

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

**A G E N D A**

**Regular Meeting**  
**January 21, 2020**

I. Call To Order

II. 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.

III. Flag Salute/Roll Call

IV. Discussion Items

Recognition Awards:

- Mrs. Bonnie Bardinias – Past President of the PTO
- Ms. Donna Hamernick – Bradley Beach Elementary School Teacher of the Year
- Mrs. Traci Rankel – Bradley Beach Elementary School Education Specialist of the Year
- Mrs. Susan Monroe – Past President of the Bradley Beach Board of Education

V. Minutes:

Approval of Meeting Minutes

Resolved: That the Board approve the Minutes of:

Regular Meeting – December 17, 2019  
Confidential Executive Session – December 17, 2019

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_ VOTE: \_\_\_\_\_

VI. Superintendent's Report

Executive Session

Resolved: That the Board agree to a Confidential Executive Session to discuss student and personnel matters.

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_ VOTE: \_\_\_\_\_

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A. Personnel

1. Resolved: That the Board approve the appointment of Mr. Kevin Maselli to the position of Boys Baseball Coach, for the 2019/2020 school year, at a salary of \$3,236.00 as established by the collective agreement between the Bradley Beach Board of Education and the Bradley Beach Educational Association. (Attachment VI-A.1) [B]
2. 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
Julie Ferwerda	1-31-20	Local SLP's PLC Meeting	H.W. Mountz Sch. Spring Lake, NJ	N/A
Erin Healy	Feb. 24-25, 2020	NJASPERD Annul Convention	Ocean Place Resort Long Branch, NJ	WS \$125.00 Membership \$ 65.00 <b>\$190.00</b>
Donna Maggio Jennifer Pingitore	3-12-20	Applied Behavior Analysis (BER workshop)	Freehold, NJ	\$279.00 each = <b>\$558.00</b>
Dr. Elizabeth J. Franks	2-08-20	NJSBA Equity from the Boardroom to the Classroom	Trenton, NJ	<b>\$ 50.00</b>

3. Resolved: That the Board approve the visit of the Lacy School District personnel to observe the 6H/M classroom on January 28, 2020.
4. Resolved: That the Board approve the visit of the Stillwater School District personnel to observe the 6H/M classroom on January 30, 2020.
5. Resolved: That the Board approve Mrs. Lisa Meil to be mentored by Ms. Kristin Goldsworthy at a rate of \$550.00 to complete the Provisional Teacher Program of New Jersey.
6. Resolved: That the Board accept the letter of intent to retire, with regret, from Mrs. Michelle Sprengel, Middle School Language Arts Teacher, effective July 1, 2020. (Attachment VI-A.6)

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_ VOTE: \_\_\_\_\_

B. Policy

1. Resolved: That the Board approve the following policies and regulations for a second reading. (Attachment VI-B.1)

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POLICY/REGULATION NUMBER	POLICY/REGULATION
P/R 1642	Earned Sick Leave Law (M)
P 2422	Health and Physical Education (M)
P 2431.3	Practice and Pre-Season Heat-Acclimation for School-Sponsored Athletics and Extra-Curricular Activities
R 2460.8	Special Education - Free and Appropriate Public Education (M)
P 3159	Teaching Staff Member/School District Reporting Responsibilities (M)
P/R 3218	Use, Possession, or Distribution of Substances (M)
P/R 4218	Use, Possession, or Distribution of Substances (M)
P/R 5111	Eligibility of Resident/Nonresident Students (M)
P 5337	Service Animals
P 5517	School District Issued Student Identification Cards
P/R 5611	Removal of Students for Firearms Offenses (M)
P/R 5612	Assaults on District Board of Education Members or Employees (M)
P/R 5613	Removal of Students for Assaults with Weapons Offenses (M)
P 5756	Transgender Students (M)
P/R 6112	Reimbursement of Federal and Other Grant Expenditures (M)
P/R 7440	School District Security (M)
P/R 8461	Reporting Violence, Vandalism, Harassment, Intimidation, Bullying, Alcohol, and Other Drug Offenses (M)
P 8561	Procurement Procedures for School Nutrition Programs (M)
P/R 8600	Student Transportation (M)
R 8630	Emergency School Bus Procedures (M)
P 8670	Transportation of Special Needs Students (M)
P 8860	Memorials
P 9210	Parent Organizations
P 9400	Media Relations

2. Resolved: That the Board accept the evaluation of the New Jersey Quality Single Accountability Continuum (NJQSAC) interim findings and placement. (Attachment VI-B.2)

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_ VOTE: \_\_\_\_\_

C. Students

1. Resolved: The monthly status report of reported and investigated Harassment, Intimidation and Bullying incidents submitted by the Bullying Specialist for the month of December. (Attachment VI-C.1)

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2. Resolved: That the Board approve one Bradley Beach Elementary School Student, Student ID #2060, Grade 8, to attend the Visual Arts program of the Monmouth County Arts Program every Thursday from February 13, 2020, through May 14, 2020.
3. Resolved: That the Board approve the following tuition contract:

ID No.	School	Location	Start Date	Annual Tuition Rate
2785	New Road High School	Ocean, NJ	11/20/19	\$38,515.10

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_ VOTE: \_\_\_\_\_

VII. Business Administrator/Board Secretary's Report

A. Approval and Submission of Boiler Replacement Schematic Plans for the Bradley Beach Elementary School

Resolved: That the following resolution is hereby adopted:

WHEREAS, The Board of Education of Bradley Beach in the County of Monmouth, New Jersey (the "Board"), desires to proceed with a school facilities project consisting generally of:

**BOILER REPLACEMENT AT BRADLEY BEACH ELEMENTARY SCHOOL**

WHEREAS, the Board now seeks to take the initial steps in order to proceed with the Project:

NOW, THEREFORE, BE IT RESOLVED BY THE BRADLEY BEACH BOARD OF EDUCATION, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, as follows:

Section 1 In accordance with the requirements of Section 6A:26-3 of the New Jersey Administrative Code, the Board hereby approves the Schematic Plans prepared in connection with the Project, and the Board further authorizes the submission of same to the Monmouth County Superintendent of Schools and the New Jersey Department of Education for approval.

Section 2 The Board hereby authorizes the amendment to its Long-Range Facilities Plan in order to reflect the proposed Project.

Section 3 The School Administration and such other officers and agents of the Board as are necessary, including the Board attorney, bond counsel and architect, are hereby authorized to perform such other acts, to execute such other documents and to do such other things as are necessary to implement the determinations of the Board set forth in this resolution. The District is not seeking a Grant.

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Section 4 This resolution shall take effect immediately.

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_ VOTE: \_\_\_\_\_

B. Approval to Accept the Donation of a Gift Card to be Used During the STEM Competition

Resolved: That the Board approve the acceptance of the gracious donation of a twenty-five dollar Game Stop Gift Card from Mrs. Liza Flynn to be used during the Bradley Beach Elementary School STEM Competition. This competition will take place during the Night at the Museum event in April.

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_ VOTE: \_\_\_\_\_

C. Approval of Business Administrator/Board Secretary's Financial Report

Resolved: That the Financial Report of the Business Administrator/Board Secretary for the month ending December 31, 2019 is hereby approved and the Business Administrator/Board Secretary is instructed to file same. (Attachment VII-C)

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_ VOTE: \_\_\_\_\_

D. Approval of Treasurer's Financial Report

Resolved: That the Financial Report of the Treasurer of School Funds for the month ending December 31, 2019 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 VII-D)

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_ VOTE: \_\_\_\_\_

E. Approval of Monthly Certification

Resolved: That pursuant to N.J.A.C. 6A:23-2.11(e), we certify that as of December 31, 2019, after review of the Secretary's Monthly Financial Report (appropriations section), and upon consultation with the appropriate district officials, that to the best of our knowledge, no major account or fund has been over-expended in violation of N.J.A.C 6A:23-2.11(b); that no line item appropriation is in violation of N.J.A.C. 6A:23-2.11 (1) and that sufficient funds are available to meet the district's financial obligations for the remainder of the fiscal year.

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_ VOTE: \_\_\_\_\_

F. Approval of December 2019 Payroll

Resolved: That the Board approve the December 2019 gross payroll in the amount of \$426,513.33.

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_ VOTE: \_\_\_\_\_

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G. Approval of Bills Payment

Resolved: That the Board approve payment of the January 21, 2020 regular bills list and as certified and approved. (Attachment VII-G)

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_ VOTE: \_\_\_\_\_

VIII. Old Business

IX. New Business

X. Committee Reports

XI. President's Report

XII. Public Comments (Agenda Items Only)

XIII. Public Comments (Other Items Only)

XIV. Executive Session (if required)

XV. Adjournment

## Kevin A. Maselli

### EXPERIENCE

#### **PrimeTime Center, Eatontown, New Jersey**

**Teacher** | August 2017-Present

Teach, prepare and counsel students with functional needs, and assist their transition to independent living through academic, social and life skills training. Lead and train staff for the Crisis Management Team. Plan and lead weekly team meetings, lesson plan meetings and documentation meetings for the benefit of the students with functional needs. Assist in the intake process for incoming students and coordinate care with the school therapist, principal and parents. Train, teach and provide daily feedback for teacher aids. Train staff to administer medications. Coordinate care with parents through integrated team meetings and frequent individual consultations. Assist in grant writing and grant proposals.

#### **Independent Contractor and Consultant** | August 2017-Present

Developed a program to teach adults with functional needs how to independently perform daily activities, such as preparing meals, exercising and using proper hygiene habits so they can lead healthier and more functional lives. Teach, prepare and counsel adult special needs clients to prepare them to transition to independent living through academic, social and life skills training. Train clients for Special Olympics.

#### **Team85 Fitness and Wellness Center, Bordentown, New Jersey**

**Youth Director and Events Coordinator** | December 2015-August 2017

Responsible for the management and operation of all youth programs. Sold, booked and facilitated parties and events, averaging 40-45 events monthly. Hired staff and developed the curriculum for children's exercise classes. Regularly assisted in the marketing of the Club's programs. Ran various events for non-profit organizations, including fun runs and golf outings. Oversaw, scheduled and assisted the childcare center, which operated almost 300 daily check-ins. Supervised and enrolled the Club's camp daily operations.

#### **RWJ Rahway Fitness and Wellness Center at Carteret, Carteret, New Jersey**

**Summer Camp Director, Membership Sales Counselor, Events Coordinator** | March 2015-December 2015

Developed the policies and regulations for the youth camp program for children aged 3 to 12. Set the management, education and youth standards for the camp. Successfully marketed and enrolled the camp program to full capacity. Interviewed, hired, trained and managed the staff. Maintained revenue and expense accounts to ensure optimum utilization of funds. Responsible for all communication with parents. Performed sales and regularly assisted in the marketing of the Club's programs.

#### **Princeton YWCA, Princeton, New Jersey**

**Head Site Supervisor, Special Education Assistant, Camp Director** | September 2011 – March 2015

Supervised elementary age children from the Lawrence Township, NJ school system during before school and after school clubs. Planned various athletic activities. Coordinated care with parents frequently to address potential issues. During 2012 school year, performed same duties and assisted special education students in various activities, including homework and other forms of tutoring. Responsible for the safety and well-being of 25 campers. Managed, observed and evaluated staff. Supervised camp counselors. Planned camp events surrounding the organizational values related to tolerance, equality and teamwork. Worked with outside companies and volunteers to organize camp-wide events.

### EDUCATION

Coastal Carolina University, Conway, South Carolina

*Bachelor of Arts*, May 2012

West Windsor-Plainsboro High School North, Plainsboro, New Jersey

*High School Degree*, June 2007

### CERTIFICATIONS

CPR/AED, First Aid, DDD, Crisis Management Trained, Safety Management Trained, Behavioral Management Trained.

## HONORS & AWARDS

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Teacher of the year, PrimeTime Center, 2018, 2019

## VOLUNTEER

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Volunteer, Special Olympics New Jersey Basketball Tournament, 2007 - Present

Volunteer, Special Olympics Track and Field, 2007 - Present

High School Basketball Coach, Elite Preparatory Academy, 2015

## BASEBALL HONORS & AWARDS

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Two-time Captain, West Windsor-Plainsboro High School North Varsity Baseball Team

Two-time Team MVP, West Windsor-Plainsboro High School North Varsity Baseball Team

Member, Colonial Valley Conference Varsity Baseball First Team in 2006 and 2007

Member, All-State Varsity Baseball Honorable Mention in 2006

Member, All-State Varsity Baseball Second Team in 2007

Member, 100 Hit Club at West Windsor-Plainsboro High School North

## REFERENCES

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Dave Mock, M.S., Regional Director of PrimeTime Center (732) 890-1758

Barbara Bilhar, M.S., The Harbor School Principal (732) 500-5783

Abby Morris, B.A., Director of Eatontown PrimeTime Center (848) 456-0487

Chuck Morris, Ph.D., CEO of Fulcrum Performance (609) 284-5456



1/16/2020

Bradley Beach Elementary School Mail - Letter of Retirement

Attachment VI-A.6

Stephen Wisniewski <swisniewski@bbesnj.org>



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## Letter of Retirement

1 message

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Michelle Sprengel <msprengel@bbesnj.org>

Fri, Jan 3, 2020 at 1:47 PM

To: Dave Tonzola <dtonzola@bbesnj.org>

Cc: Stephen Wisniewski <swisniewski@bbesnj.org>

Members of the Bradley Beach Board of Education,

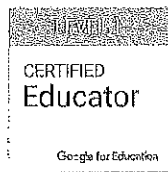
As of Thursday, December 26, 2019, I submitted to the Department of Pensions and Benefits my application for early retirement, from the Bradley Beach Public School, effective July 1, 2020. I would like to thank you and all of whom I have worked alongside, since being hired in 1990. The numerous students, teachers, administrators, support staff, parents, PTO, and Bradley Beach community, have all been part of the incredible journey of my teaching career. I have always felt fortunate to be a teacher for Bradley Beach Elementary School.

Thank you and if there is anything further that you need from me, please let me know.

Respectfully,

Michelle J. Sprengel

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Mrs. Michelle J. Sprengel  
5th/6th ELA Teacher  
msprengel@bbesnj.org



EARNED SICK LEAVE LAW (M)

1642

**M**

All persons holding any office, position, or employment in local school districts, regional school districts, or county vocational schools of the State who are steadily employed by the Board of Education or who are protected by tenure in their office, position, or employment under the provisions of N.J.S.A. 18A:30-2 or any other law, except persons in the classified service of the civil service under Title 11, Civil Service, of the Revised Statutes, shall be allowed sick leave with full pay for a minimum of ten school days in any school year in accordance with the provisions of N.J.S.A. 18A:30-2.

However, a Board of Education may determine some persons holding an office, position, or employment are not eligible for sick leave in accordance with N.J.S.A. 18A:30-2. These persons shall be covered under the provisions of the New Jersey Earned Sick Leave Law (Act), N.J.S.A. 34:11D-1 through 34:11D-11. Policy and Regulation 1642 outline the provisions of the Act for those persons the Board of Education determines are not eligible for sick leave in accordance with the provisions of N.J.S.A. 18A:30-2 or any rule or law of New Jersey other than the Act.

For the purposes of Policy and Regulation 1642, "employer" means a local school district, regional school district, county vocational school, or charter school of the State who does not provide sick leave with full pay to an employee pursuant to N.J.S.A. 18A:30-2 or any other law, rule, or regulation of New Jersey and is required to comply with the requirements of the Act.

For the purposes of Policy and Regulation 1642, "employee" means an individual engaged in service for compensation to a local school district, regional school district, county vocational school, or charter school of the State who is not provided sick leave with full pay pursuant to N.J.S.A. 18A:30-2 or any other law, rule, or regulation of New Jersey and is eligible to accrue earned sick leave in accordance with the requirements of the Act.

In accordance with the provisions of N.J.S.A. 34:11D-2, for every thirty hours worked, an employee eligible to accrue earned sick leave under the Act shall accrue one hour of earned sick leave commencing no later than October 29, 2018.

The employer will not provide an employee with the full complement of earned sick leave for a benefit year as required under N.J.S.A. 34:11D-2 on the first day of each benefit year in accordance with the provisions of N.J.S.A. 34:11D-2.a.

The employer will not permit the employee to accrue or use in any benefit year, or carry forward from one benefit year to the next, more than forty hours of earned sick leave.

Unless the employee has accrued earned sick leave prior to October 29, 2018, the earned sick leave shall begin to accrue on October 29, 2018 for any employee who is hired and commences employment before October 29, 2018 and the employee shall be eligible to use the earned sick leave beginning February 26, 2019 after the employee commences employment.

If the employee's employment commences after October 29, 2018, the earned sick leave shall begin to accrue upon the date that employment commences. The employee shall be eligible to use the earned sick leave as soon as employment commences and have accumulated accrued hours.

The employer shall be in compliance with N.J.S.A. 34:11D-2 if the employer offers paid time off to an employee, which is fully paid and shall include, but is not limited to personal days, vacation days, and sick days, and may be used for the purposes of N.J.S.A. 34:11D-3 in the manner provided by the Act, and is accrued at a rate equal to or greater than the rate described in N.J.S.A. 34:11D-2.

The employer shall pay the employee for earned sick leave at the same rate of pay with the same benefits as the employee normally earns, except that the pay rate shall not be less than the minimum wage required for the employee pursuant to N.J.S.A. 34:11-56a4.

The employer shall permit an employee to use the earned sick leave accrued pursuant to the Act for any of the reasons outlined in N.J.S.A. 34:11D-3.a.

No employer shall take retaliatory personnel action or discriminate against an employee who accrues sick leave under the Act because the employee requests or uses earned sick leave either in accordance with the Act or the employer's own earned sick leave policy for employees covered under the Act. Any complaints alleging a violation of the Act shall be filed in accordance with the provisions of N.J.S.A. 34:11D-4.

In accordance with N.J.S.A. 34:11D-5, failure of the employer to comply with the provisions of the Act shall be regarded as a failure to meet the wage payment requirements of the "New Jersey State Wage and Hour Law."

The employer shall retain records documenting hours worked and earned sick leave taken by employees covered under the Act in accordance with the provisions of N.J.S.A. 34:11D-6.

The employer shall provide notification, in a form issued by the Commissioner of Labor and Workforce Development, to employees of their rights under the Act; post the notification; and provide a copy of the notification to employees eligible to accrue earned sick leave under the Act in accordance with the provisions of N.J.S.A. 34:11D-7.

N.J.S.A. 34:11D-1 through 34:11D-11

Adopted:

## HEALTH AND PHYSICAL EDUCATION (M)

2422

### M

The Board of Education requires all students to participate in a comprehensive, sequential, health and physical education program aligned with the New Jersey Student Learning Standards (NJSLS) that emphasizes the natural interdisciplinary connection between wellness and health and physical education. The primary focus of the NJSLS is the development of knowledge and skills that influence healthy behaviors within the context of self, family, school, and the local and global community.

The NJSLS incorporate New Jersey statutes related to health and well-being of students in New Jersey schools. The following statutes incorporated into the NJSLS include, but are not limited to, the following requirements:

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.
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) 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.
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 5.3) requires the development of Lyme Disease curriculum guidelines and training to all teaching staff members who instruct students with Lyme Disease.
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 N.J.S.A. 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 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.
16. Sexually Explicit Images through Electronic Means (N.J.S.A. 18A:35-4.32 and 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. Other Statutory or Administrative Codes. The Board will incorporate into its health and physical education curriculum any other requirements of the NJSLs in Comprehensive Health and Physical Education.

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 his/her 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 of Education 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 of Education 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 mean 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.

A copy of the NJSLS for Comprehensive Health and Physical Education and all related curriculum/course guides and instructional material shall be available for public inspection in each school.

N.J.S.A. 18A:35-4.31; 18A:35-5; 18A:35-7; 18A:35-8

Adopted:

PRACTICE AND PRE-SEASON HEAT-ACCLIMATION FOR SCHOOL-SPONSORED ATHLETICS AND EXTRA-CURRICULAR ACTIVITIES

2431.3

The Board of Education adopts this Policy as a measure to protect the safety, health, and welfare of students participating in school-sponsored athletic programs and extra-curricular activities. The Board believes practice and pre-season heat-acclimation guidelines for students will minimize injury and enhance a student's health, performance, and well-being.

Therefore, the Board of Education requires the implementation of the practice and pre-season heat-acclimation procedures as recommended by the New Jersey State Interscholastic Athletic Association (NJSIAA) for students participating in all school-sponsored athletic programs and extra-curricular activities during warm weather months. The Superintendent of Schools or designee shall ensure the implementation of the Practice and Pre-Season Heat-Acclimation Procedures.

The Superintendent of Schools or designee may reduce practice times or adjust other provisions that would reduce a student's exertion if weather and/or temperature warrant such action.

This Policy and the school district's practice and pre-season heat-acclimation procedure shall be approved by the school district's physician prior to implementation.

Adopted:



## EDUCATIONAL PROGRAM EVALUATION (M)

2610

### M

The Board of Education directs the Superintendent to develop and implement a systematic plan for the continuous evaluation of the educational program against the educational goals established by this Board. The Superintendent shall employ such tests and methods that will ensure decision making is data driven and a variety of sources of data are used to analyze and monitor student achievement and progress, as well as evaluate school programs. Wherever possible, the assessment program shall follow evaluation procedures set forth in the course guides.

The Superintendent shall maintain a calendar of assessment activities and shall make periodic evaluation reports to the Board that evaluate the progress of students and the effectiveness of staff members. The Superintendent shall use multiple (more than two) sources of data to monitor student achievement and the progress of students. The Superintendent shall also use multiple (more than two) sources of data to evaluate the effectiveness of programs, initiatives, and strategies.

The Board will annually make available to the public the collective progress of students toward the goals of the district. The Board will annually, prior to the end of the school year and in conjunction with appropriate members of the administrative staff, conduct a review of the educational progress of the district, assess district and student needs, and establish long range and short range objectives for the educational program. The Board's annual report will be submitted to the Commissioner of Education as required.

The Superintendent shall annually recommend improvements in the educational program based on the Board's evaluation of the district's program. The Board reserves the right to employ experts from outside the school district to serve in the evaluation process.

N.J.S.A. 18A:7A-11

N.J.A.C. 6A:8-4.1 et seq.

N.J.A.C. 6A:19-2.6 [**vocational districts**]

Adopted:

TEACHING STAFF MEMBER/SCHOOL DISTRICT REPORTING  
RESPONSIBILITIES (M)

3159

**M**

The Board of Education and all certificate holders shall adhere to the reporting requirements outlined in N.J.A.C. 6A:9B-4.3 and N.J.S.A. 18A:16-1.3. For the purpose of this Policy, "certificate holders" shall include all individuals who hold certificates, credentials, certificates of eligibility (CEs), and certificates of eligibility with advance standing (CEASs) issued by the New Jersey State Board of Examiners. For purposes of this Policy, the term "certificate" shall include all standard, emergency and provisional certificates, all credentials, and all CEs and CEASs issued by the New Jersey State Board of Examiners.

All certificate holders shall report an arrest or indictment for any crime or offense to the Superintendent within fourteen calendar days of their arrest or indictment in accordance with the provisions of N.J.A.C. 6A:9B-4.3. The report submitted to the Superintendent shall include the date of arrest or indictment and charge(s) lodged against the certificate holder. Such certificate holders shall also report to the Superintendent the disposition of any charge within seven calendar days of the disposition. Failure to comply with these reporting requirements may be deemed "just cause" for revocation or suspension of certification pursuant to N.J.A.C. 6A:9B-4.4. The school district shall make these reporting requirements known to all new employees upon initial employment and to all employees on an annual basis.

The Superintendent shall notify the New Jersey State Board of Examiners when:

1. Tenured teaching staff members who are accused of criminal offenses or unbecoming conduct resign or retire from their positions;
2. Nontenured teaching staff members, including substitute teachers, who are accused of criminal offenses or unbecoming conduct resign, retire, or are removed from their positions;
3. A certificate holder fails to maintain any license, certificate, or authorization that is mandated pursuant to N.J.A.C. 6A:9B for the holder to serve in a position;
4. The Superintendent becomes aware that a certificate holder has been convicted of a crime or criminal offense while in the district's employ; or
5. The Superintendent has received a report from the Department of Children and Families substantiating allegations of abuse or neglect, or establishing "concerns" regarding a certificated teaching staff member.

The school district shall cooperate with the New Jersey State Board of Examiners in any proceeding arising from an order to show cause issued by the New Jersey State Board of Examiners and based on information about the certificate holder that the school district provided.

The Superintendent shall also notify the New Jersey State Board of Examiners, in accordance with the provisions of N.J.S.A. 18A:16-1.3, whenever a nontenured, certificated employee is dismissed prior to the end of the school year for just cause as a result of misconduct in office. This notification requirement shall not apply in instances where the employee's contract is not renewed. The Superintendent will comply with the additional notice requirements to the New Jersey State Board of Examiners in the event it is subsequently determined by a disciplinary grievance arbitration, a court, or an administrative tribunal of competent jurisdiction that the basis for the dismissal did not constitute misconduct in office. In addition, whenever the Superintendent notifies the New Jersey State Board of Examiners of an employee's dismissal for reasons of misconduct in accordance with the provisions of N.J.S.A. 18A:16-1.3, the employee shall receive a simultaneous copy of the notifying correspondence.

In the event the Board of Education determines, pursuant to a tenure charge finding under N.J.S.A. 18A:6-10 or a disorderly person conviction under N.J.S.A. 9:6-8.14, that a teaching staff member has failed to report an allegation of child abuse in accordance with State law or regulations, the Board shall submit a report to the New Jersey State Board of Examiners that outlines its findings. The New Jersey State Board of Examiners shall review the certification of the teaching staff member to determine if the teaching staff member's failure to report warrants the revocation or suspension of his/her certificate. In accordance with N.J.S.A. 9:6-8.14, any person failing to report an act of child abuse, having reasonable cause to believe that an act of child abuse has been committed, may be deemed a disorderly person.

N.J.S.A. 9:6-8.14; 18A:6-10; 18A:6-38.5; 18A:16-1.3  
N.J.A.C. 6A:9B-4.3; 6A:9B-4.4

Adopted:

## USE, POSSESSION, OR DISTRIBUTION OF SUBSTANCES (M)

3218

### M

The Board of Education recognizes a teaching staff member who reports to work under the influence of a substance poses a significant threat to their health, safety, and welfare and the health, safety, and welfare of others, including students and other staff members. The Board strongly advises any teaching staff member that has a dependency on a substance as defined in this Policy to seek appropriate treatment. The Board has an obligation and the right to maintain a safe and healthy work environment and adopts this Policy as an important component toward maintaining a safe environment in the school district.

For the purpose of this Policy, "substance" or "substances" as defined in N.J.S.A. 18A:40A-9 and N.J.A.C. 6A:16-4.1(a) means alcoholic beverages; any controlled dangerous substances, including anabolic steroids as defined in N.J.S.A. 24:21-2 and N.J.S.A. 2C:35-2; any chemical or chemical compound which releases vapors or fumes causing a condition of intoxication; inebriation, excitement, stupefaction, or dulling of the brain or nervous system, including, but not limited to, glue containing a solvent having the property of releasing toxic vapors or fumes as defined in N.J.S.A. 2C:35-10.4; and over-the-counter and prescription medications that are improperly used to cause intoxication, inebriation, excitement, stupefaction, or dulling of the brain or nervous system.

A teaching staff member shall be required to submit to an immediate medical examination to include a substance test if the Principal or designee has reasonable suspicion to believe a teaching staff member is under the influence of a substance during work hours or at a school-sponsored function where the teaching staff member has been assigned job responsibilities. Refusal by a teaching staff member to consent to the medical examination including a substance test will be deemed a positive test result for substances. In the event the results of the medical examination and substance test are not provided to the Superintendent, within twenty-four hours or as soon as the test results are available, it will be deemed a positive test result for substances and the teaching staff member shall be subject to appropriate discipline. Any required medical examination and testing shall be paid for by the Board.

In the event the Board physician determines the teaching staff member was under the influence of a substance, the determination shall be reported to the Superintendent and the teaching staff member will be subject to appropriate discipline. Appropriate discipline may include, but not be limited to, withholding an increment, terminating a non-tenured teaching staff member, and/or filing tenure charges for a tenured teaching staff member in accordance with law. The teaching staff member will be afforded the opportunity to have positive test results confirmed using acceptable confirmation test practices. This confirmation test shall be paid for by the teaching staff member.

In the event a teaching staff member's medical examination and substance test results are negative for a substance or if the Board physician determines the teaching staff member was not under the influence of a substance, the results or determination shall be reported to the Superintendent and the teaching staff member shall be returned to their position unless the Superintendent has a reason the teaching staff member should not be returned to their position.

In accordance with the requirements of N.J.A.C. 6A:16-6.3(a), any staff member who, in the course of their employment, has reason to believe a staff member has unlawfully possessed or in any way been involved in the distribution of a controlled dangerous substance, including anabolic steroids, or drug paraphernalia, shall report the matter as soon as possible to the Principal, or in the absence of the Principal, the Principal's designee responsible at the time of the alleged violation. Either the Principal or designee shall notify the Superintendent who shall notify, as soon as possible, the County Prosecutor or other law enforcement official designated by the County Prosecutor to receive such information. The Superintendent or designee shall provide to the County Prosecutor or designee all known information concerning the matter, including the identity of the staff member involved.

In accordance with the provisions of N.J.A.C. 6A:16-6.3(a)3, the Superintendent or designee shall not disclose the identity of a staff member who has voluntarily sought and participated in an appropriate treatment or counseling program for an alcohol or drug abuse problem, provided the staff member is not reasonably believed to be involved or implicated in drug-distribution activities. An admission by a staff member in response to questioning initiated by the Principal or designee or following the discovery by the Principal or designee of a controlled dangerous substance, including anabolic steroids, or drug paraphernalia, shall not constitute a voluntary, self-initiated request for counseling and treatment.

A staff member who unlawfully possessed or in any way has been involved in the distribution of a controlled dangerous substance, including anabolic steroids or drug paraphernalia, pursuant to N.J.A.C. 6A:16-6.3, shall be subject to appropriate discipline which may include, but not be limited to, termination of a non-tenured teaching staff member or the filing of tenure charges for a tenured teaching staff member in accordance with law.

42 CFR Part 2

N.J.S.A. 18A:16-3; 18A:40A-9

N.J.A.C. 6A:16-4.1; 6A:16-6.3; 6A:16-6.5

Adopted:

## USE, POSSESSION, OR DISTRIBUTION OF SUBSTANCES (M)

4218

M

The Board of Education recognizes a support staff member who reports to work under the influence of a substance poses a significant threat to their health, safety, and welfare and the health, safety, and welfare of others, including students and other staff members. The Board strongly advises any support staff member that has a dependency on a substance as defined in this Policy to seek appropriate treatment. The Board has an obligation and the right to maintain a safe and healthy work environment and adopts this Policy as an important component toward maintaining a safe environment in the school district.

For the purpose of this Policy, "substance" or "substances" as defined in N.J.S.A. 18A:40A-9 and N.J.A.C. 6A:16-4.1(a) means alcoholic beverages; any controlled dangerous substances, including anabolic steroids as defined in N.J.S.A. 24:21-2 and N.J.S.A. 2C:35-2; any chemical or chemical compound which releases vapors or fumes causing a condition of intoxication, inebriation, excitement, stupefaction, or dulling of the brain or nervous system, including, but not limited to, glue containing a solvent having the property of releasing toxic vapors or fumes as defined in N.J.S.A. 2C:35-10.4; and over-the-counter and prescription medications that are improperly used to cause intoxication, inebriation, excitement, stupefaction, or dulling of the brain or nervous system.

A support staff member shall be required to submit to an immediate medical examination to include a substance test if the support staff member's supervisor has reasonable suspicion to believe a support staff member is under the influence of a substance during work hours or at a school-sponsored function where the support staff member has been assigned job responsibilities. Refusal by a support staff member to consent to the medical examination including a substance test will be deemed a positive result for substances. In the event the results of the medical examination and substance test are not provided to the Superintendent, within twenty-four hours or as soon as the test results are available, it will be deemed a positive result for substances and the support staff member shall be subject to appropriate discipline. Any required medical examination and testing shall be paid for by the Board.

In the event the Board physician determines the support staff member was under the influence of a substance, the determination shall be reported to the Superintendent and the support staff member will be subject to appropriate discipline. Appropriate discipline may include, but not be limited to, withholding an increment, terminating a non-tenured support staff member, and/or filing tenure charges for a tenured support staff member in accordance with law. The support staff member will be afforded the opportunity to have

positive test results confirmed using acceptable confirmation test practices. This confirmation test shall be paid for by the support staff member.

In the event a support staff member's medical examination and substance test results are negative for a substance or if the Board physician determines the support staff member was not under the influence of a substance, the results or determination shall be reported to the Superintendent and the support staff member shall be returned to their position unless the Superintendent has a reason the support staff member should not be returned to their position.

In accordance with the requirements of N.J.A.C. 6A:16-6.3(a), any staff member who, in the course of their employment, has reason to believe a staff member has unlawfully possessed or in any way been involved in the distribution of a controlled dangerous substance, including anabolic steroids, or drug paraphernalia, shall report the matter as soon as possible to the Principal, or in the absence of the Principal, to the staff member's supervisor responsible at the time of the alleged violation. Either the Principal or the staff member's supervisor responsible at the time of the alleged violation shall notify the Superintendent who shall notify, as soon as possible, the County Prosecutor or other law enforcement official designated by the County Prosecutor to receive such information. The Superintendent or designee shall provide to the County Prosecutor or designee all known information concerning the matter, including the identity of the staff member involved.

In accordance with the provisions of N.J.A.C. 6A:16-6.3(a)3, the Superintendent or designee shall not disclose the identity of a staff member who has voluntarily sought and participated in an appropriate treatment or counseling program for an alcohol or drug abuse problem, provided the staff member is not reasonably believed to be involved or implicated in drug-distribution activities. An admission by a staff member in response to questioning initiated by the Principal or Superintendent's designee or following the discovery by the Principal or Superintendent's designee of a controlled dangerous substance, including anabolic steroids, or drug paraphernalia, shall not constitute a voluntary, self-initiated request for counseling and treatment.

A staff member who unlawfully possessed or in any way has been involved in the distribution of a controlled dangerous substance, including anabolic steroids or drug paraphernalia, pursuant to N.J.A.C. 6A:16-6.3, shall be subject to appropriate discipline which may include, but not be limited to, termination of a non-tenured support staff member or the filing of tenure charges for a tenured support staff member in accordance with law.

42 CFR Part 2

N.J.S.A. 18A:16-3; 18A:40A-9

N.J.A.C. 6A:16-4.1; 6A:16-6.3; 6A:16-6.5

Adopted:



## ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS (M)

5111

### M

~~The Board of Education shall admit to its schools, free of charge, persons over five and under twenty years of age, pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education.~~

#### Eligibility to Attend School

The Board shall admit students eligible to attend school free of charge that are domiciled within the district as defined in N.J.A.C. 6A:22-3.1.

A child who is domiciled within the school district and resides with a parent or guardian who is a member of the New Jersey National Guard or a member of the reserve component of the armed forces of the United States who is ordered into active military service in a time of war or national emergency shall be permitted to remain enrolled in the school district in which the child is domiciled at the time of the parent or guardian being ordered into active military service, regardless of where the child resides during the period of active duty. Following the return of the child's parent or guardian from active military service, the child's eligibility to remain enrolled in the school district pursuant to N.J.S.A. 18A:38-3.1 shall cease at the end of the current school year unless the child is domiciled in the school district.

The Board shall also admit any student that is kept in the home of a person other than the student's parent or guardian, where the person is domiciled in the school district and is supporting the student without remuneration as if the student were his or her own child in accordance with N.J.A.C. 6A:22-3.2. A student is only eligible to attend school in the district pursuant to N.J.A.C. 6A:22-3.2 if the student's parent or guardian files, together with documentation to support its validity, a sworn statement that he or she is not capable of supporting or providing care for the student due to family or economic hardship and the student is not residing with the other person solely for the purpose of receiving a free public education. In addition, the person keeping the student must file, if so required by the Board of Education, a sworn statement that he or she: is domiciled within the school district; is supporting the child without remuneration and intends to do so for a time longer than the school term; will assume all personal obligations for the student relative to school requirements; and provides a copy of his or her lease if a tenant, a sworn landlord's statement if residing as a tenant without a written lease, or a mortgage or tax bill if an owner. Pursuant to N.J.S.A. 18A:38-1.c, any person who fraudulently allows a child of another person to use his or her residence and is not the primary financial supporter of that child and any person who fraudulently claims to have given up custody of his or her child to a person in another district commits a disorderly persons offense.

A student is eligible to attend school in this school district free of charge pursuant to N.J.S.A. 18A:38-1.b if the student is kept in the home of a person domiciled in the school district, who is not the parent or guardian and the parent or guardian is a member of the New Jersey National Guard or the reserve component of the United States armed forces and has been ordered into active military service in the United States armed forces in time of war or national emergency. Eligibility under this provision shall cease at the end of the current school year during which the parent or guardian returns from active military duty.

A student is eligible to attend school in this school district free of charge pursuant to N.J.S.A. 18A:38-1.d if the student's parent or guardian temporarily resides within the school district and elects to have the student attend the school district of temporary residence, notwithstanding the existence of a domicile elsewhere. When required by the Board of Education, the parent or guardian shall demonstrate the temporary residence is not solely for purposes of a student attending the school district of temporary residence. When one of a student's parents or guardians temporarily resides in the school district while the other is domiciled or temporarily resides elsewhere, eligibility to attend school shall be determined in accordance with the criteria of N.J.A.C. 6A:22-3.1(a)1.i.

A student is eligible to attend this school district free of charge:

1. If the student's parent or guardian moves to another school district as the result of being homeless, subject to the provisions of N.J.A.C. 6A:17-2 - Education of Homeless Children;
2. If the student is placed by court order or by a society, agency, or institution in the home of a school district resident pursuant to N.J.S.A. 18A:38-2;
3. If the student previously resided in the school district and if the parent or guardian is a member of the New Jersey National Guard or the United States reserves and has been ordered to active service in time of war or national emergency, resulting in the relocation of the student out of the school district, pursuant to N.J.S.A. 18A:38-3.b. The school district shall not be obligated for transportation costs; and
4. If the student resides on Federal property within the State pursuant to N.J.S.A. 18A:38-7.7 et seq.

Notwithstanding the provisions of N.J.S.A. 18A:38-1 or any other law, rule, or regulation to the contrary, a student who moves out of the school district as a result of domestic violence, sexual abuse, or other family crises shall be permitted to remain enrolled in the school district for the remainder of the school year in pursuant to N.J.S.A. 18A:38-1.1 and in accordance with the provisions of N.J.A.C. 6A:22-3.2(h). If the student remains enrolled in the school district for the remainder of the school year, the school district shall provide transportation services to the student, provided the student lives remote from

school, and the State shall reimburse the school district for the cost of the transportation services. Nothing in N.J.S.A. 18A:38-1.1 shall be construed to affect the rights of homeless students pursuant to N.J.S.A. 18A:7B-12, N.J.S.A. 18A:7B-12.1, or any other applicable State or Federal law.

A student's eligibility to attend this school shall not be affected by the physical condition of an applicant's housing or his or her compliance with local housing ordinances or terms of lease.

Except as set forth in N.J.A.C. 6A:22-3.3(b)1, immigration/visa status shall not affect eligibility to attend school and the school district shall not condition enrollment in the school district on immigration status. A student's immigration/visa status and their eligibility to attend school shall be in accordance with N.J.A.C. 6A:22-3.3(b) and Regulation 5111.

#### Proof of Eligibility

The Board of Education shall accept a combination of forms of documentation from persons attempting to demonstrate a student's eligibility for enrollment in the school district in accordance with the provisions of N.J.A.C. 6A:22-3.4. The Board of Education shall consider the totality of information and documentation offered by an applicant, and shall not deny enrollment based on failure to provide a particular form or subset of documents without regard to other evidence presented.

The Board of Education shall not condition enrollment on the receipt of information or documents protected from disclosure by law, or pertaining to criteria that are not a legitimate basis for determining eligibility to attend school as outlined in N.J.A.C. 6A:22-3.4(d). The Board of Education may consider, in a manner consistent with Federal law, documents or information referenced in N.J.A.C. 6A:22-3.4(d) or pertinent parts thereof if voluntarily disclosed by the applicant. The Board of Education may not, directly or indirectly, require or request such disclosure as an actual or implied condition of enrollment. However, in the case of a dispute between the school district and the parent or guardian of a student in regard to the student's eligibility to enroll in the school district or to remain enrolled in the school district pursuant to the provisions of N.J.S.A. 18A:38-1, the school district may request from the New Jersey Motor Vehicle Commission the parent or guardian's name and address for use in verifying a student's eligibility for enrollment in the school district in accordance with the provisions of N.J.S.A. 18A:38-1.3.

#### Registration Forms and Procedures for Initial Assessment

Registration and initial determinations of eligibility will be in accordance with N.J.A.C. 6A:22-4.1. The Board of Education shall use Commissioner-provided registration forms or locally developed forms that are consistent with the forms provided by the Commissioner. A district-level administrator designated by the Superintendent shall be

clearly identified to applicants and available to assist persons who experience difficulties with the enrollment process.

Initial eligibility determinations shall be made upon presentation of an enrollment application, and enrollment shall take place immediately except in cases of clear, uncontested denials. Enrollment shall take place immediately when an applicant has provided incomplete, unclear, or questionable information, but the applicant shall be notified that the student will be removed from the school district if defects in the application are not corrected, or an appeal is not filed, in accordance with subsequent notice to be provided pursuant to N.J.A.C. 6A:22-4.2.

When a student appears ineligible based on the information provided in the initial application, the school district shall issue a preliminary written notice of ineligibility, including an explanation of the right to appeal to the Commissioner of Education. Enrollment shall take place immediately if the applicant clearly indicates disagreement with the district's determination and an intent to appeal to the Commissioner of Education. An applicant whose student is enrolled pursuant to this provision shall be notified that the student will be removed, without a hearing before the Board, if no appeal is filed within the twenty-one day period established by N.J.S.A. 18A:38-1.

When enrollment is denied and no intent to appeal is indicated, applicants shall be advised they shall comply with compulsory education laws. When the student is between the ages of six and sixteen, applicants also shall be asked to complete a written statement indicating the student will be attending school in another school district or nonpublic school, or receiving instruction elsewhere than at a school pursuant to N.J.S.A. 18A:38-25. In the absence of this written statement, designated staff shall report to the school district of actual domicile or residence, or the Department of Children and Families, a potential instance of "neglect" for the purposes of ensuring compliance with compulsory education law, N.J.S.A. 9:6-1. Staff shall provide the school district or the Department of Children and Families with the student's name, the name(s) of the parent/guardian/resident, and the student's address to the extent known. Staff shall also indicate admission to the school district has been denied based on residency or domicile, and there is no evidence of intent to arrange for the child to attend school or receive instruction elsewhere.

Enrollment or attendance at the school shall not be conditioned on advance payment of tuition when enrollment is denied and an intent to appeal is indicated, or when enrollment is provisional and subject to further review or information. The Board of Education shall ensure the registration process identifies information suggesting an applicant may be homeless so procedures may be implemented in accordance with N.J.A.C. 6A:17-2, Education of Homeless Children. Enrollment or attendance in the school district shall not be denied based upon the absence of the certified copy of the student's birth certificate or other proof of a student's identity as required within thirty days of initial enrollment, pursuant to N.J.S.A. 18A:36-25.1.

Enrollment in the school district shall not be denied based upon absence of student medical information. However, actual attendance at school may be deferred until the student complies with student immunization rules set forth in N.J.A.C. 8:57-4.

When enrollment in the school district, attendance at school, or the receipt of educational services in the regular education program appears inappropriate, the student shall not be denied based upon the absence of a student's prior educational record. However, the applicant shall be advised the student's initial educational placement may be subject to revision upon the school district's receipt of records or further assessment of the student.

#### Notice of Ineligibility

When a student is found ineligible to attend the school district pursuant to N.J.A.C. 6A:22 or the student's initial application is found to be deficient upon subsequent review or investigation, the school district immediately shall provide to the applicant notice that is consistent with Commissioner-provided sample form(s) and meets requirements of N.J.A.C. 6A:22-4 et seq. Notices shall be in writing; in English and in the native language of the applicant; issued by the Superintendent; and directed to the address at which the applicant claims to reside. Notices of ineligibility shall include information as outlined in N.J.A.C. 6A:22-4.2.

#### Removal of Currently Enrolled Students

Nothing in N.J.A.C. 6A:22 et seq. and this Policy shall preclude the Board of Education from identifying through further investigation or periodic requests for revalidation of eligibility, students enrolled in the school district who may be ineligible for continued attendance due to error in initial assessment, changed circumstances, or newly discovered information.

When a student who is enrolled and attending school based on an initial eligibility determination is later determined to be ineligible for continued attendance, the Superintendent may apply to the Board of Education for the student's removal in accordance with the provisions of N.J.A.C. 6A:22-4.3. No student shall be removed from school unless the parent, guardian, adult student, or resident keeping an "affidavit student" (as defined in N.J.A.C. 6A:22-1.2) has been informed of his or her entitlement to a hearing before the Board of Education. Once the hearing is held, or if the parent, guardian, adult student or resident keeping an "affidavit student", does not respond within the designated time frame to the Superintendent's notice or appear for the hearing, the Board of Education shall make a prompt determination of the student's eligibility and shall immediately provide notice in accordance with N.J.A.C. 6A:22-4.2. Hearings required pursuant to N.J.A.C. 6A:22-4.3 may be conducted by the full Board or a Board Committee, at the discretion of the full Board. If the hearing(s) is conducted by a Board Committee, the Committee shall make a recommendation to the full Board for action. No student may be removed except by vote of the Board taken at a meeting duly convened and conducted pursuant to N.J.S.A. 10:4-6 et seq., the Open Public Meetings Act.

## Appeal to the Commissioner

An applicant may appeal to the Commissioner of Education the school district's determination that a student is ineligible to attend its schools. Appeals shall be initiated by petition which shall be filed in accordance with N.J.S.A. 18A:38-1 and N.J.A.C. 6A:3-8.1 and shall proceed as a contested case pursuant to N.J.A.C. 6A:3. Pursuant to N.J.S.A. 18A:38-1.b(1), appeals of "affidavit student" eligibility determinations shall be filed by the resident keeping the student.

## Assessment and Calculation of Tuition

If no appeal to the Commissioner is filed following notice of an ineligibility determination, the Board of Education may assess tuition, for up to one year of a student's ineligible attendance, including the twenty-one day period provided by N.J.S.A. 18A:38-1 for appeal to the Commissioner. Tuition will be assessed and calculated in accordance with N.J.A.C. 6A:22-6.3 et seq. If the responsible party does not pay the tuition assessment, the Board of Education may petition the Commissioner pursuant to N.J.A.C. 6A:3 for an order assessing tuition, enforceable in accordance with N.J.S.A. 2A:58-10 through recording, upon request of the Board of Education pursuant to N.J.A.C. 6A:3-12, on the judgment docket of the Superior Court, Law Division.

If an appeal to the Commissioner is filed and the petitioner does not sustain the burden of demonstrating the student's right to attend the school district, or the petitioner withdraws the appeal, fails to prosecute, or abandons the appeal by any means other than settlement agreeing to waive or reduce tuition, the Commissioner may assess tuition in accordance with the provisions of N.J.A.C. 6A:22-6.2(a). Upon the Commissioner's finding that an appeal has been abandoned, the Board of Education may remove the student from school and seek tuition in accordance with N.J.A.C. 6A:22-6.2.

## Nonresident Students

The admission of a nonresident student to school free of charge must be approved by the Board. No student otherwise eligible shall be denied admission on the basis of the student's race, color, creed, religion, national origin, ancestry, age, marital status, affectational or sexual orientation or sex, social or economic status, or disability. The continued enrollment of any nonresident student shall be contingent upon the student's maintenance of good standards of citizenship and discipline.

Students whose parent or guardian have moved away from the school district on or after May 1<sup>st</sup> and twelfth grade students whose parent or guardian have moved away from the school district on or after May 1st will be permitted to finish the school year in this school district without payment of tuition.

## Children of District Employees

Children of Board of Education employees who do not reside in this school district may be admitted to school in this district without payment of tuition, provided that the educational program of such children can be provided within school district facilities.

#### Other Nonresident Students

~~Other nonresident students, otherwise eligible for attendance may be admitted to this school district with payment of tuition and Board approval.~~

#### F-1 Visa Students

The school district will permit the attendance of F-1 Visa students into the school district only with the payment of full tuition and a signed tuition contract. The district may require advance payment of full tuition before providing the requested I-20 Form, in accordance with the provisions of Federal regulation 8 CFR 214.3. An F-1 Visa is granted to a foreign student through an application process that must include, but is not limited to, signed approval by the receiving school district exhibiting the receiving school district will accept the foreign student for enrollment and the foreign student's proof of financial means to pay the full tuition to the receiving school district for the academic year.

N.J.S.A. 18A:38-1 et seq.; 18A:38-3; 18A:38-3.1

N.J.A.C. 6A:14-3.3; 6A:17-2.1 et seq.; 6A:22-1.1 et seq.  
8 CFR 214.3

Adopted:

## SERVICE ANIMALS

5337

In compliance with Title II of the Americans with Disabilities Act (ADA) as amended by the ADA Amendments Act of 2008, it is the Policy of the Board to permit use of a service animal by an individual with a disability in all areas of the district where the public is normally permitted: in district buildings; on district property; and on vehicles owned, leased, or controlled by the district. (28 CFR §35.136)

### A. Definitions

1. "Act" means the Americans with Disabilities Act (ADA) as amended by the ADA Amendments Act of 2008.
2. "Designated administrator" means Principal or person designated by the Principal to coordinate these activities.
3. "District" means this school district.
4. "Handler" means the animal's owner who is an individual with a disability or a person, such as a trainer, assisting the owner with control of the service animal.
5. "Service animal" means a dog individually trained to do work or perform a specific job or task for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. (28 CFR §36.104)
  - a. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition.
  - b. The work or tasks performed by a service animal must be directly related to the individual's disability (e.g. navigation, alerting physical support and assistance, preventing or interrupting impulsive or destructive behaviors).
  - c. Work or tasks for the purposes of this definition do not include the provision of emotional support, well-being, comfort, therapy, companionship, or crime deterrence.

### B. Generally

1. The district shall permit the use of a service animal by an individual with a disability unless:



- a. The animal is out of control and the animal's handler does not take effective action to control it;
- b. The animal is not housebroken.

~~2. A service animal shall have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control (e.g. voice control, signals, or other effective means). (28 CFR §35.136(d))~~

3. If an animal is properly excluded, the district shall give the individual with a disability the opportunity to participate in the service, program, or activity without having the service animal on the premises. (28 CFR §35.136(b))

4. If there are places in the district where it is determined to be unsafe for a handler and service animal, reasonable accommodations will be provided to assure the individual with a disability has equal access to the activity.

5. Unless the need for a service animal is readily apparent, the individual with a disability or his/her parent will be required to provide the district with information that:

- a. The service animal is required because of a disability; and
- b. What work or task the animal has been trained to perform.

6. The district may not require documentation, including proof that the animal has been certified, trained, or licensed as a service animal; nor that the dog demonstrates its ability to perform the work or task. (28 CFR §35.136(f))

7. Individuals with a disability who have service animals are not exempt from local animal control or public health requirements.

8. Service animals must be licensed and registered in accordance with State and local laws.

### C. Delegation of Responsibility

1. The district is not responsible for the care or supervision of a service animal, in accordance with 28 CFR §35.136(e).

- a. The district is not responsible to pay for or provide a handler to aid the individual with a disability in the control of the service animal.
  - b. The district is responsible to provide assistance to an individual with a disability in performing the tasks required of the individual for the care and maintenance of the service animal.
2. If the district normally charges individuals for damage they cause, an individual with a disability may be charged for damage caused by his or her service animal. (28 CFR §35.136(h))
  3. The district will designate relief areas for the service animal which will be included in mobility training and orientation of students and animals new to the school.

D. Notification and Responsibilities

1. In the event a service animal will be introduced as part of the school community, the designated administrator will develop a comprehensive implementation plan prior to introduction of the service animal into the school to include:
  - a. Notification to parents of students who may be in contact with the service animal;
  - b. Appropriate accommodations:
    - (1) For students who are allergic to the service animal; and/or
    - (2) For students who have fears regarding the service animal.
  - c. Appropriate etiquette regarding service animals to include:
    - (1) Never pet a service animal while it is working;
    - (2) Never feed a working service animal;
    - (3) Do not deliberately startle, tease, or taunt a service animal; and
    - (4) Do not hesitate to ask the handler if he or she would like assistance regarding directions for navigating the facility.
2. The use of a service animal introduced as part of the school community will require inclusion into the student's Individualized Education Plan (IEP) or the student's Section 504 Accommodation Plan.

3. The district may request, but cannot require, the owner of a service animal introduced as part of the school community and, as included in the student's IEP or Section 504 Accommodation Plan, maintain liability insurance for the service animal. The School Business Administrator/Board Secretary will ensure the school district has appropriate insurance in the event a service animal is introduced as part of the school community.

E. Miniature Horses

1. Miniature horses, although not included in the Act under the definition of "service animal," may only be permitted if individually trained to do work or perform tasks for the benefit of the individual with a disability and if they meet the assessment factors outlined in 3. below. (28 CFR §35.136(i))
2. Ponies and full size horses are not considered miniature horses.
3. Assessment factors to determine whether the district can reasonably modify its policies, practices, and procedures to allow for the use of miniature horses on its property, facilities, or vehicles include:
  - a. Type, size, and weight of the miniature horse and whether the facility can accommodate those features;
  - b. Whether the handler has sufficient control of the miniature horse;
  - c. Whether the miniature horse is housebroken; and
  - d. Whether the miniature horse's presence compromises legitimate safety requirements necessary for safe operation.
4. All requirements for the use of service animals also apply to the use of miniature horses.

28 CFR §35.136  
28 CFR §36.104

Adopted:

## SCHOOL DISTRICT ISSUED STUDENT IDENTIFICATION CARDS

5517

The Board of Education recognizes school building security measures are important for the safety and welfare of all students, staff, parents, and community members in school buildings. In recognizing this important responsibility, the Principal or designee may require students to carry a school district issued identification card (Identification Card).

An Identification Card will be issued to all students in all school buildings. The Principal or designee may require a student to present their Identification Card at any time during the school day or at any time during a school-sponsored activity on school grounds.

Notwithstanding any provision of this Policy, the Principal or designee may also require students carry an Identification Card at any school-sponsored, off-campus activity, including but not limited to, field trips or interscholastic sports programs pursuant to N.J.S.A. 18A:36-43a. The provisions of this Policy shall not be construed to require a student to carry the Identification Card while participating in an athletic contest or competition, an activity involving fine arts or performing arts, or any other activity that the Commissioner of Education determines does not require the physical possession of an Identification Card. An Identification Card used in accordance with N.J.S.A. 18A:36-43a shall include, but need not be limited to, the following information: the student's name; an up-to-date photograph; and the current school year.

Any student who fails to have the Identification Card in their possession or fails to present it when required may be denied access to an event or activity and may be subject to appropriate discipline.

An Identification Card issued in accordance with this Policy shall not be considered a government record pursuant to P.L. 1963, c.73 (N.J.S.A. 47:1A-1 et seq.), P.L. 2001, c.404 (N.J.S.A. 47:1A-5), or the common law concerning access to government records.

N.J.S.A. 18A:36-43

Adopted:

## REMOVAL OF STUDENTS FOR FIREARMS OFFENSES (M)

5611

### M

The Board of Education is committed to providing a safe and secure school environment to all students attending the public schools. To provide this environment, the Board of Education will implement policies and procedures regarding student offenses involving firearms, as defined in N.J.S.A. 2C:39-1(f) and 18 U.S.C. §921, pursuant to The Zero Tolerance For Guns Act, N.J.S.A. 18A:37-7 through N.J.S.A. 37-12.

Policy and Regulation 5611 shall apply to a student who is convicted or adjudicated delinquent for possession of a firearm on school grounds, convicted or adjudicated delinquent for committing a crime while in possession of a firearm on school grounds, or found knowingly in possession of a firearm on school grounds. A student, other than a student with a disability, convicted or adjudicated delinquent for these firearm offenses shall be immediately removed from the school's general education program for a period of not less than one calendar year and placed in an alternative education program according to the requirements of N.J.A.C. 6A:16-9.1 et seq. The Superintendent may modify on a case-by-case basis the removal of a general education student in accordance with N.J.A.C. 6A:16-5.5(b)1. A student with a disability convicted or adjudicated delinquent for these firearm offenses shall be immediately removed in accordance with the provisions of N.J.A.C. 6A:14 and applicable Federal regulations and shall receive a placement in accordance with N.J.A.C. 6A:14.

The Principal or designee shall remove the student in accordance with the requirements outlined in N.J.A.C. 6A:16-5.5(d), which includes notifying the appropriate law enforcement agency of a possible violation of the New Jersey Code of Criminal Justice.

If it is found that the removed student did not commit these firearm offenses, the student shall be immediately returned to the program from which he or she was removed.

The Superintendent shall make the final determination on whether the general education student removed in accordance with the requirements of N.J.A.C. 6A:16-5.5 and this Policy is prepared to return to the general education program or will remain in an alternative education program, pursuant to N.J.A.C. 6A:16-9.1 et seq., or receive home or other out-of-school instruction, pursuant to N.J.A.C. 6A:16-10 based on the criteria outlined in N.J.A.C. 6A:16-5.5(i).

If a student, other than a student with a disability, is removed from the general education program pursuant to N.J.A.C. 6A:16-5.5 and this Policy, and a placement in an alternative education program is not available, the general education student shall be provided home or other out-of-school instruction according to N.J.A.C. 6A:16-10.2 until placement is available.

The Superintendent of Schools biannually shall submit to the Commissioner of Education a report on each incident under N.J.A.C. 6A:16-5.5 utilizing the Student Safety Data System (SSDS), pursuant to N.J.A.C. 6A:16-5.3(d)1.

This Policy and Regulation 5611, implementing the requirements of N.J.A.C. 6A:16-5.5, shall be annually disseminated to all school staff, students, and parents.

N.J.S.A. 18A:37-1 et seq.

N.J.A.C. 6A:14-2.8 et seq.; 6A:16-5.5; 6A:16-6.1 et seq.;

6A:16-7.1 et seq.; 6A:16-8.1 et seq.;

6A:16-9.1 et seq.; 6A:16-10.2

Adopted:

ASSAULTS ON DISTRICT BOARD OF EDUCATION MEMBERS OR EMPLOYEES  
(M)

5612

**M**

Any student who commits an 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 district employee, or Board member acting in the performance of his or her duties and in a situation where his or her authority to act is apparent, or as a result of the victim's relationship to the school district, shall be immediately removed from school pursuant to N.J.S.A. 18A:37-2.1 and N.J.A.C. 6A:16-5.7.

A student, other than a student with a disability, who commits an assault as defined in N.J.S.A. 2C:12-1(a)1, shall be immediately removed from school consistent with due process procedures, pending a hearing pursuant to N.J.A.C. 6A:16-7.2 through 7.5. Nothing in N.J.S.A. 18A:37-2.1 or N.J.A.C. 6A:16-5.7 shall be construed as prohibiting the expulsion of a general education student. A student with a disability who commits an assault as defined in this Policy, shall be removed in accordance with N.J.A.C. 6A:14 and due process proceedings in accordance with N.J.A.C. 14-2.7 and 2.8.

In accordance with the provisions of N.J.S.A. 18A:37-2.1(a), said proceedings shall take place no later than thirty calendar days following the day on which the student is suspended. The decision of the Board shall be made within five days after the close of the hearing. Any appeal of the Board's decision shall be made to the Commissioner of Education within ninety days of the Board's decision. The provisions herein shall be construed in a manner consistent with 20 U.S.C. § 1400 et seq.

The Principal or designee shall remove, isolate, and place the student under the supervision of school staff until the student's parent or appropriate agency takes custody of the student. The Principal or designee will immediately report to the Superintendent the removal of the student and notify the student's parent of the removal action and the student's due process rights. The Principal or designee will notify the appropriate law enforcement official of a possible violation of the New Jersey Code of Criminal Justice.

In accordance with the provisions of N.J.S.A. 18A:37-2.1(b), whenever a teacher, administrator, Board member, other school district employee, or a labor representative on behalf of an employee makes an allegation in writing that the Board member or employee has been assaulted by a student, the Principal shall file a written report of the alleged assault with the Superintendent. The Superintendent shall report the alleged assault to the Board at its next regular meeting; provided that the name of the student who allegedly committed the assault, although it may be disclosed to the Board members, shall be kept confidential at the public Board of Education meeting.

Any person who fails to file a report of an alleged assault as required pursuant to N.J.S.A. 18A:37-2.1 and N.J.A.C. 6A:16-5.7 may be liable to disciplinary action by the Board.

The Superintendent of Schools biannually shall submit to the Commissioner of Education a report on each incident under N.J.A.C. 6A:16-5.7 utilizing the Student Safety Data System (SSDS), pursuant to N.J.A.C. 6A:16-5.3(e)1.

Policy and Regulation 5612, implementing the requirements of N.J.A.C. 6A:16-5.7, shall be annually disseminated to all school staff, students, and parents.

N.J.S.A. 18A:37-2.1

N.J.A.C. 6A:14-2.7; 6A:14-2.8; 6A:16-5.7; 6A:16-7.2;  
6A:16-7.3; 6A:16-7.4; 6A:16-7.5

Adopted:



## REMOVAL OF STUDENTS FOR ASSAULTS WITH WEAPONS OFFENSES (M)

5613

### M

The Board of Education is committed to providing a safe and secure school environment to all students attending the public schools. To provide this environment, the Board of Education will implement policies and procedures regarding a student who commits an assault, as defined under N.J.S.A. 2C:12-1(a)1, with a weapon, which includes, but is not limited to, items enumerated in N.J.S.A. 2C:39-1(r), except a firearm as defined by N.J.S.A. 2C:39-1(f) and 18 U.S.C. § 921, upon a teacher, administrator, other school Board employee, Board of Education member, or another student on school grounds, pursuant to N.J.S.A. 18A:37-2.2 through 2.5.

A student, other than a student with a disability, who commits an assault as defined above shall be immediately removed from the school's general education program for a period not exceeding one calendar year and placed in an alternative education program according to the requirements of N.J.A.C. 6A:16-9.1 et seq. The Superintendent may modify on a case-by-case basis the removal of a general education student in accordance with N.J.A.C. 6A:16-5.6(b)1. A student with a disability who commits an assault as defined above shall be immediately removed in accordance with the provisions of N.J.A.C. 6A:14 and applicable Federal regulations and shall receive a placement in accordance with N.J.A.C. 6A:14.

The Principal or designee shall remove the student in accordance with the requirements outlined in N.J.A.C. 6A:16-5.6(d), which includes notifying the appropriate law enforcement agency of a possible violation of the New Jersey Code of Criminal Justice.

If it is found that the removed student did not commit these offense(s), the student shall be immediately returned to the program for which he or she was removed.

If a student, other than a student with a disability, is removed from the general education program pursuant to N.J.A.C. 6A:16-5.6 and this Policy, and a placement in an alternative education program is not available, the general education student shall be provided home or other out-of-school instruction, according to N.J.A.C. 6A:16-10.2, until placement is available.

The Superintendent shall make the final determination on whether the general education student removed, in accordance with the requirements of N.J.A.C. 6A:16-5.6 and this Policy, is prepared to return to the general education program or will remain in an alternative education program or receive home or other out-of-school instruction based on the criteria outlined in N.J.A.C. 6A:16-5.6(i).

The Superintendent of Schools biannually shall submit to the Commissioner of Education a report on each incident and the circumstance surrounding the removal of students pursuant to N.J.A.C. 6A:16-5.6 utilizing the Student Safety Data System (SSDS), pursuant to N.J.A.C. 6A:16-5.3(e)1.

This Policy and Regulation 5613, implementing the requirements of N.J.A.C. 6A:16-5.6, shall be annually disseminated to all school staff, students, and parents.

N.J.S.A. 18A:37-1 et seq.

N.J.A.C. 6A:14-2.8 et seq.; 6A:16-5.6; 6A:16-6.1 et seq.;  
6A:16-7.1 et seq.; 6A:16-8.1 et seq.; 6A:16-9.1 et seq.;  
6A:16-10.2

Adopted:

## TRANSGENDER STUDENTS (M)

5756

### M

The Board of Education is committed to providing a safe, supportive, and inclusive learning environment for all students. The New Jersey Law Against Discrimination (NJLAD), N.J.S.A. 10:5-12(11)(f), generally makes it unlawful for schools to subject individuals to differential treatment based on gender identity or expression. Title IX of the Education Amendments of 1972 ("Title IX") specifically prohibits discrimination on the basis of sex in Federally-funded education programs and activities [20 U.S.C. § 1681(a)].

N.J.S.A. 18A:36-41 directs the Commissioner of Education to establish guidelines outlined in this Policy to provide direction for schools in addressing common issues concerning the needs of transgender students, and to assist schools in establishing policies and procedures that ensure a supportive and nondiscriminatory environment for transgender students.

#### Definitions/Terms

A safe and supportive environment within a school begins with understanding and respect. The Board believes students, teachers, and administrators should be provided with common terminology associated with gender identity. The terms listed below are commonly used by advocacy and human rights groups, however students may prefer other terms to describe their gender identity, appearance, or behavior. It is recommended school personnel discuss with the student the terminology and pronouns each student has chosen.

"Gender identity" means a person's internal, deeply held sense of gender. All people have a gender identity, not just transgender people. For transgender people, the individual's internal gender identity is not the same as the gender assigned at birth.

"Gender expression" means external manifestations of gender, expressed through a person's name, pronouns, clothing, haircut, behavior, voice, and/or body characteristics. Society identifies these cues as masculine and feminine, although what is considered masculine or feminine changes over time and varies by culture.

"Assigned sex at birth (ASAB)" refers to the biological sex designation recorded on a person's birth certificate upon the initial issuance of that certificate, should such a record be provided at birth.

"Gender assigned at birth" refers to the gender a child is assigned at birth or assumed to be, based on their biological sex assigned at birth.

“Sexual orientation” describes a person’s enduring physical, romantic, and/or emotional attraction to another person. Gender identity and sexual orientation are not the same. A transgender person may be straight, lesbian, gay, bisexual, or asexual. For example, a person who transitions from male to female and is attracted solely to men may identify as a straight woman.

“Transgender” is a term for an individual whose gender identity and/or gender expression differs from those typically associated with the sex and gender assigned at birth.

“Transition” is the process by which a transgender person recognizes that their authentic gender identity is not the same as the gender assigned at birth, and develops a more affirming gender expression that feels authentic. Some individuals socially transition, for example, through dress, use of names and/or pronouns. Some individuals may undergo physical transition, which might include hormone treatments and surgery. School district personnel should avoid the phrase “sex change,” as it is an inaccurate description of the transition process; the process is more accurately described as “gender-confirming.”

“LGBTQ” is an acronym for “lesbian, gay, bisexual, transgender, and queer/questioning.”

“Gender nonconforming” describes a person whose gender expression does not conform to the gender expectations of their family or community. Gender nonconformity is not necessarily an indication that a youth is transgender; many non-transgender youth do not conform to stereotypical expectations.

“Gender expansive, Gender diverse, Gender fluid, Gender non-binary, A gender, Gender queer” are terms that convey a wider, more flexible range of gender identity and/or expression than typically associated with the binary gender system. For example, students who identify as gender queer or gender fluid might not identify as boys or girls; for these students, the non-binary gender identity functions as the student’s gender identity.

“Cisgender” refers to individuals whose gender identity, expression, or behavior conforms with those typically associated with their sex assigned at birth.

### Student-Centered Approach

The school district shall accept a student’s asserted gender identity; parental consent is not required. A student need not meet any threshold diagnosis or treatment requirements to have his or her gender identity recognized and respected by the school district, school, or school staff members. In addition, a legal or court-ordered name change is not required. There is no affirmative duty for any school district staff member to notify a student’s parent of the student’s gender identity or expression.

There may be instances where a parent of a minor student disagrees with the student regarding the name and pronoun to be used at school and in the student’s education

records. In the event a parent objects to the minor student's name change request, the Superintendent or designee should consult the Board Attorney regarding the minor student's civil rights and protections under the NJLAD. School staff members should continue to refer to the student in accordance with the student's chosen name and pronoun at school and may consider providing resource information regarding family counseling and support services outside of the school district.

School districts should be mindful of disputes between minor students and parents concerning the student's gender identity or expression. Many support resources are available through advocacy groups and resources from the New Jersey Department of Children and Families and New Jersey Department of Education's "Child Abuse, Neglect, and Missing Children" webpage.

The Principal or designee should have an open, but confidential discussion with the student to ascertain the student's preference on matters such as chosen name, chosen pronoun to use, and parental communications. A transgender student shall be addressed at school by the name and pronoun chosen by the student, regardless of whether a legal name change or change in official school records has occurred. The school shall issue school documentation for a transgender student, such as student identification cards, in the name chosen by the student. A transgender student shall be allowed to dress in accordance with the student's gender identity.

The Principal or designee should also discuss with the student, and any other individuals at the student's request, the risks associated with the student's transgender status being inadvertently disclosed. For example, the Principal or designee should inform the student the transgender status may be revealed due to other students' discussions at home. The Principal or designee should work with the transgender student to ensure awareness of activities and events that may inadvertently disclose the transgender student's status.

#### Safe and Supportive Environment

The Board developed and adopted this Policy to ensure that its schools provide a safe and supportive learning environment that is free from discrimination and harassment for transgender students, including students going through a gender transition. Gender-based policies, rules, and practices can have the effect of marginalizing, stigmatizing, and excluding students, whether they are gender nonconforming or not.

The Superintendent or designee shall review and update existing policies and procedures, including those regarding classroom activities, school ceremonies, school photographs, and dress codes, to verify transgender students are not excluded. In addition, the school district shall take the following steps to establish and maintain a nondiscriminatory environment for all students, including transgender and transitioning students:

- The school district must comply with N.J.S.A. 18A:37-15 and N.J.A.C. 6A:16-7.7, which prohibit harassment, intimidation, and bullying. The Board is required to develop, adopt, and implement a Policy in accordance

with N.J.S.A. 18A:37-15 and N.J.A.C. 6A:16-7.7 that prohibits harassment, intimidation, or bullying on school property, at a school-sponsored function, or on a school bus. If harassment, intimidation, or bullying based on gender identity creates a hostile environment, the school must take prompt and effective steps to end the harassment, intimidation, or bullying, prevent its recurrence, and, as appropriate, remedy its effects.

- The Superintendent or designee should ensure training is provided to school staff members on sensitivity and respect towards transgender students.
- Social and Emotional Learning (SEL) concepts should be incorporated into school culture and curricula.
- The school district may seek a variety of professionals, including counselors and school psychologists, to provide emotional supports for all students who demonstrate a need. The Superintendent or designee shall ensure school counselors are knowledgeable regarding issues and concerns relevant to transgender students, students facing other gender identity issues, or students who may be transitioning.
- Student dress codes should not be enforced more strictly for transgender and gender nonconforming students than for other students.
- The school district shall honor and recognize a student's asserted gender identity, and shall not require any documentation or evidence in any form, including diagnosis, treatment, or legal name change.
- A school's obligation to ensure nondiscrimination on the basis of gender identity requires schools to provide transgender students equal access to educational programs and activities, even in circumstances in which other students, parents, or community members raise objections or concerns.

### Confidentiality and Privacy

School staff members may not disclose information that may reveal a student's transgender status except as allowed by law. The Principal or designee is advised to work with the student to create an appropriate confidentiality plan regarding the student's transgender or transitioning status.

The school district shall keep confidential a current, new, or prospective student's transgender status. Schools should address the student using a chosen name and the student's birth name should be kept confidential by school and school staff members.

Due to a specific and compelling need, such as the health and safety of a student or an incident of bias-related crime, the school district may be obligated to disclose a student's

status. In this event, the Principal or designee should inform the student the school or school district intends to disclose the student's transgender status for the student's protection and well-being. Prior to disclosure, the student should be given the opportunity to personally disclose that information. The school district should make every effort to ensure any disclosure is made in a way that reduces or eliminates the risk of re-disclosure and protects the transgender student from further harassment. Those measures may include the facilitation of counseling for the student and the student's family to facilitate the family's acceptance and support of the student's transgender status.

During a harassment, intimidation, or bullying investigation the school district is obligated to develop a procedure to report, verbally and in writing, an act of harassment, intimidation, and bullying committed by an adult or youth against a student, pursuant to N.J.A.C. 6A:16-7.7(a)2viii. In this instance, the Principal or designee should inform the student of the school's obligation to report the findings of the harassment, intimidation, and bullying investigation pursuant to N.J.S.A. 18A:37-15(d), which permits the parents of the students who are parties to the investigation to receive information about the investigation in accordance with Federal and State law and regulation. Under harassment, intimidation, and bullying legal requirements, parents are entitled to know the nature of the investigation; whether the district found evidence of harassment, intimidation, or bullying; or whether disciplinary action was imposed or services provided to address the incident of harassment, intimidation, or bullying.

The Principal or designee shall take into account the circumstances of the incident when providing notification to parents of all students involved in the reported harassment, intimidation, or bullying incident and when conveying the nature of the incident, including the actual or perceived protected category motivating the alleged offense, pursuant to N.J.A.C. 6A:16-7.7(a)2viii(2).

Disclosure of personally identifiable information from a student's education record to other school officials within the school district, whom the school district has determined have a legitimate educational interest in the information, may be permissible under Family Educational Rights and Privacy Act (FERPA) (34 C.F.R. § 99.31(a)(1)). The school district shall make a concerted effort to ensure school officials obtain access to only those education records in which they have legitimate educational interests.

The school district shall comply with all laws and regulations regarding the confidentiality of student records and student privacy, including the requirements set forth at 20 U.S.C. § 1232g, Family Educational Rights and Privacy Act; 34 CFR Part 99, Family Educational Rights and Privacy; 20 U.S.C. § 1232h, Protection of Pupil Rights; 34 CFR Part 98, Student Rights in Research, Experimental Programs, and Testing; P.L. 104-191, Health Insurance Portability and Accountability Act; 45 CFR Part 160, General Administrative Requirements; 20 U.S.C. § 7917, Transfer of school disciplinary records; 42 CFR Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records; N.J.S.A. 18A:40A-7.1, Confidentiality of certain information provided by pupils, exceptions; N.J.A.C. 6A:16-3.2, Confidentiality of student alcohol and other drug information;

N.J.S.A. 18A:36-19, Pupil Records, creation, maintenance and retention, security and access, regulations, nonliability; N.J.S.A. 2A:4A-60, Disclosure of juvenile information, penalties for disclosure; N.J.A.C. 6A:32-7, Student Records; N.J.A.C. 6A:14-2.9, Student records; as well as all other existing Federal and State laws and rules pertaining to student records and confidentiality.

## School Records

If a student has expressed a preference to be called by a name other than their birth name, permanent student records containing the student's birth name should be kept in a separate, confidential file. This file should only be shared with appropriate school staff members after consultation with a student. A separate file containing records bearing the student's chosen name may also be kept. If the student has previously been known at school or in school records by a birth name, the Principal or designee should direct school staff members to use the student's chosen name and not the student's birth name.

To ensure consistency among teachers, school administrators, substitute teachers, and other school staff members, every effort should be made to immediately update student education records (for example, attendance records, transcripts, Individualized Education Programs (IEP), etc.) with the student's chosen name and gender pronouns, consistent with the student's gender identity and expression, and not circulate records with the student's birth name, unless directed by the student.

- The school district shall report to the New Jersey Department of Education (NJDOE) through NJ SMART a student's name or gender based upon that student's chosen name and corresponding gender identity. Changing the name or gender identity from what was reported in previous years will not affect the reliability of the data reported.
- If the school district changes a student's name or gender identity, it must also maintain locally a separate record reflecting the student's legal name and sex assigned at birth until receipt of documentation of a legal change of name or gender.

## Activities

With respect to gender-segregated classes or athletic activities, including intramural and interscholastic athletics, all students must be allowed to participate in a manner consistent with their gender identity.

The school district shall:

- Provide transgender students with the same opportunities to participate in physical education as other students in accordance with their gender identity;



- Permit a transgender student to participate in gender-segregated school activities in accordance with the student's gender identity;
- Permit and support the formation of student clubs or programs regarding issues related to lesbian, gay, bisexual, transgender, and queer/questioning (LGBTQ) youth; and
- Offer support in the creation of peer led educational groups.

#### Use of Facilities

All students are entitled to have access to restrooms, locker rooms, and changing facilities in accordance with their gender identity to allow for involvement in various school programs and activities.

In all cases, the Principal or designee must work with the student and school staff members so all parties are aware of facility policies and understand the student may access the restroom, locker room, and changing facility that corresponds to the student's gender identity. While some transgender students will want this arrangement, others may be uncomfortable with it. Transgender students who are uncomfortable using a sex-segregated restroom should be provided with a safe and adequate alternative, such as a single "unisex" restroom or the nurse's restroom. Similarly, some transgender students may be uncomfortable using the changing facilities that correspond to the student's gender identity. Non-transgender students should also be afforded the option to use a private facility, such as a unisex facility or the nurse's restroom, should they feel uncomfortable.

- The school district shall allow a transgender student to use a restroom or locker room based on the student's gender identity.
- Reasonable alternative arrangements shall be made if needed to ensure a student's safety and comfort. This direction for accommodations should come from the student.

The Superintendent or designee will make available to school staff members a variety of resources regarding professional development opportunities as sourced by the NJDOE as well as developmentally appropriate information for students regarding LGBTQ issues.

The Board adopts this Policy to help school and district administrators take steps to create an inclusive environment in which transgender and gender nonconforming students feel safe and supported, and to ensure each school provides equal educational opportunities for all students, in compliance with N.J.A.C. 6A:7-1.1 et seq.

N.J.S.A. 18A:36-41; 18A:37-15

N.J.A.C. 6A:7-1.1 et seq.; N.J.A.C. 6A:16-7.7

New Jersey Department of Education – October 2018  
Transgender Student Guidance for School Districts

Adopted:

## REIMBURSEMENT OF FEDERAL AND OTHER GRANT EXPENDITURES (M)

6112

### M

The Cash Management Improvement Act (CMIA) and related Federal regulations require a State to minimize the time elapsing between the transfer of funds from the United States Treasury and the expenditure of funds for program purposes. This requirement applies to grantees such as the State of New Jersey and their subgrantees, such as a school district. The State of New Jersey and school districts must assure funds have been, or will be, spent within a minimal amount of time after having been drawn from the Federal government.

In accordance with this requirement, the New Jersey Department of Education (NJDOE) has implemented a reimbursement request system of payment. The procedures as outlined in the New Jersey Department of Education Policies and Procedures for Reimbursement of Federal and Other Grant Expenditures shall be followed by school districts in submitting reimbursement requests. Reimbursement requests for entitlement grant awards under the Every Student Succeeds Act (ESSA), the Individuals with Disabilities Education Act (IDEA), the Carl D. Perkins Career and Technical Education Improvement Act of 2006, and any other program designated by the NJDOE shall be made using the NJDOE's Electronic Web-Enabled Grant (EWEG) System.

Reimbursement requests by the School Business Administrator/Board Secretary or designee shall be made for individual titles and awards using the payment functionality of the EWEG system. Only one reimbursement request per month may be submitted for an individual title, award, or subgrant. Reimbursement requests may only be for expenditures that have already occurred or will occur within three business days of receipt of funds.

The submission of a reimbursement request constitutes a certification by the School Business Administrator/Board Secretary that the school district has previously made the appropriate expenditures and/or will make the expenditures within three business days of receipt of funds and that the expenditures are allowable and appropriate to the cost objective(s) of the subgrant.

The Superintendent or designee is responsible for submitting an amendment application to the NJDOE for approval if a new budget category for which no funds were previously budgeted or approved has been created. The Superintendent or designee is responsible for submitting an amendment application to the NJDOE for approval if cumulative transfers among expenditure categories exceed ten percent of the total award. The Superintendent or designee is responsible for monitoring the cumulative ten percent level of fiscal change.

Reimbursement requests must be in accordance with approved grant applications. A reimbursement request may be submitted at any time after the subgrant has received final NJDOE approval. Reimbursement requests submitted at least ten business days before the end of the month but no later than the fifteenth day of the month will be reviewed and, if approved, processed for payment the first business day of the following month. School districts will normally receive payment by the fifth business day of the month and will be able to track the grant's payment history in EWEG through the payments link of the grant application.

Reimbursement requests must contain a brief description of the expenditures for which reimbursement is being requested. Individual line items need not be detailed. Expenditures must be supported by documentation at the school district level but should not be submitted to the NJDOE with a reimbursement request. The Superintendent or designee is responsible to maintain supporting documentation for seven years and for making it available to the NJDOE, the United States Department of Education, and/or their authorized representatives upon request. Documentation for salary expenditures is subject to the requirements of the Federal Uniform Grant Guidance. Documentation for all other expenditures must include evidence that the expenditures are allowable costs and of the relationship of the expenditure to the subgrant's cost objectives.

The NJDOE staff will review reimbursement requests to determine that they meet the subgrant's criteria. When a reimbursement request is approved or denied, the school district will receive an email notification through the EWEG system. Approval of a reimbursement request by NJDOE does not imply approval of the expenditures as allowable or appropriate to the subgrant's cost objectives as the approval of expenditures will continue to be processed through the final report.

The School Business Administrator/Board Secretary or designee assumes responsibility for assuring that all funds requested through the EWEG system either have already been expended, or will be expended within three business days of receipt of funds.

New Jersey Department of Education Policies and Procedures for Reimbursement of Federal and Other Grant Expenditures – March 2014

Adopted:

## SCHOOL DISTRICT SECURITY (M)

7440

M

The Board of Education believes the buildings and facilities of the school district represent a substantial community investment. The Board directs the development and implementation of a plan for school district security to protect the school community's investment in the school buildings and facilities. The Board will comply with the security measures required in N.J.S.A. 18A:7G-5.2 for new school construction and for existing school buildings.

The school district security program will include: maintenance of facilities that are secure against unwelcome intrusion; protection against fire hazards and faulty equipment; and compliance with safe practices in the use of electrical, plumbing, heating, and other school building equipment.

The Board shall provide to local law enforcement authorities a copy of the current blueprints and maps for all schools and school grounds within the school district or nonpublic school. In the case of a school building located in a municipality in which there is no municipal police department, a copy of the blueprints and maps shall be provided to an entity designated by the Superintendent of the New Jersey State Police. The Board shall provide revised copies to the applicable law enforcement authorities or designated entities any time that there is a change to the blueprints or maps.

The Board directs close cooperation of district officials with law enforcement, fire officials, and other emergency agencies.

Each public elementary and secondary school building shall be equipped with at least one panic alarm for use in a school security emergency pursuant to N.J.S.A. 18A:41-10 through 13.

The Superintendent of Schools shall designate a school administrator, or a school employee with expertise in school safety and security, as a School Safety Specialist for the district in accordance with the provisions of N.J.S.A. 18A:17-43.3. The School Safety Specialist shall be required to acquire a New Jersey Department of Education School Safety Specialist certification in accordance with the provisions of N.J.S.A. 18A:17-43.2. The School Safety Specialist shall also serve as the school district's liaison with local law enforcement and national, State, and community agencies and organizations in matters of school safety and security.

Access to school buildings and grounds outside the hours school is in session shall be limited to personnel whose employment requires their presence in the facility. An

adequate key control system will be established to limit building access to authorized personnel and guard against the potential of intrusion by unauthorized persons who have obtained access improperly.

In accordance with N.J.S.A. 18A:7G-5.2.b.(15), propping open doors to buildings on school grounds is strictly prohibited and students and staff shall not open a door for any individual. All persons seeking entry into the main building shall be directed to the main entrance.

Building records and funds shall be kept in a safe place and secured as appropriate and necessary.

Protective devices designed to be used as safeguards against illegal entry and vandalism may be installed when appropriate. The Board may approve the employment of school resource officers, school security officers, and/or law enforcement officers in situations in which special risks are involved.

N.J.S.A. 18A:7G-5.2; 18A:17-43.1;  
18A:17-43.2; 18A:17-43.3;  
18A:41-7.1; 18A:41-10; 18A:41-11;  
18A:41-12; 18A:41-13  
N.J.A.C. 6A:16-1.3; 6A:26-1.2

Adopted:

REPORTING VIOLENCE, VANDALISM, HARASSMENT, INTIMIDATION,  
BULLYING, ALCOHOL, AND OTHER DRUG OFFENSES (M)

8461

The Board of Education shall observe "School Violence Awareness Week" during the week beginning with the third Monday in October of each year by organizing activities to prevent school violence. Activities shall include, but are not limited to, age-appropriate opportunities for student discussion on conflict resolution, issues of student diversity, and tolerance. The Board shall invite law enforcement personnel to join members of the teaching staff in the discussions and provide programs for school employees that are designed to help them recognize warning signs of school violence and to instruct them on recommended conduct during an incident of school violence. The Board of Education shall disseminate to students' parents an informational pamphlet prepared by the New Jersey Department of Education (NJDOE) on how a parent can limit a child's exposure to violence on television, cell phones, computers, and other electronic devices, on an annual basis pursuant to N.J.S.A. 18A:40-44.

In accordance with N.J.A.C. 6A:16-5.3 any school employee who observes or has direct knowledge from a participant or victim of an act of violence; including harassment, intimidation, and bullying; or the possession or distribution of alcohol or other drugs on school grounds, and any school employee who reports a student for being under the influence of alcohol or other drugs, according to the requirements of N.J.S.A. 18A:40A-12 and N.J.A.C. 6A:16-4.3, shall file a report describing the incident to the school Principal, in accordance with N.J.S.A. 18A:17-46. The report shall be on a form adopted by the Board to include all of the incident detail and offender and victim information that are reported on the Student Safety Data System (SSDS).

A report alleging an incident of harassment, intimidation, or bullying shall be made in accordance with the provisions of N.J.S.A. 18A:37-13.1 and Policy 5512.

The Building Principal, for each incident of violence; including harassment, intimidation, and bullying, vandalism, and alcohol and other drug offenses, shall review the incident report for accuracy; forward a copy of the incident report to the Superintendent; and notify the Superintendent of the action taken regarding the incident. The Board shall not discharge or subject to any manner of discrimination any school employee who files a report pursuant to N.J.A.C. 6A:16-5.3.

The majority representative of the school employees' bargaining units shall have access monthly to the number and disposition of all reported acts of school violence, including harassment, intimidation, and bullying, and vandalism, pursuant to N.J.S.A. 18A:17-46. Personally identifying information may be provided to the majority representative of the

school employees' bargaining units only in instances when school administrators have reason to believe that the safety of a school staff member is at risk.

Twice each school year, once between September 1 and January 1 and once between January 1 and June 30, the Superintendent shall report to the Board at a public meeting all acts of violence, including harassment, intimidation, and bullying, vandalism, and alcohol and other drug offenses that occurred during the previous reporting period, according to the provisions of N.J.S.A. 18A:17-46 and N.J.A.C. 6A:16-5.3. The report shall include the number of reports of harassment, intimidation, or bullying, the status of all investigations, the nature of the bullying based on one of the protected categories identified in section 2 of P.L.2002, c.83 (C.18A:37-14), the names of the investigators, the type and nature of any discipline imposed on any student engaged in harassment, intimidation, or bullying, and any other measures imposed, training conducted, or programs implemented, to reduce harassment, intimidation, or bullying. The information shall also be reported once during each reporting period to the NJDOE. The report must include data broken down by the enumerated categories as listed in section 2 of P.L.2002, c.83 (C.18A:37-14), and data broken down by each school in the district, in addition to district-wide data. It shall be a violation to improperly release any confidential information not authorized by Federal or State law for public release.

The report shall be used to grade each school for the purpose of assessing its effort to implement policies and programs consistent with the provisions of P.L. 2002, c.83 (C.18A:37-13 et seq.). The district shall receive a grade determined by averaging the grades of all the schools in the district. The Commissioner shall promulgate guidelines for a program to grade schools for the purposes of N.J.S.A. 18A:17-46. The grade received by a school and the district shall be posted on the homepage of the school's website. The grade for the district and each school of the district shall be posted on the homepage of the district's website. A link to the report shall be available on the district's website. The information shall be posted on the websites within ten days of the receipt of a grade by the school and district.

Whenever it is alleged a school employee has knowingly falsified reported information on acts of violence or vandalism, or any incident included in the annual report on violence and vandalism required under N.J.S.A. 18A:17-46, the Board shall make a determination regarding whether the employee committed the act. The Board shall provide written notice of the allegations to the employee and the employee shall be entitled to a hearing before the Board in accordance with the provisions of N.J.A.C. 6A:16-5.3(f). Upon a determination by the Board that an employee has knowingly falsified reported information, the Board may take appropriate action.

The Board of Education shall submit and implement corrective action plans for high incidences of violence, vandalism, or alcohol or other drug abuse upon notification by the Commissioner of Education.

The Board shall provide ongoing staff training, in cooperation with the NJDOE, in fulfilling the reporting requirements of N.J.S.A. 18A:17-46.



N.J.S.A. 18A:17-46; 18A:36-5.1; 18A:40-44  
N.J.A.C. 6A:16-5.2; 6A:16-5.3

Adopted:

## PROCUREMENT PROCEDURES FOR SCHOOL NUTRITION PROGRAMS (M)

8561

### M

~~The Board of Education adopts this Policy to identify their procurement plan for the United States Department of Agriculture's (USDA) School Nutrition Programs. School Nutrition Programs include, but are not limited to: the National School Lunch Program (NSLP); School Breakfast Program (SBP); Afterschool Snack Program (ASP); Special Milk Program (SMP); Fresh Fruit and Vegetable Program (FFVP); Seamless Summer Option (SSO) of the NSLP; Summer Food Service Program (SFSP); the At-Risk Afterschool Meals component of the Child and Adult Care Food Program (CACFP); and the Schools/Child Nutrition USDA Foods Program.~~

The Board of Education is ultimately responsible for ensuring all procurement procedures for any purchases by the Board of Education and/or a food service management company (FSMC) comply with all Federal regulations, including but not limited to: 7 CFR Parts 210, 220, 225, 226, 245, 250; 2 CFR 200; State procurement statutes and administrative codes and regulations; local Board of Education procurement policies; and any other applicable State and local laws.

The procurement procedures contained in this Policy will be implemented beginning immediately, until amended. All procurements must maximize full and open competition. Source documentation will be maintained by the School Business Administrator/Board Secretary or designee and will be available to determine open competition, the reasonableness, the allowability, and the allocation of costs.

The Board of Education intentionally seeks to prohibit conflicts of interest in all procurement of goods and services.

#### A. General Procurement

The procurement procedures will maximize full and open competition, transparency in transactions, comparability, and documentation of all procurement activities. The school district's plan for procuring items for use in the School Nutrition Programs is as follows:

1. The School Business Administrator/Board Secretary will ensure all purchases will be in accordance with the Federal Funds Procurement Method Selection Chart – State Agency Form #358 - Appendix. Formal procurement procedures will be used as required by 2 CFR 200.318 through .326 and any State and local procurement code and regulations. Informal procurement procedures (small purchase) will be required for purchases under the most restrictive small purchase threshold.

2. The following procedures will be used for all purchases:

Product/ Services	Estimated Dollar Amount	Procurement Method	Evaluation	Contract Award Type	Contract Duration/ Frequency

3. Formal bid procedures will be applied on the basis of individual school;
4. Because of the potential for purchasing more than public or non-public informal/small purchase threshold amount, or the Board approved threshold if less, it will be the responsibility of the School Business Administrator/Board Secretary to document the amounts to be purchased so the correct method of procurement will be followed.

B. Formal Procurement

When a formal procurement method is required, the following competitive sealed bid or an Invitation for Bid (IFB) or competitive proposal in the form of a Request for Proposal (RFP) procedures will apply:

1. An announcement of an IFB or a RFP will be placed in the Board designated official newspaper to publicize the intent of the Board of Education to purchase needed items. The advertisement for bids/proposals or legal notice will be published in the official newspaper for at least one day in accordance with the provisions of N.J.S.A. 18A:18A-21.
2. An advertisement in the official newspaper for at least one day is required for all purchases over the school district's small purchase threshold as outlined in Appendix – Federal Funds Procurement Method Section Chart. The advertisement will contain the following:
  - a. A general description of items to be purchased;
  - b. The deadline for submission of questions and the date written responses will be provided, including addenda to bid specifications, terms, and conditions as needed;
  - c. The date of the pre-bid meeting, if provided, and if attendance is a requirement for bid award;
  - d. The deadline for submission of sealed bids or proposals; and

- e. The address of the location where complete specifications and bid forms may be obtained.
3. In an IFB or RFP, each vendor will be given an opportunity to bid on the same specifications.
4. ~~The developer of written specifications or descriptions for procurements~~ will be prohibited from submitting bids or proposals for such products or services.
5. The IFB or RFP will clearly define the purchase conditions. The following list includes requirements, not exclusive, to be addressed in the procurement document:
  - a. Contract period;
  - b. The Board of Education is responsible for all contracts awarded (statement);
  - c. Date, time, and location of IFB/RFP opening;
  - d. How the vendor is to be informed of bid acceptance or rejection;
  - e. Delivery schedule;
  - f. Requirements (terms and conditions) the bidder must fulfill in order for bid to be evaluated;
  - g. Benefits to which the Board of Education will be entitled if the contractor cannot or will not perform as required;
  - h. Statement assuring positive efforts will be made to involve minority and small business;
  - i. Statement regarding the return of purchase incentives, discounts, rebates, and credits to the Board of Education's nonprofit school food service account;
  - j. Contract provisions as required in Appendix II to 2 CFR 200;
  - k. Contract provisions as required in 7 CFR 210.21(f) for all cost reimbursable contracts;
  - l. Contract provisions as required in 7 CFR 210.16(a)(1-10) and 7 CFR 250.53 for food service management company contracts;

- m. Procuring instrument to be used are purchase orders from firm fixed prices after formal bidding;
- n. Price adjustment clause for renewal of multi-year contracts as defined in N.J.S.A. 18A:18A-42. The "index rate" means the annual percentage increase rounded to the nearest half percent in the implicit price deflator for State and local government purchases of goods and services computed and published quarterly by the U.S. Department of Commerce, Bureau of Economic Analysis;
- o. Method of evaluation and type of contract to be awarded (solicitations using an IFB are awarded to the lowest responsive and responsible bidder; solicitations using a RFP are awarded to the most advantageous bidder/offeror with price as the primary factor among factors considered);
- p. Method of award announcement and effective date (if intent to award is required by State or local procurement requirements);
- q. Specific bid protest procedures including contact information of person and address and the date by which a written protest must be received;
- r. Provision requiring access by duly authorized representatives of the Board of Education, New Jersey Department of Agriculture (NJDA), United States Department of Agriculture (USDA), or Comptroller General to any books, documents, papers, and records of the contractor which are directly pertinent to all negotiated contracts;
- s. Method of shipment or delivery upon contract award;
- t. Provision requiring contractor to maintain all required records for three years after final payment and all other pending matters (audits) are closed for all negotiated contracts;
- u. Description of process for enabling vendors to receive or pick up orders upon contract award;
- v. Provision requiring the contractor to recognize mandatory standards/policies related to energy efficiency contained in the Energy Policy and Conservation Act (PL 94-163);
- w. Signed statement of non-collusion;

- x. Signed Debarment/Suspension Certificate, clause in the contract or a copy of search results from the System for Award Management (SAM);
  - y. Provision requiring "Buy American" as outlined in 7 CFR Part 210.21(d) and USDA Guidance Memo SP 38-2017; and
  - z. Specifications and estimated quantities of products and services prepared by the school district and provided to potential contractors desiring to submit bids/proposals for the products or services requested.
6. If any potential vendor is in doubt as to the true meaning of specifications or purchase conditions, interpretation will be provided in writing to all potential bidders by the School Business Administrator/Board Secretary or designee and will specify the deadline for all questions.
- a. The School Business Administrator/Board Secretary will be responsible for securing all bids or proposals.
  - b. The School Business Administrator/Board Secretary will be responsible to ensure all Board of Education procurements are conducted in compliance with applicable Federal, State, and local procurement regulations.
  - c. The following criteria will be used in awarding contracts as a result of bids/proposals. Price must be the highest weighted criteria. Examples of other possible criteria include quality, service, delivery, and availability.
7. In awarding a RFP, a set of award criteria in the form of a weighted evaluation sheet will be provided to each bidder in the initial bid document materials. Price alone is not the sole basis for award, but remains the primary consideration among all factors when awarding a contract. Following evaluation and negotiations, a firm fixed price or cost reimbursable contract is awarded.
- a. The contracts will be awarded to the responsible bidder/proposer whose bid or proposal is responsive to the invitation and is most advantageous to the Board of Education, price as the primary, and other factors considered. Any and all bids or proposals may be rejected in accordance with the law.
  - b. The School Business Administrator/Board Secretary or designee is required to sign on the bid tabulation of competitive sealed bids or

the evaluation criterion score sheet of competitive proposals signifying a review and approval of the selections.

- c. The School Business Administrator/Board Secretary shall review the procurement system to ensure compliance with applicable laws.
- d. The School Business Administrator/Board Secretary or designee will be responsible for documentation that the actual product specified was received.
- e. Any time an accepted item is not available, the School Business Administrator/Board Secretary will select the acceptable alternate. The contractor must inform the School Business Administrator/Board Secretary within one workday if a product is not available. In the event a nondomestic agricultural product is to be provided to the Board of Education, the contractor must obtain, in advance, written approval for the product. The School Business Administrator/Board Secretary must comply with the Buy American Provision.
- f. Full documentation regarding the reason an accepted item was unavailable, and the procedure used in determining acceptable alternates, will be available for audit and review. The person responsible for this documentation is the School Business Administrator/Board Secretary.
- g. The School Business Administrator/Board Secretary is responsible for maintaining all procurement documentation.

#### C. Small Purchase Procedures

If the amount of purchases for items is less than the school district's small purchase threshold as outlined in the Federal Funds Procurement Method Selection Chart – See Appendix, the following small purchase procedures including quotes will be used. Quotes from a minimum number of three qualified sources will be required.

1. Written specifications will be prepared and provided to all vendors.
2. Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications. A minimum of three vendors shall be contacted.
3. The School Business Administrator/Board Secretary or designee will be responsible for contacting potential vendors when price quotes are needed.

4. The price quotes will receive appropriate confidentiality before award.
5. Quotes/Bids will be awarded by the School Business Administrator/Board Secretary. Quotes/Bids will be awarded on the following criteria. Quote/Bid price must be the highest weighted criteria. Examples of other possible criteria include quality, service, delivery, and availability.
6. The School Business Administrator/Board Secretary will be responsible for documentation of records to show selection of vendor, reasons for selection, names of all vendors contacted, price quotes from each vendor, and written specifications.
7. The School Business Administrator/Board Secretary or designee will be responsible for documentation that the actual product specified is received.
8. Any time an accepted item is not available, the School Business Administrator/Board Secretary will select the acceptable alternate. Full documentation will be made available as to the selection of the acceptable item.
9. The School Business Administrator/Board Secretary or designee is required to sign all quote tabulations, signifying a review and approval of the selections.

D. Noncompetitive Proposal Procedures

If items are available only from a single source when the award of a contract is not feasible under small purchase, sealed bid or competitive negotiation, noncompetitive proposal procedures will be used:

1. Written specifications will be prepared and provided to the vendor.
2. The School Business Administrator/Board Secretary will be responsible for the documentation of records to fully explain the decision to use the noncompetitive proposal. The records will be available for audit and review.
3. The School Business Administrator/Board Secretary or designee will be responsible for documentation that the actual product or service specified was received.
4. The School Business Administrator/Board Secretary will be responsible for reviewing the procedures to be certain all requirements for using single source or noncompetitive proposals are met.



5. Non-Public Schools Only - The noncompetitive micro-purchase method shall be used for one-time purchases of a new food item if the amount is less than the Federal micro-purchase threshold (2 CFR 200.67) to determine food acceptance by students and provide samples for testing purposes. A record of noncompetitive negotiation purchase shall be maintained by the School Business Administrator/Board Secretary or designee. At a minimum, the record of noncompetitive purchases shall include: item name; dollar amount; vendor; and reason for noncompetitive procurement.
6. A member or representative of the Board of Education will approve, in advance, all procurements that result from noncompetitive negotiations.

E. Miscellaneous Provisions

1. New product evaluation procedures will include a review of product labels and ingredients; an evaluation of the nutritional value; taste tests and surveys; and any other evaluations to ensure the new product would enhance the program.
2. The Board of Education agrees the reviewing official of each transaction will be the School Business Administrator/Board Secretary.
3. Payment will be made to the vendor when the contract has been met and verified and has met the Board of Education's procedures for payment. (If prompt payment is made, discounts, etc., are accepted.)
4. Specifications will be updated as needed.
5. If the product is not as specified, the following procedure, including, but not limited to, will take place: remove product from service; contact vendor for approved alternate product; or remove product from bid.

F. Emergency Purchases

1. If it is necessary to make a one-time emergency procurement to continue service or obtain goods, and the public exigency or emergency will not permit a delay resulting from a competitive solicitation, the purchase must be authorized using a purchase order signed by the School Business Administrator/Board Secretary. The emergency procedures to be followed for such purchases shall be those procedures used by the school district for other emergency purchases consistent with N.J.S.A. 18A:18A-7. All emergency procurements shall be approved by the School Business Administrator/Board Secretary. At a minimum, the following emergency procurement procedures shall be documented to include, but not be limited to: item name; dollar amount; vendor; and reason for emergency.

G. Purchasing Goods and Services – Cooperative Agreements, Agents, and Third-Party Services (Piggybacking)

1. When participating in intergovernmental and inter-agency agreements the Board of Education will ensure that competitive procurements are conducted in accordance with ~~2 CFR Part 200.318 through 326~~ and applicable program regulations and guidance.
2. When utilizing the services of a co-op, agent, or third party the Board of Education will ensure that the following conditions have been met:
  - a. All procurements were subject to full and open competition and were made in accordance with Federal/State/local procurement requirements;
  - b. The existing contract allows for the inclusion of additional Board of Educations that were not contemplated in the original procurement to purchase the same supplies/equipment through the original award;
  - c. The specifications in the existing contract meets their needs and that the items being ordered are in the contract;
  - d. The awarded contract requires all the Federally required certifications; e.g. Buy American, debarment, restrictions on lobbying, etc.;
  - e. The agency will confirm the addition of their purchasing power (goods or services) to the procurement in scope or services does not create a material change, resulting in the needs to re-bid the contract;
  - f. Administrative costs (fees) for participating in the agreement are adequately defined, necessary and reasonable, and the method of allocating the cost to the participating agencies must be specified;
  - g. The Buy American provisions are included in the procurement of food and agricultural products; and
  - h. The agreement includes the basis for and method of allocating each discount, rebate, or credit and how they will be returned to each participating agency when utilizing a cost-reimbursable contract.

H. Records Retention

1. The Board of Education shall agree to retain all books, records, and other documents relative to the award of the contract for three years after final payment. If there are audit findings that have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit. Specifically, the Board of Education shall maintain, at a minimum, the following documents:

- a. Written rationale for the method of procurement;
- b. A copy of the original solicitation;
- c. The selection of contract type;
- d. The bidding and negotiation history and working papers;
- e. The basis for contractor selection;
- f. Approval from the State agency to support a lack of competition when competitive bids or offers are not obtained;
- g. The basis for award cost or price;
- h. The terms and conditions of the contract;
- i. Any changes to the contract and negotiation history;
- j. Billing and payment records;
- k. A history of any contractor claims;
- l. A history of any contractor breaches; and
- m. Any other documents as required by N.J.S.A. 18A:18A – Public School Contracts Law.

I. Code of Conduct for Procurement

1. All procurements must ensure there is open and free competition and adhere to the most restrictive Federal, State, and local requirements. The Board of Education seeks to conduct all procurement procedures in compliance with stated regulations and to prohibit conflicts of interest and actions of employees engaged in the selection, award, and administration of contracts. All procurements will be in accordance with this Policy and all applicable provisions of N.J.S.A. 18A:18A – Public School Contracts Law.

2. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal, State, or local award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent; any member of his or her immediate family, his or her partner; or an organization which employs or is about to employ any of the parties indicated herein has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
3. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.
4. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. Based on the severity of the infraction, the penalties could include a written reprimand to their personnel file, a suspension with or without pay, or termination.
5. All questions and concerns regarding procurement solicitations, contract evaluations, and contract award, shall be directed to the School Business Administrator/Board Secretary.

J. Food Service Management Company (FSMC)

1. In the operation of the school district's food service program, the school district shall ensure that a FSMC complies with the requirements of the Program Agreement, the school district's Free and Reduced School Lunch Policy Statement, all applicable USDA program policies and regulations, and applicable State and local laws. In order to operate an a la carte food service program, the FSMC shall agree to offer free, reduced price, and full price reimbursable meals to all eligible children.
2. The school district shall monitor the FSMC billing invoices to ensure compliance with Federal and State procurement regulations.
3. In accordance with N.J.S.A. 18A:18A-5a.(22), RFPs are required in all solicitations for a FSMC.

**APPENDIX**

<b>FEDERAL FUNDS PROCUREMENT METHOD SELECTION CHART</b>		
THERE ARE TWO (2) PROCUREMENT METHODS, FORMAL AND INFORMAL. THE METHOD THE SCHOOL FOOD AUTHORITIES (SFA) NEEDS TO USE DEPENDS ON TWO (2) FACTORS, THE AMOUNT OF THE CONTRACT AND <del>WHETHER THE SFA IS A PUBLIC/CHARTER OR NON-PUBLIC SCHOOL.</del>		
<b>NEW JERSEY PUBLIC/CHARTER SCHOOLS PURCHASING THRESHOLDS</b>		
AMOUNT	ACTIVITY	PROCUREMENT METHOD
<b>INFORMAL PROCUREMENT</b>		
Below \$4,350 without QPA	N.J.S.A 18A:18A-3	Sound Business Practice *
Below \$6,000 with QPA	APPLIES TO PURCHASES BELOW THE QUOTATION THRESHOLDS	
<b>SMALL PURCHASE QUOTATION PROCEDURES</b>		
\$4,351 OR \$6,001 up to \$29,000 or \$40,000	N.J.S.A. 18A:18A-37 ANY PURCHASE EXCEEDING QUOTATION THRESHOLDS REQUIRES A QUOTE UP TO THE APPLICABLE N.J.S.A. BID THRESHOLDS OF \$29,000 (without a QPA*) OR \$40,000 (with a QPA*)	Quotation using SFA Internal Procurement Procedures
NOTE: ANNUAL AGGREGATE AMOUNTS		
<b>FORMAL PROCUREMENT</b>		
\$29,000 or \$40,000 and above	N.J.S.A. 18A:18A-37 Bid Threshold without a QPA* - \$29,000 Bid Threshold with a QPA* - \$40,000	Bid - Invitation for Bid (IFB) OR Request for Proposal (RFP)
* QUALIFIED PURCHASING AGENT		
<b>NEW JERSEY NON-PUBLIC SCHOOL PURCHASING THRESHOLDS</b>		
AMOUNT	ACTIVITY	PROCUREMENT METHOD
<b>INFORMAL PROCUREMENT</b>		
Below \$10,000 *	Micro - purchases 2 CFR 200.320(a) Single Transaction aggregate cost less than \$10,000	Sound Business Practice *
* Or LESS than \$10,000 if local SFA Procurement Policies are more restrictive		
\$10,001 - \$249,999	Small purchase procedures 2 CFR 200.320(b)	Quotation using SFA Internal Procurement Procedures
<b>FORMAL PROCUREMENT</b>		
\$250,000 and above	As per Federal requirements in 2 CFR Parts 200.317 - 200.326	Bid - Invitation for Bid (IFB) OR Request for Proposal (RFP)

Note: The Federal Funds Procurement Method Selection Chart is subject to change in accordance with the schedule set forth in N.J.S.A. 18A:18A-3 "Public School Contracts Law". A "Qualified Purchasing Agent" must be qualified in accordance with N.J.S.A. 40A:11-9. In order to track updates to this

Chart, the source document can be located on the New Jersey Department of Agriculture's website under "Forms and Publications" it is titled, "State Agency Form #358."

Adopted:

## STUDENT TRANSPORTATION (M)

8600

The Board of Education shall transport eligible students to and from school and school related activities in accordance with N.J.S.A. 18A:39-1 et seq., N.J.A.C. 6A:27-1 et seq., and Board policy. Transportation shall be provided only to eligible public and nonpublic school students, authorized school staff members, and adults serving as approved chaperones.

Nonpublic school transportation or aid in lieu of transportation shall be provided for resident students in accordance with N.J.S.A. 18A:39-1 et seq. and N.J.A.C. 6A:27-2.1 et seq.

Charter or renaissance school transportation or aid in lieu of transportation shall be provided for resident students in accordance with N.J.S.A. 18A:39-1 et seq. and N.J.A.C. 6A:27-3.1 et seq.

Students with special needs shall be provided transportation in accordance with N.J.S.A. 18A:39-1 et seq., and with their Individualized Education Program (IEP) pursuant to N.J.A.C. 6A:27-5.1.

The Board will approve all bus routes each school year. Bus routes for all non-remote students who must walk to and from school along hazardous routes will be designated and approved by the Board. The Board may consider, but shall not be limited to, the criteria outlined in N.J.S.A. 18A:39-1.5 in determining "Hazardous Routes."

The Board will not be responsible for the transportation of nonresident students to or from school, except that transportation to and from school will be provided for homeless students; students residing in group homes; students residing in resource family homes; and students residing in shared custody homes pursuant to N.J.A.C. 6A:27-6.2, 6.3, 6.4, and 6.5.

The Board shall utilize cooperative/coordinated transportation services in accordance with the provisions of N.J.S.A. 18A:39-11.1 et seq. and N.J.A.C. 6A:27-10.1 et seq. The Board shall utilize one of the agencies prior to determining to pay aid in lieu of transportation if in the prior year payments in lieu of transportation were provided. The Board will provide to the cooperative/coordinated transportation services any unique limitations or restrictions of the required transportation.

Vehicles used to transport students to and from school or school related activities shall meet standards, registration, and inspection requirements of the New Jersey Department

of Education (NJDOE), the New Jersey Motor Vehicle Commission (NJMVC), and any applicable Federal regulations. The operation and fiscal management of the district's transportation system shall be conducted in strict accordance with rules of the New Jersey State Board of Education and the NJDOE.

In addition to the provisions of any State law, rule, or regulation containing more stringent requirements, provided that those requirements are compatible with Federal law, and notwithstanding the provisions of any State law, rule, or regulation to the contrary, school bus operations in the State shall comply with the requirements outlined in N.J.S.A. 39:3B-27.

N.J.S.A. 18A:18A-1 et seq.; 18A:39-1 et seq.; 18A:39-11.1 et seq.

N.J.S.A. 27:15-16

N.J.S.A. 39:3B-1 et seq.; 39:3B-2.1; 39:3B-10; 39:3B-27

N.J.A.C. 6A:27-1.1 et seq.; 6A:27-2.1 et seq.;

6A:27-3.1 et seq.; 6A:27-4.1 et seq.; 6A:27-5.1;

6A:27-6.2 through 6.5;

6A:27-7.1 et seq.; 6A:27-9.1 et seq.;

6A:27-10.1 et seq.; 6A:27-11.1 et seq.;

6A:27-12.1 et seq.

Adopted:



## TRANSPORTATION OF SPECIAL NEEDS STUDENTS (M)

8670

### M

The Board of Education shall provide transportation services for students with special needs in accordance with N.J.S.A. 18A:39-1 et seq., N.J.A.C. 6A:27-5.1, and with their Individualized Education Program (IEP). The Board will provide transportation in accordance with N.J.A.C. 6A:27-5.1 as a related service for a student with special needs pursuant to N.J.A.C. 6A:14-3.9(a)7. Such transportation services may include, but are not limited to, special transportation equipment, transportation aides, and special arrangements for other assistance to and from school.

When an out-of-district placement for educational reasons is made, transportation shall be provided consistent with the school calendar of the receiving school. A copy of the school calendar shall be submitted to the resident district by May 15 preceding the year in which transportation is required, or at the time of placement if it occurs after May 15.

When necessary, the student's case manager shall provide the transportation coordinator or responsible staff member and the bus driver with specific information about the student including safety concerns, mode of communication, and health and behavioral characteristics of a student for whom transportation services are to be provided.

Students with special needs below the age of five shall be transported in vehicles equipped with safety belts or other child restraint systems, in accordance with applicable Federal and State regulations.

The transportation of students with special needs to special education programs approved by the Board and located outside the State will conform to guidelines established by the New Jersey State Department of Education pursuant to N.J.A.C. 6A:27-2.2(c)1.

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

N.J.S.A. 18A:39-1 et seq.; 18A:39-2.1; 18A:46-19.6; 18A:46-23  
N.J.A.C. 6A:14-3.9(a)7; 6A:27-2.2; 6A:27-5.1

Adopted:

## MEMORIALS

8860

The Board of Education recognizes that each officer and employee is important to the school district and the community at large. The loss of any officer or employee of this Board by death is a loss that the Board and the school district will share with the community and memorialize in an appropriate manner.

The Superintendent shall recommend to the Board and the Board may approve appropriate recognition measures when the deceased Board officer or employee has especially distinguished his/her service to this school district.

The Superintendent may, in his/her discretion, grant an employee of the school district a brief absence without loss of pay or personal leave for the purpose of attending the funeral of his/her direct supervisor or subordinate provided that no disruption in the educational program will be caused by any such absence.

Adopted:

## PARENT ORGANIZATIONS

9210

~~The Board of Education will encourage and support parent organizations whose objectives are to promote the educational interests of district students.~~

Parent organizations are organizations independent from the Board of Education. Therefore, parent organizations shall not make any representations their organization or activities are sponsored or endorsed by the Board of Education without prior approval of the Board of Education. A parent organization shall submit a request for sponsorship or endorsement of a specific activity to the Board of Education.

A parent organization may not organize students, sponsor school activities, or solicit money in the name of this school district or of any school in the district without the prior approval of the Superintendent or designee. Such approval must be sought by written application to the Superintendent or designee.

Representatives of recognized parent organizations shall be treated by district employees as interested friends of the schools and as supporters of public education in the school district. Representatives of recognized parent organizations shall comply with all applicable Board policies.

The Board relies upon parent organizations to operate in a manner consistent with public expectations for the schools and reserves the right to withdraw recognition from any parent organization, at will, whose actions are inimical to the interests of the school district and the students of this district.

Adopted:

## MEDIA RELATIONS

9400

The maintenance of a good working relationship with the media is essential to meeting the objectives of the school district's community relations program.

The Board of Education must give formal approval to all basic practices governing relations between the media and the school district and reserves the right to negotiate, on terms most favorable to the school district, for the broadcasting, filming, or sound recording of any school event by an outside agency.

The Superintendent or designee shall be the chief communications representative of the school district. The chief communications representative shall be readily available to: provide media representatives with all appropriate and necessary information; suggest or supply feature articles or stories; prepare information to be released to the media; assist school and parent organizations with media relations; meet periodically with media representatives; protect school personnel from any unnecessary demands on their time by media representatives; and provide additional information as appropriate.

The Superintendent or designee must authorize in advance interviews between staff members and media representatives when the staff member is representing or speaking on behalf of the Board of Education or the school district.

A school district staff member not designated by the Superintendent or designee to assist in any of the media responsibilities outlined in this Policy, including speaking to a representative of the media, is not prohibited from doing so on their own behalf as a private citizen provided the staff member does not indicate or imply they represent or are speaking on behalf of the Board of Education or the school district and indicate they are speaking on their own behalf as a private citizen.

A staff member who is acting on their own behalf as a private citizen should be cognizant of their obligations to protect the privacy and confidentiality of students and school operations in accordance with Federal and State laws.

The Board of Education reserves its right to regulate the exercise of school district staff members' First Amendment rights of the United States Constitution in such situations to the extent that such exercise may interfere with the safe and orderly operation of the schools and the learning environment.

The Superintendent or designee must authorize the release of any image of district subjects, personnel, or students.

Any image of a student with a disability shall not be disseminated or used in print or media in any way if they are identified as a student with a disability unless permission is

granted by the parent(s). Any image of a child placed in the district by the New Jersey Department of Children and Families, Division of Child Protection and Permanency shall not be published without permission of the Department case worker. Where the release of any image may violate the privacy of any student or staff member, the Superintendent or designee must first secure the written permission of the staff member or the student's parent(s).

Adopted:

## EARNED SICK LEAVE LAW

R 1642

### M

#### A. Definitions Relative to Policy and Regulation 1642 and the New Jersey Earned Sick Leave Law (Act)

“Act” means the New Jersey Earned Sick Leave Law – N.J.S.A. 34:11D-1. through 34:11D-11.

“Benefit year” means the period of twelve consecutive months, July 1 through June 30, as established by an employer in which an employee shall accrue and use earned sick leave as provided pursuant to N.J.S.A. 34:11D-2, provided that once the starting date of the benefit year is established by the employer it shall not be changed unless the employer notifies the Commissioner of Labor and Workforce Development of the change in accordance with regulations promulgated pursuant to the Act. The Commissioner shall impose a benefit year on any employer the Commissioner determines is changing the benefit year at times or in ways that prevent the accrual or use of earned sick leave by an employee.

“Certified Domestic Violence Specialist” means a person who has fulfilled the requirements of certification as a Domestic Violence Specialist established by the New Jersey Association of Domestic Violence Professionals.

“Child” means a biological, adopted, or foster child, stepchild or legal ward of an employee, child of a domestic partner or civil union partner of the employee.

“Civil union” means a civil union as defined in N.J.S.A. 37:1-29.

“Commissioner” means the Commissioner of Labor and Workforce Development.

“Department” means the Department of Labor and Workforce Development.

“Designated domestic violence agency” means a county-wide organization with a primary purpose to provide services to victims of domestic violence, and which provides services that conform to the core domestic violence services profile as defined by the Division of Child Protection and Permanency in the Department of Children and Families and is under contract with the division for the express purpose of providing the services.

“Domestic or sexual violence” means stalking, any sexually violent offense, as defined in N.J.S.A. 30:4-27.26, or domestic violence as defined in N.J.S.A. 2C:25-19, and N.J.S.A. 17:29B-16.

“Domestic partner” means a domestic partner as defined in N.J.S.A. 26:8A-3.

“Employee” means, for the purposes of Policy and Regulation 1642, an individual engaged in service for compensation to a local school district, regional school district, county vocational school, or charter school of the State who is not provided with sick leave with full pay pursuant to N.J.S.A. 18A:30-2 or any other law, rule, or regulation of New Jersey and is eligible to accrue earned sick leave in accordance with the requirements of the Act.

“Employer” means, for the purposes of Policy and Regulation 1642, a local school district, regional school district, county vocational school, or charter school of the State who does not provide sick leave with full pay to an employee pursuant to N.J.S.A. 18A:30-2 or any other law, rule, or regulation of New Jersey and is required to comply with the requirements of the Act.

“Family member” means a child, grandchild, sibling, spouse, domestic partner, civil union partner, parent, or grandparent of an employee, or a spouse, domestic partner, or civil union partner of a parent or grandparent of an employee, or a sibling of a spouse, domestic partner, or civil union partner of the employee, or any other individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship.

“Health care professional” means any person licensed under Federal, State, or local law, or the laws of a foreign nation, to provide health care services, or any other person who has been authorized to provide health care by a licensed health care professional, including but not limited to doctors, nurses, and emergency room personnel.

“Parent” means a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or of the employee’s spouse, domestic partner, or civil union partner, or a person who stood in loco parentis of the employee or the employee’s spouse, domestic partner, or civil union partner when the employee, spouse or partner was a minor child.

“Retaliatory personnel action” means denial of any right guaranteed under the Act and any threat, discharge, including a constructive discharge, suspension, demotion, unfavorable reassignment, refusal to promote, disciplinary action, sanction, reduction of work hours, reporting or threatening to report the actual or suspected immigrant status of an employee or the employee’s family, or any other adverse action against an employee.

“Sibling” means a biological, foster, or adopted sibling of an employee.

“Spouse” means a husband or wife.

B. Provision of Earned Sick Leave – N.J.S.A. 34:11D-2

1. The employer shall provide earned sick leave in accordance with the Act for each employee working for the employer.
2. For every thirty hours worked, the employee shall accrue one hour of earned sick leave. The employer will not provide an employee their full complement of earned sick leave for a benefit year as required under N.J.S.A. 34:11D-2 on the first day of each benefit year in accordance with the Act.
3. The employer will not permit the employee to accrue or use in any benefit year, or carry forward from one benefit year to the next, more than forty hours of earned sick leave.
  - a. Unless the employee has accrued earned sick leave prior to October 29, 2018, the earned sick leave shall begin to accrue on October 29, 2018 for any employee who is hired and commences employment before October 29, 2018 and the employee shall be eligible to use the earned sick leave beginning on February 26, 2019 after the employee commences employment.
  - b. If the employee's employment commences after October 29, 2018, the earned sick leave shall begin to accrue upon the date that employment commences. The employee shall be eligible to use the earned sick leave as soon as employment commences and have accumulated accrued hours.
4. The employer shall be in compliance with N.J.S.A. 34:11D-2 if the employer offers paid time off to an employee, which is fully paid and shall include, but is not limited to personal days, vacation days, and sick days, and may be used for the purposes of N.J.S.A. 34:11D-3 in the manner provided by the Act, and is accrued at a rate equal to or greater than the rate described in N.J.S.A. 34:11D-2.
5. The employer shall pay the employee for earned sick leave at the same rate of pay with the same benefits as the employee normally earns, except that the pay rate shall not be less than the minimum wage required for the employee pursuant to N.J.S.A. 34:11-56a4.
6. Upon the mutual consent of the employee and employer, an employee may voluntarily choose to work additional hours or shifts during the same or following pay period, in lieu of hours or shifts missed, but shall not be required to work additional hours or shifts or use accrued earned sick leave. The employer may not require, as a condition of an employee using earned sick leave, that the employee search for or find a replacement



worker to cover the hours during which the employee is using earned sick leave.

7. If an employee is transferred to a separate division, entity, or location, but remains employed by the same employer, then the employee shall be entitled to all earned sick leave accrued at the prior division, entity, or location, and shall be entitled to use the accrued earned sick leave as provided in the Act.
8. If an employee is terminated, laid off, furloughed, or otherwise separated from employment with the employer, any unused accrued earned sick leave shall be reinstated upon the re-hiring or reinstatement of the employee to that employment, within six months of termination, being laid off or furloughed, or separation, and prior employment with the employer shall be counted towards meeting the eligibility requirements set forth in N.J.S.A. 34:11D-2.
9. The employer may choose the increments in which its employees may use earned sick leave, provided that the largest increment of earned sick leave an employee may be required to use for each shift for which earned sick leave is used shall be the number of hours the employee was scheduled to work during that shift.

C. Permitted Usage of Earned Sick Leave – N.J.S.A. 34:11D-3

1. The employer shall permit an employee to use the earned sick leave accrued pursuant to the Act for any of the following:
  - a. Time needed for diagnosis, care, or treatment of, or recovery from, an employee's mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee;
  - b. Time needed for the employee to aid or care for a family member of an employee during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member;
  - c. Absence necessary due to circumstances resulting from the employee, or a family member of an employee, being a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member: medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence; services from a designated domestic violence agency or other victim services organization; psychological or other counseling; relocation; or

legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence;

- d. Time during which the employee is not able to work because of a closure of the employee's workplace, or the school or place of care of a child of an employee, by order of a public official due to an epidemic or other public health emergency, or because of the issuance by a public health authority of a determination that the presence in the community of the employee, or a member of the employee's family in need of care by the employee, would jeopardize the health of others; or
  - e. Time needed by the employee in connection with a child of the employee to attend a school-related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.
2. If an employee's need to use earned sick leave is foreseeable, the employer may require advance notice, not to exceed seven calendar days prior to the date the leave is to begin, of the intention to use the leave and its expected duration, and shall make a reasonable effort to schedule the use of earned sick leave in a manner that does not unduly disrupt the operations of the employer. If the reason for the leave is not foreseeable, the employer will require an employee to give notice of the intention as soon as practicable, if the employer has notified the employee of this requirement.
- a. The employer may prohibit employees from using foreseeable earned sick leave on certain dates provided reasonable notice of these dates is provided to employees and the employer will require reasonable documentation if sick leave that is not foreseeable is used during those dates.
  - b. For earned sick leave of three or more consecutive days, the employer will require reasonable documentation that the leave is being taken for the purpose permitted under N.J.S.A. 34:11D-3.a. and C.1. above.
  - c. If the leave is permitted under N.J.S.A. 34:11D-3.a.(1) and C.1.a. above or N.J.S.A. 34:11D-3.a.(2) and C.1.b. above, documentation signed by a health care professional who is treating the employee or the family member of the employee indicating the need for the

leave and, if possible, number of days of leave, shall be considered reasonable documentation.

- d. If the leave is permitted under N.J.S.A. 34:11D-3.a.(3) and C.1.c. above because of domestic or sexual violence, any of the following shall be considered reasonable documentation of the domestic or sexual violence: medical documentation; a law enforcement agency record or report; a court order; documentation that the perpetrator of the domestic or sexual violence has been convicted of a domestic or sexual violence offense; certification from a certified Domestic Violence Specialist or a representative of a designated domestic violence agency or other victim services organization; or other documentation or certification provided by a social worker, counselor, member of the clergy, shelter worker, health care professional, attorney, or other professional who has assisted the employee or family member in dealing with the domestic or sexual violence.
  - e. If the leave is permitted under N.J.S.A. 34:11D-3.a.(4) and C.1.d. above, a copy of the order of the public official or the determination by the health authority shall be considered reasonable documentation.
  - f. If the leave is permitted under N.J.S.A. 34:11D-3.a.(5) and C.1.e. above, tangible proof of the reasons outlined in N.J.S.A. 34:11D-3.a.(5) and C.1.e. above shall be considered reasonable documentation.
3. Nothing in the Act shall be deemed to require the employer to provide earned sick leave for an employee's leave for purposes other than those identified in N.J.S.A. 34:11D-3, or prohibit the employer from taking disciplinary action against an employee who uses earned sick leave for purposes other than those identified in N.J.S.A. 34:11D-3.
  4. The employer will not pay an employee for unused earned sick leave at the end of the benefit year pursuant to N.J.S.A. 34:11D-3.c.
  5. Unless the employer's policy or a collective bargaining agreement provides for the payment of accrued earned sick leave upon termination, resignation, retirement, or other separation from employment, an employee shall not be entitled under N.J.S.A. 34:11D-3 to payment of unused earned sick leave upon the separation from employment.
  6. Any information the employer possesses regarding the health of an employee or any family member of the employee or domestic or sexual

violence affecting an employee or employee's family member shall be treated as confidential and not disclosed except to the affected employee or with the written permission of the affected employee.

D. Retaliation, Discrimination Prohibited – N.J.S.A. 34:11D-4

1. No employer shall take retaliatory personnel action or discriminate against an employee who accrues sick leave under the Act because the employee requests or uses earned sick leave either in accordance with the Act or the employer's own earned sick leave policy for employees covered under the Act. Any complaints alleging a violation of the Act shall be filed in accordance with the provisions of N.J.S.A. 34:11D-4.
  - a. The employer shall not count earned sick leave taken under the Act as an absence that may result in the employee being subject to discipline, discharge, demotion, suspension, a loss or reduction of pay, or any other adverse action.
2. There shall be a rebuttable presumption of an unlawful retaliatory personnel action under N.J.S.A. 34:11D-4 whenever the employer takes adverse action against an employee within ninety days of when that employee:
  - a. Files a complaint with the Department or a court alleging a violation of any provision of N.J.S.A. 34:11D-4;
  - b. Informs any person about the employer's alleged violation of N.J.S.A. 34:11D-4;
  - c. Cooperates with the Department or other persons in the investigation or prosecution of any alleged violation of N.J.S.A. 34:11D-4;
  - d. Opposes any policy, practice, or act that is unlawful under N.J.S.A. 34:11D-4; or
  - e. Informs any person of his or her rights under N.J.S.A. 34:11D-4.
3. Protections of N.J.S.A. 34:11D-4 shall apply to any person who mistakenly but in good faith alleges violations of the Act.
4. Any violator of the provisions of N.J.S.A. 34:11D-4 shall be subject to relevant penalties and remedies provided by the "New Jersey State Wage and Hour Law," N.J.S.A. 34:11-56a et seq., including the penalties and remedies provided by N.J.S.A. 34:11-56a24, and relevant penalties and

remedies provided by N.J.S.A. 2C:40A-2, for discharge or other discrimination.

E. Violations; Remedies, Penalties, Other Measures – N.J.S.A. 34:11D-5

1. Any failure of the employer to make available or pay earned sick leave as required by the Act, or any other violation of the Act, shall be regarded as a failure to meet the wage payment requirements of the “New Jersey State Wage and Hour Law,” N.J.S.A. 34:11-56a et seq., or other violation of the New Jersey State Wage and Hour Law, as the case may be, and remedies, penalties, and other measures provided by the New Jersey State Wage and Hour Law, N.J.S.A. 34:11-58, and N.J.S.A. 2C:40A-2 for failure to pay wages or other violations of the New Jersey State Wage and Hour Law shall be applicable, including, but not limited to, penalties provided pursuant to N.J.S.A. 34:11-56a22 and 34:11-56a24, and civil actions by employees pursuant to N.J.S.A. 34:11-56a25, except that an award to an employee in a civil act shall include, in addition to the amount provided pursuant to N.J.S.A. 34:11-56a25, any actual damages suffered by the employee as the result of the violation plus an equal amount of liquidated damages.

F. Retention of Records, Access – N.J.S.A. 34:11D-6

1. The employer shall retain records documenting hours worked by employees and earned sick leave accrued/advanced, used, paid, and paid out and carried over by/to employees, for a period of five years, and shall, upon demand, allow the Department access to those records to monitor compliance with the requirements of the Act.
  - a. If an employee makes a claim the employer has failed to provide earned sick leave required by the Act and the employer has not maintained or retained adequate records documenting hours worked by the employee and earned sick leave taken by the employee or does not allow the Department access to the records, it shall be presumed the employer has failed to provide the earned sick leave, absent clear and convincing evidence otherwise.
2. In addition, the penalties provided by the “New Jersey State Wage and Hour Law,” N.J.S.A. 34:11-56a et seq. for violations of the requirements of the New Jersey State Wage and Hour Law regarding the maintaining and disclosure of records shall apply to violations of the requirements of N.J.S.A. 34:11D-6.

G. Notification to Employees – N.J.S.A. 34:11D-7

1. The employer shall provide notification, in a form issued by the Commissioner, to employees of their rights under the Act, including the amount of earned sick leave to which they are entitled and the terms of its use and remedies provided by the Act to employees if the employer fails to provide the required benefits or retaliates against employees exercising their rights under the Act.
  - a. The employer shall conspicuously post the notification in a place or places accessible to all employees in each of the employer's workplaces.
  - b. The employer shall also provide each employee with a written copy of the notification: not later than thirty days after the form of the notification is issued; at the time of the employee's hiring, if the employee is hired after the issuance; and at any time, when first requested by the employee.
  - c. The Commissioner shall make the notifications available in English, Spanish, and any other language that the Commissioner determines is the first language of a significant number of workers in the State and the employer shall use the notification in English, Spanish, or any other language for which the Commissioner has provided notifications and which is the first language of a majority of the employer's workforce.

H. Provisions Preemptive; Construction of Act – N.J.S.A. 34:11D-8

1. No provision of the Act, or any regulations promulgated to implement or enforce the Act, shall be construed as:
  - a. Requiring the employer to reduce, or justifying the employer in reducing, rights or benefits provided by the employer pursuant to the employer's policy or a collective bargaining agreement which are more favorable to employees than those required by the Act or which provide rights or benefits to employees not covered by the Act;
  - b. Preventing or prohibiting the employer from agreeing, through a collective bargaining agreement or employer policy, to provide rights or benefits which are more favorable to employees than those required by the Act or to provide rights or benefits to employees not covered by the Act;
  - c. Prohibiting the employer from establishing a policy whereby an employee may donate unused accrued earned sick leave to another employee or other employees; or

d. Superseding any law providing collective bargaining rights for employees, or in any way reducing, diminishing, or adversely affecting those collective bargaining rights, or in any way reducing, diminishing, or affecting the obligations of the employer under those laws.

2. Employees or employee representatives may waive the rights or benefits provided under the Act during the negotiation of a collective bargaining agreement.

3. With respect to employees covered by a collective bargaining agreement in effect on October 29, 2018, no provision of the Act shall apply until the stated expiration of the collective bargaining agreement.

I. Severability – N.J.S.A. 34:11D-9

1. The provisions of the Act shall be deemed to be severable and if any section, subsection, paragraph, sentence or other part of the Act is declared to be unconstitutional, or the applicability thereof to any person is held invalid, the remainder of the Act shall not thereby be deemed to be unconstitutional or invalid.

Adopted:

## SPECIAL EDUCATION - FREE AND APPROPRIATE PUBLIC EDUCATION (M)

R 2460.8

M

A free and appropriate public education is available to all students with disabilities between the ages of three and twenty-one including students with disabilities who have been suspended or expelled from school.

Procedures regarding the provision of a free and appropriate public education to students with disabilities who are suspended or expelled are as follows:

1. School officials responsible for implementing suspensions/expulsions in the district are the following:  
  
Grades Pre-Kindergarten – Eight  
Superintendent/Principal or designee;
2. Each time a student with a disability is removed from his/her current placement for disciplinary reasons, notification of the removal is provided to the case manager by the Principal or designee. (Notification must be in written format for documentation.)
  - a. Removal for at least half of the school day shall be reported via the Student Safety Data System (SSDS).
3. Each Principal or designee will ensure that a system is in place to track the number of days a student with disabilities has been removed for disciplinary reasons. Documentation will include:
  - a. Student's name;
  - b. The infraction;
  - c. Time suspended; and
  - d. The cumulative days suspended including removal for a portion of the school day which is counted proportionately.
4. When a student is suspended from transportation:
  - a. Suspension from transportation is not counted as a day of removal if the student attended school.



- b. Suspension from transportation is counted as a day of removal if the student does not attend school.
  - c. If transportation is included in the student's IEP as a required related service, the school district shall provide alternate transportation during the period of suspension from the typical means of transportation.
  - d. Suspension from transportation may be counted as a day of absence rather than a day of removal if the district made available an alternate means of transportation and the student does not attend school.
5. When a student with a disability participates in an in-school suspension program, the Principal or designee shall ensure that participation in the program is not considered removal when determining whether a manifestation determination must be conducted if the program provides the following:
- a. Opportunity for the student to participate and progress in the general curriculum,
  - b. Services and modifications specified in the student's IEP,
  - c. Interaction with peers who are not disabled to the extent they would have in the current placement, and
  - d. The student is counted as present for the time spent in the in-school suspension program.
6. When a series of short-term removals will accumulate to more than ten school days in the year:
- a. The Principal/Vice Principal or designee and the case manager will consult to determine whether the removals create a change of placement according to N.J.A.C. 6A:14-2.8(c)2. Written documentation of the consultation between the school administration and the case manager shall be maintained by the case manager.
  - b. If it is determined that there is no change in placement, the Principal/Vice Principal or designee, the case manager, and special education teacher will consult to determine the extent to which services are necessary to:

- (1) Enable the student to participate and progress appropriately in the general education curriculum; and
    - (2) Advance appropriately toward achieving the goals set out in the student's IEP.
  - c. Written documentation of the consultation and services provided shall be maintained in the student's file.
7. When a disabled student is removed from his/her current placement for more than ten days and the removal does not constitute a change in placement, the case manager shall convene a meeting of the IEP Team and, as necessary or required, conduct a functional behavior assessment and review the behavioral intervention plan according to N.J.A.C. 6A:14 Appendix A, Individuals with Disabilities Education Act Amendments of 2004, 20 U.S.C. §1415(k). The IEP Team shall:
- a. Review the behavioral intervention plan and its implementation;
  - b. Determine if modifications are necessary; and
  - c. Modify the behavioral intervention plan and its implementation as appropriate. The plan will be modified to the extent necessary if at least one member of the team determines that modifications are necessary.

The case manager will document the date and the outcome of the meeting.

The documentation shall be placed in the student's file.

#### Procedures Regarding the Provision of a Free and Appropriate Public Education to Preschool Age Students with Disabilities

To ensure that preschoolers with disabilities who are not participating in an early intervention program have their initial IEP's in effect by their third birthday, a written request for an initial evaluation shall be forwarded to the district.

The following procedures will be followed:

1. A parent of a preschool-age student suspected of having a disability, who requests a Child Study Team (CST) evaluation by telephone, will be advised to submit a written request for an evaluation to the Preschool Coordinator or Supervisor of Special Services.
2. Upon receipt of the written request, the request shall be dated and signed by the recipient.

3. The district will respond to referrals of preschoolers according to N.J.A.C. 6A:14-3.3(e).
4. A file will be initiated for the potentially disabled preschooler:
  - a. ~~The School Psychologist will convene a referral/identification meeting within twenty calendar days (excluding school holidays but not summer vacation) of the date recorded on the request;~~
  - b. A "Notice of Referral/Identification Meeting" will be sent to the parent(s);
  - c. The notice will contain "Parental Rights in Special Education" (PRISE) Booklet;
  - d. The meeting will be attended by the CST, including a speech language specialist, the parent(s), and a teacher who is knowledgeable about the district's program; and
  - e. A program shall be in place no later than ninety calendar days from the date of consent.

#### Procedures Regarding the Provision of a Free, Appropriate Public Education to Students with Disabilities Who Are Advancing From Grade to Grade

The Supervisor of Special Services, through in-service training, shall ensure students with disabilities who are advancing from grade to grade with the support of specially designed services, continue to be eligible when as part of a reevaluation, the IEP Team determines the student continues to require specially designed services to progress in the general education curriculum and the use of functional assessment information supports the IEP Team's determination.

#### Procedures Involving Procedural Safeguards to Students Not Yet Eligible For Special Education

Disciplinary procedural safeguards will apply to students not yet eligible for special education. The parent and/or adult student may assert any of the protections of the law if the district had knowledge the student was a student with a disability before the behavior that precipitated the disciplinary action occurred.

Adopted:

## USE, POSSESSION, OR DISTRIBUTION OF SUBSTANCES (M)

R 3218

### M

#### A. Definition

1. "Board physician" means a physician currently licensed by the New Jersey Board of Medical Examiners in medicine or osteopathy and appointed by the Board of Education.
2. "Principal or designee" means the teaching staff member's Principal or a staff member designated by the Principal to be responsible at the time of the alleged violation or the teaching staff member's supervisor or a staff member designated by the teaching staff member's supervisor to be responsible at the time of the alleged violation.
3. "Substance" or "substances" as defined in N.J.S.A. 18A:40A-9 and N.J.A.C. 6A:16-4.1(a) means alcoholic beverages; any controlled dangerous substances, including anabolic steroids as defined in N.J.S.A. 24:21-2 and N.J.S.A. 2C:35-2; any chemical or chemical compound which releases vapors or fumes causing a condition of intoxication, inebriation, excitement, stupefaction, or dulling of the brain or nervous system, including, but not limited to, glue containing a solvent having the property of releasing toxic vapors or fumes as defined in N.J.S.A. 2C:35-10.4; and over-the-counter and prescription medications that are improperly used to cause intoxication, inebriation, excitement, stupefaction, or dulling of the brain or nervous system.
4. "Substance test" means a test conducted by a Board-approved laboratory using accepted substance use practices, accepted chain of custody procedures, and testing methodology recommended by the laboratory instrument's manufacturer.
5. "Under the influence" means the presence of a substance as defined in Policy 3218 and this Regulation as confirmed in a medical examination and substance test.

#### B. Procedures to be Followed When a Staff Member has Unlawfully Possessed or has been Involved in the Distribution of a Controlled Dangerous Substance

1. Subject to N.J.A.C. 6A:16-6.5, any staff member who, in the course of their employment, has reason to believe a staff member has unlawfully possessed or in any way been involved in the distribution of a controlled

dangerous substance, including anabolic steroids, or drug paraphernalia, shall report the matter as soon as possible to the Principal or designee in accordance with the provisions of Policy 3218 and N.J.A.C. 6A:16-6.3(a).

- a. In accordance with the provisions of N.J.A.C. 6A:16-6.3(a)1, upon receiving a report, the Principal or designee shall notify the Superintendent who shall notify, as soon as possible, the County Prosecutor or other law enforcement official designated by the County Prosecutor to receive such information.
- b. In accordance with the provisions of N.J.A.C. 6A:16-6.3(a)2, the Superintendent or designee shall provide to the County Prosecutor or designee all known information concerning the matter including the identity of the staff member involved.
- c. A staff member who unlawfully possessed or in any way has been involved in the distribution of a controlled dangerous substance, including anabolic steroids, or drug paraphernalia, shall be subject to appropriate discipline, which may include, but not be limited to, termination of a non-tenured teaching staff member or the filing of tenure charges for a tenured teaching staff member in accordance with law.

C. Procedures to be Followed When a Teaching Staff Member is Suspected to be Under the Influence of a Substance

1. The following procedures shall be used when a teaching staff member is suspected of being under the influence of a substance during work hours or at a school-sponsored function where the teaching staff member has been assigned job responsibilities.
  - a. The Principal or designee, upon receiving a report or information a teaching staff member may be under the influence of a substance during work hours or at a school-sponsored function where the teaching staff member has been assigned job responsibilities will:
    - (1) Immediately notify the Superintendent;
    - (2) Immediately meet with the teaching staff member;
      - (a) The Principal or designee may include another staff member in this meeting; and
      - (b) The teaching staff member suspected of being under the influence may include another staff member or a representative of their choice in this meeting.

- b. The Principal or designee shall present to the teaching staff member the report or information supporting the suspicion the teaching staff member may be under the influence of a substance.
  - c. The teaching staff member shall be provided an opportunity to respond to the report or information presented by the Principal or designee.
  - d. In the event the Principal or designee believes the teaching staff member may be under the influence of a substance after meeting with the teaching staff member, the Principal or designee will arrange for an immediate medical examination by the Board physician. The medical examination shall include a substance test administered by the Board physician or a Board-approved laboratory.
  - e. The teaching staff member shall be transported to the examination and testing location by means of transportation approved by the Superintendent or designee and shall be accompanied by the Principal or designee.
  - f. The teaching staff member, prior to the medical examination and substance test, will be informed by the Board physician or designee on the type of testing to be completed and the substances that will be tested.
  - g. The teaching staff member may, prior to being examined or tested, disclose to the Board physician or designee any prescription medicine, over-the-counter medicine or supplements, or any other reason why the teaching staff member's test results may be positive.
  - h. Refusal by a teaching staff member to consent to the medical examination which includes a substance test will be deemed a positive test result for substances.
2. The results of the medical examination and substance test shall be used by the Board physician to determine if the teaching staff member is under the influence of any substance as defined in Policy 3218 and this Regulation. The substance test procedures will provide for a confirmation test using acceptable confirmation test procedures.
- a. Any specimen determined by the Board physician or Board-approved laboratory to have been adulterated by the teaching staff member will be deemed a positive test result for substances.

3. The results of the substance test shall be provided to the Superintendent and Board physician within twenty-four hours of the test being administered or as soon as the test results are available. The Superintendent shall provide the teaching staff member with these results.

~~a. In the event the results of the medical examination and substance test are not provided to the Superintendent, it will be deemed a positive test result for substances.~~

4. If the Board physician determines, based upon the medical examination and the results of the substance test, that the teaching staff member was not under the influence of a substance during work hours or at a school-sponsored function where the teaching staff member was assigned job responsibilities, the teaching staff member shall return to their position in the school district unless the Superintendent has a reason the teaching staff member should not be returned to their position.

5. If the Board physician determines, based upon the medical examination and the results of the substance test, that the teaching staff member was under the influence of a substance during work hours or at a school-sponsored function where the teaching staff member was assigned job responsibilities, the Board physician will:

a. Discuss the results of the examination and substance test with the teaching staff member and provide the teaching staff member an opportunity to present any medical or other reasons for the Board physician's determination.

b. Provide the teaching staff member an opportunity to have the substance test results confirmed by a laboratory selected by the teaching staff member and approved by the Board physician and Superintendent.

(1) The Board physician will schedule and coordinate the confirmation test procedures, including the acceptable time period for the confirmation test to be conducted based on the existing test results, and the time in which a confirmation test result would be valid. This confirmation test shall be paid for by the teaching staff member.

(2) The confirmation test results must be provided to the Board physician and Superintendent within the time period required by the Board physician.

(3) Any confirmation test results provided to the Board physician and Superintendent not within the time period required by the Board physician shall not be accepted and the teaching staff member shall be determined to have waived their right to have the results of a confirmation test considered.

c. After completing the requirements in 5. a. and b. above, the Board physician shall make a final determination whether the teaching staff member was under the influence of a substance during work hours or at a school-sponsored function where the teaching staff member was assigned job responsibilities.

(1) If the Board physician makes a final determination the teaching staff member was not under the influence during work hours or at a school-sponsored function where the teaching staff member was assigned job responsibilities, the Board physician will report a final determination to the Superintendent and the teaching staff member shall return to their position in the school district unless the Superintendent has a reason the teaching staff member should not be returned to their position. Any records or documentation regarding a negative medical examination or substance test shall not be included in the teaching staff member's personnel file.

(2) If the Board physician makes a final determination the teaching staff member was under the influence during work hours or at a school-sponsored function where the teaching staff member was assigned job responsibilities, the Board physician will report a final determination to the Superintendent.

D. Procedures to be Followed When a Teaching Staff Member is Determined to be Under the Influence of a Substance

1. Any teaching staff member determined by the Board physician to be under the influence of a substance during work hours or at a school-sponsored function where the teaching staff member was assigned job responsibilities shall be required to meet with the Superintendent.

a. The teaching staff member may include a staff member or a representative of their choice in this meeting.

2. The Superintendent will provide the teaching staff member an opportunity to respond to the Board physician's determination.



3. A teaching staff member determined to be under the influence of a substance during work hours or at a school-sponsored function where the teaching staff member was assigned job responsibilities will be subject to appropriate discipline which may include, but not be limited to:
  - a. Withholding an increment;
  - b. Terminating a non-tenured teaching staff member; and/or
  - c. Filing tenure charges for a tenured teaching staff member.

Issued:

## USE, POSSESSION, OR DISTRIBUTION OF SUBSTANCES (M)

R 4218

### M

#### A. Definition

1. "Board physician" means a physician currently licensed by the New Jersey Board of Medical Examiners in medicine or osteopathy and appointed by the Board of Education.
2. "Substance" or "substances" as defined in N.J.S.A. 18A:40A-9 and N.J.A.C. 6A:16-4.1(a) means alcoholic beverages; any controlled dangerous substances, including anabolic steroids as defined in N.J.S.A. 24:21-2 and N.J.S.A. 2C:35-2; any chemical or chemical compound which releases vapors or fumes causing a condition of intoxication, inebriation, excitement, stupefaction, or dulling of the brain or nervous system, including, but not limited to, glue containing a solvent having the property of releasing toxic vapors or fumes as defined in N.J.S.A. 2C:35-10.4; and over-the-counter and prescription medications that are improperly used to cause intoxication, inebriation, excitement, stupefaction, or dulling of the brain or nervous system.
3. "Substance test" means a test conducted by a Board-approved laboratory using accepted substance use practices, accepted chain of custody procedures, and testing methodology recommended by the laboratory instrument's manufacturer.
4. "Support staff member's supervisor" or "supervisor" means the building or district administrative staff member who is responsible for supervising the support staff member. For the purposes of this Policy and Regulation, the support staff member's supervisor shall be the support staff member's Principal or any other administrative staff member responsible at the time of the alleged violation or as designated by the Superintendent.
5. "Under the influence" means the presence of a substance as defined in Policy 4218 and this Regulation as confirmed in a medical examination and substance test.

#### B. Procedures to be Followed When a Staff Member has Unlawfully Possessed or has been Involved in the Distribution of a Controlled Dangerous Substance

1. Subject to N.J.A.C. 6A:16-6.5, any staff member who, in the course of their employment, has reason to believe a staff member has unlawfully possessed or in any way been involved in the distribution of a controlled dangerous substance, including anabolic steroids, or drug paraphernalia, shall report the matter as soon as possible to the staff member's supervisor in accordance with the provisions of Policy 4218 and N.J.A.C. 6A:16-6.3(a).

a. In accordance with the provisions of N.J.A.C. 6A:16-6.3(a)1, upon receiving a report, the supervisor shall notify the Superintendent who shall notify, as soon as possible, the County Prosecutor or other law enforcement official designated by the County Prosecutor to receive such information.

b. In accordance with the provisions of N.J.A.C. 6A:16-6.3(a)2, the Superintendent or designee shall provide to the County Prosecutor or designee all known information concerning the matter including the identity of the staff member involved.

c. A staff member who unlawfully possessed or in any way has been involved in the distribution of a controlled dangerous substance, including anabolic steroids, or drug paraphernalia, shall be subject to appropriate discipline, which may include, but not be limited to, termination of a non-tenured support staff member or the filing of tenure charges for a tenured support staff member in accordance with law.

C. Procedures to be Followed When a Support Staff Member is Suspected to be Under the Influence of a Substance

1. The following procedures shall be used when a support staff member is suspected of being under the influence of a substance during work hours or at a school-sponsored function where the support staff member has been assigned job responsibilities.

a. The support staff member's supervisor, upon receiving a report or information a support staff member may be under the influence of a substance during work hours or at a school-sponsored function where the support staff member has been assigned job responsibilities will:

(1) Immediately notify the Superintendent;

(2) Immediately meet with the support staff member;

- (a) The support staff member's supervisor may include another staff member in this meeting; and
    - (b) The support staff member suspected of being under the influence may include another staff member or a representative of their choice in this meeting.
  - b. The support staff member's supervisor shall present to the support staff member the report or information supporting the suspicion the support staff member may be under the influence of a substance.
  - c. The support staff member shall be provided an opportunity to respond to the report or information presented by the supervisor.
  - d. In the event the supervisor or designee believes the support staff member may be under the influence of a substance after meeting with the support staff member, the supervisor will arrange for an immediate medical examination by the Board physician. The medical examination shall include a substance test administered by the Board physician or a Board-approved laboratory.
  - e. The support staff member shall be transported to the examination and testing location by means of transportation approved by the Superintendent or designee and shall be accompanied by the support staff member's supervisor or designee.
  - f. The support staff member, prior to the medical examination and substance test, will be informed by the Board physician or designee on the type of testing to be completed and the substances that will be tested.
  - g. The support staff member may, prior to being examined or tested, disclose to the Board physician or designee any prescription medicine, over-the-counter medicine or supplements, or any other reason why the support staff member's test results may be positive.
  - h. Refusal by a support staff member to consent to the medical examination which includes a substance test will be deemed a positive result for substances.
2. The results of the medical examination and substance test shall be used by the Board physician to determine if the support staff member is under the influence of any substance as defined in Policy 4218 and this Regulation. The substance test procedures will provide for a confirmation test using acceptable confirmation test procedures.

- a. Any specimen determined by the Board physician or Board-approved laboratory to have been adulterated by the support staff member will be deemed a positive result for substances.
3. The results of the substance test shall be provided to the Superintendent and Board physician within twenty-four hours of the test being administered or as soon as the test results are available. The Superintendent shall provide the support staff member with these results.
  - a. In the event the results of the medical examination and substance test are not provided to the Superintendent, it will be deemed a positive result for substances.
4. If the Board physician determines, based upon the medical examination and the results of the substance test, that the support staff member was not under the influence of a substance during work hours or at a school-sponsored function where the support staff member was assigned job responsibilities, the support staff member shall return to their position in the school district unless the Superintendent has a reason the support staff member should not be returned to their position.
5. If the Board physician determines, based upon the medical examination and the results of the substance test, that the support staff member was under the influence of a substance during work hours or at a school-sponsored function where the support staff member was assigned job responsibilities, the Board physician will:
  - a. Discuss the results of the examination and substance test with the support staff member and provide the support staff member an opportunity to present any medical or other reasons for the Board physician's determination.
  - b. Provide the support staff member an opportunity to have the substance test results confirmed by a laboratory selected by the support staff member and approved by the Board physician and Superintendent.
    - (1) The Board physician will schedule and coordinate the confirmation test procedures, including the acceptable time period for the confirmation test to be conducted based on the existing test results, and the time in which a confirmation test result would be valid. This confirmation test shall be paid for by the support staff member.

- (2) The confirmation test results must be provided to the Board physician and Superintendent within the time period required by the Board physician.
  - (3) Any confirmation test results provided to the Board physician and Superintendent not within the time period required by the Board physician shall not be accepted and the support staff member shall be determined to have waived their right to have the results of a confirmation test considered.
- c. After completing the requirements in 5. a. and b. above, the Board physician shall make a final determination whether the support staff member was under the influence of a substance during work hours or at a school-sponsored function where the support staff member was assigned job responsibilities.
- (1) If the Board physician makes a final determination the support staff member was not under the influence during work hours or at a school-sponsored function where the support staff member was assigned job responsibilities, the Board physician will report a final determination to the Superintendent and the support staff member shall return to their position in the school district unless the Superintendent has a reason the support staff member should not be returned to their position. Any records or documentation regarding a negative medical examination or substance test shall not be included in the support staff member's personnel file.
  - (2) If the Board physician makes a final determination the support staff member was under the influence during work hours or at a school-sponsored function where the support staff member was assigned job responsibilities, the Board physician will report a final determination to the Superintendent.

D. Procedures to be Followed When a Support Staff Member is Determined to be Under the Influence of a Substance

1. Any support staff member determined by the Board physician to be under the influence of a substance during work hours or at a school-sponsored function where the support staff member was assigned job responsibilities shall be required to meet with the Superintendent.

- a. The support staff member may include a staff member or a representative of their choice in this meeting.
2. The Superintendent will provide the support staff member an opportunity to respond to the Board physician's determination.
- ~~3. A support staff member determined to be under the influence of a substance during work hours or at a school-sponsored function where the support staff member was assigned job responsibilities will be subject to appropriate discipline which may include, but not be limited to:~~
  - a. Withholding an increment;
  - b. Terminating a non-tenured support staff member; and/or
  - c. Filing tenure charges for a tenured support staff member.

Issued:

## ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS (M)

R 5111

M

### A. Definitions

1. "Affidavit student" means a student attending, or seeking to attend, school in a district pursuant to N.J.S.A. 18A:38-1.b and N.J.A.C. 6A:22-3.2(a).
2. "Appeal" means contested case proceedings before the Commissioner of Education pursuant to N.J.A.C. 6A:3, Controversies and Disputes.
3. "Applicant" means a parent, guardian, or a resident supporting an affidavit student who seeks to enroll a student in a school district; or an unaccompanied homeless youth or adult student who seeks to enroll in a school district.
4. "Commissioner" means the Commissioner of Education or his/her designee.
5. "Guardian" means a person to whom a court of competent jurisdiction has awarded guardianship or custody of a child, provided that a residential custody order shall entitle a child to attend school in the residential custodian's school district unless it can be proven that the child does not actually live with the custodian. "Guardian" also means the Department of Children and Families for purposes of N.J.S.A. 18A:38-1.e.

### B. Eligibility to Attend School – Students Domiciled in the District

1. A student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in this school district if the student is domiciled within the district:
  - a. A student is domiciled in the school district when he or she is living with a parent or guardian whose domicile is located within the school district.
    - (1) When a student's parents or guardians are domiciled within different school districts and there is no court order or written agreement between the parents designating the school district of attendance, the student's domicile is the school district of the parent or guardian with whom the student lives for the majority of the school year. This



provision shall apply regardless of which parent has legal custody.

- (2) When a student's physical custody is shared on an equal-time, alternating week/month or other similar basis so the student is not living with one parent or guardian for a majority of the school year and there is no court order or written agreement between the parents designating the school district of attendance, the student's domicile is the present domicile of the parent or guardian with whom the student resided on the last school day prior to October 16 preceding the application date.
  - (a) When a student resided with both parents or guardians, or with neither parent or guardian, on the last school day prior to the preceding October 16, the student's domicile is the domicile of the parent or guardian with whom the parents or guardians indicate the student will be residing on the last school day prior to the ensuing October 16. When the parents or guardians do not designate or cannot agree upon the student's likely residence as of that date, or if on that date the student is not residing with the parent or guardian previously indicated, the student shall attend school in the school district of domicile of the parent or guardian with whom the student actually lives as of the last school day prior to October 16.
  - (b) When the domicile of the student with disabilities as defined in N.J.A.C. 6A:14 cannot be determined pursuant to N.J.A.C. 6A:22-3.1, nothing shall preclude an equitable determination of shared responsibility for the cost of such student's out-of-district placement.
- (3) When a student is living with a person other than a parent or guardian, nothing in N.J.A.C. 6A:22-3.1 is intended to limit the student's right to attend school in the parent or guardian's school district of domicile pursuant to the provisions of N.J.A.C. 6A:22.
- (4) No school district shall be required to provide transportation for a student residing outside the school district for all or part of the school year unless transportation is based upon the home of the parent or

guardian domiciled within the school district or otherwise required by law.

- b. A student is domiciled in the school district when he or she has reached the age of eighteen or is emancipated from the care and custody of a parent or guardian and has established a domicile within the school district.
  - c. A student is domiciled in the school district when the student has come from outside the State and is living with a person domiciled in the school district who will be applying for guardianship of the student upon expiration of the six-month "waiting period" of State residency required pursuant to N.J.S.A. 2A:34-54 ("home state" definition) and 2A:34-65.a(1). However, a student may later be subject to removal proceedings if application for guardianship is not made within a reasonable period of time following expiration of the mandatory waiting period or if guardianship is applied for and denied.
  - d. A student is domiciled in the school district when his or her parent or guardian resides within the school district on an all-year-round basis for one year or more, notwithstanding the existence of a domicile elsewhere.
  - e. A student is domiciled in the school district if the Department of Children and Families is acting as the student's guardian and has placed the student in the school district.
2. When a student's dwelling is located within two or more school districts, or bears a mailing address that does not reflect the dwelling's physical location within a municipality, the school district of domicile for school attendance purposes shall be the municipality to which the majority of the dwelling's property tax is paid, or to which the majority of the dwelling's or unit's property tax is paid.
- a. When property tax is paid in equal amounts to two or more municipalities, and there is no established assignment for students residing in the affected dwellings, the school district of domicile for school attendance purposes shall be determined through assessment of individual proofs as provided pursuant to N.J.A.C. 6A:22-3.4.
  - b. This provision shall not preclude the attendance of currently enrolled students who were permitted to attend the school district prior to December 17, 2001.

- c. When a student's parent or guardian elects to exercise such entitlement, nothing in N.J.A.C. 6A:22-3.1 shall exclude a student's right to attend the school district of domicile although the student is qualified to attend a different school district pursuant to N.J.S.A. 18A:38-1.b or the temporary residency (less than one year) provision of N.J.S.A. 18A:38-1.d.
3. Notwithstanding the provisions of N.J.S.A. 18A:38-1 or any other section of law to the contrary, a child who is domiciled within the school district and resides with a parent or guardian who is a member of the New Jersey National Guard or a member of the reserve component of the armed forces of the United States who is ordered into active military service in any of the armed forces of the United States in a time of war or national emergency, shall be permitted to remain enrolled in the school district in which the child is domiciled at the time of the parent or guardian being ordered into active military service, regardless of where the child resides during the period of active duty. The school district shall not be responsible for providing transportation for the child if the child lives outside of the district. Following the return of the child's parent or guardian from active military service, the child's eligibility to remain enrolled in the school district pursuant to N.J.S.A. 18A:38-3.1 shall cease at the end of the current school year unless the child is domiciled in the school district.

#### C. Eligibility to Attend School – Other Students Eligible to Attend School

1. A student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in this school district pursuant to N.J.S.A. 18A:38-1.b if that student is kept in the home of a person other than the student's parent or guardian, and the person is domiciled in the school district and is supporting the student without remuneration as if the student were his or her own child.
  - a. A student is not eligible to attend this school district pursuant to this provision unless:
    - (1) The student's parent or guardian has filed, together with documentation to support its validity, a sworn statement that he or she is not capable of supporting or providing care for the student due to family or economic hardship and that the student is not residing with the other person solely for the purpose of receiving a free public education; and
    - (2) The person keeping the student has filed, if so required by the Board of Education:

- (a) A sworn statement that he or she is domiciled within the school district, is supporting the child without remuneration and intends to do so for a longer time than the school term, and will assume all personal obligations for the student pertaining to school requirements; and
    - (b) A copy of his or her lease if a tenant, a sworn landlord's statement if residing as a tenant without a written lease, or a mortgage or tax bill if an owner.
  - b. A student shall not be deemed ineligible under this provision because required sworn statement(s) cannot be obtained when evidence is presented that the underlying requirements of the law are being met, notwithstanding the inability of the resident or student to obtain the sworn statement(s).
  - c. A student shall not be deemed ineligible under this provision when evidence is presented that the student has no home or possibility of school attendance other than with a school district resident who is not the student's parent or guardian, but is acting as the sole caretaker and supporter of the student.
  - d. A student shall not be deemed ineligible under this provision solely because a parent or guardian gives occasional gifts or makes limited contributions, financial or otherwise, toward the student's welfare provided the resident keeping the student receives from the parent or guardian no payment or other remuneration for regular maintenance of the student.
  - e. Pursuant to N.J.S.A. 18A:38-1.c, any person who fraudulently allows a child of another person to use his or her residence and is not the primary financial supporter of that child and any person who fraudulently claims to have given up custody of his or her child to a person in another school district commits a disorderly persons offense.
2. A student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in this school district pursuant to N.J.S.A. 18A:38-1.b if the student is kept in the home of a person domiciled in the school district, who is not the parent or guardian and the parent or guardian is a member of the New Jersey National Guard or the reserve component of the United States armed forces and has been

ordered into active military service in the United States armed forces in time of war or national emergency.

- a. Eligibility under this provision shall cease at the end of the school year during which the parent or guardian returns from active military duty.
3. A student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in this school district pursuant to N.J.S.A. 18A:38-1.d if the student's parent or guardian temporarily resides within the school district and elects to have the student attend the school district of temporary residence, notwithstanding the existence of a domicile elsewhere.
    - a. When required by the Board of Education, the parent or guardian shall demonstrate the temporary residence is not solely for purposes of the student attending the school district of temporary residence;
    - b. When one of a student's parents or guardians temporarily resides in a school district while the other is domiciled or temporarily resides elsewhere, eligibility to attend school shall be determined in accordance with N.J.A.C. 6A:22-3.1(a)1i. However, no student shall be eligible to attend school based upon a parent or guardian's temporary residence in a school district unless the parent or guardian demonstrates, if required by the Board of Education, the temporary residence is not solely for purposes of a student's attending the school district.
  4. A student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in this school district pursuant to N.J.S.A. 18A:38-1.f if the student's parent or guardian moves to another school district as the result of being homeless, subject to the provisions of N.J.A.C. 6A:17-2, Education of Homeless Children.
  5. A student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in this school district pursuant to N.J.S.A. 18A:38-2 if the student is placed by court order or by a society, agency, or institution in the home of a school district resident pursuant to N.J.S.A. 18A:38-2. As used in this section, "court order" shall not encompass orders of residential custody under which claims of entitlement to attend a school district are governed by provisions of

N.J.S.A. 18A:38-1 and the applicable standards set forth in N.J.A.C. 6A:22.

6. A student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in this school district pursuant to N.J.S.A. 18A:38-3.b if the student previously resided in the school district and if the parent or guardian is a member of the New Jersey National Guard or the United States reserves and has been ordered to active service in time of war or national emergency, resulting in the relocation of the student out of the school district. A school district admitting a student pursuant to N.J.S.A. 18A:38-3.b shall not be obligated for transportation costs.
7. A student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend the school district pursuant to N.J.S.A. 18A:38-7.7 et seq. if the student resides on Federal property within the State.
8. In accordance with N.J.S.A. 18A:38-1.1, a student who is not considered homeless under N.J.S.A. 18A:7B-12 and who moves to a new school district during the academic year as a result of a family crisis shall be permitted to remain enrolled in the original school district of residence for the remainder of the school year without the payment of tuition. A student attending an academic program during the summer, who is otherwise eligible except for the timing of the move, shall be permitted to remain in the school district for the remainder of the summer program if it is considered an extension of the preceding academic year.
  - a. For purposes of N.J.A.C. 6A:22-3.2(h) and Policy and Regulation 5111, "family crisis" shall include, but not be limited to:
    - (1) An instance of abuse such as domestic violence or sexual abuse;
    - (2) A disruption to the family unit caused by death of a parent or guardian; or
    - (3) An unplanned displacement from the original residence such as fire, flood, hurricane, or other circumstances that render the residence uninhabitable.
  - b. Upon notification of the move by the parent or guardian, the original school district of residence shall allow the student to continue attendance and shall provide transportation services to

and from the student's new domicile in accordance with N.J.S.A. 18A:39-1. The original school district of residence may request from the parent or guardian and may review supporting documentation about the reason(s) for the move; however, any such review shall not interrupt the student's continued enrollment in the school district and in the current school of attendance with the provision of transportation.

- (1) Examples of documentation include, but are not limited to, newspaper articles, insurance claims, police or fire reports, notes from health professionals, custody agreements, or any other legal document.
- c. If the parent or guardian or the relevant documentation indicates the child is homeless pursuant to N.J.S.A. 18A:7B-12, the school district liaison shall assume the coordination of enrollment procedures pursuant to N.J.A.C. 6A:17-2.5 and the student shall not be eligible for enrollment under N.J.S.A. 18A:38-1.1.
- d. If the original school district of residence determines the situation does not meet the family crisis criteria outlined in 8.a. above, the Superintendent or designee shall notify the parent or guardian in writing. The notification shall inform the parent or guardian of his or her right to appeal the decision within twenty-one calendar days of his or her receipt of the notification, and shall state that if such appeal is denied, he or she may be assessed the costs for transportation provided to the new residence during the period of ineligible attendance. It shall also state whether the parent or guardian is required to withdraw the student by the end of the twenty-one day appeal period in the absence of an appeal.
- (1) The parent or guardian may appeal by submitting the request in writing with supporting documentation to the Executive County Superintendent of the county in which the original school district of residence is situated.
  - (2) Within thirty calendar days of receiving the request and documentation, the Executive County Superintendent shall issue a determination whether the situation meets the family crisis criteria set forth at 8.a. above. The original school district of residence shall continue to enroll the student and provide transportation to the current school of attendance in accordance with N.J.S.A. 18A:39-1 until the determination is issued.

- (3) If the Executive County Superintendent determines the situation does not constitute a family crisis, the school district may submit to the Executive County Superintendent for approval the cost of transportation to the ineligible student's new domicile. The Executive County Superintendent shall certify the transportation costs to be assessed ~~to the parent or guardian for the period of~~ ineligible attendance.
- e. When the original school district of residence determines the situation constitutes a family crisis pursuant to N.J.S.A. 18A:38-1.1, the Superintendent or designee shall immediately notify the parent or guardian in writing.
- (1) When the original school district of residence anticipates the need to apply for reimbursement of transportation costs, it shall send to the Executive County Superintendent a request and documentation of the family crisis for confirmation the situation meets the criteria set forth at 8.a. above.
  - (2) Within thirty days of receiving the school district's request and documentation, the Executive County Superintendent shall issue a determination of whether the situation meets the criteria for a family crisis. The original school district of residence shall continue to enroll the student and provide transportation to the current school of attendance in accordance with N.J.S.A. 18A:39-1 until the determination is issued, and shall not be reimbursed for additional transportation costs unless the Executive County Superintendent determines the situation is a family crisis or as directed by the Commissioner upon appeal.
- f. In providing transportation to students under N.J.S.A. 18A:38-1.1, the Board shall use the most efficient and cost-effective means available and in conformance with all laws governing student transportation.
- g. At the conclusion of the fiscal year in which the Executive County Superintendent has determined the situation constitutes a family crisis, the original school district of residence may apply to the Executive County Superintendent for a reimbursement of eligible costs for transportation services.



- (1) Eligible costs shall include transportation for students who are required to be transported pursuant to N.J.S.A. 18A:39-1.
  - (2) The school district shall provide documentation of the transportation costs for the eligible student(s) to the ~~Executive County Superintendent who shall review and~~ forward the information to the Department's Office of School Facilities and Finance for reimbursement payment(s) to the school district.
  - (3) Payment to the school district shall be made in the subsequent fiscal year and shall equal the approved cost less the amount of transportation aid received for the student(s).
- h. Nothing in N.J.A.C. 6A:22-3.2 shall prevent the Board of Education from allowing a student to enroll without the payment of tuition pursuant to N.J.S.A. 18A:38-3.a.
- i. Nothing in N.J.A.C. 6A:22-3.2 shall prevent a parent or school district from appealing the Executive County Superintendent's decision(s) to the Commissioner in accordance with N.J.A.C. 6A:3-1.3. If the Commissioner of Education determines the situation is not a family crisis, his or her decision shall state which of the following shall pay the transportation costs incurred during the appeal process: the State, school district, or parent.

#### D. Housing and Immigration Status

1. A student's eligibility to attend school shall not be affected by the physical condition of an applicant's housing or his or her compliance with local housing ordinances or terms of lease.
2. Except as set forth in a. below, immigration/visa status shall not affect eligibility to attend school. Any student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, who is domiciled in the school district or otherwise eligible to attend school in the district pursuant to N.J.A.C. 6A:22-3.2 shall be enrolled without regard to, or inquiry concerning, immigration status.
  - a. However, the provisions of N.J.S.A. 18A:38-1 and N.J.A.C. 6A:22 shall not apply to students who have obtained, or are seeking to obtain, a Certificate of Eligibility for Nonimmigrant Student Status (INS Form I-20) from the school district in order to apply to the

INS for issuance of a visa for the purpose of limited study on a tuition basis in a United States public secondary school ("F-1" Visa).

3. F-1 Visa Students

The school district will permit the attendance of F-1 Visa students into the school district only with the payment of full tuition and a signed tuition contract. The district may require advance payment of full tuition before providing the requested I-20 Form, in accordance with the provisions of Federal regulation 8 CFR 214.3. An F-1 Visa is granted to a foreign student through an application process that must include, but is not limited to, signed approval by the receiving school district exhibiting the receiving school district will accept the foreign student for enrollment and the foreign student's proof of financial means to pay the full tuition to the receiving school district for the academic year.]

E. Nothing in Policy and Regulation 5111 or N.J.A.C. 6A:22-3.2 shall be construed to limit the discretion of the Board to admit nonresident students, or the ability of a nonresident student to attend school with or without payment of tuition, with the consent of the district Board pursuant to N.J.S.A. 18A:38-3.a.

F. Proof of Eligibility

1. The Board of Education shall accept a combination of any of the following or similar forms of documentation from persons attempting to demonstrate a student's eligibility for enrollment in the school district:
  - a. Property tax bills; deeds; contracts of sale; leases; mortgages; signed letters from landlords; and other evidence of property ownership, tenancy, or residency;
  - b. Voter registrations; licenses; permits; financial account information; utility bills; delivery receipts; and other evidence of personal attachment to a particular location;
  - c. Court orders; State agency agreements; and other evidence of court or agency placements or directives;
  - d. Receipts; bills; cancelled checks; insurance claims or payments; and other evidence of expenditures demonstrating personal attachment to a particular location, or to support the student;

- e. Medical reports; counselor or social worker assessments; employment documents; unemployment claims; benefit statements; and other evidence of circumstances demonstrating family or economic hardship, or temporary residency;
  - f. Affidavits, certifications and sworn attestations pertaining to statutory criteria for school attendance, from the parent, guardian, person keeping an "affidavit student," adult student, person(s) with whom a family is living, or others, as appropriate;
  - g. Documents pertaining to military status and assignment; and
  - h. Any other business record or document issued by a governmental entity.
2. The Board of Education may accept forms of documentation not listed above, and shall not exclude from consideration any documentation or information presented by an applicant.
  3. The Board of Education shall consider the totality of information and documentation offered by an applicant, and shall not deny enrollment based on failure to provide a particular form or subset of documents without regard to other evidence presented.
  4. The Board of Education shall not condition enrollment on the receipt of information or documents protected from disclosure by law, or pertaining to criteria that are not a legitimate basis for determining eligibility to attend school. They include, but are not limited to:
    - a. Income tax returns;
    - b. Documentation or information relating to citizenship or immigration/visa status, except as set forth in N.J.A.C. 6A:22-3.3(b);
    - c. Documentation or information relating to compliance with local housing ordinances or conditions of tenancy; and
    - d. Social security numbers.
  5. The Board of Education may consider, in a manner consistent with Federal law, documents or information referenced in 4. above, or pertinent parts thereof if voluntarily disclosed by the applicant. However, the Board of Education may not, directly or indirectly, require or request such disclosure as an actual or implied condition of enrollment.

6. In the case of a dispute between the school district and the parents or guardians of a student in regard to a student's eligibility to enroll in the school district or to remain enrolled in the school district pursuant to the provisions of N.J.S.A. 18A:38-1, the school district may request from the New Jersey Motor Vehicle Commission the parent or guardian's name and address for use in verifying a student's eligibility for enrollment in the school district.

G. Registration Forms and Procedures for Initial Assessment

1. The Board of Education shall use Commissioner-provided registration forms, or locally developed forms that:
  - a. Are consistent with the forms provided by the Commissioner;
  - b. Do not seek information prohibited by N.J.A.C. 6A:22 or any other provision of statute or rule;
  - c. Summarize, for the applicant's reference, the criteria for attendance set forth in N.J.S.A. 18A:38-1, and specify the nature and form of any sworn statement(s) to be filed;
  - d. Clearly state the purpose for which the requested information is being sought in relation to the criteria; and
  - e. Notify applicants that an initial eligibility determination is subject to a more thorough review and evaluation, and that an assessment of tuition is possible if an initially admitted applicant is later found ineligible.
2. The Board of Education shall make available sufficient numbers of registration forms and trained registration staff to ensure prompt eligibility determinations and enrollment. Enrollment applications may be taken by appointment, but appointments shall be promptly scheduled and shall not unduly defer a student's attendance at school.
  - a. If the school district uses separate forms for affidavit student applications rather than a single form for all types of enrollment, affidavit student forms shall comply in all respects with the provisions of G.1. above. When affidavit student forms are used, the school district shall provide them to any person attempting to register a student of whom he or she is not the parent or guardian, even if not specifically requested.
    - (1) The Board of Education or its agents shall not demand or suggest that guardianship or custody must be obtained

before enrollment will be considered for a student living with a person other than the parent or guardian since such student may qualify as an affidavit student.

- (2) The Board of Education or its agents shall not demand or suggest that an applicant seeking to enroll a student of whom the applicant has guardianship or custody produce affidavit student proofs.
  - b. A district-level administrator designated by the Superintendent shall be clearly identified to applicants and available to assist persons who experience difficulties with the enrollment process.
3. Initial eligibility determinations shall be made upon presentation of an enrollment application, and enrollment shall take place immediately except in cases of clear, uncontested denials.
- a. Enrollment shall take place immediately when an applicant has provided incomplete, unclear, or questionable information, but the applicant shall be notified that the student will be removed from the school district if defects in the application are not corrected, or an appeal is not filed, in accordance with subsequent notice to be provided pursuant to N.J.A.C. 6A:22-4.2.
  - b. When a student appears ineligible based on information provided in the initial application, the school district shall issue a preliminary written notice of ineligibility, including an explanation of the right to appeal to the Commissioner of Education. Enrollment shall take place immediately if the applicant clearly indicates disagreement with the school district's determination and intent to appeal to the Commissioner.
- (1) An applicant whose student is enrolled pursuant to this provision shall be notified that the student will be removed without a hearing before the Board if no appeal is filed within the twenty-one day period established by N.J.S.A. 18A:38-1.
4. When enrollment is denied and no intent to appeal is indicated, applicants shall be advised they shall comply with compulsory education laws. When the student is between the ages of six and sixteen, applicants also shall be asked to complete a written statement indicating the student will be attending school in another school district or nonpublic school, or receiving instruction elsewhere than at a school pursuant to N.J.S.A. 18A:38-25. In the absence of this written statement that the student will be attending school in another school district or nonpublic school, or

receiving instruction elsewhere than at a school, designated staff shall report to the school district of actual domicile or residence, or the Department of Children and Families, a potential instance of "neglect" for purposes of ensuring compliance with compulsory education laws, N.J.S.A. 9:6-1. Staff shall provide the school district or the Department of Children and Families with the student's name, the name(s) of the parent/guardian/resident, and the student's address, to the extent known. Staff shall also indicate admission to the school district has been denied based on residency or domicile, and there is no evidence of intent to arrange for the child to attend school or receive instruction elsewhere.

5. Enrollment or attendance in the school district shall not be conditioned on advance payment of tuition in whole or part when enrollment is denied and an intent to appeal is indicated, or when enrollment is provisional and subject to further review or information.
6. The Board of Education shall ensure the registration process identifies information suggesting an applicant may be homeless so procedures may be implemented in accordance with N.J.A.C. 6A:17-2 - Education of Homeless Children.
7. Enrollment or attendance in the school district shall not be denied based upon absence of a certified copy of the student's birth certificate or other proof of his or her identity as required within thirty days of initial enrollment, pursuant to N.J.S.A. 18A:36-25.1.
8. Enrollment in the school district shall not be denied based upon absence of student medical information. However, actual attendance at school may be deferred until the student complies with student immunization rules set forth in N.J.A.C. 8:57-4.
9. When enrollment in the school district, attendance at school, or the receipt of educational services in the regular education program appears inappropriate, the student shall not be denied based upon the absence of a student's prior educational record. However, the applicant shall be advised the student's initial educational placement may be subject to revision upon the school district's receipt of records or further assessment of the student.

#### H. Notice of Ineligibility

1. When a student is found ineligible to attend the school district pursuant to N.J.A.C. 6A:22 or the student's initial application is found to be deficient upon subsequent review or investigation, the school district shall immediately provide notice to the applicant that is consistent with

Commissioner-provided sample form(s) and meets the requirements of N.J.A.C. 6A:22-4 et seq.

- a. Notices shall be in writing; in English and in the native language of the applicant; issued by the Superintendent; and directed to the address at which the applicant claims to reside.
- 
2. Notices of ineligibility shall include:
    - a. In cases of denial, a clear description of the specific basis on which the determination of ineligibility was made:
      - (1) The description shall be sufficient to allow the applicant to understand the basis for the decision and determine whether to appeal; and
      - (2) The description shall identify the specific subsection of N.J.S.A. 18A:38-1 under which the application was decided.
    - b. In cases of provisional eligibility, a clear description of the missing documents or information that still must be provided before a final eligibility status can be attained under the applicable provision of N.J.S.A. 18A:38-1;
    - c. A clear statement of the applicant's right to appeal to the Commissioner of Education within twenty-one days of the notice date, along with an informational document provided by the Commissioner describing how to file an appeal;
    - d. A clear statement of the student's right to attend school for the twenty-one day period during which an appeal can be made to the Commissioner. It also shall state the student will not be permitted to attend school beyond the twenty-first day following the notice date if missing information is not provided or an appeal is not filed;
    - e. A clear statement of the student's right to continue attending school while an appeal to the Commissioner is pending;
    - f. A clear statement that, if an appeal is filed with the Commissioner and the applicant does not sustain the burden of demonstrating the student's right to attend the school district, or the applicant withdraws the appeal, fails to prosecute or abandons the appeal by any means other than settlement, the applicant may be assessed, by order of the Commissioner enforceable in Superior Court, tuition

- for any period of ineligible attendance, including the initial twenty-one day period and the period during which the appeal was pending before the Commissioner;
- g. A clear statement of the approximate rate of tuition, pursuant to N.J.A.C. 6A:22-6.3, that an applicant may be assessed for the year at issue if the applicant does not prevail on appeal; or elects not to appeal:
    - (1) If removal is based on the student's move from the school district, the notice of ineligibility shall also provide information as to whether district Policy permits continued attendance, with or without tuition, for students who move from the school district during the school year.
  - h. The name of a contact person in the school district who can assist in explaining the notice's contents; and
  - i. When no appeal is filed, notice that the parent or guardian shall still comply with compulsory education laws. In the absence of a written statement from the parent or guardian that the student will be attending school in another school district or non-public school, or receiving instruction elsewhere than at a school, school district staff shall notify the school district of actual domicile/residence, or the Department of Children and Families, of a potential instance of "neglect" pursuant to N.J.S.A. 9:6-1. For purposes of facilitating enforcement of the State compulsory education requirement (N.J.S.A. 18A:38-25), staff shall provide the student's name, the name(s) of the parent/guardian/resident, address to the extent known, denial of admission based on residency or domicile, and absence of evidence of intent to attend school or receive instruction elsewhere.

#### I. Removal of Currently Enrolled Students

1. Nothing in N.J.A.C. 6A:22 and this Regulation shall preclude the Board of Education from identifying through further investigation or periodic requests for revalidation of eligibility, students enrolled in the school district who may be ineligible for continued attendance due to error in initial assessment, changed circumstances, or newly discovered information.
2. When a student who is enrolled and attending school based on an initial eligibility determination is later determined to be ineligible for continued attendance, the Superintendent may apply to the Board of Education for the student's removal.



- a. The Superintendent shall issue a preliminary notice of ineligibility meeting the requirements of N.J.A.C. 6A:22-4.2. However, the notice shall also provide for a hearing before the Board of Education prior to a final decision on removal.
3. ~~No student shall be removed from school unless the parent, guardian, adult student, or resident keeping an "affidavit student," has been informed of his or her entitlement to a hearing before the Board of Education.~~
4. Once the hearing is held, or if the parent, guardian, adult student, or resident keeping an "affidavit student," does not respond within the designated time frame to the Superintendent's notice or appear for the hearing, the Board of Education shall make a prompt determination of the student's eligibility and shall immediately provide notice in accordance with N.J.A.C. 6A:22-4.2.
5. Hearings required pursuant to N.J.A.C. 6A:22-4.3 may be conducted by the full Board of Education or a Board committee, at the discretion of the full Board. If the hearing is conducted by a Board Committee, the Committee shall make a recommendation to the full Board for action. However, no student shall be removed except by vote of the Board of Education taken at a meeting duly convened and conducted pursuant to N.J.S.A. 10:4-6 et seq., the Open Public Meetings Act.

J. Appeal to the Commissioner

1. An applicant may appeal to the Commissioner of Education a school district determination that a student is ineligible to attend its schools. Appeals shall be initiated by petition, which shall be filed in accordance with N.J.S.A. 18A:38-1 and N.J.A.C. 6A:3-8.1 and shall proceed as a contested case pursuant to N.J.A.C. 6A:3.
  - a. Pursuant to N.J.S.A. 18A:38-1.b(1), appeals of "affidavit student" ineligibility determinations shall be filed by the resident keeping the student.

K. Assessment and Calculation of Tuition

1. If no appeal to the Commissioner is filed by the parent, guardian, adult student, or school district resident keeping an "affidavit" student following notice of an ineligibility determination, the Board of Education may assess tuition for up to one year of a student's ineligible attendance, including the twenty-one day period provided by N.J.S.A. 18A:38-1 for appeal to the Commissioner.

- a. If the responsible party does not pay the tuition assessment, the Board of Education may petition the Commissioner pursuant to N.J.A.C. 6A:3 for an order assessing tuition, enforceable in accordance with N.J.S.A. 2A:58-10 through recording, upon request of the Board of Education pursuant to N.J.A.C. 6A:3-12, on the judgment docket of the Superior Court, Law Division.
2. If an appeal to the Commissioner is filed by the parent, guardian, adult student, or school district resident keeping an "affidavit" student and the petitioner does not sustain the burden of demonstrating the student's right to attend the school district, or the petitioner withdraws the appeal, fails to prosecute, or abandons the appeal by any means other than settlement agreeing to waive or reduce tuition, the Commissioner may assess tuition for the period during which the hearing and decision on appeal were pending, and for up to one year of a student's ineligible attendance in a school district prior to the appeal's filing and including the twenty-one day period to file an appeal.
    - a. Upon the Commissioner's finding that an appeal has been abandoned, the Board of Education may remove the student from school and seek tuition for up to one year of ineligible attendance pursuant to N.J.A.C. 6A:22-6.1(a) plus the period of ineligible attendance after the appeal was filed. If the record of the appeal includes a calculation reflecting the tuition rate(s) for the year(s) at issue, the per diem tuition rate for the current year and the date on which the student's ineligible attendance began, the Commissioner may order payment of tuition as part of his or her decision. In doing so, the Commissioner shall consider whether the ineligible attendance was due to the school district's error. If the record does not include such a calculation and the Board of Education has filed a counterclaim for tuition, the counterclaim shall proceed to a hearing notwithstanding that the petition has been abandoned.
    - b. An order of the Commissioner assessing tuition is enforceable through recording, upon request of the Board of Education pursuant to N.J.A.C. 6A:3-12, on the judgment docket of the Superior Court, Law Division, in accordance with N.J.S.A. 2A:58-10.
  3. Tuition assessed pursuant to the provisions of N.J.A.C. 6A:22-6 shall be calculated on a per-student basis for the period of a student's ineligible enrollment, up to one year, by applicable grade/program category and consistent with the provisions of N.J.A.C. 6A:23A-17.1. The individual student's record of daily attendance shall not affect the calculation.

4. Nothing in N.J.A.C. 6A:22 shall preclude an equitable determination by the Board of Education or the Commissioner that tuition shall not be assessed for all or part of any period of a student's ineligible attendance in the school district when the particular circumstances of a matter so warrant. In making the determination, the Board of Education or Commissioner shall consider whether the ineligible attendance was due to the school district's error.

Adopted:

## REMOVAL OF STUDENTS FOR FIREARMS OFFENSES (M)

R 5611

M

### A. Definitions

“School buildings” and “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 and structures that support these buildings, such as school district wastewater treatment facilities, generating facilities, and other central services facilities including, but not limited to, kitchens and maintenance shops. “School buildings” and “school grounds” also includes athletic stadiums; swimming pools; any associated structures or related equipment tied to such facilities including, but not limited to, grandstands; night field lights; greenhouses; garages; facilities used for non-instructional or non-educational purposes; and any structure, building, or facility used solely for school administration. “School buildings” and “school grounds” also includes other facilities such as playgrounds; and other recreational places owned by local municipalities, private entities, or other individuals during those times when the school district has exclusive use of a portion of such land in accordance with N.J.A.C. 6A:16-1.3 and 6A:26-1.2.

### B. Removal of Students for Firearm Offenses

1. Pursuant to the provisions of N.J.A.C. 6A:16-5.5, any student, other than a student with a disability, committing the following offenses shall be immediately removed from the school’s general education program for a period of not less than one calendar year:
  - a. Convicted or adjudicated delinquent for possession of a firearm on school grounds;
  - b. Convicted or adjudicated delinquent for committing a crime while in possession of a firearm on school grounds; and
  - c. Found knowingly in possession of a firearm on school grounds.
2. The Superintendent may modify, on a case-by-case basis, the removal of a general education student.
  - a. The Superintendent shall develop and maintain a written record of case-by-case modifications of the removal requirement of N.J.A.C. 6A:16-5.5(b)1, which shall be made available to the Commissioner of Education upon request.

3. Nothing in N.J.A.C. 6A:16-5.5 or this Policy and Regulation shall be construed to prohibit the expulsion of a general education student.
4. The Board shall immediately remove students with disabilities for offenses involving firearms in accordance with N.J.A.C. 6A:14 and applicable Federal regulations.

C. Procedures - Removal of Students for Firearm Offenses

1. The Principal shall:
  - a. Remove a student as set forth in B. above;
  - b. Isolate the student and place him or her under the supervision of school staff until the student's parent or a law enforcement official takes custody of the student;
  - c. Immediately report to the Superintendent the removal of the student;
  - d. Notify the appropriate law enforcement agency of a possible violation of the New Jersey Code of Criminal Justice; and
  - e. Notify the student's parent of the following information:
    - (1) The removal action;
    - (2) The law enforcement notification;
    - (3) The change of custody, if it occurs; and
    - (4) A general education student's due process rights, as set forth in N.J.A.C. 6A:16-7.2 through 7.6, or the due process rights of a student with a disability, as set forth in N.J.A.C. 6A:14-2.7 and 2.8 and N.J.A.C. 6A:16-7.2 through 7.5.
2. A student, other than a student with a disability, removed from the general education program pursuant N.J.A.C. 6A:16-5.5 shall be placed in an alternative education program, according to the requirements of N.J.A.C. 6A:16-9.1 et seq.
  - a. If placement in an alternative education program is not available, the general education student shall be provided home or other out-of-school instruction, according to N.J.A.C. 6A:16-10, until placement is available.

3. A student with a disability removed pursuant to B. above shall receive a placement in accordance with N.J.A.C. 6A:14.
4. A student, other than a student with a disability, removed pursuant to B. above shall be entitled to a hearing before the Board of Education in accordance with N.J.A.C. ~~6A:16-7.3 through 7.5.~~
5. If it is found that the removed student did not commit the offenses in B. above, the student shall be immediately returned to the program from which he or she was removed.

D. Return to General Education Program

1. The Superintendent shall make the final determination on whether the general education student is prepared to return to the general education program, or will remain in an alternative education program, pursuant to N.J.A.C. 6A:16-9.1 et seq., or receive home or other out-of-school instruction, pursuant to N.J.A.C. 6A:16-10, based on the following criteria:
  - a. The nature and severity of the offense;
  - b. The Board's removal decision;
  - c. The results of relevant testing, assessment, or evaluation of the student; and
  - d. The recommendation of the Principal or Director of the alternative education program or home or other out-of-school instruction program in which the student has been placed.

E. Exception

1. The provisions of N.J.A.C. 6A:16-5.5 shall not apply to a firearm that is lawfully stored in a locked vehicle on school grounds, or when it is for activities approved and authorized by the Board of Education, as long as the Board adopts appropriate safeguards to ensure student safety.
  - a. All students shall obtain written authorization from the Superintendent to possess a firearm stored inside a locked vehicle on school grounds or used for participation in a school-sponsored function.
    - (1) The Superintendent shall not provide authorization to a student who has been convicted or adjudicated delinquent

for possession of a firearm or for a crime involving the use  
of a firearm.

Adopted:

ASSAULTS ON DISTRICT BOARD OF EDUCATION MEMBERS OR EMPLOYEES  
(M)

R 5612

M

A. Removal of Students for Assault on Board Members and Employees

1. Pursuant to the provisions of N.J.A.C. 6A:16-5.7, any student who commits an 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 Board of Education member acting in the performance of his or her duties and in a situation where his or her authority to act is apparent, or as a result of the victim's relationship to the school district, pursuant to N.J.S.A. 18A:37-2.1 shall be immediately removed from school.
2. A student, other than a student with a disability, who commits an assault pursuant to A.1. above, shall be immediately removed from school consistent with due process procedures, pending a hearing, pursuant to N.J.A.C. 6A:16-7.2 through 7.5.
  - a. Nothing in N.J.A.C. 6A:16-5.7 shall be construed as prohibiting the expulsion of a general education student.
3. A student with a disability who commits an assault pursuant to A.1. above shall be removed in accordance with N.J.A.C. 6A:14.

B. Procedures – Removal of Students for Assault on Board Members and Employees

1. The Principal or designee shall:
  - a. Remove a student as set forth in A. above;
  - b. Isolate the student and place him or her under the supervision of school staff until the student's parent or an appropriate agency takes custody of the student;
  - c. Immediately report to the Superintendent the removal of the student;
  - d. Notify the student's parent of the removal action and the student's due process rights; and



- e. Notify the appropriate law enforcement official of a possible violation of the New Jersey Code of Criminal Justice.
2. The Board of Education shall provide due process proceedings for all students in accordance with N.J.A.C. 6A:16-7.2, 7.3, 7.4, and 7.5 and for a student with a disability in accordance with N.J.A.C. 6A:14-2.7 and 2.8.

Adopted:

## REMOVAL OF STUDENTS FOR ASSAULTS WITH WEAPONS OFFENSES (M)

R 5613

M

### A. Definitions

“School buildings” and “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 and structures that support these buildings, such as school district wastewater treatment facilities, generating facilities, and other central services facilities including, but not limited to, kitchens and maintenance shops. “School buildings” and “school grounds” also includes athletic stadiums; swimming pools; any associated structures or related equipment tied to such facilities including, but not limited to, grandstands; night field lights; greenhouses; garages; facilities used for non-instructional or non-educational purposes; and any structure, building, or facility used solely for school administration. “School buildings” and “school grounds” also includes other facilities such as playgrounds; and recreational places owned by local municipalities, private entities, or other individuals during those times when the school district has exclusive use of a portion of such land in accordance with N.J.A.C. 6A:16-1.3 and 6A:26-1.2.

### B. Removal of Students for Assaults with Weapons Offenses

1. Pursuant to the provisions of N.J.A.C. 6A:16-5.6, any student, other than a student with a disability, who commits an assault, as defined under N.J.S.A. 2C:12-1(a)1, with a weapon, which includes, but is not limited to, items enumerated in N.J.S.A. 2C:39-1(r), except a firearm as defined by N.J.S.A. 2C:39-1(f) and 18 U.S.C. § 921, upon a teacher, administrator, other school Board employee, Board of Education member, or another student on school grounds, pursuant to N.J.S.A. 18A:37-2.2 through 2.5 shall be immediately removed from the school’s general education program for a period not exceeding one calendar year.
2. The Superintendent may modify on a case-by-case basis the removal of a general education student.
3. Nothing in N.J.A.C. 6A:16-5.6 shall be construed to prohibit the expulsion of a general education student.
4. The Board shall immediately remove students with disabilities for assaults with weapons offenses in accordance with N.J.A.C. 6A:14 and applicable Federal regulations.

C. Procedures – Removal of Students for Assaults with Weapons Offenses

1. The Principal or designee shall:
  - a. Remove a student as set forth in B. above;
  - b. Isolate the student and place him or her under the supervision of school staff until the student's parent or a law enforcement official takes custody of the student;
  - c. Immediately report to the Superintendent the removal of the student;
  - d. Notify the appropriate law enforcement agency of a possible violation of the New Jersey Code of Criminal Justice; and
  - e. Notify the student's parent of the following information:
    - (1) The removal action;
    - (2) The law enforcement notification;
    - (3) The change of custody, if it occurs; and
    - (4) A general education student's due process rights, pursuant to N.J.A.C. 6A:16-7.2 through 7.5 or a student with a disability's due process rights, as set forth in N.J.A.C. 6A:14-2.7 and 2.8 and N.J.A.C. 6A:16-7.2 through 7.5.
2. A student, other than a student with a disability, removed from the general education program pursuant to N.J.A.C. 6A:16-5.6 shall be placed in an alternative education program, according to the requirements of N.J.A.C. 6A:16-9.1 et seq.:
  - a. If placement in an alternative education program is not available, the general education student shall be provided home or other out-of-school instruction, according to N.J.A.C. 6A:16-10, until placement is available.
3. A student with a disability removed pursuant to B. above shall receive a placement in accordance with N.J.A.C. 6A:14.
4. A student, other than a student with a disability, removed pursuant to B. above shall be entitled to an informal hearing, pursuant to N.J.A.C. 6A:16-7.2 and 7.3, and a hearing before the Board of Education pursuant to N.J.A.C. 6A:16-7.3.

5. If it is found that the removed student did not commit the offense(s), the student shall be immediately returned to the program from which he or she was removed.

D. Return to General Education Program

1. The Superintendent shall make the final determination on whether the general education student is prepared to return to the general education program or will remain in an alternative education program or receive home or other out-of-school instruction based on the following criteria:
  - a. The nature and severity of the offense;
  - b. The Board's removal decision;
  - c. The results of relevant testing, assessment, or evaluation of the student; and
  - d. The recommendation of the Principal or Director of the alternative education program or home or other out-of-school instruction program in which the student has been placed.

E. Exception

1. The provisions of N.J.A.C. 6A:16-5.6 shall not apply to a student who has obtained the Superintendent's written authorization to lawfully possess a firearm or other weapon while participating in a school-sponsored function.
  - a. The Superintendent shall not provide authorization to a student who has been convicted or adjudicated delinquent for possession of a firearm or weapon or for a crime involving the use of a firearm.

Adopted:

## REIMBURSEMENT OF FEDERAL AND OTHER GRANT EXPENDITURES (M)

R 6112

### M

The State of New Jersey and school districts must assure certain Federal and other grant funds have been, or will be, spent within a minimal amount of time after having been drawn from the Federal government. In accordance with this requirement, the New Jersey Department of Education (NJDOE) has implemented a reimbursement request system of payment for grant awards. The procedures outlined in this Regulation are to be followed by school districts in submitting reimbursement requests. Reimbursement requests for entitlement grant awards under the Every Student Succeeds Act (ESSA), the Individuals with Disabilities Education Act (IDEA), the Carl D. Perkins Career and Technical Education Improvement Act of 2006, and any other program designated by the NJDOE shall be made using the NJDOE's Electronic Web-Enabled Grant (EWEG) System.

#### A. Definitions

1. "Cost objective" means a function, organizational subdivision, contract, grant, or other activity for which cost data are needed and for which costs are incurred.
2. "Grant" means an award of financial assistance by the Federal government to the State of New Jersey, Department of Education or funds NJDOE receives from the State legislature to be awarded to eligible subgrantees.
3. "Grantee" means the State of New Jersey, Department of Education, to which a grant is awarded by the Federal government.
4. "Subgrant" means an award of financial assistance to an eligible subgrantee, in this case, awards by the State of New Jersey, Department of Education to local education agencies or other eligible entities.
5. "Subgrantee" means the local education agency or other legal entity to which a subgrant is awarded and which is accountable to the State of New Jersey, Department of Education for the use of funds provided.

#### B. Procedures

1. Functionality

- a. The School Business Administrator/Board Secretary or designee will submit reimbursement requests using the payment functionality of the EWEG system.
- b. The payment functionality is enabled upon final NJDOE approval of the subgrant application through the EWEG system.

## 2. Submission of Reimbursement Requests

- a. The School Business Administrator/Board Secretary or designee will make reimbursement requests for individual titles and awards. Therefore, reimbursement requests for ESSA will be made for each individual title. Reimbursement requests for IDEA must be made separately for Basic and Preschool as well as for the Perkins Secondary and Perkins Post-Secondary grant funds. Only one reimbursement request per month may be submitted for an individual title, award, or subgrant.
- b. Reimbursement requests may only be for expenditures that have already occurred or will occur within three business days of receipt of funds. The following examples are based upon the schedule in Section C. below.
  - (1) The school district has ordered and received supplies and has paid the vendor. The school district may request reimbursement.
  - (2) The school district has ordered and received equipment but has not yet paid the vendor. The school district expects payment to be made on the seventh of the following month, following the monthly Board meeting. The school district may request reimbursement since the school district will make payment within three business days of receipt of funds.
  - (3) The school district makes salary payments on the first and fifteenth day of each month. In a given month, the school district may request reimbursement for payroll expenditures actually made during the month and for the payroll scheduled for the first day of the following month because the school district will make payroll expenditure within three business days of receiving the funds. The school district may not request reimbursement in anticipation of subsequent pay dates, that is, those occurring more than three business days after receiving funds.

- (4) The school district is responsible for payment of health benefits to its provider on a quarterly basis. The subgrantee may request reimbursement prospectively if payment to the provider will be made within three business days of receipt of funds. If payment to the provider is made at the end of the month; however, the school district must request reimbursement during the month following payment.
  - (5) The school district is responsible for reimbursing the State of New Jersey for pension and social security payments made on behalf of employees paid with Federal funds. For members of the Teachers' Pension and Annuity Fund (TPAF), school districts shall reimburse the State no later than November. The request for reimbursement for pension and social security contributions for members of TPAF should be made at the time the school district will make payment to the State. For members of the Public Employees Retirement System or other State pension systems, the school district should request reimbursement at the time payments are due to the State for pension contributions and to the Internal Revenue Service for Social Security contributions. The school district should not include fringe benefit calculations in their regular salary reimbursement requests.
- c. The submission of a reimbursement request constitutes a certification by the School Business Administrator/Board Secretary that the school district has previously made the appropriate expenditures and/or will make the expenditures within three business days of receipt of funds. The submission of a reimbursement request also constitutes a certification that the expenditures are allowable and appropriate to the cost objective(s) of the subgrant.
- d. Reimbursement requests must be in accordance with approved grant applications.
- (1) The Superintendent or designee is responsible for submitting an amendment application to the NJDOE for approval if a new budget category for which no funds were previously budgeted or approved has been created.
  - (2) The Superintendent or designee is responsible for submitting an amendment application to the NJDOE for approval if cumulative transfers among expenditure categories exceed ten percent of the total award. The

Superintendent or designee is responsible for monitoring the cumulative ten percent level of fiscal change.

C. Processing Timelines

1. Reimbursement requests may be submitted at any time after the subgrant has received final NJDOE approval. ~~No more than one reimbursement request may be submitted per month for any one subgrant.~~
2. Reimbursement requests submitted at least ten business days before the end of the month but no later than the fifteenth day of the month will be reviewed and, if approved, processed for payment the first business day of the following month. School districts will normally receive payment by the fifth business day of the month and will be able to track the grant's payment history in EWEG through the payments link of the grant application.

D. Content of Reimbursement Requests

1. Reimbursement requests must contain a brief description of the expenditures for which reimbursement is being requested. Individual line items need not be detailed.
  - a. Example - \$8,750 is being requested in the 100 function code. The description is "salaries and instructional supplies."
2. Expenditures must be supported by documentation at the school district level. This documentation should not be submitted to the NJDOE with a reimbursement request. The Superintendent or designee is responsible to maintain supporting documentation for seven years and for making it available to the NJDOE, the United States Department of Education, and/or their authorized representatives upon request.
3. Documentation for salary expenditures is subject to the requirements of the Federal Uniform Grant Guidance. Documentation for all other expenditures must include evidence that the expenditures are allowable costs and of the relationship of the expenditure to the subgrant's cost objectives.

E. Review and Approval of Reimbursement Requests

1. NJDOE staff will review reimbursement requests to determine that they meet the subgrant's criteria, including but not limited to the following:
  - a. Adequate description of the expenditures is provided;



- b. No new budget category has been created; and
- c. The reimbursement request does not exceed the allowable threshold for an amendment as a result of cumulative transfers among expenditure categories.

~~2. When a reimbursement request is approved or denied, the school district will receive an email notification through the EWEG system.~~

- 3. Approval of a reimbursement request by NJDOE does not imply approval of the expenditures as allowable or appropriate to the subgrant's cost objectives. Approval of expenditures will continue to be processed through the final report. The School Business Administrator/Board Secretary or designee assumes responsibility for assuring that all funds requested through the EWEG system either have already been expended, or will be expended within three business days of receipt of funds.

Issued:

## SCHOOL DISTRICT SECURITY (M)

R 7440

### M

#### A. Definitions

“Access” means authorized access to a school building or school grounds through the use of a Board-approved key control system.

“Key control system” means the use of a key, card, code, or any other means to disengage a locking mechanism to provide entry to a school building or school grounds.

“Panic alarm” means a silent security system signal generated by the manual activation of a device intended to signal a life-threatening or emergency situation requiring a response from law enforcement.

“School buildings” and “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 and structures that support these 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 buildings” and “school grounds” also includes athletic stadiums; swimming pools; any associated structures or related equipment tied to such facilities including, but not limited to, grandstands; night field lights; greenhouses; garages; facilities used for non-instructional or non-educational purposes; and any structure, building, or facility used solely for school administration. “School buildings” and “school grounds” also includes other facilities such as playgrounds; and other recreational places owned by local municipalities, private entities, or other individuals during those times when the school district has exclusive use of a portion of such land in accordance with N.J.A.C. 6A:16-1.3 and 6A:26-1.2.

#### B. Access to School Buildings and School Grounds

1. Access to school buildings and grounds during the school day will be permitted to all students enrolled in the school, all authorized school staff members, and visitors pursuant to Policy and Regulation 9150.
2. Access to school buildings and grounds before and after the school day will be permitted to:
  - a. Members of the Board of Education;

- b. Administrative and supervisory staff members, teaching staff members, and support staff members assigned to a school building or grounds in the performance of their duties;
  - c. Other school staff members in the performance of their professional responsibilities;
  - d. Students involved in interscholastic athletics, co-curricular or extra-curricular activities, and authorized spectators;
  - e. Members of organizations granted the use of school premises pursuant to Policy and Regulation 7510;
  - f. Police officers, fire fighters, health inspectors, and other agents of Federal, State, and local government in the performance of their official duties;
  - g. Members of the public present to attend a public Board of Education or public school-related function; and
  - h. Others authorized by the Superintendent or designee and/or by Board Policy.
3. All visitors to a school building during a school day will be required to register their presence in the school and comply with the provisions of Policy and Regulation 9150. The school's registration and sign-in procedures may include the use of a school visitor management system requiring the visitor to present acceptable identification to access the school building.
4. Signs will be conspicuously posted to inform visitors of the requirement to register their presence into the building.

C. Key Control System for Access to School Buildings and Facilities

- 1. School staff members will be provided access to a school building using the school's key control system as follows:
  - a. Teaching staff members and support staff members will be provided access using the school's key control system to the school building and to other facilities on school grounds to which they require access for the performance of their professional duties.

- (1) The Building Principal will determine the school staff members who shall be provided access to facilities within the school building and on school grounds.
- (2) The Superintendent or designee will determine the district administrators, supervisors, and other staff members who shall be provided access to facilities within the school building and on school grounds.

2. School staff members provided access to a school building or other facilities on school grounds shall be responsible for ensuring their key control system authorization is not shared with another individual without prior approval of the Principal or designee for school staff members, or the Superintendent or designee for district staff members. Staff members are prohibited from permitting their key control system authorization to be used by another person unless prior approval is obtained from the Principal or designee at the building level and Superintendent or designee at the district level or in the event of an emergency.
3. A staff member's loss of a key, card, or any other device authorizing the staff member access to a school building or a facility on school grounds must be immediately reported to the Principal or Superintendent or designee. The staff member who loses a key, card, or any such access device may be responsible for the replacement cost.

D. School Building Panic Alarm or Emergency Mechanisms (N.J.S.A. 18A:41-10 through 13)

1. Each public elementary and secondary school building shall be equipped with at least one panic alarm for use in a school security emergency including, but not limited to, a non-fire evacuation, lockdown, or active shooter situation.
2. The alarm shall be directly linked to local law enforcement authorities or, in the case of a school building located in a municipality in which there is no municipal police department, a location designated by the Superintendent of the New Jersey State Police.
3. The alarm shall be capable of immediately transmitting a signal or message to such authorities outlined in D.2. above upon activation.
4. The alarm shall not be audible within the school building.
5. Each panic alarm required under N.J.S.A. 18A:41-11 and Policy and Regulation 7440 shall:

- a. Adhere to nationally recognized industry standards, including the standards of the National Fire Protection Association and Underwriters Laboratories; and
  - b. Be installed solely by a person licensed to engage in the alarm business in accordance with the provisions of N.J.S.A. 45:5A-27.
6. The school district may equip its elementary and secondary school buildings with an emergency mechanism that is an alternative to a panic alarm if the mechanism is approved by the New Jersey Department of Education.

E. Staff Member Responsibilities

1. Staff members should not bring to school valuable personal items that cannot be in the staff member's personal possession at all times. The Board of Education is not responsible for a staff member's personal possession in the event the item is lost, stolen, misplaced, damaged, or destroyed.
2. In the event a staff member observes a student has a valuable item in school, the staff member will report it to the Principal or designee. A valuable item may include, but is not limited to, an unusually large amount of money, expensive jewelry or electronic equipment, or any item that is determined by the Principal or designee to be valuable to a student based on the student's age.
  - a. The Principal or designee may contact the student's parent and request the parent come to school to retrieve the valuable item;
  - b. The Principal or designee may secure the valuable item and return it to the student at the end of the school day and inform the student and the parent not to bring the valuable item to school in the future; or
  - c. The Principal or designee will permit the student to maintain the valuable item and inform the student and the parent not to bring the valuable item to school in the future.
  - d. The Board of Education is not responsible for a student's personal possession in the event the item is lost, stolen, misplaced, damaged, or destroyed when in the possession of the student.
3. Teaching staff members shall close classroom windows and shut and lock classroom doors when leaving at the end of the school day; shut and lock classroom doors during the school day when the room is not going to be in

use after their assignment, and report immediately to the Principal or designee any evidence of tampering or theft.

4. Custodians shall, at the end of the work day, conduct a security check of the building to make certain that all windows are closed and all office, classroom, and building doors are shut and locked, except as such doors may be required to be open for persons with access.
5. Office personnel shall take all reasonable precautions to ensure the security of all school and district records and documents against unauthorized access, deterioration, and destruction.

F. School Safety Specialist

1. The Superintendent of Schools shall designate a school administrator, or a school employee with expertise in school safety and security, as a School Safety Specialist for the district in accordance with the provisions of N.J.S.A. 18A:17-43.3.
2. The School Safety Specialist shall:
  - a. Be responsible for the supervision and oversight for all school safety and security personnel, policies, and procedures in the school district;
  - b. Ensure that these policies and procedures are in compliance with State law and regulations; and
  - c. Provide the necessary training and resources to school district staff in matters relating to school safety and security.
3. The School Safety Specialist shall also serve as the school district's liaison with law enforcement and national, State, and community agencies and organizations in matters of school safety and security.
4. The School Safety Specialist shall be required to acquire a New Jersey Department of Education School Safety Specialist Certification in accordance with the provisions of N.J.S.A. 18A:17-43.2.

G. Summoning Law Enforcement Authorities

1. Law enforcement authorities will be summoned promptly whenever evidence is discovered that indicates: a crime has been committed on school premises or in the course of staff or student transportation to or from school; a break and entry may have occurred on school grounds; a deadly weapon is on school premises; a breach of the peace has occurred

on school premises; for any reason required in the Memorandum of Understanding between the Board of Education and Law Enforcement and in accordance with Policy and Regulation 9320; or for any other reason there is concern about the health, safety, and welfare of persons on school grounds or school property.

2. Anytime law enforcement agents are summoned in accordance with G.1. above, the Superintendent will be notified as soon as possible.

Issued:

REPORTING VIOLENCE, VANDALISM, HARASSMENT, INTIMIDATION,  
BULLYING, ALCOHOL, AND OTHER DRUG OFFENSES (M)

R 8461

**M**

Any school employee who observes or has direct knowledge from a participant or victim of an act of violence; including harassment, intimidation, and bullying; vandalism; or the possession or distribution of alcohol or other drugs on school grounds, and any school employee who reports a student for being under the influence of alcohol or other drugs, according to the requirements of N.J.S.A. 18A:40A-12 and N.J.A.C. 6A:16-4.3, shall file a report describing the incident to the school Principal, in accordance with N.J.S.A. 18A:17-46. The report shall be on a form to include all of the incident detail and offender and victim information that are reported on the Student Safety Data System (SSDS). A report alleging an incident of harassment, intimidation, or bullying shall be made in accordance with the provisions of N.J.S.A. 18A:37-13.1 and Policy 5512.

A. Reporting Violence; Including Harassment, Intimidation, and Bullying;  
Vandalism; and Alcohol and Other Drug Offenses

1. For each incident report of violence; including harassment, intimidation, and bullying; vandalism; and alcohol and other drug offenses, the Principal shall:
  - a. Review the incident report for accuracy in indicating the incident type, offender information, victim information, student demographics, and incident location;
  - b. Forward a copy of the incident report to the Superintendent; and
  - c. Notify the Superintendent of the action taken regarding the incident.
2. The Board shall not discharge or subject to any manner of discrimination any school employee who files a report pursuant to N.J.A.C. 6A:16-5.3.
3. The majority representative of the school employees' bargaining units shall have access monthly to the number and disposition of all reported acts of school violence, vandalism, harassment, intimidation, or bullying pursuant to N.J.S.A. 18A:17-46.
  - a. Personally identifying information may be provided to the majority representative of the school employees' bargaining units only in instances when school administrators have reason to believe that the safety of a school staff member is at risk.



B. Reporting Requirements

1. The Superintendent shall:

a. Submit a report to the New Jersey Department of Education in accordance with the provisions of N.J.S.A. 18A:17-46 of each incident of violence, including harassment, intimidation, and bullying, vandalism and alcohol and other drug offenses in the school district utilizing the SSDS;

(1) The reports shall be submitted twice each school year, once for all incidents occurring between September 1 and January 1 and once for all incidents occurring between January 1 and June 30, and shall include, at a minimum, all information pursuant to N.J.S.A. 18A:17-46;

(2) Prior to submission, the Superintendent shall verify the accuracy of the reported information;

(3) The grade regarding the harassment, intimidation, and bullying efforts of each school and each school district shall be posted on the homepage of the school district's website, in accordance with the guidelines promulgated by the Commissioner of Education pursuant to N.J.S.A. 18A:17-46.

b. Provide for annual training of staff to prepare them to fulfill the reporting requirements set forth in N.J.A.C. 6A:16-5.3.

C. Hearing Requirements

The Superintendent shall report to the Board all acts of violence, including, harassment, intimidation, and bullying, vandalism, and alcohol and other drug offenses that occurred during the previous reporting period, in accordance with the provisions of N.J.S.A. 18A:17-46.

D. Knowingly Falsifying the Annual Report on Violence and Vandalism Required Under N.J.S.A. 18A:17-46

1. Whenever it is alleged a school employee has knowingly falsified reported information on acts of violence or vandalism, or any incident included in the annual report on violence and vandalism, the Board shall make a determination regarding whether the employee committed the act.

2. Any employee alleged to have knowingly falsified reported information shall be notified in writing of such allegation and shall be entitled to a hearing before the Board.
3. Upon a determination by the Board that an employee has knowingly falsified reported information, the Board shall take appropriate disciplinary action.

The Board of Education shall submit and implement corrective action plans for high incidences of violence, vandalism, or alcohol or other drug abuse upon notification by the Commissioner of Education.

Issued:

## STUDENT TRANSPORTATION

R 8600

### General Requirements - Students Remote From School

A. The Board will transport:

1. Students who reside remote, as defined in N.J.S.A. 18A:39-1. and N.J.A.C. 6A:27-1.4(a)1. and (a)2., from their assigned district school of attendance;
2. Nonpublic school students who reside remote from their school of attendance and meet the eligibility criteria of N.J.A.C. 6A:27-2.1 et seq.;
3. Charter school or renaissance school students pursuant to N.J.A.C. 6A:27-3.1 et seq.;
4. Students with special needs shall be provided transportation in accordance with N.J.S.A. 18A:39-1 et seq. and with their Individualized Education Program (IEP) pursuant to N.J.A.C. 6A:27-5.1;
5. School choice students pursuant to N.J.A.C. 6A:27-4.1 et seq.; and
6. Special population students pursuant to N.J.A.C. 6A:27-6.2 through 6.5.

### Hazardous Routes

The Board will approve all bus routes each school year. Bus routes for all non-remote students who must walk to and from school along hazardous routes will be designated and approved by the Board. The Board will approve a list of hazardous routes in the district requiring the courtesy busing of students and the criteria used in designating the hazardous routes. In adopting Policy and Regulation 8600 and the list of hazardous routes, the Board may consider, but shall not be limited to, the criteria outlined in N.J.S.A. 18A:39-1.5 as follows:

1. Population density;
2. Traffic volume;
3. Average vehicle velocity;
4. Existence or absence of sufficient sidewalk space;
5. Roads and highways that are winding or have blind curves;

6. Roads and highways with steep inclines and declines;
7. Drop-offs that are in close proximity to a sidewalk;
8. Bridges or overpasses that must be crossed to reach the school;
9. Train tracks or trestles that must be crossed to reach the school; and
10. Busy roads or highways that must be crossed to reach the school.

A school district shall work in conjunction with municipal officials in determining the criteria necessary for the designation of a hazardous route.]

#### Cooperative/Coordinated Transportation Services

- A. The Board shall utilize cooperative/coordinated transportation services in accordance with the provisions of N.J.S.A. 18A:39-11.1 et seq. and N.J.A.C 6A:27-10.1 et seq.

#### School Bus Use and Standards

- A. All school buses bid or purchased shall be equipped in accordance with the requirements of N.J.S.A. 39:3B-10 – School Bus Safety Equipment.
- B. School bus drivers and all school bus passengers shall be required to wear seat belts when transported in school buses so equipped. Seat belts shall be fastened when the driver and passengers board the vehicle and they shall be kept fastened at all times while on board the vehicle. Seat belts may be unfastened only when the individual is departing the vehicle. The Board further requires that drivers and passengers using private vehicles to transport students wear seat belts in the same manner.
- C. There shall be displayed on every bus subject to the provisions of N.J.S.A. 39:3B-1, signs or legends which will, insofar as practicable, inform the driver of any vehicle concerning the duty imposed upon him/her by law with respect to passing a bus, while it is loading or unloading. The signs or legends shall be in a color, form, and design as will meet the requirements prescribed by the State Board of Education.

An agency, Board of Education, nonpublic school, or school bus contractor operating a school bus subject to the provisions of N.J.S.A. 39:3B-1 shall display across the rear of the school bus a telephone number, website address, or other identifying information which shall allow the public to report a bus driver's misconduct while operating the school bus to the Board of Education or nonpublic school for which the school bus provides transportation. The lettering shall be of a color that contrasts with the color of the school bus.

The Board of Education or nonpublic school shall comply with New Jersey Department of Education (NJDOE) regulations regarding: the appropriate Board of Education or nonpublic school official or designee to address and respond to a complaint of school bus driver misconduct; the appropriate actions which a Board of Education or nonpublic school may take to respond to a complaint of school bus driver misconduct; and the time period during which a Board of Education or nonpublic school may act to respond to a complaint of school bus driver misconduct in accordance with the provisions of N.J.S.A. 39:3B-2.1.

- D. The Board requires every school bus bid or purchased that is used to transport public, non-public, charter, and/or renaissance school students will be equipped with a crossing control arm at the right front corner of the bus. The arm must open and extend out from the bus at least five feet each time the bus door is opened.
- E. School bus purchase, use, and standards must meet Federal and State standards and must be in accordance with N.J.A.C. 6A:27-7.1 et seq. and N.J.S.A. 18A:18A-1 et seq. -- Public School Contracts Law.

#### Operation and Management of Transportation System

- A. The School Business Administrator shall
  - 1. Prepare a map of the district on which each bus stop and bus route is indicated or, alternatively, prepare an itinerary of bus routes that may be used in conjunction with a map of the school district;
  - 2. Prepare and promulgate procedures to be followed in the event of a bus emergency, bus safety, bus driver training and rules governing the conduct of all students transported by the Board in accordance with N.J.A.C. 6A:27-11.1 et seq. and 6A:27-12.1 et seq.;
  - 3. Maintain such records and make such reports regarding school transportation as are required by the State Board of Education; and
  - 4. Prepare the specifications for each bus route or contract for which proposals will be sought by the Board in accordance with N.J.A.C. 6A:27-9.1 et seq.
- B. The operation and fiscal management of the district's transportation system shall be conducted in strict accordance with rules of the State Board of Education and the NJDOE.

Issued:

## EMERGENCY SCHOOL BUS PROCEDURES (M)

R 8630

**M**

### A. Staff Training

1. The employer shall administer a safety education program for all permanent and substitute school bus drivers and school bus aides that it employs. At a minimum, the training shall include:
  - a. Student management and discipline;
  - b. School bus accident and emergency procedures;
  - c. Conducting school bus emergency exit drills;
  - d. Loading and unloading procedures;
  - e. School bus stop loading zone safety;
  - f. Inspecting the school vehicle for students left on board the bus at the end of a route; and
  - g. The use of student's educational records, including the employee's responsibility to ensure the privacy of the student and his or her records, if applicable.
2. The employer shall administer a safety education program to school bus drivers that includes defensive driving techniques and railroad crossing procedures.
3. The employer shall administer the safety education program, as set forth in A.1. and 2. above, twice per calendar year to all permanent and substitute school bus drivers and school bus aides it employs in accordance with N.J.S.A. 18A:39-19.1a.
4. The employer shall be responsible to administer a Commissioner of Education-developed training program on proper procedures for interacting with students with special needs in accordance with the provisions of N.J.S.A. 18A:39-19.2 and 18A:39-19.3 for all school bus drivers and school bus aides:

- a. In the case of a school bus driver or aide who is employed prior to the development and availability of the training program, the employer shall administer the training program to the individual no later than one hundred and eighty days after the training program is made available by the Commissioner;
- b. In the case of a school bus driver or aide who is employed after the development and availability of the training program, the employer shall administer the training program to the individual prior to that individual operating a school bus or serving as an aide on a school bus;
- c. In accordance with the provisions of N.J.S.A. 18A:39-19.3.b., the employer shall require a school bus driver or school bus aide to file a certification with the employer that the individual has completed the training program required as per N.J.S.A. 18A:39-19.2 within five business days of its completion. The employer shall retain a copy of the certification for the duration of the individual's employment, and shall forward a copy of the certification to the New Jersey Department of Education (NJDOE); and/or
- d. Contractors that provide student transportation services under a contract with the Board of Education shall comply with the requirements of N.J.S.A. 18A:39-19.2 and 19.3 and N.J.A.C. 6A:27-11.1 et seq.

#### B. Emergency Bus Evacuation Drills

1. The Principal or designee of each school shall organize and conduct emergency bus exit drills at least twice within the school year for students who are transported to and from school and all other students shall receive school bus evacuation instruction at least once within the school year.
2. School bus drivers and bus aides shall participate in the emergency exit drills.
3. Bus exit drills will be conducted on school property and shall be supervised by the Principal or by a person assigned to act in a supervisory capacity. The drills will be conducted when weather is conducive to safety and preferably when the bus arrives at school with a full complement of students.
4. The portion of the drill involving the use of the rear emergency door, which requires students to jump from the bus to the ground does need not to be performed by every student and may be demonstrated by others.

5. The school bus driver or supervisor of the drill shall:
  - a. Describe and demonstrate the use of kick-out windows and split-sash windows;
  - b. Describe the location and use of flares, flags, fire ax, and other emergency equipment;
  - c. Give instruction in the opening and closing of front and rear doors, turning off the ignition switch, and setting and releasing the emergency brake;
  - d. Explain that the bus will be evacuated by the front door when the bus is damaged in the rear and by the rear door when the front door is blocked;
  - e. Demonstrate the use of the emergency exit door;
  - f. Instruct students that lunches and books should be left on the bus in the evacuation procedure;
  - g. Encourage older, bigger students to assist younger, smaller students in their exit from the bus;
  - h. Have students leave the bus one row at a time, left and right sides alternating, in a prompt and orderly fashion;
  - i. Instruct students to group a safe distance away from the bus and to wait in that place until directed by the driver, a police officer, or other adult in authority;
  - j. Tolerate no student misbehavior in the conduct of the drill; the failure of any student to follow directions must be reported to the Principal; and
  - k. Provide any other training required by Federal and State law or as deemed appropriate by the Board that will protect the safety of the students in the event the bus needs to be exited due to an emergency.
6. In accordance with the provisions of N.J.A.C. 6A:27-11.2(d), emergency bus evacuation drills shall be documented in the minutes of the Board at the first meeting following completion of the emergency exit drill. The minutes shall include, but are not limited to, the following:
  - a. The date of the drill;



- b. The time the drill was conducted;
- c. The school name;
- d. The location of the drill;
- e. The route number(s) included in the drill; and
- f. The name of the Principal or assigned person(s) who supervised the drill.

C. Additional Precautions

1. School bus drivers may, depending on the age of the students on a bus route, discuss with the students additional safety precautions that may be taken in the event of a bus emergency. The safety precautions to be discussed shall be approved by the Superintendent/Principal.
2. In accordance with the provisions of N.J.S.A. 18A:39-19.4, the Commissioner of Education shall develop a student information card that includes information that should be readily available to a school bus driver and school bus aide for the purpose of promoting proper interaction with a student with special needs. The parent of a student with an Individualized Education Plan (IEP) shall complete the student information card when the IEP is developed or amended for a student who receives transportation services.
  - a. Upon receiving consent from a student's parent, the school district shall provide a copy of the completed student information card to a school bus driver and school bus aide for each student on the bus route to which the school bus driver or school bus aide is assigned for whom a student information card has been completed by the parent.
3. School bus drivers shall attend training workshops offered by the NJDOE and this school district and shall be trained in first aid.
4. Each school bus shall be equipped with:
  - a. A list of the students assigned to that bus;
  - b. A basic first aid kit;
  - c. Several emergency notice cards on which are printed the telephone numbers of the appropriate police department, the receiving

school, and an emergency medical service and on which is provided a space for writing the location of a disabled school bus and the name of the bus driver;

d. Flags or flares or other warning devices; and

e. Any other equipment or supplies determined to be included on the school bus by the administration.

5. Each school bus driver shall:

a. Inspect his/her bus for possible hazards or safety concerns before driving the bus each day;

b. Keep aisles and passageways clear at all times;

c. Maintain student discipline on the bus;

d. Prohibit the presence of any non-service animal, firearm, ammunition, weapon, explosive, or any other dangerous or illegal material or object on the school bus;

e. Report promptly to the Superintendent/Principal any potential driving hazard on his/her route, such as construction, road work, etc.;

f. Report promptly to the Superintendent/Principal any deviation in the bus route or schedule;

g. Drive within speed limits at all times and exercise extraordinary care in inclement weather;

h. Know and obey all motor vehicle laws and regulations and State Board of Education regulations;

i. Not smoke, eat, or drink while in or operating the bus at any time or perform any act or behave in any manner that may impair the safe operation of the school bus;

j. Inspect the school vehicle for students left on board the bus at the end of a route; and

k. Not allow a student on board a school bus unless the bus driver or other employee of the Board or school bus contractor is also on board the bus. This shall not apply when a school bus driver

leaves the bus to assist in the boarding or exiting of a disabled student or in the case of an emergency.

#### D. General Emergency Rules

1. School bus drivers are responsible for the safety of the students on their bus. In the event of an emergency, school bus drivers must exercise responsible leadership. The safety and well-being of students must be the drivers' paramount consideration. School bus drivers shall stay with their students until another school staff member, law enforcement officer, or a first responder can assume responsibility for the safety of the students.
2. School bus drivers may not leave the school bus when children are aboard except in an emergency and, then, only after they have turned off the engine, removed the ignition key, and safely secured the school bus.
3. A school bus must be evacuated when:
  - a. There is a fire in the engine or any other portion of the bus;
  - b. There is a danger of fire because the bus is near an existing fire or a quantity of gasoline or other highly combustible material and is unable to move away;
  - c. The bus is disabled for any reason and:
    - (1) Its stopping point is in the path of a train or is adjacent to a railroad track;
    - (2) A potential exists for the position of the bus to shift thus endangering students; or
    - (3) The stopping point (e.g., on a hill, curve, or near an obstruction) fails to provide oncoming traffic with at least 300 feet visibility of the bus, thus creating the danger of a collision.
  - d. The risk of remaining in the bus poses a greater safety risk than evacuating the bus.
4. When a school bus is evacuated, students shall leave the bus by the exit(s) and in the manner that affords maximum safety in the circumstances.
5. Students who have been evacuated from a school bus shall be moved to a safe place and distance from the bus and remain there until the driver or, if

the driver is incapacitated, another person in authority has determined that no danger remains or until other alternative safety provisions can be made.

6. No student shall be allowed to request a ride with a passerby or proceed to walk home or leave the scene without the specific approval of the bus driver, a police officer, or other person in authority.
7. In the event a school bus is disabled in the course of providing student transportation, the driver, or a responsible person designated by the driver, will notify the School Business Administrator/Board Secretary of the number and location of the bus and the circumstances of the disability. The School Business Administrator/Board Secretary will make arrangements for the safety of the students.

E. Specific Emergency Situations

1. In the event of an accident or vehicle failure the following procedures will be implemented:
  - a. The school bus driver shall, in person or through a responsible designee, summon the police and emergency medical services, if necessary, and notify the Principal of the receiving school and the School Business Administrator/Board Secretary or designee, of the district providing the transportation.
  - b. The school bus driver will attempt to make all students as safe and comfortable as possible. If possible and necessary, the driver will administer emergency first aid to injured students.
  - c. In the event of an accident with no apparent or actual injuries and when law enforcement officials permit the bus to continue on its route after investigating the accident the school nurse will:
    - (1) If the accident occurred on the way to school or during school hours, examine any student who is feeling or displaying any symptoms of any injuries from the accident when the bus arrives at school; or
    - (2) If the accident occurred on the way home from school, examine any student who is feeling or displaying any symptoms of any injuries from the accident the next school day or if the parent of a student requests the school nurse examine their child the next school day.
  - d. In the event of an accident where students are injured, a student(s) may be transported to a hospital if it is determined by law

enforcement, medical, and/or first aid staff at the accident scene additional medical treatment is required.

- (1) If the accident occurred on the way to school or during school hours, the school nurse will examine any student not transported to the hospital who is feeling or displaying any symptoms of any injuries from the accident when the bus arrives at school.
  - (2) If the accident occurred on the way home from school, the nurse will examine any student feeling or displaying any symptoms of any injuries from the accident the next school day or if the parent of a student requests the school nurse examine their child the next school day.
- e. If another vehicle(s) is involved, the bus driver will obtain the following information from the driver(s) of that vehicle(s) or from law enforcement officers at the accident scene: driver's name, driver's license number, vehicle owner's name and address, vehicle registration number, owner's insurance company and policy number, and a description of the vehicle (color, make, year, body type).
- f. The following notifications must be provided:
- (1) The school bus driver must report immediately to the Principal of the receiving school and the School Business Administrator/Board Secretary or designee of the district providing the transportation, any accident that involves an injury, death, or property damage. In addition, the bus driver must complete and file the Preliminary School Bus Accident Report prescribed by the Commissioner of Education.
  - (2) The Principal of the receiving school shall retain a copy of the Report and forward other copies of the Report as prescribed by the NJDOE.
  - (3) In addition, a school bus driver involved in an accident resulting in injury or death of any person, or damage to property of any one person in excess of \$500 shall complete and file within ten days after such accident a Motor Vehicle Accident Report in accordance with N.J.S.A. 39:4-130.

- (4) The parent of students involved in a school bus accident shall be notified as quickly as possible commensurate with the severity of the accident and injuries, if any, and hospital placement of their child if transported to a hospital by ambulance or by other emergency personnel.

2. In the event the school bus driver is incapacitated, the following procedures will be implemented:

- a. A school bus driver is incapacitated when he/she is unable to operate the school bus safely or when his/her driving ability is significantly impaired by the driver's physical or mental condition.
- b. If there is a bus aide on the bus, the bus aide will take steps necessary to have the bus pulled off the road to a safe location and shall contact school officials or emergency services for assistance. If a bus aide is not on the bus, the bus driver shall pull the bus off the road to a safe location and contact school officials or emergency services for assistance.
- c. The bus shall be stopped, with due consideration for the safety of its passengers, the motor turned off, the ignition key removed, and safely secure the bus.
- d. The School Business Administrator/Board Secretary shall immediately arrange for the transportation of the students by substitute driver, substitute bus, or other means.

3. In the event of an injury to a student on the bus, at a bus stop, or along a transportation route, not incurred as the result of a school bus accident, the following procedures will be implemented.

- a. In the absence of another responsible adult in authority, the school bus driver will take charge of a student who has been injured or disabled on a school bus, at a school bus stop, or along the transportation route traveled by the school bus.
- b. If necessary, first aid will be administered.
- c. If the student's injury is serious, emergency medical services will be summoned; the school bus driver or a responsible adult appointed by the bus driver will remain with the student until emergency medical help arrives.
- d. If the student's injury:

- (1) Occurs on the way to the school, the school bus driver will deliver the injured student to the school nurse for examination and such treatment or referral as may be required. The school nurse will notify the student's parent;
  - (2) Occurs on the way to the student's home, the school bus driver ~~or another school district staff member~~ will deliver the injured student to his/her parent or to a responsible adult at the student's home or if no one is home the injured student will be transported back to a school district location until a parent or another responsible adult can be contacted. If it is determined the student may need medical treatment and a parent or responsible adult cannot be contacted, the child may be transported to the school physician's office or to the nearest hospital emergency room; or
  - (3) Occurs on the way to or from an extracurricular event, the school bus driver will notify a professional staff member assigned to the activity, who will take charge of the student and notify the student's parent.
- e. The school bus driver will immediately report the incident and any injuries to the Principal or designee of the school in which the student is enrolled.

Issued:



State of New Jersey  
DEPARTMENT OF EDUCATION  
PO Box 500  
TRENTON, NJ 08625-0500

PHILIP D. MURPHY  
Governor

SHEILA Y. OLIVER  
Lt. Governor

LAMONT O. REPOLLET, ED.D.  
Commissioner

January 9, 2020

Dr. Stephen T. Wisniewski, Superintendent  
Bradley Beach Borough School District  
515 Brinley Avenue  
Bradley Beach, NJ 07720

Dear Dr. Wisniewski:

In May 2018 the Department issued an evaluation of the Bradley Beach Borough School District pursuant to the requirements of N.J.A.C. 6A:30, the New Jersey Quality Single Accountability Continuum (NJQSAC). At that time, the district was placed on a continuum in each of the performance evaluation areas in the district performance review (DPR): Instruction and Program, Fiscal Management, Governance, Operations and Personnel.

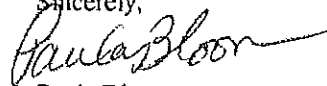
Following the initial evaluation, the district developed an improvement plan to address noncompliant indicators in the area of Instruction and Program approved on October 5, 2019. Staff from the Monmouth County Office of Education conducted an interim review of the district's progress in the area of Instruction and Program. Listed below are the initial placement and interim review placement scores for your district:

NJQSAC Areas	Initial Review Placement (6/2017)	Interim Review Placement (5/2019)	Interim Review Placement (1/2020)
Instruction and Program	72%	75%	79%
Fiscal Management	100%	100%	100%
Governance	100%	100%	100%
Operations	100%	100%	100%
Personnel	100%	100%	100%

These placement results will be provided to the State Board of Education at an upcoming meeting. Please be advised that NJQSAC regulations require your board of education to report these placement results at the next regularly scheduled board meeting.

Since the district has still not satisfied at least 80% of the weighted indicators in the area of Instruction and Program, you are directed to continue to implement the district improvement plan. The executive county superintendent will conduct the next interim review in July 2020.

Pursuant to N.J.A.C. 6A:30-4.1, if you believe that any indicators were scored incorrectly, you have seven days from the receipt of this letter to submit a written reconsideration request. Email your request to [qsac@doe.nj.gov](mailto:qsac@doe.nj.gov). We look forward to working with you in your improvement efforts.

Sincerely,  
  
Paula Bloom  
Acting Director  
Office of Field Services Coordination



Board of Education Monthly HIB Report - January 2020

Case Number: 61

Student ID #	Targeted Pupil or Accused Pupil	Ethnicity (Complete if incident involved Race/Ethnicity)	Date/Time/ Location of Incident	Determined HIB or NON HIB	Consequences/ Remediation Administered	Board Action
	Targeted	None	12/2/2019	NON HIB	Administration met with staff member and provided guidance/suggestions in regards to instruction and situation.	
Staff	Accused					

TO THE BOARD OF EDUCATION  
BRADLEY BEACH BOARD OF ED  
FUND 10

INTERIM BALANCE SHEET  
12/31/19

**ASSETS AND RESOURCES**

**ASSETS:**

101	Cash In Bank			1,011,816.91
102-106	Cash and cash equivalents			.00
111	Investments			.00
116	Capital Reserve Account			201,000.00
117	Maintenance Reserve			21,325.00
118	Emergency Reserve			178,300.00
121	Tax levy receivable			3,304,650.00
	Accounts receivable:			
132	Interfund		.00	
141	Intergovernmental-state	575,599.20		
142	Intergovernmental-federal		.00	
143	Intergovernmental-other			
153, 154	Other (net uncollect. of)	.00	14,878.50	590,477.70
	Loans receivable:			
131	Interfund		.00	
151, 152	Other (net uncollect. of)	.00		.00
	Other Current Assets			.00

**RESOURCES:**

301	Estimated revenues		7,180,201.00	
302	Less Revenues		-7,193,959.12	-13,758.12
	Total assets and resources			5,293,811.49

**LIABILITIES AND FUND EQUITY**

**LIABILITIES:**

421	Accounts payable			19,674.67
431	Contracts payable			.00
451	Loans payable			.00
	Other current liabilities			.00
	Total liabilities			19,674.67



TO THE BOARD OF EDUCATION  
 BRADLEY BEACH BOARD OF ED  
 FUND 10  
**INTERIM BALANCE SHEET**  
 12/31/19

**FUND BALANCE:**

Appropriated:				
753,754	Reserve for Encumbrances		3,977,125.19	
Reserved fund balance:				
761	Capital Reserve Account		201,000.00	
764	Maintenance Reserve Account		21,325.00	
765	Tuition Reserve Account		.00	
766	Emergency Reserve Acct		178,300.00	
762	Adult education program		.00	
751,2,6X	Other Reserves			
601	Appropriations		7,597,784.65	
602	Less: Expenditures	3,327,718.49		
603	Encumbrances	3,977,125.19	-7,304,843.68	292,940.97
604	Increase in capital reserve			1,000.00
606	Increase in Maintenance Reserve			.00
607	Increase in Emergency Reserve			
	Total appropriated			4,671,691.16
Unappropriated:				
770	Fund balance July 1, 2019			1,012,373.66
303	Less-Budgeted fund balance			-409,928.00
307	Less-Bdgtd w/d frm Cap Rsv Elig			.00
309	Less Bdgtd w/d frm Cap Rsv Xcss			
310	Less Bdgtd w/d frm Maint Reserv			
311	Less Bdgtd w/d frm Tuition Rsv			
312	Less Bdgtd w/d frm Emergency Rs			
	Total fund balance			5,274,136.82
	Total liabilities and fund equity			5,293,811.49



TO THE BOARD OF EDUCATION  
 BRADLEY BEACH BOARD OF ED  
 FUND 10  
 INTERIM BALANCE SHEET  
 12/31/19

**RECAPITULATION OF FUND BALANCE**

	BUDGETED	ACTUAL	VARIANCE
Appropriations	7,597,784.65	7,304,843.68	292,940.97
Less Revenues	7,180,201.00	7,193,959.12	-13,758.12
 Subtotal	 417,583.65	 110,884.56	 306,699.09
 Change in Capital Reserve Account:			
Plus-Increase in reserve	1,000.00		1,000.00
Less-Withdrawl from Reserve-Elig costs	.00		.00
Less-Withdrawl from Resv-Excess costs	.00		
Change in Maintenance Reserve Account			
Plus-Increase in Reserve	.00		.00
Less-Withdrawl from Reserve	.00		
Change in Tuition Reserve Account			
Less-Withdrawl from Reserve	.00		.00
Change in Emergency Reserve Acct			
Plus-Increase in Reserve	.00		.00
Less-Withdrawl from Reserve	.00		
Sub Total	418,583.65		307,699.09
Less: Adjustment Prior Year Encumbrances	-8,655.65	-8,655.65	
 Budgeted Fund Balance	 <u>409,928.00</u>	 <u>102,228.91</u>	 <u>.00</u>

TO THE BOARD OF EDUCATION  
 BRADLEY BEACH BOARD OF ED  
 FUND 20  
 INTERIM BALANCE SHEET  
 12/31/19

ASSETS AND RESOURCES

ASSETS:

101	Cash In Bank		-35,416.85
102-106	Cash and cash equivalents		.00
111	Investments		.00
116	Capital Reserve Account		.00
	Accounts receivable:		
132	Interfund	.00	
141	Intergovernmental-state	-.55	
142	Intergovernmental-federal	.00	
143	Intergovernmental-other		
153, 154	Other (net uncollect. of)	.00	-.55
131	Interfund loans receivable		.00
	Other Current Assets		.00

RESOURCES:

301	Estimated revenues	644,485.55	
302	Less Revenues	-205,273.66	439,211.89
	Total assets and resources		403,794.49

LIABILITIES AND FUND EQUITY

LIABILITIES:

411	Intergovt accts payable -state		.00
412	Intergovt accts payable - federal		.00
421	Accounts payable		1,312.50
402	Interfund accounts payable		.00
431	Contracts payable		.00
451	Loans payable		.00
481	Deferred revenues		7,844.01
	Other current liabilities		.00
	Total liabilities		9,156.51





TO THE BOARD OF EDUCATION  
 BRADLEY BEACH BOARD OF ED  
 FUND 30  
 INTERIM BALANCE SHEET  
 12/31/19

**ASSETS AND RESOURCES**

**ASSETS:**

101	Cash In Bank	.00
102-106	Cash and cash equivalents	.00
105	Cash With Fiscal Agents	.00
111	Investments	.00
	Accounts receivable:	
132	Interfund	.00
141	Intergovernmental-state	
142	Intergovernmental-federal	
153, 154	Other (net uncollect. of)	.00
131	Interfund loans receivable	.00
161	Bonds proceeds receivable	.00
	Other Current Assets	.00

**RESOURCES:**

301	Estimated revenues	.00
302	Less Revenues	.00
	Total assets and resources	.00

**LIABILITIES AND FUND EQUITY**

**LIABILITIES:**

421	Accounts payable	.00
402	Interfund accounts payable	.00
431	Contracts payable	.00
432	Construct contracts payable-retain %	.00
433	Construction contracts payable	.00
451	Loans payable	.00
	Other current liabilities	.00
	Total liabilities	.00



TO THE BOARD OF EDUCATION  
 BRADLEY BEACH BOARD OF ED  
 FUND 30  
 INTERIM BALANCE SHEET  
 12/31/19

**FUND BALANCE:**

Appropriated:				
753,754	Reserve for Encumbrances		.00	
751,26X	Other Reserves		.00	
601	Appropriations	.00		
602	Less: Expenditures	.00		
603	Encumbrances	.00	.00	
	Total appropriated			
Unappropriated:				
770	Fund balance July 1, 2019		.00	
303	Less-Budgeted fund balance			
	Total fund balance			.00
	Total liabilities and fund equity			.00





TO THE BOARD OF EDUCATION  
 BRADLEY BEACH BOARD OF ED  
 FUND 40  
 INTERIM BALANCE SHEET  
 12/31/19

**ASSETS AND RESOURCES**

**ASSETS:**

101	Cash In Bank		69,212.07
102-106	Cash and cash equivalents		.00
105	Cash With Fiscal Agents		.00
111	Investments		.00
119	Debt Service Reserve		.00
121	Tax levy receivable		92,760.00
	Accounts receivable:		
132	Interfund	.00	
141	Intergovernmental-state		
153, 154	Other (net uncollect. of)	.00	.00
	Other Current Assets		.00

**RESOURCES:**

301	Estimated revenues	173,925.00	
302	Less Revenues	-173,925.00	.00
	Total assets and resources		161,972.07

**LIABILITIES AND FUND EQUITY**

**LIABILITIES:**

455	Interest payable		.00
441	Matured bonds payable		.00
	Other current liabilities		.00
	Total liabilities		.00



TO THE BOARD OF EDUCATION  
 BRADLEY BEACH BOARD OF ED  
 FUND 40  
 INTERIM BALANCE SHEET  
 12/31/19

**FUND BALANCE:**

Appropriated:			
767	Debt Service Reserve Acct		.00
751,2,6X	Other Reserves		
601	Appropriations	173,928.00	
602	Less: Expenditures	-11,962.50	161,965.50
608	Increase in Debt Service Reserve		.00
Unappropriated:			
770	Fund balance July 1, 2019		9.57
303	Less-Budgeted fund balance		-3.00
313	Less Bdgtd w/d frm Debt Svs Rsv		.00
	Total fund balance		161,972.07
	Total liabilities and fund equity		161,972.07
	Change in Debt Service Reserve Acct		
	Plus-Increase in Reserve	.00	.00
	Less-Withdrawl from Reserve	.00	
	Sub Total	.00	



REPORT OF THE SECRETARY TO THE BOARD OF EDUCATION  
DISTRICT: BRADLEY BEACH BOARD OF ED  
FUND 10  
**INTERIM STATEMENT**  
COMPARING BUDGETED REVENUE WITH ACTUAL TO DATE AND  
APPROPRIATIONS WITH EXPENDITURES AND ENCUMBERANCES TO DATE  
FOR SIX MONTH PERIOD ENDING 12/31/2019

		Budgeted Estimated	Actual To Date	Note: Over or (Under)	Unrealized Balance
<b>REVENUE</b>					
<b>CURRENT EXPENSE</b>					
52XX	From transfers	.00	.00	.00	.00
51XX	Sale of bonds	.00	.00	.00	.00
1XXX	From local sources	6,220,873.00	6,234,631.12	.00	-13,758.12
2XXX	From intermediate sources	.00	.00	.00	.00
3XXX	From state sources	959,328.00	959,328.00	.00	.00
4XXX	From federal sources	.00	.00	.00	.00
<b>TOTAL REVENUE/SOURCES OF FUNDS</b>		<b>7,180,201.00</b>	<b>7,193,959.12</b>	<b>.00</b>	<b>-13,758.12</b>

		Appropriations	Expenditures	Encumbrance	Avail Balance
<b>EXPENDITURES</b>					
<b>CURRENT EXPENSE</b>					
11-1XX-100-XXX	Regular programs-instruction	2,638,636.00	1,138,025.61	1,430,768.78	69,841.61
11-2XX-100-XXX	Special education-instruction	1,000.00	.00	.00	1,000.00
11-230-100-XXX	Basic skills-remedial-instruction	.00	.00	.00	.00
11-240-100-XXX	Bilingual education-instruction	106,526.00	45,837.48	60,385.89	302.63
11-3XX-100-XXX	Voc.programs-local-instruction	.00	.00	.00	.00
11-401-100-XXX	School-spons. occur. activ. instr.	42,414.00	20,838.40	20,543.60	1,032.00
11-402-100-XXX	School-spons. athletics-instruction	43,288.00	18,522.75	13,775.29	10,989.96
11-421-XXX-XXX	Before/After School Programs	5,415.00	2,500.00	2,715.00	200.00
11-422-XXX-XXX	Summer School	23,535.00	23,535.00	.00	.00
11-423-XXX-XXX	Alternative Education Programs	.00	.00	.00	.00
11-424-XXX-XXX	Other Supplemental/At-Risk Prgms	.00	.00	.00	.00
11-4XX-100-XXX	Other instructional prog.-instr.	.00	.00	.00	.00
11-800-330-XXX	Community service programs/operatio	.00	.00	.00	.00
<b>UNDISTRIBUTED EXPENDITURES</b>					
11-000-100-XXX	Instruction	1,980,431.00	687,862.06	1,285,613.07	6,955.87
11-000-211-XXX	Attendance and social work services	87,106.00	41,179.05	45,259.64	667.31
11-000-213-XXX	Health services	105,856.00	46,803.41	54,971.36	4,081.23
11-000-216-XXX	Related Services	120,628.00	51,873.62	68,487.64	266.74
11-000-217-XXX	Extraordinary Services	149,321.00	64,696.09	84,624.41	.50
11-000-218-XXX	Other support services-stud-regular	53,045.00	21,546.56	31,495.60	2.84
11-000-219-XXX	Other support serv - stud-spec-serv	221,125.00	108,168.00	110,742.37	2,214.63
11-000-221-XXX	Improvmnt of inst/supp serv inst sf	127,810.00	64,381.26	61,482.03	1,946.71
11-000-222-XXX	Educational media serv/schl library	.00	.00	.00	.00
11-000-223-XXX	Staff Training Services	12,000.00	2,935.00	.00	9,065.00
11-000-230-XXX	Supp. serv.- general administration	279,655.67	142,950.81	99,483.71	37,221.15
11-000-240-XXX	Supp. serv. - school administration	9,450.00	4,134.03	4,024.96	1,291.01
11-000-251-XXX	Supp. serv. - Central Services	177,049.00	87,251.23	80,410.82	9,386.95
11-000-252-XXX	Supp. serv. - Admin Info Technology	27,160.00	14,759.75	11,543.57	856.68
11-000-261-XXX	Allowable Maint. for School Fac.	385,264.00	342,658.30	23,910.64	18,695.06
11-000-262-XXX	Custodial Services	494,943.00	264,657.68	219,077.34	11,207.98
11-000-263-XXX	Care and Upkeep of Grounds	.00	.00	.00	.00
11-000-266-XXX	Security	12,277.98	4,500.00	4,277.98	3,500.00
11-000-270-XXX	Student transportation services	221,575.00	41,421.95	95,117.94	85,035.11
11-000-290-XXX	Other support services	.00	.00	.00	.00
11-000-291-XXX	Unallocated Benefits	194,732.00	75,849.45	101,702.55	17,180.00
11-000-310-XXX	Food services	.00	.00	.00	.00



REPORT OF THE SECRETARY TO THE BOARD OF EDUCATION  
 DISTRICT: BRADLEY BEACH BOARD OF ED  
 FUND 10  
**INTERIM STATEMENT**  
 COMPARING BUDGETED REVENUE WITH ACTUAL TO DATE AND  
 APPROPRIATIONS WITH EXPENDITURES AND ENCUMBERANCES TO DATE  
 FOR SIX MONTH PERIOD ENDING 12/31/2019

11-000-500-56X	Transfer of funds to Chtr Schls	55,880.00	.00	55,880.00	.00
11-000-515-XXX	Retirement of ERIP Liability	.00	.00	.00	.00
11-000-520-XXX	Transfers to other funds	.00	.00	.00	.00
	Total general current expense				
	expenditures/uses of funds	7,576,122.65	3,316,887.49	3,966,294.19	292,940.97



REPORT OF THE SECRETARY TO THE BOARD OF EDUCATION  
DISTRICT: BRADLEY BEACH BOARD OF ED  
FUND 10  
**INTERIM STATEMENT**  
COMPARING BUDGETED REVENUE WITH ACTUAL TO DATE AND  
APPROPRIATIONS WITH EXPENDITURES AND ENCUMBERANCES TO DATE  
FOR SIX MONTH PERIOD ENDING 12/31/2019

EXPENDITURES	cont'd:	Appropriations	Expenditures	Encumbrance	Avail Balance
<b>CAPITAL OUTLAY</b>					
12-XXX-XXX-73X	Equipment	.00	.00	.00	.00
12-4XX-400-780	Infrastructure	.00	.00	.00	.00
12-000-4XX-XXX	Facilities acquis. & Const serv	21,662.00	10,831.00	10,831.00	.00
12-000-520-93X	Transfers	.00	.00	.00	.00
	Total capital outlay expenditures/ uses of funds	21,662.00	10,831.00	10,831.00	.00
<b>SPECIAL SCHOOL</b>					
13-422-100-XXX	Summer school-instruction	.00	.00	.00	.00
13-422-200-XXX	Summer school-support services	.00	.00	.00	.00
113-4XX-100-XXX	Other spec. schools-instruction	.00	.00	.00	.00
13-4XX-200-XXX	Other spec. schools-support serv	.00	.00	.00	.00
13-601-200-XXX	Accr. evening/adult H.S. p/g sup svc	.00	.00	.00	.00
13-602-100-XXX	Adult education-local-instruction	.00	.00	.00	.00
13-602-200-XXX	Adult education-local-support serv	.00	.00	.00	.00
13-629-100-XXX	Vocational evening-local-instruction	.00	.00	.00	.00
13-631-100-XXX	Evening school foreign born lcl-inst	.00	.00	.00	.00
13-631-200-XXX	Evening school foreign born lcl-ssvc	.00	.00	.00	.00
13-000-520-XXX	Transfers	.00	.00	.00	.00
	Total special schools expenditures/uses of funds	.00	.00	.00	.00
<b>TOTAL FUNDS 11-13 EXPENDITURES</b>		<b>7,597,784.65</b>	<b>3,327,718.49</b>	<b>3,977,125.19</b>	<b>292,940.97</b>
<b>ARRA ESF FND16</b>					
16-1XX-100-XXX	Distributed Expenditures	.00	.00	.00	.00
16-2XX-100-XXX	Special Ed Programs	.00	.00	.00	.00
16-4XX-100-XXX	School Sponsored Activities	.00	.00	.00	.00
16-8XX-100-XXX	Community Services	.00	.00	.00	.00
16-000-XXX-XXX	Undistributed Expenses	.00	.00	.00	.00
	<b>TOTAL FUND 16</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
<b>ARRA GSF FND17</b>					
17-1XX-100-XXX	Distributed Expenditures	.00	.00	.00	.00
17-2XX-100-XXX	Special Ed Programs	.00	.00	.00	.00
17-4XX-100-XXX	School Sponsored Activities	.00	.00	.00	.00
17-8XX-100-XXX	Community Services	.00	.00	.00	.00
17-000-XXX-XXX	Undistributed Expenses	.00	.00	.00	.00
	<b>Total Fund 17</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
<b>TOTAL FUNDS 16&amp;17 EXPENDITURES</b>		<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
<b>TOTAL FUNDS 11-19 EXPENDITURES</b>		<b>7,597,784.65</b>	<b>3,327,718.49</b>	<b>3,977,125.19</b>	<b>292,940.97</b>



REPORT OF THE SECRETARY TO THE BOARD OF EDUCATION  
DISTRICT: BRADLEY BEACH BOARD OF ED  
FUND 20  
**INTERIM STATEMENT**  
COMPARING BUDGETED REVENUE WITH ACTUAL TO DATE AND  
APPROPRIATIONS WITH EXPENDITURES AND ENCUMBERANCES TO DATE  
FOR SIX MONTH PERIOD ENDING 12/31/2019


		Budgeted Estimated	Actual To Date	Note: Over or (Under)	Unrealized Balance
<b>REVENUE</b>					
52XX	From transfers	.00	.00	.00	.00
1XXX	From local sources	12,553.67	4,709.66	.00	7,844.01
2XXX	From intermediate sources	.00	.00	.00	.00
3XXX	From state sources	328,675.00	131,472.00	.00	197,203.00
4XXX	From federal sources	303,256.88	69,092.00	.00	234,164.88
<b>TOTAL REVENUE/SOURCES OF FUNDS</b>		<b>644,485.55</b>	<b>205,273.66</b>	<b>.00</b>	<b>439,211.89</b>
		Appropriations	Expenditures	Encumbrance	Avail Balance
<b>EXPENDITURES</b>					
20-00X-09X	Local Projects	12,553.67	6,364.20	.00	6,189.47
20-290-309	Other Special Projects	.00	.00	.00	.00
State Projects:					
20-211	Early Childhood Prog Aid	.00	.00	.00	.00
20-212	Demonstrably Eff Prog Aid	.00	.00	.00	.00
20-213	Distance Learning Network Aid	.00	.00	.00	.00
20-214	Instructional Supplemental Aid	.00	.00	.00	.00
20-217	Targeted At Risk Aid	.00	.00	.00	.00
20-218	Preschool Education	328,675.00	141,705.62	161,430.08	25,539.30
20-501	Nonpublic Textbooks	.00	.00	.00	.00
20-502-505	Nonpublic Auxilliary Services	.00	.00	.00	.00
20-506-508	Nonpublic Handicapped Services	.00	.00	.00	.00
20-509	Nonpublic Nursing Services	.00	.00	.00	.00
20-510	Nonpublic Technology	.00	.00	.00	.00
20-603-618	Adult Education	.00	.00	.00	.00
20-331-360	Vocational Education State	.00	.00	.00	.00
	Other Special Projects State	.00	.00	.00	.00
	<b>Total State Projects</b>	<b>328,675.00</b>	<b>141,705.62</b>	<b>161,430.08</b>	<b>25,539.30</b>
Federal Projects:					
20-231-239	NCLB Title I	138,472.00	43,766.57	62,603.43	32,102.00
20-260-269	NCLB Title V & VI	.00	.00	.00	.00
20-250-259	I.D.E.A. Part B (Handicapped)	141,107.86	50,604.23	75,968.52	14,535.11
20-361-399	P.L. 101-392 (Voc. Education)	.00	.00	.00	.00
20-619-628	P.L.91-230 (Adlt Basic Education)	.00	.00	.00	.00
	Other Special Projects Federal	23,677.02	7,406.95	9,799.98	6,470.09
	<b>Total Federal Projects</b>	<b>303,256.88</b>	<b>101,777.75</b>	<b>148,371.93</b>	<b>53,107.20</b>
<b>Total Expenditures</b>		<b>644,485.55</b>	<b>249,847.57</b>	<b>309,802.01</b>	<b>84,835.97</b>

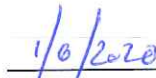


REPORT OF THE SECRETARY TO THE BOARD OF EDUCATION  
DISTRICT: BRADLEY BEACH BOARD OF ED  
FUND 30  
INTERIM STATEMENT  
COMPARING BUDGETED REVENUE WITH ACTUAL TO DATE AND  
APPROPRIATIONS WITH EXPENDITURES AND ENCUMBERANCES TO DATE  
FOR SIX MONTH PERIOD ENDING 12/31/2019

		Budgeted Estimated	Actual To Date	Note: Over or (Under)	Unrealized Balance
<b>REVENUE</b>					
51XX	Sale of bonds	.00	.00	.00	.00
52XX	Transfer from other funds	.00	.00	.00	.00
	Other	.00	.00	.00	.00
	<b>TOTAL REVENUE/SOURCES OF FUNDS</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
		Appropriations	Expenditures	Encumbrance	Avail Balance
<b>EXPENDITURES</b>					
30-XXX-XXX-73X	Equipment	.00	.00	.00	.00
	Facilities acquisition and constr serv:				
30-000-4XX-100	Salaries	.00	.00	.00	.00
30-000-4XX-331	Legal Services	.00	.00	.00	.00
30-000-4XX-390	Other purchased prof. & tech. serv.	.00	.00	.00	.00
30-000-4XX-450	Construction services	.00	.00	.00	.00
30-000-4XX-610	General supplies	.00	.00	.00	.00
30-000-4XX-710	Land and improvements	.00	.00	.00	.00
30-000-4XX-722	Bldgs other than lease pur agrmnts	.00	.00	.00	.00
30-000-4XX-8XX	Other objects	.00	.00	.00	.00
	Total fac. acq. and constr. serv.	.00	.00	.00	.00
	Total expenditures	.00	.00	.00	.00
30-000-520-93X	Transfer to other funds	.00	.00	.00	.00
	<b>Total expenditures and transfers</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>

Prepared and submitted by:

  
\_\_\_\_\_  
Board Secretary

  
\_\_\_\_\_  
Date

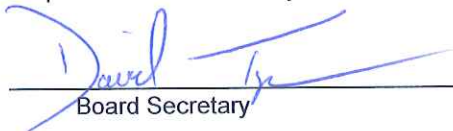


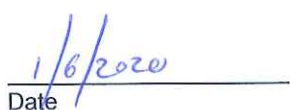
REPORT OF THE SECRETARY TO THE BOARD OF EDUCATION  
DISTRICT: BRADLEY BEACH BOARD OF ED  
FUND 40  
INTERIM STATEMENT  
COMPARING BUDGETED REVENUE WITH ACTUAL TO DATE AND  
APPROPRIATIONS WITH EXPENDITURES AND ENCUMBERANCES TO DATE  
FOR SIX MONTH PERIOD ENDING 12/31/2019

		Budgeted Estimated	Actual To Date	Note: Over or (Under)	Unrealized Balance
<b>REVENUE</b>					
51XX	Sale of bonds	.00	.00	.00	.00
52XX	Transfer from other funds	.00	.00	.00	.00
Local Sources:					
1210	Local Tax Levy	173,925.00	173,925.00	.00	.00
40-1XXX	Miscellaneous	.00	.00	.00	.00
	Total	173,925.00	173,925.00	.00	.00
State Sources:					
3160	Debt Service Aid Type II	.00	.00	.00	.00
3251	Add. State School Bld Aid Ch. 17	.00	.00	.00	.00
3252	Add. State School Bldg Aid Ch. 1	.00	.00	.00	.00
3253	Add. State School Bldg Aid Ch. 7	.00	.00	.00	.00
	Total	.00	.00	.00	.00
<b>TOTAL REVENUE/SOURCES OF FUNDS</b>		<b>173,925.00</b>	<b>173,925.00</b>	<b>.00</b>	<b>.00</b>

		Appropriations	Expenditures	Encumbrance	Avail Balance
<b>EXPENDITURES</b>					
40-000-515-XXX	Retirement of ERIP Liability	.00	.00	.00	.00
	Debt Service - Regular				
40-701-510-723	Princ Pmt-Comm Appr Lease Pur Agrmt	.00	.00	.00	.00
40-701-510-830	Interest	.00	.00	.00	.00
40-701-510-833	Interest Pmts-Comm Appr Ls Pur Agrmt	.00	.00	.00	.00
40-701-510-834	Interest on Bonds	23,928.00	11,962.50	.00	11,965.50
40-701-510-835	Interest on Rearly Ret Bonds	.00	.00	.00	.00
40-701-510-910	Redemption of principal	150,000.00	.00	.00	150,000.00
40-701-510-920	Amnts paid into sinking fund	.00	.00	.00	.00
	Total	173,928.00	11,962.50	.00	161,965.50
Additional State School Bldg. Aid-C.177					
40-702-510-830	Interest	.00	.00	.00	.00
40-702-510-910	Redemption of principal	.00	.00	.00	.00
	Total	.00	.00	.00	.00
Additional State School Bldg. Aid-C.10					
40-703-510-830	Interest	.00	.00	.00	.00
40-703-510-910	Redemption of principal	.00	.00	.00	.00
	Total	.00	.00	.00	.00
Additional State School Bldg. Aid-C.74					
40-704-510-830	Interest	.00	.00	.00	.00
40-704-510-910	Redemption of principal	.00	.00	.00	.00
	Total	.00	.00	.00	.00
	Total uses of funds before transfers	173,928.00	11,962.50	.00	161,965.50
40-000-520-930	Transfers to other funds	.00	.00	.00	.00
	Total uses of funds	173,928.00	11,962.50	.00	161,965.50

Prepared and submitted by:

  
Board Secretary

  
Date 1/6/2020





REPORT OF THE SECRETARY  
TO THE BOARD OF EDUCATION  
BRADLEY BEACH BOARD OF ED  
FUND 10

**SCHEDULE OF REVENUES**

ACTUAL COMPARED TO ESTIMATED  
12/31/19

	Estimated	Actual	Unrealized
51XX Bond Principal ERIP	.00	.00	.00
52XX Transfers from other funds	.00		.00
<b>LOCAL SOURCES:</b>			
1210 Local Tax Levy	6,195,873.00	6,195,873.00	.00
1211 Local Tax Levy - Capital Resrv Incrs	.00	.00	.00
121X Other Local Sources	.00		.00
12XX Other governmental units	.00		.00
131X Tuition-from individuals	15,250.00	19,012.50	-3,762.50
132X -from other LEA'S within NJ	.00	.00	.00
1330-1340 -other	.00		.00
142X Transp.-from other LEA's within NJ	.00		.00
1430-1440 -other	.00		.00
1XXX Miscellaneous	9,750.00	19,745.62	-9,995.62
<b>TOTAL</b>	<b>6,220,873.00</b>	<b>6,234,631.12</b>	<b>-13,758.12</b>
2XXX <b>INTERMEDIATE SOURCES</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
<b>STATE SOURCES</b>			
3110 Foundation Aid	.00	.00	.00
3111 Core Curric Std. Aid	.00		.00
3112 Addtnl Core Curr Std. Aid	.00		.00
3113 Addtnl Suppmnt Core Curr Aid	.00		.00
3114 Abbot Parity Remedy Aid	.00		.00
3115 Addtnl Abbot vs Burke Aid	.00		.00
3116 School Choice Aid	.00		.00
3117 School Choice Stabilization Aid	.00		.00
3118 Discretionary Ed OpportunityAid	.00		.00
312X Transportation Aid	85,575.00	85,575.00	.00
313X Special Education Aid	221,110.00	221,110.00	.00
314X Bilingual Aid	.00	.00	.00
315X Aid for At-Risk Pupils	.00		.00
317X Transition Aid	652,643.00	652,643.00	.00
318X NEW Aid	.00	.00	.00
3191 Public School Law Enforcement	.00		.00
3193 Teacher Quality Employment Act	.00		.00
3194 Capital Grant Entitlement Program	.00		.00
3195 Consolidated Aid	.00		.00
3196 Additional Formula Aid	.00		.00
3197 Full Day Kindgtn Spl Aid	.00		.00
3XXX Other State Aids	.00		.00
<b>TOTAL</b>	<b>959,328.00</b>	<b>959,328.00</b>	<b>.00</b>



REPORT OF THE SECRETARY  
 TO THE BOARD OF EDUCATION  
 BRADLEY BEACH BOARD OF ED  
 FUND 10  
**SCHEDULE OF REVENUES**

ACTUAL COMPARED TO ESTIMATED  
 12/31/19

FEDERAL SOURCES:

4100	P.L.81-874 (IMPACT)	.00	.00	.00
4200	Medical Reimbursement	.00		.00
4522	Fund 18 Jobs Fund	.00		.00
	TOTAL	.00		.00
	TOTAL REVENUES/SOURCES OF FUNDS	7,180,201.00	7,193,959.12	-13,758.12



REPORT OF THE SECRETARY  
TO THE BOARD OF EDUCATION  
BRADLEY BEACH BOARD OF ED  
FUND 10

STATEMENT OF APPROPRIATIONS

COMPARED WITH EXPENDITURES AND ENCUMBERANCES

12/31/19

	Appropriations	Expenditures	Encumbrances	Balance	
<b>Regular programs - Instruction</b>					
11-105-100-101	Pre/Kindgtn salaries of teachers	25,797.00	9,553.20	15,454.80	789.00
11-110-100-101	Kindergarten Salaries of teachers	143,714.00	52,117.20	86,002.80	5,594.00
11-110-100-2XX	Allocated Benefits	14,074.00	5,395.51	4,884.49	3,794.00
11-120-100-101	Grades 1-5 salaries of teachers	1,115,329.00	451,959.65	663,369.35	.00
11-120-100-2XX	Allocated Benefits	284,908.00	142,972.45	130,395.55	11,540.00
11-130-100-101	Grades 6-8 salaries of teachers	739,829.00	297,157.07	440,644.93	2,027.00
11-130-100-2XX	Allocated Benefits	156,685.00	80,460.65	74,277.35	1,947.00
	<b>Total Instruction</b>	<b>2,480,336.00</b>	<b>1,039,615.73</b>	<b>1,415,029.27</b>	<b>25,691.00</b>
<b>Home Instruction:</b>					
11-150-100-101	Salaries of teachers	1,000.00	.00	.00	1,000.00
	<b>Total Home Instr</b>	<b>1,000.00</b>	<b>.00</b>	<b>.00</b>	<b>1,000.00</b>
<b>Regular programs - undis. instr.:</b>					
11-190-100-2XX	Allocated Benefits	13,000.00	13,000.00	.00	.00
11-190-100-5XX	Other purchased services	15,000.00	6,013.60	.00	8,986.40
11-190-100-610	General supplies	78,310.00	54,633.43	3,825.30	19,851.27
11-190-100-8XX	Other objects	50,990.00	24,762.85	11,914.21	14,312.94
	<b>Total Reg Prog-Undist</b>	<b>157,300.00</b>	<b>98,409.88</b>	<b>15,739.51</b>	<b>43,150.61</b>
	<b>Total Regular Progs</b>	<b>2,638,636.00</b>	<b>1,138,025.61</b>	<b>1,430,768.78</b>	<b>69,841.61</b>
<b>SPECIAL EDUCATION - PROGRAMS</b>					
Neurologically impaired					
Multiply handicapped:					
Resource room:					
Autistic:					
Preschool handicapped-full-time:					
Home instruction:					
11-219-100-101	Salaries of teachers	1,000.00	.00	.00	1,000.00
	<b>Total</b>	<b>1,000.00</b>	<b>.00</b>	<b>.00</b>	<b>1,000.00</b>
	<b>Total Special Education-Instruction</b>	<b>1,000.00</b>	<b>.00</b>	<b>.00</b>	<b>1,000.00</b>



REPORT OF THE SECRETARY  
 TO THE BOARD OF EDUCATION  
 BRADLEY BEACH BOARD OF ED  
 FUND 10  
 STATEMENT OF APPROPRIATIONS  
 COMPARED WITH EXPENDITURES AND ENCUMBERANCES  
 12/31/19

	Appropriations	Expenditures	Encumbrances	Available Balance
Basic skills/remedial - Instruction				
Bilingual education - Instruction				
11-240-100-101 Salaries of teachers	90,280.00	35,431.00	54,849.00	.00
11-240-100-2XX Allocated Benefits	15,396.00	9,756.11	5,536.89	103.00
11-240-100-610 General supplies	850.00	650.37	.00	199.63
Total	106,526.00	45,837.48	60,385.89	302.63
School spons.cocurricular activities-Instruction				
11-401-100-1XX Salaries	33,559.00	13,015.40	20,543.60	.00
11-401-100-6XX Supplies and materials	250.00	.00	.00	250.00
11-401-100-8XX Other objects	8,605.00	7,823.00	.00	782.00
Total	42,414.00	20,838.40	20,543.60	1,032.00
School sponsored athletics-Instruct.				
11-402-100-1XX Salaries	24,788.00	11,012.71	13,775.29	.00
11-402-100-5XX Purchased services	13,800.00	4,845.00	.00	8,955.00
11-402-100-6XX Supplies and materials	3,500.00	1,465.04	.00	2,034.96
11-402-100-8XX Other objects	1,200.00	1,200.00	.00	.00
Total	43,288.00	18,522.75	13,775.29	10,989.96
Before/After School Programs - Instruction				
11-421-100-1XX Salaries	5,415.00	2,500.00	2,715.00	200.00
Total	5,415.00	2,500.00	2,715.00	200.00
Summer School - Instruction				
11 422-100-1XX Salaries	23,535.00	23,535.00	.00	.00
Total	23,535.00	23,535.00	.00	.00
Other Instructional programs - Instruction				
Total Distributed Expenditures	2,860,814.00	1,249,259.24	1,528,188.56	83,366.20

REPORT OF THE SECRETARY  
TO THE BOARD OF EDUCATION  
BRADLEY BEACH BOARD OF ED  
FUND 10  
STATEMENT OF APPROPRIATIONS

COMPARED WITH EXPENDITURES AND ENCUMBERANCES  
12/31/19

		Appropriations	Expenditures	Encumbrances	Available Balance
<b>UNDISTRIBUTED EXPENDITURES</b>					
<b>Instruction</b>					
11-000-100-561	Tuition LEAs w/i state - reg.	1,245,345.00	426,128.45	818,105.00	1,111.55
11-000-100-562	Tuition LEAs w/i state - spec.	348,551.00	103,038.91	242,188.77	3,323.32
11-000-100-563	Tuition to co.voc.sch. dist-reg.	40,590.00	14,161.50	26,428.50	.00
11-000-100-564	Tuition to co voc schl dist-spec and regional day schools	40,075.00	10,305.00	29,770.00	.00
11-000-100-566	Tuit-priv.sch.handi.w/i state	305,870.00	134,228.20	169,120.80	2,521.00
	<b>Total</b>	<b>1,980,431.00</b>	<b>687,862.06</b>	<b>1,285,613.07</b>	<b>6,955.87</b>
<b>Attendance and social work services</b>					
11-000-211-1XX	Salaries	60,742.00	30,370.92	30,370.92	.16
11-000-211-2XX	Allocated Benefits	25,964.00	10,472.76	14,888.72	602.52
11-000-211-6XX	Supplies and materials	400.00	335.37	.00	64.63
	<b>Total</b>	<b>87,106.00</b>	<b>41,179.05</b>	<b>45,259.64</b>	<b>667.31</b>
<b>Health services</b>					
11-000-213-1XX	Salaries	71,284.00	28,950.00	40,365.00	1,969.00
11-000-213-2XX	Allocated Benefits	27,872.00	14,727.64	13,144.36	.00
11-000-213-3XX	Purchased prof.& tech. services	3,900.00	378.00	1,462.00	2,060.00
11-000-213-6XX	Supplies and materials	2,700.00	2,662.77	.00	37.23
11-000-213-8XX	Other objects	100.00	85.00	.00	15.00
	<b>Total</b>	<b>105,856.00</b>	<b>46,803.41</b>	<b>54,971.36</b>	<b>4,081.23</b>
<b>Undist. Expend. Other Supp. Serv.</b>					
<b>Students - Related Services:</b>					
11-000-216-100	Salaries	54,860.00	21,944.00	32,916.00	.00
11-000-216-2XX	Allocated Benefits	32,018.00	16,856.11	15,107.89	54.00
11-000-216-320	Purchased prof.- ed. services	33,250.00	12,750.00	20,463.75	36.25
11-000-216-6XX	Supplies and materials	500.00	323.51	.00	176.49
	<b>Total</b>	<b>120,628.00</b>	<b>51,873.62</b>	<b>68,487.64</b>	<b>266.74</b>
<b>Undist. Expend. Other Supp. Serv.</b>					
<b>Students - Extraordinary Services:</b>					
11-000-217-100	Salaries	100,993.00	43,929.94	57,062.56	.50
11-000-217-2XX	Allocated Benefits	48,328.00	20,766.15	27,561.85	.00
	<b>Total</b>	<b>149,321.00</b>	<b>64,696.09</b>	<b>84,624.41</b>	<b>.50</b>
<b>Other supp.serv.-</b>					
<b>students - regular</b>					
11-000-218-104	Salaries of other prof. staff	43,008.00	17,203.20	25,804.80	.00
11-000-218-2XX	Allocated Benefits	9,837.00	4,146.20	5,690.80	.00
11-000-218-6XX	Supplies and materials	200.00	197.16	.00	2.84
	<b>Total</b>	<b>53,045.00</b>	<b>21,546.56</b>	<b>31,495.60</b>	<b>2.84</b>

REPORT OF THE SECRETARY  
TO THE BOARD OF EDUCATION  
BRADLEY BEACH BOARD OF ED  
FUND 10  
STATEMENT OF APPROPRIATIONS

COMPARED WITH EXPENDITURES AND ENCUMBERANCES  
12/31/19

	Appropriations	Expenditures	Encumbrances	Available Balance	
Other supp. serv.-					
students - special services					
11-000-219-104	Salaries of other prof. staff	187,239.00	86,079.60	100,979.40	180.00
11-000-219-2XX	Allocated Benefits	26,757.00	17,914.01	8,284.99	558.00
11-000-219-320	Purchased prof.- ed. services	1,000.00	360.00	360.00	280.00
11-000-219-6XX	Supplies and materials	4,279.00	2,408.39	746.65	1,123.96
11-000-219-8XX	Other objects	1,850.00	1,406.00	371.33	72.67
	Total	221,125.00	108,168.00	110,742.37	2,214.63
Improvement of Instruction services					
other support serv.-Instr.staff					
11-000-221-102	Salaries of supervisors of instr	90,950.00	46,724.96	44,224.96	.08
11-000-221-104	Salaries of oth profess. staff	3,200.00	2,694.15	.00	505.85
11-000-221-105	Salaries of secr & cler. assts.	29,439.00	14,219.52	14,219.52	999.96
11-000-221-2XX	Allocated Benefits	2,421.00	.00	2,421.00	.00
11-000-221-6XX	Supplies and materials	1,000.00	367.63	616.55	15.82
11-000-221-8XX	Other objects	800.00	375.00	.00	425.00
	Total	127,810.00	64,381.26	61,482.03	1,946.71
Educational media serv/sch. library					
Instructional Staff Training Services:					
11-000-223-320	Purchased prof.- ed. services	3,000.00	1,050.00	.00	1,950.00
11-000-223-5XX	Other purchased services	9,000.00	1,885.00	.00	7,115.00
	Total	12,000.00	2,935.00	.00	9,065.00
Support services - general administration					
11-000-230-1XX	Salaries	179,928.00	89,942.76	89,943.00	42.24
11-000-230-331	Legal services	7,944.00	455.00	.00	7,489.00
11-000-230-332	Audit Fees	22,660.00	22,200.00	.00	460.00
11-000-230-334	Architectural/Engineering Svcs.	13,161.67	1,161.67	8,000.00	4,000.00
11-000-230-339	Other purchased prof. services	16,542.00	11,047.50	.00	5,494.50
11-000-230-530	Communications/telephone	10,020.00	1,673.25	1,169.43	7,177.32
11-000-230-585	BOE Other Purch Svcs(ex Tvl)	5,600.00	2,462.82	.00	3,137.18
11-000-230-590	Other purchased services	4,500.00	2,857.00	.00	1,643.00
11-000-230-6XX	Supplies and materials	8,500.00	4,816.93	.00	3,683.07
11-000-230-890	Miscellaneous expenditures	7,000.00	2,632.68	371.28	3,996.04
11-000-230-895	BOE Memberships,Dues,&Fees	3,800.00	3,701.20	.00	98.80
	Total	279,655.67	142,950.81	99,483.71	37,221.15

REPORT OF THE SECRETARY  
TO THE BOARD OF EDUCATION  
BRADLEY BEACH BOARD OF ED  
FUND 10  
STATEMENT OF APPROPRIATIONS

COMPARED WITH EXPENDITURES AND ENCUMBERANCES  
12/31/19

	Appropriations	Expenditures	Encumbrances	Available Balance	
<b>Support services- school admin</b>					
11-000-240-103	Salaries of principals/asst.prin	8,050.00	4,025.04	4,024.96	.00
11-000-240-6XX	Supplies and materials	200.00	108.99	.00	91.01
11-000-240-8XX	Other objects	1,200.00	.00	.00	1,200.00
	Total	9,450.00	4,134.03	4,024.96	1,291.01
<b>Support Services-Central Services</b>					
11-000-251-1XX	Salaries	155,233.00	79,308.47	74,191.53	1,733.00
11-000-251-330	Purchased prof services	300.00	.00	.00	300.00
11-000-251-340	Purchased tech services	13,050.00	5,502.00	5,352.00	2,196.00
11-000-251-600	Supplies And Materials	4,466.00	794.07	496.00	3,175.93
11-000-251-890	Misc Expenditures	4,000.00	1,646.69	371.29	1,982.02
	Total	177,049.00	87,251.23	80,410.82	9,386.95
<b>Support Services-Admin Info Tech</b>					
11-000-252-1XX	Salaries	22,660.00	11,329.92	11,330.08	.00
11-000-252-600	Supplies And Materials	4,500.00	3,429.83	213.49	856.68
	Total	27,160.00	14,759.75	11,543.57	856.68
<b>Required Maintenance for School Facilities</b>					
11-000-261-100	Salaries	17,639.00	8,819.52	8,819.48	.00
11-000-261-420	Cleaning, repair & Maint Serv	328,675.00	301,996.30	14,335.94	12,342.76
11-000-261-610	General Supplies	19,100.00	12,677.65	90.22	6,332.13
11-000-261-800	Other Objects	19,850.00	19,164.83	665.00	20.17
	Total	385,264.00	342,658.30	23,910.64	18,695.06
<b>Other Oper. &amp; Maint. of Plant Services</b>					
11-000-262-1XX	Salaries	207,908.00	98,688.72	109,219.28	.00
11-000-262-2XX	Allocated Benefits	121,598.00	71,584.14	43,730.06	6,283.80
11-000-262-300	Purchased Prof & Tech Services	8,750.00	5,989.00	2,750.00	11.00
11-000-262-490	Other Purchased Property Srvcs	6,500.00	1,737.54	2,762.46	2,000.00
11-000-262-520	Insurance	53,687.00	53,684.83	.00	2.17
11-000-262-610	General Supplies	13,000.00	10,824.51	351.76	1,823.73
11-000-262-621	Energy - Natural Gas	38,500.00	4,414.19	34,085.81	.00
11-000-262-622	Energy - Electricity	45,000.00	17,734.75	26,177.97	1,087.28
	Total	494,943.00	264,657.68	219,077.34	11,207.98



REPORT OF THE SECRETARY  
 TO THE BOARD OF EDUCATION  
 BRADLEY BEACH BOARD OF ED  
 FUND 10  
 STATEMENT OF APPROPRIATIONS  
 COMPARED WITH EXPENDITURES AND ENCUMBERANCES  
 12/31/19

	Appropriations	Expenditures	Encumbrances	Available Balance	
<b>Care and Upkeep of Grounds</b>					
<b>Security</b>					
11-000-266-420	Cleaning, repair & Maint Serv	8,777.98	4,500.00	4,277.98	.00
11-000-266-610	General Supplies	3,500.00	.00	.00	3,500.00
	<b>Total</b>	<b>12,277.98</b>	<b>4,500.00</b>	<b>4,277.98</b>	<b>3,500.00</b>
<b>Student transportation serv</b>					
11-000-270-160	Salaries (btw. home & school reg	31,844.00	15,933.96	15,910.04	.00
11-000-270-503	Contra. serv. (aid in lieu non	3,000.00	.00	.00	3,000.00
11-000-270-512	Con. Serv. (oth than home & sch)	100.00	.00	.00	100.00
11-000-270-513	Contr Serv Btwn Hm/School	47,956.00	.00	.00	47,956.00
11-000-270-515	Contr Servs (Specd Ed Joint)	15,000.00	.00	.00	15,000.00
11-000-270-517	Contr Serv/Reg Stu. ESC's	15,000.00	4,748.05	7,022.15	3,229.80
11-000-270-518	Contr Serv/Spl Ed Stu. ESC's	108,675.00	20,739.94	72,185.75	15,749.31
	<b>Total</b>	<b>221,575.00</b>	<b>41,421.95</b>	<b>95,117.94</b>	<b>85,035.11</b>



REPORT OF THE SECRETARY  
TO THE BOARD OF EDUCATION  
BRADLEY BEACH BOARD OF ED  
FUND 10  
STATEMENT OF APPROPRIATIONS

COMPARED WITH EXPENDITURES AND ENCUMBERANCES  
12/31/19

	Appropriations	Expenditures	Encumbrances	Available Balance
Business & other supp. serv.				
Unallocated Benefits:				
11-000-291-220      Soc. security contrib.	31,493.00	31,168.97	324.03	.00
11-000-291-241      Other retirement contrib - reg	70,511.00	4,689.66	65,509.34	312.00
11-000-291-250      Unemployment compensation	2,000.00	.00	.00	2,000.00
11-000-291-260      Workmen's Compensation	6,300.00	6,300.00	.00	.00
11-000-291-270      Health Benefits	70,428.00	26,490.82	35,869.18	8,068.00
11-000-291-280      Tuition Reimbursement	9,000.00	7,200.00	.00	1,800.00
11-000-291-290      Other Employee Benefits	5,000.00	.00	.00	5,000.00
TotalL	194,732.00	75,849.45	101,702.55	17,180.00
Food services				
11-000-500-56X      Transfr of Fnds to Chrtr Schls	55,880.00	.00	55,880.00	.00
Total undistributed expenditures	4,715,308.65	2,067,628.25	2,438,105.63	209,574.77
Total general current expense expenditures	7,576,122.65	3,316,887.49	3,966,294.19	292,940.97
Total general current expense expenditures and transfers	7,576,122.65	3,316,887.49	3,966,294.19	292,940.97



REPORT OF THE SECRETARY  
 TO THE BOARD OF EDUCATION  
 BRADLEY BEACH BOARD OF ED  
 FUND 10  
 STATEMENT OF APPROPRIATIONS  
 COMPARED WITH EXPENDITURES AND ENCUMBERANCES  
 12/31/19

	Appropriations	Expenditures	Encumbrances	Available Balance
CAPITAL OUTLAY				
EQUIPMENT:				
Reg. programs - instruction:				
Special education - instruction:				



REPORT OF THE SECRETARY  
 TO THE BOARD OF EDUCATION  
 BRADLEY BEACH BOARD OF ED  
 FUND 10  
 STATEMENT OF APPROPRIATIONS

COMPARED WITH EXPENDITURES AND ENCUMBERANCES  
 12/31/19

	Appropriations	Expenditures	Encumbrances	Available Balance
Undistributed expenditures:				
Undistr expend.-student transp.:				
12-XXX-X00-730				
Special schools (all programs)				
FACILITIES ACQ. AND CONSTR. SERV.				
12-000-4XX-8XX	21,662.00	10,831.00	10,831.00	.00
Other objects				
Total	21,662.00	10,831.00	10,831.00	.00
Total capital outlay expenditures	21,662.00	10,831.00	10,831.00	.00



REPORT OF THE SECRETARY  
 TO THE BOARD OF EDUCATION  
 BRADLEY BEACH BOARD OF ED  
 FUND 10  
 STATEMENT OF APPROPRIATIONS

COMPARED WITH EXPENDITURES AND ENCUMBERANCES  
 12/31/19

		Appropriations	Expenditures	Encumbrances	Available Balance
SPECIAL SCHOOLS					
Summer School - Instruction					
Summer School - support services					
Other special schools - instruction					
Other special schools - supp services					
Acc Evn Adlt HS Post Grad Instruction					
Acc Evn Adult HS Post Grd-support services					
Adult Education - local - instruction					
Adult Education - local - support services					
Vocational Evening-local Instruction					
Vocational Evening-local-Support Serv.					
Eve. Sch-Foreign Born Local Instr.					
Eve. Sch.-Foreign Born Local Supp. Serv.					
TOT FNDS 11-13	EXPENDITURES	7,597,784.65	3,327,718.49	3,977,125.19	292,940.97



REPORT OF THE SECRETARY  
 TO THE BOARD OF EDUCATION  
 BRADLEY BEACH BOARD OF ED  
 FUND 10  
 STATEMENT OF APPROPRIATIONS

COMPARED WITH EXPENDITURES AND ENCUMBERANCES  
 12/31/19

	Appropriations	Expenditures	Encumbrances	Available Balance
Fund 16				
Distributed Expenditures				
Special Ed Programs				
School Sponsd Activities				
Community Services				
Undistributed Expenditures				
Fund 17				
Distributed Expenditures				
Special Ed Programs				
School Sponsd Activities				
Community Services				
Undistributed Expenditures				
Fund 18				
Undistributed Expenditures				
Distributed Expenditures				
TOTAL FUNDS 11-18	7,597,784.65	3,327,718.49	3,977,125.19	292,940.97

I hereby certify that no line item has encumbrances or expenditures which in total exceed the line item appropriation in violation of 6:20-2A.10(a).

1/6/2020  
 Date
 

  
 Board Secretary



REPORT OF THE SECRETARY  
TO THE BOARD OF EDUCATION  
BRADLEY BEACH BOARD OF ED  
FUND 20  
STATEMENT OF APPROPRIATIONS

COMPARED WITH EXPENDITURES AND ENCUMBERANCES  
12/31/19

	Appropriations	Expenditures	Encumbrances	Available Balance
Early Childhood Program Aid-Instruct.				
Early Childhood Program Aid-Supp Serv				
Early Childhood Program Aid-Fac Acq				
Demonstrably Effective Prog Aid-Instr.				
Demonstrably Effec Prg Aid-Supp Serv				
Demonstrably Effec Prgm Aid-Fac Acq				
Distance Learn Network Aid-Supp Serv				
Distance Learn Network Aid-Fac Acq				
Instructional Supplemental Aid-Instr.				
Instructional Supplem Aid-Supp Serv.				
Targeted At Risk Aid Instruction				
Targeted At Risk Aid Supp Serv.				
Facility Acq Equipment				
Preschool Education				
20-218-100-101 Salaries of teachers	174,877.00	62,521.68	102,972.07	9,383.25
20-218-100-106 Other salaries for instruction	56,226.00	31,271.60	24,954.40	.00
20-218-100-6XX General supplies	2,000.00	.00	159.95	1,840.05
Total	233,103.00	93,793.28	128,086.42	11,223.30
Preschool Education Aid-Supp Serv.				
20-218-200-176 Salaries of Master Tchrs	4,000.00	.00	.00	4,000.00
20-218-200-200 Persl serv-empl benef.	91,572.00	47,912.34	33,343.66	10,316.00
Total	95,572.00	47,912.34	33,343.66	14,316.00
Facility Acq Equipment				
Total Preschool Aid	328,675.00	141,705.62	161,430.08	25,539.30
 TOTAL FUND 20	 328,675.00	 141,705.62	 161,430.08	 25,539.30

I hereby certify that no line item has encumbrances or expenditures which in total exceed the line item appropriation in violation of 6:20-2A.10(a).



REPORT OF THE SECRETARY  
TO THE BOARD OF EDUCATION  
BRADLEY BEACH BOARD OF ED  
FUND 20  
STATEMENT OF APPROPRIATIONS

COMPARED WITH EXPENDITURES AND ENCUMBERANCES  
12/31/19

Date	Board Secretary	Appropriations	Expenditures	Encumbrances	Available Balance
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1/6/2020

*David J. [Signature]*


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

12/31/19

PAGE 1 OF 6

FUNDS	CASH		CASH		ENDING
	CASH BALANCE	RECEIPTS THIS MONTH	DISBURSEMENTS THIS MONTH	DISBURSEMENTS THIS MONTH	CASH BALANCE(1+2-3)
GENERAL FUND--FUND 10	\$1,407,230.83	\$726,871.90	\$721,660.82		\$1,412,441.91
SPECIAL REVENUE FUND--FUND 20	(\$14,086.28)	\$32,868.00	\$54,198.57		(\$35,416.85)
CAPITAL PROJECTS FUND--FUND 30	\$0.00	\$0.00	\$0.00		\$0.00
DEBT SERVICE FUND--FUND 40	\$53,752.07	\$15,460.00	\$0.00		\$69,212.07
TOTAL GOVERNMENTAL FUNDS	\$1,446,896.62	\$775,199.90	\$775,859.39		\$1,446,237.13
ENTERPRISE FUND--FUND 5X	\$13,958.46	\$13,604.74	\$11,357.95		\$16,205.25
PAYROLL	\$8.23	\$238,198.16	\$238,198.16		\$8.23
PAYROLL AGENCY	\$103,573.72	\$188,315.17	\$169,080.91		\$122,807.98
UNEMPLOYMENT TRUST	\$17,828.30	\$0.00	\$0.00		\$17,828.30
TOTAL TRUST & AGENCY FUNDS	\$121,410.25	\$426,513.33	\$407,279.07		\$140,644.51
TOTAL ALL FUNDS	\$1,582,265.33	\$1,215,317.97	\$1,194,496.41		\$1,603,086.89

PREPARED & SUBMITTED BY

  
TREASURER OF SCHOOL MONIES

1/14/2020  
DATE



BRADLEY BEACH BOARD OF EDUCATION BANK RECONCILIATION--CASH ACCOUNT

BANK: BANK OF AMERICA

ACCOUNT #726-0100062

STATEMENT DATE: 12/31/19

\$1,485,495.03

BALANCE PER BANK				\$1,485,495.03
ADDITIONS: DEPOSITS IN TRANSIT	DATE	AMOUNT		
		\$0.00		
		\$0.00		
		\$0.00		
TOTAL DEPOSITS IN TRANSIT			\$0.00	
		AMOUNT		
DEDUCTIONS: OUTSTANDING CHECKS		\$39,257.88		
		\$0.00		
OTHER		\$0.02		
TOTAL DEDUCTIONS		\$39,257.90		
NET RECONCILING ITEMS			(\$39,257.90)	
ADJUSTED BALANCE PER BANK				\$1,446,237.13

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: 12/31/19

\$123,355.46

BALANCE PER BANK				\$123,355.46
ADDITIONS: DEPOSITS IN TRANSIT	DATE	AMOUNT		
		\$0.00		
		\$0.00		
		\$0.00		
TOTAL DEPOSITS IN TRANSIT			\$0.00	
		AMOUNT		
DEDUCTIONS: OUTSTANDING CHECKS		\$547.48		
OTHER		\$0.00		
TOTAL DEDUCTIONS		\$547.48		
NET RECONCILING ITEMS			(\$547.48)	
ADJUSTED BALANCE PER BANK				\$122,807.98

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:	12/31/19		
BALANCE PER BANK			\$2,537.18
ADDITIONS: DEPOSITS IN TRANSIT	DATE	AMOUNT	
		\$0.00	
		\$0.00	
		\$0.00	
TOTAL DEPOSITS IN TRANSIT		\$0.00	
		AMOUNT	
DEDUCTIONS: OUTSTANDING CHECKS		\$2,528.95	
OTHER		\$0.00	
TOTAL DEDUCTIONS		\$2,528.95	
NET RECONCILING ITEMS		(\$2,528.95)	
ADJUSTED BALANCE PER BANK			\$8.23

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:	12/31/19		
BALANCE PER BANK			\$17,828.30
ADDITIONS: DEPOSITS IN TRANSIT	DATE	AMOUNT	
		\$0.00	
		\$0.00	
		\$0.00	
TOTAL DEPOSITS IN TRANSIT		\$0.00	
		AMOUNT	
DEDUCTIONS: OUTSTANDING CHECKS		\$0.00	
OTHER		\$0.00	
TOTAL DEDUCTIONS		\$0.00	
NET RECONCILING ITEMS		\$0.00	
ADJUSTED BALANCE PER BANK			\$17,828.30

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: 12/31/19

\$16,205.25

BALANCE PER BANK			
ADDITIONS: DEPOSITS IN TRANSIT	DATE	AMOUNT	
		\$0.00	
		\$0.00	
		\$0.00	
TOTAL DEPOSITS IN TRANSIT		\$0.00	
		AMOUNT	
DEDUCTIONS: OUTSTANDING CHECKS		\$0.00	
		\$0.00	
OTHER		\$0.00	
TOTAL DEDUCTIONS		\$0.00	

NET RECONCILING ITEMS		\$0.00	
ADJUSTED BALANCE PER BANK			\$16,205.25

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 \_\_\_\_\_

OUTSTANDING CHECKS AS OF 12/31/19  
SALARY CASH ACCOUNT #726-0100089

CHECK #	AMOUNT	CHECK #	AMOUNT
26477	\$973.47		
28581	\$302.55		
30002	\$433.21		
30879	\$407.21		
31827	\$136.98		
34543	\$275.53		

GRAND TOTAL, SALARY ACCOUNT

\$2,528.95

OUTSTANDING CHECKS AS OF 12/31/19  
CASH ACCOUNT #726-0100062

CHECK #	AMOUNT	CHECK #	AMOUNT
18477	\$720.00		
18823	\$4,500.00		
18841	\$395.53		
18851	\$188.10		
18894	\$80.00		
18906	\$3,008.40		
18915	\$195.00		
18946	\$4,292.50		
18956	\$761.00		
18957	\$216.50		
18963	\$50.00		
18966	\$149.00		
18968	\$4,707.80		
18969	\$15,000.00		
18976	\$195.00		
18991	\$266.08		
18994	\$578.52		
19001	\$594.45		
19005	\$2,210.00		
19006	\$1,150.00		

OUTSTANDING CHECKS AS OF 12/31/19  
PAYROLL/AGENCY ACCOUNT # 0072-6010-2200

CHECK #	AMOUNT	CHECK #	AMOUNT
7080	\$466.22		
7111	\$81.26		

BRADLEY BEACH BOARD OF ED  
2019 - 2020

CURRENT PAYMENT REGISTER BY CHECK

DATE RANGE: 12/18/19 thru 01/21/20

RUN: 01/16/20  
12:11:4

VENDOR NAME	VEND CODE	PAYMENT	GAAP ACCOUNT	DESCRIPTION	P.O.	P/F	TYPE
CHECK 11620 dated 01/16/20 Manual BRADLEY BEACH BOARD OF EDUC BRAD01 CHECK TOTAL		65,490.00 65,490.00	11-000-291-241.00 -	Veterens & PERS	20-000287	F	MV
CHECK 19014 dated 12/18/19 Erik James Montgomery CHECK TOTAL	ERIK	525.00 525.00	11-190-100-500.00 -	Oth purch serv	20-000365	P	OV
CHECK 19015 dated 01/21/20 A.A. PHYSICAL THERAPY SERVICES 2006 CHECK TOTAL		255.00 255.00	20-250-200-320.00 -	Prof Ed Service	20-000298	P	OV
CHECK 19016 dated 01/21/20 AFFORDABLE PUMPING SERVICE I AFFORD CHECK TOTAL		175.00 175.00	11-000-261-420.00 -	Maintenance	20-000216	P	OV
CHECK 19017 dated 01/21/20 ALLIANCE COMMERCIAL PEST 90060 CHECK TOTAL		70.00 70.00	11-000-261-420.00 -	Maintenance	20-000038	P	OV
CHECK 19018 dated 01/21/20 ALLIED FIRE & SAFETY EQUIP. CO 88 CHECK TOTAL		243.00 243.00	11-000-261-420.00 -	Maintenance	20-000406	F	OV
CHECK 19019 dated 01/21/20 AMAZON.COM AMAZON		23.99 107.03 19.24 139.36 289.62	11-190-100-610.00 - 11-000-219-600.00 - 11-190-100-610.00 - 11-000-261-610.00 -	Supplies Suppl. CST Supplies Gen supplies	20-000168 20-000403 20-000404 20-000415	F F F F	OV OV OV OV
CHECK 19020 dated 01/21/20 AMERIFLEX CHECK TOTAL	AMERFL	50.00 50.00	11-000-251-340.00 -	Purch tech serv	20-000185	P	OV
CHECK 19021 dated 01/21/20 Aristotec LLC. CHECK TOTAL	ARIS	585.00 585.00	11-000-261-420.00 -	Maintenance	20-000391	F	OV

BRADLEY BEACH BOARD OF ED  
2019 - 2020

CURRENT PAYMENT REGISTER BY CHECK  
DATE RANGE: 12/18/19 thru 01/21/20

RUN: 01/16/20  
12:11:4

VENDOR NAME	VEND CODE	PAYMENT	GAAP ACCOUNT	DESCRIPTION	P.O.	P/F	TYPE
CHECK 19022 dated 01/21/20 Atlantic Restaurant Repair	AT	185.00	11-000-261-420.00 -	Maintenance	20-000401	F	OV
CHECK TOTAL		185.00					
CHECK 19023 dated 01/21/20 Atlantic Tomorrows Office	ATLA	676.05	11-190-100-800.00-CP-	Copier/Telep	20-000397	F	OV
CHECK TOTAL		676.05					
CHECK 19024 dated 01/21/20 BRADLEY BEACH BOE	429	9.35	11-190-100-800.00 -	Other objects	20-000423	F	OV
CHECK TOTAL		9.35					
CHECK 19025 dated 01/21/20 BRADLEY BEACH SCHOOL	1886	2,166.20	12-000-400-836.00 -	Assmt Debt Svc	20-000320	P	OV
CHECK TOTAL		2,166.20					
CHECK 19026 dated 01/21/20 Bureau of Education & Research	619	279.00	20-270-200-580.00 -	Travel	20-000341	F	OV
CHECK TOTAL		279.00			20-000342	F	OV
CHECK 19027 dated 01/21/20 CENTRAL BOILER	1017	558.00					
CHECK TOTAL		558.00					
CHECK 19028 dated 01/21/20 College Achieve Greater	COL	220.00	11-000-261-420.00 -	Maintenance	20-000407	F	OV
CHECK TOTAL		300.00			20-000424	F	OV
CHECK 19029 dated 01/21/20 DELISA DEMOLITION AND DISPOSA	DELISA	520.00					
CHECK TOTAL		520.00					
CHECK 19030 dated 01/21/20 e2e Exchange,LLC	E2E	12,866.50	11-000-500-561.00 -	To Charter Sch	20-000354	P	OV
CHECK TOTAL		12,866.50					
CHECK 19031 dated 01/21/20 EDUCATORS EDGE CONSULTING	EDUCA	450.11	11-000-261-420.00 -	Maintenance	20-000032	P	OV
CHECK TOTAL		450.11					
CHECK 19030 dated 01/21/20 e2e Exchange,LLC	E2E	665.00	11-000-261-800.00 -	Other objects	20-000033	F	OV
CHECK TOTAL		665.00					
CHECK 19031 dated 01/21/20 EDUCATORS EDGE CONSULTING	EDUCA	1,300.00	20-280-200-320.00 -	Pur prof serv	20-000359	P	OV
CHECK TOTAL		1,300.00					

BRADLEY BEACH BOARD OF ED  
2019 - 2020

CURRENT PAYMENT REGISTER BY CHECK

RUN: 01/16/20  
12:11:4

DATE RANGE: 12/18/19 thru 01/21/20

VENDOR NAME	VEND CODE	PAYMENT	GAAP ACCOUNT	DESCRIPTION	P.O.	P/F	TYPE
CHECK 19032 dated 01/21/20 Erik James Montgomery	ERIK	175.00	11-190-100-500.00- -	Oth purch serv	20-000365	F	OV
CHECK TOTAL		175.00					
CHECK 19033 dated 01/21/20 GEORGE KOUSTAS PAINTING	KOUSTA	2,890.00	11-000-261-420.00- -	Maintenance	20-000208	F	OV
CHECK TOTAL		2,890.00					
CHECK 19034 dated 01/21/20 GLOBAL COMPLIANCE NETWORK, I GCN		1,400.00	11-000-252-600.00- -	Supplies	20-000409	F	OV
CHECK TOTAL		1,400.00					
CHECK 19035 dated 01/21/20 GOPHER	287	70.14	11-190-100-610.00- -	Supplies	20-000399	F	OV
CHECK TOTAL		70.14					
CHECK 19036 dated 01/21/20 HARBOR SCHOOLS	2028	10,120.32	11-000-100-566.00- -	Tuit-priv hc wi	20-000236	P	OV
CHECK TOTAL		2,521.00	11-000-100-566.00- -	Tuit-priv hc wi	20-000236	P	OV
CHECK TOTAL		12,641.32					
CHECK 19037 dated 01/21/20 HOLMAN FRENIA ALLISON, P.C.	HOLMAN	2,200.00	11-000-230-332.00- -	Audit Fees	20-000336	F	OV
CHECK TOTAL		2,200.00					
CHECK 19038 dated 01/21/20 HONEYWELL INTERNATIONAL INC	HONEYW	993.00	11-000-230-550.00- -	Ot purch serv	20-000410	F	OV
CHECK TOTAL		993.00					





BRADLEY BEACH BOARD OF ED  
2019 - 2020

**CURRENT PAYMENT REGISTER BY CHECK**

RUN: 01/16/20  
12:11:4

DATE RANGE: 12/18/19 thru 01/21/20

VENDOR NAME	VEND CODE	PAYMENT	GAAP ACCOUNT	DESCRIPTION	P.O.	P/F	TYPE
CHECK 19039 dated 01/21/20							
HORIZON BLUE CROSS BLUE SHIE	HORIZO	2,099.48	11-000-211-270.00-	Health Benefits	20-000019	P	OV
		2,968.14	11-000-213-270.00-	Health Benefits	20-000019	P	OV
		2,968.14	11-000-216-270.00-	Health Benefits	20-000019	P	OV
		4,198.96	11-000-217-270.00-	Health Benefits	20-000019	P	OV
		1,049.74	11-000-218-270.00-	Health Benefits	20-000019	P	OV
		4,017.88	11-000-219-270.00-	Health Benefits	20-000019	P	OV
		6,117.36	11-000-262-270.00-	Health Benefits	20-000019	P	OV
		5,191.69	11-000-291-270.00-	Health Benefits	20-000019	P	OV
		1,049.74	11-110-100-270.00-	Health Benefits	20-000019	P	OV
		28,883.33	11-120-100-270.00-	Health Benefits	20-000019	P	OV
		17,116.15	11-130-100-270.00-	Health Benefits	20-000019	P	OV
		2,099.74	11-240-100-270.00-	Health Benefits	20-000019	P	OV
		6,986.02	20-218-200-200.00-EX-	Employee benef.	20-000019	P	OV
		84,746.37					
CHECK TOTAL							
CHECK 19040 dated 01/21/20							
HORIZON BLUE CROSS/BLUE SHIE	DENTAL	105.97	11-000-211-270.00-	Health Benefits	20-000020	P	OV
		148.33	11-000-213-270.00-	Health Benefits	20-000020	P	OV
		148.33	11-000-216-270.00-	Health Benefits	20-000020	P	OV
		211.88	11-000-217-270.00-	Health Benefits	20-000020	P	OV
		52.97	11-000-218-270.00-	Health Benefits	20-000020	P	OV
		201.30	11-000-219-270.00-	Health Benefits	20-000020	P	OV
		307.24	11-000-262-270.00-	Health Benefits	20-000020	P	OV
		296.66	11-000-291-270.00-	Health Benefits	20-000020	P	OV
		52.97	11-110-100-270.00-	Health Benefits	20-000020	P	OV
		1,673.95	11-120-100-270.00-	Health Benefits	20-000020	P	OV
		932.34	11-130-100-270.00-	Health Benefits	20-000020	P	OV
		105.94	11-240-100-270.00-	Health Benefits	20-000020	P	OV
		349.63	20-218-200-200.00-EX-	Employee benef.	20-000020	P	OV
		4,587.51					
CHECK TOTAL							
CHECK 19041 dated 01/21/20							
INTELLIGENT BUSINESS SYSTEMS	182	842.00	11-000-251-340.00-	Purch tech serv	20-000034	P	OV
CHECK TOTAL		842.00					



BRADLEY BEACH BOARD OF ED  
2019 - 2020

CURRENT PAYMENT REGISTER BY CHECK  
DATE RANGE: 12/18/19 thru 01/21/20

RUN: 01/16/20  
12:11:4

VENDOR NAME	VEND CODE	PAYMENT	GAAP ACCOUNT	DESCRIPTION	P.O.	P/F	TYPE
CHECK 19042 dated 01/21/20 JENNIFER DIZEFALO	JENNIF	1,500.00 1,500.00	20-270-200-320.00 -	Pur prof serv	20-000417	F	OV
CHECK TOTAL							
CHECK 19043 dated 01/21/20 Jersey Central Power & Light	3021	3,293.78 3,293.78	11-000-262-622.00 -	Energy Elec	20-000190	P	OV
CHECK TOTAL							
CHECK 19044 dated 01/21/20 JM THERAPY	JM	1,312.50 1,312.50	20-250-200-320.00 -	Prof Ed Service	20-000299	P	OV
CHECK TOTAL							
CHECK 19045 dated 01/21/20 Jones School Supply Co.Inc.	503	262.50 262.50	11-000-230-610.00 -	General Suppl	20-000395	F	OV
CHECK TOTAL							
CHECK 19046 dated 01/21/20 KAPLAN EARLY LEARNING COMPAN	1347	116.16 116.16	20-218-100-610.00 -	Gen supplies	20-000389	F	OV
CHECK TOTAL							
CHECK 19047 dated 01/21/20 KENNEY, GROSS, KOVATS & PART	000002	2,242.50 2,242.50	11-000-230-331.00 -	Legal Services	20-000414	F	OV
CHECK TOTAL							
CHECK 19048 dated 01/21/20 M-OESC	1085	1,567.59 4,456.22 6,023.81	11-000-270-517.00 - 11-000-270-518.00 -	Con Srv Reg ESC Con Sv SE ESC's	20-000355 20-000355	P P	OV OV
CHECK TOTAL							
CHECK 19049 dated 01/21/20 MacConnell Consulting,LLC	MACCON	175.00 175.00	20-270-200-580.00 -	Travel	20-000372	F	OV
CHECK TOTAL							
CHECK 19050 dated 01/21/20 MONMOUTH COUNTY VOCATIONAL	1296	4,720.50 3,435.00 8,155.50	11-000-100-563.00 - 11-000-100-564.00 -	Tuition Voc Reg Tuition Voc Spc	20-000253 20-000253	P P	OV OV
CHECK TOTAL							
CHECK 19051 dated 01/21/20 Morgan Maclearie	MORGAN	3,000.00 3,000.00	11-000-223-580.00 -	Travel	20-000432	F	OV
CHECK TOTAL							

BRADLEY BEACH BOARD OF ED  
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VENDOR NAME	VEND CODE	PAYMENT	GAAP ACCOUNT	DESCRIPTION	P.O.	P/F	TYPE
CHECK 19052 dated 01/21/20							
MUNICIPAL CAPITAL FINANCE	MCF	154.23	11-190-100-800.00-CP-	Copier/Telep	20-000030	P	OV
CHECK TOTAL		154.23	11-190-100-800.00-CP-	Copier/Telep	20-000030	P	OV
CHECK TOTAL		308.46					
CHECK 19053 dated 01/21/20							
NEPTUNE TWP. BOARD OF ED	1261	67,219.19	11-000-100-561.00- -	Tuition LEA Reg	20-000252	P	OV
CHECK TOTAL		29,285.10	11-000-100-562.00- -	Tuition LEA Spc	20-000252	P	OV
CHECK TOTAL		96,504.29					
CHECK 19054 dated 01/21/20							
NEW JERSEY AMERICAN WATER	1206	351.87	11-000-262-430.01- -	Water	20-000188	P	OV
CHECK TOTAL		351.87					
CHECK 19055 dated 01/21/20							
NEW JERSEY NATURAL GAS	NJNG	3,468.88	11-000-262-621.00- -	Energy Nat Gas	20-000191	P	OV
CHECK TOTAL		3,468.88					
CHECK 19056 dated 01/21/20							
NJASP	NJASP	180.00	20-270-200-580.00- -	Travel	20-000306	F	OV
CHECK TOTAL		180.00					
CHECK 19057 dated 01/21/20							
Northbrook	352	51.41	11-000-219-800.00- -	Other objects	20-000186	P	OV
CHECK TOTAL		51.42	11-000-230-890.00- -	Misc expend	20-000186	P	OV
CHECK TOTAL		51.42	11-000-251-890.00- -	Misc expend	20-000186	P	OV
CHECK TOTAL		154.25					
CHECK 19058 dated 01/21/20							
PESI	PESI	439.98	20-270-200-580.00- -	Travel	20-000334	F	OV
CHECK TOTAL		439.98					
CHECK 19059 dated 01/21/20							
Pitney Bowes Global Financial	P	287.91	11-000-230-530.00- -	Telephone	20-000014	P	OV
CHECK TOTAL		287.91					
CHECK 19060 dated 01/21/20							
PITNEY BOWES, INC.	46	169.98	11-000-252-600.00- -	Supplies	20-000324	F	OV
CHECK TOTAL		500.00	11-000-230-530.00- -	Telephone	20-000433	F	OV
CHECK TOTAL		669.98					

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VENDOR NAME	VEND CODE	PAYMENT	GAAP ACCOUNT	DESCRIPTION	P.O.	P/F	TYPE
CHECK 19061 dated 01/21/20 POWER TO LEARN	POWER	99.89	11-000-230-530.01- -	Internet Access	20-000079	P	OV
CHECK TOTAL		99.89					
CHECK 19062 dated 01/21/20 Project Enterprise NJ	PROJEC	707.08	11-000-100-566.00- -	Tuit-priv hc wi	20-000300	P	OV
CHECK TOTAL		707.08					
CHECK 19063 dated 01/21/20 RED BANK REGIONAL HIGH SCHOO	1196	42,840.00	11-000-100-561.00- -	Tuition LEA Reg	20-000237	P	OV
CHECK TOTAL		42,840.00					
CHECK 19064 dated 01/21/20 Riverside Assessments,LLC.	RI	598.55	11-000-219-600.00- -	Suppl. CST	20-000376	F	OV
CHECK TOTAL		598.55					
CHECK 19065 dated 01/21/20 RUGBY SCHOOL	1114	8,216.25	11-000-100-566.00- -	Tuit-priv hc wi	20-000357	P	OV
CHECK TOTAL		8,216.25					
CHECK 19066 dated 01/21/20 SCHOOL SPECIALTY	69	56.00	11-190-100-610.11-AR-	Art Supplies	20-000412	F	OV
CHECK TOTAL		56.00					
CHECK 19067 dated 01/21/20 SCHOOL SPECIALTY EDU ESSENTI	EDU ES	36.02	11-190-100-610.00-03-	3rd Grade Suppl	20-000400	F	OV
CHECK TOTAL		36.02					
CHECK 19068 dated 01/21/20 SCOLES SYSTEM	1098	315.76	11-000-262-610.00- -	Supplies	20-000384	F	OV
CHECK TOTAL		315.76					
CHECK 19069 dated 01/21/20 SkyTouch Solutions,LLC.	SK	264.25	11-000-266-420.00- -	Sec. Maint.	20-000431	F	OV
CHECK TOTAL		264.25					



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VENDOR NAME	19070	dated	01/21/20	VEND CODE	PAYMENT	GAAP ACCOUNT	DESCRIPTION	P.O.	P/F	TYPE
CHECK STAPLESLINK	19070	dated	01/21/20	STAPLE	143.41	11-190-100-610.13-WL-	WL Supplies	20-000369	F	OV
					173.44	11-190-100-610.00- -	Supplies	20-000390	F	OV
					1,639.60	11-190-100-610.00-CP-	Copy Duplicator	20-000392	F	OV
					143.08	11-000-252-600.00- -	Supplies	20-000408	F	OV
					143.08	11-000-252-600.00- -	Supplies	20-000434	F	OV
				CHECK TOTAL	2,242.61					
CHECK Synergy Rehab LLC.	19071	dated	01/21/20	SYN	1,827.50	11-000-216-320.00- -	Pur Pr-Ed Serv	20-000255	P	OV
				CHECK TOTAL	1,827.50					
CHECK TEACHER DIRECT	19072	dated	01/21/20	TEDIRE	516.53	11-190-100-610.00-KD-	KDG Supplies	20-000367	F	OV
				CHECK TOTAL	516.53					
CHECK THE CHILDREN'S HEALTH MARKET	19073	dated	01/21/20	CHM001	264.60	11-190-100-610.00- -	Supplies	20-000118	F	OV
				CHECK TOTAL	264.60					
CHECK THE SHORE CENTER FOR STUDENT	19074	dated	01/21/20	BAYSHO	5,200.00	11-000-100-566.00- -	Tuit-priv hc wi	20-000301	P	OV
				CHECK TOTAL	5,200.00					
CHECK UGI ENERGY SERVICES, LLC	19075	dated	01/21/20	UGI	2,065.25	11-000-262-621.00- -	Energy Nat Gas	20-000187	P	OV
				CHECK TOTAL	2,065.25					
CHECK US GAMES	19076	dated	01/21/20	US GAM	711.16	11-190-100-610.00- -	Supplies	20-000374	F	OV
				CHECK TOTAL	711.16					
CHECK VERIZON	19077	dated	01/21/20	VER	76.02	11-000-262-622.00- -	Energy Elec	20-000189	P	OV
				CHECK TOTAL	76.02					
CHECK WEIGHTS AND MEASURES FUND	19078	dated	01/21/20	191	25.00	11-000-213-800.00- -	Other objects	20-000435	F	OV
				CHECK TOTAL	25.00					

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VENDOR NAME	VEND CODE	PAYMENT	GAAP ACCOUNT	DESCRIPTION	P.O.	P/F	TYPE
CHECK 19079 dated 01/21/20 XTel Communications, Inc. 530		1,898.39	11-190-100-800.00-CP-	Copier/Telep	20-000010	P	OV
		1,882.94	11-190-100-800.00-CP-	Copier/Telep	20-000010	P	OV
CHECK TOTAL		3,781.33					
CHECK 122019 dated 12/20/19 Manual BRADLEY BEACH BOE 429		11,267.04	11-899-000-420.00- -	CUR YR CAFE	20-000405	F	MV
CHECK TOTAL		11,267.04					
CHECK 123456 dated 12/20/19 Manual BANK OF AMERICA BOAMER		230.64	11-000-251-890.00- -	Misc expend	20-000413	F	MV
CHECK TOTAL		230.64					
GRAND TOTAL		412,613.02					

FUND SUMMARY

FUND	TOTAL
11 GENERAL CURRENT EXPENSES	397,274.53
12 CAPITAL OUTLAY	2,166.20
20 SPECIAL REVENUES FUNDS	13,172.29
GRAND TOTAL	412,613.02

CHECKED AS TO RECEIPT OF MATERIAL AUDITED AND APPROVED  
FOR PAYMENT FOR SERVICES RENDERED.

APPROVED FOR PAYMENT BY THE BOARD OF EDUCATION ON 1/21/20

*[Handwritten Signature]*  
1/16/20

Cafeteria Bill List				
01/21/20				
Vendor	Amount	Check #	Invoice	Purchase Order#
Maschio Food Service	12,249.62	1950	September Invoice	20-00003A
Total Bill List	12,249.62			