

BRADLEY BEACH BOARD OF EDUCATION

**515 Brinley Avenue
Bradley Beach, NJ 07720**

A G E N D A

**Regular Meeting
September 17, 2024**

Bradley Beach Mission Statement

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

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

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

- IV. Flag Salute
- V. Discussion Items
 - NJSBA Board Certification Presentation

- VI. President's Report
- VII. Student Representative's Report
- VIII. Superintendent's Report
- IX. Committee Reports
- X. Public Comments – Agenda Items Only
- XI. Executive Session (if needed)
- XII. Workshop Agenda Items
- XIII. Regular Meeting

AGENDA
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XIV. Approval of Minutes

Approval of Meeting Minutes

Resolved: That the Board approve the Minutes of:

Confidential Executive Session (Second) – June 24, 2024
Regular Meeting – August 20, 2024

MOTION: _____ SECOND: _____ VOTE: _____

XV. Regular Meeting – Superintendent

A. Personnel – The superintendent recommends:

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

1. Resolved: That the Board ratify the appointment of the following breakfast aides for the 2024/2025 school year, at a rate of \$17.50 per hour, under the supervision of Mr. Michael Heidelberg, Principal / Superintendent: [B]
 - Ms. Maria Panetta
 - Ms. Rosita Guzman (Substitute)
2. Resolved: That the Board ratify the modification in the hours and salary of Ms. Carmen Torres, attendance secretary to 5 hours a day, at a total yearly salary of \$19,550, under the supervision of Mr. Michael Heidelberg, Principal / Superintendent. [B]
3. Resolved: That the Board ratify the appointment of Ms. Jesica Santamaria and Ms. Courtney Pappas as substitute Attendance secretaries at an hourly rate of \$19.55 per hour under the supervision of Mr. Michael Heidelberg, Principal / Superintendent. [B]
4. Resolved: That the Board ratify the appointment of the following lunch aide for the 2024/2025 school year, at a rate of \$17.50 per hour, under the supervision of Mr. Michael Heidelberg, Principal / Superintendent: [B]
 - Ms. Courtney Papas
5. Resolved: That the Board approve the request for Maternity Leave by Mrs. H. Mansur, to begin on or about December 6, 2024 and end on or about April 30, 2025. (Attachment VI-A.5)
6. Resolved: That the Board approve the extended appointment of Ms. Valerie Kneis, Elementary School Maternity Leave Replacement teacher, from September 1, 2024 to on or about May1, 2025, salary guide step 5, (BA , \$61,350), per the negotiated contract agreement, replacing Ms. Goldsworthy and Ms. H. Mansur, under the supervision of Mr. Michael Heidelberg, Superintendent / Principal. [T/B]

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7. Resolved: That the Board ratify the appointment of the following substitute teachers, paraprofessionals for the 2024/2025 school year, at a rate of \$100.00 per day, under the supervision of Mr. Michael Heidelberg, Principal / Superintendent: [B]

- William J Barrett
- Diane Dimperio
- Michael Mattingly
- Daniel Zagury

8. 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	Registration Cost
Anthony LeProtto	9/24/24 1/24/25 4/9/25	Neptune Township Professional Learning Communities	Neptune Township School District	\$0
Jennifer DiZefalo	9/26/24 1/22/25 4/11/25	Neptune Township Professional Learning Communities	Neptune Township School District	\$0
Paul Mulligan	9/25/24 1/30/25 3/18/25	Neptune Township Professional Learning Communities	Neptune Township School District	\$0
Alisa Guzzi Lisa D'Amore	10/3/24 1/16/25 3/19/25	Neptune Township Professional Learning Communities	Neptune Township School District	\$0
Brittany Caputo	10/1/24 1/29/25 3/20/25	Neptune Township Professional Learning Communities	Neptune Township School District	\$0
Hilary Karpoff	10-24-24 1-30-25 4-8-25 6-9-25	MLLSEA (Multi-Lingual Learner Shore Education Association) Meetings	Locations TBD	\$0
Ashley Fox Jeanne Acerra Kirsty Sucato Courtney Hammell	10-30-24	Neptune Township Articulation	Neptune Township School District	\$0
Mr. . Heidelberg Ms. Zylinski Ms. Angeloni Ms. Whitman	9-24-24	Threat Assessment Team Training	Monmouth County Fire Academy	N/A
Ms. Fox Ms. Sauer Ms. Vitale	10-23-24	NJSBA Workshop Sustainable Jersey	Atlantic City Convention Center	Part of District Registration Costs

9. Resolved: That the Board approve the following staff member salary adjustment, effective October 1, 2024, as a result of the completion of coursework, which was completed at an accredited university. [T]

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Name	Previous Salary Level	New Salary Level
Ms. C. Hammell	Step 5, BA + 30	Step 5, MA + 30

10. Resolved: That the Board approve the shared service agreement between Belmar Board of Education and Bradley Beach Board of Education for Technology Coordinator Mentor. (Attachment XV-A.10) [T]

MOTION: _____ SECOND: _____ VOTE: _____

B. Curriculum – The superintendent recommends:

1. Resolved: The Board approve the curriculum for the courses and integrated book lists offered at the Bradley Beach School District for the 2024/2025 school year. The course list is available via the Genesis Parent Portal.
2. Resolved: That the Board approve the curriculum documents for the following courses:

Course	Grade Level
Reading	K-8
Writing	K-8
Phonics	K-2
Mathematics	K-8

3. Resolved: That the Board approve the following 2024/2025 student field trips that provide community onsite learning aligning with the New Jersey Student Learning Standards: [B]

Date	Grade	Location	Cost	Bus
4-23-25	6	Philadelphia, Pennsylvania	At a cost not to exceed \$850	Shared bus cost of \$2100
4-23-25	7	Philadelphia, Pennsylvania	At a cost not to exceed \$300	Shared bus cost of \$2100
6-10-25 6-11-25 6-12-25	8	Washington DC	At a cost not to exceed \$16975	\$7025
Date TBD	3rd and 4th Grade G&T	Allaire Farm, Culinary Institute, Fulfill	At a cost not to exceed \$1000	Included with total cost of attendance
Date TBD	4th and 5th Grade G&T	Middletown Arts Center, Info Age	At a cost not to exceed \$1200	Included with total cost of attendance
Date TBD	5th and 6th Grade G&T	Middletown Arts Center, Buehler Challenger and Science Center	At a cost not to exceed \$1200	Included with total cost of attendance

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Date TBD	7th and 8th Grade G&T	Monmouth University	At a cost not to exceed \$1050	Included with total cost of attendance
10-16-24	Pre-K	Allaire Community Farm	\$432	At a cost not to exceed \$500

MOTION: _____ SECOND: _____ VOTE: _____

C. Policy – The superintendent recommends:

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

Policy/Regulation Number	Policy/Regulation Title
P 0141.1	Board Member Number and Term – Sending District (Revised)
P 0164.6	Remote Public Board Meetings During a Declared Emergency (M) (Abolished)
P 2200	Curriculum Content (M) (Revised)
P & R 3160	Physical Examination (M) (Revised)
P & R 4160	Physical Examination (M) (Revised)
R 5200	Attendance (M) (Revised)
P 5337	Service Animals (Revised)
P 5350	Student Suicide Prevention (M) (Revised)
P 7231	Gifts From Vendors (M) (Abolished)
P 8420	Emergency and Crisis Situations (M) (Revised)
P & R 8467	Firearms and Weapons (M) (Revised)
P 9181	Volunteer Athletic Coaches and Co-Curricular Activity Advisors/Assistants (Revised)

2. Resolved: That the Board approve and endorse the Board of Education Goals for the 2024/2025 school year to ensure effective leadership and support for the entire educational community. (Attachment XV-C.2)
3. Resolved: That the Board approve and accept the District Goals for the 2024/2025 school year, derived from the 5 Year Strategic Plan, outlining the operational and administrative objectives to ensure continuous advancement, growth, and achievement for all staff and students. (Attachment XV-C.3)
4. Resolved: That the Board approve the Uniform State Memorandum of Agreement Between Education and Law Enforcement Officials (MOA). (Attachment XV-C.4)

MOTION: _____ SECOND: _____ VOTE: _____

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D. Students – The superintendent recommends:

1. Resolved: The BBES Bullying Specialist reports 0 incidents of Harassment, Intimidation, and Bullying, with 0 investigations, with one Principal determination in the Month of September, 2024.
2. Resolved: On Wednesday, September 11, 2024, the Bradley Beach School District conducted a bus evacuation drill. The drill began at 9:55 am and concluded at 11:00 am. The drill was conducted at Bradley Beach Elementary School for all students. There is no specific route number for the route, as Bradley Beach School District is a walking district. The drill was supervised by Mr. Michael Heidelberg, Superintendent / Principal.
(Attachment XV-D.2)
3. Resolved: That the Board approve the following tuition students for the 2024/2025 school year:
 - Student # 2554 – Grade 7
 - Student # 2972 – Grade 5

MOTION: _____ SECOND: _____ VOTE: _____

XVI. Regular Meeting – Business Administrator/Board Secretary

Board Secretary's Monthly Certification

That pursuant to N.J.A.C. 6A:23A-16.10(c) 3, I David Tonzola, Business Administrator/Board Secretary does hereby certify that as of August 31, 2024 no line item account has encumbrances and expenditures, which in total exceed the line items appropriations in violation of N.J.A.C. 6A:23A-16.10(c) 4.

David Tonzola
School Business Administrator/Board Secretary

Payroll Certification

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

August 15, 2024 \$65,827.65
August 30, 2024 \$61,326.04

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A. The Superintendent Recommends the Approval of the FY 2024 Elementary and Secondary Education (ESEA) Formula Grant Carry-Over Application Submission

Resolved: That the Board approve the submission of the FY 2024 ESEA Title Carry-Over Application in the following amounts:

Program Name	Carry-Over Amount
Title IA	0.00
Title IIA	0.00
Title III (Bradley Beach)	\$ 400.00
Title III (Brielle Consortium)	\$1,288.00
Title IV	0.00

MOTION: _____ SECOND: _____ VOTE: _____

B. The Superintendent Recommends the Approval of Acceptance of FY 2024 Individuals with Disabilities Act (IDEA) Formula Grant Carry-Over Application Submission

Resolved: That the Board approve the submission of the FY 2024 IDEA Basic Carry-Over Application in the following amount:

Program Name	Carry-Over Amount
IDEA Basic	\$6,223.73

MOTION: _____ SECOND: _____ VOTE: _____

C. The Superintendent Recommends the Approval of Salaries to be Funded by Federal Grants: FY 2025 IDEA

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

Name	Salary	Account Code	Federal Grant	Percentage of Salary
Stephanie Soriano	\$33,000.00	20-250-100-101-00	IDEA Basic	54.59%
		11-120-100-101-00	General Fund	45.41%
				100.00%
Tetania Dmytryshyn	28,819.00	20-250-100-106-00	IDEA Basic	100%
Nichole Covert	28,819.00	20-250-100-106-00	IDEA Basic	100%
Laurel Degnan	1,691.00	20-252-100-101-00	IDEA Preschool	1.86%
		20-218-100-101-00	Preschool Expansion	98.14%
				100.00%

MOTION: _____ SECOND: _____ VOTE: _____

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D. The Superintendent Recommends the Approval of Salaries to be Funded by Federal Grants: FY 2025 Elementary and Secondary Education (ESEA) Formula Grants

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

Name	Salary	Account Code	Federal Grant	Percentage of Salary
Alisa Guzzi	\$51,179.00	20-231-100-101.00	ESEA Title I	99.88%
	61.00	11-120-100-101-00	General Fund	.12%
Lucia Newberry	23,155.00	20-231-100-101.00	ESEA Title I	30.71%
	5,843.00	20-241-100-101-00	ESEA Title III	7.75%
	46,402.00	11-240-100-101-00	General Fund	61.54%

MOTION: _____ SECOND: _____ VOTE: _____

E. The Superintendent Recommends the Approval to Delete Stale Dated Check

Resolved: That the Board approve the deletion of the following stale dated check from the Bradley Beach Warrant Account ending in 0062:

Check Date	Check Number	Check Amount
7/31/2023	21763	\$511.00

MOTION: _____ SECOND: _____ VOTE: _____

F. The Superintendent Recommends the Approval of Chief Negotiator for the Board of Education for the 2024/2025 School Year

Resolved: That the Board approve the appointment of Robert Mahon to serve as Chief Negotiator for the Board of Education at the agreed upon hourly rate of \$75.00 for the 2024/2025 school year.

MOTION: _____ SECOND: _____ VOTE: _____

G. The Superintendent Recommends the Approval of Expanded Uniform Minimum Chart of Accounts for 2024/2025 School Year

Resolved: That the Board adopt the expanded Uniform Minimum Chart of Accounts for New Jersey Public Schools for the 2024/2025 School Year. (Attachment XVI-G)

MOTION: _____ SECOND: _____ VOTE: _____

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

Resolved: That the Board approve the generous donation from Donors Choose of a photo printer and various support materials. The estimated value of this donation is \$728.79. (Attachment XVI-H)

MOTION: _____ SECOND: _____ VOTE: _____

I. The Superintendent Recommends the Approval of Construction Project Change Orders

Resolved: That the Board approve the following resolution:

WHEREAS, on October 17, 2023 the Bradley Beach Board of Education awarded Chappelle Mechanical, Inc. for the HVAC Upgrades at Bradley Beach Elementary School project in the total contract lump sum of \$345,560, which included one allowance.

WHEREAS, changes are necessary in order for the project to be completed;

NOW, THEREFORE BE IT RESOLVED that the Bradley Beach Board of Education approves the following change orders, GC-03 and GC-04, to Chappelle Mechanical, Inc. as per attachment XVI-I. [B]

MOTION: _____ SECOND: _____ VOTE: _____

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

Resolved: That the Financial Report of the Business Administrator/Board Secretary for the month ending August 31, 2024 is hereby approved, and the Business Administrator/Board Secretary is instructed to file same. (Attachment XVI-J)

MOTION: _____ SECOND: _____ VOTE: _____

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

Resolved: That the Financial Report of the Treasurer of School Funds for the month ending August 31, 2024 is hereby approved, and the Business Administrator/Board Secretary is instructed to file same. The report is in agreement with the report of the Business Administrator/Board Secretary. (Attachment XVI-K)

MOTION: _____ SECOND: _____ VOTE: _____

L. The Superintendent Recommends the Approval of Monthly Certification

Resolved: That pursuant to N.J.A.C. 6A:23A-16.10(c)3 I, David Tonzola, Business Administrator/Board Secretary, do hereby certify that as of August 31, 2024, after review of the Secretary's Monthly Financial Report (appropriations section) and,

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upon consultation with the appropriate district officials, that, to the best of our knowledge, no major account or fund has been over-expended in violation of N.J.A.C. 6A:23A-16.10(c)4), that no line item appropriation is in violation of N.J.A.C. 6A:23A-16.10(c)4, and that sufficient funds are available to meet the district's financial obligations for the remainder of the fiscal year.

MOTION: _____ SECOND: _____ VOTE: _____

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

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

MOTION: _____ SECOND: _____ VOTE: _____

N. The Superintendent Recommends the Approval of August 2024 Payroll

Resolved: That the Board approve the August 2024 gross payroll in the amount of \$127,153.69.

MOTION: _____ SECOND: _____ VOTE: _____

O. The Superintendent Recommends the Approval of Bills Payment

Resolved: That the Board approve payment of the September 17, 2024 regular bills list and as certified and approved. (Attachment XVI-O)

MOTION: _____ SECOND: _____ VOTE: _____

XVII. Regular Meeting – Old Business

XVIII. Regular Meeting – New Business

XIX. Public Comments

XX. Executive Session (if needed)

XXI. Adjournment

August 28, 2024

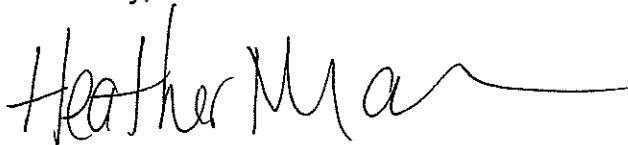
Bradley Beach Elementary School
515 Brinley Ave.
Bradley Beach, NJ 07720

To: Mr. Heidelberg, Mr. Tonzola, and Board of Education Members:

This letter is to inform you of my expected maternity leave. I am requesting to take 5 calendar days before and 25 days after my expected due date (December 6, 2024) and use family leave for the following 12 weeks, which will begin on January 24, 2025. My last day in the building would be Wednesday, November 27, 2024 and I would start my leave on Monday, December 2, 2024. My expected return to work date would be on or after April 30, 2025.

Thank you for your attention and consideration.

Sincerely,

A handwritten signature in black ink that reads "Heather Mansur". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Heather Mansur
Special Education Teacher

Bradley Beach Shared Service Agreement - Technology Coordinator Mentor

SHARED SERVICE AGREEMENT

Technology Coordinator Mentorship Services

AGREEMENT dated this 1st day of August 2024, between the Bradley Beach Board of Education (hereinafter "Bradley Beach Elementary"), whose offices are located at 515 Brinley Avenue, Bradley Beach, NJ 07720, and the Belmar Board of Education (hereinafter "Belmar Elementary"), whose offices are located at 1101 Main Street, Belmar, NJ 07719.

WITNESSETH

NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree as follows:

1. The Bradley Beach Board of Education agrees to purchase mentorship services from the Belmar Board of Education. The Belmar Board of Education agrees to provide mentorship services to the Bradley Beach Board of Education. This agreement describes service per year to Bradley Beach Elementary as needed for mentorship guidance and direction for the newly hired Technology Coordinator. Services provided may be in the form of electronic communication, phone conference, and in-person as needed based on Belmar Elementary School District Technology Coordinator's availability.

If the need arises for additional time and support outside of this agreement, Belmar Elementary shall have no responsibility to provide mentorship services beyond this agreement unless this Agreement is modified and mutually agreed to by both parties.

2. The specific mentorship services described in this section are to be provided to the newly hired Technology Coordinator at Bradley Beach Elementary School. Belmar Elementary School will provide Bradley Beach Elementary with an in good standing Technology Coordinator who will serve as a mentor to Bradley Beach Elementary's newly hired Technology Coordinator. The Belmar Elementary Technology Coordinator will be responsible for providing general mentorship in the role of Technology Coordinator and offering guidance and direction in technology coordination practices and procedures as needed. General service and consultation may include but are not limited to:

- o Participation in BBES' technology program evaluation and/or planning meetings
- o Sharing expertise and guiding program recommendations in:
 - i. Technology Infrastructure Management
 - ii. Device and Data Management
 - iii. Vendor and Telecommunications Management
- o Developing lines of communication and articulation between shared service districts
- o 12 hours of in-person or virtual support

3. Bradley Beach Elementary will be responsible for all day-to-day technology operations. This agreement is only for mentorship and not direct technology support.
4. This AGREEMENT shall be in effect during the 2024-2025 school year. The mentorship services shall commence on August XX, 2024, and terminate on June 30, 2025.
5. The Bradley Beach Board of Education agrees to pay charges of \$5000.00 to the Belmar Elementary Board of Education, and the payments may be billed quarterly or billed in full by May 30, 2025.
6. In the event any dispute arises out of this AGREEMENT, the parties will seek to resolve the dispute as expeditiously as possible. Except as may be set forth herein, the interests of the Bradley Beach Elementary Technology Coordinator shall be of the foremost concern in resolving such disputes.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed as of this

_____ day of _____, 2024.

POLICY GUIDE

BYLAWS

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Board Member **Number** and Term – Sending District

June 24

[See **POLICY ALERT** Nos. 192, 217, and 233]

0141.1 BOARD MEMBER NUMBER AND TERM – SENDING DISTRICT

The Board of Education shall consist of 9 members.

The term of a Board member shall be 3 years, except vacancies in the membership of the Board shall be filled in accordance with the provisions of N.J.S.A. 18A:12-15. Each Board member appointed to fill a vacancy shall serve until the organizational meeting following the next annual election unless the Board member is appointed to fill a vacancy occurring within the sixty days immediately preceding such election if the annual election is held in April, or occurring after the third Monday in July if the election is held in November, to fill a term extending beyond such election, in which case the Board member shall serve until the organizational meeting following the second annual election next succeeding the occurrence of the vacancy, and any vacancy for the remainder of the term shall be filled at the annual election or the second annual election next succeeding the occurrence of the vacancy, as the case may be.

The Board of Education shall have representation on the Neptune (receiving district) Board(s) of Education in accordance with N.J.S.A. 18A:38-8.2.

In accordance with N.J.S.A. 18A:38-8.2.a.(1), if the students of the sending district comprise less than ten percent of the total enrollment of the students in the grades of the receiving district in which the students of the sending district will be enrolled, the sending district shall have no representation on the receiving district Board of Education. If the students of the sending district comprise at least ten percent of the total enrollment of the students in the grades of the receiving district in which the students of the sending district will be enrolled, the sending district shall have one representative on the receiving Board of Education in accordance with N.J.S.A. 18A:38-8.2.a.(2).

If the total number of students of two or more sending districts, which do not qualify for representation in accordance with N.J.S.A. 18A:38-8.2.a., comprise at least fifteen percent of the total enrollment of the students in the grades of the receiving district in which the students of the sending district will be enrolled, the sending districts shall have collectively two representatives on the receiving district Board of Education in accordance with N.J.S.A. 18A:38-8.2.b.



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Board Member **Number** and Term – Sending District

The annual designation of the representatives, in the event more than two districts collectively qualify under N.J.S.A. 18A:38-8.2.b., shall be rotated among the Boards of Education of the sending districts according to a schedule determined by the joint agreement of the Boards.

Notwithstanding the provisions of N.J.S.A. 18A:38-8.2.a. and b., the number of representatives designated by the sending districts to be additional members shall not exceed three additional members on a receiving Board with originally nine or more members, two additional members on a receiving Board with originally seven or eight members, and one additional member on a receiving Board with originally less than seven members. In the event that this restriction results in unequal representation of sending districts, the annual designation of the representative or representatives shall be rotated among the Boards of Education of the sending districts according to a schedule determined by the joint agreement of the Boards in accordance with N.J.S.A. 18A:38-8.2.c.

Notwithstanding the provisions of N.J.S.A. 18A:38-8.2 or any other law or regulation to the contrary, a school district which is located in a county of the sixth class according to the latest Federal decennial census, which has an October 1998 resident enrollment greater than 2,400 students but less than 2,600 students, and which sends its students in grades nine through twelve to a school district in the same county pursuant to N.J.S.A. 18A:38-8 shall have representation on the Board of Education of the receiving district in accordance with the provisions of N.J.S.A. 18A:38-8.4.

The sending district Board of Education shall designate their representative(s) to serve on the receiving district Board of Education on an annual basis upon notification from the Executive County Superintendent of the appropriate representation on the receiving Board of Education. A representative of a sending district Board of Education shall be designated at the meeting of the Board which is closest in time to the annual organizational meeting of the receiving district Board of Education and shall serve a one-year term beginning with the organizational meeting of the receiving district Board of Education in accordance with N.J.S.A. 18A:38-8.2.d. The sending district representative(s) shall be subject to the rules and procedures of the receiving district Board of Education. If the sending district position on the receiving Board becomes vacant, the sending Board shall designate a new representative to serve on the receiving Board for the remainder of the term.



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Board Member **Number** and Term – Sending District

The calculation of percentages required shall be based on the number of students reported as of the last school day prior to October 16 of each prebudget year pursuant to N.J.S.A. 18A:38-8.2.e. and N.J.S.A. 18A:38-8.4.b.

A sending district representative(s) shall be eligible to vote on the following matters before the receiving district Board of Education in accordance with N.J.S.A. 18A:38-8.1:

- a. Tuition to be charged the sending district by the receiving district and the bill lists or contracts for the purchase, operation or maintenance of facilities, equipment and instructional materials to be used in the education of the students of the sending district;
- b. New capital construction to be utilized by sending district students;
- c. Appointment, transfer or removal of teaching staff members providing services to the students of the sending district, including any teaching staff member who is a member of the receiving district's central administrative staff;
- d. Addition or deletion of curricular and extracurricular programs involving students of the sending district;
- e. Any matter directly involving the sending district students or programs and services utilized by those students;
- f. Approval of the annual receiving district budget;
- g. Any collectively negotiated agreement involving employees who provide services utilized by sending district students;
- h. Any individual employee contracts not covered by a collectively negotiated agreement, if those employees provide or oversee programs or services utilized by sending district students; and
- i. Any matter concerning governance of the receiving district Board of Education including, but not limited to, the selection of the Board President or Vice President, approval of Board Bylaws, and the employment of professionals or consultants such as attorneys, architects, engineers, or others who provide services to the receiving district Board of Education.



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Board Member **Number** and Term – Sending District

While the sending district representative shall have limited voting rights in accordance with N.J.S.A. 18A:38-8.1, in all other respects the representative shall function as a full member of the receiving Board of Education, including participation in the closed session discussions.

N.J.S.A. 18A:12-6; 18A:12-9; 18A:12-11; 18A:12-15; 18A:38-8;
18A:38-8.1; 18A:38-8.2; 18A:38-8.3; 18A:38-8.4

N.J.S.A. 18A:13-8 et seq. [**regional districts**]

N.J.S.A. 18A:54-16 et seq. [**vocational districts**]

N.J.A.C. 6A:23A-2.1 et seq.

Adopted:



POLICY GUIDE

PROGRAM
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Curriculum Content
June 24
M

[See POLICY ALERT Nos. 209 and 233]

2200 CURRICULUM CONTENT

The Board of Education will provide the instruction and services mandated by law and rules as necessary for the implementation of a thorough and efficient system of free public education and such other instruction and services as the Board deems appropriate for the thorough and efficient education of the students of this district. The Board shall annually approve a list of all programs and courses that comprise the district's curriculum and shall approve any subsequent changes in the curriculum in accordance with Policy 2220 – **Adoption of Courses**.

For **the** purposes of this ~~P~~policy “curriculum” means planned learning opportunities designed to assist students toward the achievement of the intended outcomes of instruction.

The curriculum will be reviewed by the Superintendent and ~~approved annually by the Board. In accordance with law, the curriculum~~ shall, as a minimum, include the curricular mandates of N.J.S.A. 18A – Education, and N.J.A.C. 6 – and 6A – Education, and **all of the New Jersey Student Learning Standards Core Curriculum Content Standards and Cumulative Progress Indicators**.

Districts with secondary school(s)

[and the courses required by Policy 5460 – **High School Graduation** and N.J.A.C. 6A:8-5 for high school graduation.]

The Superintendent is responsible for implementing the curriculum approved by the Board.

The ~~Board directs the~~ curriculum **shall** be consistent with the educational goals and objectives of this district **and**, the New Jersey **Student Learning Standards Core Curriculum Content Standards** and **be** responsive to identified student needs. The Superintendent shall, in consultation with ~~teaching~~ staff members, assure the effective articulation of curriculum across all grade levels



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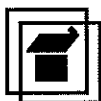
PROGRAM
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Curriculum Content

Choose one or more of the following alternatives:

- ___ and among the schools of this district.
- ___ and among the constituent districts of the _____ Regional School District.
- ___ and among the school districts sending to the _____ School District.

~~The curriculum shall provide programs in accordance with Board policies and the New Jersey Core Curriculum Content Standards including but not limited to:~~

- ~~1. Preparation of all students for employment or post-secondary study upon graduation from high school;~~
- ~~2. Instruction in workplace readiness skills, visual and performing arts, comprehensive health and physical education, language arts literacy, mathematics, science, social studies (including instruction on the Constitution of the United States, United States history, Community Civics, and the geography, history and civics of New Jersey), and World Languages;~~
- ~~3. Continuous access to sufficient programs and services of a library/media facility, classroom collection, or both, to support the educational program of all students in accordance with Policy 2530;~~
- ~~4. Guidance and counseling to assist in career and academic planning for all students, in accordance with Policy 2411;~~
- ~~5. A continuum of educational programs and services for all children with disabilities, in accordance with Policy and Regulation 2460;~~
- ~~6. Bilingual education, English as a Second Language, and English language services for students of limited English language proficiency, when the number of such students so necessitates, in accordance with Policy 2423;~~



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Curriculum Content

7. ~~Programs and services for students at risk who require remedial assistance in accordance with Policies 2414, 2415, and 5460;~~
8. ~~Equal educational opportunity for all students in accordance with Policies 2260, 5750, and 5755;~~
9. ~~Career awareness and exploration as required, and vocational education as appropriate;~~
10. ~~Educational opportunities for students with exceptional abilities, in accordance with Policy 2464;~~
11. ~~Instruction in accident and fire prevention;~~
12. ~~A substance abuse prevention program;~~
13. ~~A program for family life education; and~~
14. ~~Programs that encourage the active involvement of representatives from the community, business, industry, labor and higher education in the development of educational programs aligned with the standards.~~

N.J.S.A. 18A:6-2; 18A:6-3; 18A:35-1 et seq.

N.J.A.C. 6A:8-1.1 et seq.; 6A:14 et seq.

New Jersey **Student Learning Standards** Core Curriculum Content Standards

Adopted:



POLICY GUIDE

TEACHING STAFF MEMBERS

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Physical Examination

June 24

M

[See POLICY ALERT Nos. 211 and 233]

3160 PHYSICAL EXAMINATION

The Board of Education **shall** requires **any** ~~each~~ candidate for employment who **has received** ~~receives~~ a conditional offer of employment to undergo a physical examination(s) **pursuant to N.J.S.A. 18A:16-2.a.** to determine whether the candidate is able to perform with reasonable accommodation job-related functions pursuant to P.L. 101-336, Americans with Disabilities Act of 1990 (ADA), **pursuant to N.J.A.C. 6A:32-6.3.**

If upon completing an examination(s) it is determined a candidate for employment who received a conditional offer of employment is unable to perform with reasonable accommodation job-related functions pursuant to the provisions of the ADA, the conditional offer of employment will be rescinded either by the Superintendent of Schools, if the Board has not yet approved the appointment, or by the Board, if the Board had approved the appointment at a Board meeting.

In accordance with N.J.A.C. 6A:32-6.2(a), the Board will develop the requirements for tThe physical examination **and provide for notification to candidates for employment regarding the requirements for the physical examination which** shall include, but **not be** ~~is not~~ limited to, a health history to include past serious illnesses and injuries; current health problems; allergies; and a record of immunizations. The physical examination shall also include, **but not be limited to,** a health screening to include, but not **be** limited to: height and weight; blood pressure; pulse and respiratory rate; vision screening; and hearing screening.

Optional

[Candidates for employment who have received a conditional offer of employment will also be required to undergo a comprehensive fitness for duty examination **in addition to the physical examination required pursuant to N.J.S.A. 18A:16-2.a.** This examination shall not be used to determine a candidate's disabilities and shall be used only to determine whether the applicant is able to perform with reasonable accommodation job-related functions pursuant to ADA. Comprehensive fitness for duty examinations, if required by the Board, will be required for all _____, _____, _____, _____, and _____ candidates for employment who receive a conditional offer of employment.]



POLICY GUIDE

TEACHING STAFF MEMBERS

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Physical Examination

Optional

[Candidates for employment who have received a conditional offer of employment will be required to undergo psychological assessment in accordance with district procedures. Psychological assessments, if required by the Board, will be required for all _____, _____, _____, and _____ candidates for employment who have received a conditional offer of employment.]

Optional

[Candidates for employment who have received a conditional offer of employment will be required to be tested for the usage of controlled dangerous substances (CDS) as they are defined in N.J.S.A. 2C:35-2. This testing will be completed in accordance with New Jersey Department of Health and Department of Education guidelines. Testing for the usage of ~~CDS controlled or dangerous substances~~, if required by the Board, will be required for all _____, _____, _____, and _____ candidates for employment who have received a conditional offer of employment.]

Pursuant to N.J.S.A. 18A:16-3, the Board shall bear the cost of physical examinations required by this Policy performed by a physician or institution designated by the Board. However, the candidate shall bear the cost if the examination is performed by a physician or institution designated by the candidate with approval of the Board. In the event the Board approves the physician or institution designated by the candidate to complete an examination required by this Policy, the candidate will be provided with the detailed requirements of the examination.

Teaching staff member ~~School employee~~ physicals, examinations, and/or annual medical updates do not require screening or disclosure of HIV status.

The Board will follow the current New Jersey Department of Health Guidance for Tuberculosis (TB) Testing in New Jersey Schools. ~~A Mantoux tuberculosis test shall be given to all student teachers, school bus drivers on contract with the district, and contractors or volunteers who have contact with students.~~



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TEACHING STAFF MEMBERS

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Physical Examination

Health records of candidates for employment and current teaching staff members ~~All staff members' medical and health records~~, including computerized records, ~~shall will~~ be secured, stored, and maintained separately from other personnel files **pursuant to N.J.A.C. 6A:32-6.3(d)**. The information contained in medical records ~~shall will~~ be kept confidential. Only the **teaching** staff member, the Superintendent, and the school medical inspector shall have access to medical information regarding an individual **teaching staff member** ~~employee~~. Health records **shall be the property of the Board** and may be shared only with authorized individuals in accordance with N.J.S.A. 18A:16-5 and N.J.A.C. 6A:32-6.3(d).

Pursuant to N.J.A.C. 6A:32-6.3(c), ~~an individual~~ The **teaching** staff member may provide health-status information, including medications that may be of value to medical personnel in the event of an emergency requiring treatment. In such instances, ~~a the teaching staff member~~ may also choose to share with the ~~staff member's Building Principal~~ and, if desired, with the certified school nurse, information regarding current health status to assure ready access in a medical emergency.

Pursuant to N.J.S.A. 18A:16-2, ~~the Board may require Additional individual psychiatric or physical or psychiatric examinations of a teaching any staff member may be required by the Board~~ whenever, in the **Board's** judgment of the ~~Board~~, a **teaching** staff member shows evidence of deviation from normal physical or mental health. Any additional individual examinations will be pursuant to the requirements of N.J.A.C. 6A:32-6.3(b). Additional examinations and/or certifications may be required to verify fitness in accordance with Policy 3161 – **Examination for Cause** or disability in accordance with Policies 3425 – **Work Related Disability Pay** and 3435 – **Anticipated Disability**.

42 U.S.C.A. 12101

N.J.S.A. 18A:16-2; 18A:16-3; 18A:16-5

N.J.A.C. 6A:32-6.1; 6A:32-6.2; 6A:32-6.3

Adopted:



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SUPPORT STAFF MEMBERS

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Physical Examination

June 24

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[See POLICY ALERT Nos. 211 and 233]

4160 PHYSICAL EXAMINATION

The Board of Education **shall** requires **any** each candidate for employment who **has received** receives a conditional offer of employment to undergo a physical examination(s) **pursuant to N.J.S.A. 18A:16-2.a.** to determine whether the candidate is able to perform with reasonable accommodation job-related functions pursuant to P.L. 101-336, Americans with Disabilities Act of 1990 (ADA), **pursuant to N.J.A.C. 6A:32-6.3.**

If upon completing an examination(s) it is determined a candidate for employment who received a conditional offer of employment is unable to perform with reasonable accommodation job-related functions pursuant to the provisions of the ADA, the conditional offer of employment will be rescinded either by the Superintendent of Schools, if the Board has not yet approved the appointment, or by the Board, if the Board had approved the appointment at a Board meeting.

In accordance with N.J.A.C. 6A:32-6.2(a), the Board will develop the requirements for tThe physical examination **and provide for notification to candidates for employment regarding the requirements for the physical examination which** shall include, but **not be** is-not limited to, a health history to include past serious illnesses and injuries; current health problems; allergies; and a record of immunizations. The physical examination shall also include, **but not be limited to,** a health screening to include, but not **be** limited to: height and weight; blood pressure; pulse and respiratory rate; vision screening; and hearing screening.

Optional

[Candidates for employment who have received a conditional offer of employment will also be required to undergo a comprehensive fitness for duty examination **in addition to the physical examination required pursuant to N.J.S.A. 18A:16-2.a.** This examination shall not be used to determine a candidate's disabilities and shall be used only to determine whether the applicant is able to perform with reasonable accommodation job-related functions pursuant to ADA. Comprehensive fitness for duty examinations, if required by the Board, will be required for all _____, _____, _____, _____, and _____ candidates for employment who receive a conditional offer of employment.]



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SUPPORT STAFF MEMBERS

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Physical Examination

Optional

[Candidates for employment who have received a conditional offer of employment will be required to undergo psychological assessment in accordance with district procedures. Psychological assessments, if required by the Board, will be required for all _____, _____, _____, and _____ candidates for employment who have received a conditional offer of employment.]

Optional

[Candidates for employment who have received a conditional offer of employment will be required to be tested for the usage of controlled dangerous substances (CDS) as they are defined in N.J.S.A. 2C:35-2. This testing will be completed in accordance with New Jersey Department of Health and Department of Education guidelines. Testing for the usage of ~~CDS controlled or dangerous substances~~, if required by the Board, will be required for all _____, _____, _____, and _____ candidates for employment who have received a conditional offer of employment.]

Pursuant to N.J.S.A. 18A:16-3, the Board shall bear the cost of physical examinations required by this Policy performed by a physician or institution designated by the Board. However, the candidate shall bear the cost if the examination is performed by a physician or institution designated by the candidate with approval of the Board. In the event the Board approves the physician or institution designated by the candidate to complete an examination required by this Policy, the candidate will be provided with the detailed requirements of the examination.

Support staff member ~~School employee~~ physicals, examinations, and/or annual medical updates do not require screening or disclosure of HIV status.

The Board will follow the current New Jersey Department of Health Guidance for Tuberculosis (TB) Testing in New Jersey Schools. ~~A Mantoux tuberculosis test shall be given to all student teachers, school bus drivers on contract with the district, and contractors or volunteers who have contact with students.~~



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SUPPORT STAFF MEMBERS

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Physical Examination

Health records of candidates for employment and current support staff members ~~All staff members' medical and health records~~, including computerized records, ~~shall will~~ be secured, stored, and maintained separately from other personnel files **pursuant to N.J.A.C. 6A:32-6.3(d)**. The information contained in medical records ~~shall will~~ be kept confidential. Only the **support** staff member, the Superintendent, and the school medical inspector shall have access to medical information regarding an individual **support staff member** employee. Health records **shall be the property of the Board** and may be shared only with authorized individuals in accordance with N.J.S.A. 18A:16-5 and N.J.A.C. 6A:32-6.3(d).

Pursuant to N.J.A.C. 6A:32-6.3(c), ~~an individual~~ **The support** staff member may provide health-status information, including medications that may be of value to medical personnel in the event of an emergency requiring treatment. In such instances, ~~a the support~~ staff member may also choose to share with the ~~staff member's Building Principal~~ and, if desired, with the certified school nurse, information regarding current health status to assure ready access in a medical emergency.

Pursuant to N.J.S.A. 18A:16-2, ~~the Board may require~~ **Additional individual** ~~psychiatric or physical or psychiatric~~ examinations of ~~a support~~ any staff member ~~may be required by the Board~~ whenever, in the **Board's** judgment ~~of the Board~~, a **support** staff member shows evidence of deviation from normal physical or mental health. Any additional individual examinations will be pursuant to the requirements of N.J.A.C. 6A:32-6.3(b). Additional examinations and/or certifications may be required to verify fitness in accordance with Policy 4161 – **Examination for Cause** or disability in accordance with Policies 4425 – **Work Related Disability Pay** and 4435 – **Anticipated Disability**.

42 U.S.C.A. 12101

N.J.S.A. 18A:16-2; 18A:16-3; 18A:16-5

N.J.A.C. 6A:32-6.1; 6A:32-6.2; 6A:32-6.3

Adopted:



POLICY GUIDE

STUDENTS
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Service Animals
June 24

[See POLICY ALERT Nos. 207, 217, and 233]

5337 SERVICE ANIMALS

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 of **Education** 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 **in accordance with** ~~—~~(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 **in accordance with** ~~—~~(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).



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Service Animals

- 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 Rules

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 student with a disability, including autism, shall be permitted access for a service animal in school buildings, including the classroom, on school buses, and on school grounds.**
32. **The service animal shall be under a handler's control at all times by use of a leash, tether, voice control, signal, or other suitable means in accordance with N.J.S.A. 18A:46-13.3 and 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).)**
43. 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 **in accordance with** ~~—(28 CFR §35.136(b).)~~
54. 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.



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Service Animals

65. A school official may inquire as to whether the service animal is required due to a disability and what task or work the service animal has been trained to perform, unless the student's disability and the work or task that the service animal will perform are readily apparent in accordance with N.J.S.A. 18A:46-13.3. ~~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.~~

76. 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 **in accordance with** ~~-(28 CFR §35.136(f).)~~

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

98. **A school official may require:** ~~Service animals must be licensed and registered in accordance with State and local laws.~~

- a. **Certification from a veterinarian that the service animal is properly vaccinated and does not have a contagious disease that may harm students or staff; and**
- b. **Documentation that any license required by the municipality in which the student resides has been obtained for the service animal.**

C. Delegation of Responsibility

- 1. **The school shall not be responsible or liable for the care or supervision of the service animal.** ~~The district is not responsible for the care or supervision of a service animal, in accordance with 28 CFR §35.136(e).~~



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Service Animals

- 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 school shall provide reasonable accommodations to allow the handler to provide for the care and feeding of the service animal while on school grounds or at a school function.** ~~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 ~~their his or her service animal.~~ **in accordance with** (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.



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Service Animals

- 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 **they** ~~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: **in accordance with** (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:



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Service Animals

- 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.

N.J.S.A. 18A:46-13.3

28 CFR §35.136

28 CFR §36.104

Adopted:



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Student Suicide Prevention
June 24
M

[See POLICY ALERT Nos. 193, 209, 215, and 233]

5350 STUDENT SUICIDE PREVENTION

The Board of Education recognizes that depression and self-destruction are problems of increasing severity among students. Students under severe stress cannot benefit fully from the educational program and may pose a threat to themselves or others.

The Board directs all school district staff members to be alert to a student who exhibits warning signs of self-destruction or who threatens or attempts suicide. Any such warning signs or the report of such warning signs from another student or staff member shall be taken with the utmost seriousness and reported immediately to the Principal or designee.

The Principal or designee shall immediately contact the parent(s) of the student exhibiting warning signs of suicide to inform the parent(s) the student will be referred to the Child Study Team or a Suicide Intervention Team, appointed by the Superintendent or designee, for a preliminary assessment. Upon completion of the preliminary assessment, the Principal or designee shall meet with the parent(s) to review the assessment. Based on the preliminary assessment, the parent(s) may be required to obtain medical or psychiatric services for the student. In the event the parent(s) objects to the recommendation or indicates an unwillingness to cooperate in the best interests of the student, the Principal or designee will contact the New Jersey Department of Children and Families, Division of Child Protection and Permanency to request intervention on the student's behalf.

In the event the student is required to obtain medical or psychiatric services, the parent(s) will be required to submit to the Superintendent a written medical clearance from a licensed medical professional, selected by the parent(s) and approved by the Superintendent, indicating the student has received medical services, does not present a risk to themselves or others, and is cleared to return to school. The written medical clearance may be reviewed by a Board of Education healthcare professional before the student is permitted to return to school. The parent(s) shall be required to authorize their healthcare professional(s) to release relevant medical information to the school district's healthcare professional, if requested.



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Student Suicide Prevention

In accordance with N.J.A.C. 6A:14-1.1(d), special education and related services shall be provided to students with disabilities at public expense, with no charge to the parents. A clearance by a psychiatrist or other medical professional as a requirement to return to school is considered an assessment provided at public expense. The district shall not require the parents to incur the cost of psychiatric clearance.

~~Any school district staff member, volunteer, or intern with reasonable cause to suspect or believe that a student has attempted or completed suicide, shall immediately report the information to the Principal or designee or their immediate supervisor who will immediately report it to the Superintendent or designee. The Superintendent or designee shall promptly report it online to the New Jersey Department of Children and Families, or as otherwise required by the Department of Children and Families in accordance with N.J.S.A. 30:9A-24. In accordance with N.J.S.A. 30:9A-24i, any person who reports an attempted or completed suicide shall have immunity from any civil or criminal liability on account of the report, unless the person has acted in bad faith or with malicious purpose.~~

In accordance with the provisions of N.J.S.A. 18A:6-111 and 18A:6-112, as part of the required professional development for teachers as outlined in N.J.A.C. 6A:9C-3 et seq., every teaching staff member must complete at least two hours of instruction in suicide prevention, to be provided by a licensed health care professional with training and experience in mental health issues, in each professional development period. The instruction in suicide prevention shall include information on the relationship between the risk of suicide and incidents of harassment, intimidation, and bullying and information on reducing the risk of suicide in students who are members of communities identified as having members at high risk of suicide.

Not including teaching staff members subject to the requirements of N.J.S.A. 18A:6-112.a. and not including licensed mental health care professionals, a school employee or an employee of a contracted service provider who has regular and direct contact with students, as determined by the Board, shall complete a one-time training program in suicide prevention, awareness, and response identified by the New Jersey Department of Education (NJDOE) pursuant to N.J.S.A. 18A:6-112.c. A person subject to the requirements of N.J.S.A. 18A:6-112.b. shall complete the required training program not less than twelve months from the date of the identification by the NJDOE of training programs or twelve months from the person's date of hire, whichever occurs later.



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Student Suicide Prevention

Not less than twelve months following the date of the identification by the NJDOE of the training programs or not less than twelve months from the person's date of hire, and annually thereafter, the district shall provide to their employees who are subject to the requirements of N.J.S.A. 18A:6-112.a. or b., in a hard copy paper form or in an electronic form, guidelines on the district's reporting and suicide prevention, awareness, and response protocols including, but not limited to, contact information for each school's designated staff who should be notified whenever an employee believes a student may be at risk for suicide.

Each person who is required pursuant to N.J.S.A. 18A:6-112.a. or b. to complete a suicide prevention training program shall have a duty to warn and protect when the following conditions exist:

1. A student has communicated to that person a clearly identifiable threat of imminent, serious physical violence against oneself and the circumstances are such that a reasonable person would believe the student intended to carry out the threat; or
2. The circumstances are such that a reasonable person would believe the student intended to carry out an act of imminent, serious physical violence against oneself.

A person acting in good faith and who takes reasonable steps to discharge a duty to warn and protect shall be immune from civil and criminal liability in regard to that disclosure.

Any school district staff member, volunteer, or intern with reasonable cause to suspect or believe that a student has attempted or completed suicide, shall immediately report the information to the Principal or designee or their immediate supervisor who will immediately report it to the Superintendent or designee. The Superintendent or designee shall promptly report it online to the New Jersey Department of Children and Families, or as otherwise required by the Department of Children and Families in accordance with N.J.S.A. 30:9A-24. In accordance with N.J.S.A. 30:9A-24.i., any person who reports an attempted or completed suicide shall have immunity from any civil or criminal liability on account of the report, unless the person has acted in bad faith or with malicious purpose.



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STUDENTS

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Student Suicide Prevention

The Superintendent shall prepare and disseminate guidelines to assist school district staff members in recognizing the warning signs of a student who may be contemplating suicide, to respond to a threat or attempted suicide, and to prevent contagion when a student commits suicide.

N.J.S.A. 18A:6-111; 18A:6-112

N.J.S.A. 30:9A-23; 30:9A-24

N.J.A.C. 6A:9C-3 et seq.; **6A:14-1.1**

Adopted:



POLICY GUIDE

OPERATIONS

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Emergency and Crisis Situations

June 24

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[See POLICY ALERT Nos. 189, 191, 221, 224, 227, and 233]

8420 EMERGENCY AND CRISIS SITUATIONS

The Board of Education recognizes its responsibility to provide for the safety and security in each school building in the district. The district **shall** ~~will~~ develop and implement comprehensive ~~written~~ plans, procedures, and mechanisms **that to provide for safety and security in the district's public elementary and secondary schools. Plans and procedures, which shall be in written form, and mechanisms shall provide for, at a minimum:** the protection of the health, safety, security, and welfare of the school population; the prevention of, intervention in, response to, and recovery from emergency and crisis situations; the establishment and maintenance of a climate of civility; and support services for staff, students, and their families, **in accordance with N.J.A.C. 6A:16-5.1(a).**

Pursuant to N.J.S.A. 18A:41-6, "sSchool security drill" means an exercise, other than a fire drill, to practice procedures that respond to an emergency situation including, but not limited to, a bomb threat, non-fire evacuation, lockdown, or active shooter situation and that is similar in duration to a fire drill.

The Superintendent of Schools or designee shall consult with law enforcement agencies, health and social services provider agencies, emergency management planners, and school and **other** community resources, as appropriate, in the development of the ~~school~~ district's plans, procedures, and mechanisms for school safety and security **in accordance with N.J.A.C. 6A:16-5.1(b).** The plans, procedures, and mechanisms shall be consistent with the provisions of N.J.A.C. 6A:16-5.1 and the format and content established by the Domestic Security Preparedness Task Force, pursuant to N.J.S.A. App. A:9-64 et seq., and the Commissioner of Education. **The plans, procedures, and mechanisms** shall be reviewed annually, and updated as appropriate.

Pursuant to N.J.S.A. 18A:41-15, in developing its districtwide school safety and security plan, the district shall: demonstrate that it has considered the individual needs of each student with a disability, as enumerated in the students' individualized education programs (IEP), individualized health care plans, 504 plans, or, in the case of students with disabilities enrolled in nonpublic schools, service plans pursuant to N.J.S.A. 18A:46-2.15; and incorporate protocols into the districtwide school safety and security plan for



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communicating the individual needs of each student with a disability, when appropriate and in compliance with the “Family Educational Rights and Privacy Act of 1974,” (20 USC §1232g), to third parties including, but not limited to, first responders and emergency management agencies.

A copy of the ~~school district’s~~ school safety and security plan shall be disseminated to all ~~school district~~ employees **pursuant to N.J.A.C. 6A:16-5.1(c).** New employees shall receive a copy of the school ~~district’s~~ safety and security plan, as appropriate, within sixty days of the effective date of their employment. All employees shall be notified in writing, as appropriate, regarding updates and changes to the school safety and security plan.

The ~~school district~~ shall develop and provide an in-service training program for all ~~school district~~ employees to enable them to recognize and appropriately respond to safety and security concerns, including emergencies and crises, consistent with the ~~school district’s~~ plans, procedures, and mechanisms for school safety and security and the provisions of N.J.A.C. 6A:16-5.1. New employees shall receive ~~the this~~ in-service training, ~~as appropriate,~~ within sixty days of the effective date of their employment. **The This in-service training program for all employees shall be reviewed annually and updated, as appropriate.**

The Board shall ensure individuals employed in the district in a substitute capacity are provided with information and training on the district’s practices and procedures on school safety and security including instruction on school security drills, evacuation procedures, and emergency response protocols in the district and the school building where the individuals are employed in accordance with the provisions of N.J.S.A. 18A:41-7.b. **In the event an individual is employed in a substitute capacity in the district at the time the school safety and security training is being provided to full-time employees pursuant to N.J.S.A. 18A:41-7.a., the district shall include the individual in the training.**

Any information or training provided pursuant to N.J.S.A. 18A:41-7 shall address the unique needs of students with disabilities in the event of a fire drill, school security drill, or actual emergency situation. All full-time employees and individuals employed in the district in a substitute capacity shall be made aware of any anticipated mobility, sensory, medical, social, communication, emotional, regulatory, and decision-making support needs of students in the care of the employee and any supports, modifications,



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accommodations, and services to be provided to students, as enumerated in their IEPs, individualized health care plans, 504 plans, or service plans pursuant to N.J.S.A. 18A:46-2.15.

The district shall ensure a student's unique mobility, sensory, medical, social, communication, emotional, regulatory, and decision-making needs in the event of a fire drill, school security drill, or an actual emergency situation that may occur on school grounds is maintained in the student record. The documentation maintained in the student record shall indicate whether or not the student is able to safely and fully participate in fire drills or school security drills without the use of supplementary supports, modifications, accommodations, or services, or if any accommodations are needed, including determining areas of refuge during an emergency, in accordance with N.J.S.A. 18A:46-2.15.a.

If it is determined a student requires supplementary supports, modifications, accommodations, or services in order to safely and fully participate in a fire drill or school security drill, a written plan shall be maintained in the student record, pursuant to N.J.S.A. 18A:46-2.15.b. The written plan shall: describe the anticipated mobility, sensory, medical, social, communication, emotional, regulatory, and decision-making support needs of the student during a fire drill or school security drill and during an actual emergency situation; describe the supports, modifications, accommodations, and services to be provided to the student during a fire drill or school security drill and during an actual emergency situation; and describe the role of school employees in supporting the student during a fire drill or school security drill and during an actual emergency situation, including the need for any specific training of school employees. The district shall on a regular basis, but not less than once annually, perform a review of any determinations made pursuant to N.J.S.A. 18A:46-2.15 to evaluate the school security needs of a student.

Every Principal of a school of two or more rooms, or of a school of one room; when located above the first story of a building, shall have at least one fire drill and one school security drill each month within the school hours, including any summer months during which the school is open for instructional programs, ~~and shall require all teachers of all schools,~~ **Employees of the district**, whether occupying buildings of one or more stories, ~~shall to keep all exterior doors and exits of their respective rooms and buildings unlocked during the school hours,~~ **except locked at all times except when necessary to comply with the**



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requirements set forth in the Uniform Fire Code, including applicable requirements during an emergency lockdown or an emergency lockdown drill. All students and staff shall fully participate in each drill conducted to the greatest extent practicable and, when appropriate, utilize procedures for assisting in the rescue of persons unable to use the general means of egress to ensure that participation does not pose a safety risk. Where school buildings have been provided with fire escapes, they shall be used by a part or all of the students performing every fire drill. An actual fire or school security emergency that occurs at a school during the month and that includes activities which are the equivalent of a drill shall be considered a **school security** drill for the purposes of meeting the requirements of N.J.S.A. 18A:41-1.

Every school in the district shall conduct a school security drill within the first fifteen days of the beginning of the school year. **In accordance with N.J.S.A. 18A:41-7a.,** notwithstanding any other provision of law to the contrary, the school district shall ensure that a school security drill that occurs when students are present:

1. Includes clear, developmentally and age-appropriate messaging to students and staff at the conclusion of the drill that the event is a drill and that no current danger exists;
2. Does not expose students to content or imaging that is not developmentally or age-appropriate;
3. Is paired with trauma-informed approaches to address any student inquiries or concerns which may arise as a result of a school security drill;
4. Does not include the use of fake blood, real or prop firearms, or the simulations of gun shots, explosions, or other sounds or visuals that may induce panic or a traumatic response from a student or school district employee;
5. Does not require a student to role play as a victim, but may include first aid training in which students participate; and



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6. Is accessible to students with disabilities and mental health conditions, and provides all necessary accommodations for these students.

The Principal or designee shall provide written notification to the parent of a student enrolled in the school following completion of a school security drill, which notice shall be provided to the parent by no later than the end of the school day on which the school security drill is conducted.

The Principal or designee will provide local law enforcement or other emergency responders, as appropriate, with a friendly notification at least forty-eight hours prior to holding a school security drill. A law enforcement officer shall be present at a minimum of one school security drill in each school year in order to make recommendations on any improvements or changes to school security drill procedures that the officer may deem advisable in accordance with N.J.S.A. 18A:41-1. The school district may permit emergency personnel access to the buildings and grounds of its schools for school security drills that are scheduled outside of school hours and during such times as students are not present, **pursuant to N.J.S.A. 18A:41-7a.c.**

The school district shall review and update its school security drill procedures using a process that coincides with the review of the school safety and security plan developed pursuant to N.J.A.C. 6A:16-5.1 and collects input from emergency personnel; parents of students enrolled in the school district; teachers and staff employed in the district; mental health professionals; and student government representatives from multiple grade levels, **pursuant to N.J.S.A. 18A:41-7a.d.**

The school district shall annually track data on such measures and information as required by the Commissioner of Education, and shall report the data to the Commissioner, **pursuant to N.J.S.A. 18A:41-7a.e.**

Such drills and in-service training programs shall be conducted in accordance with a building security drill guide and training materials that educate school employees on proper evacuation and lockdown procedures in a variety of emergency situations on school grounds in accordance with N.J.A.C. 6A:16-5.1.



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The ~~school~~ district will be required to annually submit a security drill statement of assurance **attesting to the completion of monthly school security drills** to the New Jersey Department of Education/County Office of Education by June 30 of each school year, **in accordance with N.J.A.C. 6A:30 App.A.** Each school in the district will be required to complete **and retain** a security drill record form as required by the New Jersey Department of Education.

N.J.S.A. 2C:33-3

N.J.S.A. App.A.:9-86

N.J.S.A. 18A:41-1; 18A:41-2; 18A:41-6; 18A:41-7; 18A:41-7a.;
18A:41-15; 18A:46-2.15

N.J.A.C. 6A:16-5.1; **6A:30 App.A.**

Adopted:



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[See POLICY ALERT No. 233]

8467 FIREARMS AND WEAPONS

The Board of Education prohibits the possession, use, or exchange of any **firearm** or weapon in any school building, on school grounds, at any school-sponsored event, and on school sanctioned transportation except as the possession and use of a **firearm** or weapon is authorized by law and required in the performance of the possessor's duty.

For the purpose of this Ppolicy, "weapon" means **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).** ~~anything readily capable of lethal use or of inflicting serious bodily injury.~~ "Weapon" includes, but is not limited to, all firearms, knives, dangerous instruments intended to inflict harm, components that can be readily assembled into a weapon, explosive devices, and imitation firearms. For the purposes of this Ppolicy, "firearm" means those items enumerated in N.J.S.A. 2C:39-1(f) and 18 U.S.C. §921.

Pursuant to N.J.A.C. 6A:16-6.3(b), whenever a school employee develops reason to believe a firearm, as defined in N.J.S.A. 2C:39-1(f) and 18 USC §921, or other deadly weapon, whether enumerated in N.J.S.A. 2C:39-1(r), except a firearm as defined in N.J.S.A. 2C:39-1(f) and 18 USC §921, has unlawfully been brought onto school grounds or a student or other person is in unlawful possession of a firearm or other deadly weapon on or off school grounds, or a student or other person has committed an offense with or while in possession of a firearm on or off school grounds or during school operating hours, the matter shall be reported as soon as possible to the Principal or designee, or in the absence of the Principal or designee, to the staff member responsible at the time of the alleged violation. Either the Principal or designee or the responsible staff member shall notify the Superintendent, who in turn 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 student or staff member involved.



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~~Any student or school employee who has reasonable grounds to suspect the presence of a weapon prohibited by this policy shall immediately report his/her suspicion to the _____.~~ The **Principal or designee** _____ ~~(same as previous sentence)~~ shall conduct an appropriate search in accordance with Policy No. 5770 – **Student Right of Privacy** and, **if appropriate and feasible**, confiscate any **firearm or** weapon discovered in the course of the search. **The Principal or designee** ~~He/she shall, if appropriate and feasible, may~~ summon the aid of law enforcement **officials** ~~officers~~ in the conduct of the search. Any school employee who confirms the presence of a **firearm or** weapon under circumstances that place persons at serious risk may confiscate the **firearm or** weapon immediately and may use such force as is reasonable and necessary to obtain possession.

Unless the **firearm or** weapon has been taken into custody by a law enforcement **official officer**, the **Principal or designee** _____ shall immediately **secure the** ~~store any~~ confiscated **firearm or** weapon in a securely **and** locked **location** ~~box or container~~ and report the presence of the **firearm or** weapon to the Superintendent. **Pursuant to N.J.A.C. 6A:16-6.3(b)**, ~~t~~The Superintendent shall promptly notify, ~~by telephone call and by letter,~~ **local law enforcement** ~~the Chief of Police of _____~~ **(the municipality; regional districts state "the municipality in which the school district is located")** that a **firearm or** weapon is present on school premises; ~~the notice shall~~ **and** request removal of the **firearm or** weapon by an authorized law enforcement **official officer**. The Superintendent shall obtain and file a receipt for any **firearm or** weapon removed by a law enforcement **official officer**.

Any student who possesses, uses, or exchanges a **firearm or** weapon in violation of this ~~P~~policy shall be subject to stringent discipline, ~~which may include expulsion.~~ Any student or school employee who suspects or knows of the presence of a **firearm or** weapon in violation of this ~~P~~policy and fails to report the same shall be subject to discipline. **Pursuant to N.J.A.C. 6A:16-6.3(b)**, ~~a~~Any person who possesses a **firearm or** weapon on school premises or school transportation or at a school-sponsored function shall be reported to the appropriate law enforcement agency.

The Board shall immediately remove 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



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of a firearm on school grounds from the school's general education program for a period of not less than one calendar year, in accordance with N.J.A.C. 6A:16-5.5(a) and Policy and Regulation 5611 – Removal of Students for Firearms Offenses.

~~Any student who is convicted or is an adjudicated delinquent for possession of a firearm or who is found to be in possession of a firearm on school property must be immediately removed from the regular education program and provided with an alternative program, pending a hearing before the Board of Education. Students convicted or found to be delinquent for possessing a firearm on school property, on a school bus, or at a school sponsored function or committing a crime while possessing a firearm shall be immediately removed from the regular education program for a period of not less than one calendar year and placed in an alternative education school or program pending a hearing before the Board of Education to remove the student. (Chapters 127 and 128 of 1995, The Zero Tolerance for Guns Act)~~

The Board shall immediately remove a student who commits an assault, as defined under N.J.S.A. 2C:12-1a(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 USC §921, upon a teacher, administrator, other school board employee, district Board of Education member, or another student on school grounds, pursuant to N.J.S.A. 18A:37-2.2 through 2.5, from the school's general education program for a period not exceeding one calendar year, in accordance with N.J.A.C. 6A:16-5.6(a) and (b) and Policy and Regulation 5613 – Removal of Students for Assaults with Weapons Offenses. ~~Any student who commits an assault upon members of the school community with a weapon other than a firearm on school property must be immediately removed from the regular education program and provided with an alternative program, pending a hearing before the Board of Education. (Chapters 127 and 128 of 1995, The Zero Tolerance for Guns Act)~~

Students with disabilities violating the provisions of this Ppolicy shall be **addressed** ~~dealt with~~ in accordance with **the provisions of N.J.A.C. 6A:14-2.8.**

Nothing in this Ppolicy shall be construed to prohibit the reporting of a crime committed by a child with a disability to the appropriate law enforcement or judicial authorities, or to prevent such authorities from exercising their responsibilities with regard to the application of Federal or State law to crimes committed by a child with disabilities.



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The procedures for ~~Any student requiring~~ removal from and return to the general regular education program of a student for firearms offenses and assaults with weapons offenses for the reasons enumerated above shall be removed in accordance with Policy and Regulation No. 5611 – Removal of Students for Firearms Offenses and Policy and Regulation 5613 – Removal of Students for Assaults with Weapons Offenses.

The Superintendent, or designee, shall prepare regulations to implement this Policy for the guidance of school staff in dealing with incidents involving firearms or weapons in the school district.

The school district's reporting requirements to law enforcement officials and the handling of firearms and weapons outlined in this Policy and Regulation 8467 and in accordance with N.J.A.C. 6A:16-3 and N.J.A.C. 6A:16-4 shall be in addition to any reporting and handling requirements included in the current Memorandum of Agreement Between Education and Law Enforcement Officials.

N.J.S.A. 2C:12-1(a)1; 2C:39-1-et seq.; 2C:58-6.1; 2C:58-15
N.J.S.A. 18A:6-1; 18A:37-2.2; 18A:37-2.3; 18A:37-2.4; 18A:37-2.5
N.J.S.A. 23:4-16
N.J.A.C. 6A:14-2.8 et seq.; 6A:16-5.5; 6A:16-5.6; 6A:16-6.3; 6A:16-6.4
Chapters 127 and 128 of 1995, The Zero Tolerance for Guns Act
18 U.S.C. 921
20 U.S.C. 1415

Adopted:



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COMMUNITY

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Volunteer Athletic Coaches and Co-Curricular

Activity Advisors/Assistants

June 24

[See POLICY ALERT Nos. 195 and 233]

9181 VOLUNTEER ATHLETIC COACHES AND CO-CURRICULAR ACTIVITY ADVISORS/ASSISTANTS

The Board of Education recognizes the services of volunteer athletic coaches and co-curricular activity advisors/assistants bring unique skills to the district, enrich the athletic and co-curricular program, assist district coaching and co-curricular staff members in the performance of their duties, and enhance the relationship between the school district and the community. Therefore, the Board authorizes a program for the utilization of volunteer athletic coaches and co-curricular activity advisors/assistants in the district.

For the purposes of this Policy, "volunteer athletic coach and co-curricular activity advisor/assistant" is a person who is not paid by the Board of Education, assisting under the direct supervision of an appropriately certified or licensed school district employee, and provides assistance for the school activity.

The **Superintendent of Schools or designee** _____ will be responsible for the recruitment and screening of volunteer athletic coaches and co-curricular activity advisors/assistants and their assignment. The district is not obligated to utilize the proffered services of a volunteer ~~whose abilities or interests do not serve the needs of the school district~~ as determined by the Superintendent.

These volunteers must be ~~persons of known character, responsibility, and integrity and must~~ be recommended by the Superintendent and approved by the Board of Education prior to assuming any responsibilities.

The **Superintendent or designee** _____ will prepare and promulgate rules of conduct for volunteer athletic coaches and volunteer co-curricular activity advisors/assistants. Each volunteer athletic coach and co-curricular activity advisor/assistant will be given a copy of this Policy.

The following guidelines shall govern the service of a volunteer athletic coach and volunteer co-curricular activity advisor/assistant:

1. Volunteer athletic coaches and volunteer co-curricular activity advisors/assistants may serve only under the direction and **direct immediate** supervision of **an appropriately certified or licensed** a head and/or assistant coach or activity advisor or assistant employed by the Board;



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2. Volunteer athletic coaches and volunteer co-curricular activity advisors/assistants must clearly understand their duties and responsibilities and perform no services outside those duties;
3. Volunteer athletic coaches and volunteer co-curricular activity advisors/assistants serve only in a support capacity and only head or assistant coaches or activity advisors or assistants employed by the Board are responsible for the supervision and instruction provided to students participating in athletic programs or co-curricular activities;
4. Volunteer athletic coaches and volunteer co-curricular activity advisors/assistants shall respect the individuality, dignity, and worth of each student;
5. Volunteer athletic coaches and volunteer co-curricular activity advisors/assistants are not permitted access to student records;
6. Volunteer athletic coaches and volunteer co-curricular activity advisors/assistants must **not disclose** ~~exercise discretion in disclosing~~ any confidential student matters the **volunteer athletic coach** or **volunteer** activity advisor/assistant ~~or assistant employed by the Board~~ becomes aware of as a result of their volunteer responsibilities;
7. Volunteer athletic coaches **and volunteer co-curricular activity advisors/assistants shall** ~~must~~ consult with the **Superintendent or designee** _____ regarding any matters or questions regarding their duties and responsibilities;
8. ~~Volunteer co-curricular activity advisors/assistants must consult with the _____ regarding any matters or questions regarding their duties and responsibilities;~~
89. Volunteer athletic coaches and **volunteer** co-curricular activity advisors/assistants shall receive no financial remuneration from the Board; and



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Volunteer Athletic Coaches and Co-Curricular
Activity Advisors/Assistants

940. Volunteer athletic coaches and volunteer co-curricular activity advisors/assistants may be immediately relieved of their volunteer responsibilities, with or without cause, by the Superintendent with such action to be recommended to the Board by the Superintendent at the next Board mMeeting following relief of duties.

Volunteer athletic coaches and volunteer co-curricular activity advisors/assistants will be screened for tuberculosis in accordance with the current New Jersey Department of Health Guidance for Tuberculosis (TB) Testing in New Jersey Schools.

Volunteer athletic coaches and volunteer co-curricular activity advisors/assistants will be required to participate in all mandated trainings required for their position and any other trainings as required by the Superintendent or designee.

[Optional]

All school volunteer athletic coaches and co-curricular activity advisors/assistants must:

Choose one or more of the following:

- ___ possess a New Jersey substitute teacher credential;
- ___ obtain a criminal history record check to be reimbursed by the Board;
- ___ sign a waiver for workers' compensation if required by the school district's insurance company; **and**
- ___ ~~be provide documentation that a Mantoux test has been administered; and~~
- ___ oOther.
- ___ _____]

N.J.S.A. 18A:6-7.1; 18A:6-7.2

Adopted:



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TEACHING STAFF MEMBERS

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Physical Examination

June 24

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[See POLICY ALERT Nos. 211 and 233]

R 3160 PHYSICAL EXAMINATION

A. Definitions

1. “Employee” or “staff member” means the holder of any full-time or part-time position of employment.
2. “Health history” means the record of a person’s past health events obtained in writing, completed by the individual or their physician.
3. “Health screening” means the use of one or more diagnostic tools to test a person for the presence or precursors of a particular disease.
4. “Physical examination” means the assessment of an individual’s health by a professional licensed to practice medicine or osteopathy, or by an advanced practice nurse or physician assistant. **Physical examination includes specific procedures required by statute as stated in N.J.A.C. 6A:16-2.2.**
5. “Physician assistant” means a health care professional licensed to practice medicine with physician supervision.

B. Physical Examinations – Candidates for Employment Who Have Received a Conditional Offer of Employment

1. Candidates for employment who have received a conditional offer of employment shall be required to undergo a physical examination. The physical examination shall include, but is not limited to, a health history and health screenings to determine whether the candidate is able to perform with reasonable accommodation job-related functions pursuant to P.L. 101-336, Americans with Disabilities Act of 1990 (ADA). The candidate for employment will be provided the Board’s requirements for the physical examination.



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Physical Examination

a. A health history shall include, but is not limited to, the candidate's:

- (1) Past serious illnesses and injuries;
- (2) Current health problems;
- (3) Allergies; and
- (4) A record of immunizations.

b. A health screening shall include, but is not limited to:

- (1) Height;
- (2) Weight;
- (3) Pulse and respiratory rate;
- (4) Hearing screening;
- (5) Blood pressure;
- (6) Vision screening;
- (7) _____;
- (8) _____.

C. Medical Requirements Upon Employment

1. **The Board will follow the current New Jersey Department of Health Guidance for Tuberculosis (TB) Testing in New Jersey Schools.** ~~A Mantoux tuberculosis test shall be given upon employment of all newly hired staff members (full time and part-time), and to all student teachers, school bus drivers on contract with the district, and to contractors or volunteers who have contact with students. Tuberculosis testing is not required for volunteers working with students less than twenty hours per month.~~



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- a. ~~Tuberculosis testing is not required:~~
 - (1) ~~For new staff members, student teachers, and contractors of the school district with a documented negative tuberculosis test result in the last six months or a documented positive tuberculosis test, regardless of when this test was done; or~~
 - (2) ~~For a school district staff member transferring between school districts or from a non-public school within New Jersey with a documented tuberculosis test result upon his/her initial employment by a New Jersey school.~~
 - b. ~~Staff members, student teachers, contractors or volunteers who have contact with students and claim a religious exemption cannot be compelled to submit to tuberculosis testing. In these instances, a symptom assessment must be done (TB-8 Form). If TB-like symptoms are reported, a physician must document that the staff member, student teacher, contractor, or volunteer does not have an active disease.~~
 - (1) ~~The school district shall determine the criteria essential to document a valid religious exemption.~~
 - c. ~~Procedures for the administration of the Mantoux tuberculosis test, interpretation of reactions, follow-up procedures, and reporting shall be conducted in accordance with the guidelines and requirements of the New Jersey Department of Health.~~
2. An individual teaching staff member may provide health-status information, including medications, that may be of value to medical personnel in the event of an emergency requiring treatment. In such instances, the teaching staff member may also choose to share with the Principal and, if desired, with the certified school nurse, information regarding current health status to assure ready access in a medical emergency **pursuant to N.J.A.C. 6A:32-6.3(c).**



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D. Health Records

1. All ~~H~~health records of candidates for employment who have received a conditional offer of employment and of current employees, including computerized records, shall be secured, stored, and maintained separately from other personnel files **in accordance with N.J.A.C. 6A:32-6.3(d).**
2. Health records **shall be the property of the Board and** may be shared only with authorized individuals in accordance with N.J.S.A. 18A:16-5 and **N.J.A.C. 6A:32-6.3(d).**

E. **Teaching Staff Member** ~~Employees~~² Physical Examinations and Medical Updates

1. **Teaching staff member** ~~School~~—employee physicals, examinations, and/or annual medical updates shall not require disclosure of HIV status.

Optional

[F. Comprehensive Fitness for Duty Examination of Candidates for Employment Who Have Received a Conditional Offer of Employment

1. Candidates for employment who have received a conditional offer of employment will also be required to undergo a comprehensive fitness for duty physical examination by a school district approved physician or institution at the Board's expense.
 - a. This pre-employment physical examination shall not be used to determine a candidate's disabilities; and
 - b. This examination shall be used only to determine whether the applicant is able to perform with reasonable accommodation job-related functions pursuant to ADA.
2. The physician or institution completing the examination will be provided the fitness requirements for each position.
3. Comprehensive fitness for duty examinations will be required for all candidates for employment who receive a conditional offer of employment in the following job classifications in the school district:



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- a. _____;
- b. _____;
- c. _____;
- d. _____.]

Optional

[G. Psychological Assessments for Candidates Who Have Received a Conditional Offer of Employment

1. Candidates for employment who have received a conditional offer of employment will be required to undergo a **comprehensive psychological assessment by a school district approved physician or institution at the Board's expense** ~~in accordance with district procedures.~~
2. Psychological assessments will be required for all candidates for employment who receive a conditional offer of employment in the following job classifications in the school district:
 - a. _____;
 - b. _____;
 - c. _____;
 - d. _____.]

Optional

[H. Testing for Usage of Controlled or Dangerous Substances (CDS) for Candidates Who Have Received a Conditional Offer of Employment

1. Candidates for employment who have received a conditional offer of employment will be required to complete testing, conducted at the Board's expense, for the usage of **CDS** ~~controlled dangerous substances as they are defined in N.J.S.A. 2C:35-2.~~



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- a. Candidates will be allowed privacy during specimen collection. Control and accountability of specimens will be maintained with a chain of custody in accordance with accepted practices and as recommended by the approved laboratory. A laboratory approved by the New Jersey Department of Health will be selected by the Board for such testing.
- b. The laboratory will conduct the test in accordance with industry standard practices for testing for **CDS controlled dangerous substances**.
- c. A Medical Review Officer, who **shall be** is a licensed physician, will review the final results of all positive tests to determine if there is a medical explanation for the results. The Medical Review Officer will review the candidate's medical history and may conduct a medical interview with the candidate to determine any relevant factors contributing to the results of the test. The Medical Review Officer will communicate the results of an investigation regarding positive ~~drug~~ tests **for CDS** to the candidate and to the Superintendent.
- d. The ADA prohibits employment discrimination against qualified individuals with disabilities. Persons who use drugs illegally (the use of ~~controlled dangerous substances~~ (CDS) and the illegal use of prescription drugs) are not protected by the ADA.
- e. After a conditional offer of employment, the school district administration and/or the Medical Review Officer may ask the candidate questions concerning **current present CDS** ~~drug~~ or alcohol use; however, information obtained may not be used to exclude an individual with a disability, based on the disability, unless it can be shown that the reason for exclusion meets the following three tests:
 - (1) It must be job-related and cannot be met with reasonable accommodation;



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- (2) It must be consistent with the demonstrated necessity of conducting business; and
 - (3) It must be related to legitimate job criteria.
- f. The school district (shall may) refuse to hire a candidate based upon a test result that indicates the illegal use of ~~a CDS drugs~~ as confirmed by the Medical Review Officer. This action (shall may) be taken even if the candidate claims ~~they~~ ~~he/she~~ recently stopped ~~the illegal use of a CDS illegally using drugs.~~

2. The Superintendent will confer with the Medical Review Officer regarding all positive tests to prevent any ADA violation.

3. Testing for ~~CDS controlled or dangerous substances~~ will be required for all candidates for employment who receive a conditional offer of employment in the following job classifications in the school district:

- a. _____;
- b. _____;
- c. _____;
- d. _____.]

I. Review of Examinations and Assessments

1. The results of ~~a the~~ physical examination ~~or testing~~ of a candidate for employment who has received a conditional offer of employment will be reviewed by the **Superintendent and the school physician and/or the Medical Review Officer**, ~~who, in consultation with the Superintendent, will to determine a the~~ candidate's physical and mental fitness to function with reasonable accommodation in the position for which ~~the candidate~~ ~~he/she~~ has made application. That determination will be made a part of the candidate's application.



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J. Rescinding a Conditional Offer of Employment – Notice to Candidates for Employment Who Receive a Conditional Offer of Employment

1. All candidates for employment who receive a conditional offer of employment shall be informed by the district that:
 - a. An offer of employment by the Superintendent of Schools or designee is conditional upon completion of the Board's required physical examinations, **tests**, and assessments;
 - b. The required examinations, **tests**, and assessments will be used to determine the candidate's ability to perform with reasonable accommodations job-related functions pursuant to ADA; and
 - c. If it is determined upon completing the examination(s), **tests**, or assessment(s) the candidate is unable to perform with reasonable accommodations job-related functions pursuant to the provisions of the ADA, the conditional offer of employment will be rescinded either by the Superintendent if the Board has not yet approved the appointment or by the Board, if the Board had approved the appointment at a Board meeting.

Adopted:



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June 24

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[See POLICY ALERT Nos. 211 and 233]

R 4160 PHYSICAL EXAMINATION

A. Definitions

1. “Employee” or “staff member” means the holder of any full-time or part-time position of employment.
2. “Health history” means the record of a person’s past health events obtained in writing, completed by the individual or their physician.
3. “Health screening” means the use of one or more diagnostic tools to test a person for the presence or precursors of a particular disease.
4. “Physical examination” means the assessment of an individual’s health by a professional licensed to practice medicine or osteopathy, or by an advanced practice nurse or physician assistant. **Physical examination includes specific procedures required by statute as stated in N.J.A.C. 6A:16-2.2.**
5. “Physician assistant” means a health care professional licensed to practice medicine with physician supervision.

B. Physical Examinations – Candidates for Employment Who Have Received a Conditional Offer of Employment

1. Candidates for employment who have received a conditional offer of employment shall be required to undergo a physical examination. The physical examination shall include, but is not limited to, a health history and health screenings to determine whether the candidate is able to perform with reasonable accommodation job-related functions pursuant to P.L. 101-336, Americans with Disabilities Act of 1990 (ADA). The candidate for employment will be provided the Board’s requirements for the physical examination.



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a. A health history shall include, but is not limited to, the candidate's:

- (1) Past serious illnesses and injuries;
- (2) Current health problems;
- (3) Allergies; and
- (4) A record of immunizations.

b. A health screening shall include, but is not limited to:

- (1) Height;
- (2) Weight;
- (3) Pulse and respiratory rate;
- (4) Hearing screening;
- (5) Blood pressure;
- (6) Vision screening;
- (7) _____;
- (8) _____.

C. Medical Requirements Upon Employment

1. **The Board will follow the current New Jersey Department of Health Guidance for Tuberculosis (TB) Testing in New Jersey Schools.** ~~A Mantoux tuberculosis test shall be given upon employment of all newly hired staff members (full time and part-time), and to all student teachers, school bus drivers on contract with the district, and to contractors or volunteers who have contact with students. Tuberculosis testing is not required for volunteers working with students less than twenty hours per month.~~



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a. ~~Tuberculosis testing is not required:~~

- ~~(1) For new staff members, student teachers, and contractors of the school district with a documented negative tuberculosis test result in the last six months or a documented positive tuberculosis test, regardless of when this test was done; or~~
- ~~(2) For a school district staff member transferring between school districts or from a non public school within New Jersey with a documented tuberculosis test result upon his/her initial employment by a New Jersey school.~~

b. ~~Staff members, student teachers, contractors or volunteers who have contact with students and claim a religious exemption cannot be compelled to submit to tuberculosis testing. In these instances, a symptom assessment must be done (TB-8 Form). If TB-like symptoms are reported, a physician must document that the staff member, student teacher, contractor, or volunteer does not have an active disease.~~

- ~~(1) The school district shall determine the criteria essential to document a valid religious exemption.~~

c. ~~Procedures for the administration of the Mantoux tuberculosis test, interpretation of reactions, follow-up procedures, and reporting shall be conducted in accordance with the guidelines and requirements of the New Jersey Department of Health.~~

2. An individual support staff member may provide health-status information, including medications, that may be of value to medical personnel in the event of an emergency requiring treatment. In such instances, the support staff member may also choose to share with the Principal and, if desired, with the certified school nurse, information regarding current health status to assure ready access in a medical emergency **pursuant to N.J.A.C. 6A:32-6.3(c).**



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D. Health Records

1. All ~~H~~health records of candidates for employment who have received a conditional offer of employment and of current employees, including computerized records, shall be secured, stored, and maintained separately from other personnel files **in accordance with N.J.A.C. 6A:32-6.3(d).**
2. Health records **shall be the property of the Board and** may be shared only with authorized individuals in accordance with N.J.S.A. 18A:16-5 **and N.J.A.C. 6A:32-6.3(d).**

E. **Support Staff Member** ~~Employees~~² Physical Examinations and Medical Updates

1. **Support staff member** ~~School-employee~~ physicals, examinations, and/or annual medical updates shall not require disclosure of HIV status.

Optional

[F. Comprehensive Fitness for Duty Examination of Candidates for Employment Who Have Received a Conditional Offer of Employment

1. Candidates for employment who have received a conditional offer of employment will also be required to undergo a comprehensive fitness for duty physical examination by a school district approved physician or institution at the Board's expense.
 - a. This pre-employment physical examination shall not be used to determine a candidate's disabilities; and
 - b. This examination shall be used only to determine whether the applicant is able to perform with reasonable accommodation job-related functions pursuant to ADA.
2. The physician or institution completing the examination will be provided the fitness requirements for each position.
3. Comprehensive fitness for duty examinations will be required for all candidates for employment who receive a conditional offer of employment in the following job classifications in the school district:



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- a. _____;
- b. _____;
- c. _____;
- d. _____.]

Optional

[G. Psychological Assessments for Candidates Who Have Received a Conditional Offer of Employment

1. Candidates for employment who have received a conditional offer of employment will be required to undergo a **comprehensive psychological assessment by a school district approved physician or institution at the Board's expense** ~~in accordance with district procedures.~~
2. Psychological assessments will be required for all candidates for employment who receive a conditional offer of employment in the following job classifications in the school district:
 - a. _____;
 - b. _____;
 - c. _____;
 - d. _____.]

Optional

[H. Testing for Usage of Controlled or Dangerous Substances (CDS) for Candidates Who Have Received a Conditional Offer of Employment

1. Candidates for employment who have received a conditional offer of employment will be required to complete testing, conducted at the Board's expense, for the usage of **CDS controlled dangerous substances** ~~as they are defined in N.J.S.A. 2C:35-2.~~



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- a. Candidates will be allowed privacy during specimen collection. Control and accountability of specimens will be maintained with a chain of custody in accordance with accepted practices and as recommended by the approved laboratory. A laboratory approved by the New Jersey Department of Health will be selected by the Board for such testing.
- b. The laboratory will conduct the test in accordance with industry standard practices for testing for **CDS** ~~controlled dangerous substances~~.
- c. A Medical Review Officer, who ~~shall be~~ is a licensed physician, will review the final results of all positive tests to determine if there is a medical explanation for the results. The Medical Review Officer will review the candidate's medical history and may conduct a medical interview with the candidate to determine any relevant factors contributing to the results of the test. The Medical Review Officer will communicate the results of an investigation regarding positive ~~drug~~ tests **for CDS** to the candidate and to the Superintendent.
- d. The ADA prohibits employment discrimination against qualified individuals with disabilities. Persons who use drugs illegally (the use of ~~controlled dangerous substances~~ (CDS) and the illegal use of prescription drugs) are not protected by the ADA.
- e. After a conditional offer of employment, the school district administration and/or the Medical Review Officer may ask the candidate questions concerning **current present CDS** ~~drug~~ or alcohol use; however, information obtained may not be used to exclude an individual with a disability, based on the disability, unless it can be shown that the reason for exclusion meets the following three tests:
 - (1) It must be job-related and cannot be met with reasonable accommodation;



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- (2) It must be consistent with the demonstrated necessity of conducting business; and
 - (3) It must be related to legitimate job criteria.
- f. The school district (**shall** **may**) refuse to hire a candidate based upon a test result that indicates the illegal use of **a CDS** ~~drugs~~ as confirmed by the Medical Review Officer. This action (**shall** **may**) be taken even if the candidate claims **they** ~~he/she~~ recently stopped **the illegal use of a CDS** ~~illegally using drugs~~.
2. The Superintendent will confer with the Medical Review Officer regarding all positive tests to prevent any ADA violation.
3. Testing for **CDS** ~~controlled or dangerous substances~~ will be required for all candidates for employment who receive a conditional offer of employment in the following job classifications in the school district:
 - a. _____;
 - b. _____;
 - c. _____;
 - d. _____.

I. Review of Examinations and Assessments

1. The results of ~~a the~~ physical examination **or testing** of a candidate for employment who has received a conditional offer of employment will be reviewed by the **Superintendent and the school physician and/or Medical Review Officer**, ~~who, in consultation with the Superintendent, will to determine a the~~ candidate's physical and mental fitness to function with reasonable accommodation in the position for which **the candidate** ~~he/she~~ has made application. That determination will be made a part of the candidate's application.



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J. Rescinding a Conditional Offer of Employment – Notice to Candidates for Employment Who Receive a Conditional Offer of Employment

1. All candidates for employment who receive a conditional offer of employment shall be informed by the district that:
 - a. An offer of employment by the Superintendent of Schools or designee is conditional upon completion of the Board's required physical examinations, **tests**, and assessments;
 - b. The required examinations, **tests**, and assessments will be used to determine the candidate's ability to perform with reasonable accommodations job-related functions pursuant to ADA; and
 - c. If it is determined upon completing the examination(s), **tests**, or assessment(s) the candidate is unable to perform with reasonable accommodations job-related functions pursuant to the provisions of the ADA, the conditional offer of employment will be rescinded either by the Superintendent if the Board has not yet approved the appointment or by the Board, if the Board had approved the appointment at a Board meeting.

Adopted:



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[See POLICY ALERT Nos. 176, 203, 205, 220, 229, and 233]

R 5200 ATTENDANCE

A. Attendance Recording

1. School Register – (N.J.A.C. 6A:32-8.1)

- a. The Board of Education shall carefully and accurately track enrollment and attendance of all students in a manual school register format or in an electronic format of the school district's choosing.
- b. The Commissioner of Education will issue and publish on the **New Jersey Department of Education's (NJDOE)** website guidance for recording student attendance in all public schools of the State operated by district Boards of Education, except adult high schools.
- c. Student attendance shall be recorded in the school register during school hours on each day in session, pursuant to N.J.A.C. 6A:32-8.3. An employee designated by the Superintendent shall keep in the school register, attendance of all students, and shall maintain the attendance records in accordance with N.J.A.C. 6A:32-8 and the guidance **issued by the Commissioner in accordance with** at N.J.A.C. 6A:32-8.1(c) and A.1.b. above.
- d. A student who has been placed on home instruction shall have their attendance status recorded on the regular register for the program in which the student is enrolled. The student shall be marked absent for the period beginning the first day the student is unable to attend school and ending the day before the first instructional day at the student's place of confinement. Absences shall not be recorded for the student while on home instruction, provided the hours of instruction are no less than required by N.J.A.C. 6A:14-4.8 and 4.9 and **N.J.A.C. 6A:16-10.1 and 10.2**. The number of possible days in membership for a student on home instruction shall be the same as for other students in the program in which the student is enrolled.



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- (1) “Days in membership” means the number of school days in session in which a student is enrolled **in accordance with N.J.A.C. 6A:32-2.1**. A student’s membership begins on the first possible day of attendance following enrollment during the school year, notwithstanding the actual day the student was recorded as present for the first time.

2. Day in Session – (N.J.A.C. 6A:32-8.3)

- a. A day in session shall be a day on which the school is scheduled to provide instruction and students are under the guidance and direction of a teacher(s) engaged in the teaching process. A day on which school is closed for reasons such as holidays and teachers’ institutes, or inclement weather not under conditions set forth at N.J.A.C. 6A:32-13, shall not be considered a day in session.
- b. A day in session shall consist of not less than four hours, exclusive of recess and lunch periods, except that one continuous session of two and one-half hours may be considered a full day in Kindergarten.

3. Student Attendance – (N.J.A.C. 6A:32-8.4)

- a. For all State attendance submissions, a student shall be recorded as present, absent, or excused for a State-excused absence, pursuant to N.J.A.C. 6A:32-8.4(e) and A.3.e. below, on every day the school is in session after the student enrolls until the date the student is transferred to another school or officially leaves the school district.
- b. A record of attendance of all students shall be kept in accordance with N.J.A.C. 6A:32-8.1(c) and A.1.b. above. The employee designated by the Superintendent shall keep the attendance records according to N.J.A.C. 6A:32-8 and the guidance issued by the Commissioner in accordance with N.J.A.C. 6A:32-8.1(c) and A.1.b. above.



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- c. A student enrolled in a school shall be recorded in the school register as present if the student participates in instruction or instruction-related activities for at least half a day in session whether the student is physically on school grounds, at an approved off-grounds location, or in a virtual or remote instruction setting, pursuant to N.J.A.C. 6A:32-13.
- d. A student enrolled in a school who is not participating in instruction or instruction-related activities pursuant to N.J.A.C. 6A:32-8.4(c) and A.3.c. above shall be recorded in the school register as absent, unless the student is recorded as a State-excused absence, pursuant to N.J.A.C. 6A:32-8.4(e) and A.3.e. below.
- e. State-excused absences shall be as follows:
 - (1) Religious observance, pursuant to N.J.S.A. 18A:36-14, 15, and 16.
 - (a) The Commissioner, with approval of the State Board of Education, shall annually prescribe a list of religious holidays on which it shall be mandatory to excuse students for religious observance upon the written request signed by the parent or person standing in loco parentis;
 - (2) Participation in observance of Veterans Day, pursuant to N.J.S.A. 18A:36-13.2;
 - (3) Participation in district board of election membership activities, pursuant to N.J.S.A. 18A:36-33;
 - (4) Take Our Children to Work Day;
 - (5) College visit(s), up to three days per school year for students in grades eleven and twelve; ~~and~~



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- (6) Closure of a busing school district that prevents a student from having transportation to the receiving school; and-
- (7) **Attendance at a civic event, one day per school year for students in grades six through twelve, pursuant to N.J.S.A. 18A:36-33.2.**
 - (a) **“Civic event” means an event sponsored by a government entity, a community-based organization, or a nonprofit organization that incorporates elements of service learning whereby students learn and develop through organized service. A civic event shall address an issue of public concern such as community health and safety or environmental, economic, or community well-being in accordance with N.J.S.A. 18A:36-33.1.**
 - (b) **The parent of a student shall provide a signed written notice of an intended excused absence to attend a civic event at least five school days in advance of the intended excused absence and such other documentation as the Superintendent deems necessary to prove that the student meets the requirements for an excused absence pursuant to N.J.S.A. 18A:36-33.2.b.**
- f. For absences that do not meet the criteria at N.J.A.C. 6A:32-8.4(e) and A.3.e. above, the Board may adopt policies that establish locally approved or excused absences consistent with N.J.A.C. 6A:16-7.6 for the purposes of expectations and consequences regarding truancy, student conduct, promotion, retention, and the award of course credit. However, an absence designated as excused by the Board pursuant to N.J.A.C. 6A:16-7.6 shall be considered as an absence in the submission to the State for the purpose of chronic absenteeism reporting, as set forth at N.J.A.C. 6A:32-8.6.



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4. Average Daily Attendance – (N.J.A.C. 6A:32-8.5)

The average daily attendance rate in a district school or program of instruction for a school year shall be the total number of the days present of all enrolled students, divided by the number of days in membership of all enrolled students. The student average daily attendance means the total number of days that a student is present in the school divided by the total possible number of days in session.

5. Absentee and Chronic Absenteeism Rates – (N.J.A.C. 6A:32-8.6)

- a. A student's absentee rate shall be determined by subtracting the student's total number of days present from the student's days in membership and dividing the result by the student's days in membership.

(1) State-excused absences shall not be included in a student's days in membership for purposes of calculating a student's absentee rate.

- b. If a student's absentee rate is equal to or greater than ten percent, the student shall be identified as chronically absent.

- c. Each school with ten percent or more of its enrolled students identified as chronically absent shall develop a corrective action plan to improve absenteeism rates. In accordance with N.J.S.A. 18A:38-25.1, the school will annually review and revise the corrective action plan and present the revisions to the Board, until the percentage of students who are chronically absent is less than ten percent.

B. Unexcused Absences That Count Toward Truancy/Excused Absences for Board Policy

1. Notwithstanding the requirement of reporting student absences in the school register for State and Federal reporting purposes, "excused" and "unexcused" student absences for the purpose of expectations and consequences regarding truancy, student conduct, promotion, retention, and the award of course credit is a Board decision outlined in Policy 5200 – **Attendance** and this Regulation.



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2. N.J.A.C. 6A:16-7.6(a)3 requires the Board of Education policies and procedures contain, at a minimum, a definition of unexcused absence that counts toward truancy, student conduct, promotion, retention, and the award of course credit.
- a. "An unexcused absence that counts toward truancy" is a student's absence from school for a full or a portion of a day for any reason that is not an "excused absence" as defined in B.2.b. below.
- b. "An excused absence" is a student's absence from school for a full day or a portion of a day for the observance of a religious holiday pursuant to N.J.S.A. 18A:36-14 through 16, or any absence for the reasons listed below:

[Select one or more options below

___ The student's illness

___ supported by a written letter from the parent upon student's return to school;

___ supported by notification to the school by the student's parent;

___ The student's required attendance in court;

___ Where appropriate, when consistent with Individualized Education Programs, the Individuals with Disabilities Act, accommodation plans under 29 U.S.C. §§794 and 705(20), and individualized health care plans;

___ The student's suspension from school;

___ Family illness or death

___ supported by a written letter from the parent upon the student's return to school;

___ supported by notification to the school by the student's parent;



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- ___ College visit(s), up to ___ days per school year for students in grades eleven and twelve;
- ___ Interviews with a prospective employer or with an admissions officer of an institution of higher education;
- ___ Examination for a driver's license;
- ___ Necessary and unavoidable medical or dental appointments that cannot be scheduled at a time other than the school day;
- ___ Take Our Children to Work Day;
- ___ Religious observance, pursuant to N.J.S.A. 18A:36-14 through 16;
- ___ Participation in observance of Veterans Day, pursuant to N.J.S.A. 18A:36-13.2;
- ___ Participation in district board of election membership activities, pursuant to N.J.S.A. 18A:36-33;
- ___ **Attendance at a civic event(s), pursuant to N.J.S.A. 18A:36-33.2;**
- ___ Closure of a busing school district that prevents a student from having transportation to the receiving school;
- ___ An absence considered excused by the Commissioner of Education and/or a ~~NJDOE New Jersey Department of Education~~ rule;
- ___ An absence for a reason not listed above, but deemed excused by the Principal upon a written request by the student's parent stating the reason for the absence and requesting permission for the absence to be an excused absence;
- ___ _____;
- ___ _____.



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[Optional

3. “Unexcused tardiness” may constitute an unexcused absence that counts toward truancy in accordance with Policy 5240 – **Tardiness.**]

C. Notice to School of a Student’s Absence

1. The parent or adult student shall notify the school office before the school day when the student will not be in school. **However, notice for attendance at a civic event shall be provided in accordance with the procedure set forth in N.J.S.A. 18A:36-33.2.b. and A.3.e.(7)(b) above.**
2. The parent of the student or an adult student who will attend the morning session, but will not attend the afternoon session shall provide notice to the school office before the start of the afternoon session.
3. The parent of a student or an adult student shall notify the school office of a future absence if the absence is foreseeable.
4. In accordance with N.J.S.A. 18A:36-25.6, if a student is determined to be absent from school without valid excuse, and if the reason for the student’s absence is unknown to school personnel, the Principal or designee shall immediately attempt to contact the student’s parent to notify the parent of the absence and determine the reason for the absence.

D. Readmission to School After an Absence

1. A student returning from an absence of _____ **consecutive school days** ~~any length of time~~ (may will) **be required to** ~~must~~ provide a written statement to the Principal or designee that is dated and signed by the parent or adult student listing the reason for the absence.
2. A student who has been absent by reason of having or being suspected of having a communicable disease may be required to present to the school nurse written evidence of being free of a communicable disease.



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3. The Superintendent of Schools or designee may require a student who has been absent from school due to a suspension or other reason concerning the student's conduct to receive a medical examination by a physician regarding the student's physical and/or mental fitness to return to school.
 - a. The Superintendent or designee will notify the student's parent of the specific requirements of the medical examination prior to the student's return to school.

E. Instruction

1. Teachers will cooperate in the preparation of home assignments for students who anticipate an absence of _____ school days duration.
2. Students absent for any reason are expected to make up the work missed. The parent or student is responsible for requesting missed assignments and any assistance required. Teachers will provide make-up assignments as necessary.
3. In general, students will be allowed a reasonable amount of time as determined by the teacher to make up the work missed.
4. A student who missed a test or an exam shall be offered an opportunity to take the test, exam, or an appropriate alternate test.
5. A student who anticipates an absence due to a temporary or chronic health condition may be eligible for home instruction in accordance with Policy 2412 – **Home Instruction Due to Health Condition**. The parent must request home instruction.

F. Denial of Course Credit

1. The teacher will determine the credit to be awarded a student for make-up work. Where class participation is a factor in the learning process, the teacher may consider a student's absence in determining a final grade, except absences for the observance of a religious holiday or absence for a student's suspension from school will not adversely affect the student's grade. The teacher may record an incomplete grade for a student who has not had a full opportunity to make up missed work.



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[Optional]

2. A secondary student may be dropped from a course or denied course credit when the secondary student has been absent from _____ (number, fraction, or percentage) or more of the class sessions, whatever the reason for the absence, except that absences for the observance of a religious holiday, absences for those excused in accordance with the reporting requirements of the school register, or absences caused by a student's suspension will not count toward the total.

Options – District may select one or more of the options below if 2. above is selected.

- _____ Exceptions to this rule may be made for students who have demonstrated to the teacher through completion of make-up assignments that they have mastered the proficiencies established for the course of study.
- _____ A secondary student who has been dropped from a course of study may be assigned to an alternate program.
- _____ A secondary student denied course credit after completing the course will be permitted to attend a credit completion session to regain the denied credit, provided the student has not been absent from the class more than _____ times.]

[Optional]

3. An elementary student may be retained at grade level, in accordance with Policy 5410 – **Promotion and Retention**, when the student has been absent _____ (number, fraction, or percentage) or more school days, whatever the reason for the absence, except that absences for the observance of a religious holiday, absences for those excused in accordance with the reporting requirements of the school register, and absences due to student's suspension will not count toward the total.



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Option – District may select the option below if 3. above is selected.

— Exceptions to this rule may be made for students who have demonstrated through completion of home assignments and/or home instruction that they have mastered the proficiencies established for the assigned courses of study.]

G. School District Response To Unexcused Absences During the School Year That Count Toward Truancy – (N.J.A.C. 6A:16-7.6(a)4.)

1. For up to four cumulative unexcused absences that count toward truancy, the Principal or designee shall:
 - a. Make a reasonable attempt to notify the student's parents of each unexcused absence prior to the start of the following school day;
 - b. Make a reasonable attempt to determine the cause of the unexcused absence, including through contact with the student's parent(s);
 - c. Identify, in consultation with the student's parents, needed action designed to address patterns of unexcused absences, if any, and to have the child return to school and maintain regular attendance;
 - d. Proceed in accordance with the provisions of N.J.S.A. 9:6-1 et seq. and N.J.A.C. 6A:16-11, if a potential missing or abused child situation is detected; and
 - e. Cooperate with law enforcement and other authorities and agencies, as appropriate;
2. For between five and nine cumulative unexcused absences that count toward truancy, the Principal or designee shall:
 - a. Make a reasonable attempt to notify the student's parent(s) of each unexcused absence prior to the start of the following school day;



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- b. Make a reasonable attempt to determine the cause of the unexcused absence, including through contact with the student's parent(s);
- c. Evaluate the appropriateness of action taken pursuant to N.J.A.C. 6A:16-7.6(a)4.i.(3) and G.1.c. above;
- d. Develop an action plan to establish outcomes based upon the student's patterns of unexcused absences and to specify the interventions for supporting the student's return to school and regular attendance, which may include any or all of the following:
 - (1) Refer or consult with the building's Intervention and Referral Services Team, pursuant to N.J.A.C. 6A:16-8;
 - (2) Conduct testing, assessments, or evaluations of the student's academic, behavioral, and health needs;
 - (3) Consider an alternate educational placement;
 - (4) Make a referral to or coordinate with a community-based social and health provider agency or other community resource;
 - (5) Refer to a court or court program pursuant to N.J.A.C. 6A:16-7.6(a)4.iv. and G.4. below;
 - (6) Proceed in accordance with N.J.S.A. 9:6-1 et seq. and N.J.A.C. 6A:16-11, if a potential missing or abused child situation is detected; and
 - (7) Engage the student's family.
- e. Cooperate with law enforcement and other authorities and agencies, as appropriate.



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3. For cumulative unexcused absences of ten or more that count toward truancy, a student between the ages of six and sixteen is truant, pursuant to N.J.S.A. 18A:38-25, and the Principal or designee shall:
 - a. Make a determination regarding the need for a court referral for the truancy, per N.J.A.C. 6A:16-7.6(a)4.iv. and G.4. below;
 - b. Continue to consult with the parent and the involved agencies to support the student's return to school and regular attendance;
 - c. Cooperate with law enforcement and other authorities and agencies, as appropriate; and
 - d. Proceed in accordance with N.J.S.A. 18A:38-28 through 31, Article 3B, Compelling Attendance at School, and other applicable State and Federal statutes, as required; and
4. A court referral may be made as follows:
 - a. When unexcused absences that count toward truancy are determined by school officials to be violations of the compulsory education law, pursuant to N.J.S.A. 18A:38-25, and the Board's of Education's policies, in accordance with N.J.A.C. 6A:16-7.6(a), the parent may be referred to Municipal Court;
 - (1) A written report of the actions the school has taken regarding the student's attendance shall be forwarded to the Municipal Court; or
 - b. When there is evidence of a juvenile-family crisis, pursuant to N.J.S.A. 2A:4A-22.g., the student may be referred to Superior Court, Chancery Division, Family Part;
 - (1) A written report of the actions the school has taken regarding the student's attendance shall be forwarded to the Juvenile-Family Crisis Intervention Unit.



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5. For a student with a disability, the attendance plan and its punitive and remedial procedures shall be applied, where applicable, in accordance with the student's Individual Education Program (IEP), pursuant to 20 U.S.C. §§1400 et seq., the Individuals with Disabilities Education Act; the procedural protections set forth in N.J.A.C. 6A:14; accommodation plan under 29 U.S.C. §§794 and 705(20); and individualized healthcare plan and individualized emergency healthcare plan, pursuant to N.J.A.C. 6A:16-2.3(b)3.xii.
 6. All receiving schools pursuant to N.J.A.C. 6A:14-7.1(a), shall act in accordance with N.J.A.C. 6A:16-7.6(a)4.i. and G.1. above for each student with up to four cumulative unexcused absences that count toward truancy.
 - a. For each student attending a receiving school with five or more cumulative unexcused absences that count toward truancy, the absences shall be reported to the sending school district.
 - (1) The sending school district shall proceed in accordance with the Board's of Education's policies and procedures pursuant to N.J.A.C. 6A:16-7.6(a) and the provisions of N.J.A.C. 6A:16-7.6(a)4.ii. through iv. and G.2. through G.4. above and N.J.A.C. 6A:16-7.6(b) and G.5. above, as appropriate.
- H. Discipline
1. Students may be denied participation in co-curricular activities and/or athletic competition if the Board establishes attendance standards for participation.
 2. No student who is absent from school for observance of a religious holiday may be deprived of any award or of eligibility for or opportunity to compete for any award because of the absence.



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I. Recording Attendance

1. Teachers must accurately record the students present, tardy, or absent each day in each session or each class. Attendance records must also record students' attendance at out-of-school curricular events such as field trips.
2. A record shall be maintained of each excused absence and each unexcused absence that counts toward truancy as defined in Policy 5200 – **Attendance** and this Regulation.
3. A student's absence for observance of a religious holiday will not be recorded as such on any transcript or application or employment form.

J. Appeal

1. Students may be subject to appropriate discipline for their school attendance record.
2. A **parent of a student or an adult student** who has been retained at grade level for excessive absences may appeal that action in accordance with Policy 5410 – **Promotion and Retention**.
3. A **parent of a student or an adult student** who has been dropped from a course and/or denied course credit for excessive absences may appeal that action in accordance with the following procedures:
 - a. ~~The student shall file~~ A written appeal **shall be filed with** the Principal or designee within five school days of receiving notice of the action. The appeal should state the reasons for each absence, any documentation that may support reducing the number of absences for the purposes of course credit, and reasons why the student should either continue to be enrolled in the course or receive course credit for a class the student completed.
 - b. The Principal or designee will respond in writing no later than seven school days after receiving the **written student's** appeal.



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- c. If the **parent or adult** student is not satisfied, the **parent or adult** student may submit a written request to the Principal for consideration by an Attendance Review Committee.
- d. **In response to** ~~On a student's~~ request for consideration by an Attendance Review Committee, the Principal shall convene an Attendance Review Committee. The Attendance Review Committee shall meet informally to hear the ~~student's~~ appeal. The student's parent, **the student**, and teacher(s) may attend the meeting.
- e. The Attendance Review Committee shall decide the appeal and inform the **parent and** student in writing within seven school days of the meeting.
- f. The **parent or adult** student may appeal an adverse decision of the Attendance Review Committee to the Superintendent, the Board of ~~Education~~, and the Commissioner of ~~Education~~ in accordance with Policy 5710 – Student Grievance and N.J.S.A. 18A. An appeal to the Attendance Review Committee shall be considered to have exhausted the first two steps of the grievance procedure outlined in Policy 5710.

K. Attendance Records

- 1. Attendance records for the school district and each school will be maintained and attendance rates will be calculated as required by the ~~NJDOE New Jersey Department of Education~~. The school district will comply with all attendance requirements and any improvement plans as required by the ~~NJDOE Department of Education~~.

Adopted:



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Firearms and Weapons
June 24
M

[See **POLICY ALERT No. 233**]

R 8467 **FIREARMS AND WEAPONS**

A. Definitions – N.J.A.C. 6A:16-1.3

1. “Weapon” means 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).
2. “Firearm” means items enumerated in N.J.S.A. 2C:39-1(f) and 18 USC §921.
3. “School grounds” means and includes land, portions of land, structures, buildings, and vehicles, when used for the provision of academic or extracurricular programs sponsored by the school district or community provider. School grounds also includes school buses, school-sponsored functions, structures that support the buildings, such as school district wastewater treatment facilities; generating facilities; and other central service facilities including, but not limited to, kitchens and maintenance shops. School grounds also includes other facilities as defined in N.J.A.C. 6A:26-1.2, playgrounds, and recreational places owned by municipalities, private entities, or other individuals during times when the school district has exclusive use of a portion of the land.

B. Reporting to Law Enforcement – N.J.A.C. 6A:16-6.3

1. Whenever a school employee develops reason to believe a firearm, as defined in N.J.S.A. 2C:39-1(f) and 18 USC §921, or other deadly weapon, whether 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 USC §921, has unlawfully been brought onto school grounds or a student or other person is in unlawful possession of a firearm or other deadly weapon on or off school grounds, or a student or other person has committed an offense with or while in possession of a firearm on or off school grounds or during school operating hours, the matter shall be reported as soon as possible to the Principal or designee, or in the absence of the Principal or designee, to the staff member responsible at the time of the alleged violation.



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- a. Either the Principal or designee or the responsible staff member shall notify the Superintendent, who in turn shall notify as soon as possible the county prosecutor or other law enforcement official designated by the county prosecutor to receive such information.
- b. The Superintendent or designee shall provide to the county prosecutor or designee all known information concerning the matter, including the identity of the student or staff member involved.
- c. All incidents shall be reported under N.J.A.C. 6A:16-6.3 utilizing the Student Safety Data System, pursuant to N.J.A.C. 6A:16-5.3(e)1, where appropriate.

C. Handling of Firearms and Dangerous Weapons – N.J.A.C. 6A:16-6.4

1. In accordance with N.J.A.C. 6A:16-6.4(b), whenever a school employee seizes or comes upon a firearm or dangerous weapon, school officials shall:
 - a. In the case of a firearm, immediately advise the county prosecutor or appropriate law enforcement official, and secure the firearm pending the response by law enforcement to retrieve and take custody of the firearm; and
 - b. In the case of a dangerous weapon other than a firearm, immediately advise the county prosecutor or appropriate law enforcement official, and secure the dangerous weapon pending the response by law enforcement to retrieve and take custody of the dangerous weapon.
2. School employees in custody of a firearm or dangerous weapon shall take reasonable precautions, according to Board procedures, to prevent the theft, destruction, or unlawful use of the firearm or dangerous weapon by any person, pursuant to N.J.A.C. 6A:16-6.4(c).



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- a. The Principal shall place the firearm or dangerous weapon in a secure and locked location.
 - b. In the event any person other than the Principal is permitted access to the firearm or dangerous weapon prior to its retrieval by a law enforcement official, that person shall enter their name and signature on the record along with the time and date of inspection and the reason for the access. Access to the firearm or dangerous weapon will be permitted only in the presence of the Principal.
 - c. The law enforcement official who takes custody of the firearm or dangerous weapon shall be required to sign and date the record to indicate their receipt of the firearm or dangerous weapon.
3. The Principal shall provide to the law enforcement official who takes custody of the firearm or dangerous weapon:
- a. All information concerning the manner in which the firearm or dangerous weapon was confiscated;
 - b. The identity of all persons who had custody of the firearm or dangerous weapon following its confiscation; and
 - c. The identity of any student or staff member believed to have been in possession of the firearm or dangerous weapon.
4. Any person employed or engaged in a school or educational institution may, within the scope of their employment, use and apply such amounts of force as is reasonable or necessary to obtain possession of weapons or other dangerous objects upon the person or within the control of a student, pursuant to N.J.S.A. 18A:6-1.

Adopted Issued:



BRADLEY BEACH BOARD OF EDUCATION

2024 - 2025 Board Action Plans

Goal 1: Policy - Continue a plan for policy and regulation review
 To establish a schedule to ensure our policies are congruent with our practices.
 To provide opportunities for all Board members to become familiar with Board policies

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

BRADLEY BEACH BOARD OF EDUCATION

2024 – 2025 Board Goal Action Plan

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

Major Activities	Board/staff	Resources	Timelines	Indicators of Success
Community groups invited to school events or activities	Administration BOE members Staff	List of activities and events where community can attend: e.g.: concerts, Open House, invited speakers, garden club, shade tree, seniors, etc.	Ongoing	Photos and documentation of attendance on various media outlets and Superintendent's Report
Students and BOE members at Community events	Administration BOE members Staff	Student participation in various community events, (senior center, shade tree, BBBCA, Food Pantry, etc.)	Ongoing	Photos and documentation of attendance on social media and Superintendent's Report
Ad hoc committee identify issues and trends affecting the district	M. Heidelberg Ad Hoc committee	Ad Hoc committee meetings	ongoing	Consensus responses to anticipated issues and trends
Various Board members act as Liaisons with community groups	BOE members	Community group meetings BOE member volunteers	ongoing	Liaison reports under New business on BOE minutes

BRADLEY BEACH BOARD OF EDUCATION

2024 – 2025 Board Goal Action Plan

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

Major Activities	Board/staff	Resources	Timelines	Indicators of Success
Present professional development sessions for Board members on the function, roles and responsibilities of each committee, as needed or requested	Committee chairs and administrative liaisons	Time at BOE or committee meetings, NJSBA staff	Ongoing	Minutes from BOE and/or committee meetings
Continue to share committee minutes in a timely fashion	Committee chairs	Agendas	Ongoing	Minutes from committee meetings
Provide time and opportunity for orienting and updating our members on local, county, state and federal levels.	BOE Liaison to county and state organizations BOE President	County meetings Delegate assembly	Ongoing	Minutes from President's report and County and state delegate.

Bradley Beach District Goals 2024 - 2025



GOAL 1: STUDENT EXPERIENCE

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

MAJOR ACTIVITIES:

1. Strengthen High School Readiness Programs:
 - o Action Steps:
 - Expand the AVID program to include Grade 8 and incorporate high school-focused activities.
 - Provide additional school-based professional development for middle school teachers to enhance program implementation.
 - Provide staff with training about how to further engage families in the high school application process. *Module 10*
 - o **Persons Responsible:** Superintendent/Principal, Director of Curriculum and Instruction, School Counselor, AVID teacher, all teachers
 - o **Resources:** AVID Curriculum, Training Materials, Professional Development, Funding
 - o **Timeline:** Program expansion and implementation: Fall 2024; Monitoring and feedback: Throughout 2024-25
2. Align Curriculum Guides to new NJSLs and Enhance Standards Based Report Cards and Health Education:
 - o Action Steps:

- Revise curriculum documents for ELA and Math to reflect the new NJSLs
 - Develop companion guides for ELA and Math to accompany other subject area curriculum documents
 - Provide professional development for staff on new NJSLs and updated curriculum documents to enhance implementation
 - Implement Active Learning Strategies in Health Education for elementary classroom teachers (Related Area from Survey: Active learning strategies were fully in place in Module 2 but can be further enhanced to non Health teachers. Module 2)
 - Refine and evaluate the standards-based report card template developed in Year 1, focused on new standards
 - Provide ongoing workshops for parents to further their understanding of the report cards.
 - **Persons Responsible:** Director of Curriculum, Teachers, Superintendent/Principal
 - **Resources:** Templates, Training Materials, Communication Materials, Assessment Tools
 - **Timeline:** Ongoing monitoring and feedback collection
3. **Enhance Bi-literacy Programs:**
- **Action Steps:**
 - If feasible, launch Pre-K DL program
 - Continue refining MLL strategies and resources for all staff.
 - Provide ongoing training on Sheltered Instruction strategies, and observe implementation in classrooms
 - Support Middle School Biliteracy Attainment Award
 - **Persons Responsible:** Superintendent/Principal, Director of Curriculum and Instruction, Teaching Staff
 - **Resources:** Pre-K DL Instruction Materials, Professional Development, Funding
 - **Timeline:** Ongoing resource refinement and teacher training
4. **Science/STEAM:**
- **Action Steps:**
 - Implement spring assessment preparation cycles for Science.
 - Deep dive into any released evidence statements or other data to provide increased professional development on weakest standards.
 - Perform an audit of existing instructional programs, assessments, and resources. If warranted as per audit, identify and pilot comprehensive, NJSLs-aligned program(s).
 - Provide professional development on science-related instructional practices.
 - Utilize Professional Learning Communities to review best practices and analyze data to drive instructional methods
 - **Persons Responsible:** Director of Curriculum, Teachers, Superintendent/Principal

- **Resources:** TBD by released evidence statements, etc.
 - **Timeline:** Ongoing
5. **Phonics**
- **Action Steps:**
 - Obtain necessary approvals and funding from the school board and other stakeholders.
 - Purchase required Phonics program and training materials.
 - Train teachers in Grades K-2 on strategies and methodologies.
 - Launch new Phonics program in grades k-2, ensuring alignment with updated ELA curriculum and school goals.
 - Monitor progress and gather feedback for continuous improvement.
 - **Persons Responsible:** Director of Curriculum, Teachers, Superintendent/Principal
 - **Resources:** Budget for Phonics Program, PD
 - **Timeline:** Fall 2024 Implementation
6. **Increase District Capacity to Maintain Special Education Students in Least Restrictive Environment**
- **Action Steps:**
 - Identify and establish programming and services needed to meet the diverse needs of Special Education students in Bradley Beach
 - Secure the resources (staffing/schedule/materials) required for the special education programming identified
 - Implement the professional development identified to meet the special education programming needs
 - Evaluate the special education programming effectiveness and adjust as needed
 - **Persons Responsible:** Director of Special Services, Teachers, Superintendent/Principal
 - **Resources:** CST, Staff, Budget, Professional Development Time/resources, Needs Assessment, Evaluation Data
 - **Timeline:** Program/Service Implementation: Fall 2024; professional development on-going in 24-25 SY

GOAL 2: SECURITY, FACILITIES, AND FINANCE

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

MAJOR ACTIVITIES:

1. **Investigate Possible Funding for Major Facilities Projects:**
 - **Action Steps:**
 - Plan priority projects based on the Master Plan developed in Year 1.

- Coordinate with financial consultants and architects to implement approved projects.
- **Persons Responsible:** Superintendent/Principal, BA, Custodial Staff, Financial Consultants, Architects
- **Resources:** Master Plan, Funding, Architectural Plans
- **Timeline:** Project implementation: 2024-25
- 2. **Maintain a Balanced Budget:**
 - **Action Steps:**
 - Continually review and adjust the budget to prioritize student needs and cost-saving measures.
 - **Persons Responsible:** Superintendent/Principal, BA
 - **Resources:** Budget Documents, Financial Reports, Student Data
 - **Timeline:** Ongoing budget review and adjustments
- 3. **Develop an Updated Custodial Checklist Focused on Health and Safety**
 - **Action Steps:**
 - Review and update the existing custodial checklist to include health and safety protocols.
 - Incorporate best practices for maintaining a clean and safe school environment.
 - Provide training for custodial staff on the updated checklist and health and safety standards.
 - Conduct regular audits to ensure compliance with the updated checklist.
 - **Persons Responsible:** Superintendent/Principal, BA, Custodial Staff
 - **Resources:** Updated Checklist, Training Materials, Audit Tools.
 - **Timeline:** Checklist review and update: Summer 2024; Training: Start of school year; Regular audits: Quarterly.

GOAL 3: PARENT AND COMMUNITY ENGAGEMENT

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

MAJOR ACTIVITIES:

1. **Enhance Parent Workshops:**
 - **Action Steps:**
 - Develop new topics for workshops based on the previous year's feedback.
 - Schedule workshops and promote them through school and community channels.
 - Increase School Health Updates for Families by scheduling and promoting health-related workshops for parents (*Related Area from Survey: School health updates for families scored low in Module 10*)
 - **Persons Responsible:** Teachers, Administrators, Guest Speakers, Home School Liaison, Guidance Counselor

- **Resources:** Workshop Materials, Communication Tools
- **Timeline:** One workshop per marking period
- 2. **Strengthen Communication and Event Promotion:**
 - **Action Steps:**
 - Collaborate with town officials to enhance school event visibility.
 - Create and distribute an event calendar and promote events via multiple channels.
 - **Persons Responsible:** Administrators, Teachers, Home School Liaison, Stipend Position
 - **Resources:** Event Calendar, Communication Tools, Town Communication Channels
 - **Timeline:** Calendar creation and promotion: Ongoing

GOAL 4: COMMUNICATION

Consistently communicate school happenings and celebrate achievements with the community.

MAJOR ACTIVITIES:

1. **Distribute Community Blasts:**
 - **Action Steps:**
 - Gather school updates and design community blasts in an engaging format.
 - Distribute the blasts and gather feedback for continuous improvement.
 - **Persons Responsible:** Administrators, Possible Stipend Position, Home School Liaison
 - **Resources:** Communication Tools, Updates, Distribution Channels, Management Software
 - **Timeline:** Distribution and feedback gathering
 - **Persons Responsible:** Administrators, Teachers, Parents, IT Coordinator
 - **Resources:** Communication Apps, Training Materials, Implementation Support
 - **Timeline:** App rollout and training: 2024-25

GOAL 5: STUDENT AND STAFF WELLNESS

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

MAJOR ACTIVITIES:

1. Implement Enhanced Counseling Services:

- **Action Steps:**
 - Refine and expand small group counseling sessions based on previous feedback.
 - Create formal counseling referral process (*Module 6*)
 - Provide ongoing training for counselors to enhance session impact.
- **Persons Responsible:** Guidance Counselor, Administrators, Teachers
- **Resources:** Counseling Session Materials, Training Materials, Feedback Tools, Data Analysis Tools
- **Timeline:** Refinement and implementation: Throughout 2024-25

2. Strengthen Student and Staff Wellness Programs:

- **Action Steps:**
 - Review and update wellness programs for students and staff based on previous year's data.
 - Provide ongoing professional development for teachers and staff on health and wellness topics (*Professional development in health education and wellness scored low in Module 2 and Module 3*)
 - Provide classroom teachers with evidence-based best practices to incorporate physical activity and movement within the instructional periods. (*Physical health education and wellness scored low in Module 3*)
 - Work with BBEA to provide healthier drink &/or food options for staff in the faculty room. (*Module 9*)
 - Increase the frequency of updates (e.g., school newsletter, school or district website, parent meetings) to families on issues related to all aspects of student health (i.e., nutrition, physical activity, chronic health condition management, social and emotional wellbeing)
 - Schedule programs and gather feedback for continuous improvement.
- **Persons Responsible:** Administrators, Wellness Program Providers, Teachers
- **Resources:** Wellness Program Materials, Scheduling Tools
- **Timeline:** Program introduction and monitoring: Ongoing



***A Uniform State
Memorandum of Agreement
Between Education
and
Law Enforcement Officials
2023 Revisions****

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

*This document is a revision of the 1988, 1992, 1999, 2007, 2011, 2015, and 2019 versions of the State Memorandum of Agreement approved by the Attorney General and the Commissioner of Education and which is required in *N.J.A.C. 6A:16-6.2(b)13* through 14.

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

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Article 1. Preface

1.1. The Predecessor Agreements

In 1988, the Department of Law & Public Safety and the Department of Education issued a model agreement for use by local law enforcement and education officials. These agreements were eventually signed in communities across the state and documented the commitment by both professional communities to work together as co-equal partners to address the state's alcohol and other drug problems as they relate to school-age children. Regulations promulgated by the State Board of Education and codified at *N.J.A.C. 6A:16-6.2(b)*13 through 14 establish uniform statewide policies and procedures for ensuring cooperation between education officials and law enforcement agencies; these policies and procedures are consistent with and complementary to the Uniform State Memorandum of Agreement Between Education and Law Enforcement Officials (Agreement) approved by the Attorney General and the Commissioner of Education. As needed, a working group, composed of educators and law enforcement officials, convenes to revise this agreement to reflect the current policies and procedures supported by statute and regulation, as well as Department of Education and the Office of the Attorney General guidelines. In 2019, the working group focused on how a student's school-based arrest and subsequent court involvement may impact them. In response, the revisions reorganized and reframed the Agreement to 1) clarify the difference between mandatory and non-mandatory reports to law enforcement and 2) acknowledge the collaborative efforts of schools and law enforcement and highlight the necessity of these relationships.

1.2. 2023 Revisions

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

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

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

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

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

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

1.3. Nature of the Problem

The 1988, 1992, 1999, 2007, 2011, 2015, and 2019 issues of the Agreement have been designed to ensure cooperation between law enforcement and education officials and ultimately to protect the educational environment. The undersigned parties hereby recognize the need to update the Agreement and to reaffirm the commitment to work together as equal partners in addressing evolving problems and emergencies of mutual concern. While schools are generally safe places for students and staff members, a wide range of offenses are occasionally committed on school grounds¹. It is understood and agreed that the commission of certain offenses on school grounds, whether directed at students, school employees, or school grounds, not only undermines the educational environment, but can directly endanger the safety and well-being of members of the school community and thus requires an appropriate and decisive response.

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

It is further understood and agreed that there is a demonstrable need for law enforcement and education officials to cooperate and to share information, as appropriate, to address acts of violence or potential acts of violence by students that may occur off school grounds or at times other than during regular school hours, and that may involve victims or potential victims that are not members of the school community. Experience has shown that violent acts committed by youth off school grounds can have serious deleterious effects upon the school community, just as acts of violence committed on school grounds can lead to further violence or retaliation at other places.

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

There are other types of incidents that school officials are not required to, but may voluntarily, report to law enforcement. Certain categories of conduct that school officials may voluntarily report are outlined in Article 4. For non-mandatory reports to law enforcement (i.e., voluntary), school officials are **encouraged** to refer to the school's code of student conduct and provide a continuum of actions designed to remediate and, where necessary or required by law, to impose sanctions, considering the developmental ages of the student and their history of inappropriate behavior. While the majority of incidents will not rise to the level of a mandatory report and may be addressed solely by school officials, schools are encouraged to consult with law enforcement for any offense that they believe may warrant action outside of school, or should be brought to the attention of law enforcement. Both school officials and law enforcement should be aware that a school's voluntary report of student misconduct to law enforcement may not always result in a law enforcement response, investigation, or arrest. If law enforcement deems that action is necessary, law enforcement should embrace the use of stationhouse adjustments (see Article 4.2) as an alternative to filing a formal complaint, when appropriate.

1.4. Reasons for Special Concern

The parties to this Agreement are aware of and remain concerned by events that have occurred throughout the nation involving violence committed by youth and violence committed on youth by outsiders. The parties further recognize that no school is immune from the disruptive influence of alcohol and other drug abuse and distribution, vandalism, and violence. It is not our intention to cause undue alarm or to overstate the nature or magnitude of the problem. Nor is it our intention in any way to jeopardize the rights of students. To the contrary, we wish to emphasize that our goal is to safeguard the essential right of all students and school employees to enjoy the benefits of a school environment which is conducive to education and which is free of the disruptive influence of crime, violence, intimidation and fear.

Accordingly, the parties to this Agreement recognize the need to have in place policies and procedures to appropriately and decisively manage these inherently dangerous and disruptive situations. It is our hope and expectation that by developing and publicizing the existence of clear policies, we can discourage the commission of serious offenses on school grounds and thereby protect the safety and welfare of all members of the school community.

1.5 Obligation to Enforce This Agreement Without Discrimination

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

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

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

Article 2. Liaisons; Law Enforcement Units

2.1. Liaisons

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

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

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

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

2.1.1. Benefit of Law Enforcement Liaisons

It is understood that law enforcement officials have access to confidential information that may document that a juvenile offender has previously committed acts of delinquency outside of school grounds and about which school officials may therefore be unaware

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

2.2. Consultation and Information Sharing

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

- a. The rules and regulations promulgated by the State Board of Education and codified at *N.J.A.C. 6A:16-6*, Law Enforcement Operations for Alcohol, Other Drugs, Weapons and Safety and *N.J.A.C. 6A:16-5*, School Safety and Security, as appropriate;
- b. The Comprehensive Drug Reform Act, focusing especially on those provisions affecting juveniles or that are designed to protect children and to displace drug trafficking activities from areas adjacent to schools;
- c. The United States Supreme Court decision in *New Jersey v. T.L.O.* and the *New Jersey School Search Policy Manual*;
- d. Federal and state laws and regulations on the confidentiality of alcohol and drug counseling and treatment;
- e. The warning signs of which school staff members should be aware that indicate a student may be abusing chemical substances or is at risk of committing an act of violence involving firearms or other deadly weapons;
- f. The scope and nature of the problem concerning firearms and other dangerous weapons on school grounds; and
- g. Training needs to support school safety and security and the effective implementation of the Agreement, including the exchange of information regarding the practices of the school district and law enforcement agencies, pursuant to *N.J.A.C. 6A:16-6.2(b)12*.

2.3. Safe Schools Resource Officers

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

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

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

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

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

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

2.4. Creation of Law Enforcement Units

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

Pursuant to FERPA, if a school district designates one or more law enforcement units for the district, the records maintained by those units are not deemed to be student records or educational records [20 U.S.C. 1232g(a)(4)(B)(ii)] and may be voluntarily turned over to law enforcement without a subpoena.

The term “law enforcement unit” means any individual, office, department, division or other component of an educational agency or institution, such as a school administrator or a unit of commissioned police officers or non-commissioned security guards, that is officially authorized or designated by that agency or institution to enforce any local, State or Federal law, or refer to appropriate authorities a matter for enforcement of any local, State or Federal law against any individual or organization other than the agency or institution itself; or maintain the physical security and safety of the agency or institution. [34 C.F.R. 99.8(a)(1)]. The law enforcement unit may be only one person and does not have to be a law enforcement officer.

Schools should refer to Article 8 of this agreement for details on designation of school records and law enforcement records and may need to seek advice of school counsel to determine whether further agreements or guidance are required and for matters requiring a subpoena.

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

3.1. Mandatory Report Offenses Summary

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

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

- Whenever any school employee has reason to believe a student is in unlawful possession of a controlled dangerous substance, related paraphernalia, cannabis², or is involved or implicated in distribution activities regarding controlled dangerous substances or cannabis, pursuant to *N.J.A.C. 6A:16-6.3* (Article 3.2);
- Whenever any school employee in the course of his or her employment develops reason to believe that a firearm or other dangerous weapon has unlawfully been possessed on or off school grounds, a weapon was used in an assault against a student or other school personnel, or that any student or other person has committed an offense with, or while in possession of, a firearm, whether or not such offense was committed on school grounds or during school operating hours, pursuant to *N.J.A.C. 6A:16-5.5, 5.6(d)4 and 6.3(b)* (Article 3.6);
- Whenever any school employee in the course of his or her employment develops reason to believe that anyone has threatened, is planning, or otherwise intends to cause death, serious bodily injury, or significant bodily injury to another person under circumstances in which a reasonable person would believe that the person genuinely intends at some time in the future to commit the violent act or to carry out the threat, pursuant to *N.J.A.C. 6A:16-6.3(c) through (e)* (Article 3.10);

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

- Whenever any school employee in the course of his or her employment develops reason to believe that a crime involving sexual penetration or criminal sexual contact has been committed on school grounds, or by or against a student during school operating hours or during school-related functions or activities, pursuant to *N.J.A.C. 6A:16-6.3(d)* (Article 3.12);
- Whenever any school employee in the course of his or her employment develops reason to believe that an assault upon a teacher, administrator, other school board employee, or district board of education member has been committed, with or without a weapon, pursuant to *N.J.A.C. 6A:16-5.7(d)5* (Article 3.14);
- Whenever any school employee in the course of his or her employment develops reason to believe a “bias-related act” has been committed or is about to be committed on or off school grounds, pursuant to *N.J.A.C. 6A:16-6.3(e)* (Article 3.16); and
- Whenever any school employee in the course of his or her employment develops reason to believe a student is potentially missing, abused, or neglected, pursuant to *N.J.A.C. 6A:16-11.1(a)3i through iii* (Article 3.17).

Exceptions apply, as outlined below.

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

3.1.1. Law Enforcement Response to Mandatory Reports

Specific response to mandatory reports are noted by offense type in the following sections. When a mandatory report to law enforcement is made, the law enforcement agency retains full discretion to investigate the act and decide that no further action is needed, or recommend a stationhouse adjustment, as outlined in Article 4.2.

3.2. Requirement to Report Offenses Involving Controlled Dangerous Substances & Cannabis

Subject to the provisions of this Agreement and *N.J.A.C. 6A:16-6.2(b)9* and *6.3(a)*, school officials must immediately notify (*police department and/or prosecutor*) whenever any school employee has reason to believe a student is in unlawful possession of a controlled dangerous substance³, related paraphernalia, or cannabis⁴, or is involved or implicated in distribution activities regarding controlled dangerous substances or cannabis, pursuant to *N.J.A.C. 6A:16-4.3(a)3i*. A non-exhaustive list of controlled dangerous substances (CDS) are detailed in sections 3.2.1 through 3.2.4.

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

In 1991, the New Jersey Commissioner of Health promulgated rules and regulations which classify anabolic steroids as Schedule III controlled dangerous substances (CDS). The parties to this Agreement understand that it is illegal in New Jersey to use, possess, or distribute any stramonium preparation, commonly referred to as "Jimson weed", and that it also is illegal for any person to distribute or possess substances sometimes referred to as "date rape" drugs, including gamma hydroxybutyrate (GHB), Rohypnol (roofies), and flunitrazepam (*N.J.S.A. 2C:35-5.2* and *5.3*, effective August 8, 1997; *N.J.S.A. 2C:35-2* and *2C:35-10.5*). Therefore, a student's possession or distribution of any of these substances are required to be reported to law enforcement (see Article 3.2).

3.2.2. Designer Drugs

"Designer drugs" are substances that are structurally or functionally similar to banned controlled dangerous substances (CDS) and created to mimic the effects of a CDS, while attempting to avoid the CDS classification and accompanying legal consequences. For example, designer drugs such as "bath salts" (synthetic cathinones) and "synthetic marijuana" (synthetic cannabinoids) were initially created in an attempt to avoid CDS classification. Many "designer drugs" were and continue to be falsely labeled as "not for human consumption," "for novelty use only," "plant food" or "bath salts" to conceal from law enforcement their true nature.

³ "Controlled Dangerous Substance" means a drug, substance, or immediate precursor in Schedules I through V of article 2 of P.L.1970, c.226 (C.24:21-1 et seq.), per *N.J.S.A. 24:21-2*. The term shall not include distilled spirits, wine, malt beverages, as those terms are defined or used in *R.S.33:1-1* et seq., or tobacco and tobacco products." Included in Schedules I – V are: opiates and opium derivatives, hallucinogenic substances, cannabinoids, coca leaf derivatives (cocaine), methamphetamine, barbiturates (and other sedative drugs), narcotics (codeine), nalorphine, anabolic steroids.

⁴ "Cannabis" means all parts of the plant *Cannabis sativa* L., whether growing or not, the seeds thereof, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds, except those containing resin extracted from the plant, which are cultivated and, when applicable, manufactured in accordance with P.L.2021, c.16 (C.24:61-31 et al.) for use in cannabis products, but shall not include the weight of any other ingredient combined with cannabis to prepare topical or oral administrations, food, drink, or other product. *N.J. Stat. § 24:61-33*.

Both synthetic cannabinoids and cathinones have been declared as CDS and are therefore required to be reported to law enforcement (see section 3.2). Due to the danger of these products, especially among youth in New Jersey, the Division of Consumer Affairs acted to ban synthetic cannabinoids (see February 29, 2012 Order). The United States Drug Enforcement Administration followed, subsequently scheduling many synthetic cannabinoids and cathinones as controlled substances, therefore outlawing them. At the time of the release of this Agreement, synthetic cannabinoids and cathinones are the only “designer drugs” designated as CDS and required to be reported to law enforcement.

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

All designer drugs should be deemed to be a serious matter that should be handled in accordance with the district board of education’s approved student code of conduct and any other applicable policies and procedures.

3.2.3. Prescription Drugs Including Controlled Dangerous Substances

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

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

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

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

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

3.2.4. Opioids

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

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

3.2.5. Marijuana, Hashish, and Cannabis

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

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

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

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

3.3. Exceptions to Mandatory Reports of Offenses Involving Controlled Substances

3.3.1. Non-Applicability to Treatment Program Records and Information

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

3.3.2. Voluntary Self-Report

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

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

3.3.3. Overdose Prevention Act

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

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

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

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

3.3.5. Possession or Consumption of Alcoholic Beverages

School officials should be aware that it is unlawful for a person under the age of 21 to purchase, possess, or knowingly consume an alcoholic beverage on school grounds (see *N.J.S.A. 2C:33-15* and *N.J.A.C. 6A:16-4 et seq.*). It is also unlawful for an adult to bring or possess an alcoholic beverage on school grounds without the express written permission of the school board, chief school administrator or building principal. See *N.J.S.A. 2C:33-16*. School officials may, but need not, report this conduct by youth or adults to law enforcement.

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

3.3.6. Self-Administration of Medication by Students

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

- (i) the student’s parent or guardian submits to the board of education a written certification from the student’s physician specifying the specific medical condition necessitating self-administration, the medication to be administered, and the fact that the student is capable of and has been instructed in the proper method for self-administration of the medication;

- (ii) the student's parent or guardian submits to the board of education written authorization from the parent or guardian for self-administration of the medication by the student;
- (iii) the board of education informs the student's parent or guardian, in writing, that the district, its employees, and its agents must incur no liability as a result of the student's self-administration of medication; and
- (iv) the student's parent or guardian signs a statement acknowledging that the district, its employees, and its agents must incur no liability as a result of the student's self-administration of medicine, and that they (the student's parent or guardian) will indemnify and hold harmless the district, its employees, and its agents against claims arising out of the student's self-administration of medication.

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

3.3.7. Compassionate Use Medical Cannabis Act

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

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

3.3.8. Electronic Smoking Devices

"Electronic smoking device" means an electronic device that can be used to deliver nicotine or other substances (e.g., cannabis or marijuana) to the person inhaling from the device, including, but not

limited to, an electronic cigarette, vape pen, cigar, cigarillo, or pipe. *N.J.S.A. 26:3D-55* bans the use of electronic smoking devices in public places and workplaces, including, but not limited to public and nonpublic elementary or secondary school buildings, board of education buildings and any area of any building of, or on the grounds of, any public or nonpublic elementary or secondary school, regardless of whether the area is an indoor public place or is outdoors.

Electronic smoking devices alone do not require a mandatory report to law enforcement. The use of electronic smoking devices to deliver nicotine or any other substance that is not a controlled dangerous substance also does not require a mandatory report. Electronic smoking devices should only be reported to law enforcement when there is reasonable suspicion that the device is being used as a nexus for marijuana, or other controlled dangerous substances, or cannabis (see Article 3.2).

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

3.4. Securing Controlled Dangerous Substances and Paraphernalia

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

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

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

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

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

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

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

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

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

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

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

3.5.1. Exception to Identity Disclosure

School officials need not provide law enforcement with identification information related to a student when the student voluntarily turns over a controlled dangerous substance, related paraphernalia, or cannabis to a student assistance coordinator or other individual who holds either a school nurse, school nurse/non-instructional, school psychologist, school counselor, school social worker or student personnel service endorsement on the Educational Services Certificate if the below criteria are met.

1. The student voluntarily and on his or her own initiative turned over the substance to a school employee;
2. There is no reason to believe that the student was involved in distribution activities;
3. The student participates in an appropriate school-based alcohol or other drug abuse intervention, referral for evaluation, referral for treatment or continuity of care program, pursuant to *N.J.A.C. 6A:16-3.1* or community-based alcohol or other drug abuse treatment program.

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

3.6. Requirement to Report Incidents Involving Firearms and Dangerous Weapons

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

In addition, *(designated school official)* must immediately notify *(designated law enforcement official)* whenever any school employee in the course of his or her employment comes upon a non-firearm weapon that was **actually used** or **threatened to be used** in committing an offense, including weapons used to commit assault upon a teacher, administrator, other school board employee, district board of education member, or another student on school grounds, pursuant to *N.J.S.A. 18A:37-2.2* through *2.5*. Law enforcement **must also be** notified if school officials seize or come upon any switchblade, gravity, or ballistic knife, stun gun, or metal knuckles, whether or not the weapon was actually used or threatened to be used, pursuant to *N.J.A.C. 6A:16-6.3(b)*.

3.7. Exceptions to Mandatory Firearms and Dangerous Weapons Reports

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

It is generally not necessary to report the seizure of small pen knives or Swiss-Army style knives. It is further understood and agreed that school officials should consult with law enforcement regarding the seizure of a utility or "box-cutter" knife where the unlawful use of such knives as weapons is a serious problem in the school and where the student has no explainable lawful purpose for possessing such an instrument.

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

3.8. Securing Firearms, Ammunition and Dangerous Weapons

Whenever a school employee seizes or comes upon (1) a firearm, (2) ammunition for a firearm, or (3) a non-firearm weapon that was actually used or threatened to be used in committing an offense the school officials must immediately advise *(designated law enforcement official)* and secure the firearm, ammunition or non-firearm weapon until the *(law enforcement agency)* responds and, pursuant to *N.J.A.C. 6A:16-6.2(b)8* and *6.4*, retrieves and takes custody of the firearm, ammunition or non-firearm weapon. School employees having custody of a firearm, ammunition or dangerous weapon must take

reasonable precautions, per local board of education procedures, to prevent its theft, destruction or unlawful use by any person. It is understood and agreed that under no circumstances may any person destroy or otherwise dispose of any seized or discovered firearm, ammunition or non-firearm weapon except by turning over such firearm, ammunition or non-firearm weapon to the responding police officer.

3.8.1. Advice on Weapons

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

3.9. Law Enforcement Response to Mandatory Firearms and Weapons Reports

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

3.9.1 Interdiction of Weapons

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

3.10. Requirement to Report Incidents Involving Planned or Threatened Violence

Notwithstanding any other provision of this Agreement, it is agreed that (*school official*) must immediately notify (*law enforcement agency*) whenever any school employee in the course of his or her employment develops reason to believe that anyone has threatened, is planning, or otherwise intends to cause death, serious bodily injury, or significant bodily injury to another person under circumstances in which a reasonable person would believe that the person genuinely intends at some time in the future to commit the violent act or to carry out the threat, pursuant to N.J.A.C. 6A:16-6.3(c) through (e).

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

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

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

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

3.12. Requirement to Report Sexual Offenses

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

3.13. Law Enforcement Response to Sexual Offenses

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

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

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

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

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

3.16. Requirement to Report Bias-Related Incidents

In accordance with N.J.A.C. 6A:16-6.3(e), it is agreed that (*designated school official*) must promptly notify (*designated law enforcement official*) and the bias investigation officer for the county prosecutor's office whenever any school employee develops reason to believe a "bias-related act," (1) has been committed or is about to be committed on school grounds; (2) has been or is about to be committed by a student on or off school grounds (whether such offense was or is to be committed during operating school hours); or (3) a student enrolled in the school has been or is about to become the victim of a bias-related act on or off school grounds, or during operating school hours. It is further agreed that (*designated school official*) must immediately notify (*designated law enforcement official*) and the bias investigation officer for the county prosecutor's office where there is reason to believe a bias-related act that involves an act of violence has been or is about to be physically committed against a student or there is otherwise reason to believe a life has or will be threatened. A "bias-related act" means an act that is directed at a person, group of persons, private property, or public property that is motivated in whole or in part by race, color, national origin, ethnicity, gender, gender identity or

expression, disability, religion, or sexual orientation. In weighing whether a student's conduct meets this definition and triggers a mandatory report, school officials should consider whether the student's conduct was motivated by a protected category. When weighing motive, educators may therefore consider the context of the incident and the age, maturity, and competency of the student(s) implicated in a potential bias-related act, since those factors would be considered by law enforcement and county prosecutors.

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

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

School officials should also be aware that bias-related acts that trigger a school's mandatory reporting obligations under this Article will also constitute HIB, triggering a school's obligation under the *Anti-Bullying Bill of Rights Act*. Law enforcement officials agree to notify the principal of the school at which a student is enrolled when a student or a student's parent or guardian reports to the law enforcement agency that a student may be the victim of HIB, as defined in the ABR. School officials should implement district policies for responding to HIB complaints when an HIB report is received from law enforcement officials.

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

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

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

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

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

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

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

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

3.17.2. Notification to Law Enforcement

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

3.17.3. Notification of CP&P by Law Enforcement

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

3.17.4. Law Enforcement Response

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

3.17.5. Notification of Parents or Guardians

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

3.17.6 Anonymity

Individuals who report abuse may or may not be entitled to anonymity. While CP&P allows anonymous child abuse reporting for the general public, school staff may not be entitled to anonymity for these reports. Furthermore, there is no anonymity when incidents are reported to law enforcement authorities.

3.17.7 Custody Disputes and Potentially Missing Children

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

Article 4. Reporting other Offenses: Non-Mandatory Reports

4.1. Reporting Other Offenses

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

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

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

4.2. Stationhouse Adjustments

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

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

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

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

4.3. Law Enforcement Response to Non-Mandatory Reports

The (*law enforcement agency*) receiving information about the commission of an offense pursuant to Article 4 of this Agreement shall respond promptly **by telephone or in person, and where appropriate, discuss with school officials whether further action is needed before contacting or involving the student.** Law enforcement officials' obligation to respond to a non-mandatory report does not require them to do more than consult with school officials. When a non-mandatory report to law enforcement is made, the law enforcement agency retains full discretion to decide that no further action is needed, or recommend a stationhouse adjustment, as outlined in Article 4.2. When there is probable cause to believe that an offense has been committed, the (*law enforcement agency*) shall handle the matter in accordance with the provisions of the Attorney General Directive 2020-12 Directive Establishing Policies, Practices, and Procedures to Promote Juvenile Justice Reform.

4.4. Harassment, Intimidation, or Bullying (HIB)

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

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

“Harassment, intimidation or bullying” means any gesture, any written, verbal or physical act, or any electronic communication, whether it be a single incident or a series of incidents, that is reasonably perceived as being motivated either by any actual or perceived characteristic, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression, or a mental, physical or sensory disability, or by any other distinguishing characteristic, that takes place on school property, at any school-sponsored

function, on a school bus, or off school grounds as provided for in section 16 of *P.L.2010, c.122 (C.18A:37-15.3)*, that substantially disrupts or interferes with the orderly operation of the school or the rights of other students and that:

- a. a reasonable person should know, under the circumstances, will have the effect of physically or emotionally harming a student or damaging the student's property, or placing a student in reasonable fear of physical or emotional harm to his person or damage to his property;
- b. has the effect of insulting or demeaning any student or group of students; or
- c. creates a hostile educational environment for the student by interfering with a student's education or by severely or pervasively causing physical or emotional harm to the student.

The ABR sets forth standards and procedures for preventing, reporting, investigating, and responding to incidents of HIB of students that occur on school grounds, at school-sponsored functions, on school buses, and off school grounds, and school investigations of HIB must determine whether conduct meets the above definition. The ABR further requires that policies be adopted through a process that includes representation of parents or guardians, school employees, volunteers, students, administrators and community representatives (*N.J.S.A. 18A:37-15a*). Upon request by a school district, law enforcement agencies must make available a representative to participate in this process (see Article 9.4 of this Agreement).

4.4.2. Reporting of HIB

4.4.2.1. Reporting of HIB by Schools to Law Enforcement

HIB does not by itself constitute a criminal offense. Accordingly, there is no obligation on the part of school personnel to report HIB investigations to a law enforcement agency unless the conduct rises to the level of mandatory report, as outlined in Article 3. However, school officials should be aware that certain HIB acts may also rise to the level of a criminal offense if they constitute bias intimidation, hazing, and cyber-harassment, which are discussed in Articles 3.16, 4.5, and 4.6 of this Agreement, or violate another provision of the Code of Criminal Justice, such as those addressing assault, harassment, threats, robbery, and sexual offenses. Because an HIB event that occurs in school on a Friday can precipitate another event outside of school on a Saturday, reporting these offenses allows law enforcement to remain vigilant. However, both school officials and law enforcement officials should be aware that a school's notification to law enforcement does not require that any formal action be taken by law enforcement in response to the non-mandatory report. When making mandatory or non-mandatory reports, school officials agree to indicate any suspicions or evidence that the conduct was gang-related. Victims of HIB also should be informed that they may report an alleged offense to the

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

4.4.2.2. Reporting of HIB to Division on Civil Rights

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

4.4.3. Preservation of Evidence and Chain of Custody

Whenever a school official receives from school employees or directly seizes a document, an electronic device or any other item that the official believes may contain evidence of HIB, reasonable precautions must be taken to prevent its theft, destruction or unlawful use by any person. It is understood and agreed that under no circumstances may any person alter, destroy or otherwise dispose of any such evidence. Such evidence must be maintained in a locked and secure location and the handling of such evidence must be documented in order to provide a record that no one has had an opportunity to tamper with the evidence.

4.4.4. Reporting of HIB by Law Enforcement to Schools

In addition to the obligations to share law enforcement information with schools set forth in Article 9 of this Agreement, the law enforcement agency agrees to notify the principal of the school at which a student is enrolled when a student or a student's parent or guardian reports to the law enforcement agency that a student is the victim of HIB, as defined in the ABR. When the student is a juvenile, such reports are permissible pursuant to the authority of *N.J.S.A.* 2A:4A-60c and/or *N.J.S.A.* 2A:4A-60e, as outlined in Article 8 of this Agreement. Such notification also must be provided when the alleged offending student is an adult. See Article 8.8 of this Agreement.

4.4.5. Coordination of HIB and Criminal Investigations

There may be times when HIB conduct is being investigated by both school officials pursuant to the ABR and law enforcement officials pursuant to the Code of Criminal Justice. In such situations, the law enforcement investigation focuses on whether there has been a violation(s) of the Code of Criminal Justice, while an HIB investigation focuses on whether an act has been committed in violation of the ABR. When a criminal investigation is initiated by law enforcement, but a school district has already initiated its own disciplinary investigation for the same incident or conduct, a school district generally

agrees to suspend its own investigation until law enforcement has concluded its investigation. This best practice avoids hampering ongoing criminal investigations. Although the *Anti-Bullying Bill of Rights Act* (ABR) provides a ten school day timeframe to complete an HIB investigation, if law enforcement deems it appropriate for a school district to suspend or stay its HIB investigation because its own investigation could be compromised by a simultaneous or concurrent HIB investigation, it may request that the school district suspend or “stay” its HIB investigation. The suspension or stay of a school district’s HIB investigation may be appropriate when, among other things, there is a concern that witness statements and/or evidence could be adversely affected or detrimental to an ongoing criminal investigation. It is only when law enforcement affirmatively requests a school district to suspend or stay its HIB investigation that such an investigation should be suspended or stayed. If law enforcement does not affirmatively request a suspension or stay of an HIB investigation, a school district must comply with all applicable ABR timeframes. If law enforcement has not affirmatively requested a stay or suspension of an HIB investigation, but a school district believes that the action(s) involved may constitute a criminal offense(s), it should contact law enforcement to inquire as to whether law enforcement may want to investigate the matter.

When law enforcement requests a suspension or stay of an HIB investigation, school officials must immediately memorialize this request, in writing, and advise the parent(s)/guardian(s) of the alleged perpetrator(s) and alleged victim(s) of law enforcement’s request. Notice to the parents must include notice that the school is obligated under the Law Against Discrimination to address student-on-student bias-based harassment, and that the statute of limitations for filing a complaint in the Division on Civil Rights will not be extended due to law enforcement’s request. If the parent(s)/guardian(s) objects, either orally or in writing, to the suspension or stay of the school district’s HIB investigation, and law enforcement wishes to enforce the stay over the parent(s)/guardian(s) objections, law enforcement must seek appropriate legal assistance from the County Prosecutor’s Office to obtain a formal court order compelling the stay. In addition, and more specifically:

- If law enforcement requests a suspension or stay of an HIB investigation, but the school district has not yet initiated its investigation, the school district must initiate its investigation but solely for the purpose of safeguarding the health and welfare of its students, and not for the purpose of determining whether HIB occurred. The school district’s HIB investigation must remain open and stayed during the pendency of law enforcement’s investigation. Upon completion of the law enforcement investigation, and following notification of that completion from the county prosecutor, the anti-bullying specialist must immediately resume the school’s HIB investigation. In this instance, the anti-bullying specialist must have the ten school days to complete its HIB investigation.
- If law enforcement requests a suspension or stay of an HIB investigation, but the school district has already initiated its investigation, the school must immediately cease and stay its HIB investigation at the request of law enforcement while following the parental/victim notification

requirements set forth above, and pending the outcome of any court orders requested by law enforcement to compel the stay. However, the school district must still be required to safeguard the health and welfare of its students. The school district's HIB investigation must remain open and stayed during the pendency of law enforcement's investigation. Upon a court's denial to compel a stay, or upon completion of the law enforcement investigation, and following notification of that denial or completion from the county prosecutor, the anti-bullying specialist must immediately resume the school's HIB investigation. In this instance, the anti-bullying specialist must have the number of days remaining in the ten school day timeframe to complete its HIB investigation (e.g., if law enforcement directs a school district to cease its investigation on day three, then the school district must have seven days, following clearance from the county prosecutor, to complete its HIB investigation).

- If law enforcement requests a suspension or stay of an HIB investigation, but the school district has already completed its investigation, the ten school day timeframe must be unaffected. However, in the event that additional information is available upon the completion of a criminal investigation, the ABR permits the school anti-bullying specialist to amend the original report with the results of the investigation to reflect the additional information (*N.J.S.A. 18A:37-15b(6)a*). The anti-bullying specialist should review this additional information, and promptly determine whether the original report should be amended.
- If law enforcement requests a suspension or stay of school district action at any other point, including prior to the reporting of the results of the investigation to the chief school administrator or the board of education; the reporting of information to the parent(s)/guardian(s) of the alleged perpetrator(s) and alleged victim(s); a parental request for a hearing before the board of education; or prior to the issuance of the board of education's written decision; the school district must comply with this request while following the parental/victim notification requirements and pending the outcome of law enforcement's application for court orders, if necessary, to stay requirements set forth above. All school district action must be stayed during the pendency of law enforcement's request or until a court denies law enforcement's request to compel a stay. Following notification of that completion from the county prosecutor, the school district must immediately resume any and all remaining action(s) required under law and regulation.

4.5. Hazing

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

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

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

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

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

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

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

Hazing is a crime of the third degree if the act results in death or serious bodily injury and a crime of the fourth degree if the act results in bodily injury. Otherwise, hazing is a disorderly persons offense (*N.J.S.A. 2C:40-3(b)*). The consent of the person hazed is not a defense (*N.J.S.A. 2C:40-4*).

4.5.1. Reporting of Hazing by School Officials and Law Enforcement

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

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

4.6. Cyber-Harassment

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

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

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

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

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

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

- (1) a class or training program intended to reduce the tendency toward cyber-harassment behavior; or
- (2) a class or training program intended to bring awareness to the dangers associated with cyber-harassment.

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

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

4.6.1. Reporting of Cyber-Harassment

Accordingly, there is no obligation on the part of school personnel to report any cyber-harassment incident, unless the conduct rises to the level of mandatory report, as outlined in Article 3. Cyber-harassment may also constitute HIB. Law enforcement officials agree to notify the principal of the school at which a student is enrolled when a student or a student's parent or guardian reports to the law enforcement agency that a student may be the victim of HIB, as defined in the *Anti-Bullying Bill of Rights Act*.

4.7. Sexting

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

School officials should be aware that sexting of image or video involving sexual penetration or criminal sexual contact has been committed on school grounds, or by or against a student during school operating hours or during school-related functions or activities may trigger a school's reporting obligations related to sexual offenses (see Article 3.12). School officials should also be aware that sexting may involve bias-related acts (see Article 3.16). Sexting may also constitute HIB, triggering a school's obligations under the *Anti-Bullying Bill of Rights Act* (see Article 4.4).

Sexting only triggers a school's mandatory obligation to report if it involves conduct covered by Article 3 as outlined above. However, school officials should also be aware that sexting may constitute a criminal act pursuant to New Jersey's child pornography laws. For instance, it is a crime to give to someone else, offer to give to someone else, transfer, disseminate, distribute, circulate, or possess pornography depicting a child, defined as a person younger than 18 (*N.J.S.A. 2C:24-4*). Penalties for violating such laws include not only significant time in prison but also mandatory registration as sex offenders.

4.7.1. Reporting of Sexting

There is no obligation on the part of school personnel to report any cyber-harassment incident, unless the conduct rises to the level of mandatory report, as outlined in Article 3. However, school officials should be aware that once a photograph has been sent out, it becomes difficult, if not impossible, to know how many people have saved it, tagged it, shared it, etc. Working proactively with law enforcement is often the best way to quickly ascertain who has a digital copy of the photograph and to destroy it before it can be further circulated.

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

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

4.8 Offenses Involving Computers, the Internet, and Technology

In 2003, a series of laws were passed allowing for the prosecution of new crimes, such as unauthorized computer access and damage which such access may cause. In addition, digital cameras, digital photos, digital videos, cell phones, e-mail and the Internet are increasingly used to commit crimes. The purpose of this Article is to recognize some of the areas where law enforcement and educational professionals should cooperate to ensure a unified response to the following conduct by students, teachers, administrators and other school staff:

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

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

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

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

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

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

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

4.8.2. Blogs, Social Media, and Free Speech Issues

Blogs and social media have become a public forum for many people, including students, to post a variety of personal information, including biographical information, opinion, media, and insulting or harassing speech.

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

However, school officials should also be aware that a school's imposition of discipline and county prosecution of blog and social media content can implicate the issue of "free speech" under the Federal and New Jersey Constitutions. Prosecution of individuals who harass or threaten specific groups or individuals is commonplace. However, law enforcement may be unable to prosecute those who merely publish an opinion or a photograph. School personnel as well as students often are the target of information contained in blogs.

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

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

Law enforcement authorities have the ability to preserve evidence before the author has an opportunity to alter it. If such information is brought to the attention of law enforcement, a legal determination will be made on whether the information contained in the blog is constitutionally protected and whether it is criminal in nature.

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

Article 5. Notice of Arrests

5.1. Arrests of Students on School Grounds

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

5.2. Arrests of Non-Students on School Grounds

Where a person other than an enrolled student is arrested on school grounds, the building principal shall be advised as to the circumstances of the offense and the identity of the offender, provided that where the person arrested is a juvenile, it is understood that the law enforcement agency

or officer involved is not permitted to divulge any information that would violate the laws governing the disclosure of juvenile information. See Article 8.4 of this Agreement for a synopsis of those laws.

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

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

5.4. Parental Notification

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

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

Article 6. Arrest Protocols

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

6.1. Requests by School Officials

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

6.2. Minimizing Disruption of the Educational Process

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

6.2.1. Arrests to be Conducted in Private

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

6.2.2. Preferred Use of Plainclothes Officers to Effect Arrest

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

6.2.3. Cooperation with Arrests on School Property

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

6.3. Other Spontaneous Arrests

6.3.1. Notice to Building Principal

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

6.3.2. Minimizing Disruption

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

6.4. Planned Arrests

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

Article 7. Law Enforcement Operations

7.1. Inquiries Regarding Law Enforcement Operations

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

7.2. Interrogations and Interviews

No law enforcement officer shall direct, solicit, encourage, attend or otherwise participate in the questioning of any juvenile by school officials unless such questioning could be lawfully conducted by the law enforcement officer acting on his or her own authority in accordance with the rules and procedures governing law enforcement interrogations and interviews. All information obtained by school employees concerning the commission of an offense, whether obtained as a result of the questioning of a student or otherwise, shall be referred to the appropriate law enforcement agency, provided however, that nothing in this Agreement shall be construed to authorize or require a school employee to divulge information or records in violation of the confidentiality requirements of 42 C.F.R. Part 2, or any other applicable state or federal regulation, law or rule of evidence concerning confidential and privileged communications. The procedures for and responsibilities of staff, with regard to interviews of students suspected of possessing or distributing a controlled dangerous substance, including anabolic steroids, drug paraphernalia or a firearm or other deadly weapon shall be in accordance with *N.J.A.C. 6A:16-6.1 et seq.* and the associated board policies and procedures. Notification of parents in instances of law enforcement interviews involving their children will be made by school staff in accordance with *N.J.A.C. 6A:16-6.2(b)* and the associated board policies and procedures. It is understood that law enforcement officials need not contact parents to interview a minor student when the student is not the target of an investigation. However, law enforcement officials must contact parents to interview a minor student when the student is a target of an investigation.

7.3. Undercover School Operations

Undercover school operations are designed to disrupt ongoing drug-distribution activities. These operations are difficult to implement and require extensive planning, cooperation, and secrecy.

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

7.3.1. Requests to Conduct Operations

- a. All requests by school officials to undertake an undercover school operation in a particular school or school district will be directed to the local chief of police or, where appropriate, to the Superintendent of State Police. However, it is understood that the ultimate approval of all undercover school operations can only be granted by (*designated school official*) and (*the county prosecutor*) or, where appropriate, the Attorney General or his or her designee. When the school official designated as the liaison for law enforcement is the person under investigation, school districts are encouraged to have a plan in place on who should report to law enforcement (e.g., the liaison's supervisor or the chief school administrator).
- b. A request to undertake an undercover school operation will not be made public by either the requesting school official or the law enforcement agency receiving the request.
- c. The county prosecutor or the Attorney General or his or her designee will make a good faith effort to comply with all reasonable requests to initiate an undercover operation, considering the scope and nature of the substance abuse or weapons-related problem in the school or district and the availability of law enforcement resources.
- d. Where the county prosecutor or the Statewide Narcotics Task Force is for any reason unable to comply with a request to undertake an undercover school operation, the county prosecutor or the Attorney General or his or her designee will promptly notify the requesting school officials.
- e. The decision to decline a request to undertake an undercover school operation shall not be made public by either the requesting school officials or the law enforcement agency receiving the request.
- f. Nothing herein shall be construed to preclude law enforcement officials from initiating a request to conduct an undercover school operation pursuant to Section 2 of this Addendum.

7.3.2. Consultation and Cooperation

- a. As a practical matter, a successful undercover school operation cannot take place without the assent and continuing cooperation of the building principal and local chief school administrator and, except as may be expressly provided herein, none shall be attempted without such assent and continuing cooperation. Accordingly, prior to the placement of any undercover officer in a school, the school building principal and the local chief school administrator will be consulted unless there are compelling reasons not to consult with either of these officials. Where the

Attorney General determines that compelling reasons exist, an alternative school official or officials will be designated who will be consulted in lieu of the building principal or local chief school administrator prior to the placement of an undercover officer in a school and throughout the course of the operation.

- b. In any case where the undercover school operation has not been requested by an appropriate school official, the law enforcement agency proposing the operation will advise the building principal and local chief school administrator of the nature of the proposed operation and will, to the greatest extent possible, explain the reasons why the operation is necessary and appropriate. This explanation should include a description of the extent and nature of the suspected drug trafficking or weapons-related activities occurring within the school environment that would justify the operation. It is understood and agreed that law enforcement officials will not be required or permitted to divulge any information received in confidence, whether from an informant or otherwise, or that would violate the laws or court rules governing the disclosure of juvenile offender information, grand jury information, or information derived from electronic surveillance.
- c. It is understood and agreed that undercover school operations should not necessarily be limited to schools falling within any particular region or demographic setting e.g., rural, suburban, urban center, or any particular district factoring group (i.e., a composite measure of socioeconomic status within a geographic area). Rather, subject to the availability of resources, undercover school operations should be proposed and conducted in any district or school where the designated law enforcement and school officials determine that such operations would be beneficial.
- d. Information provided by law enforcement to the building principal or local chief school administrator will be kept strictly confidential and will not be divulged by the building principal or local chief school administrator to any other person without the express approval of the county prosecutor or, where appropriate, the Attorney General or his or her designee.
- e. No law enforcement officer will disclose the fact that an undercover school operation has been proposed, requested, or is being or has been considered with respect to any particular school or school district.
- f. The building principal and the local chief school administrator will be afforded the opportunity to offer specific concerns regarding the conduct of any proposed undercover school operation, and will also be given the opportunity to make general or specific recommendations as to how to minimize the impact of the proposed operation on the educational environment, existing substance abuse counseling programs, and the relationship between school authorities, the law enforcement community, and the student population. In developing an undercover school operation plan, and throughout the course of the operation, the law enforcement agency conducting the operation will give due consideration to the concerns and recommendations

offered by the building principal and local chief school administrator. Furthermore, these school officials will be advised whenever the law enforcement agency conducting the undercover school operation is for any reason unable or unwilling to follow any proposed recommendation. However, it is understood that the law enforcement agency responsible for conducting the undercover operation shall maintain control of the logistics of any operation once begun.

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

7.3.3. Security; Limited Disclosure Agreements; Early Termination

- a. The building principal and local chief school administrator will be informed as to the identity of any person assigned to an undercover investigation unless there are compelling reasons, as shall be determined by the Attorney General, not to inform either of these officials. The building principal and local chief school administrator, and any other school officials or employees who may be informed as to the identity of the undercover officer, will safeguard the identity of that officer and will not disclose the existence of a contemplated or ongoing undercover school operation to any person.
- b. In the event that the building principal, local chief school administrator or any other school official or employee who may have been informed as to the existence of the operation subsequently learns of any information that suggests that the true identity of the undercover officer has been revealed, or that any person has questioned the identity or status of the undercover officer as a bona fide member of the school community, or that the integrity of the operation has been in any other way compromised, such information will be immediately communicated to the law enforcement agency conducting the operation or to the county prosecutor.
- c. The school principal and local chief school administrator will be advised whenever an undercover school operation has been suspended or terminated or whenever the undercover officer is permanently removed from the school environment.

7.3.4. Use of Undercover Officers as School Employees

It is understood that no undercover school operation may be conducted that entails the placement of an undercover officer as a certified member of the school community without prior written approval of the Attorney General with notice given to the Commissioner of Education, or in the case of non-public schools, the chief school officer. It is understood that the Attorney General will base his approval upon a finding that 1) other law enforcement methods would not be effective, and 2) there

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

7.3.5. Limitations on Undercover Officer Conduct

- a. *Code of Student Conduct Infractions.* It is understood that an undercover officer cannot be expected to pose as a model student. Nonetheless, no undercover officer will engage in any activities that unduly disrupt the educational environment, or that amount to code of student conduct infractions of such a nature and magnitude so as to prevent other students from enjoying the full benefits of that educational environment. An undercover officer will at all times respect the rights of teachers and other students.
- b. *Confidentiality of Treatment Records.* Federal regulations and state policies concerning the confidentiality of treatment and substance abuse counseling program records and information will be strictly safeguarded. No law enforcement activity will be permitted in any way to interfere with, intrude upon, or compromise the integrity of any substance abuse counseling or treatment program.
- c. *Entrapment.* No undercover officer will encourage or counsel any student to purchase or use alcohol or any controlled dangerous substance.
- d. *Firearms Policy.* It is understood that undercover work concerning drug trafficking activities is inherently dangerous. Accordingly, it is understood and agreed that law enforcement will take all measures that are necessary and appropriate to protect the undercover officer, as well as to protect all students with whom the undercover officer may come in contact, and to avoid potentially violent confrontations whenever possible. In general, an undercover officer will not carry a firearm or otherwise bring onto, or maintain, a firearm on school grounds. An exemption from the general rule prohibiting the carrying or bringing onto school grounds of a firearm will only be granted with the express approval of the officer's immediate superior, unless otherwise specified in the plan approval process for good cause shown. Any firearm brought onto school grounds will ordinarily be contained in a closed and fastened case locked in the trunk of an automobile operated by the undercover officer. It is assumed, moreover, that any exemption from the general weapons carrying policy agreed to herein will only be rarely

sought, and approval to carry a firearm onto school grounds will only be granted where alternative means of providing adequate security or support are not feasible.

- e. *Non-Participation in Treatment.* No undercover officer will in any way participate in or attend any drug or alcohol abuse treatment or counseling program. In the event that an undercover officer is referred to, or recommended to participate in, a counseling or treatment program by a teacher or school staff member, the undercover officer will report the circumstances of that referral or recommendation to his superiors and will decline such referral or recommendation.
- f. *Preservation of Teacher Trust Relationships.* No undercover officer will engage in any activity or conversation that would require any teacher or school official to violate or compromise a trust relationship with any student.
- g. *Romantic Involvement.* No undercover officer will encourage or participate in any romantic relationship with any student during the course of an undercover operation.
- h. *Treatment.* No undercover officer will discourage any student from seeking drug or alcohol abuse treatment or counseling, or from reporting his or her own alcohol or substance abuse problem or dependency.
- i. *Use and Distribution Prohibition.* No undercover officer will ingest or inhale (other than passive inhalation) any controlled dangerous substance; nor will any undercover officer be permitted to distribute or dispense any controlled dangerous substance without the express approval of the county prosecutor or, where appropriate, the Attorney General or his or her designee. Under no circumstances will an undercover officer sell or transfer a firearm on school grounds or to a student without the express prior approval of the county prosecutor, or, where appropriate, the Attorney General or his or her designee.

7.3.6. Post-Operation Report

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

7.3.7. Post-Operation Seminars

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

7.4. Planned Surveillance

7.4.1. Live Streaming Video

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

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

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

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

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

7.4.2. Notice and Consultation

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

7.4.3. Limitations; Targeted Subjects

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

7.5. School Searches

7.5.1. Searches Conducted Independently by School Officials

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

7.5.2. Notice to Law Enforcement of Seizure of Contraband

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

7.5.3. Law Enforcement Assumption of Responsibility

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

7.5.4. Legal Questions during Conduct of Law Enforcement Search

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

7.5.5. Agreement Does Not Constitute a Request to Conduct Searches

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

7.5.6. Search and Seizure Legal Advice to School Officials

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

7.5.7. Requests to Use Drug-Detection Canines

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

7.6. Routine Patrols

7.6.1. Visible Enforcement Plans

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

7.6.2. Notice to School Officials

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

7.6.3. On-Site Reporting

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

7.7. Police Presence at Extra-Curricular Events

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

7.8. Body Worn Cameras by Law Enforcement

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

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

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

Attorney General Directive No. 2022-1⁷ contains a “Body Worn Camera Policy” (the “Policy”) to guide law enforcement. The Policy defines a BWC as a device worn by a law enforcement officer that makes an electronic audio and video recording of activities that take place during any law enforcement action.

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

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

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

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

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

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

7.8.1 Body Worn Camera Footage and FERPA

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

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

7.8.2 Other Records Considerations

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

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

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

7.9. Truancy; Assistance Provided to Attendance Officers

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

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

7.10. Dispute Resolution Procedures

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

Article 8. Confidentiality and School Access to Law Enforcement Information

8.1. Substance Abuse Confidentiality Laws

The New Jersey Legislature on January 12, 1998 adopted *P.L. 1997, c. 362*, in accordance with the Governor's conditional veto recommendations. The law, codified at *N.J.S.A. 18A:40A-7.1 et seq.*, and the supportive regulations at *N.J.A.C. 6A:16-3.2(a)2* and *6.5*, afford confidentiality protections to a public or private secondary school pupil who is participating in a school-based drug or alcohol abuse counseling program where that pupil provides information during the course of the counseling session that indicates that the pupil's parent or guardian or other person residing in the pupil's household is dependent upon or illegally using a controlled dangerous substance. The New Jersey confidentiality statute is broader than the federal confidentiality statute and regulations (42 C.F.R. Part 2) in that it applies to any student who is participating in a school-based alcohol or drug abuse counseling program, even if the student is not personally abusing substances, but rather is seeking counseling to deal with the problems related to the substance abuse of another. The federal law, in contrast, only provides confidentiality protections to persons who are "patients," that is, persons who are receiving counseling for their own substance abuse problem. The state confidentiality law nonetheless features an important exception to the general rule of preserving confidentiality. Specifically, the State law is expressly subject to the provisions of *N.J.S.A. 9:6-8.10*, and thus does not prevent school officials from disclosing information to Child Protection and Permanency (CP&P) or to a law enforcement agency "if the information would cause a person to reasonably suspect that the secondary school pupil or another child may be an abused or neglected child." Accordingly, it is understood and agreed that the

confidentiality statute in no way relieves the duty established pursuant to *N.J.S.A. 9:6-8.10*, which requires any citizen, including school district employees, volunteers or interns, to inform both CP&P and a law enforcement agency immediately when there is reasonable cause to believe that a child is or has been abused or neglected.

8.2. Clarification Regarding Confidentiality of Contents of Student Records

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

8.3. Records of Law Enforcement Units

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

have been established by the school district, the school district agrees to disclose to the appropriate law enforcement agency, or the Department of Children and Families, as appropriate, any records, files, documents and other materials of the law enforcement unit pertaining to the investigation of a violation of the law. The disclosure of these records to a law enforcement agency does not prohibit the use of these records for educational purposes, such as violations of the code of student conduct.

8.4. Statutory Authority to Disclose Information

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

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

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

[Optional: Pursuant to Article 5.2 of this Agreement, the (law enforcement agency) hereby agrees automatically to disclose to the principal this information regarding any juvenile delinquency charge filed against any student enrolled in the school.^{8]}

⁸This provision is optional. The parties to the Agreement may delete this sentence or may modify it to limit the "blanket" request to specified delinquency charges.

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

- the offense occurred on school grounds or was committed against an employee or official of the school;
- the juvenile was taken into custody as a result of information or evidence provided by school officials, whether or not on school grounds;
- the offense, if committed by an adult, would constitute a crime, and the offense:
 - a. resulted in death or serious bodily injury, or involved an attempt or conspiracy to cause death or serious bodily injury;
 - b. involved the unlawful use or possession of a firearm or other weapon;
 - c. involved the unlawful manufacture, distribution, or possession with intent to distribute a controlled dangerous substance or controlled substance analog;
 - d. was committed by a juvenile who acted with a purpose to intimidate an individual or group of individuals because of race, color, religion, sexual orientation, or ethnicity; or
 - e. constitutes a crime of the first, second, or third degree.
 - f. *N.J.S.A. 2A:4A-60d*

8.5. Agreement to Disclose Information Following a Charge

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

8.6. Agreement to Disclose Information During an Investigation

Pursuant to the authority of *N.J.S.A. 2A:4A-60e*, the (*law enforcement agency*) and/or the County Prosecutor's Office agree(s) to notify verbally the principal of the school at which the juvenile is enrolled where the juvenile is under investigation or has been taken into custody but has not been formally charged with the commission of any act that would constitute an offense if committed by an adult, provided that the (*law enforcement agency*) or the County Prosecutor's Office determines that the information may be useful in maintaining order, safety, or discipline in the school or in planning programs relevant to the juvenile's educational and social development, and further provided that the sharing of information will not interfere with or jeopardize an ongoing investigation or prosecution of any person. It is understood and agreed that the information provided pursuant to this paragraph shall

be provided orally rather than in writing, will be kept confidential, shall not be maintained by the school as part of the juvenile's student records, and shall be used only in accordance with the provisions of *N.J.S.A. 2A:4A-60e* to maintain order, safety, or discipline in the school or in planning programs relevant to the juvenile's educational and social development. Nothing herein shall be construed to preclude school officials from using such information in a suspension, expulsion, or other school conduct proceeding, pursuant to *N.J.A.C. 6A:16-7.1*, whether occurring on or away from school grounds, pursuant to *N.J.A.C. 6A:16-7.5*.

8.7. Specificity of Disclosed Information

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

8.8. Disclosure of Adult Student Information

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

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

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

8.10. Parallel School Student Conduct Proceedings

It is understood and agreed that school officials have an independent right and responsibility to initiate and pursue student conduct proceedings, pursuant to *N.J.S.A. 18A:37.1 et seq.* and *N.J.A.C. 6A:16-7.1 et seq.*, or to remove a student from school under certain circumstances including, but not limited to, those specified in the "Zero Tolerance for Guns Act," *N.J.S.A. 18A:37-7 through 12* and *N.J.A.C. 6A:16-5.5, 5.6, 5.7* and *N.J.A.C. 6A:7*. It is further understood and agreed that all school-based student conduct proceedings are separate and distinct from any juvenile or adult criminal prosecution; that law enforcement agencies shall not require or request school officials to undertake a student conduct action against a student; and that the imposition of sanctions by both schools and by the juvenile justice system based upon a single infraction or event in no way constitutes "double jeopardy."

8.11. Notification of Arrests or Charges Filed Against School Personnel

The parties acknowledge that procedures already are in place that require prosecutors to provide notifications of indictments or convictions of public employees to the Division of Criminal Justice, which are then transmitted to the appropriate public agency. However, no notifications are required during the period between the filing of a complaint and an indictment, creating a period of time during which school administrators may be unaware of charges pending against school personnel,

which may have an impact on their fitness for carrying out official duties. Therefore, it is agreed that whenever a law enforcement agency files a complaint or summons for one of the offenses listed in Article 8.11.3 below against a person that they know to be employed by a school district, or who works as a school bus driver or other outside employee in a school district, the law enforcement agency shall provide notice and a copy of the complaint to the school district no later than the next business day.

8.11.1. Applicability Not Limited to Local Jurisdiction

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

8.11.2. Employment Information

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

8.11.3. Offenses Requiring Notification

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

8.11.4. Notification of Emergencies

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

8.12. Notification to Executive County Superintendent

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

8.13. Notification of Handle with Care

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

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

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

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

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

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

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

Article 9. School Safety and Security

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

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

School officials shall consult with law enforcement officials, as appropriate, in planning the required school safety and security in-service training program for school staff, pursuant to *N.J.A.C. 6A:16-5.1(d)*. Examples of school safety and security training that could involve law enforcement officials include providing guidance on the approved model policies of the Governor's K-12 School Security Task Force; reviewing scenarios for school safety and security drills; addressing internet safety, cyber-bullying and gangs; and guidance from the New Jersey Department of Education. Law enforcement officials shall identify school safety and security issues and concerns and advise the county prosecutor and chief school administrator, as appropriate.

It is understood and agreed that, pursuant to *N.J.A.C. 6A:16-5.1(b)*, the conferees, including the chief of police and other representatives of law enforcement agencies, emergency management planners, fire officials, local chief school administrator, all school building principals, representatives of health and social services provider agencies and other school staff (e.g., counselors, psychologists, social workers, nurses, security, maintenance, facilities, grounds, school resource officers, food services) and community resources, as appropriate, shall provide consultation to school officials, at a minimum annually, in the development of the school district's plans, procedures and mechanisms for school safety

and security to fulfill the requirements of *N.J.A.C. 6A:16-5*, School Safety and Security. There is nothing in the Agreement or New Jersey Administrative Code that precludes students from contributing to the school safety and security planning in a manner prescribed by the school district that would not divulge confidential information.

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

9.1.1. Critical Incident Planning

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

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

9.1.2. Consultation in Development of SSSPs

It is understood and agreed that, pursuant to Article 9 and *N.J.A.C. 6A:16-5.1(b)*, the chief school administrator shall consult with law enforcement agencies, health and social services provider agencies, emergency management planners, and school and other community resources, as appropriate in the

development and maintenance of the school district's plans, procedures and mechanisms for school safety and security to fulfill the requirements of *N.J.A.C. 6A:16-5*, School Safety and Security.

9.1.3. Format and Contents of SSSPs

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

9.1.4. Annual Review of SSSPs

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

9.1.5. School Staff In-service Training on SSSPs

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

9.1.6. Other Training on SSSPs

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

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

9.2. Implementation of Approved School Security Task Force Recommendations

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

9.2.1. Sharing of Model School Security Policies (MSSP)

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

9.3. Gang Threat and Recruiting Information

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

9.4. Harassment, Intimidation, or Bullying Policies

It also is understood that, pursuant to *N.J.A.C. 6A:16-7.7(a)1*, the harassment, intimidation or bullying policies required pursuant to *N.J.S.A. 18A:37-13 et seq.* and *N.J.A.C. 6A:16-7.7*, shall be developed by school officials in consultation with law enforcement officials, in addition to parents and

other community members, including appropriate community-based social and health provider agencies and other school employees. It is agreed that law enforcement officials shall consult with school officials in the development of the policies and the annual review of the policies, the training needs of school employees and the extent and characteristics of harassment, intimidation and bullying behavior in the school buildings of the school district, pursuant to *N.J.A.C. 6A:16-7.7(e)*. It also is understood that the executive county superintendent shall maintain a current file copy of the harassment, intimidation or bullying policies, pursuant to *N.J.A.C. 6A:16-7.7(e)5*, for review by both education and law enforcement officials, upon request.

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

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

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

9.6. "Tiplines" and Crime Prevention Programs

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

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

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

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

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

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

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

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

Article 10. Law Enforcement Participation in Educational Programs
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10.1. Law Enforcement's Contribution to Substance Abuse Education and Demand Reduction

The parties to this Agreement understand and accept that the only viable, long-term solution to the nation's drug epidemic is to reduce the public's demand for illicit substances, and that education emerges as one of the most promising means available by which to provide a generation of students with information, skills and incentives to resist the temptation to experiment with and use chemical substances. The parties further understand that the contributions of the law enforcement community to the goal of a drug-free New Jersey need not and should not be limited merely to disrupting the supply of illicit drugs; rather the law enforcement community can help to reduce the demand for drugs, not only by holding drug users accountable for their unlawful conduct, but also by actively participating in public awareness and prevention programs and educational initiatives. To this end, a number of programs have been developed by numerous organizations in which specially trained police officers participate directly in school-based educational programs. These programs are designed to teach students about the nature and dangers of substance abuse, methods to enhance students' self-esteem, and proven techniques and skills for resisting peer pressure to experiment with drugs or engage in other dangerous activities and should support the Core Curriculum Content Standards, pursuant to *N.J.A.C. 6A:8-2*.

10.2. School Violence Awareness Week

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

10.3. Approval and Supervision of Educational Curricula

It is understood and agreed that education officials are at all times ultimately responsible for approving, supervising, monitoring, evaluating and otherwise ensuring the consistent high quality of all educational curricula and instructional programs provided to students, whether the instruction is provided by certified school employees or by specially trained law enforcement officers invited into the schools pursuant to Article 10.1 of this Agreement. It also is understood and agreed that local school officials remain ultimately responsible for making certain that all substance awareness instructional programs are developed and provided in a manner which is consistent with the requirements of *N.J.S.A. 18A:40A-1 et seq.*, *N.J.A.C. 6A:16-3*, Comprehensive Alcohol, Tobacco and Other Drug Abuse Programs,

the New Jersey Department of Education's Core Curriculum Content Standards in Comprehensive Health and Physical Education, pursuant to *N.J.A.C. 6A:8*, specifically, the indicators under Standards 2.1 (Wellness – health promotion concepts and skills), 2.2 (Integrated Skills – health enhancing personal and interpersonal skills), 2.3 (Drugs and Medicines –alcohol, tobacco, and other drugs and medicines), 2.4 (Human Relationships and Sexuality – physical, emotional and social aspects of human relationships and sexuality) and Standard 9 (21st Century Life and Careers– addressing significant related areas, such as critical thinking, self-management, interpersonal communication, character development, ethics and safety) and the subjects of conflict management, problem solving, personal responsibility and cooperation under each of these strands, and any and all applicable rules, regulations and policies adopted by the State Board of Education or the Commissioner of Education concerning the development, review, monitoring, approval and implementation of K-12 alcohol, tobacco and other drug prevention education curricula and related courses of instruction.

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

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

Article 11. Maintenance of the Agreement

11.1. Agreement to Remain in Effect

This Agreement shall remain in full force and effect until such time as it may be modified. Modification of this Agreement shall be effected only with the mutual consent of the (*school district*), the (*executive county superintendent*), the (*police department*), and the (*county prosecutor*). Pursuant to *N.J.A.C. 6A:16-6.2(b)14ii*, all revisions shall be only in addition to, and shall not conflict with, the

format and content established by the Attorney General and the Commissioner of Education and shall be in addition to and shall not conflict with the policies and procedures established pursuant to *N.J.A.C. 6A:16-6*. Modifications required by a change in state or federal law, rules or regulations or applicable guidelines or executive directives shall be made on the effective date of such revisions of law, regulations, guidelines or directives. All parties to this Agreement shall notify the other parties immediately regarding any such legal or regulatory changes.

11.2. Distribution

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

Article 12. Annual Review and Revisions of Agreement

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

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

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

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

- How schools will respond to such calls.

Appendix B details the Annual Review Guidelines.

12.1 Affirmation

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

On this day and month of in the Year of

Chief School Administrator

Chief, Police Department or Station Commander

President, District Board of Education

Executive County Superintendent of Schools

County Prosecutor

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

Appendix A: Definitions

As used in this Agreement:

"Controlled Dangerous Substance" means a drug, substance, or immediate precursor in Schedules I through V of article 2 of P.L.1970, c.226 (C.24:21-1 et seq.), per N.J.S.A. 24:21-2. The term shall not include distilled spirits, wine, malt beverages, as those terms are defined or used in R.S.33:1-1 et seq., or tobacco and tobacco products, and cannabis and cannabis items as those terms are defined in section 3 of P.L. 2021, c.16 (C.24:6I-33). Included in Schedules I-V are: opiates and opium derivatives, hallucinogenic substances, cannabinoids, coca leaf derivatives (cocaine), methamphetamine, barbiturates (and other sedative drugs), narcotics (codeine), nalorphine, anabolic steroids.

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

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

"Firearm" means any handgun, rifle, shotgun, machine gun, automatic or semi-automatic rifle, or any gun, device or instrument in the nature of a weapon from which may be fired or ejected any solid projectable ball, slug, pellet, missile or bullet, or any gas, vapor or other noxious thing, by means of a cartridge or shell or by the action of an explosive or the igniting of flammable or explosive substances. It shall also include, without limitation, any firearm which is in the nature of an air gun, spring gun or pistol or other weapon of a similar nature in which the propelling force is a spring, elastic band, carbon dioxide, compressed or other gas or vapor, air or compressed air, or is ignited by compressed air, and ejecting a bullet or missile smaller than three-eighths of an inch in diameter, with sufficient force to injure a person.
N.J. Stat. § 2C:39-1

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

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

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

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

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

"Serious Bodily Injury" means bodily injury which creates a substantial risk of death or which causes serious, permanent disfigurement, or the protracted loss or impairment of the function of any bodily member or organ N.J.S.A. 2C:11-1b.

"Significant bodily injury" means bodily injury which creates a temporary loss of the function of any bodily member or organ or temporary loss of any one of the five senses. N.J.S.A. 2C:11-1d

"Spontaneous Arrest," in distinction to a planned arrest, shall mean an arrest or taking into custody based upon probable cause to believe that an offense is being committed in the arresting officer's presence under circumstances where the officer could not have foreseen with certainty that the specific

offense would occur and thus where the arresting officer had no reasonable opportunity to apply for an arrest warrant. The term shall also include any arrest or taking into custody in response to a request by a school official pursuant to Article 6.1 of this Agreement.

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

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

Appendix B: Annual Review

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

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

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

Annual Review Process

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

Signatures and Copies

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

- President of the district board of education;

- Chief school administrator (includes charter school and renaissance school project lead persons and administrators of approved private schools for students with disabilities);
- Chief(s) of the police department or the station commander(s), as appropriate;
- Executive county superintendent; and
- County prosecutor.

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

Procedures to Facilitate the Annual Review and Approval of the MOA

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

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

<ul style="list-style-type: none"> • Forward one (1) original copy of signed MOA to Chief School Administrator and one (1) original copy of signed MOA to president of district board of education 	
<ul style="list-style-type: none"> • Send a copy to each district principal and any district participant at annual revision meeting 	Chief School Administrator

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

Appendix C: Table of Mandatory Reports to Law Enforcement

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

Mandatory Report Offenses	
Controlled and Dangerous Substances	
Whenever any school employee has reason to believe a student is in unlawful possession of a controlled dangerous substance, related paraphernalia, cannabis, or is involved or implicated in distribution activities regarding controlled dangerous substances, pursuant to N.J.A.C. 6A:16-6.3 (Article 3.2).	
Firearms and Dangerous Weapons	
Whenever any school employee in the course of his or her employment develops reason to believe that a firearm or other dangerous weapon has unlawfully been possessed on or off school grounds, a weapon was used in an assault against a student or other school personnel, or that any student or other person has committed an offense with, or while in possession of, a firearm, whether or not such offense was committed on school grounds or during school operating hours, pursuant to N.J.A.C. 6A:16-5.5, 5.6(d)4 and 6.3(b) (Article 3.6).	
Planned or Threatened Violence	
Whenever any school employee in the course of his or her employment develops reason to believe that anyone has threatened, is planning, or otherwise intends to cause death, serious bodily injury, or significant bodily injury to another person under circumstances in which a reasonable person would believe that the person genuinely intends at some time in the future to commit the violent act or to carry out the threat, pursuant to N.J.A.C. 6A:16-6.3(c) through (e) (Article 3.10).	
Sexual Offenses	
Whenever any school employee in the course of his or her employment develops reason to believe that a crime involving sexual penetration or criminal sexual contact has been committed on school grounds, or by or against a student during school operating hours or during school-related functions or activities, pursuant to N.J.A.C. 6A:16-6.3(d) (Article 3.12).	

Mandatory Report Offenses
Assaults on District Board of Education Members or Employees
<p>Whenever any school employee in the course of his or her employment develops reason to believe that an assault upon a teacher, administrator, other school board employee, or district board of education member has been committed, with or without a weapon, pursuant to N.J.A.C. 6A:16-5.7(d)5 (Article 3.14).</p>
Bias-Related Incidents
<p>Whenever any school employee in the course of his or her employment develops reason to believe a “bias-related act” has been committed or is about to be committed on or off school grounds, pursuant to N.J.A.C. 6A:16-6.3(e) (Article 3.16).</p>
Potentially Missing, Abused, or Neglected Children
<p>Whenever any school employee in the course of his or her employment develops reason to believe a student is potentially missing, abused, or neglected, pursuant to N.J.A.C. 6A:16-11.1(a)3i through iii (Article 3.17).</p>

SCHOOL BUS EMERGENCY EVACUATION DRILL REPORT

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

Emergency evacuation drills and safety education

(a). School administrators shall organize and conduct emergency exit drills at least twice within the school year for all students who are transported to and from school.

1. All other students shall receive school bus evacuation instruction at least once within the school year.

(b). The school bus driver and bus aide shall participate in the emergency exit drills.

(c). Drills shall be conducted on school property and shall be supervised by the principal or person assigned to act in a supervisory capacity.

(d). Drills shall be documented in the minutes of the local board of education at the first board meeting following the completion of the emergency exit drill. The minutes shall include, but are not limited to, the following:

1. Date of the drill;
2. Time of day the drill was conducted;
3. School name;
4. Location of the drill;
5. Route number(s) included in the drill; and
6. Name of school principal, or person(s) assigned, who supervised the drill.

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

Date of the school bus emergency evacuation drill:

9/11/24

Time of day the drill was conducted:

Morning

School Name:

Bradley Beach Elementary School

Location of the Emergency Evacuation Drill:

515 Brinley Avenue, Bradley Beach, NJ
on the school yard

Route Number(s):

n/a

Name of the school principal/person(s) overseeing the drill:

Michael Heidelberg

Other information relative to the emergency evacuation drill:

School Year	Account Number	GL Fund	Description
2024-25	11-000-100-561-00	10	Tuition to other LEAs w/i state regular
2024-25	11-000-100-562-00	10	Tuition other Leas w/i state special
2024-25	11-000-100-563-00	10	Tuition county vocational school district regular
2024-25	11-000-100-564-00	10	Tuition county vocational school district special
2024-25	11-000-100-566-00	10	Tuition private school for disabled w/i state
2024-25	11-000-100-568-00	10	Tuition State Facilities
2024-25	11-000-211-100-00	10	Salaries Attendance Office and Social Work
2024-25	11-000-211-100-00-S	10	Salary Attendance Summer
2024-25	11-000-211-173-00	10	Salaries of Translation/Interpret
2024-25	11-000-211-220-00	10	Social Security Contribution
2024-25	11-000-211-270-00	10	Health Benefits
2024-25	11-000-211-290-00	10	Other Health Benefits
2024-25	11-000-211-600-00	10	Supplies Attendenace
2024-25	11-000-213-100-00	10	Salaries Health Services
2024-25	11-000-213-100-00-S	10	Salaries Nurse Summer
2024-25	11-000-213-100-01	10	Substitute Nurse
2024-25	11-000-213-220-00	10	Social Security Contribution
2024-25	11-000-213-270-00	10	Health Benefits
2024-25	11-000-213-300-00	10	Purchase prof. and tech services
2024-25	11-000-213-600-00	10	Supplies Health
2024-25	11-000-213-800-00	10	Other Objects
2024-25	11-000-216-100-00	10	Salaries Speech Services
2024-25	11-000-216-270-00	10	Health Benefits
2024-25	11-000-216-320-00	10	Purchase Prof-Educ Services
2024-25	11-000-216-600-00	10	Supplies Speech
2024-25	11-000-217-100-00	10	Salaries
2024-25	11-000-217-100-01	10	Sub Salaries
2024-25	11-000-217-270-00	10	Health Benefits
2024-25	11-000-217-290-00	10	Other Employee Benefits
2024-25	11-000-218-104-00	10	Salaries Guidance
2024-25	11-000-218-270-00	10	Health Benefits
2024-25	11-000-218-600-00	10	Supplies and materials

School Year	Account Number	GL Fund	Description
2024-25	11-000-219-104-00	10	Salaries CST
2024-25	11-000-219-104-00-S	10	Salaries CST Summer
2024-25	11-000-219-270-00	10	Health Benefits
2024-25	11-000-219-320-00	10	Purchase prof-ed service CST
2024-25	11-000-219-600-00	10	Supplies CST
2024-25	11-000-219-800-00	10	Other objects
2024-25	11-000-221-102-00	10	Salaries Supervisor of Instruction
2024-25	11-000-221-104-00	10	Salaries of other prof. staff
2024-25	11-000-221-105-00	10	Salaries Secretaries
2024-25	11-000-221-220-00	10	Social Security Contribution
2024-25	11-000-221-320-00	10	Professional Service
2024-25	11-000-221-600-00	10	Supplis and materials
2024-25	11-000-221-800-00	10	Other objects
2024-25	11-000-222-177-00	10	Salary of Tech Coordinators
2024-25	11-000-222-220-00	10	Social Security Contribution
2024-25	11-000-222-270-00	10	Health Benefits
2024-25	11-000-222-320-00	10	Purchased professional educational services
2024-25	11-000-223-320-00	10	Purchase Prof-ed services
2024-25	11-000-223-580-00	10	Travel
2024-25	11-000-230-100-00	10	Salaries: General Administration
2024-25	11-000-230-100-01	10	Other Salaries
2024-25	11-000-230-331-00	10	Legal services
2024-25	11-000-230-332-00	10	Audit fees
2024-25	11-000-230-334-00	10	Architectural/Engineering Service
2024-25	11-000-230-339-00	10	Other purchase prof. services
2024-25	11-000-230-530-00	10	Communications-telephone
2024-25	11-000-230-530-01	10	Internet Access
2024-25	11-000-230-585-00	10	BOE Travel
2024-25	11-000-230-585-01	10	General Administrative Travel
2024-25	11-000-230-590-00	10	Other purchased services
2024-25	11-000-230-610-00	10	General Supplies
2024-25	11-000-230-890-00	10	Miscellaneous expenditures

School Year	Account Number	GL Fund	Description
2024-25	11-000-230-895-00	10	BOE Membership Dues & Fees
2024-25	11-000-240-103-00	10	Salaries Principal
2024-25	11-000-240-600-00	10	Supplies and materials
2024-25	11-000-240-800-00	10	Other objects
2024-25	11-000-251-100-00	10	Salaries: Business Office
2024-25	11-000-251-330-00	10	Purchased Professional Services
2024-25	11-000-251-340-00	10	Purchased technical services
2024-25	11-000-251-600-00	10	Supplies and materials
2024-25	11-000-251-890-00	10	Miscellaneous expenditures
2024-25	11-000-252-100-00	10	Salaries: Technology
2024-25	11-000-252-600-00	10	Supplies and materials
2024-25	11-000-261-100-00	10	Salaries: Maintenance Services
2024-25	11-000-261-220-00	10	Social Security Contribution
2024-25	11-000-261-270-00	10	Health Benefits
2024-25	11-000-261-420-00	10	Cleaning Repair Maintenance
2024-25	11-000-261-610-00	10	General Supplies
2024-25	11-000-261-800-00	10	Other objects
2024-25	11-000-262-100-00	10	Salaries: Custodial Services
2024-25	11-000-262-100-00-O	10	Overtime
2024-25	11-000-262-107-00	10	Lunch Aides
2024-25	11-000-262-220-00	10	Social Security Contribution
2024-25	11-000-262-260-00	10	Workman's Compensation
2024-25	11-000-262-270-00	10	Health Benefits
2024-25	11-000-262-300-00	10	Purchase prof. and tech. service
2024-25	11-000-262-490-01	10	Water-Bradley Beach
2024-25	11-000-262-520-00	10	Insurance
2024-25	11-000-262-610-00	10	General Supplies
2024-25	11-000-262-621-00	10	Natural Gas
2024-25	11-000-262-622-00	10	Electricity
2024-25	11-000-262-800-00	10	Other objects
2024-25	11-000-266-300-00	10	Purchase prof. and tech. service
2024-25	11-000-266-420-00	10	Security Maintenance

School Year	Account Number	GL Fund	Description
2024-25	11-000-266-610-00	10	Supplies and materials
2024-25	11-000-270-160-00	10	Salaries: Transportation
2024-25	11-000-270-220-00	10	Social Security Contribution
2024-25	11-000-270-270-00	10	Health Benefits
2024-25	11-000-270-503-00	10	Aid in Lieu
2024-25	11-000-270-512-00	10	Contracted service
2024-25	11-000-270-513-00	10	Contract. service jointure Regular
2024-25	11-000-270-515-00	10	Contract service jointure special
2024-25	11-000-270-517-00	10	Contract Service Regular ESC
2024-25	11-000-270-518-00	10	Contract service Special ESC
2024-25	11-000-291-220-00	10	Social Security Contribution
2024-25	11-000-291-241-00	10	PERS Liability
2024-25	11-000-291-241-01	10	DCRP Employer Contribution
2024-25	11-000-291-250-00	10	Unemployment Compensation
2024-25	11-000-291-260-00	10	Workers Compensation
2024-25	11-000-291-270-00	10	Health Benefits
2024-25	11-000-291-280-00	10	Tuition Reimbursement
2024-25	11-000-291-290-00	10	Other Employee Benefits
2024-25	11-000-310-930-00	10	Transfers to cover food defic.
2024-25	11-000-500-561-00	10	Transfer of funds to charter school
2024-25	11-105-100-101-00	10	Salaries: Teachers Preschool
2024-25	11-105-100-101-01	10	Preschool Sub. Salary
2024-25	11-105-100-270-00	10	Health Benefits
2024-25	11-105-100-936-00	10	Local Contribution to Transfer for Special Revenue
2024-25	11-110-100-101-00	10	Salaries: Teachers Kindergarten
2024-25	11-110-100-101-01	10	Sub. Salaries - KDG
2024-25	11-110-100-270-00	10	Health Benefits
2024-25	11-110-100-290-00	10	Other Employee Benefits
2024-25	11-120-100-101-00	10	Salaries: Teachers Grades 1-5
2024-25	11-120-100-101-01	10	Sub Salary
2024-25	11-120-100-270-00	10	Health Benefits
2024-25	11-120-100-290-00	10	Other Employee Benefits

School Year	Account Number	GL Fund	Description
2024-25	11-130-100-101-00	10	Salaries Teachers Grades 6-8
2024-25	11-130-100-101-01	10	Sub Salary
2024-25	11-130-100-270-00	10	Health Benefits
2024-25	11-130-100-290-00	10	Other Health Benefits
2024-25	11-150-100-101-00	10	Salaries Home Instruction Regular
2024-25	11-190-100-260-00	10	Workman's Compensation
2024-25	11-190-100-500-00	10	Other Purchase Services
2024-25	11-190-100-610-00	10	General Supplies
2024-25	11-190-100-610-00-01	10	First Grade Supplies
2024-25	11-190-100-610-00-02	10	Second Grade Supplies
2024-25	11-190-100-610-00-03	10	Third Grade Supplies
2024-25	11-190-100-610-00-04	10	Fourth Grade Supplies
2024-25	11-190-100-610-00-05	10	Fifth & Sixth Grade Supplies
2024-25	11-190-100-610-00-07	10	Seventh & Eight Grade Supplies
2024-25	11-190-100-610-00-C1	10	Copy Duplicator Paper
2024-25	11-190-100-610-00-K1	10	KDG Supplies
2024-25	11-190-100-610-00-P1	10	Preschool Supplies
2024-25	11-190-100-610-06	10	Teacher Recognition
2024-25	11-190-100-610-07-T1	10	Tech Supplies
2024-25	11-190-100-610-08-T1	10	Technology Software
2024-25	11-190-100-610-09-M1	10	Music Supplies
2024-25	11-190-100-610-10-S1	10	STEM & Kiln Supplies
2024-25	11-190-100-610-11-A1	10	Art Supplies
2024-25	11-190-100-610-12-P1	10	PE Supplies
2024-25	11-190-100-610-13-V1	10	World Language Supplies
2024-25	11-190-100-640-00	10	Textbooks
2024-25	11-190-100-800-00	10	Other Objects
2024-25	11-190-100-800-00-C1	10	Copier Lease/Telephone
2024-25	11-214-100-101-00	10	Autism Teacher
2024-25	11-214-100-270-00	10	Health Benefits
2024-25	11-219-100-101-00	10	Salaries Home Instruction Special
2024-25	11-240-100-101-00	10	Salaries: Teachers Bilingual

School Year	Account Number	GL Fund	Description
2024-25	11-240-100-101-01	10	Sub Salary
2024-25	11-240-100-270-00	10	Health Benefits
2024-25	11-240-100-610-00	10	Supplies
2024-25	11-401-100-100-00	10	Salaries: Co-curricular
2024-25	11-401-100-600-00	10	Supplies
2024-25	11-401-100-800-02	10	Student Insurance
2024-25	11-402-100-100-00	10	School Sponsored Athletics
2024-25	11-402-100-500-00	10	Pruchase Service
2024-25	11-402-100-600-00	10	Supplies
2024-25	11-421-100-178-00-P	10	Period A & B
2024-25	11-422-100-178-00-S	10	Salaries: Teachers Summer School
2024-25	12-000-400-720-00-A	10	Facilities Construction Service
2024-25	12-000-400-896-00	10	Assessment on SDA
2024-25	12-120-100-730-00	10	Grades 1-5 Equipment
2024-25	12-130-100-730-00	10	Grades 6-8 Equipment
2024-25	20-001-100-110-25-P	20	PTA Club Salaries
2024-25	20-001-100-220-25-P	20	PTA Club FICA
2024-25	20-001-100-600-22-S	20	Salesforce.com Donation
2024-25	20-001-200-600-21-S	20	Safety Grant FY 21
2024-25	20-001-200-600-22-S	20	Safety Grant FY 22
2024-25	20-001-200-600-22-S	20	Sustainable Jersey Grant
2024-25	20-001-200-600-23-J	20	Joanne Shu Donation
2024-25	20-001-200-600-23-S	20	Safety Grant FY 23
2024-25	20-001-200-600-24-B	20	Bradley Beach Business Community Alliance Supplies
2024-25	20-001-200-800-24-B	20	Bradly Beach Business Community Alliance Miscellaneous
2024-25	20-218-100-101-00	20	Salaries: Teachers PreSchool
2024-25	20-218-100-106-00	20	Preschool Aid Salares
2024-25	20-218-100-106-00-E	20	Salaries: Aides preschool expansion
2024-25	20-218-100-600-00	20	Preschool Supplies
2024-25	20-218-200-102-00	20	Salaries: Supervisor of Instruction
2024-25	20-218-200-104-00	20	Salaries Other Professional Staff
2024-25	20-218-200-173-00	20	Salary for Community Liaison

School Year	Account Number	GL Fund	Description
2024-25	20-218-200-176-00	20	Salary of Preschool coach
2024-25	20-218-200-200-00	20	Health Benefits
2024-25	20-218-200-320-00	20	Professional Development
2024-25	20-218-200-330-00	20	Other Purchase Services
2024-25	20-218-200-800-00	20	Miscellaneous
2024-25	20-223-100-101-00	20	ARP IDEA Salary Basic
2024-25	20-223-200-200-00	20	ARP IDEA Benefits
2024-25	20-223-200-320-00	20	ARP IDEA Basic Professional Service
2024-25	20-224-200-320-00	20	ARP IDEA Preschool Professional Service
2024-25	20-231-100-101-00	20	Salaries: Title I
2024-25	20-231-200-200-00	20	Employee Benefits
2024-25	20-231-200-220-00	20	Social Security
2024-25	20-232-100-101-00	20	Salaries C/O Title I
2024-25	20-232-200-200-00	20	Title I C/O Employee Benefits
2024-25	20-234-100-101-00	20	Salaries Title I SIA
2024-25	20-234-200-200-00	20	Title I SIA Benefits
2024-25	20-235-100-101-00	20	Salaries Title I SIA Carryover
2024-25	20-235-200-200-00	20	Title I SIA C/O Benefits
2024-25	20-241-100-101-00	20	Salaries Title III
2024-25	20-241-100-610-00-BI	20	Title III Supplies
2024-25	20-241-100-610-00-HI	20	Title III Supplies
2024-25	20-241-200-200-00	20	Employee Benefits Title III
2024-25	20-241-200-580-00	20	Travel Title III
2024-25	20-241-200-600-00	20	Noninstructional Supplies Title III
2024-25	20-242-100-610-00	20	Title III Supplies Carryover
2024-25	20-250-100-101-00	20	Salaries: Teachers IDEA
2024-25	20-250-100-106-00	20	Salaries: Aides IDEA
2024-25	20-250-200-200-00	20	Employee Benefits
2024-25	20-250-200-200-00-S	20	Social Security Benefits
2024-25	20-250-200-220-00	20	Social Security
2024-25	20-250-200-320-00	20	Professional Services
2024-25	20-251-200-320-00	20	Professional Services IDEA Carryover

School Year	Account Number	GL Fund	Description
2024-25	20-252-100-101-00	20	Salaries: Teachers IDEA Preschool
2024-25	20-252-200-200-00	20	Employee Benefits
2024-25	20-270-200-320-00	20	Title IIA Professional Service
2024-25	20-270-200-580-00	20	Title IIA Travel
2024-25	20-271-200-320-00	20	Title IIA Carryover Professional
2024-25	20-271-200-580-00	20	Travel Title IIA Carryover
2024-25	20-280-100-100-00	20	Salaries
2024-25	20-280-100-600-00	20	Supplies
2024-25	20-280-200-220-00	20	Social Security Benefits
2024-25	20-280-200-320-00	20	Purchase professional service
2024-25	20-280-200-580-00	20	Title IV Travel
2024-25	20-280-200-600-00	20	Title IV noninstructional Supplies
2024-25	20-281-100-600-00	20	Title IV Carryover Supplies
2024-25	20-281-200-320-00	20	Purchase Professional Service Carryover
2024-25	20-281-200-580-00	20	Title IV Travel Carryover
2024-25	20-471-100-600-00	20	Climate Awareness Instructional Supplies
2024-25	20-471-200-300-00	20	Climate Awareness Professional Service
2024-25	20-471-200-500-00	20	Climate Awareness Other Purchase Services
2024-25	20-483-100-101-00	20	Salaries
2024-25	20-483-100-101-00-S	20	Salaries
2024-25	20-483-100-320-00	20	Purchase Professional Services
2024-25	20-483-100-610-00	20	Supplies
2024-25	20-483-200-110-00	20	Salaries
2024-25	20-483-200-200-00	20	Benefits
2024-25	20-483-200-220-00	20	Social Security Benefits
2024-25	20-483-200-320-00	20	Purchase Professional Service
2024-25	20-483-200-600-00	20	Supplies
2024-25	20-483-400-731-00	20	Equipment
2024-25	20-484-100-101-00-A	20	Salaries
2024-25	20-484-100-101-00-S	20	Salaries for teachers
2024-25	20-484-100-320-00	20	Purchase Professional Services
2024-25	20-484-100-610-00	20	Supplies

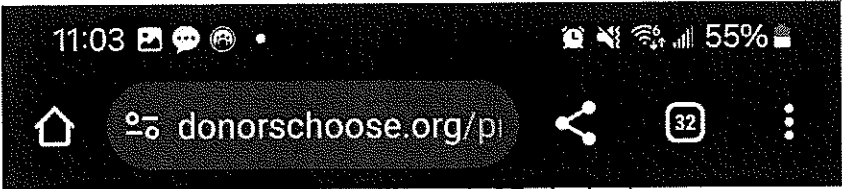
School Year	Account Number	GL Fund	Description
2024-25	20-484-200-220-00	20	Social Security
2024-25	20-484-200-320-00	20	Purchase Professional Services
2024-25	20-484-200-600-00	20	Supplies
2024-25	20-485-100-101-00	20	Salaries
2024-25	20-485-200-104-00	20	Salaries
2024-25	20-485-200-200-00	20	Benefits
2024-25	20-485-200-320-00	20	Purchase Professional Service
2024-25	20-487-100-101-00	20	Salaries ARP ESSER
2024-25	20-487-100-106-00	20	Aides Salaries ARP ESSER
2024-25	20-487-100-610-00	20	Supplies ARP ESSER
2024-25	20-487-200-104-00	20	Salaries ARP ESSER
2024-25	20-487-200-110-00	20	Noninstructional Other Salaries APR ESSER
2024-25	20-487-200-200-00	20	Benefits ARP ESSER
2024-25	20-487-200-220-00	20	Social Security ARP ESSER
2024-25	20-487-200-270-00	20	Health Benefits ARP ESSER
2024-25	20-487-200-320-00	20	Professional Services
2024-25	20-487-200-580-00	20	Travel ARP ESSER
2024-25	20-487-200-600-00	20	Noninstructional Supplies ARP ESSER
2024-25	20-487-200-800-00	20	Miscellaneous ARP ESSER
2024-25	20-487-400-720-00	20	Facilities ARP ESSER
2024-25	20-488-200-320-00	20	Purchase Professional Service Learning Coach
2024-25	20-488-200-600-00	20	Supplies Learning Coach
2024-25	20-489-100-101-00-S	20	Salaries Summer
2024-25	20-489-100-610-00	20	Supplies Summer
2024-25	20-489-200-220-00	20	Social Security Summer
2024-25	20-490-100-100-00	20	Salaries Clubs Beyond the Day
2024-25	20-490-100-101-00-A	20	Salaries Beyond the day
2024-25	20-490-100-610-00	20	Supplies Clubs Beyond the Day
2024-25	20-490-200-220-00	20	Social Security Beyond the Day
2024-25	20-490-200-600-00	20	Supplies Beyond the Day
2024-25	20-491-200-104-00	20	Salaries ARP ESSER Mental Health
2024-25	20-491-200-200-00	20	Benefits ARP ESSER Mental Health

School Year	Account Number	GL Fund	Description
2024-25	20-492-200-420-00	20	SDA Capital Maintenance
2024-25	20-492-400-730-00	20	SDA Capital Maintenance
2024-25	40-701-510-834-00	40	Interest on Bonds
2024-25	40-701-510-910-00	40	Redemption of Principal

11:02

55%

Staples Magnetic Clips, 2.25"W, Silver, 12/Pack (17695) • QUILL.COM	1	\$13.13
Lakeshore Smiling Cake Birthday Crowns • LAKESHORE LEARNING MATERIALS	1	\$12.99
ACCO Economy #1 Paper Clips, Silver, 100/Box, 10 Boxes/Pack (A7072380) • QUILL.COM	1	\$12.41
Gojmzo 600 PCS Stickers for Kids, Cute Water Bottle Stickers, Vinyl Waterproof Stickers for Laptop Skateboard Phone Computer Hydroflask, Cute Kawaii Animal Sticker Pack for Kids Teens Girls • AMAZON BUSINESS	1	\$9.99
Staples Book Rings 1 Silver 100/Pack (44418) • STAPLES	1	\$7.83
36 Pcs Happy Birthday Slap Bracelets for Kids Birthday Bracelets Bulk for classroom Snap Bracelet Party Favors Supplies for Boys&Girls Birthday Wristbands for Classroom supplies Holiday Gifts • AMAZON BUSINESS	1	\$7.49
Materials cost		\$257.00
Vendor shipping charges		\$4.63
Sales tax		\$0.00
3rd party payment processing fee		\$3.86
Fulfillment labor & materials		\$30.00
Total project cost		\$295.49
Suggested donation to help		\$52.15



This project will reach 15 students.

3 donors have given to this project.

WHERE YOUR DONATION GOES

MATERIALS	QUANTITY	TOTAL
Canon RP-54 Color Ink/Paper Set, Compatible with SELPHY CP910/CP1200/CP1300 • AMAZON BUSINESS	4	\$88.00
Canon KC-36IP Black and Color Standard Yield Printer Cartridge and Paper Kit (KC-36IP) • STAPLES	3	\$39.87
Materials cost		\$127.87
Vendor shipping charges		FREE
Sales tax		\$0.00
3rd party payment processing fee		\$1.92
Fulfillment labor & materials		\$30.00
Total project cost		\$159.79
Suggested donation to help DonorsChoose reach more classrooms		\$28.20
Total project goal		\$187.99
Still needed		\$68.00

HOORAY! THIS PROJECT IS FULLY FUNDED

11:02 MATERIALS QUANTITY TOTAL		
Crayola Crayon Classpack - 400ct (8 Assorted Colors), Large Crayons for Kids, Bulk Classroom Supplies for Teachers, Back to School, Ages 3+ • AMAZON BUSINESS	1	\$50.54
Lakeshore Large Self-Adhesive Nameplate Sleeves (4 3/4" x 18 1/4") - Set of 12 • LAKESHORE LEARNING MATERIALS	1	\$39.99
Better Office Products Orange Plastic 2 Pocket Folders with Prongs, Heavyweight, Letter Size Poly Folders, 24 Pack, with 3 Metal Prongs Fastener Clips, Orange • AMAZON BUSINESS	1	\$23.75
Teacher Created Resources - Sticker Book For All Seasons 1008pk • TEACHERS' SCHOOL SUPPLY	1	\$17.99
Astrobrights Colored Paper 24 lbs. 8.5 x 11 Blast-Off Blue 500 Sheets/Ream (21906) • STAPLES	1	\$16.65
TRU RED 8.5 x 11 Copy Paper 20 lbs. 92 Brightness 500 Sheets/Ream (TR56957) • STAPLES	2	\$15.26
Astrobrights® Color Multi-Use Printer & Copy Paper, Gamma Green, Letter (8.5" x 11"), 500 Sheets Per Ream, 24 Lb, 94 Brightness • AMAZON BUSINESS	1	\$14.99
HORIECHALY Scratch and Sniff Stickers, 68 Sheets Scented Stickers, 17 Different Scents Smelly Stickers for Kids & Teachers & Parents as Reward Stickers, Christmas Gift,	1	\$13.99

CHANGE ORDER

AIA DOCUMENT G701

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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Attachment XVI-I

PROJECT: HVAC Upgrades at Bradley Beach
Elementary School
(name, address) 515 Brinley Avenue
Bradley Beach, NJ 07720

CHANGE ORDER: GC-03
DATE: August 28, 2024
PROJECT NO. 4127
(ARCHITECT'S)
CONTRACT DATE: October 27, 2023
CONTRACT FOR: General Construction

TO: Chappelle Mechanical, Inc.
(name, address) 105 Fleming Street
Piscataway, NJ 08854

The Contract is to be changed as follows:

The following items shall be deducted from the Allowances:

1. Labor & materials to patch & paint the storage room floor as requested by the owner in the amount of \$1,397.62.
2. Labor & materials to provide and install cubicle curtains as requested by the owner in the amount of \$3,811.52.
3. Labor & materials to replace toilet plumbing fixtures as requested by the owner in the amount of \$3,724.32.
4. Labor & materials to repair plumbing pipe leak as requested by the owner in the amount of \$2,179.25.

Total amount to be deducted from Allowances #1 shall be \$11,112.71.

Remaining Allowance #1: \$9,439.36.

Not valid until signed by the Owner Architect and Contractor.

The original Contract Sum was.	\$345,560.00
Net change by previously authorized Change Orders.	\$0.00
The Contract Sum prior to this Change Order was.	\$345,560.00
The Contract Sum will be unchanged by this Change Order in the amount of.	\$0.00
The new Contract Sum including this Change Order will be.	\$345,560.00

The Contract Time will be **unchanged** by (0) days
The date of Substantial Completion as of the date of this Change Order therefore is **unchanged**

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by the Construction Change Directive.

DI CARA | RUBINO ARCHITECTS

CHAPPELLE MECHANICAL, INC.

BRADLEY BEACH B.O.E.

ARCHITECT

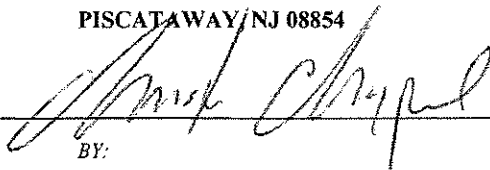
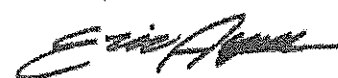
CONTRACTOR

OWNER

30 GALESI DRIVE
WAYNE, NJ 07470

105 FLEMING STREET
PISCATAWAY, NJ 08854

515 BRINLEY AVENUE
BRADLEY BEACH, NJ 07720



BY: ERIC AYERS
Project Manager

BY:

BY: MR. DAVID TONZOLA
Business Administrator

DATE: AUGUST 28, 2024

DATE: 9/6/24

DATE:

CHANGE ORDER

ALA DOCUMENT G701

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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PROJECT: HVAC Upgrades at Bradley Beach
Elementary School
(name, address) 515 Brinley Avenue
Bradley Beach, NJ 07720

CHANGE ORDER: GC-04
DATE: August 28, 2024
PROJECT NO. 4127
(ARCHITECT'S)
CONTRACT DATE: October 27, 2023
CONTRACT FOR: General Construction

TO: Chappelle Mechanical, Inc.
(name, address) 105 Fleming Street
Piscataway, NJ 08854

The Contract is to be changed as follows:

The following items shall be deducted from the Contract:

1. Credit for remaining unused Allowances in the amount of \$9,439.36.

Total amount to be deducted from the Contract shall be \$9,439.36.

Remaining Allowance #1: \$0.00.

Not valid until signed by the Owner Architect and Contractor.

The original Contract Sum was.	\$345,560.00
Net change by previously authorized Change Orders.	\$0.00
The Contract Sum prior to this Change Order was.	\$345,560.00
The Contract Sum will be decreased by this Change Order in the amount of.	\$9,439.36
The new Contract Sum including this Change Order will be.	\$336,120.64

The Contract Time will be **unchanged** by (0) days

The date of Substantial Completion as of the date of this Change Order therefore is **unchanged**

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by the Construction Change Directive.

DI CARA | RUBINO ARCHITECTS

ARCHITECT

30 GALESI DRIVE
WAYNE, NJ 07470



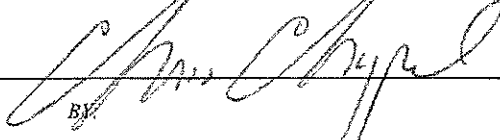
BY: ERIC AYERS
Project Manager

DATE: AUGUST 28, 2024

CHAPPELLE MECHANICAL, INC.

CONTRACTOR

105 FLEMING STREET
PISCATAWAY, NJ 08854



BY:

DATE:

9/6/24

BRADLEY BEACH B.O.E.

OWNER

515 BRINLEY AVENUE
BRADLEY BEACH, NJ 07720

BY: MR. DAVID TONZOLA
Business Administrator

DATE:

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

Attachment XVI-J

**Fund 10 - Interim Balance Sheet
For the two month period ending 08/31/2024**

Assets and Resources

Assets

Account Number	Account Name	Subtotal Balance	Balance
101	Cash in Bank		1,821,584.79
116	Investment - Capital Reserve Account		240,000.00
117	Investment - Maintenance Reserve Account		190,000.00
118	Investment - Current Expense Emergency Reserve Account		178,700.00
121	Tax Levy Receivable		5,597,676.00
	Accounts Receivable:		
141	Intergovernmental - StateAccounts Receivable:	360,979.86	
153,154	Other (net of estimated uncollectible of \$10,000)Accounts Receivable:	0.00	360,979.86
	Loans Receivable:		
			<u>8,388,940.65</u>

Resources

Account Number	Account Name	Subtotal Balance	Balance
301	Estimated Revenues	7,459,756.00	
302	Less Revenues	7,444,889.16	14,866.84
			<u>14,866.84</u>
	Total Assets and Resources:		<u>8,403,807.49</u>

Liabilities and Fund Equity

Liabilities

Account Number	Account Name	Subtotal Balance	Balance
421	Accounts Payable		(33,916.26)
			<u>(33,916.26)</u>

Fund Balance

Account Number	Account Name	Subtotal Balance	Subtotal Balance 2	Subtotal Balance 3	Balance
	Appropriated:				
753	Reserve for Encumbrances - Current Year		1,919,689.73		
754+753	Reserve for Encumbrances - Current + Prior			1,919,689.73	
	Reserve Fund Balance:				
761	Capital Reserve Account		240,000.00		
604	Add: Increase in Capital Reserve		1,000.00		
317	Less: Budgeted Withdrawal from Capital Reserve-Transfer to Debt Service		0.00	241,000.00	
764	Maintenance Reserve Account		190,000.00		
606	Add: Increase in Maintenance Reserve		500.00		
310	Less: Budgeted Withdrawal from Maintenance Reserve		35,000.00	155,500.00	
766	Current Expense Emergency Reserve Account		178,700.00		
607	Add: Increase in Current Expense Emergency Reserve		500.00		
312	Less: Budgeted Withdrawal from Current Expense Emergency Reserve		0.00	179,200.00	
	Appropriations				
601	Appropriations		7,886,487.00		
602	Less: Expenditures	506,330.41			
603	Encumbrances	1,919,689.73	(2,426,020.14)	5,460,466.86	
	Total Appropriated			7,955,856.59	
	Unappropriated				
770	Unassigned Fund Balance			875,598.16	
303	Budgeted Fund Balance			393,731.00	
					<u>8,437,723.75</u>
	Total Liabilities and Fund Equity:				<u>8,403,807.49</u>

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

**Fund 10 - Interim Statements Comparing Budgeted Revenue with Actual to Date
and Appropriations with Expenditures and Encumbrances to Date
For the two month period ending 08/31/2024**

Revenues/Sources of Funds

Account Number	Line	Revenues/Sources of Funds	Original Budget Certified For Taxes	Budget Transfers	Budgeted / Estimated	Actual to Date	Note	Unrealized Balance
10-1xxx	370	From Local Sources	7,027,098.00	0.00	7,027,098.00	7,012,231.16	Under	14,866.84
10-3xxx	520	From State Sources	432,658.00	0.00	432,658.00	432,658.00		0.00
-		Total Revenues/Sources Of Funds	7,459,756.00	0.00	7,459,756.00	7,444,889.16	Under	14,866.84

General Fund

Current Expense

Account Number	Line	Expenditures Description	Original Budget Certified For Taxes	Budget Transfers	Appropriations	Expenditures	Encumbrances	Available Balance
11-1xx-100-xxx	3200	Regular Programs - Instruction	2,258,019.00	(2,300.00)	2,255,719.00	15,362.55	160,990.19	2,079,366.26
11-2xx-100-xxx	10300	Special Education - Instruction	82,300.00	0.00	82,300.00	0.00	0.00	82,300.00
11-240-100-xxx	12160	Bilingual Education - Instruction	143,028.00	0.00	143,028.00	0.00	0.00	143,028.00
11-401-100-xxx	17100	School-Sponsored Cocurricular/Extracurricular Activities - Instruction	37,855.00	0.00	37,855.00	0.00	0.00	37,855.00
11-402-100-xxx	17600	School-Sponsored Athletics - Instruction	47,335.00	0.00	47,335.00	1,600.00	0.00	45,735.00
11-422-xxx-xxx	20620	Summer School	18,114.00	0.00	18,114.00	17,098.65	0.00	1,015.35
	72140	<i>Undistributed Expenditures:</i>						
11-000-100-xxx	29180	Instruction (Tuition)	1,786,935.00	(25,050.00)	1,761,885.00	0.00	0.00	1,761,885.00
11-000-211-xxx	29680	Attendance and Social Work Services	67,120.00	0.00	67,120.00	7,272.60	52,201.40	7,646.00
11-000-213-xxx	30620	Health Services	76,415.00	0.00	76,415.00	3,150.00	3,827.09	69,437.91
11-000-216-xxx	40580	Speech, OT, PT and Related Services	136,235.00	0.00	136,235.00	0.00	0.00	136,235.00
11-000-217-xxx	41080	Other Support Services Students - Extraordinary Services	61,138.00	0.00	61,138.00	0.00	0.00	61,138.00
11-000-218-xxx	41660	Guidance	64,425.00	2,300.00	66,725.00	2,260.00	302.80	64,162.20
11-000-219-xxx	42200	Child Study Teams	132,849.00	0.00	132,849.00	16,722.78	110,866.02	5,260.20
11-000-221-xxx	43200	Improvement of Instruction	136,646.00	9,800.00	146,446.00	21,924.20	119,823.15	4,698.65
11-000-222-xxx	43620	Educational Media Services/School Library	95,143.00	0.00	95,143.00	18,831.42	70,862.09	5,449.49
11-000-223-xxx	44180	Instructional Staff Training	13,449.00	0.00	13,449.00	0.00	0.00	13,449.00
11-000-230-xxx	45300	General Administration	261,463.00	0.00	261,463.00	48,831.22	178,197.17	34,434.61
11-000-240-xxx	46160	School Administration	7,200.00	0.00	7,200.00	1,625.00	5,000.00	575.00
11-000-251-xxx	47200	Central Services	179,831.00	0.00	179,831.00	32,091.51	124,639.84	23,099.65
11-000-252-xxx	47620	Administrative Information Technology	7,300.00	0.00	7,300.00	2,057.15	4,027.85	1,215.00
11-000-261-xxx	48580	Required Maintenance for School Facilities	180,437.00	0.00	180,437.00	39,614.06	55,231.76	85,591.18
11-000-262-xxx	49340	Custodial Services	413,192.00	0.00	413,192.00	40,060.79	125,204.30	247,926.91
11-000-266-xxx	51100	Security	14,850.00	0.00	14,850.00	1,213.00	742.50	12,894.50
11-000-270-xxx	52480	Student Transportation	296,073.00	0.00	296,073.00	9,451.82	42,274.16	244,347.02
11-xxx-xxx-2xx	71260	Employee Benefits	1,284,664.00	15,250.00	1,299,914.00	217,367.66	790,824.41	291,721.93
		Total General Expense	7,802,016.00	0.00	7,802,016.00	496,534.41	1,845,014.73	5,460,466.86

Capital Outlay

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

Fund 10 Items

Account Number	Line	Expenditures Description	Original Budget Certified For Taxes	Budget Transfers	Appropriations	Expenditures	Encumbrances	Available Balance
10-000-100-56x	84000	Transfer of Funds to Charter Schools	62,809.00	0.00	62,809.00	9,796.00	53,013.00	0.00

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

	62,809.00	0.00	62,809.00	9,796.00	53,013.00	0.00
Total General Fund	7,886,487.00	0.00	7,886,487.00	506,330.41	1,919,689.73	5,460,466.86

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

**Fund 10 - Schedule of Revenues
Actual Compared with Estimate
For the two month period ending 08/31/2024**

Account Number	Line	Account Name	Original Budget Certified For Taxes	Budget Transfers	Estimated	Actual	Unrealized
Revenues/Sources of Funds							
- Local Sources							
10-1210	100	Local Tax Levy	6,997,098.00	0.00	6,997,098.00	6,997,098.00	0.00
10-1310	140	Tuition from Individuals	6,100.00	0.00	6,100.00	0.00	6,100.00
10-1xxx	340	Interest Earned on Capital Reserve Funds	1,000.00	0.00	1,000.00	1,000.00	0.00
10-1xxx	330	Interest Earned on Maintenance Reserve Funds	500.00	0.00	500.00	500.00	0.00
10-1xxx	320	Interest Earned on Current Expense Emergency Reserve Funds	500.00	0.00	500.00	500.00	0.00
10-1xxx	350	Other Restricted Miscellaneous Revenues	21,900.00	0.00	21,900.00	13,133.16	8,766.84
10-1xxx	370	Total Revenue from Local Sources	7,027,098.00	0.00	7,027,098.00	7,012,231.16	14,866.84
- State Sources							
10-3121	420	Categorical Transportation Aid	85,575.00	0.00	85,575.00	85,575.00	0.00
10-3132	440	Categorical Special Education Aid	189,718.00	0.00	189,718.00	189,718.00	0.00
10-3177	470	Categorical Security Aid	134,097.00	0.00	134,097.00	134,097.00	0.00
10-3xxx	500	Other State Aids	23,268.00	0.00	23,268.00	23,268.00	0.00
10-3xxx	520	Total Revenue from State Sources	432,658.00	0.00	432,658.00	432,658.00	0.00
-		Total Revenues/Sources of Funds	7,459,756.00	0.00	7,459,756.00	7,444,889.16	14,866.84

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

**Fund 10 - Statement of Appropriations
Compared with Expenditures and Encumbrances
For the two month period ending 08/31/2024**

Account Number	Line	Account Name	Original Budget Certified For Taxes	Budget Transfers	Appropriations	Expenditures	Encumbrances	Available Balance
General Fund								
- General Current Expense								
-- Regular Programs - Instruction								
--- Regular Programs - Instruction								
11-105-100-101	2000	Preschool - Salaries of Teachers	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
11-105-100-936	2060	Local Contribution - Transfer to Special Revenue - Inclusion	93,126.00	0.00	93,126.00	0.00	93,126.00	0.00
11-110-100-101	2080	Kindergarten - Salaries of Teachers	163,700.00	0.00	163,700.00	0.00	0.00	163,700.00
11-120-100-101	2100	Grades 1-5 - Salaries of Teachers	980,200.00	0.00	980,200.00	0.00	0.00	980,200.00
11-130-100-101	2120	Grades 6-8 - Salaries of Teachers	858,225.00	0.00	858,225.00	0.00	0.00	858,225.00
subtotal	subtotal	Total Regular Programs - Instruction	2,096,251.00	0.00	2,096,251.00	0.00	93,126.00	2,003,125.00
--- Regular Programs - Home Instruction								
11-150-100-101	2500	Salaries of Teachers	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
subtotal	subtotal	Total Regular Programs - Home Instruction	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
--- Regular Programs - Undistributed Instruction								
11-190-100-500	3060	Other Purchased Services (400- 500 series)	7,500.00	0.00	7,500.00	0.00	0.00	7,500.00
11-190-100-610	3080	General Supplies	110,268.00	(2,300.00)	107,968.00	10,122.62	33,247.00	64,598.38
11-190-100-800	3120	Other Objects	43,000.00	0.00	43,000.00	5,239.93	34,617.19	3,142.88
subtotal	subtotal	Total Regular Programs - Undistributed Instruction	160,768.00	(2,300.00)	158,468.00	15,362.55	67,864.19	75,241.26
11-1xx-100-xxxx	3200	Total Regular Programs - Instruction	2,258,019.00	(2,300.00)	2,255,719.00	15,362.55	160,990.19	2,079,366.26
-- Special Education Programs								
--- Autism:								
11-214-100-101	7500	Salaries of Teachers	81,300.00	0.00	81,300.00	0.00	0.00	81,300.00
11-214-100-xxx	7660	Total Autism	81,300.00	0.00	81,300.00	0.00	0.00	81,300.00
--- Home Instruction:								
11-219-100-101	9260	Salaries of Teachers	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
11-219-100-xxx	9420	Total Home Instruction	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
subtotal special ed	10300	Total Special Education - Instruction	82,300.00	0.00	82,300.00	0.00	0.00	82,300.00
-- Bilingual Education - Instruction								
11-240-100-101	12000	Salaries of Teachers	142,228.00	0.00	142,228.00	0.00	0.00	142,228.00
11-240-100-610	12100	General Supplies	800.00	0.00	800.00	0.00	0.00	800.00
11-240-100-xxx	12160	Total Bilingual Education - Instruction	143,028.00	0.00	143,028.00	0.00	0.00	143,028.00
-- School-Sponsored Cocurricular/Extracurricular Activities - Instruction								
11-401-100-100	17000	Salaries	37,605.00	0.00	37,605.00	0.00	0.00	37,605.00
11-401-100-600	17040	Supplies and Materials	250.00	0.00	250.00	0.00	0.00	250.00
11-401-100-xxx	17100	Total School-Spon. Co/Extra- curricular Actvts. - Inst.	37,855.00	0.00	37,855.00	0.00	0.00	37,855.00
-- School-Sponsored Athletics - Instruction								
11-402-100-100	17500	Salaries	29,835.00	0.00	29,835.00	0.00	0.00	29,835.00
11-402-100-500	17520	Purchased Services (300-500 series)	15,000.00	0.00	15,000.00	1,600.00	0.00	13,400.00
11-402-100-600	17540	Supplies and Materials	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
11-402-100-xxx	17600	Total School-Sponsored Athletics - Instruction	47,335.00	0.00	47,335.00	1,600.00	0.00	45,735.00
-- Summer School								
--- Summer School - Instruction								
11-422-100-178	20040	Salaries of Teacher Tutors	18,114.00	0.00	18,114.00	17,098.65	0.00	1,015.35
11-422-100-xxx	20180	Total Summer School - Instruction	18,114.00	0.00	18,114.00	17,098.65	0.00	1,015.35
11-422-xxx-xxx	20620	Total Summer School	18,114.00	0.00	18,114.00	17,098.65	0.00	1,015.35
-- Total Undistributed Expenditures								
--- Undistributed Expenditures - Instruction (Tuition)								
11-000-100-561	29000	Tuition to Other LEAs Within the State-Regular	1,354,560.00	0.00	1,354,560.00	0.00	0.00	1,354,560.00
11-000-100-562	29020	Tuition to Other LEAs Within the State-Special	219,700.00	0.00	219,700.00	0.00	0.00	219,700.00

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

Account Number	Line	Account Name	Original Budget Defined for Taxes	Budget Transfers	Appropriations	Expenditures	Encumbrances	Available Balance
11-000-100-563	29040	Tuition to County Voc. School Dist.-Regular	36,870.00	0.00	36,870.00	0.00	0.00	36,870.00
11-000-100-564	29060	Tuition to County Voc. School Dist.-Special	14,026.00	0.00	14,026.00	0.00	0.00	14,026.00
11-000-100-566	29100	Tuition to Priv. Sch. for the Disabled - Within the State	161,779.00	(25,050.00)	136,729.00	0.00	0.00	136,729.00
11-000-100-xxx	29180	Total Undistributed Expenditures - Instruction (Tuition)	1,786,935.00	(25,050.00)	1,761,885.00	0.00	0.00	1,761,885.00
--- Undistributed Expenditures - Attendance and Social Work								
11-000-211-100	29500	Salaries	60,470.00	0.00	60,470.00	6,730.32	52,074.68	1,665.00
11-000-211-173	29560	Salaries of Family Liaisons/Comm. Parent Inv. Spec.	5,850.00	0.00	5,850.00	0.00	0.00	5,850.00
11-000-211-600	29640	Supplies and Materials	800.00	0.00	800.00	542.28	126.72	131.00
11-000-211-xxx	29680	Total Attendance and Work	67,120.00	0.00	67,120.00	7,272.60	52,201.40	7,646.00
--- Undistributed Expenditures - Health Services								
11-000-213-100	30500	Salaries	67,815.00	0.00	67,815.00	3,150.00	0.00	64,665.00
11-000-213-300	30540	Purchased Professional and Technical Services	5,000.00	0.00	5,000.00	0.00	2,000.00	3,000.00
11-000-213-600	30580	Supplies and Materials	3,300.00	0.00	3,300.00	0.00	1,827.09	1,472.91
11-000-213-800	30600	Other Objects	300.00	0.00	300.00	0.00	0.00	300.00
11-000-213-xxx	30620	Total Undistributed Expenditures - Health Services	76,415.00	0.00	76,415.00	3,150.00	3,827.09	69,437.91
--- Undistributed Expenditures - Speech, OT, PT and Related Services								
11-000-216-100	40500	Salaries	87,350.00	0.00	87,350.00	0.00	0.00	87,350.00
11-000-216-320	40520	Purchased Professional - Educational Services	48,385.00	0.00	48,385.00	0.00	0.00	48,385.00
11-000-216-600	40540	Supplies and Materials	500.00	0.00	500.00	0.00	0.00	500.00
11-000-216-xxx	40580	Total Speech, OT, PT and Related Services	136,235.00	0.00	136,235.00	0.00	0.00	136,235.00
--- Undistributed Expenditures-Other Supp. Serv. Students-Extraordinary Svcs								
11-000-217-100	41000	Salaries	61,138.00	0.00	61,138.00	0.00	0.00	61,138.00
11-000-217-xxx	41080	Total Other Support Services Students-Extraordinary Serv.	61,138.00	0.00	61,138.00	0.00	0.00	61,138.00
--- Undistributed Expenditures - Guidance								
11-000-218-104	41500	Salaries of Other Professional Staff	64,125.00	0.00	64,125.00	0.00	0.00	64,125.00
11-000-218-600	41620	Supplies and Materials	300.00	2,300.00	2,600.00	2,260.00	302.80	37.20
11-000-218-xxx	41660	Total Undistributed Expenditures - Guidance	64,425.00	2,300.00	66,725.00	2,260.00	302.80	64,162.20
--- Undistributed Expenditures - Child Study Teams								
11-000-219-104	42000	Salaries of Other Professional Staff	119,608.00	0.00	119,608.00	7,616.98	110,866.02	1,125.00
11-000-219-320	42060	Purchased Professional - Educational Services	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
11-000-219-600	42160	Supplies and Materials	9,741.00	0.00	9,741.00	7,990.80	0.00	1,750.20
11-000-219-800	42180	Other Objects	2,000.00	0.00	2,000.00	1,115.00	0.00	885.00
11-000-219-xxx	42200	Total Child Study Teams	132,849.00	0.00	132,849.00	16,722.78	110,866.02	5,260.20
--- Undistributed Expenditures - Improvement of Instruction Services								
11-000-221-102	43000	Salaries of Supervisor of Instruction	111,323.00	0.00	111,323.00	18,553.68	92,769.32	0.00
11-000-221-104	43020	Salaries of Other Professional Staff	3,600.00	0.00	3,600.00	0.00	0.00	3,600.00
11-000-221-105	43040	Salaries of Secretarial and Clerical Assist.	20,223.00	0.00	20,223.00	3,370.52	16,852.48	0.00
11-000-221-320	43100	Purchased Professional-Educational Services	0.00	9,800.00	9,800.00	0.00	9,784.00	16.00
11-000-221-600	43160	Supplies and Materials	1,000.00	0.00	1,000.00	0.00	417.35	582.65
11-000-221-800	43180	Other Objects	500.00	0.00	500.00	0.00	0.00	500.00
11-000-221-xxx	43200	Total Improvement of Instruction Services	136,646.00	9,800.00	146,446.00	21,924.20	119,823.15	4,698.65
--- Undistributed Expenditures - Educational Media Services/School Library								
11-000-222-177	43520	Salaries of Technology Coordinators	89,706.00	0.00	89,706.00	18,831.42	70,862.09	12.49
11-000-222-300	43540	Purchased Professional and Technical Services	5,437.00	0.00	5,437.00	0.00	0.00	5,437.00
11-000-222-xxx	43620	Total Educational Media Services/School Library	95,143.00	0.00	95,143.00	18,831.42	70,862.09	5,449.49
--- Undistributed Expenditures - Instructional Staff Training Services								
11-000-223-320	44080	Purchased Professional - Educational Serv	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00

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

Account Number	Line	Account Name	Original Budget Certified For Taxes	Budget Transfers	Appropriations	Expenditures	Encumbrances	Available Balance
11-000-223-500	44120	Other Purchased Services (400-500 series)	12,449.00	0.00	12,449.00	0.00	0.00	12,449.00
11-000-223-xxx	44180	Total Instructional Staff Training Services	13,449.00	0.00	13,449.00	0.00	0.00	13,449.00
--- Undistributed Expenditures - Support Services - General Administration								
11-000-230-100	45000	Salaries	174,628.00	0.00	174,628.00	29,104.52	145,523.48	0.00
11-000-230-331	45040	Legal Services	6,000.00	0.00	6,000.00	0.00	0.00	6,000.00
11-000-230-332	45060	Audit Fees	27,560.00	1,590.00	29,150.00	2,500.00	26,650.00	0.00
11-000-230-334	45080	Architectural/Engineering Services	10,000.00	(1,590.00)	8,410.00	0.00	1,650.00	6,760.00
11-000-230-339	45100	Other Purchased Professional Services	8,915.00	300.00	9,215.00	7,115.00	2,000.00	100.00
11-000-230-530	45140	Communications / Telephone	9,960.00	0.00	9,960.00	1,026.71	1,985.73	6,947.56
11-000-230-585	45160	BOE Other Purchased Services	4,600.00	(465.00)	4,135.00	0.00	0.00	4,135.00
11-000-230-590	45180	Misc Purchased Services (400-500 series, O/T 530 and 585)	4,000.00	0.00	4,000.00	136.24	111.96	3,751.80
11-000-230-610	45200	General Supplies	7,000.00	0.00	7,000.00	823.00	276.00	5,901.00
11-000-230-890	45260	Miscellaneous Expenditures	5,000.00	0.00	5,000.00	4,160.99	0.00	839.01
11-000-230-895	45280	BOE Membership Dues and Fees	3,800.00	165.00	3,965.00	3,964.76	0.00	0.24
11-000-230-xxx	45300	Total Support Services - General Administration	261,463.00	0.00	261,463.00	48,831.22	178,197.17	34,434.61
--- Undistributed Expenditures - Support Services - School Administration								
11-000-240-103	46000	Salaries of Principals/Assistant Principals	6,000.00	0.00	6,000.00	1,000.00	5,000.00	0.00
11-000-240-600	46120	Supplies and Materials	200.00	0.00	200.00	0.00	0.00	200.00
11-000-240-800	46140	Other Objects	1,000.00	0.00	1,000.00	625.00	0.00	375.00
11-000-240-xxx	46160	Total Support Services - School Administration	7,200.00	0.00	7,200.00	1,625.00	5,000.00	575.00
--- Undistributed Expenditures - Central Services								
11-000-251-100	47000	Salaries	157,254.00	0.00	157,254.00	30,586.54	123,334.84	3,332.62
11-000-251-330	47020	Purchased Professional Services	350.00	15.00	365.00	0.00	365.00	0.00
11-000-251-340	47040	Purchased Technical Services	16,827.00	0.00	16,827.00	0.00	600.00	16,227.00
11-000-251-600	47100	Supplies and Materials	2,800.00	(15.00)	2,785.00	254.97	15.00	2,515.03
11-000-251-890	47180	Miscellaneous Expenditures	2,600.00	0.00	2,600.00	1,250.00	325.00	1,025.00
11-000-251-xxx	47200	Total Central Services	179,831.00	0.00	179,831.00	32,091.51	124,639.84	23,099.65
--- Undistributed Expenditures - Administrative Information Technology								
11-000-252-100	47500	Salaries	5,000.00	0.00	5,000.00	972.15	4,027.85	0.00
11-000-252-600	47580	Supplies and Materials	2,300.00	0.00	2,300.00	1,085.00	0.00	1,215.00
11-000-252-xxx	47620	Total Administrative Information Technology	7,300.00	0.00	7,300.00	2,057.15	4,027.85	1,215.00
--- Operation and Maintenance of Plant Services								
---- Undistributed Expenditures - Required Maintenance for School Facilities								
11-000-261-420	48520	Cleaning, Repair, and Maintenance Services	130,000.00	0.00	130,000.00	31,584.17	51,337.29	47,078.54
11-000-261-610	48540	General Supplies	12,000.00	0.00	12,000.00	165.90	199.37	11,634.73
11-000-261-800	48560	Other Objects	38,437.00	0.00	38,437.00	7,863.99	3,695.10	26,877.91
11-000-261-xxx	48580	Total Required Maintenance for School Facilities	180,437.00	0.00	180,437.00	39,614.06	55,231.76	85,591.18
---- Undistributed Expenditures - Custodial Services								
11-000-262-100	49000	Salaries	152,578.00	0.00	152,578.00	24,072.79	119,077.52	9,427.69
11-000-262-107	49020	Salaries of Non-Instructional Aides	30,798.00	0.00	30,798.00	210.00	0.00	30,588.00
11-000-262-300	49040	Purchased Professional and Technical Services	2,500.00	0.00	2,500.00	0.00	1,890.00	610.00
11-000-262-490	49120	Other Purchased Property Services	5,150.00	0.00	5,150.00	0.00	0.00	5,150.00
11-000-262-520	49140	Insurance	81,990.00	0.00	81,990.00	13,774.00	910.00	67,306.00
11-000-262-610	49180	General Supplies	10,000.00	0.00	10,000.00	2,004.00	3,326.78	4,669.22
11-000-262-621	49200	Energy (Natural Gas)	82,176.00	0.00	82,176.00	0.00	0.00	82,176.00
11-000-262-622	49220	Energy (Electricity)	48,000.00	0.00	48,000.00	0.00	0.00	48,000.00
11-000-262-xxx	49340	Total Custodial Services	413,192.00	0.00	413,192.00	40,060.79	125,204.30	247,926.91
---- Undistributed Expenditures - Security								
11-000-266-420	51040	Cleaning, Repair, and Maintenance Services	12,850.00	0.00	12,850.00	1,213.00	742.50	10,894.50
11-000-266-610	51060	General Supplies	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
11-000-266-xxx	51100	Total Security	14,850.00	0.00	14,850.00	1,213.00	742.50	12,894.50
subtotal of 11-000-26x-xxx	51120	Total Operation and Maintenance of Plant Services	608,479.00	0.00	608,479.00	80,887.85	181,178.56	346,412.59
--- Undistributed Expenditures - Student Transportation Services								

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

Account Number	Line	Account Name	Original Budget Granted For Taxes	Budget Transfers	Appropriations	Expenditures	Encumbrances	Available Balance
11-000-270-160	52020	Salaries for Pupil Trans. (Between Home and Sch)-Regular	62,025.00	0.00	62,025.00	8,454.84	42,274.16	11,296.00
11-000-270-503	52200	Contracted Services-Aid in Lieu Pymts- Non-Public School	12,264.00	0.00	12,264.00	0.00	0.00	12,264.00
11-000-270-512	52280	Contracted Services (Other than Between Home and Sch)-Vendors	100.00	0.00	100.00	0.00	0.00	100.00
11-000-270-513	52300	Contracted Services (Between Home and Sch)-Joint Agreements	88,759.00	0.00	88,759.00	0.00	0.00	88,759.00
11-000-270-515	52340	Contracted Services (Special Ed Students)-Joint Agreements	90,366.00	0.00	90,366.00	0.00	0.00	90,366.00
11-000-270-517	52360	Contracted Services (Regular Students)-ESCs and CTSAs	26,261.00	0.00	26,261.00	0.00	0.00	26,261.00
11-000-270-518	52380	Contracted Services (Special Ed Students)-ESCs and CTSAs	16,298.00	0.00	16,298.00	996.98	0.00	15,301.02
11-000-270-xxx	52480	Total Student Transportation Services	296,073.00	0.00	296,073.00	9,451.82	42,274.16	244,347.02
--- Employee Benefits								
---- Allocated Benefits								
----- Regular Programs - Instruction								
11-1xx-100-260	53160	Worker's Compensation	3,500.00	0.00	3,500.00	0.00	0.00	3,500.00
11-1xx-100-270	53180	Health Benefits	548,155.00	0.00	548,155.00	127,976.74	394,858.26	25,320.00
11-1xx-100-290	53220	Other Employee Benefits	43,476.00	0.00	43,476.00	0.00	0.00	43,476.00
11-1xx-100-2xx	53240	Total Regular Programs - Instruction	595,131.00	0.00	595,131.00	127,976.74	394,858.26	72,296.00
----- Special Programs - Instruction								
11-2xx-100-270	54180	Health Benefits	42,631.00	0.00	42,631.00	5,782.44	27,542.56	9,306.00
11-2xx-100-2xx	54240	Total Special Programs - Instruction	42,631.00	0.00	42,631.00	5,782.44	27,542.56	9,306.00
----- Attendance and Social Work Services								
11-000-211-220	59020	Social Security Contributions	5,189.00	0.00	5,189.00	0.00	5,189.00	0.00
11-000-211-270	59180	Health Benefits	0.00	15,250.00	15,250.00	8,858.85	6,254.15	137.00
11-000-211-290	59220	Other Employee Benefits	8,476.00	0.00	8,476.00	0.00	0.00	8,476.00
11-000-211-2xx	59240	Total Attendance and Social Work Services	13,665.00	15,250.00	28,915.00	8,858.85	11,443.15	8,613.00
----- Health Services								
11-000-213-220	59520	Social Security Contributions	406.00	0.00	406.00	0.00	406.00	0.00
11-000-213-270	59680	Health Benefits	15,402.00	0.00	15,402.00	2,869.34	12,532.66	0.00
11-000-213-2xx	59740	Total Health Services	15,808.00	0.00	15,808.00	2,869.34	12,938.66	0.00
----- Speech, OT, PT and Related Services								
11-000-216-270	60180	Health Benefits	44,044.00	0.00	44,044.00	8,110.18	35,933.82	0.00
11-000-216-2xx	60240	Total Speech, OT, PT and Related Services	44,044.00	0.00	44,044.00	8,110.18	35,933.82	0.00
----- Other Support Services - Students - Extraordinary Services								
11-000-217-270	60680	Health Benefits	33,462.00	0.00	33,462.00	8,689.54	24,772.46	0.00
11-000-217-290	60720	Other Employee Benefits	18,476.00	0.00	18,476.00	0.00	0.00	18,476.00
11-000-217-2xx	60740	Total Other Support Services - Students - Extraordinary Services	51,938.00	0.00	51,938.00	8,689.54	24,772.46	18,476.00
----- Guidance								
11-000-218-270	61180	Health Benefits	15,401.00	0.00	15,401.00	2,869.34	12,531.66	0.00
11-000-218-2xx	61240	Total Guidance	15,401.00	0.00	15,401.00	2,869.34	12,531.66	0.00
----- Child Study Teams								
11-000-219-270	61680	Health Benefits	61,169.00	0.00	61,169.00	12,165.27	49,003.73	0.00
11-000-219-2xx	61740	Total Child Study Teams	61,169.00	0.00	61,169.00	12,165.27	49,003.73	0.00
----- Improvement of Instruction Services								
11-000-221-220	62520	Social Security Contributions	1,824.00	0.00	1,824.00	0.00	1,824.00	0.00
11-000-221-2xx	62740	Total Improvement of Instruction Services	1,824.00	0.00	1,824.00	0.00	1,824.00	0.00
----- Educational Media Services/School Library								
11-000-222-220	63020	Social Security Contributions	6,481.00	0.00	6,481.00	0.00	6,481.00	0.00
11-000-222-270	63180	Health Benefits	42,998.00	0.00	42,998.00	6,964.70	34,887.82	1,145.48
11-000-222-2xx	63240	Total Educational Media Services/School Library	49,479.00	0.00	49,479.00	6,964.70	41,368.82	1,145.48
----- Custodial Services								
11-000-262-220	68405	Social Security Contributions	18,001.00	0.00	18,001.00	0.00	18,001.00	0.00
11-000-262-260	68440	Worker's Compensation	46,050.00	0.00	46,050.00	0.00	0.00	46,050.00
11-000-262-270	68445	Health Benefits	44,996.00	0.00	44,996.00	11,123.58	32,570.78	1,301.64
11-000-262-2xx	68465	Total Custodial Services	109,047.00	0.00	109,047.00	11,123.58	50,571.78	47,351.64

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

Account Number	Line	Account Name	Original Budget Certified For Taxes	Budget Transfers	Appropriations	Expenditures	Encumbrances	Available Balances
11-xxx-xxx-2xx	70260	Total Allocated Benefits	1,000,137.00	15,250.00	1,015,387.00	195,409.98	662,788.90	157,188.12
---- Unallocated Benefits								
11-000-291-220	71020	Social Security Contributions	41,996.00	0.00	41,996.00	6,785.59	35,210.41	0.00
11-000-291-241	71060	Other Retirement Contributions - PERS	119,844.00	0.00	119,844.00	234.47	10,232.53	109,377.00
11-000-291-260	71160	Worker's Compensation	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
11-000-291-270	71180	Health Benefits	100,187.00	0.00	100,187.00	14,937.62	79,362.66	5,886.72
11-000-291-280	71200	Tuition Reimbursement	6,000.00	0.00	6,000.00	0.00	3,229.91	2,770.09
11-000-291-290	71220	Other Employee Benefits	14,000.00	0.00	14,000.00	0.00	0.00	14,000.00
total unallocated benefits	71240	11-000-291-2xx	284,527.00	0.00	284,527.00	21,957.68	128,035.51	134,533.81
11-xxx-xxx-2xx	71260	Total Employee Benefits	1,284,664.00	15,250.00	1,299,914.00	217,367.66	790,824.41	291,721.93
	72140	Total Undistributed Expenditures	5,215,365.00	2,300.00	5,217,665.00	462,473.21	1,684,024.54	3,071,167.25
	72260	Total General Expense	7,802,016.00	0.00	7,802,016.00	496,534.41	1,845,014.73	5,460,466.86
- Capital Outlay								
-- Facilities Acquisition and Construction Services								
12-000-400-896	76210	Assessment for Debt Service on SDA Funding	21,662.00	0.00	21,662.00	0.00	21,662.00	0.00
12-000-400-xxx	76260	Total Facilities Acquisition and Construction Services	21,662.00	0.00	21,662.00	0.00	21,662.00	0.00
12-xxx-xxx-xxx	76400	Total Capital Outlay	21,662.00	0.00	21,662.00	0.00	21,662.00	0.00
- Fund 10 Items								
10-000-100-56x	84000	Transfer of Funds to Charter Schools	62,809.00	0.00	62,809.00	9,796.00	53,013.00	0.00
10-xxx-xxx-xxx		Total Fund 10 Items	62,809.00	0.00	62,809.00	9,796.00	53,013.00	0.00
	84060	Total General Fund	7,886,487.00	0.00	7,886,487.00	506,330.41	1,919,689.73	5,460,466.86

David J. 9/4/24

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

**Fund 20 - Interim Balance Sheet
For the two month period ending 08/31/2024**

Assets and Resources

Assets				
Account Number	Account Name		Subtotal Balance	Balance
101	Cash in Bank			(197,943.43)
	Accounts Receivable:			
132	InterfundAccounts Receivable:		93,126.00	
141	Intergovernmental - StateAccounts Receivable:		605,318.38	
xxx	Other Current AssetsAccounts Receivable:			698,444.38
				<u>500,500.95</u>

Resources

Account Number	Account Name		Subtotal Balance	Balance
301	Estimated Revenues		1,203,129.90	
302	Less Revenues		719,225.00	483,904.90
				<u>483,904.90</u>
Total Assets and Resources:				<u><u>984,405.85</u></u>

Liabilities and Fund Equity

Liabilities				
Account Number	Account Name		Subtotal Balance	Balance
421	Accounts Payable			(4,668.13)
				<u>(4,668.13)</u>

Fund Balance

Account Number	Account Name	Subtotal Balance	Subtotal Balance 2	Subtotal Balance 3	Balance
	Appropriated:				
753	Reserve for Encumbrances - Current Year		272,624.95		
754+753	Reserve for Encumbrances - Current + Prior			272,624.95	
	Reserve Fund Balance:				
601	Appropriations		1,203,129.90		
602	Less: Expenditures	214,055.92			
603	Encumbrances	272,624.95	(486,680.87)	716,449.03	
					989,073.98
Total Liabilities and Fund Equity:					<u><u>984,405.85</u></u>

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

**Fund 20 - Interim Statements Comparing Budgeted Revenue with Actual to Date
and Appropriations with Expenditures and Encumbrances to Date
For the two month period ending 08/31/2024**

Revenues/Sources of Funds

Account Number	Line	Revenues/Sources of Funds	Original Budget Certified For Taxes	Budget Transfers	Budgeted / Estimated	Actual to Date	Note	Unrealized Balance
20-52xx	835,836	Transfers from Other Funds	93,126.00	0.00	93,126.00	93,126.00		0.00
20-1xxx	745	From Local Sources	0.00	20,780.00	20,780.00	20,780.00		0.00
20-3xxx	770	From State Sources	605,319.00	0.00	605,319.00	605,319.00		0.00
20-4xxx	830	From Federal Sources	0.00	483,904.90	483,904.90	0.00	Under	483,904.90
-		Total Revenues/Sources Of Funds	698,445.00	504,684.90	1,203,129.90	719,225.00	Under	483,904.90

Special Revenue Fund

Local Projects

Account Number	Line	Expenditures Description	Original Budget Certified For Taxes	Budget Transfers	Appropriations	Expenditures	Encumbrances	Available Balance
20-xxx-xxx-xxx	84100	Local Projects	0.00	20,780.00	20,780.00	0.00	0.00	20,780.00
		Total Local Projects	0.00	20,780.00	20,780.00	0.00	0.00	20,780.00

State Projects

Account Number	Line	Expenditures Description	Original Budget Certified For Taxes	Budget Transfers	Appropriations	Expenditures	Encumbrances	Available Balance
20-218-100-xxx	87100	Total Preschool Education Aid	698,445.00	0.00	698,445.00	47,090.80	209,343.17	442,011.03
20-xxx-xxx-xxx		Total State Projects	698,445.00	0.00	698,445.00	47,090.80	209,343.17	442,011.03

Federal Projects

Account Number	Line	Expenditures Description	Original Budget Certified For Taxes	Budget Transfers	Appropriations	Expenditures	Encumbrances	Available Balance
20-xxx-xxx-xxx	88500	Title I	0.00	93,169.00	93,169.00	0.00	0.00	93,169.00
20-xxx-xxx-xxx	88520	Title II	0.00	10,096.00	10,096.00	0.00	0.00	10,096.00
20-xxx-xxx-xxx	88540	Title III	0.00	17,441.00	17,441.00	0.00	0.00	17,441.00
20-xxx-xxx-xxx	88560	Title IV	0.00	10,000.00	10,000.00	0.00	0.00	10,000.00
20-xxx-xxx-xxx	88620	I.D.E.A. Part B (Handicapped)	0.00	122,952.00	122,952.00	0.00	0.00	122,952.00
-		Additional Federal Grants	0.00	230,246.90	230,246.90	166,965.12	63,281.78	0.00
20-xxx-xxx-xxx		Total Federal Projects	0.00	483,904.90	483,904.90	166,965.12	63,281.78	253,658.00
		Total Special Revenue Fund	698,445.00	504,684.90	1,203,129.90	214,055.92	272,624.95	716,449.03

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

**Fund 20 - Schedule of Revenues
Actual Compared with Estimate
For the two month period ending 08/31/2024**

Account Number	Line	Account Name	Original Budget Certified For Taxes	Budget Transfers	Estimated	Actual	Unrealized
Revenues/Sources of Funds							
- Transfers from Other Funds							
20-5200	835	Transfers from Operating Budget- Preschool	93,126.00	0.00	93,126.00	93,126.00	0.00
20-52xx	835,836	Total Transfers from Other Funds	93,126.00	0.00	93,126.00	93,126.00	0.00
- Local Sources							
20-1xxx	740	Other Revenue from Local Sources	0.00	20,780.00	20,780.00	20,780.00	0.00
20-1xxx	745	Total Local Sources	0.00	20,780.00	20,780.00	20,780.00	0.00
- State Sources							
20-3218	760	Preschool Education Aid	605,319.00	0.00	605,319.00	605,319.00	0.00
20-3xxx	770	Total from State Sources	605,319.00	0.00	605,319.00	605,319.00	0.00
- Federal Sources							
20-4411- 4414	775	Title I	0.00	93,169.00	93,169.00	0.00	93,169.00
20-4451- 4455	780	Title II	0.00	10,096.00	10,096.00	0.00	10,096.00
20-4491- 4494	785	Title III	0.00	17,441.00	17,441.00	0.00	17,441.00
20-4471- 4474	790	Title IV	0.00	10,000.00	10,000.00	0.00	10,000.00
20-4420- 4429	805	I.D.E.A. Part B (Handicapped)	0.00	122,952.00	122,952.00	0.00	122,952.00
20-4542	807	ARP ESSER Subgrant Evidence-Based Summer Learning and Enrichment Activities Grant	0.00	25,378.26	25,378.26	0.00	25,378.26
20-4540	814	ARP ESSER	0.00	204,868.64	204,868.64	0.00	204,868.64
20-4xxx	830	Total from Federal Sources	0.00	483,904.90	483,904.90	0.00	483,904.90
-	-	Total Revenues/Sources of Funds	698,445.00	504,684.90	1,203,129.90	719,225.00	483,904.90

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

**Fund 20 - Statement of Appropriations
Compared with Expenditures and Encumbrances
For the two month period ending 08/31/2024**

Account Number	Line	Account Name	Original Budget Certified For 2024	Budget Transfers	Appropriations	Expenditures	Encumbrances	Available Balance
Special Revenue Fund								
- Local Projects								
-- Local Projects								
20-xxx-xxx-xxx	84100	Local Projects	0.00	20,780.00	20,780.00	0.00	0.00	20,780.00
20-xxx-xxx-xxx	84100		0.00	20,780.00	20,780.00	0.00	0.00	20,780.00
	-	Total Local Projects	0.00	20,780.00	20,780.00	0.00	0.00	20,780.00
- State Projects								
-- Preschool Education Aid								
--- PEA instruction								
20-218-100-101	85000	Salaries of Teachers	266,131.00	0.00	266,131.00	0.00	0.00	266,131.00
20-218-100-106	85020	Other Salaries for Instruction	129,686.00	0.00	129,686.00	0.00	0.00	129,686.00
20-218-100-600	85080	General Supplies	5,528.00	0.00	5,528.00	1,831.27	3,111.11	585.62
20-218-100-800	85100	Other Objects	8,972.00	0.00	8,972.00	3,500.00	1,525.00	3,947.00
20-218-100-xxx	85120	Total Preschool Education Aid	410,317.00	0.00	410,317.00	5,331.27	4,636.11	400,349.62
--- PEA - Support Services								
20-218-200-102	86000	Salaries of Supervisors of Instruction	57,000.00	0.00	57,000.00	9,500.00	47,500.00	0.00
20-218-200-104	86040	Salaries of Other Professional Staff	26,402.00	0.00	26,402.00	2,944.52	14,722.48	8,735.00
20-218-200-173	86100	Salaries of Community Parent Involvement Specialist	7,125.00	0.00	7,125.00	0.00	0.00	7,125.00
20-218-200-176	86120	Salaries of Master Teachers	25,209.00	0.00	25,209.00	0.00	0.00	25,209.00
20-218-200-200	86140	Personal Services - Employee Benefits	156,892.00	0.00	156,892.00	29,315.01	127,576.99	0.00
20-218-200-330	86220	Other Purchased Professional Services	15,500.00	0.00	15,500.00	0.00	14,907.59	592.41
20-218-200-xxx	86380	Total PEA - Support Services	288,128.00	0.00	288,128.00	41,759.53	204,707.06	41,661.41
20-218-xxx-xxx	87100	Total Preschool Education Aid	698,445.00	0.00	698,445.00	47,090.80	209,343.17	442,011.03
	72260	Total State Projects	698,445.00	0.00	698,445.00	47,090.80	209,343.17	442,011.03
- Federal Projects								
-- Title I								
20-xxx-100-101	88480	Salaries- Instruction- Salaries of Teacher	0.00	74,427.00	74,427.00	0.00	0.00	74,427.00
20-xxx-200-200	88491	Benefits	0.00	18,742.00	18,742.00	0.00	0.00	18,742.00
20-xxx-xxx-xxx	88500	Total Title I	0.00	93,169.00	93,169.00	0.00	0.00	93,169.00
-- Title II								
20-xxx-200-300	88512	Professional Tech Services- Support	0.00	3,800.00	3,800.00	0.00	0.00	3,800.00
20-xxx-200-500	88514	Other Purchased Services - Support	0.00	6,296.00	6,296.00	0.00	0.00	6,296.00
20-xxx-xxx-xxx	88520	Total Title II	0.00	10,096.00	10,096.00	0.00	0.00	10,096.00
-- Title III								
20-xxx-100-101	88521	Salaries- Instruction- Salaries of Teacher	0.00	5,843.00	5,843.00	0.00	0.00	5,843.00
20-xxx-100-600	88525	Instructional Supplies- Instruction	0.00	7,458.00	7,458.00	0.00	0.00	7,458.00
20-xxx-200-200	88531	Benefits	0.00	3,740.00	3,740.00	0.00	0.00	3,740.00
20-xxx-200-500	88534	Other Purchased Services - Support	0.00	300.00	300.00	0.00	0.00	300.00
20-xxx-200-600	88535	Supplies and Materials-Support	0.00	100.00	100.00	0.00	0.00	100.00
20-xxx-xxx-xxx	88540	Total Title III	0.00	17,441.00	17,441.00	0.00	0.00	17,441.00
-- Title IV								
20-xxx-200-300	88552	Professional Tech Services- Support	0.00	10,000.00	10,000.00	0.00	0.00	10,000.00
20-xxx-xxx-xxx	88560	Total Title IV	0.00	10,000.00	10,000.00	0.00	0.00	10,000.00
-- I.D.E.A. Part B (Handicapped)								
20-xxx-100-101	88601	Salaries- Instruction- Salaries of Teacher	0.00	34,691.00	34,691.00	0.00	0.00	34,691.00
20-xxx-100-110	88602	Salaries- Other Salaries	0.00	57,638.00	57,638.00	0.00	0.00	57,638.00
20-xxx-200-200	88611	Benefits	0.00	26,613.00	26,613.00	0.00	0.00	26,613.00
20-xxx-200-300	88612	Professional Tech Services- Support	0.00	4,010.00	4,010.00	0.00	0.00	4,010.00
20-xxx-xxx-xxx	88620	Total I.D.E.A. Part B (Handicapped)	0.00	122,952.00	122,952.00	0.00	0.00	122,952.00

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

Account Number	Line	Account Name	Original Budget Certified For Taxes	Budget Transfers	Appropriations	Expenditures	Encumbrances	Available Balance
-- Additional Federal Grants								
20-487-xxx-xxx	88713	ARP ESSER Grant Program	0.00	204,868.64	204,868.64	142,157.70	62,710.94	0.00
20-489-xxx-xxx	88715	ARP ESSER Subgrant Evidence-Based Summer Learning and Enrichment Activities Grant	0.00	25,378.26	25,378.26	24,807.42	570.84	0.00
20-xxx-xxx-xxx	-	Total Additional Federal Grants	0.00	230,246.90	230,246.90	166,965.12	63,281.78	0.00
20-xxx-xxx-xxx	88740	Total Federal Projects	0.00	483,904.90	483,904.90	166,965.12	63,281.78	253,658.00
20-xxx-xxx-xxx	88760	Total Special Revenue Fund	698,445.00	504,684.90	1,203,129.90	214,055.92	272,624.95	716,449.03

David J 9/2/24

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

**Fund 30 - Interim Balance Sheet
For the two month period ending 08/31/2024**

Assets and Resources

Assets

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

Resources

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

Liabilities and Fund Equity

Liabilities

Account Number	Account Name	Subtotal Balance	Balance
			0.00

Fund Balance

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

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

**Fund 30 - Interim Statements Comparing Budgeted Revenue with Actual to Date
and Appropriations with Expenditures and Encumbrances to Date
For the two month period ending 08/31/2024**

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

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

**Fund 30 - Schedule of Revenues
Actual Compared with Estimate
For the two month period ending 08/31/2024**

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

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

**Fund 30 - Statement of Appropriations
Compared with Expenditures and Encumbrances
For the two month period ending 08/31/2024**

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

DT 9/4/24

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

**Fund 40 - Interim Balance Sheet
For the two month period ending 08/31/2024**

Assets and Resources

Assets		Subtotal Balance	Balance
Account Number	Account Name		
101	Cash in Bank		9.57
	Accounts Receivable:		
	Loans Receivable:		
			9.57

Resources

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

Liabilities and Fund Equity

Liabilities		Subtotal Balance	Balance
Account Number	Account Name		
			0.00

Fund Balance

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

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

**Fund 40 - Interim Statements Comparing Budgeted Revenue with Actual to Date
and Appropriations with Expenditures and Encumbrances to Date
For the two month period ending 08/31/2024**

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

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

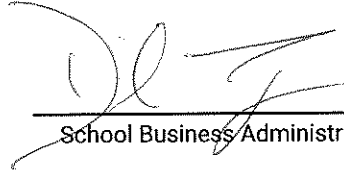
**Fund 40 - Schedule of Revenues
Actual Compared with Estimate
For the two month period ending 08/31/2024**

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

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

**Fund 40 - Statement of Appropriations
Compared with Expenditures and Encumbrances
For the two month period ending 08/31/2024**

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



School Business Administrator Signature



Date

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

8/31/2024

PAGE 1 OF 6

FUNDS	CASH BALANCE	CASH RECEIPTS THIS MONTH	CASH DISBURSEMENTS THIS MONTH	CASH ENDING BALANCE(1+2-3)
GENERAL FUND--FUND 10	\$1,348,075.18	\$1,406,609.86	\$324,400.25	\$2,430,284.79
SPECIAL REVENUE FUND--FUND 20	(\$10,855.85)	\$0.00	\$187,087.58	(\$197,943.43)
CAPITAL PROJECTS FUND--FUND 30	\$0.00	\$0.00	\$0.00	\$0.00
DEBT SERVICE FUND--FUND 40	\$9.57	\$0.00	\$0.00	\$9.57
TOTAL GOVERNMENTAL FUNDS	\$1,337,228.90	\$1,406,609.86	\$511,487.83	\$2,232,350.93
ENTERPRISE FUND--FUND 5X	\$31,237.07	\$8,537.66	\$0.00	\$39,774.73
PAYROLL	\$12.83	\$187,516.53	\$187,504.44	\$24.92
PAYROLL AGENCY	\$106,219.60	\$46,445.97	\$151,826.59	\$838.98
UNEMPLOYMENT TRUST	\$52,294.55	\$41.96	\$0.00	\$52,336.51
TOTAL TRUST & AGENCY FUNDS	\$158,526.98	\$234,004.46	\$339,331.03	\$53,200.41
TOTAL ALL FUNDS	\$1,526,992.95	\$1,649,151.98	\$850,818.86	\$2,325,326.07

PREPARED & SUBMITTED BY


TREASURER OF SCHOOL MONEYS

9/12/2024
DATE

BRADLEY BEACH BOARD OF EDUCATION BANK RECONCILIATION--CASH ACCOUNT

BANK: BANK OF AMERICA

ACCOUNT #726-0100062

STATEMENT DATE: 8/31/2024

BALANCE PER BANK

\$2,282,866.31

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

TOTAL DEPOSITS IN TRANSIT \$0.00

DEDUCTIONS: OUTSTANDING CHECKS	AMOUNT
	\$50,515.36
	\$0.00
OTHER	\$0.02
TOTAL DEDUCTIONS	\$50,515.38

NET RECONCILING ITEMS	(\$50,515.38)
ADJUSTED BALANCE PER BANK	\$2,232,350.93

BALANCE PER BOARD SECRETARY'S RECORDS AS OF _____

RECONCILING ITEMS:

ADDITIONS

INTEREST EARNED _____

OTHER (EXPLAIN) _____

TOTAL ADDITIONS _____

DEDUCTIONS

BANK CHARGES _____

OTHER (EXPLAIN) _____

TOTAL DEDUCTIONS _____

NET RECONCILING ITEMS _____

ADJUSTED BOARD SECRETARY'S BALANCE AS OF _____

BANK OF AMERICA CERTIFICATES OF DEPOSIT: \$0.00

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

BANK: BANK OF AMERICA

ACCOUNT #726-0102200

STATEMENT DATE: 8/31/2024

BALANCE PER BANK

\$4,366.68

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

TOTAL DEPOSITS IN TRANSIT \$0.00

DEDUCTIONS: OUTSTANDING CHECKS	AMOUNT
	\$3,527.70
OTHER	\$0.00
TOTAL DEDUCTIONS	\$3,527.70

NET RECONCILING ITEMS	(\$3,527.70)
ADJUSTED BALANCE PER BANK	\$838.98

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: 8/31/2024

BALANCE PER BANK

\$4,159.17

ADDITIONS: DEPOSITS IN TRANSIT	DATE	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL DEPOSITS IN TRANSIT		AMOUNT
		\$4,134.25
DEDUCTIONS: OUTSTANDING CHECKS		\$0.00
OTHER		\$0.00
TOTAL DEDUCTIONS		\$4,134.25

NET RECONCILING ITEMS	(\$4,134.25)
ADJUSTED BALANCE PER BANK	\$24.92

BALANCE PER BOARD SECRETARY'S RECORDS AS OF _____

RECONCILING ITEMS:

ADDITIONS

INTEREST EARNED _____

OTHER (EXPLAIN) _____

TOTAL ADDITIONS _____

DEDUCTIONS

BANK CHARGES _____

OTHER (EXPLAIN) _____

TOTAL DEDUCTIONS _____

NET RECONCILING ITEMS _____

ADJUSTED BOARD SECRETARY'S BALANCE AS OF _____

BRADLEY BEACH BOARD OF EDUCATION BANK RECONCILIATION--UNEMPLOYMENT INSURANCE

BANK: BANK OF AMERICA

ACCOUNT #726-0101875

STATEMENT DATE: 8/31/2024

BALANCE PER BANK

\$52,336.51

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

NET RECONCILING ITEMS	\$0.00
ADJUSTED BALANCE PER BANK	\$52,336.51

BALANCE PER BOARD SECRETARY'S RECORDS AS OF _____

RECONCILING ITEMS:

ADDITIONS

INTEREST EARNED _____

OTHER (EXPLAIN) _____

TOTAL ADDITIONS _____

DEDUCTIONS

BANK CHARGES _____

OTHER (EXPLAIN) _____

TOTAL DEDUCTIONS _____

NET RECONCILING ITEMS _____

ADJUSTED BOARD SECRETARY'S BALANCE AS OF _____

BRADLEY BEACH BOARD OF EDUCATION BANK RECONCILIATION--CAFETERIA ACCT.

BANK: BANK OF AMERICA

ACCOUNT #726-0101344

STATEMENT DATE: 8/31/2024

BALANCE PER BANK

\$39,774.73

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

\$39,774.73

BALANCE PER BOARD SECRETARY'S RECORDS AS OF _____

RECONCILING ITEMS:

ADDITIONS

INTEREST EARNED _____

OTHER (EXPLAIN) _____

TOTAL ADDITIONS _____

DEDUCTIONS

BANK CHARGES _____

OTHER (EXPLAIN) _____

TOTAL DEDUCTIONS _____

NET RECONCILING ITEMS _____

OUTSTANDING CHECKS AS OF 8/31/2024
SALARY CASH ACCOUNT #726-0100089

CHECK #	AMOUNT	CHECK #	AMOUNT
37525	\$830.95		
37526	\$569.10		
37527	\$2,734.20		

GRAND TOTAL, SALARY ACCOUNT

\$4,134.25

OUTSTANDING CHECKS AS OF 8/31/2024
CASH ACCOUNT #726-0100062

PAGE 6 OF 6

CHECK #	AMOUNT	CHECK #	AMOUNT
21763	\$511.00		
22135	\$109.96		
22163	\$46.44		
22190	\$582.50		
23340	\$60.00		
22437	\$1,850.00		
22463	\$890.00		
22466	\$250.00		
22476	\$500.00		
22477	\$582.50		
22478	\$299.00		
22490	\$9,796.00		
22494	\$75.00		
22501	\$19,900.00		
22507	\$4,517.50		
22511	\$112.00		
22515	\$625.00		
22519	\$3,964.76		
22521	\$754.97		
22524	\$3,800.00		
22532	\$1,288.73		

OUTSTANDING CHECKS AS OF 8/31/2024
PAYROLL/AGENCY ACCOUNT # 0072-6010-2200

CHECK #	AMOUNT	CHECK #	AMOUNT
7564	\$490.20		
7580	\$3,037.50		

[illegible]

**Bradley Beach Board of Education
Bills and Claims
Batch 25-0049 September BOE Meeting (9/1/2024)**

Vendor Name	Account Number	Id	PO Number	Description	Batch	Check #	Amount
Alison Zylinski	11-000-219-800-00	ZYLINS	PO-25-000163	Service	25-0049	22534	383.38
Alison Zylinski	20-218-100-600-00	ZYLINS	PO-25-000167	Supplies	25-0049	22534	80.40
							463.78
Alliance Commercial Pest Control, Inc.	11-000-261-420-00	90060	PO-25-000054	Service Inv: 592227	25-0049	22535	10.00
							10.00
Allied Fire & Safety Equipment Company	11-000-266-420-00	88	PO-25-000174	Service Inv: 117282	25-0049	22536	1,018.50
Allied Fire & Safety Equipment Company	11-000-266-420-00	88	PO-25-000176	Service Inv: 117477	25-0049	22536	380.00
							1,398.50
AVID Center	11-000-221-320-00	AVID	PO-25-000040	Service Inv: SIN030147	25-0049	22537	9,784.00
							9,784.00
Bradley Beach Board of Education	11-105-100-936-00	BRAD01	PO-25-000131	Service	25-0049	22538	93,126.00
							93,126.00
Bradley Beach BOE	12-000-400-896-00	BBSDA	PO-25-000128	Service Inv: SEPT	25-0049	22539	2,166.20
							2,166.20
Chappelle Mechanical Inc.	20-487-400-720-00	CHAP	PO-25-000062	Service Inv: 104782	25-0049	22540	46,595.96
Chappelle Mechanical Inc.	20-487-400-720-00	CHAP	PO-25-000062	Service Inv: 104783	25-0049	22540	16,114.98
							62,710.94
Delisa Demolition and Disposal	11-000-261-420-00	DELISA	PO-25-000050	Service Inv: SEPT.	25-0049	22541	526.05
							526.05
Direct Energy Business	11-000-262-622-00	DE	PO-25-000182	Service Inv: JULY & AUGUST	25-0049	22542	3,500.68
							3,500.68
Discount School Supply	20-489-100-610-00	DISCOU	PO-25-000011	Supplies Inv: P4301734	25-0049	22543	481.91
							481.91
G&H Electrical Contractors, Inc.	11-000-261-420-00	GH	PO-25-000155	Service Inv: 15753	25-0049	22544	512.00
							512.00
Genesis Educational Service, Inc.	11-000-230-339-00	GENESI	PO-25-000185	service Inv: 24-144	25-0049	22545	7,308.50
Genesis Educational Service, Inc.	11-000-251-340-00	GENESI	PO-25-000185	service	25-0049	22545	22,491.50
							29,800.00
Gopher	11-190-100-610-12-PE	287	PO-25-000097	supplies Inv: 394829	25-0049	22547	227.94
							227.94
Grainger	11-000-261-610-00	GRAING	PO-25-000132	Service	25-0049	22548	199.37
							199.37

**Bradley Beach Board of Education
Bills and Claims
Batch 25-0049 September BOE Meeting (9/1/2024)**

Vendor Name	Account Number	Id	PO Number	Description	Batch	Check #	Amount
Horizon Blue Cross Blue Shield of New Jersey	11-000-211-270-00	HORIZO	PO-25-000060	Service Inv: SEPTEMBER 2024	25-0049	22549	.00
Horizon Blue Cross Blue Shield of New Jersey	11-000-213-270-00	HORIZO	PO-25-000060	Service	25-0049	22549	1,380.11
Horizon Blue Cross Blue Shield of New Jersey	11-000-217-270-00	HORIZO	PO-25-000060	Service	25-0049	22549	4,184.09
Horizon Blue Cross Blue Shield of New Jersey	11-000-218-270-00	HORIZO	PO-25-000060	Service	25-0049	22549	1,380.11
Horizon Blue Cross Blue Shield of New Jersey	11-000-216-270-00	HORIZO	PO-25-000060	Service	25-0049	22549	3,902.31
Horizon Blue Cross Blue Shield of New Jersey	11-000-291-270-00	HORIZO	PO-25-000060	Service	25-0049	22549	9,841.71
Horizon Blue Cross Blue Shield of New Jersey	11-110-100-270-00	HORIZO	PO-25-000060	Service	25-0049	22549	1,380.11
Horizon Blue Cross Blue Shield of New Jersey	11-120-100-270-00	HORIZO	PO-25-000060	Service	25-0049	22549	32,798.07
Horizon Blue Cross Blue Shield of New Jersey	11-130-100-270-00	HORIZO	PO-25-000060	Service	25-0049	22549	22,445.70
Horizon Blue Cross Blue Shield of New Jersey	11-214-100-270-00	HORIZO	PO-25-000060	Service	25-0049	22549	.00
Horizon Blue Cross Blue Shield of New Jersey	11-240-100-270-00	HORIZO	PO-25-000060	Service	25-0049	22549	2,803.98
Horizon Blue Cross Blue Shield of New Jersey	11-000-219-270-00	HORIZO	PO-25-000060	Service	25-0049	22549	7,804.62
Horizon Blue Cross Blue Shield of New Jersey	11-000-222-270-00	HORIZO	PO-25-000060	Service	25-0049	22549	3,902.31
Horizon Blue Cross Blue Shield of New Jersey	11-000-262-270-00	HORIZO	PO-25-000060	Service	25-0049	22549	2,803.98
Horizon Blue Cross Blue Shield of New Jersey	20-218-200-200-00	HORIZO	PO-25-000060	Service	25-0049	22549	13,378.16
							108,005.26
Horizon Blue Cross/Blue Shield	11-000-211-270-00	DENTA L	PO-25-000061	Service Inv: SEPTEMBER 2024	25-0049	22550	.00
Horizon Blue Cross/Blue Shield	11-000-213-270-00	DENTA L	PO-25-000061	Service	25-0049	22550	54.56
Horizon Blue Cross/Blue Shield	11-000-216-270-00	DENTA L	PO-25-000061	Service	25-0049	22550	152.78
Horizon Blue Cross/Blue Shield	11-000-217-270-00	DENTA L	PO-25-000061	Service	25-0049	22550	163.68
Horizon Blue Cross/Blue Shield	11-000-218-270-00	DENTA L	PO-25-000061	Service	25-0049	22550	54.56
Horizon Blue Cross/Blue Shield	11-000-219-270-00	DENTA L	PO-25-000061	Service	25-0049	22550	305.56
Horizon Blue Cross/Blue Shield	11-000-222-270-00	DENTA L	PO-25-000061	Service	25-0049	22550	265.54
Horizon Blue Cross/Blue Shield	11-000-262-270-00	DENTA L	PO-25-000061	Service	25-0049	22550	109.12
Horizon Blue Cross/Blue Shield	11-000-291-270-00	DENTA L	PO-25-000061	Service	25-0049	22550	458.34

**Bradley Beach Board of Education
Bills and Claims
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Vendor Name	Account Number	id	PO Number	Description	Batch	Check #	Amount
Horizon Blue Cross/Blue Shield	11-110-100-270-00	DENTA L	PO-25-000061	Service	25-0049	22550	54.56
Horizon Blue Cross/Blue Shield	11-120-100-270-00	DENTA L	PO-25-000061	Service	25-0049	22550	1,353.19
Horizon Blue Cross/Blue Shield	11-130-100-270-00	DENTA L	PO-25-000061	Service	25-0049	22550	905.75
Horizon Blue Cross/Blue Shield	11-214-100-270-00	DENTA L	PO-25-000061	Service	25-0049	22550	.00
Horizon Blue Cross/Blue Shield	11-240-100-270-00	DENTA L	PO-25-000061	Service	25-0049	22550	109.12
Horizon Blue Cross/Blue Shield	20-218-200-200-00	DENTA L	PO-25-000061	Service	25-0049	22550	512.90
Industrial Appraisal	11-000-251-890-00	1528	PO-25-000058	Service	25-0049	22551	4,499.66
Industrial Appraisal	11-000-251-330-00	1528	PO-25-000058	Service Inv: 0782500	25-0049	22551	100.00
							345.00
Janitor Supply Corp	11-000-262-610-00	17	PO-25-000149	Supplies Inv: 11303	25-0049	22552	445.00
							610.00
Jersey Central Power & Light	11-000-262-622-00	3021	PO-25-000183	Service Inv: JULY & AUGUST	25-0049	22553	610.00
							2,330.55
Julie Ferwerda	11-000-291-280-00	96	PO-25-000161	Reimbursement	25-0049	22554	2,330.55
							3,229.91
Kaplan Early Learning Company	20-218-100-600-00	1347	PO-25-000086	Supplies Inv: 0006985974	25-0049	22555	3,229.91
							76.42
Lakeshore Learning Materials	11-190-100-610-00-01	LLM002	PO-25-000096	Supplies Inv: 805952082224	25-0049	22556	76.42
Lakeshore Learning Materials	11-190-100-610-00	LLM002	PO-25-000100	Supplies Inv: 805975082124	25-0049	22556	46.98
Lakeshore Learning Materials	20-218-100-600-00	LLM002	PO-25-000101	Supplies Inv: 805963082124	25-0049	22556	54.04
Lakeshore Learning Materials	11-190-100-610-00-KD	LLM002	PO-25-000102	Supplies Inv: 805052082124	25-0049	22556	103.48
							49.97
Monmouth County Association of School Business Officials	11-000-251-890-00	57	PO-25-000154	Service Inv: 2024-2025 SY	25-0049	22557	254.47
							225.00
Municipal Capital Finance	11-190-100-800-00-CP	MCF	PO-25-000049	Service Inv: 189886	25-0049	22558	225.00
							1,462.76
Museum of American Revolution	11-190-100-500-00	AMERR EV	PO-25-000168	Service Inv: 133189	25-0049	22559	1,462.76
							53.00
							53.00

**Bradley Beach Board of Education
Bills and Claims
Batch 25-0049 September BOE Meeting (9/1/2024)**

Vendor Name	Account Number	Id	PO Number	Description	Batch	Check #	Amount
New Jersey American Water	11-000-262-490-01	1206	PO-25-000179	Service Inv: JULY AND AUGUST	25-0049	22560	978.00
New Jersey Natural Gas	11-000-262-621-00	NJNG	PO-25-000180	Service	25-0049	22561	978.00
New Jersey Schools Insurance Group	11-000-262-260-00	NJSIG	PO-25-000171	Service Inv: CON 0000035797	25-0049	22562	2,264.68
New Jersey Schools Insurance Group	11-000-291-260-00	NJSIG	PO-25-000171	Service	25-0049	22562	43,858.43
New Jersey Schools Insurance Group	11-190-100-260-00	NJSIG	PO-25-000171	Service	25-0049	22562	2,500.00
New Jersey Schools Insurance Group	11-000-262-520-00	NJSIG	PO-25-000171	Service	25-0049	22562	3,500.00
NRG Business Marketing	11-000-262-621-00	95	PO-25-000181	Service	25-0049	22563	53,156.00
Optimum	11-000-230-530-00	OPT	PO-25-000051	Service Inv: 08/15 - 09/14	25-0049	22564	103,014.43
Oriental Trading Company	11-000-218-600-00	4152	PO-25-000112	Supplies Inv: 73240130602	25-0049	22565	18.43
Oriental Trading Company	20-218-100-600-00	4152	PO-25-000156	Supplies Inv: 73247747601	25-0049	22565	101.40
Pay Schools	11-000-261-800-00	PAY	PO-25-000186	Service Inv: 265407	25-0049	22566	298.86
Peter Pan Bus Lines, Inc.	11-190-100-500-00	110	PO-25-000169	Service Inv: 165125	25-0049	22567	370.21
Really Good Stuff, LLC	11-190-100-610-00-KD	70000	PO-25-000115	Supplies Inv: 8630411	25-0049	22568	2,491.25
RFP Solutions, Inc.	11-000-261-420-00	RFP	PO-25-000170	Service Inv: C28132	25-0049	22569	250.00
Rochester 100, Inc.	11-190-100-610-00	ROCH	PO-25-000135	Service Inv: 083882	25-0049	22570	29.93
Rochester 100, Inc.	11-190-100-610-00	ROCH	PO-25-000146	Supplies Inv: 085919	25-0049	22570	1,069.20
Savvas Learning Company LLC	11-190-100-610-08-TE	SAV	PO-25-000071	Service Inv: 7028842904	25-0049	22571	1,069.20
School Datebooks Inc.	11-190-100-610-00	131	PO-25-000126	Supplies Inv: S24-0294147	25-0049	22572	764.88
Scoles System	11-000-262-610-00	1098	PO-25-000148	Supplies Inv: 458669	25-0049	22573	4,862.19
							296.53
							296.53

**Bradley Beach Board of Education
Bills and Claims
Batch 25-0049 September BOE Meeting (9/1/2024)**

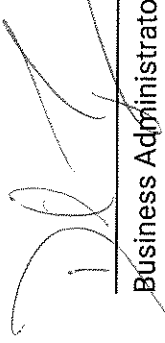
Vendor Name	Account Number	Id	PO Number	Description	Batch	Check #	Amount
Stapleslink	11-000-211-600-00	STAPLE	PO-25-000081	Supplies Inv: 6008926697	25-0049	22574	2,716.78
Stapleslink	11-190-100-610-00-78	STAPLE	PO-25-000089	Supplies	25-0049	22574	119.99
Stapleslink	11-190-100-610-00-78	STAPLE	PO-25-000091	Supplies	25-0049	22574	172.73
Stapleslink	20-489-100-610-00	STAPLE	PO-25-000094	Supplies	25-0049	22574	196.55
Stapleslink	11-190-100-610-00-01	STAPLE	PO-25-000094	Supplies	25-0049	22574	88.93
							80.91
							659.11
Synergy Rehab LLC	11-000-216-320-00	SYN	PO-25-000184	Service Inv: ESY	25-0049	22575	1,445.00
							1,445.00
The Gillespie Group	11-000-261-420-00	GILL	PO-25-000001	Service Inv: 00001902	25-0049	22546	24,307.89
The Gillespie Group	11-000-261-420-00	GILL	PO-25-000002	Service Inv: 00001901	25-0049	22546	10,366.90
							34,674.79
Treasurer, State of NJ	10-421	1458	PO-24-000687-PYPBL	TPAF/FICA Reimbursement	25-0049	22576	11,562.91
Treasurer, State of NJ	20-421	1458	PO-24-000687-PYPBL	TPAF/FICA Reimbursement	25-0049	22576	126,646.07
							138,208.98
Twin Rocks Water	11-000-213-800-00	TW	PO-25-000178	Service Inv: JULY & AUG	25-0049	22577	240.05
							240.05
Verizon	11-000-230-530-01	VER	PO-25-000177	Service Inv: JULY & AUGUST	25-0049	22578	304.08
							304.08
Xtel Communications	11-190-100-800-00-CP	530	PO-25-000079	Service Inv: 242130295	25-0049	22579	1,816.28
							1,816.28

**Bradley Beach Board of Education
Bills and Claims
Batch 25-0049 September BOE Meeting (9/1/2024)**

Resolved that the Bills & Claims against the Board of Education as herein enumerated for equipment, material, and supplies, furnished and delivered and for work done and performance, and certified as correct by the Secretary of the Board of Education be and the same are ordered paid when approved by the Finance Committee, and when funds are available.

Fund	Program	Purchase Orders	Current	Prior Year	Total
10 General Fund		1	11,562.91		11,562.91
	Fund total:		11,562.91		11,562.91
11 General Current Expense	000 Undistributed Expenditures	52	235,727.25		235,727.25
11 General Current Expense	105 Regular Programs - Preschool	1	93,126.00		93,126.00
11 General Current Expense	110 Regular Programs - Kindergarten	2	1,434.67		1,434.67
11 General Current Expense	120 Regular Programs - Grades 1-5	2	34,151.26		34,151.26
11 General Current Expense	130 Regular Programs - Grades 6-8	2	23,351.45		23,351.45
11 General Current Expense	190 Regular Programs - Undistributed	17	13,864.69		13,864.69
11 General Current Expense	214 Special Education - Autism	2	.00		.00
11 General Current Expense	240 Bilingual Education - Instruction	2	2,913.10		2,913.10
	Fund total:		404,568.42		404,568.42
12 Capital Outlay	000 Undistributed Expenditures	1	2,166.20		2,166.20
	Fund total:		2,166.20		2,166.20
20 Special Revenue Fund	218 Preschool Education	1	126,646.07		126,646.07
20 Special Revenue Fund	487 ARP-ESSER Grant Program	6	14,450.22		14,450.22
20 Special Revenue Fund	489 ARP ESSER Subgrant (EBSLEA)	2	62,710.94		62,710.94
20 Special Revenue Fund		2	570.84		570.84
	Fund total:		204,378.07		204,378.07
	Grand totals:	93	622,675.60		622,675.60

Bradley Beach Board of Education
Bills and Claims
Batch 25-0049 September BOE Meeting (9/1/2024)


Business Administrator


9/12/24