



Bethlehem Township School District

2023-24 EMERGENCY VIRTUAL OR REMOTE INSTRUCTIONAL PROGRAM PLAN

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Superintendent



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2022-23 Virtual or Remote Instruction Plan

Bethlehem Township School District

County	Hunterdon
District	Bethlehem Township School District
SFA	Bethlehem Township Board of Education
Agreement Number	0190370
Chief School Administrator	Mr. Edward Abato
Phone Contact	908.479.6336

Purpose

This plan was developed in order to ensure that students continue to receive high quality, standards-based instruction should a school closure lasting more than three consecutive school days be implemented. Such a closure would be due to a declared state of emergency, declared public health emergency, or a directive by the appropriate health agency or officer to institute a public health related closure.

[NJAC Chapter 32](#)

Policy Guide

2425 EMERGENCY VIRTUAL OR REMOTE INSTRUCTION PROGRAM

The Board of Education is committed to providing a high quality educational program, virtually or remotely, in the event the State or local health department determines that it is advisable to close, or mandates closure of, the schools of a school district due to a declared state of emergency, declared public health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure for more than three consecutive school days, the Superintendent shall have the authority to implement the school district's program of virtual or remote instruction, pursuant to N.J.S.A. 18A:7F-9. In addition, pursuant to N.J.S.A. 18A:7F-9.b. the Commissioner of Education shall allow the district to apply to the 180-day requirement established pursuant to N.J.S.A. 18A:7F-9.a., one or more days of virtual or remote instruction provided to students on the day or days the schools of the district were closed if the program of virtual or remote instruction meets such criteria as may be established by the Commissioner.

The school district's program of virtual or remote instruction shall be in accordance with the provisions of N.J.S.A. 18A:7F-9; N.J.A.C. 6A:32-13.1.; this Policy; and Regulation 2425.

“Remote instruction” means the provision of instruction occurring when the student and the instructor are in different locations due to the closure of the facility(ies) of the Board of Education, charter school, renaissance school project, or approved private school for students with disabilities. The closure of the facility(ies) shall be pursuant to N.J.S.A. 18A:7F-9 or 18A:46-21.1 and for more than three consecutive school days due to a declared state of emergency, a declared public health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure.

“Virtual instruction” means the provision of active instruction when the student and the instructor are in different locations and instruction is facilitated through the internet and computer technologies due to the closure of the facility(ies) of the Board of Education, charter school, renaissance school project, or approved private school for students with disabilities. The closure of the facility(ies) shall be pursuant to N.J.S.A. 18A:7F-9 or 18A:46-21.1 and for more than three consecutive school days due to a declared state of emergency, a declared public health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure.

The Superintendent of Schools shall submit, with Board approval, the school district's program of virtual or remote instruction to the Commissioner of Education annually. If the Board is unable to complete and submit a proposed program of virtual or remote instruction to the Commissioner in accordance with

the timeline established by the Commissioner and the school district is required to close its schools for a declared state of emergency, declared public-health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure, the Commissioner of Education may retroactively approve the program.

If provided under the district's program of virtual or remote instruction that has been approved by the Commissioner, student attendance for a day of virtual or remote instruction shall be accounted for in accordance with N.J.A.C. 6A:32-8.4 for the purposes of meeting State and local graduation requirements, the awarding of course credit, and other matters as determined by the Commissioner of Education in accordance with the provisions of N.J.A.C. 6A:32-13.1.(d). Pursuant to N.J.A.C. 6A:32-13.1(b), if implemented by the Superintendent, the school district's program of virtual or remote instruction shall be provided to an enrolled student, whether a general education student in preschool through grade twelve or a student with a disability aged three to twenty-one. The school district shall provide students with a disability with the same educational opportunities provided to general education students to the extent appropriate and practicable. Related services may be delivered to general education students and students with a disability through the use of electronic communication or a virtual or online platform, as appropriate.

In the event the State or local health department determines it is advisable to close or mandates closure of the schools of the district due to a declared state of emergency, declared public-health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure, the Superintendent shall have the authority to implement the school district's program of virtual or remote instruction. The Superintendent shall consult with the Board prior to such decision, if practicable. The Superintendent shall ensure that students, parents, staff, and the Board are informed promptly of the Superintendent's decision.

Nothing in N.J.S.A. 18A:7F-9.b., c., or d.; this Policy; and Regulation 2425 shall be construed to limit, supersede or preempt rights, privileges, compensation, remedies, and procedures afforded to public employees or a collective bargaining unit under Federal or State law or any provision of a collective bargaining agreement entered into by the school district.

In the event of the closure of a school or the schools of the district due to a declared state of emergency, declared public-health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure for a period longer than three consecutive school days:

1. District employees shall be entitled to compensation, benefits, and emoluments pursuant to the provisions of N.J.S.A. 18A:7F-9.e.(1) and (2).

2. The district shall continue to make payments of benefits, compensation, and emoluments pursuant to the terms of a contract with a contracted service provider in effect on the date of the closure as if the services for such benefits, compensation, and emoluments had been provided, and as if the school facilities had remained open pursuant to the provisions of N.J.S.A. 18A:7F-9.e.(3).

3. The district shall be obligated to make payments for benefits, compensation, and emoluments and all payments required pursuant to N.J.S.A. 18A:6-51 et seq., to an educational services commission, county special services school district, and a jointure commission, and under any shared services agreement and cooperative contract entered into with any other public entity pursuant to the provisions of N.J.S.A. 18A:7F-9.e.(4).

4. An educational services commission, county special services school district, and a jointure commission shall continue to make payments of benefits, compensation, and emoluments pursuant to the terms of a contract with a contracted service provider or a shared services agreement in effect on the date of the closure as if the services for such benefits, compensation, and emoluments had been provided, and as if the school facilities had remained open pursuant to the provisions of N.J.S.A. 18A:7F-9.e.(4).

The provisions of N.J.S.A. 18A:7F-9.e.(1) through (4) and 1 through 4 above shall not apply to any employee whose weekly hours of work are reduced, and to whom unemployment benefits are provided, pursuant to a shared work program approved pursuant to the provisions of N.J.S.A. 43:21-20.3 et seq. A contracted service provider, educational services commission, county special services school district, or jointure commission shall notify the district with which it has entered into a contract to provide services of its intent to reduce the hours of work of its employees pursuant to a shared work program approved pursuant to the provisions of N.J.S.A. 43:21-20.3 et seq.

1. Notwithstanding the provisions of N.J.S.A. 18A:7F-9.e.(3) and 3. above, if a contracted service provider reduces the amount that it pays to its employees providing services to a school district, and that reduction is the result of a reduction of workhours of those employees made pursuant to a shared work program approved pursuant to the provisions of N.J.S.A. 43:21-20.3 et seq., then the amount paid by the district to the contracted service provider shall be reduced by the same amount.

2. Notwithstanding the provisions of N.J.S.A. 18A:7F-9.e.(4) and 4. above, if an educational services commission, county special services school district, or jointure commission reduces the amount that it pays to its employees providing services to a school district, and that reduction is the result of a reduction of workhours of those employees made pursuant to a shared work program approved pursuant to the provisions of N.J.S.A. 43:21-20.3 et seq., then the amount paid by the district to the educational services commission, county special services school district, or jointure commission shall be reduced by the same amount.

This Policy may be revised as necessary by the Superintendent in accordance with N.J.S.A. 18A:7F-9. The school district's emergency virtual or remote instruction program shall be posted prominently on the school district's website.

N.J.S.A. 18A:7F-9

N.J.A.C. 6A:32-2.1; 6A:32-8.4; 6A:32-13.1

Regulation Guide

R 2425 EMERGENCY VIRTUAL OR REMOTE INSTRUCTION PROGRAM

A. Definitions

1. "Remote instruction" means the provision of instruction occurring when the student and the instructor are in different locations due to the closure of the facility(ies) of the Board of Education, charter school, renaissance school project, or approved private school for students with disabilities. The closure of the facility(ies) shall be pursuant to N.J.S.A. 18A:7F-9 or 18A:46-21.1 and for more than three consecutive school days due to a declared state of emergency, a declared public health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure.

2. "Virtual instruction" means the provision of active instruction when the student and the instructor are in different locations and instruction is facilitated through the internet and computer technologies due to the closure of the facility(ies) of the Board of Education, charter school, renaissance school project, or approved private school for students with disabilities. The closure of the facility(ies) shall be pursuant to N.J.S.A. 18A:7F-9 or 18A:46-21.1 and for more than three consecutive school days due to a declared state of emergency, a declared public-health emergency, or a

directive by the appropriate health agency or officer to institute a public health-related closure.

B. Pursuant to N.J.A.C. 6A:32-13.1, if the State or local health department determines that it is advisable to close, or mandates closure of, the schools of a school district due to a declared state of emergency, declared public health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure for more than three consecutive school days, the Superintendent shall have the authority to implement the school district's program of virtual or remote instruction, pursuant to N.J.S.A. 18A:7F-9.

1. If implemented by the Superintendent, the school district's program of virtual or remote instruction shall be provided to an enrolled student, whether a general education student in preschool through grade twelve or a student with a disability aged three to twenty-one.

- a. The school district shall provide students with a disability with the same educational opportunities provided to general education students to the extent appropriate and practicable.
- b. Related services may be delivered to general education students and students with a disability through the use of electronic communication or a virtual or online platform, as appropriate.

2. The Board of Education may apply to the 180-day requirement established pursuant to N.J.S.A. 18A:7F-9.b., one or more days of virtual or remote instruction under the following conditions and in accordance with N.J.A.C. 6A:32-13.1(c)1. through 4. and B.2.a. through d. below:

- a. Virtual or remote instruction is provided to students on the day(s) that some or all of the programs of instruction of the district were closed to in-person instruction;
- b. The virtual or remote instruction meets the Commissioner-established criteria for the occurrence of one of the events at N.J.A.C. 6A:32-13.1(b) and B. above;
- c. The school district's program of virtual or remote instruction:

(1) Explains, to the greatest extent possible, the equitable delivery of, and access to, virtual and remote instruction, including descriptions of the following:

(2) Addresses the needs of students with disabilities and includes descriptions of the following:

(a) The delivery of virtual or remote instruction in order to implement, to the greatest extent possible, students' individualized education programs (IEPs), including material and platform access;

(b) The methods used to document IEP implementation, including the tracking of student progress, accommodations, and modifications;

(c) How case managers follow up with parents to ensure services are implemented, to the greatest extent possible, in accordance with IEPs; and

(d) How the school district plans to conduct IEP meetings, evaluations, and other meetings to identify, evaluate, and/or reevaluate students with disabilities;

(3) Addresses the needs of English language learners (ELLs) and includes descriptions of the following:

(a) How the school district includes an English as a Second Language and/or bilingual education program aligned with State and Federal requirements to meet the needs of ELLs;

(b) The process to communicate with parents of ELLs, including providing translation materials, interpretative services, and information available at the parent's literacy level;

(c) The use of instructional adaptations, for example, differentiation, sheltered instruction, Universal Design for Learning, access to technology, and strategies to ensure that ELLs access the same standard of education as non-ELL peers; and

(d) The training for teachers, administrators, and counselors to learn strategies related to culturally responsive teaching and learning, social-emotional learning, and trauma-informed teaching for students affected by forced migration from their

home country;

(4) Accounts for student attendance in accordance with N.J.A.C. 6A:32-13.1(d) and B.3. below and include the following:

(a) A description or copy of the school district's attendance policies, including how the school district will determine whether a student is present or absent during virtual or remote instruction, and how a student's attendance will factor into promotion, retention, graduation, discipline, and any other decisions that will reflect the student's performance;

(5) Describes how the school district is communicating with the parents when a student is not participating in virtual or remote instruction and/or submitting assignments;

(6) Includes a plan for the continued safe delivery of meals to eligible students;

(7) Includes an outline of how buildings will be maintained throughout an extended period of closure; and

(8) Includes district-specific factors, including, but not limited to, considerations for Title I extended learning programs, 21 st Century Community Learning Center Programs, credit recovery, other extended student learning opportunities, accelerated learning, and social and emotional health of staff and students, transportation, extra-curricular programs, childcare, and community programming; and

d. The Board of Education submitted a proposed program of virtual or remote instruction to the Commissioner annually.

(1) If the Board is unable to complete and submit a proposed program annually in accordance with the timeline established by the Commissioner, and the school district is required to close its schools for a declared state of emergency, declared public-health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure, the Commissioner may retroactively approve the program.

3. If provided under the Board’s program that has been approved by the Commissioner, student attendance for a day of virtual or remote instruction shall be accounted for in accordance with N.J.A.C. 6A:32-8.4 for the purpose of meeting State and local graduation requirements, the awarding of course credit, and other matters as determined by the Commissioner.

Equitable Access to Instruction

The district provides and maintains iPads, which are given to all students in grades kindergarten through fifth grade. Students in grades six through eight are provided with a Chromebook to use. In the event of a closure, all devices will be sent home with students, including preschool if needed. Additionally, the district keeps a record of families without internet access at home. In the event of a closure, such families will be provided with a district purchased “hotspot” device.

In the event of a closure, all students will receive live, synchronous instruction via Zoom or Google Meet. Schedules will be shared with families and students via the building principal. Digital activities and resources will be developed in an age-appropriate manner via the classroom teachers.

District assessments are all digital and will continue to be utilized to measure student progress within the virtual environment. Daily attendance will be recorded by classroom teachers based on students signing in and participating. The district will continue to enforce its attendance policy. The district’s guidance counselors will reach out to parents/guardians of students with attendance issues or participation issues within the virtual environment. An action plan will be developed by the counselors and building principal to address any student concerns regarding attendance or participation.

Special Services

All required services/modifications including special education, 504s, and ELL/bilingual programs will be offered via Zoom or Google Meet. Individual Instructional Plans will be followed according to the specific modifications outlined in the plans. Progress will continue to be monitored digitally via our special education platform (IEP direct). IEP meetings/evaluations, etc. will be held with families via Zoom. Translations will continue to be offered in the family's native languages. Differentiation will be offered to all students via personalized learning. All teachers and administrators have received training prior to the 2023-24 school year related to social-emotional learning, trauma informed/culturally responsive teaching.

Food Service

The district will collaborate with Maschio's, our regular food service vendor, to provide school lunches to students who qualify.

SFA Name: Bethlehem Township Board of Education

Agreement #: 0190370

Date meal distribution will begin: TBD

Date meal distribution will end: TBD

Schools/Sites where distribution will take place: Meals will be provided via a central location, Thomas Conley School. Any families without transportation, will have their meals delivered to them.

Facilities

- Regular cleaning will continue to occur at the building level.
- Regular checks of equipment, fields, and the building infrastructure will be made. The schedule will be created by the Facilities Manager.

Summer Closure

- **Extended School Year-** Will be delivered via live instruction using Zoom or Google Meet. Related services will occur in the same manner.
- **Summer Intervention Program-** If required, Bethlehem Township will offer summer intervention programs via Zoom or Google Meet