

Start date 11/20/2019 End date 12/17/2019

12/11/19 14:09

Budget Fund 10

10-000-100-56X-000-0000-(TRANSFER OFF FUNDS TO CHARTER SCH

\$2,256.00

CK# 022341 12/17/19 \$2,256.00 4022 UNITY CHARTER SCHOOL

001255 \$2,256.00 07/18/19 2019-20 Payment Schedule

Total for this fund

\$2,256.00

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Budget Fund 11

11-000-100-562-000-9000-7 Tuition-Spec, LEA In State \$6,002.00

CK# 022286 12/17/19 \$6,002.00 2565 MORRIS SCHOOL DISTRICT
 001274 \$6,002.00 07/18/19 19-20 Tuition BN

11-000-100-563-000-9000-7 Tuition-Reg, Cty Voc \$18,016.00

CK# 022284 12/17/19 \$18,016.00 2553 MORRIS COUNTY VOCATIONAL SCHOOL
 001534 \$18,016.00 08/13/19 2019-20 Tuition

11-000-100-564-000-9000-7 Tuition-Spec, Cty Voc \$540.00

CK# 022284 12/17/19 \$540.00 2553 MORRIS COUNTY VOCATIONAL SCHOOL
 001534 \$540.00 08/13/19 2019-20 Tuition

11-000-100-566-000-9000-7 Tuition-Spec Priv., In State \$29,396.60

CK# 022189 V 12/04/19 \$0.00 P798 SEARCH LEARNING GROUP
 002347 \$0.00 12/04/19 2019-20 Tuition CV
 CK# 022190 12/04/19 \$10,625.00 P798 SEARCH LEARNING GROUP
 002347 \$10,625.00 12/04/19 2019-20 Tuition CV
 CK# 022212 12/17/19 \$4,728.60 0363 BANYON SCHOOL
 001262 \$4,728.60 07/18/19 19-20 Tuition SP
 CK# 022291 12/17/19 \$4,850.85 6570 NEWMARK HIGH SCHOOL
 001268 \$4,850.85 07/18/19 19-20 Tuition EJ
 CK# 022324 12/17/19 \$4,480.20 3536 SHEPARD PREPARATORY HIGH SCHOOL
 001270 \$4,480.20 07/18/19 19-20 Tuition JC
 CK# 022325 12/17/19 \$4,711.95 6618 SHEPARD SCHOOL
 001269 \$4,711.95 07/18/19 19-20 Tuition ZB

11-000-100-566-000-9000-7 Tuition-Spec Priv In State ESY \$0.00

CK# 022189 V 12/04/19 \$0.00 P798 SEARCH LEARNING GROUP
 002346 \$0.00 12/04/19 ESY 2019

11-000-213-500-000-9000-0 Medical Office Contr Services \$140.00

CK# 022201 12/17/19 \$90.00 0198 AMERICAN RED CROSS
 002324 \$90.00 11/26/19 Adult CPR
 CK# 022349 12/17/19 \$50.00 4130 WEIGHTS AND MEASURES FUND
 002376 \$50.00 12/06/19 Scale Registration MJS

11-000-213-600-100-4000-4 Medical Office Supplies - MJS \$22.23

CK# 022250 12/17/19 \$22.23 1610 HENRY SCHEIN INC.
 000217 \$22.23 07/01/19 Health and Trainer Supplies

11-000-216-320-000-9000-0 Related Svcs-Purch Prof Svcs \$48,898.25

CK# 022213 12/17/19 \$4,572.00 7626 BAYADA HOME HEALTH CARE
 001372 \$4,572.00 07/25/19 Nursing Transportation JT
 CK# 022220 12/17/19 \$19,600.00 K415 CARE PLUS NJ, INC
 001518 \$19,600.00 08/02/19 Therapeutic Services
 CK# 022256 12/17/19 \$1,430.00 3813 JAMMIN JENN MUSIC THERAPY FOR CHILDREN
 001520 \$1,430.00 08/05/19 Music Therapy 19-20
 CK# 022287 12/17/19 \$2,331.00 2567 MORRIS UNION JOINTURE COMMISSION
 002095 \$2,331.00 10/11/19 Adapted PE; CJennings
 CK# 022301 12/17/19 \$19,274.00 2954 P.G. CHAMBERS SCHOOL
 001519 \$19,274.00 08/05/19 PT/OT Therapy 19-20

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11-000-216-320-000-9000-0 Related Svcs-Purch Prof Svcs \$48,898.25

CK#022336	12/17/19	\$1,691.25	3726	SUMMIT SPEECH SCHOOL
001523	\$41.25	08/07/19	Itinerant Teacher -JP	
001524	\$1,650.00	08/07/19	Itinerant Teacher-KH	

11-000-217-320-000-9000-0 Othr Sup Svcs-Purch Prof/Ed \$8,626.17

CK#022234	12/17/19	\$5,086.17	1124	ECLC OF NJ
002243	\$5,086.17	11/12/19	1:1 Aide GA	
CK#022283	12/17/19	\$2,550.00	2519	MONTGOMERY ACADEMY
001371	\$2,550.00	07/24/19	1:1 Aide;PH	
CK#022336	12/17/19	\$990.00	3726	SUMMIT SPEECH SCHOOL
002096	\$990.00	10/15/19	Itinerant Teacher;IG	

11-000-218-800-050-5000-5 Guidance Misc-HS \$107.23

CK#022314	12/17/19	\$107.23	3102	READY REFRESH BY NESTLE
001432	\$107.23	07/31/19	2019-20 Water	

11-000-219-390-000-9000-0 CST Purch Prof & Tech Svcs \$850.00

CK#022342	12/17/19	\$850.00	U840	VANNA AMORAPANTH, MD
002098	\$850.00	10/17/19	Neuro Evaluation;SB	

11-000-219-600-000-9000-0 CST Supplies & Test Mat'l \$83.73

CK#022249	12/17/19	\$83.73	L473	GUILFORD PRESS
001980	\$83.73	10/02/19	Books;DMcnichol	

11-000-219-800-000-9000-0 CST Misc \$139.95

CK#022305	12/17/19	\$100.00	3072	PHONAK LLC
002245	\$100.00	11/14/19	Replacement;IG;K Pirro	
CK#022314	12/17/19	\$39.95	3102	READY REFRESH BY NESTLE
001432	\$39.95	07/31/19	2019-20 Water	

11-000-221-580-000-6000-9 Curr. Travel \$1,640.70

CK#022228	12/17/19	\$1,044.82	0956	DANI BRATTON
002352	\$1,044.82	12/04/19	Reimbursement	
CK#022229	12/17/19	\$350.88	0961	DANIELLE MACK
002344	\$350.88	12/03/19	Reimbursement	
CK#022269	12/17/19	\$245.00	M239	MARK FESSLER
002287	\$245.00	11/19/19	Registration;Mark Feseler	

11-000-221-600-000-6000-9 Curr. Supplies \$5,810.10

CK#022198	12/17/19	\$4,253.45	0080	ADORAMA INC.
002008	\$4,253.45	10/04/19	Camcorder;Jeff Coviello	
CK#022221	12/17/19	\$9.36	0636	CASCADE SCHOOL SUPPLIES
001563	\$9.36	08/14/19	STEM Supplies;Michelle D'Amico	
CK#022268	12/17/19	\$599.99	W845	MADISON PHOTO PLUS
002005	\$599.99	10/04/19	Camera;Dani Bratton	
CK#022303	12/17/19	\$914.66	3022	PEARSON EDUCATION
002045	\$914.66	10/14/19	Spanish Workbooks;Stacy Snider	
CK#022317	12/17/19	\$32.64	V435	ROCKLER WOODWORKING AND HARDWARE
001594	\$32.64	08/15/19	STEM Supplies;M. Garrera	

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11-000-222-600-000-7000-0 Library Supplies - Tech. \$495.00

CK# 022300 12/17/19 \$495.00 2953 OXFORD UNIVERSITY PRESS
 002242 \$495.00 11/13/19 OED Online; Mary Thomas

11-000-222-600-050-5000-5 Library Supplies - HS \$34.10

CK# 022243 12/17/19 \$34.10 1330 FOLLETT SCHOOL SOLUTIONS, INC
 001357 \$34.10 07/22/19 Subscription Renewal; Thomas

11-000-222-600-080-2000-2 Library Supplies - KRS \$977.96

CK# 022243 12/17/19 \$977.96 1330 FOLLETT SCHOOL SOLUTIONS, INC
 002073 \$977.96 10/17/19 Library; C. Paradiso

11-000-222-600-100-4000-4 Library Supplies - MJS \$1,229.07

CK# 022231 12/17/19 \$330.52 1015 DEMCO
 002104 \$330.52 10/21/19 library supplies; K. Bessin
 CK# 022244 12/17/19 \$759.55 1332 FOLLETT SCHOOL SOLUTIONS, INC
 001894 \$226.47 09/20/19 books; K. Bessin
 002129 \$533.08 10/25/19 Library books; K. Bessin
 CK# 022296 12/17/19 \$139.00 1389 NOODLETOOLS, INC
 002354 \$139.00 12/03/19 subscription renewal; K. Bessin

11-000-222-600-110-3000-3 Library Supplies - TJS \$2,237.73

CK# 022243 12/17/19 \$2,237.73 1330 FOLLETT SCHOOL SOLUTIONS, INC
 002076 \$2,237.73 10/17/19 Cataloging; C. Paradiso

11-000-230-331-000-0000-9 Legal Fees \$12,845.07

CK# 022225 12/17/19 \$1,073.22 4526 CLEARY GIACOBBE ALFIERE & JACOBS LLC
 002366 \$1,073.22 12/05/19 Legal Fees Nov. 2019
 CK# 022306 12/17/19 \$117.00 M575 PINILIS HALPERN LLP
 002281 \$117.00 11/18/19 Legal Fees October 2019
 CK# 022308 12/17/19 \$11,654.85 3109 PORZIO, BROMBERG & NEWMAN, PC
 002309 \$11,654.85 11/22/19 Legal Fees October 2019

11-000-230-339-000-0000-9 Other Purch Prof Serv - BOE \$3,500.00

CK# 022335 12/17/19 \$3,500.00 L042 SUMMIT MANAGEMENT SOLUTIONS, LLC
 002379 \$3,500.00 12/09/19 Consulting Services

11-000-230-530-000-0000-9 Telephones \$9,629.73

CK# 022299 12/17/19 \$24.00 0574 OPTIMUM
 001121 \$24.00 07/02/19 2019-20 Cable at HS
 CK# 022328 12/17/19 \$8,472.60 1240 SPECTROTEL
 001491 \$8,472.60 08/07/19 2019-20 Telephones Districtwid
 CK# 022343 12/17/19 \$16.95 4057 VERIZON
 001280 \$16.95 07/18/19 2019-20 Network
 CK# 022344 12/17/19 \$165.35 4058 VERIZON
 001281 \$165.35 07/18/19 2019-20 Telephone Lines
 CK# 022345 12/17/19 \$950.83 4060 VERIZON WIRELESS
 001415 \$950.83 07/30/19 2019-20 Wireless

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11-000-230-590-000-0000-9 Legal Advertising - BOE \$2,187.38

CK#022227	12/17/19	\$60.80	0947	DAILY RECORD
002383		\$60.80	12/09/19	Legal Ad
CK#022334	12/17/19	\$2,126.58	7164	SUCCESS ADVERTISING INC
002403		\$2,126.58	12/11/19	Legal Ad

11-000-230-890-000-0000-9 Misc - BOE \$182.85

CK#022266	12/17/19	\$182.85	2220	MADISON BOARD OF EDUCATION
001934		\$182.85	09/26/19	2019-20 Board Mtg Snacks

11-000-240-600-050-5000-5 Princ Office Supplies - HS \$930.15

CK#022195	12/17/19	\$111.95	0054	ACCURATE LABEL DESIGNS, INC.
001688		\$111.95	08/28/19	MHS Visitor Pass; O'Reilly
CK#022259	12/17/19	\$818.20	1859	JOSTENS, INC.
903088		\$818.20	04/22/19	Faculty Robes & Gowns; O'Reilly

11-000-240-600-100-4000-4 Princ Office Supplies - MJS \$369.84

CK#022289	12/17/19	\$8.97	2665	NCTE
002286		\$8.97	11/18/19	Membership renewal; D.Mack
CK#022332	12/17/19	\$360.87	2264	STAPLES CONTRACT & COMMERCIAL INC
002114		\$360.87	10/22/19	toner; P.Talerico

11-000-252-340-000-7000-0 Maint Contracted Svcs - Tech \$5,500.00

CK#022209	12/17/19	\$500.00	0326	AUDIO VISUAL ASSOCIATES, INC.
001050		\$500.00	07/01/19	Replacement Amplifier for KRS
CK#022282	12/17/19	\$5,000.00	0722	MobileArq
002328		\$5,000.00	11/27/19	School Directory Renewal

11-000-261-420-000-8000-0 Maint Contr.Serv. - MAINT RES \$2,187.00

CK#022251	12/17/19	\$200.00	1644	HONOR TREE SERVICE, INC.
002252		\$200.00	11/11/19	MJS TREE SERVICE
CK#022280	12/17/19	\$1,987.00	K869	MILLER & CHITTY CO., INC.
001636		\$1,987.00	08/20/19	TJS BOILER REPAIR

11-000-261-420-000-8000-0 Maintenance Contracted Svcs \$37,287.58

CK#022200	12/17/19	\$434.00	4860	ALLIANCE COMMERCIAL PEST CONTROL, INC
001059		\$364.00	07/01/19	2019/2020 DIST PEST CONTROL
002306		\$70.00	11/21/19	Service Call TJS
CK#022205	12/17/19	\$330.00	0271	ARROW ELEVATOR INCORPORATED
001119		\$330.00	07/02/19	2019-20 Elevator Maintenance
CK#022207	12/17/19	\$100.00	0295	ASSOCIATED FIRE PROTECTION, INC
001619		\$100.00	08/16/19	CAS BACKFLOW PREVENTER
CK#022211	12/17/19	\$14,000.00	0123	BAKO CONSTRUCTION & RESTORATION INC
002381		\$14,000.00	12/09/19	TJS Removal of Ceiling
CK#022217	12/17/19	\$198.00	4368	BREAKDOWN PRODUCTS, INC
001243		\$198.00	07/17/19	2019-20 HS/JS Cafes
CK#022219	12/17/19	\$4,300.00	1846	BUTLER WATER CORRECTIONS
001618		\$4,300.00	08/16/19	WATER TREATMENT 2019-2020
CK#022251	12/17/19	\$1,000.00	1644	HONOR TREE SERVICE, INC.
002294		\$1,000.00	11/19/19	MHS EMERGENCY TREE REMOVAL

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11-000-261-420-000-8000-0 Maintenance Contracted Svcs

\$37,287.58

CK# 022253	12/17/19	\$975.00	1728 J AND C IRRIGATION INC.
002338	\$975.00	11/27/19	MHS WINTERIZATION OF SPRINKLER
CK# 022261	12/17/19	\$500.00	L446 KS STATEBANK
002340	\$500.00	11/27/19	TRUCK PURCHASES
CK# 022270	12/17/19	\$11,090.00	2331 MATHUSEK, INC
001718	\$11,090.00	08/30/19	DISTRICT FLOOR REFINISHING
CK# 022297	12/17/19	\$354.45	2080 OAK SECURITY GROUP, LLC
002154	\$354.45	08/23/19	MHS locker room cores
CK# 022298	12/17/19	\$1,056.13	0324 OPEN SYSTEMS INTEGRATORS INC
001926	\$1,056.13	09/23/19	DISTRICTWIDE SECURITY
CK# 022330	12/17/19	\$1,850.00	1542 SPORTCARE
002123	\$1,850.00	10/22/19	TURF GROOMING 2019/2020
CK# 022346	12/17/19	\$1,100.00	V346 VMC COMPANY INC
002091	\$1,100.00	10/16/19	MJS TILE & MASTIC REMOVAL

11-000-261-420-000-8000-0 Garbage Disposal

\$2,975.00

CK# 022196	12/17/19	\$2,975.00	0055 ACCURATE REMOVAL LLC
002368	\$2,975.00	12/05/19	Garbage Removal Dec 2019

11-000-261-610-000-8000-8 Maintenance Supplies

\$7,073.50

CK# 022197	12/17/19	\$750.65	0544 ACE HARDWARE/YARDVILLE SUPPLY CO
002257	\$103.95	11/11/19	GAS CAN FOR DISTRICT
002353	\$646.70	12/04/19	Maintenance Supplies
CK# 022224	12/17/19	\$272.40	0052 CLEAN ALL TEC, CORP
002145	\$272.40	10/28/19	ORANGE GLOVES
CK# 022226	12/17/19	\$3,371.99	0855 CORBY ASSOCIATES, INC.
002090	\$3,371.99	10/17/19	MHS TOUCH SCREEN PROCESSOR
CK# 022241	12/17/19	\$1,133.64	C414 F. W. WEBB COMPANY
002327	\$1,133.64	11/26/19	Maintenance Supplies
CK# 022255	12/17/19	\$308.45	1750 JAEGER LUMBER & SUPPLY CO., INC.
002342	\$308.45	12/03/19	Maintenance Supplies
CK# 022337	12/17/19	\$769.18	1732 SUPPLYWORKS
002250	\$769.18	11/11/19	DISTRICT PLUMBING SUPPLIES
CK# 022348	12/17/19	\$467.19	0171 WARSHAUER ELECTRIC SUPPLY
002339	\$467.19	11/27/19	DISTRICT LED BULBS

11-000-261-800-000-8000-8 Maint. Misc.

\$2,180.85

CK# 022193	12/17/19	\$1,441.05	S960 A PARTY CENTER
001868	\$631.85	09/17/19	MJS CURTAINS
002147	\$606.90	10/29/19	MJS CURTAIN RENTAL
002155	\$202.30	10/30/19	MJS CURTAIN RENTAL
CK# 022242	12/17/19	\$739.80	1281 FAST SIGNS
001639	\$357.00	08/22/19	HANDICAP RESERVE PARKING SIGNS
001931	\$382.80	09/23/19	PLEASE DON'T LITTER SIGNS

11-000-262-330-000-8000-8 Other Purch. Prof Svcs.

\$4,800.00

CK# 022315	12/17/19	\$4,800.00	K991 RICHARD M. CESTONE P.E., CHMM
002292	\$4,800.00	11/18/19	BOILER AIR PERMITS

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11-000-262-610-000-8000-8 Custodial Supplies**\$8,774.74**

CK#022208	12/17/19	\$8,774.74	0317 ATRA JANITORIAL SUPPLY CO.
002303	\$1,508.54	11/20/19	Custodial Supplies
002305	\$2,881.51	11/21/19	Custodial Supplies
002321	\$2,330.03	11/25/19	Custodial Supplies
002322	\$751.76	11/25/19	Custodial Supplies
002404	\$1,302.90	12/11/19	Custodial Supplies

11-000-262-621-000-0000-9 Energy - Natural Gas**\$17,337.85**

CK#022232	12/17/19	\$8,553.86	7981 DIRECT ENERGY BUSINESS
001486	\$8,553.86	08/07/19	2019-20 Gas Usage Districtwide
CK#022311	12/17/19	\$8,783.99	3180 PSE&G
001487	\$8,783.99	08/07/19	2019-20 Gas Usage Districtwide

11-000-262-622-000-0000-9 Energy - Electricity**\$32,825.80**

CK#022188	12/01/19	\$32,825.80	0489 BOROUGH OF MADISON
001374	\$32,825.80	07/25/19	2019-20 Electricity

11-000-262-800-000-8000-8 Custodial Misc.**\$145.00**

CK#022252	12/17/19	\$145.00	Y928 ISSA
002043	\$145.00	10/03/19	CUSTODIAL WORK SOFTWARE

11-000-263-420-000-8000-8 Upkeep of Grounds-Contr. Svcs.**\$20,932.50**

CK#022263	12/17/19	\$20,932.50	Q122 LINCOLN LANDSCAPING INC
001493	\$20,932.50	08/07/19	2019-20 District Lawn Maintena

11-000-270-420-000-8000-8 Transp. Contr. Repairs**\$2,954.99**

CK#022215	12/17/19	\$847.69	0437 BETZ'S GETTY LLC
002317	\$232.21	11/22/19	2010 FORD E-150 REPAIR
002318	\$615.48	11/22/19	2008 FORD F-150 REPAIR
CK#022310	12/17/19	\$2,107.30	0672 POWERCO SERVICE, INC
002116	\$2,107.30	10/21/19	KUBOTA REPAIR

11-000-270-511-000-8000-8 H/S Contr Vendors**\$9,158.97**

CK#022236	12/17/19	\$9,158.97	1162 EDUCATIONAL SERVICES COMMISSION OF
001905	\$9,158.97	09/23/19	2019-20 Vo Tech Route

11-000-270-514-000-9000-0 Spec Ed Contracted Vendors**\$15,263.15**

CK#022287	12/17/19	\$15,263.15	2567 MORRIS UNION JOINTURE COMMISSION
002133	\$15,263.15	10/28/19	2019-20 Sp Ed Transportation

11-000-270-600-000-8000-8 Transportation Supplies**\$150.00**

CK#022290	12/17/19	\$150.00	0022 New Jersey E-Z Pass
002373	\$150.00	12/06/19	Replenishment

11-000-291-220-000-0000-9 Social Security Other than TPAF**\$6.77**

CK#022265	12/17/19	\$6.77	2223 MADISON BOARD OF ED PAYROLL
002323	\$6.77	11/26/19	Penalty NY State

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11-000-291-260-000-0000-9 Worker's Comp **\$158,979.00**

CK# 022285	12/17/19	\$158,979.00	2559 MORRIS ESSEX INSURANCE GROUP
001114	\$158,979.00	07/02/19	2019-20 Workers Comp

11-000-291-270-000-0000-9 Health Benefits/Dental **\$32,028.60**

CK# 022230	12/17/19	\$32,028.60	1010 DELTA DENTAL OF NEW JERSEY, INC.
001240	\$32,028.60	07/16/19	2019-20 Dental

11-000-291-291-000-0000-9 Flexible Spending **\$240.00**

CK# 022203	12/17/19	\$240.00	3992 AmeriFlex
001279	\$240.00	07/18/19	2019-20 FSA Fee

11-150-100-320-000-9000-0 Home Instr Purch Prof Svcs **\$6,214.89**

CK# 022202	12/17/19	\$1,180.00	1780 AMERICAN TUTOR, INC
002360	\$1,180.00	11/26/19	Home instruction;DS
CK# 022206	12/17/19	\$380.00	X196 ASSIST EDUCATION LLC
002357	\$380.00	11/18/19	Home Instruction ED
CK# 022235	12/17/19	\$442.89	Y444 EDUCATION INC
002246	\$442.89	11/14/19	Home Instruction; SR
CK# 022237	12/17/19	\$1,322.00	V259 EDUCERE LLC
002219	\$125.00	11/11/19	Home Instruction;ED
002361	\$1,197.00	12/03/19	Home Instruction RG
CK# 022278	12/17/19	\$2,890.00	1492 MELISSA COREY
002365	\$680.00	12/05/19	Home instruction;LM
002398	\$170.00	12/10/19	Home Instruction LM
002399	\$425.00	12/10/19	Home instruction SR
002400	\$1,615.00	12/10/19	Home Instruction;DS

11-190-100-320-000-0000-0 D/W Subs Contracted Services **\$71,352.64**

CK# 022239	12/17/19	\$71,352.64	O325 ESS NORTHEAST, LLC
001936	\$71,352.64	09/26/19	2019-20 Substitutes

11-190-100-500-000-7000-0 Other Instr Purch Svcs - Tech **\$1,377.46**

CK# 022233	12/17/19	\$1,316.80	4389 DRUIDE INFORMATIQUE, INC
002186	\$1,316.80	11/06/19	Typing Pal Renewal
CK# 022258	12/17/19	\$60.66	2041 JOHN LAPIERRE
002304	\$60.66	11/20/19	Shipping Cost Reimbursement

11-190-100-500-050-5000-5 Other Instruc Purch Svcs - HS **\$217.00**

CK# 022262	12/17/19	\$105.00	0417 LIFE SAVERS INC
002290	\$105.00	11/19/19	CPR Certification;Willis
CK# 022326	12/17/19	\$112.00	3555 SILVANA BERARDO
002288	\$50.00	11/19/19	Reimbursement AATI;Berardo
002289	\$62.00	11/19/19	AATF Reimbursement/Berardo

11-190-100-610-000-0000-6 Music Supplies-Elementary **\$1,506.87**

CK# 022222	12/17/19	\$928.53	0637 CASCIO INTERSTATE MUSIC
001476	\$928.53	08/06/19	supplies; Adriana Adkins
CK# 022304	12/17/19	\$578.34	3052 PERIPOLE BERGERAULT, INC.
001743	\$578.34	09/06/19	ukuleles; Kiera Chiarino

Start date 11/20/2019 End date 12/17/2019

12/11/19 14:09

Budget Fund 11

11-190-100-610-000-6000-9 Instructional Supplies - Curr. \$2,017.44

CK#022288	12/17/19	\$19.44	2650 NASCO
001550	\$19.44	08/13/19	STEM Supplies;Joanne Walch
CK#022327	12/17/19	\$1,998.00	M631 SPARKFUN ELECTRONICS INC
001549	\$1,998.00	08/13/19	STEM Supplies;Joanne Walch

11-190-100-610-000-7000-0 Instructional Supplies - Tech \$596.00

CK#022209	12/17/19	\$596.00	0326 AUDIO VISUAL ASSOCIATES, INC.
001050	\$596.00	07/01/19	Replacement Amplifier for KRS

11-190-100-610-050-5000-5 Instructional Supplies-HS \$4,650.18

CK#022199	12/17/19	\$16.35	3708 AHOLD FINANCIAL SERVICES
002037	\$16.35	10/10/19	Stop & Shop MHS
CK#022254	12/17/19	\$111.78	7215 J&M HOME AND GARDEN
002386	\$111.78	12/09/19	Ferns;Schriek
CK#022255	12/17/19	\$2,129.70	1750 JAEGER LUMBER & SUPPLY CO.,INC.
002247	\$2,129.70	11/14/19	Play/Ramp Supplies;Oswin
CK#022264	12/17/19	\$23.93	Q186 MADISON BERRY
002291	\$23.93	11/19/19	Reimbursement;Padelsky
CK#022307	12/17/19	\$225.75	3104 POMPTONIAN FOOD SERVICE
002348	\$225.75	12/03/19	STOMP Breakfast;Willis
CK#022320	12/17/19	\$891.13	3422 SARGENT - WELCH / VWR INTL, LLC
000301	\$891.13	07/01/19	Science Supplies
CK#022347	12/17/19	\$1,251.54	4107 WARD'S SCIENCE / VWR INTL, LLC
000302	\$257.94	07/01/19	Science Supplies
000313	\$934.68	07/01/19	Science Supplies
001835	\$58.92	09/13/19	Support Rods;Carole Rawding

11-190-100-610-060-1000-1 Instructional Supplies -CAS \$348.00

CK#022221	12/17/19	\$116.55	0636 CASCADE SCHOOL SUPPLIES
001759	\$25.20	09/09/19	Dry Erase Boards;Mary Burke
001793	\$9.07	09/10/19	Desk Calendar;D. LaMonica
001919	\$82.28	09/25/19	Attn; Kristin Doran
CK#022321	12/17/19	\$231.45	5637 SCHOOL SPECIALTY
002193	\$231.45	11/06/19	Classroom Supplies: D.LaMonica

11-190-100-610-080-2000-2 Instructional Supplies - KRS \$426.06

CK#022260	12/17/19	\$185.49	1927 KATHY KOOP
002345	\$185.49	12/03/19	Petty Cash
CK#022309	12/17/19	\$240.57	3110 POSITIVE PROMOTIONS INC
001864	\$240.57	09/17/19	Certificate;Brett Levine

11-190-100-610-100-4000-4 Instructional Supplies - MJS \$19.63

CK#022199	12/17/19	\$19.63	3708 AHOLD FINANCIAL SERVICES
001046	\$19.63	07/01/19	Stop n Shop credit a/c;Taleric

11-190-100-610-110-3000-3 Instructional Supplies - TJS \$1,053.43

CK#022221	12/17/19	\$74.55	0636 CASCADE SCHOOL SUPPLIES
000143	\$14.63	07/01/19	General Classroom Supplies
000157	\$29.96	07/01/19	General Classroom Supplies
000285	\$29.96	07/01/19	Teaching Aids

Start date 11/20/2019 End date 12/17/2019

12/11/19 14:09

Budget Fund 11

11-190-100-610-110-3000-3 Instructional Supplies - TJS **\$1,053.43**

CK# 022321	12/17/19	\$51.93	5637	SCHOOL SPECIALTY
000286		\$51.93	07/01/19	Teaching Aids
CK# 022323	12/17/19	\$208.35	1618	SCHOOL SPECIALTY/SAX ARTS EDUCATION
000204		\$208.35	07/01/19	Fine Art Supplies
CK# 022332	12/17/19	\$133.04	2264	STAPLES CONTRACT & COMMERCIAL INC
002190		\$51.05	11/06/19	Supplies; Joanne Empson
002299		\$81.99	11/20/19	Bulletin Board; P. Cook
CK# 022350	12/17/19	\$585.56	4212	WORTHINGTON DIRECT INC.
001874		\$585.56	09/18/19	Desk; Fernandes

11-190-100-890-000-0000-0 Miscellaneous-Music **\$1,552.98**

CK# 022222	12/17/19	\$1,552.98	0637	CASCIO INTERSTATE MUSIC
001475		\$1,552.98	08/06/19	instruments; Adriana Adkins

11-190-100-890-100-4000-4 Miscellaneous - MJS **\$141.03**

CK# 022289	12/17/19	\$141.03	2665	NCTE
002286		\$141.03	11/18/19	Membership renewal; D. Mack

11-204-100-610-000-9000-0 LLD Supplies **\$219.78**

CK# 022194	12/17/19	\$219.78	M608	ACADEMIC SUCCESS FOR ALL LEARNERS
001234		\$219.78	07/16/19	Supplies; KBuonocore

11-213-100-610-000-9000-0 Resource Room Supplies **\$72.90**

CK# 022247	12/17/19	\$72.90	7533	GANDER PUBLISHING
002263		\$72.90	11/15/19	Workbooks; Tuziok

11-214-100-600-000-9000-0 SpecEd - Autism Supplies/Mat **\$840.40**

CK# 022281	12/17/19	\$840.40	C149	MIND RESOURCES, INC
002127		\$840.40	10/24/19	Autism Supplies; KSamuelson

11-401-100-500-050-5000-5 ExtendedDay Other Purch Svc **\$1,000.00**

CK# 022255	12/17/19	\$1,000.00	1750	JAEGER LUMBER & SUPPLY CO., INC.
002247		\$1,000.00	11/14/19	Play/Ramp Supplies; Oswin

11-401-100-580-000-0000-0 Marching Band - Travel **\$5.09**

CK# 022319	12/17/19	\$5.09	0633	RYDER TRANSPORTATION SERVICES
002110		\$5.09	10/22/19	Marching Band Rental

11-401-100-600-050-5000-5 ExtndDaySupplies-MarchingBand **\$2,000.00**

CK# 022271	12/17/19	\$1,000.00	4508	MATTHEW YOUNG
002213		\$1,000.00	11/11/19	Choreography; Batsch
CK# 022318	12/17/19	\$1,000.00	J061	RYAN BRODHEAD
002212		\$1,000.00	11/11/19	Percussion Arrangement; Batsch

11-402-100-500-050-5000-5 Athletic Purchased Services **\$36,422.20**

CK# 022210	12/17/19	\$1,050.00	G406	B. MCGUIRE VIDEO SERVICES
002270		\$1,050.00	11/13/19	Football Video Services
CK# 022214	12/17/19	\$4,296.00	Z077	BEHIND THE MASK, INC
001945		\$4,296.00	09/24/19	Girls Ice Hockey

Start date 11/20/2019 End date 12/17/2019

12/11/19 14:09

Budget Fund 11

11-402-100-500-050-5000-5 Athletic Purchased Services

\$36,422.20

CK# 022267	12/17/19	\$13,000.00	2225 MADISON BOARD OF EDUCATION
002231	\$13,000.00	11/05/19	Winter Officials Payroll
CK# 022272	12/17/19	\$280.00	0641 MCBSA
002268	\$280.00	11/13/19	Boys Soccer Banquet
CK# 022273	12/17/19	\$320.00	C434 MCGSCA
002232	\$320.00	11/05/19	Girls Soccer Banquet
CK# 022274	12/17/19	\$10,090.00	7020 MCSSIHL, INC
002267	\$10,090.00	11/13/19	Ice Hockey Fees
CK# 022293	12/17/19	\$565.00	2863 NJSIAA
002234	\$480.00	10/31/19	State Tournament Entry
002236	\$85.00	10/31/19	Coaching Course
CK# 022313	12/17/19	\$325.00	G446 RANDOLPH ATHLETICS
002233	\$325.00	11/05/19	Softball Entry Fee
CK# 022316	12/17/19	\$2,625.00	P659 ROCKETS SPORTS GROUP
002229	\$2,625.00	11/11/19	Girls Ice Hockey Ice Rental
CK# 022333	12/17/19	\$1,851.20	3705 STEWART MORRIS INC.
002271	\$1,851.20	11/13/19	2019-2020 Athletic Awards
CK# 022339	12/17/19	\$235.00	3929 TONY MALDONADO
002319	\$235.00	10/24/19	Volleyball Assigning
CK# 022340	12/17/19	\$1,785.00	N921 UNION SPORTS ARENA/THE WESTFIELD RINK
002269	\$1,785.00	11/13/19	Girls Ice Hockey Practice

11-402-100-600-050-5000-5 Athletic Supplies

\$12,931.55

CK# 022218	12/17/19	\$6,938.00	0542 BSN SPORTS
001827	\$1,296.00	09/04/19	Boys/Girls Soccer Socks
001956	\$180.00	09/17/19	Soccer Nets
001957	\$928.00	09/17/19	Girls Tennis
903379	\$4,534.00	06/28/19	Ice Hockey Jersey
CK# 022257	12/17/19	\$127.00	A523 JASON ERDERICH
002235	\$127.00	10/31/19	Event Staff Vests
CK# 022275	12/17/19	\$4,715.85	1234 MEDCO SUPPLY COMPANY
001500	\$4,715.85	07/18/19	Athletic Trainer Supplies
CK# 022279	12/17/19	\$129.95	2197 M-F ATHLETIC
001734	\$129.95	08/30/19	Rolatable Measuring;Padelsky
CK# 022302	12/17/19	\$871.04	4639 PASSONS SPORTS/BSN SPORTS & US GAMES
000328	\$44.70	07/01/19	Athletic Supplies
000354	\$759.12	07/01/19	Athletic Supplies
000385	\$67.22	07/01/19	Athletic Supplies
CK# 022312	12/17/19	\$75.01	3202 R & R TROPHY & SPORTING GOODS
000330	\$32.75	07/01/19	Athletic Supplies
000351	\$18.83	07/01/19	Athletic Supplies
000390	\$23.43	07/01/19	Athletic Supplies
CK# 022331	12/17/19	\$74.70	3637 SPORTSMAN'S
000332	\$74.70	07/01/19	Athletic Supplies

11-402-100-800-050-5000-5 Athletic Miscellaneous

\$242.16

CK# 022204	12/17/19	\$193.91	R636 ANDREA PADELSKY
002227	\$79.84	11/11/19	Athletic Uniform Storage
002313	\$36.70	11/19/19	Locker Room Supplies

Start date 11/20/2019 End date 12/17/2019

12/11/19 14:09

Budget Fund 11

11-402-100-800-050-5000-5 Athletic Miscellaneous

\$242.16

CK#022204	12/17/19	\$193.91	R636 ANDREA PADELSKY
002372		\$77.37	11/21/19 National Signing Day
CK#022314	12/17/19	\$48.25	3102 READY REFRESH BY NESTLE
001432		\$48.25	07/31/19 2019-20 Water

Total for this fund \$660,900.83

Start date 11/20/2019 End date 12/17/2019

12/11/19 14:09

Budget Fund 12

12-000-400-390-050-2019-ε CapRes W/D Locker Room Soft				\$280.00
CK#022223	12/17/19	\$280.00	2099 CLANCY STORAGE, DBA GO MINIS	
002388	\$280.00	12/10/19	Mini Rentals MHS	
12-000-400-450-000-2020-ϕ Kindergarten Rooms- Construct				\$26,487.50
CK#022216	12/17/19	\$26,487.50	S022 BGD CONTRACTING	
001035	\$26,487.50	07/01/19	Toilet Room Construction	
12-000-400-450-050-2019-ε CapRes W/D Locker Room Constr				\$744,662.27
CK#022192	12/04/19	\$744,662.27	N589 CMG OF EASTON, INC	
903310	\$744,662.27	06/18/19	HS Locker Room Renovation	
12-000-400-450-050-2020-ε CapRsv W/D- HS Ceilings				\$17,919.50
CK#022248	12/17/19	\$17,919.50	0149 GRIGGS PLUMBING & HEATING LLC	
002153	\$17,919.50	10/29/19	MJS WATER HEATER REPLACEMENT	
12-000-400-600-000-2020-ϕ Kindergarten- Supplies & Mat				\$13,853.00
CK#022322	12/17/19	\$13,853.00	S693 SCHOOL SPECIALTY	
001246	\$13,853.00	07/17/19	Furniture Kinder;A. Stager	
Total for this fund				\$803,202.27

Start date 11/20/2019 End date 12/17/2019

12/11/19 14:09

Budget Fund 20

20-251-100-500-000-9020-C IDEA Instr-Other Purchased Svc **\$25,093.82**

CK# 022245	12/17/19	\$9,137.50	O212 FUSION ACADEMY
001423	\$9,137.50	07/18/19	19-20 Tuition EK
CK# 022283	12/17/19	\$5,438.40	2519 MONTGOMERY ACADEMY
001419	\$5,438.40	07/18/19	19-20 Tuition PH
CK# 022329	12/17/19	\$10,517.92	3843 SPECTRUM 360
001420	\$5,258.96	07/18/19	19-20 Tuition PS
001421	\$5,258.96	07/18/19	19-20 Tuition PM

20-251-200-300-000-9020-C IDEA Prof & Tech Serv NONPUB **\$4,284.50**

CK# 022236	12/17/19	\$4,284.50	1162 EDUCATIONAL SERVICES COMMISSION OF
002389	\$4,284.50	12/10/19	NP IDEA-B FEES Nov 2019

20-271-200-580-000-6020-C Title II Oth Purch Srvs Travel **\$1,200.00**

CK# 022220	12/17/19	\$80.00	K415 CARE PLUS NJ, INC
001984	\$40.00	10/02/19	Registration; Kathy Siso
001985	\$40.00	10/02/19	Registration; Libby Marotta
CK# 022246	12/17/19	\$50.00	G162 GABRIELLA CARPUTO
002034	\$50.00	10/10/19	Reimbursement
CK# 022287	12/17/19	\$105.00	2567 MORRIS UNION JOINTURE COMMISSION
002033	\$105.00	10/10/19	Registration; Melissa Bataille
CK# 022292	12/17/19	\$80.00	2817 NJASA
002138	\$40.00	10/29/19	Registration; Stacy Snider
002265	\$40.00	11/15/19	Registration; Kelly Bosworth
CK# 022294	12/17/19	\$85.00	P117 NJSPRA
002228	\$85.00	11/12/19	Registration; Mark Schwarz
CK# 022295	12/17/19	\$150.00	L084 NJTEEA
001856	\$150.00	09/16/19	Registration; Jason Erdreich
CK# 022338	12/17/19	\$650.00	3234 TEACHERS COLLEGE READING AND WRITING
001820	\$650.00	09/12/19	Registration; K. Spelker

20-502-100-300-000-0000-C Chapter 192 Compensatory Educa **\$1,622.39**

CK# 022236	12/17/19	\$1,622.39	1162 EDUCATIONAL SERVICES COMMISSION OF
002390	\$1,622.39	12/10/19	NP 192/193 Fees Nov 2019

20-504-100-300-000-0000-C Chapter 193 Annual Exam & Clas **\$274.13**

CK# 022236	12/17/19	\$274.13	1162 EDUCATIONAL SERVICES COMMISSION OF
002390	\$274.13	12/10/19	NP 192/193 Fees Nov 2019

20-506-100-300-000-0000-C Chapter 193 Supplemental Instr **\$2,347.55**

CK# 022236	12/17/19	\$2,347.55	1162 EDUCATIONAL SERVICES COMMISSION OF
002390	\$2,347.55	12/10/19	NP 192/193 Fees Nov 2019

20-507-100-300-000-0000-C Chapter 193 Initial Exam & Cla **\$1,018.12**

CK# 022236	12/17/19	\$1,018.12	1162 EDUCATIONAL SERVICES COMMISSION OF
002390	\$1,018.12	12/10/19	NP 192/193 Fees Nov 2019

20-508-100-300-000-0000-C Chapter 193 Corrective Speech **\$1,275.96**

CK# 022236	12/17/19	\$1,275.96	1162 EDUCATIONAL SERVICES COMMISSION OF
002390	\$1,275.96	12/10/19	NP 192/193 Fees Nov 2019

Total for this fund	\$37,116.47
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Start date 11/20/2019 End date 12/17/2019

12/11/19 14:09

Budget Fund 60

60-910-310-890-000-0000-C FOOD SERVICE

\$50,536.22

CK# 022307	12/17/19	\$50,536.22	3104 POMPTONIAN FOOD SERVICE
002356	\$50,536.22	12/05/19	Food Service

Total for this fund

\$50,536.22

Start date 11/20/2019 End date 12/17/2019

12/11/19 14:09

Budget Fund 64

64-190-100-580-000-0000-C STEAM Summer Travel

\$150.00

CK# 022295 12/17/19 \$150.00 L084 NJTEEA

002002 \$150.00 10/03/19 Registration; Matthew Garrera

Total for this fund

\$150.00

Total for Report

\$1,554,161.79

MADISON BOARD OF EDUCATION

Leslie Lajewski, *Board President*
Heather Reddy, *Vice President*



Mark Schwarz, *Superintendent of Schools*

PUBLIC MEETING AGENDA

The Public Meeting of the Madison Board of Education, Morris County, New Jersey, was called to order by President Lajewski at 7:30 p.m. on **October 1, 2019** in the Alice Perlaw Media Center of Madison High School, Ridgedale Avenue, Madison, NJ

1. CALL TO ORDER:

Board Members Present:

Leslie Lajewski, President
Heather Reddy, Vice President
Sarah Fischer
Johanna Habib
David Irwin
Thomas Piskula
Pam Yousey

Also Present:

Mark Schwarz, Superintendent
Eulalia Gillis, Acting Business Administrator/Board Secretary
Daniel Ross, Assistant Superintendent
Dr. Frank Santora, Assistant Superintendent
Isabel Machado, Board Attorney

Board Members Absent:

Abi Singh, Harding representative

2. BOARD SECRETARY PRO TEMPORE

Moved by Sarah Fischer, seconded by Thomas Piskula, to approve as follows:

Resolved: that the Board of Education approve Mark Schwarz as Board Secretary Pro Tempore for the meeting of the Board of Education on October 1, 2019.

3. RECESS TO CLOSED SESSION

Moved by Pam Yousey, seconded by Sarah Fischer, to approve as follows:

Resolved: that the Board of Education move into closed executive session for the purpose of discussing confidential personnel matters. It is anticipated that the Board will be in closed session for up to 0.5 hours and action may be taken in public session afterward. Discussion conducted in closed executive session shall be disclosed to the public to the extent permitted by law that making such matters public shall not be inconsistent with the Open Public Meeting Act.

VOICE VOTE: 7:0

Time: 7:03

4. RECONVENE TO PUBLIC SESSION

Time: 7:31

5. FLAG SALUTE

6. NOTICE OF MEETING

In compliance with the Open Public Meetings Act, Chapter 231, Laws of New Jersey, 1975, notice of this meeting has been sent to the Madison Eagle, the Daily Record and has been posted in the Board of Education Office, the Borough Hall, the Madison Railroad Station, the YMCA, the Madison Library, all

school buildings and on the district's website. The public is invited to attend. This evening's meeting constitutes an official Public Meeting of the Board of Education. Action may be taken.

If needed, the Board will convene into Executive Session to discuss matters permitted pursuant to NJSA 10:4-12. Upon conclusion of the Executive Session, the Board will return to Regular Session at which time public action may be taken.

7. ROLL CALL:

Board Members Present:

Leslie Lajewski, President
Heather Reddy, Vice President
Sarah Fischer
Johanna Habib
David Irwin
Thomas Piskula
Pam Yousey

Also Present:

Mark Schwarz, Superintendent
Eulalia Gillis, Acting Business Administrator/Board Secretary
Daniel Ross, Assistant Superintendent
Dr. Frank Santora, Assistant Superintendent
Isabel Machado, Board Attorney

Board Members Absent:

Abi Singh, Harding representative

8. OPEN TO THE PUBLIC *Open: 7:32* *Closed: 7:32*

9. REPORT OF THE BOARD PRESIDENT

10. SUPERINTENDENT DISCUSSION ITEMS

11. HUMAN RESOURCES AGENDA – Action Items

Moved by Johanna Habib, seconded by David Irwin, at the recommendation of the superintendent, approve the following:

a. Separation Agreement

Approve the Separation Agreement between the Madison Board of Education and Employee #0347.

ROLL CALL: 7:0

Time: 7:33

12. OLD BUSINESS

13. NEW BUSINESS

14. ADJOURNMENT

Moved by Sarah Fischer, seconded by Pam Yousey,

VOTE: 7:0

Time: 7:34

Respectfully submitted by Mark Schwarz, Superintendent and Board Secretary Pro Tempore

MADISON BOARD OF EDUCATION

Leslie Lajewski, *Board President*
Heather Reddy, *Vice President*



Mark Schwarz, *Superintendent of Schools*
Vincent Occhino, *Interim Board Secretary*

PUBLIC MEETING AGENDA

The Public Meeting of the Madison Board of Education, Morris County, New Jersey, was called to order by President Lajewski at 7:00 p.m. on November 19, 2019 in the Alice Perlaw Media Center of Madison High School, Ridgedale Avenue, Madison, NJ

1. CALL TO ORDER:

Board Members Present:

Leslie Lajewski, President
Heather Reddy, Vice President
Sarah Fischer
Johanna Habib
David Irwin
Thomas Piskula
Pam Yousey
Abi Singh, Harding representative

Also Present:

Mark Schwarz, Superintendent
Vincent Occhino, Interim Business Administrator/Board Secretary
Daniel Ross, Assistant Superintendent
Dr. Frank Santora, Assistant Superintendent
Isabel Machado, Board Attorney

2. RECESS TO CLOSED SESSION

Moved by Pam Yousey, seconded by David Irwin, to approve as follows:

Resolved: that the Board of Education move into closed executive session for the purpose of discussing confidential student and personnel matters. It is anticipated that the Board will be in closed session for up to 0.5 hours and action may be taken in public session afterward. Discussion conducted in closed executive session shall be disclosed to the public to the extent permitted by law that making such matters public shall not be inconsistent with the Open Public Meeting Act.

VOICE VOTE: 8:0

Time: 7:00

3. RECONVENE TO PUBLIC SESSION

Time: 7:30

4. FLAG SALUTE

5. NOTICE OF MEETING

In compliance with the Open Public Meetings Act, Chapter 231, Laws of New Jersey, 1975, notice of this meeting has been sent to the Madison Eagle, the Daily Record and has been posted in the Board of Education Office, the Borough Hall, the Madison Railroad Station, the YMCA, the Madison Library, all school buildings and on the district's website. The public is invited to attend. This evening's meeting constitutes an official Public Meeting of the Board of Education. Action may be taken.

If needed, the Board will convene into Executive Session to discuss matters permitted pursuant to NJSA 10:4-12. Upon conclusion of the Executive Session, the Board will return to Regular Session at which time public action may be taken.

6. ROLL CALL

Board Members Present:

Leslie Lajewski, President
Heather Reddy, Vice President
Sarah Fischer
Johanna Habib
David Irwin
Thomas Piskula
Pam Yousey
Abi Singh, Harding representative

Also Present:

Mark Schwarz, Superintendent
Vincent Occhino, Interim Business Administrator/Board Secretary
Daniel Ross, Assistant Superintendent
Dr. Frank Santora, Assistant Superintendent
Isabel Machado, Board Attorney

7. REPORT OF THE BOARD PRESIDENT

Mrs. Lajewski congratulated the newly elected Board members, Stephen Tindall and John Regan.

8. OPEN TO THE PUBLIC *Open: 7:35* *Closed: 7:40*

Judy Pierce gave a presentation on the Preschool Advantage program and requested that the Board promote the program.

9. SUPERINTENDENT DISCUSSION ITEMS

- a. Introduction of Student Liaisons - Mark Schwarz introduced Wyatt Fritsch and Aisling McShane.
- b. Superintendent Report - Mark Schwarz congratulated the newly elected Board members. He also commented on Veteran's Day activities, Board meeting start times, and length of time for public comments. A poll suggested support of the current three minute policy.
- c. Technology Report - John LaPierre updated the Board on the technology initiatives, i.e. website.
- d. Facilities Report - Mike Zulla presented a facilities update.
- e. Board Retreat Planning - A Board retreat will be scheduled based on the availability of all Board members.
- f. MHS Goal Progress Presentation by Principal Dave Drechsel - Dave Drechsel reported on 3 goals that the administrative team will be working on for 2019-20. The goals are:
 1. MHS will foster an environment where students have an adult in the building they can speak to and trust.
 2. MHS will create an environment that teaches students how to manage stress and anxiety.
 3. MHS will challenge students academically while encouraging them to pursue their interests and passions.

10. EDUCATION AGENDA – Discussion Items

- a. **Education Committee Report** - The Education Committee met on November 12 and discussed Policy and Regulation 2464 Gifted and Talented and Policy and Regulation 2417 Intervention and Referral Services
- b. **Proposed District Calendar for 2021-2022** - The Board discussed the proposed 2021-2022 school calendar.

- c. **Policy and Regulation** - Assistant Superintendent Daniel Ross offered remarks on the two policy and regulation items.
- i. 2464 Gifted and Talented
 - ii. 2417 Intervention and Referral Services

11. EDUCATION AGENDA – Action Items

Moved by Pam Yousey, seconded by Thomas Piskula, at the recommendation of the superintendent, approve the following:

a. Travel

Approve the school district travel

b. Field Trips

Approve school field trips:

Sch.	Gr.	# of Students	Class/ Group	Field Trip	Date	Location	Trans.	Cost/ Student
KRS	3	58	3rd Grade	Waterloo Village	4/22/20	Stanhope, NJ	District Bus	\$11
KRS	3	58	3rd Grade	Newark Museum	3/3`0/20	Newark, NJ		TBD
TJS	5	59	5th Grade	Biztown	3/27/20	Edison, NJ	Vendor Bus	TBD
TJS	5	59	5th Grade	MJS	4/23/20	Madison, NJ	District Bus	\$0
MJS	6-8	13	MJS Robotics Club	Robotics Competition - Mt. Olive High School	11/24/19	Mt. Olive, NJ	District Bus	\$0
MHS	9-12	75	Band	Boonton Christmas Parade	11/30/19	Boonton, NJ	District Bus	\$0
MHS	9-12	17	3D Design	Whitney Museum	1/15/20	99 Gansevoort St, New York, NY	District	\$0 (MEF Grant)
MHS	9-12	25	Jazz Chorus	TJS/CAS/KRS	12/19/19	Madison Elementary Schools	District Bus	\$0
MHS	9-12	35	HN/AP French	Metropolitan Opera House	3/13/20	30 Lincoln Center, New York, NY	District Bus	\$10
MHS	9-12	25	Jazz Chorus	Hanover Manor	12/11/19	East Hanover, NJ	District Bus	\$0
MHS	12	19	AP Spanish	Repertorio Cultural	12/19/19	New York, NY	District Bus	\$25

MHS	11-12	40	Honors Spanish V	Spanish Theater	1/30/20	New York, NY	District Bus	\$25
MHS	11-12	15	Guidance Department	CCM College tour	4/21/20	Randolph, NJ	District Bus	\$0

c. Textbook Approval

Approve the following textbooks for use in curriculum and/or summer reading lists:

#	Title	Author	Grade
1	Sweet Venom	Tera Lynn Childs	7
2	King of Ithaka	Tracy Barrett	7

ROLL CALL: 8:0

12. HUMAN RESOURCES AGENDA – Discussion Items

- a. Human Resources Committee Report** - Dr. Vespignani provided an overview of the items discussed by the HR Committee.

13. HUMAN RESOURCES AGENDA – Action Items

Moved by Johanna Habib, seconded by Sarah Fischer, at the recommendation of the Superintendent, approve the following:

a. Retirements/Resignations

Approve the following retirements and resignations:

#	Action	Name	Position	Location	Effective Date
1	Resignation	Susan Iatarola	Confidential Secretary to the Business Administrator	Central Office	11/15/19
2	Resignation	Allison Stager	Principal	TJS	1/1/20
3	Resignation	Samuel Kalb	Leave Replacement Teacher/Special Education	MJS	11/19/19
4	Resignation	Angela Vasic-Wylykanowitz	Chemistry Teacher	MHS	1/1/20
5	Resignation	Martin Horn	Teacher Assistant	TJS	10/29/19

b. New Hires and Other Personnel Actions

Approve the following new hires and other personnel actions:

#	Action	Name	Position	Replacing/ New	Location	Effective Dates	Salary/ Rate	Account #
1	Amend Salary	Denis Larriega	Custodian	N/A	KRS	7/1/19 to 6/30/20	Custodial/1 \$43,690 + Night Differential and Black Seal	11-000-262-100

							license each \$700	
2	Amend Salary	Darrel Turner	Maintenance Mechanic/Custodian	N/A	District	7/1/19 to 6/30/20	Custodial/5 \$47,690 + Black Seal license \$700	11-000-262-100
3	New Hire	Mark Fessler	Chemistry Teacher	Angela Vasic-Wylykanowitz	MHS	1/21/20 (or sooner) to 6/30/20	MA +30/14 \$82,763 (to be prorated)	11-140-100-101
4	New Hire	John Griffin	Treasurer of School Monies	Abigail Kutz	Central Office	11/20/19 to 6/30/20	\$6,000 (to be prorated)	11-000-230-101
5	Revised Dates	Dana Goodstein	Leave Replacement Teacher Vocal/Chorus	Ariana Ciolino	MJS	12/6/19 to 1/31/20	Day 1-20: \$100 per day; Day 21+:BA/1 \$53,083* (to be prorated)	11-130-100-101
6	Revised Dates	Amanda Spagnuolo	Leave Replacement Teacher/3rd Grade	Allison Altieri	TJS	10/1/19 to 6/30/20	Day 1-20: \$100 per day; Day 21+: BA/1 \$53,083* (to be prorated)	11-120-100-101

c. Additional Compensation

Approve additional compensation:

#	Name	Type of Work	Dates	Cost/hr	Total Hours	Total Pay
1	Jessica Viscel	Home Instruction for Student #4239114856	10/30/19 to 12/15/19	\$46	14	not to exceed \$644
2	Robert Grundfest	Home Instruction for Student #4239114856	10/30/19 to 12/15/19	\$46	14	not to exceed \$644
3	Leslie Gentile	Home Instruction for Student #4239114856	10/30/19 to 12/15/19	\$46	14	not to exceed \$644
4	Carole Rawding	Home Instruction for Student #4239114856	10/30/19 to 12/15/19	\$46	14	not to exceed \$644
5	Richard Hagens	Assist Student #9954378053 for the Special Olympics Halloween Social	10/31/19	\$16.49	1	not to exceed \$16.49
6	Desiree Blanc	Assist multiple students for early morning ensemble	10/1/19 to 6/19/20	\$16.49	20	not to exceed \$329.80
7	Jason Ellrott	Home Instruction for Student #7569464056	11/9/19 to 12/6/19	\$46	8	not to exceed \$368

8	Gwen Carter	Home Instruction for Student #7569464056	11/9/19 to 12/6/19	\$46	8	not to exceed \$368
9	Jennifer Gamba	Home Instruction for Student #3901079855	10/4/19 to 10/31/19	\$46	8	not to exceed \$368
10	Leslie Gentile	Home Instruction for Student #8262090656	9/4/19 to 12/31/19	\$46	Not to exceed 30 hours	Not to exceed \$1,380
11	Leslie Gentile	Home Instruction for Student #4636496116	9/4/19 to 12/31/19	\$46	Not to exceed 30 hours	Not to exceed \$1,380
12	Stacy Snider	Acting Principal, TJS	1/2/20 to 2/18/20	-	-	Not to exceed \$6,048

d. Leave of Absence

Approve the following leave of absence:

Name	Position/School	Paid Leave	Unpaid/FML/NJFL	Return Date
Kerilyn Stockdale (revised dates)	ESL Teacher/ TJS	9/16/19 to 10/15/19	10/16/19 to 6/19/20	8/26/20

e. Extra Curricular Appointments for the 2019-2020 School Year

Approve the Extra Curricular Appointments for the 2019-2020 school year.

f. Practicum - Field Experience

Approve the following student teachers and internship placements:

Name	School	Type of Work	Anticipated Dates	Mentor/School
Claire McNally	TCNJ	Student Teacher	11/20/19 to 12/20/19	Heather Sokolowski/ MHS
Michael Dougherty	TCNJ	Student Teacher	1/27/20 to 5/8/20	Susan Light, Gina Sloginski/ KRS
Anne-Christie Fleury	FDU	Observation/ Field Experience	11/20/19 to 12/20/19	Anthony Cyrana/ CAS
MacKenzi Cook	FDU	Observation/ Field Experience	1/2/20 to 1/17/20	Anthony Cyrana/ CAS
Lila Clark	Drew University	Internship/ ABA program	1/2/20 to 4/30/20	Natasha Naldzin, Erin Chambers/ CAS

g. Nursing Services Plan

Approve the 2019-2020 Nursing Services Plan.

ROLL CALL: 8:0

14. OPERATIONS AGENDA – Discussion Items

- a. **Operations Committee Report** - Michael Zulla provided information on the district facilities.
- b. **Potential Comprehensive Facilities Assessment** - Mark Schwarz explained issues related to the facilities assessment.

15. OPERATIONS AGENDA – Action Items

Moved by Thomas Piskula, seconded by Pam Yousey, at the recommendation of the superintendent, approve the following:

- a. **Bills List**
Approve bill list dated November 19, 2019.
- b. **Minutes**
Approve the following minutes:
 - 1. Open Session Minutes from October 15, 2019
- c. **Donations**
Approve the following donations:

Organization	Donation	Location
KRS PTO	New Laminator (\$1,700 value)	KRS
Madison Music & Arts	Commercial grade Portable tables (\$1,500 value)	Facilities Department

- d. **Disposal of Fixed Assets**
Approve the disposal of the following items:

Item Description	Number of Items	Location
Books	See attached list	KRS Library
Student Desks	24	TJS

- e. **Professional Services**
Approve the following professional services:

Name	Service	Cost	Effective Dates
Delta-T Group	Substitute Nursing Services	\$41.75/hr	11/20/19 to 6/30/20
American Tutor Inc.	Home Instruction	\$59/hr	9/1/19 to 6/30/20
Pasquale DeNegri	Production Sound Design for MJS "A Midsummer Night's Dream"	\$599 (to be paid from ticket sale proceeds)	12/2/19 to 12/8/19

Helen Raymaker	Accompanist for following concerts and rehearsals: MHS Winter Concert (\$175) TJS Winter Concert (\$150) KRS Winter Concert (\$150) CAS Winter Concert (\$150)	\$625	Various rehearsals and concerts on 12/10/19 and 12/12/19
Karen Delavan	Accompanist for MJS Winter Chorus/Orchestra Concert	\$375	6 rehearsals and concert on 12/11/19
Michael Steinhardt, Psy.D.	Neuropsychological Consultation	\$400/hr (not to exceed 20 hours)	12/1/2019 to 6/23/20
Ryan Brodhead	MHS Marching Band Percussion Arranging for 2019-2020 Season	\$1,000	9/1/19 to 6/30/20
Matthew Young	Choreography for Marching Band Dodgers	\$1,000	9/1/19 to 6/30/20
Shannon Burton	Color Guard Dance/Flag/ Weapons Choreography	\$1,000	9/1/19 to 6/30/20
Shannon Burton	Color Guard Uniform Design Color Guard Flag Design (4 flags)	\$1,000	9/1/19 to 6/30/20

f. Construction Contractor Payment

Approve payment application #5 to CMG of Easton in the amount of \$744,682.27 for the MHS Athletic Facility project.

g. Construction Manager Payment

Approve payment #6 to Epic Management for the MHS Athletic Facility project in the amount of \$20,894.00.

h. Maintenance Vehicles Financing

Approve financing agreement with KS StateBank for three maintenance vehicles for a term of five years totaling \$164,436.85 through the Hunterdon County ESC Co-Op. Payments to begin 7/15/20.

i. Maintenance Vehicles Purchase

Approve purchase of three new maintenance vehicles to Ditschman/Flemington Ford totaling \$147,954.00 through the MCCPC Co-Op (see financing action above).

j. MJS Gym Divider Curtain

Using capital reserve funds, approve proposal in the amount of \$12,900 to Corby Associates for the removal and replacement of the gym dividing curtain.

k. MJS Hot Water Heater Emergency Replacement

Using capital reserve funds, ratify proposal in the amount of \$17,919 to Griggs Plumbing and Heating for emergency replacement of MJS hot water heater.

l. KRS Gym Wall Padding

Using capital reserve funds, approve proposal to Corby Associates for replacement of the protective wall padding in the MPR in the amount of \$19,770.

m. B&G Timeclock System

Using general operating funds, approve proposal to Touchpoint Industries for time clock devices and remote support service for a three year term in the amount of \$13,800.

n. Change Orders

Approve the following change orders:

1. Change order #9 for CMG of Easton in the amount of \$54,716.45 for the MHS Athletic Facilities project.
2. Change order #10 for CMG of Easton in the amount of \$6,702.92 for the MHS Athletic Facilities project.
3. Change order #11 for CMG of Easton in the amount of \$13,326.06 for the MHS Athletic Facilities project.
4. Change order #12 for CMG of Easton in the amount of \$1,861.18 for the MHS Athletic Facilities project.
5. Change order #13 for CMG of Easton in the amount of \$8,647.12 for the MHS Athletic Facilities project.
6. Change order #8 Balance for CMG of Easton in the amount of \$7,720.36 for the MHS Athletic Facilities project.

Original Contract Sum		\$2,459,000.00
Previously Approved Change Orders	CO#1	\$57,695.57
	CO#2	\$11,118.34
	CO#6	\$12,866.97
	CO#7	\$18,217.89
	CO#8	\$2,532.69
Change Order Subtotal		\$102,431.46
Contract Subtotal		\$2,561,431.46
Proposed Change Orders	CO#9	\$54,716.45
	CO#11	\$13,326.06
	CO#13	\$8,647.12
	CO#8 balance	\$7,720.36
Change Order Subtotal		\$84,409.99
Revised Contract Total		\$2,645,841.45
Original Total General Allowances		\$50,000.00

<i>General Allowances Previously Approved</i>	CO#3	\$27,615.00
	CO#5	\$5,505.00
<i>General Allowances To Be Approved</i>	CO#10	\$6,702.92
<i>Remaining General Allowances To Date</i>		\$10,176.85

<i>Original Total Testing Allowances</i>		\$15,000.00
<i>Testing Allowances Previously Approved</i>	CO#4	\$4,277.64
<i>Testing Allowances To Be Approved</i>	CO#12	\$1,861.18
<i>Remaining Testing Allowances To Date</i>		\$8,861.18

o. Joint Transportation Agreement

1. Approve transportation contract renewal for the Joint Transportation Agreement with Hanover Park for the 2019-20 school year as attached.
2. Approve the Joint Transportation Agreement with Florham Park.

p. Special Education Out of District Tuition

Approve the placement and transportation cost for resident Special Education pupil for the 2019-20 school year.

Student ID	School	2019-2020 Tuition
7559733855	Search Learning Group	\$130,000.00 (not to exceed)

q. Comprehensive Maintenance Plan (CMP)/M-1 Report

Annual approval of the state-mandated submission of the Comprehensive Maintenance Plan (CMP) 2017-18 - 2019-20 and the Annual Maintenance Budget Amount Worksheet (M-1)

ROLL CALL: 8:0 except for 15.a, which was 7:1 with Mr. Irwin voting no.

16. OLD BUSINESS - Mr. Irwin expressed concern regarding scheduling parent teacher conferences. Mrs. Habib requested to have information on the activities account.

17. NEW BUSINESS - There was a question regarding facilities use.

18. OPEN TO THE PUBLIC **Open:** 10:00 **Closed:** 10:10
A community member expressed concern about students having to purchase books.

19. CLOSED EXECUTIVE SESSION (if necessary)

Moved by Johanna Habib, seconded by Sarah Fischer, to approve as follows:

Resolved: that the Board of Education move into closed executive session for the purpose of discussing personnel/legal issues. It is anticipated that the Board will be in closed session for _hour(s) and action may be taken in public session afterward. Discussion conducted in closed executive session shall be

disclosed to the public to the extent that making such matters public shall not be inconsistent with the Open Public Meeting Act.

VOICE VOTE: 8:0

Time: 10:11

20. RECONVENE TO PUBLIC SESSION

Time: 11:08

21. ADJOURNMENT

Moved by Leslie Lajewski seconded by Heather Reddy,

VOTE: 8:0

Time: 11:09



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MOVING EDUCATION FORWARD

MEF Fall 2019 Grant Cycle

ALL ELEMENTARY SCHOOLS:

1. **Elementary Coding Resources** to provide hands-on, screen free coding resources for K-3 students to prepare students for advanced challenges in 4th/5th grade and beyond.

CENTRAL AVENUE SCHOOL:

2. **One School/One Book** to build school unity by having a school-wide read along program, where each classroom reads the same book during the same time period, with various extension activities.
3. **Yoga Updates** to provide yoga straps for this successful MEF-funded program.
4. **A Soldier's Life Assembly** to bring a hands-on assembly from Fort Ticonderoga to all 5th grade students as an opening activity for their Revolutionary War unit in Social Studies.
5. **Gaga Ball Pit** to provide a safe space for PE classes to participate in this highly-engaging activity. The Gaga Ball Pit at MHS has been a huge success!
6. **Kindness Continues** to introduce new book titles into the collection to expand on themes of kindness, mindfulness and peacefulness.
7. **Nintendo Labo Kits** to allow for creative problem solving and opportunities for collaboration in this hands-on building and coding activity.
8. **Series Books for Classroom Libraries** to provide third grade students with popular series books at different reading levels to encourage reading for pleasure.
9. **Manipulatives for Exploration/Social/Emotional Learning** to provide developmentally appropriate, play-based manipulatives for the expanded kindergarten program.

KINGS ROAD SCHOOL:

10. **KRS Juggling Club** to provide juggling tools for this new program to encourage mental well-being and increase concentration skills.
11. **Sandy Hook Field Trip** for second grade students to explore marsh and ocean environments through a program with the New Jersey Sea Grant Consortium.
12. **Gaga Ball Pit**...because everyone needs one of these!
13. **Little Free Library** to establish a lending library on school grounds to encourage literacy in students and families. MEF funded a Little Free Library at CAS last year and it has been wildly popular.
14. **Math Museum Field Trip** for 4th grade students to be inspired and engaged by the National Museum of Math in NYC.
15. **Enhancing Classroom Libraries** to provide refreshed reading choices in first grade classrooms.

KINGS ROAD/TOREY J. SABATINI SCHOOLS:

16. **First Annual Book Tasting** to treat students to a sneak-peak of new books for the KRS and TJS media centers. The Book Tasting event is set up like a restaurant where students sample numerous books by reading the first few pages.
17. **Bookflix Subscription Service** is an online digital resource where fiction and nonfiction connect. Bookflix animates stories that introduce learners to the delights of reading while sparking curiosity in over 280 thematically-paired nonfiction texts.

TOREY J. SABATINI SCHOOL:

18. **Calm Corners** to supply resources to establish areas for kindergarten students to take safe mental breaks in the classroom.
19. **Noise Canceling Headphones** to help 4th grade students block out classroom noise and increase focus.



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MOVING EDUCATION FORWARD

MADISON JUNIOR SCHOOL:

20. **Membean Vocabulary Building** to provide 7th grade students with personalized online vocabulary instruction and practice for the remainder of the school year. District to pick up subscription in 2020-2021.
21. **Met Museum Trip** for 7th grade students to expand their knowledge of early civilizations. This is a recurring grant and Mr. Lih and Mr. Newbery do an amazing job of inspiring and engaging students with activities before, during and after the museum visit.
22. **Amplifying History - Podcasting in the Classroom** for 6th grade students to learn to use an alternative method for presenting information to their classmates and teachers.
23. **CST Education and Support Resources** to purchase counseling games and books focused on cognitive behavioral therapy, mindfulness, and social emotional learning.
24. **StarLab Dome** to provide 6th grade students with the opportunity to view the constellations in this portable planetarium, making science come to life, and aligning with Earth Science curriculum.
25. **Setting up Ceramics** to provide storage systems and supplies to establish a hand-building ceramics program at MJS, including the introduction of Project Empty Bowl. Through Project Empty Bowl, students will learn the skill of making a bowl and a slab tray. Students will select their best piece to place up for donation. All funds raised will benefit America's hungry children via the Share Our Strength, No Kid Hungry Foundation.
26. **CST Social Emotional Learning Resources** to provide evidence-based books and curriculum programs to help teach students how to effectively manage conflicts.
27. **Music Recording System**, in collaboration with Madison Music & Arts, to outfit both the band and orchestra rooms with a state-of-the-art sound recording and playback system to allow music students to hear themselves in real time. MEF funded a similar system for the MHS band room in 2017 and the feedback has been extremely positive.
28. **Chariot of the Sun assembly** to bring a unique spin to Greek Myths in this highly entertaining, amusing and popular assembly for 7th grade students.
29. **Meteorologist John Marshall assembly** to provide a culminating activity for the 6th grade weather and climate unit through a real-life presentation of a meteorologist at work.
30. **Improving our Indoor Garden** to provide a water-filtration system (to combat Madison's extremely hard water!) for the aquaponics/hydroponics garden in the STEM lab, based on the successful implementation of a similar system at MHS.

MADISON HIGH SCHOOL:

31. and 32. **Headsets for World Language - Italian and Spanish** to provide new teachers with classroom sets of headsets to allow for language lab learning and assessments.
33. **Field Trip to the Whitney Museum of American Art** for 3D Design students to see the Making Knowing: Craft in Art exhibit, which will serve as inspiration for their final sculpture project.

MEF GRANTS AWARDED - FALL 2019

	school	grant	applicant(s)	co-applicant(s)	grade/subject	budget	purchaser
1	TJS	Elementary Coding Resources	Michelle D'Amico		K-5 STEAM	\$13,826	MEF/BOE
2	CAS	One School/One Book	Maureen Magnani	Tom Liss	schoolwide	\$1,048	MEF
3	CAS	Yoga Updates	Maureen Magnani		schoolwide	\$82	MEF
4	CAS	A Soldier's Life Assembly	Anthony Cyrana		5th grade	\$300	MEF
5	CAS	CAS Gaga Ball Pit	Thomas Liss	Jason Izsa	PE/Recess	\$2,000	MEF
6	CAS	Kindness Continues	Maureen Magnani	Stacy Trilling	Reading Specialist	\$740	MEF
7	CAS	Nintendo Labo Kits	Kristin Doran		4th grade	\$2,329	MEF
8	CAS	Series Books for Classroom Libraries	Stephanie Attilio	Kara DuRie	3rd grade	\$2,800	MEF/BOE
9	CAS	Manipulative for Exploration/Social/Emotional Learning	Mary Burke			\$1,806	MEF
10	KRS	KRS Juggling Club	Brett Levine		Guidance	\$300	MEF
11	KRS	Sandy Hook Field Trip	Kathy Goodbread	Samantha Lopez, Alyssa Fine	2nd grade	\$450	MEF
12	KRS	Gaga Ball Pit	Angelo Abbondandolo		PE	\$2,500	MEF
13	KRS	Little Free Library	Chris Paradiso	Joanne Sims	Librarian/Reading	\$620	MEF
14	KRS	Math Museum	Laurie Schaefer	Kari Pollio, Erin Logue	4th	\$969	MEF
15	KRS	Enhancing Classroom Libraries	Joanne Sims	Jessica Yurecko, Victoria Koehler	1st	\$1,749	BOE
16	KRS/TJS	First Annual Book Tasting	Chris Paradiso		Librarian k-5	\$2,500	MEF/BOE
17	KRS/TJS	Bookflix Subscription Service	Chris Paradiso		k-3	\$2,585	BOE
18	TJS	Calm Corner	Meredith Waryha		K	\$800	MEF
19	TJS	Noise Cancelling Headphones	Colleen Kennedy	Kate Lade, Jim Stricchiola	4th grade	\$450	MEF
20	MJS	Membean Vocabulary Building	Paige Henry, Lisa Toto	Jennifer Gamba, Charlie Diamante, Louis Caruso	7th grade ELA	\$2,488	BOE
21	MJS	Met Trip	Eric Lih	Rich Newberry	7th grade SS	\$2,700	MEF

22	MJS	Amplifying History-Podcasting in the Classroom	Amanda Tobia	Stephen Finkelstein	6th grade SS	\$917	MEF
23	MJS	Education and Support Resources	Laura Savage		Child Study Team	\$557	MEF
24	MJS	StarLab Dome	Patrice Donnelly	Kelley DeRosa	6th grade science	\$400	MEF
25	MJS	Setting up Ceramics	MaryAnn St. Jacques		Art	\$905	MEF
26	MJS	Social Emotional Learning	Alex Lopez		CST	\$1,306	MEF
27	MJS	Music Recording System *	Kathleen McCormick	Leo Sabatino, Matthew Rossi	Band/Orchestra	\$3,741	MEF
28	MJS	Chariot of the Sun	Paige Henry, Lisa Toto	Lisa Toto, Jennifer Gamba, Charles Diamante	7th English	\$835	MEF
29	MJS	Meteorologist John Marshall	Kelley Derosa	Patrice Donnelly	6th Science	\$1,200	MEF
30	MJS	Improving our Indoor Garden	Jason Erdreich		STEAM	\$1,300	MEF
31	MHS	Headsets for World Language-Italian	Gabriella Carputo		Italian	\$900	MEF
32	MHS	Headsets for World Language Spanish	Megan Ehrenfeld		Spanish	\$900	MEF
33	MHS	Field Trip to the Whitney Museum of American Art	Madison Berry		9-12 Art/3D Design	\$225	MEF
					TOTAL	\$56,228	
* MMA donating \$2,500 . Total cost is \$6,241							



BOARD OF EDUCATION OF THE BOROUGH OF MADISON

359 Woodland Road • Madison, NJ 07940 • (973) 593-3100 • Fax (973) 593-3161

Dr. Michael A. Rossi, Jr.
Superintendent

Gary S. Lane
Business Administrator/
Board Secretary

DISPOSAL OF TEXTS FORM
(FOR BOE AGENDA)

From - Name: Chris Paradiso_____

Department: Library_____

Building: Kings Road_____

Date submitted: December 6, 2019_____

Book Title	ISBN #	Year	Quantity
Please see attached			

Author	Title	ISBN	Pub. Date
Zolotow, Charlotte	The bunny who found Easter.		[1959]
Nardo, Don	Sieur de la Salle	531119734	c2001.
Chissell, Joan.	Chopin.		[1965]
D'Aulaire, Ingri	Columbus		c1955.
Tocci, Salvatore.	Jonas Salk : crea	766020975	c2003.
Wilson, Ellen Jar	American painter	374302707	[1971]
Zolotow, Charlotte	The bunny who found Easter.		[1959]
Zolotow, Charlotte	The bunny who found Easter.		[1959]
Powell, John We	In my own words	761410139	c2001.
Grant, Matthew C	Ulysses S. Grant	871912988	c1974.
Williams, Zella.	Mark Sanchez : c	1448814847	
Pistolessi, Rosear	Let's celebrate H	816710023	c1988.
Fritz, Jean.	And then what ha	698202740	[1973]
Spirn, Michele	A Know-Nothing	60281863	c2000.
Brown, Marc Tok	Arthur's Thanksg	0316110604 (lib. bdg.)	c1983.
Montgomery, Eliz	William C. Handy: father of the blues.		[1968]
Adler, David A.	George Washing	823407179	c1988.
Brown, Marc Tok	Arthur's Thanksg	0316110604 (lib. bdg.)	c1983.
Kudlinski, Kathle	Juliette Gordon L	0670822086 (lib. bdg.)	1988
Pizzoli, Greg	The quest for Z :	9780670016532 (hardcover) :	
McGovern, Ann.	Shark lady : true	590076043	c1978.
Gogerly, Liz.	Dian Fossey	739852256	c2003.
	Biography today.	780803655	1999
Hoke, Helen L.	Witches, witches	531018237	c1958.
Mitchell, Barbara	Raggin' : a story	876143109	1987
Olney, Ross Rob	Janet Guthrie, fir	817858822	c1978.
McCafferty, Jim.	Holt and the teddy bear:		1991
Petersen, David.	Meriwether Lewis	051603264X	c1988.
Himmelman, Joh	Amanda and the	0670115312 (lib. bdg.)	1985
Brown, Marc Tok	Arthur's Thanksg	0316110604 (lib. bdg.)	c1983.
Brown, Marc Tok	Arthur's Thanksg	0316110604 (lib. bdg.)	c1983.
Wolfe, Rinna.	Mary McLeod Be	531201031	1992
Greene, Carol.	Louisa May Alco	0516032089 (lib. bdg.)	c1984.
Fradin, Dennis B	Samuel Adams :	395825105	c1998.
Venezia, Mike.	Michelangelo		1991
Tripp, Valerie	Squirrel's Thanks	516015680	c1988.
Tripp, Valerie	Squirrel's Thanks	516015680	c1988.
Bastable, Tony.	John Cabot	836850122	2004
Payment, Simon	Scott O'Dell	1404204679	2006
Greenfield, Elois	Mary McLeod Be	690011296	c1977.
Cross, Helen Re	The real Tom Th	059007606X	c1980.
Adler, David A.	A picture book of Rosa Parks		1993
Lane, Margaret	The tale of Beatrix Potter: a biography		c1946.
Brown, Ruth	A dark, dark tale	803716729	c1981.
	Biography today	780803617	c1999

	Biography today.	780803647	c1999.	
Heiligman, Deborah	Mary Leakey: in search of human beginnings		1995	
Bauer, Caroline F	Thanksgiving stories and poems		c1994.	
Harvey, Brett.	My prairie year :	823406040	c1986.	
Harvey, Brett.	My prairie year :	823406040	c1986.	
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Bernard, Jacques	Journey toward freedom: the story of Sojourner Truth			[1967]	
Coulter, Tony.	Jacques Cartier, Samuel de Champlain and the Exp				1993
Marshall, David.	Bill Gates : billion	1410300714		c2004.	
Littlefield, Sophie	Oliver Wendell H	1404226524			2005
Greene, Carol.	Emily Dickinson :	516042637			1994
Davidson, Marga	The story of Eleanor Roosevelt.			[1969, c1968]	
Jeunesse, Gallim	The rain forest				1992
Fritz, Jean.	Where do you thi	399207236		c1980.	
Cohen, Daniel	Ghost in the hous	525651314		c1993.	
Goodman, Joan	Despite all obsta	1931414017		c2001.	
Greene, Carol.	George Washing	516042181			1991
Fitz-Gerald, Chris	Meriwether Lewis	516030612			1991
Wilson, Suzan.	Steve Jobs : a wi	76601536			2001
Monsell, Helen A	Robert E. Lee : y	2042020			1986
Adler, David A.	A picture book of	82340966		c1992.	
Sterling, Dorothy	The story of Harr	590436287			1954
Celsi, Teresa No	Squanto and the	817235116		c1989.	
Boyd, Aaron	Smart money : th	193179832		c2004.	
Danziger, Paula	Orange you glad	142408093			2007
	Today's world : a	528835009			1993
Fleming, Thomas	First in their hearts: a biography of George Washing			[1968]	
Bruce, Dana.	Tell me a joke.				1966
Gaffney, Timothy	Edmund Hillary :	516030523			1990
Alphin, Elaine M	Germ hunter : a s	1575051796		c2003.	
Daugherty, Jame	Daniel Boone			[c1939]	
Petersham, Mau	Joseph and his brothers, from the story told in the b				1958
Freeman, Don.	Space witch.			[1959]	
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Quackenbush, R	Old Silver Leg ta	136339344		c1986.	
Petersham, Mau	Story of the presidents of the United States of Ameri				1953
Ash, Maureen.	The World's Great Explorers: Vasco Nunez de Balb				1990
Anderson, Joan.	Christopher Colu	0803710410 (trade)			1991
Cazet, Denys.	Minnie and Moo	6000505		c2003.	
Fritz, Jean.	Where was Patri	698203070		[1975]	
Meigs, Cornelia	Invincible Louisa.: the story of the author of Little Wc				1933
Devlin, Wende.	Old Witch rescue	819306088		[1972]	
Parker, Steve.	Galileo and the universe:				1992
McGovern, Ann.	The secret soldie	590074326		[1975]	
Barth, Edna.	Turkeys, Pilgrims	816431493		[1975]	
Fisher, Leonard I	Prince Henry the	27352315		c1990.	
Cushman, Doug.	Aunt Eater's mys	60278048		c1998.	
Fradin, Dennis B	Kentucky	516038176			1993
McGinty, Alice B.	Sharon Creech	1404204687			2006
Gomez, Victoria	Wags to witches	0688519547 (lib. bda)		c1981	

Sabin, Francene.	Elizabeth Blackw	89375756		1982
Schwartz, Alvin	In a dark, dark ro	60252715	c1984.	
Adler, David A.	A picture book of	823413152	c1998.	
Cohen, Miriam.	The real-skin rubber monster mask			1990
Adler, David A.	A picture book of	823413152	c1998.	
Dickinson, Rebec	The 13 nights of	59047586		1996
Blair, Gwenda.	Laura Ingalls Wil	399611398	c1981.	
Pringle, Laurence	Elephant woman	689801424	c1997.	
Joseph, Joan.	Henry Hudson. -	053101276X		1974
Brown, Marc Tok	Arthur's Hallowee	316111163	c1982.	
Dalgliesh, Alice	The Thanksgiving story			1954
Freedman, Russ	Lincoln : a photol	899193803	c1987.	
	Biography today.	780800680	c1996.	
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Kroll, Steven.	The candy witch	059044509X (pbk.)	c1979.	
Simon, Seymour	Ghosts	039731664X 0397316658	c1976.	
SPROULE, ANN ABRAHAM LINCOLN				
Kunhardt, Edith.	Trick or treat, Da	688073107	c1988.	
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Davis, Burke	Heroes of the Am	0394921526 (library ed.)	[1971]	
	Easter buds are :	015224705X	c1979.	
Richards, Kenne	Charles Lindbergh		[1968]	
Fritz, Jean.	The great little M	698116216	c1989.	
Brown, Marc Tok	Arthur's Hallowee	316111163	c1982.	
Van Riper, Guerr	Knute Rockne : y	20421109		1986
Trow, George Sv	Meet Robert E. Lee.		[1969]	
Bennett, Jill.	Spooky Poems :	316089877	First published in 1	
Krizner, L. J.	Nathan Hale : pa	823957241		2002
Whitman, Sylvia.	Hernando de Soto and the Explorers of the America			1991
Catton, Bruce	This hallowed ground: the story of the Union side of		[1962]	
Howard, Harold F	Sacajawea	806115785		1971
Williams, Jean K	Sandra Day O'Co	894343556	c2000.	
Grant, Matthew C	Kit Carson, trailb	871912538	1973, c1974]	
San Souci, Robe	A terrifying taste	385326351	c1998.	
Heckart, Barbara	Edmond Halley: The man and his comet			1984
Mariana.	Miss Flora McFlimsey's Easter bonnet.		[1951]	
Stone, Tanya Lee	Laura Welch Bus	76132304		2001
Degering, Etta.	Gallaudet, friend of the deaf.		[1964]	
Lattimore, Debor	Cinderhazel : the	590202324	c1997.	
Gillette, Henry S.	Leonardo da Vinci : pathfinder of science.			1962
Hoban, Russell.	Arthur's new pow	0690013701. 069001371X	c1978.	
Sabin, Francene.	Amelia Earhart :	89375840	c1983.	
Mariana.	Miss Flora McFlimsey's Easter bonnet.		[1951]	
Steffoff, Rebecca	Lewis and Clark:			1992
Herda, D. J.	Thurgood Marsh	894905570	c1995.	
D'Aulaire, Indri	Benjamin Franklin		c1950	

Gormley, Beatrice	George W. Bush	68984123		2001
Petersham, Maurice	David : from the story told in the First book of Samuel			1958, c1938.
Miklowitz, Gloria	Nadia Comaneci	448262606		c1977.
Parks, Edd Winfield	Teddy Roosevelt: Young Rough Rider			1953, 1961.
Sis, Peter.	Starry messenger : A book depicting the life of a farmer			1996
White, Linda.	Too Many Pumpkins.			1996
Bourgeois, Paule	Franklin's Halloween	590693301		c1996.
Oneal, Zibby.	Grandma Moses	670806641		1986
Hall-Quest, Olga	How the pilgrims	525323880		c1946.
Grant, Matthew C	Francis Marion, Soldier	871912570		[1973, c1974]
Stevenson, August	Buffalo Bill: frontier daredevil			1991
Bains, Rae.	Clara Barton, Angel	893757527		1982
Christopher, Matthew	On the field with.	316135089		2000
Mitchell, Barbara	CLICK! : a story about a camera	0876142897 (lib. bdg.)		c1986.
Grant, Matthew C	Robert E. Lee: the general	087191302X		1974]
Cone, Molly.	Leonard Bernstein.			[1970]
Marzollo, Jean.	Happy birthday, I	590440659		1993
Grant, Matthew C	John Paul Jones	871913003		1974]
Grant, Matthew C	Champlain; explorer	871912872		1974]
Clarke, Nzingha.	Karen Hesse	1404204628		2006
Levinson, Nancy	Thomas Alva Edison	590527673		1996
Gregory, Cynthia	Cynthia Gregory	671687867		c1990.
Kroll, Steven.	The biggest pumpkin	0823405052 (lib. bdg.)		c1984.
McKissack, Patricia	George Washington	089490308X		c1991.
Santella, Andrew	Henry Hudson	531119688		c2001.
Brown, Gene.	Duke Ellington : jazz	1567115055		c2001.
Alper, Ann Fitzpatrick	Forgotten voyage	876144423		c1991.
McLanathan, Richard	Leonardo da Vinci	810912562		c1990.
Fritz, Jean.	Why don't you get	698202929		[1974]
Bishop, Claire H.	Mozart; music magician.			[1968]
Sechrist, Elizabeth	13 ghostly yarns.			1963, c1942.
Aliki.	The many lives of a cat	0671664913 (pbk.)		c1988.
Kalman, Bobbie	We celebrate Halloween	865050392		c1985.
Sis, Peter.	Follow the dream	679906282		1991
Scheer, Julian.	A Thanksgiving turkey :			2001
Huynh, Quang N	The land I lost : a memoir	64401839		1986, c1982.
Keeler, Stephen.	Louis Braille	0531180719 (lib. bdg.)		1986
Edmondson, J. F	Jim Bowie : frontiersman	823957349		2003
Stevenson, James	The great big escape	688017894		c1983.
Blassingame, Wj	Thor Heyerdahl,	525666265		c1979.
Sonneborn, Liz.	Samuel de Champlain	531165809		c2001.
Ripley, Elizabeth	Michelangelo : a biography			1953
Burleigh, Robert.	Into the woods : a story	689830408		c2003.
	Biography today.	780804341		c2001.
Prelutsky, Jack.	It's Halloween:			1977
Schulz, Charles F	How long, great	302066618		1977

Balian, Lorna.	Humbug potion :	068718021X		c1984.	
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Aliki.	The story of William Penn.			[1964]	
Schweninger, An	Halloween surpri	0670359351 (lib. bdg.)			1984
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Boekhoff, P. M.	Mozart	73771896		c2004.	
Meadowcroft, En	Crazy Horse, Sioux warrior.			[1965]	
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Devlin, Wende.	Cranberry Thank	0819304999 (library binding)		[1971]	
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Adams, Adrienne A	Halloween happening			1981, 1991.	
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Grant, Matthew C	Dolley Madison:	871913089		1974]	
Carpenter, Angel L.	Frank Baum :	822549107		c1992.	
Santella, Andrew	Henry Hudson	531165779		c2001.	
Weidt, Maryann I	Oh, the places he went : A story about Dr. Seuss - T				1994
Stanley, Diane.	Charles Dickens	688091105		c1993.	
Olmstead, Kathle	Matthew Henson	9.78E+12		c2008.	
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Lystad, Mary H.	Halloween parad	0399203583 0399608478 (lib. bdg)		[1973]	
Cherry, Lynne.	Making a differer	1572743735		c2000.	
Pauli, Hertha Ern	Handel and the Messiah story			[1968]	
Morrison, Jessica	Wayne Gretzky :	778725480		c2011.	
Haskins, James	Shirley Temple B	670819573			1988
Gibbons, Gail.	Halloween	823405249		c1984.	
Hautzig, Deborah	Happy Birthdya L	394973658			
Hopkins, Lee Be	Hey-how for Hall	152339000		[1974]	
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Latham, Jean Le	Carry on, Mr. Boy	395137136			1955
Waters, Kate.	Samel Eaton's Day : A day in the life of a pilgrim boy				1993
Brown, Drollene	Belva Lockwood	0807506303 (lib. bdg.)			1987
Haskins, James	Space challenge	0876142595 (lib. bdg.)		c1984.	
Gutman, Bill.	Modern women s	396074898		c1977.	
Tudor, Tasha.	A tale for Easter	394844041		[1989]	
Heinrichs, Ann.	De Soto : Hernar	756501792		c2002.	
Frevert, Patricia I	Pablo Picasso : t	871918005		c1981.	
Bartlett, Robert M	Thanksgiving Day.			[c1965]	
Gutman, Bill.	The picture life o	531014835			1978
Graham, Ada.	Six little chickade	059007508X		c1982.	
Gallagher, Jim	Sir Francis Drake	791059502		c2001.	
Prager, Annabell	The spooky Hallc	394843703		c1981.	
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Becker, Helaine.	Frederick Dougl	1567115578			2001
Adams, Barbara	The picture life o	0531101681 (lib. bdg.)			1986
Rosa, Joseph G.	Wild Bill Hickok :	823966321			2004
Stein, R. Conrad	Christopher Colu	516048511		c1992.	
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Zolotow, Charlott	A tiger called Thomas.			[1963]	
Devlin, Wende a	Cranberry Easter.				1990
Mason, Paul	Thomas A. Edisc	739844148		c2002.	
Kellogg, Steven.	The mystery of th	803761155		c1980.	
Carpenter, Angel	Frances Hodgson	0822549050 (lib. bdg.)		c1990.	
Jacobson, Jennif	Andy Shane and	763633062		2007, c2006.	
Sobol, Donald J.	Lock, stock, and barrel.			c1965.	
Ripley, Elizabeth	Rembrandt: a biography				1955
Dash, Joan.	The world at her	590907166		c2001.	
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Madison Junior School Auditorium Renovations

Request for Quote

General Construction Items:

Provide labor material rigging and equipment to renovate the Madison Junior School Auditorium to include but not limited to removal of auditorium seats, removal of wood floor and carpeting, renovation to existing seats, installation of concrete platform, carpeting, lighting and sound booth walls, construction of chase, etc., all as shown on the drawings and outlined in the specifications.

Lump Sum – Numerical Price

Electrical Items:

Provide labor material rigging and equipment to install conduit from new lighting and sound booth across existing floor, up the wall of the back of the auditorium, through the existing lighting booth up above the existing auditorium ceiling and across the auditorium ceiling and down to the stage in the area of the light and sound panels. Install receptacles and power to the new lighting and sound booth. All new wiring to be in conduit. Extend lighting controls from the stage to the new lighting booth, etc., all as shown on the drawings and outlined in the specifications.

Lump Sum – Numerical Price

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06100 ROUGH CARPENTRY

06402 INTERIOR ARCHITECTURAL WOODWORK

DIVISION 8 - DOORS AND WINDOWS

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09260 GYPSUM BOARD ASSEMBLIES

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SECTION 03300

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies cast-in place concrete for general building construction, including but not limited to, footings, foundations, slabs on grade, walkways and roadway curbs, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.
- B. See Division 2 Section "Earthwork" for drainage fill under slabs-on-grade.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete mixture.
- C. Shop Drawings: For steel reinforcement. Material test reports and certificates.

1.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
 - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- B. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
 - 1. ACI 301, "Specification for Structural Concrete," Sections 1 through 5.
 - 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
- C. Preinstallation Conference: Conduct conference at Project site.

PART 2 - PRODUCTS

2.1 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
 - 1. Epoxy-Coated Reinforcing Bars: ASTM A 775/A 775M, epoxy coated, with less than 2 percent damaged coating in each 12-inch bar length.
- B. Plain-Steel Welded Wire Reinforcement: ASTM A 185, plain, fabricated from as-drawn steel wire into flat sheets.
- C. Deformed-Steel Welded Wire Reinforcement: ASTM A 497, flat sheet.
- D. Epoxy-Coated Welded Wire Reinforcement: ASTM A 884/A 884M, Class A coated, Type 1, deformed steel.
- E. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice."

2.3 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
 - 1. Portland Cement: ASTM C 150, Type I or II.
- B. Normal-Weight Aggregates: ASTM C 33, graded, 3/4-inch nominal maximum coarse-aggregate size.
 - 1. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Water: ASTM C 94/C 94M and potable.
- D. Air-Entraining Admixture: ASTM C 260.
- E. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
2. Retarding Admixture: ASTM C 494/C 494M, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
5. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

2.4 VAPOR RETARDERS

- A. Plastic Vapor Retarder: ASTM E 1745, Class C, or polyethylene sheet, ASTM D 4397, not less than 10 mils thick. Include manufacturer's recommended adhesive or pressure-sensitive joint tape.

2.5 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
- F. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, nondissipating, certified by curing compound manufacturer to not interfere with bonding of floor covering.

2.6 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

2.7 CONCRETE MIXTURES

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
- B. Cementitious Materials: Use fly ash, pozzolan, ground granulated blast-furnace slag, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 40 percent.
- C. Proportion normal-weight concrete mixture as follows:
 1. Minimum Compressive Strength: 4000 psi at 28 days.

2. Slump Limit: 4 inches for concrete with verified slump of **2 to 4 inches** before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1 inch.
3. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch nominal maximum aggregate size.
4. Air Content: Do not allow air content of troweled finished floors to exceed 3 percent.

2.8 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.9 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and ASTM C 1116, and furnish batch ticket information.
 1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork according to ACI 301 to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Chamfer exterior corners and edges of permanently exposed concrete.

3.2 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

3.3 VAPOR RETARDERS

- A. Plastic Vapor Retarders: Place, protect, and repair vapor retarders according to ASTM E 1643 and manufacturer's written instructions.
 1. Lap joints 6 inches and seal with manufacturer's recommended tape.

3.4 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
 - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

3.5 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:
 - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
 - 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

3.6 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
 - 1. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
- C. Cold-Weather Placement: Comply with ACI 306.1.
- D. Hot-Weather Placement: Comply with ACI 301.

3.7 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - 1. Apply to concrete surfaces not exposed to public view.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - 1. Apply to concrete surfaces exposed to public view, to receive a rubbed finish, to be covered with a coating or covering material applied directly to concrete.
- C. Rubbed Finish: Apply the following to smooth-formed finished as-cast concrete where indicated:
 - 1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
 - 2. Grout-Cleaned Finish: Wet concrete surfaces and apply grout of a consistency of thick paint to coat surfaces and fill small holes. Mix one part portland cement to one and one-half parts fine sand with a 1:1 mixture of bonding admixture and water. Add white portland cement in amounts determined by trial patches so color of dry grout will match adjacent surfaces. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap and keep surface damp by fog spray for at least 36 hours.
 - 3. Cork-Floated Finish: Wet concrete surfaces and apply a stiff grout. Mix one part portland cement and one part fine sand with a 1:1 mixture of bonding agent and water. Add white portland cement in amounts determined by trial patches so color of dry grout will match adjacent surfaces. Compress grout into voids by grinding surface. In a swirling motion, finish surface with a cork float.
- D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.8 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, or rakes to produce a profile amplitude of 1/4 inch in 1 direction.

1. Apply scratch finish to surfaces to receive concrete floor toppings or to receive mortar setting beds for bonded cementitious floor finishes.
- C. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture.
1. Apply float finish to surfaces to receive trowel finish and to be covered with fluid-applied or sheet waterproofing, or sand-bed terrazzo.
- D. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
1. Apply a trowel finish to surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system.
 2. Finish and measure surface so gap at any point between concrete surface and an unlevelled, freestanding, 10-foot- long straightedge resting on 2 high spots and placed anywhere on the surface does not exceed 1/8 inch.
- E. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces where ceramic or quarry tile is to be installed by either thickset or thin-set method. While concrete is still plastic, slightly scarify surface with a fine broom.
1. Comply with flatness and levelness tolerances for trowel finished floor surfaces.
- F. Broom Finish: Apply a broom finish to exterior concrete walkways, platforms, steps, and ramps, and elsewhere as indicated.

3.9 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
1. Moisture Curing: Keep surfaces continuously moist for not less than seven days.
 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than

seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

- a. After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer unless manufacturer certifies curing compound will not interfere with bonding of floor covering used on Project.

4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.10 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

3.11 FIELD QUALITY CONTROL

- A. Testing and Inspecting: All testing shall be administered by the Contractor. Contractor shall submit testing agency(s) to Owner/Architect for approval of the same. Cost for testing shall be paid for by the Owner via an allowance set forth in the construction documents, subject to verification of by the Architect via submittal by the Contractor. The qualified independent testing and inspecting agency shall perform field tests and inspections and prepare test reports.

1. Testing Services: Tests shall be performed according to ACI 301.

END OF SECTION

SECTION 03300

SECTION 06100

ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide rough carpentry:
 - 1. Framing with dimension lumber.
 - 2. Wood nailers and blocking.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.

1.3 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers, which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Lumber Standards and Grade Stamps: DOC PS 20, American Softwood Lumber Standard and inspection agency grade stamps.
- C. Construction Panel Standards: DOC PS 1, U.S. Product Standard for Construction and Industrial Plywood; APA PRP-108.
- D. Wood Framing Standards: NFPA House Framing Manual.
 - 1. Interior Framing: 2 inch by 4-inch.
- E. Preservative Treatment: AWPAC2 for lumber and AWPAC9 for plywood; waterborne pressure treatment. Provide for wood in contact with soil, concrete, masonry, roofing, flashing, dampproofing and waterproofing.
- F. Fire-Retardant Treatment: AWPAC20 for lumber and AWPAC27 for plywood; noncorrosive type. Provide at building interior where required by code.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Dimension Lumber:
 - 1. Structural Framing: Select structural grade.
- B. Auxiliary Materials:
 - 1. Sill Sealer Gaskets: Glass fiber strip resilient insulation.
 - 2. Framing Anchors and Fasteners: Non-corrosive, suitable for load and exposure. Drywall screws are not acceptable.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated,
- B. Provide nailers, blocking and grounds where required. Set work plumb, level and accurately cut.
- C. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction. Coordinate with other work.
- D. Comply with manufacturer's requirements for cutting, handling, fastening and working treated materials.
- E. Restore damaged components. Protect work from damage.

END OF SECTION

SECTION 06100

SECTION 06402

INTERIOR ARCHITECTURAL WOODWORK

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Interior standing and running trim.
 - 2. Flush wood paneling and wainscots.
 - 3. Shop finishing of woodwork.
- B. Interior architectural woodwork includes wood furring, blocking, shims, and hanging strips unless concealed within other construction before woodwork installation.
- C. Rough carriages for stairs are a part of interior architectural woodwork. Platform framing, headers, partition framing, and other rough framing associated with stairwork are specified in Division 6 Section "Rough Carpentry."

1.2 SUBMITTALS

- A. Product Data: For handrail brackets and finishing materials and processes.
- B. Shop Drawings: Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices, and other components.
- C. Samples:
 - 1. Lumber and panel products for transparent finish, for each species and cut, finished on one side and one edge.
 - 2. Lumber and panel products with shop-applied opaque finish, for each finish system and color, with exposed surface finished.
 - 3. Thermoset decorative panels, for each type, color, pattern, and surface finish.
- D. Woodwork Quality Standard Compliance Certificates: AWI Quality Certification Program certificates.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications: Fabricator of woodwork.
- B. Quality Standard: Unless otherwise indicated, comply with AWI's "Architectural Woodwork Quality Standards".

1. Provide AWI Quality Certification Program labels and certificates for woodwork, including installation.
- C. Forest Certification: Provide interior architectural woodwork produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship."

1.4 PROJECT CONDITIONS

- A. Environmental Limitations: Do not deliver or install woodwork until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.

PART 2 - PRODUCTS

2.1 WOODWORK FABRICATORS

- A. Fabricators: Subject to compliance with requirements, provide interior architectural woodwork by one of the following:

2.2 MATERIALS

- A. Wood Species and Cut for Transparent Finish: Red oak, plain sawn or sliced.
- B. Wood Species for Opaque Finish: Any closed-grain hardwood.
- C. Wood Products:
 1. Recycled Content of Medium-Density Fiberboard and Particleboard.
 2. Hardboard: AHA A135.4.
 3. Medium-Density Fiberboard: ANSI A208.2, Grade MD, made with binder containing no urea formaldehyde.
 4. Softwood Plywood: DOC PS 1, Medium Density.
 5. Veneer-Faced Panel Products (Hardwood Plywood): HPVA HP-1, made with adhesive containing no urea formaldehyde.
- D. Thermoset Decorative Panels: Particleboard or medium-density fiberboard finished with thermally fused, melamine-impregnated decorative paper complying with LMA SAT-1.

2.3 FIRE-RETARDANT-TREATED MATERIALS

- A. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Comply with performance requirements of AWPAC20 (lumber) and AWPAC27 (plywood). Use Exterior Type or Interior Type A. Use fire-retardant-treatment formulations that do not bleed through or otherwise adversely affect finishes. Kiln-dry material after treatment.

- B. Fire-Retardant Particleboard: Panels made from softwood particles and fire-retardant chemicals mixed together at time of panel manufacture with flame-spread index of 25 or less and smoke-developed index of 25 or less per ASTM E 84.
- C. Fire-Retardant Fiberboard: ANSI A208.2 medium-density fiberboard panels made from softwood fibers, synthetic resins, and fire-retardant chemicals mixed together at time of panel manufacture with flame-spread index of 25 or less and smoke-developed index of 200 or less per ASTM E 84.

2.4 MISCELLANEOUS MATERIALS

- A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, fire-retardant-treated, kiln-dried to less than 15 percent moisture content.
- B. Adhesives, General: Do not use adhesives that contain urea formaldehyde.

2.5 FABRICATION

- A. General: Complete fabrication to maximum extent possible before shipment to Project site. Where necessary for fitting at site, provide allowance for scribing, trimming, and fitting.
 - 1. Interior Woodwork Grade: Premium.
 - 2. Shop cut openings to maximum extent possible. Sand edges of cutouts to remove splinters and burrs. Seal edges of openings in countertops with a coat of varnish.
 - 3. Install glass to comply with applicable requirements in Division 8 Section "Glazing" and in GANA's "Glazing Manual." For glass in wood frames, secure glass with removable stops.
- B. Interior Standing and Running Trim:
 - 1. For transparent-finished trim items wider than available lumber, use veneered construction. Do not glue for width.
 - 2. Backout or groove backs of flat trim members and kerf backs of other wide, flat members, except for members with ends exposed in finished work.
 - 3. Assemble casings in plant except where limitations of access to place of installation require field assembly.
- C. Fire-Rated Interior Frames and Jambs: Products fabricated from fire-retardant particleboard or fire-retardant medium-density fiberboard with veneered, exposed surfaces and listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to NFPA 252.
 - 1. Fire Rating: 20 minutes.
- D. Flush Wood Paneling and Wainscots:
 - 1. Lumber Trim and Edges: At fabricator's option, trim and edges indicated as solid wood (except moldings) may be either lumber or veneered construction compatible with grain and color of veneered panels.

2. Matching of Adjacent Veneer Leaves: Book match.
3. Veneer Matching within Panel Face: Running match.
4. Panel-Matching Method: No matching between panels is required. Select and arrange panels for similarity of grain pattern and color between adjacent panels.
5. Panel-Matching Method: In each separate area, use premanufactured sets used full width.
6. Fire-Retardant-Treated Paneling: Provide panels consisting of wood veneer and fire-retardant particleboard or fire-retardant medium-density fiberboard. Panels shall have flame-spread index of [75] [25] or less and smoke-developed index of 450 or less per ASTM E 84.

2.6 SHOP FINISHING

- A. Finish architectural woodwork at fabrication shop. Defer only final touchup, cleaning, and polishing until after installation.
- B. Backpriming: Apply one coat of sealer or primer, compatible with finish coats, to concealed surfaces of woodwork. Apply two coats to back of paneling.
- C. Transparent Finish:
 1. Grade: Premium.
 2. AWI Finish System: Acrylic lacquer.
 3. WI Finish System: 2, water-reducible acrylic lacquer.
 4. Staining: Match approved sample for color.
 5. Wash Coat for Stained Finish: Apply a wash-coat sealer to woodwork made from closed-grain wood before staining and finishing.
 6. Open-Grain Woods: After staining (if any), apply paste wood filler to open-grain woods and wipe off excess. Tint filler to match stained wood.
 7. Sheen: Satin, 31-45 gloss units measured on 60-degree gloss meter per ASTM D 523.
- D. Opaque Finish:
 1. Grade: Premium.
 2. AWI Finish System: Conversion varnish.
 3. WI Finish System: 3b., catalyzed vinyl lacquer.
 4. Color: As indicated by manufacturer's designations.
 5. Sheen: Satin, 31-45 gloss units measured on 60-degree gloss meter per ASTM D 523.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Before installation, condition woodwork to average prevailing humidity conditions in installation areas. Examine shop-fabricated work for completion and complete work as required, including removal of packing and backpriming.
- B. Grade: Install woodwork to comply with requirements for the same grade specified in Part 2 for fabrication of type of woodwork involved.

- C. Install woodwork level, plumb, true, and straight to a tolerance of 1/8 inch in 96 inches (3 mm in 2400 mm). Shim as required with concealed shims.
- D. Scribe and cut woodwork to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
- E. Anchor woodwork to anchors or blocking built in or directly attached to substrates. Secure with countersunk, concealed fasteners and blind nailing as required for complete installation. Use fine finishing nails or finishing screws for exposed fastening, countersunk and filled flush with woodwork and matching final finish if transparent finish is indicated.
- F. Standing and Running Trim: Install with minimum number of joints possible, using full-length pieces (from maximum length of lumber available) to greatest extent possible. Fill gaps, if any, between top of base and wall with plastic wood filler, sand smooth, and finish same as wood base if finished.
- G. Paneling: Anchor paneling to supporting substrate with concealed panel-hanger clips. Do not use face fastening, unless covered by trim.
- H. Railings: Install rails with no more than 1/8 inch in 96-inch (3 mm in 2400-mm) variation from a straight line.
 - 1. Wall Rails: Support rails on indicated metal brackets securely fastened to floor.

END OF SECTION
SECTION 06402

SECTION 09260

GYPSUM BOARD ASSEMBLIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide gypsum board assemblies:
 - 1. Interior walls and partitions with tape and joint compound finish.
 - 2. Metal stud framing systems to receive gypsum board.
 - 3. Insulation systems in gypsum board assemblies for sound attenuation.
 - 4. Installation of access panels in gypsum board assemblies.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.

1.3 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers, which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Tolerances: Not more than 1/16-inch difference in true plane at joints between adjacent boards before finishing. After finishing, joints shall be not be visible. Not more than 1/8 inch in 10 feet deviation from true plane, plumb, level and proper relation to adjacent surfaces in finished work.
- C. Fire Resistance for Fire-Rated Assemblies: ASTM E 119.
- D. Mock-Ups: Provide mock-up as required to demonstrate quality of workmanship and level of finish.
- E. Performance: Fire, structural, and seismic performance meeting requirements of building code and local authorities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Manufacturers of Gypsum Board: Georgia-Pacific Corp., LaFarge North America, National Gypsum Co., United States Gypsum Co., or approved equal.
- B. Manufacturers of Steel Framing and Furring: Dale Incor, Dietrich Industries, Marino Ware, National Gypsum Co., Unimast, or approved equal.
- C. Manufacturers of Grid and Suspension Systems: Armstrong World Industries, Chicago Metallic, United States Gypsum Co., or approved equal.
- D. Gypsum Board:
 - 1. Gypsum Wallboard for Tape and Joint Compound Finish: ASTM C 36, regular, moisture-resistant, foil-backed, and fire-rated types as required:
 - a. Typical Thickness: 5/8 inch.
 - 2. Joint Treatment: ASTM C 475 and ASTM C 840, 3-coat system, paper or fiberglass tape.

- E. Trim Accessories:
 - 1. Material: Metal or plastic trim.
 - 2. Types: Cornerbead, edge trim, and control joints.
- F. Steel Framing for Walls and Partitions:
 - 1. Steel Studs and Runners: ASTM C 645 [ASTM A 653, G60, hot-dip galvanized] [Manufacturer's standard corrosion-resistant zinc] coating.
 - a. Thickness: 20 gauge (.0329 inch).
 - b. Typical Depth: 4 inch.
- G. Glass-Reinforced Gypsum Fabrications:
 - 1. Fabrications: ASTM C 1355
 - 2. Embedments: Cold-rolled steel channels with ASTM A 653, G60 hot-dip galvanized coating.
 - 3. Glass Fibers: ASTM D 578, Type E glass.
 - 4. Finish: Surface suitable for paint finish.
- H. Auxiliary Materials:
 - 1. Gypsum board screws, ASTM C 1002.
 - 2. Fastening adhesive.
 - 3. Concealed acoustical sealant.
 - 4. Mineral fiber sound attenuation blankets.
 - 5. Acoustical Finish.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Steel Framing: Install steel framing in compliance with ASTM C 754. Install with tolerances necessary to produce substrate for gypsum board assemblies with tolerances specified. Include blocking for items such as railings, grab bars, casework, toilet accessories and similar items.
- B. Install gypsum board for tape and 3-coat joint compound finish in compliance with ASTM C 840 and GA 216, Recommended Specifications for the Application and Finishing of Gypsum Board. Install gypsum board assemblies true, plumb, level and in proper relation to adjacent surfaces.
- C. Install gypsum board for veneer plaster finish in compliance with ASTM C 844. Install gypsum board assemblies true, plumb, level and in proper relation to adjacent surfaces.
- D. Provide fire-rated systems where indicated and where required by authorities having jurisdiction.
- E. Install boards vertically. Do not allow butt-to-butt joints and joints that do not fall over framing members.
- F. Where new partitions meet existing construction, remove existing cornerbeads to provide a smooth transition.
- G. Provide insulation full height and thickness in partitions at conference rooms, between different occupancies, and where required.
- H. Provide acoustical sealant at both faces at top and bottom runner tracks, wall perimeters, openings, expansion and control joints.

- I. Install trim in strict compliance with manufacturer's instructions and recommendations.
- J. Repair surface defects. Leave ready for finish painting or wall treatment.

END OF SECTION

SECTION 09260

SECTION 09680

CARPET

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Furnishing and installing carpet materials and accessories.

B. Related Sections:

1. Resilient Base: Elsewhere in Division 9.

1.02 SUBMITTALS

A. All submittals shall conform to the requirements of Specification Section 01300

"Submittals".

B. All substitution submittals shall conform to the requirements of .Specification Section 01600 "Product Requirements".

C. Product Data: Submit technical data for each distinct type of carpeting material and accessory indicated.

1. - Include information which specifically details physical properties and performance characteristics.
2. Include information which details installation methods for substrates indicated.

D. Initial Samples: Submit manufacturer's color selection samples for carpet products required, including all available colors and patterns (manufacturer's full product line).

E. Verification Samples: Submit the following to serve as standards for judging the completed work:

1. Carpet: For each distinct color, pattern, or type indicated, submit sample 18 inches square which has been prepared from actual carpet to be installed.
2. Edging accessories: For each distinct edging accessory which will remain exposed after installation, submit sample 12 inches long.

F. Certificate: Submit manufacturer's certification that materials furnished comply with requirements indicated. Include official results from independent testing agency which establish that materials meet or exceed test requirements indicated.

G. Warranty:

1. Submit manufacturer's sample copies warranties for review prior to approval.
2. Submit originals and copies signed by an official of the manufacturer after installation is complete.

1.03 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Firm regularly engaged in manufacture of products specified in this section, whose products have been in satisfactory use, under similar service conditions, for not less than 10 years,
- B. Installer's Qualifications: Firm regularly engaged in installation of products specified in this section, with a minimum of 5 years of experience.
- C. Single Source Responsibility: Obtain all of each distinct material required from a single manufacturer.
- D. Fire Performance: Provide carpet capable of meeting the following requirements when tested in accordance with methods indicated, by UL (Underwriters Laboratories Inc.) or other independent testing agency acceptable to governing authorities.
 - 1. Methenamine pill test (ASTM D 2859): Passes DOC FF # 1-70.
 - 2. Average critical radiant flux (ASTM E 648/NFPA 253): Minimum 0.45 watt per square centimeter.
 - 3. Smoke density with flame (ASTM E 662): Less than 450.
 - 4. Smoke density without flame (ASTM E 662): Less than 450.
 - 5. Static propensity: Under 3.5 KV (AATCC-134).
- E. Manufacturers Lifetime Installation Warranty
 - 1. The installation of the carpet must be guaranteed by the manufacturer of the carpet. All installation procedures recommended by the manufacturer will be followed and only materials supplied by the manufacturer will be used in order to coordinate with warranties offered by the manufacturer.
 - 2. Installation must be performed by the installer that is pre-approved in writing by the manufacturer. The agreement between the manufacturer and the installation company must specifically address all installation procedures in order to coordinate with warranties offered by the manufacturer.
 - 3. The manufacturer must agree to provide on-site supervision during the start up phase of the carpet installation and supply written documentation of the locations within the project that were supervised by the manufacturer.
 - 4. The manufacturer of the carpet must provide written documentation that a fully established reclamation program is in place and show proof that the mechanics of the reclamation program are in effect at the time of bid.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Take measures as required to ensure materials are not damaged or deformed. Store products in flat position in properly ventilated, dry space. Use suitable means to prevent materials from lying in direct contact with the ground.
- B. Allow carpet to reach room temperature or minimum temperature recommended by manufacturer before installation.

1.05 SEQUENCING AND SCHEDULING

- A. Coordinate work of this section with other work to ensure that installed carpeting materials are not damaged or soiled.

1.06 WARRANTY

- A. Manufacturer's Warranties:
 - 1. Submit a written warranty signed by the manufacturer guaranteeing to correct failures in carpeting which occur within 15 years after substantial completion, without reducing or otherwise limiting any other rights to correction which owner may have under the contract documents. Failures are defined to include faulty materials. Correction shall include removal and replacement labor charges.
 - 2. Manufacturer's standard warranty for the life of the carpet and as follows:
 - a. Edge Ravel Warranty.
 - b. Zippering Warranty.
 - c. Lifetime Wear Warranty
 - d. Delamination Warranty.
 - e. Tuft Bind Warranty.
 - f. Static Protection Warranty
 - 3. Manufacturers Lifetime Installation Warranty
- B. Special Project Warranty:
 - 1. Submit a written warranty signed by Contractor and Installer, agreeing to repair or replace defective materials and workmanship of carpeting work during 2-year warranty period which starts at substantial completion, without any cost to Owner; and agreeing to repair or replace other defects beyond.

1.07 MAINTENANCE

- A. Maintenance Instructions: Submit manufacturer's instructions for maintaining appearance and condition of installed products. Include information on cleaning materials which could damage carpet.
- B. Extra Materials: At time of completing installation, deliver stock of maintenance materials to the Owner. Furnish products matching those actually installed, packaged for storage and clearly labeled.
 - 1. Carpet: 2 percent of each variety installed.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Carpet:
 - 1. Location: As specified on the drawings.

2. Manufacturer: Karastan Bigelow Commercial Carpet.
3. Product name: "Basis of Design": "Regents Row, Tuscany Fields, Forged Fiber, Cool Serenade, Humble Luxe, or equivalent.
4. Color/texture/pattern: To be selected by Architect / Owner from manufacturer's full line of all available colors and textures.
 - a. The Architect reserves the right to use an unlimited amount of colors to provide for different colors in different rooms, and multiple colors (up to three) in each individual spaces/rooms, at no cost to the Owner. The Architect will provide color selections at return of submittals for this section, after award of contract.
5. Pile fiber: 100% Antron Legacy BCF Nylon w/permanent static control and soil resistant fiber antimicrobial treatment (DURA Tech Patented Soil Release).
6. Carpet construction: Woven
7. Pile Weight as woven: 34.5 ounces per square yard.
8. Total Weight: 68.16 ounces per square yard.
9. Total Thickness: .312
10. Backing Materials:
 - a. Warp: Synthetic
 - b. Filling: Synthetic
 - c. Stuffer: Synthetic
11. Density: 6,469
12. Weight Density: 223,180.5
13. IAQ Certification: 13816878
14. Yarn Ply: 8 Ply Equivalent
15. Dye method: Yarn.
16. Permanent DuPont Static Control Fiber. Static electricity generation (AATCC 134): 3.5 k.v. or less. Below normal human sensitivity under standard test conditions; 70 degrees F., 20% R.H.
17. Installation method: Direct glue-down.
18. Roll width: 12 feet.
19. Pile height: Not to exceed .5 inches.

- B. Substitutions: Comparable products from other manufacturers will be considered for equivalent substitutions.

2.02 ACCESSORIES

- A. Vinyl or Rubber Edge Guard: Minimum width of anchorage flange 2 inches, size and shape indicated, colors selected by the Architect / Owner from manufacturer's full product line.
- B. Installation Adhesive: Carpet manufacturer's recommended water-resistant adhesive manufactured for use with type of carpet and substrates indicated, and complying with fire performance requirements indicated for carpet.
- C. Provide additional accessories recommended by carpet manufacturer for installation indicated.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. General: Verify that substrates are completely dry, free of harmful substances, and in satisfactory condition to receive carpeting materials.
- B. Notify the architect in writing of unsatisfactory conditions. Do not begin installation until these conditions have been satisfactorily corrected.
- C. Commencement of installation work shall constitute acceptance of conditions. Any necessary

remedial work required to correct any unsatisfactory conditions, found after the start of installation, will be provided at no cost to the Owner.

- D. Perform moisture and acidity tests on concrete surfaces where recommended by carpet manufacturer.

3.02 PREPARATION

- A. General: Follow carpet manufacturer's recommendations to ensure that each substrate is properly prepared to receive carpeting. Fill all cracks, gaps, and depressions using carpet manufacturer's recommended materials and methods.
 - 1. Glue-down installation: Maximum variation in substrate 1/8 inch in 10 feet.
- B. Level off all high spots or ridges to prevent excessive carpet wear.
- C. Determine whether substrates are susceptible to dusting. Apply sealer where required to prevent formation of dust.
- D. Vacuum-clean surfaces thoroughly, just prior to beginning installation.
- E. Maintain floor temperature and relative humidity at levels and for periods recommended by carpet manufacturer before, during, and after installation.
- F. Do not install carpet over concrete with either excessive moisture or dust producing surface which is not adequately sealed.
- G. Concrete must be checked for excessive moisture content or hydro-static moisture content. Excessive moisture is defined as no more than 5.0 lbs. Per 1000 square feet in 24 hours.
- H. Concrete should be checked for acidity/alkalinity and should test in the 6.0 to 8.0 range.

3.03 INSTALLATION

- A. Maintain temperature of 65 degrees F for a 48 hour period prior to installation.
- B. Perform installation in accordance with manufacturer's instructions, except where more stringent requirements are shown or specified, and except where project conditions require extra precautions or provisions to ensure satisfactory performance of the work.
- C. Provide carpeting which stretches tightly over substrate, is uniformly smooth, flat, and free of bulges.
- D. Install materials in a manner which will maximize continuity within carpeted areas. Continue carpeting into recessed spaces such as closets, and underneath obstacles with open bases.
- E. Follow manufacturer's instructions for cutting the carpet, using tools designed for type of carpet being installed.
- F. Butt edges together with proper pressure to produce tightest joint possible without distortion.
- G. Glue-down Installation:
 - 1. Maximize consistency of carpet appearance, particularly in terms of lay of pile

- and carpet direction. Follow carpet manufacturer's recommendations for placement of seams.
2. Door openings: Orient carpet seam perpendicular to traffic direction. Doorway seam must be located directly underneath door (when door is in closed position).
 3. Cut edges: Securely bind carpet edges not covered by edge guards or similar installation accessories.
 4. Edge guards: Install at exposed carpet edges unless indicated otherwise. Provide secure attachment to substrate.
 5. Pre-fitting: Before applying adhesive to substrate, pre-fit carpet in areas where it is to be installed. Where cutting is necessary, provide properly prepared, straight, and un-frayed edges. Apply seaming cement to edges which will form butted seams,
 - a. Seams in carpet shall be invisible to the eye.
 - b. Seams to be straight single line not a "Zig-Zag" or "Serpentine".
 6. Installation adhesive: Using trowel of carpet manufacturer's recommended notch size, apply even layer of adhesive.
 7. Placement: Install pre-fitted carpet. Butt edges snugly at seams and against vertical obstructions.
 8. Rolling: Lightly roll carpet as recommended by carpet manufacturer.
 9. Immediately remove any adhesive from surface of carpet using method which will not damage carpet.

3.04 CLEANING

- A. Remove carpet scraps which are not usable. Comply with owner's instructions for final dispensing of usable scraps. Use commercial-quality vacuum cleaner to thoroughly clean installed carpeting. Eliminate stains. Contractor shall pay for and replace carpet from which stains cannot be eliminated using carpet manufacturers recommended products and methods. Trim loose yarns where required.

3.05 PROTECTION

- A. Protect installed products.
 1. Do not cover glued-down installation with moisture barrier such as plastic film. Protect installation with a non-staining building paper.
 2. Do not wet-clean any glued-down carpet until installation has been completed for 60 days.

END OF SECTION
SECTION 09680

SECTION 09910

PAINTING

PART 1 - GENERAL

1.1 SUMMARY

A. Provide the following:

1. Painting and surface preparation for interior unfinished surfaces as scheduled.
2. Repainting and surface preparation at areas of remodeling.

1.2 SUBMITTALS

A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.

B. Samples: Submit two representative samples of each material specified indicating visual characteristics and finish. Include range samples if variation of finish is anticipated.

1. Include manufacturer's full range of color and finish options if additional selection is required.

C. Extra Stock: Submit 2 unopened gallons of each paint and color used in the project.

1.3 QUALITY ASSURANCE

A. Comply with governing codes and regulations. Provide products of acceptable manufacturers, which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

B. Regulations: Compliance with VOC and environmental regulations.

C. Mock-Ups: Provide mock-up as required to demonstrate quality of workmanship.

1. Provide 4 foot x 4 foot mock-ups of each type of surface.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Manufacturers of Regular Paints: ICI Devco Coatings, Benjamin Moore, Sherwin Williams or approved equal.

B. Manufacturers of Multicolor Coatings: Polomyx, Zolatone or approved equal.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Inspect surfaces, report unsatisfactory conditions in writing; beginning work means acceptance of substrate.

B. Comply with manufacturer's instructions and recommendations for preparation, priming and coating work. Coordinate with work of other sections.

- C. At existing areas to be repainted, remove blistered or peeling paint to sound substrates. Remove chalk deposits and mildew and wash all surfaces with mild detergent. Perform related minor preparation including caulk and glazing compounds. Spot prime bare areas before priming and painting as specified.
- D. Match approved mock-ups for color, texture, and pattern. Re-coat or remove and replace work which does not match or shows loss of adhesion. Clean up, touch up and protect work.

3.2 PAINT SCHEDULE

A. Gypsum Drywall Walls:

- 1. Gloss:
 - a. Flat
 - b. Semi
 - c. High
- 2. System:
 - a. 1 coat latex primer
 - b. 1 coat latex finish
 - c. 2 coats latex finish
 - d. 1 coat alkyd finish
 - e. 2 coats alkyd finish

B. Gypsum Drywall Walls, Multicolor Finish:

- 1. System:
 - a. 1 coat latex primer
 - b. 1 coat spray applied multicolor finish

C. Ferrous Metals:

- 1. Gloss:
 - a. Flat
 - b. Semi
 - c. High
- 2. System:
 - a. 1 coat rust-inhibiting primer
 - b. 1 coat latex enamel
 - c. 2 coats latex enamel
 - d. 1 coat alkyd enamel
 - e. 2 coats alkyd enamel

END OF SECTION

SECTION 09910

SECTION 16120

CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide wires, cables, and connectors for lighting, wall thermostats control and related systems rated 600 volts and less.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
- B. Shop Drawings: Submit shop drawings indicating material characteristics, details of construction, connections, and relationship with adjacent construction.

1.3 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers, which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Compliance: National Electrical Code; UL 4, 83, 486A, 486B, 854; NEMA/ICEA WC-5, WC-7, WC-8; IEEE 82.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Wire Components:
 - 1. Conductors for Power and Lighting Circuits: Solid conductors for No. 10 AWG and smaller; stranded conductors for No. 8 AWG and larger.
 - 2. Insulation: THHN/THWN for conductors size 500MCM and larger and No. 8 AWG and smaller; THW, THHN/THWN or XHHW insulation for other sizes based on location.
 - 3. Jackets: Factory-applied nylon or PVC.
 - 4. Conductor Material: Copper.
- B. Connectors: UL listed solderless metal connectors with appropriate temperature ratings.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials in proper relation with adjacent construction and with uniform appearance for exposed work. Coordinate with work of other sections. Comply with applicable regulations and code requirements. Provide proper clearances for servicing.
- B. Maintain indicated fire ratings of walls, partitions, ceilings and floors at penetrations. Seal with firestopping to maintain fire rating.
- C. Clearly label and tag all components.

- D. Test and balance all systems for proper operation.
- E. Restore damaged finishes. Clean and protect work from damage.
- F. Instruct Owner's personnel in proper operation of systems.

END OF SECTION

SECTION 16120

SECTION 16140

WIRING DEVICES

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide wiring devices for wall switches, wall receptacles and data ports, along with all electrical work.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
- B. Shop Drawings: Submit shop drawings indicating material characteristics, details of construction, connections, and relationship with adjacent construction.

1.3 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers, which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Compliance: National Electrical Code, NEMA WD 1, UL.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Wiring Devices and Components:
 - 1. Receptacles: UL 498 and NEMA WD 1.
 - 2. Ground-Fault Interrupter (GFI) Receptacles: Feed-thru type ground-fault circuit interrupter with integral duplex receptacles.
 - 3. Isolated Ground Receptacles: Listed and labeled, equipment grounding contacts integral to receptacle construction.
 - 4. Snap Switches: UL 20 and NEMA WD 1, AC switches.
 - 5. Wall Plates: Single and combination types, steel plate with baked-on finish.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials in proper relation with adjacent construction and with uniform appearance for exposed work. Coordinate with work of other sections. Comply with applicable regulations and code requirements. Provide proper clearances for servicing.
- B. Maintain indicated fire ratings of walls, partitions, ceilings and floors at penetrations. Seal with firestopping to maintain fire rating.
- C. Clearly label and tag all components.

- D. Test and balance all systems for proper operation.
- E. Restore damaged finishes. Clean and protect work from damage.
- F. Instruct Owner's personnel in proper operation of systems.

END OF SECTION

SECTION 16140

Proposal for:

Central Avenue School Facade Restoration Proposal



Central Avenue School
50 Central Avenue
Madison, New Jersey



Submitted by:

Weatherproofing Technologies, Incorporated.

A Subsidiary of Tremco Incorporated.

**3735 Green Road
Beachwood, OH 44122**

September 30th, 2019

AEPA Contract #: IFB #017-F

Proposal # 5039215



Building Life. Managed.
www.tremcoroofing.com

TREMCO



September 30th, 2019

Mr. Mike Zulla
Madison Board of Education
359 Woodland Road
Madison, NJ

RE: **Central Avenue School Facade Restoration**
K-12 Schools

Dear Mr. Zulla,

Weatherproofing Technologies, Inc. (WTI), a subsidiary of Tremco, is pleased to submit to Madison Board of Education (CLIENT) this proposal for Central Avenue School Facade Restoration located in Madison, New Jersey. We look forward to the opportunity of working with you on this project.



Central Avenue School
Madison, New Jersey



BASE SCOPE OF WORK-

MOBILIZATION/DEMOBILIZATION

For setting up all necessary protection and facilities required by State laws and City Ordinances, and the general mobilization and demobilization of equipment required for completion of the work as per Contract Documents and in accordance with material manufacturers recommendations.

Scope of Work Location

EMERGENCY REPAIRS

- Concrete beam below 2nd floor windows at Center wall section of the front of the building
- Remove damaged deteriorated and/or unbonded masonry back to a sound substrate
Install temporary forms
- Install necessary stainless-steel anchors.
- Rebuild the prepared sections using a BASF I 060 repair mortars or equal. Finish all sections to match original contours.
- Re-coat repaired areas to match surrounding surfaces.
- Inspect other wall areas and remove loose or dislodged portions to eliminate the potential hazard.
- These areas will be painted over but not rebuilt. Provide a scissor lift to access the work areas.

LONG TERM REPAIRS

1. Center wall section of the front of the building from inverted corner to inverted corner, East elevation from the copings down to grade this wall section is approximately 50 ft. wide.
 - Repair damage concrete beam below the 2nd floor windows.
 - Remove damaged, deteriorated, and/or unbonded masonry back to a sound substrate. Install temporary forms.
 - Install necessary stainless-steel anchors.
 - Rebuild the prepared sections using a BASF I060 repair mortar or equal.
 - Finish all sections to match the original contours.
 - repair all other areas within the work areas in the same manner.
 - High pressure power-wash all exposed masonry.



- Cut out and seal with a Tremco sealant all open or existing fractures in the wall surfaces.
 - Install new sealant at all window perimeters masonry to window frames. Apply two coats of Tremco solar guard a decorative waterproof coating. A boom and/or scissor lift will be provided to access the work areas.
2. Main chimney from the top of the chimney down to grade and/or adjoining roof levels, at all four sides of the chimney.
- Provide 85 ft boom to access 3 sides of the chimney.
 - Provide and install pipe scaffolding at the roof level to access the inside if the chimney install wire lath and Stucco at the top portion of the chimney from the base of the metal cap down to the top of the 151 raised ban, at all four sides of the chimney.
 - Saw cut a rig let at the base of the cement chimney cap.
 - install a stainless-steel drip cap over the new Stucco.
 - install sealant along the top of the new stainless-steel cap.
 - inspect the remaining chimney surfaces, repair as necessary with BASF 1060 repair mortars.
 - Cut out and seal with Tremco sealant all wall fractures.
 - High pressure power-wash all surfaces to prepare for the coating application to follow. Apply two coats of Tremco Solar Guard to all exposed chimney surfaces.
3. North elevation rising wall which is a continuation of the front wall which extends from the North East corner to the North West corner of the wall.
- Repair the damaged top corners as described in #1 and repair the remaining walls as described in #1.
 - Seal open or existing wall fractures high pressure power wash and coat all wall surfaces with the Tremco Solar guard coating.
4. South elevation rising wall which a continuation of the front wall, which extends from the South East corner of the wall to the South West corner of the wall.
- Perform all work operations as described in #3.
 - The leaders and leader heads at this South elevation rising wall will be replaced with new prefabricated aluminum leaders and leader heads, the leaders and the leader heads will be secured to the wall surfaces and sealed to the connecting wall.
5. Brick chimney in the courtyard will be repaired from the top of the chimney down to grade and/or adjoining roof levels at all four sides of the chimney.



- Pipe scaffolding will be installed from ground level up to the top of the chimney at all four elevations or swing stage scaffolding will be used at the high side of the chimney. high pressure power-wash all chimney surfaces.
- Repoint open or missing mortar joints, repointing not to exceed 5% of the chimney surfaces. Replace cracked or deteriorated bricks, brick replacement not to exceed 20 bricks.
- Fabricate and install stainless-steel extension which will be installed up under the existing chimney cap perimeter. Secure to the existing masonry cap.
- New stainless steel will extend a minimum down over the existing concrete cap.
- Remove all equipment.

Miscellaneous Work & General Conditions:

Item includes work required to complete the scope of work as outlined. This includes but is not limited to incidentals, general conditions, daily cleanup, permits, barricades & temporary signage to isolate work areas from the public, etc.

Long Term Repair Scopes include WTI Supervision which includes the following provided by WTI. A project superintendent will be provided for the duration of the project. This individual will be responsible for safety, jobsite activities and communication daily with the site contact and the contractor. The superintendent will prepare daily progress reports and provide photo documentation of the project. Weekly progress meeting will be held by the superintendent with all local parties to review job progress, safety and other activities.

- Jobsite Safety
 - Coordinate with Facility Safety Requirements
 - Safety plan
 - Responsible for subcontractor safety
 - Daily Safety Inspection of contractor.
 - Daily Safety WTI (Safety Net mobile device Electronic Reports).
- Assisting in preliminary planning relative to construction
- Quality assurance
 - Daily quality control.
- Liaison with authorities having jurisdiction



- Schedule/Coordinate Permit Inspections
- Project organization and administration
- Scheduling
- Site construction oversight
- Coordination with Facility Contacts
- Schedule/Coordinate Facility access
- Provides a Construction Superintendent on site to the project until closeout.
- Prepare and implement mobilization plan.
- Daily reports / communication and correspondence.
- Technical review and support for the project submittal and RFI approval.
- Attends progress meetings, reviews change order requests.
- Daily project support.
- We report issues to the customer.
- Jobsite construction oversight

PROJECT SPECIFIC QUALIFICATIONS

1. Each scope item/ price is based on:
 - A. One Mobilization per scope item.
 - B. Having access to the entire scope item work area during the mobilization.
2. This work will create construction noise and dust.
3. Duration if all work items are selected: 35 Working Days.
4. Inspections/punch lists and their approvals will be made by the WTI Superintendent.
5. Water and electricity sources to be provided by the owner.

QUALIFICATIONS

1. Includes one mobilization for each scope. Additional mobilizations will result in additional charges.
2. A mockup will be performed and shall be approved by the customer in writing prior to beginning the work.
3. Written approval of color selections by the customer are required before any materials will be ordered and before scheduling of work.



4. Permits included.
5. Power lines in or near work areas shall be covered/protected by owner.
6. Prior to work we require the disclosure of any existing 'micro-wave' communication panels or other telecommunication equipment, antennas, panels, etc. located in our potential work area.
7. Contractor shall not be held liable for the presence of fungi or bacteria.
8. Contractor will provide its' standard 2-year labor warranty and manufactures' standard 2-year material warranty upon completion of work.
9. Our proposal supports OSHA's 29 CFR 1926.1153 Respirable Crystalline Silica Standard.

PROPOSED SCHEDULE & FEES

We will dedicate required manpower/resources and Supervision to perform our services on a timely and responsive basis. For the proposed Scope of Work and we estimate the following work-days and total fees in the amount of: 50% of planned working days for each project.

NOTE: *Field work cannot be completed during inclement weather.*

Central Avenue School Facade Restoration --

EMERGENCY REPAIRS:

1. Concrete beam below 2nd floor windows: Total \$12,365.59

LONG TERM REPAIR OPTIONS:

1. Center wall section of the front of the building from inverted corner to inverted corner: Total \$99,669.97
2. Main chimney: Total \$51,051.73
3. North elevation rising wall: Total \$33,481.31
4. South elevation rising wall: Total \$36,092.00
5. Brick chimney in the courtyard: Total \$29,668.87



We have included in the project costs all labor, materials, equipment and incidentals to complete the work as outlined including construction management, profit and overhead.

This proposal is valid for sixty (60) days and does not include taxes.

Services requested beyond the above scope of work shall be considered additional services. Separate or multiple cost opinions, if requested, shall be prepared at additional cost.

This Proposal is an offer by WTI to provide the Scope of Work set forth above to the customer on the terms and conditions set forth herein and in WTI's standard terms and conditions (a copy of which may be obtained at <http://www.tremcoroofing.com/files/share/terms/TandCWTI.pdf>), which are hereby incorporated by reference (together, the "Terms and Conditions"). The Terms and Conditions will govern the Work to the exclusion of any other or different terms, including in any customer purchase order, unless otherwise expressly agreed in writing pursuant to a Master Agreement or similar contract with Customer signed by an authorized representative of WTI. Upon receipt of acceptance, WTI will process your order and promptly to begin the Scope of Work. Any Performance and Payment Bonds issued for associated repair work are limited to performance of the repairs and one year warranty on such repairs. Bonds, if issued, do not apply to the TremCare extended service agreement.

We appreciate the opportunity of being considered for these services. Should you have any questions about our proposal, please let us know.

Very Truly Yours,
WEATHERPROOFING TECHNOLOGIES, INC.

John Slusar
Commercial Construction Manager

A handwritten signature in black ink, appearing to read "John Slusar", written over a horizontal line.

Copy: Kyle Sweppenhiser, Tremco
Doug Timmer, WTI

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF 2 PAGES

TO OWNER:
Madison Board of Education
359 Woodland Rd
Madison NJ 07940

PROJECT:
Toilet Room Construction at Madison Borough Schools

APPLICATION #: 5
PERIOD TO: 10/01/19
PROJECT NOS:
CONTRACT DATE: 04/19/19

VIA ARCHITECT:
Gianforaro Architects
555 Main St
Chester NJ 07930

☒ Owner
☒ Const. Mgr
☒ Architect
☐ Contractor

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT
Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM-----

\$ 435,200.00

2. Net change by Change Orders-----

\$ -450.00

3. CONTRACT SUM TO DATE (Line 1 +/- 2)

\$ 434,750.00

4. TOTAL COMPLETED & STORED TO DATE-\$

\$ 434,750.00

(Column G on Continuation Sheet)

5. RETAINAGE:

a. of Completed Work

\$

(Columns D+E on Continuation Sheet)

b. of Stored Material

\$

(Column F on Continuation Sheet)

Total Retainage (Line 5a + 5b or

Total in Column 1 of Continuation Sheet-----

\$ 434,750.00

6. TOTAL EARNED LESS RETAINAGE-----

\$ 434,750.00

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)-----

\$ 408,262.50

8. CURRENT PAYMENT DUE-----

\$ 26,487.50

9. BALANCE TO FINISH, INCLUDING RETAINAGE

\$

(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$19,550.00	-\$20,000.00
Total approved this Month		
TOTALS	\$19,550.00	-\$20,000.00
NET CHANGES by Change Order		-\$450.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR: BGD Contracting

By: Filip Nikolic Date: 10/17/19

State of: New Jersey
County of: Hudson
Subscribed and sworn to before me this 17 day of OCT

Notary Public:

My Commission expires:

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

\$ 26,487.50

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: Date: 12/31/19

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.



Epic Management, Inc.

Invoice No. 7

J#10-19011

November 30, 2019

Madison Public Schools

359 Woodland Road

Madison, New Jersey 07940

Attn: Michael Zulla, Director of Buildings & Grounds

Madison Board Of Education

Construction Phase

Services for the Period of November 1, 2019 through November 30, 2019

PreCon & Construction Phase

Total Completed to date: \$121,559.00

Total Completed to date: \$121,559.00

Previous Billings \$111,112.00

Total Due this Invoice \$10,447.00



TRANSMITTAL

To: Madison Public Schools
359 Woodland Road
Madison, New Jersey 07940

Date: November 30, 2019

Subject: Madison BOE

Attn: Michael Zulla
Director Of Buildings & Grounds

Our File: J#10-19011

We are sending you ___ under separate cover
___ herewith

For your ___ approval
___ signature
___ correction
___ information
___ coordination
___ processing

No.Copies	Item
1	Invoice #7 for Construction Phase Period of November 1, 2019 through November 30, 2019

If you do not receive the items indicated, please advise the undersigned immediately.

Remarks:

Copies to:

No. Copies

sent by ___ messenger
___ receivers's messenger
___ ups/mail
___ express
___ fax

Very truly yours,

Trina Williams - Billing



The Board of Education authorizes the establishment of a student activity account for funds derived from events and activities of pupil organizations and to account for the accumulation of money to pay for pupil group activities. The Board of Education may establish individual student activity accounts within a student activity account by Board resolution.

Student activity funds are maintained under the jurisdiction of the Board of Education and are under the supervision of the School Business Administrator/Board Secretary.

In accordance with the provisions of N.J.A.C. 6A:23A-16.12(a), the School Business Administrator/Board Secretary designates the Principal to administer the student activity account in each school building.

Funds collected for a student activity shall be turned into the Principal and deposited in the bank within twenty-four hours or the next school day after collection. Student activity funds shall be maintained in a secured and locked location prior to being deposited in the bank.

The student activity funds shall be maintained in an interest-bearing bank account separate from all other Board of Education funds and shall be classified by school in the event only a single student activity account is established for all schools in the district. The interest earned shall be disbursed to each individual student activity fund in proportion to the balances on deposit for each activity.

All student activity fund receipts shall be detailed and recorded by the individual student activity showing the date, source, purpose, and amount. The administrator of the student activity account shall provide a written receipt to the individual student activity advisor or coordinator when any student activity funds are turned in for deposit. A copy of these written receipts shall be maintained by the administrator of the student activity account and shall be traceable to the actual receipts or groups of receipts. All bank deposits shall agree with the copies of the written receipts for all deposits.

All requests for disbursements from the student activity account shall be submitted to the school's administrator of the student activity account and must be supported by a claim, bill, invoice, or written order. All disbursements from the student activity account shall be recorded chronologically by school and individual student activity showing date, vendor, check number, purpose, and amount. All disbursements shall be made by check requiring at least two signatures as authorized and approved by Board of Education resolution.

The student activity account shall be reconciled with the student activity bank account on a monthly basis and if the School Business Administrator designated an administrator of a student activity account, a copy of the reconciliation shall be submitted to the School Business Administrator/Board Secretary for review and approval. The bank account reconciliation shall be completed in accordance with the procedures and requirements established by the School Business Administrator/Board Secretary. Copies of canceled

checks, bank statements, and bank account reconciliations shall be retained for examination by the licensed public school accountant as part of the annual audit required under N.J.S.A. 18A:23-1 et seq. and stated in N.J.A.C. 6A:23A-16.2(i).

Borrowing funds from any student activity account is prohibited. In addition, the Board of Education shall not be responsible for the protection of and the accounting for funds collected by any teacher or pupil for an outside school organization. In addition, the Board of Education shall not approve such funds for deposit in a student activity account.

Any funds accumulated in an individual student activity account that are unexpended or unallocated for use shall revert to the "Principal's Beautification Fund." The Board of Education will review activity (account disbursements and balances) on a quarterly basis. The Board reserves the right to transfer, by Board resolution, unused funds to the district general fund to appropriate for other uses.

N.J.S.A. 18A:19-14; 18A:23-2
N.J.A.C. 6A:23A-16.12

Adopted: 26 August 2014



Design Resources Group Architects, AIA, Inc.

Main Office | 200 Franklin Square Drive, Suite 402, Somerset, NJ 08873 | T: 732 560 7900 | F: 732 560 7910

New York | 31-00 47th Avenue, Suite 3100B, Long Island City, NY 11101 | T: 929 297 0123

Pennsylvania | PO Box 1309, Doylestown, PA 18901 | T: 201 213 3859

Principals

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NY Lic 037479-1

Phillip J. Cacossa
PE, LEED AP
NJ Lic 24GE03704900
PA Lic PE056000E
NY Lic 079633-1

www.drgaia.com

December 12, 2019
Madison Board of Education
359 Woodland Road
Madison, NJ 07940

Attn: Mike Zulla
Re: Athletic Facility Alterations / Renovations
at the:

Madison High School
170 Ridgedale Avenue
Madison, NJ 07940
NJDOE: #27-2870-050-19-1000

CMG of Easton, Inc. – Payment Application #6

DRG 1826

Dear Mr. Zulla,

Please find the attached application for Payment Application #6 which was certified on December 12, 2019.

The total purchased, delivered, and installed to date is \$2,556,921.66

The balance to finish (Including retainage) \$140,058.65

which constitutes approximate completion of 96% of the project.

Prior to all payments, please make sure you receive and have your attorney review:

**Certified Payroll
Manning Reports
Affirmative Action
Release of liens from all subs**

If you have any questions or need any additional information to expedite payment, please call.

Sincerely,

Patrick S. Seiwel
Design Resources Group, Architects, AIA, Inc.
Principal, Vice President
cc:

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

To Owner: Madison Board of Education
359 Woodland Road
Madison, NJ 07940

From: CMG of Easton, Inc.
1280 Cedarville Road
Easton, PA 18042

PROJECT: Madison HS Athletic Facility
Renovations

APPLICATION NO: 6

Distribution to:

PERIOD TO: 11/30/2019

☒ OWNER
☒ CONSTRUCTION

CONTRACT DATE: June 2019

☒ ARCHITECT
☐ CONTRACTOR

PURCHASE ORDER # 903310

CONTRACT FOR: General Construction

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	2,459,000.00
2. Net change by Change Orders	\$	186,841.45
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	2,645,841.45
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	2,556,921.66
5. RETAINAGE:		
a. 2 % of Completed Work (Column D + E on G703)	\$	51,138.43
b. 2 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	51,138.43
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 I total)	\$	2,505,783.23
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	2,364,472.58
8. CURRENT PAYMENT DUE	\$	141,310.65
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	140,058.22

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$186,841.45	\$0.00
Total approved this Month		\$0.00	\$0.00
NET CHANGES by Change Order	TOTALS	\$186,841.45	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

GENERAL CONTRACTOR: CMG of Easton, Inc.

By:

Date:

State of: Pennsylvania County of: Northampton
Subscribed and sworn to before me this 12th day of December 2019
Notary Public: SUSAN M LOPEZ
My Commission expires: February 23, 2020

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

\$ 140,058.22

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)
By: *[Signature]* Date: 12-13-19
By: *[Signature]* Date: 12-12-19
ARCHITECT
This Certificate is negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 6
APPLICATION DATE: 12/12/2019
PERIOD TO: 11/30/2019
CMG PROJECT NUMBER: C19-090

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)	
			E FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD TO DATE (D+E)					% (G + C)
1	Mobilization	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100.00%	\$0.00	\$300.00
2	CM Office & Furnishings	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	100.00%	\$0.00	\$140.00
3	Temp Fence	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$60.00
4	General Conditions	\$46,550.00	\$42,912.50	\$1,310.00	\$0.00	\$44,222.50	95.00%	\$2,327.50	\$884.45
5	Payment & Performance Bonds	\$17,400.00	\$17,400.00	\$0.00	\$0.00	\$17,400.00	100.00%	\$0.00	\$348.00
6	Insurance	\$33,200.00	\$33,200.00	\$0.00	\$0.00	\$33,200.00	100.00%	\$0.00	\$664.00
7	Project Management & Field Supervision	\$55,600.00	\$52,800.00	\$20.00	\$0.00	\$52,820.00	95.00%	\$2,780.00	\$1,056.40
8	Submittals	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$100.00
9	Punchlist	\$21,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$21,000.00	\$0.00
10	Final Cleaning	\$4,000.00	\$0.00	\$0.00	\$0.00	\$3,500.00	87.50%	\$500.00	\$70.00
11	Closeout Documents & As-Builts	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
12									
13	General Construction Allowance	\$50,000.00	\$34,120.23	\$0.00	\$0.00	\$34,120.23	68.24%	\$15,879.77	\$682.40
14	Testing Agency Allowance	\$15,000.00	\$6,138.82	\$0.00	\$0.00	\$6,138.82	40.93%	\$8,861.18	\$122.78
15									
16	Architectural								
17	Selective Demolition	\$135,000.00	\$135,000.00	\$0.00	\$0.00	\$135,000.00	100.00%	\$0.00	\$2,700.00
18	Concrete Footings Labor (includes excavation & backfill)	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$200.00
19	Concrete Footings Materials	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$100.00
20	Concrete Flatwork Labor	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$200.00
21	Concrete Flatwork Materials	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100.00%	\$0.00	\$300.00
22	CMU Masonry Labor	\$130,000.00	\$130,000.00	\$0.00	\$0.00	\$130,000.00	100.00%	\$0.00	\$2,600.00
23	CMU Masonry Materials	\$70,000.00	\$70,000.00	\$0.00	\$0.00	\$70,000.00	100.00%	\$0.00	\$1,400.00
24	Masonry Infill Labor	\$12,700.00	\$12,000.00	\$700.00	\$0.00	\$12,700.00	100.00%	\$0.00	\$254.00
25	Masonry Infill Materials	\$8,500.00	\$8,500.00	\$0.00	\$0.00	\$8,500.00	100.00%	\$0.00	\$170.00
26	Structural Steel Erection Labor	\$22,000.00	\$22,000.00	\$0.00	\$0.00	\$22,000.00	100.00%	\$0.00	\$440.00
27	Fabricated Structural Steel Materials	\$38,000.00	\$38,000.00	\$0.00	\$0.00	\$38,000.00	100.00%	\$0.00	\$760.00
28	Steel Roof Infill Plate Materials	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$40.00
29	Carpentry Labor	\$4,900.00	\$3,500.00	\$1,400.00	\$0.00	\$4,900.00	100.00%	\$0.00	\$98.00
30	Carpentry Materials	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$30.00
31	Spray Foam Roofing Labor & Materials	\$40,000.00	\$40,000.00	\$0.00	\$0.00	\$40,000.00	100.00%	\$0.00	\$800.00
33	Plaster Infills & Patching Labor	\$9,000.00	\$9,000.00	\$0.00	\$0.00	\$9,000.00	100.00%	\$0.00	\$180.00
34	Plaster Infills & Patching Materials	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$40.00
35	Doors, Frames, Hardware Labor	\$12,000.00	\$9,000.00	\$1,000.00	\$0.00	\$10,000.00	83.33%	\$2,000.00	\$200.00
36	Doors, Frames, Hardware Materials	\$40,000.00	\$36,000.00	\$0.00	\$0.00	\$36,000.00	90.00%	\$4,000.00	\$720.00
37	Alum & Glass Labor	\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$2,500.00	100.00%	\$0.00	\$50.00
38	Alum & Glass Materials	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$60.00
39	Metal Framing Labor	\$9,100.00	\$9,100.00	\$0.00	\$0.00	\$9,100.00	100.00%	\$0.00	\$182.00
40	Metal Framing Materials	\$1,450.00	\$1,450.00	\$0.00	\$0.00	\$1,450.00	100.00%	\$0.00	\$29.00
41	GWB Labor	\$12,800.00	\$12,800.00	\$0.00	\$0.00	\$12,800.00	100.00%	\$0.00	\$256.00
42	GWB Materials	\$950.00	\$950.00	\$0.00	\$0.00	\$950.00	100.00%	\$0.00	\$19.00
43	Ceramic Tile Labor	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100.00%	\$0.00	\$240.00
44	Ceramic Tile Materials	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	100.00%	\$0.00	\$160.00

CONTINUATION SHEET

A/A DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
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Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 6
APPLICATION DATE: 12/12/2019
PERIOD TO: 11/30/2019
CMG PROJECT NUMBER: C19-090

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
45	ACT Labor	\$9,400.00	\$7,500.00	\$1,430.00	\$0.00	\$8,930.00	\$470.00	\$178.60
46	ACT Materials	\$10,350.00	\$10,350.00	\$0.00	\$0.00	\$10,350.00	\$0.00	\$207.00
49	Floor Leveling Labor	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$200.00
50	Floor Leveling Materials	\$9,800.00	\$9,800.00	\$0.00	\$0.00	\$9,800.00	\$0.00	\$196.00
51	Resinous Flooring Labor - Phase 1 - Area "C"	\$11,990.00	\$11,990.00	\$0.00	\$0.00	\$11,990.00	\$0.00	\$239.80
52	Resinous Flooring Materials - Phase 1 - Area "C"	\$6,600.00	\$6,600.00	\$0.00	\$0.00	\$6,600.00	\$0.00	\$132.00
53	Resinous Flooring Labor - Phase 2 - Area "B"	\$12,830.00	\$12,830.00	\$0.00	\$0.00	\$12,830.00	\$0.00	\$256.60
54	Resinous Flooring Materials - Phase 2 - Area "B"	\$7,080.00	\$7,080.00	\$0.00	\$0.00	\$7,080.00	\$0.00	\$141.60
55	VCT & Cove Base Labor	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	\$0.00	\$80.00
56	VCT & Cove Base Materials	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$60.00
57	Interior Painting Labor	\$20,000.00	\$18,000.00	\$1,000.00	\$0.00	\$19,000.00	\$1,000.00	\$380.00
58	Interior Painting Materials	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$200.00
59	Visual Display Installation Labor	\$1,200.00	\$0.00	\$1,200.00	\$0.00	\$1,200.00	\$0.00	\$24.00
60	Visual Display Materials	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$100.00
61	Toilet Accessory Installation Labor	\$4,500.00	\$2,250.00	\$2,250.00	\$0.00	\$4,500.00	\$0.00	\$90.00
62	Toilet Accessory Materials	\$6,800.00	\$6,800.00	\$0.00	\$0.00	\$6,800.00	\$0.00	\$136.00
63	Toilet Partition Installation Labor	\$2,000.00	\$1,000.00	\$600.00	\$0.00	\$1,600.00	\$400.00	\$32.00
64	Toilet Partition Materials	\$10,000.00	\$5,000.00	\$3,000.00	\$0.00	\$8,000.00	\$2,000.00	\$160.00
65	Locker Installation Labor	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	\$0.00	\$500.00
66	Locker Materials (Includes benches)	\$55,000.00	\$55,000.00	\$0.00	\$0.00	\$55,000.00	\$0.00	\$1,100.00
67	Folding Partition Installation Labor	\$3,500.00	\$1,000.00	\$2,500.00	\$0.00	\$3,500.00	\$0.00	\$70.00
68	Folding Partition Materials	\$13,000.00	\$4,500.00	\$8,500.00	\$0.00	\$13,000.00	\$0.00	\$260.00
69	Interior Signage Installation Labor	\$500.00	\$0.00	\$500.00	\$0.00	\$500.00	\$0.00	\$10.00
70	Interior Signage Materials	\$2,800.00	\$2,800.00	\$0.00	\$0.00	\$2,800.00	\$0.00	\$56.00
71								
72	Mechanical & HVAC							
73	Mobilization	\$6,500.00	\$6,500.00	\$0.00	\$0.00	\$6,500.00	\$0.00	\$130.00
74	General Conditions	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$200.00
75	Shop Drawings	\$12,200.00	\$12,200.00	\$0.00	\$0.00	\$12,200.00	\$0.00	\$244.00
76	Submittals	\$2,800.00	\$2,800.00	\$0.00	\$0.00	\$2,800.00	\$0.00	\$56.00
77	Demolition	\$6,100.00	\$6,100.00	\$0.00	\$0.00	\$6,100.00	\$0.00	\$122.00
78	Sheet Metal Installation Labor	\$94,500.00	\$94,500.00	\$0.00	\$0.00	\$94,500.00	\$0.00	\$1,890.00
79	Sheet Metal Materials	\$78,300.00	\$78,300.00	\$0.00	\$0.00	\$78,300.00	\$0.00	\$1,566.00
80	GRD Labor	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$200.00
81	GRD Materials	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$100.00
82	ATC Labor & Materials	\$69,900.00	\$60,000.00	\$9,900.00	\$0.00	\$69,900.00	\$0.00	\$1,398.00
83	RTU Curb Labor	\$12,500.00	\$12,500.00	\$0.00	\$0.00	\$12,500.00	\$0.00	\$250.00
84	RTU Curb Materials	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	\$0.00	\$300.00
85	RTU Installation Labor	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	\$0.00	\$500.00
86	RTU Materials	\$265,000.00	\$265,000.00	\$0.00	\$0.00	\$265,000.00	\$0.00	\$5,300.00
87	Insulation Labor	\$6,700.00	\$6,700.00	\$0.00	\$0.00	\$6,700.00	\$0.00	\$134.00
88	Insulation Materials	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$60.00
89	Equipment Start-up	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$100.00

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 6
APPLICATION DATE: 12/12/2019
PERIOD TO: 11/30/2019
CMG PROJECT NUMBER: C19-090

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
90	Testing & Balancing	\$12,500.00	\$0.00	\$12,500.00	\$0.00	\$12,500.00	100.00%	\$0.00	\$250.00
91	Punchlist	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,500.00	\$0.00
92	Closeout Documents & As-Builts	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,500.00	\$0.00
93									
94	Electrical								
95	Mobilization	\$750.00	\$750.00	\$0.00	\$0.00	\$750.00	100.00%	\$0.00	\$15.00
96	Submittals	\$3,930.00	\$3,930.00	\$0.00	\$0.00	\$3,930.00	100.00%	\$0.00	\$78.60
97	Demolition	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$60.00
98	Raceways, Fittings, Boxes Labor	\$51,000.00	\$51,000.00	\$0.00	\$0.00	\$51,000.00	100.00%	\$0.00	\$1,020.00
99	Raceways, Fittings, Boxes Materials	\$50,700.00	\$50,700.00	\$0.00	\$0.00	\$50,700.00	100.00%	\$0.00	\$1,014.00
100	Wire & Cable Labor	\$61,400.00	\$61,400.00	\$0.00	\$0.00	\$61,400.00	100.00%	\$0.00	\$1,228.00
101	Wire & Cable Materials	\$89,565.00	\$89,565.00	\$0.00	\$0.00	\$89,565.00	100.00%	\$0.00	\$1,791.30
102	Distribution Labor	\$5,700.00	\$5,700.00	\$0.00	\$0.00	\$5,700.00	100.00%	\$0.00	\$114.00
103	Distribution Materials	\$7,300.00	\$7,300.00	\$0.00	\$0.00	\$7,300.00	100.00%	\$0.00	\$146.00
104	Lighting Fixtures Labor	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$400.00
105	Lighting Fixtures Materials	\$61,000.00	\$61,000.00	\$0.00	\$0.00	\$61,000.00	100.00%	\$0.00	\$1,220.00
106	Wiring Devices Labor	\$1,800.00	\$1,800.00	\$0.00	\$0.00	\$1,800.00	100.00%	\$0.00	\$36.00
107	Wiring Devices Materials	\$750.00	\$750.00	\$0.00	\$0.00	\$750.00	100.00%	\$0.00	\$15.00
108	Fire Alarm Labor	\$6,315.00	\$4,500.00	\$1,815.00	\$0.00	\$6,315.00	100.00%	\$0.00	\$126.30
109	Fire Alarm Materials	\$18,000.00	\$18,000.00	\$0.00	\$0.00	\$18,000.00	100.00%	\$0.00	\$360.00
110	Punchlist	\$7,860.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,860.00	\$0.00
111	Closeout Documents & As-Builts	\$3,930.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,930.00	\$0.00
112									
113	Plumbing								
114	Mobilization	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$100.00
115	Submittals	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$40.00
116	Demolition & Disconnect Labor	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$100.00
117	Under-Slab Sanitary Excavation & Backfill (1&M)	\$10,500.00	\$10,500.00	\$0.00	\$0.00	\$10,500.00	100.00%	\$0.00	\$210.00
118	Under-Slab Sanitary Installation Labor	\$18,000.00	\$18,000.00	\$0.00	\$0.00	\$18,000.00	100.00%	\$0.00	\$360.00
119	Under-Slab Sanitary Materials	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	100.00%	\$0.00	\$160.00
120	In-Wall & Overhead Sanitary Installation Labor	\$14,000.00	\$14,000.00	\$0.00	\$0.00	\$14,000.00	100.00%	\$0.00	\$280.00
121	In-Wall & Overhead Sanitary Materials	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	100.00%	\$0.00	\$160.00
122	Drains, Carriers, & Misc. Rough-In Materials	\$17,000.00	\$17,000.00	\$0.00	\$0.00	\$17,000.00	100.00%	\$0.00	\$340.00
123	Hanger Materials	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	100.00%	\$0.00	\$120.00
124	Domestic Water Labor	\$22,000.00	\$22,000.00	\$0.00	\$0.00	\$22,000.00	100.00%	\$0.00	\$440.00
125	Domestic Water Materials	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$400.00
126	Hot Water Heater Materials	\$32,000.00	\$32,000.00	\$0.00	\$0.00	\$32,000.00	100.00%	\$0.00	\$640.00
127	Mixing Valves & Backflow Device Materials	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	100.00%	\$0.00	\$140.00
128	Gas Piping Labor	\$10,500.00	\$10,500.00	\$0.00	\$0.00	\$10,500.00	100.00%	\$0.00	\$210.00
129	Gas Piping Materials	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$100.00
130	Fixture Installation Labor	\$25,000.00	\$17,500.00	\$7,500.00	\$0.00	\$25,000.00	100.00%	\$0.00	\$500.00
131	Appliances	\$9,900.00	\$9,900.00	\$0.00	\$0.00	\$9,900.00	100.00%	\$0.00	\$198.00
132	Hydro-Tub Material	\$17,000.00	\$17,000.00	\$0.00	\$0.00	\$17,000.00	100.00%	\$0.00	\$340.00

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In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 6
APPLICATION DATE: 12/12/2019
PERIOD TO: 11/30/2019
CMG PROJECT NUMBER: C19-090

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
133	Water Closets & Trim Materials	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$160.00
134	Lavatories & Trim Materials	\$10,800.00	\$10,800.00	\$0.00	\$0.00	\$10,800.00	\$0.00	\$216.00
135	Sinks & Trim Materials	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$20.00
136	Showers & Trim Materials	\$12,500.00	\$12,500.00	\$0.00	\$0.00	\$12,500.00	\$0.00	\$250.00
137	Punchlist	\$2,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,800.00	\$0.00
138	Closeout Documents & As-Built	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00
139	Sanitary Lateral Blacktop Patch (Labor & Materials)	\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$50.00
140	Change Order #1 - Team Room Lockers	\$57,695.57	\$0.00	\$57,695.57	\$0.00	\$57,695.57	\$0.00	\$1,153.91
141	Change Order #2 - Team Room Benches & PLAM	\$11,113.34	\$0.00	\$10,007.00	\$0.00	\$10,007.00	\$1,111.34	\$200.14
142	Change Order #6 - Temporary Locker Rooms	\$12,866.97	\$10,000.00	\$2,866.97	\$0.00	\$12,866.97	\$0.00	\$257.34
143	Change Order #7 - Area C Storm Drain, Shower Walls, Doors	\$18,217.89	\$18,217.89	\$0.00	\$0.00	\$18,217.89	\$0.00	\$364.36
144	Change Order #8 - Panel LA + Data Lines & Demo O.T. & CMU	\$10,253.05	\$10,253.05	\$0.00	\$0.00	\$10,253.05	\$0.00	\$205.06
145	Change Order #9 - Floor Leveling & Dumpster	\$54,716.45	\$54,716.45	\$0.00	\$0.00	\$54,716.45	\$0.00	\$1,094.33
146	Change Order #11 - Uns Soil Remov./Wall Demo/EIFS Install	\$13,326.06	\$13,326.06	\$0.00	\$0.00	\$13,326.06	\$0.00	\$266.52
147	Change Order #13 - C Conduit Relocation & B Storm Drains	\$8,647.12	\$8,647.12	\$0.00	\$0.00	\$8,647.12	\$0.00	\$172.94
148								
149								
150								
GRAND TOTALS		\$2,645,841.45	\$2,412,727.12	\$144,194.54	\$0.00	\$2,556,921.66	\$88,919.79	\$51,136.43

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MADISON BOARD OF EDUCATION FACILITIES USE AGREEMENT

THIS FACILITIES USE AGREEMENT (herein referred to as the “Agreement”) is made and entered into this 18th day of December, 2019, by and between the Madison Board of Education, with offices located at 359 Woodland Rd., Madison, New Jersey 07940 (herein referred to as “the Board”), and Renaissance Church, with offices located at 2 Kent Place Blvd., Summit, NJ 07901 (herein referred to as “the Lessee”).

WHEREAS, the Board and the Lessee believe that a written Agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them in regards to this contractual relationship,

NOW THEREFORE BE IT RESOLVED, that the Board and the Lessee, for the consideration herein specified, agree as follows:

- 1. GENERAL LOCATION AND TERM:** The Board hereby agrees to provide the following facilities use, and the Lessee hereby accepts such use, subject to the terms of this Agreement:
 - A. Building Location:** Madison Junior School, 160 Main St., Madison, NJ 07940
 - B. Schedule of Use:**
 - i. *Event Set Up:* Monday, December 23, 2019: 8:00 am to 1:00 pm
 - ii. *Main Event:* Tuesday, December 24, 2019: 12:00 pm to 9:30 pm
 - iii. *Event Breakdown:* Thursday, December 26, 2019: 10:00 am to 12:00 pm
- 2. SPECIFIC LOCATION DESCRIPTION:** Based on this Agreement, the following parameters will be in effect for the term of this agreement:
 - A.** Lessee shall have use of the parking lot for event parking and shall have use of the main lobby, cafeteria, auditorium, and one classroom to be designated by the Board.
 - B.** Lessee shall have use of bathroom facilities and applicable utilities (e.g., air conditioning, heating, electric).
 - C.** Lessee will not have access to the building before or after the scheduled times of use, unless special arrangements have been approved.
 - D.** Lessee will be responsible for parking coordination and management of overflow parking. All parking arrangements must be pre-approved by the Madison Police Department.
 - E.** The Board shall provide a custodian in the building throughout the entirety of the schedule of use of this Agreement.

3. **RENTAL FEE:** Compensation to the Board for use of the facilities outlined in this Agreement shall be the following:

A. Base Fee:

- i. Lessee shall remit an initial payment of \$3,500 in advance of the event and addressed to the Madison Board of Education.

B. Additional Fees Paid to the District:

- i. In the event that maintenance services (e.g., snow removal) are required, the Lessee agrees to pay a fee of \$90 per hour for the time provided by an employee of the Board.
- ii. In the event that IT services (e.g., technical support for district networking issues) are required, the Lessee agrees to pay a fee of \$90 per hour for the time provided by an employee of the Board.
- iii. In the event that assistance under items i or ii above requires the use of an outside contracted vendor, the Lessee agrees to pay all related fees.
- iv. In the event that such services are required, the Board agrees to send a detailed invoice, with description of the services provided, to the Lessee. The Lessee further agrees to remit payment to the Board within 30 days of receipt of such invoice.

C. Additional Fees Not Paid to the District:

- i. In the event that additional support is required with regard to traffic maintenance, the Lessee agrees to pay the appropriate fees directly to the Madison Police Department.
- ii. In the event that additional support is required with regard to meeting compliance with Borough of Madison Code Chapter 101-11 (Fireman on Duty at Public Assemblies), the Lessee agrees to pay the appropriate fees directly to the Madison Fire Department.

4. **ADDITIONAL TERMS:** In consideration for the use of the facilities as outlined, the Lessee agrees to the following terms:

- A.** Lessee shall not engage in any activity that is unlawful.
- B.** Lessee shall not engage in any activity other than that for which the facility is being leased without the prior approval of the Board.
- C.** Lessee shall ensure that participants contain themselves to the approved spaces as outlined in this Agreement.
- D.** Lessee shall ensure that all participants under its control will maintain order and that children will be supervised by a designated and responsible adult at all times.
- E.** Lessee shall be responsible for repairs needed related to damage caused by the actions of or neglect by Lessee, its employees, agents, or participants, including children.
- F.** Lessee shall be responsible for becoming familiar with the event location, with details including but not limited to: identification and knowledge of the facility entrances; review of the exits both in the area being used and in the location as a whole; consideration of an exit plan for the Lessee's staff and participants in the event of an emergency; location of AED's within the facility; general parking; handicapped parking; and loading areas.
- G.** Lessee shall ensure that the location be returned to the same condition as it was at the start of this Agreement, as outlined below:
 - i. Lessee may not use any supplies or equipment owned by the Board, including but not limited to office supplies, electronic devices, computers, microphones, and copy machines, unless explicitly authorized by a representative of the Board.

- ii. All furniture shall be returned to its original location;
- iii. All trash in the cafeteria shall be placed in the trash bins located in the cafeteria, and all trash bins shall be placed in the center of the cafeteria. All trash in classrooms shall be placed in the trash bins located in each classroom.
- iv. Note that the Board shall be responsible for the removal of trash from the building and for cleaning the occupied spaces.
- H. Lessee agrees to comply with all posted rules and regulations of the Board as outlined in Policy 7510 - Use of School Facilities and Regulation and 7510R - Use of School Facilities.
- I. Lessee shall present evidence of the purchase of organizational liability insurance with each request, stating dates, times, and name of school locations, and a Certificate of Insurance naming the Board as additional insured, in limits of at least \$1,000,000 for each occurrence and \$2,000,000 for general aggregate as prescribed by district regulations. Such insurance shall be with a company licensed to do business in the State of New Jersey. Users shall be financially liable for damage to the facilities and for proper chaperonage as required by the Board. Failure to comply with the above will result in the return of the insurance certificate, which may cause a delay for approval of the event.
- J. Lessee shall be responsible to obtain insurance certificates as required in the Agreement for any subcontractors used, such as caterers, photographers or entertainers.

5. CHANGE OR TERMINATION: This Agreement may be terminated under the following conditions:

- A. Lessee may terminate the Agreement or may request a change to the schedule outlined herein by providing written notice to the Board no later than 5 business days prior to the initial use of the facilities.
- B. The Agreement may be terminated immediately and without penalty in the event that the premises are rendered unusable due to fire, casualty or other cause not resulting from the actions of the Lessee.

6. LIABILITY AND INDEMNIFICATION RELEASE:

- A. The Board shall not be liable to Lessee or any other person for (i) damage to property or injury or death to persons due to the condition of the Leased Premises caused by Lessee's act or neglect, or (ii) the occurrence of any accident in or about the Leased Premises caused by Lessee's act or neglect or (iii) any act or neglect of Lessee, its agents, employees, guests, licensees, invitees, subtenants, assignees or successors; other than if such acts are caused by gross negligence or willful misconduct of the Board. Subject to the above, Lessee hereby releases the Board from any liability for same.
- B. Lessee further agrees to release and hold harmless the Board, collectively and individually, as well as its agents, servants, and employees from all liability for personal injury and/or property damage resulting from any use of the facilities by Lessee. Lessee further agrees to indemnify and hold harmless the Board, collectively and individually, from all claims, costs, damages and losses, including reasonable attorneys fees, arising from any injury and/or loss occasioned during Lessee's use of the facilities and related to such use, including any and all claims which may be brought individually by anyone or on their behalf now and forever. This provision shall exclude claims based on acts of gross negligence or willful misconduct of the Board.
- C. This provision shall survive the expiration or earlier termination of this Lease.

WHEREAS, a duly authorized officer of the Board has approved the terms and conditions of this Agreement, and

WHEREAS, the Lessee has approved the terms and conditions of this Agreement, and

WHEREAS, the Agreement was approved by a vote of the members of the Madison Board of Education at its meeting on December 17, 2019, and has been made a part of the minutes of that meeting.

IN WITNESS WHEREOF, they set their hands and seals to this Agreement effective on the day and year first above written.

ATTEST: THE BOARD OF EDUCATION OF MADISON

Lessee Name: _____

Name of Authorized Representative: _____

Relationship to Lessee: _____

Address: _____

Phone: _____ Email: _____

Signature of Authorized Representative

Date

Leslie Lajewski, Board President

Date



MADISON PUBLIC SCHOOLS

Agreement

Upon review of the NJSIAA guidelines and with respect to Student #87366184427's documented 504 accommodation plan, the district has determined that the student is eligible under the following provisions:

1. You, as the student's parents, will assume responsibility for the student's transportation to and from Madison High School before and after all athletic events. Once in the care of our coaching staff, your child may travel with the team using district provided transportation.
2. The district is not responsible for providing special accommodations related to your child's enrollment at a school outside of the Madison Public School District.
3. Your child will be subject to all Madison rules and regulations governing student athletes as well as the school's code of conduct and team expectations during his participation. Failure to comply with the district code of conduct, athletic rules and team expectations may result in your child's removal from the team.
4. As with all Madison High School Athletes, your child will not be entitled to playing time, but will be treated as an equal member of the team. Playing time will be awarded based on merit and team contribution at the coaches' discretion.

BUS DRILLS	Date	Start Time	Route
MHS	9/3/2019	7:45	No specific route – all students
MJS	10/23/2019	7:35	No specific route – all students
CAS	9/20/2019	8:45	No specific route – all students
KRS	9/26/19	9:10	No specific route – all students
TJS	10/2/2019	9:00	No specific route – all students



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

2019 Revisions*

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

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

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

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Article 1. Preface

1.1. The Predecessor Agreements

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

1.2. 2019 Revisions

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

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

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

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

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

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

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

1.3. Nature of the Problem

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

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

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

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

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

1.4. Reasons for Special Concern

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

Article 2. Liaisons; Law Enforcement Units

2.1. Liaisons

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

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

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

2.1.1. Benefit of Law Enforcement Liaisons

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

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

2.2. Consultation and Information Sharing

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

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

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

2.3. Safe Schools Resource Officers

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

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

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

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

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

3.1. Mandatory Report Offenses Summary

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

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

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

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

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

Exceptions apply, as outlined below.

3.1.1. Law Enforcement Response to Mandatory Reports

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

3.2. Requirement to Report Offenses Involving Controlled Dangerous Substances

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

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

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

3.2.2. Designer Drugs

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

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

3.2.2.1. Considerations when Reporting Designer Drugs to Law Enforcement

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

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

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

3.2.3. Prescription Controlled Dangerous Substances

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

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

3.2.3.1. Considerations when Reporting Prescription Drugs to Law Enforcement

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

3.2.4. Opioids

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

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

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

3.3. Exceptions to Mandatory Reports of Offenses Involving Controlled Substances

3.3.1. Non-Applicability to Treatment Program Records and Information

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

3.3.2. Voluntary Self-Report

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

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

3.3.3. Overdose Prevention Act

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

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

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

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

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

3.3.5. Possession or Consumption of Alcoholic Beverages

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

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

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

3.3.6. Self-Administration of Medication by Students

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

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

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

3.3.7. Compassionate Use Medical Marijuana Act

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

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

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

3.3.8. Electronic Smoking Devices

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

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

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

3.4. Securing Controlled Substances and Paraphernalia

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

3.5. Law Enforcement Response to Mandatory Controlled Substance Reports

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

3.5.1. Exception to Identity Disclosure

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

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

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

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

3.6. Requirement to Report Incidents Involving Firearms and Dangerous Weapons

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

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

3.7. Exceptions to Mandatory Firearms and Dangerous Weapons Reports

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

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

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

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

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

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

3.8. Securing Firearms, Ammunition and Dangerous Weapons

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

3.8.1. Advice on Weapons

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

3.9. Law Enforcement Response to Mandatory Firearms and Weapons Reports

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

3.9.1. Interdiction of Weapons

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

3.10. Requirement to Report Incidents Involving Planned or Threatened Violence

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

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

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

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

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

3.12. Requirement to Report Sexual Offenses

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

3.13. Law Enforcement Response to Sexual Offenses

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

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

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

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

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

3.16. Requirement to Report Bias-Related Incidents

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

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

3.16.1. Considerations when Reporting Bias-Related Acts

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

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

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

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

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

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

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

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

3.17.2. Notification to Law Enforcement

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

3.17.3. Notification of CP&P by Law Enforcement

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

3.17.4. Law Enforcement Response

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

3.17.5. Notification of Parents or Guardians

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

3.17.6 Anonymity

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

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

3.17.7 Custody Disputes and Potentially Missing Children

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

Article 4. Reporting other Offenses: Non-Mandatory Reports

4.1. Reporting Other Offenses

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

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

4.2. Stationhouse Adjustments

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

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

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

4.3. Law Enforcement Response to Non-Mandatory Reports

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

4.4. Harassment, Intimidation, or Bullying (HIB)

Harassment, intimidation, or bullying (HIB) in school settings presents an ongoing challenge throughout New Jersey. Acts motivated either by any actual or perceived characteristic, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression, or a mental, physical or sensory disability, or by any other distinguishing characteristic, tear at the fabric of our society, pose grave risks to the physical and emotional well-being of children, and can quickly lead to retaliation, an escalation of violence both on and off school grounds, and even suicide. HIB may take a myriad of forms, encompassing even common activities such as the photographing or recording of one student by another.

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

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

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

4.4.1. Statutory Definition

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

“Harassment, intimidation or bullying” means any gesture, any written, verbal or physical act, or any electronic communication, whether it be a single incident or a series of incidents, that is reasonably perceived as being motivated either by any actual or perceived characteristic, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression, or a mental, physical or sensory disability, or by any other distinguishing characteristic, that takes place on school property, at any school-sponsored function, on a school bus, or off school grounds as provided for in section 16 of P.L.2010, c.122 (C.18A:37-15.3), that substantially disrupts or interferes with the orderly operation of the school or the rights of other students and that:

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

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

4.4.2. HIB's Relationship to Criminal Conduct

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

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

4.4.3. Reporting of HIB

4.4.3.1. Reporting of HIB by Schools to Law Enforcement

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

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

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

4.4.3.2. Reporting of HIB to Division on Civil Rights

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

4.4.4. Preservation of Evidence and Chain of Custody

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

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

4.4.5. Reporting of HIB by Law Enforcement to Schools

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

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

4.4.6. Coordination of HIB and Criminal Investigations

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

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

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

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

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

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

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

4.5. Hazing

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

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

4.5.1. Statutory Definition

The statute sets forth the following definition for hazing:

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

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

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

4.5.2. Reporting of Hazing

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

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

4.6. Cyber-Harassment

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

4.6.1. Statutory Definition

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

- 1.a. A person commits the crime of cyber-harassment if, while making a communication in an online capacity via any electronic device or through a social networking site and with the purpose to harass another, the person:
 - (1) threatens to inflict injury or physical harm to any person or the property of any person;
 - (2) sends, posts, comments, requests, suggests, or proposes any lewd, indecent, or obscene material to or about a person; or
 - (3) threatens to commit any crime against the person or the person's property.
- b. Cyber-harassment is a crime of the fourth degree, unless the person is 21 years of age or older at the time of the offense and impersonates a minor for the purpose of cyber-harassing a minor, in which case it is a crime of the third degree.
- c. If a minor under the age of 16 is adjudicated delinquent for cyber-harassment, the court may order as a condition of the sentence that the minor, accompanied by a parent or guardian, complete, in a satisfactory manner, one or both of the following:
 - (1) a class or training program intended to reduce the tendency toward cyber-harassment behavior; or

(2) a class or training program intended to bring awareness to the dangers associated with cyber-harassment.

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

4.6.2. Reporting of Cyber-Harassment

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

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

4.7. Sexting

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

4.7.1. Reporting of Sexting

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

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

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

4.8 Offenses Involving Computers, the Internet and Technology

4.8.1. Purpose

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

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

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

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

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

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

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

4.8.3. Blogging and Free Speech Issues

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

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

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

4.8.4. Reporting of Blogging and Free Speech Issues

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

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

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

Article 5. Notice of Arrests

5.1. Arrests of Students on School Grounds

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

5.2. Arrests of Non-Students on School Grounds

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

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

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

5.4. Parental Notification

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

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

Article 6. Arrest Protocols

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

6.1. Requests by School Officials

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

6.2. Minimizing Disruption of the Educational Process

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

6.2.1. Arrests to be Conducted in Private

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

6.2.2. Preferred Use of Plainclothes Officers to Effect Arrest

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

6.2.3. Cooperation with Arrests on School Property

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

6.3. Other Spontaneous Arrests

6.3.1. Notice to Building Principal

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

6.3.2. Minimizing Disruption

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

6.4. Planned Arrests

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

Article 7. Law Enforcement Operations

7.1. Inquiries Regarding Law Enforcement Operations

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

7.2. Interrogations and Interviews

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

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

7.3. Undercover School Operations

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

7.3.1. Requests to Conduct Operations

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

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

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

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

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

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

7.3.2. Consultation and Cooperation

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

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

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

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

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

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

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

7.3.3. Security; Limited Disclosure Agreements; Early Termination

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

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

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

7.3.4. Use of Undercover Officers as School Employees

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

7.3.5. Limitations on Undercover Officer Conduct

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

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

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

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

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

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

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

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

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

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

7.3.6. Post-Operation Report

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

7.3.7. Post-Operation Seminars

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

7.4. Planned Surveillance

7.4.1. Live Streaming Video

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

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

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

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

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

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

7.4.2. Notice and Consultation

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

7.4.3. Limitations; Targeted Subjects

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

7.5. School Searches

7.5.1. Searches Conducted Independently by School Officials

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

7.5.2. Notice to Law Enforcement of Seizure of Contraband

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

7.5.3. Law Enforcement Assumption of Responsibility

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

7.5.4. Legal Questions during Conduct of Law Enforcement Search

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

7.5.5. Agreement Does Not Constitute a Request to Conduct Searches

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

7.5.6. Search and Seizure Legal Advice to School Officials

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

7.5.7. Requests to Use Drug-Detection Canines

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

7.6. Routine Patrols

7.6.1. Visible Enforcement Plans

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

7.6.2. Notice to School Officials

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

7.6.3. On-Site Reporting

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

7.7. Police Presence at Extra-Curricular Events

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

7.8. Truancy; Assistance Provided to Attendance Officers

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

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

7.9. Dispute Resolution Procedures

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

Article 8. Confidentiality and School Access to Law Enforcement Information

8.1. Substance Abuse Confidentiality Laws

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

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

8.2. Clarification Regarding Confidentiality of Contents of Student Records

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

8.3. Records of Law Enforcement Units

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

8.4. Statutory Authority to Disclose Information

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

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

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

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

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

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

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

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

8.5. Agreement to Disclose Information Following a Charge

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

8.6. Agreement to Disclose Information during an Investigation

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

8.7. Specificity of Disclosed Information

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

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

8.8. Disclosure of Adult Student Information

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

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

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

8.10. Parallel School Student Conduct Proceedings

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

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

8.11. Notification of Arrests or Charges Filed Against School Personnel

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

8.11.1. Applicability Not Limited to Local Jurisdiction

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

8.11.2. Employment Information

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

8.11.3. Offenses Requiring Notification

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

8.11.4. Notification of Emergencies

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

8.12. Notification to Executive County Superintendent

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

Article 9. School Safety and Security

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

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

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

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

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

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

9.1.1. Critical Incident Planning

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

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

9.1.2. Consultation in Development of SSSPs

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

9.1.3. Format and Contents of SSSPs

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

9.1.4. Annual Review of SSSPs

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

9.1.5. School Staff In-service Training on SSSPs

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

9.1.6. Other Training on SSSPs

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

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

9.2. Implementation of Approved School Security Task Force Recommendations

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

9.2.1. Sharing of Model School Security Policies (MSSP)

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

9.3. Gang Threat and Recruiting Information

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

9.4. Harassment, Intimidation or Bullying Policies

It also is understood that, pursuant to *N.J.A.C. 6A:16-7.7(a)1*, the harassment, intimidation or bullying policies required pursuant to *N.J.S.A. 18A:37-13 et seq.* and *N.J.A.C. 6A:16-7.7*, shall be developed by school officials in consultation with law enforcement officials, in addition to parents and other community members, including appropriate community-based social and health provider agencies and other school employees. It is agreed that law enforcement officials shall consult with school officials in the development of the policies and the annual review of the policies, the training needs of school employees and the extent and characteristics of harassment, intimidation and bullying behavior in the school buildings of the school district, pursuant to *N.J.A.C. 6A:16-7.7(e)*. It also is understood that the executive county superintendent shall maintain a current file copy of the harassment, intimidation or bullying policies, pursuant to *N.J.A.C. 6A:16-7.7(e)5*, for review by both education and law enforcement officials, upon request.

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

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

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

9.6. "Tiplines" and Crime Prevention Programs

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

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

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

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

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

The individual victim provision of the USCO policy attempts to fulfill the requirement for LEAs to provide relief to students who have been victimized, while providing schools with a *practical* means for making determinations on incidents of victimization that are within the purview of LEAs. The individual victim policy has been crafted to enable school staff to make reasonable determinations and actions regarding the policy. LEAs are strongly encouraged,

however, to consult with their school board attorneys and communicate with designated local and/or county law enforcement authorities, per the provisions of the *Uniform State Memorandum of Agreement Between Education and Law Enforcement Officials* and *N.J.A.C. 6A:16-6.2(b)13*, on questions and issues that arise in the implementation of the individual victims of violent criminal offenses policy.

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

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

Article 10. Law Enforcement Participation in Educational Programs

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

The parties to this Agreement understand and accept that the only viable, long-term solution to the nation's drug epidemic is to reduce the public's demand for illicit substances, and that education emerges as one of the most promising means available by which to provide a generation of students with information, skills and incentives to resist the temptation to experiment with and use chemical substances. The parties further understand that the contributions of the law enforcement community to the goal of a drug-free New Jersey need not and should not be limited merely to disrupting the supply of illicit drugs; rather the law enforcement community can help to reduce the demand for drugs, not only by holding drug users accountable for their unlawful conduct, but also by actively participating in public awareness and prevention programs and educational initiatives. To this end, a number of programs have been developed by numerous organizations in which specially trained police officers participate directly in school-based educational programs. These programs are designed to teach students

about the nature and dangers of substance abuse, methods to enhance students' self-esteem, and proven techniques and skills for resisting peer pressure to experiment with drugs or engage in other dangerous activities and should support the Core Curriculum Content Standards, pursuant to *N.J.A.C. 6A:8-2*.

10.2. School Violence Awareness Week

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

10.3. Approval and Supervision of Educational Curricula

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

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

It is understood and agreed that no law enforcement officer shall be permitted to provide a course of instruction to students unless the officer has been invited or requested to provide such course of instruction by the appropriate school official. In order to enhance cooperation between law enforcement and education authorities, it is agreed that all requests by school officials for

information concerning the nature and availability of law enforcement instructional programs should be directed to (*designated law enforcement liaison*) with notice of the request provided to the county prosecutor. All requests by a law enforcement agency seeking an invitation to provide an instructional program, or seeking to demonstrate the desirability of providing such an instructional program, should be directed to (*designated school official*), with notice given to the county prosecutor working in cooperation with the executive county superintendent, who will be responsible for coordinating all such invitations or requests for invitations to participate in law enforcement instructional programs. The county prosecutor further agrees to serve on an ongoing basis as an information clearinghouse to provide school officials with information concerning the availability and benefits of such law enforcement instructional programs.

Article 11. Maintenance of the Agreement

11.1. Agreement to Remain in Effect

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

11.2. Distribution

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

Article 12. Annual Review and Revisions of Agreement

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

in addition to and do not conflict with the policies and procedures established pursuant to *N.J.A.C. 6A:16-6*.

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

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

Appendix B details the Annual Review Guidelines.

12.1 Affirmation

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

On this day and month of _____ 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

Appendix A: Definitions

As used in this Agreement:

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

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

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

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

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

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

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

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

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

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

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

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

Appendix B: Annual Review

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

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

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

Annual Review Process

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

Signatures and Copies

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

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

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

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

Procedures to Facilitate the Annual Review and Approval of the MOA

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

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

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

Appendix C: Table of Mandatory Reports to Law Enforcement

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

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

Bias-Related Incidents
Whenever any school employee in the course of his or her employment develops reason to believe a “bias-related act” has been committed or is about to be committed on or off school grounds, pursuant to <i>N.J.A.C.</i> 6A:16-6.3(e) (Article 3.16).
Potentially Missing, Abused, or Neglected Children
Whenever any school employee in the course of his or her employment develops reason to believe a student is potentially missing, abused, or neglected, pursuant to <i>N.J.A.C.</i> 6A:16-11.1(a)3i through iii (Article 3.17).

REPORT OF AUDIT
BOROUGH OF MADISON SCHOOL DISTRICT
COUNTY OF MORRIS
YEAR ENDED JUNE 30, 2019

S U M M A R Y

BOROUGH OF MADISON SCHOOL DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
SUMMARY
JUNE 30, 2019

	General Fund	Special Revenue Fund	Capital Projects Fund	Debt Service Fund	Total Governmental Funds
ASSETS					
Cash and Cash Equivalents	\$ 4,977,336			\$ 1	\$ 4,977,337
Interfund Receivable	108,579				108,579
Receivables From State Government	329,934				329,934
Receivables From Federal Government		\$ 172,690			172,690
Other Accounts Receivables		9,757			9,757
Restricted Cash and Cash Equivalents	2,526,676				2,526,676
Total Assets	<u>\$ 7,942,525</u>	<u>\$ 182,447</u>	<u>\$ -0-</u>	<u>\$ 1</u>	<u>\$ 8,124,973</u>
LIABILITIES AND FUND BALANCES					
Liabilities:					
Interfund Payable		\$ 108,579			\$ 108,579
Accounts Payable	\$ 320,511	18,759			339,270
Payable to Federal Government		25,401			25,401
Payable to State Government		29,708			29,708
Total Liabilities	<u>320,511</u>	<u>182,447</u>			<u>502,958</u>
Fund Balances:					
Restricted:					
Capital Reserve Account	1,130,446				1,130,446
Maintenance Reserve Account	1,396,230				1,396,230
Excess Surplus - 2020-2021	134,978				134,978
Debt Service				\$ 1	1
Assigned:					
Designated for Subsequent Year's					
Expenditures	411,149				411,149
Other Purposes	3,587,937				3,587,937
Unassigned	961,274				961,274
Total Fund Balances	<u>7,622,014</u>			<u>1</u>	<u>7,622,015</u>
Total Liabilities and Fund Balances	<u>\$ 7,942,525</u>	<u>\$ 182,447</u>	<u>\$ -0-</u>	<u>\$ 1</u>	<u>\$ 8,124,973</u>

BOROUGH OF MADISON SCHOOL DISTRICT
STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
SUMMARY
FOR THE FISCAL YEAR ENDED JUNE 30, 2019

	General Fund	Special Revenue Fund	Capital Projects Fund	Debt Service Fund	Total Governmental Funds
REVENUES:					
Local Sources:					
Local Tax Levy	\$ 40,806,822			\$ 2,090,015	\$ 42,896,837
Tuition from Individuals	104,000				104,000
Tuition from Other LEAs	1,656,571				1,656,571
Interest Earned on Maintenance Reserve Funds	3,993				3,993
Interest Earned on Capital Reserve Funds	34,430				34,430
Miscellaneous	591,079	\$ 54,242			645,321
Total - Local Sources	43,196,895	54,242		2,090,015	45,341,152
State Sources	8,765,016	208,588		539,322	9,512,926
Federal Sources	69,394	794,754			864,148
Total Revenues	52,031,305	1,057,584		2,629,337	55,718,226
EXPENDITURES:					
Current:					
Regular Instruction	13,901,694	228,085			14,129,779
Special Education Instruction	3,473,023	9,322			3,482,345
Other Special Instruction	584,475				584,475
School-Sponsored/Other Instruction	1,259,165				1,259,165
Support Services and Undistributed Costs:					
Tuition	1,738,830	497,629			2,236,459
Student and Other Instruction Related Services	6,097,631	294,866			6,392,497
General Administrative Services	1,319,968				1,319,968
School Administrative Services	1,548,666				1,548,666
Central Services	590,670				590,670
Administrative Information Technology	342,081				342,081
Plant Operations and Maintenance	4,448,770				4,448,770
Student Transportation	1,698,578				1,698,578
Unallocated Benefits	15,262,290				15,262,290
Debt Service:					
Principal				1,445,000	1,445,000
Interest and Other Charges				1,184,337	1,184,337
Capital Outlay	1,173,358	27,682	\$ 1,500,533		2,701,573
Transfer of Funds to Charter School	25,191				25,191
Total Expenditures	53,464,390	1,057,584	1,500,533	2,629,337	58,651,844
Excess/(Deficit) of Revenue Over/(Under) Expenditures	(1,433,085)		(1,500,533)		(2,933,618)
Other Financing Sources:					
Capital Reserve - Prior Year Reimbursement of SDA Projects	343,560				343,560
Maintenance Reserve - Prior Year Reimbursement of SDA Projects	565,559				565,559
Total Other Financing Sources/(Uses)	909,119				909,119
Net Change in Fund Balances	(523,966)		(1,500,533)		(2,024,499)
Fund Balance - July 1	8,145,980		1,500,533	1	9,646,514
Fund Balance - June 30	\$ 7,622,014	\$ -0-	\$ -0-	\$ 1	\$ 7,622,015

BOROUGH OF MADISON SCHOOL DISTRICT
SUMMARY
JULY 1, 2018 THROUGH JUNE 30, 2019
(Continued)

It is recommended that:

1. Administrative Practices and Procedures
None
3. Financial Planning, Accounting and Reporting
 - a. Stale dated outstanding checks on the Net Payroll and Payroll Agency bank reconciliations be voided.
 - b. An analysis of balance of the Net Payroll and Flexible Spending Trust account be prepared.
 - c. All overtime for facilities staff members be approved by the Supervisor of Buildings and Grounds as per the 2016-2020 Agreement between Madison Board of Education and the N.J.E.A. Facilities Staff of Madison.
3. School Purchasing Program
None
4. School Food Service
None
5. Student Body Activities
 - a. Greater care be taken in monitoring expenditures to ensure cash deficits in the Student Activity Athletic Account do not occur and the District resolve the deficit balances in the High School and Central Avenue School clubs/activities and ensure balances are reviewed on a regular basis in the future.
6. Application for State School Aid
None
7. Pupil Transportation
None
8. Facilities and Capital Assets
None
9. Travel Expense and Reimbursement Policy
 - a. All travel expenses be segregated from all other activities and charged to the 580 account line to ensure that the total amount of travel expenses for the year does not exceed the maximum amount approved in the minutes.
10. Status of Prior Year's Findings/Recommendations
There were no prior year recommendations.

CORRECTIVE ACTION PLAN

For the Fiscal Year Ended June 30, 2019
Email a copy of the CAP to: CAP@ag.nj.gov

***Not Required if there are no findings noted in both the CAFR and AMR.**

SCHOOL DISTRICT/CHARTER/RENAISSANCE SCHOOL PROJECT Madison

COUNTY Morris TYPE OF AUDIT Annual School

CONTACT PERSON Dr. Vincent Occhino E-Mail Address occhinov@madisonnjps.org

TELEPHONE NUMBER 973-593-3100 DATE OF BOARD MEETING December 17, 2019

RECOMMENDATION NUMBER	CORRECTIVE ACTION REQUIRED BY THE BOARD	METHOD OF IMPLEMENTATION	PERSON RESPONSIBLE FOR IMPLEMENTATION	PLANNED COMPLETION DATE OF IMPLEMENTATION
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**Financial Planning,
Accounting and Reporting**

- | | | | | |
|-----|--|---|--------------------------------------|--------------|
| a.) | Stale dated checks on the Net Payroll and Payroll Agency bank recs. Will be voided. | By BOE resolution, the checks will be voided. | Business Admin. & Payroll Bookkeeper | May 31, 2020 |
| b.) | An analysis of the balance in Net Payroll and Flexible Spending Trust Account be prepared. | An analysis will be conducted to identify all transactions in the accounts. | Business Admin. & Payroll Bookkeeper | May 31, 2020 |

CHIEF SCHOOL ADMINISTRATOR

DATE

BOARD SECRETARY/SCHOOL BUSINESS ADMINISTRATOR

DATE

CORRECTIVE ACTION PLAN

For the Fiscal Year Ended June 30, 2019
Email a copy of the CAP to: CAP@ag.nj.gov

***Not Required if there are no findings noted in both the CAFR and AMR.**

SCHOOL DISTRICT/CHARTER/RENAISSANCE SCHOOL PROJECT _____ **Madison** _____

COUNTY _____ **Morris** _____ **TYPE OF AUDIT** _____ **Annual School** _____

CONTACT PERSON _____ **Dr. Vincent Occhino** _____ **E-Mail Address** occhinov@madisonnjps.org _____

TELEPHONE NUMBER 973-593-3100 _____ **DATE OF BOARD MEETING** December 17, 2019 _____

- c.) All overtime will be approved by the Supervisor of Buildings and Grounds as per the Agreement. A system that includes an approval process by the B & G Supervisor will be implemented. Buildings & Grounds Supervisor January 31, 2020

Student Body Activities

- a.) Improve accounting for All Student Activity Accounts To ensure that Balances do not go into deficit. An accounting system will be implemented to provide greater Accountability. Business Admin. May 31, 2020

CHIEF SCHOOL ADMINISTRATOR _____

DATE _____

BOARD SECRETARY/SCHOOL BUSINESS ADMINISTRATOR _____

DATE _____

CORRECTIVE ACTION PLAN

For the Fiscal Year Ended June 30, 2019
Email a copy of the CAP to: CAP@ag.nj.gov

*Not Required if there are no findings noted in both the CAFR and AMR.

SCHOOL DISTRICT/CHARTER/RENAISSANCE SCHOOL PROJECT _____ Madison _____

COUNTY _____ Morris _____ TYPE OF AUDIT _____ Annual School _____

CONTACT PERSON _____ Dr. Vincent Occhino _____ E-Mail Address occhinov@madisonnjps.org _____

TELEPHONE NUMBER 973-593-3100 _____ DATE OF BOARD MEETING December 17, 2019 _____

Travel Expense and Reimbursement Policy

- a.) All travel Expenses will be Procedures will be Business Admin. January 31, 2020
segregated and charged implemented to ensure
to the 580 account proper accounting
and will not exceed the of this function.
maximum amount.

CHIEF SCHOOL ADMINISTRATOR _____ DATE _____

BOARD SECRETARY/SCHOOL BUSINESS ADMINISTRATOR _____ DATE _____