

POLICY COMMITTEE

#1POL

RESOLUTION NO. 25908

SECOND READING AND ADOPTION OF POLICIES AND REGULATIONS

BE IT RESOLVED, the Fort Lee Board of Education approves the **second reading and adoption of the following policies/regulations listed below and attached hereto:**

Policy No.	Topic
New Policies/Regulations	
P3144.12	Certification of Tenure Charges-Inefficiency (M)
P3144.3	Suspension Upon Certification of Tenure Charge
P3372	Teaching Staff Member Tenure Acquisition
P3373	Tenure Upon Transfer or Promotion
P3374	Tenure Upon Transfer to an Underperforming School
P2363	Pupil Use of Privately-Owned Technology
P3282	Use of Social Networking Sites
P4282	Use of Social Networking Sites
P7522	School District Provided Technology Devices to Staff Members
P7523	School District Provided Technology Devices to Pupils
R2431.4	Prevention and Treatment of Sports-Related Concussions and Head Injuries
Revised Policies/Regulations	
P4124	Employment Contract
R5511	Dress Code*
P5512	Harassment, Intimidation and Bullying (M)
R5512	Harassment, Intimidation and Bullying (M)
P3216	Dress and Grooming – Staff Members*
P4216	Dress and Grooming – Support Staff*
P5200	Attendance (M)
P8500	Food Services
P8670	Transportation of Disabled Pupils (M)
P9700	Special Interest Groups

*As Amended

DATED: October 21, 2013

Attachments

Motion by: Mr. Peter Suh

Seconded by: Mrs. Holly Morell

Motion Passed

Motion Failed

ROLL CALL	AYES	NAYS	ABSENT	ABSTAINED
MRS. ESTHER HAN SILVER	X			
MR. CARMELO LUPPINO			X	
MRS. HOLLY MORELL	X			
MRS. CANDACE ROMBA	X			
MR. DAVID SARNOFF	X			
MR. PETER SUH	X			
MR. JOSEPH SURACE	X			
MS. HELEN YOON	X			
MR. YUSANG PARK	X			

POLICIES/REGULATIONS

Policy No.	Topic
New Policies/Regulations	
P3144.12	Certification of Tenure Charges-Inefficiency (M)
P3144.3	Suspension Upon Certification of Tenure Charge
P3372	Teaching Staff Member Tenure Acquisition
P3373	Tenure Upon Transfer or Promotion
P3374	Tenure Upon Transfer to an Underperforming School
P2363	Pupil Use of Privately-Owned Technology
P3282	Use of Social Networking Sites
P4282	Use of Social Networking Sites
P7522	School District Provided Technology Devices to Staff Members
P7523	School District Provided Technology Devices to Pupils
R2431.4	Prevention and Treatment of Sports-Related Concussions and Head Injuries
Revised Policies/Regulations	
P4124	Employment Contract
R5511	Dress Code*
P5512	Harassment, Intimidation and Bullying (M)
R5512	Harassment, Intimidation and Bullying (M)
P3216	Dress and Grooming – Staff Members*
P4216	Dress and Grooming – Support Staff*
P5200	Attendance (M)
P8500	Food Services
P8670	Transportation of Disabled Pupils (M)
P9700	Special Interest Groups

POLICY GUIDE

TEACHING STAFF MEMBERS

3144.12/page 1 of 2

Certification of Tenure Charges - Inefficiency

Aug 13

M

[See POLICY ALERT No. 200]

3144.12 CERTIFICATION OF TENURE CHARGES - INEFFICIENCY

In accordance with the provisions of N.J.S.A. 18A:6-17.3 and notwithstanding the provisions of N.J.S.A. 18A:6-11 or any other section of law to the contrary, in the case of a teacher, Principal, Assistant Principal, and Vice Principal, the Superintendent shall promptly file with the Secretary of the Board of Education a charge of inefficiency whenever the employee is rated ineffective or partially effective in an annual summative evaluation and the following year is rated ineffective in the annual summative evaluation.

If the teacher, Principal, Assistant Principal, or Vice Principal is rated partially effective in two consecutive annual summative evaluations or is rated ineffective in an annual summative evaluation and the following year is rated partially effective in the annual summative evaluation, the Superintendent shall promptly file with the Secretary of the Board of Education a charge of inefficiency, except that the Superintendent upon a written finding of exceptional circumstances may defer the filing of tenure charges until after the next annual summative evaluation. If the employee is not rated effective or highly effective on this next annual summative evaluation, the Superintendent shall promptly file a charge of inefficiency.

Within thirty days of the filing, the Board of Education shall forward a written charge to the Commissioner of Education, unless the Board of Education determines the evaluation process has not been followed.

Notwithstanding the provisions of N.J.S.A. 18A:6-16 or any other section of law to the contrary, upon receipt of a charge pursuant to N.J.S.A. 18A:6-17.3.a, and this Policy, the Commissioner of Education shall examine the charge. The individual against whom the charges are filed shall have ten days to submit a written response to the charges to the Commissioner of Education. The Commissioner of Education shall, within five days immediately following the period provided for a written response to the charges, refer the case to an arbitrator and appoint an arbitrator to hear the case, unless the Commissioner determines the evaluation process has not been followed.



POLICY GUIDE

TEACHING STAFF MEMBERS
3144.12/page 2 of 2
Certification of Tenure Charges - Inefficiency

The only evaluations which may be used for purposes of N.J.S.A. 18A:6-17.3 are those evaluations conducted in accordance with a rubric adopted by the Board of Education and approved by the Commissioner of Education pursuant to P.L.2012, c.26 – N.J.S.A. 18A:6-117 et seq.

N.J.S.A. 18A:6-11; 18A:6-17.3

Adopted:



POLICY GUIDE

TEACHING STAFF MEMBERS

3144.3/page 1 of 1

Suspension Upon Certification of Tenure Charge

Aug 13

[See POLICY ALERT No. 200]

3144.3 SUSPENSION UPON CERTIFICATION OF TENURE CHARGE

Upon certification of any tenure charge to the Commissioner of Education, the Board of Education may suspend the person against whom such charge is made, with or without pay. However, if the determination of the tenure charge by the arbitrator is not made within one hundred twenty calendar days after certification of the tenure charges, excluding all delays which are granted at the request of such person, then the full salary (except for said one hundred and twenty days) of such person shall be paid beginning on the one hundred twenty-first day until such determination is made.

Should the tenure charge be dismissed at any stage of the process, the person shall be reinstated immediately with full pay from the first day of such suspension. Should the tenure charge be dismissed at any stage of the process and the suspension be continued during an appeal, then the full pay or salary of such person shall continue until the determination of the appeal. However, the Board of Education shall deduct from said full pay or salary any sums received by such employee or officers by way of pay or salary from any substituted employment assumed during such period of suspension.

Should the charge be sustained on the original hearing or an appeal, and should such person appeal from the same, then the suspension may be continued unless and until such determination is reversed, in which event the employee or officer shall be reinstated immediately with full pay from the date of such suspension.

N.J.S.A. 18A:6-14

Adopted:



POLICY GUIDE

TEACHING STAFF MEMBERS
3372/page 1 of 3
Teaching Staff Member Tenure Acquisition
Aug 13

[See POLICY ALERT No. 200]

3372 TEACHING STAFF MEMBER TENURE ACQUISITION

In accordance with the provisions of N.J.S.A. 18A:28-5.a, teaching staff members employed prior to August 6, 2012 (the effective date of P.L.2012, c.26 – N.J.S.A. 18A:6-117 et seq.) in the positions of teacher, Principal, other than Administrative Principal, Assistant Principal, Vice Principal, Assistant Superintendent, and all school nurses including school nurse supervisors, head school nurses, chief school nurses, school nurse coordinators, and any other nurse performing school nursing services, school athletic trainer and such other employees as are in positions which require them to hold appropriate certificates issued by the Board of Examiners, serving in any school district or under any Board of Education, except those who are not the holders of proper certificates in full force and effect and School Business Administrators shared by two or more school districts, shall be under tenure during good behavior and efficiency and they shall not be dismissed or reduced in compensation except for inefficiency, incapacity, or conduct unbecoming such a teaching staff member or other just cause and then only in the manner prescribed by Subarticle B of Article 2 of Chapter 6 of N.J.S.A. 18A, after employment in the district or by the Board of Education for:

1. Three consecutive calendar years, or any shorter period which may be fixed by the employing Board for such purpose; or
2. Three consecutive academic years, together with employment at the beginning of the next succeeding academic year; or
3. The equivalent of more than three academic years within a period of any four consecutive academic years.

In accordance with the provisions of N.J.S.A. 18A:28-5.b, teaching staff members employed on or after August 6, 2012 (the effective date of P.L.2012, c.26 – N.J.S.A. 18A:6-117 et seq.) in the position of teacher, Principal, other than Administrative Principal, Assistant Principal, Vice Principal, Assistant Superintendent, and all school nurses, including school nurse supervisors, head school nurses, chief school nurses, school nurse coordinators, and any other nurse performing school nursing services, school athletic trainer and such other employees as are in positions which require them to hold appropriate certificates



POLICY GUIDE

TEACHING STAFF MEMBERS

3372/page 2 of 3

Teaching Staff Member Tenure Acquisition

issued by the Board of Examiners, serving in any school district or under any Board of Education, excepting those who are not the holders of proper certificates in full force and effect, and School Business Administrators shared by two or more school districts, shall be under tenure during good behavior and efficiency and they shall not be dismissed or reduced in compensation except for inefficiency, incapacity, or conduct unbecoming such a teaching staff member or other just cause and then only in the manner prescribed by Subarticle B of Article 2 of Chapter 6 of N.J.S.A. 18A, after employment in the district or by the Board of Education for:

1. Four consecutive calendar years; or
2. Four consecutive academic years, together with employment at the beginning of the next succeeding academic year; or
3. The equivalent of more than four academic years within a period of any five consecutive academic years.

In order to achieve tenure pursuant to N.J.S.A. 18A:28-5.b, a teacher shall also complete a district mentorship program during the initial year of employment and receive a rating of effective or highly effective in two annual summative evaluations within the first three years of employment after the initial year of employment in which the teacher completes the district mentorship program.

In order to achieve tenure pursuant to N.J.S.A. 18A:28-5.b, a Principal, Assistant Principal, and Vice Principal shall also receive a rating of effective or highly effective in two annual summative evaluations within the first three years of employment with the first effective rating being received on or after the completion of the second year of employment.

"Effective" or "highly effective" means the employee has received an annual summative evaluation rating of "effective" or "highly effective" based on the performance standards for his/her position established through the evaluation rubric adopted by the Board of Education and approved by the Commissioner of Education.



POLICY GUIDE

TEACHING STAFF MEMBERS

3372/page 3 of 3

Teaching Staff Member Tenure Acquisition

Tenure in any of the administrative or supervisory positions enumerated in N.J.S.A. 18A:28-5 et seq. shall accrue only by employment in that administrative or supervisory position. Tenure so accrued shall not extend to any other administrative or supervisory position and nothing in N.J.S.A. 18A:28-5 shall limit or restrict tenure rights which were or may be acquired, pursuant to N.J.S.A. 18A:28-6 – Tenure Upon Transfer or Promotion, in a position in which the individual actually served.

N.J.S.A. 18A:28-5

Adopted:



POLICY GUIDE

TEACHING STAFF MEMBERS
3373/page 1 of 2
Tenure Upon Transfer or Promotion
Aug 13

[See POLICY ALERT No. 200]

3373 TENURE UPON TRANSFER OR PROMOTION

In accordance with the provisions of N.J.S.A. 18A:28-6.a, any such teaching staff member under tenure or eligible to obtain tenure under N.J.S.A. 18A:28-1 et seq. who is transferred or promoted with his/her consent to another position covered by N.J.S.A. 18A:28-1 et seq. on or after July 1, 1962, shall not obtain tenure in the new position until after:

1. The expiration of a period of employment of two consecutive calendar years in the new position unless a shorter period is fixed by the employing Board of Education for such purpose; or
2. Employment for two academic years in the new position together with employment in the new position at the beginning of the next succeeding academic year; or
3. Employment in the new position within a period of any three consecutive academic years, for the equivalent of more than two academic years;

provided that the period of employment in such new position shall be included in determining the tenure and seniority rights in the former position held by such teaching staff member, and in the event the employment in such new position is terminated before tenure is obtained therein, if he/she then has tenure in the district or under the Board of Education, such teaching staff member shall be returned to his/her former position at the salary which he/she would have received had the transfer or promotion not occurred together with any increase to which he/she would have been entitled during the period of such transfer or promotion.

In accordance with the provisions of N.J.S.A. 18A:28-6.b, any such teaching staff member under tenure or eligible to obtain tenure under N.J.S.A. 18A:28-1 et seq., who is transferred or promoted with his/her consent to another position covered by N.J.S.A. 18A:28-1 et seq. on or after August 6, 2012 (the effective date of P.L.2012, c.26 – N.J.S.A. 18A:6-117 et seq.), shall not obtain tenure in the new position until after:

1. The expiration of a period of employment of two consecutive calendar years in the new position; or



POLICY GUIDE

TEACHING STAFF MEMBERS
3373/page 2 of 2
Tenure Upon Transfer or Promotion

2. Employment for two academic years in the new position together with employment in the new position at the beginning of the next succeeding academic year; or
3. Employment in the new position within a period of any three consecutive academic years, for the equivalent of more than two academic years;

provided that the period of employment in such new position shall be included in determining the tenure and seniority rights in the former position held by such teaching staff member, and in the event the employment in such new position is terminated before tenure is obtained therein, if he/she then has tenure in the district or under the Board of Education, such teaching staff member shall be returned to his/her former position at the salary which he/she would have received had the transfer or promotion not occurred together with any increase to which he/she would have been entitled during the period of such transfer or promotion. In order to receive tenure pursuant to N.J.S.A. 18A:28-6.b, a teacher, Principal, Assistant Principal, and Vice Principal shall be evaluated as effective or highly effective in two annual summative evaluations within the first three years of employment in the new position. For purposes of N.J.S.A. 18A:28-6.b, "effective" or "highly effective" means the employee has received an annual summative evaluation rating of "effective" or "highly effective" based on the performance standards for his/her position established through the evaluation rubric adopted by the Board of Education and approved by the New Jersey Commissioner of Education.

N.J.S.A. 18A:28-6

Adopted:



POLICY GUIDE

TEACHING STAFF MEMBERS

3374/page 1 of 1

Tenure Upon Transfer to an Underperforming School

Aug 13

[See POLICY ALERT No. 200]

3374 TENURE UPON TRANSFER TO AN UNDERPERFORMING SCHOOL

The Board of Education may grant tenure to a teaching staff member coming from another New Jersey public school district to the same position in an underperforming school in this school district in accordance with the provisions of N.J.S.A. 18A:28-5.1. As used in this Policy, "underperforming school" means a school in this school district which has been identified by the New Jersey Department of Education as a "focus school" or a "priority school" for any year within a two-year period.

In accordance with the provisions of N.J.S.A. 18A:28-5.1, a tenured teaching staff member who has been rated effective or highly effective on his/her most recent annual summative evaluation in a New Jersey public school district, and who accepts employment in the same position in an underperforming school in another New Jersey public school district, shall be under tenure in that position in the new school district during good behavior and efficiency and shall not be dismissed or reduced in compensation except for inefficiency, incapacity, or conduct unbecoming such a teaching staff member or other just cause and then only in the manner prescribed by Subarticle B of Article 2 of Chapter 6 of N.J.S.A. 18A, after the employee receives a rating of effective or highly effective in at least one of the annual summative evaluations within the first two years of employment in the underperforming school in the new school district.

For purposes of this Policy, "effective" or "highly effective" means the employee has received an annual summative evaluation rating of "effective" or "highly effective" based on the performance standards for his/her position established through the evaluation rubric adopted by the Board of Education and approved by the New Jersey Commissioner of Education.

N.J.S.A. 18A:28-5.1

Adopted:



POLICY GUIDE

PROGRAM

2363/page 1 of 2

Pupil Use of Privately-Owned Technology

Jun 12

[See POLICY ALERT No. 197]

2363 PUPIL USE OF PRIVATELY-OWNED TECHNOLOGY

The Board of Education recognizes technology is always changing and as a result of increased accessibility to technology many pupils possess technology devices for their use during non-school hours. These privately-owned devices may be beneficial to pupils during school hours for approved educational purposes. Therefore, the Board of Education will allow pupils to use their privately-owned technology devices under conditions outlined in this Policy.

For the purpose of this Policy, "technology" means hardware or software.

For the purpose of this Policy, "privately-owned" means technology hardware and software that is purchased, owned, and maintained by the pupil at no expense to the school or school district.

For the purpose of this Policy, "hardware" means any device that can store, access, retrieve, and/or communicate data or information. "Hardware" may include, but is not limited to, any type of computer device; wireless telephone; electronic reader; personal digital assistant (PDAs); video broadcasting and/or recording device; or camera.

For the purpose of this Policy, "software" means any computer program(s) or related data that provide instruction for telling a computer or other hardware device what to do and how to do it.

The use of privately-owned technology by a pupil in the educational program during the school day must be approved by the pupil's parent or legal guardian and the school teaching staff member responsible for supervising and/or providing the pupil's instructional program. A teaching staff member may approve a pupil's use of privately-owned technology based on the assignment(s) to the pupil. The teaching staff member may also prohibit the use of privately-owned technology for an assignment(s).

Teaching staff members shall notify their immediate supervisor or Principal that pupils will be using privately-owned technology during instructional time.



POLICY GUIDE

PROGRAM

2363/page 2 of 2

Pupil Use of Privately-Owned Technology

Teaching staff members must get prior approval from their immediate supervisor or Principal before allowing pupils to use privately-owned technology during instructional time.]

Pupils who use privately-owned technology in school will not be given access to the school district's computer server(s) or network(s). In the event the teaching staff member approves the use of privately-owned technology to access the Internet, the access must be through the privately-owned technology without the use of any school district hardware or software. A teaching staff member who approves a pupil to use their privately-owned technology to access the Internet during instructional time will provide the pupil with a list of approved Internet sites the pupil is permitted to access. A pupil granted such permission must comply with school district policies and regulations regarding acceptable use of computers and technology. Any use of privately-owned technology by a pupil shall be in strict accordance with the teaching staff member's specific approval(s) and Board policies and regulations. Any violation will subject the pupil to appropriate discipline and/or grading consequences.

The teaching staff member, in considering the use of privately-owned technology, will ensure such approval does not provide any advantage or benefit to the pupil who owns such technology over the pupil who does not own such technology. The teaching staff member will not approve the use of privately-owned technology if the teaching staff member determines the use would be advantageous or beneficial to the pupil who owns such technology over the pupil who does not own such technology.

The school district assumes no responsibility for any privately-owned technology brought to school by a pupil. The pupil shall be responsible for the proper operation and use of any privately-owned technology brought to school. School staff members shall not be responsible for the effective use and/or technical support for any privately-owned technology.

The school district shall assume no responsibility for the security of or damage to any privately-owned technology brought to school by a pupil. Pupils are encouraged to purchase private insurance for loss, damage, or theft of any privately-owned technology the pupil brings to school.

Adopted:



POLICY GUIDE

TEACHING STAFF MEMBERS

3282/page 1 of 3

Use of Social Networking Sites

Jun 12

[See POLICY ALERT No. 197]

3282 USE OF SOCIAL NETWORKING SITES

The Board of Education has a strong commitment to quality education and the well-being of all pupils, as well as the preservation of the school district's reputation. The Board believes staff members must establish and maintain public trust and confidence and be committed to protecting all pupils attending the school district. In support of the Board's strong commitment to the public's trust and confidence, the Board holds all staff members to the highest level of professional responsibility.

The Commissioner of Education has determined inappropriate conduct outside a staff member's professional responsibilities may determine them as unfit to discharge the duties and functions of their position. Staff members should be advised communications, publications, photographs, and other information appearing on social networking sites deemed inappropriate by the Board could be cause for dismissal of a non-tenured staff member or to certify tenure charges against a tenured staff member to the Commissioner of Education.

Staff members are advised to be concerned and aware such conduct deemed inappropriate may include, but is not limited to, communications and/or publications using e-mails, text-messaging, social networking sites, or any other form of electronic communication that is directed and/or available to pupils or for public display or publication.

While the Board respects the right of staff members to use social networking sites, staff members should recognize they are held to a higher standard than the general public with regard to standards of conduct and ethics. It is important that a staff member's use of these sites does not damage the reputation of the school district, employees, pupils, or their families. Staff members who utilize, post or publish images, photographs, or comments on social networking sites, blogs, or other forms of electronic communication outside their professional responsibilities shall ensure their use, postings, or publications are done with an appropriate level of professionalism and are appropriate conduct for a school staff member. Staff members should exercise care in setting appropriate boundaries between their personal and public online behavior, understanding that what is private in the digital world often has the possibility of becoming public even without their knowledge or consent.



POLICY GUIDE

TEACHING STAFF MEMBERS

3282/page 2 of 3

Use of Social Networking Sites

The school district strongly encourages all staff members to carefully review the privacy settings on social networking sites they use and exercise care and good judgment when posting content and information on such sites. Staff members should adhere to the following guidelines, which are consistent with the district's workplace standards on harassment, pupil relationships, conduct, professional communication, and confidentiality.

When using personal social networking sites, school staff members:

1. Should not make statements that would violate any of the district's policies, including its policies concerning discrimination or harassment;
2. Must uphold the district's value of respect for the individual and avoid making defamatory statements about the school district, employees, pupils, or their families;
3. May not disclose any confidential information about the school district or confidential information obtained during the course of his/her employment, about any individual(s) or organization, including pupils and/or their families;
4. Shall not use social networking sites to post any materials of a sexually graphic nature;
5. Shall not use social networking sites to post any materials which promote violence;
6. Shall not use social networking sites which would be detrimental to the mission and function of the district;
7. Are prohibited from using their school district title as well as adding references to the district in any correspondence including, but not limited to, e-mails, postings, blogs, and social networking sites unless the communication is of an official nature and is serving the mission of the district. This prohibition also includes signature lines and personal e-mail accounts;



POLICY GUIDE

TEACHING STAFF MEMBERS

3282/page 3 of 3

Use of Social Networking Sites

8. Shall not post updates to their status on any social networking sites during normal working hours including posting of statements or comments on the social networking sites of others during school time unless it involves a school project. Employees must seek approval from the Superintendent of Schools for such use; and
9. Shall not post or publish any information the Commissioner of Education would deem to be inappropriate conduct by a school staff member.

The Policy of this district is to maintain a level of professionalism both during and after the school day. Any publication through any means of electronic communication which is potentially adverse to the operation, morale, or efficiency of the district, will be deemed a violation of this Policy. If the Board or Superintendent believes that a staff member's activity on any social networking site violates the district's policies, the Board or Superintendent may request that the employee cease such activity. Depending on the severity of the incident, the staff member may be subject to disciplinary action.

This Policy has been developed and adopted by this Board to provide guidance and direction to staff members on how to avoid actual and/or the appearance of inappropriate conduct toward pupils and/or the community while using social networking sites.

Adopted:



POLICY GUIDE

SUPPORT STAFF MEMBERS

4282/page 1 of 3

Use of Social Networking Sites

Jun 12

[See POLICY ALERT No. 197]

4282 USE OF SOCIAL NETWORKING SITES

The Board of Education has a strong commitment to quality education and the well-being of all pupils, as well as the preservation of the school district's reputation. The Board believes staff members must establish and maintain public trust and confidence and be committed to protecting all pupils attending the school district. In support of the Board's strong commitment to the public's trust and confidence, the Board holds all staff members to the highest level of professional responsibility.

The Commissioner of Education has determined inappropriate conduct outside a staff member's professional responsibilities may determine them as unfit to discharge the duties and functions of their position. Staff members should be advised communications, publications, photographs, and other information appearing on social networking sites deemed inappropriate by the Board could be cause for dismissal of a non-tenured staff member or to certify tenure charges against a tenured staff member to the Commissioner of Education.

Staff members are advised to be concerned and aware such conduct deemed inappropriate may include, but is not limited to, communications and/or publications using e-mails, text-messaging, social networking sites, or any other form of electronic communication that is directed and/or available to pupils or for public display or publication.

While the Board respects the right of staff members to use social networking sites, staff members should recognize they are held to a higher standard than the general public with regard to standards of conduct and ethics. It is important that a staff member's use of these sites does not damage the reputation of the school district, employees, pupils, or their families. Staff members who utilize, post or publish images, photographs, or comments on social networking sites, blogs, or other forms of electronic communication outside their professional responsibilities shall ensure their use, postings, or publications are done with an appropriate level of professionalism and are appropriate conduct for a school staff member. Staff members should exercise care in setting appropriate boundaries between their personal and public online behavior, understanding that what is private in the digital world often has the possibility of becoming public even without their knowledge or consent.



POLICY GUIDE

SUPPORT STAFF MEMBERS

4282/page 2 of 3

Use of Social Networking Sites

The school district strongly encourages all staff members to carefully review the privacy settings on social networking sites they use, and exercise care and good judgment when posting content and information on such sites. Staff members should adhere to the following guidelines, which are consistent with the district's workplace standards on harassment, pupil relationships, conduct, professional communication, and confidentiality.

When using personal social networking sites, school staff members:

1. Should not make statements that would violate any of the district's policies, including its policies concerning discrimination or harassment;
2. Must uphold the district's value of respect for the individual and avoid making defamatory statements about the school district, employees, pupils, or their families;
3. May not disclose any confidential information about the school district or confidential information obtained during the course of his/her employment, about any individual(s) or organization, including pupils and/or their families;
4. Shall not use social networking sites to post any materials of a sexually graphic nature;
5. Shall not use social networking sites to post any materials which promote violence;
6. Shall not use social networking sites which would be detrimental to the mission and function of the district;
7. Are prohibited from using their school district title as well as adding references to the district in any correspondence including, but not limited to, e-mails, postings, blogs, and social networking sites unless the communication is of an official nature and is serving the mission of the district. This prohibition also includes signature lines and personal e-mail accounts;



POLICY GUIDE

SUPPORT STAFF MEMBERS

4282/page 3 of 3

Use of Social Networking Sites

8. Shall not post updates to their status on any social networking sites during normal working hours including posting of statements or comments on the social networking sites of others during school time unless it involves a school project. Employees must seek approval from the Superintendent of Schools for such use; and
9. Shall not post or publish any information the Commissioner of Education would deem to be inappropriate conduct by a school staff member.

The Policy of this district is to maintain a level of professionalism both during and after the school day. Any publication through any means of electronic communication which is potentially adverse to the operation, morale, or efficiency of the district, will be deemed a violation of this Policy. If the Board or Superintendent believes that a staff member's activity on any social networking site violates the district's policies, the Board or Superintendent may request that the employee cease such activity. Depending on the severity of the incident, the staff member may be subject to disciplinary action.

This Policy has been developed and adopted by this Board to provide guidance and direction to staff members on how to avoid actual and/or the appearance of inappropriate conduct toward pupils and/or the community while using social networking sites.

Adopted:



POLICY GUIDE

PROPERTY
7522/page 1 of 4

School District Provided Technology Devices to
Staff Members
Jun 13

[See POLICY ALERT No. 199]

7522 SCHOOL DISTRICT PROVIDED TECHNOLOGY DEVICES TO STAFF MEMBERS

The Board of Education may provide technology devices to staff members for the express purpose of enhancing productivity and improving operational efficiency. The purpose of this Policy is to establish general guidelines for the issuance and utilization of any school district technology device provided to staff members. For the purposes of this Policy, "technology device" or "device" shall include, but not be limited to, portable devices such as computers, laptops, tablets, cellular telephones, or any other computing or electronic devices the school district provides to staff members to be used in their school business related responsibilities.

A technology device provided by the school district to a staff member may include pre-loaded software. A staff member shall not download additional software onto the technology device or tamper with software included on the technology device. Only school district authorized staff members may load or download software onto a school district provided technology device. A staff member(s) will be designated to administer and implement the issuance of school district technology devices to staff members.

In the event the Board of Education provides a technology device to a staff member, the staff member shall be required to sign an agreement with the Board of Education requiring the staff member to comply with certain provisions. These provisions may include, but are not limited to:

1. A technology device provided to a staff member shall be used for the sole and express purpose of conducting official school district business;
2. Use of all such devices is subject to the school district's acceptable use of technology policies and any other Board policies regarding appropriate and acceptable conduct by a staff member;



POLICY GUIDE

PROPERTY
7522/page 2 of 4

School District Provided Technology Devices to Staff Members

3. All technology devices are considered the personal property of the Board of Education and shall be returned upon termination of employment with the school district or immediately upon request by the Superintendent of Schools or designee;
4. Technology devices provided by the school district to staff members may include the school district's software image and pre-loaded software for specific tasks. The installation of other software images or software on such technology devices may only be done by school district authorized staff members;
5. Staff members that are provided technology devices are expected to take all appropriate measures and precautions to prevent the loss, theft, damage, and/or unauthorized use of such technology devices. These appropriate measures and precautions for school district provided technology devices to staff members shall include, but are not limited to, the following:
 - a. Keep the technology device in a locked and secured environment when not being used;
 - b. Do not leave the technology device in a vehicle for prolonged periods of time, especially in extreme temperatures;
 - c. Keep food and drinks away from all technology devices and work areas;
 - d. Prohibit the use of any technology device by any other person except as authorized by the Superintendent or designee;
 - e. Do not leave the technology device unattended at any time in an unsecured location (e.g., an unlocked empty classroom or office); and
 - f. Keep the technology device in sight at all times while in public places, such as public transportation, airports, restaurants, etc.



POLICY GUIDE

PROPERTY
7522/page 3 of 4

School District Provided Technology Devices to Staff Members

6. Should the staff member have reason to believe the technology device may have been stolen, the staff member must:
 - a. Immediately report the incident to his/her immediate supervisor;
 - b. File an official police report documenting the theft; and
 - c. Provide a copy of the police report to his/her immediate supervisor.

If a staff member fails to adhere to these procedures, the staff member will be held legally and financially responsible for the replacement of such technology device. A staff member may be financially responsible for the loss or damage of a technology device;

7. A staff member must contact the district designated staff member in the event the technology device is not functioning properly or for repairs and/or required maintenance;
8. The Board of Education is under no legal, financial, or other obligation to provide a replacement technology device to any employee whose device is lost, stolen, or damaged;
9. Any technology device provided to a staff member is the property of the Board of Education. As such, the staff member shall have no expectation of privacy in the use of such device. The technology device may have security settings, monitoring or auditing software, tracking technology, and any other software that could monitor the use of the technology device;
10. The staff member(s) designated to administer and implement the issuance of technology devices to staff members shall:



POLICY GUIDE

PROPERTY
7522/page 4 of 4

School District Provided Technology Devices to Staff Members

- a. Maintain direct oversight of the inventory of devices, service contracts, agreements, and internal controls for all school district provided technology devices provided to staff members; and
 - b. Ensure compliance with regulatory policies and procedures as applicable.
11. Any violation of Board of Education policies or procedures including, but not limited to, school district provided technology devices to staff members; acceptable use of computer networks, computers, and resources; and/or inappropriate staff conduct may result in appropriate disciplinary action.

A copy of this Policy shall be attached to the agreement that shall be signed by any staff member who receives a technology device in accordance with the provisions of this Policy.

Adopted:



POLICY GUIDE

PROPERTY

7523/page 1 of 4

School District Provided Technology Devices to Pupils

Jun 13

[See POLICY ALERT No. 199]

7523 SCHOOL DISTRICT PROVIDED TECHNOLOGY DEVICES TO PUPILS

The Board of Education may provide technology devices to pupils in the district for school district authorized use only. The purpose of this Policy is to establish general guidelines for the issuance and utilization of any school district technology device provided to pupils of this district. For the purposes of this Policy, "technology device" or "device" shall include, but not be limited to, portable devices such as computers, laptops, tablets, cellular telephones, or any other computing or electronic devices the school district provides to pupils to be used as part of their educational program.

A technology device made available to pupils will not be considered a textbook or supply, as defined in N.J.S.A. 18A:34-1, mandatory to a successful completion of the classroom curriculum. Therefore, because a technology device defined in this Policy is not mandatory to a successful completion of a pupil's classroom curriculum, a pupil will not be required to obtain a technology device provided by the school district as defined in this Policy. In the event the school district provides a technology device that is deemed mandatory to a successful completion of the classroom curriculum, the district will provide pupils with such a technology device consistent with its textbook or supply policies. Nothing in this Policy prohibits a pupil from using their personal technology device in accordance with school rules and regulations.

A technology device provided by the school district may include pre-loaded software. A pupil is prevented from downloading additional software onto the technology device or tampering with software installed on the technology device. Only school district authorized staff members may load or download software onto a school district provided technology device.

To receive a school district provided technology device, the parent and pupil must sign a School District Provided Technology Device Form requiring the parent and the pupil to comply with certain provisions. These provisions may include, but are not limited to:

1. A school district provided technology device must be used only by the pupil for school district authorized use;



POLICY GUIDE

PROPERTY
7523/page 2 of 4

School District Provided Technology Devices to Pupils

2. A pupil shall comply with the school district's acceptable use of technology policies, which shall be attached to the School District Provided Technology Device Form, in their use of any school district provided technology device;
3. Any school district provided technology device loaned to a pupil must be returned to the school district in the condition it was initially provided to the pupil considering reasonable use and care by the pupil;
4. The parent or pupil shall be responsible to reimburse the school district the cost of any technology device that is lost, damaged beyond reasonable use or beyond its value, abandoned, missing, stolen, or cannot be returned to the district in accordance with the terms of the School District Provided Technology Device Form;
5. The district may require, or offer as an option, depending on the type of technology device provided to the pupil, an insurance policy to be purchased by the parent or pupil that would cover certain losses or damage to a technology device during the time period the pupil has possession of the device. The parent or the pupil shall pay any insurance policy required deductibles in the event of a loss;
6. In the event the school district does not require the purchase of an insurance policy for a technology device or the parent or pupil elects not to purchase optional insurance, the parent and/or pupil shall be responsible for any loss or damage to the technology device in accordance with the terms of the School District Provided Technology Device Form;
7. A pupil will be required to report any hardware or software problems in the operation of the device to the school district staff member, designated on the School District Provided Technology Device Form, within two school days of the commencement of the problem;
8. A pupil must report to the school district staff member designated on the School District Provided Technology Device Form within two school days in the event the technology device has been damaged or is missing;



POLICY GUIDE

PROPERTY

7523/page 3 of 4

School District Provided Technology Devices to Pupils

9. A parent or pupil is required to immediately file a police report in the event it is believed the technology device has been stolen. Within one school day after filing a police report, a parent or pupil shall complete the School District Provided Technology Device Loss Form and submit the completed Loss Form and a copy of the police report to the Principal or designee;
10. A pupil shall be required to provide routine cleaning and care of the device in accordance with school district cleaning and care guidelines;
11. The pupil shall have the technology device in their possession in school as required; and
12. Any other provisions the Superintendent of Schools determines should be included on the School District Provided Technology Device Form.

The school district will provide the pupil and parent with written or electronic notification that the technology device provided by the school district may record or collect information on the pupil's activity or the pupil's use of the technology device if the device is equipped with a camera, global positioning system, or other feature capable of recording or collecting information on the pupil's activity or use of the device. This notification shall also include a statement that the school district shall not use any of the capabilities in a manner that would violate the privacy rights of the pupil or any individual residing with the pupil. The parent shall be required to acknowledge receipt of this notification and the parent acknowledgement shall be retained by the Principal or designee for as long as the pupil retains the use of the school district provided technology device. The parent acknowledgement and a signed School District Provided Technology Device Form shall be required before the issuance of a technology device to a pupil. In accordance with the provisions of P.L. 2013, Chapter 44, a school district failing to provide this notification shall be subject to a fine of \$250 per pupil, per



POLICY GUIDE

PROPERTY
7523/page 4 of 4

School District Provided Technology Devices to Pupils

incident. The fine shall be remitted to the New Jersey Department of Education, and shall be deposited in a fund that shall be used to provide laptop or other portable computer equipment to at-risk pupils as defined in N.J.S.A. 18A:7F-45.

Pupils shall comply with all school district policies for the use of a school district provided technology device. A pupil shall be subject to consequences in the event the pupil violates any school district policy, including the district's acceptable use policies; pupil code of conduct; any provision of this Policy; or any provision of the School District Provided Technology Device Form.

N.J.S.A. 18A:34-1

P.L. 2013, Chapter 44 – “The Anti-Big Brother Act”

Adopted:



**R 2431.4 PREVENTION AND TREATMENT OF SPORTS-RELATED CONCUSSIONS AND
HEAD INJURIES (M)****M**

[See POLICY ALERT Nos. 194 and 197]

A concussion is a traumatic brain injury caused by a direct or indirect blow to the head or body. Allowing a student-athlete or cheerleader to return to play before recovering from a concussion increases the chance of a more serious brain injury that can result in severe disability and/or death. The following procedures shall be followed to implement N.J.S.A. 18A:40-41.1 et seq. and Policy 2431.4.

A. Interscholastic Athletic/Cheerleading Program Head Injury Training Program

1. The school district will adopt an Interscholastic Athletic/Cheerleading Program Head Injury Training Program to be completed by the school or team physician, licensed athletic trainer(s) involved in the interscholastic athletic program, all staff members that coach an interscholastic sport or cheerleading program, designated school nurses, and other appropriate school district personnel as designated by the Superintendent.
2. This Training Program shall be in accordance with the guidance provided by the New Jersey Department of Education and the requirements of N.J.S.A. 18A:40-41.1 et seq.

B. Prevention

1. The school district may require pre-season baseline testing of all student-athletes and cheerleaders before the pupil begins participation in an interscholastic athletic program or activity or cheerleading program. The baseline testing program shall be reviewed and approved by the school or team physician trained in the evaluation and management of sports-related concussions and other head injuries.
2. The Principal or designee will review educational information for student-athletes and cheerleaders on prevention of concussions.

R 2431.4 PREVENTION AND TREATMENT OF SPORTS-RELATED CONCUSSIONS AND HEAD INJURIES (M)

3. All school staff members, student-athletes, cheerleaders, and parents of student-athletes and cheerleaders shall be informed through the distribution of the New Jersey Department of Education Concussion and Head Injury Fact Sheet and Parent/Guardian Acknowledgement Form and other communications from the Principal and coaches on the importance of early identification and treatment of concussions to improve recovery.

C. Signs or Symptoms of Concussion or Other Head Injury

1. Possible signs of concussions can be observed by coaches, licensed athletic trainer, school or team physician, school nurse, or other school staff members. Possible signs of a concussion may be, but are not limited to, the student-athlete or cheerleader:
 - a. Appears dazed, stunned, or disoriented;
 - b. Forgets plays, or demonstrates short-term memory difficulty;
 - c. Exhibits difficulties with balance or coordination;
 - d. Answers questions slowly or inaccurately; and/or
 - e. Loses consciousness.
2. Possible symptoms of concussion shall be reported by the student-athlete or cheerleader to coaches, licensed athletic trainer, school or team physician, school nurse, and/or parent. Possible symptoms of a concussion are, but not limited to:
 - a. Headache;
 - b. Nausea/vomiting;
 - c. Balance problems or dizziness;
 - d. Double vision or changes in vision;
 - e. Sensitivity to light or sound/noise;

- f. Feeling sluggish or foggy;
- g. Difficulty with concentration and short-term memory;
- h. Sleep disturbance; or
- i. Irritability.

D. Emergency Medical Attention for Concussion or Other Head Injury

1. Any student-athlete or cheerleader who is exhibiting the signs or symptoms of a sports-related concussion or other head injury during practice or competition shall immediately be removed from play and activities and may not return to the practice or competition that day.
2. The school staff member supervising the student-athlete or cheerleader when the pupil is exhibiting signs or symptoms of a sports-related concussion or other head injury shall immediately contact emergency medical assistance when symptoms get worse, loss of consciousness, direct neck pain associated with the injury, or any other sign the supervising school staff member determines emergency medical attention is needed.
 - a. In the event the school or team physician is available when the student-athlete or cheerleader is exhibiting signs or symptoms of a sports-related concussion or other head injury, the physician may make the determination to call emergency medical assistance.
3. The school staff member supervising the student-athlete or cheerleader when the pupil is exhibiting signs or symptoms of a sports-related concussion or other head injury during practice or competition shall report the occurrence to the Principal or designee. The Principal or designee shall contact the pupil's parent and inform the parent of the suspected sports-related concussion or other head injury.

E. Sustained Concussion or Other Head Injury

1. A student-athlete or cheerleader who participates in interscholastic athletics or cheerleading program and who sustains or is suspected of sustaining a concussion or other head injury shall immediately be removed from practice or competition

and shall be required to have a medical examination conducted by their physician or licensed health care provider. The pupil's physician or licensed health care provider shall be trained in the evaluation and management of concussion to determine the presence or absence of a sports-related concussion or head injury.

2. The student-athlete or cheerleader suspected of sustaining a concussion or other head injury shall be provided a copy of Board of Education Policy and Regulation 2431.4 and a copy of Board of Education approved suggestions for management/medical checklist to provide to their parent and their physician or licensed health care professional.
3. The student-athlete or cheerleader's physician must provide to the school district, upon the completion of a medical examination, a written medical release/clearance when the pupil is able to return to the activity. The release/clearance must indicate:
 - a. The medical examination determined the injury was not a concussion or other head injury, the pupil is asymptomatic at rest, and the pupil may return to the interscholastic athletic or cheerleading activity; or
 - b. The medical examination determined the injury was a concussion or other head injury, the pupil is asymptomatic at rest, and can begin the graduated return to competition and practice protocol outlined in F. below.

A medical release/clearance not in compliance with this requirement will not be accepted. The student-athlete or cheerleader may not return to the activity or begin the graduated return to competition and practice protocol until he/she receives a medical evaluation and provides a medical clearance/release that has been reviewed and approved by the school or team physician.

4. Complete physical, cognitive, emotional, and social rest is advised while the pupil is experiencing symptoms and signs of a sports-related concussion or other head injury. (Minimize mental exertion, limit over-stimulation and multi-tasking, etc.)

F. Graduated Return to Competition and Practice Protocol

1. Upon the school physician's acceptance of the written medical release/clearance, the student-athlete or cheerleader may begin a graduated return to competition

and practice protocol supervised by a licensed athletic trainer, school or team physician, or designated school nurse trained in the evaluation and management of concussions and other head injuries. The following steps shall be followed:

Step 1 - Completion of a full day of normal cognitive activities (attendance at school, studying for tests, watching practice, interacting with peers, etc.) without re-emergence of any signs or symptoms. If there is no return of signs or symptoms of a concussion, the student-athlete or cheerleader may advance to Step 2 below on the next day. If a re-emergence of any signs or symptoms of a concussion occur, the pupil shall be required to have a re-evaluation by their physician or licensed healthcare provider. The pupil shall not be permitted to begin the graduated return to competition and practice protocol until a medical clearance, as required in E.3. above, is provided and approved by the school or team physician.

Step 2 - Light aerobic exercise, which includes walking, swimming, or stationary cycling, keeping the intensity less than 70% maximum percentage heart rate. There shall be no resistance training. The objective of this Step is increased heart rate. If there is no return of any signs or symptoms of a concussion, the student-athlete or cheerleader may advance to Step 3 below on the next day. If a re-emergence of any signs or symptoms of a concussion occur, the pupil shall return to Step 1.

Step 3 - Sport-specific exercise including skating and/or running. There shall be no head impact activities. The objective of this Step is to add movement and continue to increase the student-athlete or cheerleader's heart rate. If there is no return of any signs or symptoms of a concussion, the pupil may advance to Step 4 below on the next day. If a re-emergence of any signs or symptoms of a concussion occur, the pupil shall return to Step 2.

Step 4 - Non-contact training drills such as passing drills, agility drills, throwing, catching, etc. The student-athlete or cheerleader may initiate progressive resistance training. If there is no return of any signs or symptoms of a concussion, the pupil may advance to Step 5 below on the next day. If a re-emergence of any signs or symptoms of a concussion occur, the pupil shall return to Step 3.

R 2431.4 PREVENTION AND TREATMENT OF SPORTS-RELATED CONCUSSIONS AND HEAD INJURIES (M)

Step 5 - The pupil's medical condition, upon completing Step 4 with no return of any signs or symptoms of a concussion, shall be evaluated for medical clearance based upon consultation between the school district's licensed athletic trainer, school or team physician, designated school nurse, and the pupil's physician. After this consultation and upon obtaining written medical release/clearance approved by the school or team physician, the pupil may participate in normal training activities. The objective of this Step is to restore the pupil's confidence and for the coaching staff to assess the pupil's functional skills. If there is no return of any signs or symptoms of a concussion, the pupil may advance to Step 6 below on the next day. If a re-emergence of any signs or symptoms of a concussion occur or if the pupil does not obtain medical release/clearance to proceed to Step 6, the school or team physician, in consultation with the pupil's physician, shall determine the pupil's return to competition and practice protocol.

Step 6 - Return to play involving normal exertion or game activity. If the pupil exhibits a re-emergence of any concussion signs or symptoms once he/she returns to physical activity, he/she will be removed from further activities and returned to Step 5.

G. Temporary Accommodations for Student-Athletes and Cheerleaders with Sports-Related Head Injuries

1. Rest is the best "medicine" for healing concussions or other head injuries. The concussed brain is affected in many functional aspects as a result of the injury. Memory, attention span, concentration, and speed of processing significantly impact learning. Further, exposing the concussed pupil to the stimulating school environment may delay the resolution of symptoms needed for recovery. Accordingly, consideration of the cognitive effects in returning to the classroom is also an important part of the treatment of sports-related concussions and head injuries.
2. Mental exertion increases the symptoms from concussions and affects recovery. To recover, cognitive rest is just as important as physical rest. Reading, studying, computer usage, testing, texting, and watching movies if a pupil is sensitive to light/sound, can slow a pupil's recovery. In accordance with the Centers for Disease Control's toolkit on managing concussions, the Board of Education may look to address the pupil's cognitive needs in the following ways. Pupils who return to school after a concussion may need to:

- a. Take rest breaks as needed;
- b. Spend fewer hours at school;
- c. Be given more time to take tests or complete assignments (all courses should be considered);
- d. Receive help with schoolwork;
- e. Reduce time spent on the computer, reading, and writing; and/or
- f. Be granted early dismissal from class to avoid crowded hallways.

Adopted:

POLICY GUIDE

SUPPORT STAFF MEMBERS

4124/page 1 of 1

Employment Contract

Aug 13

4124 EMPLOYMENT CONTRACT

The Board of Education requires every nontenured support staff member annually sign an employment contract for a term of not more than one year.

The employment contract shall include the date; name of the employee; the beginning and ending dates of service; the salary to be paid and the manner of payment; an authorization for salary deductions as applicable; and such other terms and conditions as may be necessary to a complete statement of the employment relationship.

The contract may include a provision for a probationary employment period with a provision providing the Board the right to terminate the employment of the nontenured support staff member at the completion of the probationary employment period. The contract will include a provision for the termination of the nontenured support staff member's contract on ten days notice duly given by either party.

In the event the salary entered on the written contract differs from that formally approved by the Board, the salary approved by the Board shall be the salary paid.

Adopted:



R 5511 DRESS CODE

The Board of Education understands that dress is a reflection of individual taste, and is often part of a person's identity. Nevertheless, in order to maintain optimum conditions under which learning can take place effectively and safely, the Board of Education must establish guidelines that govern the wearing of any item that materially and substantially interferes with the operation of the school. The Board of Education promulgates the following rules not to produce conformity, but to insure a safe and effective learning environment.

Elementary and Middle Schools Dress and Grooming Code

Pupils are expected to be neat and clean in appearance and to dress in good taste. The following guidelines must be followed:

- A. For health and safety, footwear must be worn at all times.
- B. Garments designed to be worn as underwear may not be worn as outerwear.
- C. Under garments may not be visible.
- D. Hats, bandanas, visors, and all other head coverings are prohibited in the school building (except for religious and medical reasons as approved by the administration).
- E. Heavy chains, spiked collars or bracelets, and choke collars are not permitted.
- F. Bare midriffs, backless garments, tube tops, or any other item of clothing that exposes the torso are prohibited.
- G. Skirts, dresses, and shorts should not end higher than mid-thigh, for Middle School students only. High School students must adhere to dress and grooming code guidelines stated in the Fort Lee High School handbook.
- H. Bulky and oversize clothing is not permitted.
- I. Clothing should not be worn which interferes with or disrupts the operation of school.



- J. Flannel lounge wear is not permitted except if worn as Spirit Wear on specified days designated by School Administrator.**

No restrictions on pupil freedom of dress and adornment which are contrary to law and which might violate the rights of an individual pupil will be imposed.

High School Dress and Grooming Code

Pupils are expected to be neat and clean in appearance and to dress in good taste. The dress and grooming guidelines in the current Fort Lee High School Handbook must be followed.

Issued: 23 August 2010

Revised:



POLICY GUIDE

PUPILS
5512/page 1 of 26
Harassment, Intimidation, and Bullying
Aug 13
M

Table of Contents

Section Section Title

- A. Policy Statement
- B. Harassment, Intimidation, and Bullying Definition
- C. Student Expectations
- D. Consequences and Appropriate Remedial Actions
- E. Harassment, Intimidation, and Bullying Reporting Procedure
- F. Anti-Bullying Coordinator, Anti-Bullying Specialist, and School Safety Team(s)
- G. Harassment, Intimidation, and Bullying Investigation
- H. Range of Responses to an Incident of Harassment, Intimidation, or Bullying
- I. Reprisal or Retaliation Prohibited
- J. Consequences and Appropriate Remedial Action for False Accusation
- K. Harassment, Intimidation, and Bullying Policy Publication and Dissemination
- L. Harassment, Intimidation, and Bullying Training and Prevention Programs
- M. Harassment, Intimidation, and Bullying Policy Reevaluation, Reassessment and Review



POLICY GUIDE

PUPILS
5512/page 2 of 26
Harassment, Intimidation, and Bullying

- N. Reports to Board of Education and New Jersey Department of Education
- O. School and District Grading Requirements
- P. Reports to Law Enforcement
- Q. Collective Bargaining Agreements and Individual Contracts
- R. Students with Disabilities
- A. Policy Statement

The Board of Education prohibits acts of harassment, intimidation, or bullying of a student. A safe and civil environment in school is necessary for students to learn and achieve high academic standards. Harassment, intimidation, or bullying, like other disruptive or violent behaviors, is conduct that disrupts both a student's ability to learn and a school's ability to educate its students in a safe and disciplined environment. Since students learn by example, school administrators, faculty, staff and volunteers should be commended for demonstrating appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment, intimidation, or bullying.

For the purposes of this Policy, the term "parent," pursuant to N.J.A.C. 6A:16-1.3, means the natural parent(s) or adoptive parent(s), legal guardian(s), foster parent(s), or parent surrogate(s) of a student. Where parents are separated or divorced, "parent" means the person or agency which has legal custody of the student, as well as the natural or adoptive parent(s) of the student, provided such parental rights have not been terminated by a court of appropriate jurisdiction.

B. Harassment, Intimidation, and Bullying Definition

"Harassment, intimidation, or bullying" means any gesture, any written, verbal or physical act, or any electronic communication, as defined in N.J.S.A. 18A:37-14, whether it be a single incident or a series of incidents that:



POLICY GUIDE

PUPILS

5512/page 3 of 26

Harassment, Intimidation, and Bullying

1. Is reasonably perceived as being motivated by either any actual or perceived characteristic, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression, or a mental, physical or sensory disability, or by any other distinguishing characteristic;
2. Takes place on school property, at any school-sponsored function, on a school bus, or off school grounds, as provided for in N.J.S.A. 18A:37-15.3;
3. Substantially disrupts or interferes with the orderly operation of the school or the rights of other students; and that
 - a. A reasonable person should know, under the circumstances, that the act(s) will have the effect of physically or emotionally harming a student or damaging the student's property, or placing a student in reasonable fear of physical or emotional harm to his/her person or damage to his/her property; or
 - b. Has the effect of insulting or demeaning any student or group of students; or
 - c. Creates a hostile educational environment for the student by interfering with a student's education or by severely or pervasively causing physical or emotional harm to the student.

Schools are required to address harassment, intimidation, and bullying occurring off school grounds, when there is a nexus between the harassment, intimidation, and bullying and the school (e.g., the harassment, intimidation, or bullying substantially disrupts or interferes with the orderly operation of the school or the rights of other students).

“Electronic communication” means a communication transmitted by means of an electronic device, including, but not limited to: a telephone, cellular phone, computer, or pager.



POLICY GUIDE

PUPILS

5512/page 4 of 26

Harassment, Intimidation, and Bullying

C. Student Expectations

The Board expects students to conduct themselves in keeping with their levels of development, maturity and demonstrated capabilities with proper regard for the rights and welfare of other students and school staff, the educational purpose underlying all school activities and the care of school facilities and equipment consistent with the Code of Student Conduct.

The Board believes that standards for student behavior must be set cooperatively through interaction among the students, parents, school employees, school administrators, school volunteers, and community representatives, producing an atmosphere that encourages students to grow in self-discipline. The development of this atmosphere requires respect for self and others, as well as for school district and community property on the part of students, staff, and community members.

Students are expected to behave in a way that creates a supportive learning environment. The Board believes the best discipline is self-imposed, and it is the responsibility of staff to use instances of violations of the Code of Student Conduct as opportunities to help students learn to assume and accept responsibility for their behavior and the consequences of their behavior. Staff members who interact with students shall apply best practices designed to prevent student conduct problems and foster students' abilities to grow in self-discipline.

The Board expects that students will act in accordance with the student behavioral expectations and standards regarding harassment, intimidation, and bullying, including:

1. Student responsibilities (e.g., requirements for students to conform to reasonable standards of socially accepted behavior; respect the person, property and rights of others; obey constituted authority; and respond to those who hold that authority);
2. Appropriate recognition for positive reinforcement for good conduct, self-discipline, and good citizenship;



POLICY GUIDE

PUPILS

5512/page 5 of 26

Harassment, Intimidation, and Bullying

3. Student rights; and
4. Sanctions and due process for violations of the Code of Student Conduct.

Pursuant to N.J.S.A. 18A:37-15(a) and N.J.A.C. 6A:16-7.1(a)1, the district has involved a broad-base of school and community members, including parents, students, instructional staff, student support services staff, school administrators, and school volunteers, as well as community organizations, such as faith-based, health and human service, business and law enforcement, in the development of this Policy. Based on locally determined and accepted core ethical values adopted by the Board, pursuant to N.J.A.C. 6A:16-7.1(a)2, the Board must develop guidelines for student conduct pursuant to N.J.A.C. 6A:16-7.1. These guidelines for student conduct will take into consideration the developmental ages of students, the severity of the offenses and students' histories of inappropriate behaviors, and the mission and physical facilities of the individual school(s) in the district. This Policy requires all students in the district to adhere to the rules established by the school district and to submit to the remedial and consequential measures that are appropriately assigned for infractions of these rules.

Pursuant to N.J.A.C. 6A:16-7.1, the Superintendent must annually provide to students and their parents the rules of the district regarding student conduct. Provisions shall be made for informing parents whose primary language is other than English.

The district prohibits active or passive support for acts of harassment, intimidation, or bullying. Students are encouraged to support other students who:

1. Walk away from acts of harassment, intimidation, and bullying when they see them;
2. Constructively attempt to stop acts of harassment, intimidation, or bullying;
3. Provide support to students who have been subjected to harassment, intimidation, or bullying; and



POLICY GUIDE

PUPILS
5512/page 6 of 26
Harassment, Intimidation, and Bullying

4. Report acts of harassment, intimidation, and bullying to the designated school staff member.

D. Consequences and Appropriate Remedial Actions

Consequences and Appropriate Remedial Actions – Students

The Board of Education requires its school administrators to implement procedures that ensure both the appropriate consequences and remedial responses for students who commit one or more acts of harassment, intimidation, or bullying, consistent with the Code of Student Conduct. The following factors, at a minimum, shall be given full consideration by school administrators in the implementation of appropriate consequences and remedial measures for each act of harassment, intimidation, or bullying by students. Appropriate consequences and remedial actions are those that are graded according to the severity of the offense(s), consider the developmental ages of the student offenders and students' histories of inappropriate behaviors, per the Code of Student Conduct and N.J.A.C. 6A:16-7.

Factors for Determining Consequences – Student Considerations

1. Age, developmental and maturity levels of the parties involved and their relationship to the school district;
2. Degrees of harm;
3. Surrounding circumstances;
4. Nature and severity of the behavior(s);
5. Incidences of past or continuing patterns of behavior;
6. Relationships between the parties involved; and
7. Context in which the alleged incidents occurred.

Factors for Determining Consequences – School Considerations

1. School culture, climate, and general staff management of the learning environment;
2. Social, emotional, and behavioral supports;
3. Student-staff relationships and staff behavior toward the student;
4. Family, community, and neighborhood situation; and



POLICY GUIDE

PUPILS

5512/page 7 of 26

Harassment, Intimidation, and Bullying

5. Alignment with Board policy and regulations/procedures.

Factors for Determining Remedial Measures

Personal

1. Life skill deficiencies;
2. Social relationships;
3. Strengths;
4. Talents;
5. Interests;
6. Hobbies;
7. Extra-curricular activities;
8. Classroom participation;
9. Academic performance; and
10. Relationship to students and the school district.

Environmental

1. School culture;
2. School climate;
3. Student-staff relationships and staff behavior toward the student;
4. General staff management of classrooms or other educational environments;
5. Staff ability to prevent and manage difficult or inflammatory situations;
6. Social-emotional and behavioral supports;
7. Social relationships;
8. Community activities;
9. Neighborhood situation; and
10. Family situation.

Consequences for a student who commits one or more acts of harassment, intimidation, or bullying may range from positive behavioral interventions up to and including suspension or expulsion of students, as set forth in the Board's approved Code of Student Conduct pursuant to N.J.A.C. 6A:16-7.1. Consequences for a student who commits an act of harassment, intimidation, or bullying are those that are graded according to the severity of the offenses, consider the developmental age of the student offenders and the



POLICY GUIDE

PUPILS

5512/page 8 of 26

Harassment, Intimidation, and Bullying

students' histories of inappropriate behaviors consistent with the Board's approved Code of Student Conduct and N.J.A.C. 6A:16-7, Student Conduct. The use of negative consequences should occur in conjunction with remediation and not be relied upon as the sole intervention approach.

Remedial measures shall be designed to correct the problem behavior, prevent another occurrence of the problem, protect and provide support for the victim of the act, and take corrective action for documented systemic problems related to harassment, intimidation, or bullying. The consequences and remedial measures may include, but are not limited to, the examples listed below:

Examples of Consequences

1. Admonishment;
2. Temporary removal from the classroom;
3. Deprivation of privileges;
4. Classroom or administrative detention;
5. Referral to disciplinarian;
6. In-school suspension;
7. Out-of-school suspension (short-term or long-term);
8. Reports to law enforcement or other legal action; or
9. Expulsion.

Examples of Remedial Measures

Personal – Student Exhibiting Bullying Behavior

1. Develop a behavioral contract with the student. Ensure the student has a voice in the outcome and can identify ways he or she can solve the problem and change behaviors;
2. Meet with parents to develop a family agreement to ensure the parent and the student understand school rules and expectations;
3. Explain the long-term negative consequences of harassment, intimidation, and bullying on all involved;



POLICY GUIDE

PUPILS

5512/page 9 of 26

Harassment, Intimidation, and Bullying

4. Ensure understanding of consequences, if harassment, intimidation, and bullying behavior continues;
5. Meet with school counselor, school social worker, or school psychologist to decipher mental health issues (e.g., what is happening and why?);
6. Develop a learning plan that includes consequences and skill building;
7. Consider wrap-around support services or after-school programs or services;
8. Provide social skill training, such as impulse control, anger management, developing empathy, and problem solving;
9. Arrange for an apology, preferably written;
10. Require a reflective essay to ensure the student understands the impact of his or her actions on others;
11. Have the student research and teach a lesson to the class about bullying, empathy, or a similar topic;
12. Arrange for restitution (i.e., compensation, reimbursement, amends, repayment), particularly when personal items were damaged or stolen;
13. Explore age-appropriate restorative (i.e., healing, curative, recuperative) practices; and
14. Schedule a follow-up conference with the student.

Personal – Target/Victim

1. Meet with a trusted staff member to explore the student's feelings about the incident;
2. Develop a plan to ensure the student's emotional and physical safety at school;
3. Have the student meet with the school counselor or school social worker to ensure he or she does not feel responsible for the bullying behavior;
4. Ask students to log behaviors in the future;
5. Help the student develop skills and strategies for resisting bullying; and
6. Schedule a follow-up conference with the student.

Parents, Family, and Community

1. Develop a family agreement;
2. Refer the family for family counseling; and



POLICY GUIDE

PUPILS

5512/page 10 of 26

Harassment, Intimidation, and Bullying

3. Offer parent education workshops related to bullying and social-emotional learning.

Examples of Remedial Measures – Environmental (Classroom, School Building, or School District)

1. Analysis of existing data to identify bullying issues and concerns;
2. Use of findings from school surveys (e.g., school climate surveys);
3. Focus groups;
4. Mailings – postal and email;
5. Cable access television;
6. School culture change;
7. School climate improvement;
8. Increased supervision in “hot spots” (e.g. locker rooms, hallways, playgrounds, cafeterias, school perimeters, buses);
9. Adoption of evidence-based systemic bullying prevention practices and programs;
10. Training for all certificated and non-certificated staff to teach effective prevention and intervention skills and strategies;
11. Professional development plans for involved staff;
12. Participation of parents and other community members and organizations (e.g., Parent Teacher Associations, Parent Teacher Organizations) in the educational program and in problem-solving bullying issues;
13. Formation of professional learning communities to address bullying problems;
14. Small or large group presentations for fully addressing the actions and the school’s response to the actions, in the context of the acceptable student and staff member behavior and the consequences of such actions;
15. School policy and procedure revisions;
16. Modifications of schedules;
17. Adjustments in hallway traffic;
18. Examination and adoption of educational practices for actively engaging students in the learning process and in bonding students to pro-social institutions and people;
19. Modifications in student routes or patterns traveling to and from school;



POLICY GUIDE

PUPILS

5512/page 11 of 26

Harassment, Intimidation, and Bullying

20. Supervision of student victims before and after school, including school transportation;
21. Targeted use of monitors (e.g., hallway, cafeteria, locker room, playground, school perimeter, bus);
22. Targeted use of teacher aides;
23. Disciplinary action, including dismissal, for school staff who contributed to the problem;
24. Supportive institutional interventions, including participation in the Intervention and Referral Services Team, pursuant to N.J.A.C. 6A:16-8;
25. Parent conferences;
26. Family counseling;
27. Development of a general harassment, intimidation, and bullying response plan;
28. Behavioral expectations communicated to students and parents;
29. Participation of the entire student body in problem-solving harassment, intimidation, and bullying issues;
30. Recommendations of a student behavior or ethics council;
31. Participation in peer support groups;
32. School transfers; and
33. Involvement of law enforcement officers, including school resource officers and juvenile officers or other appropriate legal action.

Consequences and Appropriate Remedial Actions – Adults

The district will also impose appropriate consequences and remedial actions to an adult who commits an act of harassment, intimidation, or bullying of a student. The consequences may include, but not be limited to: verbal or written reprimand, increment withholding, legal action, disciplinary action, termination, and/or bans from providing services, participating in school district-sponsored programs, or being in school buildings or on school grounds. Remedial measures may include, but not be limited to: in or out-of-school counseling, professional development programs, and work environment modifications.



POLICY GUIDE

PUPILS

5512/page 12 of 26

Harassment, Intimidation, and Bullying

Target/Victim Support

Districts should identify a range of strategies and resources that will be available to individual victims of harassment, intimidation, and bullying, and respond in a manner that provides relief to victims and does not stigmatize victims or further their sense of persecution. The type, diversity, location, and degree of support are directly related to the student's perception of safety.

Sufficient safety measures should be undertaken to ensure the victims' physical and social-emotional well-being and their ability to learn in a safe, supportive, and civil educational environment.

Examples of support for student victims of harassment, intimidation, and bullying include:

1. Teacher aides;
2. Hallway and playground monitors;
3. Partnering with a school leader;
4. Provision of an adult mentor;
5. Assignment of an adult "shadow" to help protect the student;
6. Seating changes;
7. Schedule changes;
8. School transfers;
9. Before- and after-school supervision;
10. School transportation supervision;
11. Counseling; and
12. Treatment or therapy.

E. Harassment, Intimidation, and Bullying Reporting Procedure

The Board of Education requires the Principal at each school to be responsible for receiving complaints alleging violations of this Policy. All Board members, school employees, and volunteers and contracted service providers who have contact with students are required to verbally report alleged violations of this Policy to the Principal or the Principal's designee on the same day when the individual witnessed or received reliable information regarding any such incident. All Board members, school employees, and volunteers and contracted service providers who have contact with students, also shall submit a report in writing to the Principal within two school days of the verbal report.



POLICY GUIDE

PUPILS

5512/page 13 of 26

Harassment, Intimidation, and Bullying

The Principal will inform the parents of all students involved in alleged incidents, and, as appropriate, may discuss the availability of counseling and other intervention services. The Principal, upon receiving a verbal or written report, may take interim measures to ensure the safety, health, and welfare of all parties pending the findings of the investigation.

Students, parents, and visitors are encouraged to report alleged violations of this Policy to the Principal on the same day when the individual witnessed or received reliable information regarding any such incident. Students, parents, and visitors may report an act of harassment, intimidation, or bullying anonymously. Formal action for violations of the Code of Student Conduct may not be taken solely on the basis of an anonymous report.

A Board member or school employee who promptly reports an incident of harassment, intimidation, or bullying and who makes this report in compliance with the procedures set forth in this Policy, is immune from a cause of action for damages arising from any failure to remedy the reported incident.

In accordance with the provisions of N.J.S.A. 18A:37-18, the harassment, intimidation, and bullying law does not prevent a victim from seeking redress under any other available law, either civil or criminal, nor does it create or alter any tort liability.

The district may consider every mechanism available to simplify reporting, including standard reporting forms and/or web-based reporting mechanisms. For anonymous reporting, the district may consider locked boxes located in areas of a school where reports can be submitted without fear of being observed.

A school administrator who receives a report of harassment, intimidation, and bullying from a district employee, and fails to initiate or conduct an investigation, or who should have known of an incident of harassment, intimidation, or bullying and fails to take sufficient action to minimize or eliminate the harassment, intimidation, or bullying, may be subject to disciplinary action.



POLICY GUIDE

PUPILS

5512/page 14 of 26

Harassment, Intimidation, and Bullying

F. Anti-Bullying Coordinator, Anti-Bullying Specialist, and School Safety Team(s)

1. The Superintendent shall appoint a district Anti-Bullying Coordinator. The Superintendent shall make every effort to appoint an employee of the school district to this position.

The district Anti-Bullying Coordinator shall:

- a. Be responsible for coordinating and strengthening the school district's policies to prevent, identify, and address harassment, intimidation, or bullying of students;
 - b. Collaborate with school Anti-Bullying Specialists in the district, the Board of Education, and the Superintendent to prevent, identify, and respond to harassment, intimidation, or bullying of students in the district;
 - c. Provide data, in collaboration with the Superintendent, to the Department of Education regarding harassment, intimidation, or bullying of students;
 - d. Execute such other duties related to school harassment, intimidation, or bullying as requested by the Superintendent; and
 - e. Meet at least twice a school year with the school Anti-Bullying Specialist(s) to discuss and strengthen procedures and policies to prevent, identify, and address harassment, intimidation, and bullying in the district.
2. The Principal in each school shall appoint a school Anti-Bullying Specialist. The Anti-Bullying Specialist shall be a guidance counselor, school psychologist, or other certified staff member trained to be the Anti-Bullying Specialist from among the currently employed staff in the school.



POLICY GUIDE

PUPILS

5512/page 15 of 26

Harassment, Intimidation, and Bullying

The school Anti-Bullying Specialist shall:

- a. Chair the School Safety Team as provided in N.J.S.A. 18A:37-21;
 - b. Lead the investigation of incidents of harassment, intimidation, or bullying in the school; and
 - c. Act as the primary school official responsible for preventing, identifying, and addressing incidents of harassment, intimidation, or bullying in the school.
3. A School Safety Team shall be formed in each school in the district to develop, foster, and maintain a positive school climate by focusing on the on-going systemic operational procedures and educational practices in the school, and to address issues such as harassment, intimidation, or bullying that affect school climate and culture. Each School Safety Team shall meet, at a minimum, two times per school year. The School Safety Team shall consist of the Principal or the Principal's designee who, if possible, shall be a senior administrator in the school and the following appointees of the Principal: a teacher in the school; a school Anti-Bullying Specialist; a parent of a student in the school; and other members to be determined by the Principal. The school Anti-Bullying Specialist shall serve as the chair of the School Safety Team.

The School Safety Team shall:

- a. Receive records of all complaints of harassment, intimidation, or bullying of students that have been reported to the Principal;
- b. Receive copies of all reports prepared after an investigation of an incident of harassment, intimidation, or bullying;
- c. Identify and address patterns of harassment, intimidation, or bullying of students in the school;



POLICY GUIDE

PUPILS

5512/page 16 of 26

Harassment, Intimidation, and Bullying

- d. Review and strengthen school climate and the policies of the school in order to prevent and address harassment, intimidation, or bullying of students;
- e. Educate the community, including students, teachers, administrative staff, and parents, to prevent and address harassment, intimidation, or bullying of students;
- f. Participate in the training required pursuant to the provisions of N.J.S.A. 18A:37-13 et seq. and other training which the Principal or the district Anti-Bullying Coordinator may request. The School Safety Team shall be provided professional development opportunities that may address effective practices of successful school climate programs or approaches; and
- g. Execute such other duties related to harassment, intimidation, or bullying as requested by the Principal or district Anti-Bullying Coordinator.

Notwithstanding any provision of N.J.S.A. 18A:37-21 to the contrary, a parent who is a member of the School Safety Team shall not participate in the activities of the team set forth in 3. a., b., or c. above or any other activities of the team which may compromise the confidentiality of a student, consistent with, at a minimum, the requirements of the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232 and 34 CFR Part 99), N.J.A.C. 6A:32-7, Student Records and N.J.A.C. 6A:14-2.9, Student Records.

G. Harassment, Intimidation, and Bullying Investigation

The Board requires a thorough and complete investigation to be conducted for each report of violations and complaints which either identify harassment, intimidation, or bullying or describe behaviors that indicate harassment, intimidation, or bullying. The investigation shall be initiated by the Principal or the Principal's designee within one school day of the verbal report of the incident. The investigation shall be conducted by the school Anti-Bullying Specialist in coordination with the Principal. The Principal may appoint additional personnel who are not school Anti-Bullying Specialists to assist with the investigation.



POLICY GUIDE

PUPILS

5512/page 17 of 26

Harassment, Intimidation, and Bullying

The investigation shall be completed and the written findings submitted to the Principal as soon as possible, but not later than ten school days from the date of the written report of the incident. Should information regarding the reported incident and the investigation be received after the end of the ten-day period, the school Anti-Bullying Specialist shall amend the original report of the results of the investigation to ensure there is an accurate and current record of the facts and activities concerning the reported incident.

The Principal shall proceed in accordance with the Code of Student Conduct, as appropriate, based on the investigation findings. The Principal shall submit the report to the Superintendent within two school days of the completion of the investigation and in accordance with the Administrative Procedures Act (N.J.S.A. 52:14B-1 et seq.). As appropriate to the findings from the investigation, the Superintendent shall ensure the Code of Student Conduct has been implemented and may decide to provide intervention services, order counseling, establish training programs to reduce harassment, intimidation, or bullying and enhance school climate, impose discipline, or take or recommend other appropriate action, as necessary.

The Superintendent shall report the results of each investigation to the Board of Education no later than the date of the regularly scheduled Board of Education meeting following the completion of the investigation. The Superintendent's report shall include information on any consequences imposed under the Code of Student Conduct, any services provided, training established, or other action taken or recommended by the Superintendent.

Parents of involved student offenders and targets/victims shall be provided with information about the investigation, in accordance with Federal and State law and regulation. The information to be provided to parents shall include the nature of the investigation, whether the district found evidence of harassment, intimidation, or bullying, and whether consequences were imposed or services provided to address the incident of harassment, intimidation, or bullying. This information shall be provided in writing within five school days after the results of the investigation are reported to the Board of Education.



POLICY GUIDE

PUPILS

5512/page 18 of 26

Harassment, Intimidation, and Bullying

A parent may request a hearing before the Board of Education after receiving the information about the investigation. The hearing shall be held within ten school days of the request. The Board of Education shall conduct the hearing in executive session, pursuant to the Open Public Meetings Act (N.J.S.A. 10:4-1 et seq.), to protect the confidentiality of the students. At the hearing, the Board may hear testimony from and consider information provided by the school Anti-Bullying Specialist and others, as appropriate, regarding the incident, the findings from the investigation of the incident, recommendations for consequences or services, and any programs instituted to reduce such incidents, prior to rendering a determination.

At the regularly scheduled Board of Education meeting following its receipt of the Superintendent's report on the results of the investigations to the Board or following a hearing in executive session, the Board shall issue a decision, in writing, to affirm, reject, or modify the Superintendent's decision. The Board's decision may be appealed to the Commissioner of Education, in accordance with N.J.A.C. 6A:3, Controversies and Disputes, no later than ninety days after issuance of the Board of Education's decision.

A parent, student, or organization may file a complaint with the Division on Civil Rights within one hundred eighty days of the occurrence of any incident of harassment, intimidation, or bullying based on membership in a protected group as enumerated in the "Law Against Discrimination," P.L.1945, c.169 (C.10:5-1 et seq.).

H. Range of Responses to an Incident of Harassment, Intimidation, or Bullying

The Board shall establish a range of responses to harassment, intimidation, and bullying incidents and the Principal and the Anti-Bullying Specialist shall appropriately apply these responses once an incident of harassment, intimidation, or bullying is confirmed. The Superintendent shall respond to confirmed harassment, intimidation, and bullying, according to the parameters described in this Policy. The range of ways in which school staff will respond shall include an appropriate combination of counseling, support services, intervention services, and other programs. The Board recognizes that some acts of harassment, intimidation, or bullying may be isolated incidents



POLICY GUIDE

PUPILS

5512/page 19 of 26

Harassment, Intimidation, and Bullying

requiring the school officials respond appropriately to the individual(s) committing the acts. Other acts may be so serious or parts of a larger pattern of harassment, intimidation, or bullying that they require a response either at the classroom, school building, or school district level or by law enforcement officials.

For every incident of harassment, intimidation, or bullying, the school officials must respond appropriately to the individual who committed the act. The range of responses to confirmed harassment, intimidation, or bullying acts should include individual, classroom, school, or district responses, as appropriate to the findings from each incident. Examples of responses that apply to each of these categories are provided below:

1. Individual responses can include consistent and appropriate positive behavioral interventions (e.g., peer mentoring, short-term counseling, life skills groups) intended to remediate the problem behaviors.
2. Classroom responses can include class discussions about an incident of harassment, intimidation or bullying, role plays (when implemented with sensitivity to a student's situation or involvement with harassment, intimidation, and bullying), research projects, observing and discussing audio-visual materials on these subjects, and skill-building lessons in courtesy, tolerance, assertiveness, and conflict management.
3. School responses can include theme days, learning station programs, "acts of kindness" programs or awards, use of student survey data to plan prevention and intervention programs and activities, social norms campaigns, posters, public service announcements, "natural helper" or peer leadership programs, "upstander" programs, parent programs, the dissemination of information to students and parents explaining acceptable uses of electronic and wireless communication devices, and harassment, intimidation, and bullying prevention curricula or campaigns.



POLICY GUIDE

PUPILS

5512/page 20 of 26

Harassment, Intimidation, and Bullying

4. District-wide responses can comprise of adoption of school-wide programs, including enhancing the school climate, involving the community in policy review and development, providing professional development coordinating with community-based organizations (e.g., mental health, health services, health facilities, law enforcement, faith-based organizations), launching harassment, intimidation, and bullying prevention campaigns.

I. Reprisal or Retaliation Prohibited

The Board prohibits a Board member, school employee, contracted service provider who has contact with students, school volunteer, or student from engaging in reprisal, retaliation, or false accusation against a victim, witness, or one with reliable information, or any other person who has reliable information about an act of harassment, intimidation, or bullying or who reports an act of harassment, intimidation, or bullying. The consequence and appropriate remedial action for a person who engages in reprisal or retaliation shall be determined by the administrator after consideration of the nature, severity, and circumstances of the act, in accordance with case law, Federal and State statutes and regulations, and district policies and procedures. All suspected acts of reprisal or retaliation will be taken seriously and appropriate responses will be made in accordance with the totality of the circumstances.

Examples of consequences and remedial measures for students who engage in reprisal or retaliation are listed and described in the Consequences and Appropriate Remedial Actions section of this Policy.

Examples of consequences for a school employee or a contracted service provider who has contact with students who engage in reprisal or retaliation may include, but not be limited to: verbal or written reprimand, increment withholding, legal action, disciplinary action, termination, and/or bans from providing services, participating in school district-sponsored programs, or being in school buildings or on school grounds. Remedial measures may include, but not be limited to: in or out-of-school counseling, professional development programs, and work environment modifications.



POLICY GUIDE

PUPILS

5512/page 21 of 26

Harassment, Intimidation, and Bullying

Examples of consequences for a Board member who engages in reprisal or retaliation may include, but not be limited to: reprimand, legal action, and other action authorized by statute or administrative code. Remedial measures may include, but not be limited to: counseling and professional development.

J. Consequences and Appropriate Remedial Action for False Accusation

The Board prohibits any person from falsely accusing another as a means of retaliation or as a means of harassment, intimidation, or bullying.

1. **Students - Consequences and appropriate remedial action for a student found to have falsely accused another as a means of harassment, intimidation, or bullying or as a means of retaliation may range from positive behavioral interventions up to and including suspension or expulsion, as permitted under N.J.S.A. 18A:37-1 et seq., Discipline of Students and as set forth in N.J.A.C. 6A:16-7.2, Short-term Suspensions, N.J.A.C. 6A:16-7, Long-term Suspensions and N.J.A.C. 6A:16-7.5, Expulsions and those listed and described in the Consequences and Appropriate Remedial Actions section of this Policy.**
2. **School Employees - Consequences and appropriate remedial action for a school employee or contracted service provider who has contact with students found to have falsely accused another as a means of harassment, intimidation, or bullying or as a means of retaliation could entail discipline in accordance with district policies, procedures, and agreements which may include, but not be limited to: reprimand, suspension, increment withholding, termination, and/or bans from providing services, participating in school district-sponsored programs, or being in school buildings or on school grounds. Remedial measures may include, but not be limited to: in or out-of-school counseling, professional development programs, and work environment modifications.**



POLICY GUIDE

PUPILS

5512/page 22 of 26

Harassment, Intimidation, and Bullying

3. Visitors or Volunteers - Consequences and appropriate remedial action for a visitor or volunteer found to have falsely accused another as a means of harassment, intimidation, or bullying or as a means of retaliation could be determined by the school administrator after consideration of the nature, severity, and circumstances of the act, including law enforcement reports or other legal actions, removal of buildings or grounds privileges, or prohibiting contact with students or the provision of student services. Remedial measures may include, but not be limited to: in or out-of-school counseling, professional development programs, and work environment modifications.

K. Harassment, Intimidation, and Bullying Policy Publication and Dissemination

This Policy will be disseminated annually by the Superintendent to all school employees, contracted service providers who have contact with students, school volunteers, students, and parents who have children enrolled in a school in the district, along with a statement explaining the Policy applies to all acts of harassment, intimidation, or bullying, pursuant to N.J.S.A. 18A:37-14 that occur on school property, at school-sponsored functions, or on a school bus and, as appropriate, acts that occur off school grounds.

The Superintendent shall ensure that notice of this Policy appears in the student handbook and all other publications of the school district that set forth the comprehensive rules, procedures, and standards for schools within the school district.

The Superintendent shall post a link to the district's Harassment, Intimidation, and Bullying Policy that is prominently displayed on the homepage of the school district's website. The district will notify students and parents this Harassment, Intimidation, and Bullying Policy is available on the school district's website.

The Superintendent shall post the name, school phone number, school address, and school email address of the district Anti-Bullying Coordinator on the home page of the school district's website. Each Principal shall post the name, school phone number, address, and school email address of both the Anti-Bullying Specialist and the



POLICY GUIDE

PUPILS

5512/page 23 of 26

Harassment, Intimidation, and Bullying

district Anti-Bullying Coordinator on the home page of each school's website.

L. **Harassment, Intimidation, and Bullying Training and Prevention Programs**

The Superintendent and Principal(s) shall provide training on the school district's Harassment, Intimidation, and Bullying Policy to current and new school employees; including administrators, instructors, student support services, administrative/office support, transportation, food service, facilities/maintenance; contracted service providers; and volunteers who have significant contact with students; and persons contracted by the district to provide services to students. The training shall include instruction on preventing bullying on the basis of the protected categories enumerated in N.J.S.A. 18A:37-14 and other distinguishing characteristics that may incite incidents of discrimination, harassment, intimidation, or bullying.

Each public school teacher and educational services professional shall be required to complete at least two hours of instruction in harassment, intimidation, and bullying prevention within each five year professional development period as part of the professional development requirement pursuant to N.J.S.A. 18:37-22.d. The required two hours of suicide prevention instruction shall include information on the risk of suicide and incidents of harassment, intimidation, or bullying and information on reducing the risk of suicide in students who are members of communities identified as having members at high risk of suicide.

Each newly elected or appointed Board member must complete, during the first year of the member's first term, a training program on harassment, intimidation, and bullying in accordance with the provisions of N.J.S.A. 18A:12-33.

The school district shall provide time during the usual school schedule for the Anti-Bullying Coordinator and each school Anti-Bullying Specialist to participate in harassment, intimidation, and bullying training programs.



POLICY GUIDE

PUPILS

5512/page 24 of 26

Harassment, Intimidation, and Bullying

A school leader shall complete school leader training that shall include information on the prevention of harassment, intimidation, and bullying as required in N.J.S.A. 18A:26-8.2.

The school district shall annually observe a "Week of Respect" beginning with the first Monday in October. In order to recognize the importance of character education, the school district will observe the week by providing age-appropriate instruction focusing on the prevention of harassment, intimidation, and bullying as defined in N.J.S.A. 18A:37-14. Throughout the school year the district will provide ongoing age-appropriate instruction on preventing harassment, intimidation, or bullying, in accordance with the Core Curriculum Content Standards, pursuant to N.J.S.A. 18A:37-29.

The school district and each school in the district will annually establish, implement, document, and assess harassment, intimidation, and bullying prevention programs or approaches, and other initiatives in consultation with school staff, students, administrators, volunteers, parents, law enforcement, and community members. The programs or approaches and other initiatives shall be designed to create school-wide conditions to prevent and address harassment, intimidation, and bullying in accordance with the provisions of N.J.S.A. 18A:37-17 et seq.

M. Harassment, Intimidation, and Bullying Policy Reevaluation, Reassessment and Review

The Superintendent shall develop and implement a process for annually discussing the school district's Harassment, Intimidation, and Bullying Policy with students.

The Superintendent and the Principal(s) shall annually conduct a reevaluation, reassessment, and review of the Harassment, Intimidation, and Bullying Policy, with input from the schools' Anti-Bullying Specialists, and recommend revisions and additions to the Policy as well as to harassment, intimidation, and bullying prevention programs and approaches based on the findings from the evaluation, reassessment, and review.



POLICY GUIDE

PUPILS

5512/page 25 of 26

Harassment, Intimidation, and Bullying

N. Reports to Board of Education and New Jersey Department of Education

The Superintendent shall report two times each school year, between September 1 and January 1 and between January 1 and June 30 at a public hearing all acts of violence, vandalism, and harassment, intimidation, and bullying which occurred during the previous reporting period in accordance with the provisions of N.J.S.A. 18A:17-46. The information shall also be reported to the New Jersey Department of Education in accordance with N.J.S.A. 18A:17-46.

O. School and District Grading Requirements

Each school and each district shall receive a grade for the purpose of assessing their efforts to implement policies and programs consistent with the provisions of N.J.S.A. 18:37-13 et seq. The grade received by a school and the district shall be posted on the homepage of the school's website and the district's website in accordance with the provisions of N.J.S.A. 18A:17-46. A link to the report that was submitted by the Superintendent to the Department of Education shall also be available on the school district's website. This information shall be posted on the websites within ten days of receipt of the grade for each school and the district.

P. Reports to Law Enforcement

Some acts of harassment, intimidation, and bullying may be bias-related acts and potentially bias crimes and school officials must report to law enforcement officials either serious acts or those which may be part of a larger pattern in accordance with the provisions of the Memorandum of Agreement Between Education and Law Enforcement Officials.

Q. Collective Bargaining Agreements and Individual Contracts

Nothing in N.J.S.A. 18A:37-13.1 et seq. may be construed as affecting the provisions of any collective bargaining agreement or individual contract of employment in effect on the Anti-Bullying Bill of Rights Act's effective date (January 5, 2011). N.J.S.A. 18A:37-30.



POLICY GUIDE

PUPILS

5512/page 26 of 26

Harassment, Intimidation, and Bullying

The Board of Education prohibits the employment of or contracting for school staff positions with individuals whose criminal history record check reveals a record of conviction for a crime of bias intimidation or conspiracy to commit or attempt to commit a crime of bias intimidation.

R. Students with Disabilities

Nothing contained in N.J.S.A. 18A:37-13.1 et seq. may alter or reduce the rights of a student with a disability with regard to disciplinary actions or to general or special education services and supports. N.J.S.A. 18A:37-32.

The school district shall submit all subsequent amended Harassment, Intimidation, and Bullying Policies to the Executive County Superintendent of Schools within thirty days of Board adoption.

N.J.S.A. 18A:37-13 through 18A:37-32

N.J.A.C. 6A:16-7.1 et seq.; 6A:16-7.9 et seq.

Model Policy and Guidance for Prohibiting Harassment, Intimidation, and Bullying on School Property, at School-Sponsored Functions and on School Buses – April 2011 – New Jersey Department of Education

Memorandum – New Jersey Commissioner of Education – Guidance for Schools on Implementing the Anti-Bullying Bill of Rights Act – December 16, 2011

Adopted: 23 August 2010

Revised: 29 August 2011

Revised: 07 November 2011

Revised:



PUPILS

R 5512/ Page 1 of 3

Harassment, Intimidation, or Bullying

**R 5512 HARASSMENT, INTIMIDATION OR BULLYING INVESTIGATION
PROCEDURE (M)**

The Board of Education authorizes a prompt investigation of reports and violations and complaints of harassment, intimidation, or bullying in accordance with the provisions of N.J.S.A. 18A:37-15(b)6.

The following investigation procedure shall be used for all allegations of harassment, intimidation, or bullying:

1. An investigation shall be initiated by the Principal or the Principal's designee within one school day of the verbal report of the incident and shall be conducted by a school's Anti-Bullying Specialist, in coordination with the Principal.
 - a. The Principal may appoint additional personnel who are not school Anti-Bullying Specialists to assist in the investigation.
2. The investigation shall be completed as soon as possible, but not later than ten school days from the date of the written report of the incident of harassment, intimidation, or bullying.
 - a. In the event that there is information relative to the investigation that is anticipated but not yet received by the end of the ten-day period, the school Anti-Bullying Specialist may amend the original report of the results of the investigation to reflect the information.
3. The results of the investigation shall be reported to the Superintendent of Schools within two school days of the completion of the investigation, and in accordance with regulations promulgated by the State Board of Education pursuant to the "Administrative Procedure Act," P.L.1968, c.410 (C.52:14B-1 et seq.).
4. The Superintendent of Schools may decide to provide intervention services, establish training programs to reduce harassment, intimidation, or bullying and enhance school climate, impose discipline, order counseling as a result of the findings of the investigation, or take or recommend other appropriate action.



PUPILS

R 5512/ Page 2 of 3

Harassment, Intimidation, or Bullying

5. The results of each investigation shall be reported to the Board of Education no later than the date of the next Board of Education Meeting following the completion of the investigation, along with information on any services provided, training established, discipline imposed, or other action taken or recommended by the Superintendent.
6. Parents of individual student offenders and targets/victims shall be entitled to receive information about the investigation, in accordance with Federal and State law and regulation, including the nature of the investigation, whether the district found evidence of harassment, intimidation, or bullying, or whether discipline was imposed or services provided to address the incident of harassment, intimidation, or bullying. This information shall be provided in writing within five school days after the results of the investigation are reported to the Board of Education.
7. A parent may request a hearing before the Board of Education after receiving the information.
 - a. This hearing shall be held within ten school days of the request;
 - b. The Board shall meet in executive session for the hearing to protect the confidentiality of the students; and
 - c. At the hearing the Board may hear from the school Anti-Bullying Specialist about the incident, recommendations for discipline or services, and any programs instituted to reduce such incidents.
8. At the next regularly scheduled Board of Education meeting following its receipt of the Superintendent's report on the results of each investigation to the Board or following a hearing in executive session, the Board shall issue a decision, in writing, to affirm, reject, or modify the Superintendent's decision. The Board's decision may be appealed to the Commissioner of Education, in accordance with the procedures set forth in law and regulation, no later than ninety days after the issuance of the Board's decision.
9. A parent, student, or organization may file a complaint with the Division on Civil Rights within one hundred eighty days of the occurrence of any



PUPILS

R 5512/ Page 3 of 3

Harassment, Intimidation, or Bullying

incident of harassment, intimidation, or bullying based on membership in a protected group as enumerated in the "Law Against Discrimination," P.L.1945, c.169 (C.10:5-1 et seq.).

Adopted: 23 August 2010

Revised: 29 August 2011

Revised:



3216 DRESS AND GROOMING

The Board expects all staff members to be neatly groomed and dressed in clothing suitable for the subject of instruction, the work being performed, or the occasion.

The Board retains the authority to specify the following dress and grooming guidelines for staff, within law, that will prevent such matters from having an adverse impact on the educational process. All staff members shall, when assigned to district duty:

1. Be physically clean, neat, and well groomed;
2. Dress in a manner reflecting their assignments;
3. Dress in a manner that does not cause damage to district property; and
4. Dress and be groomed in such a way so as not to cause a health or safety hazard.
5. **Blue jeans, denim, stretch pants/leggings in place of slacks are prohibited.**
6. **Male staff are to wear collared button down shirts.**
7. **Physical Education staff are to wear collared polo shirts.**
8. **Sandals such as "flip-flops," and slippers are prohibited.**
9. **Sneakers, except for Physical Education staff, are prohibited.**
10. **Spirit Wear may be worn on designated days set by School Administrator.**

If a staff member feels that an exception to this policy would enable him/her to carry out assigned duties more effectively, a request shall be made to the Superintendent.

N.J.S.A. 18A:27-4

Adopted: 23 August 2010

Revised



4216 DRESS AND GROOMING

The Board expects all staff members to be neatly groomed and dressed in clothing suitable for the work being performed, or the occasion.

The Board retains the authority to specify the following dress and grooming guidelines for staff, within law, that will prevent such matters from having an adverse impact on the educational process. All staff members shall, when assigned to district duty:

1. Be physically clean, neat, and well groomed;
2. Dress in a manner reflecting their assignments;
3. Dress in a manner that does not cause damage to district property; and
4. Dress and be groomed in such a way so as not to cause a health or safety hazard.
5. **Blue jeans, denim, stretch pants/leggings in place of slacks are prohibited.**
6. **Male staff are to wear collared button down shirts.**
7. **Physical Education staff are to wear collared polo shirts.**
8. **Sandals such as "flip-flops" and slippers are prohibited.**
9. **Sneakers, except for Physical Education staff, are prohibited.**
10. **Spirit Wear may be worn on designated days set by School Administrator.**

Uniforms shall be worn as required.

If a staff member feels that an exception to this policy would enable him/her to carry out assigned duties more effectively, a request shall be made to the Superintendent.

Adopted: 23 August 2010

Revised:



5200 ATTENDANCE (M)

M

In order for the Board of Education to fulfill its responsibility for providing a thorough and efficient education for each pupil, the complete cooperation of parent(s) or legal guardian(s) and pupils is required to maintain a high level of school attendance.

The frequent absence of pupils from classroom learning experiences, whether such absences are excused or unexcused, disrupts the continuity of the instructional process and limits the ability of pupils to complete the prescribed curriculum requirements successfully.

A pupil must be in attendance for ninety five percent or more of the scheduled school days in order to be considered to have successfully completed the instructional program requirements of the grade/course to which he/she is assigned. High school pupils absences, both excused and unexcused, shall be calculated per period - sixteen per year, eight per semester and four per marking period.

A waiver of these attendance requirements may be granted for good cause (including extended medical absences) by the school Principal upon recommendation of a review committee, appointed by him/her, and consisting of representative staff, including pupil service personnel and classroom teachers.

In recommending the granting of a waiver of this attendance requirement, the review committee shall consider the nature and causes of all absences rather than only those in excess of the ten percent. Documentation of the nature and causes of these absences shall be the responsibility of the pupil and parent(s) or legal guardian(s).

Parent(s) or legal guardian(s) are responsible for notifying the school before the start of school when a child will be absent and for informing the school of the reason for the absence.

Excused Absences

An excused absence is one for which there is a valid reason for the absence as defined by district policy. In order for an absence to be excused:

1. The parent(s) or legal guardian(s) must notify the school before the start of school that the pupil will be absent that day. Such notification must take place each day the pupil is absent from school.



2. The parent(s) or legal guardian(s) must provide a written excuse clearly stating the reason for the absence when the pupil returns to school.
3. If a pupil is absent for more than five consecutive days, the parent(s) or legal guardian(s) must provide a written note from a doctor clearly stating the reason for the absence.

The Board considers the following as cause for excused absence:

1. Illness or accident;
2. Required court attendance;
3. Death in the family;
4. Religious observance - In accordance with statute, no pupil absent for religious observance of a day recognized by the Commissioner of Education or this Board of Education shall be charged with an unexcused absence, deprived of an award or eligibility/opportunity to compete for an award, or of the right to take an alternate to a test or examination missed through such absence; and
5. Such good cause as may be acceptable to the Principal

Attendance need not always be within the school facilities. A pupil will be considered to be in attendance if he/she is present at any place where school is in session by authority of the Board.

Truancy

A pupil will be considered truant if he/she is absent without a valid reason as defined above in Excused Absences. Such absence will be considered an unexcused absence. The Board will report to appropriate authorities infractions of the law regarding the attendance of pupils below the age of sixteen. The Superintendent shall develop regulations that provide a graduated series of district actions dependent on the number of unexcused absences.

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



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

Late Arrival and Early Dismissal

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

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

1. Medical or dental appointments which cannot be scheduled outside of school hours;
2. Medical disability;
3. Family emergency;
4. Court appearance; and
5. Such good cause as may be acceptable to the administration.

No pupil in grades Kindergarten through eight shall be permitted to leave the school before the close of the school day unless he/she is met in the school office by his/her parent(s) or legal guardian(s) or a person authorized by the parent(s) or legal guardian(s) to act in his/her behalf. A pupil who suffers from an incapacitating medical disability will be released from school only to his/her parent(s) or legal guardian(s) or other designated adult.

Tardiness not covered by the causes listed shall be cumulative, and may incur penalties.

N.J.S.A. 18A:36-14 et seq.; 18A:38-25 et seq.

N.J.S.A. 34:2-21.1 et seq.

N.J.A.C. 6A:16-7.8

Adopted: 23 August 2010

Revised:



8500 FOOD SERVICES

The Board of Education recognizes the midday meal as an important part of each pupil's school day. The Superintendent shall ensure a wholesome, nutritious food services program in the district and one which reinforces the concepts of nutrition education as taught in the classrooms of this district.

The Board shall provide food service facilities for the consumption of food on school premises. All pupils not expressly excused by the Principal shall be expected to remain at school for lunch in grades Kindergarten through eight. High school pupils may leave the building during their designated lunch period with parent consent. See Addendum - A below.

The operation and supervision of the food services program shall be the responsibility of the School Business Administrator/Board Secretary.

The district shall participate in the Federal Child Nutrition Program.

In order to ensure that the nutritional needs of district pupils are met, the Board directs the organization of a nutritional advisory committee composed of administrators, food service personnel, teachers, parent(s) or legal guardian(s), and pupils interested in the nutritional program of the district. The committee shall make its recommendations to the Superintendent.

The Food Service Program shall be operated on a nonprofit basis. All moneys derived from the operation, maintenance, or sponsorship of the food service facilities shall be deposited in the Food Service Account. The net cash resources of the food service account may not exceed three months' operating cost. A periodic review of the food service account shall be made by the School Business Administrator/Board Secretary. Any surplus funds shall be used to reduce the cost of the service to pupils or to purchase cafeteria equipment.

The Superintendent shall ensure the maintenance of sanitary, neat premises, free from fire and health hazards, for the preparation and consumption of food and the safekeeping and storage of food and food equipment in strict compliance with regulations of the New Jersey State Department of Health.



ADDENDUM – A

Dear Parent(s)/Guardian(s):

We, the Student Representative body, have been working in conjunction with the administration in order to develop a policy that will reinstate the open campus lunch for Juniors and Seniors at Fort Lee High School. This policy will feature new protocols that address safety issues and other concerns. That said, the open campus policy will be reinstated upon the following conditions:

- Students and parents must sign the consent form and be aware of the new policy, as well as its conditions and consequences.
- Students must adhere to both public safety laws and school rules.
- Students leaving and entering the building must present their school-issued Identification Card.
- Seniors with on campus parking privileges must adhere to speed regulations both on and off campus.
- Students leaving for lunch must return on time for their next period class.
- Students and parents should understand that an open campus lunch is a privilege and not an entitlement.

Violation of any these conditions may result in the suspension or termination of open campus privileges for the student with discretion of the Administration. Violations are considered with regard to progressive disciplinary action. First Offense results in Two Day Suspension of Open Campus privileges, Second Offense results in Two Week Suspension of Open Campus privileges, as Third Offense results in an Indefinite Suspension of Open Campus privileges. It is imperative to obtain your permission in order to ensure the safety of the students.

Students: Upon signature of this document, I acknowledge that I am aware of the conditions that must be met in order to participate in the open campus lunch program at Fort Lee High School.



POLICY

FORT LEE BOARD OF EDUCATION

OPERATIONS
8500/Page 3 of 3
FOOD SERVICES

(Sign and return bottom portion)

Parents: By signing this document, I grant permission for my son/daughter/ward,
_____ (name) to participate in the open campus lunch
program at Fort Lee High School, with the understanding that the open campus lunch
privileges may be suspended or terminated if any of the conditions are violated.

Student Signature: _____

Date: _____

Parent Signature: _____

Date: _____

N.J.S.A. 18A:18A-42.1; 18A:33-3 et seq.; 18A:58-7.1

N.J.A.C. 6A:23-2.6 et seq.

N.J.A.C. 8:24-2.1 through 7.5

Adopted: 23 August 2010

Revised:



TRANSPORTATION OF DISABLED PUPILS (M)

8670 TRANSPORTATION OF DISABLED PUPILS (M)

M

The Board of Education shall provide transportation services for pupils with disabilities as required by law and dictated by the pupil's educational needs and physical welfare. The Board will provide the transportation specified as a related service in the program of special education approved for a disabled pupil. Such transportation will conform to the pupil's Individualized Education Program (IEP) and the transportation requirements described by the Child Study Team or prescribed by the school physician. Transportation to a placement outside this district will conform to the school calendar of the receiving school.

The transportation of a disabled pupil may include such special equipment, transportation aides, and special arrangements for other assistance to and from and in and around the school. When necessary for the pupil's welfare, the case manager will provide the transportation coordinator and driver with specific information about the pupil. For pupils with disabilities below the age of five, safety belts or restraint systems will be used. A parent/guardian, or adult designee must receive student at drop off site.

The transportation of disabled pupils to special education programs approved by the Board and located outside the state will conform to guidelines established by the New Jersey State Department of Education. Such transportation services will be dictated by the pupil's IEP and approved by the Child Study Team. The individual plan for a disabled pupil's out-of-state transportation will be submitted to the Office of the County Superintendent prior to its implementation. In general, transportation of out-of-state disabled pupils will be by the most economical and expeditious mode consistent with the pupil's special needs and will be limited to travel at the beginning and the ending of the school year.

State aid will be sought for the services provided in accordance with law and this policy. The Board directs that appropriate records be maintained and all relevant documentation be preserved in order that the district be properly reimbursed for the costs of transportation.

N.J.S.A. 18A:39-2.1; 18A:46-19.6; 18A:46-23
N.J.A.C. 6A:14-3.9(a)7; 6A:27-5.1 et seq.

Adopted: 23 August 2010

Revised:



9700 SPECIAL INTEREST GROUPS

The Board of Education recognizes the contributions of persons and organizations outside the school district may take the form of materials, activities, and awards that tend to serve the interests of the contributor as well as benefit the school district and pupils. For the purposes of this Policy, "organizations outside the school district" shall be any organization, group, activity, club, association, agency, or individual that is not approved or sponsored by the Board of Education.

The Board reserves the right to review, approve, or reject proposed contributions from organizations outside the school district. Proposed contributions may be rejected by the Board, including but not limited to, proposed contributions that have the primary effect of advancing the name, product, or special interest of a person, corporation, or organization; fail to meet district standards of accuracy and good taste; are of little or no educational value to pupils; make unreasonable demands upon the time and energies of staff and pupils or upon the resources of the district; interrupt or interfere with the regular school program; or involve a direct cost to the district.

The approval of the use of any material or the conduct of any activity offered by an organization outside the school district shall not under any circumstances be construed as an endorsement by this Board of any interest, cause, or organization.

Permission to solicit or raise funds on school premises will be granted only to those persons and organizations whose purposes are consistent with the goals of this district and the interests of the community and are in accordance with the Board's fundraising policy. Solicitation or fundraising may not interfere with the orderly operation of the schools. The Board will not be responsible for the protection of or accounting for such funds and these funds may not be deposited in any district account.

The Board will not permit the distribution of literature to or through pupils in the school district for any organization outside the school district.

However, distribution of literature to or through pupils in the school district may be approved by the Superintendent of Schools or designee if the organization requesting the distribution of literature is a local, State, county or Federal governmental agency or a community, non-profit organization and the information is determined by the Superintendent or designee to be of special interest to school district pupils or the community. Approval for such, shall be provided in writing following requests for the distribution of this literature must be submitted to the Superintendent or designee with one copy of the specific literature to be distributed. The approval and method of the distribution of literature will be at the discretion of the Superintendent or designee. Any



POLICY

FORT LEE BOARD OF EDUCATION

COMMUNITY
9700/Page 2 of 2
SPECIAL INTEREST GROUPS

approval for such distribution will be consistent with the governing principles of the First Amendment of the United States Constitution. In no circumstance will the school district release confidential pupil information.

The Board prohibits the distribution of political literature to or through the pupils of this district in school buildings or on school grounds that promotes, favors, or opposes the candidacy of any candidate for election at any annual school election, or the adoption of any bond issue, proposal, or any public question submitted at any general, municipal or school election. No pupil shall be requested or directed by any school official or employee to engage in any activity that tends to promote, favor, or oppose any such candidacy, bond issue, proposal or a public question submitted at any election.

The Board will permit the award of scholarships or prizes to deserving pupils provided that information regarding pupils is released only in accordance with Policy No. 8330 on Pupil Records, the manner of selection of the recipient is approved by the Superintendent or designee and includes consultation with appropriate staff members, and the nature of the prize or award is approved by the Superintendent or designee.

N.J.S.A. 18A:42-4

United States Department of Education - Guidance on Constitutionally Protected Prayer
in Public Elementary and Secondary Schools

Adopted: 23 August 2010

Revised:



FIRST READING OF BYLAW 0143.2:
STUDENT REPRESENTATIVES TO THE BOARD OF EDUCATION

BE IT RESOLVED, the Fort Lee Board of Education approves the **first reading of the following Bylaw listed below and attached hereto**:

Bylaw No.	Topic
0143.2	Student Representatives to the Board of Education

DATED: October 21, 2013
Attachment

Motion by: Mr. Peter Suh

Seconded by: Mrs. Holly Morell

Motion Passed

Motion Failed

ROLL CALL	AYES	NAYS	ABSENT	ABSTAINED
MRS. ESTHER HAN SILVER	X			
MR. CARMELO LUPPINO			X	
MRS. HOLLY MORELL	X			
MRS. CANDACE ROMBA	X			
MR. DAVID SARNOFF	X			
MR. PETER SUH	X			
MR. JOSEPH SURACE	X			
MS. HELEN YOON	X			
MR. YUSANG PARK	X			

BYLAWS

Bylaw No.	Topic
0143.2	Student Representatives to the Board of Education

0143.2 STUDENT REPRESENTATIVES TO THE BOARD OF EDUCATION

The Fort Lee Board of Education believes that its major clientele, the students in the Fort Lee Public Schools, should have representation and appropriate input directly to the deliberations of the Fort Lee Board of Education. To this end, the Fort Lee Board of Education is authorizing a student member(s) to be seated with the Board of Education in its regular deliberations. This student(s) shall be chosen from among students regularly enrolled at Fort Lee High School in grades eleven and twelve. The Superintendent of Schools and the High School Principal shall be charged with the responsibility of providing for the selection of this student(s) through popular election or appointment as a means of selection.

The student member(s), once chosen, shall sit with the Board of Education at all its deliberations including work sessions, regular monthly meetings, and special Board meetings to be called from time to time.

The student representative(s) shall be prohibited from attending sessions where the following subjects are discussed.

1. Negotiations.
2. Selection, evaluation, disciplinary matters pertaining to personnel.
3. Litigation.
4. Other matters which, under the Sunshine Law, would violate the confidentiality of the Board of Education.
5. The student representatives will not participate in closed sessions of the Board and will not Receive any closed session materials.

Whenever a student has any pertinent or relative information regarding an agenda item or item under discussion, he/she may address the Board President for recognition and direction.

Time should be allotted at each regular Board meeting for presentation of student body issues and/or problems. It shall be the responsibility of the Student Representative(s) to the Board of Education to briefly describe general school activities.

The student representative will be expected to adhere to the bylaws and policies adopted by the Board of Education as they affect the function of the representative. It is understood that this obligation includes compliance with the code of ethics promulgated by the New Jersey School Boards Association as adopted by this Board. Each student representative and alternate is required to take an oath of office.

Nothing contained in this policy shall be construed to indicate that the Board is in any way abdicating or relinquishing any of its legal obligations, prerogatives or authority. Nor shall anything contained in this policy be construed to indicate that there is any lessening or circumventing of the responsibilities or relationship of the administration, the professional staff and the Board.

Regulation

Eligibility

To be eligible to serve as Student Board Representative, the applicant must be:

1. A student beginning his/her junior or senior year;
2. Juniors/and or Seniors are selected by student government and approved by Principal and/or Superintendent;
3. A student in good standing.

Term of Office

The student representatives' attendance and participation in any questionable areas would be at the discretion of the President of the Board of Education or by a majority vote of Board Members present at any particular meeting where there is major disagreement with the decision of the President of the Board or Education.

The term of the student representative(s) shall run concurrently with the present school year, that is, from September through June, with attendance in the summer months of July and August optional on the part of the student representative(s).

In the event of a vacancy the Building Principal shall obtain applications from qualified students and make a recommendation for appointment after consultation with appropriate school personnel and Student Council. This recommendation will be forwarded to the Superintendent who will then present the candidate to the Board of Education.

The Superintendent is authorized to establish rules and regulations consistent with this policy.

Adopted:

TECHNOLOGY COMMITTEE

#1T

RESOLUTION NO. 25910

AMENDED VERIZON AGREEMENT FOR NEW INTERNET SERVICES

BE IT RESOLVED, that upon the recommendation of the Interim Superintendent of Schools, the Board of Education approves the **amending of the existing internet contract to increase bandwidth from 30 MBPS to 50 MBPS at a reduction of \$126.00 per month**, as per the attached Verizon Service Agreement.

DATED: October 21, 2013
Attachment

Motion by: Mr. David Sarnoff

Seconded by: Mrs. Candace Romba

Motion Passed

Motion Failed

ROLL CALL	AYES	NAYS	ABSENT	ABSTAINED
MRS. ESTHER HAN SILVER	X			
MR. CARMELO LUPPINO			X	
MRS. HOLLY MORELL	X			
MRS. CANDACE ROMBA	X			
MR. DAVID SARNOFF	X			
MR. PETER SUH	X			
MR. JOSEPH SURACE	X			
MS. HELEN YOON	X			
MR. YUSANG PARK	X			

Verizon Business Service Agreement

Contract ID: 691261-00
Billing Code: 02|05V
Segment: Government & Education
Account Manager: Troy Cromwell

FORT LEE SCHOOL DISTRICT (hereinafter "Customer")

Pricing and/or promotional benefits in this Agreement may not be available if it is signed and delivered to Verizon after **November 15, 2013**.

Fort Lee, NJ 07024

Cheryl Balletto, Business Administrator

Acceptance Date

General Terms and Conditions

This Verizon Business Service Agreement ("Agreement") is made by and between "Verizon," which refers to Verizon Business Network Services Inc., on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services and any other Verizon affiliates identified in applicable service attachments or the Guide (individually and collectively), and FORT LEE SCHOOL DISTRICT ("Customer"). The pricing in this Agreement is effective either: a) when Service (defined below) is installed if Customer has no Verizon service at the time this Agreement is accepted by Verizon or b) otherwise, by the first day of the second full billing cycle following acceptance of the Agreement by Verizon, except where a Service Attachment indicates otherwise for a particular service ("Effective Date"). Verizon acceptance occurs upon Verizon's verification that an unaltered Customer-signed document is received by a Verizon implementation center.

Customer Consent to Use of Customer Proprietary Network Information ("CPNI"). Verizon acknowledges that it has a duty, and Customer has a right, under federal and/or state law to protect the confidentiality of Customer's CPNI. CPNI includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of the telecommunications and interconnected voice over Internet Protocol services Customer purchases from Verizon, as well as related local and toll billing information, made available to Verizon solely by virtue of Customer's relationship with Verizon. With Customer consent, Verizon may share Customer CPNI and other Confidential Information among its affiliates, including Verizon Wireless, and with agents and partners, so that all may use this information to offer Customer the full range of products and services offered by Verizon and its affiliates, including local, long distance, wireless, and Internet services (see www.verizon.com for a description of Verizon companies and services). By signing this Agreement, Customer consents to Verizon using and disclosing Customer CPNI as described above. Customer may refuse CPNI consent by signing this Agreement and by notifying Verizon in writing at cpni-notices@verizonwireless.com and cpni-notices@verizonbusiness.com of Customer's decision to withhold Customer's consent. Customer's consent or refusal to consent will remain valid until Customer otherwise advises Verizon, and in either case, will not affect Verizon's provision of service to Customer.

ILECS and Verizon Wireless. The Terms and Conditions below do not apply to Services provided by Verizon incumbent local exchange carriers ("ILECs") or by Cellco Partnership and its affiliates d/b/a Verizon Wireless ("Verizon Wireless"), which are governed solely by the Service Attachments for such Services and, in the case of ILEC Services, applicable Tariffs (defined below). A Verizon Wireless Service Attachment becomes a part of this Agreement only once it is executed by Verizon Wireless and the Customer.

- Services.** Verizon will provide the products and services ("Services") in the Services Attachments.
 - Network Access
 - Internet Dedicated Services
 - Voice and Data Equipment and Related Services
- Term and Survival.** The "Initial Term" begins upon the Effective Date and ends upon completion of 36 months, at which time the Agreement is automatically extended ("Extended Term") on a month-to-month basis until either party terminates it upon 60 days' prior written notice. The terms of this Agreement will continue to apply during any service-specific commitments that extend beyond the Term. "Term" means the Initial Term and Extended Term.

Verizon Business Service Agreement

3. **Tariff and Guide.** Verizon's provision of Services to Customer will be governed by Verizon's international, interstate and state tariffs ("Tariff(s)"), its "Service Publication and Price Guide" ("Guide") at www.verizonbusiness.com/guide, and this Agreement. This Agreement incorporates by reference the terms of each Tariff and the Guide. Verizon may modify the Guide from time to time, and any modification will be binding upon Customer, as provided in the Guide. If a conflict arises, the order of precedence is: (i) Tariffs to the extent applicable (ii) this Agreement (excluding the Guide and Tariffs), and (iii) the Guide. Among the provisions of the Agreement, the order of precedence is: (i) Service Attachments, and (ii) these Terms and Conditions. If Verizon makes any changes to the Guide (other than to Governmental Charges) that affect Customer in a material and adverse manner, Customer may discontinue the affected Service without liability by providing Verizon with written notice of discontinuance within 60 days of the date the change is posted on the Website, unless within 60 days of receiving customer's discontinuance notice, Verizon agrees to remove the material adverse effect on Customer. If a Service is discontinued, Customer's AVC (defined below), will be reduced, as appropriate, to accommodate the discontinuance.
4. **Rates and Charges; Governmental Charges; Taxes.** Customer agrees to pay the rates and charges specified in this Agreement. "Standard" rates and charges means the Verizon Business Services III pricing plan ("VBS III"), where applicable. Except where expressly stated otherwise, all rates and charges are subject to change and 'fixed' rates may be decreased at any time. Verizon may give Customer notice of pricing changes by posting them on the Guide, by invoice message, or by other reasonable means. All charges are exclusive of applicable Taxes, and Verizon may add or adjust rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs ("Governmental Charges"). Customer will not be eligible to receive any other additional discounts, promotions and/or credits (Tariffed or otherwise). The rates and charges set forth in this Agreement do not include (without limitation) charges for all possible non-recurring charges, access service, local exchange service, charges imposed by a third party other than Verizon, on-site installation, Governmental Charges (defined above), network application fees, customer premises equipment or extended wiring to or at a Customer premises.
5. **Minimum Annual Volume Commitment.** Customer agrees to pay Verizon no less than \$15,000.00 (the "AVC") in Total Service Charges (defined below) in each twelve-month period during the Initial Term ("Contract Year"). "Total Service Charges" means all charges, after application of all discounts and credits, for the Services, excluding Taxes, Governmental Charges, equipment, Verizon ILEC, Verizon Wireless, Document Delivery Fax, non-recurring charges, goods and services acquired by Verizon as Customer's agent, international pass-through access (Type 3/PTT) and charges for international access provided by Verizon (Type 1), charges for security services provided by Cybertrust, Inc. or its affiliates set forth in the Guide as providers of Cybertrust security services, and other charges expressly excluded by this Agreement.
6. **Underutilization and Early Termination Charges.** If Customer's Total Service Charges do not reach the AVC in any Contract Year during the Initial Term, Customer shall pay an "Underutilization Charge" equal to 75% of the unmet AVC. If: (a) Customer terminates this Agreement before the end of the Term for reasons other than Cause; or (b) Verizon terminates this Agreement for Cause pursuant to the Section entitled "Termination; Disconnection Notice," then Customer will pay, within thirty (30) days after such termination: (i) an amount equal to 75% of the unsatisfied AVC remaining during the year of termination, and for each subsequent Contract Year remaining in the Term, plus a pro rata portion of any and all credits received by Customer.
7. **Payment.** Customer will pay all Verizon charges (except Disputed amounts) within 30 days of invoice date. Customer will pay a late payment charge equal to the lesser of: (a) 1.5% per month, (b) the amount indicated in a Service Attachment, or (c) the maximum amount allowed by applicable law. If Customer's account(s) reflect a credit balance, Customer must designate, in writing, within such 30 days the account(s) and charges to which such credit balances are to be applied; Verizon may elect to apply any undesignated credit balance(s) to the account(s) with the oldest unpaid charges. For the avoidance of doubt, the foregoing credit balances will only be applied to accounts for the same Customer entity. A "Disputed" amount is one for which Customer has given Verizon written notice, adequately supported by bona fide explanation and documentation. Any invoiced amount not Disputed within 6 months of the invoice date is deemed correct and binding on Customer. Customer is liable for all fees and expenses, including attorney's fees, reasonably incurred by Verizon in attempting to collect any charges owed under this Agreement.

Verizon Business Service Agreement

8. **Termination; Disconnection Notice.** Either party may terminate this Agreement for Cause (excluding Verizon ILEC or Verizon Wireless Services, which are governed by the applicable Service Attachments). "Cause" means (a) Customer's failure to pay any invoice (excluding Disputed amounts) within 10 days of receiving notice that payment is overdue, or (b) for all other matters, breach by a party of a material provision of this Agreement that the breaching party has not cured within 30 days of receiving notice from the non-breaching party. Verizon may interrupt Service without notice if necessary to prevent or protect against fraud or otherwise protect Verizon's personnel, facilities or services. Customer must provide prior written notice for the disconnection of Service, as specified in the Guide. Notwithstanding such notice, Customer remains liable for any applicable early termination charges in this Agreement.
9. **Protection of Customer CPNI and Provision of Customer CPNI to Authorized Customer Representatives.**
- 9.1. Verizon will protect the confidentiality of Customer CPNI in accordance with applicable laws, rules and regulations. Verizon may access, use, and disclose Customer CPNI as permitted or required by applicable laws, rules, and regulations or this Agreement.
- 9.2. Provided that Customer is served by at least one dedicated Verizon representative under the Service Agreements (that can be reached by Customer by means other than calling through a call center) and as permitted or required by applicable law, Verizon may provide Customer CPNI (including, without restriction, call detail) to representatives authorized by Customer ("Authorized Customer Representatives" as defined below) in accordance with the following.
- 9.3. Verizon may provide Customer CPNI to Authorized Customer Representatives via any means authorized by Verizon that is not prohibited by applicable laws, rules, or regulations, including, without restriction: to the Customer's email address(es) of record (if any) or other email addresses furnished by Authorized Customer Representatives, to the Customer's telephone number(s) of record or other telephone numbers provided by Authorized Customer Representatives, to the Customer's postal (US Mail) address(es) of record or to other postal addresses furnished by Authorized Customer Representatives, or via Verizon's on-line customer portal or other on-line communication mechanism.
- 9.4. Authorized Customer Representatives include Customer employees, Customer agents, or Customer contractors, other than Verizon, who have existing relationships on behalf of Customer with Verizon customer service, account, or other Verizon representatives and all other persons authorized in written notice(s) (including email) from Customer to Verizon. Authorized Customer Representatives shall remain such until Customer notifies Verizon in writing that they are no longer Authorized Customer Representatives as described below. Customer agrees, and will cause Authorized Customer Representatives, to abide by reasonable authentication and password procedures developed by Verizon in connection with disclosure of Customer CPNI to Authorized Customer Representatives.
- 9.5. Customer's notices of authorization or deauthorization must be sent to your service or account manager, and must contain the following information:
- the name, title, postal address, email address, and telephone number of the person authorized or deauthorized
 - that the person is being authorized, or is no longer authorized, (as applicable) to access CPNI
 - the full corporate name of the Customer whose CPNI (and whose affiliates' CPNI) the person can access (or can no longer access, if applicable)
- 9.6. During the Service Agreements, Customer will at all times have designated, below, in an attachment containing the same data elements listed below, or in a separate writing sent to the service manager or account manager, up to three representatives ("CPNI Authorizers") with the power to authorize Customer representatives to access CPNI under this Agreement. Additions or removals of CPNI Authorizers will be effective within a reasonable period after Verizon has received a signed writing of the change, including the affected person(s)' name, title, postal address, email address and telephone number.

Name	
Title	
Tel. No.	
Postal Address	
Email Address	

Verizon Business Service Agreement

Name	
Title	
Tel. No.	
Postal Address	
Email Address	

Name	
Title	
Tel. No.	
Postal Address	
Email Address	

10. **DISCLAIMER OF WARRANTIES.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, VERIZON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY VERIZON SERVICES, SOFTWARE OR DOCUMENTATION. VERIZON SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
11. **Disclaimer of Certain Damages/Limitation of Liability.**
- 11.1. **Disclaimer of Certain Damages.** No party to this Agreement is liable to any other for any indirect, consequential, exemplary, special, incidental or punitive damages, or for loss of use or lost business, revenue, profits, savings, or goodwill, arising in connection with this Agreement, the Services, related products, or documentation, even if the party has been advised, knew or should have known of the possibility of such damages. Nonetheless, each party is liable to the other for consequential damages resulting from its breach of confidentiality obligations under this Agreement.
- 11.2. **Limitation of Liability.** Without limiting the provisions of the Disclaimer of Certain Damages sub-section above, the total liability of either Customer or Verizon in connection with this Agreement and the Services is limited to the lesser of (i) direct damages proven by the claiming part(ies) or (ii) the aggregate amounts paid by Customer to Verizon under this Agreement for the six months prior to accrual of the latest cause of action for which the limitation of liability under this sub-section is being calculated (excluding amounts for equipment and the Services of Verizon ILECs, Cybertrust, and Verizon Wireless). Verizon's liability with respect to individual Services may also be limited pursuant to other terms and conditions of this Agreement.
- 11.3. **Exclusions.** The Limitation of Liability sub-section above does not limit (A) any party's liability: (i) in tort for damages proximately caused by its willful or intentional misconduct, or by its gross negligence, or (ii) where mandatory local law does not allow the limitation, (B) Customer payment obligations under this Agreement, (C) Verizon obligations to provide credits and waivers under this Agreement or (D) any party's indemnification obligations under this Agreement. The liability restrictions in this section apply whether liability is asserted in contract, warranty, tort or otherwise (including negligence, strict liability, misrepresentation, and breach of statutory duty). The liability restrictions in this section, and the disclaimer of warranties in the preceding section, apply equally to Verizon's suppliers and contractors as they do to Verizon.

Verizon Business Service Agreement

12. **Confidential Information.** Except as required by law or regulation, each party promises that during the Term and for three years after, it will use the other party's Confidential Information only for purposes of this Agreement, not disclose it to third parties except as provided below, and protect it from disclosure using the same degree of care it uses for its own Confidential Information (but no less than a reasonable degree of care). Such a party may disclose the other party's Confidential Information only to its employees, agents and subcontractors (including professional advisors and auditors), and to those of its Affiliates, who have a need to know for purposes of this Agreement, and who are bound to protect it from unauthorized use and disclosure under the terms of a written agreement at least as protective of Verizon as the related terms of this Agreement. In any case, a party is responsible for the treatment of Confidential Information by any third party to whom it discloses it under the preceding sentence. "Confidential Information" means information (in whatever form) (i) designated as confidential; (ii) relating to this Agreement or potential changes to it; (iii) relating to the party's business affairs, customers, products, developments, trade secrets, know-how or personnel; or (iv) received or discovered at any time that this Agreement is in effect, or otherwise in connection with this Agreement, by a party (including through an affiliate or other agent), which information should reasonably have been understood as Confidential Information of the Party (or one of its affiliates or subcontractors), either because of legends or other markings, the circumstances of disclosure or the nature of the information itself. Confidential Information does not include information that: (a) is in the possession of the receiving party free of any obligation of confidentiality at the time of its disclosure; (b) is or becomes publicly known other than by a breach of this provision; (c) is received without restriction from a non-party free to disclose it; or (d) is developed independently by the receiving party without reference to the Confidential Information. In addition, information, whether or not Confidential Information, may be disclosed by a receiving party as may be required or authorized by applicable law, rule, regulation, or lawful process provided that the receiving party, to the extent practicable and permitted by applicable law, rule, regulation, or lawful process, first notifies the disclosing party in order to permit the disclosing party to seek reasonable protective arrangements. Confidential Information (excluding CPNI that is also Confidential Information) remains the property of the disclosing Party and, upon request of the disclosing Party, must be returned or destroyed at the end of this Agreement or the applicable Contract. If there is a breach or threatened breach of this confidentiality provision, the disclosing Party will be entitled to specific performance and injunctive or other equitable relief as a non-exclusive remedy. This clause does not prevent a Party from announcing the existence of the terms of this Agreement or the applicable Contract internally (e.g., to its employees and Affiliates). Verizon shall not be deemed to have received, obtained, discovered, processed, stored, maintained, or been given access to Customer Confidential Information solely by virtue of the fact that (i) Customer receives, transmits, obtains or otherwise exchanges such information through its use of the Services (including without limitation any of Verizon's voice, data, and/or Internet services included in the Services) or (ii) Verizon's Services to Customer may involve the hosting, collocation, transport or other similar handling of such information. Customer is responsible for taking steps to protect the confidentiality and integrity of information, including without limitation Customer Confidential Information, that it receives, transmits, obtains or otherwise exchanges with third parties through its use of the Services, by using, for example, encryption or other security measures for its network transmissions.
13. **Assignment.** Either party may assign this Agreement or any of its rights hereunder to an affiliate or successor upon notice to the other party. A Customer affiliate or successor must meet Verizon's creditworthiness standards for the assignment to become effective. All other assignments are void.
14. **Service Marks, Trademarks and Name.** Neither Verizon nor Customer may: (a) use any service mark or trademark of the other party; or (b) refer to the other party in connection with any advertising, promotion, press release or publication unless it obtains the other party's prior written approval.
15. **Compliance with Law; Governing Law; Dispute Resolution.** Each party represents and warrants that it will comply with all federal, state, and local laws applicable to the provision or performance of the Services under this Agreement. This Agreement is governed by the laws of the State of New York without regard to its choice of law principles. Non-U.S. Services are subject to applicable local laws and regulations in any countries where those Services originate or terminate, including applicable locally filed Tariffs. Any claim or dispute ("Dispute") arising out of or relating to this Agreement (other than claims relating to indemnification and equitable relief) must be resolved by binding arbitration of a single arbitrator under the rules of the American Arbitration Association at a mutually agreed upon location. The arbitrator must base his or her decision upon this Agreement and applicable law, and has no authority to order consolidation or class arbitration, or award punitive damages or any other relief beyond what the Agreement provides. The arbitrator must apply applicable statutes of limitation, subject to limitation of actions terms set forth in this Agreement. The parties agree that all Disputes must be pursued on an individual basis in accordance with the procedure noted above, and waive any rights to pursue any Dispute on a class basis, even if applicable law permits class actions or class arbitrations.

Verizon Business Service Agreement

16. **Notices.** All communications hereunder, including disconnection notices, must be made to Customer at the address below and to Verizon at notice@verizon.com, following the procedures in the Guide.

To Customer	With a copy to:
<p>FORT LEE SCHOOL DISTRICT</p> <p>Fort Lee, NJ 07024</p>	

17. **Acceptable Use.** Use of Verizon's Internet Services and related equipment and facilities must comply with the then-current version of the Verizon Acceptable Use Policy ("Policy") (see www.verizonbusiness.com/terms). Verizon reserves the right to suspend or terminate Internet Services effective upon notice for a violation of the Policy. Customer will indemnify and hold harmless Verizon from any losses, damages, costs or expenses resulting from any third-party claim or allegation that if true, would constitute a violation of the Policy. Each party will promptly notify the other of any such claim.

18. **Service Migration.** Verizon is in the process of decommissioning certain services that Customer may be purchasing from Verizon, including, without limitation, one or more of the following services (the "Affected Services"):
- Frame Relay
 - ATM
 - Flexible T1
 - VoIP IP Flexible T1
 - IP VPN

Verizon will discontinue the commercial availability of the Affected Services at future dates, subject to applicable law. Verizon will provide Customer with written notice of such date for each Affected Service that is being purchased by Customer. In recognition of this pending service decommissioning, Customer agrees that, within six (6) months of the date that this Agreement is fully executed, it will: (i) place orders to fully and completely migrate from the Affected Services to replacement Verizon services; or (ii) discontinue use of the Affected Services. If Customer chooses option (i) above, then Verizon will continue to provide Customer with the Affected Services until the date that Customer's migration is complete. If Customer does not choose either option (i) or option (ii) above within such six (6) month period, then Verizon reserves the right to discontinue the Affected Services as set forth above. Notwithstanding the foregoing, if Verizon will discontinue the commercial availability of the Affected Services in less than six (6) months from the date that this Agreement is fully executed, then Customer must fully and completely migrate from the Affected Services to replacement Verizon services or discontinue use of the Affected Services by the date that Verizon discontinues the commercial availability of the Affected Services.

19. **Entire Agreement.** This Agreement (including Service Attachments and Exhibits referenced herein, and other documents incorporated by reference) constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all other prior or contemporaneous representations, understandings or agreements. Except as otherwise expressly stated herein, no amendment to this Agreement is valid until signed by Customer and accepted by Verizon.
20. **Additional Attachments:** This Agreement incorporates the following Attachment(s):
- Services Attachment
 - Promotions Attachment

Verizon Business Service Agreement

Services Attachment

Network Access Services

NETWORK ACCESS

1. **Rates and Charges.** Customer will pay the monthly recurring charges ("MRC") and one-time charges related to Verizon Business Services III ("VBS III") network access services as follows:
 - 1.1. **Network Services Local Access Services.** Analog Local Access, DS0 (Hubless) Access, T-1 (DS1) Digital Access, DS3 Local Access and SONET Access (collectively known as "Time Division Multiplexor ("TDM") - based access services") are provided pursuant to the Guide provisions relating to Network Services Local Access Services, VBS III. SONET Access is provided on a private carriage basis.
 - 1.2. **Ethernet Services.** Converged Ethernet Access and Ethernet Private Line National ("EPL") Access (collectively known as "Ethernet Access services") are provided pursuant to the Guide provisions relating to Ethernet Services, VBS III. Ethernet Access Services are provided on a private carriage basis.
2. **Discounts.**
 - 2.1. Customer will receive the following discount percentage off the MRC listed in the Guide for the following types of VBS III TDM-based Network Services Local Access Services.

Service Type	Discount off MRC
Access DS0	20.00%
Access DS1	20.00%
Access DS3	20.00%

3. **Terms and Conditions.** Customer commits to pay the applicable circuit MRC for any Network Services Local Access Service circuit of DS3 or larger for a minimum of 12 months from the circuit's original activation date (except if a longer commitment applies), which Customer must pay even if the circuit is terminated sooner (unless terminated by Customer for Cause).

Internet Services

INTERNET DEDICATED SERVICES

1. **Rates and Charges.**
 - 1.1. **Monthly Recurring Charges and Non-Recurring Charges.**
 - 1.1.1. Customer will pay the monthly recurring charges ("MRC"), which are fixed for the Term of this Agreement, and the non-recurring charges ("NRC"), for Internet Dedicated Services in the contiguous U.S. (includes Internet Dedicated NxT1 Service, Internet Dedicated T1 Service, Internet Dedicated T3 Service, Internet Dedicated OC3 Service, Internet Dedicated OC12 Service, Internet Dedicated OC48 Service, Internet Dedicated OC192 Service, Internet Dedicated GigE Port Only Service, Internet Dedicated Ethernet Service and Internet Dedicated Fast Ethernet Port Only Service), in Alaska (includes Internet Dedicated NxT1 Service, Internet Dedicated T1 Service, Internet Dedicated T3 Service, Internet Dedicated OC3 Service, Internet Dedicated OC12 Service and Internet Dedicated OC48 Service) ("Internet Dedicated Service") and attendant options listed, as applicable, in the Guide for Verizon Business Services III. Additional charges are also set forth in the Guide for Verizon Business Services III.
 - 1.1.2. Installation may be scheduled between the hours of 8AM and 7PM ET Monday through Friday (excluding holidays). If Customer requires installation outside of these hours, Verizon will charge an additional \$500 fee.
2. **Discounts.** Customer will receive the following discounts off the MRC set forth in the Guide for VBS III, except as otherwise specified:

Verizon Business Service Agreement

Service Type	Discount off MRC
Internet Dedicated T1	52.00%
Internet Dedicated NxT1 MLFR	52.00%
Internet Dedicated T3	52.00%
Internet Dedicated OC3	52.00%
Internet Dedicated OC12	52.00%
Internet Dedicated OC48	52.00%
Internet Dedicated GigE Port Only	52.00%
Internet Dedicated Ethernet	52.00%
Internet Dedicated Fast Ethernet	52.00%

3. Terms and Conditions.

- 3.1. **Access.** Access to a router at a Verizon Network hub near Customer's site may be interrupted for (i) scheduled maintenance (usually scheduled during off-hours at a Verizon hub, such as Tuesdays and Thursdays between 3:00 AM and 6:00 AM local time), (ii) emergency maintenance, or (iii) as otherwise set forth in the Agreement.
- 3.2. **Verizon Internet Dedicated GigE Port Only Services.** Verizon's Internet Dedicated GigE Port Only Service, and 10GigE Port Only Service are intra-building connectivity products, and thus the Customer's demarcation point must reside within the same building as a GigE-qualified Verizon-owned network hub. To ensure proper installation, Verizon will order all telco lines within the telco facility where the Verizon hub is located.
- 3.3. **Customer Obligations – Service Not To Be Resold.** While Customer can resell Internet connectivity, Customer cannot resell the Internet Dedicated Service in its entirety to another person or entity without the express prior written consent of Verizon. If Customer resells Internet connectivity to end users, Customer is responsible for: (i) providing the first point of contact for end user support inquiries; (ii) providing software fulfillment to end users; (iii) running its own primary and secondary domain name service DNS for end users; (iv) registering end users' domain names; (v) using BGP routing to the Verizon Network, if requested by Verizon; (vi) collecting route additions and changes, and providing them to Verizon; and (vii) registering with the appropriate agency all IP addresses provided by Verizon to Customer that are allocated to end users.
- 3.4. **Burstable Downgrade.** Customer may downgrade to a lower Burstable Service level if Customer's Measured Use Level is at or below such Burstable Service level for at least two consecutive months and Customer thereafter requests the downgrade in writing.
- 3.5. **Burstable Select Upgrades/Downgrades.** Customer may change (upgrade or downgrade) its Burstable Select Service Level once within a given calendar month, by requesting the same in writing. The new Service Level and applicable charges will take effect on the first day after the end of the billing cycle during which the written request is received.
- 3.6. **Term.** The "Service Activation Date" for an Internet Dedicated Service ordered hereunder will be the date the Internet Dedicated Service is available to route IP packets at Customer's site. The term of any Internet Dedicated Service ordered hereunder shall commence upon the Service Activation Date and will automatically renew, expire and terminate according to the terms of the Agreement.

Customer Premises Equipment

VOICE AND DATA EQUIPMENT AND RELATED SERVICES

1. **Rates and Charges.** Customer will pay all charges for the System and CPE Services as set forth on the applicable quote or SOW, subject to additions and deductions made by written Change Order(s). System and CPE Services rates and charges do not contribute to the annual volume commitment ("AVC") of the Agreement or any other minimum purchase requirement. Terms not defined herein are defined pursuant to the Agreement.

Verizon Business Service Agreement

- 1.1. **Service Provider.** The products and services under this Voice and Data Equipment and Related Services Attachment (the "CPE Service and System Terms") and any related Statements of Work ("SOW") are provided by the entities indicated in the applicable quote (referred to herein, individually and collectively, as "Verizon") except as otherwise explicitly noted.
- 1.2. **Quoted Charges.** Customer will pay the charges stated on Verizon's documentation of an order for a System or CPE Services provided that the charges are current. Unless otherwise specified in a schedule to these CPE Services and System Terms, "current" means the charges were first quoted within 45 days of the order's submission.
- 1.3. Customers ordering Maintenance Service for Systems not currently under Maintenance Service may be subject to re-initiation fees.
2. **Service Description and Requirements.**
 - 2.1. **CPE and CPE Services.** Customer may place an order for the purchase of customer premises equipment, including without limitation, cables, handsets and other related materials ("CPE") and software (individually and collectively the "System") pursuant to the terms hereof. Where available, Customer may also order CPE Deployment Services, maintenance, CPE Related Assessment Services, rental of a System from Verizon, or lease or finance of a System or CPE Services, each as further defined below, and other services pursuant to a Schedule (individually and collectively, "CPE Services"). CPE Services may be detailed in a SOW or a specific CPE schedule ("Schedule"). Terms for System components or CPE Services are further supplemented by service descriptions, end user license agreements and terms set forth by the respective equipment manufacturer or third party supplier, as applicable (collectively and individually referred to as "Third Party Terms") generally available on its respective websites or set forth herein. Any such SOW, Schedule and applicable Third Party Terms shall become incorporated as part of the Agreement. These CPE Services and System Terms supersede and replace any previous terms and conditions for CPE Services covered by a service attachment and such CPE Services will continue under the terms and conditions provided for CPE Services contained herein.
 - 2.2. **Customer Responsibilities.** As applicable for System or CPE Services orders Customer will:
 - 2.2.1. Notify Verizon of any site-specific requirements that might impact Verizon's ability to access such site, e.g. safety or security training ("Training"). Verizon will comply with such Training requirements however Verizon reserves the right to bill Customer for the time required for Training at Verizon's then current labor rate. Customer will provide necessary badges, escorts, etc. required for site access per Customer's security and safety policies.
 - 2.2.2. Provide suitable building facilities for the System including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with applicable electrical codes.
 - 2.2.3. Provide a suitable environment in which the System can operate including but not limited to necessary power conditioning, heating, cooling, humidity and dust control, and accessibility for the System as required by manufacturer specifications.
 - 2.2.4. Remove existing equipment or cables that interfere with the provision of CPE Services.
 - 2.2.5. Identify and disclose to Verizon concealed equipment, wiring or conditions that might be affected by or might affect the CPE Services. If during the provision of CPE Services, Verizon encounters any concealed or unknown condition not expressly set forth in an SOW, and such condition affects the charges or schedule for performance of CPE Services, the charges and/or the schedule will be equitably adjusted using the Change Order procedure.
 - 2.2.6. Customer will provide System interconnection requirements, including obtaining telephone service for testing where necessary or authorize Verizon, at Customer's expense, to make service requests upon third parties for such System interconnection requirements, pursuant to a letter of authorization or similar document.
 - 2.2.7. Designate waste deposit points on each floor on which the System is to be installed where Verizon will place waste for removal by Customer.
 - 2.2.8. Cooperate with Verizon's requests for assistance.
 - 2.2.9. Be responsible for providing adequate back-up of data and software and for restoring data and software to a System that is or may be impacted by a CPE Service, including but not limited to drivers, applications, and operating systems as required prior to Verizon provision of the CPE Service.

Verizon Business Service Agreement

- 2.2.10. Be solely responsible for selection, implementation and maintenance of security features for defense against unauthorized long distance calling, and for payment of long distance, toll and other telecommunications charges incurred through use of the System.
- 2.2.11. Be responsible for the accuracy and completeness of all information it provides. If information is incomplete or incorrect, or if information is discovered during the course of the performance of CPE Services that could not be reasonably anticipated by Verizon, any additional work required will be treated as a change to the scope of the System or CPE Services and will require a Change Order.
- 2.2.12. Designate a single point of contact ("SPOC") who will be responsible and authorized to (i) make all decisions and give all approvals which Verizon may need from Customer, and (ii) provide Verizon's personnel on a timely basis with all information, data, access and support reasonably required for its performance under these CPE Services and System Terms or the applicable SOW, including but not limited to making available appropriate personnel to work with Verizon as Verizon may reasonably request.
- 2.2.13. Provide, at no charge to Verizon, office space and equipment, including but not limited to copy machines, fax machines and modems, high speed Internet access and adequate secure area for storage of related equipment.
- 2.2.14. Comply with all obligations set forth in any applicable Third Party Terms.
- 2.2.15. Not decompile, disassemble or reverse engineer any software obtained pursuant to this attachment.
- 2.2.16. Immediately notify Verizon of any anticipated delay in building availability or inability to meet any of the above listed requirements. Verizon shall be entitled to invoice additional charges at its then current time and material rates (available on request) for any time where it is unable to provide a CPE Service due to any Customer related delay.
- 2.3. **CPE Deployment Services.** Where available, Verizon can provide up to five levels of CPE Deployment Services; "Basic Staging", "Enhanced Staging", "Installation", "Integration", and "Custom" each as further described in this section (collectively, "CPE Deployment Services"). Verizon will provide CPE Deployment Services in accordance with any applicable quote, these CPE Services and System Terms, the Guide, and any applicable, SOWs. Verizon will furnish all supervision, labor, equipment, materials and supplies required to complete CPE Deployment Services.
- 2.3.1. **Basic Staging.** Verizon will stage and then ship a System to Customer designated locations as shown in the applicable quote. Verizon will work remotely with the SPOC to coordinate Staging and delivery of the System and activation of Verizon maintenance, if applicable. Staging occurs within a Verizon-designated facility in cooperation with Customer. Verizon will, as applicable, unpack and verify CPE with package documentation, record serial numbers, load operating system and incremental operating system changes, apply Customer-provided asset tags, power-up test, repackage, and ship.
- 2.3.2. **Enhanced Staging.** In addition to Basic Staging services, Verizon will configure the System with Customer provided configurations.
- 2.3.3. **Installation.** In addition to Enhanced Staging services, Verizon will deliver the System to the Customer designated locations as shown in the applicable quote and install the System on Customer-provided racks or other facilities. Verizon will verify System power-up and operation of network interfaces. No demarc extension is provided with Installation. Remote activation of the System and transport connectivity will be provided with Verizon transport services only or in certain locations where Verizon has specifically pre-approved remote activation. Local area network configuration or activation is not included with Installation.
- 2.3.4. **Integration.** In addition to Installation services, Integration provides the services defined herein and detailed in the project description within the applicable quote. All System configurations are engineered by Verizon and may include configurations provided by the Customer. Verizon defines a full network configuration for each device. After installation is complete, Verizon validates access connectivity (if applicable), wide area network link connectivity (if applicable) and local area network connectivity (if applicable).
- 2.3.5. **Custom.** Custom Services are provided pursuant to an SOW for System implementations beyond or different than provided by Staging, Installation, or Integration.
- 2.3.6. **CPE Deployment Service Provisions.**
- 2.3.6.1. CPE Deployment Services are generally available within the 48 contiguous United States. Orders for CPE Deployment Services in Alaska and Hawaii must be specifically pre-approved by Verizon.

Verizon Business Service Agreement

- 2.3.6.2. CPE Deployment Services are performed between the hours of 8:00 a.m. and 5:00 p.m. local time, during a business day, excluding Verizon observed and local holidays ("Office Hours"). Work extending beyond Office Hours and work on the first day of a weekend (according to local custom) is considered "Overtime" work. All other periods of work is "Weekend and Holiday Hours" work. If Customer requests that CPE Deployment Services be performed during Overtime or Weekend and Holiday Hours, Customer will pay Verizon its then current time and material labor rate. Unless Customer otherwise requests in writing Verizon will, at Customer's expense, apply for permits necessary for CPE Deployment Services. Verizon will provide Customer written notice indicating the date CPE Deployment Services are complete (the "In-Service Date"). Should Customer request delay of CPE Deployment Services, or should CPE Deployment Services be delayed as a result of Customer's action or inaction, Verizon may store the System, or any portion thereof, at Customer's risk and expense. Wait time in excess of 30 minutes at Customer's site may result in an additional charge at Verizon's current time and material rate.
- 2.3.6.3. Verizon will attempt to meet Customer's requested In-Service Dates, however Verizon cannot guarantee any In-Service Date. In-Service Dates are subject to the availability of materials and resources.
- 2.3.6.4. Verizon will use reasonable efforts to avoid interruption of Customer's network service during Office Hours. If it is necessary to interrupt network service during Office Hours, Verizon will notify the SPOC at least 48 hours in advance.
- 2.3.6.5. Customer will have five business days after the In-Service Date to test the System (the "Test Period"). Customer may indicate its approval of the System by its signature on the Verizon-provided acceptance document or other mutually agreed upon means. Customer will document any issues with the System in writing to Verizon and provide those issues to Verizon within the Test Period. Upon receipt of the issues list, Verizon will have ten business days to respond and remediate any issues, as required. Customer's use of the System for any other purpose than testing will be deemed to constitute acceptance by Customer. The System will be deemed accepted if the Test Period passes without notification of issue or acceptance by Customer.
- 2.3.7. **Customer Responsibilities.** As applicable, Customer is responsible to:
 - 2.3.7.1. Provide configuration(s), and asset tags as required;
 - 2.3.7.2. Provide at least one analog (voice) telephone line no more than 15 feet (five meters) from the System;
 - 2.3.7.3. Provide licensed copies of operating system and applications software, as applicable;
 - 2.3.7.4. Install or re-install software not provided by Verizon;
 - 2.3.7.5. Control all activities associated with the existing customer equipment, including without limitation changes, additions or deletions of devices made by any non-Verizon provided technicians.
 - 2.3.7.6. Ensure equipment room meets the environmental recommendations, power and ground requirements of the equipment manufacturer(s) as provided by Verizon from time to time;
 - 2.3.7.7. Ensure appropriate electrical power service is installed and accessible no more than three feet (one meter) from the devices or six feet (two meters) for racks to be installed;
 - 2.3.7.8. Ensure a minimum of one receptacle with appropriate power ratings per device to be installed; (note: dual power supplies will require two such receptacles, separately fused). Additional specialized electrical circuits may be required based on manufacturer(s) equipment specifications. Installation of these circuits may require a licensed electrician to be engaged and paid for by the Customer;
 - 2.3.7.9. Ensure that any and all carrier circuit facilities (demarcs) have been extended so that its termination is within six feet (two meters) of the designated equipment installation area;
 - 2.3.7.10. Provide sufficient rack space or other appropriate installation location for the System;
 - 2.3.7.11. Ensure that any and all main or intermediate distribution frames ("MDF/IDF") are of sufficient size to accommodate System being installed;
 - 2.3.7.12. Ensure conformance with any applicable codes, regulations, and laws, including but not limited to electrical, building, safety, and health;
 - 2.3.7.13. Verify that non-Verizon transport is installed and available; and
 - 2.3.7.14. Dispose of all decommissioned equipment.

Verizon Business Service Agreement

- 2.4. **CPE Solutions Financing Program Options.** Customer may obtain, including by lease or finance, a System or CPE Service from Verizon or from a third party approved by Verizon, pursuant to a Schedule or other relevant terms provided by such third party. Additionally, Customer may rent a System from Verizon pursuant to the terms below. Verizon may assign its rights and obligations, including with respect to payment, under these CPE Services and System Terms and related Schedule to a third party, and/or cause such third party to issue a purchase order in a form acceptable to Verizon. Notwithstanding such transaction and/or assignment, Customer will remain responsible for performance of all of its obligations under these CPE Services and System Terms, including payment in full.
- 2.5. **Rental Service.** Rental service under these CPE Service and System Terms is available only in the contiguous United States and District of Columbia ("U.S. Mainland") for certain specified Systems as defined by Verizon from time to time and will have month to month terms "Rental Service (Monthly)" or longer terms "Rental Service (Term)" (collectively, "Rental Service"). Rental Service includes Verizon Data Maintenance – Network. Customers ordering Rental Service also must order a CPE Deployment Service for the initial deployment of the System to be rented.
- 2.5.1. **Rental Service (Monthly).** "Rental Service (Monthly)" means Customer will rent and Verizon will provide Customer with the use of a System in the U.S. Mainland for the Service Term (Rental Service Monthly).
- 2.5.1.1. **Service Term (Rental Service Monthly).** Either party may terminate the Service Term (Rental Service Monthly) for a System, with or without cause, effective 30 days after written notice of termination is given to the other party. Customer and Verizon may agree to terminate the provision of Rental Service (Monthly) sooner but Customer is responsible for all Rental Service (Monthly) charges until the 30-day notice period has expired.
- 2.5.2. **Rental Service (Term).** "Rental Service (Term)" means Customer will rent and Verizon will provide Customer with the use of a System in the U.S. Mainland for the Service Term (Rental Service Term).
- 2.5.2.1. **Service Term (Rental Service Term).** The Service Term (Rental Service Term) for any System begins on the date that Verizon starts billing for it and continues for the duration of the Service Term commitment selected by the Customer for that System, and thereafter automatically renews each month, until terminated by either party as provided below, or until the end of the Term of the Agreement, whichever occurs first. After the expiration of the Service Term commitment selected by the Customer for a System, either party may terminate the Service Term (Rental Service Term) for that System, with or without cause, effective 30 days after written notice of termination is given to the other party. Customer and Verizon may agree to terminate the provision of Rental Term (Rental Service Term) sooner but Customer is responsible for all Rental Term (Rental Service Term) charges until the 30-day notice period has expired.
- 2.5.3. **Equipment.** Except where explicitly stated otherwise, equipment may not be new but will be in good working order and will meet the specifications in the Order. Verizon may suspend normal operations of the System to inspect, test and/or repair it. Verizon will use reasonable efforts to perform such inspection, testing and repair without undue delay or undue impact to Customer's business.
- 2.6. **Maintenance Service.** Verizon will provide voice maintenance ("VM Service"), data maintenance ("DM Service"), or software maintenance ("Software Service", collectively, "Maintenance Service") in accordance with these CPE Services and System Terms and the service descriptions found on the Guide.
- 2.6.1. **Maintenance Service Provisions.**

Verizon Business Service Agreement

- 2.6.1.1. If, i) Verizon did not install the equipment or software intended to be covered by Maintenance Service, ii) the equipment or software is out of warranty or out of third party maintenance coverage, or iii) Verizon has not provided Maintenance Service on the equipment or software for more than 60 days, then the equipment or software must be accepted by Verizon prior to being eligible for Maintenance Service. Customer warrants that such equipment or software is in good working order and meets all applicable manufacturer specifications. Verizon may recommend corrections or improvements to operating environments or configuration to be performed at Customer's cost and expense. Failure to comply with Verizon's recommended corrections or improvements may cause Verizon to reject the specific part or equipment or software and remove it from the Maintenance Service. If the equipment or software is found not to be in good working order and/or not in compliance with all applicable manufacturer specifications, Verizon will be under no obligation to provide Maintenance Service; provided however, Customer may, upon written notice, request Verizon to upgrade and/or repair such equipment or software at Verizon's then current time and material rate.
- 2.6.1.2. In the event the manufacturer of the System covered by Maintenance Service, discontinues the System, a component of the System, and/or the associated support of such System, Verizon will only be obligated to provide the Maintenance Services on the affected System for the period of time that the manufacturer continues to support such System. At the end of such period Verizon will cease to support such System in accordance with the service description, but will use commercially reasonable efforts to provide Maintenance Service on the affected System until Customer upgrades or replaces such System. In such case, Verizon reserves the right to impose additional charges Customer for Maintenance Service (e.g. for manufacturer imposed charges or additional level of effort).
- 2.6.1.3. Maintenance Services that include repair or replacement of System components will be provided with new or like new parts, as applicable, to restore the System to the level of working condition existing prior to the fault or problem provided, however that, unless the Customer provides the most current configuration, the software will be configured to the level that was last implemented by Verizon.
- 2.6.1.4. If Verizon determines that the trouble identified is a Customer network condition instead of the System covered under Maintenance Service, Verizon will charge its then prevailing labor rate to coordinate the resolution of the trouble.
- 2.6.1.5. Maintenance Service is available for Systems located within a specified service area related to a Verizon facility or an authorized Verizon service provider's facility. Verizon reserves the right to charge Customer its then prevailing labor rate for travel to Customer locations that outside of the specified service area.
- 2.6.2. **Customer Responsibilities.**
- 2.6.2.1. Remote connectivity for diagnostic purposes is a prerequisite for all applicable Systems covered by a Maintenance Service. Customer must provide connectivity, as specified and approved by Verizon, to the maintained System or Maintenance Service response times will be void. Customer further agrees that if Customer does not provide remote connectivity into the applicable System the following applies:
- 2.6.2.1.1. If Verizon is required to dispatch an engineer to Customer's site to troubleshoot an outage, Customer may incur a time and material charge at Verizon's then current rate.
- 2.6.2.1.2. Any remote diagnosis service level will be void.
- 2.6.2.2. Customer will notify Verizon in writing in the event that any substantial or material modifications are made to Customer's network, and shall provide Verizon with such information as it may reasonably request, in order for Verizon to perform the Maintenance Service. In the event such modifications to Customer's network or any of its component parts, causes Verizon to incur any increased burden in its performance of the Maintenance Service, Customer acknowledges and agrees that Verizon may increase the fees, at any time during the term, upon prior written notice to Customer.

Verizon Business Service Agreement

- 2.6.2.3. In the event Verizon or the manufacturer ships a replacement part to Customer, Customer is responsible for returning the defective part, in accordance with the instructions contained in the replacement part packaging, to Verizon within 15 business days of receipt of the replacement part. If Verizon does not receive the defective part within 15 business days, Customer may be billed for the list price of the replacement part.
- 2.6.2.4. Customer must maintain back-up copies of the original software, current platform configurations, and operating system. Such back-up copies must be available to Verizon when requested to aid in troubleshooting and/or problem resolution.
- 2.6.2.5. Customer must not move, modify, relocate or in any way interfere with the System (or any words or labels on the System) and not cause the System to be repaired or serviced except by an authorized representative of Verizon or its subcontractors.
- 2.6.3. **Exclusions.** Maintenance Service does not include:
- 2.6.3.1. Additions, changes, relocations, removals, operating supplies or accessories.
- 2.6.3.2. Services necessitated by accident, casualty, neglect, misuse, intentional acts or any cause other than normal use of the System.
- 2.6.3.3. Repairs or replacements necessitated by lightning, radio frequency interference, power disturbances, fire, flood, earthquake, excessive moisture, Harmful Code or any event occurring external to the System that directly or indirectly causes a malfunction in the System, a private network to which the System is connected, or in telephone lines, cable or other equipment connecting the System to the public telephone network or to other Customer equipment. Harmful Code means any virus or machine-readable instructions and data designed to intentionally disrupt the operation of the System or intentionally destroy or damage System or data contained therein.
- 2.6.3.4. Services necessitated by use of the System with any other device or system not supplied or approved as to such combined use by Verizon, or use of any part of the System in a manner not specified by Verizon.
- 2.6.3.5. Repair or maintenance or increase in normal service time resulting from Customer's failure to provide a suitable environment for the System or any other failure of Customer to perform its responsibilities.
- 2.6.3.6. Loss or recovery of Customer data.
- 2.6.3.7. Upgrades, enhancements or new releases of software or firmware, and configurations, except as specifically indicated in the Agreement, these CPE Services and System Terms and any service description.
- 2.6.3.8. Operator, system administrator and end user training except as specifically identified.
- 2.6.3.9. Repair or replacement of Customer-owned outside plant cable unless specifically set forth in the Agreement or the applicable SOW.
- 2.6.3.10. Services resulting from Customer installation, configuration or other Customer changes to software.
- 2.6.3.11. Application development, scripting, software backups, software customization, application evaluation or troubleshooting, and engineering services.
- 2.6.4. **Voice Maintenance Service Provisions.** VM Service is provided pursuant to the service descriptions found on the Guide for the various VM Service offerings.
- 2.6.4.1. VM Service, for Systems sold and installed by Verizon with a warranty, begins at the end of the warranty period. VM Service, for Systems sold and installed by Verizon without a warranty, begins on the date the System becomes operational. VM Service for equipment or software not sold or installed by Verizon begins upon activation of the VM Service. VM Service shall remain in effect for the period set forth in the quote ("VM Service Period").
- 2.6.4.2. VM Service includes maintenance for additions to the System, which are purchased from and installed by Verizon during the term of the agreement. The warranty, if any, for such addition(s) shall run until the first VM Service renewal date, so that the warranty period for the addition(s) will be coterminous with the VM Service.
- 2.6.5. **Data Maintenance Service Provisions.** DM Service is provided pursuant to the service descriptions found on the Guide for the various DM Service offerings.
- 2.6.5.1. **Term and Termination.**

Verizon Business Service Agreement

- 2.6.5.1.1. DM Services will become effective 30 days after Verizon accepts Customer's Order and shall remain in effect for the period set forth in the quote ("DM Service Period"). After the DM Service Period, Verizon or Customer may terminate the DM Service upon not less than 60 days prior written notice and the DM Service will be provided at Verizon's then current undiscounted rate, unless terminated in accordance with this Attachment.
- 2.6.5.1.2. During the first 12 months of the DM Services, Customer may terminate the DM Service (in whole or in part) only for default as defined in this Attachment. After the initial 12 months, Customer may terminate the DM Service (in whole or in part) upon not less than 60 days prior written notice to Verizon. If Customer has pre-paid the DM Service and terminates the DM Service (in whole or in part) prior to the end of the applicable term, Customer will be reimbursed for the unused portion of the terminated DM Service, less any discount received unless a relevant Third Party Terms do not allow for such reimbursement.
- 2.6.5.2. **General DM Service Terms.**
- 2.6.5.2.1. For 4-hour delivery of replacement parts, the determination to order these parts must be made by Verizon. For next day parts delivery, the determination to order parts must be made by 4:00 PM Eastern Time.
- 2.6.5.3. **Maintenance Takeover Service.** "Maintenance Takeover Service" means Verizon will provide Verizon Data Maintenance - Network for CPE supplied by Customer (rather than ordered from Verizon) and identified in an Order accepted by Verizon ("Customer-supplied CPE"). Verizon approval of Customer-supplied CPE is required before ordering. For purposes of Maintenance Takeover Service, Customer-supplied CPE will be treated as a System.
- 2.6.6. **Software Service.** Software Service is provided pursuant to the service description found on the Guide.
- 2.6.6.1. **Exclusions.** Software Service does not cover the following:
- 2.6.6.1.1. Hardware upgrades required to support new application and/or operational software is excluded from the Software Service.
- 2.6.6.1.2. Remote or on-site installation of major and minor releases is excluded from the Software Service.
- 2.6.6.1.3. Optional features within a major or minor release that were not previously licensed to Customer are excluded from Software Service.
- 2.6.6.1.4. Migrating the software to a new or different hardware platform is excluded from Software Service.
- 2.6.6.2. **Conditions.** Software Service does not apply unless all of the following conditions are met:
- 2.6.6.2.1. Customer's System must be at release level as identified and supported by the manufacturer to be eligible for Software Service. If the System is not at the appropriate release level, Verizon will charge its then current time and material labor rate, as well as the cost for any software and/or hardware that may be required to bring the System to a release level eligible for Software Service. All licenses for a single application on a single device within a System must have the same level of coverage.
- 2.6.6.2.2. Customer must have a current Verizon maintenance plan on all hardware associated with the manufacturer's operational and/or application software products covered under a Software Service plan, and the hardware platform must be an approved manufacturer product.
- 2.6.6.3. Software Service will not apply if either of the following occur:
- 2.6.6.3.1. New software releases loaded without prior written approval from Verizon will void the Software Service.
- 2.6.6.3.2. Non-manufacturer proprietary operating systems or other software applications used in conjunction with the covered software or co-resident with the covered software on the hardware platform on which the covered software resides will void the Software Service.
- 2.6.6.4. **Customer Responsibilities.**

Verizon Business Service Agreement

2.6.6.4.1. Customer is responsible for contacting Verizon to request a major or minor software release based on manufacturer's Technical Bulletin or notification from Customer's Verizon account team.

2.6.6.4.2. Customer is responsible for maintaining non-covered software and hardware products.

2.6.6.4.3. Customer may not copy application and/or operational software or any associated documentation.

2.7. **CPE Related Assessment Services.** Verizon will provide on site assessment services in accordance with the Guide and one or more SOWs, which are incorporated herein by reference (hereinafter "CPE Related Assessment Services").

3. Terms and Conditions.

3.1. Orders/Changes In/Additions to System.

3.1.1. **Orders:** Customer may order CPE Services or a System, or make a change to an order for CPE Services or a System as specified below. For purposes of this section, writings include email and other electronic forms.

3.1.2. **Signed orders:** Customers may order CPE Services or a System through a signed writing. Verizon may accept electronic writings and electronic signatures at its discretion.

3.1.3. **Unsigned orders:** In addition to the above, for Orders (as defined below) placed to Verizon, Customer may order CPE Services or a System, or make a change to an order for CPE Services or a System orally or by an unsigned writing (collectively, inclusive of signed orders, an "Order"), if the Order is confirmed. Customer is bound by Verizon documentation of an Order that has been confirmed the same as it would be to an Order the Customer has signed. An Order or Change Order (defined below) is deemed confirmed if (a) Verizon sends to Customer written documentation of each specific item of the CPE Service or a System ordered, its current price, and the Customer location, and (b) Customer does not promptly notify Verizon that the documentation is not correct. A Customer purchase order or similar document is evidence only of Customer's intention to purchase CPE Services or a System. Except for provisions evidencing an intent to be bound by the terms and conditions of an agreement between Customer and Verizon, the terms and conditions of a Customer purchase order or similar document will be disregarded and have no force or effect; instead, the terms and conditions of the Agreement and these CPE Services and System Terms between Customer and Verizon will govern.

3.1.4. **Change Orders.** In addition to the Section entitled "Orders" above:

3.1.4.1. Verizon will comply, to the extent it deems feasible and reasonable, with any proposed changes in the System or CPE Services under these CPE Services and System Terms or any applicable SOW ("Change Orders"). No Change Order will become effective, and no changes in the System or CPE Services will be initiated, until the Change Order is accepted by Verizon. Change Orders are accepted by the same process as Orders are agreed to and executed by Customer and Verizon.

3.1.4.2. If changes result in an increase or decrease in charges or time needed for performance, such adjustments will be reflected in a written Change Order.

3.2. **Risk of Loss.** Risk of loss or damage to a System passes to Customer upon the earlier of i) delivery of the System to the Customer Site (including portions thereof), and ii) when Customer takes shipping responsibility.

3.3. **Title and Security Interest.** Verizon will retain title to the applicable System elements until full payment for the same has been rendered. Until such time, Customer grants Verizon a purchase money security interest in the System, or similar or equivalent interest pursuant to local law, and agrees that Verizon may file all documents necessary to perfect that interest. At Verizon's request, the Customer will provide all assistance required for the enforceability of retention of title. Upon final payment, title will pass to Customer and Verizon will release its security or other interest. Customer will not grant or convey to any other person or entity a security interest in, or permit placement of a lien on, the System unless and until Customer has paid Verizon in full for such System. As between Verizon (including its suppliers) and Customer, Verizon (or its ultimate suppliers or licensors, as applicable) retains all right, title and interest in and to all software provided by Verizon.

3.4. **Termination.**

Verizon Business Service Agreement

- 3.4.1. Either party may terminate an Order or a SOW for convenience, in whole or in part, upon 30 days prior written notice to the other party, provided, however that Orders may not be terminated after shipment by a third party supplier or Verizon, as applicable, unless otherwise provided herein. If a SOW or Order is terminated by Customer pursuant to this Section Verizon has no further responsibility under the SOW or Order and Customer will promptly pay Verizon: (i) for all System elements and CPE Services provided up to the date of termination or cancellation, as applicable; (ii) for all expenses incurred up to the date of termination or cancellation, as applicable, including but not limited to the costs of terminating purchase orders, return of System elements, if permitted by Verizon, removal of System elements and other contractual obligations made by Verizon to meet its obligations under these CPE Services and System Terms or SOW, and (iii) a restocking fee of 25% of the price for unopened items or a 35% restocking fee for opened items, as shown on the applicable quote, for any System elements cancelled or returned provided such cancel or return is permitted by the manufacturer of the System element, and as authorized by Verizon. Where multiple SOWs or Orders are associated with these CPE Services and System Terms, the termination of one or fewer than all of the SOWs or Orders will only affect the terminated SOWs or Orders, and any additional SOWs will remain in effect.
- 3.4.2. If either party fails to perform material terms of these CPE Services and System Terms and (i) such failure is not cured within 30 calendar days following receipt of a default notice in writing from the other party; or (ii) if such failure cannot reasonably be cured within such 30 calendar days, and the defaulting party fails to use commercially reasonable efforts to cure such breach as soon as practicable, but in any event within 90 calendar days following written notice, then the non-defaulting party may suspend its performance of and/or terminate the affected Order to which the default pertains. Upon termination of such Order, Customer is liable for any unpaid charges for the terminated CPE Service incurred up to the time of termination of such CPE Service and for any System element provided up to the time of such termination. These CPE Services and System Terms will not be terminated, and will continue in effect, with respect to all other CPE Services and Systems that are not the subject of such default. Termination of any CPE Service or System will be in addition to and not in substitution of any other rights and remedies available to the non-defaulting party under these CPE Services and System Terms, applicable law, or otherwise.
- 3.4.3. **Rental Service Termination.** Customer shall return all terminated Rental Service (Monthly and Term) Equipment to Verizon in good condition and repair, reasonable and proper depreciation excepted (or otherwise dispose of the Equipment as Verizon directs), to the following address, at Customer's expense, within five business days after the expiration or termination of the CPE Terms (with respect to the particular item(s) of the System for which service is terminated), or the actual termination of service under these terms if Customer and Verizon have agreed to it occurring before the 30-day notice period has expired, whichever is sooner.
- Texas Moving Company
908 North Bowser Road
Richardson, TX 75081-2869
ATTN: PICS / VzB FIELD RETURNS
(if applicable, include the Decom ER or disconnect order)
- 3.4.3.1. Upon termination prior to the end of a Service Term (Rental Service Term) commitment selected by a Customer with respect to the System, Customer will pay (i) an amount equal to the monthly recurring charges for the terminated service for each month remaining in the Service Term (Rental Service Term) commitment selected by the Customer with respect to that System, and (ii) any and all credits received by Customer with respect to that System, in full, without setoff or deduction. The parties acknowledge that these payments are not a penalty but reasonably reflect Customer's agreement to take or pay for the services and Verizon's reliance on that commitment in purchasing and pricing the System, among other factors. These payments are in addition to any other remedies available to Verizon.

Verizon Business Service Agreement

- 3.5. **Confidentiality.** Notwithstanding any contrary term in the Agreement and consistent with applicable law, Verizon may disclose the terms of these CPE Services and System Terms, in whole or in part, to: (a) Verizon Affiliates; (b) Verizon or Verizon Affiliate suppliers and/or subcontractors that offer (including new offers or renewal offers), provide, repair, maintain, bill, collect, or perform other functions in connection with Verizon or Verizon Affiliate products or services under or in connection with these CPE Services and System Terms; (c) successors in interest to Verizon or Verizon Affiliates (by merger or otherwise); and/or (d) persons to whom Verizon or Verizon Affiliates may sell all or part of its respective businesses or assets.
- 3.6. **Warranty.** Verizon warrants it will perform the CPE Services provided by Verizon under these CPE Services and System Terms in a good and workmanlike manner. Unless otherwise set forth herein or in an SOW, Verizon is not the manufacturer or licensor of the System but will transfer or pass through to Customer the benefit of any and all manufacturer warranties on the same terms as offered by such manufacturers which are capable of being transferred or passed through. Verizon is not the provider of Third Party Services therefore Verizon provides no warranties, guarantees or assurances of quality that apply to Third Party Services but will transfer or pass through to Customer the benefit of any and all third party warranties on the same terms as offered by such third parties which are capable of being transferred or passed through. These warranties do not cover damage to or malfunction of the System caused in whole or in part by Customer or third parties through other than normal use of the System or caused by an event external to the System. THE WARRANTIES SET FORTH IN THESE CPE SERVICES AND SYSTEM TERMS ARE IN LIEU OF ALL OTHER WARRANTIES FROM VERIZON TO THE EXTENT PERMITTED BY LAW. CUSTOMER'S SOLE REMEDY FOR A BREACH OF THE WARRANTY FOR CPE SERVICES IS FOR VERIZON TO REPERFORM THE DEFECTIVE WORK. VERIZON PROVIDES AND/OR LICENSES ALL DELIVERABLES AS STATED IN AN SOW TO CUSTOMER "AS IS". IN ADDITION TO DISCLAIMERS IN THE AGREEMENT, VERIZON WILL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO VERIZON'S OR CUSTOMER'S TRANSMISSION FACILITIES OR EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD.
- 3.6.1. **Voice Equipment.** In addition to other applicable warranties contained herein, for voice Systems installed by Verizon, the warranty period for the System components on the relevant quote begins on the In-Service Date and continues for 12 months.
- 3.6.2. **CPE Deployment Services Warranties.** In addition to other applicable warranties contained herein, Verizon warrants that any cables and connectors between the System and any other equipment on Customer's premises that are provided by Verizon will be in good working order for a period of thirty days after installation unless the failure of such cables and connectors is caused by Customer's misuse or abuse.
- 3.7. **Limitation of Liability.** SUBJECT TO THE EXCLUSIONS SECTION OF THE AGREEMENT, VERIZON'S ENTIRE LIABILITY FOR ANY OTHER DAMAGE WHICH MAY ARISE HEREUNDER, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING VERIZON'S NEGLIGENCE, OR OTHERWISE, WILL BE LIMITED TO THE LESSER OF I) THE PURCHASE PRICE OF THE SPECIFIC ORDER GIVING RISE TO THE CLAIM; AND II) THE LIMITATION OF LIABILITY IN THE AGREEMENT. VERIZON WILL BEAR NO LIABILITY FOR USE OF THE SYSTEM OR CPE SERVICES PROVIDED UNDER THIS ATTACHMENT IN CONNECTION WITH LIFE SUPPORT SYSTEMS OR DEVICES OR PUBLIC SAFETY SYSTEMS. EXCEPT AS EXPRESSLY STATED OTHERWISE HEREIN, VERIZON WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR INTEROPERABILITY OR COMPATIBILITY OF THE SYSTEM WITH THIRD-PARTY PRODUCTS OR SYSTEMS THAT CUSTOMER MAY UTILIZE IN CONJUNCTION WITH THE SYSTEM OR TO WHICH CUSTOMER MAY CONNECT EQUIPMENT. The Customer and Verizon acknowledge that the warranties, limits on liability and exclusions set out in these CPE Services and System Terms fairly allocate the risk between the Customer and Verizon and are reflected in the charges for the System and/or CPE Services.
- 3.8. **Indemnification.**

Verizon Business Service Agreement

- 3.8.1. **System Indemnity.** Verizon is not the manufacturer of the CPE or the owner of any third party software provided for use with the CPE, which CPE and software comprising the System are provided hereunder pursuant to the standard terms and conditions of the respective third party manufacturer and/or owner(s) thereof. Except for such manufacturers' or owners' indemnities applicable to the CPE and/or software that Verizon is authorized to pass through for the benefit of Customer, which such indemnities Verizon hereby agrees to pass through to Customer, the CPE, including software used therewith, is provided to Customer on an AS IS basis, without any express or implied warranties of any type, and without any obligation to defend or indemnify for any infringement.
- 3.8.2. **Services Indemnity.** Except as provided below, Verizon will defend Customer against any claim, suit, action or proceeding alleging that the purchase or use by Customer of any CPE Service infringes a valid U.S. patent or copyright ("Services Claim"), and Verizon will indemnify and hold harmless Customer against any and all finally awarded costs and expenses, including attorneys' fees, in connection with any such Services Claim.
- 3.8.2.1. If the use of any CPE Service is enjoined or subject to a Services Claim, Verizon may, at its option and expense, either procure for Customer the right to continue to use the affected CPE Service, replace the affected CPE Service with substantially equivalent, non-infringing service, or modify the affected CPE Service so that it becomes non-infringing. In the event that none of the foregoing options is commercially reasonable, Verizon may terminate the CPE Service.
- 3.8.2.2. Verizon shall have no obligation to defend, indemnify or hold harmless Customer for any Services Claim or portion thereof that arises from (i) any negligent or willful act or omission by or attributable to Customer; (ii) any combination, use or operation of any CPE Service with equipment or services provided by Customer or any third party; (iii) any addition to or modification of the CPE Service by Customer, any third party or Verizon at Customer's request; (iv) use of other than the then current unaltered release of any Verizon-provided software used in the CPE Service provided Verizon has made such release available to Customer; (v) any equipment, system, product, process, method or service of Customer which otherwise infringed any U.S. patent or copyright asserted against Customer prior to the supply of the CPE Service to Customer hereunder; (vi) functionality provided by Verizon at the direction of Customer, its agents, employees, or other contractors (including the provision of functionality in accordance with technical specifications provided by Customer); or (vii) use or operation, by Customer, its agents, employees or other contractors, of CPE Service other than as specified in these CPE Services and System Terms.
- 3.8.3. The foregoing states the entire obligation of Verizon to Customer and is Customer's sole and exclusive remedy with respect to any claim of infringement of any intellectual property right of any kind, including the manufacturers' or owners' indemnities applicable to the CPE and software that Verizon is authorized to pass through for the benefit of Customer, if any, and Verizon disclaims all other warranties and obligations with respect thereto.
- 3.8.4. Customer will defend, indemnify and hold harmless Verizon, its employees, officers, directors, agents and affiliates for damages, costs and attorney's fees in connection with any claim arising out of (a) Customer's use of the System or CPE Services other than as may expressly be indemnified by Verizon pursuant to Sections 8.1 and/or 8.2 of these CPE Services and System Terms, or (b) the content of communications transmitted by or on behalf of Customer in the use of the System or CPE Services, including but not limited to libel, slander, and invasion of privacy.
- 3.8.5. Each party (the "indemnitor") will defend, indemnify, and hold harmless the other party (the "indemnitee") against all claims and liabilities for direct damages imposed on the indemnitee for bodily injuries, including death, and for damages to real or tangible personal property to the extent caused by the negligent or otherwise tortious acts or omissions of the indemnitor, its agents or employees in the course of performance of these CPE Services and System Terms.

Verizon Business Service Agreement

- 3.8.6. The defense and indemnification obligations set forth in this Section are contingent upon (1) the indemnitee providing the indemnitor prompt, written, and reasonable notice of the claims, demands, and/or causes of action subject to indemnification, (2) the indemnitee granting the indemnitor the right to control the defense of the same, and (3) the indemnitee's full cooperation with the indemnitor in defense of the claim, including providing information and assistance in defending the claim. Nothing herein, however, will restrict the indemnitee from participating, on a non-interfering basis, in the defense of the claim, demand, and/or cause of action at its own cost and expense with counsel of its own choosing. No settlement may be entered into by the indemnitor on behalf of the indemnitee that includes obligations to be performed by the indemnitee (other than payment of money that will be fully paid by the indemnitor under Sections 8.1 – 8.5 above) without indemnitee's prior written approval.
- 3.9. **Disclosure Indemnification.** If Customer fails to identify and disclose to Verizon concealed Customer equipment, wiring or conditions, as required under the CPE Services and System Terms, then Customer will defend and hold Verizon harmless from any claim, damage or liability resulting from a failure to disclose this information.
- 3.10. **Hazardous Substances.** Except as disclosed to and acknowledged in writing by Verizon, Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable hazardous waste or environmental law or regulation) at any location where Verizon is to perform CPE Services under these CPE Services and System Terms. If during such performance Verizon employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premises to ensure that exposure does not exceed the lowest exposure limit for the protection of workers. Verizon may suspend performance under these CPE Services and System Terms until the removal or containment has been completed and approved by the appropriate governmental agency and Verizon. Performance obligations under these CPE Services and System Terms will be extended for the period of delay caused by said cleanup or removal. Customer's failure to remove or contain hazardous substances will entitle Verizon to terminate by virtue of law, without Court intervention, delay, or other formality and liability, these CPE Services and System Terms, an Order, or an SOW at Verizon's option. Upon such termination, Customer will permit Verizon to remove any System that has not been accepted, will reimburse Verizon for expenses incurred in performing these CPE Services and System Terms, Order, or SOW until termination (including but not limited to expenses associated with such termination, such as removing a System, terminating leases, demobilization, etc.), and will complete payment for any portion of a System or CPE Services that has been accepted.
- 3.11. **Export and Legal Compliance.** Customer acknowledges that the export, import, and use of certain hardware, software, and technical data provided under the Agreement is regulated by the United States and other governments and agrees to comply with all applicable laws and regulations, including the U.S. Export Administration Act, the regulations promulgated thereunder by the U.S. Department of Commerce, and any other applicable laws or regulations of the United States or other relevant jurisdictions (collectively, "Export Laws"). Without limiting the generality of the foregoing the parties further agree:
- 3.11.1. Customer shall not export, re-export, release, transfer or allow the diversion of any items, hardware, software, technology, or the direct product of such technology obtained by Customer under these CPE Services and System Terms without first complying fully with all applicable Export Laws and obtaining any and all required licenses from United States and other governmental authorities.
- 3.11.2. Customer shall not conduct business with any company, individual, organization or country that is subject to trade sanctions, embargoes, or other restrictions under applicable Export Laws, nor any entity that is involved in an end use prohibited under Export Laws including but not limited to chemical or biological weapons proliferation or nuclear or missile technology proliferation, in either case without complying fully with all applicable Export Laws and obtaining any and all required licenses from United States and other governmental authorities and providing written notice to, and prior approval from, Verizon.
- 3.11.3. Customer shall cooperate with and provide all necessary information to Verizon in order to facilitate full compliance with all trade-related laws and regulations.

Verizon Business Service Agreement

- 3.11.4. Unless prohibited by law, Customer agrees to provide notice to Verizon of trade compliance related communications received from and/or actions taken by government export officials and/or customs authorities, as relate specifically to the System and/or CPE Services provided herein by or to Customer. Notice shall be provided to Verizon within 10 days of receiving the above referenced communications or notice of actions to be taken by government officials. Such notice shall include the details of any pending investigation and to what extent Verizon items, hardware, technology, or services are involved.
- 3.11.5. Customer further agrees to release, hold harmless, defend, and indemnify Verizon, its officers, directors, shareholders, agents, and employees, from and against any claims, breaches of the representations, costs, damages, penalties, fines or liabilities (including attorneys fees) arising out of, or in connection with any alleged violation by Customer of Export Laws.
- 3.11.6. Verizon may refuse to proceed with any transaction contemplated hereunder where it determines such transaction may violate Export Laws. The obligations in this section survive the expiration or early termination of these CPE Services and System Terms.
- 3.12. **Order of Precedence.** In the event of conflicts among the terms of the Agreement, this Service Attachment, a SOW and any Schedule, the following order of precedence will apply: (i) the Schedule; (ii) this CPE Services and System Terms; (iii) the Agreement; and (iv) the SOW.
- 3.13. **Third Party Services.** In addition to the terms of the Agreement any third party maintenance and services will be provided on a Subscription basis in accordance with (i) the Third Party Terms generally available on its respective websites or attached as an exhibit and (ii) the relevant terms and conditions of these CPE Services and System Terms, specifically excluding the termination for convenience provisions in the first subsection of the Termination section in this Part III, above. A subscription ("Subscription") means the agreement by which Customer purchases, and Verizon resells, certain CPE Services provided by third parties ("Third Party Services"). The charges and/or the terms and conditions applicable to the Subscription(s) may change at Customer's renewal or extension of such Subscription(s). Information concerning some Third Party Terms is provided below, however, additional Third Party Terms may be provided from Verizon from time to time as required by an Order.
- 3.13.1. **Cisco Services.** When ordering Cisco products or services, Customer acknowledges having read and understood the applicable End User Obligations and service descriptions found at <http://www.cisco.com/go/servicedescriptions/> or other URL as may be provided by Cisco from time to time. Further, Customer agrees to the terms and conditions of Cisco's Software License Agreement, available via the web URL shown above.
- 3.13.2. **Juniper Services.** When ordering Juniper products or services, Customer acknowledges having read and understood the applicable End User Obligations and service descriptions found at <http://www.juniper.net/support/guidelines/990216.pdf> or other URL as provided by Juniper Networks from time to time.
- 3.13.3. **Polycom Services.** When ordering Polycom products or services, Customer acknowledges having read and understood the applicable End User Obligations and service descriptions found at <http://www.portal.polycom.com> or other URL as provided by Polycom from time to time.
- 3.13.4. **Riverbed Services.** When ordering Riverbed products or services, Customer acknowledges having read and understood the applicable end user obligations and license agreements, and service descriptions found at www.riverbed.com/license or other URL as provided by Riverbed from time to time.
- 3.14. **Rental Service Terms and Conditions.**
- 3.14.1. **Title and Risk of Loss.** Title to Systems under Rental Service (Monthly and Term) remains with Verizon or its assignee. Customer bears the risk of loss or damage to Systems under Rental Service (Monthly and Term) after delivery to Customer's site and while such System is located at an installation site and will pay Verizon the reasonable and customary costs of repair or replacement of such System if loss or damage occurs. Customer shall provide notice of loss or damage to the System as soon as Customer receives notice of such loss or damage. Customer shall not do anything inconsistent with Verizon or its assignee's interest in the System.
- 3.14.2. **Insurance.**

Verizon Business Service Agreement

- 3.14.2.1. Customer shall maintain insurance, the kinds and in the amounts specified, with insurers of recognized responsibility, licensed to do business in the State(s) where Customer's obligations will be performed, and having at least: an A.M. Best's rating of AX, a Standard & Poor's ("S&P's") rating of AA, or a Moody's rating of Aa2. In accordance with the above, Customer shall maintain Commercial General Liability, Property and Casualty or other insurance coverage for damage to the System during such time as Customer bears the risk of loss for such System. The limits of such insurance must be no less than the replacement cost of the Equipment. A combination of primary and excess/umbrella liability policies will be acceptable as a means to meet the limits specifically required hereunder. THE REQUIRED MINIMUM LIMITS OF INSURANCE COVERAGE SET FORTH BELOW DO NOT IN ANY WAY RESTRICT OR DIMINISH CUSTOMER'S LIABILITY UNDER THE AGREEMENT.
- 3.14.2.2. Customer will submit to Verizon a standard "Acord" insurance certificate (or comparable form acceptable to Verizon) signed by an authorized representative of such insurance company(ies) certifying that the insurance coverage(s) required hereunder are in effect for the purposes of the Rental Service (Monthly and Term). The certificate of insurance shall contain a provision stating that the insurer or its authorized representative(s) shall endeavor to provide thirty days prior written notice for intent to non-renew, cancellation or material adverse change, except ten day notice for nonpayment of premium. That insurance certificate must certify that no material alteration, modification or termination of such coverage(s) will be effective without at least 30 days advance written notice to Verizon.
- 3.14.2.3. If Customer at any time neglects or refuses to provide the insurance required hereunder, or if such insurance is cancelled or non-renewed, Verizon has the right to terminate the Rental Service (Monthly and Term), or to pay the costs of securing substitute coverages and bill to Customer for those costs.
- 3.14.2.4. Customer's insurance will be considered primary and not excess or contributing with any other applicable insurance.
- 3.15. **Maintenance Terms and Conditions.** Verizon reserves the right to change the rates, terms and conditions of Maintenance Service under these CPE Services and System Terms to be effective upon the commencement of any renewal term and without formal amendment of these CPE Services and System Terms by providing Customer written notice thereof prior to the expiration of the then-current term. If Customer is unwilling to accept such amended rates, terms and conditions, Customer will provide Verizon written notice thereof prior to the expiration of the then-current term, in which event the Maintenance Service will terminate upon expiration of the then-current term. Verizon may terminate the Maintenance Service upon 60 days written notice prior to the end of the then current term, otherwise the Maintenance Service will continue to be provided at the then current undiscounted rate. If Customer has pre-paid the Maintenance Service and terminates prior to the end of the term, Customer will be reimbursed for the unused portion of the Maintenance Service, less any applicable cancellation charge and discount received.
- 3.16. **CPE Related Assessment Services Terms and Conditions.**
- 3.16.1. **Term of Services.** The CPE Related Assessment Services will commence as set forth in the applicable SOW and will continue in effect for the period of time required for Verizon to provide such CPE Related Assessment Services, or otherwise as specified in such SOW.
- 3.16.2. **Developed Information.** Unless otherwise set forth in a SOW, the parties acknowledge and agree that Verizon will at all times retain and have sole and exclusive title to and ownership of all (i) deliverables, documentation and information provided by Verizon to Customer under or in connection with a SOW, whether provided in hard-copy or electronic form, including, without limitation, all methodologies, processes, programs, tools/templates, software, templates, specifications, techniques, data, presentations, studies, compositions, marketing collateral, training programs and materials, analyses and assessments, and (ii) works of authorship, inventions, discoveries, concepts, ideas, designs, methods and information, whether or not patentable or copyrightable, developed, acquired, made, conceived or worked on by Verizon or any of its employees and agents, either solely or jointly with others, in connection with the performance of services under or in connection with a SOW.

Verizon Business Service Agreement

- 3.16.3. **General Provisions.** During the term of the CPE Services and for a period of 6 months after its completion, Customer agrees not to employ or solicit for employment, directly or indirectly, or to permit its agents, contractors or others contemporaneously performing services for Customer to employ or solicit for employment, directly or indirectly, any of Verizon's employees involved in the provision of CPE Services under the applicable SOW.

Verizon Business Service Agreement

Promotions Attachment

GENERAL INSTALLATION WAIVER PROMOTION - V6.0

Subject to the Conditions below, Verizon will waive the standard non-recurring installation or start-up charges for eligible services in the table below (or in the case of Local Service-CLEC, the non recurring charges of the types listed in the table below) and for related local loop access service (if any) provided under a Customer's master service agreement ("Agreement") by MCI Communications Services, Inc. d/b/a Verizon Business Services; MCImetro Access Transmission Services, LLC d/b/a Verizon Access Transmission Services; MCImetro Access Transmission Services of Virginia, Inc. d/b/a Verizon Access Transmission Services of Virginia; or MCImetro Access Transmission Services of Massachusetts, Inc. d/b/a Verizon Access Transmission Services of Massachusetts, as applicable.

Eligible Services	Exclusions To Eligible Services (without limitation)
Network Services Local Access Services - DS0, DS1 and DS3 only	<ul style="list-style-type: none"> • OCn and Higher • International Network Access Local Access • Cross Border Leased Line Service • NRCs for special construction and network diversity
Ethernet Access – Types 1, 2, 3 & Standard	<ul style="list-style-type: none"> • Ethernet Access Type 4 • Type 1 Ethernet Access with circuit facilities assignment • Type 3 Ethernet Access with circuit facilities assignment
Enterprise Mobility as a Service – service activation charge only	<ul style="list-style-type: none"> • Destination Management Service • Network Access Identifier ("NAI") Service
Ethernet Private Line - National, Metro and Access only	<ul style="list-style-type: none"> • Ethernet Private Line (International)
Ethernet Virtual Private Line (EVPL) – CPA-based – National and Metro only	<ul style="list-style-type: none"> • Ethernet Virtual Private Line (International)
Global Private Line Services – Global Data Link, International Private Line (IPL Half Circuit, IPL OSS and IPL Full Circuit)	
Internet Dedicated - T1, NxT1 and T3 only <ul style="list-style-type: none"> • Internet Dedicated Ethernet • Internet Dedicated Port Only <ul style="list-style-type: none"> o FE Port Only o GigE Port Only 	<ul style="list-style-type: none"> • Internet Dedicated OC3 and Higher • Cross Connection Charges
Long Distance (Domestic and International) – Inbound and Outbound Access	<ul style="list-style-type: none"> • Features (Packages and Ala Carte) • TF/DA Listing • ITFS Service Fees • UIFN Registration
Local Service-CLEC (Facilities-based and UNE-P) Includes: <ul style="list-style-type: none"> • Account Setup • Account Charges (including moves, changes, additions and billing record changes) 	<ul style="list-style-type: none"> • Disaster Recovery • Expedite fees • Non-Listing/Non- Published Service • Telecommunications Service Priority • Usage charges • Monthly Recurring Charges • Surcharges • Charges imposed by third parties

Verizon Business Service Agreement

<ul style="list-style-type: none"> • Line Connection Charges (Local Line, Local Trunk-Basic, Local Trunk DID, Local Trunk 2 way Direct) <ul style="list-style-type: none"> • Direct Inward Dialing (DID)/2 way Direct Installation for blocks of DID/2 way direct numbers <ul style="list-style-type: none"> • Non-recurring charges for Local ISDN-PRI T1 installation and optional features • Selective Call Screening non-recurring charge • Non-recurring charges for Optional Features • Additional Telephone Number Listing (set up charge) <ul style="list-style-type: none"> • Alternative Call Listing (set up charge) • Restoral charges (customer and company charges on the rate calculator) <ul style="list-style-type: none"> • Toll Restrictions (set up charge) • Call Assistance Install (set up charge) • Voicemail - NUMS (National Unified Message Service) 	<ul style="list-style-type: none"> • Includes access, egress, jack, or wiring charges <ul style="list-style-type: none"> • All Governmental Charges
Private IP (Domestic and International)	<ul style="list-style-type: none"> • Private IP Satellite Access • Private IP – Dynamic Bandwidth Maintenance feature • Private IP – Geographic Gateway and Router Diversity features) • Cross Connection Charges
Private IP Layer 2	
Secure Gateway – Universal Port only	<ul style="list-style-type: none"> • Secure Gateway Hardware Client • Secure Gateway Management Only • Secure Gateway Out Of Band Modem • Secure Gateway Firewall (Custom)
U.S. Private Line	
Virtual Private LAN Service (VPLS)	

1. The promotion must be included in Customer's Agreement, signed and submitted by January 31, 2014.
2. Only new circuits (or equivalent service units) and existing circuits (or equivalent service units) that are upgraded to an eligible port type/speed are eligible for this promotion.
3. Customer commits to paying for the new circuit (or equivalent service unit) of the eligible service to which the benefits of this promotion apply (each a "Promotional Circuit") and the associated local access loop, for a minimum of one year. Customers who terminate any Promotional Circuit or the associated local access loop before one year will be billed and required to pay all charges otherwise waived under this promotion.
4. Orders may be expedited, but applicable expedite fees must be paid.
5. Subject to the restrictions below for Ethernet Access, Customer will receive this promotional waiver benefit on any eligible service provided under this promotion during the Term of the Agreement. For Ethernet Access, Customer will receive this promotional waiver benefit for the charges specified as waived in the pricing sections of the Guide terms for Ethernet Access. Other charges, including without limitation other non-recurring charges, install or labor charges, project and professional services charges usage charges, monthly recurring charges, expedite charges, change charges, surcharges, any charges imposed by third parties (including access, egress, jack, or wiring charges), taxes or tax-like surcharges, or other Governmental Charges will not be waived.

INTERNET DEDICATED ETHERNET PORT PROMOTION

Verizon Business Service Agreement

Subject to the Conditions below, Customers ordering Verizon's Internet Dedicated Service Price Protected Option ("PPO"), Diverse T1, NxT1 MLFR or Diverse NxT1 circuits under this promotion ("Promotional Circuit") will receive the following promotional MRC from one of the pricing tables shown below (which also includes the MRC for a local T1 access loop or multiple loops for the Diverse and Diverse NxT1 services in addition to the Internet Dedicated circuit) and waiver of related standard installation charges as shown below for each Promotional Circuit and associated local T1 access loop, as applicable, for the remaining Term of the Agreement, based on the length of the Term Customer committed to in the Agreement:

Eligible Service Types and Speeds					Standard Port Installation Charge Waived	
Internet Dedicated Ethernet					Port MRC and Internet Dedicated Ethernet Burstable Select Overage Discount	
IDE Tiered	IDE Burstable Select				Agreement Term	
	(10M)	(50M)	(100M)	(600M)	2 Year	3+ Years
3 Mbps Port	2 Mbps Port				69%	72%
	4 Mbps Port				69%	72%
5 Mbps Port		5 Mbps Port			69%	72%
10 Mbps Port		10 Mbps Port	10 Mbps Port		79%	82%
20 Mbps Port			20 Mbps Port		79%	82%
30 Mbps Port		30 Mbps Port	30 Mbps Port		79%	82%
40 Mbps Port			40 Mbps Port		79%	82%
50 Mbps Port			50 Mbps Port		79%	82%
					79%	82%
100 Mbps Port				100 Mbps Port	79%	82%
200 Mbps Port				200 Mbps Port	82%	85%
300 Mbps Port				300 Mbps Port	82%	85%
					82%	85%
400 Mbps Port				400 Mbps Port	82%	85%
500 Mbps Port				500 Mbps Port	82%	85%
600 Mbps Port					82%	85%
700 Mbps Port					82%	85%
		750 Mbps Port*		750 Mbps Port*	82%	85%
					82%	85%

Verizon Business Service Agreement

1000 Mbps Port					82%	85%
----------------	--	--	--	--	-----	-----

Eligible Service Types and Speeds				Standard Port Installation Charge Waived	
Internet Dedicated Ethernet	Fast Ethernet Port Only Service	GigEPort Only Service		Port MRC and Internet Dedicated Ethernet Burstable Select Overage Discount	
IDE Burstable Select (1000M)	Burstable Select	Tiered GigE	Burstable Select GigE	Agreement Term	
				2 Year	3+ Years
				69%	72%
				69%	72%
				69%	72%
	10 Mbps Port			79%	82%
				79%	82%
				79%	82%
				79%	82%
				79%	82%
		75 Mbps Port		79%	82%
100 Mbps Port		100 Mbps Port	100 Mbps Port	79%	82%
200 Mbps Port		200 Mbps Port	200 Mbps Port	82%	85%
300 Mbps Port		300 Mbps Port	300 Mbps Port	82%	85%
		350 Mbps Port*		82%	85%
400 Mbps Port		400 Mbps Port		82%	85%
500 Mbps Port		500 Mbps Port	500 Mbps Port	82%	85%
		600 Mbps Port		82%	85%
		700 Mbps Port		82%	85%
750 Mbps Port*			750 Mbps Port*	82%	85%
		800 Mbps Port*		82%	85%
		1000 Mbps Port		82%	85%

Conditions

1. New and renewing Customers must sign a Verizon master services agreement ("Agreement") with a minimum two-year term commitment ("Term").
2. The following are eligible for this promotion:
 - New Promotional Circuits installed after this promotion is included in the Agreement
 - Existing Promotional Circuits being renewed under a new or extended Agreement term
 - Upgrades to a Promotional Circuit type installed after this promotion is included in the Agreement
3. This promotion is applicable only for Promotional Circuit ports located within the 48 contiguous states.
 - Ports in Alaska, Hawaii, Puerto Rico, and any foreign countries are not eligible
4. Promotion must be included in the Customer's agreement, signed and submitted by January 31, 2014.

Verizon Business Service Agreement

5. Customer commits to paying for the Promotional Circuit for the lesser of a minimum of 2 years from the circuit's original Service Activation Date or the length of time remaining on Customer's Term commitment ("Commitment Period"). If Customer terminates a Promotional Circuit before the end of the Commitment Period, Customer will pay an early termination charge of: (a) 75 percent of the applicable monthly recurring charges multiplied by the number of months remaining in the Commitment Period for such Promotional Circuit, if any; plus (b) all fees or early termination fees imposed by the access line provider, if any; plus (c) a pro rata portion of any and all credits received by Customer. However, early termination charges will not apply if Customer terminates a Promotional Circuit as part of an upgrade to the Promotional Circuit or an upgrade to any other Verizon service and Customer commits to paying for such upgraded Promotional Circuit or Verizon service for the remainder of the Commitment Period and in no event will Customer's total termination liability exceed the full contract value of the terminated Promotional Circuit.
6. Local access is required, but is not included.
7. Orders may be expedited, but standard expedite fees will apply.
8. Unless explicitly stated otherwise, promotional rates/discounts are in lieu of all other discounts.
9. This promotion cannot be combined with any of the following promotions:
 - Internet Dedicated Ethernet 10M to 100M Port Promotion
 - Internet Dedicated Ethernet 10M to 100M Port Promotion – v2.0
 - Internet Dedicated High Speed Ethernet and OCN Port Promotion
 - Internet Dedicated High Speed Ethernet and OCN Port Promotion v2.0
 - Internet Dedicated Ethernet IP Port Only Promotion
 - Internet Dedicated Ethernet Low Bandwidth IP Port Only Promotion
 - Internet Dedicated Ethernet Low Bandwidth IP Port Only Promotion (VBS III)
10. Existing Customer with any existing Ethernet Promotions, who are not renewing their contract are not eligible for this promotion