LAKEWOOD BOARD OF EDUCATION
LAKEWOOD PUBLIC SCHOOLS
LAKEWOOD, NEW JERSEY

PUBLIC MEETING – 7:30 P.M. **WEDNESDAY, MARCH 24, 2021**
REGULAR MEETING – LIVE-STREAMED **THROUGH DISTRICT WEBSITE**
PUBLIC QUESTION– 6:30 P.M. TO 7:30 P.M.
(EMAILED TO: boemeeting@lakewoodpiners.org,**)**
(by dialing 732.839.3003 ID # 776-382-8466)
(or by joining the Board of Education Zoom Meeting)

AGENDA

I. **PLEDGE OF ALLEGIANCE** – Kevin Campbell, Assistant Business Administrator/Board Secretary

At 6:37pm, Kevin Campbell, Assistant Business Administrator/Board Secretary called the meeting to order. Mr. Campbell read the Sunshine Law and Roll Call.

SUNSHINE LAW

Pursuant to the provisions of Chapter 231, of the Laws of 1976 (THE OPEN PUBLIC MEETINGS ACT), Mr. Campbell notified the public that notice of the date, time, location and agenda of this meeting, to the extent known, was provided at least forty-eight (48) hours prior to the commencement of this meeting in the following manner:

1. By posting such notice on the public announcement board of the Lakewood Board of Education Offices, and the Lakewood Township Municipal Building.
2. By e-mailing such notice to the office of the Asbury Park Press and the Lakewood Scoop.
3. By filing such notice with the Board Secretary.
4. By mailing such notice to all individuals who requested and paid for a copy of same.

BOARD MEMBERSHIP

Mr. Moshe Bender
Mrs. Ada Gonzalez
Mr. Meir Grunhut
Mr. Chanina Nakdimen
Mr. Moshe Raitzik
Mr. Heriberto Rodriguez
Mr. Shlomie Stern
Mr. Bentzion Treisser
Mr. Isaac Zlatkin

SUPPORT PERSONNEL
Mrs. Laura A. Winters, Superintendent
Mr. Kevin Campbell, Assistant Business Administrator/Board Secretary
Mr. Robert S. Finger, Coordinator of Fiscal Services
Mr. David Shafter, State Monitor
Mr. Michael I. Inzelbuch, Esq., General Counsel

II. ROLL CALL

Board Members Present:
Mrs. Ada Gonzalez
Mr. Meir Grunhut
Mr. Moshe Raitzik
Mr. Chanina Nakdimen
Mr. Moshe Bender
Mr. Shlomie Stern

Board Members Absent:
Mr. Heriberto Rodriguez (Arrived at 6:42pm)
Mr. Bentzion Treisser
Mr. Isaac Zlatkin

Also Attending:
Mrs. Laura Winters, Superintendent
Mr. Kevin Campbell, Assistant Business Administrator/Board Secretary
Mr. Robert S. Finger, Coordinator of Fiscal Service
Mr. David Shafter, State Monitor
Mr. Michael I. Inzelbuch, Esq., General Counsel
Mr. James Korwan, Court Reporter
Mr. James Trischitta, IT Director
Mrs. Ana Faone, Translator and Parent Liaison
Mrs. Diane Piasentini, Purchasing Manager
Mrs. Deborah Zarro, Executive Administrative Professional
Mrs. Omaida Segui, Executive Administrative Professional

III. EXECUTIVE SESSION - RESOLUTION

BE IT RESOLVED by the Lakewood Township Board of Education that:

1. It does hereby determine that it is necessary to meet in Executive Session to discuss matters of personnel, involving specific individuals, negotiations, anticipated litigation and/or alleged incidents of Harassment, Intimidation and Bullying (HIB).

2. These matters will be made public when the need for confidentiality no longer exists.

3. The time that the Board anticipated to be in Executive Session is TBD.

At 6:39pm Mrs. Gonzalez motioned to go into Executive Session and Mr. Raitzik seconded the motion.

MOTION TO GO INTO EXECUTIVE SESSION (passed)
Motion: Mrs. Gonzalez **Second:** Mr. Raitzik
5 Ayes: Mrs. Ada Gonzalez, Mr. Meir Grunhut, Mr. Chanina Nakdimen, Mr. Moshe Bender, Mr. Shlomie Stern,
0 Nays:
0 Abstained:
3 Absent: Mr. Bentzion Treisser, Mr. Isaac Zlatkin, Mr. Heriberto Rodriguez

At 7:57pm Mr. Stern motioned to go into Public Session and Mr. Nakdimen seconded the motion.

MOTION TO GO INTO PUBLIC SESSION (passed)
Motion: Mr. Stern **Second:** Mr. Nakdimen
6 Ayes: Mrs. Ada Gonzalez, Mr. Meir Grunhut, Mr. Chanina Nakdimen, Mr. Moshe Bender, Mr. Shlomie Stern, Mr. Bentzion Treisser
0 Nays:
0 Abstained:
2 Absent: Mr. Heriberto Rodriguez, Mr. Isaac Zlatkin

Kevin Campbell, Assistant Business Administrator/Board Secretary reopened the Public Meeting. Mr. Campbell reread the Sunshine Law and did Roll Call.

IV. ROLL CALL

Board Members Present:

Mrs. Ada Gonzalez
Mr. Meir Grunhut
Mr. Chanina Nakdimen
Mr. Bentzion Treisser (Arrived at 7:47pm)
Mr. Heriberto Rodriguez
Mr. Moshe Bender
Mr. Shlomie Stern

Board Members Absent: Mr. Isaac Zlatkin

ALSO ATTENDING:

Mrs. Laura A. Winters, Superintendent
Mr. Kevin Campbell, Assistant Business Administrator/Board Secretary
Mr. Robert S. Finger, Coordinator of Fiscal Services
Mr. David Shafter, State Monitor
Mr. Michael I. Inzelbuch, Esq., General Counsel
Mr. James Korwan, Court Reporter
Mr. James Trischitta, IT Director
Mrs. Ana Faone, Translator and Parent Liaison
Mrs. Diane Piasentini, Purchasing Manager
Mrs. Deborah Zarro, Executive Administrative Professional
Mrs. Omaida Segui, Executive Administrative Professional

V. **PRESENTATIONS**: None at this meeting

VI. **MINUTES:** Executive and Public Meeting Minutes- March 17, 2021

VII. **COMMITTEE REPORTS:** None at this meeting

VIII. **CORRESPONDENCE AND COMMUNICATIONS:** None at this meeting

IX. **RECOGNITION OF THE PUBLIC:**
1. Paul D'Ambrosio, Executive Editor of the Asbury Park Press
2. Moment of Silence- Irene Miccio
3. Andrew Meehan

STATEMENT BY BOARD PRESIDENT

Pursuant to Board Policy 0164, Roberts' Rules of Order shall govern the Board of Education in its deliberations and in the conduct of its meetings. As such, all comments from the public and from other members of the Board should be directed to the Board President who is responsible for presiding over the meeting.

Anyone who desires to ask a question must email to boemeeting@lakewoodpiners.org, between 6:30 p.m. to 7:30 p.m. the evening of the meeting, and provide their proper name, full address and the question. Comments will also be received at 7:30 p.m. by dialing (732) 839-3003 ID 776-382-8466# or by joining the Board of Education Zoom Meeting. The Zoom Meeting Link will be posted on the District's website by 7:15 p.m. for anyone wanting to make a public comment; your **video** must be turned on. If you do not have video, you must call the audio phone line.

The President shall direct all inquiries or comments to the appropriate Administrator or Board member for response, as appropriate. The law requires a period of public comment at our meetings, not a question or answer session or debate. The board president at his discretion

may or may not feel it is appropriate to answer questions raised during the public comment period. The board and administration do take all public comments seriously and consider them when conducting business.

The President may interrupt, warn, or terminate a participant's statement when the statement is too lengthy, abusive or obscene. In addition, Security Personnel may direct any individual to leave the meeting when that person does not observe reasonable decorum, whether the person is at the microphone or at any other place in the meeting room. New Jersey law makes it a crime for any person to intentionally disrupt a public meeting. Law enforcement will be contacted if a person disrupts the meeting and fails to desist after being directed to do so.

Finally, we ask that you silence all electronic devices.

X. REPORTS AND RECOMMENDATIONS OF THE BUSINESS ADMINISTRATOR/ BOARD SECRETARY:

A. Approve the attached budgetary line item Transfers for January, 2021 and February, 2021.

B. Acceptance of the Treasurer and Board Secretary Reports for January 2021 and February 2021.

C. Certification of No Over Expenditures: Pursuant to N.J.A.C. 6A:23A-16.10, I, Kevin Campbell Assistant Business Administrator/ Board Secretary, certify that as of January 31, 2021 and February 28, 2021 no budgetary line item account has obligations and payments which in total exceed the amount appropriated by the District Board of Education pursuant to N.J.S.A.18A:22-8 and 18A:22-8.1, and that the District financial accounts have been reconciled and are in balance.

Kevin Campbell	March 24, 2021
Assistant Business Administrator/ Board Secretary	Date

D. Approval of Bills List for the **Warrant** Account for March 24, 2021 in the amount of **$13,728,825.61.**

E. Approval of Bills List for **Cafeteria** Account for March 24, 2021 in the amount of **$1,253,203.42.**

F. Approval of Bills List for **Referendum** Account for March 24, 2021 in the amount of **$11,240.00.**

G. Approval of Payroll and Board Share of Fica/Medi and DCRP for:

- February 24, 2021 in the amount of $2,690,321.55.

- March 11, 2021 in the amount of $2,640,421.04.

H. Approval of payment of New Jersey State Health Benefits for January, 2021 in the amount of $1,549,002.65.

I. Transportation Items:

1. Correction to 1/6/21 Agenda Item #2 **RFQ T31-2021** Route VM1. Due to a change in virtual schedule increase amount of days from 46 to 71. Total as follows:

CONTRACTOR	ROUTE COST	INC/DECREASE	AIDE	#OF DAYS	TOTAL	AWARD
A2Z	$99.00	$1.00	N/A	71	$ 7,029.00	AWARD
HARTNETT	$107.90	$1.00	N/A	71	$ 7,660.90	
SCHOOLBOUND	$100.00	$0.01	N/A	71	$ 7,100.00	
D.A.G.	$135.00	$0.01	N/A	71	$ 9,585.00	

2. Move to approve School Bound Transportation for the amount of $150.00 for the transportation of student ID #918680 from Clifton Ave Grade school to home on 3/12/21 requested by *Superintendents* office.

3. Correction to 8/26/20 agenda item #12 **Bid T09-2021** Route Alpha1 awarded to Klarr Transportation to add a new 1:1 aide for student ID# 919860 to be implemented on 3/22/21 at an additional cost of $54.00 per day for a total of 62 days for a total cost of $3,348.00.

4. Move to record and award **RFQ-T37-2021** received on 3/19/21 at 9:00 am as follows:

VENDOR	**DAG TRANSPORT**						AWARD
	Rte Cost	Inc/Dec	Aide	TTL	x Days	TOTAL	
HOMEES14	$129.00	$0.01	N/A	$129.00	62	$7,998.00	AWARD
HOMEES15	$127.00	$0.01	N/A	$127.00	62	$7,874.00	AWARD

J. Approve File Bank, an Educational Data approved vendor Bid # 9172, for document management services for the 2021-2022 school year at a cost of $53,444.71 (11-000-251-340-00-0000).

K. Approve the purchase of a 2020 Chevrolet Express RWD Cargo Van from Mall Chevrolet, Inc., State Contract #A88213-Line 5, for use in the district warehouse for deliveries of goods at a cost of $22,127.50 (12-000-261-732-00-0000).

L. Approve the First Amendment to Agreement to Provide Fixed Rate Insured Prescription Drug Management Services between Benecard Services, LLC and the Lakewood Board of Education effective January 1, 2021 to December 31, 2021 with no change in current program charges and the addition of NJ Educators Health Plan as follows:

PLAN	DIRECT 10 & 15	NJ EHP
Single	$210.67	$191.45
Employee & Spouse	$421.35	$382.48
Employee & Child(ren)	$347.62	$316.69
Family	$558.28	$509.00

M. Approve the sale of Vehicle #202, 2014 Dodge Grand Caravan VIN # 2C4RDGBG2ER167794 currently used in the District mailroom for local deliveries.

N. Approve Melvin L. Wyns, Educational Consultant in the area of School Finance, to provide consulting services to the Lakewood Board of Education, at a rate of $250.00 per hour, not to exceed $10,000, for the 2020-2021 school year to be paid through budget account #11-000-230-339-00-0000.

O. Request permission to advertise using the Competitive Contract method of Procurement for the purchase of the following goods and/or services for the 2021/2022 school year pursuant to NJSA 18A:18A-4.3:

- Universal Screening/Reading Intervention Program
- Math Diagnostics and Computerized Intervention
- Social Skills & Behavioral Support Professional Development
- Non Public Title I/Stem Instruction
- Professional Development on the Science of Reading and its Ramification for Instruction

P. Approve EI Associates, Architect of Record awarded via RFP 04-1718 for Professional Architectural and Engineering Services for Lakewood Middle School Cafeteria Addition Project at the following costs charged to Food Service Account Funding pending approval from the NJ Department of Agriculture:

Phase I-Schematic Design and NJDOE Submission	$4,000
Phase II-Contract Document Phase	$87,600
Phase III-Bidding and Construction Administration Phase	$30,180
Localized Site Survey	$3,000
Geotechnical Report	$5,000
Reimbursable Expenses	TBD

Q. Approve EI Associates, Architect of Record awarded via RFP 04-1718 for Professional Architectural and Engineering Services for COVID-19 HVAC Upgrades to address concerns and to improve indoor air quality by proposing to install Needlepoint Bipolar Ionization Devices within the existing mechanical systems at a cost of $17,500 plus reimbursables paid by using ESSER II funding.

R. Approve the MetLife Dental Plan Renewal as of July 1, 2021 thru June 30, 2022 with a reduction in premium of **-5.0%** for a cost of **$1,377,201.84** (11-000-291-270-00-0300).

S. Move to record and award Competitive Contract **CC 10-2021** for Nonpublic School Kosher Tablets. One response was received from Kosher Cell, Inc. and the response was reviewed and scored by an Evaluation Committee as follows:

Kosher Cell Inc.	**Technical**	**Management**	**Cost**	
	Max Pts 30	Max Pts 30	Max Pt. 40	$480 per unit
Scorer #1	10	10	40	
Scorer #2	10	10	40	
Scorer #3	20	10	40	
Average Score	13.34	10	40	
			Total Score	**73.34 points**

*Complete Report can be viewed on the District Website.

Approve Kosher Cell, Inc. to supply Nonpublic Kosher Tablets preloaded with the proper license and software until June 30, 2021 at a cost of $480 per tablet. The license can be extended for two additional years for an additional cost of $100 per tablet paid thru the Nonpublic Technology Grant based on each schools available allocation and need for this item.

T. Approved the SEMI Corrective Action Plan pursuant to N.J.A.C.6A:-5.3(f) for the fiscal year ending June 2020.

XI. REPORTS AND RECOMMENDATIONS OF SUPERINTENDENT:

A. Superintendent Items

1. Approve the Second Reading of the following Policies and/or Regulations:

- Policy- 0145- Board Member Resignation and Removal
- Policy- 1643- Family Leave
- Policy- 5330.1- Administration of Medical Cannabis
- Regulation- 5330.1- Administration of Medical Cannabis
- Policy- 7425- Lead Testing of Water in Schools

2. Approve the following Pandemic Response Teams at the cost of $40.00 for certificated staff member and $20.00 per hour for non-certificated staff when meeting after contracted school hours, not to include mandatory weekly Monday professional development days; to be paid through CARES budget account #20-477-200-100-29-2520.

Clifton Avenue School

Staff Member	Position
Deborah Meabe	Principal
Tobree Mostel	Assistant Principal
Tracy Brenman	2nd Grade Teacher
Nicole Dahrouge	3rd Grade Teacher
Marisa Moses	4th Grade Teacher
Meghan Leahy	5th Grade Teacher
Cammie Powell	Administrative Secretary
Jon Wudzki	Special Subject Area
Tracy Paolantonio	Subject Area Supervisor
Arlene Neppel	Nurse
Gary Richmond	School Safety Person
Corinne Hoffman	Member of the Health

	& Safety Team
Marilyn	Custodian
Jennifer Bunnell	Parent
Maria Rojas	Parent
Emilia Cuzco	Parent Liaison

Ella G. Clarke

Staff Member	Position
Ebony Rivera	Principal
Magdalis Jones	Assistant Principal
Meghan Dineen	2nd Grade Teacher
Todd Pizzella	3rd Grade Teacher
Alyson Szczygiel	4th Grade Teacher
Dena Stuart	5th Grade Teacher
Sharon Esposito	Paraprofessional
Tara Napolitano	Guidance Counselor
Kevin Walters	Subject Area Supervisor
Marian Salameh	Nurse
Jonathan Jones	School Safety Person
Lisa Moody	Member of the Health & Safety Team
Angel Maldonado	Custodian
Michelle Denisewics	Parents
Lephante Williamson	Parent

Lakewood Early Childhood Center

Staff Member	Position
Heni Mozes	Supervisor
Sara Garfunkel	Supervisor
Kim Mylod	Teacher
Laura Choffey	Teacher
Jennifer Scudieri Iafelice	Teacher
Rachel Brachfeld	Teacher
Deidre Krok	Social Worker
Rochel Lazewnick	Master Teacher
Lindsey Chirichello	Master Teacher
Shainy Schloss	Master Teacher
Corinne Schacht	Nurse
Steven Majorossy	Security
Don Mitchell	Security

Eileen Romano	Member of Health & Safety
Luisa Jesus Cortez	Custodian
Amanda Watson	Custodian
Lauren Sanger	Parent

Lakewood High School

Staff Name	Position
Debra A. Long	Principal
Annette Maldonado	Assistant Principal
Maria Byrd	Guidance Counselor
Barbara Puglisi	Nurse
Gissela Malgeri	World Language
Tanya Lees	Social Studies
Michael Francia	Visual and Performing Arts
Nandieta Itwaru	Special Education
Melissa Borowicki	Math
Valerie Hutchison-Daniluk	Science
Amy Mann	English
Eileen Heilman	Business
Nancy Kwicinski	Physical Education
Quincy Hendryx	Security
Josefa Asad	Parent Liaison

Lakewood Middle School

Staff Member	Position
Richard Goldstein	Principal
Deborah Rolston	Assistant Principal
Jessica Stone	6th Grade
Sarah Johnson	7th Grade
Colleen Giaconia	8th Grade
Elyssa Greene	Guidance Counselor
Kevin Walters	Subject Area Supervisor
Myra Pomponio	Nurse
Deborah Rolston	School Safety Person
Richard Goldstein	School Safety Person
Robyn Oliver	Member of the Health & Safety Team
Jonathan Desante	Custodian

Oak Street School

Staff Member	Position
Joseph Schroepfer	Principal
Owen Bonner	Assistant Principal
Holly Buray	Grade 2
Andrea Carini	Grade 3
Dana Crewe	Grade 4
Kristin Fogarty	Grade 5/School Safety Team
Jaylin Burzon	Guidance Counselor
Devorie Starshefsky	Subject Area Supervisor
Adriana McCabe	Nurse
Kim Gold	Health and Safety Team
Evelyn Ruiz	Custodian
Leighann Newman	Parent

Piner Elementary School

Staff Member	Position
Marcy Marshall	Principal
Douglas Riley	Assistant Principal
Rachael Liebhauser	School Counselor
Tara DeFalco	Pre K rep
Melissa Gargulinksi	Pre K rep
Denise Hinton	K rep
Matthew Faas	1st grade rep
Tova Feifer	K-2 Supervisor
Christine Gayda	School Nurse
Gerard Gallo	Security Specialist
Raymond Mann	SST rep
Mike Tilton	Custodian
Yasmin Gonzalez	Parent

Spruce Street School

Staff Member	Position
Aleida Salguero	Principal
Ana Carey	Tier 3 Bilingual Teacher
Stacy Moses	Gen Ed Teacher
Marli Heagele	Special Ed PreK
Eileen Maley	School Nurse

Sharon Sanchez	Counselor
Debra Decker	LEA Rep & Health & Safety Team
Gabriel Fernandez	Custodian
Jeanette Rodriguez	Parent Liaison
Kevin Walter	Subject Area Supervisor
Tjarks Bridget	K Self-Contained Teacher
Elsa Mena	K Tier One Bilingual
Christine MacConnell	K SEI Teacher
Suzette Kelly	K Tier 3 Bilingual Teacher

3. Approve the following staff members to provide AP Prep at the high school beginning Monday, March 1, 2021 through April 23, 2021 for 3 hours/week $40.00/hour, not to exceed $2,900.00, to be paid through account #15-401-100-100-03-00033.

    - Hadley, Michael

4. Approve a $1,000 donation given to Lakewood High School for the Culture and Climate Committee, by an anonymous donor.

5. Approve Baila Salb to revise the Geometry curriculum and create supplemental resources for Lakewood High School at $40.00/hour, not to exceed 40 hours to be paid through budget account #11-000-221-104-00-0000.

6. Approve the New Jersey High School Voter Registration Law Annual Statement of Assurance for the 2020-2021 school year.

7. Approve Valerie Daniluk to replace T. Blake Fabian (on the November 23, 2020 Board Agenda) to provide after school tutoring (Science) at the high school beginning Tuesday, April 6, 2021 until June 10, 2020 for 1.5 hours/day at $40.00/hour to be paid through budget account #15-421-100-101-03-0003.

8. Approve Massery PT LLC to provide virtual professional development on Sept 2, 2021 on " Breathing, Talking and Postural Control: Why is this relationship so important for School Based Therapists (PT, OT, ST) to Understand?" at a cost of $3,400.00 to be paid from budget account #11-000-216-610-15-0015.

9. Approve Meredith Alvaro, from Staff Development Workshops to conduct training for the Literacy Coaches and K-2 ELA Department Supervisor on How to Revise the Writing Curriculum Resources to Enhance Student Progress, on May 11, 2021, May 25, 2021 and June 10, 2021. At a cost of

$1,700.00 per training, not to exceed $5,100.00; to be paid through budget account #20-270-200-300-15-0015.

10. Approve Lindsay McLaughlin and Kristen Rex to work on refining and enhancing the K-2 ELA Curriculum, beginning June 25, 2021 through August 31, 2021, at a rate of $40.00 per hour, not to exceed a maximum of 100 hours and $4,000.00 per person to be paid through budget account #11-000-221-104-00-0000.

11. Approve OSS Interventionist Stephen Bukowinski to attend two (2) online workshops for Dyslexia training to be completed during the month of March sponsored by Stockton College and SRI & ETTC at a cost of $106.00 each not to exceed total cost of $212.00 to be paid through budget account #20-270-200-500-15-0015.

12. Approve the amendment for the Perkins Grant in the amount of $415,577.00.

13. Approve the following teacher for Afternoon Bus Duty during the 2020 - 2021 School Year at a rate of $40.00 per hour; pay will be based on 15 minute increments.

    - Michael Triano

14. Approve the following Paraprofessional for Afternoon Bus Duty during the 2020 - 2021 School Year at a rate of $20.00 per hour. Pay will be based on 15 minute increments.

    - Heba Saad

15. Approve Melissa Capistran as a temporary bilingual secretary at Piner, effective March 25, 2021 through June 30, 2021, from 8:00am-8:30am and 3:00pm to 4:00pm, for a maximum of 8 hours per week, at a rate of $20.00 per hour. All secretary hours will be performed before or after the normal work day.

16. Approve Dr. Thao Tran from Staff Development Workshops present a three part "World Language Teaching Strategies" webinar series to K-12 world language teachers not to exceed $3,400.00 (total cost) to be paid through budget account #20-270-200-300-29-2520-000. (Correction from 2/24/2021 Agenda)

17. Approve VOIP Networks to supply the district with a Cloud9 Addendum, Mitel Revolution SLED Bundle notification system at a cost of $8,400.00 for

the coverage period of 1/31/2021 to 1/31/2022; to be paid through budget account #11.000.230.339.00.0000.

18. Approve VOIP to supply cloud services for the district for April, May and June 2021 at a total cost of approximately $10,000.00. Bill would be paid on a monthly basis and charged to budget accounts #11.000.230.530.15.0015, 15.190.100.500.03.0003, 15.190.100.500.04.0004, 15.190.100.500.04.0005, 15.190.100.500.06.0006, 15.190.100.500.07.0007, 15.190.100.500.09.0009 and 15.190.100.500.10.0010.

19. Approve the 2020-2021 tuition costs for the following out-of-district placements to be paid through budget account #11-000-100-566-00-0000 and #11-000-100-566-00-0001. Subject to review by General Counsel; moreover, no payments will be made more than 30 days in advance unless and until the Administration provides a written rationale as to the basis for same and the Board specifically approves same at a Board meeting. In addition, as to the New Jersey Department of Education Mandated Tuition Contract, Page 10, Paragraph "A." (and/or anywhere delineated in the Contract) "any and all monies owed, if any, by the district to the approved private school(s) shall be paid throughout the 2022-2023 school year provided there are no applicable Audit findings, applicable with State law , provided there are available funds, and shall be paid throughout the 2022-2023 school year." Subject to a valid and current IEP.

Number	Placement	Per Diem/ Monthly/Yearly Rate	Aide Per Diem/ Monthly/Yearly Rate	Billable Days/ Months	Start Date
933841	Center for Education	$324.44	$122.00	88 days	02/03/2021-06/30/2021
933807	Center for Education	$324.44		83 days	02/10/2021-06/30/2021
912889	Children's Center of Monmouth County	$324.34		68 days	03/04/2021-06/30/2021
907016	Coastal Learning	$309.60	$160.00	79 days	02/22/2021-06/30/2021
909027	Collier	$347.00		68 days	03/10/2021-06/30/2021
916421	New Road School	$308.17		180 days	09/01/2020-06/30/2021
934001	SCHI	$606.89	$166.66	69 days	03/03/2021-06/30/2021
934763	SCHI	$606.89	$166.66	66 days	03/08/2021-

					06/30/2021

20. Approve NJ Commission for the Blind and Visually Impaired to service the following students for the 2020-2021 school year to be paid through budget account # 11-000-216-320-00-0000.

Number	Placement	Rate	Start Date
909587	Commission For The Blind and Visually Impaired	$1,123.00	01/20/2021-06/30/2021

21. **Be it Hereby Resolved,** that the Board of Education approves the settlement in the matter of *E.P and F.P. o/b/o C.P. v. Lakewood Twp. BOE, OAL Docket No.: EDS 10861-2020, Agency Ref No. : 2021-32225;* Student continues to be Eligible for Special Education and Related services as Multiply Disabled. Settlement for the school year September 2020 through August 2022 (Include 6 weeks ESY 2021 and 2022). District will reimburse parents or pay directly for the following: (parent's choice); One to One Aide (provided the aide is fingerprinted or has an application to be fingerprinted and has a high school diploma) at a rate not to exceed $3,000/month, not to exceed $30,000 per school year and $3,000 for ESY 2021 and 2022. Related services based on most current IEP dated (12/21/20) Physical Therapy (3/week x 45 minutes ($80/hour); Speech Therapy (3/week x 25 minutes (the District rate of $70/hour); Occupational Therapy (4/week x 30 minutes @ District rate of $70/hour); Feeding Therapy (2/week x 30 minutes (the District rate $100/hr.); NO Tuition. NO IEP. NO Stay Put. NO specialized transportation. NO parent contract. NO reimbursement for attorney fees or any costs or transportation. All providers must be NJDOE certified and must provide documentation in accordance with the request of the District's Business Office and the Office of Special Services. **(Student 918321)**

22. **Be it Hereby Resolved** that in the student matter captioned *C.W. & I.W. o/b/o A.W. v the Lakewood Board of Education, OAL Docket No.: EDS 11284-2020S; Agency Ref No.: 2021-32303* subject to OAL Approval, pending IEP; the Board of Education approve the Settlement Agreement at Tree of Knowledge, Miami, Florida from the school year commencing (due to COVID 19) August 23, 2020 through June 30, 2022 Tuition $35,000.00; no aide will be paid nor reimbursed for and related services will be paid for that will be delineated in the IEP. ESY program to be provided per recommendation of IEP. For ESY 2021 and 2022, the specific program and placement to be decided at a meeting to be held in the Spring of 2021 and 2022. All parties reserve all rights as to ESY. As to any related services – parents will need to apply to their insurance company to receive the same and upon written denial, will seek District payment in accordance with the IEP offered at

district rates and terms. (Speech Therapy $70/hr, Occupational Therapy $70/hr, and Counseling $70/hr for a licensed counselor.) Payment in 10 monthly installments upon receipt of continued proof of residency and progress reporting in a form acceptable to the District. CST Member or Independent Evaluator to go to Florida to observe mid-year. Progress reporting, testing and proposed schedule to be provided by TOK. As recommended by the Child Study Team and Supervisor of Special Services. No reimbursement of Evals or Attorney Fees for Petitioner. No IEP, No Stay Put, No Transportation. Upon agreement expiring, should the parents seek a Public placement, parent should request a meeting, in writing, 2 months prior to the expiration of the agreement, the District will consider Eligibility and if appropriate offer a program and placement that will be deemed "stay put". (Student ID 933613) ***Correction from 1/27/21 Agenda**

23. Approve the following Child Study Team members to work at a rate of $300 per evaluation for the department. This is based on departmental needs and at the request of the supervisor of the Child Study Team to meet state mandated requirements during the 2020-2021 school year; to be paid through budget account #11-000-219-104-13-0013 **(CORRECTION from board agenda 2.24.21)**

Bell, Laura	Gil Farias, Maria
Blackwell, Marisol	Kaznowski, Jennifer
Bowers, Carol	Rauer, Angelica
Castellano, Sally	Wieczerzak, Heidi
Climer, Donna	Zentman, Chana
DiGiaimo, Danielle	

24. Approve Gloria Bland Katz to complete educational evaluations or attend CST meetings for the 2020-2021school year, at a rate of $175.00 per hour; not including mileage, not to exceed $17,500.00; to be paid through budget account# 11-000-219-320-00-0000 / 11-000-219-390-13-0000.

25. Approve Lisa Spano/MG Behavioral Consulting, LLC to complete educational, program evaluations and/or attend CST meetings for the 2020-2021school year, at a rate of $275.00 per hour; not including mileage, not to exceed $27,500.00; to be paid through budget account# 11-000-219-320-00-0000/11-000-219-390-13-0000.

26. Approve Susan Caplan/Dynamic Learning Solutions, LLC to complete educational evaluations or attend CST meetings for the 2020-2021school year, at a rate of $175.00 per hour; not including mileage, not to exceed

$17,500.00; to be paid through budget account# 11-000-219-320-00-0000/11-000-219-390-13-0000.

27. Approve Michelle Stern/MS Solutions to complete educational evaluations or attend CST meetings for the 2020-2021school year, at a rate of $175.00 per hour; not including mileage, not to exceed $17,500.00; to be paid through budget account# 11-000-219-320-00-0000/ 11-000-219-390-13-0000.

28. Approve Dr. Dorothy Pietrucha of Meridian Pediatric Associates to conduct Neurological Evaluations at a rate of $175.00 per evaluation for the 2020-2021 school year, not to exceed $8,750.00; to be paid through budget account #11-000-219-320-00-0000/11-000-219-390-13-0000.

29. Approve Jewish Vocational Service to complete the following services for the 2020-2021 school year, not to exceed $22,500.00; to be paid through budget account# 11-000-219-320-00-0000/11-000-219-390-13-0000.

Short Term (2-3 day) Vocational Evaluation	$900
Short Term (2-3 day) Vocational Evaluation with	
TEACCH Transition Assessment Profile (TTAP)	$975
Short Term (2-3 day) Vocational Evaluation with	
Classroom Observation	$1000
Short Term (2-3 day) Vocational Evaluation with	
Community Observation	$1500
No show Fee for Mobile Vocational Evaluation	$150
Participation at IEP Meeting	
In-Person attendance	$250
Phone Conference	$100
Community Based Assessment	$70/hour
Job Placement Services	$70/hour
w/American Sign Language (ASL)	$80/hour
Job Coaching	$70/hour
w/American Sign Language (ASL)	$80/hour
Career Center – Specialized Employment Readiness	$100/hour
Training for Students with ASD	
Worksite Analysis	$70/hour
Worksite Observation	$70/hour

30. Approve Silver Psychology Services/Dr. Stella Silver to complete the following services for the 2020-2021 school year, not to exceed $22,500.00;

to be paid through budget account# 11-000-219-320-00-0000/11-000-219-390-13-0000.

Selective Mutism Evaluation and Consultation Services

Child/Adolescent Evaluation	**Fee**
60-90 minute intake session (parent only)	$255
60 minute child session	$230
45 minute parent follow up Formal Report is an additional fee.	$190
Psychological or Neuropsychological testing	Various Rates (they are tailored to each particular client)
Therapy Sessions Sessions typically start as in-office and progress to exposure sessions in school and community. (Sessions currently are by zoom/tele-health)	**Fee**
1 hour sessions	$230
45 minute individual sessions	$190
45 minute family sessions with child	$190
45 minute parent only sessions	$190
30 minute sessions (zoom only)	$150
Small group sessions available if appropriate	
For sessions at school or home, travel fee may be added (not covered by insurance)	
School Consultations Available by phone/Skype or in person to discuss a specific student's needs. Travel fee may be added, at ½ hourly fee	$225/hour
Non-client consultations for school districts Consultation with staff, observation of student, review of records, direct work with student, etc. is billed hourly	$225/hour

31. Medical/Administrative Homebound Instruction for the following students by the following agency/consultant. (Budget Account #11-150-100-320-00-0000).

Number	**Agency/Consultant**	**Date**	**Hourly Rate**

194469	Kathryn Bower	4/1/21 – 4/30/21	$40.00
8230	Kathleen Kirby	3/12/21 – 4/12/21	$40.00
912193	Carmella Quick	4/1/21 – 4/30/21	$40.00
933765	Leilanie Small	3/3/21 – 4/30/21	$40.00
909043	Tanya Lees	3/9/21 – 4/9/21	$40.00
914115	Tree of Knowledge (TOK)	3/10/21 – 4/10/21	$50.00
931049	Kathryn Bower, Lisa Mruk	3/1/21 – 3/31/21	$40.00
909486	Learnwell dba EI	3/3/21 – 4/3/21	$51.00
922209	Learnwell dba EI	3/17/21 – 4/17/21	$51.00
931041	Gissela Malgeri	4/1/21 – 4/30/21	$40.00
910322	Brenda Douglas	2/22/21 – 3/8/21	$40.00
908652	Brenda Douglas	2/22/21 – 3/8/21	$40.00
907104	Daniel Silvestri	2/6/21 – 3/2/21	$40.00
923988	Todd Pizzella	4/1/21 – 4/30/21	$40.00
911027	Kathleen Kirby	4/1/21 – 4/30/21	$40.00
906158	Tanya Lees	2/25/21 – 3/11/21	$40.00

32. Approve the following nursing companies to provide one to one nursing for the 2020-2021 school year; to be paid through budget account #11-000-217-320-00-0000 as follows: Subject to review by General Counsel; Moreover, no payments will be made more than 30 days in advance unless and until the Administration provides a written rationale as to the basis for same and the Board specifically approves same at a Board meeting. In addition, as to the New Jersey Department of Education Mandated Tuition Contract, Page 10, Paragraph "A." (and/or

anywhere delineated in the Contract) "Any and all monies owed, if any, by the district to the approved private school(s) shall be paid throughout the 2022-2023 school year provided there are no applicable Audit findings, in applicable with State law, provided there are available funds, and shall be aid throughout the 2022-2023 school year." Subject to a valid and current IEP.

Student ID	Agency	Rate per hour	Start Date
933975	Starlight Homecare Agency, Inc. d/b/a Star Pediatric Home Care Agency	$51.00/hr./RN & LPN	3/22/2021-6/30/2021

33. Approve the purchase of 50 licenses for K-2 ELA Teachers & Administrators to participate in a 10 hour online self-paced course on the Science of Reading through The Big Dippers. The cost (including a multi-registrant discount) will be $3,750.00, to be paid through ESSER II funds.

34. Approve the following K-2 ELA teachers to participate in the Science of Reading Short Course (on their own time), at a rate of $40.00 per hour for a total of 10 hours; not to exceed $400.00 per teacher; to be paid through ESSER II funds (If they complete the course and provide the completion certificate with their vouchers by September 1, 2021).

Teacher	School	Teacher	School	Teacher	School
Neuman, Brocha	LECC	Gonzalez, Yasmin	Piner	McLaughlin, Lindsay	DISTRICT COACH
Carlo, Rose	SSS	Bukowinski, Steven	OSS	Karman, Michelle	LECC
Marrano, Melissa	OSS	Shames, Michelle	SSS	Kiley, Chelsea	OSS
Mruk, Lisa	Piner	Ruiz, Michael	CAGS	Mann, Raymond	Piner
Mena, Elsa	SSS	Nielson, Stephanie	OSS	Oliver, Kirsten	Piner
Schaefer, Melanie	CAGS	Kinsella, Aimee	SSS	Downey, Shannon	EGC
McLaughlin, Maryellen	CAGS	McCracken, Trudy	CAGS	Dineen, Meghan	OSS

Manlapig, Courtney	LECC	Haines, Melnaie	SSS	Brown, Maryellen	Piner
Brenman, Tracy	CAGS	Nomikos, Heather	EGC	Albertson, Kelly	Piner
Macconnell, Christine	SSS	Sweigart, Lizia	Piner	Delucia, Stephanie	OSS
Jones, Jonathan	EGC	Glatzer, Barbie	SSS	Kurek, Jill	Piner
Howland, Jessica	SSS	Fiani, Mariana	Piner	Bellissimo, Alicia	Piner
Greenes, Rochel	LECC	Rex, Kristen	DISTRICT COACH		

35. Approve for the following Nonpublic trips:

School	Date	Trip Name	Amount	Grant	Account
Chein Bais Yaakov	5/26/21	The Franklin Institute	$946.00	TTL IV	20-280-200-600-30-1777-04S

36. Approve for the following Nonpublic grant playground items:

School	Vendor	Description	Amount	Grant	Account
Mesivta Gaon Yaakov	TNJ	Basketball System	$6,631.28	CARES	20-477-100-600-30-1971-12R

37. Approve for the following Books to be approved to be used in the public school:

Author	Title	ISBN #	Publisher	Copyright (year)	Edition
Chana Gorelick	Number Knowledge	9780988865808	EmpowerEd Programs	2013	N/A
Shoshie Cweiber	The iCount Method® Classic Line: First Grade Bundle Package	9781948736862	I Count Method	2019	N/A
Chaya S. Cweiber	The iCount Method Classic	9781948736862	iCount Method	2018	1

	Line First Grade Bundle Package				
Deborah Schechter	Constructing the House of Language	9781930592087	TextWord Press	2003	Classic
Rose Taylor	handwriting travels	9781941856550	Leren Curriculum	2018	Classic
Sadlier	Progress in Mathematics Student Workbook Grade 2	9780821551028	Sadlier	2014	Common Core Enriched Edition
Sadlier	Progress in Mathematics Student Workbook Grade 3	9780821551035	Sadlier	2014	Common Core Enriched Edition
Houghton Mifflin	MCDOUGAL LITTELL SPELLING {SILVER} 5	9780812385793	McDougal Littel	1994	N/A
Littel, Joy	Building English Skills Level Green	9780866091770	McDougal Littel	1990	N/A
Littel, Joy	Building English Skills Level Gold	9780866090056	McDougal Littel	1990	N/A
Cathy Moore	The Daring Escape of Ellen Craft	9780876147870	Lerner publishing Group	2002	Classic
Mosdos Press	Opal	9780985807832	Mosdos Press	2015	N/A

38. Approve the Spring Coaches for the 2020-2021 School Year to be paid through budget account #11-402-100-100-15-0000.

Last Name	First Name	Position	Group	Step	Salary
Drumright	Eugene	Head Baseball Coach	II	4	$8,295.00
Clark	Lawrence	Asst. Baseball Coach	II	4	$6,865.00
Correa	Caleb	Asst. Baseball Coach	II	4	$6,865.00
Acosta	Steven	Asst. Baseball Coach	II	3	$6,080.00
Santucci	Nicholas	Asst. Baseball Coach	II	4	$6,865.00

Reddan	Timothy	Asst. Baseball Coach	II	3	$6,080.00
Hammel	Kelly	Head Softball Coach	II	4	$8,295.00
Armstrong	Kelly	Asst. Softball Coach	II	4	$6,865.00
Shelly	Kyle	Asst. Softball Coach	II	4	$6,865.00
Muth	Michael	Asst. Softball Coach	II	4	$6,865.00
Componile	Gina	Asst. Softball Coach	II	4	$6,865.00
Faynor	Brianne	Asst. Softball Coach	II	4	$6,865.00
Filardo	Michael	Head Boys Tennis Coach	III	4	$7,511.00
Wudzki	John	Asst. Boys Tennis Coach	III	4	$6,047.00
Baubles	Evan	Head Boys Track Coach	II	2	$7,552.00
Brown	Timothy	Boys Track Coach Para	II	4	$6,865.00
Terrigno	Robert	Asst. Boys Track Coach	II	3	$6,080.00
Revel	John	Asst. Boys Track Coach	II	2	$5,509.00
Maliff	Corey	Asst. Boys Track Coach	II	4	$6,865.00
Kwicinski	Nancy	Head Girls Track Coach	II	4	$8,295.00
Balestieri	Jeanine	Asst. Girls Track Coach	II	2	$5,509.00
Worthy	Maxine	Asst. Girls Track Coach	II	4	$6,865.00
Baird	Alexandra	Asst. Girls Track Coach	II	2	$5,509.00
TBA		Asst. Girls Track Coach	II		
Currao	Vincent	Head Boys Volleyball Coach	III	3	$7,387.00
Ertle	Cody	Asst. Boys Volleyball Coach	III	1	$4,773.00
Pivetz	Benjamin	Asst. Boys Volleyball Coach	III	3	$5,426.00

IMPORTANT INFORMATION:

Fire Drill Report –
Security Drill Report –
HIB Report –

B. PERSONNEL

1. CERTIFICATED

a. Resignations

1. CIGNARELLA, Carly
   Teacher- OSS
   Effective: February 22, 2021
   (Resignation date correction from 1/27/21 Board Agenda)

2. GIULIANO, Valerie
   Teacher- 3rd Grade Bilingual ICR - CAS
   Effective: March 12, 2021

b. Retirements – None At This Meeting

c. Terminations - None At This Meeting

d. Leaves of Absence

1. ANTUNA, Ashley
   Teacher-SSS
   Medical-FMLA-Unpaid
   Effective: February 3rd, 2021
   Terminating: April 12th. 2021 (pending doctor's release)
   (updated, originally board approved 2/24/21)

2. BROWN, Maryellen
   Teacher-Piner
   Medical-Sick (25 days)-Paid
   Effective: January 21st, 2021
   Returning: March 15th, 2021 (pending doctor's release)
   (pending attendance data)

3. ISNETTO, Jessica
   Teacher-SSS
   Medical-Contractual-Unpaid
   Effective: April 27th, 2021
   Returning: June 8th, 2021 (pending doctor's release)

4. MITNICK, Brocha
   Teacher-LECC II
   Medical-Contractual-Unpaid
   Effective: January 11th, 2021
   Returning: March 9th, 2020 (pending doctor's release)
   (updated, originally board approved 1/27/21)

5. NEPPEL, Arlene
   Nurse-CAGS
   Medical-Sick (44 days)-Paid
   Effective: January 4th, 2021
   Returning: March 15th, 2021 (pending doctor's release)
   (pending attendance data)

6. WATSON, Amy
   Teacher-Piner
   Maternity- Sick (30 days)-Paid
   Effective: April 6th, 2021
   Terminating: May 17th, 2021
   Maternity- Extra Consideration (5 days)-Paid minus sub pay
   Effective: May 25th, 2021
   Terminating: May 24th, 2021
   Maternity-FMLA-Unpaid
   Effective: May 25th, 2021
   Terminating: June 30th, 2021

e. Transfers

1. SHONEK, Shifra

From:	Teacher- LLD- OAK
To:	Teacher- ICR- LHS
Effective:	March 1, 2021
Terminating:	June 30, 2021
Salary:	Step 18, MA- $66,971.00

   (Salary correction from 2/24/21 Board Agenda)
   (Replacing R. Holmes- Resigned)

2. *CAMACHO, Cassandra

Teacher-	PINER- 1st Grade
Effective:	March 16, 2021
Terminating:	June 30, 2021
Salary:	Step 3, BA- $51,671.00 prorated

   (Replacing C. Arlauckas- Reassigned- CORRECTION from 3/17/2021 Agenda)
   (Budget Account #15-120-100-101-10-0010)

f. Appointments

1. *REILLY, Amanda

Special Ed. Teacher-	2nd Grade LLD - OAK
Effective:	March 15, 2021
Terminating:	June 30, 2021

Salary: Step 7, BA- $52,971.00 prorated
(Replacing J. Solly- Resigned)
(Budget Account #15-120-100-101-09-0009)

2. *TERREROS, Marcos
   Guidance Counselor: LHS
   Effective: May 5, 2021 or sooner
   Terminating: June 30, 2021
   Salary: Step 5, MA- $55,471.00 prorated
   (Replacing P. Kaminsky- Resigned)
   (Budget Account #15-000-218-104-03-0003)

3. BAUBLES, Peter Evan
   Guidance Counselor: LHS
   Effective: April 6, 2021
   Terminating: June 22, 2021
   Salary: Step 2, MA- $54,371.00 prorated
   (Temporary Maternity Leave Replacement for Jessica Borress)
   (Budget Account #15-000-218-104-03-0003)

g. Reappointments – None At This Meeting

h. Salary Adjustments – None At This Meeting

i. Stipends – None At This Meeting

j. Tuition Reimbursement

1. KRAMER, Chaya
   Speech Therapist - LECC
   3 credits
   EDC 5101 School Law
   $2,043.00
   (Budget account #11-000-291-280-00-0000)

2. GARCIA BLACKWELL, Marisol
   Social Worker – LECC
   3 credits
   EDC 5101 School Law
   $2,085.00
   (Budget account #11-000-291-280-00-0000)

k. Miscellaneous

1. JANKOSKI, Kathleen
   Speech Therapist-LMS
   Sick (131) + Personal (26) = 157
   157 ÷ 2 = 78.5
   $91,346.00 ÷ 183 = $499.16
   $499.16 x 78.5= $39,184.06

2. LUICK, Anne
   Teacher-EGC
   Sick (140.5) + Personal (44.75) = 185.25
   185.25 ÷ 2 = 92.625
   $117,805.00 ÷ 183 = $643.74
   $643.74 x 92.625= $59,626.42

2. NON-CERTIFICATED

   a. Resignations

      1. BERRIOS, Alexandria
         Paraprofessional- OAK
         Effective: March 19, 2021

      2. SALAZAR, Crystal
         Administrative Secretary - Piner
         Effective: March 23, 2021

   b. Retirements – None At This Meeting

   c. Terminations - None At This Meeting

   d. Leaves of Absence

      1. DECHAMPLAIN, Abigail
         Para-OSS
         Medical-FMLA-Unpaid
         Effective: January 4th, 2021
         Returning: March 31st, 2021 (pending doctor's release)
         (updated, originally board approved 1/27/21)

      2. JOSEPH, Tova
         Para-LECC
         Medical- Sick (9)-Paid
         Effective: January 19th, 2021

Terminating: January 29th, 2021
(pending attendance data)
Medical-FMLA-Unpaid
Effective: February 3rd, 2021
Returning: March 8th, 2021 (pending doctors release)
(updated, originally board approved 2/24/21)

3. MENACHE, Sara
Para-LECC Campus 3
Medical-Contractual-Unpaid
Effective: March 9th, 2021
Returning: April 20th, 2021 (pending doctor's release)
(updated, originally board approved 12/16/20 additions)

4. RENOUF, Leila
Para-LMS
Medical- Personal (3) & Sick (11)-Paid
Effective: April 6th, 2021
Terminating: April 23rd, 2021
(pending attendance data)
Medical-FMLA-Unpaid
Effective: April 26th, 2021
Returning: June 1st, 2021 (pending doctor's release)

e. Transfers

1. RODRIGUEZ, Adrianna
From: 1:1 Paraprofessional - Piner
To: Administrative Secretary - Piner
Effective: March 25, 2021
Terminating: June 30, 2021
Salary: Step 2, $28, 966.00 prorated
(Replacement for C. Salazar- Resigned)
(Budget Account #15-000-240-105-10-0010)

2. LOTRECCHIANO, Colleen
From: Paraprofessional – Program - LECC Campus II
To: Paraprofessional – 1:1 - LECC Campus II
Effective: March 1, 2021
Terminating: June 30, 2021
(New position per IEP Mandate)
(No additional cost to the District)

3. TERMINIELLO, Sandra

From: Paraprofessional – Program - LECC Campus II
To: Paraprofessional – 1:1 - LECC Campus I
Effective: March 3, 2021
Terminating: June 30, 2021
(Reassigned)
(No additional cost to the District)

4. FEE, Christopher
   From: Paraprofessional – Program - LECC Campus II
   To: Paraprofessional – 1:1 - LECC Campus II
   Effective: March 1, 2021
   Terminating: June 30, 2021
   (Reassigned)
   (No additional cost to the District)

5. FEIGENBAUM, GAILIA
   From: Paraprofessional -- Program -- LECC Campus II
   To: Paraprofessional -- 1:1 -- LECC Campus I
   Effective: March 16, 2021
   Terminating: June 30, 2021
   (New position per IEP Mandate)
   (No additional cost to the District)

6. DEMARINIS, Jenna
   From: CAGS - Paraprofessional (2:1)
   To: CAGS- Paraprofessional (1:1)
   Effective: March 18, 2021
   Terminating: June 30, 2021
   No additional cost to the district
   (Transfer made to accommodate students IEP)
   (Budget Account: 11-000-217-106-06-0006)

7. CRUMP, Yaqueline
   From: CAGS - Paraprofessional (1:1)
   To: CAGS- Paraprofessional (2:1)
   Effective: March 18, 2021
   Terminating: June 30, 2021
   No additional cost to the district
   (Transfer made to accommodate students IEP)
   (Budget Account: 11-000-217-106-06-0006)

f. Appointments

1. *ROJAS SANCHEZ, Jacqueline

Paraprofessional- OSS
Effective: February 22, 2021
Terminating: June 30, 2021
Salary: Step 6, 60 Credits- $20,099.00 prorated
(Replacing D. Cutillo- Resigned)
(Budget Account #15-204-100-106-09-0009)
(Correction from February 24, 2021 Board Agenda)

2. *PETRALIA, Jaclyn
Paraprofessional- 1:1- OSS
Effective: February 22, 2021
Terminating: June 30, 2021
Salary: Step 6, 90 Credits- $20,799.00 prorated
(Replacing K. Barry- Resigned)
(Budget Account #11-000-217-106-09-0009)
(Correction from February 24, 2021 Board Agenda)

3. *KAMAN, Dana
Paraprofessional- LECC
Effective: March 1, 2021
Terminating: June 30, 2021
Salary: Step 17, 90 Credits- $25,984.00 prorated
(Replacing B. Greenstein- Reassigned)
(Budget Account #20-218-100-106-00-1211)
(Correction from 2/24/2021 Board Agenda)

4. *CHIZEK, Russel F.
Nonpublic Data and Processing Facilitator
Effective: April 6, 2021
Terminating: June 30, 2021
Salary: $43,000.00
(New Position)
(Budget Account #20-231-200-100-29-2525-ADM and #20-502-200-110-15-0000)

g. Reappointments – None At This Meeting

h. Salary Adjustments

1. Security Specialist
Effective: March 25, 2021
Terminating: June 30, 2021
Salary: $30.00 per hour as per Contract
for Paraprofessional ParaPro Passing Grade or NJDOE

Teacher Substitute Certificate

- Dominic Acque

i. Stipends – None At This Meeting

j. Miscellaneous

1. SUBSTITUTE PARAPROFESSIONAL
   2020-2021 school year
   $12.00 per hour

- Juliana Alvarez

* Appointment subject to approval of Criminal History background check by State Department of Education, as per NJSA 18A:6-7-1, et. seq., NJSA 18A:39-17 et. seq., or NJSA 18A:6-4.13 et seq., as applicable.

** As required by law and code, this Emergent Employee Resolution, upon motion duly made, seconded and carried, it was RESOLVED that this person be employed by the Board of Education of the Lakewood Public School District in the County of Ocean on an emergent basis.

*** This position does not include the following:

Medical Coverage	Personal Days
Dental Coverage	Professional Days
Prescriptions	Vacation Days
Optical Coverage	Sick Days
Reimbursement for Credits	

Payment will not be made by the Board of Education Business Office until a contract is fully executed by the Board and prior to work commencing reviewed and initialed by General Counsel.

MOTION TO APPROVE TO ACCEPT THE CORRECTIONS & ADDITIONS TO THE AGENDA, BUSINESS & SUPERINTENDENT AGENDA (passed)

Motion: Mr. Rodriguez **Second:** Mrs. Gonzalez
8 Ayes: Mrs. Ada Gonzalez, Mr. Meir Grunhut, *Mr. Chanina Nakdimen, Mr. Bentzion Treisser, Mr. Heriberto Rodriguez, Mr. Moshe Bender, Mr. Shlomie Stern, Mr. Moshe Raitzik
0 Nays:
0 Abstained:
1 Absent: Mr. Isaac Zlatkin

***Note: Mr. Nakdimen voted Nay for Business Item Letter S. Mr. Nakdimen's vote should reflect his abstention from Superintendent Item #19 and any item pertaining to or involving SCHI including the read in Resolution Item Letter X.**

XII. OLD BUSINESS

XIII. NEW BUSINESS

XIV. GOOD AND WELFARE

XV. ADJOURNMENT

MOTION TO ADJOURN:

Motion: Mr. Nakdimen Second: Mrs. Gonzalez

All Board Members voted AYE via voice.

Meeting was adjourned at 8:08 p.m.

I, Kevin Campbell, Assistant Business Administrator/Board Secretary, of the Lakewood Board of Education, hereby certify this to be a true copy of the Agenda for a Live Streamed Public Meeting held on March 24, 2021.

March 25, 2021

Kevin Campbell, Assistant Business Administrator/Board Secretary

0145 BOARD MEMBER RESIGNATION AND REMOVAL

The membership of a Board of Education member shall terminate immediately upon:

1. The cessation of the member's bona fide residency in the school district the member represents (N.J.S.A. 18A:12-2.2); or

2. The member's election or appointment to the office of mayor or member of the governing body of Lakewood (N.J.S.A. 18A:12-2.2); or

3. The member's disqualification from voting pursuant to N.J.S.A. 19:4-1 (N.J.S.A. 18A:12-2.2); or

4. The member falsely affirms or declares that he/she is not disqualified as a voter pursuant to N.J.S.A. 19:4-1 or that he/she is not disqualified from membership on the Board due to conviction of a crime or offense listed in N.J.S.A. 18A:12-1; or

5. The removal of the member by the Commissioner of Education; or

6. Recall of a Board member pursuant to N.J.S.A. 19:27A-1 et seq.

A member who fails to attend three consecutive regular meetings of the Board without good cause may be removed from office on the affirmative votes by majority of the remaining Board members, provided that:

1. The member's removal was proposed at the immediately previous Board meeting; and

2. Notice of the proposed removal was given to the affected member at least forty-eight hours in advance of the meeting at which the vote will be taken.

N.J.S.A. 18A:12-2; 18A:12-2.2; 18A:12-3; 18A:12-29
N.J.S.A. 19:27A-1 et seq.

Adopted: 17 October 2013

1643 FAMILY LEAVE

The Board of Education will provide family leave to staff members in accordance with the New Jersey Family Leave Act (NJFLA) and the Federal Family and Medical Leave Act (FMLA). These laws have similar and different provisions that provide different rights and obligations for a staff member and the Board.

If a staff member is eligible for leave for reasons recognized under both the FMLA and NJFLA, then the time taken shall run concurrently and be applied to both laws. The NJFLA provides twelve weeks leave in a twenty-four month period and the FMLA provides twelve weeks leave in a twelve month period

A. New Jersey Family Leave Act

1. Definitions Relative to New Jersey Family Leave Act

"Base Hours" means the hours of work for which a staff member receives compensation. Base hours shall include overtime hours for which a staff member is paid additional or overtime compensation, and hours for which a staff member receives workers' compensation benefits. Base hours shall also include hours a staff member would have worked except for having been in military service. Base hours do not include hours for when a staff member receives other types of compensation, such as administrative, personal leave, vacation, or sick leave.

"Child" means a biological, adopted, foster child, or resource family child, stepchild, legal ward, or child of a parent, including a child who becomes the child of a parent pursuant to a valid written agreement between the parent and a gestational carrier.

"Eligible employee" means any individual employed by the same employer for twelve months or more, who has worked 1,000 or more base hours during the preceding twelve month period.

"Employer" includes the State, any political subdivision thereof, and all public offices, agencies, boards, or bodies.

"Family member" means a child, parent, parent-in-law, sibling, grandparent, grandchild, spouse, domestic partner, or one partner in a civil union couple, or any other individual related by blood to a staff member, and any other individual that a staff member shows to have a close association with a staff member which is the equivalent of a family relationship.

"Health care provider" means a duly licensed health care provider or other health care provider deemed appropriate by the Director of the Division on Civil Rights in the New Jersey Department of Law and Public Safety.

"Parent" means a person who is the biological parent, adoptive parent, foster

parent, resource family parent, step-parent, parent-in-law, or legal guardian, having a "parent-child relationship" with a child as defined by law, or having sole or joint legal or physical custody, care, guardianship, or visitation with a child, or who became the parent of the child pursuant to a valid written agreement between the parent and a gestational carrier.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition which requires:

a. Inpatient care in a hospital, hospice, or residential medical care facility; or

b. Continuing medical treatment or continuing supervision by a health care provider.

As used in the definition of a serious health condition, "continuing medical treatment or continuing supervision by a health care provider" means:

a. A period of incapacity (that is, inability to work, attend school, or perform regular daily activities due to a serious health condition, treatment therefore, and recovery therefrom) of more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

   (1) Treatment two or more times by a health care provider; or

   (2) Treatment by a health care provider on one occasion which results in a regimen of continuing treatment under the supervision of a health care provider;

b. Any period of incapacity due to pregnancy, or for prenatal care;

c. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition;

d. A period of incapacity, which is permanent or long-term, due to a condition for which treatment may not be effective (such as Alzheimer's disease, a severe stroke, or the terminal stages of a disease) where the individual is under continuing supervision of, but need not be receiving active treatment by, a health care provider; or

e. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

"Spouse" means a person to whom a staff member is lawfully married as defined by New Jersey law.

"State of emergency" means a natural or man-made disaster or emergency for which a state of emergency has been declared by the President of the United States or the Governor, or for which a state of emergency has been declared by a municipal emergency management coordinator.

2. Reasons for NJFLA Leave

a. A staff member may take NJFLA leave to provide care made necessary by reason of:

(1) The birth of a child of the staff member, including a child born pursuant to a valid written agreement between the staff member and the gestational carrier;

(2) The placement of a child into foster care with the staff member or in connection with adoption of such child by a staff member;

(3) The serious health condition of a family member of the staff member; or

(4) A state of emergency declared by the Governor of New Jersey, or when indicated to be needed by the Commissioner of Health – New Jersey Department of Health or other public health authority, an epidemic or communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of a communicable disease which:

(a) Requires in-home care or treatment of a child due to the closure of the school or place of care of the child of a staff member, by order of a public official due to the epidemic or other public health emergency;

(b) Prompts the issuance by a public health authority of a determination, including by mandatory quarantine, requiring or imposing responsive or prophylactic measures as a result of illness caused by an epidemic of a communicable disease or known or suspected exposure to the communicable disease because the presence in the community of a family member in need of care by a staff member would jeopardize the health of others; or

(c) Results in the recommendation of a health care provider or public health authority, that a family member in need of care by a staff member voluntarily undergo self-quarantine as a result of suspected

exposure to a communicable disease because the presence in the community of that family member in need of care by a staff member, would jeopardize the health of others.

3. Staff Member Eligibility

a. NJFLA leave may be taken for up to twelve weeks within any twenty-four month period. The NJFLA leave shall be unpaid with benefits subject to contributions required to be made by the staff member.

b. A staff member is eligible for NJFLA leave if a staff member is employed by the same Board for twelve months or more, and has worked 1,000 or more base hours during the preceding twelve month period.

c. The method to determine the twenty-four month period in which the twelve weeks of NJFLA leave entitlement occurs shall be

____ the calendar year.

____ any fixed "leave year," such as a fiscal year or a year starting on a staff member's "anniversary date".

____ the twenty-four month period measured forward from the date any staff member's first leave under NJFLA begins.

__X__ a "rolling" twenty-four month period measured backward from the date a staff member uses any leave under NJFLA.

d. This Policy shall serve as notice to all staff members of the method chosen in A.3.c. above. This method shall be applied consistently and uniformly to all staff members.

(1) If the Board transitions to another method, the Board is required to give at least sixty days' notice to all staff members and the transition must take place in such a way that staff members retain their full benefit of twelve weeks of NJFLA leave under whichever method affords the greatest benefit to a staff member.

e. The Board shall grant NJFLA leave to more than one staff member from the same family (for example, a husband and a wife, or a brother and a sister) at the same time, provided such staff members are otherwise eligible for NJFLA leave.

f. The fact that a holiday may occur within the week taken by a staff member as NJFLA leave has no effect and the week is counted as a week of NJFLA leave.

(1) However, if a staff member is out on NJFLA leave and the staff member is not regularly scheduled to work for one or more weeks, the weeks the staff member is not regularly scheduled to work do not count against their NJFLA leave entitlement.

4. Types of NJFLA Leave

a. Staff members are required to provide notice in writing for any NJFLA leave requested. In emergent circumstances, a staff member may provide the Board with oral notice when written notice is impracticable.

(1) Staff members must provide the Board written notice after submitting oral notice in emergent circumstances.

b. Consecutive NJFLA leave is NJFLA leave that is taken without interruption based upon a staff member's regular work schedule and does not include breaks in employment in which a staff member is not regularly scheduled to work.

(1) A staff member must provide the Board with notice of consecutive NJFLA leave no later than thirty days prior to the commencement of consecutive NJFLA leave, except where emergent circumstances warrant shorter notice.

(2) A staff member shall provide the Board with certification pursuant to A.5. below.

c. Intermittent NJFLA leave is NJFLA leave due to a single qualifying reason, taken in separate periods of time, broken up by periods in which the staff member returns to work.

(1) A staff member is entitled to take NJFLA leave intermittently for the birth of a child of the staff member, including a child born pursuant to a valid written agreement between the staff member and a gestational carrier or the placement of a child into foster care with the staff member or in connection with adoption of such child by the staff member.

(a) The staff member shall provide the Board with prior notice of not less than fifteen calendar days before the first day on which NJFLI benefits are paid for the intermittent NJFLA leave, unless an emergency or other unforeseen circumstance precludes prior notice.

(b) The staff member shall make a reasonable effort to schedule the intermittent NJFLA leave so as not to unduly disrupt the operations of the Board and, if possible, provide the Board, prior to the

commencement of intermittent NJFLA leave, with a regular schedule of the days or days of the week on which the intermittent NJFLA leave will be taken.

(c) A staff member shall provide the Board with certification for intermittent NJFLA leave pursuant to A.5.b. below.

(2) The staff member is entitled to take intermittent NJFLA leave for the serious health condition of a family member of the staff member when medically necessary if:

(a) The total time which the intermittent NJFLA leave is taken does not exceed twelve months if taken in connection with a single serious health condition. If the intermittent NJFLA leave is taken in connection with more than one serious health condition, the intermittent NJFLA leave must be taken within a consecutive twenty-four month period or until such time the twelve week NJFLA leave is exhausted, whichever is shorter;

(b) The staff member provides the Board with prior notice of not less than fifteen calendar days before the first day on which benefits are paid for the intermittent NJFLA leave.

(i) The staff member may provide notice less than fifteen days prior to the intermittent NJFLA leave if an emergency or other unforeseen circumstance precludes prior notice;

(c) The staff member makes a reasonable effort to schedule the intermittent NJFLA leave so as not to unduly disrupt the operations of the school district and, if possible, provide the school district, prior to the commencement of intermittent NJFLA leave, with a regular schedule of the days or days of the week on which the intermittent NJFLA leave will be taken; and

(d) The staff member provides the Board with a copy of the certification outlined in A.5.c. below.

(3) In the case of NJFLA leave taken due to an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of the communicable disease, the NJFLA leave may only be taken intermittently if:

(a) The staff member provides the Board with prior notice of the intermittent NJFLA leave as soon as practicable;

(b) The staff member makes a reasonable effort to schedule the NJFLA leave so as not to unduly disrupt the operations of the school district and, if possible, provide the school district prior to the commencement of the intermittent NJFLA leave, with a regular schedule of the day or days of the week on which the intermittent NJFLA leave will be taken; and

(c) A staff member provides the Board with a copy of the certification outlined in A.5.d. below.

(4) Intermittent leave taken on a reduced leave schedule is NJFLA leave due to a single qualifying reason, that is scheduled for fewer than a staff member's usual number of hours worked per workweek, but not for fewer than a staff member's usual number of hours worked per workday and may only be taken to care for the serious health condition of a family member of a staff member when medically necessary, except that:

(a) A staff member shall not be entitled to intermittent NJFLA leave on a reduced leave schedule for a period exceeding twelve consecutive months for any one period of NJFLA leave;

(b) The staff member must provide the Board with prior notice of the intermittent NJFLA leave on a reduced leave schedule as soon as practicable;

(c) A staff member shall make a reasonable effort to schedule intermittent NJFLA leave on a reduced leave schedule so as not to disrupt unduly the operations of the school district. A staff member shall provide the school district with prior notice of the care, medical treatment, or continuing supervision by a health care provider necessary due to a serious health condition of a family member, in a manner which is reasonable and practicable; and

(d) A staff member must provide the Board with a copy of the certification outlined in A.5.c. below.

d. NJFLA leave taken because of the birth or placement for adoption of a child of the staff member may commence at any time within a year after the date of the foster care placement, birth, or placement for adoption.

c. A staff member shall not, during any period of NJFLA leave, perform services on a full-time basis for any person for whom a staff member did not provide those services immediately prior to commencement of the NJFLA leave.

(1) A staff member on NJFLA leave may not engage in other full-time employment during the term of the NJFLA leave, unless such employment commenced prior to the NJFLA leave and is not otherwise prohibited by law.

(2) During the term of NJFLA leave a staff member may commence part-time employment which shall not exceed half the regularly scheduled hours worked for the Board from whom a staff member requested NJFLA leave. A staff member may continue part-time employment which commenced prior to a staff member's NJFLA leave, at the same number of hours that a staff member was regularly scheduled prior to such NJFLA leave.

(3) The Board may not maintain a policy or practice which prohibits part-time employment during the course of a NJFLA leave.

5. Certification

a. The Board shall require a staff member who requests NJFLA leave to sign a form of certification established by the Board attesting that such staff member is taking NJFLA leave in accordance with the law.

(1) The Board may not require a staff member to sign or otherwise submit a form of certification attesting to additional facts, including a staff member's eligibility for NJFLA leave.

(2) The Board may subject a staff member to reasonable disciplinary measures, depending on the circumstances, when a staff member intentionally misrepresents the reason that such staff member is taking NJFLA leave.

(3) The form of certification established by the Board shall contain a statement warning a staff member of the consequences of refusing to sign the certification or falsely certifying. Any staff member who refuses to sign the certification established by the Board may be denied the requested NJFLA leave.

(4) The Board requires that any period of NJFLA leave be

supported by certification issued by a health care provider.

b. Where the certification, issued by the health care provider, is for the birth of a child of a staff member, including a child born pursuant to a valid written agreement between the staff member and a gestational carrier or the placement of a child into foster care with the staff member or in connection with adoption of such child by the staff member, the certification need only state the date of birth or date of placement, whichever is appropriate.

c. Any period of NJFLA leave for the serious health condition of a family member of a staff member shall be supported by certification provided by a health care provider. The certification shall be sufficient if it states:

(1) The date, if known, on which the serious health condition commenced;

(2) The probable duration of the condition;

(3) The medical facts within the knowledge of the provider of the certification regarding the condition;

(4) The serious health condition warrants the participation of the staff member in providing health care to the family member, as provided in the "Family Leave Act," P.L. 1989, c.261 (C.34:11B-1 et seq.) and regulations adopted pursuant to the NJFLA;

(5) An estimate of the amount of time the staff member is needed for participation in the care of the family member;

(6) If the NJFLA leave is intermittent, a statement of the medical necessity for the intermittent NJFLA leave and the expected duration of the intermittent NJFLA leave; and

(7) If NJFLA leave is intermittent and for planned medical treatment, the dates of the treatment.

d. In any case in which the Board has reason to doubt the validity of the certification provided pursuant to A.5.c. above, the Board may require, at its own expense, that a staff member obtain an opinion regarding the serious health condition from a second health care provider designated or approved, but not employed on a regular basis, by the Board. If the second opinion differs from the certification provided pursuant to A.5.c. above, the Board may require, at its own expense, that a staff member obtain the opinion of a third health care provider designated or approved jointly by the Board and a staff member concerning the serious health condition. The opinion of the third health care provider shall be considered to be final and shall be binding on the Board and a

staff member.

e. Where the certification is for an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent the spread of the communicable disease, the certification shall be sufficient if it includes:

(1) For NJFLA leave taken to provide in-home care or treatment of a child due to the closure of the school or place of care of the child of a staff member, by order of a public official due to the epidemic or other public health emergency, the date on which the closure of the school or place of care of the child of a staff member commenced and the reason for such closure;

(2) For NJFLA leave taken due to a public health authority's issuance of a determination requiring or imposing responsive or prophylactic measures as a result of illness caused by an epidemic of a communicable disease or known or suspected exposure to the communicable disease because the presence in the community of a family member in need of care by a staff member would jeopardize the health of others, the date of issuance of the determination, and the probable duration of the determination; or

(3) For NJFLA leave taken because a health care provider or public health authority recommends that a family member in need of care by a staff member voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community of that family member in need of care by a staff member would jeopardize the health of others, the date of the recommendation, the probable duration of the condition, and the medical or other facts within the health care provider or public health authority's knowledge regarding the condition.

f. The Board shall not use the certification requirements as outlined in A.5. to intimidate, harass, or otherwise discourage a staff member from requesting or taking NJFLA leave or asserting any of a staff member's rights to NJFLA leave.

6. Denial or Exemption of NJFLA Leave

a. Denial of NJFLA Leave

(1) The Board may deny NJFLA leave to a staff member if:

(a) A staff member is a salaried staff member who is among the highest paid 5% of the Board's staff members or the seven highest paid staff members of the Board, whichever is greater;

(b) The denial is necessary to prevent substantial and grievous economic injury to the Board's operations; and

(c) The Board notifies a staff member of its intent to deny the NJFLA leave at the time the Board determines that the denial is necessary.

(2) The provisions of A.6.a.(1) above shall not apply when, in the event of a state of emergency declared by the Governor of New Jersey or when indicated to be needed by the Commissioner of Health – New Jersey Department of Health or other public health authority, the NJFLA leave is for an epidemic of a communicable disease, a known or suspected exposure to a communicable disease, or efforts to prevent spread of a communicable disease.

(3) In any case in which NJFLA leave has already commenced at the time of the notification pursuant to A.6.a.(1)(c) above, a staff member shall return to work within ten working days of the date of notification.

7. Reinstatement from NJFLA Leave

a. Upon the expiration of a NJFLA leave, a staff member shall be restored to the position such staff member held immediately prior to the commencement of the NJFLA leave. If such position has been filled, the Board shall reinstate such staff member to an equivalent position of like seniority, status, employment benefits, pay, and other terms and conditions of employment.

b. If, during NJFLA leave, the Board experiences a reduction in force or layoff and a staff member would have lost their position had a staff member not been on NJFLA leave, as a result of the reduction in force or pursuant to the good faith operation of a bona fide layoff and recall system including a system under a collective bargaining agreement where applicable, a staff member shall not be entitled to reinstatement to the former or an equivalent position. A staff member shall retain all rights under any applicable layoff and recall system, including a system under a collective bargaining agreement, as if a staff member had not taken the NJFLA leave.

8. Notice to Staff Members

a. The Board shall display the official Family Leave Act poster of the Division on Civil Rights in the New Jersey Department of Law and Public Safety (Division) in accordance with N.J.A.C. 13:8-2.2. The poster is available for printing from the Division's website.

b. Access to and/or distribution of this Policy shall serve as school district notice to staff members of their rights pursuant to N.J.A.C. 13:14-1.14.

9. Local Board of Education Practices

a. Accrued Paid NJFLA Leave

(1) Whether a staff member is required to use any other accrued leave time concurrent with NJFLA leave time will depend upon either the school district's practice or a provision in a collective bargaining agreement, if applicable.

(a) Sick leave may only be used concurrently with the NJFLA leave in accordance with the provisions of N.J.S.A. 18A:30-1 and N.J.S.A. 34:11B-3.

b. Multiple Leaves of Absence

(1) Where a Board maintains leaves of absence which provide benefits, other than health benefits, that differ depending upon the type of leave taken, the Board shall provide those benefits to a staff member on NJFLA leave in the same manner as it provides benefits to staff members who are granted other leaves of absence which most closely resemble NJFLA leave.

10. New Jersey Family Leave Insurance Program (NJFLI)

a. Board of Education staff members are eligible to apply for benefits under the NJFLI Program administered by the State of New Jersey Department of Labor and Workforce Development.

b. All applications for benefits under the NJFLI Program must be filed directly with the State of New Jersey Department of Labor and Workforce Development. The eligibility requirements, wage requirements, benefit duration and amounts, and benefit limitations shall be in accordance with the provisions of the NJFLI Program as administered by the State of New Jersey Department of Labor and Workforce Development. A formal appeal may be submitted to the State of New Jersey Department of Labor and Workforce Development if an employee or the Board disagrees with a determination on a claim.

c. The NJFLI Program provides eligible individuals a monetary benefit and not a leave benefit. The school district administrative and related staff will comply with the State of New Jersey Department of Labor and Workforce Development requests for information in accordance with the provisions of N.J.A.C. 12:21-3.9.

d. A printed notification of staff members' rights relative to the receipt of

benefits under the NJFLI Program will be posted in each of the school district worksites and in a place or places accessible to all employees at the worksite.

e. Each staff member shall receive a copy of this notification in writing at the time of the staff member's hiring, whenever the staff member provides written notice to the Superintendent of their intention to apply for benefits under the NJFLI Program, or at any time upon the first request of the staff member.

(1) The written notification may be transmitted to the staff member in electronic form.

(2) Access to and/or distribution of this Policy shall serve as school district notice to staff members of their rights under the NJFLI Program.

B. Federal Family and Medical Leave Act

1. Definitions Relative to Federal Family and Medical Leave Act

"Covered Employer" means any public or private elementary or secondary school(s) regardless of the number of employees employed.

"Employee" means a staff member eligible for family and medical leave in accordance with the Federal Family and Medical Leave Act (FMLA).

"Hours of Service" means hours actually worked by the employee. It does not mean hours paid. Thus, non-working time – such as vacations, holidays, furloughs, sick leave, or other time-off (paid or otherwise) – does not count for purposes of calculating FMLA eligibility for the employee.

"Parent" means a biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to a staff member when a staff member has a son or daughter as defined below. This term does not include parents "in law."

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical facility or continuing treatment by a health care provider. "Serious health condition" may include treatment of substance abuse pursuant to 29 CFR §825.119.

"Son" or "daughter" means a biological, adopted, or foster child, stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age eighteen or age eighteen or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence.

"Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as

defined or recognized under State law in the State in which the marriage was entered into or, in the case of a marriage entered into outside of any State, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This definition includes an individual in a same-sex marriage or common law marriage.

"Week" or "Workweek" means the number of days a staff member normally works each calendar week.

2. Qualifying Reasons for FMLA Leave

a. A staff member may take FMLA leave to provide care made necessary:

(1) For the birth of a son or daughter of a staff member and in order to care for such son or daughter;

(2) For the placement of a son or daughter with a staff member for adoption or foster care;

(3) In order to care for the spouse, son, daughter, or parent of a staff member if such spouse, son, daughter, or parent has a serious health condition;

(4) For a serious health condition that makes a staff member unable to perform the functions of the position of such staff member.

b. FMLA leave taken in relation to military service shall be in accordance with 29 CFR §825.112.

b. Entitlement to FMLA leave taken for the birth of a son or daughter or placement of a son or daughter with a staff member for adoption or foster care shall expire at the end of the twelve month period beginning on the date of such birth or placement.

3. Staff Member Eligibility

a. A staff member is eligible for up to twelve weeks of FMLA leave in a twelve month period.

b. A staff member shall become eligible for FMLA leave after the staff member has been employed at least twelve months by the Board and employed for at least 1,250 hours of service during the twelve month period immediately preceding the commencement of the FMLA leave.

(1) The twelve months a staff member must have been employed need not be consecutive months pursuant to 29 CFR §825.110(b).

(2) The minimum 1,250 hours of service shall be determined according to the principles established under the Fair Labor Standards Act (FLSA) for determining compensable hours of work pursuant to 29 CFR §785.

(3) The Board shall not provide pay for FMLA leave.

c. The method to determine the twelve month period in which the twelve weeks of FMLA leave entitlement occurs will be

____ the calendar year.

____ a school year.

____ a staff member's employment anniversary date.

____ the twelve month period measured forward from when a staff member's first FMLA leave begins.

__X__ a "rolling" twelve month period measured backward from the date a staff member uses any FMLA leave.

d. Pursuant to 29 CFR §825.201, a husband and wife both employed by the Board are limited to a combined total of twelve weeks of FMLA leave during the twelve month period if the FMLA leave is taken for the birth of a son or daughter of a staff member or to care for such son or daughter after birth; for placement of a son or daughter with a staff member for adoption or foster care or in order to care for the son or daughter after placement; or to care for a staff member's parent with a serious health condition.

4. Types of FMLA leave

a. Continuous FMLA leave is taken by staff members for a continuous period of time. Such FMLA leave is not broken up by a period of work and is continuous when a staff member is absent for three consecutive working days or more. Continuous FMLA leave may be taken for any qualifying reason.

b. Intermittent FMLA leave is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced FMLA leave schedule is a FMLA leave schedule that reduces a staff member's usual number of working hours per workweek, or hours per workday. A reduced FMLA leave schedule is a change in a staff member's schedule for a period of time, normally from full-time to part-time.

(1) Intermittent or reduced FMLA leave may be taken for the following qualifying reasons:

(a) For the serious health condition of the staff member or to care for a parent, son, or daughter with a serious health condition.

(i) For intermittent FMLA leave or FMLA leave on a reduced FMLA leave schedule taken for the reason outlined in B.4.b.(1)(a) above there must be a medical need for FMLA leave and it must be that such medical need can be best accommodated through an intermittent or reduced FMLA leave schedule.

(ii) The treatment regimen and other information described in the certification of a serious health condition and in the certification of a serious injury or illness, shall address the medical necessity of intermittent FMLA leave or FMLA leave on a reduced FMLA leave schedule.

(iii) Intermittent FMLA leave may be taken for a serious health condition of a parent, son, or daughter, for a staff member's own serious health condition, which requires treatment by a health care provider periodically, rather than for one continuous period of time, and may include FMLA leave of periods from an hour or more to several weeks.

(b) For planned and/or unanticipated medical treatment of a serious health condition when medically necessary.

(c) To provide care or psychological comfort to a covered family member with a serious health condition when medically necessary.

(d) For absences where a staff member or family member is incapacitated or unable to perform the essential functions of the position because of a chronic serious health condition even if he or she does not receive treatment by a health care provider.

(e) For FMLA leave taken after the birth of a healthy child or placement of a healthy child for adoption or foster care, only if the Board agrees.

(i) The Board's agreement is not required; however, for FMLA leave during which the

mother has a serious health condition in connection with the birth of her child or if the newborn child has a serious health condition.

(2) If a staff member needs FMLA leave intermittently or on a reduced FMLA leave schedule for planned medical treatment, then a staff member must make a reasonable effort to schedule the treatment so as not to disrupt unduly the Board's operations.

(3) When a staff member takes FMLA leave on an intermittent or reduced FMLA leave schedule basis, the Board must account for the FMLA leave using an increment no greater than the shortest period of time that the Board uses to account for use of other forms of leave provided that it is not greater than one hour and provided further that a staff member's FMLA leave entitlement may not be reduced by more than the amount of FMLA leave actually taken.

(a) If the Board accounts for use of leave in varying increments at different times of the day or shift, the Board may not account for FMLA leave in a larger increment than the shortest period used to account for other leave during the period in which the FMLA leave is taken.

(b) If the Board accounts for other forms of leave use in increments greater than one hour, the Board must account for FMLA leave use in increments no greater than one hour.

5. Staff Member Notice Requirements

a. A staff member eligible for FMLA leave must give at least a thirty day written advance notice to the Superintendent or designee if the need for the FMLA leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of a staff member or a family member.

(1) If thirty days is not practical, a staff member must provide notice "as soon as practicable" which means as soon as both possible and practical, taking into account all the facts and circumstances in the individual case.

(2) Where it is not possible to give as much as thirty days' notice, "as soon as practical" ordinarily would mean at least verbal notification to the Superintendent or designee within one or two business days or when the need for FMLA leave becomes

known to a staff member.

(3) The written notice shall include the reasons for the FMLA leave, the anticipated duration of the FMLA leave, and the anticipated start of the FMLA leave.

(4) When planning medical treatment, a staff member must consult with the Superintendent or designee and make a reasonable effort to schedule the FMLA leave so as not to unduly disrupt the educational program, subject to the approval of the health care provider.

(a) Staff members are ordinarily expected to consult with the Superintendent or designee prior to scheduling of treatment that would require FMLA leave for a schedule that best suits the needs of the Board and a staff member.

(5) Intermittent FMLA leave or FMLA leave on a reduced FMLA leave schedule must be medically necessary due to a serious health condition or a serious injury or illness. A staff member shall advise the Board of the reasons why the intermittent/reduced FMLA leave schedule is necessary and of the schedule for treatment, if applicable.

(a) A staff member and the Board shall attempt to work out a schedule for such FMLA leave that meets a staff member's needs without unduly disrupting the Board's operations, subject to the approval of the health care provider.

(6) Where a staff member does not comply with the Board's usual notice and procedural requirements, and no unusual circumstances justify the failure to comply, FMLA-protected leave may be delayed or denied.

b. When the approximate timing of the need for FMLA leave is not foreseeable, a staff member should give notice to the Superintendent or designee for FMLA leave as soon as practicable under the facts and circumstances of the particular case.

(1) It is expected a staff member will give notice to the Superintendent or designee within no more than one or two business days of learning of the need for FMLA leave, except in extraordinary circumstances where such notice is not foreseeable.

(2) A staff member should provide notice to the Board either in person, by telephone, telegraph, fax machine, email, or other electronic means.

6. Outside Employment During FMLA Leave

a. A staff member during any period of FMLA leave is prohibited from performing any services on a full-time basis for any person for whom a staff member did not provide services immediately prior to commencement of the FMLA leave.

(1) A staff member using FMLA leave may commence part-time employment that shall not exceed half the regularly scheduled hours worked for the Board.

(2) A staff member may continue the part-time employment that commenced prior to the FMLA leave at the same number of hours that a staff member was regularly scheduled prior to such FMLA leave.

7. "Instructional Employees" Exceptions for FMLA Leave

a. "Instructional Employees" are those staff members whose principal function is to teach and instruct students in class, a small group, or in an individual setting. This term includes teachers, athletic coaches, driving instructors, and special education assistants, such as signers for the hearing impaired.

(1) Teacher assistants or aides who do not have as their principal job actual teaching or instructing, guidance counselors, child study team members, curriculum specialists, cafeteria workers, maintenance workers, and/or bus drivers are not considered instructional staff members for the purposes of this Policy.

(2) For purposes of this Policy "Instructional Employees" shall be referred to as "Instructional Staff Members".

b. "Semester" means the school semester that typically ends near the end of the calendar year and the end of the spring each school year. The Board can have no more than two semesters in a school year.

c. FMLA leave taken at the end of the school year and continues into the beginning of the next school year is considered consecutive FMLA leave.

c. Eligible instructional staff members that need intermittent or reduced FMLA leave to care for a family member or for a staff member's own serious health condition which is foreseeable based on planned medical treatment and would be on FMLA leave more than twenty percent of the total number of working days over the period the FMLA leave would extend, the Board may:

(1) Require a staff member to take the FMLA leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or

(2) Transfer a staff member temporarily to an available alternative position for which a staff member is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of FMLA leave than does a staff member's regular position.

e. If the instructional staff member does not give the required notice for FMLA leave that is foreseeable and desires the FMLA leave to be taken intermittently or on a reduced FMLA leave schedule, the Board may require a staff member to take FMLA leave of a particular duration, or to transfer temporarily to an alternative position. Alternatively, the Board may require a staff member to delay taking the FMLA leave until the notice provision is met.

f. If an instructional staff member begins FMLA leave more than five weeks before the end of the school year, the Board may require a staff member to continue taking FMLA leave until the end of the semester if:

(1) The FMLA leave will last three weeks; and

(2) A staff member would return to work during the three-week period before the end of the semester.

g. If an instructional staff member begins FMLA leave for a purpose other than a staff member's own serious health condition during the five week period before the end of the semester, the Board may require a staff member to continue taking FMLA leave until the end of the semester if:

(1) The FMLA leave will last more than two weeks; and

(2) The staff member would return to work during the two week period before the end of the semester.

h. If an instructional staff member begins FMLA leave for a purpose other than a staff member's own serious health condition during the three week period before the end of a semester, the Board may require a staff member to continue taking FMLA leave until the end of the semester if the FMLA leave will last more than five working days.

i. An example of FMLA leave falling within the situations outlines in B.7.f., B.7.g., and B.7.h. above:

(1) If a staff member plans two weeks of FMLA leave to care for a family member which will begin three weeks before the end of the term, the Board could require a staff member to stay out on FMLA leave until the end of the term.

j. In the case of a staff member who is required to take FMLA leave until the end of an academic term, only the period of FMLA leave until a staff member is ready and able to return to work shall be charged against a staff member's FMLA leave entitlement.

k. The Board may require a staff member to stay on FMLA leave until the end of the school term. Any additional leave required by the Board to the end of the school term is not counted as FMLA leave; however:

(1) The Board shall be required to maintain a staff member's group health insurance; and

(2) The Board shall be required to restore a staff member to the same or equivalent job including other benefits at the conclusion of the leave.

8. FMLA Leave Related to Military Service

a. Definitions for FMLA related to military service shall be in accordance with 29 CFR §§825.122; .126; .127; and .310.

b. The foreign deployment of the staff member's spouse, child, or parent in accordance with 29 CFR §§825.122 and .126:

(1) The district must grant an eligible staff member up to twelve work weeks of unpaid, job-protected FMLA leave during any twelve month period for qualifying exigencies that arise when the staff member's spouse, child, or parent is on covered active duty, or has been notified of an impending call or order to covered active duty.

c. Military caregiver FMLA leave provides care for a covered service member with a serious injury or illness in accordance with 29 CFR §§825.122 and .127:

(1) The district must grant up to a total of twenty-six workweeks of unpaid, job-protected FMLA leave during a "single twelve month period" to care for a covered service member with a serious injury or illness.

9. Verification

a. The Board shall require that a staff member's FMLA leave to care for a staff member's covered family member with a serious health condition, or due to a staff member's own serious health condition that makes a

staff member unable to perform one or more of the essential functions of a staff member's position, be supported by a certification issued by the health care provider of a staff member or a staff member's family member.

(1) The Board must give written notice of a requirement for certification each time a certification is required. The Board's oral request to a staff member to furnish any subsequent certification is sufficient.

b. The Board shall require a staff member furnish certification at the time a staff member gives notice of the need for FMLA leave or within five business days thereafter, or, in the case of unforeseen FMLA leave, within five business days after the FMLA leave commences.

(1) The Board may request certification at some later date if the Board later has reason to question the appropriateness of the FMLA leave or its duration.

(2) A staff member must provide the requested certification to the Board within fifteen calendar days after the Board's request, unless it is not practicable under the particular circumstances to do so despite a staff member's diligent, good faith efforts or the Board provides more than fifteen calendar days to return the requested certification.

c. When FMLA leave is taken because of a staff member's own serious health condition, or the serious health condition of a family member, the Board shall require a staff member to obtain a medical certification from a health care provider that sets forth the following information:

(1) The name, address, telephone number, and fax number of the health care provider and type of medical practice/specialization;

(2) The approximate date on which the serious health condition commenced, and its probable duration;

(3) A statement or description of appropriate medical facts regarding the patient's health condition for which FMLA leave is requested. The medical facts must be sufficient to support the need for FMLA leave.

(a) Such medical facts may include information on symptoms, diagnosis, hospitalization, doctor visits, whether medication has been prescribed, any referrals for evaluation or treatment (physical therapy, for example), or any other regimen of continuing treatment;

(4) If a staff member is the patient, information sufficient to

establish that a staff member cannot perform the essential functions of a staff member's job as well as the nature of any other work restrictions, and the likely duration of such inability;

(5) If the patient is a covered family member with a serious health condition, information sufficient to establish that the family member is in need of care, and an estimate of the frequency and duration of the FMLA leave required to care for the family member;

(6) If a staff member requests FMLA leave on an intermittent or reduced schedule basis for planned medical treatment of a staff member's or a covered family member's serious health condition, information sufficient to establish the medical necessity for such intermittent or reduced schedule FMLA leave and an estimate of the dates and duration of such treatments and any periods of recovery;

(7) If a staff member requests FMLA leave on an intermittent or reduced schedule basis for a staff member's serious health condition, including pregnancy, that may result in unforeseeable episodes of incapacity, information sufficient to establish the medical necessity for such intermittent or reduced schedule FMLA leave and an estimate of the frequency and duration of the episodes of incapacity; and

(8) If a staff member requests FMLA leave on an intermittent or reduced schedule basis to care for a covered family member with a serious health condition, a statement that such FMLA leave is medically necessary to care for the family member, which can include assisting in the family member's recovery, and an estimate of the frequency and duration of the required FMLA leave.

d. A staff member may choose to comply with the certification requirement by providing the Board with an authorization, release, or waiver allowing the Board to communicate directly with the health care provider of a staff member or his or her covered family member.

(1) It is a staff member's responsibility to provide the Board with complete and sufficient certification and failure to do so may result in the denial of FMLA leave.

e. If the Board has reason to doubt the validity of a medical certification, the Board may require a staff member to obtain a second opinion at the Board's expense.

(1) The Board may designate the health care provider to furnish the second opinion, but the selected health care provider may not be employed on

a regular basis by the Board.

f. If the opinions of a staff member's and the Board's designated health care providers differ, the Board may require a staff member to obtain certification from a third health care provider, again at the Board's expense. This third opinion shall be final and binding. The third health care provider must be designated or approved jointly by the Board and the staff member.

10. Reinstatement Following FMLA Leave

a. On return from FMLA leave a staff member is entitled to be returned to the same position a staff member held when FMLA leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

(1) A staff member is entitled to such reinstatement even if a staff member has been replaced or his or her position has been restructured to accommodate for a staff member's absence.

(2) The requirement that a staff member be restored to the same or equivalent job with the same or equivalent pay, benefits, and terms and conditions of employment does not extend to de Minimis, intangible, or unmeasurable aspects of the job.

b. Denial of Reinstatement

(1) A staff member has no greater right to reinstatement or to other benefits and conditions of employment that if a staff member had been continuously employed during the FMLA leave period.

(a) The Board must be able to show that a staff member would not otherwise have been employed at the time reinstatement is requested in order to deny restoration to employment.

(2) The Board may deny job restoration to "key employees", if such denial is necessary to prevent substantial and grievous economic injury to the operations of the Board.

(a) A "key employee" is a salaried FMLA-eligible staff member who is among the highest paid ten percent of all staff members employed by the Board within seventy-five miles of a staff member's worksite.

(3) If a staff member is unable to perform an essential function of the position because of a physical or mental condition, including the continuation of a serious health condition or an injury or illness also covered by workers' compensation, a

staff member has no right to restoration to another position under the FMLA.

(a) The Board's obligation may; however, be governed by the Americans with Disabilities Act, State leave law, or workers' compensation laws.

(4) A staff member who fraudulently obtains FMLA leave from the Board is not protected by FMLA's job restoration or maintenance of health benefits provisions.

c. Intent to Return to Work

(1) The Board may require a staff member on FMLA leave to report periodically on a staff member's status and intent to return to work.

d. Fitness for Duty Certification

(1) As a condition of restoring a staff member whose FMLA leave was a result of a staff member's own serious health condition that made a staff member unable to perform a staff member's job, the Board shall require all similarly-situated staff members (i.e., same occupation, same serious health condition) who take FMLA leave for such conditions to obtain and present certification from a staff member's health care provider that a staff member is able to resume work.

(2) A staff member has the same obligations to participate and cooperate in the fitness-for-duty certification process as in the initial certification process.

11. The Board of Education Notice

a. Notice of Staff Member Rights Under FMLA

(1) The Board shall post and keep posted on its premises, in conspicuous places where staff members are employed, a notice explaining the FMLA's provisions and providing information concerning the procedures for filing complaints of violations of the FMLA with the Wage and Hour Division.

(a) The notice will be posted prominently where it can be readily seen by staff members and applicants for employment.

(b) The poster and the text will be large enough to be easily read and contain fully legible text.

(c) Electronic posting is sufficient to meet this posting requirement as long as it otherwise meets the requirements of B.11.

(2) The Board shall also provide this general notice to each staff member by including the notice in staff members' handbooks or other written guidance to staff members concerning staff member benefits or FMLA leave rights, if such written materials exist, or by distributing a copy of the general notice to each new staff member upon hiring. In either case, distribution may be accomplished electronically.

(3) Access to and/or distribution of this Policy shall serve as school district notice to staff members of their rights pursuant to 29 CFR §825 et seq.

b. Eligibility Notice

(1) When a may be for an FMLA-qualifying reason, the staff member's eligibility to take FMLA leave within five business days, absent extenuating circumstances.

c. Designation Notice

(1) The Board is responsible in all circumstances for designating leave as FMLA-qualifying, and for giving notice of the designation to a staff member. The Board must notify a staff member whether the leave will be designated and will be counted as FMLA leave within five business days absent extenuating circumstances.

(2) If the Board requires paid leave to be substituted for unpaid FMLA leave, or that paid leave taken under an existing leave plan be counted as FMLA leave, the Board must inform a staff member of this designation at the time of designating the FMLA leave.

12. Local Board of Education Practices

a. Substitution of Paid Leave

(1) Whether a staff member is required to use sick time or any other accrued leave time concurrent with FMLA leave time will depend upon either the district's practice or a provision in the district's collective bargaining agreement, if applicable.

b. Maintenance of Staff Member Benefits

(1) The Board must maintain a staff member's coverage under any group health plan on the same conditions as coverage would

have been provided if a staff member had been continuously employed during the entire FMLA leave period.

C. Shared Provisions

1. Interference with Family Leave Rights

The NJFLA and the FMLA prohibit interference with a staff member's rights under the law, and with legal proceedings or inquiries relating to a staff member's rights. Unless permitted by the law, no staff member shall be required to take family leave or to extend family leave beyond the time requested. A staff member shall not be discriminated against for having exercised his/her rights under the NJFLA and the FMLA nor discouraged from the use of family leave.

2. Non-Tenured Teaching Staff

Family leave granted to a no tenured staff member cannot extend a staff member's employment beyond the expiration of his/her employment contract.

3. Record Keeping

The Superintendent or designee shall ensure the keeping of accurate attendance records that distinguish family leave from other kinds of leave so a staff member's entitlement to NJFLA leave and FMLA leave can be properly determined.

4. Processing of Complaints

a. New Jersey Family Leave Act

(1) Any complaint alleging a violation of the NJFLA shall be processed in the same manner as a complaint filed under the terms of N.J.S.A. 10:5-1 et seq. and N.J.A.C. 13:4 through the New Jersey Department of Law and Public Safety, Division on Civil Rights.

b. Federal Family and Medical Leave Act (FMLA)

(1) If there is a dispute between the Board and a staff member as to whether leave qualifies as FMLA leave, it should be resolved through discussion between the staff member and the Superintendent or designee. Such discussions and the decision shall be documented by the Superintendent or designee.

(2) A staff member also may file, or have another person file on his/her behalf, a complaint with the United States Secretary of Labor. A complaint may be filed in person, by mail, or by telephone with the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, at any

local office of the Wage and Hour Division.

(3) This Policy 1643 shall be posted on the school district website, in a manner accessible to all staff members and a hard copy shall be provided to all staff members annually prior to the beginning of the school year and upon initial employment in the school district during the school year.

29 CFR §825 et seq.

29 CFR §785

N.J.S.A. 10:5-1;

N.J.S.A. 34:11B et seq.

N.J.A.C. 13:14-1 et seq.

Adopted:

5330.01 Administration of Medical Marijuana (M)

The Board of Education, in accordance with the requirements of N.J.S.A. 18A:40-12.22, must adopt a Policy authorizing parents, and designated caregiver(s) to administer medical cannabis to a qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event. The parent of a qualifying student patient requesting the administration of medical cannabis to the student while on school grounds, aboard a school bus, or attending a school-sponsored event must comply with the provisions of N.J.S.A. 18A:40-12.22 and N.J.S.A. 24:6I-1 et seq. and Policy and Regulation 5330.01.

A student enrolled in the school district must be authorized to engage in the medical use of cannabis pursuant to N.J.S.A. 24:6I-1 et seq. and that the parent or designated caregiver be authorized to assist the student with the medical use of cannabis pursuant to N.J.S.A. 24:6I-1 et seq. The student and the designated primary caregiver(s) must complete registration with the Cannabis Regulatory Commission in accordance with the requirements of N.J.S.A. 24:6I-4.

The parent of the student authorized to engage in the medical use of cannabis must submit a written request with supporting documentation to the Principal requesting approval to have a designated caregiver(s) assist in the administration of medical cannabis to the qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event. The Principal, in consultation with the school nurse, the school physician, and the Superintendent of Schools, will review each request and upon approval will inform the parent in writing of the approval with details for the administration of medical cannabis to the qualifying student patient. The medical use of cannabis by a qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event will only be authorized after the written approval from the Principal is provided to the parent.

Medical cannabis may only be administered to the qualifying student patient while the student is on school grounds, aboard a school bus, or attending a school-sponsored event by the designated caregiver(s) in accordance with the provisions of N.J.S.A. 18A:40-12.22 and N.J.S.A. 24:6I-1 et seq. The prescribed medical cannabis must be in the possession of the designated caregiver(s) at all times, except during the administration process. The designated caregiver(s) shall comply with the requirements of the Principal's written approval for the administration of medical cannabis to the qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event.

All health records related to the administration of medical cannabis to a qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event shall be maintained in accordance with the requirements of N.J.A.C. 6A:16-2.4 and N.J.A.C. 6A:32-7.4.

No person shall be subject to arrest or prosecution for constructive possession, conspiracy, or any other offense for simply being in the presence or vicinity of the medical use of cannabis as authorized under N.J.S.A. 24:6I-1 et seq. or N.J.S.A. 18A:40-12.22. No custodial parent; or person who has legal custody of a qualifying student patient who is a minor shall be subject to arrest or prosecution for constructive possession, conspiracy, or any other offense for assisting the minor in the medical use of cannabis as authorized under N.J.S.A. 24:6I-1 et seq. or N.J.S.A. 18A:40-12.22.

N.J.S.A. 18A:40-12.22
N.J.S.A. 24:6I-1 et seq.
N.J.A.C. 6A:16-2.4; 6A:32-7.4

Adopted:

7425 LEAD TESTING OF WATER IN SCHOOLS

The health, safety, and welfare of the children in the school district are of utmost importance to the Board of Education. The potential exposure to lead-contaminated drinking water poses serious health problems, particularly for children, as well as for teachers and school personnel, since the risk of lead contamination can come from pipe and plumbing fixtures in school facilities or on school grounds. The Board shall assure the availability of potable drinking water through sanitary means in school facilities or on school grounds. The Board of Education shall provide, in accordance with N.J.A.C. 6A:26-12.4, testing for lead in all district sources of drinking water.

The Board shall conduct lead sampling and analysis in all drinking water outlets to which a student or staff member has or may have access in each school facility, other facility, or temporary facility, as soon as practicable, but no later than July 13, 2017, unless the district qualifies for an exemption in accordance with N.J.A.C. 6A:26-12.4 (j). This lead sampling and analysis shall be conducted with a lead sampling plan in accordance with N.J.A.C. 6A:26-12.4(d)1, 2, and 3, and shall be in accordance with the Safe Drinking Water Act, N.J.S.A. 58:12A-1.

The Superintendent of Schools or designee shall complete a review of the final laboratory results within seventy-two hours of receipt. Within twenty-four hours after the Superintendent or designee has completed a review of final laboratory results in accordance with the provisions of N.J.A.C. 6A:26-12.4(e), the test results shall be made publicly available at the school facility and on the Board of Education's website. If any results exceed the permissible lead action level, the Board shall provide written notification to the parents of all students attending the facility, facility staff, and the New Jersey Department of Education. This written notification shall include: a description of the measures taken by the Board Superintendent or designee to immediately end the use of each drinking water outlet where the water quality exceeded the permissible lead action level; any additional remedial action taken or planned by the Board of Education; the measures taken to ensure that alternate drinking water has been made available to all students and staff members; and information regarding the health effects of lead in accordance with N.J.A.C. 6A:26-12.4(e)1 and 2. Notwithstanding the results or date of any prior testing, the Board shall continue to test drinking water outlets in the designated Statewide required testing year, which shall be every third school year beginning with the 2021-2022 school year and subsequently occurring in the 2024-2025 school year. By no later than June 30 of the designated Statewide required testing year, the Board shall test all drinking water outlets in accordance with N.J.A.C. 6A:26-12.4(g)1. The Board shall sample for lead after the replacement of any drinking water outlet or any other alteration to plumbing or service lines that may impact lead levels at the outlet, in accordance with N.J.A.C. 6A:26-12.4.

The Board shall submit to the New Jersey Department of Education by June 30 of each year a statement of assurance, that the school district completed lead testing in accordance with N.J.A.C. 6A:26-12.4; that notifications were provided consistent with N.J.A.C. 6A:26-12.4; and that alternative drinking water continues to be made available to all students and staff, if necessary, pursuant to N.J.A.C. 6A:26-12.4 (i).

The Board may apply for reimbursement for the costs of any water supply testing and analysis conducted, in accordance with N.J.A.C. 6A:26-12.4 (k).

N.J.S.A. 58:12A-1 et seq.
N.J.A.C. 6A:26-12.4

Adopted: 21 February 2018

R 5330.01 Administration of Medical Marijuana (M)

A custodial parent, or person having legal custody of a student requesting the administration of medical cannabis to a qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event must comply with the procedures and requirements of N.J.S.A. 18A:40-12.22 and N.J.S.A. 24:6I-1 et seq. and this Regulation.

A. Definitions

For the purposes of ~~this~~ Policy and Regulation 5330.01:

1. "Cannabis" has the meaning given to marijuana in Section 2 of the "New Jersey Controlled Dangerous Substances Act," N.J.S.A. 24:21-2.

2. "Commission" means the Cannabis Regulatory Commission established pursuant to N.J.S.A. 24:6I-24.

3. "Designated caregiver(s)" means a resident of New Jersey who:

   a. Is at least eighteen years old;

   b. Has agreed to assist with a registered qualifying student patient's medical use of cannabis, is not currently serving as a designated caregiver(s) for more than one other qualifying patient, and is not the qualifying student patient's health care practitioner;

   c. Is subject to the provisions of N.J.S.A. 24:6I-4.c.(2), has never been convicted of possession or sale of a controlled dangerous substance, unless such conviction occurred after the effective date [Oct. 1, 2010] of N.J.S.A. 24:6I-1 et seq. and was for a violation of Federal law related to possession or sale of cannabis that is authorized under N.J.S.A. 24:6I-1 et seq. or N.J.S.A. 18A:40-12.22 et seq.;

   d. Has registered with the Commission pursuant to N.J.S.A. 24:6I-4 and, except in the case of a designated caregiver(s) who is an immediate family member of the qualified student patient, has satisfied the criminal history background check requirement of N.J.S.A. 24:6I-4; and

   e. Has been designated as designated caregiver(s) by the qualifying student patient when registering or renewing a registration with the Commission or in other written notification to the Commission.

4. "Health Care Practitioner" means a physician, advanced practice nurse, or physician assistant licensed or certified pursuant to N.J.S.A. 45 who:

a. Possesses active registrations to prescribe controlled dangerous substances issued by the United States Drug Enforcement Administration and the Division of Consumer Affairs in the Department of Law and Public Safety;

b. Is the health care practitioner responsible for the ongoing treatment of a qualifying student patient's qualifying medical condition, the symptoms of that condition, or the symptoms associated with the treatment of that condition, provided; however, that the ongoing treatment shall not be limited to the provision of authorization for a patient to use medical cannabis or consultations solely for that purpose; and

c. If the qualifying student patient is a minor, a pediatric specialist.

5. "Medical use of cannabis" means the acquisition, possession, transport, or use of cannabis or paraphernalia by a registered qualifying student patient as authorized by N.J.S.A. 24:6I-1 et seq. and N.J.S.A. 18A:40-12.22 et seq.

6. "Parent" means the custodial parent, or person who has legal custody of a qualifying student patient who may also be the designated caregiver(s) registered with the Commission by the New Jersey Department of Health to administer medical cannabis to a student in accordance with the provisions of N.J.S.A. 18A:40-12.22 and N.J.S.A 24:6I-4.

7. "Qualifying student patient" for the purpose of Policy and Regulation 5330.01 means a resident of the State who is a student enrolled and attending school in this school district who has been authorized for the medical use of cannabis by a health care practitioner in accordance with the provisions of N.J.S.A. 18A:40-12.22 and N.J.S.A 24:6I-41 et seq.

8. "Registration with the Commission" means a person has met the qualification requirements for, and has been registered by the Commission as, a registered qualifying patient, designated caregiver(s), or institutional caregiver(s). The Commission shall establish appropriate means for health care practitioners,

health care facilities, medical cannabis dispensaries, law enforcement, schools, facilities providing behavioral health services or services for persons with developmental disabilities, and other appropriate entities to verify an individual's status as a registrant with the Commission.

B. Registration – Qualifying Student Patient and Designated Caregiver(s)

1. A qualifying student patient must be authorized to engage in the medical use of cannabis and the designated caregiver(s) must be authorized to assist the qualifying student patient with the medical use of cannabis pursuant to the provisions of N.J.S.A. 24:6I-1 et seq.

2. A qualifying student patient and their designated caregiver(s) must complete the registration process in accordance with the provisions of N.J.S.A. 24:6I-4 and any other requirements of the Commission.

3. The qualifying student patient's parent shall be responsible to immediately inform the Principal of any change in the status of the student's registration with the Commission that would deem the registration with the Commission null and void due to any reason outlined in N.J.S.A. 24:6I-1 et seq.4.

4. The qualifying student patient's designated caregiver(s) shall be responsible to immediately inform the Principal of any change in the status of any designated caregiver(s)'s current registration with the Commission that would deem the registration with the Commission null and void due to any reason outlined in N.J.S.A. 24:6I-1 et seq.4.

C. Submission for Authorization for Administration of Medical Cannabis

1. A parent of a qualifying student patient requesting the administration of medical cannabis to the student while on school grounds, aboard a school bus, or attending a school-sponsored event must submit a written request to the Principal with proof of current registration with the Commission for the qualifying student patient and the designated caregiver(s) and a copy of the health care provider's order or prescription indicating dosage information and the method of administration for the medical cannabis to the qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event.

   The Principal may request the parent provide additional documentation from the health care provider that the medical cannabis must be administered during the time of the day when the student is on school grounds, aboard a school bus, or attending a school-sponsored event and the medical cannabis cannot be administered and/or will not be effective during alternate times when the student is not on school grounds, aboard a school bus, or attending a school-sponsored event.

   a. The parent's written request and all supporting documentation must be submitted to the Principal at least five school days before the first day of the requested administration.

2. The Principal shall review the proof of current registration with the Commission and supporting documentation submitted by the parent with the school physician, the school nurse, and the Superintendent of Schools.

3. Upon review and approval of the documentation submitted by the parent, the Principal will inform the parent or designated caregiver(s), if the parent is not the designated caregiver(s), in writing with the following information:

   a. The location (school, office, etc.) where the designated caregiver(s) shall report to administer the medical cannabis;

b. The school staff member(s) who the designated caregiver(s) must see to coordinate the administration of medical cannabis;

c. The time the designated caregiver(s) shall report to administer the medical cannabis;

d. The specific location where the medical cannabis shall be administered to the student; and

e. A copy of Policy and Regulation 5330.01 – Administration of Medical Cannabis.

4. In the event the Principal, after consultation with the school nurse, school physician, and Superintendent, has a question or concern regarding the current registration with the Commission or supporting documentation submitted by the parent, the Principal or school physician will contact the parent with the question or concern.

5. The administration of medical cannabis on school grounds, aboard a school bus, or at a school-sponsored event, pursuant to N.J.S.A. 18A:40-12.22, will only be authorized after the approval required by Policy and Regulation 5330.01.

D. Administration of Medical Cannabis

1. Medical cannabis shall only be administered by the designated caregiver(s) and at the approved location, times, and method as indicated in the parent's request that was approved in writing by the Principal.

2. In accordance with the provisions of N.J.S.A. 18A:40-12.22.b.(5), medical cannabis cannot be administered to a qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event by smoking or other form of inhalation.

3. Prescribed medical cannabis must always be in the possession of the designated caregiver(s) and may not be in the possession of the qualifying student patient at any time on school grounds, aboard a school bus, or at a school-sponsored event.

4. The Principal, after consultation with the school nurse, school physician, and the Superintendent, will determine a specific location for the administration of the medical cannabis to the qualifying student patient.

a. The Principal will designate a private area, if possible, for the designated caregiver(s) to administer the medical cannabis to the qualifying student patient. The amount of privacy provided for the administration will depend on the approved method of administration and the designated location. The location may be a nurse's office, a private office, a private restroom facility, or any other location

appropriate for the approved method of administration.

5. The designated caregiver(s) shall report to the approved location prior to the scheduled time for the administration of medical cannabis to the qualifying student patient. The designated caregiver(s) must show proof of current registration with the Commission and a second form of identification which shall be a photograph identification.

6. The Principal or supervising school staff member of a school-sponsored event may designate a school staff member to escort the designated caregiver(s) to the qualifying student patient at the designated time to the designated location for the administration.

7. The Principal may designate a school staff member to observe the administration of the medical cannabis on school grounds, aboard a school bus, or at a school-sponsored event.

8. The designated caregiver(s) shall assist in the administration of medical cannabis to the qualifying student patient in accordance with the method and dosage prescribed by the health care practitioner and included in the parent's request to the Principal.

9. The qualifying student patient shall return to his/her class or event as soon as possible after the administration.

10. The designated caregiver(s) will be escorted outside the school building, away from the school bus, or away from the school-sponsored event, if applicable, by a school staff member after the administration.

    a. The qualifying student patient and/or designated caregiver(s) may be asked to remain at the location of the administration by the school staff member in the event the student needs some additional time after the administration and before returning to their class or event.

11. The designated caregiver(s) shall be responsible for the security of the medical cannabis on school grounds, aboard a school bus, or at a school-sponsored event before, during, and after the administration. At no time shall the qualifying student patient have the medical cannabis in their possession except during the administration process by the designated caregiver(s).

Adopted: