LAKEWOOD BOARD OF EDUCATION
LAKEWOOD PUBLIC SCHOOLS
LAKEWOOD, NEW JERSEY

PUBLIC MEETING – 7:30 P.M. **Wednesday, February 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 6:31pm, 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. Chanina Nakdimen
Mr. Bentzion Treisser
Mr. Heriberto Rodriguez
Mr. Moshe Bender
Mr. Shlomie Stern

Board Members Absent:

Mr. Isaac Zlatkin (Arrived at 7:04pm)

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. 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 6:45pm. Mr. Stern motioned to go into Executive Session and Mrs. Gonzalez seconded the motion.

MOTION TO GO INTO EXECUTIVE SESSION (passed)
Motion: Mr. Stern **Second:** Ms. 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. Isaac Zlatkin
0 Nays:
0 Abstained:
0 Absent:

At 7:58pm, Ms. Gonzalez motioned to go into Public Session and Mr. Raitzik seconded the motion.

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

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
Mr. Heriberto Rodriguez
Mr. Moshe Bender
Mr. Shlomie Stern
Mr. Isaac Zlatkin

Board Members Absent: NONE

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. Diane Piasentini, Purchasing Manager
Mrs. Deborah Zarro, Executive Administrative Professional
Mrs. Omaida Segui, Executive Administrative Professional

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

VI. **MINUTES**: Public Meeting Minutes- January 27, 2021

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

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

IX. **RECOGNITION OF THE PUBLIC**: 1. 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 – None at this meeting.

B. Acceptance of the Treasurer and Board Secretary Reports – None at this meeting.

C. Certification of No Over Expenditures: - None at this meeting.

D. Approval of Bills List for the Warrant Account for February 24, 2021 in the amount of **$7,460,378.34**

E. Approval of Bills List for Cafeteria Account for February 24, 2021 in the amount of **$1,375,303.86**

F. Approval of Bills List for Referendum Account for February 24, 2021 in the amount of **$3,785.00**

G. Approval of Payroll and Board Share of Fica/Medi and DCRP for:
- February 11, 2021 in the amount of $2,779,270.29

H. Approval of payment of New Jersey State Health Benefits for December, 2020 in the amount of $1,672,970.60.

I. Transportation Items

1. Move to approve a mileage increase for Student Transportation Route HOMEES8Q with A2Z Transportation at $1.00 per mile for a total of $103.00 due to the student moving residence.

2. Record and Award Bid T18-2021 for Student Transportation Services received on 2/4/21 @ 10:00 a.m. as follows:

School Bound

Route	Cost	Aide	Total Dly	Inc/Dec	Nbr of Days	Total
CCM4	$260.00	$68.80	$328.80	$0.01	72	$23;673.60
OAKSCHI1	No Bid					
SCHWC99	No Bid					

D.A.G. Transport

Route	Cost	Aide	Total Dly	Inc/Dec	Nbr of Days	Total
CCM4	$250.00	$75.00	$325.00	$0.01	72	$23,400.00
OAKSCHI1	$449.00	$75.00	$524.00	$0.01	77	$40,348.00
SCHWC99	No Bid					

Move to award routes **CCM4 and OAKSC1A** to D.A.G. Transport for a total of **$63,748.00**

3. Approve an Emergency Recovery run by Presidential Transportation who covered a Sports Trip on February 9, 2021 at 2:30 p.m. for LMS girls to Brackman Middle School at a cost of $600.00. This route was originally awarded to KLARR Transport but they were unable to cover the run due to a driver shortage.

4. WHEREAS, the district advertised Bid T19-2021 for Student Transportation Route **SCHWC1RZ** due on February 10, 2021 @ 10:00 am; and

   WHEREAS, no bids were received for this bid;

   BE IT RESOLVED, in accordance with NJAC 6A:27-1.5 and NJAC 6A:27-7.7. to award a Parental Contract for the parents of Lakewood Student in the amount of per diem multiplied by the total number of days not to exceed $19,600 for the remainder of the 2020/2021 school year prorated effective March 1, 2021 thru June 30, 2021 at the rate of $79.20 per diem for a term of 71 days. This assignment has been made in collaboration with the children's CST; and

   BE IT RESOLVED, the total amount payable for this Parental Contract shall not exceed **$5,623.20**

5. Approve the award of Bid 13-2021 to Towne Nursing for Student Transportation Bus Assistants during Covid-19 student transportation protocols at a cost of $42.00 per hour with a four (4) hour minimum per day. Estimated cost for these services is $50,000 a week for 22

weeks for a total of $1,100,000 for the remainder of the 2020/2021 school year charged to CARES Act Funding (20-477-200-500-29-0250) previously awarded on 1/6/2021

6. Approve a corrected Parent contract for the 2020/21 school year FROM THE June 24, 2020 board minutes as follows:

STUDENT ID#	ROUTE	SCHOOL	ESY DAYS	SCHOOL DAYS	TOTAL DAYS	PER DIEM	TOTAL PER DIEM
91619	SCHICE	SCHI	30	183	213	$79.20	$16,869.60

7. Move to approve Student Transportation Quote RFQ T36-2021 as follows:

VENDOR	SCHOOL BOUND						AWARD
	Rte Cost	Inc/Dec	Aide	TTL	x Days	TOTAL	
COAST1	$140.00	$0.01	$66.00	$140.00	79	$11,060.00	AWARD

8. Move to approve corrected Parent Contracts for Student Transportation originally approved on July 15, 2020 as follows:

ROUTE	SCHOOL	STUDENT ID#	ESY DAYS	SCHOOL DAYS	TOTAL DAYS	PER DIEM	TOTAL AMOUNT
SCHIBM	SCHI	907241	30	183	213	$65.00	$13,845.00
SCHIFF	SCHI	908343	30	183	213	$79.20	$16,869.60

J. Approve Membership in the National Cooperative Purchasing Alliance (NCPA) for the purchase of goods and services, pursuant to N.J.S.A. 52:34-6.2, when the aggregate purchase exceeds the bid threshold of $44,000 not including Public Works.

K. Move to approve Direct Flooring Inc. , a NJ State approved CO-OP Vendor #65MCESCCPS ESCNJ 19/20-05 to replace and install vinyl tile flooring at the Ella G. Clarke auditorium at a cost of $57,497.81 (12-000-450-05-0005).

L. Move to approve Nickerson Corp a NJ State approved CO-OP Vendor, contract # ESCNJ 20/21-01 for the purchase and installation of Hussey Fusion auditorium seating with plastic seat, low plastic back and cast aluminum stanchions at the Ella G. Clarke auditorium at a cost of $121,846.00 (12-000-400-450-05-0005).

M. Move to approve Diamond Construction, an Ed-Data Vendor contract #9183 package 24A and contract #9184 package 24B to provide asphalt removal and replacement at the Oak Street School Parking Lot nearest to Carol Street entrance at a cost of $92,000 (12-000-400-450-09-0009)

N. Move to record and award Competitive Contract CC 08-2021 for Nonpublic Curriculum Writing using CARES Act Funding received on 2/4/2021 @ 10:00 a.m.
One response was received and scored by an Evaluation Committee as follows:

Tree of Knowledge					
		TECHNICAL	**MANAGEMENT**	**COST**	
		30 MAX	**45 MAX**	**25 MAX**	**$60 per hour**
SCORER #1		**30**	**45**	**25**	
SCORER #2		**30**	**45**	**25**	
SCORER #3		**30**	**45**	**25**	**TOTAL SCORE**
	AVERAGE SCORE	**30**	**45**	**25**	**100**

*full repost can be viewed on the district website

Move to award CC 08-2021 for Nonpublic Curriculum Writing to Tree of Knowledge as their proposal was responsive and responsible to the specifications and they scored a perfect 100 points by the Evaluation Committee. Total cost will not exceed each schools CARES Act allocation for this service.

O. Move to record and award Competitive Contract CC 09-2021 for Nonpublic Occupational Therapy Services using CARES Act Funding received on 2/4/2021 @ 11:00 a.m.
Three (3) responses were received and scored as follows:

Tender Touch					
		TECHNICAL	**MANAGEMENT**	**COST**	
		30 MAX	**45 MAX**	**25 MAX**	**$125/HR**
SCORER #1		**30**	**45**	**16**	
SCORER #2		**30**	**45**	**16**	
SCORER #3		**30**	**45**	**16**	
	AVG SCORE	**30**	**45**	**16**	
				TOTAL SCORE	**91 PTS**
The Stepping Stones					

Group					
					$79/HR
SCORER #1		**6.5**	**31**	**25**	
SCORER #2		**4.5**	**32**	**25**	
SCORER #3		**6**	**30**	**25**	
	AVG SCORE	**5.67**	**31**	**25**	
				TOTAL SCORE	**61.67 PTS**
Tree of Knowledge					
					$120/HR
SCORER #1		**30**	**7**	**16.5**	
SCORER #2		**30**	**8**	**16.5**	
SCORER #3		**30**	**7.5**	**16.5**	
	AVG SCORE	**30**	**7.5**	**16.5**	
				TOTAL SCORE	**54 PTS**

*full repost can be viewed on the district website

Move to award CC 09-2021 for Nonpublic Occupational Therapy to Tender Touch as their proposal was responsive and responsible to the specifications and they scored 91 points by the Evaluation Committee. Total cost will not exceed each schools CARES Act allocation for this service.

P. Approve the purchase and installation of Play and Park Structure playground equipment and PIP surfacing for Bnos Melech from NZL Equipment Inc., 3180 Express Drive South, Suite G, Islandia, NY 11749, an Educational Data approved cooperative vendor, EDS Bid #10435 at a total cost of $263,000 paid through CARES Grant Funding (20-477-400-732-30-0933-58I). Any additional costs for removal, grading and curbing will be paid directly by Bnos Melech.

Q. WHEREAS, Bid 14-2021 for Nonpublic School Windows & Doors was awarded on January 27, 2021 to Premier Group for each Nonpublic School requesting this project; and

WHEREAS, six (6) of the seven (7) Nonpublic Schools have determined that the bid amount exceeded the schools amount allocated for this project (Yeshiva Nachlei Torah not being one of them); and

WHEREAS, NJSA 18A:18A-22(b) allows for the Board of Education to reject bids if the lowest bid substantially exceeds the appropriation for the goods or services;

BE IT RESOLVED, that the following Nonpublic Schools have determined that the bid amounts substantially exceed the amounts allocated for this project from their Nonpublic Security Grant allocations: Bais Shaindel, Bnos Devorah, Cheder Bnei Torah, Yeshiva Kol Torah, Yeshiva Shagas Aryeh and Cheder Bnei Torah; and

BE IT FURTHER RESOLVED that the Supervisor of Nonpublic Security requests that the Purchasing Agent re-advertise for Nonpublic School Windows & Doors for these six (6) schools.

XI. REPORTS AND RECOMMENDATIONS OF SUPERINTENDENT:

A. Superintendent Items

1. Approve the Second Reading of the following Regulation:

    - Regulation 8220 School Closings

2. Approve the First 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

3. Abolishment of the following Policies and/or Regulations:

    - Policy- 3431.1- Family Leave
    - Policy- 3431.3- New Jersey Family Leave Insurance Program
    - Policy- 4431.1- Family Leave
    - Policy- 4431.3- New Jersey Family Leave Insurance Program
    - Policy & Regulation- 7430- School Safety

4. Approve the revised 2020-2021 District School Calendar.

5. Approve the Job Description for Purchasing Specialist for Grants Office.

6. Move that the Board of Education approve the lease agreement between The Church of St. Mary of the Lake, Lakewood, NJ and the Lakewood Board of Education for property located at 1141 East County Line Road, Lakewood, NJ to be herein known as Piner Elementary School. Monthly costs to be ~~prorated based on usage between district funds~~ budget paid through account #11-000-262-441-00-

000 ~~and Preschool Expansion Grant budget account #20-218-200-440-00- 0211~~ for the following school years:

- First Renewal Term- $45,160 per month ($541,920 annually) (2021-2022)
- Second Renewal Term- $46,695.44 per month ($560,345.28 annually) (2022-2023)
- Third Renewal Term- $48,283.08 per month ($579,396.96 annually) (2023-2024)
- Fourth Renewal Term- $49,924.70 per month ($599,096.40 annually) (2024-2025)
- Fifth Renewal Term- $51,622.15 per month (619,465.80 annually) (2025-2026)

7. Approve the Honors Geometry Class at the High School beginning Tuesday, July 6, 2021 through Friday, August 13, 2021 for 4 hours/day at $40.00/hour, not to exceed $5,000, to be paid through account #20-280-100-100-29-2520-000.

8. 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 #15-401-100-100-03-0003.

Last	**First**
DeSopo	James
Mann	Amy
Minutillo-Shann	Antoinette
Botuck	Yaffa

9. Approve the following staff members to provide SAT Prep, via zoom, at the high school beginning Thursday, February 25, 2021 as needed, until Tuesday, June 15, 2021 for 1 hour/week at $40.00/hour, not to exceed $2,100.00, to be paid through account #15-401-100-100-03-003.

Last	First
Buttita	Peter
Bergamotto	Lisa
Nagueb	Nancy

10. Approve Lakewood High School to enter into a 36-month contract term with Scoir at no-cost to the district for post-secondary planning. Scoir connects prospective students with resources and people that support college discovery, personal connection, and application success.

    Contract Term: 36 months
    Academic Years: 20/21-22/23
    Contract Start Date: 07/01/2020
    Contract End Date: 06/30/2023

11. Approve the NJ Child Assault Prevention (NJ CAP) to give a Virtual one and a half hour staff in-service and a Virtual one and a half hour parent workshop for Oak Street School staff and parents for the 2020-2021 school year, at no cost to the district.

12. 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 $1,700.00 (total cost) to be paid through budget account #20-270-200-300-29-2520-000.

13. Approve Sonia Segui to work in Transportation, Monday through Friday, from 2:00pm to 5:00 p.m. or until busses clear, at straight time up to 40 hours and ~~at~~ time and a half pay after 40 hours, for the 2020-2021 school year, as needed.

14. Approve Amy Bearden to work in Transportation, Monday through Friday, from 4:00pm to 5:00 p.m. or until busses clear, at straight time up to 40 hours and ~~at~~ time and a half pay after 40 hours, for the 2020-2021 school year, as needed.

15. Approve the tuition discount of 18.58 percent to the parents of Student 927395 for the years 2018-19 and 2019-20, as a benefit for working in the Lakewood School District

16. Approve the 2020-2021 tuition costs for the following out-of-district placements to be paid through budget account #11-000-100-561-00-0000. **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 the same**

and the Board specifically approves the 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
905952	Jackson Twp Board of Education	$1,426.20		10 months	09/03/2020-6/18/2021
910066	Jackson Twp Board of Education	$1,564.50		10 months	09/03/2020-6/18/2021

17. Approve the 2020-2021 tuition costs for the following out-of-district placements to be paid through budget account #11-000-100-563-00-0000. **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 the same and the Board specifically approves the 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
204240	Mercer County Tech Schools	$558.00		10 months	09/02/2020-6/30/2021

18. 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 the same and the Board specifically approves the 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
933820	SCHI	$606.89		87 days	02/21/2021-6/30/2021
933660	SCHI	$606.89		92 days	01/26/2021-6/30/2021
933591	SCHI	$606.89	$166.66	126 days	12/01/2021-6/30/2021
927589	Ladacin Network/ Lehman School	$360.00		94 days	01/27/2021-6/30/2021

19. **Be it Hereby Resolved** that in the student matter captioned M.W. o/b/o K.W. v the Lakewood Board of Education, Docket No.: EDS-09001-2020; Agency Ref. No.: 2021-32119, subject to OAL Approval, Final Review, State Monitor Approval , Superintendent Approval ,and review by the law firm of Methfessel and Werbel . The Board of Education approve the Settlement Agreement from September 2020- June 30, 2024 as follows: District will reimburse parent and/or render payment to a third party designated by the parents for the following: One to One Medical Aide at the school selected by the parent at a rate of $33 per hour while the student is attending school ,provided the aide is fingerprinted (or has an application to be fingerprinted) and has a high school diploma; for the related services as stated in the IEP dated 12/15/20 to be provided by NJDOE certified providers (Physical Therapy at a rate of $80/hr, Occupational Therapy at a rate of $70/hr and Speech Therapy at a rate of $70/hr); 10 hours (5 hours Math and 5 hours English) of supplemental instruction per week at a rate of $40/hr to be provided by NJDOE certified providers . The District reserves the right to observe the student every month of May that the agreement is in effect and reserves the right to have the student evaluated to review progress, and, if, in the district's determination, progress is not noted, this agreement will cease and the Parents shall have the right to convene an IEP meeting with stay put

being the program and placement then offered by the District should the student herein be deemed Eligible for Special Education and Related Services. No IEP for the period stated above. No other fees and/or cost. No Transportation nor reimbursement for transportation. No Stay Put. No Nurse. It is agreed that the student will not be entitled to any services from the district beyond June 2024. As recommended by the Supervisor of Special Education and the Child Study Team **(Student ID 905795)**

20. Approval to pay the accredited The Laurel School of Princeton as per the IEP dated 9/18/20 at a rate of $4,200.00 per month not to exceed $42,000.00 through June 30, 2021 includes tuition and fees; ESY 2020 in the amount of $3,000.00 as recommended by the Child Study Team and the Supervisor of Child of the Child Study Team. **(Student ID 915268)**

21. 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.

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

22. Approve Kid Clan Services to provide an educational evaluation at a rate of $425.00 for student S.L. 911776 for the 2020-2021 school year; to be paid through budget account 11-000-219-320-00-0000/11-000-219-390-13-0000.

23. 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	3/1/21 – 3/31/21	$40.00
932959	Brenda Douglas	3/1/21 – 3/31/21	$40.00
912193	Carmella Quick	3/1/21 – 3/31/21	$40.00

933765	Leilanie Small	2/3/21 – 3/3/21	$40.00
907460	Tanya Lees	1/22/21 – 2/3/21	$40.00
919456	Kathryn Bower	2/8/21 – 2/17/21	$40.00
931049	Kathryn Bower, Lisa Mruk	3/1/21 – 3/31/21	$40.00
225425	Delta-T	1/22/21 – 2/3/21	$40.00
931041	Gissela Malgeri	3/1/21 – 3/31/21	$40.00
906005	Tanya Lees	2/5/21 – 3/5/21	$40.00
906112	Tanya Lees	2/1/21 – 2/9/21	$40.00
204275	Candy Herriger	2/9/21 – 3/11/21	$40.00
907104	Daniel Silvestri	2/6/21 – 3/2/21	$40.00
923988	Todd Pizzella	3/1/21 – 3/31/21	$40.00
911027	Kathleen Kirby	2/5/21 – 3/31/21	$40.00

24. Approve Delta-T to provide Home instruction services for the Lakewood school district for the period from 1/11/21 - 6/30/21 at a rate of $40.00 per hour not to exceed $5,000.00; from budget account #11.150.100.320.00.0000.

25. Approve Staff Development to provide 15 days of professional development which includes: special education, videos and resources for Lakewood Special Education teachers for the 2020-2021 school year at a rate of $1,700.00 per day; not to exceed $25,500.00, to be provided through Title IIA funds, budget account #20-270-200-300-29-2520-0000.

26. Approve Books International dba Letterland for training and coaching at a cost of $3,100/day to be held for 2 days throughout the 2020-2021 school year, to be paid through Title IIA funds from Account #20-270-200-300-29-2520-000, not to exceed $15,500.00.

27. 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
934001	Preferred Home Health Care & Nursing Services	$53.00/hr./RN $50.00/hr./LPN	2/22/2021-6/30/2021
934001	Bayada Home Health Care, Inc.	$50.00/hr./RN & LPN	2/22/2021-6/30/2021

28. Approve the following Nonpublic grant playground items:

School	Vendor	Description	Amount	Grant	Account
UTA LKWD	NZL Equipment Inc.	Play and Park Structure	$31,869.20	CARES	20-477-400-732-30-1987-13F

29. Approve the following books to be used in the public schools:

Author	Title	ISBN #	Publisher	Copyright (year)	Edition
Tzippy Neuman	Safa Lene'emanim	9781733098519	Safah Lene'emanim Publication	2019	1
John Reynolds Gardiner:	Stone Fox	9780999736937	Next Level Literacy	2019	1
Leah Schepansky Tzippy Neuman	Milim Utzlilim Level 1 Book 1	9781733098502	Safah Lene'emanim	2019	N/A
Leah Schepansky TzippyNeuman	Milim Utzlilim Level 1 Book 2	9781733098519	Safah Lene'emanim	2019	N/A
Leah Schepansky Tzippy Neuman	Milim Utzlilim Level 2 Book 1	9781733098526	Safah Lene'emanim	2019	N/A

Rivka Tress and Rivky Grossman	Stone Fox - A Comprehensive Study Guide	9780999736937	Next Level Literacy	2018	1
Tzippy Neuman/Leah Schepansky	Milim Utzlilim textbook	9781733098502	Safah Lene'emanim	2019	N/A
Tzippy Neuman/Leah Schepansky	Milim Utzlilim Book B	9781733098519	Safah Lene'emanim	2019	N/A
D. Himy	Write It	9780997269888	Language Builders	2018	1
D. Himy	Write It Sentences	9780997269895	Language Builders	2018	1
Savvas Learning Co	Pre-Algebra Workbook	9780131657205	Savvas	2007	N/A
Rivka Tress and Rivky Grossman	The Rolling Library Reading Comprehension Response Cards-Student Copy	9781733582711	NextLevel Literacy	2019	1
Holt Rinehart & Winston	English Workshop Third Course	9780030971761	Houghton Mifflin Harcourt School	1995	N/A
Anthony Esler, Burton Beers, Elisabeth Gaynor Ellis	World History: Connections to Today	9780131817616	Prentice Hall	2005	N/A
N/A	American History	9780544454194	Holt McDougal	2018	N/A
Scott Foresman	Scott Foresman Math Practice Workbook, Grade 2 WB Edition	0201501309	Scott Foresman	1998	N/A
Scott Foresman	SF Reading 2nd Grade Workbook	0328022446	Scott Foresman	2001	N/A
Scott Foresman	Mathematics, Grade 3: Homework Workbook Workbook Edition	0328075582	Scott Foresman	2004	N/A
Scott Foresman	SF Math 4th Grade Workbook	0328075590	Scott Foresman	2003	N/A

Scott Foresman	Stock Image Scott Foresman Math 2004 Pupil Edition Grade 5	0328030201	Scott Foresman	2004	N/A
Scott Foresman	Scott Foresman Mathematics 2004 Pupil Edition Grade 6	032803021X	Scott Foresman	2004	N/A
Randall Inners Charles	Middle Grades Math 2010 Student Edition Course 2 : Course 2	0133721167	Prentice Hall	2010	N/A
Dr. Allen Bellman, Catherine Tourneau, and Dr. Jill Perry	Sadlier Math Student Edition, Grade 1, Volume 1	9781421789811	William H. Sadlier, Inc.	2019	Sadlier Math
Malky Schwartz	Refresh 1 Reading Workbook	9780692898499	MS Educational Materials LLC	2017	1
Malky Schwartz	Refresh 2 Reading Workbook	9780578466828	MS Educational Materials LLC	2019	1
Max Bell	Wrig 2012 Jrnl 1 For Everyday Math Ccss 1	9780076577279	McGraw Hill	2007	Classic
Palm Tree publisher	People and Places:	9780977780204	Palmtree Publishing Inc.	2009	1
Randell I. Charles	Mathematics	0328117056	Scott Foresman Adison Wesley	2005	N/A
Randell I. Charles	Mathematics Grade K	0328030155	Scott Foresman Addison Wesley	2005	N/A
Randall I. Charles	Mathematics	0328117064	Scott Foresman Addison Wesley	2005	N/A
Savvas Learning Company	Scot 1998 Prac Wkbk For Sf Aw Math 4	9780201312454	Scott Foresman	1998	Classic
Scott Foresman	Scot 2004 Prac Mstr Wkbk For Sf Aw Math 6 (P)	9780328049585	Scott Foresman	2004	Classic
Gantert, Ann X	Integrated Algebra I	9781567655858	Amsco	2007	N/A
Miller and Levine	Biology	9780133669510	Prentice Hall	2010	N/A

McDougal Littell	World History: Patterns of Interaction	9780618108237	McDougal Littell	2001	N/A
Language Builders Inc.	Write It Sentences	9780997269895	Language Builders Inc.	2018	1
Language Builders Inc.	Write It Paragraphs	9780997269888	Language Builders Inc.	2018	1
Shostak, Jerome	Vocabulary Workshop C	9780821571088	Sadlier	2005	N/A
Jerome Shostak	Vocabulary Workshop F	9780821571118	Sadlier	2005	N/A
Mary Hansen	Business Math	9780538448734	South-Western Cengage Learning	2010	17E
Follett	Scot 2008 Reading Street 2.1	9780328243488	Follet	2008	N/A
Follet	Scot 2008 Reading Street 1.3	9780328243457	Follet	2008	N/A
Follet	Scot 2008 Reading Street 3.1	9780328243501	Follet	2008	N/A
Follet	Scot 2008 Reading Street 1.2	9780328243440	Follet	2008	N/A
Sadlier	PiM SE Gr2	9780821536025	Sadlier	2009	N/A
Sadlier	2935-0 PiM SE Gr5	9780821536056	Sadlier	2009	N/A
Sadlier	8875-3 PiM ©2014 Wkbk Gr5	9780821551059	Sadlier	2014	N/A
Gilbertson	Accounting Workbook	9780840065476	Cengage	2019	N/A
Carol Greenes	Houghton Mifflin Mathematics 5	9780618099795	Houghton Mifflin	2002	2
Z. Strulovic	People and Place	9780977780204	Palm Tree	2009	N/A
Z. Sturolvic	Communities All Around	9780977780228	Palm Tree	2015	N/A
Robert Kimmel Smith	Chocolate Fever	9780142405956	Puffin Books	2006	N/A

Houghton Mifflin	Houghton Mifflin MATHEMATICS, Student Edition, Level 1	9780618099757	Houghton Mifflin	2000	N/A
Houghton Mifflin	Houghton Mifflin MATHEMATICS, Student Edition, Level 2	9780618099764	Houghton Mifflin	2000	N/A
Jerome Shostak	Vocabulary Workshop F	9780821571118	Sadlier	2005	N/A
Holt, Rinehart & Winston	English Workshop: Third Course	9780030971761	Holt, Rinehart & Winston	1995	N/A
Lonnie Kahn	Oxford Dictionary: English-Hebrew/Hebrew-English	9789653070271	Gefen Publishing House	1995	N/A
Savvas Learning Co	World History	9780133328462	Savvas	2016	Survey Edition
Savvas Learning Co	WORLD HISTORY 2016 STUDENT EDITION	9780133328578	Savvas	2016	2016 Survey Edition
Sara Gross	Book 2- Magic E, Walking Talking Vowels	9781940205656	ReadBright	2015	1
Sara Gross	Book 3- Ruling R, More Sounds	9781940205663	ReadBright	2015	1
Tzippy Neuman	Milim Utzlilim Level 1	9781733098519	Safah Lene'emanim	2018	1
Tzippi Neuman	Milim Utzlilim Level 2	9781733098526	Safah Lene'emanim Publication	2018	N/A
Tzippi Neuman	Milim Utzlilim Level 2 Book 2	9781733098533	Safah Lene'emanim Publication	2018	N/A
Mosdos Press	Literature Coral Student Edition	9780974216041	Mosdos Press	2006	N/A
Ann Xavier Gantert	Amsco's Integrated Algebra 1	9781567655841	Amsco Publications	2007	N/A
Nystrom	Nystrom Atlas of World History	9780782509403	Nystrom Education	2004	N/A

James E. Coomber and Howard D. Pee	McDougal Littell Wordskills Blue	9780395979860	McDougal Littell	2000	N/A
McDougal Littell	McDougal Littell Wordskills Orange	9780395979839	Houghton Mifflin Harcourt	2000	N/A
Dr. Linda Bennett	My World Social Studies Building Our Country	9780328639298	Pearson	2013	N/A
Theodore Taylor	The Cay	9780440416630	Random House	2002	2
Jason Davidson Mary Anne Poatsy Keith Mulbery	Exploring Microsoft Office Excel 2019 Comprehensive	9780135452752	Pearson	2020	1
Sara Gross	Alef Bais multi-sensory activity book	9781940205007	Readbright	2014	1
Jerome Shostak	Vocabulary workshop Level C	9780821580080	Sadlier	2013	Classic
Jerome Shostak	Vocabulary Workshop Level E	9780821580103	sadlier	2012	Classic
Richard W. Fischer	Pre-Algebra Concepts mastering	9780999443392	Math Essentials	2018	N/A
Richard W. Fischer	Geometry	9780966621174	Math Essentials	2008	N/A
Richard W. Fischer	Mastering Essential Math Skills No Nonsense	9780999443330	Math Essentials	2018	N/A
Houghton Mifflin	Math Grade 1	9780618099757	Houghton Mifflin	2002	N/A
Yocheved Broyde	The Reference Tables Unearthed	9781636841694	Imprint Primedia E Launch LLC	2020	1
Mosdos Press	7th Grade Jade Student Edition	9780967100906	Mosdos Press	1999	12
J. Richard Gentry, Ph.D	Spelling Connections	9781453117293	Zaner Bloser	2016	N/A
Michael Morpurgo	Waiting for Anya	9780140384314	Penguin	1990	2
Houghton Mifflin	McDougal Littell Spelling {Silver} 5	9780812385793	McDougal Littell	1994	N/A

30. Approve the Professional Development for the following staff for the 2020-2021 school year.

LAST NAME	FIRST NAME	WORKSHOP	DATE(S)	REGISTRATION FEE	MILEAGE	OTHER
Kinsella	Aimee	Patterns of Power Espanol	3/25/21**	*$129.00	$0.00	$0.00
Ruiz	Michael	Patterns of Power Espanol	3/25/21**	*$129.00	$0.00	$0.00
Mena	Elsa	Patterns of Power Espanol	3/25/21**	*$129.00	$0.00	$0.00
Orellana	Oscar	20-21 DAANJ Conference	5/2/21-5/6/21	***$425.00	***$44.94	***$668.02

*Registration Account #11-000-223-320-00-0000
**Previously Board Approved on 9/23/20-Rescheduled due to COVID-19
***Conference Account #11-402-100-580-00-0000

IMPORTANT INFORMATION:

Fire Drill Report –
Security Drill Report –
HIB Report –

B. PERSONNEL

1. CERTIFICATED

a. Resignations

1. AGOSTINACCHIO, Jenna
   Special Education Teacher- LHS
   (Rescinded Position- Previously BOE Approved- 1/27/2021)

2. KAMINSKY, Parker
   Guidance Counselor- LHS
   Effective: April 9, 2021

3. KIRK, Peter
   Spanish Teacher- LHS
   Effective: February 11, 2021

4. VANHISE, Steven
   Health and Physical Education Teacher- LHS
   Effective: April 19, 2021 (or sooner)

5. SOLLY, Jennifer
   Special Education Teacher- OAK
   Effective: April 18, 2021

b. Retirements

1. WILSON, John M. SGM
   JROTC Instructor- LHS
   Effective: June 30, 2021
   (Correction from 1/27/2021 Board Agenda)

2. LUICK, Anne
   Interventionist- EGCS
   Effective: February 1, 2021

c. Terminations - None At This Meeting

d. Leaves of Absence

1. Antuna, Ashley
   Teacher-SSS
   Medical-FMLA-Unpaid
   Effective: February 3rd, 2021
   Terminating: February 12th. 2021 (pending doctor's release)

2. Bouney, Michele
   Teacher-SSS
   Maternity-Sick (16 days)-Paid
   Effective: March 1st, 2021
   Terminating: March 22nd, 2021
   Maternity-Extra Consideration (10 days)-Paid minus sub pay
   Effective: March 23rd, 2021
   Terminating: April 13th, 2021
   (pending attendance data)
   Maternity-FMLA-Unpaid
   Effective: April 14th, 2021
   Returning: June 21st, 2021

3. Castro, Vanda
   Teacher-LHS

Contractual Medical-Unpaid
Effective: January 4th, 2021
Returning: February 1st, 2021 (pending doctor's release)
(updated, originally board approved 1/27/21)

4. Cohen, Chaya
   Teacher-LECC Campus 3
   Maternity-Sick (10 days)-Paid
   Effective: February 22nd, 2021
   Terminating: March 5th, 2021
   Maternity- FMLA-Unpaid
   Effective: March 8th, 2021
   Terminating: March 19th, 2021
   Maternity-NJFLA-Unpaid
   Effective: March 22nd, 2021
   Returning: June 14th, 2021

5. Dotts, Jodi
   Teacher=LMS
   Medical-Sick (22 days)-Paid
   Effective: February 19th, 2021
   Returning: March 23rd, 2021 (pending doctor's release)
   (pending attendance data)

6. Gross, Sarah
   Teacher-LECC
   Maternity-FMLA-Unpaid
   Effective: November 30th, 2020
   Terminating: February 28th, 2021
   Maternity-NJFLA-Unpaid
   Effective: March 1st, 2021
   Returning: May 19th, 2021
   (updated, originally board approved 12/16/20 additions)

7. Maley, Eileen
   Nurse-Spruce
   Medical-Sick (24 days)-Paid
   Effective: February 23rd, 2021
   Returning: April 6th, 2021 (pending doctor's release)
   (pending attendance data)

8. Neppel, Arlene
   Nurse-CAGS
   Medical-Sick (28 days)-Paid

Effective: January 4th, 2021
Returning: February 18th, 2021 (pending doctor's release)
(pending attendance data)

9. Osina, Chana
   Speech Therapist-LECC
   Maternity-FMLA-Unpaid
   Effective: February 16th, 2021
   Returning: May 19th, 2021

10. Rex, Kristen
    Literacy Coach-BOE
    Maternity- Sick (8) & Personal (1)-Paid
    Effective: February 3rd, 2021
    Terminating: February 18th, 2021
    (pending attendance data)
    Maternity-FMLA-Unpaid
    Effective: February 19th, 2021
    Returning: May 24th, 2021
    (revised for snow days, originally board approved 12/16/20 additions and 1/27/21)

11. Waxman, Rivka
    Teacher-LECC
    Maternity-Sick (5)-Paid
    Effective: January 19th, 2021
    Terminating: January 25th, 2021
    Maternity-PEAD (2.5 days)-Paid minus sub pay
    Effective: January 26th, 2021
    Terminating: January 28th, 2021
    (pending attendance data)
    Maternity-FMLA-Unpaid
    Effective: January 28th, 2021
    Terminating: February 11th, 2021
    Maternity-NJFLA-Unpaid
    Effective: February 16th, 2021
    Terminating: April 26th, 2021
    Maternity-FMLA-Unpaid
    Effective: April 27th, 2021
    Returning: May 11th, 2021

12. Zaza, Nicholas
    Teacher-CAGS
    Bonding-NJFLA-Unpaid

Effective: April 6th, 2021
Returning: May 14th, 2021

e. Transfers

1. ARLAUCKAS, Christine
   From: Teacher- 1st Grade- PINER
   To: Interventionist- EGCS
   Effective: February 8, 2021
   Terminating: June 30, 2021
   (Replacement for A. Luick-Retired)
   (No Additional Cost to the District)

2. KLOTZ, Mary Ellen
   From: Teacher- ELA/SS- LMS
   To: Teacher (Remote)- CAGS
   Effective: February 16, 2021
   Terminating: June 18, 2021
   (Replacement for N. Dahrouge-Maternity)
   (No Additional Cost to the District)

f. Appointments

1. *READ, Molly
   Bilingual Teacher- 2nd Grade - OAK
   Effective: March 8, 2021
   Terminating: June 30, 2021
   Salary: Step 3, BA- $51,671.00 prorated
   (Replacing C. Cignarella- Resigned)
   (Budget Account #15-240-100-101-09-0009)

2. *VALENTE-MEE, Anna
   ESL Teacher- EGCS
   Effective: February 16, 2021
   Terminating: June 30, 2021
   Salary: Step 12, MA+30- $61,471.00 prorated
   (Replacing S. Mitchell- Resigned)
   (Budget Account #15-120-100-101-09-0009)

3. *SAUNDERS, Alyssa
   Teacher- 4th Grade- EGCS
   Effective: March 15, 2021
   Terminating: June 30, 2021
   Salary: Step 7, MA- $55,971.00 prorated

(Replacing A. Gregson- Retired)
(Budget Account #15-120-100-101-05-0005)

g. Reappointments – None At This Meeting

h. Salary Adjustments – None At This Meeting

i. Stipends – None At This Meeting

j. Tuition Reimbursement

1. CARRION-FLORES, Damarisinai
Teacher – LHS
3 credits
EL 5753 Law and Policy
$2,115.00
(Budget account #11-000-291-280-00-0000)

k. Miscellaneous – None At This Meeting

2. NON-CERTIFICATED

a. Resignations

1. BALS, Brianna
Paraprofessional- OAK
Effective: February 3, 2021

2. PYSNIAK, Donna
Paraprofessional- OAK
Effective: February 16, 2021

b. Retirements

1. BONO, Diane
Paraprofessional- CAGS
Effective: July 1, 2021

c. Terminations - None At This Meeting

d. Leaves of Absence

1. Bearden, Amy
Transportation Coordinator-BOE

Medical- Sick (31), Personal (3), & Vacation (4)-Paid
Effective: December 3rd, 2020
Returning: February 10th, 2021 (pending doctors release)
(pending attendance data)
(updated, originally board approved 12/16/20 additions and 1/27/21)

2. Burke, Pamela
Para-EGC
Medical- Sick (20) & Personal (2)
Effective: December 21st, 2020
Returning: February 3rd, 2021(pending doctors release)
(pending attendance data)
(revised due to snow days, originally board approved 12/16/20 additions)

3. Flores, Reina
Para-LECC
Medical- Sick (10) & Personal (1)-Paid
Effective: February 8th, 2021
Terminating: February 24th, 2021
Medical-PEAD (3 days)-Paid minus sub
Effective: February 25th, 2021
Terminating: March 1st, 2021
(pending attendance data)
Medical-FMLA-Unpaid
Effective: March 2nd, 2021
Returning: March 15th, 2021 (pending doctor's release)

4. Hague, Mary Gail
Administrative Secretary-LHS
Medical- Vacation (23.5 days), Sick (18 days) & Personal (3 days)-Paid
Effective: December 13th, 2020
Terminating: January 27th, 2021
Medical- PEAD (3 days)-Paid minus sub
Effective: January 27th, 2021
Terminating: February 3rd, 2021
(pending attendance data)
Medical-FMLA-Unpaid
Effective: February 3rd, 2021
Returning: February 8th, 2020 (pending doctors release)
(updated, originally board approved 1/27/21)

5. 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: February 16th, 2021 (pending doctors release)

6. Maldonado, Delilah
   Para-LHS
   Maternity-Sick (6) & Personal (3)-Paid
   Effective: February 1st, 2021
   Terminating: February 17th, 2021
   Maternity-FMLA-Unpaid
   Effective: February 18th, 2021
   Returning: April 9th, 2021
   (revised due to snow day, originally board approved 1/27/21)

7. Powell, Mary Ann
   HR Associate-BOE
   Medical- Intermittent- not exceeding Vacation (15.5), Personal (3.5) & Sick (101.5)-Paid
   Effective: February 19th, 2021
   Terminating: June 30th 2021 (pending doctor's release)
   (pending attendance data)

8. Solomon, Shoshana
   Para-LECC
   Contractual Medical-Unpaid
   Effective: April 13th, 2021
   Returning: May 26th, 2021 (pending doctor's release)

e. Transfers

1. NERI, ROSARIA
   From: Paraprofessional- Program - LECC Campus III
   To: Paraprofessional- 1:1 - LECC Campus III
   Effective: February 1, 2021
   Terminating: June 30, 2021
   (New position to fill new IEP Mandate)
   (No additional cost to the District)

2. CANGIALOSI, JULIE
   From: Paraprofessional- 1:1 - LECC Campus III
   To: Paraprofessional- Program- LECC Campus II
   Effective: February 1, 2021
   Terminating: June 30, 2021
   (Reassigned)
   (No additional cost to the District)

3. DRIES, CANDICE
   From: Paraprofessional- Program LECC Campus II
   To: Paraprofessional- 1:1 -- LECC Campus II
   Effective: February 1, 2021
   Terminating: June 30, 2021
   (New Position to meet IEP requirements)
   (No additional cost to the District)

4. GREENSTEIN, BATYA
   From: Paraprofessional- Program LECC Campus II
   To: Paraprofessional- 1:1 -- LECC Campus I
   Effective: February 16 2021
   Terminating: June 30, 2021
   (New Position to meet IEP requirements)
   (No additional cost to the District)

5. NERI, ISABELLA
   From: Paraprofessional- Program LECC Campus I
   To: Paraprofessional- Program LECC Campus II
   Effective: February 16, 2021
   Terminating: June 30, 2021
   (Reassigned)
   (No additional cost to the District)

6. ESQUENAZI, LINDA
   From: Paraprofessional- Program LECC Campus II
   To: Paraprofessional-1:1 LECC Campus II
   Effective: February 16, 2021
   Terminating: June 30, 2021
   (New Position to meet IEP requirements)
   (No additional cost to the District)

7. SIERCHIO, VALERIE
   From: Paraprofessional- 1:1 LECC Campus I
   To: Paraprofessional- Program LECC Campus III
   Effective: February 16, 2021

Terminating: June 30, 2021
(Reassigned)
(No additional cost to the District)

8. GEBHART, GIOVANA
   From: Paraprofessional- 1:1 LECC Campus III
   To: Paraprofessional- 1:1 LECC Campus I
   Effective: February 16, 2021
   Terminating: June 30, 2021
   (Reassigned)
   (No additional cost to the District)

9. SOLOMON, SHOSHANA
   From: Paraprofessional- 1:1 LECC Campus I
   To: Paraprofessional- Program LECC Campus I
   Effective: February 16, 2021
   Terminating: June 30, 2021
   (Reassigned)
   (No additional cost to the District)

f. Appointments

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

2. *ROJAS, Jacqueline
   Paraprofessional- OSS
   Effective: February 22, 2021
   Terminating: June 30, 2021
   Salary: Step 6- $20,099.00 prorated
   (Replacing D. Cutillo- Resigned)
   (Budget Account #15-204-100-106-09-0009)

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

4. *FEIGENBAUM, Galia
   Paraprofessional- LECC
   Effective: March 1, 2021
   Terminating: June 30, 2021
   Salary: Step 18, 90 Credits- $27,184.00 prorated
   (Replacing K. Hartman- Non-Renewed)
   (Budget Account #20-218-100-106-00-1211)

5. *&***ACQUE, Jr., Dominic
   Security Specialist
   Effective: March 1, 2021
   Terminating: June 30, 2021
   Salary: $27.00 per hour
   (not to exceed 30 hours per week)
   (Budget Account #11-000-266-100-00-0000)

6. *&***PUTELO, Victoria
   Breakfast Aide
   Effective: March 3, 2021
   Terminating: June 30, 2021
   Salary: $12.00 per hour
   (maximum 3 hours per day)
   (budget account #60-910-310-000-00-0001)

g. Reappointments – None At This Meeting

h. Salary Adjustments

1. REITANO, Ingrid
   Transportation Manager
   Effective: February 1, 2021
   Terminating: February 19, 2021
   Rate: $100.00 per hour
   Not to exceed 29 hours per week
   (Effective February 20, 2021 hours will revert back to 15 hours per week for the remainder of the school year)

2. Security Specialist
   Effective: February 25, 2021
   Terminating: June 30, 2021
   Salary: $30.00 per hour as per Contract
   for Paraprofessional ParaPro Passing Grade or NJDOE Teacher Substitute Certificate

Name
Rao, Joseph- Paraprofessional

i. Stipends – None At This Meeting

j. Miscellaneous

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

   - Pysniak, Donna

2. SUBSTITUTE SECRETARY
   2020-2021 school year
   $12.00 per hour

   - Pysniak, Donna

* 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. Nakdimen **Second:** Mr. Stern
9 Ayes: Mrs. Ada Gonzalez, Mr. Meir Grunhut, Mr. Chanina Nakdimen, Mr. Bentzion Treisser,

Mr. Heriberto Rodriguez, Mr. Moshe Bender, Mr. Shlomie Stern, Mr. Isaac Zlatkin, Mr. Raitzik
0 Nays:
0 Abstained: Mr. Nakdimen abstained from Transportation Item 'I' and item 'O'.
0 Absent:

XII. OLD BUSINESS

XIII. NEW BUSINESS

XIV. GOOD AND WELFARE

XV. ADJOURNMENT

MOTION TO ADJOURN:

Motion: Mr. Gonzalez Second: Mr. Rodriguez

All Board Members voted AYE via voice.

Meeting was adjourned at 8:50 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 February 24, 2021.

February 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.

e. 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: