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.

Sugge	sted Activity	Person Responsible
•	Schedule meetings with the Chief of Police or Station Commander, as appropriate, to discuss the revised MOA	Chief School Administrator
•	 Meet to discuss and review the MOA After the meeting, both individuals sign five (5) copies of the MOA 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
•	Review, approve and sign the five (5) copies of the MOA Forward the signed copies to the County Prosecutor	Executive County Superintendent
•	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
•	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
•	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 <u>Uniform State Memorandum of</u> <u>Agreement Between Education and Law Enforcement Officials webpage</u>. Should you have additional questions, please contact the Office of Student Support Services at <u>EdLawMOA@doe.nj.gov</u> 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 *N.J.A.C.* 6A:16-6.3 (Article 3.2).

Firearms and Dangerous Weapons

Whenever any school employee in the course of his or her employment develops reason to believe that a firearm or other dangerous weapon has unlawfully been possessed on or off school grounds, a weapon was used in an assault against a student or other school personnel, or that any student or other person has committed an offense with, or while in possession of, a firearm, whether or not such offense was committed on school grounds or during school operating hours, pursuant to N.J.A.C. 6A:16-5.5, 5.6(d)4 and 6.3(b) (Article 3.6).

Planned or Threatened Violence

Whenever any school employee in the course of his or her employment develops reason to believe that anyone has threatened, is planning, or otherwise intends to cause death, serious bodily injury, or significant bodily injury to another person under circumstances in which a reasonable person would believe that the person genuinely intends at some time in the future to commit the violent act or to carry out the threat, pursuant to *N.J.A.C.* 6A:16-6.3(c) through (e) (Article 3.10).

Sexual Offenses

Whenever any school employee in the course of his or her employment develops reason to believe that a crime involving sexual penetration or criminal sexual contact has been committed on school grounds, or by or against a student during school operating hours or during school-related functions or activities, pursuant to N.J.A.C. 6A:16-6.3(d) (Article 3.12).

Assaults on District Board or Education Members or Employees

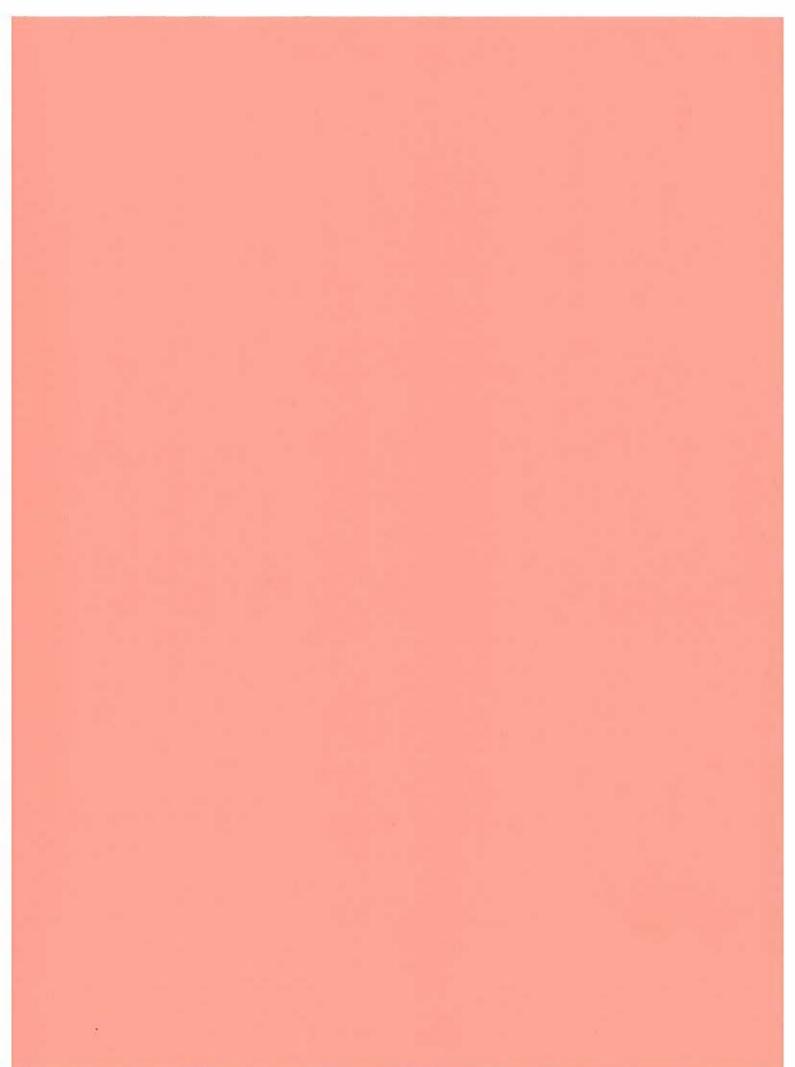
Whenever any school employee in the course of his or her employment develops reason to believe that an assault upon a teacher, administrator, other school board employee, or district board of education member has been committed, with or without a weapon, pursuant to N.J.A.C. 6A:16-5.7(d)5 (Article 3.14).

Bias-Related Incidents

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

Potentially Missing, Abused, or Neglected Children

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



22-23 NJCU STEM Cert Program

Number	Name	School	Grade	Date of Submission	Paperwork
1	Rita Della Valle	District	K12	9/1	x
2	Sahar Sayedahmed	HHS	10 Chem	9/1	x
3	Crystal Dunlap	HHS	Eng Spec	9/1	x
4	Lisa Corona	District	7-12 Sci	9/1	x
5	Birdie Cheung	WOK	7-8 ELA	9/1	x
6	Seiffin Nermeen	АРМ	Para	9/1	x
7	Gihan Attalla	АРМ	Para	9/1	x
8	Leyd Dotel	HIA	World Lang	9/2	x
9	Rachael Fernandes	DTA	Sci	9/2	x
10	Marc Aranguren	HHS	Science	9/6	x
11	Thomas Weaver	WOK	ELA	9/6	x
12	Brita Theadford	District	Science	9/6	x
13	Jo Ann Ashby	HHS	ELA	9/7	x
14	Shaniqua Nesmith	Little Bears	PREK	9/8	x
15	Sherise Corrothers	APM	Grade 1	9/5	x
16	Julie Jewel	Wok	MATH	9/3	x
17	Lydia Roman	АРМ	Para	9/12	x
18	Musheerah Gill	HHS	ELA	9/9	x
19	Jazzmine Washington	APM	K	9/9	x
20	Amber Pettaway	АРМ	Gr 1	9/12/22	x
21	Sharita Adams	Little bears	PREK	9/12	x
22	Ayesha Raja	APM	Gr 1	9/11	X

23	Carmen Armenciu	WOK	Special ed	9/12	x
24	Alexandrina Mignone	WOK	Math	9/12	x
25	Dr. Nicole Silva	HIA	Principal	7/8	

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Staff Attending/School	Conference Title	Dates Location	Anticipated Reimbursement* (Source)	Purpose+	Date of Request	Date of Board Approval
		l reimbursement guidelines ivery of instruction, improve	ement of curriculum, or fur	ther district goals?		
Tracey Wolff	NGSS/NJSLS Workshop for Administrators	September 14, 2022 Branchburg, NJ	Registration Transportation Mileage <u>NO COST</u>	Explore Climate Change strategies & identify resources and programs for support	8/8/22	9/29/22
Lisa Corona	NGSS/NJSLS Workshop for Administrators	September 14, 2022 Branchburg, NJ	Registration Transportation Mileage <u>NO COST</u>	Explore Climate Change strategies & identify resources and programs for support	8/23/22	9/29/22
Rosalind Bartholomew	Middle States Training Sessions: Excellence by Design; Designing our Future	September 15, 2022 Virtual	Registration Transportation Mileage <u>NO COST</u>	Needed to serve on the planning team for Middle States. MSA-CESS Sponsored workshop. Middle States reaccreditation	9/1/22	9/29/22
Matthew Smith	Middle States Training Sessions	September 14, 2022 October 11, 2022 October 21, 2022 Virtual	Registration Transportation Mileage <u>NO COST</u>	Needed to serve on the planning team for Middle States. MSA-CESS Sponsored workshop. Middle States reaccreditation	9/14/22	9/29/22

Randal McCoy	National School Counselor's Day	September 23, 2022		Workshop about Kean's tuition-free programs	9/16/22	9/29/22
		Kean University Union, NJ	<u>NO COST</u>	including the Kean Tuition Promise and Garden State Guarantee.		
Jeanna Martinez	National School Counselor's Day	September 23, 2022 Kean University Union, NJ	<u>NO COST</u>	Workshop about Kean's tuition-free programs including the Kean Tuition Promise and Garden State Guarantee.	9/16/22	9/29/22
Rachel Therres	Archeology of the Self: Sustaining Racial Literacy in the Education of the Arts	September 29, 2022 NJPAC Virtual	<u>NO COST</u>	Workshop for teachers about racial literacy in schools including the ability to read, write about, discuss and interpret situations and events.	9/16/22	9/29/22
N. Deutsch	Yearbook Virtual Workshop	October 6, 2022 Virtual	<u>NO COST</u>	The workshop will provide Yearbook Training to kick off staff success for the generation of the 2022- 2023 yearbook	9/16/22	9/29/22
Tiffani Ellis	NJSCA: The Awe & Wonder of School Counseling	October 7, 2022 Pines Manor, Edison, NJ	Registration \$139.00/person 20-238-100-320-00-00	Implementing RTI in schools. Focusing on student achievement & reduction of the achievement gap	9/15/22	9/29/22
N. Deutsch	NJASC Fall Conference	October 11, 2022 TCNJ Ewing, NJ	Registration \$25.00/person Meals \$11 NEED ACCOUNT #	An annual event focusing on networking, keynote speaker, promoting involvement in State Office for NJASC	9/15/22	9/29/22
Rosalind Bartholomew	MSA – CESS Developing the Plan: Objectives and Action Plans	October 11, 2022 Virtual	NO COST	Workshop to prepare members of the planning team for the Middle States process	9/12/22	9/29/22

Corey Jones	MUJC:	October 11, 2022	Registration \$150.00/person	Workshop and training to	9/22/22	9/29/22
	HIB Law Update	Morris-Union Jointure Commission	20-238-100-320-00-00	provide updates and review changes to Harassment, Intimidation and Bullying Laws		
1817-10-15		New Providence, NJ				
Tiffani Ellis	MUJC: HIB Law Update	October 11, 2022 Morris-Union Jointure Commission	Registration \$150.00/person 20-238-100-320-00-00	Workshop and training to provide updates and review changes to Harassment, Intimidation and Bullying Laws	9/22/22	9/29/22
		New Providence, NJ		1. 1. 1. 1		
Kimberly Simuro	MUJC: HIB Law Update	October 11, 2022 Morris-Union Jointure Commission	Registration \$150.00/person 20-238-100-320-00-00	Workshop and training to provide updates and review changes to Harassment, Intimidation and Bullying Laws	9/22/22	9/29/22
		New Providence, NJ				
Melba Mullins	MUJC: HIB Law Update	October 11, 2022 Morris-Union Jointure Commission New Providence, NJ	Registration \$150.00/person 20-238-100-320-00-00	Workshop and training to provide updates and review changes to Harassment, Intimidation and Bullying Laws	9/22/22	9/29/22
Jeanna Martinez	MUJC:	October 11, 2022	Registration \$150.00/person	Workshop and training to	9/22/22	9/29/22
	HIB Law Update	Morris-Union Jointure Commission	20-238-100-320-00-00	provide updates and review changes to Harassment, Intimidation and Bullying Laws		
N	MUJC:	New Providence, NJ	Dedictration \$150.00/compare	Workshop and training to	9/22/22	9/29/22
Marielis Vazquez	MUJC: HIB Law Update	October 11, 2022 Morris-Union Jointure Commission New Providence, NJ	Registration \$150.00/person 20-238-100-320-00-00	Workshop and training to provide updates and review changes to Harassment, Intimidation and Bullying Laws	9122122	7127122

Daniel Nuzzolo	MUJC:	October 11, 2022	Registration \$150.00/person	Workshop and training to	9/22/22	9/29/22
	HIB Law Update	Morris-Union Jointure Commission	20-238-100-320-00-00	provide updates and review changes to Harassment, Intimidation and Bullying		
		New Providence, NJ		Laws		
P. Patterson-	MUJC:	October 11, 2022	Registration \$150.00/person	Workshop and training to	9/22/22	9/29/22
Zuber	HIB Law Update	Morris-Union Jointure Commission	20-238-100-320-00-00	provide updates and review changes to Harassment, Intimidation and Bullying		
		New Providence, NJ		Laws		
N. Gilmore-Silva	NJPSA Fall Conference	October 12-14, 2022	Registration \$345.00/person \$149.00 /overnight accommodations	NJPSA led workshops on Courageous Leadership, Data Driven Instruction,	8/23/22	9/29/22
		Atlantic City, NJ	\$40 /Meals \$50 /Transportation	Creating Cultures of Collaboration, Collective		
			NEED ACCOUNT #	Purpose of Learning for All, and other material relative to school leadership.		
Maureen	SHAPE NJ – PE	October 17, 2022	Registration \$85.00/one day	National PE Conference	9/22/22	9/29/22
Krzyzanowski	National Conference		NEED ACCOUNT #	provides new & innovative ideas from PE teachers		
		Johnsonburg, NJ		from around the country & standards-aligned curriculum & activities		
				workshops.		
Colleen Mangold	SHAPE NJ – PE National	October 17-18, 2022	Registration \$159.00/ full conference	National PE Conference provides new & innovative	9/15/22	9/29/22
	Conference	Johnsonburg, NJ	NEED ACCOUNT #	ideas from PE teachers from around the country & standards-aligned curriculum & activities		
				workshops.		

Lisa Corona	NJ Science Convention	October 18, 2022	Registration \$180.00/person 20-238-100-320-00-00	Annual Science Convention	9/15/22	9/29/22
		Princeton, NJ				
Rachel Pribish	STANJ Fall Conference	October 18, 2022 Montclair State University Montclair, NJ	<u>NO COST</u>	Speech & Theatre Association of NJ Fall Conference includes workshops on Viewpoints & Devising with Viewpoints	9/15/22	9/29/22
Teresa Tenreiro	Forensic Science Initiative	October 19, 2022 NJIT Campus Newark, NJ	<u>NO COST</u>	Follow-up training to July's PD. Gap Lessons, pacing, & Core lessons needed for FSI Teachers	9/15/22	9/29/22
Keith Tassitano	NJ Science Convention	October 19, 2022 Princeton, NJ	Registration \$188.00/person Transportation \$11.00 20-238-100-320-00-00	Workshops related to climate change, culturally responsive science classroom	9/19/22	9/29/22
Lisa Corona	Annual STEM Leadership Forum	October 20, 2022 NJIT Campus Newark, NJ	<u>NO COST</u>	Networking & learning with STEM educators about Forensic Science: A STEM Curriculum Pathway supporting a partnership with NJIT Forensics Program.	9/12/22	9/29/22
Lois Bohm	2022-2023 Rutger's Speaker Series	October 20, 2022 December 8, 2022 February 23, 2023 April 20, 2023 May 25, 2023 Rutgers Center for Literacy Development Piscataway, NJ	<u>NO COST</u>	Year-long series focusing on different aspects of Literacy	9/12/22	9/29/22

Rosalind	MSA – CESS	October 21, 2022		Workshop detailing what to	9/15/22	9/29/22
Bartholomew	Hosting Your Team		<u>NO COST</u>	expect with a virtual visit &		
		Virtual		how the school can best		
				prepare to host its		
				accreditation visitors.		
Rachel Therres	NJPSA/FEA/NJAS	October 26, 2022	Registration \$150.00	Workshop Exploring NJ	9/21/22	9/29/22
	CD: Empowering		Transportation \$20.00	Visual Art Standards		
	Student Artists	New Jersey	Meals \$20.00			
			NEED ACCOUNT #			
Rachel Therres	NJPSA/FEA: SEL	November 16, 2022	Registration \$75.00	Workshop focusing on	9/21/22	9/29/22
	Arts Education			cultivating conditions for		
		Virtual	NEED ACCOUNT #	Social Emotional Learning		
				and Arts Education		
Marc Aranguren	Vinyl & Laser	December 9, 2022	Registration \$220.00	Digital Design & Operation	9/12/22	9/29/22
	Cutting		Transportation \$35.39	of Vinyl & Laser cutting	1	
		Northern Valley	Mileage \$.56 /mile	machines		
		Curriculum -				S.
			20-238-100-320-00-00			
		Demarest, NJ				
Rebecca Cohen	Demystifying	January 5, 2023	Registration \$220.00	Workshop focusing on the	9/12/22	9/29/22
	Multisensory			introduction of the basics of		
	Reading	Northern Valley	20-271-100-320-00-00	a multisensory approach to		
		Curriculum -		reading		
		Demarest, NJ				
Rebecca Cohen	Fluency: The	February 2, 2023	Registration \$220.00	Workshop on reviewing	9/12/22	9/29/22
	Bridge Between	1122		research on Fluency &		
	Word Recognition	Northern Valley	20-271-100-320-00-00	Development & explore		
	& Fluency	Curriculum -		ways to teach, practice, and		
				promote/fluency skills		
		Demarest, NJ				

N. Deutsch	Advisors Workshop	March 13, 2023 TCNJ, Ewing, NJ	Registration \$30.00 NEED ACCOUNT #	Training and networking with peers. Facilitate building an active NJ Advisor Community.	9/14/22	9/29/22

Special Education Request Related Services/OOD Placements

		ALLE PRACTICAL		
Student	Tuition	Term	Extraordinary Service	Days
			taine the	
9318497998	\$70,870.80	2022-2023		210
		· · · · ·		
8626843399	\$76,558.00	2022-2023		180
			a daya ada	
9058418966	\$86,254,65	2022-2023		180
		a Station of the state		180
	and an and a second sec			180
				180
		2022-2023		180
3509964149	\$82,137.56	2022-2023		180
3177971322	\$44,990.00	2022-2023	speech & language services group services - \$125 individual services - \$160	180
3068248693	\$44,990.00	2022-2023	speech & language services group services - \$125 individual services - \$160	180
6281639343	\$68 442 66	2022-2023		198
3032676876	\$62,476.20	2022-2023		180
3517265060	\$78,903.00	2022-2023		171
				1
	9058418966 1976818895 6732988214 7661720510 6957284797 3509964149 3177971322 3068248693 6281639343 3032676876	Student Tuition 9318497998 \$70,870.80 9318497998 \$70,870.80 8626843399 \$76,558.00 8626843399 \$76,558.00 9058418966 \$86,254.65 1976818895 \$97,544.76 6732988214 \$100,591.25 7661720510 \$73,313.24 6957284797 \$77,031.43 3509964149 \$82,137.56 3177971322 \$44,990.00 3068248693 \$44,990.00 6281639343 \$68,442.66 3032676876 \$62,476.20	Student Tuition Term 9318497998 \$70,870.80 2022-2023 9318497998 \$70,870.80 2022-2023 9318497998 \$76,558.00 2022-2023 8626843399 \$76,558.00 2022-2023 9058418966 \$86,254.65 2022-2023 9058418966 \$86,254.65 2022-2023 6732988214 \$100,591.25 2022-2023 6957284797 \$77,031.43 2022-2023 3509964149 \$82,137.56 2022-2023 3177971322 \$44,990.00 2022-2023 3068248693 \$44,990.00 2022-2023 3068248693 \$68,442.66 2022-2023 3032676876 \$62,476.20 2022-2023	Student Tuition Term Extraordinary Service 9318497998 \$70,870.80 2022-2023

Special Education Request Related Services/OOD Placements

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Motion to accept the recommendation of the Superintendent of Schools to accept funding authorizing expenditures for the 2021-2022 school year in the following amounts:

CARES (ESSER I)	CARES		\$619,619
CARES (ESSER I)	Learning Loss NGO		\$155,890
CRRSA (ESSER II)	CRRSA-ESSER II		\$2,286,171
CRRSA (ESSER II)	CR Learning Acceleration		\$146,714
CRRSA (ESSER II)	CR Mental Health		\$45,000
ARP ESSER	ARP ESSER		\$5,138,021
ARP ESSER	Accelerated Learning Coachi	ng & Educator	\$316,518
ARP ESSER	Evidence Base Summer Lear	ning & Enrichment	\$40,000
ARP ESSER	Beyond the School Day	Activities	\$40,000
ARP ESSER	MTSS Mental Health Suppor	t Staffing	\$88,501

1. 1

Applicant:39 2190 Hillside Township - UnionApplication:ESSER Performance - 00-Cycle:Original Application

ESSER Performance >

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The application has been approved. No more updates will be saved for the application.

Overview	Grants	Details	Details Cont.	Submit
ESSER	State Mandatory ew Set-Aside Use of Funds Expended Use		Mandatory	Mandatory
Allocation Overview			Expended Uses	Planned Uses

ESSER Allocation Overview

1

The Federal government created two categories of ESSER Fund grants: mandatory grants and state set-aside grants. Mandatory grants are those federally required to be made to LEAs based on the LEA's share of funds received under Title I, Part A. New Jersey was given discretion over the allocations of state set-aside grants. Some questions in this report refer to state set-aside grants or mandatory grants. For your reference only, the NJDOE provided the following table to help you distinguish between each category of ESSER grants you received.

The table below provides, for each ESSER fund and grant awarded by the NJDOE, the grant's federal category, the total amount allocated to your school district or entity, and the total amount expended by your school district or entity during the reporting period, i.e. March 13, 2020 to June 30, 2021. The NJDOE determined the amount your school district or entity had expended using approved and paid reimbursement requests as of January 6, 2022 with end period expense dates between March 13, 2020 and June 30, 2021. Expenditures made during this reporting period that have not yet been reimbursed will need to be reported in next year's ESSER Performance Report.

ESSER Fund	Grant Name	Federal Category	Total Allocation	Total Expended
CARES (ESSER I)	CARES	Mandatory	619;619	558,402
		State set- aside		
CARES	DREAMS Grant	State set-		

https://njdoe.mtwgms.org/NJDOEGmsWeb/ApplicationShell.aspx?DisplayName=ESSER Allocation Overview

9/15/22, 10 31 AM

M		(Grant Application	
(ESSER I)		aside		-
CARES (ESSER I)	Learning Loss NGO	State set- aside	155,890	0
CARES (ESSER I)	Digital Divide (applicable only if the NJDOE reimbursed a portion of your grant with CARES money. The total award will reflect the amount paid out from CARES, not your total grant allocation.)	State set- aside		
CRRSA (ESSER II)	CRRSA-ESSER II	Mandatory	2,286,171	0
CRRSA (ESSER II)	CR Learning Acceleration Grant	State set- aside	146,714	0
CRRSA (ESSER II)	CR Mentai Health	State set- aside	45,000	0
CRRSA (ESSER II)	CR Non-Title I	State set- aside		-
ARP ESSER	ARP ESSER	Mandatory	5,138,021	0
ARP ESSER	Accelerated Learning Coaching and Educator Support Grant	State set- aside	316,518	0
ARP ESSER	Evidence- Based Summer Learning and Enrichment Activities Grant	State set- aside	40,000	0
ARP ESSER	Evidence- Based	State set- aside	40,000	0

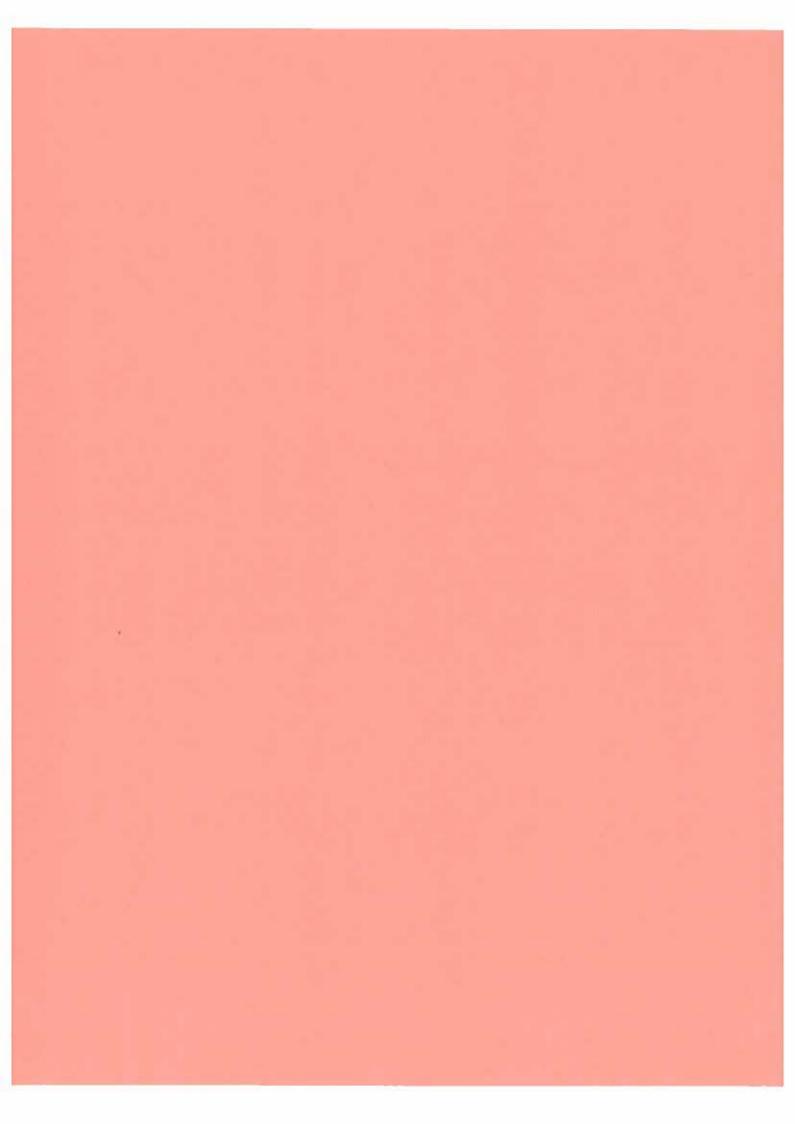
https://njdoe.mtwgms.org/NJDOEGmsWeb/ApplicationShell.aspx?DisplayName=ESSER Allocation Overview

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м			Grant Application	
	Comprehensive Beyond the School Day Activities Grant			
ARP	MTSS Mental Health Support Staffing Grant	State set- aside	88,501	0
ARP ESSER	ARP ESSER Non-Title I Grant	State set- aside		
ARP ESSER	ARP ESSER CARES Reallocation	State set- aside		

PRD 2.0 user ID: DRDAVID392190

New Jersey Department of Education Send Questions to: eweghelp@doe.nj.gov



ED#4-09/22



Clinical Affiliation Agreement

This Agreement is entered into on August 4, 2022 between **Hillside Board** of Education with an address at 1530 Leslie Street, Hillside, New Jersey 07205 (the "Facility") and Kean University located at 1000 Morris Avenue, Union, New Jersey 07083 (the "Kean University"). The Facility and Kean University are also referred to as a "Party" individually and as "Parties" collectively.

WHEREAS, Kean University has approved and established undergraduate and graduate programs in **Occupational Therapy** ("Program"); and

WHEREAS, field work experience is a required and integral component of the Program's curriculum and Kean University desires the cooperation of the Facility in the development and implementation of the field work experience phase of its Program; and

WHEREAS, the Facility desires to participate with Kean University in the development and implementation of fieldwork experience for Kean University Program students (the "Students").

NOW THEREFORE in consideration of the mutual promises hereinafter contained, the Facility and Kean University agree as follows:

1. **TERM.** This Agreement shall commence on <u>September 1, 2022</u> and shall expire on <u>September 1, 2025</u>. This Agreement may be renewed upon the mutual written consent of the Parties.

2. **TERMINATION**

2.1 Either Party has the right to terminate this Agreement on thirty (30) days prior written notice to the other Party in accordance with the notice provisions outlined below. In the event of a breach of any provision of this Agreement by one Party, the other Party shall have the right and option to give the breaching Party written notice. In the event that the breaching Party fails to remedy the breach within thirty (30) days of the receipt of such written notice, the other Party may, at its sole option, terminate this Agreement.

2.2 In the event this Agreement is terminated, it shall remain in effect until the completion of any Program committed to or commenced at the time of such termination, subject to the right of

Page 1 of 7

the Facility to withdraw the Students from the Program as set forth herein.

3. KEAN UNIVERSITY RESPONSIBILITIES. Kean University shall:

3.1 Assume and maintain full responsibility for the planning and execution of the curriculum for its students, including the administration, curriculum content and faculty appointments. All programs will forward the fieldwork requirements to the Facility for their respective students.

3.2 Confirm with Facility that the Students are accepted at the Facility prior to commencement of each clinical experience.

3.3 Ensure that all instructors possess the requisite academic qualifications for their academic roles.

3.4 Provide a clinical assignment schedule of dates for the affiliation periods throughout the academic year.

3.5 Inform its students of the requirement to conform to the rules, regulations and policies of the Facility. These rules, regulations and policies will be available and reviewed with each student by the Facility.

3.6 Inform its Students that they must meet certain health standards as required by the Facility. Information related to Students, required by the Facility for the purpose of this Agreement, including but not limited to educational transcripts, health screenings and background checks will be provided to the Facility by the student upon request. The Program will not maintain copies of such information.

4. **FACILITY RESPONSIBILITIES.** The Facility shall:

4.1 Participate in joint evaluation of the effectiveness of the fieldwork experiences through meetings and/or written evaluations of the students.

4.2 Provide the necessary supplies, facilities and supervision as may be required to ensure quality education for the University's Students.

4.3 Provide an orientation of its facilities, policies and procedures for Students.

4.4 Provide emergency care for Students in case of illness or accident. However, the Facility shall not be responsible for any further care. In no event shall Facility be responsible for a greater amount or degree of care of assistance than it would reasonably provide for its paid employees. The Facility shall notify Kean University promptly of any such occurrence. The Students shall be responsible for payment of any medical expenses incurred.

4.5 Permit Students to utilize its library facilities. Further, the Facility will permit Students and Kean faculty at their own expense to utilize the cafeteria and visitor's parking lots.

4.6 Provide supervision by a qualified individual/s holding appropriate certification /licensure in the area of the clinical training experience.

4.7 Assure that it has measures in place to ensure Students and faculty safety, such as program and institution policies or manuals, instruction on occupational health and safety, incident-reporting processes, harassment prevention policies and procedures, and conflict resolution processes.

4.8 Insure that it has measures in place related to the prevention of the spread of COVID-19 which will be shared with Kean University and the students prior to the start of the fieldwork at the Facility.

5. **MUTUAL OBLIGATIONS.** The Parties mutually agree that:

5.1 The Facility shall retain sole responsibility for all K12 students and their care at all times.

5.2 Responsibility for planning the clinical experience at the Facility will be jointly shared by the Facility's staff and Kean University's instructors, subject at all times to the policies, rules and regulations of the Facility.

5.3 Students may be assigned to any facilities or programs within the Facility's system upon Kean University's consent.

5.4 Student curriculum, attendance and scheduling shall be under the direction of Kean University as long as they do not conflict with the Facility's policies, rules and regulations.

5.5 Students will start their clinical experience as determined by mutual agreement. Minor adjustments in the length of service and the period during which it shall be rendered may be made with the mutual consent of Kean University and the Facility.

5.6 The Facility and Kean University will perform their duties and responsibilities under this Agreement without cost or other financial obligation to the other party.

5.7 Kean University shall withdraw any student from the placement when notified by the Facility that the student is unacceptable to the Facility for the reasons of health, performance, disciplinary issues or other reasonable and lawful causes. Any necessity for such action will be reported immediately to Kean University.

6. **STUDENTS RESPONSIBILITIES.** Kean University shall advise its Students of the following conditions of participation in the Program. Further, Kean University shall advise Students that failure to meet the following conditions shall be grounds for denial of admission to the Program and/or dismissal from the Program:

6.1 Students shall, at all times, follow the rules and regulations established by the Facility. The Facility shall orient the students to applicable rules and regulations.

6.2 The health of all Students assigned to the Facility shall meet the standards required for the Facility's employees. If required by the Facility the student will be asked to provide the Facility with the health screening reports and proof of vaccination.

6.3 Students acknowledge that all information regarding K12 student identity, diagnosis, prognosis, treatment and/or any personal data which comes into the possession of the student is strictly confidential. Students shall not disclose any such information to third parties and will take all steps reasonably necessary to protect the privacy, confidentiality and dignity of any K12 students with whom the students have contact during the Program. The Students will follow all relevant Facility polices for maintaining confidentiality, which shall be made available to the University's students by the Facility.

6.4 Kean University will provide medical documentation of any special physical needs of students participating in the Program.

6.5 Students, at their own expense, shall be required to submit to a criminal background check prior to starting clinical training at the Facility as required by the Facility's criminal background checks procedure. Students whose records show an adverse finding will be subject to review by the Facility. The Facility may reject any Students from the fieldwork experience based upon the information contained in the criminal background check.

7. **REGULATORY COMPLIANCE.** Kean University and the Facility agree that each shall comply with all applicable requirements of municipal, county, state and federal authorities, all applicable municipal and county ordinances and regulations, and all applicable state and federal statutes and regulations now or hereafter in force and effect to the extent that they directly or indirectly bear upon the subject matters of this Agreement. These include, without limitation, the applicable requirements under any State fair employment practices or similar laws declaring discrimination in employment based upon race, color, creed, religion, sex, sexual preference or national origin as illegal and, if applicable, Title VII of the Civil Rights Act of 1964 or any applicable rule or regulation promulgated pursuant to any such laws herein above described.

8. **INSURANCE.** Insurance requirements for Kean University, Facility and Students are as follows:

8.1 <u>Kean University.</u> Kean University is a public higher education institution in the State of New Jersey. Any agreement signed and entered into on behalf of the State of New Jersey is subject to the New Jersey Tort Claims Act, <u>N.J.S.A.</u> 59:1-1 through 59:12-3 and the New Jersey Contractual Liability Act, <u>N.J.S.A.</u> 59:13-1 through 59:13-10 and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligations of the State to be responsible for tort claims against its employees are covered under the terms and conditions of the New Jersey Tort Claims Act. The Act also creates a special fund and provides for payment of claims against the State of New Jersey or against its employees whom the State is obligated to indemnify against tort claims which arise out of the performance of their duties. Claims against the State of New Jersey or its employees arising out of the use of the premises should be referred for handling to the New Jersey Division of Law, Tort Litigation Section, Richard J. Hughes Justice Complex, Trenton, P.O. Box 116, New Jersey 08625. The State of New Jersey self-funds for Workers' Compensation and Disability.

8.2 <u>The Facility</u>. The Facility will provide general liability coverage for itself, its employees, agents and officers, with minimum limits of coverage of \$2,000,000 per occurrence and

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\$4,000,000 in the aggregate. Upon request, the Facility shall provide Kean University with documentation of such insurance coverage.

8.3 <u>Students</u>. Students are required to be covered by professional liability insurance in the amount of \$2,000,000 per occurrence and \$4,000,000 aggregate limits. Upon request, Students or Kean University shall provide the Facility with documentation of such insurance coverage.

9. **INDEPENDENT CONTRACTOR.** Both Facility and Kean University are independent contractors. It is not intended that an employer/employee, joint venture, or partnership agreement be established hereby expressly or by implication between Facility and Kean University. Each of the parties to this Agreement shall continue to be autonomous and shall be governed independently by their respective governing boards and administrations. Neither party hereto, nor their respective employees, shall be construed to be the agent, employees or representative of the other.

10. **CONFIDENTIALITY.** Both Kean University and the Facility shall at all times comply with standards of documentation and confidentiality mandated by state and federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), if applicable, standards of The Joint Commission (TJC) and medical records policies and guidelines established and approved by the Facility, which shall be made available to the University's students.

11. **NO DISCRIMINATION.** Kean University and the Facility mutually agree that no students shall be discriminated against on the basis of race, creed, color, national origin, nationality, ancestry, age, sex/gender, pregnancy, marital status, civil union status, domestic partnership status, familial status, religion, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for service in the Armed Forces of the United States, or disability for the purposes of this Agreement.

12. **NO WAIVER.** The waiver or failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder.

13. **ENTIRE AGREEMENT.** This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties with respect to the services of the Facility or Kean University, and this Agreement contains all the covenants and agreements between the parties with respect to this clinical affiliation agreement. The Parties agree that no oral representations or written representations, other than contained herein, were relied on by the parties, or form additional terms of this Agreement.

14. **MODIFICATION.** The Parties may from time to time request changes to the terms in this Agreement. Such changes shall be valid only if incorporated as a written amendment to this Agreement and executed by the authorized representatives of the Parties.

15. **ASSIGNMENT.** The duties and obligations of each of the parties hereto shall be deemed personal and unique. This Agreement and the duties and obligations of the parties hereunder shall not be assigned to any other person, firm or corporation without the prior written consent of the

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other party.

16. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, including without limitation, the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. The Parties agree that pursuant to the New Jersey Contractual Liability Act, venue and jurisdiction regarding any matter pertaining to this Agreement shall be in the Superior Court of New Jersey, Law Division, and consent to same.

17. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

18. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

To the Facility:

Hillside Board of Education 1530 Leslie Street Hillside, New Jersey 07205

To Kean University:

Kean University 1000 Morris Avenue Union, NJ 07083

19. **PDF SIGNATURES.** Signatures to this Agreement transmitted by facsimile, or electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will have the same effect as physical delivery of the paper document bearing the original signature.

Signature page to follow

CLINICAL AFFILIATION AGREEMENT

IN WITNESS WHEREOF, this Agreement is executed by the duly authorized officers of the Parties.

KEAN UNIVERSITY

By: ______ Christine W. Thorpe, EdD, EdM, CHES Dean, Nathan Weiss Graduate College

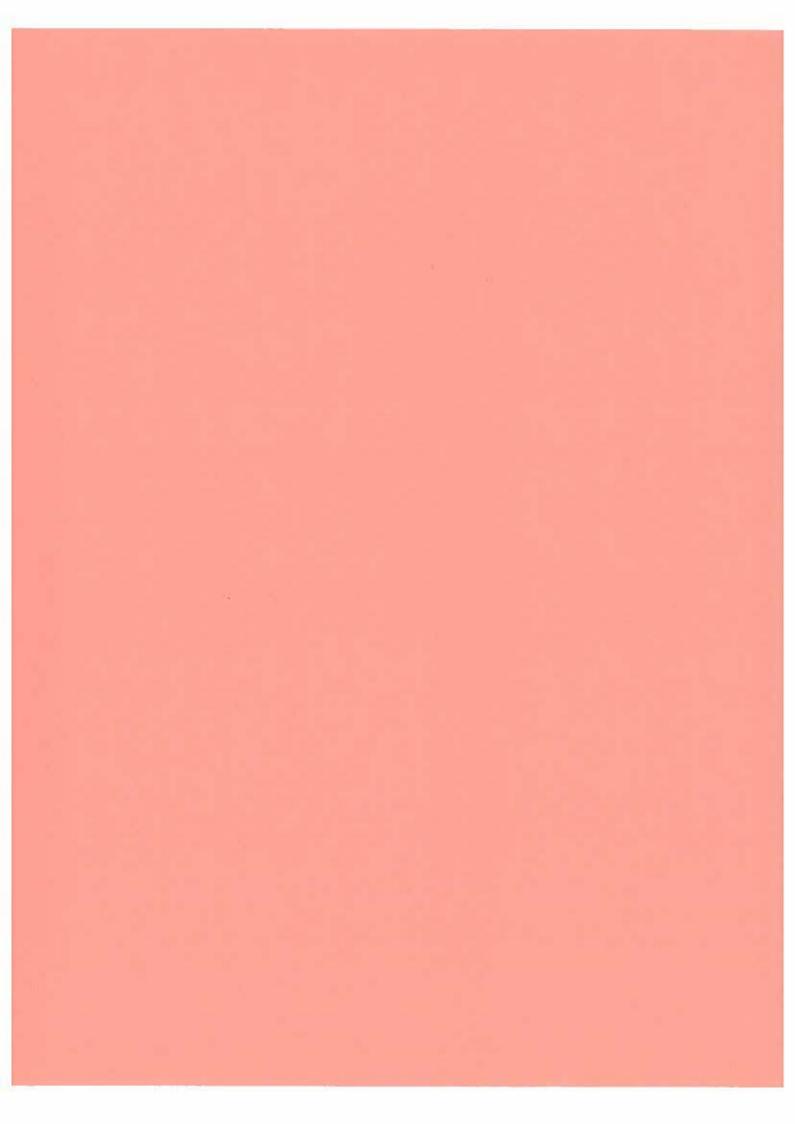
Date: _____

HILLSIDE BOARD OF EDUCATION

By:	Date:	
Name:		
Title:		

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Page 7 of 7



Effective Date:



"One-Time Fee" Agreement (Install Included)

 School:
 Hillside High School

 Address:
 1085 Liberty Ave.

 City, State, Zip:
 Hillside
 New Jersey
 07205

 County:

This One-Time Fee Agreement (our "Agreement") will serve as confirmation of the involvement of <u>Hillside High School</u> ("School") in the NFHS Network School Broadcast Program, powered by PlayOn! Sports, and will outline the terms and conditions of participation with 2080 Media, Inc. d/b/a PlayOn! Sports ("PlayOn"). Upon execution of the Agreement, School and PlayOn (collectively, the Parties) are subject to all of the terms and conditions within the Agreement.

In consideration of a one-time fee of ZERO DOLLARS (\$0) ("One-Time Fee"), PlayOn will provide School with access to wo (2) units of hardware and software ("Pixellot Systems") for School use during the term of this Agreement (but PlayOn will retain title to such items), each of which includes:

- a. Pixellot camera head
- b. Workstation loaded with Pixellot software for recording, encoding, and streaming videos
- c. Cat6 ethernet cables to connect workstation to camera head and provide camera power (1)
- d. Pixellot automated production software for all supported sports; new sports are added as released
- e. Score data device (wired connection) or OCR camera for graphics integration in video (PlayOn to determine)
- f. Protective cabinet for workstation, if needed
- g. Software upgrades (while the Agreement is in effect)
- h. Point-to-point wireless internet base station (if no hard-line internet available at Pixellot venue)

Installation of the Pixellot Systems will be provided by PlayOn

(1) See Installation of Pixellot Systems in Terms and Conditions for additional information

Pricing for the Agreement[†]:

i.

Description	Price	
One-time Fee	\$0	
Extra Accessories (if applicable)		-
TOTAL DUE	\$0	

PlayOn provides the following additional software and services:

- a. A branded School video portal on www.nfhsnetwork.com
- b. PlayOn proprietary software (NFHS Network Console) for the complete management of School-based events including scheduling, event information, and event availability. The cost of the annual software license for the PlayOn Software (Console) is waived as part of the Agreement.
- c. E-commerce platform for customer registration, payment processing and customer service to support the sale of subscriptions to watch School and all other NFHS Network events ("Consumer Subscription Plan")
- d. All back-end technology systems needed to support event distribution via streaming consistent with PlayOn system requirements through the NFHS Network web portal
- e. Standard on-call customer support, account management, training, software updates, software support, and software licenses.

Broadcast Rights and Event Content:

Regular Season Event Broadcasts.

School agrees to live broadcast all regular season sports events at all competition levels in the venue where the Pixellot Systems are installed (i.e., Varsity, Junior Varsity, etc.). School has the right to determine on-demand availability of regular season events through "blackout windows." School also grants PlayOn the right to live broadcast all Postseason Events (as defined herein) in the venue where the Pixellot Systems are installed. School will not permit any third party to stream any regular season sports events that would be deemed competitive with PlayOn's activities; provided that School may allow student-led groups to live broadcast regular season sports events ("School Co-Broadcasts") as part of a broadcast media curriculum program. For the sake of clarity, events selected by School or School Co-Broadcasts will also be broadcasted on the NFHS Network via the Pixellot Systems.

Television Broadcasts. School may allow (at its discretion) third party local television coverage to broadcast regular season events at a School without violating the Agreement. For the sake of clarity, School shall also broadcast via the Pixellot Systems on the NFHS Network any regular season event that is broadcast on linear television by a third party.



Postseason Event Broadcasts. School agrees that the Pixellot Systems will be used to broadcast all State Postseason events via the Pixellot System installed in the venue where the event takes place; provided that State Association is a participating member of the NFHS Network ("NFHS Network State"). State Association rights fees for State Postseason events broadcast via the Pixellot System at School venues will be waived in NFHS Network States. For Schools located in non-NFHS Network States, all broadcasting of State Postseason events must be done within State Association media policies and School is solely required to obtain required permissions and pay any rights fees to the State Association.

<u>Practices</u>. School may use the Pixellot Systems to schedule and record practices for internal use by School. School must manually schedule all practice sessions and events will be marked as "private" and not available for viewing by consumers.

Content Ownership, License, Syndication and Approvals. School hereby grants PlayOn an exclusive, worldwide, fully-paid-up, royaltyfree, sub-licensable (directly or through multiple tiers), transferrable and irrevocable license to reproduce, perform, transform and distribute the content recorded via the Pixellot Systems (the "Content") in any medium (the "Content License"). The Content License is exclusive, except that the School has the right to download School -produced events and upload the Content into a game-film-analysis platform for use by coaches, provided that the Content is not generally available to consumers. Subject to the Content License, the Content is the exclusive property of the School and the School reserves all rights therein.

The Content License includes the right to syndicate the Content, in-part or in-whole, to other distribution platforms. Existing digital sponsorship inventory remains in the Content through all derivative works that incorporate the full-length event. This includes the rights to make DVDs, digital download-to-own files, and highlights. In the event that DVDs or digital download-to-own files are created and made available for sale (at the discretion of School), School will receive a revenue share based on net sales, less fulfillment costs, amounting to 7-1/2% of the net sale price.

School shall be solely responsible for all Content, to secure any and all releases, consents, waivers and other necessary rights from any third parties (including students and, to the extent required by law, their guardians) and complying with all applicable laws, including those regarding collection and distribution of the Content. School agrees that all Content will be suitable for a general viewing audience and will not violate or infringe the rights of any party. At the written request of School, PlayOn will remove School produced events on the School video portal. Parties agree that Pixellot System will not be turned on except for scheduled events and required system maintenance.

Consumer Subscription Platform. All sports events, live and on-demand, require consumers to purchase a subscription pass to be viewed. Non-sports events are set by default to be free for viewers. At School's discretion, School may charge a subscription fee to view non-sports events.

PlayOn retains the right to modify subscription plan offerings, pricing structure, and, during the Term, on-demand event availability. PlayOn will notify school in writing of any such modifications.

<u>School-sold Sponsorships.</u> School may include sponsorship elements within the broadcast of School events in its School video portals. School keeps 100% of all sponsorship sales made by School from local sponsors.

Network Advertising. PlayOn may advertise on any School video portal and within any School broadcast using pre-roll video, video midroll, or overlay ads that appear on the video screen. PlayOn ads will conform to the then-current NFHS Network Commercial Materials Guidelines (the "Guidelines"), a current copy of which is attached as Exhibit B; provided that School shall have the right in its sole discretion to limit or prohibit any advertiser, or any specific advertisement advertised on the School video portal, that is inconsistent with School standards for appropriateness for viewing by the school district's student population.

Third Party Relationships. Any third-party relationships School develops for the purpose of selling advertising, collecting billings or any other such related activity, are the sole right and responsibility of School. PlayOn assumes no responsibility whatsoever for (and shall have no liability for) any third-party relationships School enters into.

<u>Data Privacy</u>. School acknowledges that PlayOn will not have access to any "student information," "directory information," "personallyidentifiable information," student records," "student-generated content" or "education records" (each as defined by the Family Education Rights and Privacy Act of 1974 ("FERPA") and its implementing regulations, other than, to the extent included in the Content as applicable: (a) student images; (b) student names; and (c) any other information provided by School in the format of audio commentary (the "Included Data"). School acknowledges that the Included Data is only included in the Content to the extent permitted by the School and to the extent publicly broadcasted at the event contained within the Content. PlayOn shall not have access to any other information regarding any School students and does not store any information regarding School students that is not Included Content meant for public consumption through the NFHS Network and other customer-facing applications. PlayOn shall be responsible to comply with all applicable laws, including but not limited to FERPA and any state-specific laws regarding Included Data and the collection, storage and distribution thereof, but subject to School's responsibilities under "Content Ownership, License, Syndication and Approvals" set forth above. In furtherance of the foregoing, PlayOn will maintain security procedures and practices designed to protect the Included Data from the unauthorized access, destruction, use, modification or disclosure that comply with FERPA and any state-specific laws, and will notify the School following PlayOn will maintain security procedures and practices designed to protect the Included Data from the unauthorized access, destruction, use, modification or disclosure of Included Data. PlayOn will not use the Included Content for any purpose other than as contemplated by this Agreement and PlayOn will, upon School's written request at any time, permanently delete any Included Content.

To the extent School requires that PlayOn execute any amendment or addendum to this Agreement governing the rights and obligations of Included Data, the Parties agree that this provision shall supersede such amendment or addendum and shall contain the sole obligations of PlayOn with respect to included Data.



<u>Consent to Receive Electronic Communications</u>. During the Term, PlayOn will send updates and alerts related to the Pixellot Systems via SMS text message (the "Notifications") to the individuals listed on the Primary Contact Information chart attached hereto and any other employee or agent of School that School elects to receive the Notifications (together, the "Notification Contacts"). School hereby represents and warrants to PlayOn that the School and each Notification Contact (i) has read PlayOn's privacy policy (found at https://www.nfhsnetwork.com/privacypolicy) and understands the privacy policy, the types of information being collected and PlayOn's use of the information being collected and (ii) expressly consents to receive the Notifications.

Terms and Conditions

1. <u>Term of Contract</u>. This Agreement is effective as of the Effective Date and continues for five (5) complete school years, beginning on the August 1 that follows the Effective Date (the "Initial Term") unless earlier terminated as provided herein.

If School elects to terminate the Agreement at any time before the end of the Initial Term, School shall pay a fee ("Early Termination Fee") to PlayOn in the amount of two thousand-five hundred dollars (\$2,500) per Pixellot System. For the sake of clarity, the total amount due to PlayOn would be calculated by multiplying the number of Pixellot Systems covered by this Agreement by two thousand-five hundred dollars (\$2,500). School acknowledges that the Early Termination Fee is a reasonable estimate of the costs that PlayOn would incur from such early termination.

After the Initial Term, the Agreement will remain in effect until terminated as provided herein (the Initial Term plus any extension thereof being the "Term"). School has the right to terminate this Agreement after the end of the Initial Term by giving written notice of termination to PlayOn a minimum of ninety (90) days before the effective date of the termination. No additional fee will be due if this Agreement is terminated following the Initial Term.

PlayOn may terminate this Agreement and remove the Pixellot Systems immediately if School has breached any provision of this Agreement and failed to cure such breach within 60 days of PlayOn's delivery to School of written notice of the breach; provided that School will take down all equipment and package it appropriately in PlayOn-provided shipping containers. In the event that PlayOn breaches any provision of this agreement and fails to cure within 60 days, School has the right to terminate the Agreement and PlayOn will remove the Pixellot Systems at its own expense.

- 2. Payment Terms. Payment is due thirty (30) days after School receives the Pixellot Systems.
- 3. <u>Internet Connectivity.</u> School must provide sufficient hardline internet connectivity and the required network configurations (provided in Exhibit A) for each Pixellot System to allow live broadcasts. PlayOn will provide the point-to-point wireless internet base station ("Point to Point") when needed to deliver hardline internet connectivity to Pixellot Systems installed in outdoor venues; provided that PlayOn is able to select the make and model of the Point to Point system. In the event that School requests, or requires, a specific Point to Point system that is different from what is provided by PlayOn, then School must provide and install the Point to Point system at its own expense.
- 4. <u>Software License.</u> During the Term of this Agreement, PlayOn grants School a non-exclusive, non-transferable limited license to use the Software to enable the broadcast services under this Agreement. The "Software" consists of the proprietary software of PlayOn used to provide the broadcast services under this Agreement as well as the third-party software included with the Pixellot Systems and any backend software or services required to use the system. The Software may be used solely to schedule, capture, produce, encode, and record Content from School events for distribution to viewers solely on the NFHS Network. School shall have no other rights to the Software and expressly agrees that it shall not copy, reverse engineer, modify, disassemble or decompile any portion of the Software, or use the Software to broadcast events anywhere other than School pages on the NFHS Network video portal (<u>www.nfhsnetwork.com</u>). School agrees that PlayOn or its licensors shall retain any and all right, title, and interest in and to the Software and other rights). Except as otherwise provided by or created by PlayOn (including, but not limited to, all patent, trade secret, copyright, and trademark rights). Except as otherwise provided herein, School agrees not to reproduce the Software or PlayOn's intellectual property. School acknowledges that the Pixellot Systems include embedded software for Pixellot that is subject to additional end-user license agreement terms ("EULA") and School agrees to comply with all such terms. The Pixellot EULA will be provided at the School's request.
- Site Survey Collection. This Agreement provides School with a form to collect information for each School venue at which a Pixellot System will be installed ("Site Information"). Pixellot Systems will not be shipped to School unless all information is filled out completely in the sections: Pixellot Venue Information, and Team-To-Venue Mapping.
- 6. PlayOn Installation of Pixellot Systems. PlayOn will perform the installation of the Pixellot Systems and will coordinate with School to schedule the installation work ("PlayOn Installation"). Additional details about the PlayOn Installation are provided in Exhibit C of this Agreement. PlayOn will provide all required Cat6 ethernet cable required to install and operate the Pixellot Systems; in the event that School requires special cabling for any reason, then special cabling must be provided at the sole expense of School. School agrees that all Internet connectivity requirements have been met prior to the start of the PlayOn Installation and that an administrator with IT responsibilities will be on site (or at minimum, available by phone) during the time when the PlayOn Installations are taking place If School needs to reschedule or cancel a PlayOn Installation, School must provide notice to PlayOn at least 48 hours before originally scheduled installation time. Failure to provide sufficient notice may result in additional charges to School.

School agrees that PlayOn may use its own service providers to perform the PlayOn Installation so long as all such providers meet School requirements for entry to school venues. For the sake of clarity, School agrees that PlayOn is not required to work with any service providers that may be under agreement with School for facilities or IT work.

School agrees to remove, relocate, and reinstall, as appropriate, the Pixellot Systems in the event of construction within any of the venues denoted herein where a Pixellot System is installed.



- <u>Receipt of Goods.</u> Upon delivery of the Pixellot Systems, School will inspect all packages for damage caused by a third-party shipper (e.g. UPS) to all boxes, equipment, and components. School agrees to store all packages in a secure environment prior to the arrival of the PlayOn installer.
- <u>Revenue Sharing.</u> School will receive ten percent (10%) of the Net Revenue ("Revenue Share") for Monthly subscription passes attributed to School's Pixellot System-produced content. "Net Revenue" means gross revenue received from Monthly subscription passes sold through the consumer subscription platform, less technology platform, customer service and e-commerce fees associated with such distribution.

PlayOn will offer "discounted" Annual (12 month) subscription passes for sale on School event pages and on custom School landing pages, meaning the one-time cost of the subscription pass is less than the cost of the Monthly pass times the number of months in the duration of the Annual subscription pass. Annual subscription passes will have a base cost ("Annual Base Cost") and a price point ("Annual Price"), both set by PlayOn. Starting in Year 1, School will receive one hundred percent (100%) of the difference between the Annual Price and the Annual Base Cost.

- 9. <u>Administration of Funds.</u> PlayOn will manage the collection and accounting of all funds received, including the management of refunds. If School produces regular season content on an alternative streaming platform in violation of this Agreement, PlayOn reserves the right to withhold any Revenue Share attributed to School. PlayOn will calculate the funds to be disbursed to School on a quarterly basis on the following dates: October 31st, January 31st, April 30th, and July 31st. Funds will be disbursed to School within 30 days of these dates. Detailed records can be provided for auditing purposes upon request. School must earn a minimum of \$50 in aggregate Revenue Share proceeds within a school year to receive a check.
- 10. <u>Ownership and Return of the Pixellot Systems.</u> PlayOn is providing the Pixellot Systems for School use during the Term in the venues specified herein. School may not move a Pixellot System from where it was installed without the express written consent of PlayOn. PlayOn is not selling the Pixellot Systems to School. The Pixellot Systems will remain PlayOn's property and PlayOn may remove the Pixellot Systems from School if this Agreement terminates for any reason or if School fails, in any nine (9) month period, to create any Content via a Pixellot System for distribution on the NFHS Network. School shall cooperate with PlayOn to facilitate this removal and shall grant PlayOn any required physical access to the Pixellot Systems.
- 11. Maintenance of Units. PlayOn is responsible for the general health and welfare of the Pixellot Systems and will perform online system maintenance of all Software. PlayOn will handle all warranty claims on the equipment with the manufacturer and will provide School with proper containers for any equipment that needs to be returned to PlayOn for service. PlayOn will replace any broken Pixellot Systems during the Initial Term. For purposes of clarification, PlayOn is not obligated to replace any broken Pixellot Systems after the Initial Term. Notwithstanding the foregoing, PlayOn is not obligated to replace any units that are destroyed by vandalism or due to negligence by School.
- 12. Providing of Sports Schedules. School is required, prior to 60 days before the start of a sport season, to provide PlayOn the game schedules (in a mutually acceptable format) for all teams in all sports that occur in the venue where the Pixellot System is installed. PlayOn will be responsible for the initial data entry of all game schedules in the event that School does not elect to do so. In event of a known change of schedule to an event, School will make the required changes.

If School's game schedules are accessible via a third-party platform (e.g. Arbiter, rSchoolToday, etc.), School agrees that PlayOn may collect School's game schedule information directly from that third-party platform, to be used for the sole purpose of scheduling automated event broadcasts on the NFHS Network through School's Pixellot System(s). School will facilitate PlayOn's access to School's game schedule on any such third-party platform.

- 13. <u>Marketing.</u> School agrees that PlayOn may market School's events on third party platforms or websites (e.g. Arbiter, rSchoolToday, MaxPreps, etc.). Event marketing includes, but is not limited to, URL links and display ads.
- 14. Indemnification. Each party (the "Indemnifying Party") shall indemnify, hold harmless, and, at the request of the other party, defend the other party (the "Indemnified Party") from and against any and all losses, liabilities, costs, and expenses including reasonable attorney's fees, in connection with claims brought by a third party against the Indemnified Party established by judgment or alternative resolution award, to the extent arising from (a) any violation of applicable law by the indemnifying party or its employee, agent, or other representative; (b) the gross negligence or willful misconduct in the performance of obligations hereunder by the Indemnifying Party or any employee, agent, or other representative of the Indemnifying Party.
- 15. Indemnification for IP Infringement. PlayOn shall indemnify School against any third-party claim that School's use of the Pixellot Systems infringes the intellectual property rights of a third party with respect to such Pixellot Systems; provided that, PlayOn shall have no obligation under this section with respect to any claim based upon or arising from: (a) modification of the Pixellot Systems in any manner not expressly permitted by PlayOn; (b) any use of the Pixellot Systems outside the scope of the license granted in, or contrary to, the provisions of, this Agreement or the EULA; (C) the combination of the Pixellot Systems with any other service or product not authorized by PlayOn or Pixellot; or (D) broadcasting the Content without a license, right or title to do so.
- 16. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY. THE SERVICES AND SOFTWARE PROVIDED BY PLAYON ARE PROVIDED "AS IS." PLAYON MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT DAMAGES, INCLUDING CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES WHATSOEVER ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RIGHTS OR OBLIGATIONS OF THE PARTIES HEREUNDER WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND WHETHER BASED ON A BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. IN ADDITION, AND NOTWITHSTANDING ANY OTHER



PROVISION IN THE AGREEMENT, PLAYON'S MAXIMUM LIABILITY (FOR ALL CLAIMS IN THE AGGREGATE) TO SCHOOL UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID TO SCHOOL UNDER THIS AGREEMENT. THE LIMITATION IN THE IMMEDIATELY PRECEDING SENTENCE DOES NOT APPLY TO (I) PLAYON'S OR ITS PERSONNEL'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT RESULTING IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH; OR (II) PLAYON'S OBLIGATION TO INDEMNIFY SCHOOL FOR THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

- 17. Relationship of the Parties. Each Party shall have the status of an independent contractor for purposes of this Agreement. This Agreement is not intended to and will not create or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall only be those expressly set forth in this Agreement.
- 18. Assignment. This Agreement may not be assigned by either Party without the prior consent of the non-assigning Party.
- 19. Entire Agreement; Modification. This Agreement constitutes the entire understanding between the parties. It supersedes and replaces any and all previous representations, understandings, and agreement, written or oral, relating to the subject matter. There shall be no oral alteration or modification of this Agreement; the Agreement and its terms may not be modified or changed except in writing, approved and signed by both Parties.
- E-Verify. PlayOn acknowledge that immigration laws require it to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program).
- 21. Proof of Insurance. During the Term, PlayOn shall maintain, and (upon School's written request) provide evidence of, commercial general liability, statutory workers' compensation insurances, and such public liability insurance as is reasonably necessary to protect against claims, losses or judgments that might be occasioned by the negligent acts or omissions of PlayOn, its employees or agents. The general liability insurance shall be at least in the amount of \$1,000,000 per incident and a \$2,000,000 aggregate.
- 22. Governing Law and Venue. This Agreement shall be interpreted in accordance with the substantive and procedural laws of the State in w which the School resides. Any action at law or judicial proceeding instituted for the enforcement of this Agreement shall be instituted only in the state courts of the State and county in which the School resides.
- 23. Counterparts. This Agreement may be executed in counterparts (including by way of facsimile, PDF or other electronic format), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 24. Waiver. The failure of either Party to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies provided by this Agreement, or either party's delay in the exercise of any such rights or remedies, shall not release the other Party from any of its responsibilities or obligations imposed by law or by this Agreement and shall not be deemed a waiver of any right of such Party to insist upon strict performance of this Agreement.
- 25. Compliance with Applicable Laws; Sovereign Immunity. Each Party shall comply with all applicable laws applicable to it with respect to the services being provided under this Agreement, whether or not specifically referenced in this Agreement. Nothing in this Agreement shall be deemed to waive any sovereign immunity, if any, for which the School may benefit.

[Signatures on Next Page]



Complete the information below and fax entire document to 404.920.3199

Date: _____

Signed: Mark hollbey

Mark Rothberg Vice President, School Broadcast Program PlayOn! Sports

Accepted by School:	
Signature:	
Name:	
Title:	
Email:	
School:	
Primary Contact:	
Email:	
Mobile Number:	
Bookkeeper:	
Email:	
Phone Number:	
IT/Network Contact:	
Email:	
Phone Number:	
Facilities Contact:	
Email:	
Phone Number:	

Subscription Revenue Check Made Out to:



PIXELLOT VENUE INFORMATION

Package Shipping Address:	[[]] School Address		Different Address (write below)
	Hillside High School		
	1085 Liberty Ave.		
	Hillside New Jersey 07205		
Does your school have a lift that the NF	HS Network installer can use for installation?		YES []] NO []]

Please fill out the information below for ALL venues where a Pixellot System will be installed.

	Type of venue (select from drop-down)	Name of venue (e.g. Aux Gym, Soccer Field)	Indoor/Outdoor	Scoreboard Type	Hard-line internet connection available at venue?
1	Gym		Indoor	Select	
2	Field		Outdoor	Select	Select
3	1				
4					
5					
6	-				

[Agreement Continues on Next Page]



TEAM-TO-VENUE MAPPING

Are your regular season athletic schedules available through one or more of these partners? Check all that apply:

Arbiter	Dragonfly	rSchoolToday	Maxpreps	
Home Campus	Rank One	None of the above	Other	([])

I have read the above and checked all boxes that apply [

Use the tables below to indicate which sports teams play at each Pixellot venue (check all that apply). Please fill out for ALL Pixellot venues.

		Varsity	٧L	Soph	Fresh	Middle
VENUE:	Select					
	Select					
	Select					
	Select					
	Other					
	Other					

		Varsity	JV	Soph	Fresh	Middle
VENUE:	Select					
	Select					
	Select					
	Select					

	Varsity	٨٢	Soph	Fresh	Middle
VENUE:					