

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

A G E N D A

Regular Meeting
September 16, 2025

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
- 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

Resolved: That the Board approve the Minutes of:

AGENDA
Regular Meeting
September 16, 2025

Special Meeting – August 19, 2025
Confidential Executive Session Special Meeting – August 19, 2025
Regular Meeting – August 19, 2025

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 accept, with regret, the resignation of Ms. Marielle Gerbino, Paraprofessional, for the 2025-2026 school year, effective September 1, 2025.
2. Resolved: That the Board ratify the appointment of Ms. Jesica Santamaria Delgado as a full-time Paraprofessional, replacing Ms. Marielle Gerbino, at an annual salary of \$29,828.00, effective retroactive to September 1, 2025, under the supervision of Dr. Michael Heidelberg, Principal / Superintendent. [B]
3. Resolved: That the Board ratify the appointment of Ms. Sophia Ayers as a .8 Paraprofessional, replacing Ms. Jesica Santamaria Delgado, at a prorated annual salary of \$23,862.40, effective retroactive to September 1, 2025, under the supervision of Dr. Michael Heidelberg, Principal / Superintendent. (Attachment XV-A.3) [B/T]
4. Resolved: That the Board approve Mr. Deshawn Day as a Substitute Custodian for the 2025/2026 school year at a rate of \$17.50 per hour, retroactive to September 1, 2025, under the supervision of Mr. David Tonzola, Business Administrator/Board Secretary. [B]
5. Resolved: That the Board approve the following educational service provider for the 2025/2026 school year: [G]

Provider	Address	Service	25/26 Cost
Mary L. Riter LLC	96 Fifth Avenue Belmar NJ 07719	Physical Therapy	\$110.00 per hour for all services

6. Resolved: That the Board ratify the appointment of the following lunch aide for the 2025/2026 school year, at a rate of \$17.50 per hour, under the supervision of Dr. Michael Heidelberg, Principal / Superintendent: [B]

- Ms. Mya Fernandez

7. Resolved: That the Board ratify the appointment of the following substitute lunch aides for the 2025/2026 school year, at a rate of \$17.50 per hour, under the

AGENDA
Regular Meeting
September 16, 2025

supervision of Dr. Michael Heidelberg, Principal / Superintendent: [B]

- Ms. Marcia Falcon

8. Resolved: That the Board ratify the appointment of the following substitute paraprofessionals for the 2025/2026 school year, at a rate of \$100 per day, under the supervision of Dr. Michael Heidelberg, Principal / Superintendent: [B]

- Ms. Marcia Falcon

9. Resolved: That the Board ratify the appointment of the following substitute teachers for the 2025/2026 school year, at a rate of \$100.00 per day, under the supervision of Dr. Michael Heidelberg, Principal/Superintendent: [B]

- Danielle Speranza

10. 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
Morgan Maclearie-Gonzalez	10-16-25 10-17-25	NJPSA Fall Conference	Atlantic City	\$430
Thomas Pulcine	10-1-25 1-27-26 3-19-26	Health and Physical Education Teacher Professional Learning Community	Neptune Township School District	\$0
Hilary Karpoff	10-7-25 12-16-25 2-25-26 5-27-26	Multilingual Learner Shore Education Association Meetings	Various Local Schools	\$0
Jessica Whitman	10/17/25 11/21/25 12/19/25 1/16/26 2/20/26 3/20/26 4/17/26 5/15/26	Community of Practice for PIRS (Preschool Intervention Referral Specialist)	Virtual 1-2:30 pm	\$200
Jennifer DiZefalo Paul Mulligan	9-26-25 10-30-25 12-19-25 2-25-26 6-5-26	Shore Consortium for Gifted and Talented	Various Local Schools	\$0

AGENDA
Regular Meeting
September 16, 2025

11. Resolved: That the Board approve the following student observer placements for the 2025-2026 school year, under the supervision of Ms. Morgan Maclearie-Gonzalez, Director of Curriculum and Instruction:

Name	University	Cooperating teacher	Timeline
Madison Bush	Monmouth University	Hilary Karpoff Amanda Schutzbank	September - December

12. Resolved: That the Board accept, with regret, the resignation of Ms. Cara Vilardi, Teacher, effective December 23, 2025, or earlier, contingent upon the successful hiring of a replacement. (Attachment XV-A.12)

13. Resolved: That the Board approve certificated staff, as identified in Attachment XV-A.13, to provide before and/or after school construction-related supervision during the Bradley Beach 5th Avenue sewer project. This supervision shall be compensated at the contractual rate delineated in Schedule F – Special Contracts of the agreement between the Bradley Beach Board of Education and the Bradley Beach Education Association. Services will continue through the duration of the project, which is expected to concluded by December 1, 2025. [T]

MOTION: _____ SECOND: _____ VOTE: _____

B. Curriculum – The superintendent recommends:

1. Resolved: That the Board approve the following 2025-2026 student field trips that provide community onsite learning aligning with the New Jersey Student Learning Standards. [B]

Date	Grade	Location	Cost	Bus
10/23/2025	Preschool (all)	Allaire Community Farm	\$410	\$250 - First Student bus
March 4, 2025	Grade 8 Student Council	New York City, New York	N/A	\$2150
April 22, 2026	6	Philadelphia, Pennsylvania	At a cost not to exceed \$500	Shared bus cost of \$2100
April 22, 2026	7	Philadelphia, Pennsylvania	At a cost not to exceed \$300	Shared bus cost of \$2100
June 9-11, 2026	8	Washington DC	At a cost not to exceed \$16975	\$7025
11/12/25 Date TBD	5-6th Grade G&T	Middletown Arts Center Buehler Challenger & Space Center	At a cost not to exceed \$1350	Included in the cost of the trip
Date TBD	4-5th Grade G&T	Middletown Arts Center InfoAge	At a cost not to exceed \$1350	Included in the cost of the trip
Date TBD	2-3rd Grade G&T	Allaire Farms Culinary Institute, Fulfil	At a cost not to exceed \$1350	Included in the cost of the trip

MOTION: _____ SECOND: _____ VOTE: _____

AGENDA
Regular Meeting
September 16, 2025

C. Policy – The superintendent recommends:

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

Policy/Regulation Number	Policy/Regulation Title	Status
P 0173	Duties of Public School Accountant	Revised
P 0177	Professional Services (M)	Revised
P & R 1570	Internal Controls (M)	Revised
P 1620	Administrative Employment Contracts (M)	Revised
P & R 6111	Special Education Medicaid Initiative (SEMI) Program (M)	Revised
P 6220	Budget Preparation (M)	Revised
R 6220	Budget Preparation	Revised
P 0143	Board Member Election and Appointment	Revised
P 1636.01	Notification of Promotion, New Job, and Transfer Opportunities	New
P 1648.15	Recordkeeping for Healthcare Settings in School Buildings – COVID-19 (M)	Abolished
P 2422	Statutory Curricular Requirements (M)	Revised
P 5339.01	Student Sun Protection (M)	New

2. Resolved: That the Board approve and endorse the Board of Education Goals for the 2025-26 school year to ensure effective leadership and support for the entire educational community. (Attachment XV-C.2)
3. Resolved: That the Board approve and accept the District Goals for the 2025-26 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.3)
4. Resolved: That the Board approve the Uniform State Memorandum of Agreement Between Education and Law Enforcement Officials (MOA). (Attachment XV-C.4)

MOTION: _____ SECOND: _____ VOTE: _____

D. Students – The superintendent recommends:

1. Resolved: The BBES Bullying Specialist reports 0 incidents of Harassment, Intimidation, and Bullying, with 0 investigations, with one Principal determination in the Month of September, 2025, as of September 11th.

AGENDA

Regular Meeting

September 16, 2025

2. Resolved: On Wednesday, September 10, 2025, the Bradley Beach School District conducted a bus evacuation drill. The drill began at 9:55 am and concluded at 11:00 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 tuition students for the 2025/2026 school year for the following students: #3038, #3045, #3042, #3041, #3040, #2997, #3027, #2903, #2993, #2681, #2792, #2998

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, 2025 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, 2025 \$56,119.97
August 29, 2025 \$54,242.58

A. The Superintendent Recommends Approval to Create a FY 2026 Elementary and Secondary Education (ESEA) Formula Grant Title III Consortium Application

Resolved: That the Board create a FY 2026 Elementary and Secondary Education (ESEA) Formula Grant Title III Consortium with Brielle Elementary School, Hazlet Township School and Henry Hudson Regional District, and include their allocation within the Bradley Beach Elementary School Title III Grant Application.

AGENDA
Regular Meeting
September 16, 2025

LEA	Amount
Brielle Elementary School	\$629
Hazlet Township School	\$4,912
Henry Hudson Regional District	\$6,047

Note: The total amount of the Title III award amount is \$19,520, which is made up of Bradley Beach Elementary School's allocation of \$7,932 Brielle Elementary School's allocation of \$629, Hazlet Township School of \$4,912 and Henry Hudson Regional District's allocation of \$6,047. This resolution supersedes resolution XVI-C from August 19, 2025.

MOTION: _____ SECOND: _____ VOTE: _____

B. The Superintendent Recommends the Approval of Acceptance of the FY 2026 Elementary and Secondary Education (ESEA) Formula Grant Funds

Resolved: That the Board approve the acceptance of the FY 2026 ESEA Formula Grant Funds as follows:

Program Name	FY 2026 Award Amount
ESEA Title IA	\$65,399
ESEA Title IIA	8,911
ESEA Title III	7,932*
ESEA Title IV	10,000

*Note: The district must form a consortium for its Title III Funds. Therefore the total award amount will be the total allocation of the created consortium. Therefore, the total allocation of funds is \$19,520 \$7,932 Bradley Beach Board of Education, \$6,047 Henry Hudson Regional District, \$4,912 Hazlet Township School and \$629 Brielle Board of Education.

MOTION: _____ SECOND: _____ VOTE: _____

C. The Superintendent Recommends the Approval of the FY 2025 Elementary and Secondary Education (ESEA) Formula Grant Carry-Over Application Submission

Resolved: That the Board approve the submission of the FY 2025 ESEA Title Carry-Over Application in the following amounts:

Program Name	Carry-Over Amount
Title IA	\$2,774.79
Title IIA	\$5,256.00
Title III (Bradley Beach)	\$996.57
Title III (Brielle Consortium)	\$926.85
Title III (Henry Hudson Consort.)	\$547.88
Title IV	\$2,400.00

AGENDA
Regular Meeting
September 16, 2025

MOTION: _____ SECOND: _____ VOTE: _____

D. The Superintendent Recommends the Approval of Acceptance of FY 2025 Individuals with Disabilities Act (IDEA) Formula Grant Carry-Over Application Submission

Resolved: That the Board approve the submission of the FY 2025 IDEA Basic and Preschool Carry-Over Application in the following amount:

Program Name	Carry-Over Amount
IDEA Basic	\$14,003.76
IDEA Preschool	\$193.69

MOTION: _____ SECOND: _____ VOTE: _____

E. The Superintendent Recommends the Approval of Salaries to be Funded by Federal Grants: FY 2026 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	\$32,836.00	20-250-100-101-00	IDEA Basic	52.27%
		11-120-100-101-00	General Fund	47.73%
				100.00%
Jesica Santamaria Delgado	29,828.00	20-250-100-106-00	IDEA Basic	100%
Nichole Covert	28,819.00	20-250-100-106-00	IDEA Basic	100%
Amanda Schutzbank	1,672	20-252-100-101-00	IDEA Preschool	1.99%
		20-218-100-101-00	Preschool Expansion	96.73%
		11-105-100-101-00	General Fund	1.28%
				100.00%

MOTION: _____ SECOND: _____ VOTE: _____

F. The Superintendent Recommends the Approval of Salaries to be Funded by Federal Grants: FY 2026 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	\$53,780.00	20-231-100-101.00	ESEA Title I	100%

AGENDA
Regular Meeting
September 16, 2025

Lucia Newberry	4,736.00	20-231-100-101-00	ESEA Title I	5.97%
	4,817.00	20-241-100-101-00	ESEA Title III	6.07%
	69,697.00	11-240-100-101-00	General Fund	87.96%
				100.00%

MOTION: _____ SECOND: _____ VOTE: _____

G. The Superintendent Recommends the Approval of Architectural Proposal for Professional Services for the Replacement of Steam Boiler Accessory Equipment

Resolved: That the Board approve the architectural proposal submitted by Di Cara Rubino Architects to perform professional services for the Replacement of Steam Boiler Accessory Equipment. The total cost of this proposal is \$18,000. [B/T] (Attachment XVI-G)

MOTION: _____ SECOND: _____ VOTE: _____

H. The Superintendent Recommends the Approval of Expanded Uniform Minimum Chart of Accounts for 2025/2026 School Year

Resolved: That the Board adopt the expanded Uniform Minimum Chart of Accounts for New Jersey Public Schools for the 2025/2026 School Year. (Attachment XVI-H)

MOTION: _____ SECOND: _____ VOTE: _____

I. 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, 2025 is hereby approved, and the Business Administrator/Board Secretary is instructed to file same. (Attachment XVI-I)

MOTION: _____ SECOND: _____ VOTE: _____

J. 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, 2025 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-J)

MOTION: _____ SECOND: _____ VOTE: _____

K. 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, 2025, after

AGENDA
Regular Meeting
September 16, 2025

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 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: _____

L. The Superintendent Recommends the Approval of Budget Transfers (2025/2026)

Resolved: That the Board approve the 2025/2026 budget transfers as listed on Attachment XVI-L.

MOTION: _____ SECOND: _____ VOTE: _____

M. The Superintendent Recommends the Approval of August 2025 Payroll

Resolved: That the Board approve the August 2025 gross payroll in the amount of \$110,362.55.

MOTION: _____ SECOND: _____ VOTE: _____

N. The Superintendent Recommends the Approval of Bills Payment

Resolved: That the Board approve payment of the September 16, 2025 regular bills list and as certified and approved. (Attachment XVI-N)

MOTION: _____ SECOND: _____ VOTE: _____

XVII. Regular Meeting – Old Business

XVIII. Regular Meeting – New Business

XIX. Public Comments

XX. Executive Session (if needed)

XXI. Adjournment

SOPHIA AYERS

PROFESSIONAL SUMMARY

Ambitious and detail-oriented with experience in film production and various writing styles. Industrious worker, great with effective communication and well-versed in grammar and editing. Self-motivated to consistently provide first-class results by preset deadlines alone or in a team. Currently seeking new opportunities in the media industry.

EDUCATION

Awarded May 12, 2025

Bachelor of Arts: Media Studies; Minor in Creative Writing
Mercer University | Macon, GA

Honours and Awards

- Departmental Honours in Media Studies and Creative Writing
- Outstanding Creative Writing Student in Poetry Award, 2025
- Summa Cum Laude

Relevant Coursework

- Screenwriting, Writing TV Bibles, and Long Fiction and Poetry workshops
- On-Set Film Production: Sound Design, Cinematography, Scheduling, and Directing
- Pre-Production: Scripting, Script Lining, Storyboarding, Budgeting
- Post-Production: Video and Audio Editing

Study Abroad

- University of the West of Scotland, Scriptwriting and Filmmaking
- Summer in Sweden, Sociology and International Studies
- Summer in Greece, Philosophy and Anthropology
- Spring Break in Costa Rica, Student Journalist

SKILLS

- | | |
|-----------------------------------|-----------------------|
| • Communication | • Creative writing |
| • Organization and prioritization | • Adobe Suite |
| • Editing writing | • Attention to detail |
| • Grammar usage | • Editing Writing |
| • Research | |

PROFESSIONAL EXPERIENCE

September 2021 - Jan 2022

Assistant

Dani Risi - Allenhurst, NJ

- Supported staff members in their daily tasks, reducing workload burden and allowing for increased focus on sales management
- Organized stock, designed displays, and resolved spacial

management issues

- Worked with multiple postal systems including UPS and USPS
- Utilized effective communication skills to enable successful resolution of conflicts
- Used social media to expand market reach

Jul 2020 - June 2021

Student Teaching Intern

Life Academy - Long Branch, NJ

- Prepared lessons according to Wolfhill Elementary School and NJ State curriculum
- Developed positive relationships with students and parents, fostering a supportive learning environment that encouraged academic success
- Implemented differentiated instruction to accommodate diverse learning styles and needs, ensuring every student's growth
- Mentored students through one-on-one tutoring sessions, resulting in improved academic performance and increased confidence

Jun 2019 - Nov 2019

Library Associate

Monmouth County Library -
Ocean Township Branch, NJ

- Maintained a clean, organized, and welcoming environment for library users by regularly shelving items and updating displays
- Collaborated with librarians to develop and implement engaging programs and events for the community
- Redesigned Young Adult section including creating displays, reorganizing content, purging out-of-date texts, and incorporating new, up-to-date literature



Resignation

1 message

Cara Vilardi [REDACTED]

Dr. Heidelberg,

Please accept this letter as my formal resignation from my teaching position at Bradley Beach Elementary School, effective December 23, 2025. I understand that the required notice is 60 days, and depending on the board's approval, my final day may be set earlier. However, I want to express my commitment to remain in my role through December 23, 2025, to ensure a smooth transition for both my students and my team.

It has been a privilege to be part of BBES and contribute to the growth and success of our students. I am truly grateful for the support, collaboration, and opportunities I have experienced during my time here.

Please let me know how I can best assist during this transition. I am committed to making the process as seamless as possible.

Thank you again for the opportunity to serve as part of this school community.

Sincerely,
Cara Vilardi

Bradley Beach Board of Education
Before / After School Construction Related Supervision

Angeloni, Anya	Maggio, Donna
Acerra, Jeanne	Mack, Jess
Aurilio, Cindy	Mansur, Heather
Carpino, Kelsey	McCann, Jenny
Cosgrove, Kevin	Mulligan, Paul
D'Amore, Lisa	Newberry, Lucia
Degnan, Laurel	Pingitore, Jennifer
Pulcine, Thomas	Rodrick, Diana
DiZefalo, Jennifer	Roth, Amy
Ellner, Julie	Sauer, Heather
Ferwerda, Julie	Schutzbank, Amanda
Fox, Ashley	Segoviano, Isabel
Girard, Ashley	Silverstein, Amanda
Goldsworthy, Kristin	Soriano, Stephanie
Guzzi, Alisa	Sucato, Kirsty
Hammell, Courtney	Vilardi, Cara
Karpoff, Hilary	Vitale, Marissa
LeProtto, Anthony	

POLICY

NEW DISTRICT BOARD OF EDUCATION

Adopted:

BYLAWS

0143/page 1 of 4

Board Member Election and Appointment

0143 BOARD MEMBER ELECTION AND APPOINTMENT

The election and appointment of Board of Education members will be conducted in strict compliance with law.

[Applicable For Type II Districts With an Elected Board And Regional School District Boards]

Vacancies in the membership of Boards of Type II districts having elected Boards shall be filled in accordance with N.J.S.A. 18A:12-15. Vacancies in the membership of a regional Board shall be filled from the constituent districts represented by the former incumbents in the same manner as vacancies in the membership of Boards of Type II districts having elected Boards in accordance with N.J.S.A. 18A:13-11. Such vacancies shall be filled as follows:

1. By the Executive County Superintendent, if the vacancy is caused by the absence of candidates for election to the Board or by the removal of a member because of lack of qualifications, or is not filled within sixty-five days following its occurrence;
2. By the Executive County Superintendent, to a number sufficient to make up a quorum of the Board if, by reason of vacancies, a quorum is lacking;
3. By special election, if in the annual school election two or more candidates qualified by law for membership on the Board receive an equal number of votes. Such special election shall be held only upon recount and certification by the County Board of Elections of such election result, shall be restricted to such candidates, shall be held within sixty days of the annual school election, and shall be conducted in accordance with procedures for annual and special school elections set forth in Title 19 of the Revised Statutes. The vacancy shall be filled by the Executive County Superintendent if in such special election two or more candidates qualified by law for membership on the Board receive an equal number of votes;
4. By special election, if there is a failure to elect a member at the annual school election due to improper election procedures. Such special election shall be restricted to those persons who were candidates at such annual school election, shall be held within sixty days of such annual school election, and shall be conducted in accordance with the procedures for annual and special school elections set forth in Title 19 of the Revised Statutes;



5. By the Commissioner of Education if there is a failure to elect a member at the annual school election due to improper campaign practices; or
6. By a majority vote of the remaining members of the Board after the vacancy occurs in all other cases.

Each member so appointed shall serve until the organizational meeting following the next annual election unless the member is appointed to fill a vacancy occurring within the sixty days immediately preceding such election if the annual election is held in April, or occurring after the third Monday in July if the election is held in November, to fill a term extending beyond such election, in which case the member shall serve until the organizational meeting following the second annual election next succeeding the occurrence of the vacancy, and any vacancy for the remainder of the term shall be filled at the annual election or the second annual election next succeeding the occurrence of the vacancy, as the case may be in accordance with N.J.S.A. 18A:12-15.

The Board Secretary shall promptly notify the President of a vacancy to be filled by the Board. The President shall inform all other Board members. The Board will give public notice of the vacancy and invite any qualified person to submit a written request for consideration of their candidacy for the vacancy. The Board may also require candidates submit a resume with their written request.

In considering candidates who have expressed an interest in a vacancy, the Board may interview candidates in public or executive session. The Board must vote to appoint a candidate to a vacancy in public session and there shall be no decisions made in executive session. In the event interviews are conducted in executive session, Board members, in the public session nomination and voting process, shall express their opinion in support of their vote so the public can witness any deliberations, policy formulation, and the decision making process of the Board.

A roll call vote will be conducted on candidates in the order the candidates were nominated with a second. If there are two or more vacancies, each vacancy will be filled by a separate election process. The first candidate who receives the votes of a majority of the remaining Board members will be elected to the vacancy. In the event no candidate receives a majority vote of the remaining Board members, another election process shall be conducted between the two candidates receiving the highest number of votes.]

[Applicable for County Vocational School Districts Only]



POLICY

NEW DISTRICT BOARD OF EDUCATION

A vacancy on the county vocational school district Board shall be deemed to exist and shall be filled in the manner prescribed in N.J.S.A. 40A:9-12.1, pursuant to N.J.S.A. 18A:54-16.

BYLAWS

0143/page 3 of 4

Board Member Election and Appointment

The seat of a Board member on the county vocational school district Board shall be deemed vacant:

1. Upon its being so declared by judicial determination;
2. Upon the filing by such Board member of their written resignation;
3. Upon the refusal of a person designated for appointment to the Board to qualify or serve;
4. Upon the determination of the appointing authority that such Board member shall have become physically or mentally incapable of serving;
5. Upon the death of such Board member;
6. Upon the determination of the appointing authority that, in violation of a lawful residency requirement, such Board member no longer resides within the county in which the county vocational school district is located;
7. In the case of a member of the Board, whenever the Board member, without being excused by a majority of the members of the Board, fails to attend and participate at meetings of the Board for a period of eight consecutive weeks, or for four consecutive regular meetings, whichever shall be of longer duration, at the conclusion of such period, provided that such Board shall notify the appointing authority in writing of such determination; provided, further, that such Board may refuse to excuse only with respect to those failures to attend and participate which are not due to legitimate illness; provided, however, that nothing in N.J.S.A. 40A:9-12.1 shall preclude a municipal appointing authority from adopting by ordinance a policy establishing a lower absentee threshold, provided that the ordinance shall not permit the removal of the Board member if the Board member has been absent for less than six consecutive weeks, or three consecutive meetings, whichever shall be of longer duration, without being excused, within the term of office for the position held by the individual;
8. Upon the removal of a Board member for cause in accordance with law, or for any other reason prescribed by law.



POLICY

NEW DISTRICT BOARD OF EDUCATION

BYLAWS

0143/page 4 of 4

Board Member Election and Appointment

Whenever any of the above shall occur the appointing authority shall forthwith fill the vacant Board seat for the unexpired term in the manner prescribed by law; provided, however, that in the case of a person failing to qualify or refusing to serve pursuant to N.J.S.A. 40A:9-12.1.c. and 3. above, such Board seat shall not be deemed vacant, if the incumbent Board member is authorized by law to continue serving on the Board until a successor is appointed and qualifies therefor.]

N.J.S.A. 18A:12-11; 18A:12-15

N.J.S.A. 18A:13-5; 18A:13-10; 18A:13-11 [**regional district**]

N.J.S.A. 18A:54-16

N.J.S.A. 40A:9-12.1 [**vocational district**]



POLICY

NEW DISTRICT BOARD OF EDUCATION

Adopted:

BYLAWS
0173/page 1 of 2
Duties of Public School Accountant

0173 DUTIES OF PUBLIC SCHOOL ACCOUNTANT

The Board of Education shall cause an audit of the annual financial statements to be made pursuant to N.J.S.A. 18A:23-1 et seq., and shall engage, to conduct the annual audit, only a licensed public school accountant who has an external peer/quality report performed in accordance with Government Auditing Standards (Yellow Book) by the Comptroller General of the United States (U.S. Government Printing Office, Stop SSOP, Washington, DC 20402-0001). The Board shall ensure that the external peer/quality report is completed within the time established the Government Auditing Standards issued by the Comptroller General of the United States unless the accountant or firm can show good cause as to why there is a delay.

The Board shall require the submission of the most recent external peer/quality report and letter of comment to the Board for review and evaluation prior to each appointment of a licensed public school accountant to conduct the annual audit in accordance with the provisions of N.J.A.C. 6A:23A-16.2(i)2.

The Board shall acknowledge the receipt, review, and evaluation of the external peer/quality report in the public session and Board minutes in which the Board authorizes the engagement of the accountant or firm to perform the audit in accordance with the provisions of N.J.A.C. 6A:23A-16.2(i)2.i.

The Board shall require the submission of an updated external peer/quality report of the engaged licensed public school accountant, within thirty days after the issuance date of the external peer/quality report if such report is issued prior to the date of the audit opinion for the most recent fiscal year in accordance with the provisions of N.J.A.C. 6A:23A-16.2(i)2.ii.

In accordance with NJOMB Circular Letter 15-08, Single Audit Policy for Recipients of Federal Grants, State Grants, and State Aid, including any amendments or revisions thereto, the Board shall ensure the public school accountant provides a copy of the most recent external peer/quality report to the New Jersey Department of Education, within thirty days after the initial engagement of a licensed public school accountant or firm and within thirty days after the issuance of a subsequent peer/quality report in accordance with the provisions of N.J.A.C. 6A:23A-16.2(i)2.iii.

The Board shall engage a public school accountant during the audit engagement period for non-auditing, management, or other consulting services only if the services comply with the independence standards as established in Government Auditing Standards (Yellow Book) by the Comptroller General of the United States in accordance with the provisions of N.J.A.C. 6A:23A-16.2(i)3.



BYLAWS

0173/page 2 of 2

Duties of Public School Accountant

The Commissioner of Education may prohibit, for good cause, the Board from engaging a particular licensed public school accountant, or may direct the use of a process for the appointment of a licensed public school accountant pursuant to N.J.A.C. 6A:23A-16.2(i)4.

The public school accountant shall complete the annual audit as required by the New Jersey Department of Education and N.J.S.A. 18A:23-1. Each annual audit shall include an audit of the books, accounts and moneys, and a verification of all cash and bank balances, of the Board and of any officer or employee thereof and of moneys derived from athletic events or the activities of any organization of public school students conducted under the auspices of the Board, from the date of the last annual audit to the date of the audit in question. Such audit shall also include a determination of the extent to which the district has used contracts entered into by the State Division of Purchase and Property pursuant to N.J.S.A. 52:25-16.1 et seq. in the purchase of materials, supplies, or equipment for the district in accordance with N.J.S.A. 18A:23-2. The report of each annual audit shall be completed in accordance with the time requirements of N.J.S.A. 18A:23-1 and shall be filed by the public school accountant in accordance with N.J.S.A. 18A:23-3.

The Board Secretary shall prepare or have prepared a synopsis or summary of the annual audit and recommendations, prior to the holding of the meeting of the Board to take action thereon; a copy of which synopsis or summary shall be available for distribution to interested parties at the meeting in accordance with N.J.S.A. 18A:23-4. Within thirty days following the receipt of the report of the annual audit the Board shall, at a regularly scheduled public meeting, cause the recommendations of the auditor to be read and to be discussed and the discussion duly noted on the Board meeting minutes in accordance with N.J.S.A. 18A:23-5.

N.J.S.A. 18A:23-1 et seq.

N.J.A.C. 6A:23A-16.2



POLICY

NEW DISTRICT BOARD OF EDUCATION

Adopted:

BYLAWS
0177/page 1 of 1
Professional Services
M

0177 PROFESSIONAL SERVICES

In accordance with N.J.A.C. 6A:23A-5.2, the Board of Education adopts this Policy and its strategies to minimize the cost of professional services.

The Board shall establish a maximum dollar limit, annually prior to budget preparation, for each type of professional service, with appropriate notification to the Board if it becomes necessary to exceed the maximum. Upon such notification, the Board may adopt a dollar increase in the maximum amount through formal Board action in accordance with N.J.A.C. 6A:23A-5.2(a)1.

Contracts for professional services will be issued by the Board in a deliberative and efficient manner that ensures the district receives the highest quality services at a fair and competitive price or through a shared service arrangement. This may include, but is not limited to, issuance of such contracts through a Request for Proposals (RFP) based on cost and other specified factors or other comparable processes and professional services contracts are limited to non-recurring or specialized work for which the district does not possess adequate in-house resources or in-house expertise to conduct in accordance with N.J.A.C. 6A:23A-5.2(a)5. and 6.

Nothing in this Policy or N.J.A.C. 6A:23A-5.2 shall preclude the Board from complying with the requirements of any statute, administrative code, or regulation for the award of professional services contracts.

N.J.A.C. 6A:23A-5.2



Adopted:

ADMINISTRATION
1570/page 1 of 2
Internal Controls
M

1570 INTERNAL CONTROLS

As a condition of receiving State aid, the school district shall establish specific policies and procedures on internal controls designed to provide management with reasonable assurance that the district's goals and objectives will be met and meet the requirements at N.J.A.C. 6A:23A-6.5 through N.J.A.C. 6A:23A-6.13. Internal controls shall promote operational efficiency and effectiveness, provide reliable financial information, safeguard assets and records, encourage adherence to prescribed policies, and comply with law and regulation in accordance with N.J.A.C. 6A:23A-6.4(a).

The specific internal controls contained in N.J.A.C. 6A:23A-6 shall be established together with other internal controls contained in N.J.A.C. 6A and other law and regulations, required by professional standards, and as deemed necessary and appropriate by district management. The district may submit to the Commissioner of Education a written request to approve an alternative system, approach, or process for implementing the internal controls required in N.J.A.C. 6A:23A-6. The application shall include documented evidence, including, but not limited to, an independent, third-party written assessment that the alternative system, approach, or process will achieve the same safeguards, efficiency, and other purposes as the specified internal control requirement(s) in accordance with N.J.A.C. 6A:23A-6.4(b).

The district shall evaluate business processes annually and allocate available resources appropriately in an effort to establish a strong control environment pursuant to N.J.A.C. 6A:23A-6.5. In accordance with the provisions of N.J.A.C. 6A:23A-6.5(b), the School Business Administrator/Board Secretary shall identify processes that are a violation of sound segregation of duties when performed by the same individuals. The School Business Administrator/Board Secretary shall segregate the duties of all such processes among Business Office staff based on available district resources, assessed vulnerability, and the associated cost-benefit, except as required at N.J.A.C. 6A:23A-6.5(b)1. and 2. The district shall include in the Annual Comprehensive Financial Report (ACFR) detailed organizational charts for the Central Office that tie to the district's position control logs, including, but not limited to, the business, human resources, and information management functions.

The district shall establish Standard Operating Procedures (SOP) for each task or function of the business operations of the district. The SOP manual shall include sections on each routine task



POLICY

NEW DISTRICT BOARD OF EDUCATION

or function as outlined in N.J.A.C. 6A:23A-6.6(b). The district shall establish a SOP that ensures office supplies are ordered in appropriate quantities, maintained in appropriate storage facilities, and monitored to keep track of inventory in accordance with N.J.A.C. 6A:23A-6.6(c).

ADMINISTRATION

1570/page 2 of 2

Internal Controls

If the district has a budget in excess of \$25,000,000 or more than three hundred employees, the district shall maintain an Enterprise Resource Planning (ERP) System that integrates all data and processes of the district into a unified system. An ERP system uses multiple components of computer software and hardware and a unified database to store data for the various system modules to achieve the integration. Whenever considering financial systems or the automation of other services or functions, the Superintendent or School Business Administrator/Board Secretary shall notify the Executive County Superintendent in writing to see if opportunities for a shared service system exist. Access controls shall be established for key elements of financial systems to ensure a single person does not have the ability to make system edits that would violate segregation of duties controls in accordance with N.J.A.C. 6A:23A-6.7(c).

The district shall maintain an accurate, complete, and up-to-date automated position control roster to track the actual number and category of employees and the detailed information for each in accordance with N.J.A.C. 6A:23A-6.8(a). The position control roster shall share a common database and be integrated with the district's payroll system, agree to the account codes in the budget software, and ensure the data within the position control roster system includes, at a minimum, the information as outlined in N.J.A.C. 6A:23A-6.8(a)3.

N.J.A.C. 6A:23A-6.4; 6A:23A-6.5; 6A:23A-6.6;
6A:23A-6.7; 6A:23A-6.8



Adopted:

ADMINISTRATION
1620/page 1 of 5
Administrative Employment Contracts
M

1620 ADMINISTRATIVE EMPLOYMENT CONTRACTS

The Executive County Superintendent shall review and approve, for all Superintendents of Schools, Superintendents of Schools reappointed pursuant to N.J.S.A. 18A:17-20.1, Deputy Superintendents of Schools, Assistant Superintendents of Schools, and School Business Administrators, including any interim, acting, or person otherwise serving in these positions, in school districts, county vocational school districts, county special services school districts and other districts, except charter schools, within the county under the supervision of the Executive County Superintendent:

1. New employment contracts, including contracts that replace expired contracts for existing tenured and non-tenured employees;
2. Renegotiations, extensions, amendments, or other alterations of the terms of existing employment contracts that have been previously approved by the Executive County Superintendent; and
3. Provisions for contract extensions where such terms were not included in the original employment contract or are different from the provisions contained in the original approved employment contract.

In counties where there is no Executive County Superintendent, an Executive County Superintendent from another county shall be designated by the Commissioner of Education to review and approve all contracts in accordance with N.J.A.C. 6A:23A:3-1(a) and 1., 2., and 3. above.

The contract review and approval shall take place prior to any required public notice and hearing pursuant to N.J.S.A. 18A:11-11, and prior to the Board of Education approval and execution of the contracts to ensure compliance with all applicable laws, including, but not limited to, N.J.S.A. 18A:30-3.5; 18A:30-9; 18A:17-15.1; and 18A:11-12.



POLICY

NEW DISTRICT BOARD OF EDUCATION

In accordance with the provisions of N.J.A.C. 6A:23A-3.1(c)1, the public notice and public hearing required pursuant to N.J.S.A. 18A:11-11 shall be applicable to a Board that renegotiates, extends, amends, or otherwise alters the terms of an existing contract with a Superintendent of Schools, Deputy Superintendent of Schools, Assistant Superintendent of Schools, or School Business Administrator. In accordance with N.J.S.A. 18A:11-11, notice must be provided to the public at least thirty days prior to the scheduled action by the Board. The Board shall also hold a public hearing and shall not take any action on the matter until the hearing has been held. The Board shall provide the public with at least ten days' notice of the public hearing.

ADMINISTRATION

1620/page 2 of 5

Administrative Employment Contracts

In accordance with N.J.A.C. 6A:23A-3.1(c)1, the public notice and public hearing required pursuant to N.J.S.A. 18A:11-11 shall not apply to new contracts, including contracts that replace expired contracts for existing employees in one of the positions listed at N.J.A.C. 6A:23A-3.1(a), whether tenured or not tenured. Nothing shall preclude a Board from issuing a public notice and/or holding a public hearing on new contracts, including new contracts that replace expired contracts for existing tenured and non-tenured employees.

The public notice and public hearing required pursuant to N.J.S.A. 18A:11-11 is also required in the event an existing contract for a Superintendent of Schools, Deputy Superintendent of Schools, Assistant Superintendent of Schools, or School Business Administrator is rescinded or terminated by the Board before it is due to expire and the parties agree to new employment terms.

In connection with the Executive County Superintendent's review of the contract, the Board shall provide the Executive County Superintendent with a detailed statement setting forth the total cost of the contract for each applicable year, including salary, longevity (if applicable), benefits, and all other emoluments in accordance with N.J.A.C. 6A:23A-3.1(d).

The review and approval of the employment contracts of Superintendents of Schools, Deputy Superintendents of Schools, Assistant Superintendents of Schools, and School Business Administrators conducted by the Executive County Superintendent shall be consistent with the following additional standards outlined in N.J.S.A. 18A:7-8.1 and N.J.A.C. 6A:23A-3.1(e):

1. Contracts for each class of administrative position shall be comparable with the salary, benefits, and other emoluments contained in the contracts of similarly credentialed and experienced administrators in other districts in the region with similar enrollment, academic achievement levels and challenges, and grade span.
2. No contract shall include provisions that are inconsistent with the travel requirements pursuant to N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7, including,



POLICY

NEW DISTRICT BOARD OF EDUCATION

but not limited to, the provisions for mileage reimbursement and reimbursement for meals and lodging in New Jersey. Any contractual provision that is inconsistent with law shall be superseded by the law.

3. No contract shall include provisions for the reimbursement or payment of employee contributions that are either required by law or by a contract in effect in the district with other teaching staff members, such as payment of the employee's State or Federal taxes, or of the employee's contributions to FICA, Medicare, State pensions and annuities (TPAF), life insurance, disability insurance (if offered), and health benefit costs.

ADMINISTRATION

1620/page 3 of 5

Administrative Employment Contracts

4. No contract shall contain a payment as a condition of separation from service that is deemed by the Executive County Superintendent to be prohibited or excessive in nature. The payment cannot exceed the lesser of the calculation of three months' pay for every year remaining on the contract with pro-ration for partial years, not to exceed twelve months, or the remaining salary amount due under the contract.
5. No contract shall include benefits that supplement or duplicate benefits that are otherwise available to the employee by operation of law, an existing group plan, or other means; for example, an annuity or life insurance plan that supplements or duplicates a plan already made available to the employee. Notwithstanding the provisions of N.J.A.C. 6A:23A-3.1, a contract may contain an annuity where benefits are already contained in the existing contract between that employee and the district.
6. Contractual provisions regarding accumulation of sick leave and supplemental compensation for accumulated sick leave shall be consistent with N.J.S.A. 18A:30-3.5 and 18A:30-3.6. Supplemental payment for accumulated sick leave shall be payable only at the time of retirement and shall not be paid to the individual's estate or beneficiaries in the event of the individual's death prior to retirement. Pursuant to N.J.S.A. 18A:30-3.2, a new Board contract may include credit of unused sick leave days in accordance with the new Board's policy on sick leave credit for all employees.
7. Contractual provisions regarding accumulation of unused vacation leave and supplemental compensation for accumulated unused vacation leave shall be consistent with N.J.S.A. 18A:30-9. Contractual provisions for payments of accumulated vacation leave prior to separation can be included, but only for leave accumulated prior to June 8, 2007, and remaining unused at the time of payment. Supplemental payments for unused vacation leave accrued consistent with the



POLICY

NEW DISTRICT BOARD OF EDUCATION

provisions of N.J.S.A. 18A:30-9 after June 8, 2007, as well as unused vacation leave accumulated prior to June 8, 2007, that has not been paid, shall be payable at the time of separation and may be paid to the individual's estate or beneficiaries in the event of the individual's death prior to separation.

8. Contractual provisions that include a calculation of per diem for twelve-month employees shall be based on a two hundred sixty-day work year.
9. No provision for a merit bonus shall be made except where payment is contingent upon achievement of quantitative merit criterion and/or qualitative merit criterion:

ADMINISTRATION

1620/page 4 of 5

Administrative Employment Contracts

- a. A contract may include no more than three quantitative merit criteria and/or two qualitative merit criteria per contract year.
 - b. The Executive County Superintendent shall approve or disapprove the selection of quantitative merit and/or qualitative merit criteria and the data that forms the basis of measuring the achievement of quantitative merit and/or qualitative merit criteria.
 - c. A contract may provide for merit bonuses in an amount not exceeding 3.33 percent of annual salary for each quantitative merit criterion achieved and 2.5 percent of annual salary for each qualitative merit criterion achieved. Any such merit bonus shall be considered "extra compensation" for purpose of N.J.A.C. 17:3-4.1 and shall not be cumulative.
 - d. The Board shall submit to the Executive County Superintendent a resolution certifying that a quantitative merit criterion or a qualitative merit criterion has been satisfied and shall await confirmation of the satisfaction of that criterion from the Executive County Superintendent prior to payment of any merit bonus.
10. No provision for a bonus shall be made except where payment is contingent upon achievement of measurable specific performance objectives expressly contained in a contract approved pursuant to N.J.A.C. 6A:23A-3.1, where compensation is deemed reasonable relative to the established performance objectives and achievement of the performance objectives has been documented to the satisfaction of the Board.
 11. No provision for payment at the time of separation or retirement shall be made for work not performed except as otherwise authorized in N.J.A.C. 6A:23A-3.1 and N.J.S.A. 18A:7-8.1.



POLICY

NEW DISTRICT BOARD OF EDUCATION

12. No contract shall include a provision for a monthly allowance except for a reasonable car allowance. A reasonable car allowance shall not exceed the monthly cost of the average monthly miles traveled for business purposes multiplied by the allowable mileage reimbursement pursuant to applicable law and regulation and New Jersey Office of Management and Budget (NJOMB) circulars. If such allowance is included, the employee cannot be reimbursed for business travel mileage nor assigned permanently a car for official district business. Any provision of a car for official district business shall conform with N.J.A.C. 6A:23A-6.12 and shall be supported by detailed justification. No contract shall include a provision of a dedicated driver or chauffeur.

ADMINISTRATION

1620/page 5 of 5

Administrative Employment Contracts

13. All Superintendent contracts shall include, pursuant to N.J.S.A. 18A:17-15.1, the required provision that states that the contract is null and void in the event the Superintendent's certificate is revoked.
14. No contract shall include a provision for additional compensation upon the acquisition of a graduate degree unless the graduate degree is conferred by an accredited college or university. No contract shall include a provision for assistance, tuition reimbursement, or additional compensation for graduate school coursework unless the coursework culminates in the acquisition of a graduate degree conferred by an accredited institution, college, or university.

The review and approval of an employment contract for the Superintendent shall not include maximum salary amounts pursuant to N.J.S.A. 18A:7-8.j.

Any action(s) by the Executive County Superintendent undertaken pursuant to N.J.S.A. 18A:7-8.1, N.J.A.C. 6A:23A-3.1, and this Policy may be appealed to the Commissioner pursuant to the procedures set forth at N.J.A.C. 6A:3, Controversies and Disputes.

N.J.S.A. 18A:7-8; 18A:7-8.1; 18A:11-11
N.J.A.C. 6A:23A-3.1; 6A:23A-7 et seq.



Adopted:

ADMINISTRATION
1636.01/page 1 of 1
Notification of Promotion, New Job,
and Transfer Opportunities

1636.01 NOTIFICATION OF PROMOTION, NEW JOB,
AND TRANSFER OPPORTUNITIES

The Board of Education shall make reasonable efforts to announce, post, or otherwise make known opportunities for promotion that are advertised internally within the district or externally on internet-based advertisements, postings, printed flyers, or other similar advertisements to all current employees in the affected department or departments of the district prior to making a promotion decision in accordance with N.J.S.A. 34:6B-23.

For the purpose of N.J.S.A. 34:6B-23 and this Policy, “promotion” means a change in job title and an increase in compensation.

Any promotion for a current employee that is awarded on the basis of years of experience or performance shall not be subject to the notification requirements established in N.J.S.A. 34:6B-23 and this Policy. Nothing in N.J.S.A. 34:6B-23 and this Policy shall be construed to prohibit the Board from making a promotion on an emergent basis due to an unforeseen event.

The Board shall disclose in each posting for new jobs and transfer opportunities that are advertised by the Board either externally or internally the hourly wage or salary, or a range of the hourly wage or salary, and a general description of benefits and other compensation programs for which the staff member would be eligible. Nothing in N.J.S.A. 34:6B-23 and this Policy shall be construed to prohibit the Board from increasing the wages, benefits, and compensation identified in the job opening posting at the time of making an offer for employment to an applicant.

N.J.S.A. 34:6B-23



Adopted:

PROGRAM
2422/page 1 of 4
Statutory Curricular Requirements
M

2422 STATUTORY CURRICULAR REQUIREMENTS

The New Jersey Student Learning Standards (NJSLS) provide clear and consistent learning goals across distinct content areas to help prepare students for postsecondary success. The NJSLS demonstrate what students are expected to learn at specific grade levels and bands, so that every parent and teacher can understand and support learning. The NJSLS offer the foundation on which school districts build coherent curriculum and plan instruction to prepare each student with the knowledge and skills needed to succeed.

The New Jersey State Board of Education adopts the NJSLS and the New Jersey statutes require instruction to be part of the school district's implementation of the NJSLS. The following statutes that require instruction to be part of the school district's implementation of the NJSLS include:

1. Accident and Fire Prevention (N.J.S.A. 18A:6-2) requires regular courses of instruction in accident and fire prevention.
2. Breast Self-Examination (N.J.S.A. 18A:35-5.4) requires offering instruction on breast self-examination for students in grades seven through twelve.
3. Bullying Prevention Programs (N.J.S.A. 18A:37-17) requires the establishment of bullying prevention programs.
4. Cancer Awareness (N.J.S.A. 18A:40-33) requires the development of a school program on cancer awareness by the Commissioner of Education.
5. Dating Violence Education (N.J.S.A. 18A:35-4.23a) requires instruction regarding dating violence in grades seven through twelve.



POLICY

NEW DISTRICT BOARD OF EDUCATION

6. Domestic Violence Education (N.J.S.A. 18A:35-4.23) allows instruction on problems related to domestic violence and child abuse.
7. Gang Violence Prevention (N.J.S.A. 18A:35-4.26) requires instruction in gang violence prevention for elementary school students.
8. Health, Safety, and Physical Education (N.J.S.A. 18A:35-5) requires that all students in grades one through twelve participate in at least two and one-half hours of health, safety, and physical education each school week.

PROGRAM
2422/page 2 of 4
Statutory Curricular Requirements

9. Drugs, Alcohol, Tobacco, Controlled Dangerous Substances, and Anabolic Steroids (N.J.S.A. 18A:40A-1) requires instructional programs on drugs, alcohol, anabolic steroids, tobacco, and controlled dangerous substances and the development of curriculum guidelines for each grade Kindergarten through twelve.
10. Lyme Disease Prevention (N.J.S.A. 18A:35-5.1 through 18A:35-5.3) requires the development of Lyme disease curriculum guidelines for the teaching of information on the prevention of Lyme disease and other tick-borne diseases.
11. Organ Donation (N.J.S.A. 18A:7F-4.3) requires information relative to organ donation to be given to students in grades nine through twelve.
12. Sexual Assault Prevention (N.J.S.A. 18A:35-4.3) requires the development of a sexual assault prevention education program by the Commissioner of Education for utilization by school districts.
13. Stress Abstinence (N.J.S.A. 18A:35-4.19 through 18A:35-4.22), also known as the "AIDS Prevention Act of 1999," requires sex education programs to stress abstinence.
14. Suicide Prevention (N.J.S.A. 18A:6-111 through 18A:6-113) requires instruction in suicide prevention in public schools.
15. Cardiopulmonary Resuscitation (CPR)/Automated External Defibrillator (AED) (N.J.S.A. 18A:35-4.28 and 18A:35-4.29) requires public high schools and charter schools to provide instruction in cardiopulmonary resuscitation and the use of an automated external defibrillator to each student prior to graduation.



POLICY

NEW DISTRICT BOARD OF EDUCATION

16. Sexually Explicit Images through Electronic Means (N.J.S.A. 18A:35-4.32 and 18A:35-4.33) requires instruction, once during middle school, on the social, emotional, and legal consequences of distributing and soliciting sexually explicit images through electronic means.
17. History of Disabled and LGBT Persons (N.J.S.A. 18A:35-4.35 and 18A:35-4.36) requires instruction on the political, economic, and social contributions of persons with disabilities and lesbian, gay, bisexual, and transgender people for middle and high school students.

PROGRAM
2422/page 3 of 4
Statutory Curricular Requirements

18. Financial Literacy (N.J.S.A. 18A:35-4.34) requires instruction with basic financial literacy necessary for sound financial decision-making in each of the grades six through eight.
19. Sexual Abuse and Assault Awareness and Prevention Education (N.J.S.A. 18A:35-4.5a) requires age-appropriate sexual abuse and assault awareness and prevention education in grades preschool through twelve.
20. Curriculum to Include Instruction on Diversity and Inclusion (N.J.S.A. 18A:35-4.36a) requires instruction on diversity and inclusion in an appropriate place in the curriculum for students in grades Kindergarten through twelve.
21. Incorporation of Age-Appropriate Instruction Relative to Consent for Physical Contact and Sexual Activity (N.J.S.A. 18A:35-4.38) requires age-appropriate instruction in grades six through twelve on the law and meaning of consent for physical contact and sexual activity.
22. Health Curriculum to Include Instruction on Mental Health (N.J.S.A. 18A:35-4.39) requires health education programs to include instruction on mental health and the relation of physical and mental health for students in grades Kindergarten through twelve.
23. Information About "New Jersey Safe Haven Infant Protection Act" Included in Public School Curriculum (N.J.S.A. 18A:35-4.40) requires information on the provisions of the "New Jersey Safe Haven Infant Protection Act" shall be included in curriculum for public school students in grades nine through twelve.
24. Infusion of African American Accomplishments into School Curricula (N.J.S.A. 18A:35-4.43) requires in the curriculum for all elementary and secondary students



POLICY

NEW DISTRICT BOARD OF EDUCATION

instruction that infuses into all courses on the United States the centuries of accomplishments by African Americans in the building and development of America.

25. Asian American, Pacific Islander History, Contributions; Instruction Included in Curriculum (N.J.S.A. 18A:35-4.44) requires instruction on the history and contributions of Asian Americans and Pacific Islanders in an appropriate place in the curriculum of students in grades Kindergarten through twelve as part of the district's implementation of the NJSLS in Social Studies.
26. Any other statutory or administrative codes requiring instruction to be part of the district's implementation of the NJSLS.

PROGRAM
2422/page 4 of 4
Statutory Curricular Requirements

In accordance with the provisions of N.J.S.A. 18A:35-4.7, any student whose parent presents to the Principal a signed statement that any part of the instruction in health, family life education, or sex education is in conflict with their conscience or sincerely held moral or religious beliefs shall be excused from that portion of the course where such instruction is being given and no penalties as to credit or graduation shall result.

The Board must provide two and one-half hours of health, safety, and physical education courses in each school week, or proportionately less when holidays fall within the week. Recess period(s) shall not be used to meet the requirements of N.J.S.A. 18A:35-5, 7, and 8.

In accordance with N.J.S.A. 18A:35-4.31, the Board shall provide a daily recess period of at least twenty minutes for students in grades Kindergarten through five. A recess period is not required on a school day in which the day is substantially shortened due to a delayed opening or early dismissal. The recess period shall be outdoors, if feasible. A student shall not be denied recess for any reason, except as a consequence of a violation of the school district's Code of Student Conduct, including a harassment, intimidation, or bullying (HIB) investigation pursuant to N.J.S.A. 18A:37-13 et seq. Students may not be denied recess more than twice per week for a violation of the Code of Student Conduct or HIB investigation and these students shall be provided restorative justice activities during the recess period.

Restorative justice activities are defined as activities designed to improve the socioemotional and behavioral responses of students through the use of more appropriate and less punitive interventions thereby establishing a more supportive and inclusive school culture. The student's recess period should be scheduled in a manner that does not interfere with the implementation of a student's Individualized Education Program (IEP). School staff may deny recess for a student on the advice of a medical professional, school nurse, or the provisions of a student's IEP and/or 504 Plan.



Adopted:

FINANCES
6220/page 1 of 2
Budget Preparation
M

6220 BUDGET PREPARATION

The annual budget is the financial plan for the effectuation of the educational plan for the district. The budget shall be designed to carry out that plan in a thorough and efficient manner, to maintain school district facilities, and to honor continuing obligations of the district.

A proposed budget requires the critical analysis by every member of the Board of Education during its preparation. The administration shall work with the Board to ensure Board members have a thorough understanding of the budget appropriations, budget revenue, the proposed educational program, and the budget's impact to the local tax levy. The Board shall also provide for community input during the budget development process.

The annual school district budget and supporting documentation shall be prepared in accordance with the provisions of N.J.S.A. 18A:7F; N.J.S.A. 18A:22-7 and 18A:22-8; and N.J.A.C. 6A:23A-8. The Board shall adopt and submit to the Executive County Superintendent for approval, together with Commissioner-prescribed supporting documentation, a budget that provides for a thorough and efficient education pursuant to N.J.A.C. 6A:23A-8.1(a). Pursuant to N.J.A.C. 6A:26-3.7 and 6A:26-3.12, the Board shall obtain approval of the local funding for a non-referendum capital project (school facility project or other capital project) in accordance with N.J.A.C. 6A:23A-8.4.



POLICY

NEW DISTRICT BOARD OF EDUCATION

The budget will be presented to the Board to allow adequate time for review and adoption.

The Board shall include in the budget application to the Executive County Superintendent a complete reporting of revenues and appropriations and other requirements pursuant to N.J.S.A. 18A:22-8-1 et seq. and N.J.S.A. 18A:7F-5 through 63.

The Board, upon submission of its budget application to the Executive County Superintendent or by the statutory submission date, whichever is earlier, shall make available upon request for public inspection all budget and supporting documentation contained in the budget application and all other documents listed in N.J.A.C. 6A:23A-8.1 once the budget application has been submitted to the Executive County Superintendent for approval.

The budget, as adopted for the school year pursuant to N.J.S.A. 18A:7F-5, shall be provided for public inspection on the district's website, if one exists, and made available in print in a "user-friendly," plain language budget summary format in accordance with the provisions of N.J.A.C. 6A:23A-8.1(c).

FINANCES
6220/page 2 of 2
Budget Preparation

All budgetary and accounting systems used in the school district must be in accordance with double-entry bookkeeping and Generally Accepted Accounting Principles as required in N.J.A.C. 6A:23A-16.1 et seq.

N.J.S.A. 18A:7F et seq.; 18A:22-7 et seq.
N.J.A.C. 6A:23A-8.1 et seq.; 6A:23A-16.1 et seq.



Adopted:

STUDENTS
5339.01/page 1 of 1
Student Sun Protection
M

5339.01 STUDENT SUN PROTECTION

The Board of Education believes it is important that school district students protect themselves against harmful sun-related skin diseases by using protective measures. Pursuant to N.J.S.A. 18A:40-12.39 and notwithstanding any law or regulation to the contrary, the Board adopts this Policy concerning a student's use of sunscreen and sun-protective clothing, such as hats and sunglasses, while outdoors at school and school-sponsored functions.

As used in this Policy, "sunscreen" means a topical product used for the purpose of limiting skin damage caused by overexposure to the sun, and which is regulated by the Federal Food and Drug Administration for over-the-counter use, in accordance with N.J.S.A. 18A:40-12.39.a.

Students are not required to provide documentation from a physician or other licensed health care professional in order to use sunscreen or sun-protective clothing while outdoors at school or a school-sponsored function.

[Optional

The Board requires written permission from a student's parent to allow that student to carry or use sunscreen at school or a school-sponsored function for all students in grade(s) _____. Any student required to have written permission from their parent to carry or use sunscreen shall be monitored by school staff to ensure safety through the appropriate use of sunscreen.]

[Optional



POLICY

NEW DISTRICT BOARD OF EDUCATION

Sunscreen can be packaged as aerosol, spray, lotion or cream with fragrances, as such the district prohibits the use of sunscreen that the Principal or designee may deem harmful to students with asthma or other respiratory ailments or a nuisance to students or staff members.]

Any student found to be using sunscreen in an inappropriate manner shall have their permission to use sunscreen revoked and be disciplined in accordance with the student code of conduct. If a student's permission to use sunscreen is revoked, the district shall notify the student's parent in writing of the reasons and duration for the revocation of that permission and of any discipline associated with the incident.

The district shall provide for the transportation and storage of sunscreen to ensure accessibility when students travel off school grounds for school-sponsored functions.

Nothing in this Policy shall be construed as requiring a staff member to assist a student in applying sunscreen.

N.J.S.A. 18A:40-12.39

Adopted:

FINANCES
6111/page 1 of 2
Special Education Medicaid Initiative
(SEMI) Program
M

6111 SPECIAL EDUCATION MEDICAID INITIATIVE (SEMI) PROGRAM

Every New Jersey school district, with the exception of any district that obtains a waiver of the requirements of N.J.A.C. 6A:23A-5.3(b), shall take appropriate steps to maximize its revenue from the Special Education Medicaid Initiative (SEMI) program by following the policies and procedures to maximize participation in the program as set forth in N.J.A.C. 6A:23A-5.3(d) and to comply with all program requirements as set forth in N.J.A.C. 6A:23A-5.3(e).

The school district may seek, in the prebudget year, a waiver of the requirements of N.J.A.C. 6A:23A-5.3 in accordance with the procedures as outlined in N.J.A.C. 6A:23A-5.3(b). As part of the annual budget information, the New Jersey Department of Education shall provide each district with a projection of available SEMI reimbursement for the budget year, as determined by the New Jersey Department of the Treasury's third-party administrator for SEMI. The district shall recognize as revenue in its annual district budget no less than ninety percent of the projection. The district may seek approval from the Executive County Superintendent to use its own projection of SEMI reimbursement upon demonstration the numbers it used in calculating the projection are more accurate than the projection provided.



POLICY

NEW DISTRICT BOARD OF EDUCATION

The district shall strive to achieve maximum participation in the SEMI program. "Maximum participation" means obtaining a ninety percent return rate of parental consent forms for all SEMI-eligible students. Districts shall enter all students following their evaluations into the third-party system as determined by the New Jersey Department of the Treasury to identify the district's universe of eligible students. This may be done without parental consent.

If the district participates in the SEMI reimbursement program, the district shall comply with program requirements as outlined in N.J.A.C. 6A:23A-5.3(e).

If the district has less than ninety percent participation of SEMI-eligible students in the prebudget year or that has failed to comply with all program requirements at N.J.A.C. 6A:23A-5.3(e), the district shall submit a SEMI action plan to the Executive County Superintendent for review and approval as part of the district's proposed budget submission. The district's SEMI action plan shall include the components as outlined in N.J.A.C. 6A:23A-5.3(g).

FINANCES
6111/page 2 of 2
Special Education Medicaid Initiative
(SEMI) Program

If the district does not achieve ninety percent participation, or does not achieve their approved benchmarks in the SEMI program for a given budget year and cannot demonstrate that they fully implemented their New Jersey Department of Education-approved SEMI action plan required at N.J.A.C. 6A:23A-5.3(f) and (g), the district shall be subject to review for the withholding of State aid by the Commissioner of Education, pursuant to N.J.S.A. 18A:55-3, in an amount equal to the SEMI revenue projection based on their approved benchmark for the budget year, if applicable, less actual SEMI reimbursements for the budget year. The State aid deduction shall be made in the second subsequent year after the budget year.

If the district does not meet the requirement of the cost-settlement components of SEMI, the district may be required to refund all or part of their SEMI reimbursements.

N.J.A.C. 6A:23A-5.3



R 1570 INTERNAL CONTROLS

- A. Segregation of Duties; Organization Structure - N.J.A.C. 6A:23A-6.5
1. The school district shall evaluate business processes annually and allocate available resources appropriately in an effort to establish a strong control environment.
 2. The School Business Administrator/Board Secretary shall identify processes that are a violation of sound segregation of duties when performed by the same individuals. The School Business Administrator/Board Secretary shall segregate the duties of all such processes among Business Office staff based on available district resources, assessed vulnerability, and the associated cost-benefit, except as required at N.J.A.C. 6A:23A-6.5(b)1. and 2. and A.2.a. and A.2.b. below.
 - a. The functions of human resources and payroll shall be segregated and completed by different employees in the district.
 - b. The functions of purchasing and accounts payable shall be segregated and completed by different employees in the district.
 3. The district shall include in the Annual Comprehensive Financial Report (ACFR) detailed organizational charts for the Central Office that tie to the district's position control logs, including, but not limited to, the business, human resources, and information management functions.
- B. Standard Operating Procedures (SOP) for Business Functions – N.J.A.C. 6A:23A-6.6
1. The school district shall establish SOPs for each task or function of the business operations of the district.
 2. The SOP manual shall include sections on each routine task or function in the following areas:
 - a. Accounting, including general ledger, accounts payable, accounts receivable, payroll and fixed assets, and year-end procedures for each;
 - b. Cash management;



REGULATION

NEW DISTRICT BOARD OF EDUCATION

ADMINISTRATION

R 1570/page 2 of 6

Internal Controls

- c. Budget development and administration, including tasks such as authorization of transfers and overtime;
 - d. Position control;
 - e. Purchasing, including tasks such as preparation of requisitions, approval of purchase orders and encumbering of funds, bid and quote requirements, and verification of receipt of goods and services;
 - f. Facilities, including administration of work, and health and safety;
 - g. Security;
 - h. Emergency preparedness;
 - i. Risk management;
 - j. Transportation;
 - k. Food service;
 - l. Technology systems; and
 - m. Information management.
3. The district shall establish SOPs that ensure office supplies are ordered in appropriate quantities, maintained in appropriate storage facilities, and monitored to keep track of inventory.
- C. Financial and Human Resource Management Systems; Access Controls - N.J.A.C. 6A:23A-6.7
1. If the school district has a budget in excess of \$25,000,000 or more than three hundred employees, the district shall maintain an Enterprise Resource Planning (ERP) System that integrates all data and processes of the school district into a unified system. An ERP system uses multiple components of computer software and hardware and a unified database to store data for the various system modules to achieve the integration.



REGULATION

NEW DISTRICT BOARD OF EDUCATION

ADMINISTRATION

R 1570/page 3 of 6

Internal Controls

2. Whenever considering financial systems or the automation of other services or functions, the Superintendent or School Business Administrator/Board Secretary shall notify the Executive County Superintendent in writing to see if opportunities for a shared service system exist.
3. Access controls shall be established for key elements of financial systems to ensure a single person does not have the ability to make system edits that would violate segregation of duties controls.
 - a. The process for creating, modifying, and deleting user accounts shall include the use of user access request forms.
 - b. All requests for financial applications shall be approved and specified by the School Business Administrator/Board Secretary.
 - c. All requests for network access shall be granted by the head of the technology department, if one exists.
 - d. A review of user access shall be conducted yearly at a minimum by the relevant department managers and an audit trail should be maintained to verify the performance of this review.
 - e. Access to the network and key applications within the district shall be restricted to authorized users through the use of unique user names and passwords.
 - f. Proper protocols shall be implemented that appropriately address password expiration and complexity.

D. Personnel Tracking and Accounting – N.J.A.C. 6A:23A-6.8

1. The school district shall maintain an accurate, complete, and up-to-date automated position control roster to track the actual number and category of employees and the detailed information for each. The position control roster shall:
 - a. Share a common database and be integrated with the district's payroll system;
 - b. Agree to the account codes in the budget software; and



REGULATION

NEW DISTRICT BOARD OF EDUCATION

ADMINISTRATION

R 1570/page 4 of 6

Internal Controls

- c. Ensure the data within the position control roster system includes, at a minimum, the following information:
 - (1) The employee's name;
 - (2) The employee's date of hire;
 - (3) A permanent position tracking number for the employee, including:
 - (a) The expenditure account codes for the general fund consistent with the State prescribed budget, special revenue fund, and enterprise funds;
 - (b) The building(s) to which the position is assigned;
 - (c) The certificate(s) and endorsement(s) held, as applicable;
 - (d) The assignment position title as follows:
 - i. Superintendent or Chief School Administrator;
 - ii. Assistant Superintendent;
 - iii. School Business Administrator;
 - iv. Board Secretary (when other than N.J.A.C. 6A:23A-6.8(a)3.iii.(4)(A), (B), or (C) and D.1.c.(3)(d)i., D.1.c.(3)(d)ii., or D.1.c.(3)(d)iii. above);
 - v. Principal;
 - vi. Vice Principal;
 - vii. Director;
 - viii. Supervisor;



REGULATION

NEW DISTRICT BOARD OF EDUCATION

ADMINISTRATION

R 1570/page 5 of 6

Internal Controls

- ix. Facilitator;
- x. Instructional Coach by Subject Area;
- xi. Department Chairperson by Subject Area;
- xii. Certificated Administrator – Other;
- xiii. Guidance;
- xiv. Media Specialist/Librarian;
- xv. School Nurse;
- xvi. Social Worker;
- xvii. Psychologist;
- xviii. Therapist – Occupational (OT);
- xix. Therapist – Physical (PT);
- xx. Therapist – Speech;
- xxi. Certificated Support Staff – Other;
- xxii. Teacher by Subject Area;
- xxiii. Instructional Assistants;
- xxiv. Certificated Instructional – Other;
- xxv. Aides supported by IEP;
- xxvi. Other Aides;
- xxvii. Maintenance Worker;
- xxviii. Custodian;



REGULATION

NEW DISTRICT BOARD OF EDUCATION

ADMINISTRATION

R 1570/page 6 of 6

Internal Controls

- xxix. Bus Driver;
 - xxx. Vehicle Mechanic;
 - xxxi. Food Service; and
 - xxxii. Other Non-certificated;
- (4) A control number for substitute teachers;
 - (5) A control number for overtime;
 - (6) A control number for extra pay;
 - (7) The status of the position (filled, vacant, abolished, etc.);
 - (8) An indication, when available, of whether the employee is retiring in the budget year or not being renewed, including associated costs such as contractual buyouts, severance pay, paid vacation or sick days, etc.;
 - (9) Each of the following: base salary, step, longevity, guide, stipends by type, overtime, and other extra compensation;
 - (10) The benefits paid by the district, net of employee reimbursements or co-pays, by type of benefit and for FICA and Medicare;
 - (11) The position's full-time equivalent value by location;
 - (12) The date the position was filled; and
 - (13) The date the position was originally created by the Board of Education. If the date the position was originally created is not available, this item shall represent the date the person currently filling that position was approved by the Board.

Adopted:



REGULATION

NEW DISTRICT BOARD OF EDUCATION

Issued:

FINANCES
R 6111/page 1 of 7
Special Education Medicaid Initiative
(SEMI) Program
M

R 6111 SPECIAL EDUCATION MEDICAID INITIATIVE (SEMI) PROGRAM

Every New Jersey school district, with the exception of any district that obtains a waiver of the requirements at N.J.A.C. 6A:23A-5.3(b) and A. below, shall take appropriate steps to maximize its revenue from the Special Education Medicaid Initiative (SEMI) program by following the policies and procedures to maximize participation in the program at N.J.A.C. 6A:23A-5.3(d) and C.1. below and to comply with all program requirements at N.J.A.C. 6A:23A-5.3(e) and C.2. below.

A. Waiver

1. The school district may seek, in the prebudget year, a waiver of the requirements of N.J.A.C. 6A:23A-5.3, Policy 6111, and this Regulation upon demonstration that for the subsequent school year: the district projects, based on reliable evidence, that it will have forty or fewer Medicaid-eligible classified students.
 - a. The application for a waiver of the requirements of N.J.A.C. 6A:23A-5.3, Policy 6111, and this Regulation shall be made to the Executive County Superintendent no less than forty-five days prior to the submission of the district's proposed budget for the school year to which the waiver request applies. The Executive County Superintendent shall notify the district of the decision on the waiver application within twenty days of receipt of the waiver request. If the waiver is not granted, the district shall submit to the Executive County Superintendent a SEMI action plan required at N.J.A.C. 6A:23A-5.3(f) and D. below as part of its annual district budget submission, or shall demonstrate to the Executive County Superintendent that the district has achieved maximum participation in the SEMI program in the prebudget year.

B. Projection of Available SEMI Reimbursement

1. As part of the annual budget information, the New Jersey Department of Education shall provide the school district with a projection of available SEMI reimbursement for the budget year, as determined by the New Jersey Department of the Treasury's third-party administrator for SEMI.



REGULATION

NEW DISTRICT BOARD OF EDUCATION

- a. The district shall recognize as revenue in its annual school district budget no less than ninety percent of said projection.

FINANCES

R 6111/page 2 of 7

Special Education Medicaid Initiative
(SEMI) Program

- b. The district may seek approval from the Executive County Superintendent to use its own projection of SEMI reimbursement upon demonstration the numbers it used in calculating the projection are more accurate than the projection provided.

C. SEMI Program Requirements

1. The school district shall strive to achieve maximum participation in the SEMI program. For the purpose of Policy 6111 and this Regulation, "maximum participation" means obtaining a ninety percent return rate of parental consent forms for all SEMI-eligible students. Districts shall enter all students following their evaluations into the third-party system as determined by the New Jersey Department of the Treasury to identify the district's universe of eligible students. This may be done without parental consent.
2. If the district participates in the SEMI reimbursement program, the district shall comply with program requirements as follows:
 - a. The district shall implement Policy 6111 and this Regulation concerning the effective and efficient administration of the SEMI reimbursement program consistent with the requirements of N.J.A.C. 6A:23A-5.3. A complete listing of requirements and information are available at the SEMI/MAC website.
 - b. Any service submitted to Medicaid for reimbursement shall be rendered by a Medicaid qualified practitioner, or rendered by a provider under the supervision of a Medicaid qualified practitioner. The following outlines the required documentation for each related service provider:
 - (1) Nurses – copy of license (educational services certificate issued by the State Board of Examiners is not required for SEMI);
 - (2) Occupational Therapist – copy of license and educational services certificate issued by the State Board of Examiners;



REGULATION

NEW DISTRICT BOARD OF EDUCATION

- (3) Physical Therapist – copy of license and educational services certificate issued by the State Board of Examiners;
- (4) Psychologist – copy of educational services certificate issued by the State Board of Examiners;

FINANCES

R 6111/page 3 of 7

Special Education Medicaid Initiative
(SEMI) Program

- (5) Social Worker – copy of educational services certificate issued by the State Board of Examiners; and
- (6) Speech-language Specialist:
 - (a) Qualification and documentation for provision of evaluation services shall include:
 - (i) Copy of licensed physician's orders, which shall be maintained with the student's IEP; or
 - (ii) Copy of New Jersey license as a speech-language pathologist and educational services certificate with a speech-language specialist endorsement (N.J.A.C. 6A:9B-14.6) for the individual whose signature appears on the IEP; or
 - (iii) Copy of documentation that identifies the referral of speech services included in or with the student's IEP.
 - (b) Qualification for provision of related services shall include:
 - (i) Copy of educational services certificate or endorsement issued by the State Board of Examiners and an American Speech-Language-Hearing Association (ASHA) Certificate of Clinical Competence; or
 - (ii) Copy of educational services certificate with a speech-language specialist endorsement and a valid license authorized by the State Audiology and Speech-Language Pathology Advisory Committee in accordance with N.J.S.A. 45:3B-1 et seq.



REGULATION

NEW DISTRICT BOARD OF EDUCATION

- (7) Audiologist – copy of license issued by the State Audiology and Speech-Language Pathology Advisory Committee in accordance with N.J.S.A. 45:3B-1 et seq.

FINANCES

R 6111/page 4 of 7

Special Education Medicaid Initiative
(SEMI) Program

- c. Practitioners who are not Medicaid qualified can deliver services under the direction of Medicaid qualified practitioners. Practitioners who are not Medicaid qualified include only certified occupational therapist assistants, physical therapist assistants, speech-language specialists who do not meet the qualifications at N.J.A.C. 6A:23A-5.3(e)2.vi(2)(A) or (B) and C.2.b.(6)(i) and C.2.b.(6)(ii) above, and licensed practical nurses.
- d. Any direct therapy or other related service shall be prescribed in the related services section of the student's IEP prior to submitting a claim to Medicaid for reimbursement. Delivery of nursing services and dispensing of medication shall be referenced in the IEP and supported by physicians' orders or prescriptions, which shall be maintained on file. Supporting documentation to be maintained by the district shall be the cover/signature page, related services section of the IEP, therapy logs, and the evaluations and assessments conducted by the Medicaid-qualified practitioners.
- e. Entities where the district has placed SEMI-eligible students shall take steps to enable districts to maximize participation, including either logging the eligible services provided directly through the third-party system as determined by the New Jersey Department of the Treasury or the sending district, as mutually agreed upon with the district, and obtaining SEMI provider qualification certifications. Every out-of-district placement shall provide copies of SEMI provider qualifications, certifications, and licenses. N.J.A.C. 6A:23A-5.3(e)5. applies to the following out-of-district placement options:
- (1) Approved private schools for students with disabilities;
 - (2) Educational services commissions;
 - (3) Jointure commissions;
 - (4) Vocational half-time programs;
 - (5) New Jersey Department of Education regional day schools; and



REGULATION

NEW DISTRICT BOARD OF EDUCATION

- (6) County special service school districts.

FINANCES

R 6111/page 5 of 7

Special Education Medicaid Initiative
(SEMI) Program

- f. If the district does not have an approved waiver pursuant to N.J.A.C. 6A:23A-5.3(b) and A. above the district shall comply with the program requirements to assure the year-end cost settlement of SEMI claims is properly calculated with the standardized submission of quarterly and annual cost data, as well as staff pool lists transmitted directly through the third-party system as determined by the New Jersey Department of the Treasury.
- g. To retain reimbursement, if the district does not have an approved waiver pursuant to N.J.A.C. 6A:23A-5.3(b) and A. above, the district shall ensure compliance with the necessary components of the cost settlement requirements which include completion of the online questionnaire – Random Moment Time Study (RMTS) – by staff provided directly through the third-party system as determined by the New Jersey Department of the Treasury.
- h. All supporting documentation for a Medicaid claim shall be maintained on file and available for audit or State review for at least seven years from the date of service. Supporting documentation shall include provider certification (current and historical for each provider); provider service logs, licenses, and/or certificates issued by the Division of Consumer Affairs or the New Jersey Department of Education, as applicable; physician authorizations for nursing services; parental consent forms; attendance records; and copies of the student's IEP.

D. SEMI Action Plan

- 1. If the school district has less than ninety percent participation of SEMI-eligible students in the prebudget year or that has failed to comply with all program requirements at N.J.A.C. 6A:23A-5.3(e) and C.2. above, the district shall submit a SEMI action plan to the Executive County Superintendent for review and approval as part of the district's proposed budget submission.
- 2. The SEMI action plan shall include the following components:



REGULATION

NEW DISTRICT BOARD OF EDUCATION

- a. Procedures for obtaining parental consent forms, such as the Parental Consent Best Practices that are available from the New Jersey Department of Education.

FINANCES

R 6111/page 6 of 7

Special Education Medicaid Initiative
(SEMI) Program

- b. Establishment of a benchmark for the year of implementation or for the first year the district does not have an approved waiver pursuant to N.J.A.C. 6A:23A-5.3(b) and A. above, whichever is applicable, for obtaining maximum participation of all SEMI-eligible students by the start of the subsequent school year.
 - (1) The benchmarks for the first year of implementation or for the first year the district does not have an approved waiver pursuant to N.J.A.C. 6A:23A-5.3(b) and A. above, whichever is applicable, for achieving maximum participation shall close, at a minimum, the gap between current participation and maximum participation by fifty percent by the beginning of the subsequent school year; and
 - (2) The benchmarks shall be based on the percentage of parental consent forms collected from eligible students. The number of parental consent forms shall reflect one parental consent form or one document noting parental refusal for each eligible student;
- c. Procedures to ensure all IEP meetings are documented in the third-party administrator's system. IEPs are claimable only if a Medicaid qualified practitioner is present and it is documented that a health-related service is discussed;
- d. Procedures to ensure all SEMI-eligible services, including services provided by entities where the district has placed SEMI-eligible students, are documented in the third-party administrator's system;
- e. Procedures to ensure a valid IEP is on file and the IEP date is on file in the third-party administrator's system for each SEMI-eligible student for whom parental consent has been obtained; and
- f. Procedures to ensure service providers used by the school district and entities where the district has placed SEMI-eligible students have valid licenses and certifications documenting SEMI provider qualifications on file in the third-party administrator's system.



REGULATION

NEW DISTRICT BOARD OF EDUCATION

FINANCES

R 6111/page 7 of 7

Special Education Medicaid Initiative (SEMI) Program

3. If the district does not achieve ninety percent participation, or does not achieve their approved benchmarks in the SEMI program for a given budget year and cannot demonstrate they fully implemented their New Jersey Department of Education-approved SEMI action plan required at N.J.A.C. 6A:23A-5.3(f) and (g) and D. above, the district shall be subject to review for the withholding of State aid by the Commissioner of Education, pursuant to N.J.S.A. 18A:55-3, in an amount equal to the SEMI revenue projection based on their approved benchmark for the budget year, if applicable, less actual SEMI reimbursements for the budget year. The State aid deduction shall be made in the second subsequent year after the budget year.
4. If the district does not meet the requirement of the cost-settlement components of SEMI, the district may be required to refund all or part of their SEMI reimbursements.



REGULATION

NEW DISTRICT BOARD OF EDUCATION

Issued:

FINANCES
R 6220/page 1 of 3
Budget Preparation

R 6220 BUDGET PREPARATION

The annual school district budget will be prepared in accordance with the following procedure.

A. Responsibility

1. The School Business Administrator/Board Secretary or designee is responsible for the administration and coordination of all budget preparation activities and will be guided by the budget planning forecasts prepared in accordance with Policy 6210.
2. Each Principal will assess the educational needs of the students, collect and evaluate the requests for funds submitted by the teaching and support staff members in their building, and compile an estimate of the total building needs for the next budget year. The estimate will be submitted to the School Business Administrator/Board Secretary or designee.
3. Each central office administrator will assess the needs of the program operation for which they are responsible (such as staff recruiting, facilities maintenance, transportation, capital improvements) and will prepare an estimate of the program needs for the next budget year. The estimate will be submitted to the School Business Administrator/Board Secretary or designee.

B. Priorities

1. All estimates submitted to the School Business Administrator/Board Secretary or designee in accordance with paragraph A.2. and paragraph A.3. above will be reasonably detailed and supported by appropriate documentation to justify the expenditures requested. The administrators charged with estimating budgetary needs will be guided by these cost priorities;
 - a. Staffing adequate to sustain the current instructional program;
 - b. Supplies and equipment adequate to sustain the current instructional program;
 - c. Maintenance of current facilities and programs;



REGULATION

NEW DISTRICT BOARD OF EDUCATION

- d. New staff members to improve or expand the current program;

FINANCES
R 6220/page 2 of 3
Budget Preparation

- e. New supplies and equipment to improve or expand the current instructional program; and
- f. New instructional programs.

- 2. The Superintendent or designee and the School Business Administrator/Board Secretary will review all estimates for budget allocations and, as necessary, discuss justifications and possible alternatives with the originating administrator. The Superintendent or designee and the School Business Administrator/Board Secretary will:

- a. Compare budget requests with inventory to determine whether requested resources are presently available;
- b. Analyze budget requests on a district-wide basis to determine whether requested resources can be shared; and
- c. Analyze budget requests for staffing requirements and convert those requirements to dollar equivalents.

C. Form

- 1. The tentative budget shall contain:

- a. The total expenditure for each item for the preceding school year, the amount appropriated for the current school year adjusted for transfers as of the date specified by the New Jersey Department of Education (NJDOE) of the current school year, and the amount estimated to be necessary to be appropriated for the ensuing school year, indicated separately for each item as determined by the Commissioner;
- b. The amount of the surplus account available at the beginning of the preceding school year, at the beginning of the current school year and the amount anticipated to be available for the ensuing school year;



REGULATION

NEW DISTRICT BOARD OF EDUCATION

- c. The amount of revenue available for budget purposes from the preceding school year, the amount available for the current school year as of the date specified by the NJDOE and the amount anticipated to be available for the ensuing school year in the following categories as applicable:
 - (1) Revenues to be raised by local sources;
 - (2) Revenues from State Aid;
 - (3) Revenues from Federal Aid;
 - (4) Revenues from intermediate sources; and/or
 - (5) Other sources of revenue;
- d. Transfers between current expense and capital outlay for the preceding school year, the current school year as of the date specified by the NJDOE of that year and transfers anticipated for the ensuing school year;
- e. A presentation of the student population for the current school year and immediate past school year as reported in the application for State School Aid, and an estimate of the anticipated student population for the next school year;
- f. An estimate of staff composition by numbers in each administrative, instructional, and educational services area for the next school year; and
- g. Any additional information required by the NJDOE and the Board of Education.
- h. All budgetary and accounting systems used in the school district must be in accordance with double-entry bookkeeping and Generally Accepted Accounting Principles as included in statutes and administrative code.

FINANCES
R 6220/page 3 of 3
Budget Preparation

D. Timeline

The Superintendent or designee and the School Business Administrator/Board Secretary will submit the tentative budget recommendations to the Board of Education in accordance with the budget timeline established by the NJDOE and the Board. The proposed expenditures and anticipated revenues in the tentative budget will be supported by sufficient explanatory information to enable the Board to determine their validity.



BRADLEY BEACH BOARD OF EDUCATION

2025 – 2026 Board Goals

Board Goal 1: Student Achievement - The Board will ensure that all students have personalized learning experiences to the extent possible and learning opportunities that support academic achievement and high school readiness.

Board Goal 2: Board and Community - The Board will develop an effective public relations program.

Board Goal 3: Board Operations - The Board will establish an “onboarding” process for new BOE members. The Board will complete training to obtain the Carol Larsen Master Board certification.

**** Provide opportunity to update members on county, state and federal levels. (may be removed)**

Board Goal 4: Board Governance/Policy The Board will continue to improve communication among committees and Board members

BRADLEY BEACH BOARD OF EDUCATION

2025 – 2026 Board Goal Action Plan

Board Goal 1: Student Achievement - Ensure that all students have personalized learning experiences to the extent possible and learning opportunities that support academic achievement and high school readiness.

Major Activities	Board/staff	Resources	Timelines	Indicators of Success
Review student data to ensure success of all students	Administration BOE members	Quantitative and qualitative data	Ongoing	Minutes of BOE meeting
Recognize high levels of staff and student achievement	Administration BOE members	Display of student work in community places Share teacher achievements across platforms	ongoing	Minutes of BOE meeting
Ensure that communication to the public highlights decisions to student achievement data	PR Committee	Established channels of communication	ongoing	Posting to the public

BRADLEY BEACH BOARD OF EDUCATION

2025 – 2026 Board Goal Action Plan

Board Goal 2: Board and Community - The Board will develop an effective public relations program.

Major Activities	Board/staff	Resources	Timeline	Indicators of Success
Convene an Ad Hoc committee to develop a comprehensive public relations program by creating a communication process to keep community updated and anticipating community issues and trends affecting the district.	Administration Ad Hoc committee Staff	Outside consultant (possibly) Examples from other districts	Ongoing	Completion of PR plan
Students and BOE members at Community events	Administration BOE members	Student participation in various community events, (senior center, shade tree, BBBCA, Food Pantry, etc.)	Ongoing	Photos and documentation of attendance on social media and Superintendent's Report
Share community informational meetings	Administration BOE members	Online, videos, onsite meetings, various media outlets (social, newspaper)	ongoing	Documentation of events
Various Board members continue to act as Liaisons with community groups	BOE members	Community group meetings BOE member volunteers	ongoing	Liaison reports under New business on BOE minutes

BRADLEY BEACH BOARD OF EDUCATION 2025 – 2026 Board Goal Action Plan

Board Goal 3: Board Operations - The Board will establish an “onboarding” process for new BOE members

The Board will complete training to obtain the Carol Larsen Master Board certification

** Provide opportunity to update members on county, state and federal levels. (may be removed)

Major Activities	Board/staff	Resources	Timelines	Indicators of Success
Convene a committee to create a handbook for new member orientation	President VP 2 BOE members	Examples from other districts	Sept - January	New member onboarding handbook
Present professional development sessions for Board members to obtain Master Certification * on the function, roles and responsibilities of each committee, as needed or requested	Committee chairs and administrative liaisons	Time at BOE or committee meetings NJSBA staff	Ongoing	Carol Larsen Master Board Certification Minutes from BOE and/or committee meetings
Provide time and opportunity for orienting and updating our members on local, county, state and federal levels.	BOE Liaison to county and state organizations BOE President	County meetings Delegate assembly <u>Manual of Positions and Policies on Education</u>	Ongoing	Minutes from President's report and County and state delegate.

- The certification is awarded in recognition of high performing boards. The board must provide evidence to demonstrate an emphasis on student achievement in its board actions. To earn the Carole E. Larsen Master Board Certification, a currently [certified board](#) within the first two years of earning its certification, must also complete at least 10 additional hours of training for a total of 26 board credits

BRADLEY BEACH BOARD OF EDUCATION

2025 – 2026 Board Goal Action Plan

Board Goal 4: Board Governance/Policy The Board will continue to improve communication among committees and Board members.

Major Activities	Board/staff	Resources	Timelines	Indicators of Success
Continue to improve communication among committees and board members	Administrative liaisons Committee chairs BOE Pres or VP	By laws NJSBA	ongoing	Guidelines on reporting minutes from committee



GOAL 1: STUDENT EXPERIENCE

Provide a vibrant learning environment that promotes academic and social success, focusing on high school readiness.

Major Activities:

1. Advance Science Instruction Across K-8:

- Revise science curriculum to align with updated NJSLs.
- Pilot updated, inquiry-based science programs (e.g., OpenSciEd).
- Provide targeted professional development and build consistency in hands-on learning and lab-based practices across grade levels.
- Continue use of PLCs to analyze assessment data and refine instruction.

2. Expand AVID Implementation and WICOR Integration:

- Continue Grades 6-8 AVID program with deeper integration of WICOR strategies.
- Identify and implement WICOR-aligned instructional practices in Grade 5.
- Provide ongoing professional development, including site team meetings and strategy-focused PD sessions.
- Connect AVID strategies with elective options and future high school preparation.

3. Sustain Active Learning in Health and Wellness Curriculum:

- Continue implementing active learning strategies in health instruction K-8.
- Engage Green Team and other external partners to support staff PD.

- Promote cross-curricular health activities and wellness programs.

4. Strengthen Bilingual and Language Acquisition Programs:

- Launch the Kindergarten Dual Language Program.
- Continue enhancing Pre-K DL curriculum and instructional strategies.
- Deepen staff training on Sheltered Instruction and language-rich inquiry models to support MLLs.
- Align inquiry-based practices in science, AVID, and ESL for a cohesive approach.

5. Refine and Expand Phonics Implementation:

- Provide training to new staff and teachers in new grade levels.
- Begin extending phonics program to Grade 3 with appropriate pacing and materials.
- Focus on building student independence with tactile materials and workbooks.
- Use ongoing assessments and feedback to adjust instructional practices.

6. Support Inclusion and Special Education Practice:

- Continue building staff capacity to implement IEPs through targeted PD and coaching.
- Expand inclusive programming and push-in services aligned with LRE principles.
- Monitor program fidelity and use data to identify intervention needs.

7. Refine Standards-Based Reporting for Specialized Populations:

- Explore options to better reflect above-grade-level mastery, IEP goals, and MLL benchmarks in SBRC.
- Focus on fifth-grade placement and reporting integration.
- Provide professional development and family education on report card usage.

GOAL 2: SECURITY, FACILITIES, AND FINANCE

Renovate, reconfigure, and upgrade the physical and technological infrastructure for a premier-00, secure learning environment.

Major Activities:

1. Advance Facilities Projects:

- Continue implementation of the prioritized master plan projects with architects and consultants.
 - Track progress toward awarded DCA, Sustainable Jersey, and other grants.
 - Maintain regular updates to the Board and community.
- 2. Maintain a Balanced, Student-Centered Budget:**
- Adjust staffing and programs aligned with enrollment trends.
 - Protect instructional and wellness priorities (e.g., AVID, DL Pre-K, counseling).
 - Identify cost-saving strategies that preserve classroom programming.
- 3. Enhance Custodial Health and Safety Protocols:**
- Finalize and implement updated custodial checklist.
 - Provide training on protocols and conduct quarterly audits.
 - Embed checklist usage into routine operations.

GOALS 3 & 4: PARENT AND COMMUNITY ENGAGEMENT & COMMUNICATION

Create a culture of partnership through clear, consistent communication and inclusive engagement opportunities.

Major Activities:

- 1. Increase Accessibility of Parent Workshops and Family Engagement:**
 - Continue to develop parent workshops based on family feedback.
 - Explore technology-enhanced options (e.g., recorded or Zoom sessions) for accessibility.
 - Use community partners and liaison positions to promote attendance.
- 2. Formalize Grade-Level Events Across K-8:**
 - Create an annual calendar of grade-specific events that invite parents into classrooms.
 - Share events through multiple platforms (calendar, flyers, social media, Messenger).
- 3. Enhance Communication System:**
 - Create a “Year-at-a-Glance” family calendar with event blurbs and grade-level info.
 - Expand social media presence and utilize Messenger for timely updates.

- Investigate feasibility of text-based communication options to reach more families.

GOAL 5: STUDENT AND STAFF WELLNESS

Improve wellness in order to create a supportive, thriving environment for all students and staff.

Major Activities:

1. Expand Targeted Student Support Groups and Counseling Access:

- Continue refining small group counseling with an emphasis on connection, resilience, and advocacy.
- Offer Spanish-speaking newcomer groups and expand informal supports (e.g., lunch bunches).
- Enhance coordination of counseling resources and practices among departments

2. Strengthen Health and Wellness Programs for Students and Staff:

- Provide PD on integrating movement and wellness into instruction.
- Partner with outside agencies for training and assemblies.
- Continue use of Calm app and healthy faculty initiatives.
- Expand communication to families around nutrition, SEL, and health through newsletters and web posts.
- Enhance existing Health curricular offerings through the use of the Health Smart program in grades 6-8



***A Uniform State
Memorandum of Agreement
Between Education
and
Law Enforcement Officials
2023 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, 2015, and 2019 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.

Table of Contents

Article 1.	Preface	8
1.1.	The Predecessor Agreements	8
1.2.	2023 Revisions	8
1.3.	Nature of the Problem	9
1.4.	Reasons for Special Concern	10
1.5.	Obligation to Enforce This Agreement Without Discrimination	11
Article 2.	Liaisons; Law Enforcement Units	11
2.1.	Liaisons.....	11
2.1.1.	Benefit of Law Enforcement Liaisons	12
2.2.	Consultation and Information Sharing	13
2.3.	Safe Schools Resource Officers	13
2.4.	Creation of Law Enforcement Units	14
Article 3.	Obligation to Report Offenses and Preserve Evidence: Mandatory Reports	15
3.1.	Mandatory Report Offenses Summary.....	15
3.1.1.	Law Enforcement Response to Mandatory Reports.....	16
3.2.	Requirement to Report Offenses Involving Controlled Dangerous Substances & Cannabis	17
3.2.1.	Anabolic Steroids, "Jimson Weed," and "Date Rape" Drugs	17
3.2.2.	Designer Drugs	17
3.2.3.	Prescription Drugs Including Controlled Dangerous Substances.....	18
3.2.4.	Opioids	19
3.2.5.	Marijuana, Hashish, and Cannabis	19
3.3.	Exceptions to Mandatory Reports of Offenses Involving Controlled Substances.....	20
3.3.1.	Non-Applicability to Treatment Program Records and Information	20
3.3.2.	Voluntary Self-Report.....	20
3.3.3.	Overdose Prevention Act	20
3.3.4.	Students Suspected of Being Under the Influence of Alcohol or Other Drugs	21
3.3.5.	Possession or Consumption of Alcoholic Beverages	21
3.3.6.	Self-Administration of Medication by Students	21

3.3.7.	Compassionate Use Medical Cannabis Act.....	22
3.3.8.	Electronic Smoking Devices	22
3.4.	Securing Controlled Dangerous Substances and Paraphernalia	23
3.5.	Law Enforcement Response to Reports of Controlled Dangerous Substances and Cannabis	23
3.5.1.	Exception to Identity Disclosure.....	25
3.6.	Requirement to Report Incidents Involving Firearms and Dangerous Weapons.....	26
3.7.	Exceptions to Mandatory Firearms and Dangerous Weapons Reports	26
3.8.	Securing Firearms, Ammunition and Dangerous Weapons.....	26
3.8.1.	Advice on Weapons	27
3.9.	Law Enforcement Response to Mandatory Firearms and Weapons Reports	27
3.9.1	Interdiction of Weapons	27
3.10.	Requirement to Report Incidents Involving Planned or Threatened Violence	27
3.11.	The New Jersey Office of Homeland and Security Response to Planned or Threatened Violence	28
3.12.	Requirement to Report Sexual Offenses	28
3.13.	Law Enforcement Response to Sexual Offenses.....	29
3.14.	Requirement to Report Assaults on District Board of Education Members or Employees.....	29
3.15.	Law Enforcement Response to Assaults on District Board of Education Members or Employees	29
3.16.	Requirement to Report Bias-Related Incidents.....	29
3.17.	Requirement to Report Potentially Missing, Abused, or Neglected Children.....	31
3.17.1.	Reports of Child Abuse or Neglect to CP&P	31
3.17.2.	Notification to Law Enforcement	31
3.17.3.	Notification of CP&P by Law Enforcement.....	31
3.17.4.	Law Enforcement Response.....	32
3.17.5.	Notification of Parents or Guardians.....	32
3.17.6	Anonymity.....	32
3.17.7	Custody Disputes and Potentially Missing Children	32
Article 4.	Reporting other Offenses: Non-Mandatory Reports	32
4.1.	Reporting Other Offenses	32
4.2.	Stationhouse Adjustments	33

4.3.	Law Enforcement Response to Non-Mandatory Reports	34
4.4.	Harassment, Intimidation, or Bullying (HIB)	34
4.4.2.	Reporting of HIB	35
4.4.3.	Preservation of Evidence and Chain of Custody	36
4.4.4.	Reporting of HIB by Law Enforcement to Schools	36
4.4.5.	Coordination of HIB and Criminal Investigations	36
4.5.	Hazing	39
4.5.1.	Reporting of Hazing by School Officials and Law Enforcement	40
4.6.	Cyber-Harassment	40
4.6.1.	Reporting of Cyber-Harassment	41
4.7.	Sexting	41
4.7.1.	Reporting of Sexting	42
4.8	Offenses Involving Computers, the Internet, and Technology	42
4.8.1.	Harassment and Threats via Electronic Media, Unauthorized Access to School Networks, and the Use of Technology to Facilitate Other Crimes	43
4.8.2.	Blogs, Social Media, and Free Speech Issues	43
4.8.3.	Reporting of Blogs, Social Media, and Free Speech Issues	44
Article 5.	Notice of Arrests	44
5.1.	Arrests of Students on School Grounds	44
5.2.	Arrests of Non-Students on School Grounds	44
5.3.	Arrests of Students off School Grounds During Operating School Hours	45
5.4.	Parental Notification	45
Article 6.	Arrest Protocols	45
6.1.	Requests by School Officials	45
6.2.	Minimizing Disruption of the Educational Process	46
6.2.1.	Arrests to be Conducted in Private	46
6.2.2.	Preferred Use of Plainclothes Officers to Effect Arrest	46
6.2.3.	Cooperation with Arrests on School Property	46
6.3.	Other Spontaneous Arrests	46
6.3.1.	Notice to Building Principal	46

6.3.2.	Minimizing Disruption.....	46
6.4.	Planned Arrests	47
Article 7.	Law Enforcement Operations	47
7.1.	Inquiries Regarding Law Enforcement Operations.....	47
7.2.	Interrogations and Interviews	47
7.3.	Undercover School Operations	47
7.3.1.	Requests to Conduct Operations	48
7.3.2.	Consultation and Cooperation	48
7.3.3.	Security; Limited Disclosure Agreements; Early Termination.....	50
7.3.4.	Use of Undercover Officers as School Employees	50
7.3.5.	Limitations on Undercover Officer Conduct.....	51
7.3.6.	Post-Operation Report	52
7.3.7.	Post-Operation Seminars	53
7.4.	Planned Surveillance	53
7.4.1.	Live Streaming Video.....	53
7.4.2.	Notice and Consultation.....	54
7.4.3.	Limitations; Targeted Subjects	54
7.5.	School Searches	54
7.5.1.	Searches Conducted Independently by School Officials.....	54
7.5.2.	Notice to Law Enforcement of Seizure of Contraband	54
7.5.3.	Law Enforcement Assumption of Responsibility	54
7.5.4.	Legal Questions during Conduct of Law Enforcement Search.....	55
7.5.5.	Agreement Does Not Constitute a Request to Conduct Searches.....	55
7.5.6.	Search and Seizure Legal Advice to School Officials.....	55
7.5.7.	Requests to Use Drug-Detection Canines.....	55
7.6.	Routine Patrols.....	56
7.6.1.	Visible Enforcement Plans.....	56
7.6.2.	Notice to School Officials	56
7.6.3.	On-Site Reporting.....	56
7.7.	Police Presence at Extra-Curricular Events	56

7.8.	Body Worn Cameras by Law Enforcement	56
7.8.1	Body Worn Camera Footage and FERPA	58
7.8.2	Other Records Considerations	58
7.9.	Truancy; Assistance Provided to Attendance Officers.....	58
7.10.	Dispute Resolution Procedures	59
Article 8.	Confidentiality and School Access to Law Enforcement Information	59
8.1.	Substance Abuse Confidentiality Laws	59
8.2.	Clarification Regarding Confidentiality of Contents of Student Records	60
8.3.	Records of Law Enforcement Units	60
8.4.	Statutory Authority to Disclose Information	61
8.5.	Agreement to Disclose Information Following a Charge	62
8.6.	Agreement to Disclose Information During an Investigation	62
8.7.	Specificity of Disclosed Information	63
8.8.	Disclosure of Adult Student Information.....	64
8.9.	Law Enforcement Testimony at School Student Conduct Hearings; Required Notice to the County Prosecutor	64
8.10.	Parallel School Student Conduct Proceedings.....	64
8.11.	Notification of Arrests or Charges Filed Against School Personnel	64
8.11.1.	Applicability Not Limited to Local Jurisdiction.....	65
8.11.2.	Employment Information.....	65
8.11.3.	Offenses Requiring Notification	65
8.11.4.	Notification of Emergencies	65
8.12.	Notification to Executive County Superintendent	65
8.13.	Notification of Handle with Care	66
Article 9.	School Safety and Security	67
9.1.	Development of School Safety and Security Plans (SSSPs)	67
9.1.1.	Critical Incident Planning.....	68
9.1.2.	Consultation in Development of SSSPs	68
9.1.3.	Format and Contents of SSSPs	69
9.1.4.	Annual Review of SSSPs	69

9.1.5.	School Staff In-service Training on SSSPs	69
9.1.6.	Other Training on SSSPs	70
9.2.	Implementation of Approved School Security Task Force Recommendations	70
9.2.1.	Sharing of Model School Security Policies (MSSP)	70
9.3.	Gang Threat and Recruiting Information	70
9.4.	Harassment, Intimidation, or Bullying Policies	70
9.5.	Law Enforcement Testimony at School Student Conduct Hearings; Required Notices to the County Prosecutor	71
9.6.	"Tiplines" and Crime Prevention Programs	71
9.7.	Unsafe School Choice Option Policy: Victims of Violent Criminal Offenses.....	72
Article 10.	Law Enforcement Participation in Educational Programs.....	73
10.1.	Law Enforcement's Contribution to Substance Abuse Education and Demand Reduction	73
10.2.	School Violence Awareness Week.....	73
10.3.	Approval and Supervision of Educational Curricula	73
10.4.	Procedures for Inviting, Soliciting or Promoting Police Participation in Educational Programs	74
Article 11.	Maintenance of the Agreement.....	74
11.1.	Agreement to Remain in Effect	74
11.2.	Distribution	75
Article 12.	Annual Review and Revisions of Agreement	75
12.1	Affirmation.....	77
Appendix A: Definitions		78
Appendix B: Annual Review		81
Appendix C: Table of Mandatory Reports to Law Enforcement		84

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. As needed, a working group, composed of educators and law enforcement officials, convenes to revise this agreement to reflect the current policies and procedures supported by statute and regulation, as well as Department of Education and the Office of the Attorney General guidelines. In 2019, the working group focused on how a student's school-based arrest and subsequent court involvement may impact them. In response, the 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.

1.2. 2023 Revisions

In 2021, the Education-Law Enforcement Working Group reconvened to address new laws, policies, and procedures, including the study of potential amendments to reduce disparities in criminal justice referrals and take meaningful steps to close the school-to-prison pipeline. The group was focused by the 2020 Youth Bias Task Force Report titled [*An Anti-Bias Vision for the Next Generation*](#). The Youth Bias Task Force was led by the Department of Law and Public Safety's Division on Civil Rights, which examined the root causes of a rise in youth bias and bias affecting young people. Revisions were made to articles of the Agreement that affect the interaction of students, educators, and police officers to reduce the possibility of bias toward students and improve the reporting of those incidents. The working group has removed extraneous language to clarify and streamline the Agreement.

Following the creation of the [Attorney General Directive 2020-9](#) Establishing "Statewide Handle With Care" Program, an article has been added to explain the policy and procedures of the directive for officers and how schools may respond to the receipt of a handle with care notification.

The use of body worn cameras by officers who work inside of schools, or respond to a school, is addressed in a new article to make clear what policies should be followed by police officers. This article is modeled on the [Attorney General Directive 2022-01](#), which updated the Body Worn Camera Policy.

With the decriminalization of marijuana and the creation of a regulated market for cannabis, the working group discussed how to amend the Agreement to “effectuate the tiered warning system implemented by the legislation and ensuring a drug free school zone.” Articles were updated to define marijuana and cannabis, update mandatory reporting, address changes to medical cannabis policy, explain police procedure for interacting with students, and clarify all articles that mention marijuana.

Additionally, the articles for Harassment, Intimidation, or Bullying (HIB), Cyber-Harassment, Stationhouse Adjustments, Law Enforcement Response to Non-Mandatory Reports, Hazing, and others were updated to reflect new law and policy.

The working group will continue to meet to address new challenges and community concerns. The working group will create recommendations for the Commissioner of Education and Attorney General, and update guidance documents related to and referenced by the Agreement. The working group will reconvene in 2024 to review further revisions and receive feedback on the changes made in this version.

1.3. Nature of the Problem

The 1988, 1992, 1999, 2007, 2011, 2015, and 2019 issues of the 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 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 certain 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.

¹Pursuant 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.

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 youth 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 that school officials are required to report to law enforcement. Conduct requiring a mandatory report is outlined in Article 3.

There are other types of incidents that school officials are not required to, but may voluntarily, report to law enforcement. Certain categories of conduct that school officials may voluntarily report are outlined in Article 4. 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 continuum of actions designed to remediate and, where necessary or required by law, to impose sanctions, considering the developmental ages of the student and their history of inappropriate behavior. 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. Both school officials and law enforcement should be aware that a school's voluntary report of student misconduct to law enforcement may not always result in a law enforcement response, investigation, or arrest. If law enforcement deems that 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 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.

1.5 Obligation to Enforce This Agreement Without Discrimination

The Division on Civil Rights (DCR), as part of the Department of Law and Public Safety, under the authority of the Attorney General, is responsible for enforcing New Jersey's Law Against Discrimination (LAD), N.J.S.A. 10:5-1 to -49. All schools subject to this Agreement constitute places of public accommodation subject to DCR's jurisdiction within the meaning of the LAD. School officials should be aware that as employees and agents of a place of public accommodation, they cannot discriminate against or harass students, and must take action to stop bias-based harassment of students if they knew or should have known about it, even if the harassment is perpetrated by a fellow student.

School officials are prohibited under the LAD from enforcing this Agreement in a manner that discriminates based on race, ethnicity, gender, disability, or any other protected characteristic. A school discriminates within the meaning of the LAD if it makes (or fails to make) mandatory referrals under Article 3 of this agreement differently with respect to students of one race, ethnicity, gender, disability status, or any other protected characteristic differently than it does students of another race, ethnicity, gender, disability status, or other protected characteristic. Similarly, a school discriminates within the meaning of the LAD if it chooses to refer (or not to refer) students of one race, ethnicity, gender, disability status, or any other protected characteristic differently under Article 4 of this agreement than it does students of another race, ethnicity, gender, disability status, or other protected characteristic.

Similarly, all law enforcement agencies subject to this Agreement constitute places of public accommodation subject to DCR's jurisdiction within the meaning of the LAD. Law enforcement officials should be aware that as employees and agents of a place of public accommodation, they likewise cannot discriminate against or harass students. Law enforcement officials discriminate within the meaning of the LAD if they respond to mandatory referrals under Article 3 or non-mandatory referrals under Article 4 of this agreement differently with respect to students of one race, ethnicity, gender, disability status, or any other protected characteristic differently than they do students of another race, ethnicity, gender, disability status, or other protected characteristic.

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.

School districts and law enforcement agencies will comply with the training requirements of N.J.S.A. 52:17B-71.8 for safe schools resource officers and for the school district liaison to law enforcement. The Police Training Commission in the Division of Criminal Justice in the Department of Law and Public Safety provides this comprehensive training.

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

It is further understood that school officials may have legitimate concerns about the legal and mental health implications of referring a student to law enforcement. 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

A "safe schools resource officer" (SRO) is a trained and specially selected law enforcement officer who supports the philosophy of community policing in schools. Security personnel, on the other hand, are not affiliated with the local law enforcement jurisdiction, may or may not be armed, and are employed to monitor and protect the school building and occupants.

The New Jersey Legislature stated that "the job of safe schools resource officer involves great responsibility and highly specialized skills" because "every safe schools resource officer works with and among pupils, teachers and administrators, and many also work with parents" and "by virtue of their daily interaction with pupils, safe schools resource officers invariably make a strong, early impression of the institution of law enforcement," and found that "the State should provide comprehensive and consistent training for those individuals entrusted with these responsibilities."

Pursuant to N.J.S.A. 40A-146.10, 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. Class Three special law enforcement officers are nonetheless distinct from non-law enforcement security personnel, because they “have all the powers conferred by law on police officers,” including “the apprehension of offenders.” (N.J.S.A. 40A:14-146.10).

The decision whether to employ an SRO, Class Three special enforcement officer, or other security staff rests with each school board of education based upon the needs of the school community. If a school board of education employs an SRO or Class Three special law enforcement officer, it must ensure that the assigned officer has received the training required by law. New Jersey law requires that any “safe schools resource officers” assigned to a public school must complete the safe schools resource officer training course developed pursuant to N.J.S.A. 52:17B-71.8 before they can be assigned by a local board of education to serve as an SRO. (N.J.S.A. 18A:17-43.1.). Any Class Three special law enforcement officer assigned by a local board of education to serve as an SRO is required to comply with the safe schools resource officer training requirements outlined in N.J.S.A. 18A:17-43.1.

If a school board of education employs an armed security officer, it is strongly encouraged that the assigned armed security officer attend the safe schools resource officer training course offered by the Police Training Commission to ensure they receive training to assist them in their role.

2.4. Creation of Law Enforcement Units

Each school district shall consider designating, but is not required to designate, one or more law enforcement units for the district, as provided under the Federal law, FERPA (Family Education Rights Privacy Act), pursuant to 20 U.S.C. 1232g(a)(4)(ii) and 34 C.F.R. 99.8. Schools that designate one or more law enforcement units for the district shall comply with FERPA, pursuant to 20 U.S.C. 1232g(a)(4)(ii) and 34 C.F.R. 99.8, to ensure the security and privacy of school records.

Pursuant to FERPA, if a school district designates one or more law enforcement units for the district, the records maintained by those units 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.

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.

Schools should refer to Article 8 of this agreement for details on designation of school records and law enforcement records and may need to seek advice of school counsel to determine whether further agreements or guidance are required and for matters requiring 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 unlawful possession of a controlled dangerous substance, related paraphernalia, cannabis², or is involved or implicated in distribution activities regarding controlled dangerous substances or cannabis, 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);

² Pursuant to N.J. Stat. § 2C:33-15, any person under the age of 21, who knowingly possesses without legal authority or who knowingly consumes any alcoholic beverage, cannabis item, marijuana, or hashish in any school, public conveyance, public place, or place of public assembly, or motor vehicle shall be subject to consequences.

- 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.

As a reminder, school officials are prohibited under the LAD from enforcing this Agreement in a manner that discriminates based on race, ethnicity, gender, disability, or any other protected characteristic. A school discriminates within the meaning of the LAD if it makes (or fails to make) mandatory referrals under Article 3 of this agreement differently with respect to students of one race, ethnicity, gender, disability status, or any other protected characteristic differently than it does students of another race, ethnicity, gender, disability status, or other protected characteristic.

3.1.1. Law Enforcement Response to Mandatory Reports

Specific response to mandatory reports are noted by offense type in the following sections. When a mandatory report to law enforcement is made, the law enforcement agency retains full discretion 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 & Cannabis

Subject to the provisions 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 unlawful possession of a controlled dangerous substance³, related paraphernalia, or cannabis⁴, or is involved or implicated in distribution activities regarding controlled dangerous substances or cannabis, pursuant to *N.J.A.C. 6A:16-4.3(a)3i*. 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

In 1991, the New Jersey Commissioner of Health promulgated rules and regulations which classify anabolic steroids as Schedule III controlled dangerous substances (CDS). The parties to this Agreement 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*). Therefore, a student's possession or distribution of any of these substances are required to be reported to law enforcement (see Article 3.2).

3.2.2. Designer Drugs

"Designer drugs" are substances that are structurally or functionally similar to banned controlled dangerous substances (CDS) and created to mimic the effects of a CDS, while attempting to avoid the CDS classification and accompanying legal consequences. For example, designer drugs such as "bath salts" (synthetic cathinones) and "synthetic marijuana" (synthetic cannabinoids) were initially created in an attempt to avoid CDS classification. Many "designer drugs" 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.

³ "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.

⁴ "Cannabis" means all parts of the plant *Cannabis sativa* L., whether growing or not, the seeds thereof, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds, except those containing resin extracted from the plant, which are cultivated and, when applicable, manufactured in accordance with P.L.2021, c.16 (C.24:6I-31 et al.) for use in cannabis products, but shall not include the weight of any other ingredient combined with cannabis to prepare topical or oral administrations, food, drink, or other product. N.J. Stat. § 24:6I-33.

Both synthetic cannabinoids and cathinones have been declared as CDS and are therefore required to be reported to law enforcement (see section 3.2). 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](#)). The United States Drug Enforcement Administration followed, subsequently scheduling many synthetic cannabinoids and cathinones as controlled substances, therefore outlawing them. At the time of the release of this Agreement, synthetic cannabinoids and cathinones are the only “designer drugs” designated as CDS and required to be reported to law enforcement.

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.

All designer drugs 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.

3.2.3. Prescription Drugs Including Controlled Dangerous Substances

A student’s possession of a prescription drug classified as a controlled dangerous substance (CDS) prescribed to them is not unlawful, and that possession alone does not trigger school officials’ mandatory obligation to report under Article 3.2. However, a student’s unlawful possession of a prescription prescribed to them may nonetheless violate the school’s applicable code of student conduct, and such violations should be handled in accordance with the district board of education’s approved student code of conduct and any other applicable policies and procedures.

A student’s possession of a prescription drug classified as a CDS only triggers school officials’ mandatory obligation to report under Article 3.2 if possession is unlawful (e.g., not prescribed to them) pursuant to *N.J.A.C. 6A:16-6.3*. A student’s possession of a CDS not prescribed to them does trigger school officials’ mandatory obligation to report under Article 3.2.

A student’s distribution of a prescription drug classified as a CDS always triggers school officials’ mandatory obligation to report under Article 3.2, regardless of whether the CDS was prescribed to the student suspected of distributing it. See *N.J.A.C. 6A:16-6.3*. See *N.J.A.C. 6A:16-6.3*.

Students may also misuse or be in possession of prescription drugs that are not CDS. Possession or misuse of any drug that is not a CDS does not trigger school officials’ mandatory obligation to report under Article 3.2, but should be handled in accordance with the district board of education’s approved student code of conduct and any other applicable policies and procedures.

See Article 3.3.7 regarding the protocols for student possession and use of medical cannabis pursuant to Compassionate Use Medical Cannabis Act (CUMCA).

3.2.4. Opioids

Opioids are a controlled dangerous substance (CDS). Consistent with Article 3.2.3, a student's possession of an opioid prescribed to them is not unlawful, and that possession alone does not trigger school officials' mandatory obligation to report under Article 3.2. However, a student's lawful possession of an opioid prescribed to them may nonetheless violate the school's applicable code of conduct, and such violations should be handled in accordance with the district board of education's approved student code of conduct and any other applicable policies and procedures.

A student's possession of opioids only triggers school officials' mandatory obligation to report under Article 3.2 if the student's possession is unlawful (e.g., they are in possession of opioids not prescribed to them) pursuant to *N.J.A.C. 6A:16-6.3*. A student's distribution of opioids always triggers school officials' mandatory obligation to report under Article 3.2, regardless of whether the opioid was prescribed to the student suspected of distributing it. See *N.J.A.C. 6A:16-6.3*.

3.2.5. Marijuana, Hashish, and Cannabis

"Marijuana" and "hashish," as defined in *N.J.S.A. 24:21-2*, are controlled dangerous substances. However, *N.J.S.A. 24:21-2* specifically defines "marijuana" and "hashish" to *exclude* "cannabis," "cannabis resin," and "cannabis items," as defined by *N.J.S.A. 24:61-33*. Accordingly, although marijuana, hashish, and cannabis all originate with the plant *Cannabis sativa L.*, regulated cannabis (i.e., *Cannabis sativa L.* cultivated and manufactured in accordance with *N.J.S.A. 24:61-31*) *is not* classified as a controlled dangerous substance. It is unlawful for persons under the age of 21 to possess cannabis, marijuana, or hashish at school. *N.J. Stat. § 2C:33-15*.

Accordingly, a student's possession or distribution of cannabis, marijuana, or hashish triggers school officials' mandatory obligation to report under Article 3.2 if a school employee has reason to believe the substance the student possessed or distributed is cannabis, marijuana or hashish. Law enforcement must follow investigative procedures outlined in [guidance from the Office of the Attorney General](#).

Consistent with Article 3.2.3, a student's possession of medical cannabis prescribed to them is lawful, and that possession alone does not trigger school officials' mandatory obligation to report under Article 3.2. However, a student's lawful possession of medical cannabis prescribed to them may nonetheless violate the school's applicable code of conduct, and such violations should be handled in accordance with the district board of education's approved student code of conduct and any other applicable policies and procedures.

A student's distribution of a substance that a school employee has reason to believe is cannabis, marijuana, or hashish, always triggers school officials' mandatory obligation to report under Article 3.2, regardless of whether the cannabis was prescribed to the student suspected of distributing it. See *N.J.A.C. 6A:16-6.3*.

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 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](#), which seeks to ensure uniform statewide enforcement of the law. 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

School officials should be aware that it is unlawful for a person under the age of 21 to purchase, possess, 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.*). It is also unlawful 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*. School officials may, but need not, report this conduct by youth or adults to law enforcement.

Law enforcement officers, including those assigned to schools, must follow the [guidance](#) set forth by the Attorney General for individuals under the age of 21 who possess or consume any amount of alcohol in any public place, including a school with respect to written warnings, searches, and activation of body worn cameras.

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 Cannabis Act

On January 18, 2010, the Compassionate Use Medical Cannabis Act (CUMCA) (*N.J.S.A. 24:6l-1 et seq.*) was signed into law. The purpose of CUMCA is to protect from arrest, prosecution, property forfeiture, criminal and other penalties, those patients who use cannabis to alleviate suffering from debilitating medical conditions, as well as their physicians, primary caregivers, and those who are authorized to produce cannabis for medical purposes. CUMCA expressly provides that it does not authorize a person to smoke cannabis in a school bus or on any school grounds. As to smoking medical cannabis at such protected locations, CUMCA expressly provides that the patient "shall be subject to such penalties as provided by law." Although this provision of CUMCA applies only to smoking cannabis in certain specified places, district boards of education are encouraged to consult with their attorney about the oral consumption of medical cannabis at any of the protected locations.

The Office of the Attorney General developed [Enforcement Guidelines](#) to provide law enforcement with guidance and instruction on key provisions of CUMCA.

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., cannabis or 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.

Electronic smoking devices alone do not require a mandatory report to law enforcement. The use of electronic smoking devices to deliver nicotine or any other substance that is not a controlled dangerous substance also does not require a mandatory report. 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 controlled dangerous substances, or cannabis (see Article 3.2).

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 Dangerous Substances and Paraphernalia

Whenever a school employee seizes or comes upon any substance believed to be a controlled dangerous substance, drug paraphernalia, or cannabis, 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, drug paraphernalia, or cannabis except by turning over such substance or item to the responding law enforcement officer.

3.5. Law Enforcement Response to Reports of Controlled Dangerous Substances and Cannabis

The (*law enforcement agency*) must dispatch an officer as promptly as possible to take custody and secure the controlled dangerous substance (CDS), related paraphernalia, or cannabis. 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.

All law enforcement officers, including those assigned to schools, must follow the newly amended underage law, *N.J.S.A. 2C:33-15*, and Attorney General guidance set forth in [Interim Guidance](#)

Regarding Marijuana Decriminalization (Mar 26, 2021). *N.J.S.A. 2C:33-15* requires the following in issuing warnings:

- First offense. Officers shall issue a written warning, which must include the person's name, address, and date of birth. The law was amended on March 26, 2021 (*P.L.2021, c.38*) to require the officer to provide written notification of the violation to the individual's parent or guardian if the individual is under the age of 18.
- Second offense. Officers shall issue a written warning, and also provide the person with informational materials on community treatment services. For individuals under the age of 18, the officer shall provide written notification of the violation to the individual's parent or guardian, including the informational materials.
- Third or subsequent offense. Officers shall issue a written warning and provide the individual with a referral for community treatment services. The officer shall provide notice of the written warning and referral to the community treatment services program regardless of the age of the individual; if the individual is under 18, then the officer shall provide the juvenile's parents or guardian with written notification of the violation and the referral.

Law enforcement officers must also retain and track, with any of the written warnings outlined above, a sworn statement with a description of the factual circumstances that support a finding of the violation. Additionally, officers may not fingerprint individuals under the age of 21 for their first, second, third, or subsequent offenses. However, if an individual under 21 is in possession of more than 6 ounces of marijuana or 17 grams of hashish, that individual is also in violation of *N.J.S.A. 2C:35-10(a)(3)(b)*, a fourth-degree crime, and may be issued a complaint summons and fingerprinted at their first court appearance.

All law enforcement officers, including those assigned to or present inside of a school, are prohibited from engaging in certain actions when investigating an individual under the age of 21 for possession of marijuana, hashish, cannabis, or alcohol, in violation of *N.J.S.A. 2C:33-15(a)(1)*. Importantly, officers who violate these provisions may be charged criminally with depriving the individual of their civil rights, regardless of whether the officer intended to do so. Prohibited conduct includes:

- Officers shall not ask an individual under 21 for consent to search the person to determine a violation of that provision. (However, if the individual is over 18 and the officer reasonably believes that other criminal activity is afoot, the individual may grant consent to search);
- The odor of marijuana, hashish, or alcohol no longer constitutes reasonable articulable suspicion to initiate a stop of an individual under the age of 21, nor does it provide probable cause to search the person's personal property or vehicle to determine a violation of *N.J.S.A. 2C:33-15(a)(1)*.

- The unconcealed possession of an alcoholic beverage, marijuana, hashish, or cannabis item in violation of *N.J.S.A. 2C:33-15(a)(1)* that is observed in plain sight shall not constitute probable cause to initiate a search of an individual under the age of 21 or that individual's personal property or vehicle to determine a violation of any law.
- An individual under the age of 21 who violates *N.J.S.A. 2C:33-15(a)(1)* shall not be arrested, detained, or otherwise taken into custody, and shall not be transported to a police station, police headquarters, or other place of law enforcement operations, except to the extent that detention or custody at or near the location where the incident occurred is required to issue a written warning or collect information necessary to provide notice of a violation to a parent/guardian, unless the person is being arrested, detained, or otherwise taken into custody for also committing another violation of law for which that action is legally permitted or required.

When responding to a violation or suspected violation of *N.J.S.A. 2C:33-15(a)(1)*, all law enforcement officers must activate their body worn cameras, which must remain activated throughout the encounter.

3.5.1. Exception to Identity Disclosure

School officials need not provide law enforcement with identification information related to a student when the student voluntarily turns over a controlled dangerous substance, related paraphernalia, or cannabis 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 if the below criteria are met.

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 also be** notified if school officials seize or come upon any switchblade, gravity, or ballistic knife, stun gun, or metal knuckles, whether or not the weapon was actually used or threatened to be used, pursuant to N.J.A.C. 6A:16-6.3(b).

3.7. Exceptions to Mandatory Firearms and Dangerous Weapons Reports

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

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 until the (*law enforcement agency*) responds and, pursuant to N.J.A.C. 6A:16-6.2(b)8 and 6.4, retrieves and takes 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(c) through (e).

In making these determinations, the school official should employ risk management and assessment tools and guidance from the New Jersey Department of Education.

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 of 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 of Education Members or Employees

The (*law enforcement agency*) receiving information about an assault on district board of 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)*, it is agreed that (*designated school official*) must promptly notify (*designated law enforcement official*) and the bias investigation officer for the county prosecutor's office whenever any school employee develops reason to believe a "bias-related act," (1) has been committed or is about to be committed on school grounds; (2) has been or is about to be committed by a student on or off school grounds (whether such offense was or is to be committed during operating school hours); or (3) 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. It is further agreed that (*designated school official*) must immediately notify (*designated law enforcement official*) and the bias investigation officer for the county prosecutor's office where there is reason to believe a bias-related act that involves an act of violence has been or is about to be physically committed against a student or there is otherwise reason to believe a life has or will be threatened. 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. In weighing whether a student's conduct meets this definition and triggers a mandatory report, school officials should consider whether the student's conduct was motivated by a protected category. When weighing motive, educators may therefore consider the context of the incident and the age, maturity, and competency of the student(s) implicated in a potential bias-related act, since those factors would be considered by law enforcement and county prosecutors.

A bias-related act need not involve conduct that constitutes a criminal offense to trigger a mandatory report. However, school officials should be aware that certain bias-related acts may also constitute the criminal offense known as "bias intimidation." Pursuant to *N.J.S.A. 2C:16-1(a)*, bias intimidation occurs when an enumerated offense, such as harassment, assault, terroristic threats, criminal mischief, arson, or homicide, is committed with the purpose to intimidate or with knowledge that the offense would intimidate an individual or group of individuals "because of race, color, religion, gender, disability, sexual orientation, gender identity or expression, national origin, or ethnicity." *N.J.S.A. 2C:16-1(a)*

School officials should be aware that the Office of the Attorney General has established uniform law enforcement procedures for the response to, and investigation of, bias incidents⁵. In this guidance to law enforcement, a bias incident is defined as any suspected or confirmed violation of *N.J.S.A. 2C:16-1(a)(1)* or (2).1., and law enforcement officials are required to report such bias incidents within 24 hours.

School officials should also be aware that bias-related acts that trigger a school's mandatory reporting obligations under this Article will also constitute HIB, triggering a school's obligation under the *Anti-Bullying Bill of Rights Act*. 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. School officials should implement district policies for responding to HIB complaints when an HIB report is received from law enforcement officials.

The Division on Civil Rights (DCR), as part of the Department of Law and Public Safety, under the authority of the Attorney General, is responsible for enforcing New Jersey's Law Against Discrimination (LAD), *N.J.S.A. 10:5-1* to -49. All schools subject to this Agreement constitute places of public accommodation subject to DCR's jurisdiction within the meaning of the LAD. School officials should be aware that as employees and agents of a place of public accommodation, they cannot discriminate against or harass students, and must take action to stop bias-based harassment of students if they knew or should have known about it, even if the harassment is perpetrated by a fellow student.

⁵ "Revised Bias Incident Investigation Standards Attorney General's Law Enforcement Guideline" (the Standards), https://www.nj.gov/oag/dcj/agguide/Bias-Invest-Standards_040519.pdf

School officials are prohibited under the LAD from administering this Agreement in a manner that discriminates based on race, ethnicity, gender, disability, or any other protected characteristic. A school discriminates within the meaning of the LAD if it makes (or fails to make) mandatory referrals under Article 3 of this agreement differently with respect to students of one race, ethnicity, gender, disability status, or any other protected characteristic differently than it does students of another race, ethnicity, gender, disability status, or other protected characteristic.

School and law enforcement officials should be aware that, in some cases, a school's failure to appropriately intervene in and investigate bias-related acts may also constitute a violation of the LAD. When a law enforcement agency is confronted with a suspected or confirmed violation of New Jersey's Law Against Discrimination, the victim shall be informed of the Division on Civil Rights' jurisdiction and referred to the Division, if appropriate, and the Division on Civil Rights shall be contacted.

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

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, where necessary or required by law, to impose sanctions for continued misbehavior, considering the developmental ages of the student and their history of inappropriate behavior, 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.

As a reminder, school officials are prohibited under the LAD from enforcing this Agreement in a manner that discriminates based on race, ethnicity, gender, disability, or any other protected characteristic. A school discriminates within the meaning of the LAD if it chooses to refer (or not to refer) students of one race, ethnicity, gender, disability status, or any other protected characteristic differently under Article 4 of this agreement than it does students of another race, ethnicity, gender, disability status, or other protected characteristic.

4.2. Stationhouse Adjustments

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 strive to utilize all available school resources and sanctions prior to making the report, unless a mandatory report is required, and consult with law enforcement if necessary.

The [Attorney General Directive 2020-12](#) Directive Establishing Policies, Practices, and Procedures to Promote Juvenile Justice Reform, repealed and superseded the provisions of Attorney General Law Enforcement Directive No. 2008-2 (Guidelines for Stationhouse Adjustment of Juvenile Delinquency Offenses); the 1998 Attorney General Guidelines on Procedures for Collecting Juvenile Fingerprints and Photographs; and Attorney General Executive Directive No. 1990-1 (Handling of Juvenile Matters by Police and Prosecutors).

The Directive outlines mechanisms available to police officers and prosecutors to divert youth from the juvenile justice system and limit the likelihood of unnecessary detention. The one mechanism that is applicable in the school setting is the stationhouse adjustment. A stationhouse adjustment is

designed to divert a juvenile from the juvenile justice system without the filing of charges. In such situations, an officer typically asks the juvenile and a parent or guardian/caregiver/designee to come to the police station to discuss an alleged offense and work together to develop an appropriate resolution, which is then memorialized in a written agreement. The officer may refer the juvenile for social services and, if property has been stolen or damaged, require the juvenile to make restitution in some form. The goal is to engage the parent or guardian/caregiver/designee—and, where appropriate, the victim—in any resolution, allowing the family and community resources to address the violation rather than the courts.

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.** Law enforcement officials' obligation to respond to a non-mandatory report does not require them to do more than consult with school officials. When a non-mandatory report to law enforcement is made, the law enforcement agency retains full discretion to decide that no further action is needed, or recommend a stationhouse adjustment, as outlined in Article 4.2. 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 Directive 2020-12](#) Directive Establishing Policies, Practices, and Procedures to Promote Juvenile Justice Reform.

4.4. Harassment, Intimidation, or Bullying (HIB)

Harassment, intimidation, or bullying (HIB) in school settings presents an ongoing challenge throughout New Jersey. HIB acts tear at the fabric of our society, pose grave risks to the physical and emotional well-being of students, and can quickly lead to retaliation, an escalation of violence both on and off school grounds, and even suicide. To address this problem, New Jersey enacted the *Anti-Bullying Bill of Rights Act* on January 5, 2011 (*N.J.S.A. 18A:37-13 et seq.*).

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.

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, and school investigations of HIB must determine whether conduct meets the above definition. 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).

4.4.2. Reporting of HIB

4.4.2.1. Reporting of HIB by Schools to Law Enforcement

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. However, school officials should be aware that certain HIB acts may also rise to the level of a criminal offense if they constitute bias intimidation, hazing, and cyber-harassment, which are discussed in Articles 3.16, 4.5, and 4.6 of this Agreement, or violate another provision of the Code of Criminal Justice, such as those addressing assault, harassment, threats, robbery, and sexual offenses. Because 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. However, both school officials and law enforcement officials should be aware that a school's notification to law enforcement 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.

4.4.2.2. Reporting of HIB to Division on Civil Rights

School officials should be aware that incidents of HIB in schools may also implicate the New Jersey Law Against Discrimination, *N.J.S.A. 10:5-1 to -49* (LAD). In some cases, a school district's failure to appropriately intervene in and investigate bias-based HIB incidents may constitute a violation of the LAD. When a law enforcement agency is confronted with a suspected or confirmed violation of New Jersey's Law Against Discrimination, the victim shall be informed of the New Jersey Division on Civil Rights' jurisdiction and referred to the Division, if appropriate, and the Division on Civil Rights shall be contacted.

4.4.3. 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.

4.4.4. 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. When the student is a juvenile, such reports are permissible pursuant to the authority of *N.J.S.A. 2A:4A-60c* and/or *N.J.S.A. 2A:4A-60e*, as outlined in Article 8 of this Agreement. Such notification also must be provided when the alleged offending student is an adult. See Article 8.8 of this Agreement.

4.4.5. Coordination of HIB and Criminal Investigations

There may be times when HIB conduct is being investigated by both school officials pursuant to the ABR and law enforcement officials pursuant to the Code of Criminal Justice. In such situations, the law enforcement investigation focuses on whether there has been a violation(s) of the Code of Criminal Justice, while an HIB investigation focuses on whether an act has been committed in violation of the ABR. 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, if 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. 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. 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.

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 notice that the school is obligated under the Law Against Discrimination to address student-on-student bias-based harassment, and that the statute of limitations for filing a complaint in the Division on Civil Rights will not be extended 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, and law enforcement wishes to enforce the stay over the parent(s)/guardian(s) objections, 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 set forth above, and pending the outcome of any court orders requested by law enforcement to compel the stay. 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 a court's denial to compel a stay, or upon completion of the law enforcement investigation, and following notification of that denial or 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 for a 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 pending the outcome of law enforcement's application for 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 or until a court denies law enforcement's request to compel a stay. 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, exhausting, and adversely affect the mental or emotional health or dignity of the individual. Activities may also cause bodily injury. 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.

Beginning in March 2022, district boards of education with a middle school or high school and governing boards of a non-public middle or high school must adopt a written policy against hazing that includes the rules, penalties, and the program for enforcing the policy (*N.J.S.A. 18A:37-32.2 and 32.3*). The policy must also be posted on the district's or non-public school's publicly available website. (*N.J.S.A. 18A:37-32.2(c)*).

School officials should be aware that hazing which involves the participation of a coach or a teacher may also constitute child abuse (see Article 3.17). Hazing may also involve sexual offenses (see Article 3.12) or bias-related acts (see Article 3.16). Hazing may also constitute HIB, triggering a school's obligations under the Anti-Bullying Bill of Rights Act (see Article 4.4).

Hazing only triggers a school's mandatory obligation to report if it involves conduct covered by Article 3 as outlined above. However, school officials should also be aware that hazing is a criminal offense. The written policy required under *N.J.S.A. 18A:37-32.2 and 32.3* should specify under what circumstances hazing conduct will be referred to law enforcement. The criminal law governing hazing, *N.J.S.A. 2C:40-3*, sets forth the following definition for hazing:

A person is guilty of hazing, if, in connection with initiation of applicants to or members of a student or fraternal organization, whose membership is primarily students... the person knowingly or recklessly:

- (1) Causes, coerces, or otherwise induces another person to commit an act that violates federal or State criminal law;
- (2) Causes, coerces, or otherwise induces another person to consume any food, liquid, alcoholic liquid, drug or other substance which subjects the person to a risk of emotional or physical harm or is otherwise deleterious to the person's health;
- (3) Subjects another person to abuse, mistreatment, harassment, or degradation of a physical nature, including, but not limited to, whipping, beating, branding, excessive calisthenics, or exposure to the elements;

- (4) Subjects another person to abuse, mistreatment, harassment, or degradation of a mental or emotional nature, including, but not limited to, activity adversity affecting the mental or emotional health or dignity of the individual, sleep deprivation, exclusion from social contact, or conduct that could result in extreme embarrassment;
- (5) Subjects another person to abuse, mistreatment, harassment, or degradation of a sexual nature; or
- (6) Subjects another person to any other activity that creates a reasonable likelihood of bodily injury to the person. (*N.J.S.A. 2C:40-3(a)*).

Hazing is a crime of the third degree if the act results in death or serious bodily injury and a crime of the fourth degree if the act results in bodily injury. Otherwise, hazing is a disorderly persons offense (*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*).

4.5.1. Reporting of Hazing by School Officials and Law Enforcement

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

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

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 crime of the third or fourth degree, depending on the ages of the target and harasser.

N.J.S.A. 2C:33-4.1 sets forth the following definition for cyber-harassment:

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.

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.

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.

A parent or guardian who fails to comply with a condition imposed by the court pursuant to subsection c. *N.J.S.A. 2C:33-4.1* is a disorderly person and must be fined not more than \$100 for a first offense and not more than \$500 for each subsequent offense.

A parent or guardian having legal custody of a minor who demonstrates willful or wanton disregard in the exercise of the supervision and control of the conduct of a minor adjudicated delinquent of cyber-harassment may be liable in a civil action.

4.6.1. 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 involves the sending of sexually explicit photos by electronic means such as text message.

School officials should be aware that sexting of image or video 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 may trigger a school's reporting obligations related to sexual offenses (see Article 3.12). School officials should also be aware that sexting may involve bias-related acts (see Article 3.16). Sexting may also constitute HIB, triggering a school's obligations under the *Anti-Bullying Bill of Rights Act* (see Article 4.4).

Sexting only triggers a school's mandatory obligation to report if it involves conduct covered by Article 3 as outlined above. However, school officials should also be aware that sexting 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

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. However, school officials should be aware that 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. 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.

Schools are therefore 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

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 Article is to recognize some of the areas where law enforcement and educational professionals should cooperate to ensure a unified response to the following conduct by students, teachers, administrators and other school staff:

- 1) Harassment and threats via electronic media.
- 2) Unauthorized access to school networks.
- 3) Use of technology to facilitate other crimes.
- 4) Blogging (free speech).

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

Students may inappropriately utilize technology to harass and threaten other students or individuals. These types of actions may be considered incidents of harassment, intimidation, and bullying (Article 4.4), bias-related incidents (Article 3.16), cyber-harassment (Article 4.6), sexting (Article 4.7), or other misconduct. Bias-related incidents trigger schools' mandatory reporting obligations, and school officials should be guided by the reporting obligations in Article 3.16 if students utilize technology to engage in such conduct. Inappropriate use of technology to engage in other acts of harassment, intimidation, and bullying (Article 4.4), cyber-harassment (Article 4.6), sexting (Article 4.7), or other misconduct does not trigger schools' mandatory reporting obligations, and school officials should be guided by the reporting obligations elsewhere in this agreement, school district policy, and the board attorney (as necessary) to determine the protocol for any violations of the code of student conduct.

Students may also take actions to access a school network, which is unauthorized by the school district. There are instances where school officials may consider unauthorized accessing of a school network to be an internal matter and not advise law enforcement authorities, especially if the nature of unauthorized access does not require investigation regarding the extent of unauthorized access (e.g., when a student accesses a school district network to change a test score).

In situations where the significance of an attack on the integrity of a school computer network has implications for community safety, school officials should notify law enforcement. Accordingly, when notification to law enforcement is appropriate, notification should be made to law enforcement immediately upon learning of unauthorized access.

Should schools make a mandatory report under Article 3 or choose to make a non-mandatory report under Article 4, school officials need to assess the extent of unauthorized access to school systems. When notification to law enforcement is deemed appropriate by educators, the entirety of the investigation should be conducted by law enforcement so as not to compromise the integrity of potential evidence and protect the school community (i.e., educators who may be part of the investigation, victims, etc.).

Financial information, personally identifying information and content, as well as private images may all be contained on a student's computer or personal electronic device. School and law enforcement officials should consult with Article 7.5 regarding any searches and seizures of students and their property.

4.8.2. Blogs, Social Media, and Free Speech Issues

Blogs and social media 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.

School officials should be aware that blogs or social media posts that involve bias-related acts (see Article 3.16) or threats to cause death, serious bodily injury, or significant bodily injury (see Article 3.10) may trigger mandatory reporting requirements or may constitute HIB, triggering a school's obligations under the *Anti-Bullying Bill of Rights Act* (see Article 4.4).

However, school officials should also be aware that a school's imposition of discipline and county prosecution of blog and social media content can implicate 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.

4.8.3. Reporting of Blogs, Social Media, and Free Speech Issues

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.

Content on a blog or social media post 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*.

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
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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 during an emergency situation. 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 emergency 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, cannabis, 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. Body Worn Cameras by Law Enforcement

This article addresses body worn camera (BWC) use in schools by law enforcement and the recorded footage obtained from BWCs.

To comply with *P.L.2020, c.129*⁶, while in a school or youth facility (or on school or youth facility property under circumstances where minor children would be in view of the body worn camera), an officer must deactivate their body worn camera, unless they are actively engaging in an investigation of a criminal offense, responding to an emergency call, or if the officer reasonably believes they would be required to use constructive authority or force.

“Constructive authority” shall have the same meaning as defined in the Attorney General’s Use of Force Policy, except that the term shall apply only to the use of the officer’s authority to exert control over a subject when directed against a person who is subject to an investigative detention or arrest (e.g., “show me your hands,” “get out of the vehicle,” etc.), or directed against a person if the officer has un-holstered a firearm or a conducted energy device (e.g., “move out of the way,” “get down,” etc.).

[Attorney General Directive No. 2022-1](#)⁷ contains a “Body Worn Camera Policy” (the “Policy”) to guide law enforcement. The Policy defines a BWC as a device worn by a law enforcement officer that makes an electronic audio and video recording of activities that take place during any law enforcement action.

Pursuant to section 3.3 (f) of the Policy, “officers assigned to duties within schools or youth facilities as part of the normal daily educational environment, such as School Resource Officers (SROs) and Class III Special Law Enforcement Officers (SLEO IIIs), are not required to wear a BWC. Officers assigned to duties at schools or youth facilities working security or crowd-control functions at special events such as athletic competitions, graduations or similar public events shall be equipped with BWCs but are not required to wear a BWC.”

Pursuant to section 5.4 of the Policy, an officer equipped with a BWC must activate their BWC when responding to or investigating *N.J.S.A. 2C:33-15a(4)*, “possessing or consuming an alcoholic beverage, marijuana, hashish, or a cannabis item.” Additionally, the BWC must remain activated until the encounter has fully concluded and the officer leaves the scene and shall not be deactivated based on a request by a person who is the subject of the suspected violation of *N.J.S.A. 2C:33-15*, or for any other reason.

Pursuant to section 7.1.1 of the Policy, “If an officer is required to de-activate the BWC in accordance with the provisions of this Section, the officer shall narrate the reason for de-activation (e.g., “I am entering a school building where children are present.”). The BWC shall be re-activated as soon as it is safe and practicable to do so if and when the circumstances requiring de-activation no longer exist

⁶ The New Jersey Legislature mandated universal body worn camera (“BWC”) implementation pursuant to *P.L.2020, c.128* and *129*. These two laws require all “uniformed State, county, and municipal patrol law enforcement officers” wear a BWC that electronically records audio and video while acting in the course of their duties, and provide the parameters for the operation of BWCs, including the handling of BWC footage.

⁷ <https://www.nj.gov/oag/dcj/agguide/directives/ag-Directive-2022-1.pdf> This Policy updated the 2021-5 Attorney General Directive.

(e.g., the officer is conversing with an adult as part of a criminal investigation while in a place within the school where children would not be in view of the BWC)."

7.8.1 Body Worn Camera Footage and FERPA

Under the Family Education Rights Privacy Act (FERPA), a parent has the right to access, amend, and consent to the release of their child's education records. The "education records" are records directly related to a student and maintained by an educational agency or institution or by a party acting for the agency or institution. FERPA prohibits the improper disclosure of personally identifiable information derived from education records. In most cases, footage from BWC is not an educational record under the purview of FERPA, because BWC footage is normally maintained by police departments and not school administration.

FERPA applies to BWC images and video in two scenarios: 1) if a school uses BWC images or video of a student or students and relies upon that as part of a disciplinary action; 2) when a school maintains a BWC video image that is directly related to a particular student or students.

7.8.2 Other Records Considerations

Pursuant to *N.J.S.A. 2A:4A-60*, any images obtained from a law enforcement officers BWC, both audio and video, ". . . pertaining to juveniles charged as a delinquent or found to be part of a juvenile family-crisis, shall be strictly safeguarded from public inspection" and shall not be disclosed to any person, including school personnel, without an order from the court.

Nothing in this provision restricts access of any records, including records of a law enforcement BWC, subject to redaction, to those persons and entities identified in *N.J.S.A. 2A:4A-60a*. In addition, nothing in this provision restricts access to information permitted to be shared with school personnel in accordance with *N.J.S.A. 2A:4A-60c*, *N.J.S.A. 2A:4A-60d*, or *N.J.S.A. 2A:4A-60e*.

For questions or concerns on BWC use in schools or record requests of BWC footage, school districts and chiefs of police should be guided by their county prosecutor and school counsel. It is recommended that individual schools and their law enforcement partners discuss whether the BWC should be employed by SROs or SLEO IIIs, the parameters of their use should they be employed, and how the images and footage should be shared between the agencies.

7.9. 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.

7.10. 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.^{8]}

⁸This 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.

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:
 - a. resulted in death or serious bodily injury, or involved an attempt or conspiracy to cause death or serious bodily injury;
 - b. involved the unlawful use or possession of a firearm or other weapon;
 - c. involved the unlawful manufacture, distribution, or possession with intent to distribute a controlled dangerous substance or controlled substance analog;
 - d. 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
 - e. constitutes a crime of the first, second, or third degree.
 - f. *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.

8.13. Notification of Handle with Care

[Attorney General Directive 2020-9](#), the “Statewide Handle With Care (HWC) Directive,” took effect December 31, 2020. The HWC Directive’s goal is to promote communication and partnerships between law enforcement and schools to help provide a safe and supportive academic environment for children who were recently exposed to an adverse childhood experience (ACE) or other traumatic event.

The Directive identifies traumatic events as broadly to include, but not limited to, the following incidents where a child is a victim or witness:

- a house fire or forced displacement from the residence.
- community violence (i.e., fights among gangs or other groups, bullying, shootings).
- the sudden death of an immediate family member or guardian of the child, which the police are made aware.
- A suicide or attempted suicide of an individual who resides in the child’s home where the child is present.
- A drug or alcohol overdose of an individual who resides in the child’s home where the child is present.
- An incident of domestic violence or abuse (physical or sexual).
- Involvement with the Department of Child Protection & Permanency.
- A search warrant executed at the residence.
- The arrest of an individual who resides in the home.

Pursuant to the HWC Directive, law enforcement official must promptly complete a HWC Notice after responding to an incident where the child witnesses or is the victim of a traumatic event. A HWC Notice must be completed for each child that is present, regardless of the age of the child and whether the child attends a public or private school.

To protect the privacy of affected children and families, the HWC Notice shall only include the following information: the child’s name, age, grade, school of enrollment, and date and time of the incident. The HWC Notice shall be sent immediately to the appropriate point of contact at the child’s school of enrollment (prior to the next school day or prior to the child arriving at school, whichever is sooner).

A point of contact identified by the school district or head of the school shall serve as a point of contact (i.e. a School Safety Specialist or other school employee). This individual will be responsible for receiving all HWC Notices for children enrolled in that school(s) and for disseminating the HWC Notices to the appropriate school staff. School officials agree to receive the HWC notice and assess whether the school should take any actions (i.e., postponing assignments, providing breaks, referring to a school counselor) to best provide for the well-being of the student(s). School officials should not inquire with the child about the traumatic event.

If a notice must be sent to a school outside of a law enforcement agency's area of responsibility, the responding officer completes the HWC Notice and sends it immediately to the local law enforcement agency where an affected child's school is located. The receiving local law enforcement agency shall be responsible for sending the completed HWC Notice to the school's appropriate point of contact. If a HWC Notice is returned because the child is not enrolled at the school it was delivered to, the law enforcement agency must make a good faith effort to identify the child's correct school of enrollment.

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 guidance from the New Jersey Department of Education. 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, 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
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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 Agreement, or the revised section of the Agreement, 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 in the Year of

Chief School Administrator

Chief, Police Department or Station Commander

President, District Board of Education

Executive County Superintendent of Schools

County Prosecutor

*****School districts and law enforcement are encouraged to attach a list of potential contact names and information to support communication between all parties (e.g., school district liaison, principal, law enforcement officers assigned to schools).**

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, and cannabis and cannabis items as those terms are defined in section 3 of P.L. 2021, c.16 (C.24:6I-33). 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.

"Cannabis" means all parts of the plant *Cannabis sativa* L., whether growing or not, the seeds thereof, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds, except those containing resin extracted from the plant, which are cultivated and, when applicable, manufactured in accordance with P.L.2021, c.16 (C.24:6I-31 et al.) for use in cannabis products, but shall not include the weight of any other ingredient combined with cannabis to prepare topical or oral administrations, food, drink, or other product. N.J. Stat. § 24:6I-33. Cannabis does not include medical cannabis dispensed to registered qualifying patients pursuant to the "Jake Honig Compassionate Use Medical Cannabis Act," P.L. 2009, c.307.

"Deadly weapon" means any firearm or other weapon, device, instrument, material, or substance, whether animate or inanimate, which in the manner it is used or is intended to be used, is known to be capable of producing death or seriously bodily injury or which in the manner it is fashioned would lead the victim reasonably to believe it to be capable of producing death or serious bodily injury. N.J. Stat. § 2C:11-1

"Firearm" means any handgun, rifle, shotgun, machine gun, automatic or semi-automatic rifle, or any gun, device or instrument in the nature of a weapon from which may be fired or ejected any solid projectable ball, slug, pellet, missile or bullet, or any gas, vapor or other noxious thing, by means of a cartridge or shell or by the action of an explosive or the igniting of flammable or explosive substances. It shall also include, without limitation, any firearm which is in the nature of an air gun, spring gun or pistol or other weapon of a similar nature in which the propelling force is a spring, elastic band, carbon dioxide, compressed or other gas or vapor, air or compressed air, or is ignited by compressed air, and ejecting a bullet or missile smaller than three-eighths of an inch in diameter, with sufficient force to injure a person.

N.J. Stat. § 2C:39-1

"Medical cannabis" means cannabis dispensed to registered qualifying patients pursuant to the "Jake Honig Compassionate Use Medical Cannabis Act," P.L.2009, c.307 (C.24:6I-1 et al.) and P.L.2015, c.158 (C.18A:40-12.22 et al.). "Medical cannabis" does not include any cannabis or cannabis item which is cultivated, produced, processed, and consumed in accordance with P.L.2021, c.16 (C.24:6I-31 et al.). N.J. Stat. § 24:6I-33.

"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" 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 or organ N.J.S.A. 2C:11-1b.

"Significant bodily injury" 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. N.J.S.A. 2C:11-1d

"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.

"Weapon" means anything readily capable of lethal use or of inflicting serious bodily injury. The term includes, but is not limited to, all (1) firearms, even though not loaded or lacking a clip or other component to render them immediately operable; (2) components which can be readily assembled into a weapon; (3) gravity knives, switchblade knives, daggers, dirks, stilettos, or other dangerous knives, billies, blackjacks, bludgeons, metal knuckles, sandclubs, slingshots, cesti or similar leather bands studded with metal filings or razor blades imbedded in wood; and (4) stun guns; 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. N.J. Stat. § 2C:39-1

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:
 - a. Discuss the implementation of and the need for revising the MOA; and
 - b. 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 	Executive County Superintendent

<ul style="list-style-type: none"> 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 	
<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 SafeSupportiveSchools@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 unlawful possession of a controlled dangerous substance, related paraphernalia, cannabis, 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).	
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 N.J.A.C. 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 N.J.A.C. 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 N.J.A.C. 6A:16-6.3(d) (Article 3.12).	

Mandatory Report Offenses
Assaults on District Board of 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 N.J.A.C. 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: Wednesday, September 10, 2025

Time of day the drill was conducted: 10 AM

School Name: Bradley Beach Elementary

Location of the Emergency Evacuation Drill: Playground

Route Number(s): N/A

Name of the school principal/person(s) overseeing the drill: Dr. Michael Heidelberg 

Other information relative to the emergency evacuation drill:



(SENT VIA EMAIL dtonzola@bbesnj.org)

August 28, 2025

Bradley Beach Public School District
515 Brinley Avenue
Bradley Beach, NJ 07720

ATT: Mr. David Tonzola,
Business Administrator/Board Secretary

**Re: Proposal for Professional Services for the Replacement of
Steam Boiler Accessory Equipment
Bradley Beach Elementary School,
D | R Proposal No. 25-146**

Dear Mr. Tonzola,

Thank you for this opportunity to provide professional service for the Bradley Beach Public School District. This proposal is based on discussions with the Board Administration and a site visit to the school performed by our consulting engineers on August 21, 2025. The district had the two existing steam boilers recently replaced.

As per our discussions, Di Cara | Rubino Architects understands the scope of work is for the replacement of associated boiler accessories, boiler feedwater system, vacuum condensate receiver, and associated steam traps. Review existing remote (Gym Storage room) condensate receiver system for age and functionality. Replace boiler accessories with in-kind capacities. In addition, specify a new boiler blowdown system. All mechanical, electrical and plumbing scope of work to be provided by Johnson and Urban Consulting Engineers.

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

I. SCOPE OF SERVICES:

1. Schematic Design:

- Confirm existing field conditions for all trades - architectural, mechanical, plumbing and electrical (MEP scope by Johnson & Urban Engineering)
- Preparation of base plans
- Develop overall scope of work
- Develop cost estimates for scope of work



Mr. David Tonzola
D | R Proposal #25-146
August 28, 2025
Page 2

2. Design Development and State Submission:

- Submit required documents to the NJ Department of Education for review and approval, including state applications and schematic drawings.
- Identify alternates

3. Construction Documents:

- Prepare architectural and engineering documents containing plans, details, and specifications
- Submit plans for code review and comment
- Meet with district to review all final project details and schedules

4. Bidding and Award:

- Assist the District in the bidding process
- Preparation of bid packages with alternates as approved by the Board
- Attend pre-bid conference to answer Contractor questions about the proposed project
- Respond, as needed, to Contractor inquiries during the bidding process
- Issue addenda, as appropriate, during the bidding period
- Attend bid opening, review and evaluate bids, and assist the Board with a recommendation of an award to the lowest responsible bidder

5. Contract Administration (CA) Services During Construction:

- Attend scheduled meetings, including pre-construction, conference, project meetings, and site visits to review the progress of work, to monitor that the project is moving according to the schedule, as well as in accordance with the plans and specifications (2 visits per month)
- Review and respond to requests for clarification/interpretation, and other issues and concerns of the Contractors
- Review shop drawings
- Review and approve payment applications
- Prepare punch list and project closeout documentation

(The Architect shall not be required to make exhaustive or continuous on-site visits to check the quality or quantity of the work or to attend or conduct project job meetings other than on the day of the Architect's scheduled field visit.)



Mr. David Tonzola
D | R Proposal #25-146
August 28, 2025
Page 3

FEE PROPOSAL:

Based on the above scope of work, Di Cara | Rubino Architects submits our fee as follows:

1. Schematic Design.....	\$ 2,400.00
2. Design Development.....	\$ 2,000.00
3. Construction Documents.....	\$ 6,800.00
4. Bidding and Award.....	\$ 800.00
5. Contract Administration.....	\$ 3,000.00
Fee Sub-Total.....	\$ 15,000.00
<u>Reimbursable Expenses (Allowance)</u>	<u>\$ 3,000.00</u>
TOTAL	\$ 18,000.00

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

Exclusions:

The following services are excluded from the basic services outlined in this proposal:

- Full time observation
- Testing
- Identification and/or abatement of hazardous material including, but not limited to, asbestos and lead
- Permit fees / state submission fees
- Core samples
- Off-site utilities
- Surveys – Site design
- Site inspection of existing structures
- Legal services
- LRFP Updates – other than included for the scope of work noted above
- As-built drawings



Mr. David Tonzola
D | R Proposal #25-146
August 28, 2025
Page 4

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.

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.



Mr. David Tonzola
D | R Proposal #25-146
August 28, 2025
Page 5

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.

Entire Agreement: This Proposal and conditions together with the AIA B.101 Standard Form of Agreement Between Owner and Architect (Architect of Record) constitute the entire agreement between Client and DiCara | Rubino Architects. If a Purchase Order (PO) or similar document is used in conjunction with this Agreement, it shall be for the sole purpose of defining quantities and fees to be provided hereunder, and to this extent only are incorporated as a part of this Agreement. Any preprinted terms and conditions included in such PO or similar documents shall not be incorporated and such PO or similar documents shall not be otherwise construed to modify, amend, or alter the terms of this Agreement.

Preliminary Budgeting: A preliminary budget will be prepared by DRA for the project. This budget will be incorporated into submission to the Department of Education. When providing opinions or estimates of probable construction costs upon request of the Board, such budgets are based on DRA's experience and qualifications and only represent 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.

Limitations: The Team will rely on the accuracy of any information submitted to us by the District in the performance of our services and will not be held responsible for errors or inaccuracies contained in the information provided to us. In the event that our activities indicate areas of significant health, safety, or environmental concern, the scope of work outlined above may need to be modified as appropriate. We will notify you as soon as possible if potentially significant areas of concern are encountered.

Sub-Consultant Charges: If 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.



Mr. David Tonzola
D | R Proposal #25-146
August 28, 2025
Page 6

Di Cara | Rubino Architects appreciates this opportunity to provide architectural and engineering services to the Bradley Beach Public School District. If the above is acceptable, please sign and return a copy for our records.

Sincerely,

DI CARA | RUBINO ARCHITECTS

A handwritten signature in black ink, appearing to read 'Allison J. Sroka', is written over the company name.

Allison J. Sroka, AIA
Principal

Accepted by:

Mr. David Tonzola
Business Administrator

Date: _____

Accepted:

Initial

School Year	Account Number	GL Fund	Description
2025-26	11-000-100-561-00	10	Tuition to other LEAs w/i state regular
2025-26	11-000-100-562-00	10	Tuition other Leas w/i state special
2025-26	11-000-100-563-00	10	Tuition county vocational school district regular
2025-26	11-000-100-564-00	10	Tuition county vocational school district special
2025-26	11-000-100-566-00	10	Tuition private school for disabled w/i state
2025-26	11-000-100-568-00	10	Tuition State Facilities
2025-26	11-000-211-100-00	10	Salaries Attendance Office and Social Work
2025-26	11-000-211-100-00-SU	10	Salary Attendance Summer
2025-26	11-000-211-173-00	10	Salaries of Translation/Interpret
2025-26	11-000-211-220-00	10	Social Security Contribution
2025-26	11-000-211-270-00	10	Health Benefits
2025-26	11-000-211-290-00	10	Other Health Benefits
2025-26	11-000-211-600-00	10	Supplies Attendance
2025-26	11-000-213-100-00	10	Salaries Health Services
2025-26	11-000-213-100-00-SU	10	Salaries Nurse Summer
2025-26	11-000-213-100-01	10	Substitute Nurse
2025-26	11-000-213-220-00	10	Social Security Contribution
2025-26	11-000-213-270-00	10	Health Benefits
2025-26	11-000-213-300-00	10	Purchase prof. and tech services
2025-26	11-000-213-600-00	10	Supplies Health
2025-26	11-000-213-800-00	10	Other Objects
2025-26	11-000-216-100-00	10	Salaries Speech Services
2025-26	11-000-216-270-00	10	Health Benefits
2025-26	11-000-216-320-00	10	Purchase Prof-Educ Services
2025-26	11-000-216-600-00	10	Supplies Speech
2025-26	11-000-217-100-00	10	Salaries
2025-26	11-000-217-100-01	10	Sub Salaries
2025-26	11-000-217-270-00	10	Health Benefits
2025-26	11-000-217-290-00	10	Other Employee Benefits
2025-26	11-000-218-104-00	10	Salaries Guidance
2025-26	11-000-218-270-00	10	Health Benefits
2025-26	11-000-218-600-00	10	Supplies and materials

School Year	Account Number	GL Fund	Description
2025-26	11-000-219-104-00	10	Salaries CST
2025-26	11-000-219-104-00-SU	10	Salaries CST Summer
2025-26	11-000-219-270-00	10	Health Benefits
2025-26	11-000-219-320-00	10	Purchase prof-ed service CST
2025-26	11-000-219-600-00	10	Supplies CST
2025-26	11-000-219-800-00	10	Other objects
2025-26	11-000-221-102-00	10	Salaries Supervisor of Instruction
2025-26	11-000-221-104-00	10	Salaries of other prof. staff
2025-26	11-000-221-105-00	10	Salaries Secretaries
2025-26	11-000-221-176-00	10	Reading Specialist
2025-26	11-000-221-220-00	10	Social Security Contribution
2025-26	11-000-221-270-00	10	Health Benefits
2025-26	11-000-221-320-00	10	Professional Service
2025-26	11-000-221-600-00	10	Supplis and materials
2025-26	11-000-221-800-00	10	Other objects
2025-26	11-000-222-177-00	10	Salary of Tech Coordinators
2025-26	11-000-222-220-00	10	Social Security Contribution
2025-26	11-000-222-270-00	10	Health Benefits
2025-26	11-000-222-290-00	10	Other Health Benefits
2025-26	11-000-222-320-00	10	Purchased professional educational services
2025-26	11-000-223-320-00	10	Purchase Prof-ed services
2025-26	11-000-223-580-00	10	Travel
2025-26	11-000-230-100-00	10	Salaries: General Administration
2025-26	11-000-230-100-01	10	Other Salaries
2025-26	11-000-230-331-00	10	Legal services
2025-26	11-000-230-332-00	10	Audit fees
2025-26	11-000-230-334-00	10	Architectural/Engineering Service
2025-26	11-000-230-339-00	10	Other purchase prof. services
2025-26	11-000-230-530-00	10	Communications-telephone
2025-26	11-000-230-530-01	10	Internet Access
2025-26	11-000-230-585-00	10	BOE Travel
2025-26	11-000-230-585-01	10	General Administrative Travel

School Year	Account Number	GL Fund	Description
2025-26	11-000-230-590-00	10	Other purchased services
2025-26	11-000-230-610-00	10	General Supplies
2025-26	11-000-230-890-00	10	Miscellaneous expenditures
2025-26	11-000-230-895-00	10	BOE Membership Dues & Fees
2025-26	11-000-240-103-00	10	Salaries Principal
2025-26	11-000-240-600-00	10	Supplies and materials
2025-26	11-000-240-800-00	10	Other objects
2025-26	11-000-251-100-00	10	Salaries: Business Office
2025-26	11-000-251-330-00	10	Purchased Professional Services
2025-26	11-000-251-340-00	10	Purchased technical services
2025-26	11-000-251-600-00	10	Supplies and materials
2025-26	11-000-251-890-00	10	Miscellaneous expenditures
2025-26	11-000-252-100-00	10	Salaries: Technology
2025-26	11-000-252-600-00	10	Supplies and materials
2025-26	11-000-261-100-00	10	Salaries: Maintenance Services
2025-26	11-000-261-220-00	10	Social Security Contribution
2025-26	11-000-261-270-00	10	Health Benefits
2025-26	11-000-261-420-00	10	Cleaning Repair Maintenance
2025-26	11-000-261-610-00	10	General Supplies
2025-26	11-000-261-800-00	10	Other objects
2025-26	11-000-262-100-00	10	Salaries: Custodial Services
2025-26	11-000-262-100-00-OT	10	Overtime
2025-26	11-000-262-107-00	10	Lunch Aides
2025-26	11-000-262-220-00	10	Social Security Contribution
2025-26	11-000-262-260-00	10	Workman's Compensation
2025-26	11-000-262-270-00	10	Health Benefits
2025-26	11-000-262-300-00	10	Purchase prof. and tech. service
2025-26	11-000-262-490-01	10	Water-Bradley Beach
2025-26	11-000-262-520-00	10	Insurance
2025-26	11-000-262-610-00	10	General Supplies
2025-26	11-000-262-621-00	10	Natural Gas
2025-26	11-000-262-622-00	10	Electricity

School Year	Account Number	GL Fund	Description
2025-26	11-000-262-800-00	10	Other objects
2025-26	11-000-266-300-00	10	Purchase prof. and tech. service
2025-26	11-000-266-420-00	10	Security Maintenance
2025-26	11-000-266-610-00	10	Supplies and materials
2025-26	11-000-270-160-00	10	Salaries: Transportation
2025-26	11-000-270-220-00	10	Social Security Contribution
2025-26	11-000-270-270-00	10	Health Benefits
2025-26	11-000-270-503-00	10	Aid in Lieu
2025-26	11-000-270-512-00	10	Contracted service
2025-26	11-000-270-513-00	10	Contract. service jointure Regular
2025-26	11-000-270-515-00	10	Contract service jointure special
2025-26	11-000-270-517-00	10	Contract Service Regular ESC
2025-26	11-000-270-518-00	10	Contract service Special ESC
2025-26	11-000-291-220-00	10	Social Security Contribution
2025-26	11-000-291-241-00	10	PERS Liability
2025-26	11-000-291-241-01	10	DCRP Employer Contribution
2025-26	11-000-291-250-00	10	Unemployment Compensation
2025-26	11-000-291-260-00	10	Workers Compensation
2025-26	11-000-291-270-00	10	Health Benefits
2025-26	11-000-291-280-00	10	Tuition Reimbursement
2025-26	11-000-291-290-00	10	Other Employee Benefits
2025-26	11-000-310-930-00	10	Transfers to cover food defic.
2025-26	11-000-500-561-00	10	Transfer of funds to charter school
2025-26	11-105-100-101-00	10	Salaries: Teachers Preschool
2025-26	11-105-100-101-01	10	Preschool Sub. Salary
2025-26	11-105-100-270-00	10	Health Benefits
2025-26	11-105-100-290-00	10	Other Health Benefits
2025-26	11-105-100-936-00	10	Local Contribution to Transfer for Special Revenue
2025-26	11-110-100-101-00	10	Salaries: Teachers Kindergarten
2025-26	11-110-100-101-01	10	Sub. Salaries - KDG
2025-26	11-110-100-270-00	10	Health Benefits
2025-26	11-110-100-290-00	10	Other Employee Benefits

School Year	Account Number	GL Fund	Description
2025-26	11-120-100-101-00	10	Salaries: Teachers Grades 1-5
2025-26	11-120-100-101-01	10	Sub Salary
2025-26	11-120-100-270-00	10	Health Benefits
2025-26	11-120-100-290-00	10	Other Employee Benefits
2025-26	11-130-100-101-00	10	Salaries Teachers Grades 6-8
2025-26	11-130-100-101-01	10	Sub Salary
2025-26	11-130-100-270-00	10	Health Benefits
2025-26	11-130-100-290-00	10	Other Health Benefits
2025-26	11-150-100-101-00	10	Salaries Home Instruction Regular
2025-26	11-190-100-260-00	10	Workman's Compensation
2025-26	11-190-100-500-00	10	Other Purchase Services
2025-26	11-190-100-610-00	10	General Supplies
2025-26	11-190-100-610-00-01	10	First Grade Supplies
2025-26	11-190-100-610-00-02	10	Second Grade Supplies
2025-26	11-190-100-610-00-03	10	Third Grade Supplies
2025-26	11-190-100-610-00-04	10	Fourth Grade Supplies
2025-26	11-190-100-610-00-56	10	Fifth & Sixth Grade Supplies
2025-26	11-190-100-610-00-78	10	Seventh & Eight Grade Supplies
2025-26	11-190-100-610-00-CP	10	Copy Duplicator Paper
2025-26	11-190-100-610-00-KD	10	KDG Supplies
2025-26	11-190-100-610-00-PK	10	Preschool Supplies
2025-26	11-190-100-610-06	10	Teacher Recognition
2025-26	11-190-100-610-07-TE	10	Tech Supplies
2025-26	11-190-100-610-08-TE	10	Technology Software
2025-26	11-190-100-610-09-MU	10	Music Supplies
2025-26	11-190-100-610-10-ST	10	STEM & Kiln Supplies
2025-26	11-190-100-610-11-AR	10	Art Supplies
2025-26	11-190-100-610-12-PE	10	PE Supplies
2025-26	11-190-100-610-13-WL	10	World Language Supplies
2025-26	11-190-100-640-00	10	Textbooks
2025-26	11-190-100-800-00	10	Other Objects
2025-26	11-190-100-800-00-CP	10	Copier Lease/Telephone

School Year	Account Number	GL Fund	Description
2025-26	11-214-100-101-00	10	Autism Teacher
2025-26	11-214-100-270-00	10	Health Benefits
2025-26	11-214-100-290-00	10	Other Health Benefits
2025-26	11-219-100-101-00	10	Salaries Home Instruction Special
2025-26	11-240-100-101-00	10	Salaries: Teachers Bilingual
2025-26	11-240-100-101-01	10	Sub Salary
2025-26	11-240-100-270-00	10	Health Benefits
2025-26	11-240-100-290-00	10	Other Health Benefit
2025-26	11-240-100-610-00	10	Supplies
2025-26	11-401-100-100-00	10	Salaries: Co-curricular
2025-26	11-401-100-600-00	10	Supplies
2025-26	11-401-100-800-02	10	Student Insurance
2025-26	11-402-100-100-00	10	School Sponsored Athletics
2025-26	11-402-100-500-00	10	Prurchase Service
2025-26	11-402-100-600-00	10	Supplies
2025-26	11-421-100-178-00-PA	10	Period A & B
2025-26	11-422-100-178-00-SU	10	Salaries: Teachers Summer School
2025-26	12-000-400-720-00-AL	10	Facilities Construction Service
2025-26	12-000-400-896-00	10	Assessment on SDA
2025-26	12-120-100-730-00	10	Grades 1-5 Equipment
2025-26	12-130-100-730-00	10	Grades 6-8 Equipment
2025-26	20-001-100-101-26-PT	20	PTA Club Salaries
2025-26	20-001-100-110-25-PT	20	PTA Club Salaries
2025-26	20-001-100-220-25-PT	20	PTA Club FICA
2025-26	20-001-100-220-26-PT	20	PTA Club FICA
2025-26	20-001-100-500-00	20	Weinberg Travel Donation
2025-26	20-001-100-600-22-SF	20	Salesforce.com Donation
2025-26	20-001-100-800-00-DN	20	Timothy Bourne PTO 50/50
2025-26	20-001-100-800-25-PT	20	PTA Field Trips
2025-26	20-001-200-320-00-SJ	20	Sustainable Jersey Grant Purchased Professional
2025-26	20-001-200-600-21-SG	20	Safety Grant FY 21
2025-26	20-001-200-600-22-SG	20	Safety Grant FY 22

School Year	Account Number	GL Fund	Description
2025-26	20-001-200-600-22-SJ	20	Sustainable Jersey Grant
2025-26	20-001-200-600-23-JS	20	Joanne Shu Donation
2025-26	20-001-200-600-23-SG	20	Safety Grant FY 23
2025-26	20-001-200-600-24-BA	20	Bradley Beach Business Community Alliance Supplies
2025-26	20-001-200-600-24-SG	20	Safety Grant Supplies
2025-26	20-001-200-600-26-LR	20	LRIG Supplies
2025-26	20-001-200-800-24-BA	20	Bradly Beach Business Community Alliance Miscellaneous
2025-26	20-001-200-890-26-LR	20	LRIG Miscellaneous
2025-26	20-001-400-732-26-LR	20	LRIG Construction Service
2025-26	20-001-400-890-26-LR	20	LRIG Construction Miscellaneous
2025-26	20-218-100-101-00	20	Salaries: Teachers Preschool
2025-26	20-218-100-106-00	20	Preschool Aid Salares
2025-26	20-218-100-106-00-EX	20	Salaries: Aides preschool expansion
2025-26	20-218-100-600-00	20	Preschool Supplies
2025-26	20-218-200-102-00	20	Salaries: Supervisor of Instruction
2025-26	20-218-200-104-00	20	Salaries Other Professional Staff
2025-26	20-218-200-173-00	20	Salary for Community Liaison
2025-26	20-218-200-176-00	20	Salary of Preschool coach
2025-26	20-218-200-200-00	20	Health Benefits
2025-26	20-218-200-320-00	20	Professional Development
2025-26	20-218-200-321-00	20	Purchased Educational Services
2025-26	20-218-200-329-00	20	Other Educational Service
2025-26	20-218-200-330-00	20	Other Purchase Services
2025-26	20-218-200-516-00	20	Travel Field Trips
2025-26	20-218-200-800-00	20	Miscellaneous
2025-26	20-223-100-101-00	20	ARP IDEA Salary Basic
2025-26	20-223-200-200-00	20	ARP IDEA Benefits
2025-26	20-223-200-320-00	20	ARP IDEA Basic Professional Service
2025-26	20-224-200-320-00	20	ARP IDEA Preschool Professional Service
2025-26	20-231-100-101-00	20	Salaries: Title I
2025-26	20-231-100-600-00	20	ESEA Title I Supplies
2025-26	20-231-200-200-00	20	Employee Benefits

School Year	Account Number	GL Fund	Description
2025-26	20-231-200-220-00	20	Social Security
2025-26	20-232-100-101-00	20	Salaries C/O Title I
2025-26	20-232-200-200-00	20	Title I C/O Employee Benefits
2025-26	20-234-100-101-00	20	Salaries Title I SIA
2025-26	20-234-200-200-00	20	Title I SIA Benefits
2025-26	20-235-100-101-00	20	Salaries Title I SIA Carryover
2025-26	20-235-200-200-00	20	Title I SIA C/O Benefits
2025-26	20-241-100-101-00	20	Salaries Title III
2025-26	20-241-100-610-00-BR	20	Title III Supplies
2025-26	20-241-100-610-00-HH	20	Title III Supplies
2025-26	20-241-200-200-00	20	Employee Benefits Title III
2025-26	20-241-200-580-00	20	Travel Title III
2025-26	20-241-200-600-00	20	Noninstructional Supplies Title III
2025-26	20-241-200-600-00-HH	20	Noninstructional Supplies Title III
2025-26	20-242-100-610-00	20	Title III Supplies Carryover
2025-26	20-242-100-610-00-BR	20	Title III Supplies Carryover Brielle
2025-26	20-250-100-101-00	20	Salaries: Teachers IDEA
2025-26	20-250-100-106-00	20	Salaries: Aides IDEA
2025-26	20-250-200-200-00	20	Employee Benefits
2025-26	20-250-200-200-00-SS	20	Social Security Benefits
2025-26	20-250-200-220-00	20	Social Security
2025-26	20-250-200-320-00	20	Professional Services
2025-26	20-251-100-610-00	20	IDEA Carryover Supplies
2025-26	20-251-200-320-00	20	Professional Services IDEA Carryover
2025-26	20-252-100-101-00	20	Salaries: Teachers IDEA Preschool
2025-26	20-252-200-200-00	20	Employee Benefits
2025-26	20-270-200-320-00	20	Title IIA Professional Service
2025-26	20-270-200-580-00	20	Title IIA Travel
2025-26	20-271-200-320-00	20	Title IIA Carryover Professional
2025-26	20-271-200-580-00	20	Travel Title IIA Carryover
2025-26	20-280-100-100-00	20	Salaries
2025-26	20-280-100-600-00	20	Supplies

School Year	Account Number	GL Fund	Description
2025-26	20-280-200-220-00	20	Social Security Benefits
2025-26	20-280-200-320-00	20	Purchase professional service
2025-26	20-280-200-580-00	20	Title IV Travel
2025-26	20-280-200-600-00	20	Title iv noninstructional Supplies
2025-26	20-281-100-600-00	20	Title IV Carryover Supplies
2025-26	20-281-200-320-00	20	Purchase Professional Service Carryover
2025-26	20-281-200-580-00	20	Title IV Travel Carryover
2025-26	20-431-100-600-00-FO	20	Focus Grant
2025-26	20-471-100-600-00	20	Climate Awareness Instructional Supplies
2025-26	20-471-200-300-00	20	Climate Awareness Professional Service
2025-26	20-471-200-500-00	20	Climate Awareness Other Purchase Services
2025-26	20-483-100-101-00	20	Salaries
2025-26	20-483-100-101-00-SU	20	Salaries
2025-26	20-483-100-320-00	20	Purchase Professional Services
2025-26	20-483-100-610-00	20	Supplies
2025-26	20-483-200-110-00	20	Salaries
2025-26	20-483-200-200-00	20	Benefits
2025-26	20-483-200-220-00	20	Social Security Benefits
2025-26	20-483-200-320-00	20	Purchase Professional Service
2025-26	20-483-200-600-00	20	Supplies
2025-26	20-483-400-731-00	20	Equipment
2025-26	20-484-100-101-00-AB	20	Salaries
2025-26	20-484-100-101-00-SU	20	Salaries for teachers
2025-26	20-484-100-320-00	20	Purchase Professional Services
2025-26	20-484-100-610-00	20	Supplies
2025-26	20-484-200-220-00	20	Social Security
2025-26	20-484-200-320-00	20	Purchase Professional Services
2025-26	20-484-200-600-00	20	Supplies
2025-26	20-485-100-101-00	20	Salaries
2025-26	20-485-200-104-00	20	Salaries
2025-26	20-485-200-200-00	20	Benefits
2025-26	20-485-200-320-00	20	Purchase Professional Service

School Year	Account Number	GL Fund	Description
2025-26	20-487-100-101-00	20	Salaries ARP ESSER
2025-26	20-487-100-106-00	20	Aides Salaries ARP ESSER
2025-26	20-487-100-610-00	20	Supplies ARP ESSER
2025-26	20-487-200-104-00	20	Salaries ARP ESSER
2025-26	20-487-200-110-00	20	Noninstructional Other Salaries APR ESSER
2025-26	20-487-200-200-00	20	Benefits ARP ESSER
2025-26	20-487-200-220-00	20	Social Security ARP ESSER
2025-26	20-487-200-270-00	20	Health Benefits ARP ESSER
2025-26	20-487-200-320-00	20	Professional Services
2025-26	20-487-200-580-00	20	Travel ARP ESSER
2025-26	20-487-200-600-00	20	Noninstructional Supplies ARP ESSER
2025-26	20-487-200-800-00	20	Miscellaneous ARP ESSER
2025-26	20-487-400-720-00	20	Facilities ARP ESSER
2025-26	20-488-200-320-00	20	Purchase Professional Service Learning Coach
2025-26	20-488-200-600-00	20	Supplies Learning Coach
2025-26	20-489-100-101-00-SU	20	Salaries Summer
2025-26	20-489-100-610-00	20	Supplies Summer
2025-26	20-489-200-220-00	20	Social Security Summer
2025-26	20-490-100-100-00	20	Salaries Clubs Beyond the Day
2025-26	20-490-100-101-00-AB	20	Salaries Beyond the day
2025-26	20-490-100-610-00	20	Supplies Clubs Beyond the Day
2025-26	20-490-200-220-00	20	Social Security Beyond the Day
2025-26	20-490-200-600-00	20	Supplies Beyond the Day
2025-26	20-491-200-104-00	20	Salaries ARP ESSER Mental Health
2025-26	20-491-200-200-00	20	Benefits ARP ESSER Mental Health
2025-26	20-492-200-420-00	20	SDA Capital Maintenance
2025-26	20-492-400-730-00	20	SDA Capital Maintenance
2025-26	40-701-510-834-00	40	Interest on Bonds
2025-26	40-701-510-910-00	40	Redemption of Principal

**Report of the Secretary to the Board of Education
Bradley Beach Board of Education**

Attachment XVI-I

**Fund 10 - Interim Balance Sheet
For the two month period ending 08/31/2025**

Assets and Resources

Assets:

Account Number	Account Name	Subtotal Balance	Balance
101	Cash in Bank		1,768,936.81
116	Investment - Capital Reserve Account		315,000.00
117	Investment - Maintenance Reserve Account		250,000.00
118	Investment - Current Expense Emergency Reserve Account		179,200.00
121	Tax Levy Receivable		5,753,358.00
	Accounts Receivable:		
141	Intergovernmental - StateAccounts Receivable:	430,504.34	
154	Allowance for Uncollectible Accounts Receivable (Credit)Accounts Receivable:		430,504.34
	Loans Receivable:		
			<u>8,696,999.15</u>

Resources:

Account Number	Account Name	Subtotal Balance	Balance
301	Estimated Revenues	7,650,505.00	
302	Less Revenues	7,635,265.28	15,239.72
			<u>15,239.72</u>
	Total Assets and Resources:		<u>8,712,238.87</u>

Liabilities and Fund Equity

Liabilities:

Account Number	Account Name	Subtotal Balance	Balance
			0.00

Fund Balance:

Account Number	Account Name	Subtotal Balance	Subtotal Balance 2	Subtotal Balance 3	Balance
	Appropriated:				
753	Reserve for Encumbrances - Current Year		2,419,303.36		
754	Reserve for Encumbrances - Prior Year		4,722.00		
754+753	Reserve for Encumbrances - Current + Prior			<u>2,424,025.36</u>	
	Reserve Fund Balance:				
761	Capital Reserve Account		315,000.00		
604	Add: Increase in Capital Reserve		1,000.00		
317	Less: Budgeted Withdrawal from Capital Reserve-Transfer to Debt Service		0.00	316,000.00	
764	Maintenance Reserve Account		250,000.00		
606	Add: Increase in Maintenance Reserve		500.00		
310	Less: Budgeted Withdrawal from Maintenance Reserve		35,000.00	<u>215,500.00</u>	
766	Current Expense Emergency Reserve Account		179,200.00		
607	Add: Increase in Current Expense Emergency Reserve		500.00		
312	Less: Budgeted Withdrawal from Current Expense Emergency Reserve		0.00	179,700.00	
	Appropriations				
601	Appropriations		8,029,064.80		
602	Less: Expenditures	619,277.52			
603	Encumbrances	2,424,025.36	<u>(3,043,302.88)</u>	<u>4,985,761.92</u>	
	Total Appropriated			8,120,987.28	
	Unappropriated				
770	Unassigned Fund Balance			926,592.59	
303	Budgeted Fund Balance			335,341.00	
					<u>8,712,238.87</u>
	Total Liabilities and Fund Equity:				<u>8,712,238.87</u>

**Report of the Secretary to the Board of Education
Bradley Beach Board of Education**

Fund 10 - Recapitulation of Budgeted Fund Balance

	Budgeted	Actual	Variance
Appropriations	8,029,064.80	3,043,302.88	4,985,761.92
Revenues	(7,650,505.00)	(7,635,265.28)	(15,239.72)
	378,559.80	(4,591,962.40)	4,970,522.20
Change in Capital Reserve:			
Plus: Increase in Capital Reserve /Interest Deposit to Capital Reserve (604)	1,000.00	1,000.00	.00
	1,000.00	1,000.00	.00
Change in Maintenance Reserve:			
Plus: Increase in Maintenance Reserve (606)	500.00	500.00	.00
Less: Budgeted Withdrawal from Maintenance Reserve (310)	35,000.00	35,000.00	.00
	(34,500.00)	(34,500.00)	.00
Change in Emergency Reserve:			
Plus: Increase in Current Expense Emergency Reserve/Interest Deposits (607)	500.00	500.00	.00
	500.00	500.00	.00

**Report of the Secretary to the Board of Education
Bradley Beach Board of Education**

**Fund 10 - Interim Statements Comparing Budgeted Revenue with Actual to Date
and Appropriations with Expenditures and Encumbrances to Date
For the two month period ending 08/31/2025**

Revenues/Sources of Funds								
Account Number	Line	Revenues/Sources of Funds	Original Budget Certified for Taxes	Budget Transfers	Budgeted / Estimated	Actual to Date	Note	Unrealized Balance
10-1xxx	370	From Local Sources	7,221,693.00	0.00	7,221,693.00	7,206,453.28	Under	15,239.72
10-3xxx	520	From State Sources	428,812.00	0.00	428,812.00	428,812.00		0.00
	-	Total Revenues/Sources Of Funds	7,650,505.00	0.00	7,650,505.00	7,635,265.28	Under	15,239.72

General Fund

Current Expense

Account Number	Line	Expenditures Description	Original Budget Certified For Taxes	Budget Transfers	Appropriations	Expenditures	Encumbrances	Available Balance
11-1xx-100-xxx	3200	Regular Programs - Instruction	2,206,604.00	0.00	2,206,604.00	96,563.14	69,151.54	2,040,889.32
11-2xx-100-xxx	10300	Special Education - Instruction	85,349.00	0.00	85,349.00	0.00	0.00	85,349.00
11-240-100-xxx	12160	Bilingual Education - Instruction	114,996.00	0.00	114,996.00	178.36	17.84	114,799.80
11-401-100-xxx	17100	School-Sponsored Cocurricular/Extracurricular Activities - Instruction	39,216.00	0.00	39,216.00	0.00	0.00	39,216.00
11-402-100-xxx	17600	School-Sponsored Athletics - Instruction	50,955.00	0.00	50,955.00	1,700.00	0.00	49,255.00
11-422-xxx-xxx	20620	Summer School	24,001.00	0.00	24,001.00	18,131.25	0.00	5,869.75
	72140	Undistributed Expenditures:						
11-000-100-xxx	29180	Instruction (Tuition)	1,737,530.00	(4,800.00)	1,732,730.00	0.00	0.00	1,732,730.00
11-000-211-xxx	29680	Attendance and Social Work Services	70,458.00	(560.00)	69,898.00	7,445.76	55,268.84	7,183.40
11-000-213-xxx	30620	Health Services	82,822.00	0.00	82,822.00	3,483.00	70,847.21	8,491.79
11-000-216-xxx	40580	Speech, OT, PT and Related Services	132,526.00	560.00	133,086.00	480.95	132,600.93	4.12
11-000-217-xxx	41080	Other Support Services Students - Extraordinary Services	78,750.00	0.00	78,750.00	(100.00)	0.00	78,850.00
11-000-218-xxx	41660	Guidance	69,306.00	0.00	69,306.00	301.35	0.00	69,004.65
11-000-219-xxx	42200	Child Study Teams	152,654.00	0.00	152,654.00	20,511.63	130,472.03	1,670.34
11-000-221-xxx	43200	Improvement of Instruction	219,217.00	0.00	219,217.00	24,627.00	115,336.50	79,253.50
11-000-222-xxx	43620	Educational Media Services/School Library	83,400.00	(300.00)	83,100.00	12,960.82	65,002.18	5,137.00
11-000-223-xxx	44180	Instructional Staff Training	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
11-000-230-xxx	45300	General Administration	256,429.00	16,500.00	272,929.00	43,884.99	185,691.17	43,352.84
11-000-240-xxx	46160	School Administration	7,286.00	0.00	7,286.00	1,919.32	5,071.68	295.00
11-000-251-xxx	47200	Central Services	191,203.00	0.00	191,203.00	54,335.85	131,276.15	5,591.00
11-000-252-xxx	47620	Administrative Information Technology	6,300.00	0.00	6,300.00	666.68	4,972.05	661.27
11-000-261-xxx	48580	Required Maintenance for School Facilities	185,374.00	(1,481.20)	183,892.80	55,808.05	83,228.43	44,856.32
11-000-262-xxx	49340	Custodial Services	423,018.00	0.00	423,018.00	50,849.20	314,214.22	57,954.58
11-000-266-xxx	51100	Security	11,800.00	0.00	11,800.00	3,941.05	5,624.00	2,234.95
11-000-270-xxx	52480	Student Transportation	250,045.00	0.00	250,045.00	10,252.92	44,260.16	195,531.92
11-xxx-xxx-2xx	71260	Employee Benefits	1,430,345.00	300.00	1,430,645.00	211,336.20	989,328.43	229,980.37
		Total General Expense	7,912,584.00	10,218.80	7,922,802.80	619,277.52	2,402,363.36	4,901,161.92

Capital Outlay

Account Number	Line	Expenditures Description	Original Budget Certified For Taxes	Budget Transfers	Appropriations	Expenditures	Encumbrances	Available Balance
12-000-4xx-xxx	76260	Facilities Acquisition and Construction	21,662.00	0.00	21,662.00	0.00	21,662.00	0.00
		Total Capital Outlay	21,662.00	0.00	21,662.00	0.00	21,662.00	0.00

Fund 10 Items

Account Number	Line	Expenditures Description	Original Budget Certified For Taxes	Budget Transfers	Appropriations	Expenditures	Encumbrances	Available Balance
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**Report of the Secretary to the Board of Education
Bradley Beach Board of Education**

10-000-100-56x	84000	Transfer of Funds to Charter Schools	84,600.00	0.00	84,600.00	0.00	0.00	84,600.00
			84,600.00	0.00	84,600.00	0.00	0.00	84,600.00
		Total General Fund	8,018,846.00	10,218.80	8,029,064.80	619,277.52	2,424,025.36	4,985,761.92

**Report of the Secretary to the Board of Education
Bradley Beach Board of Education**

**Fund 10 - Schedule of Revenues
Actual Compared with Estimate
For the two month period ending 08/31/2025**

Account Number	Line	Account Name	Original Budget Certified For Taxes	Budget Transfers	Estimated	Actual	Unrealized
Revenues/Sources of Funds							
- Local Sources							
10-121x	114	Local Tax Levy	7,191,693.00	0.00	7,191,693.00	7,191,693.00	0.00
10-1310	140	Tuition from Individuals	6,100.00	0.00	6,100.00	0.00	6,100.00
10-1xxx	340	Interest Earned on Capital Reserve Funds	1,000.00	0.00	1,000.00	1,000.00	0.00
10-1xxx	330	Interest Earned on Maintenance Reserve Funds	500.00	0.00	500.00	500.00	0.00
10-1xxx	320	Interest Earned on Current Expense Emergency Reserve Funds	500.00	0.00	500.00	500.00	0.00
10-1xxx	350	Other Restricted Miscellaneous Revenues	21,900.00	0.00	21,900.00	12,760.28	9,139.72
10-1xxx	370	Total Revenue from Local Sources	7,221,693.00	0.00	7,221,693.00	7,206,453.28	15,239.72
- State Sources							
10-3121	420	Categorical Transportation Aid	41,356.00	0.00	41,356.00	41,356.00	0.00
10-3132	440	Categorical Special Education Aid	292,132.00	0.00	292,132.00	292,132.00	0.00
10-3177	470	Categorical Security Aid	95,324.00	0.00	95,324.00	95,324.00	0.00
10-3xxx	520	Total Revenue from State Sources	428,812.00	0.00	428,812.00	428,812.00	0.00
-		Total Revenues/Sources of Funds	7,650,505.00	0.00	7,650,505.00	7,635,265.28	15,239.72

**Report of the Secretary to the Board of Education
Bradley Beach Board of Education**

**Fund 10 - Statement of Appropriations
Compared with Expenditures and Encumbrances
For the two month period ending 08/31/2025**

Account Number	Line	Account Name	Original Budget Certified For Taxes	Budget Transfers	Appropriations	Expenditures	Encumbrances	Available Balance
General Fund								
- General Current Expense								
-- Regular Programs - Instruction								
--- Regular Programs - Instruction								
11-105-100-101	2000	Preschool - Salaries of Teachers	97,332.00	0.00	97,332.00	0.00	0.00	97,332.00
11-105-100-936	2060	Local Contribution - Transfer to Special Revenue - Inclusion	64,300.00	0.00	64,300.00	64,300.00	0.00	0.00
11-110-100-101	2080	Kindergarten - Salaries of Teachers	169,726.00	0.00	169,726.00	0.00	0.00	169,726.00
11-120-100-101	2100	Grades 1-5 - Salaries of Teachers	942,726.00	0.00	942,726.00	0.00	0.00	942,726.00
11-130-100-101	2120	Grades 6-8 - Salaries of Teachers	798,020.00	0.00	798,020.00	0.00	0.00	798,020.00
subtotal	subtotal	Total Regular Programs - Instruction	2,072,104.00	0.00	2,072,104.00	64,300.00	0.00	2,007,804.00
--- Regular Programs - Undistributed Instruction								
11-190-100-500	3060	Other Purchased Services (400-500 series)	7,500.00	0.00	7,500.00	0.00	100.00	7,400.00
11-190-100-610	3080	General Supplies	84,000.00	0.00	84,000.00	24,214.38	36,688.46	23,097.16
11-190-100-800	3120	Other Objects	43,000.00	0.00	43,000.00	8,048.76	32,363.08	2,588.16
subtotal	subtotal	Total Regular Programs - Undistributed Instruction	134,500.00	0.00	134,500.00	32,263.14	69,151.54	33,085.32
11-1xx-100-xxxx	3200	Total Regular Programs - Instruction	2,206,604.00	0.00	2,206,604.00	96,563.14	69,151.54	2,040,889.32
-- Special Education Programs								
--- Autism:								
11-214-100-101	7500	Salaries of Teachers	84,349.00	0.00	84,349.00	0.00	0.00	84,349.00
11-214-100-xxx	7660	Total Autism	84,349.00	0.00	84,349.00	0.00	0.00	84,349.00
--- Home Instruction:								
11-219-100-101	9260	Salaries of Teachers	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
11-219-100-xxx	9420	Total Home Instruction	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
subtotal special ed	10300	Total Special Education - Instruction	85,349.00	0.00	85,349.00	0.00	0.00	85,349.00
-- Bilingual Education - Instruction								
11-240-100-101	12000	Salaries of Teachers	114,196.00	0.00	114,196.00	0.00	0.00	114,196.00
11-240-100-610	12100	General Supplies	800.00	0.00	800.00	178.36	17.84	603.80
11-240-100-xxx	12160	Total Bilingual Education - Instruction	114,996.00	0.00	114,996.00	178.36	17.84	114,799.80
-- School-Sponsored Cocurricular/Extracurricular Activities - Instruction								
11-401-100-100	17000	Salaries	37,605.00	0.00	37,605.00	0.00	0.00	37,605.00
11-401-100-600	17040	Supplies and Materials	1,611.00	0.00	1,611.00	0.00	0.00	1,611.00
11-401-100-xxx	17100	Total School-Spon. Co/Extra-curricular Actvts. - Inst.	39,216.00	0.00	39,216.00	0.00	0.00	39,216.00
-- School-Sponsored Athletics - Instruction								
11-402-100-100	17500	Salaries	29,835.00	0.00	29,835.00	0.00	0.00	29,835.00
11-402-100-500	17520	Purchased Services (300-500 series)	18,620.00	0.00	18,620.00	1,700.00	0.00	16,920.00
11-402-100-600	17540	Supplies and Materials	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
11-402-100-xxx	17600	Total School-Sponsored Athletics - Instruction	50,955.00	0.00	50,955.00	1,700.00	0.00	49,255.00
-- Summer School								
--- Summer School - Instruction								
11-422-100-178	20040	Salaries of Teacher Tutors	24,001.00	0.00	24,001.00	18,131.25	0.00	5,869.75
11-422-100-xxx	20180	Total Summer School - Instruction	24,001.00	0.00	24,001.00	18,131.25	0.00	5,869.75
11-422-xxx-xxx	20620	Total Summer School	24,001.00	0.00	24,001.00	18,131.25	0.00	5,869.75
-- Total Undistributed Expenditures								
--- Undistributed Expenditures - Instruction (Tuition)								
11-000-100-561	29000	Tuition to Other LEAs Within the State-Regular	1,296,940.00	(4,800.00)	1,292,140.00	0.00	0.00	1,292,140.00
11-000-100-562	29020	Tuition to Other LEAs Within the State-Special	286,100.00	0.00	286,100.00	0.00	0.00	286,100.00
11-000-100-563	29040	Tuition to County Voc. School Dist.-Regular	56,800.00	0.00	56,800.00	0.00	0.00	56,800.00
11-000-100-564	29060	Tuition to County Voc. School Dist.-Special	12,776.00	0.00	12,776.00	0.00	0.00	12,776.00

**Report of the Secretary to the Board of Education
Bradley Beach Board of Education**

Account Number	Line	Account Name	Original Budget Certified For Taxes	Budget Transfers	Appropriations	Expenditures	Encumbrances	Available Balance
11-000-100-566	29100	Tuition to Priv. Sch. for the Disabled - Within the State	84,914.00	0.00	84,914.00	0.00	0.00	84,914.00
11-000-100-xxx	29180	Total Undistributed Expenditures - Instruction (Tuition)	1,737,530.00	(4,800.00)	1,732,730.00	0.00	0.00	1,732,730.00
--- Undistributed Expenditures - Attendance and Social Work								
11-000-211-100	29500	Salaries	63,808.00	0.00	63,808.00	7,445.76	55,268.84	1,093.40
11-000-211-173	29560	Salaries of Family Liaisons/Comm. Parent Inv. Spec.	5,850.00	0.00	5,850.00	0.00	0.00	5,850.00
11-000-211-600	29640	Supplies and Materials	800.00	(560.00)	240.00	0.00	0.00	240.00
11-000-211-xxx	29680	Total Attendance and Work	70,458.00	(560.00)	69,898.00	7,445.76	55,268.84	7,183.40
--- Undistributed Expenditures - Health Services								
11-000-213-100	30500	Salaries	74,222.00	0.00	74,222.00	3,085.00	68,922.00	2,215.00
11-000-213-300	30540	Purchased Professional and Technical Services	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
11-000-213-600	30580	Supplies and Materials	3,300.00	0.00	3,300.00	398.00	1,625.21	1,276.79
11-000-213-800	30600	Other Objects	300.00	0.00	300.00	0.00	300.00	0.00
11-000-213-xxx	30620	Total Undistributed Expenditures - Health Services	82,822.00	0.00	82,822.00	3,483.00	70,847.21	8,491.79
--- Undistributed Expenditures - Speech, OT, PT and Related Services								
11-000-216-100	40500	Salaries	92,026.00	0.00	92,026.00	0.00	92,026.00	0.00
11-000-216-320	40520	Purchased Professional - Educational Services	40,000.00	350.00	40,350.00	350.00	40,000.00	0.00
11-000-216-600	40540	Supplies and Materials	500.00	210.00	710.00	130.95	574.93	4.12
11-000-216-xxx	40580	Total Speech, OT, PT and Related Services	132,526.00	560.00	133,086.00	480.95	132,600.93	4.12
--- Undistributed Expenditures-Other Supp. Serv. Students-Extraordinary Svcs								
11-000-217-100	41000	Salaries	78,750.00	0.00	78,750.00	(100.00)	0.00	78,850.00
11-000-217-xxx	41080	Total Other Support Services Students-Extraordinary Serv.	78,750.00	0.00	78,750.00	(100.00)	0.00	78,850.00
--- Undistributed Expenditures - Guidance								
11-000-218-104	41500	Salaries of Other Professional Staff	66,706.00	0.00	66,706.00	0.00	0.00	66,706.00
11-000-218-600	41620	Supplies and Materials	2,600.00	0.00	2,600.00	301.35	0.00	2,298.65
11-000-218-xxx	41660	Total Undistributed Expenditures - Guidance	69,306.00	0.00	69,306.00	301.35	0.00	69,004.65
--- Undistributed Expenditures - Child Study Teams								
11-000-219-104	42000	Salaries of Other Professional Staff	139,413.00	(500.00)	138,913.00	10,816.89	128,067.36	28.75
11-000-219-320	42060	Purchased Professional - Educational Services	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
11-000-219-600	42160	Supplies and Materials	9,741.00	100.00	9,841.00	8,560.74	1,279.67	0.59
11-000-219-800	42180	Other Objects	2,000.00	400.00	2,400.00	1,134.00	1,125.00	141.00
11-000-219-xxx	42200	Total Child Study Teams	152,654.00	0.00	152,654.00	20,511.63	130,472.03	1,670.34
--- Undistributed Expenditures - Improvement of Instruction Services								
11-000-221-102	43000	Salaries of Supervisor of Instruction	115,637.00	0.00	115,637.00	19,223.68	96,413.32	0.00
11-000-221-104	43020	Salaries of Other Professional Staff	3,600.00	0.00	3,600.00	1,035.00	0.00	2,565.00
11-000-221-105	43040	Salaries of Secretarial and Clerical Assist.	21,482.00	0.00	21,482.00	3,580.32	17,901.68	0.00
11-000-221-176	43080	Salaries of Facilitators, Math and Literacy Coaches	65,518.00	0.00	65,518.00	0.00	0.00	65,518.00
11-000-221-320	43100	Purchased Professional-Educational Services	11,480.00	(600.00)	10,880.00	0.00	0.00	10,880.00
11-000-221-600	43160	Supplies and Materials	1,000.00	600.00	1,600.00	538.00	1,021.50	40.50
11-000-221-800	43180	Other Objects	500.00	0.00	500.00	250.00	0.00	250.00
11-000-221-xxx	43200	Total Improvement of Instruction Services	219,217.00	0.00	219,217.00	24,627.00	115,336.50	79,253.50
--- Undistributed Expenditures - Educational Media Services/School Library								
11-000-222-177	43520	Salaries of Technology Coordinators	77,963.00	0.00	77,963.00	12,960.82	65,002.18	0.00
11-000-222-300	43540	Purchased Professional and Technical Services	5,437.00	(300.00)	5,137.00	0.00	0.00	5,137.00
11-000-222-xxx	43620	Total Educational Media Services/School Library	83,400.00	(300.00)	83,100.00	12,960.82	65,002.18	5,137.00
--- Undistributed Expenditures - Instructional Staff Training Services								
11-000-223-320	44080	Purchased Professional - Educational Serv	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
11-000-223-500	44120	Other Purchased Services (400-500 series)	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00

**Report of the Secretary to the Board of Education
Bradley Beach Board of Education**

Account Number	Line	Account Name	Original Budget Certified For Taxes	Budget Transfers	Appropriations	Expenditures	Encumbrances	Available Balance
11-000-223-xxx	44180	Total Instructional Staff Training Services	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
--- Undistributed Expenditures - Support Services - General Administration								
11-000-230-100	45000	Salaries	177,738.00	0.00	177,738.00	29,622.92	148,115.08	0.00
11-000-230-331	45040	Legal Services	9,700.00	(2,000.00)	7,700.00	0.00	0.00	7,700.00
11-000-230-332	45060	Audit Fees	25,000.00	5,500.00	30,500.00	0.00	30,500.00	0.00
11-000-230-334	45080	Architectural/Engineering Services	5,000.00	15,000.00	20,000.00	0.00	0.00	20,000.00
11-000-230-339	45100	Other Purchased Professional Services	5,840.00	0.00	5,840.00	4,310.00	500.00	1,030.00
11-000-230-530	45140	Communications / Telephone	9,960.00	0.00	9,960.00	1,213.77	3,700.87	5,045.36
11-000-230-585	45160	BOE Other Purchased Services	4,600.00	0.00	4,600.00	0.00	2,300.00	2,300.00
11-000-230-590	45180	Misc Purchased Services (400-500 series, O/T 530 and 585)	4,000.00	0.00	4,000.00	48.20	0.00	3,951.80
11-000-230-610	45200	General Supplies	5,691.00	(2,000.00)	3,691.00	949.90	175.22	2,565.88
11-000-230-890	45260	Miscellaneous Expenditures	4,900.00	0.00	4,900.00	3,869.00	400.00	631.00
11-000-230-895	45280	BOE Membership Dues and Fees	4,000.00	0.00	4,000.00	3,871.20	0.00	128.80
11-000-230-xxx	45300	Total Support Services - General Administration	256,429.00	16,500.00	272,929.00	43,884.99	185,691.17	43,352.84
--- Undistributed Expenditures - Support Services - School Administration								
11-000-240-103	46000	Salaries of Principals/Assistant Principals	6,086.00	0.00	6,086.00	1,014.32	5,071.68	0.00
11-000-240-600	46120	Supplies and Materials	200.00	0.00	200.00	0.00	0.00	200.00
11-000-240-800	46140	Other Objects	1,000.00	0.00	1,000.00	905.00	0.00	95.00
11-000-240-xxx	46160	Total Support Services - School Administration	7,286.00	0.00	7,286.00	1,919.32	5,071.68	295.00
--- Undistributed Expenditures - Central Services								
11-000-251-100	47000	Salaries	163,153.00	0.00	163,153.00	30,030.85	128,395.32	4,726.83
11-000-251-330	47020	Purchased Professional Services	350.00	0.00	350.00	350.00	0.00	0.00
11-000-251-340	47040	Purchased Technical Services	23,100.00	0.00	23,100.00	22,600.00	500.00	0.00
11-000-251-600	47100	Supplies and Materials	2,000.00	0.00	2,000.00	0.00	1,255.83	744.17
11-000-251-890	47180	Miscellaneous Expenditures	2,600.00	0.00	2,600.00	1,355.00	1,125.00	120.00
11-000-251-xxx	47200	Total Central Services	191,203.00	0.00	191,203.00	54,335.85	131,276.15	5,591.00
--- Undistributed Expenditures - Administrative Information Technology								
11-000-252-100	47500	Salaries	4,000.00	0.00	4,000.00	666.68	3,333.32	0.00
11-000-252-600	47580	Supplies and Materials	2,300.00	0.00	2,300.00	0.00	1,638.73	661.27
11-000-252-xxx	47620	Total Administrative Information Technology	6,300.00	0.00	6,300.00	666.68	4,972.05	661.27
--- Operation and Maintenance of Plant Services								
---- Undistributed Expenditures - Required Maintenance for School Facilities								
11-000-261-420	48520	Cleaning, Repair, and Maintenance Services	132,400.00	3,770.00	136,170.00	27,416.77	80,449.69	28,303.54
11-000-261-610	48540	General Supplies	10,000.00	948.80	10,948.80	7,803.97	787.74	2,357.09
11-000-261-800	48560	Other Objects	42,974.00	(6,200.00)	36,774.00	20,587.31	1,991.00	14,195.69
11-000-261-xxx	48580	Total Required Maintenance for School Facilities	185,374.00	(1,481.20)	183,892.80	55,808.05	83,228.43	44,856.32
---- Undistributed Expenditures - Custodial Services								
11-000-262-100	49000	Salaries	159,752.00	0.00	159,752.00	24,648.96	129,228.15	5,874.89
11-000-262-107	49020	Salaries of Non-Instructional Aides	31,872.00	0.00	31,872.00	87.50	0.00	31,784.50
11-000-262-300	49040	Purchased Professional and Technical Services	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
11-000-262-490	49120	Other Purchased Property Services	8,000.00	0.00	8,000.00	367.85	7,632.15	0.00
11-000-262-520	49140	Insurance	80,718.00	0.00	80,718.00	19,895.00	47,677.06	13,145.94
11-000-262-610	49180	General Supplies	10,000.00	0.00	10,000.00	0.00	5,350.75	4,649.25
11-000-262-621	49200	Energy (Natural Gas)	82,176.00	0.00	82,176.00	4,977.31	77,198.69	0.00
11-000-262-622	49220	Energy (Electricity)	48,000.00	0.00	48,000.00	872.58	47,127.42	0.00
11-000-262-xxx	49340	Total Custodial Services	423,018.00	0.00	423,018.00	50,849.20	314,214.22	57,954.58
---- Undistributed Expenditures - Security								
11-000-266-420	51040	Cleaning, Repair, and Maintenance Services	9,800.00	0.00	9,800.00	3,941.05	5,624.00	234.95
11-000-266-610	51060	General Supplies	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
11-000-266-xxx	51100	Total Security	11,800.00	0.00	11,800.00	3,941.05	5,624.00	2,234.95
subtotal of 11-000-26x-xxx	51120	Total Operation and Maintenance of Plant Services	620,192.00	(1,481.20)	618,710.80	110,598.30	403,066.65	105,045.85
--- Undistributed Expenditures - Student Transportation Services								
11-000-270-160	52020	Salaries for Pupil Trans. (Between Home and Sch)-Regular	65,102.00	0.00	65,102.00	10,252.92	44,260.16	10,588.92

**Report of the Secretary to the Board of Education
Bradley Beach Board of Education**

Account Number	Line	Account Name	Original Budget Certified For Taxes	Budget Transfers	Appropriations	Expenditures	Encumbrances	Available Balance
11-000-270-503	52200	Contracted Services-Aid in Lieu Pymts- Non-Public School	11,770.00	0.00	11,770.00	0.00	0.00	11,770.00
11-000-270-512	52280	Contracted Services (Other than Between Home and Sch)-Vendors	100.00	0.00	100.00	0.00	0.00	100.00
11-000-270-513	52300	Contracted Services (Between Home and Sch)-Joint Agreements	84,073.00	0.00	84,073.00	0.00	0.00	84,073.00
11-000-270-515	52340	Contracted Services (Special Ed Students)-Joint Agreements	25,000.00	0.00	25,000.00	0.00	0.00	25,000.00
11-000-270-517	52360	Contracted Services (Regular Students)-ESCs and CTSAs	43,000.00	0.00	43,000.00	0.00	0.00	43,000.00
11-000-270-518	52380	Contracted Services (Special Ed. Students)-ESCs and CTSAs	21,000.00	0.00	21,000.00	0.00	0.00	21,000.00
11-000-270-xxx	52480	Total Student Transportation Services	250,045.00	0.00	250,045.00	10,252.92	44,260.16	195,531.92
--- Employee Benefits								
---- Allocated Benefits								
----- Regular Programs - Instruction								
11-1xx-100-260	53160	Worker's Compensation	4,000.00	0.00	4,000.00	0.00	4,000.00	0.00
11-1xx-100-270	53180	Health Benefits	616,785.00	0.00	616,785.00	124,628.32	492,136.68	20.00
11-1xx-100-290	53220	Other Employee Benefits	39,000.00	0.00	39,000.00	0.00	0.00	39,000.00
11-1xx-100-2xx	53240	Total Regular Programs - Instruction	659,785.00	0.00	659,785.00	124,628.32	496,136.68	39,020.00
----- Special Programs - Instruction								
11-2xx-100-270	54180	Health Benefits	17,991.00	0.00	17,991.00	3,134.84	14,856.16	0.00
11-2xx-100-290	54220	Other Employee Benefits	9,762.00	0.00	9,762.00	0.00	0.00	9,762.00
11-2xx-100-2xx	54240	Total Special Programs - Instruction	27,753.00	0.00	27,753.00	3,134.84	14,856.16	9,762.00
----- Attendance and Social Work Services								
11-000-211-220	59020	Social Security Contributions	5,714.00	0.00	5,714.00	0.00	5,714.00	0.00
11-000-211-270	59180	Health Benefits	18,455.00	0.00	18,455.00	2,920.72	15,320.16	214.12
11-000-211-290	59220	Other Employee Benefits	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
11-000-211-2xx	59240	Total Attendance and Social Work Services	29,169.00	0.00	29,169.00	2,920.72	21,034.16	5,214.12
----- Health Services								
11-000-213-220	59520	Social Security Contributions	406.00	0.00	406.00	0.00	406.00	0.00
11-000-213-270	59680	Health Benefits	17,454.00	0.00	17,454.00	3,134.84	14,319.16	0.00
11-000-213-2xx	59740	Total Health Services	17,860.00	0.00	17,860.00	3,134.84	14,725.16	0.00
----- Speech, OT, PT and Related Services								
11-000-216-270	60180	Health Benefits	49,298.00	0.00	49,298.00	8,860.78	40,437.22	0.00
11-000-216-2xx	60240	Total Speech, OT, PT and Related Services	49,298.00	0.00	49,298.00	8,860.78	40,437.22	0.00
----- Other Support Services - Students - Extraordinary Services								
11-000-217-270	60680	Health Benefits	56,835.00	0.00	56,835.00	9,596.20	47,238.80	0.00
11-000-217-290	60720	Other Employee Benefits	14,762.00	0.00	14,762.00	0.00	0.00	14,762.00
11-000-217-2xx	60740	Total Other Support Services - Students - Extraordinary Services	71,597.00	0.00	71,597.00	9,596.20	47,238.80	14,762.00
----- Guidance								
11-000-218-270	61180	Health Benefits	17,454.00	0.00	17,454.00	3,134.84	14,319.16	0.00
11-000-218-2xx	61240	Total Guidance	17,454.00	0.00	17,454.00	3,134.84	14,319.16	0.00
----- Child Study Teams								
11-000-219-270	61680	Health Benefits	85,985.00	0.00	85,985.00	17,721.56	68,263.44	0.00
11-000-219-2xx	61740	Total Child Study Teams	85,985.00	0.00	85,985.00	17,721.56	68,263.44	0.00
----- Improvement of Instruction Services								
11-000-221-220	62520	Social Security Contributions	1,920.00	0.00	1,920.00	0.00	1,920.00	0.00
11-000-221-270	62680	Health Benefits	38,972.00	0.00	38,972.00	6,707.35	32,255.10	9.55
11-000-221-2xx	62740	Total Improvement of Instruction Services	40,892.00	0.00	40,892.00	6,707.35	34,175.10	9.55
----- Educational Media Services/School Library								
11-000-222-220	63020	Social Security Contributions	5,965.00	0.00	5,965.00	0.00	5,965.00	0.00
11-000-222-270	63180	Health Benefits	463.00	300.00	763.00	83.75	588.60	90.65
11-000-222-290	63220	Other Employee Benefits	4,762.00	0.00	4,762.00	0.00	0.00	4,762.00
11-000-222-2xx	63240	Total Educational Media Services/School Library	11,190.00	300.00	11,490.00	83.75	6,553.60	4,852.65
----- Custodial Services								
11-000-262-220	68405	Social Security Contributions	14,661.00	0.00	14,661.00	0.00	14,661.00	0.00
11-000-262-260	68440	Worker's Compensation	50,268.00	0.00	50,268.00	0.00	45,628.45	4,639.55

**Report of the Secretary to the Board of Education
Bradley Beach Board of Education**

Account Number	Line	Account Name	Original Budget Certified For Taxes	Budget Transfers	Appropriations	Expenditures	Encumbrances	Available Balance
11-000-262-270	68445	Health Benefits	50,955.00	0.00	50,955.00	8,084.00	41,358.80	1,512.20
11-000-262-2xx	68465	Total Custodial Services	115,884.00	0.00	115,884.00	8,084.00	101,648.25	6,151.75
11-xxx-xxx-2xx	70260	Total Allocated Benefits	1,126,867.00	300.00	1,127,167.00	188,007.20	859,387.73	79,772.07
---- Unallocated Benefits								
11-000-291-220	71020	Social Security Contributions	42,873.00	0.00	42,873.00	6,708.80	36,164.20	0.00
11-000-291-241	71060	Other Retirement Contributions - PERS	118,331.00	0.00	118,331.00	237.02	0.00	118,093.98
11-000-291-260	71160	Worker's Compensation	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00
11-000-291-270	71180	Health Benefits	113,274.00	0.00	113,274.00	16,383.18	90,776.50	6,114.32
11-000-291-280	71200	Tuition Reimbursement	9,000.00	0.00	9,000.00	0.00	0.00	9,000.00
11-000-291-290	71220	Other Employee Benefits	17,000.00	0.00	17,000.00	0.00	0.00	17,000.00
total unallocated benefits	71240	11-000-291-2xx	303,478.00	0.00	303,478.00	23,329.00	129,940.70	150,208.30
11-xxx-xxx-2xx	71260	Total Employee Benefits	1,430,345.00	300.00	1,430,645.00	211,336.20	989,328.43	229,980.37
	72140	Total Undistributed Expenditures	5,391,463.00	10,218.80	5,401,681.80	502,704.77	2,333,193.98	2,565,783.05
	72260	Total General Expense	7,912,584.00	10,218.80	7,922,802.80	619,277.52	2,402,363.36	4,901,161.92
- Capital Outlay								
-- Facilities Acquisition and Construction Services								
12-000-400-896	76210	Assessment for Debt Service on SDA Funding	21,662.00	0.00	21,662.00	0.00	21,662.00	0.00
12-000-400-xxx	76260	Total Facilities Acquisition and Construction Services	21,662.00	0.00	21,662.00	0.00	21,662.00	0.00
12-xxx-xxx-xxx	76400	Total Capital Outlay	21,662.00	0.00	21,662.00	0.00	21,662.00	0.00
- Fund 10 Items								
10-000-100-56x	84000	Transfer of Funds to Charter Schools	84,600.00	0.00	84,600.00	0.00	0.00	84,600.00
10-xxx-xxx-xxx	Total Fund 10 Items		84,600.00	0.00	84,600.00	0.00	0.00	84,600.00
	84060	Total General Fund	8,018,846.00	10,218.80	8,029,064.80	619,277.52	2,424,025.36	4,985,761.92

David J. 9/3/25

**Report of the Secretary to the Board of Education
Bradley Beach Board of Education**

**Fund 20 - Interim Balance Sheet
For the two month period ending 08/31/2025**

Assets and Resources

Assets:

Account Number	Account Name	Subtotal Balance	Balance
101	Cash in Bank		53,834.09
	Accounts Receivable:		
141	Intergovernmental - StateAccounts Receivable:	417,950.62	
xxx	Other Current AssetsAccounts Receivable:		417,950.62
	Loans Receivable:		
			<u>471,784.71</u>

Resources:

Account Number	Account Name	Subtotal Balance	Balance
301	Estimated Revenues	797,037.52	
302	Less Revenues	508,229.52	288,808.00
			<u>288,808.00</u>
	Total Assets and Resources:		<u><u>760,592.71</u></u>

Liabilities and Fund Equity

Liabilities:

Account Number	Account Name	Subtotal Balance	Balance
421	Accounts Payable		33,494.05
			<u>33,494.05</u>

Fund Balance:

Account Number	Account Name	Subtotal Balance	Subtotal Balance 2	Subtotal Balance 3	Balance
	Appropriated:				
753	Reserve for Encumbrances - Current Year		169,190.56		
754+753	Reserve for Encumbrances - Current + Prior			<u>169,190.56</u>	
	Reserve Fund Balance:				
601	Appropriations		797,037.52		
602	Less: Expenditures	36,444.81			
603	Encumbrances	169,190.56	(205,635.37)	591,402.15	
770	Unassigned Fund Balance			(33,494.05)	
					<u>727,098.66</u>
	Total Liabilities and Fund Equity:				<u><u>760,592.71</u></u>

**Report of the Secretary to the Board of Education
Bradley Beach Board of Education**

Fund 20 - Recapitulation of Budgeted Fund Balance

	Budgeted	Actual	Variance
Appropriations	797,037.52	205,635.37	591,402.15
Revenues	(797,037.52)	(508,229.52)	(288,808.00)
	<u>.00</u>	<u>(302,594.15)</u>	<u>302,594.15</u>

**Report of the Secretary to the Board of Education
Bradley Beach Board of Education**

**Fund 20 - Interim Statements Comparing Budgeted Revenue with Actual to Date
and Appropriations with Expenditures and Encumbrances to Date
For the two month period ending 08/31/2025**

Revenues/Sources of Funds								
Account Number	Line	Revenues/Sources of Funds	Original Budget Certified for Taxes	Budget Transfers	Budgeted / Estimated	Actual to Date	Note	Unrealized Balance
20-52xx	835,836	Transfers from Other Funds	0.00	64,300.00	64,300.00	64,300.00		0.00
20-1xxx	745	From Local Sources	0.00	113,979.52	113,979.52	25,979.52	Under	88,000.00
20-3xxx	770	From State Sources	0.00	418,610.00	418,610.00	417,950.00	Under	660.00
20-4xxx	830	From Federal Sources	79,332.00	120,816.00	200,148.00	0.00	Under	200,148.00
-		Total Revenues/Sources Of Funds	79,332.00	717,705.52	797,037.52	508,229.52	Under	288,808.00

Special Revenue Fund

Local Projects

Account Number	Line	Expenditures Description	Original Budget Certified For Taxes	Budget Transfers	Appropriations	Expenditures	Encumbrances	Available Balance
20-xxx-xxx-xxx	84100	Local Projects	0.00	113,979.52	113,979.52	0.00	0.00	113,979.52
		Total Local Projects	0.00	113,979.52	113,979.52	0.00	0.00	113,979.52

State Projects

Account Number	Line	Expenditures Description	Original Budget Certified For Taxes	Budget Transfers	Appropriations	Expenditures	Encumbrances	Available Balance
20-218-100-xxx	87100	Total Preschool Education Aid	482,250.00	0.00	482,250.00	35,784.81	169,190.56	277,274.63
20-xxx-xxx-xxx	88190	Total Other State Projects	0.00	660.00	660.00	660.00	0.00	0.00
20-xxx-xxx-xxx		Total State Projects	482,250.00	660.00	482,910.00	36,444.81	169,190.56	277,274.63

Federal Projects

Account Number	Line	Expenditures Description	Original Budget Certified For Taxes	Budget Transfers	Appropriations	Expenditures	Encumbrances	Available Balance
20-xxx-xxx-xxx	88500	Title I	73,332.00	0.00	73,332.00	0.00	0.00	73,332.00
20-xxx-xxx-xxx	88540	Title III	6,000.00	0.00	6,000.00	0.00	0.00	6,000.00
20-xxx-xxx-xxx	88620	I.D.E.A. Part B (Handicapped)	92,800.00	28,016.00	120,816.00	0.00	0.00	120,816.00
20-xxx-xxx-xxx		Total Federal Projects	172,132.00	28,016.00	200,148.00	0.00	0.00	200,148.00
		Total Special Revenue Fund	654,382.00	142,655.52	797,037.52	36,444.81	169,190.56	591,402.15

**Report of the Secretary to the Board of Education
Bradley Beach Board of Education**

**Fund 20 - Schedule of Revenues
Actual Compared with Estimate
For the two month period ending 08/31/2025**

Account Number	Line	Account Name	Original Budget Certified For Taxes	Budget Transfers	Estimated	Actual	Unrealized
Revenues/Sources of Funds							
- Transfers from Other Funds							
20-5200	835	Transfers from Operating Budget- Preschool	0.00	64,300.00	64,300.00	64,300.00	0.00
20-52xx	835,836	Total Transfers from Other Funds	0.00	64,300.00	64,300.00	64,300.00	0.00
- Local Sources							
20-1xxx	740	Other Revenue from Local Sources	0.00	113,979.52	113,979.52	25,979.52	88,000.00
20-1xxx	745	Total Local Sources	0.00	113,979.52	113,979.52	25,979.52	88,000.00
- State Sources							
20-3218	760	Preschool Education Aid	0.00	417,950.00	417,950.00	417,950.00	0.00
20-32xx	765	Other Restricted Entitlements	0.00	660.00	660.00	0.00	660.00
20-3xxx	770	Total from State Sources	0.00	418,610.00	418,610.00	417,950.00	660.00
- Federal Sources							
20-4411- 4414	775	Title I	73,332.00	0.00	73,332.00	0.00	73,332.00
20-4491- 4494	785	Title III	6,000.00	0.00	6,000.00	0.00	6,000.00
20-4420- 4429	805	I.D.E.A. Part B (Handicapped)	0.00	120,816.00	120,816.00	0.00	120,816.00
20-4xxx	830	Total from Federal Sources	79,332.00	120,816.00	200,148.00	0.00	200,148.00
-		Total Revenues/Sources of Funds	79,332.00	717,705.52	797,037.52	508,229.52	288,808.00

**Report of the Secretary to the Board of Education
Bradley Beach Board of Education**

**Fund 20 - Statement of Appropriations
Compared with Expenditures and Encumbrances
For the two month period ending 08/31/2025**

Account Number	Line	Account Name	Original Budget Certified For Taxes	Budget Transfers	Appropriations	Expenditures	Encumbrances	Available Balance
Special Revenue Fund								
- Local Projects								
-- Local Projects								
20-xxx-xxx-xxx	84100	Local Projects	0.00	113,979.52	113,979.52	0.00	0.00	113,979.52
20-xxx-xxx-xxx	84100		0.00	113,979.52	113,979.52	0.00	0.00	113,979.52
-		Total Local Projects	0.00	113,979.52	113,979.52	0.00	0.00	113,979.52
- State Projects								
-- Preschool Education Aid								
--- PEA Instruction								
20-218-100-101	85000	Salaries of Teachers	179,684.00	0.00	179,684.00	0.00	0.00	179,684.00
20-218-100-106	85020	Other Salaries for Instruction	59,800.00	0.00	59,800.00	0.00	0.00	59,800.00
20-218-100-600	85080	General Supplies	5,000.00	0.00	5,000.00	1,119.73	1,604.74	2,275.53
20-218-100-800	85100	Other Objects	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
20-218-100-xxx	85120	Total Preschool Education Aid	245,984.00	0.00	245,984.00	1,119.73	1,604.74	243,259.53
--- PEA - Support Services								
20-218-200-102	86000	Salaries of Supervisors of Instruction	32,469.00	0.00	32,469.00	5,411.52	27,057.48	0.00
20-218-200-104	86040	Salaries of Other Professional Staff	35,789.00	0.00	35,789.00	5,131.52	30,657.48	0.00
20-218-200-173	86100	Salaries of Community Parent Involvement Specialist	7,216.00	0.00	7,216.00	0.00	0.00	7,216.00
20-218-200-176	86120	Salaries of Master Teachers	25,000.00	0.00	25,000.00	0.00	0.00	25,000.00
20-218-200-200	86140	Personal Services - Employee Benefits	112,792.00	0.00	112,792.00	18,622.04	94,159.96	10.00
20-218-200-329	86200	Other Purchased Educational Services	22,000.00	0.00	22,000.00	5,500.00	15,710.90	789.10
20-218-200-516	86300	Contracted Services - Transportation (Field Trips)	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
20-218-200-xxx	86380	Total PEA - Support Services	236,266.00	0.00	236,266.00	34,665.08	167,585.82	34,015.10
20-218-xxx-xxx	87100	Total Preschool Education Aid	482,250.00	0.00	482,250.00	35,784.81	169,190.56	277,274.63
-- Other State Projects								
20-xxx-xxx-xxx	88140	Other	0.00	660.00	660.00	660.00	0.00	0.00
20-xxx-xxx-xxx	88190	Total Other State Projects	0.00	660.00	660.00	660.00	0.00	0.00
	88200	Total State Projects	482,250.00	660.00	482,910.00	36,444.81	169,190.56	277,274.63
- Federal Projects								
-- Title I								
20-xxx-100-101	88480	Salaries- Instruction- Salaries of Teacher	73,332.00	0.00	73,332.00	0.00	0.00	73,332.00
20-xxx-xxx-xxx	88500	Total Title I	73,332.00	0.00	73,332.00	0.00	0.00	73,332.00
-- Title III								
20-xxx-100-101	88521	Salaries- Instruction- Salaries of Teacher	6,000.00	0.00	6,000.00	0.00	0.00	6,000.00
20-xxx-xxx-xxx	88540	Total Title III	6,000.00	0.00	6,000.00	0.00	0.00	6,000.00
-- I.D.E.A. Part B (Handicapped)								
20-xxx-100-101	88601	Salaries- Instruction- Salaries of Teacher	33,000.00	1,508.00	34,508.00	0.00	0.00	34,508.00
20-xxx-100-110	88602	Salaries- Other Salaries	59,800.00	(144.00)	59,656.00	0.00	0.00	59,656.00
20-xxx-200-200	88611	Benefits	0.00	26,652.00	26,652.00	0.00	0.00	26,652.00
20-xxx-xxx-xxx	88620	Total I.D.E.A. Part B (Handicapped)	92,800.00	28,016.00	120,816.00	0.00	0.00	120,816.00
20-xxx-xxx-xxx	88740	Total Federal Projects	172,132.00	28,016.00	200,148.00	0.00	0.00	200,148.00
	88760	Total Special Revenue Fund	654,382.00	142,655.52	797,037.52	36,444.81	169,190.56	591,402.15

David F.
9/3/25

**Report of the Secretary to the Board of Education
Bradley Beach Board of Education**

**Fund 30 - Interim Balance Sheet
For the two month period ending 08/31/2025**

Assets and Resources

Assets:

Account Number	Account Name	Subtotal Balance	Balance
	Accounts Receivable:		
	Loans Receivable:		

Resources:

Account Number	Account Name	Subtotal Balance	Balance
301	Estimated Revenues	0.00	
302	Less Revenues	0.00	0.00
			0.00
	Total Assets and Resources:		0.00

Liabilities and Fund Equity

Liabilities:

Account Number	Account Name	Subtotal Balance	Balance
			0.00

Fund Balance:

Account Number	Account Name	Subtotal Balance	Subtotal Balance 2	Subtotal Balance 3	Balance
	Appropriated:				
	Unappropriated:				
	Total Fund Balance			0.00	0.00
					0.00
	Total Liabilities and Fund Equity:				0.00

**Report of the Secretary to the Board of Education
Bradley Beach Board of Education**

Fund 30 - 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>

**Report of the Secretary to the Board of Education
Bradley Beach Board of Education**

**Fund 30 - Interim Statements Comparing Budgeted Revenue with Actual to Date
and Appropriations with Expenditures and Encumbrances to Date
For the two month period ending 08/31/2025**

Revenues/Sources of Funds								
Account Number	Line	Revenues/Sources of Funds	Original Budget Certified for Taxes	Budget Transfers	Budgeted / Estimated	Actual to Date	Note	Unrealized Balance
	-	Total Revenues/Sources Of Funds	0.00	0.00	0.00	0.00		0.00
Total Capital Projects Fund Expenditures								
		Total Capital Projects Fund Expenditures	0.00	0.00	0.00	0.00	0.00	0.00

**Report of the Secretary to the Board of Education
Bradley Beach Board of Education**

**Fund 30 - Schedule of Revenues
Actual Compared with Estimate
For the two month period ending 08/31/2025**

Account Number	Line	Account Name	Original Budget Certified For Taxes	Budget Transfers	Estimated	Actual	Unrealized
Revenues/Sources of Funds							
	-	Total Revenues/Sources of Funds	0.00	0.00	0.00	0.00	0.00

Report of the Secretary to the Board of Education
Bradley Beach Board of Education

Fund 30 - Statement of Appropriations
Compared with Expenditures and Encumbrances
For the two month period ending 08/31/2025

Account Number	Line	Account Name	Original Budget Certified For Taxes	Budget Transfers	Appropriations	Expenditures	Encumbrances	Available Balance
Total Capital Projects Fund Expenditures								
	84060	Total Capital Projects Fund Expenditures	0.00	0.00	0.00	0.00	0.00	0.00

David [Signature]
9/3/22

**Report of the Secretary to the Board of Education
Bradley Beach Board of Education**

**Fund 40 - Interim Balance Sheet
For the two month period ending 08/31/2025**

Assets and Resources

Assets:

Account Number	Account Name	Subtotal Balance	Balance
101	Cash in Bank		9.57
	Accounts Receivable:		
	Loans Receivable:		
			<u>9.57</u>

Resources:

Account Number	Account Name	Subtotal Balance	Balance
301	Estimated Revenues	0.00	
302	Less Revenues	0.00	0.00
			<u>0.00</u>
Total Assets and Resources:			<u><u>9.57</u></u>

Liabilities and Fund Equity

Liabilities:

Account Number	Account Name	Subtotal Balance	Balance
			0.00

Fund Balance:

Account Number	Account Name	Subtotal Balance	Subtotal Balance 2	Subtotal Balance 3	Balance
	Appropriated:				
	Reserve Fund Balance:				
	Appropriations				
	Total Appropriated			0.00	
	Unappropriated				
770	Unassigned Fund Balance			9.57	
					<u>9.57</u>
Total Liabilities and Fund Equity:					<u><u>9.57</u></u>

**Report of the Secretary to the Board of Education
Bradley Beach Board of Education**

Fund 40 - 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>

**Report of the Secretary to the Board of Education
Bradley Beach Board of Education**

**Fund 40 - Interim Statements Comparing Budgeted Revenue with Actual to Date
and Appropriations with Expenditures and Encumbrances to Date
For the two month period ending 08/31/2025**

Revenues								
Account Number	Line	Revenues/Sources of Funds	Original Budget Certified for Taxes	Budget Transfers	Budgeted / Estimated	Actual to Date	Note	Unrealized Balance
	-	Total Revenues	0.00	0.00	0.00	0.00		0.00
Expenditures								
		Total Debt Service Fund Expenditures	0.00	0.00	0.00	0.00	0.00	0.00

**Report of the Secretary to the Board of Education
Bradley Beach Board of Education**

**Fund 40 - Schedule of Revenues
Actual Compared with Estimate
For the two month period ending 08/31/2025**

Account Number	Line	Account Name	Original Budget Certified For Taxes	Budget Transfers	Estimated	Actual	Unrealized
Revenues							
	-	Total Revenues	0.00	0.00	0.00	0.00	0.00
Expenditures							
	-	Total Debt Service Fund Expenditures	0.00	0.00	0.00	0.00	0.00

**Report of the Secretary to the Board of Education
Bradley Beach Board of Education**

**Fund 40 - Statement of Appropriations
Compared with Expenditures and Encumbrances
For the two month period ending 08/31/2025**

Account Number	Line	Account Name	Original Budget Certified For Taxes	Budget Transfers	Appropriations	Expenditures	Encumbrances	Available Balance
Expenditures	-	Total Debt Service Fund Expenditures	0.00	0.00	0.00	0.00	0.00	0.00



School Business Administrator Signature



Date

REPORT OF THE TREASURER TO THE BRADLEY BEACH BOARD OF EDUCATION
FOR THE MONTH ENDING

8/31/25

PAGE 1 OF 6

ENDING

FUNDS	CASH BALANCE	CASH RECEIPTS THIS MONTH	CASH DISBURSEMENTS THIS MONTH	CASH BALANCE(1+2-3)
GENERAL FUND--FUND 10	\$1,426,409.65	\$1,457,597.37	\$370,870.21	\$2,513,136.81
SPECIAL REVENUE FUND--FUND 20	\$10,286.06	\$64,300.00	\$20,751.97	\$53,834.09
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	\$1,436,705.28	\$1,521,897.37	\$391,622.18	\$2,566,980.47
ENTERPRISE FUND--FUND 5X	\$18,253.18	\$10,497.64	\$0.00	\$28,750.82
PAYROLL	\$7.75	\$167,138.05	\$167,134.12	\$11.68
PAYROLL AGENCY	\$102,549.13	\$45,363.43	\$146,812.93	\$1,099.63
UNEMPLOYMENT TRUST	\$10,665.74	\$10.11	\$0.00	\$10,675.85
TOTAL TRUST & AGENCY FUNDS	\$113,222.62	\$212,511.59	\$313,947.05	\$11,787.16
TOTAL ALL FUNDS	\$1,568,181.08	\$1,744,906.60	\$705,569.23	\$2,607,518.45

PREPARED & SUBMITTED BY



TREASURER OF SCHOOL MONIES

9/11/2025
DATE

BRADLEY BEACH BOARD OF EDUCATION BANK RECONCILIATION--CASH ACCOUNT

BANK: BANK OF AMERICA

ACCOUNT #726-0100062

STATEMENT DATE: 8/31/25

BALANCE PER BANK

\$2,577,082.46

ADDITIONS: DEPOSITS IN TRANSIT	DATE	AMOUNT
REIMBURSEMENT DUE FOR		\$0.00
		\$0.00
		\$0.00

TOTAL DEPOSITS IN TRANSIT \$0.00

DEDUCTIONS: OUTSTANDING CHECKS	AMOUNT
	\$10,101.97
OTHER	\$0.00
	\$0.02
TOTAL DEDUCTIONS	\$10,101.99

NET RECONCILING ITEMS

(\$10,101.99)

ADJUSTED BALANCE PER BANK

\$2,566,980.47

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 _____

BANK OF AMERICA CERTIFICATES OF DEPOSIT: \$0.00

BRADLEY BEACH BOARD OF EDUCATION BANK RECONCILIATION--PAYROLL/AGENCY

BANK: BANK OF AMERICA

ACCOUNT #726-0102200

STATEMENT DATE: 8/31/25

BALANCE PER BANK

\$4,907.78

ADDITIONS: DEPOSITS IN TRANSIT	DATE	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00

TOTAL DEPOSITS IN TRANSIT \$0.00

DEDUCTIONS: OUTSTANDING CHECKS	AMOUNT
	\$3,808.15
OTHER	\$0.00
TOTAL DEDUCTIONS	\$3,808.15

NET RECONCILING ITEMS

(\$3,808.15)

ADJUSTED BALANCE PER BANK

\$1,099.63

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--PAYROLL ACCOUNT

BANK: BANK OF AMERICA

ACCOUNT #726-0100089

STATEMENT DATE: 8/31/25

BALANCE PER BANK

\$2,702.66

ADDITIONS: DEPOSITS IN TRANSIT	DATE	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00

TOTAL DEPOSITS IN TRANSIT

\$0.00

AMOUNT

DEDUCTIONS: OUTSTANDING CHECKS

\$2,690.98

OTHER

\$0.00

TOTAL DEDUCTIONS

\$2,690.98

NET RECONCILING ITEMS

(\$2,690.98)

ADJUSTED BALANCE PER BANK

\$11.68

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: 8/31/25

BALANCE PER BANK

\$10,675.85

ADDITIONS: DEPOSITS IN TRANSIT	DATE	AMOUNT
		\$0.00
		\$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

\$10,675.85

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:	8/31/25		
BALANCE PER BANK			\$28,750.82
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			\$28,750.82

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 8/31/25
SALARY CASH ACCOUNT #726-0100089

CHECK #	AMOUNT	CHECK #	AMOUNT
37648	\$25.75		
37678	\$540.57		
37680	\$225.23		
37691	\$567.59		
37692	\$971.46		
37693	\$360.38		

GRAND TOTAL, SALARY ACCOUNT

\$2,690.98

OUTSTANDING CHECKS AS OF 8/31/25
CASH ACCOUNT #726-0100062

PAGE 6 OF 6

CHECK #	AMOUNT	CHECK #	AMOUNT
23137	\$358.91		
23147	\$140.64		
23157	\$5,070.00		
23160	\$167.93		
23161	\$150.00		
23162	\$250.00		
23164	\$367.85		
23169	\$179.20		
23170	\$250.00		
23178	\$1,288.31		
23183	\$1,879.13		

OUTSTANDING CHECKS AS OF 8/31/25
PAYROLL/AGENCY ACCOUNT # 0072-6010-2200

CHECK #	AMOUNT	CHECK #	AMOUNT
7636	\$3,808.15		

Bradley Beach Board of Education
Account Maintenance Report
Appropriation Adjustments and Transfers for 2025-26 08/29/2025 - 08/29/2025

[Adjustment] Tx: 34397 to record August Transfers

Date	Fund	Act #	Act Desc	Type	Pre	Adjustment	Post
8/29/2025	11	11-000-100-561-00	Tuition to other LEAs w/i state regular	Adjustment	1,296,940.00	-4,800.00	1,292,140.00
8/29/2025	11	11-000-211-100-00	Salaries Attendance Office and Social Work	Adjustment	59,808.00	1,100.00	60,908.00
8/29/2025	11	11-000-211-100-00-SU	Salary Attendance Summer SU	Adjustment	4,000.00	-1,100.00	2,900.00
8/29/2025	11	11-000-211-600-00	Supplies Attendance	Adjustment	800.00	-560.00	240.00
8/29/2025	11	11-000-216-320-00	Purchase Prof-Educ Services	Adjustment	39,800.00	550.00	40,350.00
8/29/2025	11	11-000-216-600-00	Supplies Speech	Adjustment	700.00	10.00	710.00
8/29/2025	11	11-000-219-104-00-SU	Salaries CST Summer SU	Adjustment	1,125.00	-500.00	625.00
8/29/2025	11	11-000-219-800-00	Other objects	Adjustment	1,900.00	500.00	2,400.00
8/29/2025	11	11-000-230-331-00	Legal services	Adjustment	9,700.00	-2,000.00	7,700.00
8/29/2025	11	11-000-230-334-00	Architectural/Engineering Service	Adjustment	5,000.00	15,000.00	20,000.00
8/29/2025	11	11-000-230-610-00	General Supplies	Adjustment	5,691.00	-2,000.00	3,691.00
8/29/2025	11	11-000-261-800-00	Other objects	Adjustment	42,974.00	-6,200.00	36,774.00
8/29/2025	11	11-000-262-100-00	Salaries: Custodial Services	Adjustment	153,252.00	630.00	153,882.00
8/29/2025	11	11-000-262-100-00-OT	Overtime OT	Adjustment	6,500.00	-630.00	5,870.00

.00

[illegible]

Bradley Beach Board of Education
Bills and Claims
Batch 26-0037 Sept. Board Meeting (9/1/2025)
, Batch 26-0050 TPAF/FICA A/P Payment (9/3/2025)

Vendor Name	Account Number	Id	PO Number	Description	Batch	Check #	Amount
Alliance Commercial Pest Control, Inc.	11-000-261-420-00	90060	PO-26-000093	Service Inv: 637250	26-0037	23184	10.00
Allied Fire & Safety Equipment Company	11-000-266-420-00	88	PO-26-000164	Service Inv: 011757	26-0037	23185	10.00
Allied Fire & Safety Equipment Company	11-000-266-420-00	88	PO-26-000165	Service Inv: 013037	26-0037	23185	380.00
Ameriflex	11-000-251-340-00	AMERF L	PO-26-000073	Service Inv: SEPT.	26-0037	23186	556.00
Atlantic Lock & Safety	11-000-261-610-00	600	PO-26-000175	Supplies Inv: 28730	26-0037	23187	936.00
Bradley Beach BOE	12-000-400-896-00	BBSDA	PO-26-000139	Service Inv: SEPT.	26-0037	23188	50.00
CDWG	11-190-100-610-07-TE	CDWG	PO-26-000161	Supplies Inv: AF5U76Z & AT6JR2S	26-0037	23189	105.00
CDWG	11-190-100-610-07-TE	CDWG	PO-26-000163	Service Inv: AF5AX6W	26-0037	23189	2,166.00
Delisa Demolition and Disposal	11-000-261-420-00	DELISA	PO-26-000059	Service Inv: SEPT. #346302	26-0037	23190	703.20
Direct Energy Business	11-000-262-622-00	DE	PO-26-000180	Service Inv: AUGUST	26-0037	23191	2,338.40
Direct Energy Business	11-000-262-622-00	DE	PO-26-000180	Service Inv: JULY	26-0037	23191	526.05
EPS Operations, LLC	11-190-100-610-00-01	136	PO-26-000107	Supplies Inv: 900056094	26-0037	23192	526.05
Everyday Speech LLC.	11-000-216-600-00	EVE	PO-26-000039	Service Inv: 198106	26-0037	23193	2,029.23
G&H Electrical Contractors, Inc.	11-000-261-420-00	GH	PO-26-000154	Service Inv: 16587	26-0037	23194	1,911.77
George Koustas Painting & Construction, LLC	11-000-261-420-00	KOUST A	PO-26-000025	Service	26-0037	23195	3,941.00
Horizon Blue Cross Blue Shield of New Jersey	11-000-213-270-00	HORIZO	PO-26-000042	Service	26-0037	23196	114.71
Horizon Blue Cross Blue Shield of New Jersey	11-000-211-270-00	HORIZO	PO-26-000042	Service Inv: SEPTEMBER 2025	26-0037	23196	499.99

Bradley Beach Board of Education
Bills and Claims
Batch 26-0037 Sept. Board Meeting (9/1/2025)
, Batch 26-0050 TPAF/FICA A/P Payment (9/3/2025)

Vendor Name	Account Number	Id	PO Number	Description	Batch	Check #	Amount
Horizon Blue Cross Blue Shield of New Jersey	11-000-216-270-00	HORIZO	PO-26-000042	Service	26-0037	23196	4,273.03
Horizon Blue Cross Blue Shield of New Jersey	11-000-217-270-00	HORIZO	PO-26-000042	Service	26-0037	23196	4,629.50
Horizon Blue Cross Blue Shield of New Jersey	11-000-218-270-00	HORIZO	PO-26-000042	Service	26-0037	23196	1,511.22
Horizon Blue Cross Blue Shield of New Jersey	11-000-219-270-00	HORIZO	PO-26-000042	Service	26-0037	23196	8,546.06
Horizon Blue Cross Blue Shield of New Jersey	11-000-221-270-00	HORIZO	PO-26-000042	Service	26-0037	23196	3,201.09
Horizon Blue Cross Blue Shield of New Jersey	11-000-262-270-00	HORIZO	PO-26-000042	Service	26-0037	23196	4,629.50
Horizon Blue Cross Blue Shield of New Jersey	11-000-291-270-00	HORIZO	PO-26-000042	Service	26-0037	23196	10,776.67
Horizon Blue Cross Blue Shield of New Jersey	11-105-100-270-00	HORIZO	PO-26-000042	Service	26-0037	23196	4,408.46
Horizon Blue Cross Blue Shield of New Jersey	11-110-100-270-00	HORIZO	PO-26-000042	Service	26-0037	23196	1,511.22
Horizon Blue Cross Blue Shield of New Jersey	11-120-100-270-00	HORIZO	PO-26-000042	Service	26-0037	23196	32,611.32
Horizon Blue Cross Blue Shield of New Jersey	11-130-100-270-00	HORIZO	PO-26-000042	Service	26-0037	23196	18,793.80
Horizon Blue Cross Blue Shield of New Jersey	11-240-100-270-00	HORIZO	PO-26-000042	Service	26-0037	23196	1,511.22
Horizon Blue Cross Blue Shield of New Jersey	20-218-200-200-00	HORIZO	PO-26-000042	Service	26-0037	23196	8,681.50
							108,107.03
Horizon Blue Cross/Blue Shield	11-000-217-270-00	DENTA L	PO-26-000043	Servie	26-0037	23197	168.60
Horizon Blue Cross/Blue Shield	11-000-211-270-00	DENTA L	PO-26-000043	Servie Inv: SEPT 2025	26-0037	23197	56.20
Horizon Blue Cross/Blue Shield	11-000-213-270-00	DENTA L	PO-26-000043	Servie	26-0037	23197	56.20
Horizon Blue Cross/Blue Shield	11-000-218-270-00	DENTA L	PO-26-000043	Servie	26-0037	23197	56.20
Horizon Blue Cross/Blue Shield	11-000-216-270-00	DENTA L	PO-26-000043	Servie	26-0037	23197	157.36
Horizon Blue Cross/Blue Shield	11-000-219-270-00	DENTA L	PO-26-000043	Servie	26-0037	23197	314.72
Horizon Blue Cross/Blue Shield	11-000-221-270-00	DENTA L	PO-26-000043	Servie	26-0037	23197	157.36
Horizon Blue Cross/Blue Shield	11-000-222-270-00	DENTA L	PO-26-000043	Servie	26-0037	23197	56.20
Horizon Blue Cross/Blue Shield	11-000-262-270-00	DENTA L	PO-26-000043	Servie	26-0037	23197	168.60
Horizon Blue Cross/Blue Shield	11-000-291-270-00	DENTA L	PO-26-000043	Servie	26-0037	23197	472.08

**Bradley Beach Board of Education
Bills and Claims
Batch 26-0037 Sept. Board Meeting (9/1/2025)
, Batch 26-0050 TPAF/FICA A/P Payment (9/3/2025)**

Vendor Name	Account Number	Id	PO Number	Description	Batch	Check #	Amount
Horizon Blue Cross/Blue Shield	11-105-100-270-00	DENTA L	PO-26-000043	Servie	26-0037	23197	157.36
Horizon Blue Cross/Blue Shield	11-110-100-270-00	DENTA L	PO-26-000043	Servie	26-0037	23197	56.20
Horizon Blue Cross/Blue Shield	11-120-100-270-00	DENTA L	PO-26-000043	Servie	26-0037	23197	921.60
Horizon Blue Cross/Blue Shield	11-130-100-270-00	DENTA L	PO-26-000043	Servie	26-0037	23197	719.36
Horizon Blue Cross/Blue Shield	11-240-100-270-00	DENTA L	PO-26-000043	Servie	26-0037	23197	56.20
Horizon Blue Cross/Blue Shield	20-218-200-200-00	DENTA L	PO-26-000043	Servie	26-0037	23197	629.52
Jersey Central Power & Light	11-000-262-622-00	3021	PO-26-000020	Service Inv: 07/22-08/20	26-0037	23198	4,203.76 884.03
Kendall Hunt Publishing Company	11-190-100-610-00	KEN01	PO-26-000170	Supplies Inv: 13902539	26-0037	23199	884.03 2,955.68
Lakeshore Learning Materials	20-218-100-600-00	LLM002	PO-26-000143	Supplies Inv: 91423102	26-0037	23200	2,955.68 91.43
Learning A-Z	11-190-100-610-00	LEAR	PO-26-000135	Service Inv: C-1 00200663	26-0037	23201	91.43 750.00
Maclearie Printing	11-000-251-600-00	MACLE A	PO-26-000153	Service Inv: 00055718	26-0037	23202	750.00 330.00
Monmouth County Association of School Business Officials	11-000-251-890-00	57	PO-26-000174	Supplies	26-0037	23203	330.00 225.00
Municipal Capital Finance	11-190-100-800-00-CP	MCF	PO-26-000035	Service Inv: 8 OF 60	26-0037	23204	225.00 1,092.81
Municipal Capital Finance	11-190-100-800-00-CP	MCF	PO-26-000035	Service Inv: 43 OF 60	26-0037	23204	210.76 1,303.57
Mystery Science	11-190-100-610-00	MYSSCI	PO-26-000168	Supplies Inv: SP-25259 AND SP-289162	26-0037	23205	1,303.57 2,059.00
New Jersey American Water	11-000-262-490-01	1206	PO-26-000038	Service Inv: 07/31-09/02	26-0037	23206	2,059.00 378.24
New Jersey Natural Gas	11-000-262-621-00	NJNG	PO-26-000021	Service Inv: 07/14-08/11	26-0037	23207	378.24 4,968.19
							4,968.19

Bradley Beach Board of Education
Bills and Claims
Batch 26-0037 Sept. Board Meeting (9/1/2025)
, Batch 26-0050 TPAF/FICA A/P Payment (9/3/2025)

Vendor Name	Account Number	Id	PO Number	Description	Batch	Check #	Amount
New Jersey Schools Insurance Group	11-000-262-260-00	NJSIG	PO-26-000181	Service Inv: CON-0000038107	26-0037	23208	45,628.45
New Jersey Schools Insurance Group	11-000-262-520-00	NJSIG	PO-26-000181	Service	26-0037	23208	47,677.06
New Jersey Schools Insurance Group	11-000-291-260-00	NJSIG	PO-26-000181	Service	26-0037	23208	3,000.00
New Jersey Schools Insurance Group	11-190-100-260-00	NJSIG	PO-26-000181	Service	26-0037	23208	4,000.00
							100,305.51
Optimum	11-000-230-530-01	OPT	PO-26-000027	Service Inv: 08/15-009/14	26-0037	23209	101.40
Really Great Reading Company LLC.	11-190-100-610-00	120	26-000146	Supplies Inv: 55047	26-0037	23210	101.40 3,482.20
Savvas Learning Company LLC	11-190-100-610-08-TE	SAV	PO-26-000002	Supplies Inv: 7029080855	26-0037	23211	3,482.20 5,536.83
Scholastic Classroom	11-190-100-610-00-78	4316	PO-26-000142	Supplies Inv: 73554717	26-0037	23212	5,536.83 197.56
School Health Corporation	11-000-213-600-00	1186	PO-26-000085	Supplies Inv: CINV000286334	26-0037	23213	197.56 741.42
School Specialty	11-190-100-610-11-AR	69	PO-26-000095	Supplies Inv: 308104753679	26-0037	23214	741.42 2,318.43
School Specialty	11-000-216-600-00	69	PO-26-000098	Supplies Inv: 308104766378	26-0037	23214	45.46
School Specialty Integrations	11-000-219-600-00	SCH_IN	PO-26-000109	Supplies Inv: 308104783055	26-0037	23215	2,363.89 169.33
School Specialty Integrations	11-190-100-610-10-ST	SCH_IN	PO-26-000111	Supplies Inv: 208136068071	26-0037	23215	191.30
School Specialty Integrations	11-190-100-610-00	SCH_IN	PO-26-000117	Supplies Inv: 308104757506	26-0037	23215	172.23
Scoles System	11-000-262-610-00	1098	PO-26-000155	Supplies	26-0037	23216	532.86 2,590.24
Scoles System	11-000-262-610-00	1098	PO-26-000156	Supplies Inv: 464219	26-0037	23216	2,167.68
Stapleslink	11-190-100-610-00-78	STAPLE	PO-26-000097	Supplies	26-0037	23217	4,757.92 180.58
Stapleslink	11-190-100-610-10-ST	STAPLE	PO-26-000110	Supplies	26-0037	23217	821.89
Stapleslink	11-190-100-610-00-03	STAPLE	PO-26-000113	Supplies	26-0037	23217	225.76
Stapleslink	11-000-221-600-00	STAPLE	PO-26-000140	Supplies	26-0037	23217	1,021.50
Stapleslink	20-218-100-600-00	STAPLE	PO-26-000144	Supplies Inv: 7662187876	26-0037	23217	80.39
Stapleslink	11-190-100-610-07-TE	STAPLE	PO-26-000171	Supplies Inv: 604175422986041037921	26-0037	23217	1,921.52

Bradley Beach Board of Education
Bills and Claims
Batch 26-0037 Sept. Board Meeting (9/1/2025)
, Batch 26-0050 TPAF/FICA A/P Payment (9/3/2025)

Vendor Name	Account Number	Id	PO Number	Description	Batch	Check #	Amount
Stapleslink	11-000-230-610-00	STAPLE	PO-26-000177	Supplies Inv: 6041037928 & 6041037918	26-0037	23217	104.15
Stapleslink	11-190-100-610-00-CP	STAPLE	PO-26-000183	Supplies Inv: 6041037919	26-0037	23217	1,762.18
State of New Jersey	11-000-261-800-00	LABOR	PO-26-000172	Service Inv: 0-216-000-138/000-00	26-0037	23218	6,117.97 156.00
Superior Environmental Equipment Corp.	11-000-261-420-00	SUP	PO-26-000012	Service Inv: 0071559	26-0037	23219	156.00 1,800.00
Synergy Rehab LLC	11-000-216-320-00	SYN	PO-26-000179	Service Inv: ESY 2025	26-0037	23220	1,800.00 1,567.50
T & M Landscaping Services LLC.	11-000-261-420-00	80	PO-26-000185	Service Inv: 748	26-0037	23221	1,567.50 150.00
Teacher Direct	11-190-100-610-00-02	TEDIRE	PO-26-000066	Supplies Inv: 2025/05706	26-0037	23222	150.00 200.13
Teacher Direct	11-190-100-610-00-KD	TEDIRE	PO-26-000068	Supplies Inv: 2025/05431	26-0037	23222	28.66
Treasurer, State of NJ	20-421	1458	PO-25-000595-PYPBL	TPAF/FICA Reimbursement	26-0050	No Check	228.79 33,494.05
Turn Key Technologies	11-000-261-800-00	TURN	PO-26-000160	Service Inv: 49291	26-0037	23223	33,494.05 1,170.00
Twin Rocks Water	11-000-230-890-00	TW	PO-26-000178	Service	26-0037	23224	1,170.00 22.17
Twin Rocks Water	11-000-219-800-00	TW	PO-26-000178	Service	26-0037	23224	22.17
Twin Rocks Water	11-000-213-800-00	TW	PO-26-000178	Service Inv: JULY	26-0037	23224	22.17
Twin Rocks Water	11-000-251-890-00	TW	PO-26-000178	Service	26-0037	23224	22.19
UGI Energy Service, LLC	11-000-262-621-00	UGI	PO-26-000037	Service Inv: JULY - AUG.	26-0037	23225	88.70 30.19
Verizon	11-000-230-530-01	VER	PO-26-000036	Service Inv: 6121793849	26-0037	23226	30.19 152.04
Xtel Communications	11-190-100-800-00-CP	530	PO-26-000034	Service Inv: AUG. 64498	26-0037	23227	152.04 1,879.13
							1,879.13

Bradley Beach Board of Education

**Bills and Claims
Batch 26-0037 Sept. Board Meeting (9/1/2025)
Batch 26-0050 TPAF/FICA A/P Payment (9/3/2025)**

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
11 General Current Expense	000 Undistributed Expenditures	57	168,117.65		168,117.65
11 General Current Expense	105 Regular Programs- Preschool	2	4,565.82		4,565.82
11 General Current Expense	110 Regular Programs - Kindergarten	2	1,567.42		1,567.42
11 General Current Expense	120 Regular Programs - Grades 1-5	2	33,532.92		33,532.92
11 General Current Expense	130 Regular Programs - Grades 6-8	2	19,513.16		19,513.16
11 General Current Expense	190 Regular Programs - Undistributed	23	32,439.76		32,439.76
11 General Current Expense	240 Bilingual Education - Instruction	2	1,567.42		1,567.42
	Fund total:		261,304.15		261,304.15
12 Capital Outlay	000 Undistributed Expenditures	1	2,166.00		2,166.00
	Fund total:		2,166.00		2,166.00
20 Special Revenue Fund		1	33,494.05		33,494.05
20 Special Revenue Fund	218 Preschool Education	4	9,482.84		9,482.84
	Fund total:		42,976.89		42,976.89
	Grand totals:	96	306,447.04		306,447.04

Bradley Beach Board of Education
Bills and Claims
Batch 26-0037 Sept. Board Meeting (9/1/2025)
Batch 26-0050 TPAF/FICA A/P Payment (9/3/2025)


Business Administrator


2/15/25

Cafeteria Bill List					
09/16/25					
Vendor	Amount	Check #	Invoice	Purchase Order#	
MAP Restaurant Supplies	2,990.75	2006	Jun-58	26-00001A	
Total Bill List	2,990.75				