

BRADLEY BEACH BOARD OF EDUCATION
515 Brinley Avenue
Bradley Beach, NJ 07720

A G E N D A

Regular Meeting
September 19, 2023

Bradley Beach Mission Statement

The mission of the Bradley Beach Elementary School is to provide a supportive learning environment to a diverse student community, where student success is defined through the demonstration of academic, emotional, and social growth. Our students will develop critical thinking skills to become valued members in today's society, while mastering the skills necessary to pursue future educational achievement.

- I. Call To Order
- II. Roll Call
- III. Announcement of Notice – Open Public Meetings Act

In accordance with the Open Public Meetings Act, notice of this meeting has been given to the designated newspapers, *The Asbury Park Press* and *the Coast Star*, and posted in the school in a place reserved for this kind of notice.

- IV. Flag Salute
- V. Discussion Items
 - NJCIE Honors
 - ACCESS Score Report
- VI. President's Report
- VII. Student Representative's Report
- VIII. Superintendent's Report
- IX. Committee Reports
- X. Public Comments – Agenda Items Only
- XI. Executive Session (if needed)
- XII. Workshop Agenda Items
- XIII. Regular Meeting
- XIV. Approval of Minutes

Approval of Meeting Minutes – The superintendent recommends:

Resolved: That the Board approve the Minutes of:

Regular Meeting – August 15, 2023

MOTION: _____ SECOND: _____ VOTE: _____

XV. Regular Meeting – Superintendent

A. Personnel – The superintendent recommends:

Note: All appointments of district staff are contingent upon satisfying the requirements of the New Jersey Criminal History Background Check Status

1. Resolved: That the Board approve the following teachers for the Period A/B Academy Targeted Assistance Program (\$45 per hour for 1.5 hours weekly) during the 2023/2024 school year (excluding school days with 1:00 pm dismissal), under the supervision of Mr. Michael Heidelberg, Principal / Superintendent: [G]

- Ms. Courtney Hammell
- Ms. Hilary Karpoff

Note: Grant funds to be paid out of federal funds account code 20-490-100-101-00-AB ARP ESSER Beyond the School Day sub-grant.

2. Resolved: That the Board ratify the appointment of Ms. Deirdre Cahill as an ESL Teacher for the 2023/2024 school year, salary guide step 1, (MA, \$57,825), per the negotiated contract agreement, replacing Ms. Christina Boyle, under the supervision of Mr. Michael Heidelberg, Superintendent / Principal. (Attachment XV-A.2) [B]

3. Resolved: That the Board approve the following teacher/mentor pairing and the stipends associated with the mentor program, which will be paid by the employee:

- Ms. D. Cahill (CE) with Ms. H. Karpoff at a cost of \$550

4. Resolved: That the Board ratify the appointment of Ms. Julie Ellner as a Middle School Math Teacher / Teacher of Students with Disabilities for the 2023/2024 school year, at a start date on or before October 17th, 2023, Salary guide step 7, (BA +30, \$68,325), per the negotiated contract agreement, replacing Ms. Emilee D' Angelo, under the supervision of Mr. Michael Heidelberg, Superintendent / Principal. (Attachment XV-A.4) [B]

5. Resolved: That the Board approve the appointment of the following substitute teachers for the 2023/2024 school year, at a rate of \$100.00 per day, under the supervision of Mr. Michael Heidelberg, Principal / Superintendent: [B]

- Mrs. Margaret Azzarella

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- Mr. William Barrett Jr.
- Ms. Diane Dimperio
- Ms. Debra Holcombe
- Mr. George Joseph
- Mr. Dean Lamberti
- Ms. Jessica Hunter

6. Resolved: That the Board approve the appointment of the following lunch aides for the 2023/2024 school year, at a rate of \$17.50 per hour, under the supervision of Mr. Michael Heidelberg, Principal / Superintendent: [B]

- Ms. Marcia Falcon Cruz
- Ms. Tetiana Dmytryshyn

7. Resolved: That the Board ratify the appointment of the following breakfast aide for the 2023/2024 school year, at a rate of \$17.50 per hour, under the supervision of Mr. Michael Heidelberg, Principal / Superintendent: [B]

- Ms. Maria Panetta
- Ms. Rosita Guzman (Substitute)

8. Resolved: That the Board approve the appointment of Ms. Rosita Guzman, Preschool Paraprofessional, replacing Ms. Jessica Hunter, at a salary of \$27,831 starting September 20th, 2023, under the supervision of Mrs. Alison Zylinski, Director of Special Services and Mr. Michael Heidelberg, Principal / Superintendent. [B]

9. Resolved: That the Board ratify the appointment of Ms. Joanne Papaiani, Part-time Preschool Paraprofessional, a new position to support the Pre-K program, at a salary of \$13,915.50 for the 2023/2024 school year, under the supervision of Mrs. Alison Zylinski, Director of Special Services and Mr. Michael Heidelberg, Principal / Superintendent. [G/T]

Note: Grant funds to be paid out of federal funds account code 20-487-100-106-00 ARP ESSER. Total amount of salary paid out of ARP ESSER is \$4,552.65 or 32.72% of salary.

10. Resolved: That the Board approve the following staff to serve as translators as needed, paid at the contractual rate of \$45.00 per hour, under the supervision of Mr. Michael Heidelberg, Principal / Superintendent: [B]

- Seeham Seham Neshiewat
- Tatiana Mincencova
- Anya Angeloni

11. Resolved: That the Board approve the following personnel for yearly stipend position for the 2023/2024 school year, under the supervision of Mr. Michael Heidelberg, Principal / Superintendent:

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Position	Staff Member(s)	Payment
Green Team Coordinators	Ms. Heather Sauer Ms. Ashley Fox	\$45.00 Per Hour, at a total cost not to exceed \$2,894.00 [G]
Musical Director	Mr. Anthony LeProtto	\$3,320.00 [B]

Note: Grant funds to be paid out of federal funds account code 20-490-100-100-00 ARP ESSER Beyond the School Day sub-grant.

12. Resolved: That the Board approve the following staff member salary adjustment, effective October 1, 2023, as a result of the completion of coursework, which was completed at an accredited university. [T]

Name	Previous Salary Level	New Salary Level
Ms. Ashley Fox	\$76,325 (Step 10, MA)	\$79,025 (Step10 MA + 30)

13. Resolved: That the Board approve Catherine Forsyth, Monmouth University Student, for a 50-hour field placement with Heather Sauer in the Fall 2023 semester.
14. Resolved: That the Board approve Chloe Lehrfeld, Monmouth University Student, for a 75-hour field placement with Heather Sauer in the Fall 2023 semester.
15. Resolved: That the Board approve the attendance and the registration cost of the following staff members for engagement in the designated professional training: [G]

Staff Member	Date(s) of Event	Name/Title of Professional Training	Location	Cost
Alisa Guzzi	10-18-23	Intervention and Referral Services (I&RS) Team Training - October 2023	Zoom	\$178
Cara Vilardi	10-18-23	Intervention and Referral Services (I&RS) Team Training - October 2023	Zoom	\$178
Ashley Fox	10-20-23	AMTNJ Fall Conference	Brookdale Community College	\$215
Courtney Hammell	10-20-23	AMTNJ Fall Conference	Brookdale Community College	\$215
Megan Jardine	10-20-23	AMTNJ Fall Conference	Brookdale Community College	\$215
Julie Ferwerda	9-29-23	Assessment & Treatment of ELL for Speech Language Specialist	Stockton University	\$178
Paul Mulligan	10-10-23	Gifted and Talented Sharefest	The College of New Jersey	\$ 20

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Heather Sauer	10-8-23 10-9-23	Champions for Science,	Virtual	\$ 65
Anya Angeloni	10-13-23	NJ School Counselor	Pines Manor, Edison, NJ	\$199
Amy Roth	1-24-24	Tools of the Mind - Preschool Mastery	Virtual	<i>Include d in Tools of the Mind Contra ct</i>
Amanda Schutzbank	10-25-23 1-10-24 3-13-24	Tools of the Mind- Preschool Year 1 Fundamentals	Virtual	<i>Include d in Tools of the Mind Contra ct</i>
Laurel Degnan	1-24-24	Tools of the Mind - Preschool Mastery	Virtual	<i>Include d in Tools of the Mind Contra ct</i>

16. Resolved: That the Board ratify the appointment of Mr. Dyshon Day, Substitute School Custodian, at a rate of \$17.50 per hour, at a start date of September 20th, 2023, under the supervision of Mr. David Tonzola, Business Administrator and Mr. Michael Heidelberg, Principal / Superintendent. (Attachment XV-A.16) [T]

MOTION: _____ SECOND: _____ VOTE: _____

B. Curriculum – The superintendent recommends:

1. Resolved: That the Board approve the curriculum for the courses and integrated book lists offered at the Bradley Beach School District for the 2023/2024 school year. The course list is available via the Genesis Parent Portal.

2. Resolved: That the Board approve curriculum documents for the following courses:

Course	Grade Level
Visual and Performing Arts	K-8
Health	K-8
Physical Education	K-8
Morning Meeting	K-8
English Language Arts	K-8
Algebra I	8
Grade 6 Accelerated Math	6
Grade 7 Accelerated Math	7
Mathematics	K-8

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Social Studies	K-8
Science	K-8

MOTION: _____ SECOND: _____ VOTE: _____

C. Policy – The superintendent recommends:

- Resolved: That the Board approve the following Policies and Regulations for a second reading and adoption. (Attachment XV-C.1)

Policy/Regulation Number	Policy/Regulation Title
P & R 2624	Grading System
P & R 5420	Reporting Pupil Progress

- Resolved: That the Board approve the following Policies and Regulations for a first reading and / or abolishment. (Attachment XV-C.2)

Policy/Regulation Number	Policy/Regulation Title
P-1400	Job Descriptions (M) (ABOLISHED)
P 1400	Job Descriptions (M)
P-2220	Adoption of Courses (M) (ABOLISHED)
P 2220	Adoption of Courses (M)
P-2461	Special Education Receiving Schools (M) (ABOLISHED)
P-3244	In-Service Training (M) (ABOLISHED)
P-3440	Job Expenses (ABOLISHED)
P-4440	Job Expenses (ABOLISHED)
P-5550	Disaffected Students (M) (ABOLISHED)

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P 5550	Disaffected Students (M)
P 5752	Marital Status and Pregnancy (M) (ABOLISHED)
P 5752	Marital Status and Pregnancy (M)
P 6340	Multiple Year Contracts (ABOLISHED)
P 6340	Multiple Year Contracts
P 7430	School Safety (M) ABOLISHED
P 8660	Transportation by Private Vehicle (M) (ABOLISHED)
P 8660	Transportation by Private Vehicle (M)
P 9110	Quality Assurance Annual Report (M) (ABOLISHED)
P 9322	Drug Free Zone (M) (ABOLISHED)
R 2432	School Sponsored Publications (M) (ABOLISHED)
R 3244	In-Service Training (M) (ABOLISHED)
R 5512	Harassment, Intimidation or Bullying Investigation Procedure (M) (ABOLISHED)
R 7430	School Safety (M) (ABOLISHED)
P 2431	Athletic Competition (M)

3. Resolved: That the Board approve and accept the 5 Year Strategic Plan, outlining the district's vision, mission, goals, and strategies to ensure continuous growth and achievement for all students and staff members from school year 2023 to 2028. (Attachment XV-C.3)

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4. Resolved: That the Board approve and endorse the Board of Education Goals for the 2023/2024 school year to ensure effective leadership and support for the entire educational community. (Attachment XV-C.4)
5. Resolved: That the Board approve and accept the District Goals for the 2023/2024 school year, derived from the 5 Year Strategic Plan, outlining the operational and administrative objectives to ensure continuous advancement, growth, and achievement for all staff and students. (Attachment XV-C.5)
6. Resolved: That the Board approve the Uniform State Memorandum of Agreement Between Education and Law Enforcement Officials (MOA). (Attachment XV-C.6)

MOTION: _____ SECOND: _____ VOTE: _____

D. Students – The superintendent recommends:

1. Resolved: The BBES Bullying Specialist reports 1 incident of Harassment, Intimidation, and Bullying, with one (1) investigation in the Month of September, 2023.
2. Resolved: On Friday, September 15, 2023, Bradley Beach School District conducted a bus evacuation drill. The drill began at 9:30 am and concluded at 10:30 am. The drill was conducted at Bradley Beach Elementary School for all students. There is no specific route number for the route, as Bradley Beach School District is a walking district. The drill was supervised by Mr. Michael Heidelberg, Superintendent / Principal. (Attachment XV-D.2)
3. Resolved: That the Board approve the following 2023/2024 student field trips that provide community onsite learning aligning with the New Jersey Student Learning Standards:

Date	Grade	Location	Cost	Bus
4-24-23	7	Philadelphia, PA	\$270	TBD
10-11-23	Pre K	Allaire Community Farm	\$441	\$275 (First Student)

4. Resolved: That the Board approve the following tuition students for the 2023/2024 school year:
 - Student # 2432 – Grade 8
 - Student # 2619 – Grade 6
 - Student # 2960 – Grade K

MOTION: _____ SECOND: _____ VOTE: _____

XVI. Regular Meeting – Business Administrator/Board Secretary

Board Secretary’s Monthly Certification

That pursuant to N.J.A.C. 6A:23A-16.10(c) 3, I David Tonzola, Business Administrator/Board Secretary does hereby certify that as of August 31, 2023 no line item account has encumbrances and expenditures, which in total exceed the line items appropriations in violation of N.J.A.C. 6A:23A-16.10(c) 4.

David Tonzola
 School Business Administrator/Board Secretary

Payroll Certification

The School Business Administrator/Board Secretary reports, in compliance with N.J.S.A. 18A:19-1b, that he has certified the following August amounts:

August 15, 2023 \$61,796.72
 August 30, 2023 \$66,642.64

A. The Superintendent Recommends the Approval of the Submission of the American Rescue Plan Act of 2021 – Elementary and Secondary Schools Emergency Relief Fund (ARP-ESSER) Grant Amendment

Resolved: That the Board approve the submission of the American Rescue Plan Act of 2021 – Elementary and Secondary Schools Emergency Relief Fund (ARP-ESSER) Grant Amendment.

MOTION: _____ SECOND: _____ VOTE: _____

B. The Superintendent Recommends the Approval of the FY 2023 Elementary and Secondary Education (ESEA) Formula Grant Carry-Over Application

Resolved: That the Board approve the submission of the FY 2023 ESEA Title Carry-Over Application in the following amounts:

Program Name	Carry-Over Amount
Title IA	\$ 0.00
Title I SIA	0.00
Title IIA	4,932.00
Title IIA	321.00
Title IV	4,283.00

MOTION: _____ SECOND: _____ VOTE: _____

C. The Superintendent Recommends the Approval of the FY 2023 Individuals with Disabilities Education Act (IDEA) Formula Grant Carry-Over Application

Resolved: That the Board approve the submission of the FY 2023 IDEA Basic Carry-Over Application in the following amount:

Program Name	Carry-Over Amount
IDEA Basic	\$6,398.52

MOTION: _____ SECOND: _____ VOTE: _____

D. The Superintendent Recommends the Approval of Salaries to be Funded by Federal Grants: FY 2024 IDEA

Resolved: That the Board approve the following salaries to be charged to the following federal grants: [G]

Name	Salary	Account Code	Federal Grant	Percentage of Salary
Stephanie Soriano	\$33,000.00	20-250-100-101-00	IDEA Basic	56.10%
Traci Rankel	27,831.00	20-250-100-106-00	IDEA Basic	100.00%
Nichole Covert	27,831.00	20-250-100-106-00	IDEA Basic	100.00%
Laurel Degnan	1,750.00	20-252-100-101-00	IDEA Preschool	2.02%

MOTION: _____ SECOND: _____ VOTE: _____

E. The Superintendent Recommends the Approval of Salaries to be Funded by Federal Grants: FY 2024 Elementary and Secondary Education (ESEA) Formula Grants

Resolved: That the Board approve the following salaries to be charged to the following federal grants: [G]

Name	Salary	Account Code	Federal Grant	Percentage of Salary
Alisa Guzzi	\$49,220.00	20-231-100-101.00	ESEA Title I	100.00%
Lucia Newberry	20,250.00	20-231-100-101.00	ESEA Title I	28.06%
Lucia Newberry	5,247.00	20-241-100-101-00	ESEA Title III	7.27%

MOTION: _____ SECOND: _____ VOTE: _____

F. The Superintendent Recommends the Approval of Salaries to be Funded by Federal Grants: FY 2024 American Rescue Plan Elementary and Secondary School Emergency Relief (ARP ESSER III) Formula Grant Funds Authorized by the American Rescue Plan Act

Resolved: That the Board approve the following salaries to be charged to the following federal grants: [G]

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Name	Salary	Account Code	Federal Grant	Percentage of Salary
Lisa D'Amore	61,525.00	20-487-100-101-00	ARP ESSER III	100.00%
Kevin Cosgrove	97,775.00	20-487-100-101-00	ARP ESSER III	100.00%
Donna Taylor	27,831.00	20-487-100-106-00	ARP ESSER III	100.00%
Julie Ferwerda	15,792.00	20-487-200-104-00	ARP ESSER III	19.00%
Anya Angeloni	4,360.35	20-483-200-110-00	ARP ESSER III Mental Health	6.38%

MOTION: _____ SECOND: _____ VOTE: _____

G. The Superintendent Recommends the Approval of Expanded Uniform Minimum Chart of Accounts for 2023/2024 School Year

Resolved: That the Board adopt the expanded Uniform Minimum Chart of Accounts for New Jersey Public Schools for the 2023/2024 School Year. (Attachment XVI-G)

MOTION: _____ SECOND: _____ VOTE: _____

H. The Superintendent Recommends the Approval of Architectural Proposal for Professional Services to Prepare a Facilities Assessment Report

Resolved: That the Board approve the architectural proposal submitted by Di Cara Rubino Architects to perform professional services to prepare a facilities assessment report. The total cost of this proposal is \$15,000 with an additional fee of \$3,000 to update the district's Long Range Facility Plan for a total cost of \$18,000. (Attachment XVI-H) [B]

MOTION: _____ SECOND: _____ VOTE: _____

I. The Superintendent Recommends the Approval of Use of School Building – Bradley Beach Arts Council

Resolved: That the Board approve the use of the Bradley Beach Elementary School by the Bradley Beach Arts Council, as per Attachment XVI-I. Facilities fees and custodial fee will be waived. (Attachment XVI-I)

MOTION: _____ SECOND: _____ VOTE: _____

J. The Superintendent Recommends the Approval of Donation from Donors Choose

Resolved: That the Board approve the generous donation from Donors Choose of a photo printer and various support materials. The estimated value of this donation is \$445.00.

MOTION: _____ SECOND: _____ VOTE: _____

K. The Superintendent Recommends the Approval of Monetary Donation from the Bradley Beach Business Community Alliance (BBBCA)

Resolved: That the Board approve the generous donation from the Bradley Beach Business Community Alliance (BBBCA) in the amount of \$100.00 to be used for the district's PBSIS SOLE Initiative. Further, more that the Board authorize the Business Administrator to create budget account code 20-001-200-600-24-BA and 20-001-200-800-24-BA as well as revenue account code 20-1000-001-24 to account for this transaction.

MOTION: _____ SECOND: _____ VOTE: _____

L. The Superintendent Recommends the Approval of Donation from The Local Fix Foundation

Resolved: That the Board approve the generous donation from the Local Fix Foundation for school supplies including composition notebooks, pencils, crayons and glue sticks.

MOTION: _____ SECOND: _____ VOTE: _____

M. The Superintendent Recommends the Approval of Business Administrator/Board Secretary's Financial Report

Resolved: That the Financial Report of the Business Administrator/Board Secretary for the month ending August 31, 2023 is hereby approved, and the Business Administrator/Board Secretary is instructed to file same. (Attachment XVI-M)

MOTION: _____ SECOND: _____ VOTE: _____

N. The Superintendent Recommends the Approval of Treasurer's Financial Report

Resolved: That the Financial Report of the Treasurer of School Funds for the month ending August 31, 2023 is hereby approved, and the Business Administrator/Board Secretary is instructed to file same. The report is in agreement with the report of the Business Administrator/Board Secretary. (Attachment XVI-N)

MOTION: _____ SECOND: _____ VOTE: _____

O. The Superintendent Recommends the Approval of Monthly Certification

Resolved: That pursuant to N.J.A.C. 6A:23A-16.10(c)3 I, David Tonzola, Business Administrator/Board Secretary, do hereby certify that as of August 31, 2023, after review of the Secretary's Monthly Financial Report (appropriations section) and, upon consultation with the appropriate district officials, that, to the best of our knowledge, no major account or fund has been over-expended in violation of N.J.A.C. 6A:23A-16.10(c)4), that no line item appropriation is in violation of

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N.J.A.C. 6A:23A-16.10(c)4, and that sufficient funds are available to meet the district's financial obligations for the remainder of the fiscal year.

MOTION: _____ SECOND: _____ VOTE: _____

P. The Superintendent Recommends the Approval of Budget Transfers (2023/2024)

Resolved: That the Board approve the 2023/2024 budget transfers as listed on Attachment XVI-P.

MOTION: _____ SECOND: _____ VOTE: _____

Q. The Superintendent Recommends the Approval of August 2023 Payroll

Resolved: That the Board approve the August 2023 gross payroll in the amount of \$128,439.36.

MOTION: _____ SECOND: _____ VOTE: _____

R. The Superintendent Recommends the Approval of Bills Payment

Resolved: That the Board approve payment of the September 19, 2023 regular bills list and as certified and approved. (Attachment XVI-R)

MOTION: _____ SECOND: _____ VOTE: _____

XVII. Regular Meeting – Old Business

XVIII. Regular Meeting – New Business

XIX. Public Comments

XX. Executive Session (if needed)

XXI. Adjournment

DEIRDRE CAHILL

FIELD EXPERIENCE

Captain James Lawrence Elementary School

BURLINGTON CITY, NJ — STUDENT TEACHER *January 2023 - May 2023*

- Planned and delivered differentiated lessons daily and managed classroom procedures for a class of 19 Kindergarten students, including multilingual learners
- Aligned lessons to NJ content standards for all subjects
- Implemented hands-on and movement-based activities to engage students and ensure developmentally appropriate learning
- Integrated technology using Smartboard, google suite, and various educational programs and websites to facilitate student learning

Darlene C. McKnight Elementary

TRENTON, NJ — STUDENT TEACHER *September 2022 - December 2022*

- Designed and implemented lesson plans in language arts, mathematics, and science for a class of 20 second-grade students
- Differentiated instruction to meet the needs of a wide range of student abilities and accommodate for pandemic learning loss
- Conferenced with students individually to support and improve reading skills as well as mathematics application

Lore Elementary

EWING, NJ — STUDENT TEACHER *January 2020 - March 2020*

- Planned and taught lessons aligned with NJ state standards for 18 Kindergarten students
- Engaged students in hands-on activities in small-group settings using manipulatives to practice writing, literacy, mathematics, and fine-motor skills
- Worked individually with ELL students during instruction and independent practice to provide support and scaffolding

WORK EXPERIENCE

Astro Gymnastics Center

LAWRENCEVILLE, NJ — FRONT DESK/COACH *March 2022 - June 2023*

- Successfully built relationships with student families and conferenced with parents to facilitate cooperation between coaches, parents, and students
- Greeted parents upon entry and exit and assisted parents in choosing and scheduling classes
- Supervised and managed classes of 7-8 pre-school and elementary school-aged children
- Ensured all students were engaged while spending time with each student to provide individualized instruction and support, using activities with stations and centers

OBJECTIVE

Creative and empathetic educator seeking a position teaching and supporting diverse students in an elementary school setting. Skilled in technology integration and passionate about building a warm, supportive, and enthusiastic classroom community.

CERTIFICATIONS

CEAS, Elementary K-6

CEAS, ESL

Completed Praxis Exam:

Elementary Education, Multiple Subjects
 Reading & Language Arts- score: 191
 Mathematics- score: 188
 Social Studies- score: 183
 Science- score: 193

EDUCATION

The College of New Jersey

MA in Teaching, 2023

The College of New Jersey

BS in Urban Education and English, 2022
 Dual Major; Magna Cum Laude

SKILLS

- Proficiency in Google Suite and Microsoft Office
- Experience with virtual learning using programs including Zoom, Google Meet, and Google Classroom
- Familiarity with MacOS and Windows operating systems

JULIE ELLNER**OBJECTIVE**

To obtain a teaching position; to create a safe classroom to promote and increase student learning

CERTIFICATIONS

Teacher of Elementary School K-6
 Teacher of Students with Disabilities
 Mathematics Specialization 5-8

EDUCATION

Georgian Court University, Lakewood, NJ, Accelerated Teaching Program, August 2013
 Pennsylvania State University, PA, B.S. in Human Development and Family Studies, May 2010

TEACHING EXPERIENCE

Sayreville Middle School, Sayreville, NJ March 2023-June 2023

- 6th grade in-class resource teacher in math classroom
 - Modified lessons to suit all learners' needs

Grace M. Breckwedel Middle School, Jamesburg, NJ August 2018-March 2023

- 6th grade special education mathematics teacher
- 7th grade general education mathematics teacher for ELL students
 - Accommodate the needs of different learning styles through differentiated instruction
 - Engage students; encourage participation using an inquiry based teaching approach
 - Create modifications, goals, and present levels of academic performance
 - Write and implement math curriculum
- Assistant soccer coach
- Head of National Junior Honor Society

Tinton Falls Middle School, Tinton Falls, NJ 2017-2018

- 7th math teacher in self-contained classroom
- 8th science teacher in self-contained classroom
- 6th-8th in-class resource teacher in math classroom

TALMA: The Israel Program for Excellence in English, Israel Summer 2016

Hatikvah International Academy Charter School, East Brunswick, NJ 2013-2016

- General Education Teacher in an inclusion 5th grade classroom
- Special Education Teacher in an inclusion 5th grade classroom

Dyshon Day

Work Experience

Groundskeeper/Maintenance

MMS Group - New Jersey
January 2023 to Present

Clean the buildings inside and also make sure the grounds are cleaned out side of the building.

Patient Care Assistant

RWJ Community Medical Center - Toms River, NJ
March 2019 to May 2022

Prepare the operating rooms for an operation and Cleaned the surgical rooms when the operation was done. And transferred the patients back to the rooms.

Education

1 Year in Automotive Technology

LTI; Lincoln Tech; Lincoln Educational Services; LCT - Union, NJ
September 2017 to June 2018

High school diploma

Neptune High School - New Jersey
September 2010 to June 2014

3 Years of vocational school in Building Services

Monmouth County Vocational School District - New Jersey
September 2010 to June 2013

Skills

- Groundskeeping
- Custodial Experience
- Construction
- Maintenance
- Cleaning Experience

POLICY

BRADLEY BEACH BOARD OF EDUCATION

Program
Policy 2624
GRADING SYSTEM

GRADING SYSTEM

Section: Program
Date Created: March 1987

The Board of Education recognizes that a system of measuring, recording, and reporting the achievements of individual pupils is important to the continuing process of learning.

The Board directs that the instructional program of this district include a system of grading in grades Pre-K through eight consistent with the educational goals of the district. Grades will measure the progress of pupils against school district goals and objectives and the New Jersey Student Learning Standards.

Pupils shall be informed at the outset of any course of study of the behaviors and achievements that are expected of them and shall be kept informed of their progress during the course of study. As a rule, grading should reward pupils for positive efforts and minimize failure, and pupils should be encouraged to evaluate their own achievements.

The Superintendent shall develop and continually review in consultation with teaching staff members, parent(s) or legal guardian(s), and pupils, a grading program appropriate to the course of study and maturity of pupils. The final decision on any contested grade will be the responsibility of the Superintendent. A pupil determined to be eligible for Special Education services will be graded in accordance with his/her Individualized Educational Program (IEP).

Adopted: 17 October 2000, September 2023



REPORTING PUPIL PROGRESS (M)

Section: Students

Date Created: October 2000

The Board of Education believes that the cooperation between school and home in the interests of children is fostered by the systematic communication of pupils' educational welfare to parent(s) or legal guardian(s).

The Board directs the establishment of a program of reporting pupil progress to parent(s) or legal guardian(s) by both written reports and by parent-teacher conferences and requires the cooperation of all appropriate teaching staff members in that program as part of their professional responsibilities.

The Superintendent shall develop, in consultation with appropriate teaching staff members, procedures for reporting pupil progress to parent(s) or legal guardian(s) that utilize various methods of reporting appropriate to grade level and curriculum content; ensure that the pupil and parent(s) or legal guardian(s) receive ample warning of a possible failing grade or any grade that would adversely affect the pupil's educational status; enable the scheduling of parent-teacher conferences at such times as will ensure the greatest degree of participation by parent(s) or legal guardian(s); and require the issuance of report cards at intervals of not less than three times per year in grades kindergarten through fifth.

Reports of individual achievement on state assessment tests shall be promptly made available to the pupil or the pupil's parent(s) or legal guardian(s).

N.J.A.C. 6:8-7.1

Adopted: September 2023



REPORTING PUPIL PROGRESS (M)

A. Purpose

The purpose of reporting the educational progress of pupils is to:

1. Inform parent(s) or legal guardian(s) of the progress children have made in school;
2. Apprise pupils of their progress in school;
3. Prompt teachers to make periodic, formal assessments of each pupil's progress;
4. Provide a cumulative record of a pupil's progress through the educational system; and
5. Enable each pupil to gain a positive sense of his/her intellectual, social, emotional, and physical abilities and growth toward effective citizenship.

B. Frequency

1. Report cards will be issued at the following intervals:

Grade Levels	Time Frame
Pre-School	Two Times Annually
K - 5th	Three Times Annually
6th - 8th	Four Times Annually

2. The schedule of dates on which report cards will be issued will be published on the school's website so that parents or legal guardians can anticipate the receipt of a report card.



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3. Parent(s) or legal guardian(s) in grades 6-8 and pupils will be notified in writing of the possibility of a failing grade at the midpoint of the grading period.
4. Parent(s) or legal guardian(s) and pupils will be notified in writing of the possibility of a pupil's retention at grade level in accordance with Policy No. 5410.
5. Notices given pursuant to B2 and B3 will be sent home with the pupil in grades preschool through eight
6. Teachers should implement various forms of communication, as frequently as the circumstances dictate, to keep parent(s) or legal guardian(s) informed of the educational progress of their children.

C. Report Card Form

1. The form of report cards will be periodically reviewed by the Superintendent in order to ensure that report cards effectively and accurately report pupil progress.
2. Grades will be determined in accordance with Regulation No. 2624.
3. At the elementary level, report cards will report individual academic, personal and social growth as well as work and study habits.
 - a. The pre-school and kindergarten report card will stress the degree of mastery of skill achieved.
 - b. The primary grades one through two, report card will record a specific symbol for both effort and degree of mastery of specific skills.



- c. The intermediate grades three through eight, report card will record both effort and degree of mastery of specific skills and will include the instructional level achieved by the pupil in reading, spelling, and mathematics
4. At the middle school level, report cards will record pupil achievement in academic subjects, as well as the pupil's personal growth and development.
5. Report cards at all levels will record the pupil's absences and tardiness.
6. Report card forms will include space for the classroom or homeroom teacher's personal comments on the pupil's personal growth and development.
7. Report card forms will include space for the parent(s) or legal guardian(s) signature and request for a conference with the teacher

D. Distribution and Return

1. Report cards will be shared with parent(s) or legal guardian(s) via paper copy or on the student information system.

E. Parent Teacher Conferences

Parent teacher conferences will be conducted in accordance with Policy No. 9280.

Adopted: 9/2023



GRADING SYSTEM

A. Purpose of Grading

1. The purpose of grading is to assist pupils in the process of learning; all grading systems will be subject to continual review and revision to that end.
2. Grades acknowledge a pupil's:
 - a. Progress towards mastery of New Jersey Student Learning Standards
 - b. Participation in and attention to daily lessons,
 - c. Contribution to discussions,
 - d. Completion of assignments,
 - e. Preparation for tests,
 - f. Eagerness to learn,
 - g. Cooperation with the teacher's efforts, and
 - h. Willingness to work to the best of his/her ability

B. Preparation for Grading

1. Each pupil must be informed of the behavior and achievements expected of him/her at the outset of each course of study or unit of study.
2. Each pupil must be kept informed of his/her progress during the course of a unit of study. Pupils who so request are entitled to see the grades resulting from their performance during the grading period.



3. Each method of grading shall be appropriate to the course of study and the maturity and abilities of the pupils.
4. Pupils should be encouraged to evaluate their own achievements.
5. The process of review and revision will involve teaching staff members, parent(s) or legal guardian(s), and, as appropriate, pupils.

C. Grading Periods

Grades K through Five

1. Progress towards meeting expectations on New Jersey State Learning Standards will be reported at the end of each trimester.
2. Progress will be recorded on report cards for parent(s) or legal guardian(s) notification in accordance with Policy and Regulation No. 5420.

Grades Six through Eight

1. Grades will be reported at the end of each marking period in each school year.
2. Pupils will be given a final grade in each subject at the end of the school year.
3. Grades will be recorded on report cards for parent(s) or legal guardian(s) notification in accordance with Policy and Regulation No. 5420.

D. Basis for Grading

Grades K through Five

The teacher responsible for assigning a grade may take into consideration the pupil's:

1. Completion of written assignments prepared in the classroom or elsewhere;



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2. Oral contributions in class, including discussion responses, observations, panel participation, presentations, initiation of topics;
3. Performance on oral and written tests and quizzes;
4. Oral and written reports on materials read by the pupil;
5. Other evidences of the pupil's constructive efforts and achievements in learning; and
6. For the final grade, the pupil's attendance record, in accordance with Policy Nos. 5200, and 5410.

Grades Six through Eight

The teacher responsible for assigning a grade may take into consideration the pupil's:

1. Completion of written assignments prepared in the classroom or elsewhere;
2. Oral contributions in class, including discussion responses, observations, panel participation, presentations, and initiation of topics;
3. Performance on oral and written tests and quizzes;
4. Research into standard references and other background materials;
5. Oral or written reports;
6. Laboratory work;
7. Other evidences of the pupil's constructive efforts and achievements in learning; and
8. For the final grade, the pupil's attendance record, in accordance with Policy Nos. 5200, and 5410.



E. Meaning of Grades

Grades Kindergarten through Five

The following proficiency levels will be given in each academic subject at the end of each trimester:

4 = Exceeding the Standard

Extends key concepts, processes, and skills

Consistently works beyond grade-level expectations

3 = Meeting the Standard

Consistently grasps and applies key concepts, processes, and skills

Consistently meets the grade-level expectations

2 = Approaching the Standard

Beginning to grasp and apply key concepts, processes, and skills

Progressing toward grade-level expectations

1 = Needs Support

Not grasping key concepts, processes, and skills

Area of concern that requires support



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NA = Not Assessed at this time

Grades Six through Eight

The following grades will be given in each academic subject at the end of each marking period:

A grade of “A” indicates a superior degree of proficiency in key concepts of the course as demonstrated by assessments and other assignments. The student shows exceptional mastery of course content and consistently demonstrates a high level of initiative and ability to apply knowledge in creative ways.

A grade of “B” indicates a satisfactory degree of proficiency in key concepts of the course as demonstrated by assessments and other assignments. The student shows mastery of most course content and is often able to apply key concepts.

A grade of “C” indicates a developing degree of proficiency and partial mastery of key concepts of the course as demonstrated by assessments and other assignments. The student may be able to recall key concepts, but not apply them in a consistent manner that demonstrates a higher level of understanding.

A grade of “D” indicates a lack of proficiency in many key concepts of the course as demonstrated by assessments and other assignments. There may be minimal mastery of course content and/or a lack of initiative in both completing assignments and preparing for assessments.



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A grade of "F" indicates unsatisfactory proficiency in key concepts of the course as demonstrated by assessments and other assignments. The student shows little to no mastery of course content. Coursework is inaccurate, incomplete, or not completed.

Letter grades may be modified by plus or minus signs.

3. A teacher who grades by numerical grades in grades six through eight during the marking period shall convert the number grade to a letter grade in accordance with the following chart.

A+ : 97-100

A : 93-96

A- : 90-92

B+ : 87-89

B : 83-86

B- : 80-82

C+ : 77-79

C : 73-76

C- : 70-72

D : 65-69

F : <65

*Students earning a grade of "F" at the end of a marking period will receive a numeric grade of 55 for the marking period.



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4. A grade of “incomplete” will be given at the end of a marking period to those pupils unable to complete the work assigned to the course for reasons beyond the pupil's control.
- a. A teacher who submits a grade of incomplete will accompany the grade with a reasonable estimate of the amount of time the pupil will require to complete the work necessary for the granting of credit.
 - b. Except as may be required by unusual circumstances, make-up work should be completed within two weeks of the end of the marking period or two weeks after the pupil's return to school.
 - c. The pupil's work will be graded after the agreed-upon time period and the teacher will submit a grade, which will replace the incomplete grade on the pupil's transcript.

F. Gradebook

Grades K through 2

Minimum Gradebook Entries per Trimester		
Content Area	Assessments (Major & Minor)	Classwork
Mathematics	3	5
English Language Arts	3	5
Social Studies/Science*	1	3



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Grades 3 through 5

Minimum Gradebook Entries per Trimester		
Content Area	Assessments (Major & Minor)	Classwork
Mathematics	5	9
English Language Arts	5	9
Social Studies/Science*	3	6

Grades Six through Eight

Gradebook Assignment Categories	Percentage
Assessments: Tests, Quizzes, Projects, Essays, Written Reports * Major assessments shall be weighted double minor assessments ** A minimum grade of 55% for all major assessments	65
Classwork: General Assignments, Station/Center Work, Exit Tickets, Portfolios	25
Homework	10

Gradebook Entries per Marking Period		
Content Area	Assessments	Classwork
Mathematics	5	9
English Language Arts	5	9
Social Studies/Science*	3	6



*Assuming the amount of instructional time is half ELA/Math. Otherwise, the number of gradebook entries shall be the same as listed for ELA/Math above.

G. Other Grading Policies

Grades Six through Eight

Assessment Retakes

Students may retake up to 1 test per class each marking period after the teacher and student have worked together to demonstrate improved progress towards standards via multiple methods. If a student receives lower than a 54% on a major assessment, the student must retake up to 1 test per class each marking period after the teacher and student have worked together to demonstrate improved progress towards standards via multiple methods. The higher grade of the two assessments shall be recorded in the gradebook.

Extra Credit

- Extra credit will only be offered in extenuating circumstances at the discretion of the teacher and with approval of administration.

Late Credit

- Make-up work due to excused student absence will be allowable at no reduction of the overall score. The time given to complete the make-up work will be at the



discretion of the teacher / administrator based on the student's grade level, complexity of assignment, and length of absence. Efforts should be made to allow a reasonable amount of time to complete the make-up work.

- Homework may be turned in 1 day late with a 25% grade reduction off the overall score. Special considerations are at the discretion of the teacher / administrator.
- Classwork may be completed at home and turned in the next school day if necessary for full credit. If turned in the subsequent school day, there will be a 25% grade reduction off the overall score. Special considerations are at the discretion of the teacher/administrator.

Honor Roll

- High Honor Roll: At least 90% in all classes (including related arts)
- Honor Roll: At least 80% in all classes (including related arts)

H. Grade Validation

In order that he/she may justify a grade, each teacher is directed to utilize the Student Information System and maintain accurate records of assessment data.

1. The daily attendance and tardiness record;
2. All grades earned for classroom activities such as quizzes, tests, reports, and class recitations;



3. All grades earned for activities conducted elsewhere, such as homework assignments and term papers;
4. Any notation regarding the meaning of each grade and its relation to the type of activity or material covered;
5. Any notation of discussions with the pupil on a grade or the pupil's cumulative grade average;
6. Any referrals for guidance, discipline, and the like; and
7. Any notations recording communications between the teacher and the parent(s) or legal guardian(s), the Superintendent or designee, or other teaching staff members.

I. Appeal

1. Each teacher is responsible for the determination of the grade a pupil receives for participation in the teacher's course of study.
2. Each teacher may be required to furnish reasons, supported by evidence (see ¶E above) to substantiate any grade given.
3. If a grade is challenged by a pupil or a parent(s) or legal guardian(s), the teacher will convene a conference and will explain the grading system and the reasons for the final grade.
4. If the parent(s) or legal guardian(s) or pupil is not satisfied by the teacher's explanations, he/she may appeal the grade to the Superintendent or designee, who will consult with the teacher and the pupil in an attempt to resolve the dispute. The



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Superintendent or designee will give every reasonable deference to the teacher's professional judgment.

5. If the Superintendent or designee determines that the grade should be changed, he/she will alter the grade on all records and indicate by whose authority the grade has been changed.

6. No reprisals will be taken in any form against a teacher who remains determined in his/her belief that the grade originally given is fair and correct.

7. The Superintendent may hear an appeal from the designee's determination. Only in the most extraordinary circumstances will the Superintendent alter a grade determined at the school building level.

Adopted 9/2023



District Policy

1400 - JOB DESCRIPTIONS (M)

Section: Administration

Date Created: October 2000

Date Edited: November 2007

The Board of Education shall adopt job descriptions for the positions of Superintendent, School Business Administrator/Board Secretary, and each supervisory position. The Superintendent shall prepare, approve, and disseminate to the Board job descriptions for all other employment positions created by the Board.

All job descriptions will be written and will be based on the outcome and process goals developed by the Board and, as appropriate to the position, on program objectives. Each job description will specify:

1. The qualifications and specific certificate and endorsement required for the position;
2. The function, duties, and responsibilities of the position;
3. The extent and the limits of the position holder's authority;
4. The work relationships between the position holder and other employees of the district; and
5. Any background experiences, personal qualities, and individual achievements that the Board prefers in a person appointed to the position.

Job descriptions will be reviewed periodically.

N.J.A.C. 6:3-1.4; 6:3-4.3; 6:11-4.6; 6:3-5.1

Adopted: 17 October 2000

Revised: 20 November 2007

POLICY GUIDE

STRAUSS ESMAY ASSOCIATES

Section: Administration
1400. JOB DESCRIPTIONS (M)
Date Created: January 1989
Date Edited: April 2006

1400. JOB DESCRIPTIONS (M)

M

[See **POLICY ALERT No. 96 and 175**]

The Board of Education shall adopt job descriptions for the positions of Superintendent, School Business Administrator/Board Secretary, and each supervisory position. The Superintendent shall prepare, approve, and disseminate to the Board job descriptions for all other employment positions created by the Board.

All job descriptions will be written and will be based on the outcome and process goals developed by the Board and, as appropriate to the position, on program objectives. Each job description will specify:

1. The qualifications and specific certificate and endorsement required for the position;
2. The function, duties, and responsibilities of the position;
3. The extent and the limits of the position holder's authority;
4. The work relationships between the position holder and other employees of the district; and
5. Any background experiences, personal qualities, and individual achievements that the Board prefers in a person appointed to the position.

Job descriptions will be reviewed periodically.

N.J.A.C. 6A:32-4.1; 6A:32-4.4; 6A:32-4.5; 6A:32-5.1

Cross reference: Policy Guide Nos. 1230, 1330, 3111

Adopted:

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District Policy

2220 - ADOPTION OF COURSES (M)

Section: Program

Date Created: October 2000

Date Edited: January 2008

M

The Board of Education shall provide a comprehensive instructional program to serve the educational needs of the children of this district by the adoption of courses of study.

For purposes of this policy, a "course of study" means the planned content of a series of classes, courses, subjects, studies, or related activities.

No course of study will be taught in this district unless it has been formally adopted by the Board. The Board shall determine which units of the instructional program constitute courses of study and are thereby subject to the adoption procedures of the Board.

The Superintendent is responsible for the continuous evaluation of the courses of study against the educational goals of the Board and shall recommend to the Board such new or altered courses of study as are deemed to be in the best interests of the pupils of this district. The Superintendent's recommendation will include the following information about the proposed course of study:

1. The specific objective of the course of study and the relationship of the course to the educational goals adopted by the Board;
2. The applicability of the course to pupils and an enumeration of those groups of pupils to be affected by it;
3. A description of course content, including any instructional method that departs significantly from the ordinary and is an integral part of the course of study;
4. A rationale for the course in terms of the goals of this district and a justification of the course, especially when it is proposed to take the place of an existing course of study;
5. The resources that implementation of the course will require, including textbooks, material, equipment, and specially trained personnel;
6. The course proficiencies to be mastered by pupils;
7. The methods and standards by which the efficacy of the course will be monitored and evaluated; and
8. A developmental history of the course and, where available, information on its use elsewhere.

The Superintendent shall maintain a current list of all courses of study offered by this district and shall provide each member of the Board with a copy.

N.J.S.A. 18A:4-25; 18A:4-28; 18A:7A-6;

18A:33-1; 18A:35-1 et seq.

N.J.A.C. 6:4-1.1 et seq.; 6:8-4.6; 6:8-7.1; 6:39-1.2

Adopted: 17 October 2000

Revised: 15 January 2008

Abolish

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STRAUSS ESMAY ASSOCIATES

Section: Program
2220. ADOPTION OF COURSES (M)
Date Created: March 1987
Date Edited: April 2005

2220. ADOPTION OF COURSES (M)

M

[See POLICY ALERT Nos. 120, 168 and 172]

The Board of Education shall provide a comprehensive instructional program to serve the educational needs of the children of this district by the adoption of courses of study.

For purposes of this policy, a "course of study" means the planned content of a series of classes, courses, subjects, studies, or related activities.

No course of study will be taught in this district unless it has been formally adopted by the Board. The Board shall determine which units of the instructional program constitute courses of study and are thereby subject to the adoption procedures of the Board.

Districts with secondary school(s)

[Each course of study approved for credit toward high school graduation shall include minimum course proficiencies. In order to satisfactorily complete a course of study, a student must demonstrate mastery of the established minimum level of course proficiencies. Core course proficiencies shall include, but need not be limited to, proficiencies established by the State Board of Education in the curriculum areas of mathematics; natural or physical sciences; English; social studies; foreign languages; fine, practical, and performing arts; career education; and health, safety, and physical education.]

The Superintendent is responsible for the continuous evaluation of the courses of study against the educational goals of the Board and shall recommend to the Board such new or altered courses of study as are deemed to be in the best interests of the students of this district. The Superintendent's recommendation will include the following information about the proposed course of study:

1. The specific objective of the course of study and the relationship of the course to the educational goals adopted by the Board;
2. The applicability of the course to students and an enumeration of those groups of students to be affected by it;
3. A description of course content, including any instructional method that departs significantly from the ordinary and is an integral part of the course of study;
4. A rationale for the course in terms of the goals of this district and a justification of the course, especially when it is proposed to take the place of an existing course of study;
5. The resources that implementation of the course will require, including textbooks, material, equipment, and specially trained personnel;
6. The course proficiencies to be mastered by students;
7. The methods and standards by which the efficacy of the course will be monitored and evaluated; and
8. A developmental history of the course and, where available, information on its use elsewhere.

The Superintendent shall maintain a current list of all courses of study offered by this district and shall provide each member of the Board with a copy.

N.J.S.A. 18A:4-25; 18A:4-28; 18A:33-1; 18A:35-1 et seq.
N.J.S.A. 18A:54-6; 18A:54-24 [vocational districts]
N.J.A.C. 6A:7-1.1 et seq.; 6A:8-4.1; 6A:8-4.4
N.J.A.C. 6A:19-3.5; 6A:8-2.2 [vocational districts]

Adopted:

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District Policy

2461 - SPECIAL EDUCATION/RECEIVING SCHOOLS (M)

Section: Program

Date Created: December 2001 Date Edited: May 2011

M

[See POLICY ALERT Nos. 159 and 192]

To demonstrate compliance with N.J.A.C. 6A:14 and Part B of the Individuals with Disabilities Education Act, the Board adopts this policy and corresponding regulations/procedures. This policy and corresponding regulations/procedures will be submitted with a Special Education Assurance Statement for Receiving Schools to the County Office of Education no later than April 1, 2011 for approval.

1. Pupils with disabilities who are placed in a receiving school by a district Board of Education must have an Individualized Education Program (IEP) in effect prior to the delivery of services.
2. The receiving school will collaborate with the sending district Board of Education to ensure that a free, appropriate public education is available for all pupils with disabilities between the ages of three and twenty-one enrolled in the receiving school including pupils with disabilities who are suspended from school.
3. The compilation, maintenance, access to and confidentiality of pupil records will be in accordance with N.J.A.C. 6A:32-7.
4. Pupils with disabilities who are placed in receiving schools by a district Board of Education will be provided special education and related services at no cost to their parents or legal guardian(s) according to N.J.A.C. 6A:14-1.1(d) and N.J.A.C. 6A:14-7.5(b)3.
5. The programs and services provided by the receiving school will be in accordance with the requirements of N.J.A.C. 6A:14-1.1 et seq.
6. All personnel serving pupils with disabilities will be highly qualified and appropriately certified and licensed, where a license is required, in accordance with State and Federal law.

7. The receiving school will only terminate the placement of a pupil with disabilities according to the procedures in N.J.A.C. 6A:14-7.7(a) and (b).

8. The in-service training needs for professional and paraprofessional staff who provide special education, general education or related services will be identified and appropriate in-service training will be provided. The receiving school will maintain information to demonstrate its efforts to:

a. Prepare general and special education personnel with the content knowledge and collaborative skills needed to meet the needs of children with disabilities;

b. Enhance the ability of teachers and others to use strategies, such as behavioral interventions, to address the conduct of pupils with disabilities that impedes the learning of pupils with disabilities and others;

c. Acquire and disseminate to teachers, administrators, and related services personnel, significant knowledge derived from educational research and other sources and how the receiving school will, if appropriate, adopt promising practices, materials and technology;

d. Ensure that the in-service training is integrated to the maximum extent possible with other professional development activities; and

e. Provide for joint training activities of parents and special education, related services and general education personnel.

9. The receiving school will work with all sending school districts and ensure that pupils with disabilities are included in Statewide and district-wide assessment programs with appropriate accommodations, where necessary according to N.J.A.C. 6A:14-4.10. All pupils with disabilities will participate in Statewide assessments or the applicable Alternate Proficiency Assessment, in grades three, four, five, six, seven, eight and eleven in accordance with their assigned grade level.

10. Full educational opportunity to all pupils with disabilities will be provided.

11. The receiving school will provide teacher aides and the appropriate general or special education teaching staff time for consultation on a regular basis as specified in each pupil's IEP.

12. The receiving school will ensure that the length of the school day and academic year shall be as long as that established for nondisabled pupils in accordance with N.J.A.C. 6A:14-4.1(c) and must include at least four hours of actual school work instruction in accordance with N.J.A.C. 6A:14-7.6(i).

Adopted: 3 May 2011

Adopted

District Policy

3244 - IN-SERVICE TRAINING (M)

Section: Teaching Staff Members Date Created: October 2000 Date Edited: October 2000

M

The Board of Education believes that the continuing improvement of the professional skills of teaching staff members is essential to the provision of a thorough and efficient system of education. The Board accepts the responsibility for providing training for staff members in order to encourage and foster their professional growth and improve the instructional and support services of this district. Staff training shall include district-wide and school-wide programs as well as individual personal improvement programs.

The Superintendent shall plan and present to the Board a program of in-service training that is consistent with the assessed needs and goals of the district. The in-service training program will be developed in consultation with appropriate teaching staff members and shall include the demonstrable results by which the effectiveness of the program will be evaluated.

The Superintendent shall report annually to the Board on the conduct of the in-service training program and the results of its evaluation.

N.J.A.C. 6:8-2.8(a)4

Adopted: 17 October 2000

District Policy

3440 - JOB EXPENSES (M)

Section: Teaching Staff Members Date Created: October 2000 Date Edited: October 2000

M

1. All persons authorized to travel on official business must keep a memorandum and receipts of expenditures properly chargeable to the Board.
2. For official travel by other than automobile, the Board Secretary shall arrange for the purchase of tickets in advance.
3. For all official business requiring advance registration and/or reservations for members or employees of the Board of Education, the Board Secretary shall make all necessary provisions and arrangements.
4. In all instance of travel reimbursement, full itemization of expenditures shall be required.
5. When official travel by Board members and/or employees is by means of private vehicles, reimbursements for mileage and tolls shall be made at a rate to be determined by the Board.

Adopted: 17 October 2000

District Policy

4440 - JOB EXPENSES (M)

Section: Support Staff Date Created: October 2000 Date Edited: October 2000

1. All persons authorized to travel on official business must keep a memorandum and receipts of expenditures properly chargeable to the Board.
2. For official travel by other than automobile, the Board Secretary shall arrange for the purchase of tickets in advance.
3. For all official business requiring advance registration and/or reservations for members or employees of the Board of Education, the Board Secretary shall make all necessary provisions and arrangements.
4. In all instance of travel reimbursement, full itemization of expenditures shall be required.
5. When official travel by Board members and/or employees is by means of private vehicles, reimbursements for mileage and tolls shall be made at a rate to be determined by the Board.

Adopted: 17 October 2000

District Policy

5550 - DISAFFECTED PUPILS (M)

Section: Students Date Created: October 2000 Date Edited: November 2006

M

The Board of Education believes that the educational needs of all pupils should be served. The Board will make every reasonable effort to identify and serve disaffected pupils whose learning is impeded by environmental circumstances, the pupil's attitude, or an inappropriate instructional program.

For the purposes of this policy, "disaffected pupil" means the pupil who has instructional needs that are not being met by the regular instructional program and who is performing well below his/her social or academic capacity.

Disaffected pupils may include pupils unable to function properly within a traditional school program; pupils of average or above average intelligence and ability who achieve below their potential; pupils unable to establish occupational or future goals; pupils with a pattern of behavior problems, including problems with attendance and tardiness; pupils who lack motivation, direction, and decision making ability; pupils who possess a poor self-image; pupils suffering stressful family settings; pupils hostile toward adults and authority figures; pupils in difficulty with community and law enforcement agencies; and pupils lacking interest in school and avoiding involvement in school activities.

Teaching staff members shall be alert to pupils experiencing difficulty in their classes. Any such pupil who does not appear to be disabled may be referred to the Student Resource Committee.

A disaffected pupil who may have disabilities shall be referred to the Child Study Team for evaluation in accordance with Policy No. 2460 and Regulation Nos. 2460.3 and 2460.7.

N.J.A.C. 6.26-1.1 et seq.; 6A:14-1 et seq.

Adopted: 17 October 2000

Revised: 21 November 2006

POLICY GUIDE

STRAUSS ESMAY ASSOCIATES

Section: Students
5550. DISAFFECTED STUDENTS (M)
Date Created: March 1987
Date Edited: April 2005

5550. DISAFFECTED STUDENTS (M)

M

[See POLICY ALERT No. 68, 147 and 172]

The Board of Education believes that the educational needs of all students should be served. The Board will make every reasonable effort to identify and serve disaffected students whose learning is impeded by environmental circumstances, the student's attitude, or an inappropriate instructional program.

For the purposes of this policy, "disaffected student" means the student who has instructional needs that are not being met by the regular instructional program and who is performing well below his/her social or academic capacity.

Disaffected students may include students unable to function properly within a traditional school program; students of average or above average intelligence and ability who achieve below their potential; students unable to establish occupational or future goals; students with a pattern of behavior problems, including problems with attendance and tardiness; students who lack motivation, direction, and decision making ability; students who possess a poor self-image; students suffering stressful family settings; students hostile toward adults and authority figures; students in difficulty with community and law enforcement agencies; and students lacking interest in school and avoiding involvement in school activities.

Teaching staff members shall be alert to students experiencing difficulty in their classes. Any such student who does not appear to be disabled may be referred to the Intervention Referral Team (IRT).

A disaffected student who may have disabilities shall be referred to the Child Study Team for evaluation in accordance with Policy No. 2460.

N.J.A.C. 6A:16-7.1 et seq.
N.J.A.C. 6A:14-1.1 et seq.

Adopted:

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District Policy

5752 - MARITAL STATUS AND PREGNANCY (M)

Section: Students Date Created: October 2000 Date Edited: October 2000

M

The Board of Education will not discriminate among pupils on the basis of their marital status or parenthood. No pupil, male or female, who is married or a parent shall be denied access to or benefit from any educational, co-curricular, or athletic program or activity on the basis of his/her marital status or parenthood.

A pregnant pupil shall not be excluded from any educational program or activity because of her pregnancy or pregnancy-related condition unless the pupil so requests or a physician certifies that her exclusion is necessary for the pupil's physical, mental, or emotional well-being. An excluded pregnant pupil will be provided with adequate and timely opportunity for instruction to continue or make up her schoolwork without prejudice or penalty. Pregnant pupils will be provided a special instructional program in accordance with Policy No. 2416.

N.J.A.C. 6:4-1.5

Adopted: 17 October 2000

POLICY GUIDE

STRAUSS ESMAY ASSOCIATES

Section: Students
5752. MARITAL STATUS AND PREGNANCY (M)
Date Created: May 1988
Date Edited: April 2005

5752. MARITAL STATUS AND PREGNANCY (M)

[See **POLICY ALERT No. 95 and 172**]

M

The Board of Education will not discriminate among students on the basis of their marital status or parenthood. No student, male or female, who is married or a parent shall be denied access to or benefit from any educational, co-curricular, or athletic program or activity on the basis of his/her marital status or parenthood.

A pregnant student shall not be excluded from any educational program or activity because of her pregnancy or pregnancy-related condition unless the student so requests or a physician certifies that her exclusion is necessary for the student's physical, mental, or emotional well-being. An excluded pregnant student will be provided with adequate and timely opportunity for instruction to continue or make up her schoolwork without prejudice or penalty. Pregnant pupils will be provided a special instructional program in accordance with Policy No. 2416.

N.J.A.C. 6A:7-1.7(a)6

Adopted:

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District Policy

6340 - MULTIPLE YEAR CONTRACTS

Section: Finances Date Created: October 2000 Date Edited: October 2000

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

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

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

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

N.J.S.A. 18A:18A-42; 18A:18A-42.1; 18A:39-3

N.J.A.C. 6:20-8.2

Adopted: 17 October 2000

6340 MULTIPLE YEAR CONTRACTS

[See **POLICY ALERT No. 154 and 172**]

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

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

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

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

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

Adopted:

7430 SCHOOL SAFETY (M)

M

The Board of Education recognizes the safety of its students as a consideration of utmost importance. In development of courses, the safety of participating students shall be a primary consideration. The Superintendent shall maintain all facilities and equipment in condition to provide a safe learning environment. The curriculum shall include courses in safety as required by state law.

The Superintendent shall oversee development of a district-wide safety program with emphasis on accident prevention. All teachers shall be familiar with the provisions of this program that particularly concern them. Regulations concerning use and maintenance of eye protective devices shall be scrupulously enforced by all staff.

The staff must maintain complete classroom and playground supervision during regular school hours. The Superintendent shall seek the cooperation of parents/guardians to prevent any children being unsupervised on school property during lunch hour and during morning arrival and afternoon dismissal times. Further, the Superintendent shall seek the cooperation of the police and other appropriate agencies in providing for the safety of pupils on or around school property.

The Superintendent shall inform all staff of school safety rules and regulations at the beginning of the school year and shall post copies of the rules in a prominent place in each school. Special emphasis shall be given to accident prevention, precautionary measures in case of fire, and precaution to be taken regarding strangers.

No student in grades K through 8 shall leave the school before the end of the school day without permission of the Superintendent. Students leaving before regular dismissal must be met in the school office and signed out by a parent/legal guardian or a person authorized to act in his/her behalf.

No student shall run errands on school business off the school property.

A record shall be kept indicating the legal custodian of each student. Such custodian shall be responsible for informing the Board of any change in the student's custody. If one parent/legal guardian has been awarded custody of the student in a divorce, the other parent/legal guardian shall present to the Superintendent or designee or teacher in charge a letter authorizing him/her to accompany the child from school before the child may be released. The Superintendent or teacher in charge may take reasonable



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steps to verify the letter. It is the responsibility of the person or agency having custody to inform the school that such authorization will be required.

The district may cooperate with parents/legal guardians and local authorities in organized programs to enhance the safety of district students.

Parents/legal guardians are requested not to permit their children to bring expensive or fragile objects to school and to label or otherwise identify clothing, books and personal items. The Board is not responsible for items destroyed or stolen from lockers, desks, or classroom areas.

N.J.S.A. 18A:6-2; 18A:40-12.1; 18A:40-12.2
N.J.S.A. 40:67-16.7
N.J.A.C. 6:29-1.3; 6:29-1.7; 6:43-2.2; 6:53-1.1 et seq.

Adopted: 17 October 2000



District Policy

8660 - TRANSPORTATION BY PRIVATE VEHICLE (M)

Section: Operations Date Created: October 2000 Date Edited: October 2000

M

The Board of Education authorizes the transportation by private vehicle of pupils of this district between the school and a school activity approved by this Board in accordance with this policy.

Any such transportation must be approved in advance and in writing by the Superintendent. The writing must set forth the date, time, and reason for the transportation; the places from and to which pupils will be transported; the name and address of the driver; the names of the pupils to be transported; a brief description of the transportation vehicle; and the signature of the driver. The parent(s) or legal guardian(s) of a participating pupil will be given, on request, the name of the driver and the description of the vehicle.

No person shall be approved for the transportation of pupils in a private vehicle who is not an employee of this Board or the parent of a pupil enrolled in this district and the holder of a currently valid license to operate a motor vehicle in the State of New Jersey. Any person approved for the transportation of pupils in a private vehicle must have demonstrated, to the satisfaction of the Superintendent that he/she possesses a safe driving record and a background which would in no way indicate the possibility of danger to the pupils being transported. A driver so selected shall demonstrate to the Superintendent, through a driver record abstract secured through the New Jersey Division of Motor Vehicles, that he/she possesses a sufficiently safe driving record to secure the safe transportation of children.

The Board may withdraw the authorization of any private vehicle driver.

Any private vehicle used for the transportation of pupils must be owned by the approved driver or the spouse of the approved driver; have the capacity to hold not more than eight persons; and must conform to registration, inspection, and insurance requirements of the State of New Jersey for privately owned vehicles. Seat belts shall be worn by the driver and the passengers while the vehicle is in motion. No vehicle may be used to transport more persons than its normal load capacity.

The responsibility of teaching staff members for the discipline and control of pupils will extend to their transportation of pupils in a private vehicle. Drivers who are not teaching staff members are requested to report pupil misconduct to the Superintendent or designee.

Expenses incurred by drivers of private vehicles in the course of transporting pupils will be reimbursed by the Board at the approved mileage rate and upon presentation of evidence of costs for tolls and parking fees.

N.J.S.A. 18A:16-6; 18A:25-2; 18A:39-20.1

N.J.A.C. 6:21-10.2; 6:21-10.3

Adopted: 17 October 2000

Adopted

8660 TRANSPORTATION BY PRIVATE VEHICLE (M)

M

[See **POLICY MEMO No. 26**]

[See **POLICY ALERT Nos. 96, 109 and 172**]

The Board of Education authorizes the transportation by private vehicle of students of this district between the school and a school activity approved by this Board in accordance with this policy.

Any such transportation must be approved in advance and in writing by the Superintendent. The writing must set forth the date, time, and reason for the transportation; the places from and to which students will be transported; the name and address of the driver; the names of the students to be transported; a brief description of the transportation vehicle; and the signature of the driver. The parent(s) or legal guardian(s) of a participating student will be given, on request, the name of the driver and the description of the vehicle.

No person shall be approved as driver for the transportation of students in a private vehicle who is not an employee of this Board or the parent(s) or legal guardian(s) of a student enrolled in this district and the holder of a currently valid license to operate a motor vehicle in the State of New Jersey.

No person shall be permitted to transport students who has been convicted of a moving vehicle violation within the period of three calendar years immediately preceding the request for transportation approval.

The Board may withdraw the authorization of any private vehicle driver.

Any private vehicle used for the transportation of students must be owned by the approved driver or the spouse of the approved driver; have the capacity to hold not more than eight persons; and must conform to registration, inspection, and insurance requirements of the State of New Jersey for privately owned vehicles. Seat belts shall be worn by the driver and the passengers while the vehicle is in motion. No vehicle may be used to transport more persons than its normal load capacity.

The responsibility of teaching staff members for the discipline and control of students will extend to their transportation of students in a private vehicle. Drivers who are not teaching staff members are requested to report student misconduct to the Building Principal.

Expenses incurred by drivers of private vehicles in the course of transporting students will be reimbursed by the Board at the approved mileage rate and upon presentation of evidence of costs for tolls and parking fees.

POLICY GUIDE

STRAUSS ESMAY ASSOCIATES

OPERATIONS

8660 TRANSPORTATION BY PRIVATE VEHICLE (M)

N.J.S.A. 18A:16-6; 18A:25-2; 18A:39-20.1

N.J.A.C. 6A:27-7.6; 6A:27-7.7

Adopted:

9110 QUALITY ASSURANCE ANNUAL REPORT (M)

M

The Board of Education recognizes the vital role played by parent(s) or legal guardian(s) and other residents of the district in assuring the children of this district a thorough and efficient system of education. Accordingly, and in compliance with rules of the State Board of Education, the Board shall annually, offer a quality assurance report at a regular Board meeting.

The Superintendent shall offer the public a quality assurance presentation that reports on:

1. The implementation of school-level plans, N.J.A.C. 6:8-2.4;
2. The achievement of performance objectives, N.J.A.C. 6:8-2.6;
3. Each school report card, including pupil performance results and pupil behavior data, N.J.A.C. 6:8-2.6 and 6:8-2.7;
4. Professional development activities, N.J.A.C. 6:8-2.8;
5. The condition of the school facilities, N.J.A.C. 6:8-2.9;
6. The status of mandated program reviews, N.J.A.C. 6:8-2.5;
7. Community support data consisting of:
 - a. A review of demographic data,
 - b. A community survey,
 - c. Identification of available resources and linkages to social service agencies,
 - d. Strategies to overcome any community and environmental conditions that hinder learning,
 - e. Methods to eliminate any barriers to community participation,
 - f. Planned level of community involvement,



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BRADLEY BEACH
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QUALITY ASSURANCE ANNUAL REPORT (M)

- g. Strategies for parental involvement, and parent-teacher interaction.

The Superintendent shall prepare summaries of his/her reports for distribution at the meeting. Copies of the reports in addition to the summaries will be provided on request in accordance with Board policy on public records. Those reports that are public records will be available for public inspection from the time they are received or filed by the district.

The Board will invite public discussion on issues related to Superintendent's reports. Members of the public will be heard in accordance with Bylaw No. 0167 on public participation in Board meetings.

N.J.S.A. 10:4-6 et seq.
N.J.S.A. 47:1A-1 et seq.
N.J.A.C. 6:8-2.4 et seq.; 6:8-7.1(f)

Adopted: 17 October 2000

Abolished



9322 DRUG FREE SCHOOL ZONES (M)

M

The Board of Education is committed to providing the children of this district with a school environment conducive to learning, free of drugs and drug trafficking. To that end the Board will cooperate fully with law enforcement agencies in accordance with law and rules of the State Board of Education.

No law enforcement operation, program, or activity shall be permitted to interfere with educational goals and prerogatives, which must always take precedence over traditional law enforcement objectives.

The Board appoints the Superintendent to serve as liaison officer to the Bradley Beach Police Department in the matter of providing drug free school zones.

The Board may enter into a memorandum of understanding with the Bradley Beach Police Department governing the roles and responsibilities of school employees and law enforcement officers with respect to controlled dangerous substances and to the planning and conduct of law enforcement activities and operations occurring on school property. Any such memorandum will be reviewed periodically and revised as necessary to comply with the requirements of law and meet the changing needs of the district.

The Board authorizes the Superintendent to approve such undercover operations as may be necessary to identify and apprehend persons engaged in the illegal distribution of controlled dangerous substances on school premises. Any undercover operation must be planned and conducted in such a manner so as to minimize the risk of interruption to the educational program. The Superintendent is not obliged to reveal to the Board or to Board members individually the existence of any undercover operation.

The Superintendent shall plan and implement such in-service training programs as may be required to instruct school employees in the Board's policy and procedures regarding cooperation with law enforcement activities in the provision of drug free school zones.

In implementation of this policy, the Superintendent shall develop and present procedural regulations to the Board for its approval. Such regulations will cover the following areas to the extent they are not provided for in an approved memorandum of understanding:

1. The roles and responsibilities of the liaison officer;



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2. Staff cooperation with arrests made by law enforcement officers;
3. Searches on school premises;
4. Interviews of pupils suspected of possessing, using, or distributing a controlled dangerous substance;
5. The planning and conduct of undercover operations;
6. The handling of drugs and drug paraphernalia;
7. Notification of law enforcement authorities of suspected violations of the drug abuse laws;
8. Requesting uniformed police at extra-curricular events;
9. Notification of parent(s) or legal guardian(s);
10. The resolution of disputes; and
11. Confidentiality.

The Board will annually review and assess the effectiveness of this policy and the procedures set forth in implementing administrative regulations. The annual review will be conducted in consultation with the County Superintendent, the County Prosecutor, and members of the community.

Both policy and procedures on drug free school zones will annually be made available to all school employees, pupils, and parent(s) or legal guardian(s).

N.J.S.A. 2C:29-1 et seq.; 2C:35-1 et seq.
N.J.A.C. 6:29-10.1 et seq.

Adopted: 17 October 2000



2432 SCHOOL SPONSORED PUBLICATIONS

The Board of Education permits and encourages the preparation and distribution of school sponsored publications under staff direction in order that pupils learn the rights and responsibilities of the press in a free society.

No school sponsored publication may contain materials that:

1. Are grossly prejudicial to an ethnic, national, religious, or racial group or to either gender;
2. Libel any person or persons;
3. Infringe rights of privacy protected by law or regulation;
4. Seek to establish the supremacy of a particular religious denomination, sect, or point of view over any other;
5. Advocate the use or advertise the availability of any substance or material that constitutes a direct and substantial danger to the health of pupils;
6. Contain obscenity or material otherwise deemed to be harmful to impressionable pupils;
7. Incite violence, advocate the use of force, or urge the violation of law or school regulations;
8. Advertise goods or services for the benefit of profit-making organizations;
9. Solicit funds for non-school organizations when such solicitations have not been approved by the Board;
10. Promote, favor or oppose any candidate for election to the Board or the adoption of any bond issue, proposal, or question submitted at any school election; or
11. Except as may be required for literary purposes, do not conform to acceptable standards of grammar, clear expression, and responsible research.



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BRADLEY BEACH BOARD OF EDUCATION

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SCHOOL SPONSORED PUBLICATIONS

Issues on which opposing points of view have been responsibly promoted may be introduced in a school sponsored publication provided that all proponents are given an equal opportunity to present their views.

In order to ascertain that school sponsored publications do not violate the standards established by this policy, the Board requires that each publication be submitted to Superintendent or designee for review in advance of its distribution. A publication that contains material in violation of this policy may not be distributed.

Where Superintendent or designee cannot show, within two school days, that the publication violates the prohibitions of this policy, the publication must be released for distribution. The Superintendent or designee's determination, if any, that the publication violates this policy must be supported by references to specific material in the publication. Material cannot be censored merely because it is personally offensive to the reviewer or may tend to embarrass the Board. Pupils must be offered the opportunity to modify or delete any material that violates this policy.

The Superintendent's designee's determination may be appealed to the Superintendent and the Board.

The Board requires that the distribution of school publications take place only at the places and during the times established by regulation in order that the instructional program is not disrupted.

N.J.S.A. 2C:34-3; 18A:42-4

Adopted: 17 October 2000



District Policy

3244 - IN-SERVICE TRAINING (M)

Section: Teaching Staff Members Date Created: October 2000 Date Edited: October 2000

M

The Board of Education believes that the continuing improvement of the professional skills of teaching staff members is essential to the provision of a thorough and efficient system of education. The Board accepts the responsibility for providing training for staff members in order to encourage and foster their professional growth and improve the instructional and support services of this district. Staff training shall include district-wide and school-wide programs as well as individual personal improvement programs.

The Superintendent shall plan and present to the Board a program of in-service training that is consistent with the assessed needs and goals of the district. The in-service training program will be developed in consultation with appropriate teaching staff members and shall include the demonstrable results by which the effectiveness of the program will be evaluated.

The Superintendent shall report annually to the Board on the conduct of the in-service training program and the results of its evaluation.

N.J.A.C. 6:8-2.8(a)4

Adopted: 17 October 2000

REGULATION

BRADLEY BEACH BOARD OF EDUCATION

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REPORTING PROCEDURE - HAZING AND/OR HARASSMENT,
INTIMIDATION OR BULLYING (M)

R 5512 REPORTING PROCEDURE - HAZING AND/OR HARASSMENT, INTIMIDATION OR BULLYING (M)

[Alert 200]

R 5512

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.



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REPORTING PROCEDURE - HAZING AND/OR HARASSMENT, INTIMIDATION OR BULLYING (M)

- 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.
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.



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BRADLEY BEACH BOARD OF EDUCATION

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REPORTING PROCEDURE - HAZING AND/OR HARASSMENT, INTIMIDATION OR BULLYING (M)

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 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.).

Issued: 17 October 2000
Revised: 16 September 2014



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REPORTING PROCEDURE - HAZING AND/OR HARASSMENT,
INTIMIDATION OR BULLYING (M)

Abolish



R 7430 SCHOOL SAFETY (M)

M

Guidelines for Dealing with Accident/Injury

1. The school nurse or another trained person shall be responsible for administering first aid.
2. In all cases where the nature of an injury appears in any way serious, every effort shall be made to contact the parent(s) or legal guardian(s) and/or family physician immediately.
3. Parent(s) or legal guardian(s) shall be requested to pick up the pupil. If a parent(s) or legal guardian(s) is unable to provide such transportation, no pupil who is injured shall be sent home alone. A pupil who is injured may be taken home if a responsible person is there to receive that pupil.
4. In extreme emergencies, the school nurse, school doctor or Superintendent or designee may make arrangements for immediate hospitalization of injured pupils. Parent(s) or legal guardian(s) should be contacted as soon as possible.
5. The teacher or other staff member who is responsible for a pupil at the time an accident occurs shall make out a report within twenty-four hours, providing details about the accident. This shall be required for every accident whether first aid is necessary or not.
6. Any injuries or accidents to pupils shall be reported as soon as possible to the Superintendent.

Emergency Medical Procedures for Sports/Athletics

The Board of Education recognizes its responsibility for pupil safety in all aspects of sports and athletic events, both intramural and interscholastic. Emergency medical procedures are to be developed at each school having an athletic program to ensure delivery of appropriate emergency medical services for all practice sessions, competitive contests, games, events, or exhibitions with individual pupils or teams of the schools of this district whether among themselves or with pupils of other districts.



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SCHOOL SAFETY (M)

These emergency medical procedures shall be disseminated to appropriate personnel within the district.

Adopted: 17 October 2000

Abolish



2431 ATHLETIC COMPETITION (M)

M

The Board of Education recognizes the value of athletic competition as an integral part of the school experience. Sports and other athletic activities provide opportunities to learn the values of competition and good sportsmanship.

For the purpose of this Policy, programs of athletic competition include all activities relating to competitive sports contests, games, events, or sports exhibitions involving individual students or teams of students when such events occur within or between schools within this district or with any schools outside this district. The programs of athletic competition shall include, but are not limited to, high school interscholastic athletic programs, middle school interscholastic athletic programs where school teams or squads play teams or squads from other school districts, intramural athletic programs within a school or among schools in the district, and any cheerleading program or activity in the school district.

Eligibility Standards

A student who wishes to participate in a program of athletic competition must submit, on a form provided by the district, the signed consent of his/her parent. The consent of the parent of a student who wishes to participate in a program of athletic competition will include an acknowledgment of the physical hazards that may be encountered in the activity in accordance with N.J.A.C. 6A:32-9.1(d) and (e).

Student participation in a program of athletic competition shall be governed by the following eligibility standards:

- ~~1. A student in grades 5 through 8 is eligible for participation in school district sponsored programs of athletic competition if he/she passed all courses required for promotion or graduation in the preceding marking period.~~
1. Home schooled children in grades 5 through 8 are eligible to participate in school district sponsored programs of athletic competition of this district.
2. A student in any grade must maintain a satisfactory record of attendance to be eligible for participation in school district sponsored programs of athletic competition. An attendance record is unsatisfactory if the number of unexcused absences exceed 10 school days in the marking period prior to



the student commencing participation in school district sponsored programs of athletic competition.

A student who is absent with an unexcused absence for a school day may not participate in school district sponsored programs of athletic competition the afternoon or evening of that school day.

A student who is serving an in-school or out-of-school suspension may not participate in school district sponsored programs of athletic competition while serving the suspension.

3. A student in any grade who fails to observe school rules for student conduct may forfeit his/her eligibility for participation in school district sponsored programs of athletic competition.

Notice of the school district's eligibility requirements shall be available to students.

Required Examinations – Interscholastic or Intramural Team or Squad

Students enrolled in grades six to twelve must receive a medical examination, in accordance with the provisions of N.J.S.A. 18A:40-41.7, prior to participation on a school-sponsored interscholastic or intramural team or squad and any cheerleading program or activity.

The examination shall be conducted within 365 days prior to the first day of official practice in an athletic season with examinations being conducted at the medical home of the student. The "medical home" is defined as a health care provider and that provider's practice site chosen by the student's parent for the provision of health care pursuant to N.J.A.C. 6A:16-1.3. If a student does not have a medical home, the school district shall provide the examination at the school physician's office or other comparably equipped facility. The parent may choose either the school physician or their own private physician to provide this medical examination. The medical examination required prior to participation shall be in accordance with the requirements as outlined in N.J.A.C. 6A:16-2.2(h)1 and Regulation 2431.2 and shall be documented using the Preparticipation Physical Evaluation form required by the Department of Education.

The school district shall distribute the Commissioner of Education developed sudden cardiac arrest pamphlet to a student participating in or desiring to participate in an athletic activity, as defined in N.J.S.A. 18A:40-41.e., and the student's parent(s) shall each year and prior to participation by the student in an athletic activity comply with the requirements of N.J.S.A. 18A:40-41.d.



The school district shall annually distribute the Commissioner of Education developed educational fact sheet relative to use and misuse of opioid drugs for sports related injuries to parents of students who participate in athletic activities and comply with the requirements of N.J.S.A. 18A:40-41.10.

Information concerning a student's HIV/AIDS status shall not be required as part of the medical examination or health history pursuant to N.J.S.A. 26:5C-1 et seq. The health findings of this medical examination shall be maintained as part of the student's health record.

Emergency Procedures

Athletic coaches shall be trained in first aid to include sports-related concussion and head injuries, the use of a defibrillator, the identification of student-athletes who are injured or disabled in the course of any athletic program or activity, and any other first aid procedures or other health related trainings required by law or the Superintendent.

The Superintendent or designee shall establish and implement an emergency action plan for responding to a serious or potentially life-threatening sports-related injury in accordance with N.J.S.A. 18A:40-41.11. The plan shall document the proper procedures to be followed when a student sustains a serious injury while participating in sports or other athletic activity in accordance with N.J.S.A. 18A:40-41.11.

The emergency action plan shall be reviewed annually and updated as necessary. The plan shall be rehearsed annually in each school by the individuals who will be responsible for executing the plan in an emergency pursuant to N.J.S.A. 18A:40-41.11.

The Superintendent or designee shall prepare procedures for responding to a non-serious or non-life-threatening injury sustained by a student while participating in sports or other athletic activity. These procedures shall be reviewed annually, updated as necessary, and disseminated to appropriate staff members.

Interscholastic Standards

The Board shall approve annually a program of interscholastic athletics and shall require that all facilities utilized in that program, whether or not the property of this Board, properly safeguard both players and spectators and are kept free from hazardous conditions.



POLICY

BRADLEY BEACH
BOARD OF EDUCATION

Program
Policy 2431
ATHLETIC COMPETITION (M)

The Board adopts the Constitution, Bylaws, Rules, and Regulations of the New Jersey State Interscholastic Athletic Association as Board policy and shall review such rules on a regular basis to ascertain they continue to be in conformity with the objectives of this Board.

N.J.S.A. 2C:21-11

N.J.S.A. 18A:11-3 et seq.; 18A:40-41; 18A:40-41.10; 18A:40-41.11

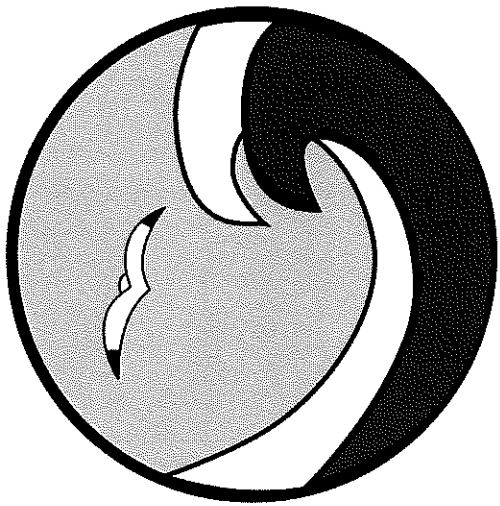
N.J.A.C. 6A:7-1.7(d); 6A:16-1.3; 6A:16-2.1 et seq.; 6A:32-9.1

Adopted: 24 April 2012

Revised: 17 May 2016

Adopted: June 22, 2021





**BRADLEY BEACH ELEMENTARY SCHOOL
STRATEGIC PLAN - ACTION STEPS**

GOAL 1: STUDENT EXPERIENCE

Goal Statement: Provide a vibrant learning environment that promotes academic and social success for each member of the school climate with a focus on high school readiness.

Goal 1: Student Experience	Major Activities	Staff Needed	Resources	Timeline	Indicators of Success
Review and develop standards-based curriculum, pacing guides, and common assessments	Curriculum review and development, teacher training, and implementation	<ul style="list-style-type: none"> •Curriculum Director •Teachers •Superintendent/Principal 	<ul style="list-style-type: none"> •Curriculum Materials •Training Materials •Professional Development 	Year 1-2	Fully developed and implemented curriculum, increased student performance and understanding
Raise test scores and rigor	Professional development on differentiated instruction, data analysis, and targeted interventions	<ul style="list-style-type: none"> •Teachers •Administrators 	<ul style="list-style-type: none"> •Assessment Tools •Training Materials •Professional Development 	Year 1-5	Increased test scores, higher order thinking skills in students
Prepare students for high school	Align curriculum with high school expectations, provide extracurricular activities, and implement comprehensive college and career readiness program, provide students with mentoring opportunities through community organizations; provide	<ul style="list-style-type: none"> •Teachers •Administrators, •Guidance Counselor 	<ul style="list-style-type: none"> •Curriculum Materials •Extracurricular •Activity resources •College and Career Readiness Materials •Partnership Agreement with Community 	Year 1-5	Students' successful transition to high school, increased college and career readiness

	<p>expanded opportunities for receiving HS and BBES to coordinate; provide opportunities for increased exposure and understanding of high school options</p>		<p>Organization for Mentoring</p>		
<p>Empower ELLs to embrace their dual language ability</p>	<p>Research, develop and if possible, implement dual language or similar program, provide professional development on ELL strategies, and provide language support services. Provide workshops for parents to learn strategies to support their children's language development at home and create a stronger home-school connection</p>	<ul style="list-style-type: none"> •ELL Teachers •Bilingual Teachers •Administrators 	<ul style="list-style-type: none"> •Financial Support •Language Program Materials •Professional Development •Language Support Resources 	<p>Year 1-5</p>	<p>Increased ELL student achievement, improved language proficiency</p>
<p>Adopt standards-based report cards</p>	<p>Develop standards - based report cards, train teachers and parents, and implement the new report cards, provide workshops for parents to understand the new report card system</p>	<ul style="list-style-type: none"> •Curriculum Director •Teachers •Superintendent / Principal 	<ul style="list-style-type: none"> •Report Card Templates •Training Materials •Communication Materials •Assessment Materials 	<p>Year 1-2</p>	<p>Successful implementation of standards - based report cards, increased understanding of student progress</p>

GOAL 2: SECURITY, FACILITIES AND FINANCE

Goal Statement: Renovate, reconfigure and upgrade the physical and technological infrastructure for a premiere, secure learning environment.

Goal 2: Security, Facilities & Finance	Major Activities	Staff Needed	Resources	Timeline	Indicators of Success
Engage with a Needs Assessment Company	Select Needs Assessment Company, conduct assessment, and create a report with recommendations.	<ul style="list-style-type: none"> •Administrators •BA •Custodial Staff •Needs Assessment Company 	<ul style="list-style-type: none"> •Assessment Tools •Funding for Assessment 	Year 1	Comprehensive assessment report with prioritized recommendations
Apply for bond on select, prioritized renovation and Master Plan reorganization	Develop Master Plan, identify priority projects, apply for bond funding, and initiate renovation projects.	<ul style="list-style-type: none"> •Administrators •BA •Custodial Staff •Financial Consultants •Architects. 	<ul style="list-style-type: none"> •Master Plan •Bond Funding •Architectural Plans 	Year 2-5	Successful bond approval, completed renovation projects
Ensure a balanced budget to streamline delivery of service to students	Review and adjust budget annually, identify cost-saving measures, and prioritize student needs.	<ul style="list-style-type: none"> •Administrators •BA 	<ul style="list-style-type: none"> •Budget Documents •Financial Reports •Student Data 	Year 1-5 (ongoing).	Balanced budget, efficient allocation of resources, improved student outcomes

GOAL 3: PARENT AND COMMUNITY ENGAGEMENT

Goal Statement: Create a culture in which the community, parents, and the school are active, equal partners.

Goal 3: Parent & Community Engagement	Major Activities	Staff Needed	Resources	Timeline	Indicators of Success
Host parent workshops to help parents partner with school	Identify workshop topics, develop and deliver workshop materials, and promote workshops to parents.	<ul style="list-style-type: none"> •Teachers •Administrators •Guest Speakers •Home School Liaison •Guidance Counselor 	<ul style="list-style-type: none"> •Workshop Materials •Communication Tools •Event Space 	Year 1-5 (ongoing)	Increased parent attendance, positive feedback from parents, and improved parent-school collaboration
Highlight major events via town communications	Coordinate with town officials to share school events, create event calendar, and promote events through various communication channels.	<ul style="list-style-type: none"> •Administrators •Teachers •Home School Liaison •Stipend Position 	<ul style="list-style-type: none"> •Event calendar •Communication Tools •Town Communication Channels 	Year 1-5 (ongoing)	Increased community awareness and attendance at school events
Partner with local organizations to host monthly events	Identify local organizations, collaborate on event planning, and promote events to the community.	<ul style="list-style-type: none"> •Administrators •Teachers •Local Organization Representatives 	<ul style="list-style-type: none"> •Event Planning Materials •Communication Tools •Event Space 	Year 1-5 (ongoing)	Successful partnerships, increased community involvement, and positive feedback from participants
Create events for all grades for parents	Develop grade-specific events, invite parents to	<ul style="list-style-type: none"> •Teachers •Administrators 	<ul style="list-style-type: none"> •Event Materials 	Year 1-5 (ongoing)	Increased parent participation,

<p>to participate in their child's classroom</p>	<p>participate, and facilitate events in classrooms.</p>		<ul style="list-style-type: none"> •Classroom Resources •Communication Tools 		<p>improved parent-student-teacher relationships</p>
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GOAL 4: COMMUNICATION

Goal Statement: Consistently communicate school happenings and celebrate achievements with the community.

Goal 4: Communication	Major Activities	Staff Needed	Resources	Timeline	Indicators of Success
Send out quarterly community blasts	Gather school updates, create community blasts, and distribute through various communication channels.	<ul style="list-style-type: none"> • Administrators • Stipend Position • Home School Liaison 	<ul style="list-style-type: none"> • Communication Tools • School Updates • Distribution Channels • Management Software 	Year 1-5 (ongoing)	Increased community awareness, engagement, and positive feedback
Utilize multiple methods of communication (paper and digital)	Develop and implement a communication plan that includes both paper and digital methods.	<ul style="list-style-type: none"> • Administrators • Stipend Position • Home School Liaison • Teachers • School Secretaries . 	<ul style="list-style-type: none"> • Communication Tools • Paper Resources • Digital Resources. 	1-5 (ongoing)	Improved communication with parents and community, increased engagement
Standardize teacher-parent communication apps	Evaluate existing communication apps, select a standardized app, train teachers and parents, and implement the app.	<ul style="list-style-type: none"> • Administrators • Teachers • IT Coordinator 	<ul style="list-style-type: none"> • Communication Apps • Training Materials • Implementation Support 	Year 1-2	Consistent communication between teachers and parents, positive feedback from users

GOAL 5: STUDENT AND STAFF WELLNESS

Goal Statement:

To improve student and staff wellness in order to create a supportive environment.

Goal 5: Student & Staff Wellness	Major Activities	Staff Needed	Resources	Timeline	Indicators of Success
Increase opportunities for student small group counseling services	Evaluate current counseling services, develop and implement small group counseling sessions, and track student progress.	<ul style="list-style-type: none"> ·Guidance Counselor ·Teachers ·Administrators 	<ul style="list-style-type: none"> ·Counseling Materials ·Scheduling Tools ·Student Data 	Year 1-5 (ongoing)	Increased student access to counseling services, improved student well-being
Implement wellness programs for students and staff on a quarterly basis	Identify wellness programs, schedule and deliver programs, and gather feedback from participants. Explore EAP and possibly purchase EAP services.	<ul style="list-style-type: none"> ·Administrators ·Wellness Program Providers ·Teachers 	<ul style="list-style-type: none"> ·EAP Program ·Counseling Materials 	Year 2-5	Access to additional services and resources

BRADLEY BEACH BOARD OF EDUCATION 2023 - 2024 Board Action Plans

Goal 1: Policy - Develop a plan for policy and regulation review
 To ensure updates are in compliance with NJQSAC
 To establish a schedule to ensure our policies are congruent with our practices.

Major Activities	Board/staff	Resources	Timelines	Indicators of Success
Policy Committee review mandatory updated policies from Strauss Esmay audit and assign to appropriate committees to review	M. Heidelberg Policy Committee	Strauss Esmay report Recommended mandatory policies to update	August - September	Each committee has a list of policies appropriate to committee responsibilities that need updates
Each committee reviews assigned policies and makes recommendations	CCR Committee FF Committee PP Committee Administrative liaisons	Assigned policies from Strauss Esmay audit Access to current Board policies	September - December	Recommendations for updates sent to the Policy Committee
Policy Committee reviews and approves recommendations	M. Heidelberg Policy Committee	Recommended updates from committees Current BBES policies	December - February	Updated mandated policies from Strauss Esmay audit in BBES portal
Policy Committee reviews non mandated policies from Strauss Esmay audit and makes recommendations	M. Heidelberg Policy Committee	Strauss Esmay audit recommendations of non mandated policies BBES policies	ongoing	All policies from the SE audit are updated in BBES portal

**BRADLEY BEACH BOARD OF EDUCATION
2022 – 2023 Board Goal Action Plan**

Goal 2: Board and Community - Develop an effective community relations program
 Build partnerships with community, business and governmental leaders
 Encourage community involvement
 Anticipates community issues and trends affecting the district

Major Activities	Board/staff	Resources	Timeliness	Indicators of Success
Community groups invited to school events or activities	Administration BOE members Staff	List of activities and events where community can attend: e.g.: concerts, Open House, invited speakers, garden club, shade tree, seniors, etc. Invitations	Ongoing	Photos and documentation of attendance (?), social media and Superintendents Report
Students and BOE members at Community events	Administration BOE members Staff	Student participation in various community events, (senior center, shade tree, BBBCA, Food Pantry, etc. liaisons with community groups	Ongoing	Photos and documentation of attendance (?), social media and Superintendents Report
Ad hoc committee identify issues and trends affecting the district	M. Heidelberg Ad Hoc committee	Ad Hoc committee meetings	Sept. - Dec.	Consensus responses to anticipated issues and trends

**BRADLEY BEACH BOARD OF EDUCATION
2022 – 2023 Board Goal Action Plan**

Goal 3: Board Operations - Ensure appropriate communication among Board members
 Familiarize BOE members of the function, roles and responsibilities of each committee
 Provide PD for board members on various topics (finance, curriculum, policy)

Major Activities	Board/staff	Resources	Timelines	Indicators of Success
Present professional development sessions for Board members on the function, roles and responsibilities of each committee:				
Policy/ Personnel	PP Committee M. Heidelberg	Policy portal Time at BOE meeting	Jan.	Minutes from BOE meeting
Curriculum and Community Relations	CCR Committee M. Gonzalez	Time at BOE meeting	Feb.	Minutes from BOE meeting
Finance and Facilities	FF Committee D. Tonzola	Monthly reports	Mar.	Minutes from BOE meeting

BRADLEY BEACH ELEMENTARY SCHOOL

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Dr. Elizabeth J. Franks, Ed. D.
Board President

Mr. David Tonzola
Business Administrator/Board Secretary

Mr. Michael Heidelberg
Superintendent/Principal



Ms. Morgan Maclearie-Gonzalez
Director of Curriculum/Instruction

Mrs. Alison Zyjinski
Director of Special Services

Bradley Beach District Goals 2023 - 2024

GOAL 1: STUDENT EXPERIENCE

Provide a vibrant learning environment that promotes academic and social success for each member of the school climate with a focus on high school readiness.

MAJOR ACTIVITIES	ACTION STEPS	PERSONS RESPONSIBLE	RESOURCES	TIMELINES	INDICATORS OF SUCCESS
Adopt and implement standards-based report cards	Review current report card format and identify areas of improvement; Develop a new standards-based report card template; Develop new BOE Policies for adoption consistent with standards-based report cards; Organize training sessions for	Director of Curriculum, Teachers, Superintendent/Principal, Board of Education	Report Card Templates, Training Materials, Communication Materials, Assessment	Development of new template: Summer 2023; Approval of Grading and related BOE policies, August	Successful implementation and usage of standards-based report cards, positive feedback from teachers and parents, improved

	<p>teachers on the new report card system; Organize workshops for parents to help them understand and interpret the new report cards; Implement the new report card system.</p>		Materials	<p>- October; Teacher training: Sept. - October 2023; Parent workshops: BTSN; before Trimester 1</p>	<p>understanding of student progress.</p>
<p>Implement AVID as a High School readiness program in Grades 6 and 7</p>	<p>Obtain necessary approvals and funding from the school board and other stakeholders. Purchase required AVID curriculum and training materials. Train teachers in Grades 6 and 7 on AVID strategies and methodologies. Launch AVID program in selected classes, ensuring alignment with existing curriculum and school goals. Monitor progress and gather feedback for continuous improvement.</p>	<p>Superintendent/Principal; Director of Curriculum and Instruction, Middle School Teachers, AVID Teacher</p>	<p>AVID Curriculum, Training Materials, Professional Development for AVID implementation, Funding for program implementation</p>	<p>Research and approvals: Summer 23; Purchase of materials and teacher training: Summer / Fall 23; Implementation in classes: Fall 23; Ongoing monitoring and feedback collection: MP1-4</p>	<p>Successful introduction of the AVID program, positive feedback from teachers, students, and parents, observable improvements in student preparedness for high school coursework and expectations.</p>
<p>Empower MLLs to embrace their dual language ability</p>	<p>Assess the current state of multilingual instruction and support in the school. Develop a strategy that integrates dual language programs and Sheltered Instructional practices; Procure necessary training and resources to enhance MLL strategies in the classroom. Train teachers on these Sheltered Instructional strategies and methods. Monitor progress and gather feedback for continuous improvement.</p>	<p>Superintendent/Principal; Director of Curriculum and Instruction, Teaching Staff</p>	<p>Sheltered Instruction Program Materials, Professional Development Resources, Funding for PD implementation</p>	<p>MP1-MP2; Resource procurement and teacher training; Ongoing monitoring and feedback collection: MP3 and 4</p>	<p>Increased achievement and proficiency in dual languages for MLL students, positive feedback from teachers, students, and parents</p>

GOAL 2: SECURITY, FACILITIES AND FINANCE

Renovate, reconfigure and upgrade the physical and technological infrastructure for a premiere, secure learning environment.

MAJOR ACTIVITIES	ACTION STEPS	PERSONS RESPONSIBLE	RESOURCES	TIMELINES	INDICATORS OF SUCCESS
<p>Engage with a Needs Assessment Company</p>	<p>Identify and vet potential Needs Assessment Companies; Contract with selected company; Conduct the assessment; Draft and review report based on findings; Deliver report to Board Facilities Committee</p>	<p>Superintendent / Principal, BA, Custodial Staff, Facilities Committee</p>	<p>Funding for Assessment, Assessment Tools, Needs Assessment Company</p>	<p>Selection: MP1; Assessment Conducted: MP2; Drafting of Report: MP 3 Delivery of Report: MP 4</p>	<p>Comprehensive report by MP 4, clarity on prioritized needs.</p>
<p>Ensure a balanced budget to streamline delivery of service to students</p>	<p>Review current budget and expenditures. Identify areas for cost-saving and streamlining. Adjust and finalize budget for the year. Monitor expenditures and adjust as necessary.</p>	<p>Superintendent / Principal, BA, Custodial Staff, Facilities Committee</p>	<p>Budget Documents, Financial Reports, Student Data</p>	<p>Initial budget review: MP2 and 3; Adjustments and finalization: MP 3;</p>	<p>Successful maintenance of a balanced budget, efficient resource allocation.</p>

GOAL 3: PARENT AND COMMUNITY ENGAGEMENT

Create a culture in which the community, parents, and the school are active, equal partners.

MAJOR ACTIVITIES	ACTION STEPS	PERSONS RESPONSIBLE	RESOURCES	TIMELINES	INDICATORS OF SUCCESS
Host parent workshops to help parents partner with school each Marking Period	Identify key topics for the first year that cater to parents' needs and school goals. Develop workshop content and gather necessary materials. Schedule workshops throughout the academic year. Promote the workshops through school channels and community partnerships. Solicit feedback from parents post-workshops for continuous improvement.	Teachers, Administrators, Guest Speakers, Home School Liaison, Guidance Counselor	Workshop Materials, Communication Tools	One Parent Workshop per MP	Sign in Sheets; documented workshops and parent attendance
Highlight major events via town communications	Initiate collaboration with town officials to establish communication channels. Draft an event calendar for Year 1, ensuring alignment with school events and town activities. Promote school events through town communication platforms. Collect feedback to understand the reach and effectiveness of the communication.	Administrators, Teachers, Home School Liaison, Stipend Position	Event calendar, Communication Tools, Town Communication Channels	Initial collaboration: MP 1; Drafting event calendar: MP 1-MP 2; Ongoing promotions: MP 1-MP 4.	Increased community awareness, higher attendance at school events, positive feedback from the community.

GOAL 4: COMMUNICATION

Consistently communicate school happenings and celebrate achievements with the community.

MAJOR ACTIVITIES	ACTION STEPS	PERSONS RESPONSIBLE	RESOURCES	TIMELINES	INDICATORS OF SUCCESS
<p>Send out quarterly community blasts</p>	<p>Gather important updates, events, and achievements from various school departments for the first marking period (MP1). Design the community blast in an engaging format that caters to the intended audience. Distribute the first community blast via chosen communication channels (email, social media, school website, etc.). Gather feedback from recipients to enhance future communications.</p>	<p>Administrators, Stipend Position, Home School Liaison</p>	<p>Communication Tools, School Updates, Distribution Channels, Management Software</p>	<p>Gathering updates: Early MP1; Designing and distributing: Mid to end of MP1.</p>	<p>Increased community awareness, engagement, and positive feedback on the blasts.</p>
<p>Standardize teacher-parent communication apps</p>	<p>Begin the evaluation process of the existing communication apps used by teachers and parents. Host focus group discussions or surveys with teachers to understand their preferences, needs, and challenges with the current apps. Ensure MLL Access Based on evaluations and discussions, select a standardized app. Provide necessary training to</p>	<p>Administrators, Teachers, Parents, IT Coordinator</p>	<p>Communication Apps, Training Materials, Implementation Support</p>	<p>Evaluation process: MP2 and 3; Discussions with teachers: MP2 and 3; Selection MP4</p>	<p>Standardized APP for rollout in 2024-25</p>

	<p>teachers and parents, and then implement the app across the school for 24-25.</p>				
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GOAL 5: STUDENT AND STAFF WELLNESS

To improve student and staff wellness in order to create a supportive environment.

MAJOR ACTIVITIES	ACTION STEPS	PERSONS RESPONSIBLE	RESOURCES	TIMELINES	INDICATORS OF SUCCESS
<p>Reassess and redesign the PBSIS "Sole" program</p>	<p>Conduct surveys and focus groups to gather feedback on the current strengths and weaknesses of the "Sole" program. Form a committee to analyze feedback and create a revamped "Sole" program design. Develop new materials, resources, and training modules for the improved "Sole" program. Host training sessions for staff on the updated program and its implementation.</p>	<p>Administrators, Guidance Counselors, Teachers</p>	<p>"SOLE" program materials, Morning Meeting materials, Feedback tools</p>	<p>Gathering feedback: Summer; Analyzing and redesigning: Summer MP1; Developing materials: MP 1-4; Staff training: MP 1</p>	<p>Positive feedback on the revamped program, increased student and staff engagement with the "Sole" program,</p>

<p>Enhance the well-being and emotional support for students by increasing opportunities for small group counseling services</p>	<p>Conduct a survey among students to understand the demand and specific areas of concern. Review the current offerings, identifying the gaps and areas of improvement. Benchmark against best practices in other institutions. Design new or improved counseling sessions based on the gathered insights. Organize training for guidance counselor on the new sessions. Schedule and promote the new small group counseling sessions among students. Gather feedback post-sessions for continuous improvement. Implement a progress-tracking system for students attending the counseling sessions. Regularly review the data to gauge the impact of the sessions. Adjust the program based on measurable outcomes and feedback.</p>	<p>Guidance Counselor, Administrators, Teachers</p>	<p>Survey tools, Current counseling program materials, Benchmarking data, Counseling session materials, Training materials, Feedback tools, Progress tracking tools, Data analysis tools</p>	<p>MP1: Conduct survey, review current offerings, benchmark, and design new sessions. MP2: Train counselor, schedule and promote sessions. MP3: Implement sessions, gather feedback, and introduce progress-tracking system. MP4: Review data, measure impact, and make adjustments as needed.</p>	<p>Successful implementation of enhanced sessions, high student participation in sessions, positive feedback from students attending the sessions,</p>
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*A Uniform State
Memorandum of Agreement
Between Education
and
Law Enforcement Officials*

2019 Revisions*

*Approved by the New Jersey Department of Law & Public Safety
and the New Jersey Department of Education*

*This document is a revision of the 1988, 1992, 1999, 2007, 2011, and 2015 versions of the State Memorandum of Agreement approved by the Attorney General and the Commissioner of Education and which is required in *N.J.A.C. 6A:16-6.2(b)13* through 14.

*The regulations at *N.J.A.C. 6A:16*, Programs to Support Student Development, are reviewed as new laws are passed and amendments may be presented to the State Board of Education. All related statutory language preempts any conflicts or inconsistencies with these regulations.

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Article 1. Preface

1.1. The Predecessor Agreements

In 1988, the Department of Law & Public Safety and the Department of Education issued a model agreement for use by local law enforcement and education officials. These agreements were eventually signed in communities across the state and documented the commitment by both professional communities to work together as co-equal partners to address the state's alcohol and other drug problems as they relate to school-age children. Regulations promulgated by the State Board of Education and codified at *N.J.A.C.* 6A:16-6.2(b)13 through 14 establish uniform statewide policies and procedures for ensuring cooperation between education officials and law enforcement agencies; these policies and procedures are consistent with and complementary to the Uniform State Memorandum of Agreement Between Education and Law Enforcement Officials (Agreement) approved by the Attorney General and the Commissioner of Education. The Memorandum of Agreement (Agreement) was revised by the Commissioner of Education and the Attorney General in 1992 and again in 1999 to account for new developments with respect to the scope and nature of the State's evolving alcohol and other drug problem and to address the problem of firearms and other weapons brought on to school grounds. The 2007 revisions, for the first time, addressed school safety and security, harassment, intimidation and bullying, hazing, gang reporting, computer crimes, station house adjustments, school law enforcement units, School Violence Awareness Week and other current issues of concern and provide clarification on issues such as child abuse reporting. The 2011 revisions have been made in response to the *Anti-Bullying Bill of Rights Act* (P.L.2010, c.122) and to address the assistance provided to attendance officers handling truancy matters. The 2015 version of the Agreement is in response to new provisions of State law that went into effect after the 2011 Agreement was disseminated, including the Overdose Prevention Act, *N.J.S.A.* 2C:35-30 and *N.J.S.A.* 2C:35-31, and cyber-harassment, *N.J.S.A.* 2C:33-4.1. Issues that have been recently brought to the forefront, including Article 4.5, Hazing, and Article 4.4.6, Coordination of HIB and Criminal Investigations, have also been revised and clarified to assist school officials and law enforcement in their efforts. Additionally, relevant laws that had been previously omitted are now included, such as the Compassionate Use Medical Marijuana Act, *N.J.S.A.* 24:6I-1, and self-administration of medication by students for specific medical conditions, *N.J.S.A.* 18A:40-12.3.

1.2. 2019 Revisions

According to federal data released by the U.S. Department of Education Office for Civil Rights, students of color and students with disabilities are referred to law enforcement at a disproportionately higher rate than white students nationwide. Additionally, research shows that students who come in contact with the juvenile justice system, via arrest or court involvement, are more likely to drop out of school, not attend college and be incarcerated again in the future. In light of these national data, the New Jersey Juvenile Justice Commission conducted a study of school-based referrals to law enforcement during the 2015-2016 school year and found that 76% of all school-based referrals were for low-level offenses (4th degree/disorderly persons).

In response to concerns of disproportionality and how a student's school-based arrest and subsequent court involvement may negatively impact him or her, the most recent revisions reorganized and reframed the Agreement to 1) clarify the difference between mandatory and non-mandatory reports to law enforcement and 2) acknowledge the collaborative efforts of schools and law enforcement and highlight the necessity of these relationships. The revisions intend to assist school district officials and law enforcement in their understanding of how to best support youth who commit minor offenses at school and encourage partnerships between schools and law enforcement. The parties to this Agreement recognize the value of cooperation and communication with respect to drug, weapons, violence and school security problems as they relate to students and school grounds, and believe that entering into this Agreement will help them to be more effective in managing these problems through building relationships between educators and local law enforcement and creating open lines of communication.

Training and collaboration among both schools and law enforcement is necessary to ensure appropriate outcomes for all involved as incidents arise. The 2019 revisions seek to highlight the Annual Review Guidelines process required to approve the Agreement. Appendix 2 outlines the annual review process, which requires schools (President of the District Board of Education, Chief School Administrator, Executive County Superintendent) and law enforcement (Chief of Police, County Prosecutor) to **meet each year** to:

- 1) Review the Agreement
- 2) Discuss the implementation of the Agreement
- 3) Sign the Agreement

During the annual review, schools and law enforcement shall discuss the content of the Agreement, with a special focus on:

- 1) Which acts are mandatory reports to law enforcement and which acts are non-mandatory reports to law enforcement
- 2) The process by which schools may consult with law enforcement to discuss an incident, report an act in school, and obtain informal guidance about concerns
- 3) How law enforcement will respond to such calls
- 4) The process by which law enforcement may call schools to report an act outside of school
- 5) How schools will respond to such calls

Reports to law enforcement are required to be reported through the Student Safety Data System (SSDS). Reported to police is defined as: "An action by which a student is reported to any law enforcement agency or official, including a school police unit, for an incident that occurs on school grounds, regardless of whether official action is taken. Citations, tickets, court referrals, and school-related arrests are considered reports to law enforcement." As detailed in this Agreement, schools are permitted to **consult** with law enforcement regarding an offense in school to decide whether law enforcement action is warranted. These consults do not need to be included in the SSDS as reported to police. Mandatory and non-mandatory reports are discussed in further detail in Articles 3 and 4.

1.3. Nature of the Problem

The 1988, 1992, 1999, 2007, 2011, 2015, and 2019 issues of the Memoranda of Agreement have been designed to ensure cooperation between law enforcement and education officials and ultimately to protect the educational environment. The undersigned parties hereby recognize the need to update the Memorandum of Agreement and to reaffirm the commitment to work together as equal partners in addressing evolving problems and emergencies of mutual concern. While schools are generally safe places for students and staff members, a wide range of offenses are occasionally committed on school grounds¹. It is understood and agreed that the commission of any offenses on school grounds, whether directed at students, school employees, or school grounds, not only undermines the educational environment, but can directly endanger the safety and well-being of members of the school community and thus requires an appropriate and decisive response. It is further understood and agreed that there is a demonstrable need for law enforcement and education officials to cooperate and to share information, as appropriate, to address acts of violence or potential acts of violence by students that may occur off school grounds or at times other than during regular school hours, and that may involve victims or potential victims that are not members of the school community. Experience has shown that violent acts committed by children off school grounds can have serious deleterious effects upon the school community, just as acts of violence committed on school grounds can lead to further violence or retaliation at other places.

It is important for school officials to be familiar with this Agreement and how it complements the code of student conduct to establish standards, policies and procedures for positive student development and behavioral expectations (*N.J.A.C. 6A:16-7.1*). There are specific types of incidents where school officials are required to report a matter to law enforcement, which are outlined in Article 3.

For non-mandatory reports to law enforcement (i.e., voluntary), school officials are **encouraged** to refer to the school's code of student conduct and provide a graduated response to misconduct that provides a continuum of actions designed to remediate and impose more severe sanctions for continued misbehavior. While the majority of incidents will not rise to the level of a mandatory report and may be addressed solely by school officials, schools are encouraged to consult with law enforcement for any offense that they believe may warrant action outside of school, or should be brought to the attention of law enforcement. If law enforcement deems that

¹*Pursuant to N.J.A.C. 6A:16-1.3*, "School grounds" means and includes land, portions of land, structures, buildings, and vehicles, when used for the provision of academic or extracurricular programs sponsored by the school district or community provider. School grounds also includes school buses, school-sponsored functions, structures that support the buildings, such as school district wastewater treatment facilities, generating facilities, and other central service facilities including, but not limited to, kitchens and maintenance shops. School grounds also includes other facilities as defined in *N.J.A.C. 6A:26-1.2*, playgrounds, and recreational places owned by municipalities, private entities or other individuals during those times when the school district has exclusive use of a portion of the land.

action is necessary, law enforcement should embrace the use of stationhouse adjustments (see Article 4.2) as an alternative to filing a formal complaint, when appropriate.

1.4. Reasons for Special Concern

The parties to this Memorandum of Agreement are aware of and remain concerned by events that have occurred throughout the nation involving violence committed by youth and violence committed on youth by outsiders. The parties further recognize that no school is immune from the disruptive influence of alcohol and other drug abuse and distribution, vandalism, and violence. It is not our intention to cause undue alarm or to overstate the nature or magnitude of the problem. Nor is it our intention in any way to jeopardize the rights of students. To the contrary, we wish to emphasize that our goal is to safeguard the essential right of all students and school employees to enjoy the benefits of a school environment which is conducive to education and which is free of the disruptive influence of crime, violence, intimidation and fear. Accordingly, the parties to this Agreement recognize the need to have in place policies and procedures to appropriately and decisively manage these inherently dangerous and disruptive situations. It is our hope and expectation that by developing and publicizing the existence of clear policies, we can discourage the commission of serious offenses on school grounds and thereby protect the safety and welfare of all members of the school community.

Article 2. Liaisons; Law Enforcement Units

2.1. Liaisons

We, (*county prosecutor*) and (each law enforcement agency having patrol jurisdiction) shall each designate one or more persons to serve as a liaison to appropriate local and county school officials.

The (*executive county superintendent*) and the (*local chief school administrator of each school district*), pursuant to *N.J.A.C. 6A:16-6.2(b)1*, shall similarly designate one person to serve as a liaison to the county prosecutor's office and to the respective local law enforcement agency. Pursuant to *N.J.S.A. 18A:17-43.3*, the chief school administrator of each school district must designate the school safety specialist as the school district liaison with law enforcement. The roles and functions of these liaisons are to:

- facilitate communication and cooperation;
- identify issues or problems that arise in the implementation of this Agreement and facilitate the resolution of any such problems;
- act as the primary contact person between the schools and the affected law enforcement agencies;
- act together in developing joint training and other cooperative efforts, including information exchanges and joint speaking engagements;
- coordinate drug and alcohol abuse and violence intervention and prevention efforts; and
- consult on the review of school safety and security plans, pursuant to *N.J.A.C. 6A:16-5.1*, and the review of approved model policies of the School Security Task Force.

2.1.1. Benefit of Law Enforcement Liaisons

It is understood that law enforcement officials have access to confidential information that may document that a juvenile offender has previously committed acts of delinquency outside of school grounds and about which school officials may therefore be unaware. These confidential law enforcement records may concern prior juvenile arrests, adjudications, dispositions, referrals to juvenile conference committees and station house adjustments. For this reason, the failure by school officials to refer a suspected offense to law enforcement authorities may unwittingly prevent the professional actors within the juvenile justice system, including law enforcement and family court officials, from identifying and dealing appropriately with juvenile offenders, and may thus prevent these actors from taking the steps that are necessary and appropriate to intervene, to address the juvenile's problems in a timely fashion and to protect the public safety. In order to enable school officials to make a more informed decision regarding whether to refer a suspected act of delinquency to law enforcement authorities, the parties to this Agreement understand the need for, and benefit of, establishing procedures by which law enforcement officials can explain the workings of the juvenile justice system and the options, services and resources that are available through that system to respond to juveniles' needs. It is expected that such ongoing dialogue will enable school officials to understand the likely consequences of a report involving a given offense. It also is hoped that in this way, law enforcement and school officials can work to dispel many of the myths about the juvenile justice system, and to develop a better understanding of the resources available to address the needs of juveniles who enter into this system or who are at risk of entering the system.

The (*designated law enforcement official*) and the county prosecutor must be available on an ongoing basis to explain to school officials the practices and procedures of the juvenile justice system with respect to the handling of juveniles suspected of, or formally charged with, acts of delinquency. The (*designated law enforcement official*) and the county prosecutor also must provide, on an ongoing basis, information concerning the services and resources available through the New Jersey Juvenile Justice System to deal with delinquent or at-risk youth and families in crisis, including stationhouse adjustments, referrals to Family Crisis Intervention Units, other pre-adjudication diversion programs, intervention services, and post-adjudication disposition options that are available in the county.

2.2. Consultation and Information Sharing

So as to foster and institutionalize the spirit of communication and cooperation underlying this Agreement, (*appropriate school and law enforcement personnel*) agree to participate in ongoing joint consultations. It is understood that the consultations shall include discussions of:

- a. The rules and regulations promulgated by the State Board of Education and codified at *N.J.A.C. 6A:16-6*, Law Enforcement Operations for Alcohol, Other Drugs, Weapons and Safety and *N.J.A.C. 6A:16-5*, School Safety and Security, as appropriate;

- b. The Comprehensive Drug Reform Act, focusing especially on those provisions affecting juveniles or that are designed to protect children and to displace drug trafficking activities from areas adjacent to schools;
- c. The United States Supreme Court decision in *New Jersey v. T.L.O.* and the *New Jersey School Search Policy Manual*;
- d. Federal and state laws and regulations on the confidentiality of alcohol and drug counseling and treatment;
- e. The warning signs of which school staff members should be aware that indicate a student may be abusing chemical substances or is at risk of committing an act of violence involving firearms or other deadly weapons;
- f. The scope and nature of the problem concerning firearms and other dangerous weapons on school grounds; and
- g. Training needs to support school safety and security and the effective implementation of the Agreement, including the exchange of information regarding the practices of the school district and law enforcement agencies, pursuant to *N.J.A.C. 6A:16-6.2(b)12*.

2.3. Safe Schools Resource Officers

The Attorney General's Education-Law Enforcement Working Group has developed resource material for a Safe Schools Resource Officer Program, recognizing that the presence of a police officer can be a deterrent in fighting drug use and sales and other forms of criminal behavior in schools. School districts and law enforcement agencies will comply with the training requirements of P.L. 2005, c. 276, (*N.J.S.A. 52:17B-71.8*; *N.J.S.A. 18A:17-43.1*) for safe schools resource officers and for the school district liaison to law enforcement, as soon as practicable. Besides enhancing school safety and security and facilitating the handling of delinquency complaints, the assignment of a safe schools resource officer on a full or part-time basis can help to enhance the working relationship between education and law enforcement officials. Most importantly, a Safe Schools Resource Officer program provides these specially trained officers an opportunity to interact with children in positive and constructive ways. It is understood and agreed that the parties to this Agreement shall, during the course of the annual conference convened, pursuant to Article 10 of this Agreement, discuss the feasibility and desirability of implementing this form of relationship.

Pursuant to *N.J.S.A. 40A-146.10*, signed in November 2016, Class Three special law enforcement officers may provide security and may also provide the role of SRO when schools are in session or occupied by students or staff.

2.4. Creation of Law Enforcement Units as Authorized by the Family Educational Rights and Privacy Act (FERPA)

Each school district shall consider designating one or more law enforcement units for the district, as provided under FERPA (Family Education Rights Privacy Act), pursuant to 20 U.S.C. 1232g(a)(4)(ii) and 34 C.F.R. 99.8. The term “law enforcement unit” means any individual, office, department, division or other component of an educational agency or institution, such as a school administrator or a unit of commissioned police officers or non-commissioned security guards, that is officially authorized or designated by that agency or institution to enforce any local, State or Federal law, or refer to appropriate authorities a matter for enforcement of any local, State or Federal law against any individual or organization other than the agency or institution itself; or maintain the physical security and safety of the agency or institution. [34 C.F.R. 99.8(a)(1)]. The law enforcement unit may be only one person, and does not have to be a law enforcement officer. All school security equipment shall be the responsibility of the law enforcement unit. All school security records, including but not limited to, school security campus or school bus videotapes, records relating to weapons screening devices, visitor logs, and any records of interviews relating to potential violations of the law are created and maintained by the designated law enforcement unit. These records are not deemed to be student records or educational records [20 U.S.C. 1232g(a)(4)(B)(ii)] and may be voluntarily turned over to law enforcement without a subpoena.

Article 3. Obligation to Report Offenses and Preserve Evidence: Mandatory Reports

3.1. Mandatory Report Offenses Summary

It is important for school officials to be familiar with this agreement and how it complements the principles of the code of student conduct regulations to establish standards, policies and procedures for positive student development and behavioral expectations (*N.J.A.C. 6A:16-7.1*). While the majority of incidents may be addressed solely by school officials, there are specific types of incidents where school officials are required to report a matter to law enforcement. By outlining these mandatory reports, the Agreement helps ensure consistency among school districts.

There are seven offenses that must be reported to law enforcement if they qualify as mandatory reports, as set forth and explained in further detail under Article 3 of this Agreement. These mandatory reports include:

- Whenever any school employee has reason to believe a student is in possession of a controlled dangerous substance or related paraphernalia, or is involved or implicated in distribution activities regarding controlled dangerous substances, pursuant to *N.J.A.C. 6A:16-6.3* (Article 3.2);
- Whenever any school employee in the course of his or her employment develops reason to believe that a firearm or other dangerous weapon has unlawfully been possessed on or off school grounds, a weapon was used in an assault against a student

or other school personnel, or that any student or other person has committed an offense with, or while in possession of, a firearm, whether or not such offense was committed on school grounds or during school operating hours, pursuant to *N.J.A.C.* 6A:16-5.5, 5.6(d)4 and 6.3(b) (Article 3.6);

- Whenever any school employee in the course of his or her employment develops reason to believe that anyone has threatened, is planning, or otherwise intends to cause death, serious bodily injury, or significant bodily injury to another person under circumstances in which a reasonable person would believe that the person genuinely intends at some time in the future to commit the violent act or to carry out the threat, pursuant to *N.J.A.C.* 6A:16-6.3(c) through (e) (Article 3.10);
- Whenever any school employee in the course of his or her employment develops reason to believe that a crime involving sexual penetration or criminal sexual contact has been committed on school grounds, or by or against a student during school operating hours or during school-related functions or activities, pursuant to *N.J.A.C.* 6A:16-6.3(d) (Article 3.12);
- Whenever any school employee in the course of his or her employment develops reason to believe that an assault upon a teacher, administrator, other school board employee, or district board of education member has been committed, with or without a weapon, pursuant to *N.J.A.C.* 6A:16-5.7(d)5 (Article 3.14);
- Whenever any school employee in the course of his or her employment develops reason to believe a “bias-related act” has been committed or is about to be committed on or off school grounds, pursuant to *N.J.A.C.* 6A:16-6.3(e) (Article 3.16); and
- Whenever any school employee in the course of his or her employment develops reason to believe a student is potentially missing, abused, or neglected, pursuant to *N.J.A.C.* 6A:16-11.1(a)3i through iii (Article 3.17).

Exceptions apply, as outlined below.

3.1.1. Law Enforcement Response to Mandatory Reports

Specific response to mandatory reports are noted by offense type in the following sections. A mandatory report to law enforcement does not preclude the law enforcement agency’s ability to investigate the act and decide that no further action is needed, or recommend a stationhouse adjustment, as outlined in Article 4.2.

3.2. Requirement to Report Offenses Involving Controlled Dangerous Substances

Subject to the provisions of Article 3.3 of this Agreement and *N.J.A.C.* 6A:16-6.2(b)9 and 6.3(a), school officials must immediately notify (*police department and/or prosecutor*) whenever any school employee has reason to believe a student is in possession of a controlled dangerous substance or related paraphernalia, or is involved or implicated in distribution activities regarding controlled dangerous substances, pursuant to *N.J.A.C.* 6A:16-4.3(a)3i. Per *N.J.S.A.* 24:21-2, “controlled dangerous substance” means a drug, substance, or immediate precursor in Schedules I through V of article 2 of *P.L.* 1970, *c.226* (C.24:21-1 et seq.). A non-exhaustive list of controlled dangerous substances (CDS) are detailed in sections 3.2.1 through 3.2.4.

3.2.1. Anabolic Steroids, "Jimson Weed," and "Date Rape" Drugs

The parties to this Agreement understand that in 1991, the New Jersey Commissioner of Health promulgated rules and regulations which classify anabolic steroids as Schedule III CDS. The parties to this Agreement recognize that the problem of the unlawful use of anabolic steroids by school-age children is a particularly serious one, and that this problem is not limited to student athletes, but also involves students who use these especially dangerous substances with the intent to enhance their physical appearance. The parties to this Agreement recognize that these substances often have profound, long-term adverse side effects, and that their unlawful use by children cannot be tolerated. The parties to this Agreement also understand that it is illegal in New Jersey to use, possess, or distribute any stramonium preparation, commonly referred to as "Jimson weed", and that it also is illegal for any person to distribute or possess substances sometimes referred to as "date rape" drugs, including gamma hydroxybutyrate (GHB), Rohypnol (roofies), and flunitrazepam (*N.J.S.A. 2C:35-5.2 and 5.3*, effective August 8, 1997; *N.J.S.A. 2C:35-2 and 2C:35-10.5*).

3.2.2. Designer Drugs

Over the years, modifications to CDS have resulted in the creation of "designer drugs." Structurally or functionally similar to banned CDS, designer drugs are created to mimic the effects of a CDS, while initially avoiding the CDS classification and therefore giving the illusion of legality to these products. In recent years, designer drugs such as "bath salts" (synthetic cathinones) and "synthetic marijuana" (synthetic cannabinoids) have increased in popularity, resulting in initial widespread availability. Many of these products were and continue to be falsely labeled as "not for human consumption," "for novelty use only," "plant food" or "bath salts" to conceal from law enforcement their true nature.

Due to the danger of these products, especially among youth in New Jersey, the Division of Consumer Affairs acted to ban synthetic cannabinoids (see [February 29, 2012 Order of Thomas Calcagni](#), former Director of the Division of Consumer Affairs). The United States Drug Enforcement Administration followed, subsequently scheduling many synthetic cannabinoids and cathinones as controlled substances, therefore outlawing them.

3.2.2.1. Considerations when Reporting Designer Drugs to Law Enforcement

The manipulation of chemical compounds to avoid the controlled substance designation while providing the same effects as the banned substances continues, and both educators and law enforcement must be mindful of designer drugs in school settings and among our youth. At the time of the release of this MOA, only designer drugs such as synthetic cannabinoids and cathinones have been declared as CDS and are required to be reported to law enforcement (see section 3.2.2).

All designer drugs, in addition to the two designer drugs noted above that have been declared CDS and must be reported to law enforcement, should be deemed to be a serious matter that should be handled in accordance with the district board of education's approved student code of conduct and any other applicable policies and procedures. With the exception of

synthetic cannabinoids and cathinones, designer drugs are not required by New Jersey law to be reported to law enforcement, but may be required under district policy or procedure to be reported to law enforcement in accordance with the provisions of this Agreement.

3.2.3. Prescription Controlled Dangerous Substances

The Centers for Disease Control and Prevention (CDC) classified prescription drug abuse as the fastest growing drug problem in the United States. Rates of prescription drug misuse (when an individual uses a medication for a reason other than prescribed or in a different manner than prescribed, or when an individual takes a medication not prescribed for him or her) and abuse are increasing at alarming rates, especially among youth. Because these medications are incorrectly believed to be safer because they are manufactured by companies, the dangers and potential for abuse associated with these medications is often overlooked or ignored. Access to prescription CDS is also easier than with traditional CDS, as they are often located in the home medicine cabinet.

The Substance Abuse and Mental Health Services Administration (SAMHSA), a federal health agency, reported that in 2015, 18.9 million people in the United States age 12 or older had misused prescription psychotherapeutic drugs, including CDS such as pain relievers, tranquilizers, stimulants and sedatives, in the past year. Moreover, the prevalence of prescription medication has led to an increase in misuse of prescription CDS stimulants among youth as study aids, and among prescription opioids and benzodiazepines as party drugs. Educators must be mindful that, absent a filed certification and medical plan as described in Article 4.1, students should not be in possession of CDS prescription medication on school grounds. Educators and law enforcement must focus on evidence-based prevention education and be alert for signs and symptoms of misuse and abuse in our students.

3.2.3.1. Considerations when Reporting Prescription Drugs to Law Enforcement

While possession of a CDS or related paraphernalia and distribution activities regarding CDS are required to be reported to law enforcement (see Article 3.2), students may also misuse or be in possession of prescription drugs that are not CDS. Possession or misuse of any drug should be deemed to be a serious matter that should be handled in accordance with the district board of education's approved student code of conduct and any other applicable policies and procedures. Non-CDS prescription drugs are not required by New Jersey law to be reported to law enforcement, but may be required under district policy or procedure to be reported to law enforcement in accordance with the provisions of this Agreement.

3.2.4. Opioids

In 2018, the CDC reported that drug overdoses killed 63,632 Americans in 2016 with nearly two-thirds of these deaths (66%) involved a prescription or illicit opioid. In New Jersey, heroin and opioid use has increased to epidemic proportions. One cause of this crisis is the overabundance of prescription opioids, with an estimated four out of five new heroin users beginning their addiction by misusing prescription pain killers. Unfortunately, sports activities, accidents or other causes may also lead to injury and, in rare cases, result in pain that is severe or

long-lasting enough to require a prescription opioid painkiller. According to the New Jersey State Interscholastic Athletic Association, about a third of young people studied obtained pills from their own previous prescriptions (i.e., an unfinished prescription used outside of a physician's supervision), and 83 percent of adolescents had unsupervised access to their prescription medications. Nationally, it is estimated that an American dies every 19 minutes from an overdose of heroin or prescription opioids. Between 2014 and 2015, drug overdose deaths increased by nearly 22 percent, and nearly 1,600 people lost their lives to narcotics in New Jersey. This scenario has played out in New Jersey and across the country without regard to race, gender, age, or social class.

Another cause of this crisis is the early use by children of CDS and other illicit substances, with evidence showing that if a child tries any drug by the age of 13, he or she has a 70% probability of developing an addiction by the age of 20. An estimated 20% of adolescents who have current prescriptions for opioid medications report using those medications intentionally to get high or increase the effects of alcohol or other drugs.

3.3. Exceptions to Mandatory Reports of Offenses Involving Controlled Substances

3.3.1. Non-Applicability to Treatment Program Records and Information

Nothing in this Agreement or in *N.J.A.C. 6A:16-6.5* shall be construed in any way to authorize or require a report or transmittal of any information or records in the possession of a substance abuse counseling or treatment program in violation of any state or federal confidentiality law or regulation, and such information or records must be strictly safeguarded in accordance with applicable state and federal laws and regulations.

3.3.2. Voluntary Self-Report

Pursuant to *N.J.A.C. 6A:16-6.3(a)3*, reporting to law enforcement is not mandatory when a student has voluntarily and on his or her own initiative sought treatment or counseling for a substance abuse problem, provided the student was not involved in drug distribution activities and further provided the student participates in an appropriate treatment or counseling program.

For the purposes of this Agreement and pursuant to N.J.A.C. 6A:16-6.3(a)3i, an admission by a student of a violation of the Comprehensive Drug Reform Act which is in response to questioning initiated by a law enforcement officer or school employee does not constitute a voluntary, self-initiated request for counseling and treatment.

3.3.3. Overdose Prevention Act

School officials and law enforcement officers must also be mindful of the immunity provisions of the Overdose Prevention Act, codified at *N.J.S.A. 2C:35-30* and *N.J.S.A. 2C:35-31*, and Attorney General Law Enforcement Directive 2013-1, seeking to ensure uniform statewide enforcement of the law. On May 13, 2013, Governor Christie signed the Act into law, the overarching purpose of which is to encourage individuals to seek medical assistance whenever a drug overdose occurs. Specifically, the Act provides that when a person, in good faith, seeks

medical assistance for an individual believed to be experiencing a drug overdose, whether the person is seeking assistance for himself/herself or another, the person calling for help and the person experiencing the overdose must not be arrested, charged, prosecuted, or convicted for certain specified criminal offenses enumerated in *N.J.S.A. 2C:35-30(a)(1-6)* and *N.J.S.A. 2C:35-31(a)(1-6)* involving the use or simple possession of controlled dangerous substances. The Act does not limit in any way the ability of law enforcement to investigate, arrest, or prosecute an offense involving the manufacture, distribution, or possession with intent to distribute an illicit substance or paraphernalia or other drug-offenses. Attorney General Directive 2013-1 expanded the immunity provisions of the Act beyond its plain language to encompass the spirit of the law by providing immunity to others present at the scene of the overdose event if those other persons were made aware of and participated in the request for medical assistance, even if only one person actually placed the call to 9-1-1. As Attorney General Directive 2013-1 made clear, the immunity feature of the Act does not extend to simple use or possession drug offenses that come to the attention of law enforcement by independent means.

Law enforcement and educators should also be mindful of P.L. 2009, c.133, the “9-1-1 Lifeline Legislation,” which provides immunity for underage use and possession of alcohol for up to three people (including the individual in need of medical assistance) when 9-1-1 is called for an alcohol poisoning-related medical emergency. To be eligible for the immunity, the underage persons must be the first to place the 9-1-1 call, must provide their names to the 9-1-1 operator, must remain on the scene of the event, and must cooperate with law enforcement and medical responders.

3.3.4. Students Suspected of Being Under the Influence of Alcohol or Other Drugs

Pursuant to *N.J.A.C. 6A:16-4.3(a)3* and *6.3(a)4*, school officials may, **but need not**, disclose to law enforcement authorities the identity of a student suspected to be under the influence of alcohol or other drugs. In each instance of a report to law enforcement authorities of a student suspected of being under the influence of alcohol or other drugs, pursuant to *N.J.S.A. 18A:40A-12(a)* and *N.J.A.C. 6A:16-4.3(a)*, or of a student suspected of using of anabolic steroids, pursuant to *N.J.S.A. 18A:40A-12(b)* and *N.J.A.C. 6A:16-4.3(b)*, the student must receive the required medical examination, pursuant to *N.J.S.A. 18A:40A-12* and *N.J.A.C. 6A:16-4.3(a)2 et seq.* or *(b)2 et seq.*, as appropriate.

3.3.5. Possession or Consumption of Alcoholic Beverages

The parties to this Agreement recognize that public attention has been focused on the problem of alcohol consumption on school grounds. Surveys of New Jersey's high school students consistently report that alcohol continues to be by far the most commonly used chemical substance by school-age children. The parties to this Agreement recognize and reaffirm that alcohol remains an illicit substance for underage persons, and that alcohol offenses, especially those occurring on school grounds, are serious matters that warrant a decisive and predictable response.

It is understood that it is unlawful for a person under the age of 21 to purchase or knowingly consume an alcoholic beverage on school grounds (see *N.J.S.A. 2C:33-15* and

N.J.A.C. 6A:16-4 et seq.). So too, it is an offense for an adult to bring or possess an alcoholic beverage on school grounds without the express written permission of the school board, chief school administrator or building principal. See *N.J.S.A. 2C:33-16*. It is agreed and understood that these statutes are designed to protect children and the educational environment and that violations of these statutes should be deemed to be serious matters and may be reported to law enforcement, and any reporting must warrant immediate response by law enforcement authorities in accordance with the provisions of this Agreement.

3.3.6. Self-Administration of Medication by Students

Law enforcement and educators should be aware that, pursuant to *N.J.S.A. 18A:40-12.3*, self-administration of medication by students is permitted for specific medical conditions, including asthma, life-threatening allergies and other potentially life-threatening medical conditions. The student must be permitted to self-administer medication provided that

- (i) the student's parent or guardian submits to the board of education a written certification from the student's physician specifying the specific medical condition necessitating self-administration, the medication to be administered, and the fact that the student is capable of and has been instructed in the proper method for self-administration of the medication;
- (ii) the student's parent or guardian submits to the board of education written authorization from the parent or guardian for self-administration of the medication by the student;
- (iii) the board of education informs the student's parent or guardian, in writing, that the district, its employees, and its agents must incur no liability as a result of the student's self-administration of medication; and
- (iv) the student's parent or guardian signs a statement acknowledging that the district, its employees, and its agents must incur no liability as a result of the student's self-administration of medicine, and that they (the student's parent or guardian) will indemnify and hold harmless the district, its employees, and its agents against claims arising out of the student's self-administration of medication.

In addition, the school nurse must maintain the student's Individualized Health Care Plan (IHCP) and Individualized Emergency Health Care Plan (IEHCP) documenting the student's medical needs and the need for self-administration of the specified medication, pursuant to *N.J.A.C. 6A:16-2.3(b)3xii*. For example, students with asthma who meet the above criteria may carry an inhaler such as a rapid-acting bronchodilator. Likewise, students with life-threatening allergies may carry one or two epinephrine auto-injector mechanisms and an oral or lingual form of Benadryl (antihistamine), if they too meet the above criteria. Students with diabetes may carry either an insulin pump or injectable insulin, if they similarly meet the above criteria. Students with other life-threatening medical conditions may have a medication order for other specific medication which may, if the above criteria are met, be self-administered.

3.3.7. Compassionate Use Medical Marijuana Act

On January 18, 2010, the Compassionate Use Medical Marijuana Act (CUMMA) (*N.J.S.A.* 24:6I-1 et seq.) was signed into law. The purpose of CUMMA is to protect from arrest, prosecution, property forfeiture, criminal and other penalties, those patients who use marijuana to alleviate suffering from debilitating medical conditions, as well as their physicians, primary caregivers, and those who are authorized to produce marijuana for medical purposes. CUMMA expressly provides that it does not authorize a person to smoke marijuana in a school bus or on any school grounds. As to smoking medical marijuana at such protected locations, CUMMA expressly provides that the patient “shall be subject to such penalties as provided by law.” Although this provision of CUMMA applies only to smoking marijuana in certain specified places, district boards of education are encouraged to consult with their attorney about the oral consummation of medical marijuana at any of the protected locations. The Department of Health has promulgated regulations for the implementation of CUMMA and serves as the lead state agency in developing the Medicinal Marijuana Program (MMP) in the state of New Jersey.

The Office of the Attorney General developed Enforcement Guidelines to provide law enforcement with guidance and instruction on key provisions of CUMMA. This document is available at the Division of Criminal Justice website under [Attorney General Guidelines](#). The MMP, in cooperation with the Department of Law and Public Safety, has established an MMP Identification Card validation process. Law enforcement personnel that encounter or have questions regarding the validity of an MMP Identification Card should contact the New Jersey State Police, Regional Operations Intelligence Center (ROIC), for Identification Card validation.

As of January 23, 2018, the MMP has five Alternative Treatment Centers in operation in New Jersey. NJ Exec. Order No. 6 (Jan. 23, 2018), 50 N.J.R. 885(a). They are (1) Compassionate Care Foundation, Inc., in Egg Harbor Township, (2) Greenleaf Compassion Center in Montclair, (3) Garden State Dispensary in Woodbridge, (4) Breakwater Alternative Treatment Center in Cranbury, and (5) Curaleaf NJ, Inc., in Bellmawr. These facilities are presently dispensing medicinal marijuana in raw vegetative form only. They are in the process of developing protocols for the manufacture of lozenge, topical formulations and edible products. These products will be available in the future and will be lawfully dispensed, possessed and utilized by patients that are registered with the MMP. As these products become available, law enforcement will be notified and provided with appropriate instruction on identification. Additional information regarding the Medicinal Marijuana Program is available from the [New Jersey Department of Health](#).

3.3.8. Electronic Smoking Devices

“Electronic smoking device” means an electronic device that can be used to deliver nicotine or other substances (e.g., marijuana) to the person inhaling from the device, including, but not limited to, an electronic cigarette, vape pen, cigar, cigarillo, or pipe. *N.J.S.A.* 26:3D-55 bans the use of electronic smoking devices in public places and workplaces, including, but not limited to public and nonpublic elementary or secondary school buildings, board of education buildings and any area of any building of, or on the grounds of, any public or nonpublic

elementary or secondary school, regardless of whether the area is an indoor public place or is outdoors.

Schools are encouraged to develop policies surrounding the use and/or possession of electronic smoking devices. Electronic smoking devices should only be reported to law enforcement when there is reasonable suspicion that the device is being used as a nexus for marijuana or other illegal drugs.

3.4. Securing Controlled Substances and Paraphernalia

Whenever a school employee seizes or comes upon any substance believed to be a controlled dangerous substance or drug paraphernalia, school officials *must immediately* advise the (*local law enforcement agency having patrol jurisdiction*) and must secure the substance or item pending the response by (*law enforcement agency*) to retrieve and take custody of the substance or paraphernalia, pursuant to *N.J.A.C. 6A:16-6.2(b)8* and *6.4*. School employees having custody of the substance or item must take reasonable precautions, per local board of education procedures, to prevent its theft, destruction or use by any person. In accordance with the requirements of law (*N.J.S.A. 2C:35-10c*, it is understood that under no circumstances may any person destroy or otherwise dispose of any controlled dangerous substance or drug paraphernalia except by turning over such substance or item to the responding law enforcement officer.

3.5. Law Enforcement Response to Mandatory Controlled Substance Reports

The (*law enforcement agency*) must dispatch an officer as promptly as possible to take custody and secure the controlled dangerous substance or drug paraphernalia. School officials must provide to the responding law enforcement officer information necessary to establish the chain of custody and the circumstances of the seizure, including the identity of any person(s) from whom the substance or item was obtained.

3.5.1. Exception to Identity Disclosure

School officials need not provide information concerning the identity of a student from whom the controlled dangerous substance or item was obtained where the substance or item was turned over by a student to a student assistance coordinator or other individual who holds either a school nurse, school nurse/non-instructional, school psychologist, school counselor, school social worker or student personnel service endorsement on the Educational Services Certificate in the course of, or as a result of, school-based intervention, assessment, referral for evaluation, evaluation or referral for treatment, as those terms are defined in *N.J.A.C. 6A:16-1.3* and delineated in *N.J.A.C. 6A:16-3.1* or participation in a community-based substance abuse treatment program where:

- 1) the student voluntarily and on his or her own initiative turned over the substance to a school employee;
- 2) there is no reason to believe that the student was involved in distribution activities;
- 3) the student participates in an appropriate school-based alcohol or other drug abuse intervention, referral for evaluation, referral for treatment or continuity of care program,

pursuant to *N.J.A.C.* 6A:16-3.1 or community-based alcohol or other drug abuse treatment program.

Nothing in this paragraph must be construed in any way to authorize or require a referral or transmittal of any information or records in the possession of a school-based alcohol or other drug abuse intervention, referral for evaluation, referral for treatment or continuity of care program or a community-based substance abuse treatment program where such referral or transmittal would constitute a violation of state or federal confidentiality laws or regulations, and such information or records must be strictly safeguarded in accordance with applicable state and federal laws and regulations.

3.6. Requirement to Report Incidents Involving Firearms and Dangerous Weapons

Subject only to the provisions of Articles 7.4 and 9 of this Agreement, it is agreed that *(designated school official)* must immediately notify *(designated law enforcement official)* whenever any school employee in the course of his or her employment, pursuant to *N.J.A.C.* 6A:16-5.5 and 6.3(b), develops reason to believe that a firearm or ammunition has unlawfully been brought onto school grounds, or that any student or other person is in unlawful possession of a firearm or ammunition, whether on or off school grounds, or that any student or other person has committed an offense with, or while in possession of, a firearm, whether or not such offense was committed on school grounds.

In addition, *(designated school official)* must immediately notify *(designated law enforcement official)* whenever any school employee in the course of his or her employment comes upon a non-firearm weapon that was **actually used** or **threatened to be used** in committing an offense, including weapons used to commit assault upon a teacher, administrator, other school board employee, district board of education member, or another student on school grounds, pursuant to *N.J.S.A.* 18A:37-2.2 through 2.5. Law enforcement **must be** notified when the weapon seized is any switchblade, gravity, or ballistic knife, stun gun, or metal knuckles, whether or not the weapon was actually used or threatened to be used.

3.7. Exceptions to Mandatory Firearms and Dangerous Weapons Reports

Whenever a school employee seizes a dangerous weapon that was not actually used or threatened to be used in committing an offense, the school employee *may, but need not* consult *(designated law enforcement official)* to decide whether the offense warrants law enforcement action.

In deciding whether to report the presence or seizure of a non-firearm weapon that was not actually used or threatened to be used in committing an assault or other offense, the *(school official)* and *(designated law enforcement official)* must consider:

- 1) the nature of the weapon;
- 2) any lawful purposes that it might have;
- 3) the age of the student; and
- 4) the student's intent.

It is generally not necessary to report the seizure of small pen knives or Swiss-Army style knives. It is further understood and agreed that school officials should consult with law

enforcement regarding the seizure of a utility or “box-cutter” knife where the unlawful use of such knives as weapons is a serious problem in the school and where the student has no explainable lawful purpose for possessing such an instrument.

Procedures to secure this weapon are handled the same as below.

3.8. Securing Firearms, Ammunition and Dangerous Weapons

Whenever a school employee seizes or comes upon (1) a firearm, (2) ammunition for a firearm, or (3) a non-firearm weapon that was actually used or threatened to be used in committing an offense the school officials *must, immediately* advise (*designated law enforcement official*) and secure the firearm, ammunition or non-firearm weapon pending the response by the (*law enforcement agency*), and pursuant to *N.J.A.C. 6A:16-6.2(b)8* and 6.4, retrieve and take custody of the firearm, ammunition or non-firearm weapon. School employees having custody of a firearm, ammunition or dangerous weapon must take reasonable precautions, per local board of education procedures, to prevent its theft, destruction or unlawful use by any person. It is understood and agreed that under no circumstances may any person destroy or otherwise dispose of any seized or discovered firearm, ammunition or non-firearm weapon except by turning over such firearm, ammunition or non-firearm weapon to the responding police officer.

3.8.1. Advice on Weapons

It is understood that new weapons have evolved and proliferated that are readily concealable and easily disguised. For example, dangerous knives can be disguised as belt buckles and other seemingly innocuous items. Accordingly, the (*designated law enforcement agency*) and the county prosecutor must be available on an ongoing basis to provide school officials with information and advice about such weapons and their prevalence in the district or in the county so that they may be readily identified by school officials.

3.9. Law Enforcement Response to Mandatory Firearms and Weapons Reports

The (*law enforcement agency*) receiving information about the existence of an unlawful firearm on school grounds or the actual or threatened use of a non-firearm deadly weapon pursuant to Article 3.6 of this Agreement *must immediately* dispatch an officer to take custody and secure the firearm or other weapon. Except as may be specifically provided in Articles 7.4 and 9 of this Agreement, school officials must provide to the responding law enforcement officer information necessary to establish the chain of custody and the circumstances of the seizure or discovery of the firearm or other weapon, including the identity of any person(s) from whom the firearm or other weapon was obtained.

3.9.1. Interdiction of Weapons

It is understood and agreed that the (*law enforcement agency*) must make every reasonable effort to effect the arrest of any student believed to be in the unlawful possession of a firearm or other dangerous weapon while the student is not on school grounds, to prevent whenever possible the bringing of such firearm or weapon onto school grounds. When this is not feasible, the (*law enforcement agency*) must scrupulously comply with the notification requirements for planned arrests as set forth in Article 6.4 of this Agreement.

3.10. Requirement to Report Incidents Involving Planned or Threatened Violence

Notwithstanding any other provision of this Agreement, it is agreed that (*school official must immediately notify (law enforcement agency)*) whenever any school employee in the course of his or her employment develops reason to believe that anyone has threatened, is planning, or otherwise intends to cause death, serious bodily injury, or significant bodily injury to another person under circumstances in which a reasonable person would believe that the person genuinely intends at some time in the future to commit the violent act or to carry out the threat, pursuant to *N.J.A.C. 6A:16-6.3(e)* through (e). In making these determinations, the school official should employ risk management and assessment tools. Chapter 7 of New Jersey Department of Education publication titled *School Safety and Security Manual: Best Practices Guidelines* provides an approach to behavioral assessment and risk determination. Specifically, section 7.2., the Four-Pronged Threat Assessment Model, addresses evaluation of persons making threats.

The school official must provide to the responding law enforcement agency all known information relevant to the threat, including but not limited to any historical or background information concerning the person's behavior or state of mind. For the purposes of this reporting requirement, the threatened or planned act of violence need not be imminent, and the intended victim of the violent act need not be aware of the threat. Nor must it be relevant for the purposes of this reporting requirement that the intended victim is not a student or member of the school community, or that the violent act is not intended to be committed on school grounds. The parties to this Agreement understand and agree that students who make a credible threat of harm to themselves or others should be taken seriously. Accordingly, the provisions of this paragraph must be liberally construed with a view toward preventing future acts of violence.

3.11. The New Jersey Office of Homeland and Security Response to Planned or Threatened Violence

The New Jersey Office of Homeland and Security receiving information about a threatened, planned, or intended act of violence pursuant to Article 3.10 of this Agreement agrees to promptly dispatch an officer, or immediately dispatch an officer where the circumstances so warrant, to undertake an investigation and to take such actions as may be appropriate and necessary to prevent the threatened, planned, or intended act of violence from occurring. Further, under the March 26, 2018, update to Attorney General Directive 2016-7, the law enforcement agency must immediately report any suspicious activity "with a possible nexus to terrorism or other criminal activity related to terrorism," which includes threats of violence

directed at schools, to the appropriate County Terrorism Coordinators and the Counterterrorism Watch Section of the New Jersey Office of Homeland Security.

3.12. Requirement to Report Sexual Offenses

Subject only to the provisions of Article 7.4 and 9 of this Agreement, it is agreed that *(designated school official) must immediately notify (designated law enforcement official)* whenever any school employee in the course of his or her employment develops reason to believe that a crime involving sexual penetration or criminal sexual contact has been committed on school grounds, or by or against a student during school operating hours or during school-related functions or activities, pursuant to *N.J.A.C. 6A:16-6.3(d)*. When the school official designated as the liaison for law enforcement is the person under investigation, school districts are encouraged to have a plan in place on who should report to law enforcement (e.g., the liaison's supervisor or the chief school administrator).

3.13. Law Enforcement Response to Sexual Offenses

The *(law enforcement agency)* receiving information about sexual penetration or criminal sexual contact pursuant to Article 3.12 of this Agreement must promptly dispatch an officer, or immediately dispatch an officer where the circumstances so warrant, to undertake an investigation and to take such actions as may be appropriate and necessary to prevent future sexual offenses from occurring.

3.14. Requirement to Report Assaults on District Board or Education Members or Employees

Subject only to the provisions of Articles 7.4 and 9 of this Agreement, it is agreed that *(designated school official) shall immediately notify (designated law enforcement official)* whenever any school employee in the course of his or her employment develops reason to believe that a student committed assault, as defined under *N.J.S.A. 2C:12-1(a)1*, not involving the use of a weapon or firearm, upon a teacher, administrator, other school board employee, or district board of education member, with or without a weapon, pursuant to *N.J.A.C. 6A:16-5.7(d)5*.

3.15. Law Enforcement Response to Assaults on District Board or Education Members or Employees

The *(law enforcement agency)* receiving information about an assault on district board or education members or employees pursuant to Article 3.14 of this Agreement agrees to promptly dispatch an officer, or immediately dispatch an officer where the circumstances so warrant, to undertake an investigation and to take such actions as may be appropriate and necessary to prevent future assaults.

3.16. Requirement to Report Bias-Related Incidents

In accordance with *N.J.A.C. 6A:16-6.3(e)*, school employees must notify the principal and chief school administrator when they develop reason to believe a “bias-related act”², has been committed or is about to be committed on school grounds, or has been or is about to be committed by a student on or off school grounds, and whether such offense was or is to be committed during operating school hours, or a student enrolled in the school has been or is about to become the victim of a bias-related act on or off school grounds, or during operating school hours. The principal and chief school administrator, in turn, should promptly notify the local law enforcement agency and the bias investigation officer for the county prosecutor’s office.

A “bias-related act” means an act that is directed at a person, group of persons, private property, or public property that is motivated in whole or in part by race, color, national origin, ethnicity, gender, gender identity or expression, disability, religion, or sexual orientation. A bias-related act need not involve conduct that constitutes a criminal offense. Note that all hate crimes and bias-intimidation crimes are also bias-related acts, but that not all bias-related acts will constitute a hate crime or bias-intimidation crime. A “hate crime”³ is defined as any criminal offense in which the person or persons committing the offense acted with a purpose to intimidate an individual or group of individuals because of race, color, gender, gender identity or expression, disability, religion, sexual orientation, ethnicity, or national origin.

3.16.1. Considerations when Reporting Bias-Related Acts

N.J.A.C. 6A:16-6.3(e) requires schools to notify the law enforcement agency and the county prosecutor’s office of bias-related acts (whether committed or about to be committed) as described above. Under the authority of a separate agreement entitled *Responding to Hate Crimes and Bias-Related Acts*, the principal of the school, or his or her designee, should consider the nature and seriousness of the conduct and the risk that the conduct posed to the health, safety, or well-being of any student, school employee, or member of the general public when making the notification to the law enforcement agency and the county prosecutor’s office.

Bias-related acts may also constitute HIB. Law enforcement officials agree to notify the principal of the school at which a student is enrolled when a student or a student’s parent or guardian reports to the law enforcement agency that a student may be the victim of HIB, as defined in the ABR.

3.17. Requirement to Report Potentially Missing, Abused, or Neglected Children

² For the purposes of this document, “bias related act” includes and is used interchangeably with the term “bias incident”. The term “bias incident” is utilized in the 2000 Attorney General’s Guidelines on Bias Incident Investigation Standards and in the training of law enforcement officers. The term “bias related act” is utilized in *N.J.A.C. 6A:16-6.3(e)* and includes two categories that the 2000 Guidelines does not – gender and disability. It is the intention to update these Guidelines to bring it in accordance with *N.J.A.C. 6A:16-6.3(e)*. Law enforcement are currently trained utilizing the term “bias incident” but with the inclusion of gender and disability.

³ For the purposes of this document, a “hate crime” is the same thing as a “bias crime” as utilized in the 2000 Attorney General’s Guidelines on Bias Incident Investigation Standards.

New Jersey statutes (*N.J.S.A.* 18A:36-25 and 9:6-8.10) require reporting by school officials of a potential missing or abused child to **both** law enforcement officials and Child Protection and Permanency (CP&P), New Jersey Department of Children and Families (DCF), as set forth below.

3.17.1. Reports of Child Abuse or Neglect to CP&P

Any person having reasonable cause to believe that a student has been subjected to child abuse or neglect must immediately report the matter to CP&P by telephone or otherwise, pursuant to *N.J.S.A.* 9:6-8.10 and *N.J.A.C.* 6A:16-11.1(a)2. The CP&P Child Abuse Hotline is to be contacted at 1-877-NJABUSE.

3.17.2. Notification to Law Enforcement

Notification of a potential missing or abused or neglected student also must be made to law enforcement officials by the person who is designated to report child abuse cases on behalf of the school district, such as the chief school administrator, principal, assistant principal or other designated school official, in accordance with *N.J.S.A.* 18A:36-25 and *N.J.A.C.* 6A:16-11.1(a)3. Each school district may establish individual procedures for the notification. It is not necessary for the same person to contact law enforcement and CP&P. It is only required that both notifications are made.

3.17.3. Notification of CP&P by Law Enforcement

Pursuant to the *DCF/Law Enforcement Model Coordinated Response Protocol* promulgated February 2007 by the Attorney General and the Commissioner of the Department of Children and Families, a law enforcement agency receiving a report of child abuse from the designated school official, need not notify the CP&P hotline when the school official confirms that the CP&P hotline has been contacted by school staff.

3.17.4. Law Enforcement Response

The law enforcement agency receiving a report of child abuse or a potential missing child must respond in accordance with the policies established by their County Prosecutor's Office.

3.17.5. Notification of Parents or Guardians

Notification to the student's parents or guardians must **not** be made by school officials when it is suspected that either parent or guardian is responsible for the suspected abuse. Law enforcement officials do not need the permission of a parent or guardian to speak to any student who is not the target of an investigation. It is the sole responsibility of law enforcement officials to determine when or whether a parent of any student must be contacted. Failure to follow this procedure may compromise the integrity of an investigation and place the child at risk.

3.17.6 Anonymity

Individuals who report abuse may or may not be entitled to anonymity. While CP&P allows anonymous child abuse reporting for the general public, school staff may not be entitled

to anonymity for these reports. Furthermore, there is no anonymity when incidents are reported to law enforcement authorities.

3.17.7 Custody Disputes and Potentially Missing Children

It is recognized by all parties to this agreement that custody disputes between parents often have a detrimental effect upon the children. Sudden requests for school records accompanied by suspicious absences should result in a heightened scrutiny within the school. Therefore, to the extent that a report to law enforcement will not violate student record confidentiality, if it comes to the attention of a school administrator that the absence of a child from school may be due to a parental kidnapping or custodial interference, the school administrator must immediately contact law enforcement authorities. Concerns that a child may be unlawfully removed from the jurisdiction should be immediately brought to the attention of local law enforcement officials.

Article 4. Reporting other Offenses: Non-Mandatory Reports

4.1. Reporting Other Offenses

When contemplating a non-mandatory (i.e., voluntary) report, the Department of Education encourages school officials to refer to the code of student conduct and provide a graduated response to misconduct that provides a continuum of actions designed to remediate and impose more severe sanctions for continued misbehavior prior to referring the incident to law enforcement. Research has demonstrated that students who have contact with the juvenile justice system, including a single arrest, are at increased risk of dropping out of school and having further involvement with the juvenile and adult criminal justice system.

Subject to the provisions of Articles 7.4 and 9 of this Agreement, it is agreed that (*designated school official*) may, but need not, notify (*designated law enforcement official*) whenever any school employee develops reason to believe that a non-mandatory report offense has been committed on or against school grounds. In deciding whether to refer the matter to the designated law enforcement agency, the principal of the school or his or her designee should consider the nature and seriousness of the offense and the risk that the offense posed to the health or safety of other students, school employees, or the general public and must be mindful that offenses committed on school grounds by or against students may lead to an escalation of violence or retaliation that may occur on school grounds or at other locations. Under no circumstances may any school employee prevent or discourage the victim of an offense from reporting the offense to a law enforcement agency. Schools are encouraged to consult with law enforcement concerning a non-mandatory report offense to discuss the appropriate level of intervention and available resources.

4.2. Stationhouse Adjustments

All municipal and other law enforcement agencies having patrol jurisdiction within the State of New Jersey shall make stationhouse adjustments available as a method of handling minor juvenile delinquency offenses within their jurisdiction. See Attorney General Directive

2008-2, Attorney General Guidelines for Stationhouse Adjustment of Juvenile Delinquency Offenses. A stationhouse adjustment is an alternative method that law enforcement agencies may use in their discretion to handle first-time juvenile offenders who have committed minor juvenile delinquency offenses within their jurisdiction. The availability of a stationhouse adjustment as a method of handling minor juvenile delinquency offenses does not require law enforcement agencies to use it unless they determine it is appropriate to do so. The intent of the stationhouse adjustment program is to provide for immediate consequences, such as community service or restitution and a prompt and convenient resolution for the victim, while at the same time benefitting the juvenile by avoiding the stigma of a formal juvenile delinquency record. In many instances, this early intervention will deter the youth from continuing their negative behavior and divert the youth from progressing further into the juvenile justice system.

Though a report to law enforcement allows officers to remain vigilant to the possibility of a criminal act occurring off school grounds, law enforcement is not required to file a formal complaint against a juvenile for any offense. In response to reports to law enforcement by schools, stationhouse adjustments should be employed whenever appropriate to avoid the stigma of a formal juvenile delinquency record. When considering whether to report an offense to law enforcement, schools should ensure that all available school resources and sanctions are employed prior to making the report.

4.3. Law Enforcement Response to Non-Mandatory Reports

The (*law enforcement agency*) receiving information about the commission of an offense pursuant to Article 4 of this Agreement shall respond promptly **by telephone or in person, and where appropriate, discuss with school officials whether further action is needed before contacting or involving the student.** When there is probable cause to believe that an offense has been committed, the (*law enforcement agency*) shall handle the matter in accordance with the provisions of the Attorney General's Executive Directive 1990-1 Concerning the Handling of Juvenile Matters by Police and Prosecutors.

4.4. Harassment, Intimidation, or Bullying (HIB)

Harassment, intimidation, or bullying (HIB) in school settings presents an ongoing challenge throughout New Jersey. Acts motivated either by 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, tear at the fabric of our society, pose grave risks to the physical and emotional well-being of children, and can quickly lead to retaliation, an escalation of violence both on and off school grounds, and even suicide. HIB may take a myriad of forms, encompassing even common activities such as the photographing or recording of one student by another.

To address this problem, New Jersey enacted the *Anti-Bullying Bill of Rights Act* (ABR) on January 5, 2011 (*N.J.S.A. 18A:37-13 et seq.*). The ABR sets forth standards and procedures for preventing, reporting, investigating, and responding to incidents of HIB of students that occur on school grounds, at school-sponsored functions, on school buses, and off school grounds. The

ABR further requires that policies be adopted through a process that includes representation of parents or guardians, school employees, volunteers, students, administrators and community representatives (*N.J.S.A.* 18A:37-15a). Upon request by a school district, law enforcement agencies must make available a representative to participate in this process (see Article 9.4 of this Agreement).

The ABR also mandates that New Jersey's Department of Education aid schools in complying with the law by revising its model policy and guidance. The Department complied with this requirement by promulgating *Model Policy and Guidance for Prohibiting Harassment, Intimidation and Bullying on School Property, at School-Sponsored Functions and on School Buses* (most recently revised in April 2011).

4.4.1. Statutory Definition

The *Anti-Bullying Bill of Rights Act* sets forth the following definition for HIB (*N.J.S.A.* 18A:37-14.):

“Harassment, intimidation or bullying” means any gesture, any written, verbal or physical act, or any electronic communication, whether it be a single incident or a series of incidents, that is reasonably perceived as being motivated either by 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, that takes place on school property, at any school-sponsored function, on a school bus, or off school grounds as provided for in section 16 of P.L.2010, c.122 (C.18A:37-15.3), that 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, 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 person or damage to his property;
- 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.

School investigations of HIB must determine whether conduct meets this definition.

4.4.2. HIB's Relationship to Criminal Conduct

Significantly, **the ABR does not criminalize HIB**. In fact, there is **no criminal offense** for HIB in the New Jersey Code of Criminal Justice. This creates a potentially

confusing situation: behavior that constitutes HIB may — but does not necessarily — comprise a criminal offense under New Jersey law. HIB is criminal only if the underlying conduct violates a provision of the Code of Criminal Justice. These criminal provisions may include not only bias intimidation, hazing, and cyber-harassment, which are discussed in Articles 3.16, 4.5, and 4.6 of this Agreement, but also assault, harassment, threats, robbery, and sexual offenses.

4.4.3. Reporting of HIB

4.4.3.1. Reporting of HIB by Schools to Law Enforcement

As set forth in Article 4.4.2 of this Agreement, HIB does not by itself constitute a criminal offense. Accordingly, there is no obligation on the part of school personnel to report HIB investigations to a law enforcement agency unless the conduct rises to the level of mandatory report, as outlined in Article 3.

An HIB event that occurs in school on a Friday can precipitate another event outside of school on a Saturday. Reporting these offenses allows law enforcement to remain vigilant, but does not require that any formal action be taken by law enforcement in response to the non-mandatory report. When making mandatory or non-mandatory reports, school officials agree to indicate any suspicions or evidence that the conduct was gang-related.

Victims of HIB also should be informed that they may report an alleged offense to the appropriate law enforcement agency; however, school officials should avoid expressing any opinion to victims as to whether the alleged conduct constitutes an offense under the Code of Criminal Justice. Under no circumstances shall any school employee prevent or discourage the victim of an offense from reporting the offense to a law enforcement agency.

4.4.3.2. Reporting of HIB to Division on Civil Rights

Incidents of HIB in schools may also implicate the New Jersey Law Against Discrimination, *N.J.S.A.* 10:5-1 to -49, if a school district's failure to reasonably address HIB has the effect of denying to a student any of a school's accommodations, advantages, facilities or privileges based on actual or perceived race, creed, color, national origin, ancestry, marital status, civil union status, domestic partnership status, pregnancy or breastfeeding, sex, gender identity or expression, affectional or sexual orientation, disability, or liability for service in the Armed Forces of the United States or nationality of such person. If law enforcement or school officials believe that incidents of HIB may implicate the school's obligations under the New Jersey Law Against Discrimination, they may voluntarily report the incidents to the New Jersey Division on Civil Rights, contact information available at www.njcivilrights.gov.

4.4.4. Preservation of Evidence and Chain of Custody

Whenever a school official receives from school employees or directly seizes a document, an electronic device or any other item that the official believes may contain evidence of HIB, reasonable precautions must be taken to prevent its theft, destruction or unlawful use by any person. It is understood and agreed that under no circumstances may any person alter,

destroy or otherwise dispose of any such evidence. Such evidence must be maintained in a locked and secure location and the handling of such evidence must be documented in order to provide a record that no one has had an opportunity to tamper with the evidence.

4.4.5. Reporting of HIB by Law Enforcement to Schools

In addition to the obligations to share law enforcement information with schools set forth in Article 9 of this Agreement, the law enforcement agency agrees to notify the principal of the school at which a student is enrolled when a student or a student's parent or guardian reports to the law enforcement agency that a student is the victim of HIB, as defined in the ABR.

Such reports are permissible pursuant to the authority of *N.J.S.A. 2A:4A-60c*, where a juvenile who is a student has been charged with an offense, or pursuant to *N.J.S.A. 2A:4A-60e*, which permits a law enforcement agency to verbally notify the principal of the school at which the juvenile is enrolled where the juvenile is under investigation or has been taken into custody but has not been formally charged with the commission of any act that would constitute an offense if committed by an adult, provided that the information may be useful in maintaining order, safety, or discipline in the school or in planning programs relevant to the juvenile's educational and social development. Such notification also must be provided when the alleged offending student is an adult. See Article 8.8 of this Agreement.

4.4.6. Coordination of HIB and Criminal Investigations

When a criminal investigation is initiated by law enforcement, but a school district has already initiated its own disciplinary investigation for the same incident or conduct, a school district generally agrees to suspend its own investigation until law enforcement has concluded its investigation. This best practice avoids hampering ongoing criminal investigations. Although the *Anti-Bullying Bill of Rights Act* (ABR) provides a ten school day timeframe to complete an HIB investigation, this investigation should be suspended or "stayed" when deemed appropriate and requested by law enforcement. The suspension or stay of a school district's HIB investigation may be appropriate when, among other things, there is a concern that witness statements and/or evidence could be adversely affected or detrimental to an ongoing criminal investigation.

Although, a law enforcement investigation focuses on whether there has been a violation(s) of the Code of Criminal Justice, an HIB investigation focuses on whether an act has been committed in violation of the ABR. In an effort to avoid hampering the independent efforts, and objectives, of both law enforcement and school officials, when law enforcement deems it appropriate for a school district to suspend or stay its HIB investigation because its own investigation could be compromised by a simultaneous or concurrent HIB investigation, it may request that the school district suspend or stay its HIB investigation. It is only when law enforcement affirmatively requests a school district to suspend or stay its HIB investigation that such an investigation should be suspended or stayed. If law enforcement does not affirmatively request a suspension or stay of an HIB investigation, a school district must comply with all applicable ABR timeframes. If law enforcement has not affirmatively requested a stay or suspension of an HIB investigation, but a school district believes that the action(s) involved may

constitute a criminal offense(s), it should contact law enforcement to inquire as to whether law enforcement may want to investigate the matter and, thereby, stay or suspend the school district's HIB investigation.

When law enforcement requests a suspension or stay of an HIB investigation, school officials must immediately memorialize this request, in writing, and advise the parent(s)/guardian(s) of the alleged perpetrator(s) and alleged victim(s) of law enforcement's request. Notice to the parents must include the fact that the time limit on filing a complaint in the Division on Civil Rights must not be delayed due to law enforcement's request. If the parent(s)/guardian(s) objects, either orally or in writing, to the suspension or stay of the school district's HIB investigation, law enforcement must seek appropriate legal assistance from the County Prosecutor's Office to obtain a formal court order compelling the stay. In addition, and more specifically:

- If law enforcement requests a suspension or stay of an HIB investigation, but the school district has not yet initiated its investigation, the school district must initiate its investigation but solely for the purpose of safeguarding the health and welfare of its students, and not for the purpose of determining whether HIB occurred. The school district's HIB investigation must remain open and stayed during the pendency of law enforcement's investigation. Upon completion of the law enforcement investigation, and following notification of that completion from the county prosecutor, the anti-bullying specialist must immediately resume the school's HIB investigation. In this instance, the anti-bullying specialist must have the ten school days to complete its HIB investigation.
- If law enforcement requests a suspension or stay of an HIB investigation, but the school district has already initiated its investigation, the school must immediately cease and stay its HIB investigation at the request of law enforcement while following the parental/victim notification requirements and seeking court orders to stay requirements set forth above. However, the school district must still be required to safeguard the health and welfare of its students. The school district's HIB investigation must remain open and stayed during the pendency of law enforcement's investigation. Upon completion of the law enforcement investigation, and following notification of that completion from the county prosecutor, the anti-bullying specialist must immediately resume the school's HIB investigation. In this instance, the anti-bullying specialist must have the number of days remaining in the ten school day timeframe to complete its HIB investigation (e.g., if law enforcement directs a school district to cease its investigation on day three, then the school district must have seven days, following clearance from the county prosecutor, to complete its HIB investigation).
- If law enforcement requests a suspension or stay of an HIB investigation, but the school district has already completed its investigation, the ten school day timeframe must be unaffected. However, in the event that additional information is available upon the completion of a criminal investigation, the ABR permits the school anti-bullying specialist to amend the original report with the results of the investigation to reflect the additional information (*N.J.S.A. 18A:37-15b(6)a*). The anti-bullying specialist should

review this additional information, and promptly determine whether the original report should be amended.

- If law enforcement requests a suspension or stay of school district action at any other point, including prior to the reporting of the results of the investigation to the chief school administrator or the board of education; the reporting of information to the parent(s)/guardian(s) of the alleged perpetrator(s) and alleged victim(s); a parental request hearing before the board of education; or prior to the issuance of the board of education's written decision; the school district must comply with this request while following the parental/victim notification requirements and seeking court orders, if necessary, to stay requirements set forth above. All school district action must be stayed during the pendency of law enforcement's request. Following notification of that completion from the county prosecutor, the school district must immediately resume any and all remaining action(s) required under law and regulation.

4.5. Hazing

Hazing is a process, based on tradition that is used by groups to maintain a hierarchy (i.e., a pecking order) within the group. Regardless of consent, the rituals require individuals to engage in activities that are physically and/or psychologically stressful. These activities can be humiliating, demeaning, intimidating, and exhausting, all of which results in physical or emotional discomfort. Hazing is about group dynamics and proving one's worthiness to become a member of a specific group. The newcomer, or victim, is hazed. Once accepted by the group, the victim may become a bystander, watch others get hazed, achieve senior status, and ultimately become a perpetrator of hazing.

In New Jersey, hazing is a separate criminal offense under *N.J.S.A. 2C:40-3*. School officials should be aware that hazing which involves the participation of a coach or a teacher may also constitute child abuse. Hazing may also involve other predicate crimes, such as sexual assault. Hazing may also constitute HIB. As noted in Article 4.4.2, although HIB is not a separately defined criminal offense, the conduct that constitutes bullying may constitute one or more criminal or disorderly person offenses, including assault, harassment, threats, robbery and sexual offenses.

4.5.1. Statutory Definition

The statute sets forth the following definition for hazing:

A person is guilty of hazing, a disorderly persons offense, if, in connection with initiation of applicants to or members of a student or fraternal organization, he/she knowingly or recklessly organizes, promotes, facilitates or engages in any conduct, other than competitive athletic events, which places or may place another person in danger of bodily injury (*N.J.S.A. 2C:40-3(a)*).

A person is guilty of aggravated hazing, a crime of the fourth degree, if he/she commits an act defined as hazing that results in serious bodily injury to another person (*N.J.S.A. 2C:40-*

3(b)). The consent of the person hazed is not a defense (*N.J.S.A. 2C:40-4*). Any other criminal conduct under the New Jersey Code of Criminal Justice also may be charged (*N.J.S.A. 2C:40-5*).

4.5.2. Reporting of Hazing

Accordingly, there is no obligation on the part of school personnel to report any hazing incident, unless the conduct rises to the level of mandatory report, as outlined in Article 3.

Hazing may also constitute HIB. Law enforcement officials agree to notify the principal of the school at which a student is enrolled when a student or a student's parent or guardian reports to the law enforcement agency that a student may be the victim of HIB, as defined in the *Anti-Bullying Bill of Rights Act*.

4.6. Cyber-Harassment

As of January 17, 2014, cyber-harassment constitutes a separate criminal offense in New Jersey (*N.J.S.A. 2C:33-4.1*). The law targets online communications that threaten to inflict a crime, an injury, physical harm, or are made with the intent to emotionally harm a reasonable person or to place a reasonable person in fear of physical or emotional harm. The offense of cyber-harassment may be charged as either a third or fourth degree felony, depending on the ages of the target and harasser.

4.6.1. Statutory Definition

The statute sets forth the following definition for cyber-harassment:

1.a. A person commits the crime of cyber-harassment if, while making a communication in an online capacity via any electronic device or through a social networking site and with the purpose to harass another, the person:

- (1) threatens to inflict injury or physical harm to any person or the property of any person;
- (2) sends, posts, comments, requests, suggests, or proposes any lewd, indecent, or obscene material to or about a person; or
- (3) threatens to commit any crime against the person or the person's property.

b. Cyber-harassment is a crime of the fourth degree, unless the person is 21 years of age or older at the time of the offense and impersonates a minor for the purpose of cyber-harassing a minor, in which case it is a crime of the third degree.

c. If a minor under the age of 16 is adjudicated delinquent for cyber-harassment, the court may order as a condition of the sentence that the minor, accompanied by a parent or guardian, complete, in a satisfactory manner, one or both of the following:

- (1) a class or training program intended to reduce the tendency toward cyber-harassment behavior; or

- (2) a class or training program intended to bring awareness to the dangers associated with cyber-harassment.
- d. A parent or guardian who fails to comply with a condition imposed by the court pursuant to subsection c. of this section is a disorderly person and must be fined not more than \$25 for a first offense and not more than \$100 for each subsequent offense (*N.J.S.A. 2C:33-4.1*).

4.6.2. Reporting of Cyber-Harassment

Accordingly, there is no obligation on the part of school personnel to report any cyber-harassment incident, unless the conduct rises to the level of mandatory report, as outlined in Article 3.

Cyber-harassment may also constitute HIB. Law enforcement officials agree to notify the principal of the school at which a student is enrolled when a student or a student's parent or guardian reports to the law enforcement agency that a student may be the victim of HIB, as defined in the *Anti-Bullying Bill of Rights Act*.

4.7. Sexting

Sexting, or the sending of sexually explicit photos by electronic means such as text message, may constitute a criminal act pursuant to New Jersey's child pornography laws. For instance, it is a crime to give to someone else, offer to give to someone else, transfer, disseminate, distribute, circulate, or possess pornography depicting a child, defined as a person younger than 18 (*N.J.S.A. 2C:24-4*). Penalties for violating such laws include not only significant time in prison but also mandatory registration as sex offenders.

4.7.1. Reporting of Sexting

Sexting has become increasingly common among both pre-teens and teens who may be unaware that it can compromise not only their social reputation, but their digital reputation as well. Once a photograph has been sent out, it becomes difficult, if not impossible, to know how many people have saved it, tagged it, shared it, etc. Unfortunately, the photograph could resurface years after it was taken and posted. Working proactively with law enforcement is often the best way to quickly ascertain who has a digital copy of the photograph and to destroy it before it can be further circulated.

School officials agree to immediately report to law enforcement officials any sexting incident that rises to the level of mandatory report, as outlined in Article 3. In addition, schools are encouraged to consult with law enforcement for any incident that may require outside investigation. New Jersey has created an alternative to criminal prosecution for teens charged with child pornography as a result of sexting (*N.J.S.A. 2A:4A-71.1*). If the court deems it appropriate, these teens may be ordered to participate in an educational program or counseling in lieu of prosecution. Both the creator and subject of the sexting image must be younger than 18 to be eligible for this program.

Sexting may be also constituting HIB. Law enforcement officials agree to notify the principal of the school at which a student is enrolled when a student or a student's parent or guardian reports to the law enforcement agency that a student may be the victim of HIB, as defined in the *Anti-Bullying Bill of Rights Act*.

4.8 Offenses Involving Computers, the Internet and Technology

4.8.1. Purpose

Computerized devices such as cell phones, smart phones, digital cameras, PDAs, laptop computers and desktop computers have become a part of our daily lives. The growth of the Internet and local computer networks makes information and communication immediately accessible. However, access to this technology and information potentially can be used for harmful purposes that can cause great disruption in a school. In 2003, a series of laws were passed allowing for the prosecution of new crimes, such as unauthorized computer access and damage which such access may cause. In addition, digital cameras, digital photos, digital videos, cell phones, e-mail and the Internet are increasingly used to commit crimes. The purpose of this section of the Agreement is to recognize some of the areas where law enforcement and educational professionals should cooperate to ensure a unified response to the illicit and harmful use of technology by students, teachers, administrators and other school staff. These areas include:

- 1) Unauthorized access to school networks.
- 2) Harassment and threats via electronic media.
- 3) Use of technology to facilitate other crimes.
- 4) Blogging (free speech).
- 5) Limitation of electronic devices, such as cell phones, pagers and cameras, on school grounds.

4.8.2. Unauthorized Access to School Networks, Harassment and Threats via Electronic Media, and the Use of Technology to Facilitate Other Crimes

Unauthorized access to school networks is a prosecutable offense under *N.J.S.A. 2C:20-23 et seq.* Any damage to the network may result in more severe penalties. School officials may consider unauthorized accessing of a school network to be an internal matter and not advise law enforcement authorities. However, law enforcement personnel are specially trained in forensic computer analysis. The ability to accurately assess the level of intrusion into a computer system is best handled by law enforcement professionals. Often the significance of an attack on the integrity of a school computer network can extend into the community. The ability of law enforcement to quantify any unauthorized use or access can bring peace of mind to concerned citizens in the community. Accordingly, when notification to law enforcement is appropriate, notification should be made to law enforcement immediately upon learning of unauthorized access.

In addition to accessing computer systems, it has unfortunately become commonplace for juveniles to utilize electronic forms of communication to harass and threaten other students or

individuals. The mere fact that the communication is in electronic form, rather than oral or written form is irrelevant. School personnel should be guided by the reporting obligations elsewhere in this agreement. School personnel should be mindful of the fact that forensic computer analysis of an individual computer or network can result in valuable evidence for an investigation. Therefore, when notification to law enforcement is appropriate, the entirety of the investigation should be conducted by law enforcement so as not to compromise the integrity of potential evidence.

Finally, computers and other forms of current and emerging technology may be used to facilitate other criminal activity. Financial information, identifying information and illicit images may all be contained on a suspect's computer. Therefore, it is vital that law enforcement be notified immediately when a school learns that a juvenile may be using a computer to violate the law. Similarly, cell phones, smart phones, tablets, PDAs and other electronic communication devices should be turned over to the police, not parents, when the school comes into possession of items which they suspect may contain evidence of criminal behavior. For any offense committed on media, reporting should be guided by Articles 3 and 4 in this agreement.

4.8.3. Blogging and Free Speech Issues

The creation of a "web-log" or "blog" is a current trend for many individuals using the Internet. A blog is personal space on the world-wide-web devoted to a particular topic. Often a single individual authors a blog, or as is becoming more common, access to the blog is 'open' and anyone may post an entry. Blogging is not limited to text, and information which can be stored electronically may be placed in a blog: music, photos and videos, for example, all can become part of a blog.

There are many free blog sites available for use by anyone with Internet access. Registration requirements are often loose and potentially ineffective. Blogs have become a public forum for many people, including students, to post a variety of personal information, including biographical information, opinion, media, and insulting or harassing speech.

Law enforcement officials, while vigilant in the pursuit of criminal activity, are often faced with the issue of "free speech" under the Federal and New Jersey Constitutions. Prosecution of individuals who harass or threaten specific groups or individuals is commonplace. However, law enforcement may be unable to prosecute those who merely publish an opinion or a photograph. School personnel as well as students often are the target of information contained in blogs.

4.8.4. Reporting of Blogging and Free Speech Issues

Accordingly, there is no obligation on the part of school personnel to report any blogging or free speech issues, unless the conduct rises to the level of mandatory report, as outlined in Article 3.

Law enforcement authorities have the ability to preserve evidence before the author has an opportunity to alter it. If such information is brought to the attention of law enforcement, a

legal determination will be made on whether the information contained in the blog is constitutionally protected and whether it is criminal in nature.

Article 5. Notice of Arrests

5.1. Arrests of Students on School Grounds

Whenever a student has been arrested on school grounds, the law enforcement officer or agency involved shall, as soon as practicable, notify the building principal. Whenever possible, such notice shall be given before the student has been taken off school grounds. Where the student is a juvenile, all information concerning the circumstances of the arrest shall be provided to the building principal on a confidential basis and in accordance with the provisions of *N.J.S.A. 2A:4A-60d(3)*. See Article 8.4 of this Agreement for a synopsis of those laws.

5.2. Arrests of Non-Students on School Grounds

Where a person other than an enrolled student is arrested on school grounds, the building principal shall be advised as to the circumstances of the offense and the identity of the offender, provided that where the person arrested is a juvenile, it is understood that the law enforcement agency or officer involved is not permitted to divulge any information that would violate the laws governing the disclosure of juvenile information. See Article 8.4 of this Agreement for a synopsis of those laws.

5.3. Arrests of Students off School Grounds During Operating School Hours

When a student is arrested off school grounds during operating school hours, or under circumstances that would lead the arresting officer to believe that a school official was responsible for the care and custody of the student at the time of the arrest, or where the arresting officer reasonably believes that the student was in transit between school and his home at the time of arrest, the arresting officer shall, as soon as practicable, notify the building principal of the school in which the student is enrolled. All information concerning the basis and circumstances of the arrest shall be provided to the building principal on a confidential basis and in accordance with the provisions of *N.J.S.A. 2A:4A-60*, as summarized in Article 8.4 of this Agreement.

5.4. Parental Notification

When the building principal is advised of a student's arrest, pursuant to the provisions of this Agreement, the principal or his or her designee will, as soon as practicable, and in accordance with *N.J.A.C. 6A:16-6.2(b)3* and 11 and the associated board of education policies and procedures regarding parental notification, contact a parent or guardian of the student. It is understood that the law enforcement agency making the arrest also is required to attempt to contact the student's parent or guardian pursuant to *N.J.S.A. 2A:4A-33*.

It is agreed that the (*school official*) shall at the request of the (*law enforcement agency*) and/or the County Prosecutor's Office provide information concerning the efforts by the principal or school staff to contact and notify the student's parent(s) or guardian.

Article 6. Arrest Protocols

For the purpose of this Agreement, the term “arrest” shall include the taking into custody of a juvenile for any offense which if committed by an adult would constitute a crime or disorderly persons offense.

6.1. Requests by School Officials

All requests by any school official to summon a law enforcement officer for the purpose of making an arrest on school grounds, pursuant to *N.J.A.C. 6A:16-6.2(b)2* and 9, whether for a suspected violation of the Comprehensive Drug Reform Act or for a suspected violation of any other criminal statute, should be directed to the (*designated police liaison or to the chief of the department having patrol jurisdiction*). Nothing herein shall be construed in any way to preclude or discourage any person from dialing “9-1-1” to report an emergency.

6.2. Minimizing Disruption of the Educational Process

It shall be the general policy of (*law enforcement agency*) when making any arrest on school grounds to minimize the disruption of the school environment to the greatest extent possible, consistent with the requirements of public safety. Accordingly, substantial weight shall be given by the law enforcement officer assigned to make the arrest to the specific recommendations of the building principal or local chief school administrator as to the time, place, and manner for effecting the arrest.

6.2.1. Arrests to be Conducted in Private

So as to minimize any disruption of the educational environment, every reasonable effort should be made to effect the arrest in the building principal's office, or in some other designated area away from the general student population.

6.2.2. Preferred Use of Plainclothes Officers to Effect Arrest

Where feasible, the responding law enforcement officer(s) should be in plainclothes, use unmarked police vehicle(s) and refrain from using a siren or flashing overhead lights. In addition, the number of responding officers should be kept to a minimum, consistent with the requirements of public safety.

6.2.3. Cooperation with Arrests on School Property

It is understood and agreed that school officials shall cooperate with law enforcement officials and shall not provide sanctuary from arrest to any person, and that school officials shall not interfere with or impede any law enforcement officer in the performance of his or her duties.

6.3. Other Spontaneous Arrests

6.3.1. Notice to Building Principal

In cases in which a law enforcement agency responds during operating school hours to a suspected offense reported by someone other than the building principal or local chief school administrator, or where a law enforcement officer observes the occurrence of an offense on school grounds during operating school hours which would justify a warrantless arrest, or where a person subject to arrest retreats onto school grounds during operating school hours, the arresting law enforcement officer shall notify the building principal as soon as it is practical to do so. Where the arrest involves a student enrolled in the school, the building principal shall, wherever feasible, be notified before the student is taken from school grounds.

6.3.2. Minimizing Disruption

When effecting any spontaneous arrest on school grounds during operating school hours, every reasonable precaution shall be taken to minimize the disruption of the school environment to the greatest extent possible, consistent with the requirements of public safety.

6.4. Planned Arrests

Whenever a planned arrest is to occur on school grounds, the building principal or local chief school administrator shall be advised and consulted before the arrest occurs.

Article 7. Law Enforcement Operations

7.1. Inquiries Regarding Law Enforcement Operations

All inquiries or complaints received by school personnel regarding interviews, investigations, arrests or other operations conducted by sworn law enforcement officers shall be directed to the appropriate law enforcement agency. This shall apply to inquiries from parents, guardians, the press or any other sources. A school official receiving such an inquiry or complaint shall also notify the appropriate law enforcement agency of the nature of the inquiry or complaint (*N.J.A.C. 6A:16-6.3*).

7.2. Interrogations and Interviews

No law enforcement officer shall direct, solicit, encourage, attend or otherwise participate in the questioning of any juvenile by school officials unless such questioning could be lawfully conducted by the law enforcement officer acting on his or her own authority in accordance with the rules and procedures governing law enforcement interrogations and interviews. All information obtained by school employees concerning the commission of an offense, whether obtained as a result of the questioning of a student or otherwise, shall be referred to the appropriate law enforcement agency, provided however, that nothing in this Agreement shall be construed to authorize or require a school employee to divulge information or records in violation of the confidentiality requirements of 42 C.F.R. Part 2, or any other applicable state or federal regulation, law or rule of evidence concerning confidential and privileged

communications. The procedures for and responsibilities of staff, with regard to interviews of students suspected of possessing or distributing a controlled dangerous substance, including anabolic steroids, drug paraphernalia or a firearm or other deadly weapon shall be in accordance with *N.J.A.C.* 6A:16-6.1 et seq. and the associated board policies and procedures. Notification of parents in instances of law enforcement interviews involving their children will be made by school staff in accordance with *N.J.A.C.* 6A:16-6.2(b) and the associated board policies and procedures. It is understood that law enforcement officials need not contact parents to interview a minor student when the student is not the target of an investigation. However, law enforcement officials must contact parents to interview a minor student when the student is a target of an investigation.

7.3. Undercover School Operations

Undercover school operations are designed to disrupt ongoing drug-distribution activities. These operations are difficult to implement and require extensive planning, cooperation, and secrecy. Attorney General Executive Directive 1988-1 imposes strict limitations on the use of this investigative tactic. The Attorney General Directive is designed to protect the educational environment of a school and to minimize the risk of injury to students and undercover officers. Rules and regulations promulgated by the State Board of Education and codified at *N.J.A.C.* 6A:16-6.2(b)7 require local district boards of education to adopt and implement policies and procedures to ensure cooperation between school staff and law enforcement authorities in all matters relating to undercover school operations.

7.3.1. Requests to Conduct Operations

a. All requests by school officials to undertake an undercover school operation in a particular school or school district will be directed to the local chief of police or, where appropriate, to the Superintendent of State Police. However, it is understood that the ultimate approval of all undercover school operations can only be granted by (*designated school official*) and (*the county prosecutor*) or, where appropriate, the Attorney General or his or her designee. When the school official designated as the liaison for law enforcement is the person under investigation, school districts are encouraged to have a plan in place on who should report to law enforcement (e.g., the liaison's supervisor or the chief school administrator).

b. A request to undertake an undercover school operation will not be made public by either the requesting school official or the law enforcement agency receiving the request.

c. The county prosecutor or the Attorney General or his or her designee will make a good faith effort to comply with all reasonable requests to initiate an undercover operation, considering the scope and nature of the substance abuse or weapons-related problem in the school or district and the availability of law enforcement resources.

d. Where the county prosecutor or the Statewide Narcotics Task Force is for any reason unable to comply with a request to undertake an undercover school operation, the county prosecutor or the Attorney General or his or her designee will promptly notify the requesting school officials.

e. The decision to decline a request to undertake an undercover school operation shall not be made public by either the requesting school officials or the law enforcement agency receiving the request.

f. Nothing herein shall be construed to preclude law enforcement officials from initiating a request to conduct an undercover school operation pursuant to Section 2 of this Addendum.

7.3.2. Consultation and Cooperation

a. As a practical matter, a successful undercover school operation cannot take place without the assent and continuing cooperation of the building principal and local chief school administrator and, except as may be expressly provided herein, none shall be attempted without such assent and continuing cooperation. Accordingly, prior to the placement of any undercover officer in a school, the school building principal and the local chief school administrator will be consulted unless there are compelling reasons not to consult with either of these officials. Where the Attorney General determines that compelling reasons exist, an alternative school official or officials will be designated who will be consulted in lieu of the building principal or local chief school administrator prior to the placement of an undercover officer in a school and throughout the course of the operation.

b. In any case where the undercover school operation has not been requested by an appropriate school official, the law enforcement agency proposing the operation will advise the building principal and local chief school administrator of the nature of the proposed operation and will, to the greatest extent possible, explain the reasons why the operation is necessary and appropriate. This explanation should include a description of the extent and nature of the suspected drug trafficking or weapons-related activities occurring within the school environment that would justify the operation. It is understood and agreed that law enforcement officials will not be required or permitted to divulge any information received in confidence, whether from an informant or otherwise, or that would violate the laws or court rules governing the disclosure of juvenile offender information, grand jury information, or information derived from electronic surveillance.

c. It is understood and agreed that undercover school operations should not necessarily be limited to schools falling within any particular region or demographic setting e.g., rural, suburban, urban center, or any particular district factoring group (i.e., a composite measure of socioeconomic status within a geographic area). Rather, subject to the availability of resources, undercover school operations should be proposed and conducted in any district or school where the designated law enforcement and school officials determine that such operations would be beneficial.

d. Information provided by law enforcement to the building principal or local chief school administrator will be kept strictly confidential and will not be divulged by the building principal or local chief school administrator to any other person without the express approval of the county prosecutor or, where appropriate, the Attorney General or his or her designee.

e. No law enforcement officer will disclose the fact that an undercover school operation has been proposed, requested, or is being or has been considered with respect to any particular school or school district.

f. The building principal and the local chief school administrator will be afforded the opportunity to offer specific concerns regarding the conduct of any proposed undercover school operation, and will also be given the opportunity to make general or specific recommendations as to how to minimize the impact of the proposed operation on the educational environment, existing substance abuse counseling programs, and the relationship between school authorities, the law enforcement community, and the student population. In developing an undercover school operation plan, and throughout the course of the operation, the law enforcement agency conducting the operation will give due consideration to the concerns and recommendations offered by the building principal and local chief school administrator. Furthermore, these school officials will be advised whenever the law enforcement agency conducting the undercover school operation is for any reason unable or unwilling to follow any proposed recommendation. However, it is understood that the law enforcement agency responsible for conducting the undercover operation shall maintain control of the logistics of any operation once begun.

g. The law enforcement agency conducting the undercover school operation will provide to the building principal and local chief school administrator a detailed briefing concerning the logistical and record keeping requirements associated with successfully placing an officer undercover. The building principal and local chief school administrator may contact the designated liaison who will be available on a 24-hour basis to respond to any problems or inquiries.

7.3.3. Security; Limited Disclosure Agreements; Early Termination

a. The building principal and local chief school administrator will be informed as to the identity of any person assigned to an undercover investigation unless there are compelling reasons, as shall be determined by the Attorney General, not to inform either of these officials. The building principal and local chief school administrator, and any other school officials or employees who may be informed as to the identity of the undercover officer, will safeguard the identity of that officer and will not disclose the existence of a contemplated or ongoing undercover school operation to any person.

b. In the event that the building principal, local chief school administrator or any other school official or employee who may have been informed as to the existence of the operation subsequently learns of any information that suggests that the true identity of the undercover officer has been revealed, or that any person has questioned the identity or status of the undercover officer as a bona fide member of the school community, or that the integrity of the operation has been in any other way compromised, such information will be immediately communicated to the law enforcement agency conducting the operation or to the county prosecutor.

c. The school principal and local chief school administrator will be advised whenever an undercover school operation has been suspended or terminated or whenever the undercover officer is permanently removed from the school environment.

7.3.4. Use of Undercover Officers as School Employees

It is understood that no undercover school operation may be conducted that entails the placement of an undercover officer as a certified member of the school community without prior written approval of the Attorney General with notice given to the Commissioner of Education, or in the case of non-public schools, the chief school officer. It is understood that the Attorney General will base his approval upon a finding that 1) other law enforcement methods would not be effective, and 2) there is a reasonable articulable suspicion that adult school employees or other non-student member(s) of the school community are engaged in drug trafficking or unlawful weapons-related activities. In that event, and upon such findings, the underlying purpose of the operation would not be to identify or to apprehend student offenders, but rather to identify and to apprehend suspected adult or non-student offenders. Furthermore, the law enforcement agency involved will develop, in consultation with the building principal and local chief school administrator, those steps that will be taken to minimize the undercover officer's contact with, and impact upon, the student population. It is understood that no undercover officer will be permitted to teach a formal class of instruction without the approval of the Attorney General and local chief school administrator, and that in no event will an undercover officer posing as a non-student member of the school community be permitted to establish or to simulate any confidential, trust or counselor relationship with any student.

7.3.5. Limitations on Undercover Officer Conduct

a. *Code of Student Conduct Infractions.* It is understood that an undercover officer cannot be expected to pose as a model student. Nonetheless, no undercover officer will engage in any activities that unduly disrupt the educational environment, or that amount to code of student conduct infractions of such a nature and magnitude so as to prevent other students from enjoying the full benefits of that educational environment. An undercover officer will at all times respect the rights of teachers and other students.

b. *Confidentiality of Treatment Records.* Federal regulations and state policies concerning the confidentiality of treatment and substance abuse counseling program records and information will be strictly safeguarded. No law enforcement activity will be permitted in any way to interfere with, intrude upon, or compromise the integrity of any substance abuse counseling or treatment program.

c. *Entrapment.* No undercover officer will encourage or counsel any student to purchase or use alcohol or any controlled dangerous substance.

d. *Firearms Policy.* It is understood that undercover work concerning drug trafficking activities is inherently dangerous. Accordingly, it is understood and agreed that law enforcement will take all measures that are necessary and appropriate to protect the undercover officer, as well as to protect all students with whom the undercover officer may come in contact, and to avoid potentially violent confrontations whenever possible. In general, an undercover officer will not carry a firearm or otherwise bring onto, or maintain, a firearm on school grounds. An exemption from the general rule prohibiting the carrying or bringing onto school grounds of a firearm will only be granted with the express approval of the officer's immediate superior, unless otherwise specified in the plan approval process for good cause shown. Any firearm brought

onto school grounds will ordinarily be contained in a closed and fastened case locked in the trunk of an automobile operated by the undercover officer. It is assumed, moreover, that any exemption from the general weapons carrying policy agreed to herein will only be rarely sought, and approval to carry a firearm onto school grounds will only be granted where alternative means of providing adequate security or support are not feasible.

e. *Non-Participation in Treatment.* No undercover officer will in any way participate in or attend any drug or alcohol abuse treatment or counseling program. In the event that an undercover officer is referred to, or recommended to participate in, a counseling or treatment program by a teacher or school staff member, the undercover officer will report the circumstances of that referral or recommendation to his superiors and will decline such referral or recommendation.

f. *Preservation of Teacher Trust Relationships.* No undercover officer will engage in any activity or conversation that would require any teacher or school official to violate or compromise a trust relationship with any student.

g. *Romantic Involvement.* No undercover officer will encourage or participate in any romantic relationship with any student during the course of an undercover operation.

h. *Treatment.* No undercover officer will discourage any student from seeking drug or alcohol abuse treatment or counseling, or from reporting his or her own alcohol or substance abuse problem or dependency.

i. *Use and Distribution Prohibition.* No undercover officer will ingest or inhale (other than passive inhalation) any controlled dangerous substance; nor will any undercover officer be permitted to distribute or dispense any controlled dangerous substance without the express approval of the county prosecutor or, where appropriate, the Attorney General or his or her designee. Under no circumstances will an undercover officer sell or transfer a firearm on school grounds or to a student without the express prior approval of the county prosecutor, or, where appropriate, the Attorney General or his or her designee.

7.3.6. Post-Operation Report

It is understood that following the termination of every undercover school operation, the county prosecutor or the Assistant Attorney General in charge of the Statewide Narcotics Task Force will prepare a post-operation report that will be transmitted to the Attorney General. The report will discuss the results and impact of the operation and any logistical or policy problems which were encountered. The report will also include recommendations for improved procedures in dealing with potentially recurring problems. The county prosecutor or the Assistant Attorney General in charge of the Statewide Narcotics Task Force will solicit the comments and recommendations of the building principal and local chief school administrator, and these comments and recommendations will be included in the post-operation report. The contents of a post-operation report will be publicly disclosed, and a copy will be provided to the building principal, the local chief school administrator, the executive county superintendent and the Commissioner of Education.

7.3.7. Post-Operation Seminars

To maximize the deterrent impact of an undercover school operation, the law enforcement agency conducting the operation will make available officers to participate in seminars which, upon the invitation of appropriate school officials, may be held in the school in which the operation was conducted. The purpose of these seminars will be to discuss with teachers, parents and/or students the nature of the completed operation, the steps taken to minimize the intrusion into the educational environment, and to discuss the substance abuse or weapons-related problem from a law enforcement perspective. It is the agreed upon policy of the parties to the attached Agreement to promote the frank and open discussion of issues concerning the need for such operations, and to solicit opinions and recommendations from teachers, parents, students and members of the community-at-large.

7.4. Planned Surveillance

7.4.1. Live Streaming Video

Pursuant to *N.J.S.A. 18A:41-9*, if at least one school building of a school district is equipped with video surveillance equipment that is capable of streaming live video wirelessly to a remote location, the board of education and local law enforcement shall enter into a memorandum of understanding which provides the authorities with the capacity to activate the equipment and view the live streaming video.

The memorandum of understanding, at a minimum, shall include:

1. A list of designated persons, including contact information, position, rank, and supervisor's contact information, of those who are authorized to activate the equipment to view the live streaming video. The list may be executed as a confidential attachment to the memorandum of understanding.
2. Description of the circumstances under which the designated individuals could activate and view the live streaming video.
3. A detailed plan for preventing and detecting unauthorized access to live streaming video.

In the case of a school building that is located in a municipality in which there is no municipal police department, the board shall enter into a memorandum of understanding with an entity designated by the Superintendent of State Police.

In the event that the parties to the memorandum of understanding are unable to reach an agreement regarding any provision required [(1) – (3) above] , the County Prosecutor shall make the final determination regarding that provision.

Nothing in this section shall be construed as requiring installation of video surveillance equipment capable of streaming live video wirelessly to a remote site.

7.4.2. Notice and Consultation

In the absence of compelling or exigent circumstances, as shall be determined by the county prosecutor or the Attorney General or his or her designee, no planned narcotics surveillance operation as defined in this Agreement will be conducted during operating school hours without first consulting with the building principal or local chief school administrator of the school involved.

7.4.3. Limitations; Targeted Subjects

Nothing in this Agreement shall be construed to prevent any law enforcement officer from making any observations from any place or property not owned or used by a school or school board, except that a planned narcotics surveillance or any other form of observation should, wherever possible, be limited to observing 1) those specific individuals or groups of individuals who are believed to be involved in drug trafficking or weapons-related activities, or 2) those specific areas or places on school grounds, where drug use or trafficking or weapons-related activity is believed to occur frequently.

7.5. School Searches

7.5.1. Searches Conducted Independently by School Officials

No law enforcement officer shall direct, solicit, encourage or otherwise actively participate in any specific search conducted by a school official unless such search could be lawfully conducted by the law enforcement officer acting on his or her own authority in accordance with the rules and procedures governing law enforcement searches. Nothing in this Agreement shall be construed to preclude a law enforcement officer from taking custody of any item or substance seized by any school employee, pursuant to *N.J.A.C. 6A:16-6.2(b)5iv*.

7.5.2. Notice to Law Enforcement of Seizure of Contraband

School officials shall immediately notify law enforcement officers whenever a school employee comes into possession, whether as a result of a search or otherwise, of any substance or item believed to be a controlled dangerous substance, drug paraphernalia, firearm, or non-firearm weapon used or threatened to be used in committing an offense.

7.5.3. Law Enforcement Assumption of Responsibility

School officials shall permit law enforcement officers upon their arrival to the scene to assume responsibility for conducting any search, in which event the standards governing searches conducted by law enforcement officers shall prospectively apply.

7.5.4. Legal Questions during Conduct of Law Enforcement Search

Any questions by school officials concerning the legality of any contemplated or ongoing arrest, search or seizure conducted by a law enforcement officer on school grounds should be directed to the (*appropriate county prosecutor*), pursuant to *N.J.A.C. 6A:16-6.2(b)5ii*, or in the case of an arrest, search or seizure undertaken by a member of the State Police, Division of Criminal Justice, or federal law enforcement officer to the Director of Criminal Justice.

7.5.5. Agreement Does Not Constitute a Request to Conduct Searches

Nothing in this Agreement shall be construed in any way to require any school official to actively participate in any search or seizure conducted or supervised by a law enforcement officer; nor shall this Agreement be construed to direct, solicit or encourage any school official to conduct any search or seizure on behalf of law enforcement, or for the sole purpose of ultimately turning evidence of a crime over to a law enforcement agency. Rather, it is understood that any search or seizure conducted by school officials shall be based on the school officials' independent authority to conduct reasonable investigations as provided in *New Jersey v. T.L.O* and, pursuant to *N.J.A.C. 6A:16-6.2(b)5*.

7.5.6. Search and Seizure Legal Advice to School Officials

Any question by a school official concerning the law governing searches conducted by school officials may be addressed to the (*county prosecutor or his or her designee*).

7.5.7. Requests to Use Drug-Detection Canines

It is understood and agreed that all inspections of lockers, desks, or other objects or personal property on school grounds involving the use of law enforcement drug-detection canines shall be conducted in accordance with the policies and procedures established in the *New Jersey School Search Policy Manual*; shall comply with the "Special Rules and Procedures Governing the Use of Law Enforcement Canines to Conduct Suspicionless Examinations" set forth in Chapter 4.5 F of that manual; and shall conform to *N.J.A.C. 6A:16-6.2(b)5vi*. No such operation shall be undertaken without the express permission of the county prosecutor or the Director of the Division of Criminal Justice or his or her designee in the New Jersey Department of Law and Public Safety. It is further understood and agreed that the (*designated school official*) shall not invite or approve the use of a privately-owned drug-detection canine without first providing notice of the intention to use any such private service to the (*law enforcement agency*) and the county prosecutor, and it is further understood and agreed that if any such private drug-detection canine alerts to the presence of a controlled dangerous substance, any substance, paraphernalia, or other evidence of an offense seized by any person pursuant to such alert shall be turned over to (*law enforcement agency*) or the County Prosecutor's Office in accordance with the provisions of Articles 3.2 and 3.4 of this Agreement.

7.6. Routine Patrols

7.6.1. Visible Enforcement Plans

The (*police department*) shall maintain at appropriate times a visible police presence within all drug-free school zones, and shall file and periodically update a confidential report with the (*prosecutor*) detailing how these zones are to be patrolled.

7.6.2. Notice to School Officials

Where a patrol plan requires an officer periodically to enter onto school grounds, the (*police department*) shall advise the appropriate (*school building principal and local chief school administrator*). It is understood and agreed that any portion of a patrol plan disclosed to school officials in accordance with this subsection shall be kept strictly confidential.

7.6.3. On-Site Reporting

Except when responding to an emergency, no on-duty police officer will enter any school building without first complying with the procedures established by the school for the reporting of visitors. It shall be the responsibility of each police department or agency with patrol responsibilities to make certain that all officers are familiar and comply with the reporting policies established by each school within the law enforcement agency's jurisdiction.

7.7. Police Presence at Extra-Curricular Events

It is our agreed upon policy that (*police department with patrol responsibilities*), working in conjunction with appropriate school officials, should, whenever possible, provide for the presence of uniformed police officer(s) at any event at which the chief school administrator believes it would be in the interest of public safety. In the absence of compelling reasons as may be determined by the (*county prosecutor or chief executive officer of the law enforcement agency having patrol jurisdiction*) it is understood and agreed that uniformed police officers shall not be assigned to school functions, and especially those functions occurring within school buildings, except with the approval of the building principal or local chief school administrator. All requests by school officials for law enforcement agencies to provide for a uniformed presence at any school event should be made in accordance with *N.J.A.C. 6A:16-6.2(b)10* and directed to (*local police or liaison, local chief executive officer of the law enforcement department or agency having patrol jurisdiction*).

7.8. Truancy; Assistance Provided to Attendance Officers

The sheriff and his officers and all police officers and constables are required to assist school attendance officers in the performance of their duties (*N.J.S.A. 18A:38-30*). Assistance shall, when practicable, include accompanying attendance officers to the homes of students in circumstances where attendance officers may have concerns for their safety. However, attendance officers are not law enforcement officers and law enforcement officers should not provide assistance of a type that would not be available to other civilian investigators. For example, law enforcement officers should not use law enforcement computer systems to run

motor vehicle checks or criminal background checks for attendance officers. Law enforcement officers should also keep in mind that when accompanying an attendance officer to a home, they have no additional authority to demand entry to the home if the occupants do not consent and there is no emergency that would justify entry into the home.

7.9. Dispute Resolution Procedures

It is understood and agreed that any dispute or objection to any proposed or ongoing law enforcement operation or activity on school grounds will be consistent with *N.J.A.C.* 6A:16-6.2(b)15, and shall be directed by the appropriate school official to the chief executive officer of the law enforcement agency involved. Where the chief executive officer of the agency is for any reason unable to satisfactorily resolve the dispute or objection, the matter shall be referred to the (*county prosecutor*), who is hereby authorized to work in conjunction with the (*executive county superintendent of schools*) and, where appropriate, the Division of Criminal Justice, to take appropriate steps to resolve the matter. Any dispute that cannot be resolved at the county level shall be resolved by the Attorney General whose decision shall be binding.

Article 8. Confidentiality and School Access to Law Enforcement Information

8.1. Substance Abuse Confidentiality Laws

The New Jersey Legislature on January 12, 1998 adopted P.L. 1997, c. 362, in accordance with the Governor's conditional veto recommendations. The law, codified at *N.J.S.A.* 18A:40A-7.1 et seq., and the supportive regulations at *N.J.A.C.* 6A:16-3.2(a)2 and 6.5, afford confidentiality protections to a public or private secondary school pupil who is participating in a school-based drug or alcohol abuse counseling program where that pupil provides information during the course of the counseling session that indicates that the pupil's parent or guardian or other person residing in the pupil's household is dependent upon or illegally using a controlled dangerous substance. The New Jersey confidentiality statute is broader than the federal confidentiality statute and regulations (42 C.F.R. Part 2) in that it applies to any student who is participating in a school-based alcohol or drug abuse counseling program, even if the student is not personally abusing substances, but rather is seeking counseling to deal with the problems related to the substance abuse of another. The federal law, in contrast, only provides confidentiality protections to persons who are "patients," that is, persons who are receiving counseling for their own substance abuse problem. The state confidentiality law nonetheless features an important exception to the general rule of preserving confidentiality. Specifically, the State law is expressly subject to the provisions of *N.J.S.A.* 9:6-8.10, and thus does not prevent school officials from disclosing information to Child Protection and Permanency (CP&P) or to a law enforcement agency "if the information would cause a person to reasonably suspect that the secondary school pupil or another child may be an abused or neglected child." Accordingly, it is understood and agreed that the confidentiality statute in no way relieves the duty established pursuant to *N.J.S.A.* 9:6-8.10, which requires any citizen, including school district employees, volunteers or interns, to inform both CP&P and a law

enforcement agency immediately when there is reasonable cause to believe that a child is or has been abused or neglected.

8.2. Clarification Regarding Confidentiality of Contents of Student Records

It is understood and agreed that federal and state laws pertaining to the confidentiality of student records, pursuant to 42 C.F.R. Part 2, *N.J.S.A.* 18A:40A-7.1 and 7.2 and *N.J.A.C.* 6A:32-7, only prohibit the disclosure of the contents of such records; these laws do not extend to other sources of information concerning the same events or transactions that happen to be memorialized in the student records. Thus, for example, a teacher, counselor, administrator, or other school staff member who is a witness to criminal activity may be required to testify in a court or grand jury or may be required to report information to law enforcement authorities pursuant to this Agreement based upon personal knowledge and memory notwithstanding that the criminal activity reported or testified about has been recorded in a student record that is subject to state or federal confidentiality laws. In other words, the act by a school official of memorializing an incident, event, or observation in a student record in no way precludes that school official or any other material witness from reporting or testifying from personal knowledge as to the documented incident, event, or observation, provided, however, that nothing in this Agreement must be construed to authorize or require a school employee to divulge information or records in violation of the confidentiality requirements of 42 C.F.R. Part 2, or any other applicable state or federal regulation, law or rule of evidence concerning confidential and privileged communications. Furthermore, the records of a designated “law enforcement unit” do not constitute student records (20 U.S.C. 1232g(a)(4)(ii)).

8.3. Records of Law Enforcement Units

Records of a “law enforcement unit” designated pursuant to Article 2.4 of this Agreement do not constitute student records. This comports with the requirements of the Family Educational Rights and Privacy Act (FERPA), which was amended in 1992 to exempt such records from the definition of “education records” (20 U.S.C. 1232g(a)(4)(ii)). Law enforcement records are records, files, documents and other materials created by a law enforcement unit for a law enforcement purpose and maintained by the law enforcement unit (34 C.F.R. 99.8(b)(1)). In the preamble to the FERPA regulations published in the Federal Register on January 17, 1995, the United States Department of Education stated: “. . . where a law enforcement unit also performs non-law enforcement functions, the records created and maintained by that unit are considered law enforcement unit records, even when those records were created for dual purposes (e.g., for both law enforcement and student conduct purposes). Only records that were created and maintained by the unit exclusively for a non-law enforcement purpose will not be considered records of a law enforcement unit” (60 F.R. 3467). When one or more law enforcement units have been established by the school district, the school district agrees to disclose to the appropriate law enforcement agency, or the Department of Children and Families, as appropriate, any records, files, documents and other materials of the law enforcement unit pertaining to the investigation of a violation of the law. The disclosure of these records to a law enforcement agency does not prohibit the use of these records for educational purposes, such as violations of the code of student conduct.

8.4. Statutory Authority to Disclose Information

New Jersey's juvenile confidentiality laws were amended by P.L. 1994, c. 56 to make it easier for law enforcement agencies to share information with schools. The revised law provides for three categories of disclosure to schools as follows: (1) permissive disclosure during an investigation (*N.J.S.A. 2A:4A-60e*); (2) disclosure following a charge at the principal's request (*N.J.S.A. 2A:4A-60c(3)*); and (3) required disclosure following a charge in certain circumstances (*N.J.S.A. 2A:4A-60d*). In addition, a law enforcement agency is authorized to disclose certain information to the victim of an offense committed by a juvenile. Pursuant to *N.J.A.C. 6A:16-5.4*, the board of education confirms its obligation to adopt and implement policies and procedures protecting the access to information related to juvenile justice proceedings, according to the requirements of *N.J.S.A. 2A:4A-60*.

The revised law permits law enforcement or prosecuting agencies to disclose information regarding juveniles who are under investigation when that information may be useful in maintaining order, safety, or discipline in the school or in planning programs relevant to the juvenile's educational and social development. This information may then be shared by the principal with appropriate school staff, provided, however, that where the information relates only to an investigation, and where no formal charges have been filed against the student, the statute prohibits this pre-charge information from being maintained by school officials. Accordingly, this information should be provided orally by law enforcement officers, rather than in writing, so as to avoid inadvertent retention or disclosure of such information.

The revised law further contains a provision that authorizes a principal to request information concerning juvenile delinquency charges that have been filed against a student enrolled in the school. These requests may either be made on a case-by-case basis or in accordance with procedures that could be agreed to as part of this Agreement.

[Optional: Pursuant to Article 5.2 of this Agreement, the (law enforcement agency) hereby agrees automatically to disclose to the principal this information regarding any juvenile delinquency charge filed against any student enrolled in the school.⁴]

Law enforcement and prosecuting agencies are *required* to advise the principal of the school where the student is enrolled when:

- the offense occurred on school grounds or was committed against an employee or official of the school;
- the juvenile was taken into custody as a result of information or evidence provided by school officials, whether or not on school grounds;
- the offense, if committed by an adult, would constitute a crime, and the offense:
 - resulted in death or serious bodily injury, or involved an attempt or conspiracy to cause death or serious bodily injury;
 - involved the unlawful use or possession of a firearm or other weapon;

⁴*This provision is optional. The parties to the Agreement may delete this sentence or may modify it to limit the "blanket" request to specified delinquency charges.*

- involved the unlawful manufacture, distribution, or possession with intent to distribute a controlled dangerous substance or controlled substance analog;
 - was committed by a juvenile who acted with a purpose to intimidate an individual or group of individuals because of race, color, religion, sexual orientation, or ethnicity; or
 - constitutes a crime of the first, second, or third degree.
- N.J.S.A. 2A:4A-60d

8.5. Agreement to Disclose Information Following a Charge

Where a juvenile has been charged with an act of delinquency that if committed by an adult would constitute a crime or offense, it is requested and agreed, pursuant to the authority of *N.J.S.A. 2A:4A-60c(1)* and (3) that the (*law enforcement agency*) or County Prosecutor's Office shall promptly provide information as to the identity of the juvenile, the offense charged, the adjudication and the disposition to (1) the principal of any school that is the victim of the offense; (2) the principal of any school that employs the victim of the offense; and (3) the principal of any school where the juvenile is enrolled.

8.6. Agreement to Disclose Information during an Investigation

Pursuant to the authority of *N.J.S.A. 2A:4A-60e*, the (*law enforcement agency*) and/or the County Prosecutor's Office agree(s) to notify verbally the principal of the school at which the juvenile is enrolled where the juvenile is under investigation or has been taken into custody but has not been formally charged with the commission of any act that would constitute an offense if committed by an adult, provided that the (*law enforcement agency*) or the County Prosecutor's Office determines that the information may be useful in maintaining order, safety, or discipline in the school or in planning programs relevant to the juvenile's educational and social development, and further provided that the sharing of information will not interfere with or jeopardize an ongoing investigation or prosecution of any person. It is understood and agreed that the information provided pursuant to this paragraph shall be provided orally rather than in writing, will be kept confidential, shall not be maintained by the school as part of the juvenile's student records, and shall be used only in accordance with the provisions of *N.J.S.A. 2A:4A-60e* to maintain order, safety, or discipline in the school or in planning programs relevant to the juvenile's educational and social development. Nothing herein shall be construed to preclude school officials from using such information in a suspension, expulsion, or other school conduct proceeding, pursuant to *N.J.A.C. 6A:16-7.1*, whether occurring on or away from school grounds, pursuant to *N.J.A.C. 6A:16-7.5*.

8.7. Specificity of Disclosed Information

It is understood and agreed that where the (*law enforcement agency*) and/or County Prosecutor's Office is authorized, pursuant to law and the provisions of this Agreement to disclose information concerning charged or suspected acts of delinquency, the law enforcement agency may provide the principal with specific information concerning the offense or investigation, as appropriate, that may be useful in maintaining order, safety, or discipline in the school or in planning programs relevant to the juvenile's educational and social development.

Such information may include but need not be limited to: (1) the specific type of drug found as determined by field tests and/or laboratory analysis; (2) the amount, purity, and value of the drug found; (3) how the drug was packaged; (4) whether cash was found or whether there were indications that the drug was intended to be sold or distributed; (5) where precisely the drug or other contraband was found; (6) what type of weapon was found; (7) whether a seized firearm was operable or loaded; or 8) whether the suspected offense involved or was directed at another enrolled student. It is understood and agreed that it is especially important for law enforcement agencies to promptly share information as may be authorized by law concerning the identity of a victim who is enrolled at the same school as the juvenile charged with or suspected of committing the offense so that school officials can take appropriate steps to protect the victim from further attack, to enforce a restraining order or condition of probation or pre-trial release that the juvenile have no contact with the victim, or to prevent retaliation or an escalation of violence.

8.8. Disclosure of Adult Student Information

Where a student who has been arrested or is under investigation is 18 years old or older, or otherwise is being treated as an adult by the criminal justice system, the (*law enforcement agency*) and/or the County Prosecutor's Office agrees to provide to the principal of the school at which the student is enrolled all information that would otherwise be provided pursuant to the provisions of Article 8 of this Agreement.

8.9. Law Enforcement Testimony at School Student Conduct Hearings; Required Notice to the County Prosecutor

The (*law enforcement agency*) agrees, upon the request of (*school official*), to make available officer(s) to testify as appropriate in any suspension or expulsion hearing before the board of education, pursuant to *N.J.S.A. 18A:37.1 et seq.* and *N.J.A.C. 6A:16-7.1 et seq.*, or other appropriate school authority as may be necessary to satisfy the due process rights of a student subject to school discipline, provided, however, that it is understood and agreed that any information provided by means of such testimony shall not be made public but rather shall be kept confidential in accordance with the requirements of *N.J.S.A. 2A:4A-60*, and further provided that the County Prosecutor's Office shall be given prior notification and a right to preclude the giving of such testimony where the testimony may interfere with or jeopardize any ongoing investigation or prosecution of any person.

8.10. Parallel School Student Conduct Proceedings

It is understood and agreed that school officials have an independent right and responsibility to initiate and pursue student conduct proceedings, pursuant to *N.J.S.A. 18A:37.1 et seq.* and *N.J.A.C. 6A:16-7.1 et seq.*, or to remove a student from school under certain circumstances including, but not limited to, those specified in the "Zero Tolerance for Guns Act," *N.J.S.A. 18A:37-7 through 12* and *N.J.A.C. 6A:16-5.5, 5.6, 5.7* and *N.J.A.C. 6A:7*. It is further understood and agreed that all school-based student conduct proceedings are separate and distinct from any juvenile or adult criminal prosecution; that law enforcement agencies shall not require or request school officials to undertake a student conduct action against a student; and

that the imposition of sanctions by both schools and by the juvenile justice system based upon a single infraction or event in no way constitutes “double jeopardy.”

8.11. Notification of Arrests or Charges Filed Against School Personnel

The parties acknowledge that procedures already are in place that require prosecutors to provide notifications of indictments or convictions of public employees to the Division of Criminal Justice, which are then transmitted to the appropriate public agency. However, no notifications are required during the period between the filing of a complaint and an indictment, creating a period of time during which school administrators may be unaware of charges pending against school personnel, which may have an impact on their fitness for carrying out official duties. Therefore, it is agreed that whenever a law enforcement agency files a complaint or summons for one of the offenses listed in Article 8.11.3 below against a person that they know to be employed by a school district, or who works as a school bus driver or other outside employee in a school district, the law enforcement agency shall provide notice and a copy of the complaint to the school district no later than the next business day.

8.11.1. Applicability Not Limited to Local Jurisdiction

The requirement to notify a school district of such complaints is not limited to the school district in which the law enforcement agency is located. Notice shall be given to any school district or nonpublic school within the state of New Jersey where the accused is employed.

8.11.2. Employment Information

This requirement does not create an obligation to investigate or verify the employment of every person arrested or charged with an offense. It is intended only to require the notification in circumstances where the accused admits to employment in a school district or nonpublic school, or such information is otherwise available to the law enforcement agency.

8.11.3. Offenses Requiring Notification

Notification is required for all indictable offenses, all driving while intoxicated (DWI) offenses and any disorderly persons offenses or petty disorderly persons offenses.

8.11.4. Notification of Emergencies

Whenever local law enforcement is aware of an emergency affecting the safety of children during school hours, the Chief of Police or Station Commander or designee shall notify the principal of the school affected as soon as practicable. Law enforcement will provide all appropriate non-confidential information so that the principal can take necessary steps for the protection of students, staff and notification to parents. The Chief of Police or Station Commander shall attempt to provide, as practicable, the school principal and executive county superintendent, or his or her designee, with updated information throughout the duration of the emergency, and will provide notification when the emergency is over.

8.12. Notification to Executive County Superintendent

The Chief of Police or Station Commander will, at his or her discretion, notify the executive county superintendent of schools, or his or her designee. This notification will contain a recommendation on which additional schools should be notified by the executive county superintendent's office. The executive county superintendent shall decide which, if any, additional schools to notify, and shall make the appropriate notifications.

Article 9. School Safety and Security

9.1. Development of School Safety and Security Plans (SSSPs)

Recent tragic events in the nation's schools highlight the need for developing and maintaining up-to-date school-based safety and security plans for responding to crisis situations involving all-hazards, such as natural, technological, manmade, and biological, and student culture and climate. The district's school safety and security plans (SSSPs) should include protocols and procedures for quickly communicating to staff, students, parents, and emergency responders that a crisis situation exists. In addition, procedures for minimizing the risk of physical harm to students and staff should be initiated to reduce their exposure to any hazards. Just as it is necessary to establish protocols for responding to emergencies that require prompt and orderly actions, such as fires (see *N.J.S.A.* 18A:41-1), so too it is required to conduct monthly security drills, such as non-fire evacuations, bomb threats, lockdown, and active shooter (see *N.J.S.A.* 18A:41-6), to exercise plans that test the procedures and minimize exposure to hazardous situations, both from within and outside school facilities.

School officials shall consult with law enforcement officials, as appropriate, in planning the required school safety and security in-service training program for school staff, pursuant to *N.J.A.C.* 6A:16-5.1(d). Examples of school safety and security training that could involve law enforcement officials include providing guidance on the approved model policies of the Governor's K-12 School Security Task Force; reviewing scenarios for school safety and security drills; addressing internet safety, cyber-bullying and gangs; and reviewing the ten key findings reported by the United States Secret Service in the publication titled *Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe School Climates*. Law enforcement officials shall identify school safety and security issues and concerns and advise the county prosecutor and chief school administrator, as appropriate.

It is understood and agreed that, pursuant to *N.J.A.C.* 6A:16-5.1(b), the conferees, including the chief of police and other representatives of law enforcement agencies, emergency management planners, fire officials, local chief school administrator, all school building principals, representatives of health and social services provider agencies and other school staff (e.g., counselors, psychologists, social workers, nurses, security, maintenance, facilities, grounds, school resource officers, food services) and community resources, as appropriate, shall provide consultation to school officials, at a minimum annually, in the development of the school district's plans, procedures and mechanisms for school safety and security to fulfill the requirements of *N.J.A.C.* 6A:16-5, School Safety and Security. There is nothing in the Agreement or New Jersey Administrative Code that precludes students from contributing to the

school safety and security planning in a manner prescribed by the school district that would not divulge confidential information.

It is further understood and agreed that law enforcement officials shall review and, where necessary, provide written comments to the chief school administrator concerning the required SSSPs, pursuant to *N.J.A.C. 6A:16-5.1*. It is understood and agreed that the chief school administrator shall annually submit a copy of the school district's SSSPs and promptly submit any important revisions to the plan or school grounds to law enforcement officials. The chief school administrator agrees to supply law enforcement officials with current copies of blueprints and maps of all schools and school grounds. If at any time there are changes to the blueprints or maps of any school or school grounds, the chief school administrator shall forward revised copies to law enforcement officials as soon as practicable. It also is understood and agreed that, pursuant to Article 7.1 the conferees shall discuss the feasibility and desirability of implementing a Safe Schools Resource Officer program.

9.1.1. Critical Incident Planning

The parties to this Agreement understand that it is important for school officials and local police departments and county prosecutors to work together to adopt and implement policies for dealing with disruptive and potentially catastrophic crisis situations for all hazards, recognizing that it is essential to consider the most appropriate response to these kinds of situations before a crisis develops. The comprehensive SSSPs, procedures and mechanisms established by school officials, pursuant to *N.J.A.C. 6A:16-5.1* and Article 2.2 of this Agreement, shall be developed in consultation with law enforcement agencies, emergency management planners, health and social services provider agencies and school and other community resources, as appropriate. Pursuant to *N.J.A.C. 6A:16-5.1(b)*, the plans, procedures and mechanisms shall be consistent with the provisions of *N.J.A.C. 6A:16-5.1* and the format and content established by the Domestic Security Preparedness Task Force, pursuant to *N.J.S.A. App. A:9-64 et seq.*, and the Commissioner of Education (e.g., the Department of Education confidential publication titled *School Safety and Security Manual: Best Practices Guidelines*), and shall be reviewed annually and updated, as appropriate.

Additionally, procedures for school lockdown, active shooter, emergency evacuation, bomb threat, risk and violence assessments, and public information sharing shall be based on the standard operating procedures (SOPs) developed by the School Security Task Force and issued by the Attorney General. The model SOPs follow other nationally-recognized standards.

9.1.2. Consultation in Development of SSSPs

It is understood and agreed that, pursuant to Article 9 and *N.J.A.C. 6A:16-5.1(b)*, the chief school administrator shall consult with law enforcement agencies, health and social services provider agencies, emergency management planners, and school and other community resources, as appropriate in the development and maintenance of the school district's plans, procedures and mechanisms for school safety and security to fulfill the requirements of *N.J.A.C. 6A:16-5*, *School Safety and Security*.

9.1.3. Format and Contents of SSSPs

The SSSPs, procedures and mechanisms shall be consistent with the provisions of *N.J.A.C. 6A:16-5.1*. The parties agree that all SSSPs shall include defined communication and decision-making protocols (e.g., Incident Command System) and the minimum requirements for the format and contents of the plans, as determined by the Commissioner of Education and the Domestic Security Preparedness Task Force.

9.1.4. Annual Review of SSSPs

The chief school administrator shall consult with law enforcement agencies, health and social service provider agencies, emergency management planners and school and other community resources, as appropriate, in the review and updating of the school district's SSSPs, procedures and mechanisms, pursuant to *N.J.A.C. 6A:16-5.1*. It is understood and agreed that law enforcement officials shall, at a minimum, annually review and, where necessary, provide written comments to the chief school administrator concerning the required SSSPs, pursuant to *N.J.A.C. 6A:16-5.1*. It is understood and agreed that the chief school administrator shall, at a minimum, annually submit a copy of the school district's SSSPs or any important revisions to the plans to law enforcement officials. The chief school administrator agrees to supply law enforcement officials with current copies of blueprints and maps of all schools and school grounds. If at any time there are changes to the blueprints or maps, the chief school administrator agrees to forward revised copies to law enforcement officials as soon as practicable.

9.1.5. School Staff In-service Training on SSSPs

District board of education employees must participate in an annual in-service training on school safety and security to enable them to recognize and appropriately respond to safety and security concerns, including emergencies and crises, consistent with the school district's plans, procedures and mechanisms for school safety and security and the provisions of *N.J.A.C. 6A:16-5* and *N.J.S.A. 18A:41*. School officials shall annually consult with law enforcement personnel regarding training. The instruction must include school security drills, and be conducted collaboratively by the school district and law enforcement, fire and emergency medical services personnel in order to identify weaknesses in school safety and security policies and procedures and increase the effectiveness of emergency responders. The training shall utilize various formats such as drills, functional exercises, and tabletop exercises. Joint training exercises may include, but are not limited to, natural disasters, bomb threats, lockdown procedures and active shooters. A law enforcement officer must be present at a minimum of one school security drill in each school year in order to make recommendations on any improvements or changes to school security drill procedures, pursuant to *N.J.S.A. 18A:41-1*.

9.1.6. Other Training on SSSPs

It is recommended that school districts train students on school safety procedures **prior** to a drill or lockdown, taking into consideration students' developmental levels, disabilities, ability to understand the English language and any additional awareness or capacity issues.

Additionally, it is further recommended that substitute teachers, college students fulfilling practicum or other student teaching requirements, and any person with regular student contact, including volunteers and contractors, be trained on the non-confidential elements of the SSSPs.

9.2. Implementation of Approved School Security Task Force Recommendations

The parties agree to work together to implement the approved recommendations of the Governor's K-12 School Security Task Force. The parties recognize that joint planning, training and consultation are needed to effectively implement these recommendations. Any Executive Orders or Directives that are issued as a result of these approved recommendations are hereby incorporated into this Agreement.

9.2.1. Sharing of Model School Security Policies (MSSP)

The Model School Security Policies for law enforcement agencies issued pursuant to the Attorney General's Law Enforcement Directive No. 2007-1 on the topics of bomb threats, active shooter response, school lockdowns, school evacuations and public information policies shall serve as templates for the development of local law enforcement policies. Local law enforcement officials shall discuss the policies which they adopt on these topics with school administrators from the school district or districts within their jurisdiction. It is further understood that school administrators shall share their procedures for critical incidents, developed in accordance with the policies issued by the Commissioner of Education, with local law enforcement officials. These procedures shall remain confidential and shall not be shared with the public.

9.3. Gang Threat and Recruiting Information

Law enforcement and school officials agree to engage in ongoing discussions and training in gang prevention and intervention, as appropriate, regarding gangs that are thought to be active in the area, gang recruiting and signs of gang activity or recruiting. School officials shall inform law enforcement officials of any signs of gang activity or recruiting observed on school grounds

9.4. Harassment, Intimidation or Bullying Policies

It also is understood that, pursuant to *N.J.A.C. 6A:16-7.7(a)1*, the harassment, intimidation or bullying policies required pursuant to *N.J.S.A. 18A:37-13 et seq.* and *N.J.A.C. 6A:16-7.7*, shall be developed by school officials in consultation with law enforcement officials, in addition to parents and other community members, including appropriate community-based social and health provider agencies and other school employees. It is agreed that law enforcement officials shall consult with school officials in the development of the policies and the annual review of the policies, the training needs of school employees and the extent and characteristics of harassment, intimidation and bullying behavior in the school buildings of the school district, pursuant to *N.J.A.C. 6A:16-7.7(e)*. It also is understood that the executive county superintendent shall maintain a current file copy of the harassment, intimidation or bullying

policies, pursuant to *N.J.A.C. 6A:16-7.7(e)5*, for review by both education and law enforcement officials, upon request.

9.5. Law Enforcement Testimony at School Student Conduct Hearings; Required Notices to the County Prosecutor

The law enforcement agency agrees, upon the request of designated school officials, to make available officer(s) to testify, as appropriate, in any suspension or expulsion hearing before the board of education, pursuant to *N.J.S.A. 18A:37.1 et seq.*, or a hearing regarding harassment, intimidation or bullying, pursuant to *N.J.S.A. 18A:37.15d*, or other appropriate school authority as may be necessary to satisfy the due process rights of a student subject to school discipline, provided, however, that it is understood and agreed that any information provided by means of such testimony must not be made public, but rather must be kept confidential in accordance with the requirements of *N.J.S.A. 2A:4A-60*, and further provided that the County Prosecutor's Office must be given prior notification and a right to preclude the giving of such testimony where the testimony may interfere with or jeopardize any ongoing investigation or prosecution of any person. See also Article 9.5 of this Agreement.

For any school hearing pursuant to the *Anti-Bullying Bill of Rights Act*, if the principal has been notified by law enforcement officials that juvenile delinquency or criminal charges are pending against one or more of the alleged offenders, the school district must notify the county prosecutor of the proposed list of witnesses at least 5 days prior to the hearing.

9.6. "Tiplines" and Crime Prevention Programs

Any school who wishes to establish "tiplines" for the reporting of suspicious activity occurring on school grounds, or within Drug-Free School Zones, or for the reporting of any other crimes or planned or threatened acts of violence, shall coordinate with the appropriate law enforcement agency and the county prosecutor's office on the creation and implementation of the tiplines. The (*school official*) hereby agrees to post notice of any such tiplines on bulletin boards and/or other appropriate places to alert students to the existence of this means of reporting suspected or future crimes on an anonymous and confidential basis.

The County Prosecutor's Office and the (*law enforcement agency*) will assist school officials who wish to develop and implement student-oriented crime prevention and awareness programs.

9.7. Unsafe School Choice Option Policy: Victims of Violent Criminal Offenses

The Unsafe School Choice Option (USCO) provision (*Section 9532 of Title IX*) under the *No Child Left Behind Act (NCLB) of 2001* sets forth, in part, the following which applies to all school buildings that are a part of a local education agency (LEA):

"... a student ... who becomes a *victim of a violent criminal offense*, as determined by *State law*, while in or on the grounds of a public elementary school or secondary school that the student attends, be allowed to attend a safe public elementary school or secondary school within the local educational agency, including a public charter school." (*Italics added*)

The individual victim provision of the USCO policy attempts to fulfill the requirement for LEAs to provide relief to students who have been victimized, while providing schools with a *practical* means for making determinations on incidents of victimization that are within the purview of LEAs. The individual victim policy has been crafted to enable school staff to make reasonable determinations and actions regarding the policy. LEAs are strongly encouraged, however, to consult with their school board attorneys and communicate with designated local and/or county law enforcement authorities, per the provisions of the *Uniform State Memorandum of Agreement Between Education and Law Enforcement Officials* and *N.J.A.C. 6A:16-6.2(b)13*, on questions and issues that arise in the implementation of the individual victims of violent criminal offenses policy.

The following criteria must be used to determine when an enrolled student has become a victim of a violent criminal offense while in or on the grounds of a public elementary or secondary school that the student attends. These criteria only apply to a student who has become a victim of one or more of the violent criminal offenses enumerated in the Unsafe School Choice Option Policy. A student is considered a victim of a violent criminal offense when:

- 1) A report has been made to law enforcement officials for suspicion that one of the violent criminal offenses enumerated below has occurred; **and**
- 2) One or more of the following applies:
 - Law enforcement officials have filed formal charges against the perpetrator(s) for commission of the violent crime; **or**
 - The perpetrator(s) of the violent crime has received sanctions in accordance with the district board of education's code of student conduct, pursuant to *N.J.A.C. 6A:16-7.1*; **or**
 - The perpetrator(s) of the violent crime either has not been identified or is not an enrolled student(s), but it is clear that the student (victim) has become a victim of a violent criminal offense based on objective indicators such as physical evidence, eyewitness testimony, and/or circumstantial evidence; **or**
 - The pre-existence of a restraining order against the perpetrator(s) of the violent crime.

Article 10. Law Enforcement Participation in Educational Programs

10.1. Law Enforcement's Contribution to Substance Abuse Education and Demand Reduction

The parties to this Agreement understand and accept that the only viable, long-term solution to the nation's drug epidemic is to reduce the public's demand for illicit substances, and that education emerges as one of the most promising means available by which to provide a generation of students with information, skills and incentives to resist the temptation to experiment with and use chemical substances. The parties further understand that the contributions of the law enforcement community to the goal of a drug-free New Jersey need not and should not be limited merely to disrupting the supply of illicit drugs; rather the law

enforcement community can help to reduce the demand for drugs, not only by holding drug users accountable for their unlawful conduct, but also by actively participating in public awareness and prevention programs and educational initiatives. To this end, a number of programs have been developed by numerous organizations in which specially trained police officers participate directly in school-based educational programs. These programs are designed to teach students about the nature and dangers of substance abuse, methods to enhance students' self-esteem, and proven techniques and skills for resisting peer pressure to experiment with drugs or engage in other dangerous activities and should support the Core Curriculum Content Standards, pursuant to *N.J.A.C. 6A:8-2*.

10.2. School Violence Awareness Week

School officials shall invite law enforcement officials to join school staff in the student discussions organized to observe School Violence Awareness Week, which occurs the week beginning with the third Monday in October of each year, pursuant to *N.J.S.A. 18A:36-5.1* and *N.J.A.C. 6A:16-5.2*. Upon invitation and as appropriate to the district's plans, law enforcement officials may assist with the student discussions required during School Violence Awareness Week.

10.3. Approval and Supervision of Educational Curricula

It is understood and agreed that education officials are at all times ultimately responsible for approving, supervising, monitoring, evaluating and otherwise ensuring the consistent high quality of all educational curricula and instructional programs provided to students, whether the instruction is provided by certified school employees or by specially trained law enforcement officers invited into the schools pursuant to Article 10.1 of this Agreement. It also is understood and agreed that local school officials remain ultimately responsible for making certain that all substance awareness instructional programs are developed and provided in a manner which is consistent with the requirements of *N.J.S.A. 18A:40A-1 et seq.*, *N.J.A.C. 6A:16-3*, Comprehensive Alcohol, Tobacco and Other Drug Abuse Programs, the New Jersey Department of Education's Core Curriculum Content Standards in Comprehensive Health and Physical Education, pursuant to *N.J.A.C. 6A:8*, specifically, the indicators under Standards 2.1 (Wellness – health promotion concepts and skills), 2.2 (Integrated Skills – health enhancing personal and interpersonal skills), 2.3 (Drugs and Medicines – alcohol, tobacco, and other drugs and medicines), 2.4 (Human Relationships and Sexuality – physical, emotional and social aspects of human relationships and sexuality) and Standard 9 (21st Century Life and Careers– addressing significant related areas, such as critical thinking, self-management, interpersonal communication, character development, ethics and safety) and the subjects of conflict management, problem solving, personal responsibility and cooperation under each of these strands, and any and all applicable rules, regulations and policies adopted by the State Board of Education or the Commissioner of Education concerning the development, review, monitoring, approval and implementation of K-12 alcohol, tobacco and other drug prevention education curricula and related courses of instruction.

10.4. Procedures for Inviting, Soliciting or Promoting Police Participation in Educational Programs

It is understood and agreed that no law enforcement officer shall be permitted to provide a course of instruction to students unless the officer has been invited or requested to provide such course of instruction by the appropriate school official. In order to enhance cooperation between law enforcement and education authorities, it is agreed that all requests by school officials for information concerning the nature and availability of law enforcement instructional programs should be directed to (*designated law enforcement liaison*) with notice of the request provided to the county prosecutor. All requests by a law enforcement agency seeking an invitation to provide an instructional program, or seeking to demonstrate the desirability of providing such an instructional program, should be directed to (*designated school official*), with notice given to the county prosecutor working in cooperation with the executive county superintendent, who will be responsible for coordinating all such invitations or requests for invitations to participate in law enforcement instructional programs. The county prosecutor further agrees to serve on an ongoing basis as an information clearinghouse to provide school officials with information concerning the availability and benefits of such law enforcement instructional programs.

Article 11. Maintenance of the Agreement

11.1. Agreement to Remain in Effect

This Agreement shall remain in full force and effect until such time as it may be modified. Modification of this Agreement shall be effected only with the mutual consent of the (*school district*), the (executive *county superintendent*), the (*police department*), and the (*county prosecutor*). Pursuant to *N.J.A.C. 6A:16-6.2(b)14ii*, all revisions shall be only in addition to, and shall not conflict with, the format and content established by the Attorney General and the Commissioner of Education and shall be in addition to and shall not conflict with the policies and procedures established pursuant to *N.J.A.C. 6A:16-6*. Modifications required by a change in state or federal law, rules or regulations or applicable guidelines or executive directives shall be made on the effective date of such revisions of law, regulations, guidelines or directives. All parties to this Agreement shall notify the other parties immediately regarding any such legal or regulatory changes.

11.2. Distribution

Copies of this agreement shall be provided to the County Prosecutor's Office, the executive county superintendent, the chief school administrator, the law enforcement chief executive of the Police Department or State Police Unit, the president of the district board of education, and each principal in the school district.

Article 12. Annual Review and Revisions of Agreement

It is understood that (*county prosecutor*), working in conjunction with the (executive *county superintendent*), pursuant to *N.J.A.C. 6A:16-6.2(b)14*, shall not less than once each

calendar year, organize and conduct a meeting of representatives from the law enforcement and educational communities to discuss the implementation of and compliance with the provisions of this Agreement, pursuant to *N.J.A.C. 6A:16-6.2(b)13*, throughout the county, to discuss any other matters of mutual concern, and to recommend revisions to this Agreement, insofar as, pursuant to *N.J.A.C. 6A:16-6.2(b)14ii*, the revisions are in addition to and do not conflict with the format and content established by the Attorney General and the Commissioner of Education and that are in addition to and do not conflict with the policies and procedures established pursuant to *N.J.A.C. 6A:16-6*.

It is understood that every chief of police, school building principal and local chief school administrator shall be invited to attend, along with any other persons or representatives of organization who could contribute to or benefit from the proceedings. Following each conference, the (*county prosecutor*) shall provide a copy of the revised MOA, or the revised section of the MOA, to all participants.

- During this meeting, schools and law enforcement shall discuss the content of the Agreement, with a special focus on:
- Which acts are mandatory reports to law enforcement and which acts are non-mandatory reports to law enforcement
- The process by which schools may consult with law enforcement to discuss an incident, report an act in school, and obtain informal guidance about concerns
- How law enforcement will respond to such calls
- The process by which law enforcement may call schools to report an act outside of school
- How schools will respond to such calls

Appendix B details the Annual Review Guidelines.

12.1 Affirmation

As an expression of our mutual concern and commitment to students, and to the level of cooperation and understanding described in this Agreement, the undersigned parties do hereby affirm and agree to abide by the standards, procedures, principles and policies set forth in this document.

On this day and month of _____ n the Year of _____

Chief School Administrator

Chief, Police Department or Station Commander

President, District Board of Education

Executive County Superintendent of Schools

County Prosecutor

Appendix A: Definitions

As used in this Agreement:

“Controlled Dangerous Substance” means a drug, substance, or immediate precursor in Schedules I through V of article 2 of P.L.1970, c.226 (C.24:21-1 et seq.), per *N.J.S.A. 24:21-2*. The term shall not include distilled spirits, wine, malt beverages, as those terms are defined or used in R.S.33:1-1 et seq., or tobacco and tobacco products.” Included in Schedules I – V are: opiates and opium derivatives, hallucinogenic substances, cannabinoids, coca leaf derivatives (cocaine), methamphetamine, barbiturates (and other sedative drugs), narcotics (codeine), nalorphine, anabolic steroids

“Deadly weapon” means any weapon or device within the meaning of *N.J.S.A. 2C:39-1r* or *2C:39-3*. and includes any device readily capable of lethal use or of inflicting serious bodily injury, including, but not limited to, gravity knives, switchblade knives, daggers, dirks, stilettos, or other dangerous knives, blackjacks, bludgeons, metal knuckles, cesti or similar leather bands studded with metal filings or razor blades embedded in wood and any weapon or other device which projects, releases or emits tear gas or any other substance intended to produce temporary physical, discomfort or permanent injury through being vaporized or otherwise dispensed in the air (i.e., mace, pepper spray, paintball guns). Deadly weapon also means any ammunition for a firearm.

“Firearm” means any firearm within the meaning of *N.J.S.A. 2C:39-1f*, and includes any handgun, rifle, shotgun, machine gun or automatic or semiautomatic rifle regardless of whether such firearm is operable or loaded with ammunition. The term includes “BB” and “air” guns.

“Operating School Hours” shall include the time in which a school is in session or when students are engaged in school related activities under the supervision of professional school staff.

“Planned Arrest” shall mean an arrest or taking into custody based upon probable cause which was known to a law enforcement officer sufficiently in advance of the time of the actual arrest, whether as a result of an undercover school operation, planned surveillance, or otherwise, so that there was sufficient opportunity for the arresting officer or any other law enforcement officer to apply for and obtain an arrest warrant, even though an arrest warrant may not have been sought or issued. The term shall also include arrests made pursuant to a “clean sweep” (e.g., multiple arrest) operation.

“Planned Surveillance” shall mean a planned operation wherein a law enforcement officer(s) enters onto school grounds, including school buildings and school buses, in plainclothes during operating school hours for the purpose of observing or participating in activities associated with the use, possession or distribution of any controlled dangerous substance, alcoholic beverages or firearms or dangerous weapons. This term shall not include observations made by a law

enforcement officer, whether in uniform or in plainclothes, from any place or property not owned or used by a school or school board.

“Routine Patrol” shall mean activities undertaken by a law enforcement officer whether in uniform or in plainclothes and whether on foot or in a marked or unmarked vehicle, to patrol areas within a drug-free school zone (*N.J.S.A. 2C:35-7*) for the purposes of observing or deterring any criminal violation or civil disturbance.

“Serious Bodily Injury” shall have the same meaning as that term is used in *N.J.S.A. 2C:11-1b* and means bodily injury which creates a substantial risk of death or which causes serious, permanent disfigurement, or the protracted loss or impairment of the function of any bodily member.

“Significant bodily injury” shall have the same meaning as that term is used in *N.J.S.A. 2C:11-1d*, and means bodily injury which creates a temporary loss of the function of any bodily member or organ or temporary loss of any one of the five senses.

“Spontaneous Arrest,” in distinction to a planned arrest, shall mean an arrest or taking into custody based upon probable cause to believe that an offense is being committed in the arresting officer's presence under circumstances where the officer could not have foreseen with certainty that the specific offense would occur and thus where the arresting officer had no reasonable opportunity to apply for an arrest warrant. The term shall also include any arrest or taking into custody in response to a request by a school official pursuant to Article 6.1 of this Agreement.

“Undercover School Operation” shall mean a planned operation undertaken by a law enforcement agency wherein a law enforcement officer(s) is placed in a school community and poses as a member of the school community for the purpose of identifying and eventually apprehending persons engaged in the illegal distribution of controlled dangerous substances, alcoholic beverages or the unlawful use, possession or distribution of firearms or dangerous weapons. The procedures for planning and approving an undercover school operation are set forth in Article 6.3. of this Agreement.

Appendix B: Annual Review

Guidance on the Annual Review and Approval Of The Uniform State Memorandum of Agreement Between Education and Law Enforcement Officials

The following information is intended to clarify the requirements for the annual review and approval of the *Uniform State Memorandum of Agreement Between Education and Law Enforcement Officials* (MOA) and describe general procedures for facilitating the annual review and approval. The annual adoption and implementation of the MOA is required by all of the following:

- Public school districts;
- Charter schools and renaissance school projects;
- Jointure commissions;
- Educational services commissions; and
- Approved private schools for students with disabilities.

Annual Review Process

- District board of education's policies and procedures must include an annual process for the chief school administrator and appropriate law enforcement officials to do the following:
 - Discuss the implementation of and the need for revising the MOA; and
 - Review the effectiveness of the policies and procedures adopted by the district board of education and implemented by the school district in accordance with *N.J.A.C. 6A:16-6*.
- There is no set time period for the review, but it must occur annually.
- The annual review must include input from the executive county superintendent, community members (which could include board of education members) and meeting(s) with the county prosecutor and the law enforcement officials designated by the county prosecutor.
- There is no requirement or provision for an annual, one-page update form, unless a local update form is used to formally document the annual review and signatures.
- In the case of educational agencies without district boards of education (e.g., charter schools, renaissance school projects, approved private schools for students with disabilities), the authorized officer of the educational agency's governing body would sign where indicated for the president of the district board of education.

Signatures and Copies

The MOA must be approved by the following school and law enforcement officials:

- President of the district board of education;
- Chief school administrator (includes charter school and renaissance school project lead persons and administrators of approved private schools for students with disabilities);

- Chief(s) of the police department or the station commander(s), as appropriate;
- Executive county superintendent; and
- County prosecutor.

Therefore, each of these officials must sign and receive a signed copy of the MOA annually. At a minimum, **five signed copies of the MOA** must be processed each year, subsequent to the annual discussion.

Procedures to Facilitate the Annual Review and Approval of the MOA

Each county prosecutor’s office and county office of education may have an established procedure for obtaining the signatures and copies subsequent to the annual discussion. To further support the annual review and signature process, please consult the list of suggested activities below.

Suggested Activity	Person Responsible
<ul style="list-style-type: none"> • Schedule meetings with the Chief of Police or Station Commander, as appropriate, to discuss the revised MOA 	Chief School Administrator
<ul style="list-style-type: none"> • Meet to discuss and review the MOA • After the meeting, both individuals sign five (5) copies of the MOA <ul style="list-style-type: none"> • Note: Attach any additional approved MOA provisions and contact information to each signed copy of the MOA • Forward the five (5) signed copies to the Executive County Superintendent 	Chief School Administrator, Chief of Police or Station Commander
<ul style="list-style-type: none"> • Review, approve and sign the five (5) copies of the MOA • Forward the signed copies to the County Prosecutor 	Executive County Superintendent
<ul style="list-style-type: none"> • Review, approve and sign the five (5) copies of the MOA • Retain one (1) original copy of signed MOA for his/her file • Forward one (1) original copy of signed MOA to Chief of Police or Station Commander • Return three (3) copies of signed MOA to Executive County Superintendent 	County Prosecutor
<ul style="list-style-type: none"> • Retain one (1) original copy of signed MOA for his/her file • Forward one (1) original copy of signed MOA to Chief School Administrator and one (1) original copy of signed MOA to president of district board of education 	Executive County Superintendent
<ul style="list-style-type: none"> • Send a copy to each district principal and any district participant at annual revision meeting 	Chief School Administrator

More information and resources are available on the NJDOE *Uniform State Memorandum of Agreement Between Education and Law Enforcement Officials* webpage. Should you have additional questions, please contact the Office of Student Support Services at EdLawMOA@doe.nj.gov or 609-376-9109.

Appendix C: Table of Mandatory Reports to Law Enforcement

This table provides a brief description of the seven mandatory reports to law enforcement that are detailed in Article 3. Further details, exceptions to the mandatory report of these offenses, and law enforcement response are noted by offense type in Article 3. A mandatory report to law enforcement does not preclude the law enforcement agency's ability to investigate the act and decide that no further action is needed, or recommend a stationhouse adjustment, as outlined in Article 4.2.

Mandatory Report Offenses
Controlled and Dangerous Substances
Whenever any school employee has reason to believe a student is in possession of a controlled dangerous substance or related paraphernalia, or is involved or implicated in distribution activities regarding controlled dangerous substances, pursuant to <i>N.J.A.C.</i> 6A:16-6.3 (Article 3.2).
Firearms and Dangerous Weapons
Whenever any school employee in the course of his or her employment develops reason to believe that a firearm or other dangerous weapon has unlawfully been possessed on or off school grounds, a weapon was used in an assault against a student or other school personnel, or that any student or other person has committed an offense with, or while in possession of, a firearm, whether or not such offense was committed on school grounds or during school operating hours, pursuant to <i>N.J.A.C.</i> 6A:16-5.5, 5.6(d)4 and 6.3(b) (Article 3.6).
Planned or Threatened Violence
Whenever any school employee in the course of his or her employment develops reason to believe that anyone has threatened, is planning, or otherwise intends to cause death, serious bodily injury, or significant bodily injury to another person under circumstances in which a reasonable person would believe that the person genuinely intends at some time in the future to commit the violent act or to carry out the threat, pursuant to <i>N.J.A.C.</i> 6A:16-6.3(c) through (e) (Article 3.10).
Sexual Offenses
Whenever any school employee in the course of his or her employment develops reason to believe that a crime involving sexual penetration or criminal sexual contact has been committed on school grounds, or by or against a student during school operating hours or during school-related functions or activities, pursuant to <i>N.J.A.C.</i> 6A:16-6.3(d) (Article 3.12).
Assaults on District Board or Education Members or Employees
Whenever any school employee in the course of his or her employment develops reason to believe that an assault upon a teacher, administrator, other school board employee, or district board of education member has been committed, with or without a weapon, pursuant to <i>N.J.A.C.</i> 6A:16-5.7(d)5 (Article 3.14).

Bias-Related Incidents

Whenever any school employee in the course of his or her employment develops reason to believe a “bias-related act” has been committed or is about to be committed on or off school grounds, pursuant to *N.J.A.C.* 6A:16-6.3(e) (Article 3.16).

Potentially Missing, Abused, or Neglected Children

Whenever any school employee in the course of his or her employment develops reason to believe a student is potentially missing, abused, or neglected, pursuant to *N.J.A.C.* 6A:16-11.1(a)3i through iii (Article 3.17).

SCHOOL BUS EMERGENCY EVACUATION DRILL REPORT

School Bus emergency evacuation drills shall be conducted twice each school year according to the New Jersey Administrative Code (NJAC 6A:27-11.2).

Emergency evacuation drills and safety education

- (a). School administrators shall organize and conduct emergency exit drills at least twice within the school year for all students who are transported to and from school.
1. All other students shall receive school bus evacuation instruction at least once within the school year.
- (b). The school bus driver and bus aide shall participate in the emergency exit drills.
- (c). Drills shall be conducted on school property and shall be supervised by the principal or person assigned to act in a supervisory capacity.
- (d). Drills shall be documented in the minutes of the local board of education at the first board meeting following the completion of the emergency exit drill. The minutes shall include, but are not limited to, the following:
1. Date of the drill;
 2. Time of day the drill was conducted;
 3. School name;
 4. Location of the drill;
 5. Route number(s) included in the drill; and
 6. Name of school principal, or person(s) assigned, who supervised the drill.

REPORT OF THE COMPLETION OF THE SCHOOL BUS EMERGENCY EVACUATION DRILL TO THE BOARD OF EDUCATION

Date of the school bus emergency evacuation drill: 9/15/23

Time of day the drill was conducted: 9:30 - 10:10

School Name: Bradley Beach Elementary School

Location of the Emergency Evacuation Drill: Bradley Beach Elementary School Playground

Route Number(s): Walking District / All Studnets

Name of the school principal/person(s) overseeing the drill: Mr. Michael Heidelberg, Ms. Maclerie-Gonzale

Other information relative to the emergency evacuation drill:

School Year	Account Number	GL Fund	BSR Line	Description
2023-24	11-000-100-561-00	10	29000	Tuition to other LEAs w/i state regular
2023-24	11-000-100-562-00	10	29020	Tuition other Leas w/i state special
2023-24	11-000-100-563-00	10	29040	Tuition county vocational school district regular
2023-24	11-000-100-564-00	10	29060	Tuition county vocational school district special
2023-24	11-000-100-566-00	10	29100	Tuition private school for disabled w/i state
2023-24	11-000-100-568-00	10	29140	Tuition State Facilities
2023-24	11-000-211-100-00	10	29500	Salaries Attendance Office and Social Work
2023-24	11-000-211-100-00-SU	10	29500	Salary Attendance Summer
2023-24	11-000-211-173-00	10	29560	Salaries of Translation/Interpret
2023-24	11-000-211-220-00	10	29591	Social Security Contribution
2023-24	11-000-211-270-00	10	29595	Health Benefits
2023-24	11-000-211-600-00	10	29640	Supplies Attendance
2023-24	11-000-213-100-00	10	30500	Salaries Health Services
2023-24	11-000-213-100-00-SU	10	30500	Salaries Nurse Summer
2023-24	11-000-213-100-01	10	30500	Substitute Nurse
2023-24	11-000-213-220-00	10	30531	Social Security Contribution
2023-24	11-000-213-270-00	10	30535	Health Benefits
2023-24	11-000-213-300-00	10	30540	Purchase prof. and tech services
2023-24	11-000-213-600-00	10	30580	Supplies Health
2023-24	11-000-213-800-00	10	30600	Other Objects
2023-24	11-000-216-100-00	10	40500	Salaries Speech Services
2023-24	11-000-216-270-00	10	60180	Health Benefits
2023-24	11-000-216-320-00	10	40520	Purchase Prof-Educ Services
2023-24	11-000-216-600-00	10	40540	Supplies Speech
2023-24	11-000-217-100-00	10	41000	Salaries
2023-24	11-000-217-100-01	10	41000	Sub Salaries
2023-24	11-000-217-270-00	10	41015	Health Benefits
2023-24	11-000-218-104-00	10	41500	Salaries Guidance
2023-24	11-000-218-270-00	10	41555	Health Benefits
2023-24	11-000-218-600-00	10	41620	Supplies and materials
2023-24	11-000-219-104-00	10	42000	Salaries CST
2023-24	11-000-219-104-00-SU	10	42000	Salaries CST Summer
2023-24	11-000-219-270-00	10	61680	Health Benefits
2023-24	11-000-219-320-00	10	42060	Purchase prof-ed service CST
2023-24	11-000-219-600-00	10	42160	Supplies CST
2023-24	11-000-219-800-00	10	42180	Other objects
2023-24	11-000-221-102-00	10	43000	Salaries Supervisor of Instruction

School Year	Account Number	GL Fund	BSR Line	Description
2023-24	11-000-221-104-00	10	43020	Salaries of other prof. staff
2023-24	11-000-221-105-00	10	43040	Salaries Secretaries
2023-24	11-000-221-220-00	10	43086	Social Security Contribution
2023-24	11-000-221-320-00	10	43100	Professional Service
2023-24	11-000-221-600-00	10	43160	Supplis and materials
2023-24	11-000-221-800-00	10	43180	Other objects
2023-24	11-000-222-177-00	10	43520	Salary of Tech Coordinators
2023-24	11-000-222-220-00	10	43531	Social Security Contribution
2023-24	11-000-222-270-00	10	43535	Health Benefits
2023-24	11-000-223-320-00	10	44080	Purchase Prof-ed services
2023-24	11-000-223-580-00	10	44130	Travel
2023-24	11-000-230-100-00	10	45000	Salaries: General Administration
2023-24	11-000-230-100-01	10	45000	Other Salaries
2023-24	11-000-230-331-00	10	45040	Legal services
2023-24	11-000-230-332-00	10	45060	Audit fees
2023-24	11-000-230-334-00	10	45080	Architectural/Engineering Service
2023-24	11-000-230-339-00	10	45100	Other purchase prof. services
2023-24	11-000-230-530-00	10	45140	Communications-telephone
2023-24	11-000-230-530-01	10	45140	Internet Access
2023-24	11-000-230-585-00	10	45160	BOE Travel
2023-24	11-000-230-585-01	10	45160	General Administrative Travel
2023-24	11-000-230-590-00	10	45180	Other purchased services
2023-24	11-000-230-610-00	10	45200	General Supplies
2023-24	11-000-230-890-00	10	45260	Miscellaneous expenditures
2023-24	11-000-230-895-00	10	45280	BOE Membership Dues & Fees
2023-24	11-000-240-103-00	10	46000	Salaries Principal
2023-24	11-000-240-600-00	10	46120	Supplies and materials
2023-24	11-000-240-800-00	10	46140	Other objects
2023-24	11-000-251-100-00	10	47000	Salaries: Business Office
2023-24	11-000-251-330-00	10	47020	Purchased Professional Services
2023-24	11-000-251-340-00	10	47040	Purchased technical services
2023-24	11-000-251-600-00	10	47100	Supplies and materials
2023-24	11-000-251-890-00	10	47180	Miscellaneous expenditures
2023-24	11-000-252-100-00	10	47500	Salaries: Technology
2023-24	11-000-252-600-00	10	47580	Supplies and materials
2023-24	11-000-261-100-00	10	48500	Salaries: Maintenance Services
2023-24	11-000-261-220-00	10	68305	Social Security Contribution

School Year	Account Number	GL Fund	BSR Line	Description
2023-24	11-000-261-270-00	10	68345	Health Benefits
2023-24	11-000-261-420-00	10	48520	Cleaning Repair Maintenance
2023-24	11-000-261-610-00	10	48540	General Supplies
2023-24	11-000-261-800-00	10	48560	Other objects
2023-24	11-000-262-100-00	10	49000	Salaries: Custodial Services
2023-24	11-000-262-100-00-OT	10	49000	Overtime
2023-24	11-000-262-107-00	10	49020	Lunch Aides
2023-24	11-000-262-220-00	10	49031	Social Security Contribution
2023-24	11-000-262-260-00	10	49034	Workman's Compensation
2023-24	11-000-262-270-00	10	49035	Health Benefits
2023-24	11-000-262-300-00	10	49040	Purchase prof. and tech. service
2023-24	11-000-262-490-01	10	49120	Water-Bradley Beach
2023-24	11-000-262-520-00	10	49140	Insurance
2023-24	11-000-262-610-00	10	49180	General Supplies
2023-24	11-000-262-621-00	10	49200	Natural Gas
2023-24	11-000-262-622-00	10	49220	Electricity
2023-24	11-000-262-800-00	10	49280	Other objects
2023-24	11-000-266-300-00	10	51020	Purchase prof. and tech. service
2023-24	11-000-266-420-00	10	51040	Security Maintenance
2023-24	11-000-266-610-00	10	51060	Supplies and materials
2023-24	11-000-270-160-00	10	52020	Salaries: Transportation
2023-24	11-000-270-220-00	10	52091	Social Security Contribution
2023-24	11-000-270-270-00	10	52095	Health Benefits
2023-24	11-000-270-503-00	10	52200	Aid in Lieu
2023-24	11-000-270-512-00	10	52280	Contracted service
2023-24	11-000-270-513-00	10	52300	Contract. service jointure Regular
2023-24	11-000-270-515-00	10	52340	Contract service jointure special
2023-24	11-000-270-517-00	10	52360	Contract Service Regular ESC
2023-24	11-000-270-518-00	10	52380	Contract service Special ESC
2023-24	11-000-291-220-00	10	71020	Social Security Contribution
2023-24	11-000-291-241-00	10	71060	PERS Liability
2023-24	11-000-291-241-01	10	71060	DCRP Employer Contribution
2023-24	11-000-291-250-00	10	71140	Unemployment Compensation
2023-24	11-000-291-260-00	10	71160	Workers Compensation
2023-24	11-000-291-270-00	10	71180	Health Benefits
2023-24	11-000-291-280-00	10	71200	Tuition Reimbursement
2023-24	11-000-291-290-00	10	71220	Other Employee Benefits

School Year	Account Number	GL Fund	BSR Line	Description
2023-24	11-000-310-930-00	10	72000	Transfers to cover food defic.
2023-24	11-000-500-561-00	10	84000	Transfer of funds to charter school
2023-24	11-105-100-101-00	10	2000	Salaries: Teachers Preschool
2023-24	11-105-100-101-01	10	2000	Preschool Sub. Salary
2023-24	11-105-100-270-00	10	53180	Health Benefits
2023-24	11-105-100-936-00	10	2060	Local Contribution to Transfer for Special Revenue
2023-24	11-110-100-101-00	10	2080	Salaries: Teachers Kindergarten
2023-24	11-110-100-101-01	10	2080	Sub. Salaries - KDG
2023-24	11-110-100-270-00	10	53180	Health Benefits
2023-24	11-120-100-101-00	10	2100	Salaries: Teachers Grades 1-5
2023-24	11-120-100-101-01	10	2100	Sub Salary
2023-24	11-120-100-270-00	10	53180	Health Benefits
2023-24	11-130-100-101-00	10	2120	Salaries Teachers Grades 6-8
2023-24	11-130-100-101-01	10	2120	Sub Salary
2023-24	11-130-100-270-00	10	53180	Health Benefits
2023-24	11-150-100-101-00	10	2500	Salaries Home Instruction Regular
2023-24	11-190-100-260-00	10	53160	Workman's Compensation
2023-24	11-190-100-500-00	10	3060	Other Purchase Services
2023-24	11-190-100-610-00	10	3080	General Supplies
2023-24	11-190-100-610-00-01	10	3080	First Grade Supplies
2023-24	11-190-100-610-00-02	10	3080	Second Grade Supplies
2023-24	11-190-100-610-00-03	10	3080	Third Grade Supplies
2023-24	11-190-100-610-00-04	10	3080	Fourth Grade Supplies
2023-24	11-190-100-610-00-56	10	3080	Fifth & Sixth Grade Supplies
2023-24	11-190-100-610-00-78	10	3080	Seventh & Eight Grade Supplies
2023-24	11-190-100-610-00-CP	10	3080	Copy Duplicator Paper
2023-24	11-190-100-610-00-KD	10	3080	KDG Supplies
2023-24	11-190-100-610-00-PK	10	3080	Preschool Supplies
2023-24	11-190-100-610-06	10	3080	Teacher Recognition
2023-24	11-190-100-610-07-TE	10	3080	Tech Supplies
2023-24	11-190-100-610-08-TE	10	3080	Technology Software
2023-24	11-190-100-610-09-MU	10	3080	Music Supplies
2023-24	11-190-100-610-10-ST	10	3080	STEM & Kiln Supplies
2023-24	11-190-100-610-11-AR	10	3080	Art Supplies
2023-24	11-190-100-610-12-PE	10	3080	PE Supplies
2023-24	11-190-100-610-13-WL	10	3080	World Language Supplies
2023-24	11-190-100-640-00	10	3100	Textbooks

School Year	Account Number	GL Fund	BSR Line	Description
2023-24	11-190-100-800-00	10	3120	Other Objects
2023-24	11-190-100-800-00-CP	10	3120	Copier Lease/Telephone
2023-24	11-219-100-101-00	10	9260	Salaries Home Instruction Special
2023-24	11-240-100-101-00	10	12000	Salaries: Teachers Bilingual
2023-24	11-240-100-101-01	10	12000	Sub Salary
2023-24	11-240-100-270-00	10	54180	Health Benefits
2023-24	11-240-100-610-00	10	12100	Supplies
2023-24	11-401-100-100-00	10	17000	Salaries: Co-curricular
2023-24	11-401-100-600-00	10	17040	Supplies
2023-24	11-401-100-800-02	10	17060	Student Insurance
2023-24	11-402-100-100-00	10	17500	School Sponsored Athletics
2023-24	11-402-100-500-00	10	17520	Prurchase Service
2023-24	11-402-100-600-00	10	17540	Supplies
2023-24	11-421-100-178-00-PA	10	19040	Period A & B
2023-24	11-422-100-178-00-SU	10	20040	Salaries: Teachers Summer School
2023-24	12-000-400-720-00-AL	10	76200	Facilities Construction Service
2023-24	12-000-400-896-00	10	76210	Assessment on SDA
2023-24	12-120-100-730-00	10	73040	Grades 1-5 Equipment
2023-24	12-130-100-730-00	10	73060	Grades 6-8 Equipment
2023-24	20-001-100-600-22-SF	20	84100	Salesforce.com Donation
2023-24	20-001-200-600-21-SG	20	84100	Safety Grant FY 21
2023-24	20-001-200-600-22-SG	20	84100	Safety Grant FY 22
2023-24	20-001-200-600-22-SJ	20	84100	Sustainable Jersey Grant
2023-24	20-001-200-600-23-JS	20	84100	Joanne Shu Donation
2023-24	20-218-100-101-00	20	85000	Salaries: Teachers PreSchool
2023-24	20-218-100-106-00	20	85020	Preschool Aid Salares
2023-24	20-218-100-106-00-EX	20	85020	Salaries: Aides preschool expansion
2023-24	20-218-100-600-00	20	85080	Preschool Supplies
2023-24	20-218-200-102-00	20	86000	Salaries: Supervisor of Instruction
2023-24	20-218-200-104-00	20	86040	Salaries Other Professional Staff
2023-24	20-218-200-200-00	20	86140	Health Benefits
2023-24	20-218-200-330-00	20	86220	Other Purchase Services
2023-24	20-223-100-101-00	20	88641	ARP IDEA Salary Basic
2023-24	20-223-200-200-00	20	88641	ARP IDEA Benefits
2023-24	20-223-200-320-00	20	88641	ARP IDEA Basic Professional Service
2023-24	20-224-200-320-00	20	88642	ARP IDEA Preschool Professional Service
2023-24	20-231-100-101-00	20	88480	Salaries: Title I

School Year	Account Number	GL Fund	BSR Line	Description
2023-24	20-231-200-200-00	20	88491	Employee Benefits
2023-24	20-231-200-220-00	20	88491	Social Security
2023-24	20-232-100-101-00	20	88480	Salaries C/O Title I
2023-24	20-232-200-200-00	20	88491	Title I C/O Employee Benefits
2023-24	20-234-100-101-00	20	88480	Salaries Title I SIA
2023-24	20-234-200-200-00	20	88491	Title I SIA Benefits
2023-24	20-235-100-101-00	20	88480	Salaries Title I SIA Carryover
2023-24	20-235-200-200-00	20	88491	Title I SIA C/O Benefits
2023-24	20-241-100-101-00	20	88521	Salaries Title III
2023-24	20-241-100-610-00-BR	20	88525	Title III Supplies
2023-24	20-241-200-200-00	20	88531	Employee Benefits Title III
2023-24	20-241-200-580-00	20	88534	Travel Title III
2023-24	20-241-200-600-00	20	88535	Noninstructional Supplies Title III
2023-24	20-250-100-101-00	20	88601	Salaries: Teachers IDEA
2023-24	20-250-100-106-00	20	88602	Salaries: Aides IDEA
2023-24	20-250-200-200-00	20	88611	Employee Benefits
2023-24	20-250-200-200-00-SS	20	88611	Social Security Benefits
2023-24	20-250-200-220-00	20	88611	Social Security
2023-24	20-250-200-320-00	20	88612	Professional Services
2023-24	20-251-200-320-00	20	88612	Professional Services IDEA Carryover
2023-24	20-252-100-101-00	20	88601	Salaries: Teachers IDEA Preschool
2023-24	20-252-200-200-00	20	88611	Employee Benefits
2023-24	20-270-200-320-00	20	88514	Title IIA Professional Service
2023-24	20-270-200-580-00	20	88514	Title IIA Travel
2023-24	20-271-200-320-00	20	88514	Title IIA Carryover Professional
2023-24	20-271-200-580-00	20	88514	Travel Title IIA Carryover
2023-24	20-280-100-100-00	20	88541	Salaries
2023-24	20-280-100-600-00	20	88545	Supplies
2023-24	20-280-200-220-00	20	88551	Social Security Benefits
2023-24	20-280-200-320-00	20	88552	Purchase professional service
2023-24	20-280-200-580-00	20	88554	Title IV Travel
2023-24	20-280-200-600-00	20	88555	Title IV noninstructional Supplies
2023-24	20-281-100-600-00	20	88545	Title IV Carryover Supplies
2023-24	20-281-200-320-00	20	88552	Purchase Professional Service Carryover
2023-24	20-281-200-580-00	20	88554	Title IV Travel Carryover
2023-24	20-471-100-600-00	20	88131	Climate Awareness Instructional Supplies
2023-24	20-471-200-300-00	20	88131	Climate Awareness Professional Service

School Year	Account Number	GL Fund	BSR Line	Description
2023-24	20-471-200-500-00	20	88131	Climate Awareness Other Purchase Services
2023-24	20-483-100-101-00	20	88709	Salaries
2023-24	20-483-100-101-00-SU	20	88709	Salaries
2023-24	20-483-100-320-00	20	88709	Purchase Professional Services
2023-24	20-483-100-610-00	20	88709	Supplies
2023-24	20-483-200-110-00	20	88709	Salaries
2023-24	20-483-200-200-00	20	88709	Benefits
2023-24	20-483-200-220-00	20	88709	Social Security Benefits
2023-24	20-483-200-320-00	20	88709	Purchase Professional Service
2023-24	20-483-200-600-00	20	88709	Supplies
2023-24	20-483-400-731-00	20	88709	Equipment
2023-24	20-484-100-101-00-AB	20	88710	Salaries
2023-24	20-484-100-101-00-SU	20	88710	Salaries for teachers
2023-24	20-484-100-320-00	20	88710	Purchase Professional Services
2023-24	20-484-100-610-00	20	88710	Supplies
2023-24	20-484-200-220-00	20	88710	Social Security
2023-24	20-484-200-320-00	20	88710	Purchase Professional Services
2023-24	20-484-200-600-00	20	88710	Supplies
2023-24	20-485-100-101-00	20	88711	Salaries
2023-24	20-485-200-104-00	20	88711	Salaries
2023-24	20-485-200-200-00	20	88711	Benefits
2023-24	20-485-200-320-00	20	88711	Purchase Professional Service
2023-24	20-487-100-101-00	20	88713	Salaries ARP ESSER
2023-24	20-487-100-106-00	20	88713	Aides Salaries ARP ESSER
2023-24	20-487-100-610-00	20	88713	Supplies ARP ESSER
2023-24	20-487-200-104-00	20	88713	Salaries ARP ESSER
2023-24	20-487-200-110-00	20	88713	Noninstructional Other Salaries APR ESSER
2023-24	20-487-200-200-00	20	88713	Benefits ARP ESSER
2023-24	20-487-200-220-00	20	88713	Social Security ARP ESSER
2023-24	20-487-200-270-00	20	88713	Health Benefits ARP ESSER
2023-24	20-487-200-320-00	20	88713	Professional Services
2023-24	20-487-200-580-00	20	88713	Travel ARP ESSER
2023-24	20-487-200-600-00	20	88713	Noninstructional Supplies ARP ESSER
2023-24	20-487-200-800-00	20	88713	Miscellaneous ARP ESSER
2023-24	20-487-400-720-00	20	88713	Facilities ARP ESSER
2023-24	20-488-200-320-00	20	88714	Purchase Professional Service Learning Coach
2023-24	20-488-200-600-00	20	88714	Supplies Learning Coach

School Year	Account Number	GL Fund	BSR Line	Description
2023-24	20-489-100-101-00-SU	20	88715	Salaries Summer
2023-24	20-489-100-610-00	20	88715	Supplies Summer
2023-24	20-489-200-220-00	20	88715	Social Security Summer
2023-24	20-490-100-100-00	20	88716	Salaries Clubs Beyond the Day
2023-24	20-490-100-101-00-AB	20	88716	Salaries Beyond the day
2023-24	20-490-100-610-00	20	88716	Supplies Clubs Beyond the Day
2023-24	20-490-200-220-00	20	88716	Social Security Beyond the Day
2023-24	20-490-200-600-00	20	88716	Supplies Beyond the Day
2023-24	20-491-200-104-00	20	88717	Salaries ARP ESSER Mental Health
2023-24	20-491-200-200-00	20	88717	Benefits ARP ESSER Mental Health
2023-24	20-492-400-730-00	20	88136	SDA Capital Maintenance
2023-24	40-701-510-834-00	40	89600	Interest on Bonds
2023-24	40-701-510-910-00	40	89560	Redemption of Principal



(VIA EMAIL dfonzola@bbesnj.org
AND VIA REGULAR MAIL)

December 7, 2022

Bradley Beach Elementary School
515 Brinley Avenue
Bradley Beach, NJ 07720

ATT: Mr. David Tonzola
Business Administrator / Board Secretary

**Re: Proposal for Professional Services to Prepare a Facilities Assessment Report
for the Bradley Beach Public School District**
D | R Proposal No. 22-172

Dear Mr. Tonzola:

Per your request, Di Cara | Rubino Architects is pleased to submit our fee proposal to provide professional services to prepare a comprehensive Facilities Assessment Report at the District's following facilities:

- Bradley Beach Elementary School
- Existing Temporary Classroom Unit

We understand that the intent of this study is to provide the District with a comprehensive report outlining the major facility needs over the next five years.

Based on our understanding of the scope of work, Di Cara | Rubino Architects will provide the following services:

L SCOPE OF SERVICES:

A. Facility Assessment and Report

1. Prior to our assessment survey, our team will review existing documentation and previously-prepared LRFP.
2. Di Cara | Rubino Architects will provide a comprehensive evaluation, through visual observation, of the facilities' physical conditions. The evaluation will include:
 - Site conditions consisting of walkways, parking, ADA access, and fields
 - Exterior envelope consisting of roofs, walls, windows, and doors
 - Interior conditions consisting of interior materials, finishes, ceilings, walls, doors, and built-ins



Mr. David Tonzola
Proposal No. 22-172
December 7, 2022
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- Major components of the HVAC, plumbing, and electrical systems; taking note of major items in need of repair or replacement, ability to meet current codes, life expectancy, life safety issues, sustainability measures, etc.

It is during this phase that we will also identify major code issues (based on current codes) that are visually observable. Di Cara | Rubino Architects will also meet with select staff members, as well as the District’s Director of Buildings and Grounds to go over any known facility issues and performance.

3. Di Cara | Rubino Architects will provide a facilities assessment report. The report will outline the findings of the analysis with descriptions of the conditions, sketches (if applicable), and photographs. It will identify major items in need of repair and/or replacement, life expectancies of equipment, order of magnitude, opinion of probable cost, and a prioritized list, by year, of each item.

Di Cara | Rubino Architects and its team will meet with the District to review the report during its development as required, and will provide a bound narrative report addressing the factors in consideration.

B. Long Range Facility Report (Optional)

In addition to the Facility Assessment Report, Di Cara | Rubino Architects will update the District’s LRFP with any new projects, as required by the NJ Department of Education.

II. FEE PROPOSAL:

Based on the services outlined above, Di Cara | Rubino Architects respectfully submits the following fee breakdown:

A. Facility Assessment and Report.....	\$ 15,000.00
B. Long Range Facility Plan Update (Optional).....	\$ 3,000.00

Reimbursable expenses are billed in addition to the fees indicated above and generally include postage, overnight mail/courier service, photocopies, printing, plotting, and facsimiles and will be invoiced at 1.15 times the expense.

Exclusions:

The following services are excluded from the firm’s basic services:

- Civil Engineering
- Environmental or geotechnical engineering



Mr. David Torzola
Proposal No. 22-172
December 7, 2022
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- Identification and/or abatement of asbestos or any other hazardous materials
- Surveys, testing, or environmental studies
- Filing fees, permits, and applications
- Utility assessments
- Zoning/Planning Board meetings
- As-built drawings
- Testing and commissioning of M/E/P systems

Conditions:

Standard of Care: Services performed by Di Cara | Rubino Architects under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty, guarantee, or fiduciary responsibility is included or intended in this Agreement, or in any report, opinion, document or otherwise.

Hidden Conditions Verification of Existing Conditions: It is understood by the parties to this Agreement that the remodeling or rehabilitation of an existing structure requires that certain assumptions be made regarding existing conditions that are hidden from view. Because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the structure or its equipment, the Owner agrees that, where verification of existing conditions is impractical or impossible, and where the Architect has used reasonable care and diligence in the making of assumptions, the Owner will hold harmless, indemnify, and defend the Architect from and against any and all claims arising out of the professional services provided under this Agreement.

Safety: Di Cara | Rubino Architects is not responsible for the implementation, discharge, or monitoring of construction safety standards or practices. These items are explicitly excluded from our scope.

Hazardous Materials: Di Cara | Rubino Architects is not responsible for identification and/or removal of hazardous materials including, but not limited to, asbestos, lead and contaminated soils.

Limit of Liability: Client agrees that Di Cara | Rubino Architects' liability for any damage on account of any claimed error, omission, wrongful conduct, or professional negligence will be limited to an amount equal to Di Cara | Rubino Architects' fee. Di Cara | Rubino Architects, its agents, and employees shall not be liable for any lost profits or any claim or demand against Client by any other party. In no event shall Di Cara | Rubino Architects be liable for special, consequential, or exemplary damages or for damages due to delay in the work.



*Mr. David Tonzola
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Ownership of Documents: Client may use the documents for the project or purposes contemplated by this agreement. Client may not reuse the documents, or any of Di Cara | Rubino Architects' concepts or approaches in the Proposal to client, for any extension of the project or other project without our prior written consent. Any unauthorized reuse or extension of Di Cara | Rubino Architects' work is at Clients' sole risk and without liability to Di Cara | Rubino Architects, and Client will indemnify, defend, and hold Di Cara | Rubino Architects harmless from all claims or damages arising from any unauthorized reuse or extension of our work. All documents related to a project will be destroyed in accordance with Di Cara | Rubino Architects' Document Retention Guidelines in effect at that time.

Indemnification/Hold Harmless: The Owner agrees to indemnify, defend, and hold harmless Di Cara | Rubino Architects, their respective trustees, officers, employees and agents from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses in connection therewith arising from a third party claim on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly in whole or in part by the negligent act of or omission of the client, and/or anyone directly or indirectly employed by the client.

Sub-Consultant Charges: In the event that a sub-consultant charge is incurred outside of the original scope of work in this proposal, these additional fees incurred by Di Cara | Rubino Architects will be billed at 1.2x the expense to the Client. These fees are different than reimbursable expenses, which are billed at the stated rate found in this proposal.

Preliminary Budgeting: A preliminary budget will be prepared and issued as part of the scope of work for approval. When providing opinions or estimates of probable construction costs upon request of the College, such budgets are based on Di Cara | Rubino Architects' (DRA) experience and qualifications and only represents our judgment as a professional generally familiar with the industry. It is recognized that neither DRA, nor the Board has control over, among other things: (1) the cost of labor, materials or equipment, (2) the Contractor's methods of determining bid prices, (3) competitive bidding, market or negotiating conditions, or (4) costs of governmental approvals. Accordingly, DRA cannot and does not warrant or represent in any manner the actual cost of construction. As such, the Board agrees that DRA cannot be held liable for any damages claimed to have arisen out of construction costs exceeding DRA estimates of same, if any.



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Proposal No. 22-172
December 7, 2022
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Di Cara | Rubino Architects looks forward to continuing our relationship with the Bradley Beach Board of Education. If the above is acceptable, please sign below, initial each page, and return a copy of this proposal for our records.

Again, we thank you for the opportunity to submit our proposal, and please feel free to give me a call if anything in this proposal requires further clarification.

Respectfully submitted,

DI CARA | RUBINO ARCHITECTS

Allen Barnett, AIA
Principal

AJB/jrr

Accepted by:

Mr. David Tonzola
School Business Administrator/Board Secretary

Date: _____

7 September 2023

Mr. Michael Heidelberg, Principal
Mr. David Tonzola, Director Board of Education
Bradley Beach Elementary School
Bradley Beach, NJ 07720

Dear Mr. Heidelberg and Mr. Tonzola:

The Bradley Beach Arts Council is requesting the following dates for use of the auditorium: Dress Rehearsal Thursday, January 25 2024, 3:30-8:30 pm; Performance Friday, January 26 2024, 3:30-10:30 PM (performance begins 7:00); Saturday January 27 2024 (5:00-10:30 PM Performance 7:00); and Sunday January 28 2024 12:00-5:00 PM (Matinee 2:00). And/or: Thursday, February 1 Time TBD; Friday February 2 3:30-10:30 PM (performance begins 7:00); Saturday February 3 (5:00-10:30 PM Performance 7:00); Sunday February 4 12:00-5:00 PM (Matinee 2:00).

The Arts Council will present Alfred Uhry's *Driving Miss Daisy*. First produced in New York City at Playwright's Horizon in 1987, the play was awarded the Pulitzer Prize for Drama in 1988.

Driving Miss Daisy takes place from 1948-1973 in Atlanta, Georgia. It is loosely based on the story of Uhry's grandmother and her chauffeur, and inspired by his experience growing up Southern and Jewish in Atlanta in the 1940's and '50s. Two actual historical happenings are part of the play: the 1958 bombing of the Hebrew Benevolent Congregation and Atlanta's dinner honoring Martin Luther King Jr.'s 1964 Nobel Peace Prize. There will be a talk-back with the cast and audience following each performance.

We will look forward to hearing from you.

All best,

Julia Sandra Rand

Julia Sandra Rand, Chair

10 General Fund

Assets and Liabilities

Assets		
101	Cash	1,913,266.79
116	Capital Reserve Account	234,800.00
117	Maintenance Reserve Account	185,000.00
118	Emergency Reserve Account	178,600.00
121	Tax Levy Receivable	5,365,287.00
141	Accounts Receivable:	
	A/R: State of NJ	406,177.70
	Total Other Assets	406,177.70
		.00
Resources		
301	Estimated Revenues (Control Account / Normal Debit Balance)	7,197,709.00
302	Revenues	(7,180,981.52)
		<u>16,727.48</u>
	Total assets and resources:	8,299,858.97

10 General Fund

Liabilities and Fund Equity

Liabilities			
421	Accounts Payable	<u>(173,601.65)</u>	(173,601.65)
Fund Balance			
	Appropriated		
	Reserve for Encumbrances		
753	Reserve for Encumbrances: Current	4,395,100.01	
754	Reserve for Encumbrances: Prior	6,000.00	
601	Appropriations (Control Account/Normal Credit Balance)	7,624,933.90	
602	Expenditures	526,424.80	
603	Encumbrances	<u>4,401,100.01</u>	
	Less: Expenditures and Encumbrances	<u>(4,927,524.81)</u>	
	Total Appropriations		<u>7,098,509.10</u>
	Reserved Fund Balance		
761	Capital Reserve	234,800.00	
604	Add: Increase in Capital Reserve /Interest Deposit to Capital Reserve	1,000.00	
307	Less: Budgeted Withdrawal from Cap Reserve		<u>235,800.00</u>
764	Maintenance Reserve	185,000.00	
606	Add: Increase in Maintenance Reserve	<u>100.00</u>	
766	Emergency Reserve	178,600.00	
607	Add: Increase in Current Expense Emergency Reserve/Interest Deposits	<u>100.00</u>	
75X,76x	Other Reserves		<u>599,600.00</u>
	Total Reserved Fund Balance:		
	Unappropriated:		
303	Budgeted Fund Balance	<u>(422,253.00)</u>	
770	Fund Balance	<u>1,197,604.52</u>	
	Total Unappropriated:		<u>775,351.52</u>

Report of the Secretary to the Board of Education
Bradley Beach Board of Education
10 General Fund
2023-24 August

Total Liabilities and Fund Balance

8,299,858.97

10 General Fund

Recapitulation of Budgeted Fund Balance

	Budgeted	Actual	Variance
Appropriations	7,624,933.90	4,927,524.81	2,697,409.09
Revenues	(7,197,709.00)	(7,180,981.52)	(16,727.48)
	427,224.90	(2,253,456.71)	2,680,681.61
Change in Capital Reserve:			
Plus: Increase in Capital Reserve /Interest Deposit to Capital Reserve (604)	1,000.00	1,000.00	.00
Less: Budgeted Withdrawal from Cap Reserve (307)	1,000.00	1,000.00	.00
Change in Maintenance Reserve:			
Plus: Increase in Maintenance Reserve (606)	100.00	100.00	.00
	100.00	100.00	.00
Change in Emergency Reserve:			
Plus: Increase in Current Expense Emergency Reserve/Interest Deposits (607)	100.00	100.00	.00
	100.00	100.00	.00
Less: Reserve for Encumbrances: Prior Budgeted Fund Balance:	6,171.90	6,171.90	.00
	422,253.00	-2,258,428.61	2,680,681.61

10 General Fund

Interim Statements Comparing

Budget Revenue with Actual to Date and
 Appropriations with Expenditures and Encumbrances to Date

Revenue/sources of funds	Budgeted Estimated	Actual To Date	Unrealized Balance	
1XXX From Local Sources	6,736,612.00	6,719,884.52	16,727.48	
3XXX From State Sources	461,097.00	461,097.00	.00	
	7,197,709.00	7,180,981.52	16,727.48	
Expenditures	Appropriations	Expenditures	Encumbrances	Available Balance
General Current Expenses				
11-1xx-100-xxx Regular Programs	2,333,072.00	34,017.43	2,152,788.91	146,265.66
11-2xx-100-xxx Special Education	1,000.00	.00	.00	1,000.00
11-240-100-xxx Bilingual Education	141,812.00	.00	138,964.36	2,847.64
11-401-100-xxx School-sponsored Co/Extra-Curricular Activities	36,604.00	.00	.00	36,604.00
11-402-100-xxx School-sponsored Athletics	46,315.00	1,600.00	1,619.18	43,095.82
	2,558,803.00	35,617.43	2,293,372.45	229,813.12
Undistributed Expenditures				
11-xxx-xxx-2xx Personal Services - Employee Benefits	621,470.00	123,266.68	461,880.32	36,323.00
11-000-xxx-xxx Other	4,404,984.90	349,526.94	1,645,847.24	2,409,610.72
	5,026,454.90	472,793.62	2,107,727.56	2,445,933.72
Capital Outlay				
12-000-4xx-xxx Facilities Acquisition and Construction Services	21,662.00	.00	.00	21,662.00
	21,662.00	.00	.00	21,662.00
Special Schools				
	.00	.00	.00	.00
Other				
11-* Other General Current Expense	18,014.00	18,013.75	.00	.25
	18,014.00	18,013.75	.00	.25
	7,624,933.90	526,424.80	4,401,100.01	2,697,409.09

10 General Fund
Schedule Of Revenues
Actual Compared with Estimated

	Estimated	Actual	Unrealized
Revenues from Local Sources			
10-1210 Ad Valorem Taxes - Local Tax Levy	6,706,612.00	6,706,612.00	.00
10-1310 Tuition From Individuals	15,250.00	.00	15,250.00
10-1510 Interest On Investments	1,200.00	.00	1,200.00
10-1990 Miscellaneous Revenue from Local Sources	13,550.00	13,272.52	277.48
	<u>6,736,612.00</u>	<u>6,719,884.52</u>	<u>16,727.48</u>
Revenues from State Sources			
10-3121 Categorical Transportation Aid	85,575.00	85,575.00	.00
10-3132 Categorical Special Education Aid	221,110.00	221,110.00	.00
10-3177 Categorical Security Aid	134,097.00	134,097.00	.00
10-3178 Adjustment Aid	20,315.00	20,315.00	.00
	<u>461,097.00</u>	<u>461,097.00</u>	<u>.00</u>
	<u>7,197,709.00</u>	<u>7,180,981.52</u>	<u>16,727.48</u>

10 General Fund

Statement of Appropriations
 Compared with Expenditures and Encumbrances

	Appropriations	Expenditures	Encumbrances	Available Balance
Regular Programs - Instruction				
11-105-100-101 Preschool - Salaries of Teachers	95,975.00	.00	95,975.00	.00
11-105-100-936 Local Contribution - Transfer to Special Revenue Fund - Inclusion	58,676.00	.00	58,676.00	.00
11-110-100-101 Kindergarten - Salaries of Teachers	167,350.00	.00	164,350.00	3,000.00
11-120-100-101 Grades 1-5 - Salaries of Teachers	1,123,040.00	.00	1,023,078.00	99,962.00
11-130-100-101 Grades 6-8 - Salaries of Teachers	715,191.00	.00	706,191.00	9,000.00
11-110-100-270 Health Benefits	580,342.00	116,440.26	434,578.74	29,323.00
	2,740,574.00	116,440.26	2,482,848.74	141,285.00
Regular Programs - Home Instruction				
11-150-100-101 Salaries of Teachers	1,000.00	.00	.00	1,000.00
	1,000.00	.00	.00	1,000.00
Regular Programs - Undistributed Instruction				
11-190-100-500 Other Purchased Services (400-500 series)	7,500.00	.00	.00	7,500.00
11-190-100-610 General Supplies	121,340.00	27,490.88	72,000.34	21,848.78
11-190-100-800 Other Objects	43,000.00	6,526.55	32,518.57	3,954.88
11-190-100-260 Workmen's Compensation	7,000.00	.00	.00	7,000.00
	178,840.00	34,017.43	104,518.91	40,303.66
Special Education - Home Instruction				
11-219-100-101 Salaries of Teachers	1,000.00	.00	.00	1,000.00
	1,000.00	.00	.00	1,000.00
Bilingual Education - Instruction				
11-240-100-101 Salaries of Teachers	141,012.00	.00	138,762.00	2,250.00
11-240-100-610 General Supplies	800.00	.00	202.36	597.64
11-240-100-270 Health Benefits	34,128.00	6,826.42	27,301.58	.00
	175,940.00	6,826.42	166,265.94	2,847.64
School - Sponsored Co-curricular and Extra-curricular Activities				
11-401-100-100 Salaries	36,354.00	.00	.00	36,354.00
11-401-100-600 Supplies and Materials	250.00	.00	.00	250.00
	36,604.00	.00	.00	36,604.00
School - Sponsored Athletics				

Report of the Secretary to the Board of Education
 Bradley Beach Board of Education
 2023-24 August

	Appropriations	Expenditures	Encumbrances	Available Balance
11-402-100-100	28,815.00	.00	.00	28,815.00
11-402-100-500	15,000.00	1,600.00	.00	13,400.00
11-402-100-600	2,500.00	.00	1,619.18	880.82
	46,315.00	1,600.00	1,619.18	43,095.82
Summer School				
Salaries of Teacher Tutors	18,014.00	18,013.75	.00	.25
	18,014.00	18,013.75	.00	.25
UNDISTRIBUTED EXPENDITURES				
Instruction				
Tuition to Other LEAs Within the State-Regular	1,260,355.00	.00	.00	1,260,355.00
Tuition to Other LEAs Within the State-Special	297,862.00	.00	.00	297,862.00
Tuition to County Vocational School District - Regular	51,618.00	.00	.00	51,618.00
Tuition to County Vocational School District - Special	26,216.00	.00	.00	26,216.00
Tuition to APSSD Within the State	77,102.00	.00	77,101.50	.50
	1,713,153.00	.00	77,101.50	1,636,051.50
Attendance and Social Work Services				
Salaries	62,642.00	5,723.63	56,180.87	737.50
Salaries of Family Liaisons/Community Parent Involvement Specialists	19,350.00	.00	.00	19,350.00
Social Security Contributions	6,046.00	.00	6,046.00	.00
Supplies and Materials	800.00	390.23	.00	409.77
	88,838.00	6,113.86	62,226.87	20,497.27
Health Services				
Salaries	70,276.00	2,520.00	64,976.00	2,780.00
Social Security Contributions	715.00	.00	715.00	.00
Purchased Professional and Technical Services	5,000.00	.00	2,000.00	3,000.00
Supplies and Materials	2,500.00	.00	896.38	1,603.62
Other Objects	300.00	.00	.00	300.00
	78,791.00	2,520.00	68,587.38	7,683.62
Speech/Occupational Therapy/Physical Therapy and Related Services				
Salaries	67,333.00	.00	67,333.00	.00
Purchased Professional - Educational Services	48,385.00	.00	.00	48,385.00
Supplies and Materials	500.00	.00	219.59	280.41
Health Benefits	41,399.00	7,624.94	33,774.06	.00
	157,617.00	7,624.94	101,326.65	48,665.41
Extraordinary Services				

Report of the Secretary to the Board of Education
 Bradley Beach Board of Education
 2023-24 August

	Appropriations	Expenditures	Encumbrances	Available Balance
11-000-217-100	17,551.00	.00	14,051.00	3,500.00
11-000-217-270	15,792.00	1,483.22	14,118.78	190.00
	33,343.00	1,483.22	28,169.78	3,690.00
Guidance Services				
11-000-218-104	65,222.00	.00	65,222.00	.00
11-000-218-270	17,525.00	2,697.70	14,827.30	.00
11-000-218-600	300.00	.00	196.21	103.79
	83,047.00	2,697.70	80,245.51	103.79
Child Study Teams				
11-000-219-104	129,855.00	9,977.16	118,752.84	1,125.00
11-000-219-320	1,500.00	.00	.00	1,500.00
11-000-219-600	9,000.00	7,503.10	1,152.50	344.40
11-000-219-800	2,000.00	.00	919.00	1,081.00
11-000-219-270	74,413.00	12,282.13	57,381.83	4,749.04
	216,768.00	29,762.39	178,206.17	8,799.44
Improvement of Instruction Services				
11-000-221-102	104,515.00	17,419.16	87,095.84	.00
11-000-221-104	3,600.00	1,822.50	.00	1,777.50
11-000-221-105	19,530.00	2,441.25	17,088.75	.00
11-000-221-220	1,771.00	.00	1,771.00	.00
11-000-221-600	1,455.00	.00	1,450.05	4.95
11-000-221-800	45.00	.00	.00	45.00
	130,916.00	21,682.91	107,405.64	1,827.45
Educational Media/Library Services				
11-000-222-177	79,447.00	13,240.84	66,206.16	.00
11-000-222-220	4,924.00	.00	4,924.00	.00
11-000-222-270	40,246.00	7,624.94	32,621.06	.00
	124,617.00	20,865.78	103,751.22	.00
Instructional Staff Training Services				
11-000-223-320	7,250.00	.00	7,250.00	.00
11-000-223-580	2,000.00	1,611.00	.00	389.00
	9,250.00	1,611.00	7,250.00	389.00
Support Services - General Administration				
11-000-230-100	173,297.00	28,600.64	144,696.36	.00
11-000-230-331	6,000.00	.00	.00	6,000.00
11-000-230-332	26,500.00	.00	26,500.00	.00

Report of the Secretary to the Board of Education
 Bradley Beach Board of Education
 2023-24 August

	Appropriations	Expenditures	Encumbrances	Available Balance
11-000-230-334	24,100.00	.69	6,000.00	18,099.31
11-000-230-339	20,293.00	13,519.00	6,730.00	44.00
11-000-230-530	8,753.00	1,030.70	2,020.73	5,701.57
11-000-230-585	4,600.00	.00	2,875.00	1,725.00
11-000-230-590	4,000.00	8.80	2,248.76	1,742.44
11-000-230-610	6,000.00	765.00	3,725.00	1,510.00
11-000-230-890	4,410.00	3,484.25	500.00	425.75
11-000-230-895	4,028.00	4,027.21	.00	.79
	281,981.00	51,436.29	195,295.85	35,248.86
Support Services - School Administration				
11-000-240-103	9,391.00	1,565.00	7,826.00	.00
11-000-240-600	200.00	.00	.00	200.00
11-000-240-800	1,000.00	.00	860.00	140.00
	10,591.00	1,565.00	8,686.00	340.00
Central Services				
11-000-251-100	162,168.00	29,356.49	120,969.84	11,841.67
11-000-251-330	335.00	335.00	.00	.00
11-000-251-340	22,020.00	21,520.00	500.00	.00
11-000-251-600	2,815.00	.00	805.00	2,010.00
11-000-251-890	3,500.00	1,575.00	.00	1,925.00
	190,838.00	52,786.49	122,274.84	15,776.67
Administrative Information Technology				
11-000-252-100	12,500.00	2,083.66	10,416.34	.00
11-000-252-600	4,500.00	1,011.00	2,649.98	839.02
	17,000.00	3,094.66	13,066.32	839.02
Required Maintenance for School Facilities				
11-000-261-420	107,680.00	39,326.88	56,323.61	12,029.51
11-000-261-610	15,171.90	2,378.85	2,863.05	9,930.00
11-000-261-800	35,009.00	10,683.40	1,250.00	23,075.60
11-000-261-270	.00	-1,094.48	.00	1,094.48
	157,860.90	51,294.65	60,436.66	46,129.59
Custodial Services				
11-000-262-100	183,965.00	29,927.48	149,137.50	4,900.02
11-000-262-107	30,798.00	.00	.00	30,798.00
11-000-262-220	17,515.00	.00	17,515.00	.00
11-000-262-260	40,394.00	.00	.00	40,394.00

Report of the Secretary to the Board of Education
 Bradley Beach Board of Education
 2023-24 August

	Appropriations	Expenditures	Encumbrances	Available Balance
11-000-262-270	59,530.00	9,643.66	48,492.66	1,393.68
11-000-262-300	7,400.00	.00	950.00	6,450.00
11-000-262-490	5,150.00	.00	.00	5,150.00
11-000-262-520	74,087.00	13,540.00	.00	60,547.00
11-000-262-610	12,000.00	.00	3,503.33	8,496.67
11-000-262-621	45,000.00	.00	.00	45,000.00
11-000-262-622	48,000.00	.00	.00	48,000.00
	523,839.00	53,111.14	219,598.49	251,129.37
Security				
11-000-266-420	8,000.00	1,762.80	5,823.00	414.20
11-000-266-610	2,000.00	.00	.00	2,000.00
	10,000.00	1,762.80	5,823.00	2,414.20
Student Transportation Services				
11-000-270-160	48,578.00	8,096.32	40,481.68	.00
11-000-270-503	14,308.00	.00	.00	14,308.00
11-000-270-512	100.00	.00	.00	100.00
11-000-270-513	67,212.00	.00	.00	67,212.00
11-000-270-515	29,708.00	.00	.00	29,708.00
11-000-270-517	59,860.00	.00	.00	59,860.00
11-000-270-518	38,685.00	.00	1,703.83	36,981.17
	258,451.00	8,096.32	42,185.51	208,169.17
Personnel Services - Unallocated Employee Benefits				
11-000-291-220	40,246.00	7,466.38	32,779.62	.00
11-000-291-241	101,269.00	215.71	6,784.29	94,269.00
11-000-291-260	5,000.00	.00	.00	5,000.00
11-000-291-270	103,741.00	15,159.70	79,368.94	9,212.36
11-000-291-280	6,000.00	1,000.00	.00	5,000.00
11-000-291-290	9,000.00	.00	.00	9,000.00
	265,256.00	23,841.79	118,932.85	122,481.36
Facilities Acquisition and Construction Services				
12-000-400-896	21,662.00	.00	.00	21,662.00
	21,662.00	.00	.00	21,662.00
Other Uses				

Report of the Secretary to the Board of Education
 Bradley Beach Board of Education
 2023-24 August

	Appropriations	Expenditures	Encumbrances	Available Balance
11-000-500-561				
Transfer of Funds to Charter Schools	52,828.00	8,176.00	44,652.00	.00
	52,828.00	8,176.00	44,652.00	.00
Equipment	.00	.00	.00	.00
Contribution (Transfer) of Funds to Charter Schools	.00	.00	.00	.00
General Fund	7,624,933.90	526,424.80	4,400,475.01	2,698,034.09

David J. [Signature]
 School Business Administrator Signature

9/5/24
 Date

20 Special Revenue Fund

Assets and Liabilities

Assets		
101	Cash	(74,068.68)
	Accounts Receivable:	
132	Interfund Receivable	58,676.00
141	A/R: State of NJ	381,393.54
		440,069.54
Resources		
301	Estimated Revenues	1,536,876.37
302	Revenues	(440,070.00)
		<u>1,096,806.37</u>
	Total assets and resources:	1,462,807.23

20 Special Revenue Fund
Liabilities and Fund Equity

Liabilities					
Fund Balance					
753	Appropriated				.00
754	Reserve for Encumbrances				
	Reserve for Encumbrances: Current			833,570.52	
	Reserve for Encumbrances: Prior				
601	Appropriations			1,536,876.37	
602	Expenditures		74,069.14		
603	Encumbrances		<u>833,570.52</u>		
	Less: Expenditures and Encumbrances			(907,639.66)	
	Total Appropriations				1,462,807.23
75X,76x	Reserved Fund Balance				
	Other Reserves			<u>.00</u>	
	Total Reserved Fund Balance:				.00
303	Unappropriated:				
770	Budgeted Fund Balance				
	Unassigned Fund Balance				
	Total Unappropriated:				.00
	Total Liabilities and Fund Balance				1,462,807.23

20 Special Revenue Fund
Recapitulation of Budgeted Fund Balance

	Budgeted	Actual	Variance
Appropriations	1,536,876.37	907,639.66	629,236.71
Revenues	(1,536,876.37)	(440,070.00)	(1,096,806.37)
	.00	467,569.66	(467,569.66)

Less: Reserve for Encumbrances: Prior
 Budgeted Fund Balance:

	.00	467,569.66	-467,569.66
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20 Special Revenue Fund

Interim Statements Comparing

Budget Revenue with Actual to Date and

Appropriations with Expenditures and Encumbrances to Date

Revenue/sources of funds	Budgeted Estimated	Actual To Date	Unrealized Balance
3XXX From State Sources	381,394.00	381,394.00	.00
4XXX From Federal Sources	1,096,806.37	.00	1,096,806.37
5XXX From Other Sources	58,676.00	58,676.00	.00
	1,536,876.37	440,070.00	1,096,806.37
Expenditures	Appropriations	Expenditures	Encumbrances
	.00	.00	.00
Local Projects			
State Projects			
20-218-xxx-xxx Preschool Education Aid	440,070.00	25,426.54	399,873.46
	440,070.00	25,426.54	399,873.46
Federal Projects			
20-23x-xxx-xxx ESSA Title I, Part A	86,196.00	.00	73,235.00
20-24x-xxx-xxx ESSA Title III	10,293.00	.00	5,247.00
20-25x-xxx-xxx I.D.E.A. Part B	124,688.00	.00	94,670.00
20-27x-xxx-xxx ESSA Title IIA / IID	11,700.00	.00	3,460.87
20-28x-xxx-xxx ESSA Title IV	10,000.00	.00	8,500.00
20-483-xxx-xxx CRRSA Act-ESSER II Grant Program	13,709.05	7,983.60	5,725.45
20-484-xxx-xxx CRRSA Act-Learning Acceleration Grant Program	1,500.00	1,500.00	.00
20-487-xxx-xxx ARP-ESSER Grant Program	752,156.00	24,513.04	225,653.48
20-488-xxx-xxx ARP ESSER Subgrant (ALCES)	11,339.13	.00	8,939.13
20-489-xxx-xxx ARP ESSER Subgrant (EBSLEA)	40,000.00	14,621.74	1,661.91
20-490-xxx-xxx ARP Evidence Based Learning Beyond the Sch Day	30,864.84	24.22	2,243.87
20-491-xxx-xxx ARP ESSER Subgrant (NJTSS)	4,360.35	.00	4,360.35
	1,096,806.37	48,642.60	433,697.06
	1,536,876.37	74,069.14	833,570.52
			614,466.71
			629,236.71

20 Special Revenue Fund

**Schedule Of Revenues
 Actual Compared with Estimated**

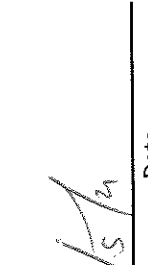
	Estimated	Actual	Unrealized
Revenues from State Sources			
20-3218 Preschool Education Aid and Prior Year Carryover	381,394.00	381,394.00	.00
	<u>381,394.00</u>	<u>381,394.00</u>	<u>.00</u>
Revenues from Federal Sources			
20-4411 Title I-Part A	86,196.00	.00	86,196.00
20-4420 I.D.E.A. Part B	124,688.00	.00	124,688.00
20-4451 Title II-A	11,700.00	.00	11,700.00
20-4471 Title IV - Part A - Student Support and Acad Enrichment	10,000.00	.00	10,000.00
20-4491 Title III	10,293.00	.00	10,293.00
20-4534 CRRSA Act - ESSER II	13,709.05	.00	13,709.05
20-4535 CRRSA Act - Learning Acceleration Grant	1,500.00	.00	1,500.00
20-4540 ARP-ESSR	752,156.00	.00	752,156.00
20-4541 ARP ESSER Accelerated Learning Coaching/Ed Support	11,339.13	.00	11,339.13
20-4542 ARP ESSER Evid-Based Sum Learning & Enrichment Act	40,000.00	.00	40,000.00
20-4543 ARP ESSER Evid-Based Comp Beyond the School Day Act	30,864.84	.00	30,864.84
20-4544 ARP ESSER NJTSS Mental Health Support Staffing	4,360.35	.00	4,360.35
	<u>1,096,806.37</u>	<u>.00</u>	<u>1,096,806.37</u>
Revenues from Other Financing Sources			
20-5200 Interfund Transfers	58,676.00	58,676.00	.00
	<u>58,676.00</u>	<u>58,676.00</u>	<u>.00</u>
	<u>1,536,876.37</u>	<u>440,070.00</u>	<u>1,096,806.37</u>

20 Special Revenue Fund
Statement of Appropriations
Compared with Expenditures and Encumbrances

	Appropriations	Expenditures	Encumbrances	Available Balance
Preschool Education				
20-218-100-101 Salaries of Teachers	149,443.00	.00	149,443.00	.00
20-218-100-106 Other Salaries for Instruction	111,324.00	.00	111,324.00	.00
20-218-100-600 General Supplies	7,770.00	.00	.00	7,770.00
20-218-200-102 Salaries of Supervisors of Instruction	57,000.00	9,500.00	47,500.00	.00
20-218-200-104 Salaries of Other Professional Staff	25,209.00	.00	25,209.00	.00
20-218-200-200 Personal Services - Employee Benefits	82,324.00	15,926.54	66,397.46	.00
20-218-200-330 Other Purchased Professional Services	7,000.00	.00	.00	7,000.00
	<u>440,070.00</u>	<u>25,426.54</u>	<u>399,873.46</u>	<u>14,770.00</u>
ESSA Title I, Part A				
20-231-100-101 Salaries of Teachers	69,470.00	.00	69,470.00	.00
20-231-200-200 Employee Benefits	16,726.00	.00	3,765.00	12,961.00
	<u>86,196.00</u>	<u>.00</u>	<u>73,235.00</u>	<u>12,961.00</u>
ESSA Title III				
20-241-100-101 Salaries of Teachers	5,247.00	.00	5,247.00	.00
20-241-100-610 Instructional Supplies	1,288.00	.00	.00	1,288.00
20-241-200-200 Employee Benefits	3,358.00	.00	.00	3,358.00
20-241-200-580 Other Purchased Services	300.00	.00	.00	300.00
20-241-200-600 Supplies and Materials	100.00	.00	.00	100.00
	<u>10,293.00</u>	<u>.00</u>	<u>5,247.00</u>	<u>5,046.00</u>
IDEA Part B				
20-250-100-101 Salaries of Teachers	33,000.00	.00	33,000.00	.00
20-250-100-106 Salaries - Other	55,662.00	.00	55,662.00	.00
20-250-200-200 Employee Benefits	25,378.00	.00	4,258.00	21,120.00
20-250-200-320 Professional Technical Services	7,777.00	.00	.00	7,777.00
	<u>121,817.00</u>	<u>.00</u>	<u>92,920.00</u>	<u>28,897.00</u>
IDEA Part B				
20-252-100-101 Salaries of Teachers	1,750.00	.00	1,750.00	.00
20-252-200-200 Employee Benefits	1,121.00	.00	.00	1,121.00
	<u>2,871.00</u>	<u>.00</u>	<u>1,750.00</u>	<u>1,121.00</u>
ESSA Title IIA / IID				
20-270-200-320 Program Expenditures	11,700.00	.00	3,460.87	8,239.13

Report of the Secretary to the Board of Education
 Bradley Beach Board of Education
 2023-24 August

	Appropriations	Expenditures	Encumbrances	Available Balance
	11,700.00	.00	3,460.87	8,239.13
ESSA Title IV				
20-280-100-600 Instructional Supplies	1,000.00	.00	.00	1,000.00
20-280-200-320 Professional Technical Services	8,500.00	.00	8,500.00	.00
20-280-200-580 Other Purchased Services	500.00	.00	.00	500.00
	10,000.00	.00	8,500.00	1,500.00
CRRSA Act-ESSER II Grant Program				
20-483-100-101 Program Expenditures	13,709.05	7,983.60	5,725.45	.00
	13,709.05	7,983.60	5,725.45	.00
CRRSA Act-Learning Acceleration Grant Program				
20-484-200-320 Program Expenditures	1,500.00	1,500.00	.00	.00
	1,500.00	1,500.00	.00	.00
ARP-ESSER Grant Program				
20-487-100-101 Program Expenditures	752,156.00	24,513.04	225,653.48	501,989.48
	752,156.00	24,513.04	225,653.48	501,989.48
ARP ESSER Subgrant (ALCES)				
20-488-200-320 Program Expenditures	11,339.13	.00	8,939.13	2,400.00
	11,339.13	.00	8,939.13	2,400.00
ARP ESSER Subgrant (EBSLEA)				
20-489-100-101 Program Expenditures	40,000.00	14,621.74	1,661.91	23,716.35
	40,000.00	14,621.74	1,661.91	23,716.35
ARP Evidence Based Learning Beyond the School Day				
20-490-100-100 Program Expenditures	30,864.84	24.22	2,243.87	28,596.75
	30,864.84	24.22	2,243.87	28,596.75
ARP ESSER Subgrant (NJTSS)				
20-491-200-104 Program Expenditures	4,360.35	.00	4,360.35	.00
	4,360.35	.00	4,360.35	.00
Special Revenue Fund	1,536,876.37	74,069.14	833,570.52	629,236.71


 School Business Administrator Signature

Date 9/5/24

Report of the Secretary to the Board of Education
Bradley Beach Board of Education
2023-24 August

SECRET

30 Capital Projects Fund

Assets and Liabilities

Assets	
101	Cash
Resources	
301	Estimated Revenues
302	Revenues
	<u>.00</u>

Total assets and resources:

30 Capital Projects Fund
Liabilities and Fund Equity

Liabilities			
Fund Balance			
753	Appropriated		
	Reserve for Encumbrances		
754	Reserve for Encumbrances: Current		
	Reserve for Encumbrances: Prior		
601	Appropriations		
602	Expenditures		
603	Encumbrances		
	Less: Expenditures and Encumbrances		
	Total Appropriations		.00
75X,76x	Reserved Fund Balance		
	Other Reserves	.00	
	Total Reserved Fund Balance:		.00
303	Unappropriated:		
770	Budgeted Fund Balance		
	Fund Balance		
	Total Unappropriated:		.00

Total Liabilities and Fund Balance

30 Capital Projects Fund
Recapitulation of Budgeted Fund Balance

	Budgeted	Actual	Variance
Appropriations	.00	.00	.00
Revenues	(.00)	(.00)	(.00)
	<u>.00</u>	<u>.00</u>	<u>.00</u>
Less: Reserve for Encumbrances: Prior			
Budgeted Fund Balance:	<u>.00</u>	<u>.00</u>	<u>.00</u>

30 Capital Projects Fund

Interim Statements Comparing

Budget Revenue with Actual to Date and

Appropriations with Expenditures and Encumbrances to Date

Revenue/sources of funds	Budgeted Estimated	Actual To Date	Unrealized Balance
	.00	.00	.00
Expenditures	Appropriations	Expenditures	Encumbrances
			Available Balance

30 Capital Projects Fund

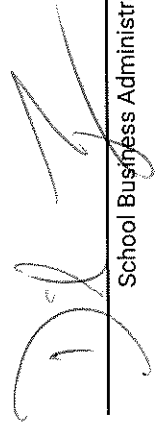
Schedule Of Revenues
Actual Compared with Estimated

	Estimated	Actual	Unrealized
	.00	.00	.00


30 Capital Projects Fund

**Statement of Appropriations
Compared with Expenditures and Encumbrances**

	Appropriations	Expenditures	Encumbrances	Available Balance
Capital Projects Fund	.00	.00	.00	.00



School Business Administrator Signature



Date

40 Debt Service Fund

Assets and Liabilities

Assets		
101	Cash	9.57
121	Tax Levy Receivable	
Resources		
301	Estimated Revenues	
302	Revenues	.00
		<u>9.57</u>

Total assets and resources:

40 Debt Service Fund

Liabilities and Fund Equity

Liabilities		.00
Fund Balance		
	Appropriated	
	Reserve for Encumbrances	
753	Reserve for Encumbrances: Current	
754	Reserve for Encumbrances: Prior	
601	Appropriations	
602	Expenditures	
603	Encumbrances	
	Less: Expenditures and Encumbrances	
	Total Appropriations	.00
	Reserved Fund Balance	
75X,76x	Other Reserves	.00
	Total Reserved Fund Balance:	
	Unappropriated:	
303	Budgeted Fund Balance	
770	Fund Balance	9.57
	Total Unappropriated:	9.57
	Total Liabilities and Fund Balance	9.57

40 Debt Service Fund
Recapitulation of Budgeted Fund Balance

	Budgeted	Actual	Variance
Appropriations	.00	.00	.00
Revenues	(.00)	(.00)	(.00)
	<u>.00</u>	<u>.00</u>	<u>.00</u>
Less: Reserve for Encumbrances: Prior			
Budgeted Fund Balance:	<u>.00</u>	<u>.00</u>	<u>.00</u>

40 Debt Service Fund

Schedule Of Revenues

Actual Compared with Estimated

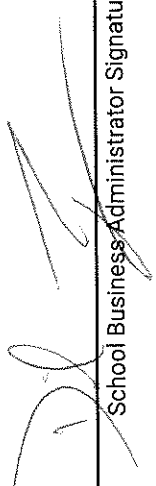
Estimated Actual Unrealized

.00 .00 .00

40 Debt Service Fund

**Statement of Appropriations
 Compared with Expenditures and Encumbrances**

	Appropriations	Expenditures	Encumbrances	Available Balance
Regular Debt Service	.00	.00	.00	.00
Debt Service Fund	.00	.00	.00	.00



 School Business Administrator Signature



 Date

REPORT OF THE TREASURER TO THE BRADLEY BEACH BOARD OF EDUCATION
FOR THE MONTH ENDING

8/31/23

Attachment XVI-N

PAGE 1 OF 6

FUNDS	CASH BALANCE	CASH RECEIPTS THIS MONTH	CASH DISBURSEMENTS THIS MONTH	CASH ENDING BALANCE(1+2-3)
GENERAL FUND--FUND 10	\$1,413,927.95	\$1,371,060.07	\$273,321.23	\$2,511,666.79
SPECIAL REVENUE FUND--FUND 20	(\$31,928.58)	\$300.00	\$42,440.10	(\$74,068.68)
CAPITAL PROJECTS FUND--FUND 30	\$0.00	\$0.00	\$0.00	\$0.00
DEBT SERVICE FUND--FUND 40	\$9.57	\$0.00	\$0.00	\$9.57
TOTAL GOVERNMENTAL FUNDS	\$1,382,008.94	\$1,371,360.07	\$315,761.33	\$2,437,607.68
ENTERPRISE FUND--FUND 5X	\$41,181.35	\$5,601.04	\$8,132.25	\$38,650.14
PAYROLL	\$6.43	\$188,673.07	\$188,667.74	\$11.76
PAYROLL AGENCY	\$107,575.54	\$47,143.20	\$153,943.60	\$775.14
UNEMPLOYMENT TRUST	\$43,682.46	\$31.69	\$0.00	\$43,714.15
TOTAL TRUST & AGENCY FUNDS	\$151,264.43	\$235,847.96	\$342,611.34	\$44,501.05
TOTAL ALL FUNDS	\$1,574,454.72	\$1,612,809.07	\$666,504.92	\$2,520,758.87

PREPARED & SUBMITTED BY


TREASURER OF SCHOOL MONIES 9/14/2023 DATE

BRADLEY BEACH BOARD OF EDUCATION BANK RECONCILIATION--PAYROLL ACCOUNT
BANK: BANK OF AMERICA
ACCOUNT #726-0100089

STATEMENT DATE: 8/31/23

\$5,114.53

BALANCE PER BANK			
ADDITIONS: DEPOSITS IN TRANSIT	DATE	AMOUNT	
		\$0.00	
		\$0.00	
		\$0.00	
TOTAL DEPOSITS IN TRANSIT		\$0.00	
		AMOUNT	
DEDUCTIONS: OUTSTANDING CHECKS		\$5,102.77	
OTHER		\$0.00	
TOTAL DEDUCTIONS		\$5,102.77	

NET RECONCILING ITEMS (\$5,102.77) ADJUSTED BALANCE PER BANK \$11.76

BALANCE PER BOARD SECRETARY'S RECORDS AS OF _____
RECONCILING ITEMS:
ADDITIONS
INTEREST EARNED _____
OTHER (EXPLAIN) _____
TOTAL ADDITIONS _____
DEDUCTIONS
BANK CHARGES _____
OTHER (EXPLAIN) _____
TOTAL DEDUCTIONS _____
NET RECONCILING ITEMS _____
ADJUSTED BOARD SECRETARY'S BALANCE AS OF _____

BRADLEY BEACH BOARD OF EDUCATION BANK RECONCILIATION--UNEMPLOYMENT INSURANCE
BANK: BANK OF AMERICA
ACCOUNT #726-0101875

STATEMENT DATE: 8/31/23

\$43,714.15

BALANCE PER BANK			
ADDITIONS: DEPOSITS IN TRANSIT	DATE	AMOUNT	
		\$0.00	
		\$0.00	
		\$0.00	
TOTAL DEPOSITS IN TRANSIT		\$0.00	
		AMOUNT	
DEDUCTIONS: OUTSTANDING CHECKS		\$0.00	
OTHER		\$0.00	
TOTAL DEDUCTIONS		\$0.00	

NET RECONCILING ITEMS \$0.00 ADJUSTED BALANCE PER BANK \$43,714.15

BALANCE PER BOARD SECRETARY'S RECORDS AS OF _____
RECONCILING ITEMS:
ADDITIONS
INTEREST EARNED _____
OTHER (EXPLAIN) _____
TOTAL ADDITIONS _____
DEDUCTIONS
BANK CHARGES _____
OTHER (EXPLAIN) _____
TOTAL DEDUCTIONS _____
NET RECONCILING ITEMS _____
ADJUSTED BOARD SECRETARY'S BALANCE AS OF _____

BRADLEY BEACH BOARD OF EDUCATION BANK RECONCILIATION--CAFETERIA ACCT.
BANK: BANK OF AMERICA
ACCOUNT #726-0101344

STATEMENT DATE: 8/31/23

BALANCE PER BANK \$38,650.14

ADDITIONS: DEPOSITS IN TRANSIT	DATE	AMOUNT
		\$0.00
		\$0.00
		\$0.00
TOTAL DEPOSITS IN TRANSIT		\$0.00

	AMOUNT
DEDUCTIONS: OUTSTANDING CHECKS	\$0.00
	\$0.00
OTHER	\$0.00
TOTAL DEDUCTIONS	\$0.00

NET RECONCILING ITEMS	\$0.00	
ADJUSTED BALANCE PER BANK		\$38,650.14

BALANCE PER BOARD SECRETARY'S RECORDS AS OF _____

RECONCILING ITEMS:

ADDITIONS

INTEREST EARNED _____

OTHER (EXPLAIN) _____

TOTAL ADDITIONS _____

DEDUCTIONS

BANK CHARGES _____

OTHER (EXPLAIN) _____

TOTAL DEDUCTIONS _____

NET RECONCILING ITEMS _____

OUTSTANDING CHECKS AS OF 8/31/23
SALARY CASH ACCOUNT #726-0100089

CHECK #	AMOUNT	CHECK #	AMOUNT
37372	\$1,017.64		
37374	\$1,794.57		
37375	\$1,150.27		
37376	\$1,140.29		

GRAND TOTAL, SALARY ACCOUNT

\$5,102.77

OUTSTANDING CHECKS AS OF 8/31/23
CASH ACCOUNT #726-0100062

CHECK #	AMOUNT	CHECK #	AMOUNT
21466	\$4.99		
21675	\$29.75		
21680	\$6,300.00		
21696	\$75.00		
21704	\$150.00		
21706	\$197.00		
21763	\$511.00		
21764	\$22,284.00		
21771	\$12,685.25		
21778	\$230.00		
21788	\$225.00		
21797	\$2,180.00		
21813	\$511.00		
21833	\$1,500.00		
21835	\$3,500.00		
21839	\$112.79		

OUTSTANDING CHECKS AS OF 8/31/23
PAYROLL/AGENCY ACCOUNT # 0072-6010-2200

CHECK #	AMOUNT	CHECK #	AMOUNT
---------	--------	---------	--------

[Adjustment] Tx: 26357 to record August Transfers						
Date	Fund	Act #	Act Desc	Type	Pre	Post
8/30/2023	11	11-000-100-561-00	Tuition to other LEAs w/i state regular	Adjustment	1,269,572.00	1,266,605.00
8/30/2023	11	11-000-100-561-00	Tuition to other LEAs w/i state regular	Adjustment	1,266,605.00	1,260,355.00
8/30/2023	11	11-000-100-566-00	Tuition private school for disabled w/i state	Adjustment	74,135.00	77,102.00
8/30/2023	11	11-000-221-600-00	Supplis and materials	Adjustment	1,000.00	1,455.00
8/30/2023	11	11-000-221-800-00	Other objects	Adjustment	500.00	45.00
8/30/2023	11	11-000-223-320-00	Purchase Prof-ed services	Adjustment	1,000.00	7,250.00
8/30/2023	11	11-000-230-530-00	Communications-telephone	Adjustment	8,730.00	6,730.00
8/30/2023	11	11-000-230-610-00	General Supplies	Adjustment	4,000.00	6,000.00
8/30/2023	11	11-105-100-101-00	Salaries: Teachers Preschool	Adjustment	.00	95,975.00
8/30/2023	11	11-110-100-101-00	Salaries: Teachers Kindergarten	Adjustment	250,975.00	164,350.00
8/30/2023	11	11-120-100-101-00	Salaries: Teachers Grades 1-5	Adjustment	1,120,853.00	1,111,503.00
8/30/2023	11	11-120-100-101-00	Salaries: Teachers Grades 1-5	Adjustment	1,111,503.00	1,111,040.00
8/30/2023	11	11-190-100-610-00	General Supplies	Adjustment	55,415.00	54,315.00
8/30/2023	11	11-190-100-610-00-03	Third Grade Supplies	Adjustment	400.00	600.00
8/30/2023	11	11-190-100-610-00-78	Seventh & Eight Grade Supplies	Adjustment	1,284.00	1,784.00
8/30/2023	11	11-190-100-610-11-AR	Art Supplies	Adjustment	2,500.00	2,900.00
8/30/2023	11	11-422-100-178-00-SU	Salaries: Teachers Summer School	Adjustment	17,551.00	18,014.00

.00

Bradley Beach Board of Education
Transfers Request for 9/19/23 Meeting
2023/2024

Transfers not requiring Board Approval		Transfer From	Amount	Transfer To	Amount
Transfer #		11-000-100-561-00	2,967.00	11-000-100-566-00	2,967.00
Balance			2,967.00		2,967.00
to record transfer for private school for the disabled tuition					
Transfer #		11-000-221-800	455.00	11-000-221-600-00	455.00
Balance			455.00		455.00
to record transfer for supplies					
Transfer #		11-000-100-561-00	6,250.00	11-000-223-320-00	6,250.00
Balance			6,250.00		6,250.00
to record transfer for professional service					
Transfer #		11-000-230-530-00	2,000.00	11-000-230-610-00	2,000.00
Balance			2,000.00		2,000.00
to record transfer for supplies					
Transfer #		11-110-100-101-00	86,625.00	11-105-100-101-00	95,975.00
		11-120-100-101-00	9,350.00		
Balance			95,975.00		95,975.00
to record transfer for reallocation of salaries					
Transfer #		11-190-100-610-00	1,100.00	11-190-100-610-00-03	200.00
				11-190-100-610-00-78	500.00
				11-190-100-610-11-AR	400.00
Balance			1,100.00		1,100.00

Vendor Name	Account Number	PO Number	Description	Batch	Control	Amount
Action Plumbing, Inc.	11-000-261-420-00	A-ACT	PO-24-000141 Service Inv: 25690	24-0038	21848	1,495.00
						<u>1,495.00</u>
Alison Zylinski	11-000-219-800-00	ZYLINS	PO-24-000253 Reimbursement	24-0038	21849	380.28
Alison Zylinski	11-000-219-600-00	ZYLINS	PO-24-000254 Reimbursement	24-0038	21849	121.39
Alison Zylinski	11-000-219-600-00	ZYLINS	PO-24-000255 Reimbursement	24-0038	21849	51.88
						<u>553.55</u>
Alliance Commercial Pest Control, Inc.	11-000-261-420-00	90060	PO-24-000050 Service Inv: 546573	24-0038	21850	70.00
						<u>70.00</u>
Allied Fire & Safety Equipment Company	11-000-266-420-00	88	PO-24-000180 Service Inv: 106176	24-0038	21851	400.50
Allied Fire & Safety Equipment Company	11-000-266-420-00	88	PO-24-000181 Service Inv: 106177	24-0038	21851	247.50
						<u>648.00</u>
Ameriflex	11-000-251-340-00	AMERFL	PO-24-000123 Service Inv: 651520	24-0038	21852	50.00
						<u>50.00</u>
Asbury Park Press	11-000-230-590-00	1003	PO-24-000171 Service Inv: 0005782106	24-0038	21853	10.56
Asbury Park Press	11-000-230-590-00	1003	PO-24-000172 Service Inv: 0005782025	24-0038	21853	13.20
Asbury Park Press	11-000-230-590-00	1003	PO-24-000185 Service Inv: 0005788370	24-0038	21853	43.80
Asbury Park Press	11-000-230-590-00	1003	PO-24-000216 Service Inv: 0005810341	24-0038	21853	101.88
						<u>169.44</u>
ASCD	11-000-219-800-00	4211	PO-24-000215 Service Inv: 000002613528	24-0038	21854	59.00
						<u>59.00</u>
Ashley Fox	20-487-200-580-00	ASHLEY	PO-24-000187 Service	24-0038	21855	580.50
						<u>580.50</u>
Carolina Biological	11-190-100-610-10-ST	54	PO-24-000148 Supplies Inv: 52252034R1	24-0038	21856	213.86
						<u>213.86</u>
College Achieve Greater Asbury Park	11-000-500-561-00	COL	PO-24-000121 Service Inv: SEPT.	24-0038	21857	4,466.00

**Prattley Beach Board of Education
Bills and Claims
Batch 24-0038 Sept. Board Meeting (9/1/2023)**

Vendor Name	Account Number	PO Number	Description	Batch	Check #	Amount
Courtney Hammell	20-487-200-580-00	COURT	24-000029 Service	24-0038	21858	870.22
						870.22
CQJ Water Treatment	11-000-262-300-00	CQLWA	PO-24-000042 Service Inv: 0823-117	24-0038	21859	950.00
						950.00
Delisa Demolition and Disposal	11-000-261-420-00	DELISA	PO-24-000037 Service Inv: SEPT. 271210	24-0038	21860	516.60
						516.60
Direct Energy Business	10-421	DE	PO-23-000731-PYPBL Service Inv: 231770051982427 & 231950052121216	24-0038	21861	1,598.85
Direct Energy Business	11-000-262-622-00	DE	PO-24-000244 Service Inv: JULY & AUG.	24-0038	21861	3,988.94
						5,587.79
Gorsenger Brothers Hardwood Floors	11-000-261-420-00	G	PO-24-000007 Service Inv: 14735	24-0038	21863	3,410.00
Gorsenger Brothers Hardwood Floors	11-000-261-420-00	G	PO-24-000010 Service Inv: 14736	24-0038	21863	3,680.00
Gorsenger Brothers Hardwood Floors	11-000-261-420-00	G	PO-24-000011 Service Inv: 14734	24-0038	21863	3,520.00
						10,610.00
Heather Sauer	20-487-200-580-00	22	PO-24-000223 Service	24-0038	21864	487.90
						487.90
Horizon Blue Cross Blue Shield of New Jersey	11-000-216-270-00	HORIZO	PO-24-000090 Health Reimbursement Inv: SEPTEMBER 2023	24-0038	21865	3,664.14
Horizon Blue Cross Blue Shield of New Jersey	11-000-217-270-00	HORIZO	PO-24-000090 Health Reimbursement	24-0038	21865	1,336.97
Horizon Blue Cross Blue Shield of New Jersey	11-000-218-270-00	HORIZO	PO-24-000090 Health Reimbursement	24-0038	21865	1,295.88
Horizon Blue Cross Blue Shield of New Jersey	11-000-219-270-00	HORIZO	PO-24-000090 Health Reimbursement	24-0038	21865	7,491.57
Horizon Blue Cross Blue Shield of New Jersey	11-000-222-270-00	HORIZO	PO-24-000090 Health Reimbursement	24-0038	21865	3,664.14
Horizon Blue Cross Blue Shield of New Jersey	11-000-262-270-00	HORIZO	PO-24-000090 Health Reimbursement	24-0038	21865	5,306.79
Horizon Blue Cross Blue Shield of New Jersey	11-000-291-270-00	HORIZO	PO-24-000090 Health Reimbursement	24-0038	21865	9,241.04
Horizon Blue Cross Blue Shield of New Jersey	11-110-100-270-00	HORIZO	PO-24-000090 Health Reimbursement	24-0038	21865	5,076.15

**Board of Education
Bills and Claims
Batch 24-0038 Sept. Board Meeting (9/1/2023)**

Vendor Name	Account Number	IC	PO Number	Description	Batch	Check #	Amount
Horizon Blue Cross Blue Shield of New Jersey	11-120-100-270-00	HORIZO	PO-24-000090	Health Reimbursement	24-0038	21865	28,238.73
Horizon Blue Cross Blue Shield of New Jersey	11-130-100-270-00	HORIZO	PO-24-000090	Health Reimbursement	24-0038	21865	16,115.76
Horizon Blue Cross Blue Shield of New Jersey	11-240-100-270-00	HORIZO	PO-24-000090	Health Reimbursement	24-0038	21865	3,280.79
Horizon Blue Cross Blue Shield of New Jersey	20-218-200-200-00	HORIZO	PO-24-000090	Health Reimbursement	24-0038	21865	7,709.00
Horizon Blue Cross Blue Shield of New Jersey	20-487-200-270-00	HORIZO	PO-24-000090	Health Reimbursement	24-0038	21865	3,158.34
							95,579.30
Horizon Blue Cross/Blue Shield	11-000-216-270-00	DENTAL	PO-24-000096	Dental Health Premium Inv: SEPTEMBER 2023	24-0038	21866	148.33
Horizon Blue Cross/Blue Shield	11-000-217-270-00	DENTAL	PO-24-000096	Dental Health Premium	24-0038	21866	52.97
Horizon Blue Cross/Blue Shield	11-000-218-270-00	DENTAL	PO-24-000096	Dental Health Premium	24-0038	21866	52.97
Horizon Blue Cross/Blue Shield	11-000-219-270-00	DENTAL	PO-24-000096	Dental Health Premium	24-0038	21866	296.66
Horizon Blue Cross/Blue Shield	11-000-222-270-00	DENTAL	PO-24-000096	Dental Health Premium	24-0038	21866	148.33
Horizon Blue Cross/Blue Shield	11-000-262-270-00	DENTAL	PO-24-000096	Dental Health Premium	24-0038	21866	211.88
Horizon Blue Cross/Blue Shield	11-000-291-270-00	DENTAL	PO-24-000096	Dental Health Premium	24-0038	21866	444.99
Horizon Blue Cross/Blue Shield	11-110-100-270-00	DENTAL	PO-24-000096	Dental Health Premium	24-0038	21866	52.97
Horizon Blue Cross/Blue Shield	11-120-100-270-00	DENTAL	PO-24-000096	Dental Health Premium	24-0038	21866	1,340.27
Horizon Blue Cross/Blue Shield	11-130-100-270-00	DENTAL	PO-24-000096	Dental Health Premium	24-0038	21866	678.06
Horizon Blue Cross/Blue Shield	11-240-100-270-00	DENTAL	PO-24-000096	Dental Health Premium	24-0038	21866	132.42
Horizon Blue Cross/Blue Shield	20-218-200-200-00	DENTAL	PO-24-000096	Dental Health Premium	24-0038	21866	254.27
Horizon Blue Cross/Blue Shield	20-487-200-270-00	DENTAL	PO-24-000096	Dental Health Premium	24-0038	21866	201.30
							4,015.42
Isabel Segoviano	20-487-200-580-00	94	PO-24-000230	Service	24-0038	21867	276.50
							276.50
IXL Learning	11-190-100-610-08-TE	IXL	PO-24-000053	Service Inv: S469969	24-0038	21868	4,700.00
							4,700.00
Jeanne Acerra	20-487-200-580-00	JEANNE	PO-24-000186	Service	24-0038	21869	890.96

**County Board of Education
Bills and Claims
Batch 24-0038 Sept. Board Meeting (9/1/2023)**

Vendor Name	Account Number	id	PO Number	Description	Batch	Check #	Amount
Michael Heidelberg	11-000-230-610-00	HEIDELBERG	PO-24-000200	Reimbursement	24-0038	21879	33.00
							33.00
Monmouth County Superintendent Round Table	11-000-230-890-00	MCSRT	PO-24-000195	Membership Dues Inv: 2023-2024 SY	24-0038	21880	500.00
							500.00
Morgan Maclearie-Gonzalez	20-487-200-580-00	33	PO-24-000199	Reimbursement	24-0038	21881	495.50
							495.50
Municipal Capital Finance	11-190-100-800-00-CP	MCF	PO-24-000064	Service Inv: 40027589	24-0038	21882	1,462.76
							1,462.76
New Jersey American Water	11-000-262-490-01	1206	PO-24-000235	Service Inv: JULY & AUG.	24-0038	21883	684.34
							684.34
New Jersey Natural Gas	11-000-262-621-00	NJNG	PO-24-000240	Service Inv: JULY & AUG	24-0038	21884	2,265.20
							2,265.20
New Jersey School Boards Association	11-000-230-590-00	NEW_JE	PO-24-000198	Service Inv: 19813-L4R2J1	24-0038	21885	2,000.00
							2,000.00
New Jersey School Public Relations Association	11-000-221-800-00	92	PO-24-000228	Service Inv: 22252	24-0038	21886	625.00
							625.00
New Jersey Schools Insurance Group	11-000-262-260-00	NJSIG	PO-24-000239	Service Inv: CON-0000033997	24-0038	21887	40,394.00
New Jersey Schools Insurance Group	11-000-262-520-00	NJSIG	PO-24-000239	Service	24-0038	21887	52,197.67
New Jersey Schools Insurance Group	11-000-291-260-00	NJSIG	PO-24-000239	Service	24-0038	21887	2,094.44
New Jersey Schools Insurance Group	11-190-100-260-00	NJSIG	PO-24-000239	Service	24-0038	21887	2,094.43
							96,780.54
Newseia Inc.	11-190-100-610-08-TE	84	PO-24-000085	Service Inv: 33117	24-0038	21888	1,500.00
							1,500.00
NJPSA	11-000-240-800-00	109	PO-24-000202	Goods	24-0038	21889	860.00

**District of Columbia Department of Education
Bills and Claims
Batch 24-0038 Sept. Board Meeting (9/1/2023)**

Vendor Name	Account Number	ID	PO Number	Description	Batch	Check #	Amount
NJPSA	11-000-219-800-00	109	PO-24-000219	Service Inv: 82573	24-0038	21889	860.00
							1,720.00
NRG Business Marketing	11-000-262-621-00	95	PO-24-000237	Service Inv: JULY-AUG	24-0038	21890	34.80
							34.80
Ocean Academy	11-000-100-566-00	41	PO-24-000170	Service Inv: JULY	24-0038	21891	6,975.85
Ocean Academy	11-000-100-566-00	41	PO-24-000170	Service Inv: AUG.	24-0038	21891	4,038.65
							11,014.50
Oceanside Service, Inc.	11-000-261-420-00	1958	PO-24-000138	Service Inv: 41503241	24-0038	21892	534.00
Oceanside Service, Inc.	11-000-261-420-00	1958	PO-24-000179	Service Inv: 41043616	24-0038	21892	150.00
Oceanside Service, Inc.	11-000-261-420-00	1958	PO-24-000183	Service Inv: 41203208	24-0038	21892	1,383.00
Oceanside Service, Inc.	11-000-261-420-00	1958	PO-24-000203	Service Inv: 41391704	24-0038	21892	684.53
							2,751.53
Optimum	11-000-230-530-00	OPT	PO-24-000065	Service Inv: 08/15 - 09/14	24-0038	21893	101.40
							101.40
Pearson Assessment	11-000-219-600-00	PEARAS	PO-24-000058	Service Inv: 22184857	24-0038	21894	569.94
							569.94
Red-eSet Grow,LLC	11-190-100-610-08-TE	REDESE	PO-24-000068	Service Inv: 13154	24-0038	21895	70.00
Red-eSet Grow,LLC	11-190-100-610-08-TE	REDESE	PO-24-000068	Service	24-0038	21895	.00
							70.00
Rochester 100,Inc.	11-000-219-600-00	ROCH	PO-24-000128	Supplies Inv: 059599	24-0038	21896	330.00
							330.00
RR Donnelley & Sons Company	11-000-221-600-00	91	PO-24-000209	Service Inv: 852082433	24-0038	21897	909.30
							909.30
Sadlier School	11-190-100-610-08-TE	SAD	PO-24-000077	Service Inv: 180694	24-0038	21898	1,274.81

**Prattley Beach Board of Education
Bills and Claims
Batch 24-0038 Sept. Board Meeting (9/1/2023)**

Vendor Name	Account Number	id	PO Number	Description	Batch	Check #	Amount
Savvas Learning Company LLC	11-190-100-610-00	SAV	PO-24-000075	Service	24-0038	21899	5,454.34
							1,274.81
Schindler Elevator Corporation	11-000-261-420-00	SCH001	PO-24-000242	Service Inv: 8106342559	24-0038	21900	998.87
							998.87
School Specialty Integrations	11-190-100-610-00	SCH_LIN	PO-24-000105	supplies Inv: 308104342072	24-0038	21901	198.18
School Specialty Integrations	11-190-100-610-00-78	SCH_LIN	PO-24-000107	Supplies Inv: 308104342081	24-0038	21901	160.96
School Specialty Integrations	11-190-100-610-10-ST	SCH_LIN	PO-24-000109	Supplies Inv: 308104339414	24-0038	21901	257.48
School Specialty Integrations	11-190-100-610-00-56	SCH_LIN	PO-24-000111	Supplies Inv: 424205	24-0038	21901	60.23
School Specialty Integrations	11-190-100-610-00-04	SCH_LIN	PO-24-000112	Supplies Inv: 208132829350	24-0038	21901	84.20
School Specialty Integrations	11-190-100-610-00-PK	SCH_LIN	PO-24-000113	Supplies Inv: 208132829300	24-0038	21901	55.12
School Specialty Integrations	11-190-100-610-00	SCH_LIN	PO-24-000114	Supplies Inv: 308104342066	24-0038	21901	181.65
							997.82
Scoles System	20-483-200-600-00	1098	PO-24-000133	Supplies Inv: 452434 & 452642 & 452434	24-0038	21902	1,854.07
Scoles System	20-483-200-600-00	1098	PO-24-000169	Supplies Inv: 452718 & 452643	24-0038	21902	1,854.07
							3,708.14
Servicemaster Clean, Inc.	11-000-261-420-00	SERMA S	PO-24-000178	Service Inv: D1034413	24-0038	21903	1,552.95
							1,552.95
Stapleslink	11-190-100-610-00-03	STAPLE	PO-24-000149	Supplies	24-0038	21904	170.75
Stapleslink	11-190-100-610-00-01	STAPLE	PO-24-000150	Supplies	24-0038	21904	136.65
Stapleslink	11-190-100-610-00-56	STAPLE	PO-24-000151	Supplies	24-0038	21904	77.37
Stapleslink	11-190-100-610-00	STAPLE	PO-24-000152	Supplies Inv: 3544324941	24-0038	21904	422.79
Stapleslink	11-000-219-600-00	STAPLE	PO-24-000153	Supplies Inv: 3544324942	24-0038	21904	36.49
Stapleslink	11-190-100-610-00-78	STAPLE	PO-24-000154	Supplies Inv: 3544324942	24-0038	21904	39.78
Stapleslink	11-190-100-610-00-PK	STAPLE	PO-24-000155	Supplies	24-0038	21904	91.36
Stapleslink	11-190-100-610-00-78	STAPLE	PO-24-000164	Supplies Inv: 3544695726	24-0038	21904	81.53

**DIANEY BEACH BOARD OF EDUCATION
Bills and Claims
Batch 24-0038 Sept. Board Meeting (9/1/2023)**

Vendor Name	Account Number	PO Number	Description	Batch	Check #	Amount
Stapleslink	11-000-218-600-00	PO-24-000166	Supplies	24-0038	21904	196.21
Stapleslink	11-000-252-600-00	PO-24-000167	Supplies	24-0038	21904	867.62
Stapleslink	11-000-262-610-00	PO-24-000190	Supplies Inv: 3545237070	24-0038	21904	11.69
Stapleslink	20-483-200-600-00	PO-24-000190	Supplies	24-0038	21904	2,017.31
Stapleslink	11-190-100-610-00	PO-24-000194	Supplies Inv: 3546233329	24-0038	21904	155.79
Stapleslink	11-000-230-610-00	PO-24-000205	Goods	24-0038	21904	1,134.64
						5,439.98
Super Duper Inc.	11-000-216-600-00	PO-24-000147	Supplies Inv: 2843138A	24-0038	21905	196.63
						196.63
Superior Environmental Equipment Corp.	11-000-261-420-00	PO-24-000182	Service Inv: 320-080723	24-0038	21906	1,440.00
						1,440.00
Synergy Rehab LLC	11-000-216-320-00	PO-24-000238	Service Inv: JULY & AUG	24-0038	21907	1,105.00
						1,105.00
T & M Landscaping Services LLC.	11-000-261-420-00	PO-24-000196	Service Inv: B4	24-0038	21908	2,150.00
						2,150.00
Taylor Hardware	11-000-261-610-00	PO-24-000177	General Supplies	24-0038	21909	263.83
Taylor Hardware	11-000-261-610-00	PO-24-000259	Supplies	24-0038	21909	124.88
						388.71
Teacher Direct	11-190-100-610-00-78	PO-24-000100	Supplies Inv: INV/2023/11071	24-0038	21910	89.73
Teacher Direct	11-190-100-610-00-78	PO-24-000102	Supplies Inv: INV/2023/10151	24-0038	21910	135.17
						224.90
Teachers College Reading and Writing Project	20-487-200-580-00	PO-24-000017	Workshop Inv: TCRWP-184807	24-0038	21911	850.00
Teachers College Reading and Writing Project	20-487-200-580-00	PO-24-000018	Workshop Inv: TCRWP-184796	24-0038	21911	850.00
						1,700.00
The Gillespie Group	11-000-261-420-00	PO-24-000001	Service Inv: 00001143	24-0038	21862	17,316.00

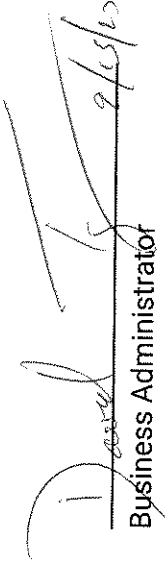
Vendor Name	Account Number	PO Number	Description	Batch	Check #	Amount
The Gillespie Group	11-000-261-420-00	GILL	PO-24-000006 Service Inv: 00001144	24-0038	21862	11,397.80
The Gillespie Group	11-000-261-420-00	GILL	PO-24-000136 Service Inv: 00001145	24-0038	21862	1,062.70
						29,776.50
Treasurer, State of NJ	10-421	1458	PO-23-000729-PYPBL TPAF/FICA Reimbursement	24-0038	21912	28,820.58
Treasurer, State of NJ	20-421	1458	PO-23-000729-PYPBL TPAF/FICA Reimbursement	24-0038	21912	102,881.78
						131,702.36
Twin Rocks Water	11-000-213-800-00	TW	PO-24-000234 Service Inv: JULY & AUG	24-0038	21913	26.45
Twin Rocks Water	11-000-219-800-00	TW	PO-24-000234 Service	24-0038	21913	26.45
Twin Rocks Water	11-000-230-890-00	TW	PO-24-000234 Service	24-0038	21913	26.45
Twin Rocks Water	11-000-251-890-00	TW	PO-24-000234 Service	24-0038	21913	26.45
						105.80
Verizon	11-000-230-530-01	VER	PO-24-000243 Service Inv: JULY & AUG.	24-0038	21914	304.24
Verizon	11-000-230-530-01	VER	PO-24-000243 Service	24-0038	21914	.00
						304.24
Xtel Communications	11-190-100-800-00-CP	530	PO-24-000063 Service Inv: 232430295	24-0038	21915	1,810.09
						1,810.09

BRADLEY BEACH BOARD OF EDUCATION
 Bills and Claims
 Batch 24-0038 Sept. Board Meeting (9/1/2023)

Resolved that the Bills & Claims against the Board of Education as herein enumerated for equipment, material, and supplies, furnished and delivered and for work done and performance, and certified as correct by the Secretary of the Board of Education be and the same are ordered paid when approved by the Finance Committee, and when funds are available.

Fund	Program	Purchase Orders	Current	Prior Year	Total
10	General Fund	3	31,231.93		31,231.93
	Fund total:		31,231.93		31,231.93
11	General Current Expense	85	220,924.98		220,924.98
11	General Current Expense	2	5,129.12		5,129.12
11	General Current Expense	2	29,579.00		29,579.00
11	General Current Expense	2	16,793.82		16,793.82
11	General Current Expense	31	26,788.23		26,788.23
11	General Current Expense	2	3,413.21		3,413.21
	Fund total:		302,628.36		302,628.36
20	Special Revenue Fund	1	102,881.78		102,881.78
20	Special Revenue Fund	2	7,963.27		7,963.27
20	Special Revenue Fund	3	5,725.45		5,725.45
20	Special Revenue Fund	12	9,803.67		9,803.67
	Fund total:		126,374.17		126,374.17
	Grand totals:	145	460,234.46		460,234.46

CLARK COUNTY BOARD OF EDUCATION
Bills and Claims
Batch 24-0038 Sept. Board Meeting (9/1/2023)


Business Administrator

