

**MEETING OF THE LAKEWOOD BOARD OF EDUCATION HELD ON WEDNESDAY, FEBRUARY 24, 2021, LIVESTREAM THROUGH DISTRICT WEBSITE WWW.LAKEWOODPINERS.ORG.**

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

Kevin Campbell, Assistant Business Administrator/Board Secretary called the meeting to order at 6:31pm. Mr. Campbell read the following:

**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. Omaid 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](mailto: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**
- D2. Approval of Supplemental Bills List for the Warrant Account for February 24, 2021 in the amount of \$6,771,130.23.
- 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:

|                          |                      |                  |                   |               |                      |
|--------------------------|----------------------|------------------|-------------------|---------------|----------------------|
| <b>Tree of Knowledge</b> |                      |                  |                   |               |                      |
|                          |                      | <b>TECHNICAL</b> | <b>MANAGEMENT</b> | <b>COST</b>   |                      |
|                          |                      | <b>30 MAX</b>    | <b>45 MAX</b>     | <b>25 MAX</b> | <b>\$60 per hour</b> |
| <b>SCORER #1</b>         |                      | <b>30</b>        | <b>45</b>         | <b>25</b>     |                      |
| <b>SCORER #2</b>         |                      | <b>30</b>        | <b>45</b>         | <b>25</b>     |                      |
| <b>SCORER #3</b>         |                      | <b>30</b>        | <b>45</b>         | <b>25</b>     | <b>TOTAL SCORE</b>   |
|                          | <b>AVERAGE SCORE</b> | <b>30</b>        | <b>45</b>         | <b>25</b>     | <b>100</b>           |

\*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:

|                                  |                  |                  |                   |                    |                 |
|----------------------------------|------------------|------------------|-------------------|--------------------|-----------------|
| <b>Tender Touch</b>              |                  |                  |                   |                    |                 |
|                                  |                  | <b>TECHNICAL</b> | <b>MANAGEMENT</b> | <b>COST</b>        |                 |
|                                  |                  | <b>30 MAX</b>    | <b>45 MAX</b>     | <b>25 MAX</b>      | <b>\$125/HR</b> |
| <b>SCORER #1</b>                 |                  | <b>30</b>        | <b>45</b>         | <b>16</b>          |                 |
| <b>SCORER #2</b>                 |                  | <b>30</b>        | <b>45</b>         | <b>16</b>          |                 |
| <b>SCORER #3</b>                 |                  | <b>30</b>        | <b>45</b>         | <b>16</b>          |                 |
|                                  | <b>AVG SCORE</b> | <b>30</b>        | <b>45</b>         | <b>16</b>          |                 |
|                                  |                  |                  |                   | <b>TOTAL SCORE</b> | <b>91 PTS</b>   |
|                                  |                  |                  |                   |                    |                 |
| <b>The Stepping Stones Group</b> |                  |                  |                   |                    |                 |
|                                  |                  |                  |                   |                    | <b>\$79/HR</b>  |
| <b>SCORER #1</b>                 |                  | <b>6.5</b>       | <b>31</b>         | <b>25</b>          |                 |

|                              |                      |             |            |                        |                      |
|------------------------------|----------------------|-------------|------------|------------------------|----------------------|
| <b>SCORER #2</b>             |                      | <b>4.5</b>  | <b>32</b>  | <b>25</b>              |                      |
| <b>SCORER #3</b>             |                      | <b>6</b>    | <b>30</b>  | <b>25</b>              |                      |
|                              | <b>AVG<br/>SCORE</b> | <b>5.67</b> | <b>31</b>  | <b>25</b>              |                      |
|                              |                      |             |            | <b>TOTAL<br/>SCORE</b> | <b>61.67<br/>PTS</b> |
|                              |                      |             |            |                        |                      |
| <b>Tree of<br/>Knowledge</b> |                      |             |            |                        |                      |
|                              |                      |             |            |                        | <b>\$120/HR</b>      |
| <b>SCORER #1</b>             |                      | <b>30</b>   | <b>7</b>   | <b>16.5</b>            |                      |
| <b>SCORER #2</b>             |                      | <b>30</b>   | <b>8</b>   | <b>16.5</b>            |                      |
| <b>SCORER #3</b>             |                      | <b>30</b>   | <b>7.5</b> | <b>16.5</b>            |                      |
|                              | <b>AVG<br/>SCORE</b> | <b>30</b>   | <b>7.5</b> | <b>16.5</b>            |                      |
|                              |                      |             |            | <b>TOTAL<br/>SCORE</b> | <b>54 PTS</b>        |

\*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.

- R. Approve the addition to the Bills List for the March 2021 Tuition Payment to the School for Children with Hidden Intelligence in the amount of \$2,577,597.17.

**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 budget paid

through account #11-000-262-441-00-000 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/<br>Monthly/Yearly<br>Rate | Aide Per Diem/<br>Monthly/Yearly Rate | Billable Days/<br>Months | Start Date               |
|--------|-----------------------------------|-------------------------------------|---------------------------------------|--------------------------|--------------------------|
| 905952 | Jackson Twp Board<br>of Education | \$1,426.20                          |                                       | 10 months                | 09/03/2020-<br>6/18/2021 |
| 910066 | Jackson Twp Board<br>of Education | \$1,564.50                          |                                       | 10 months                | 09/03/2020-<br>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/<br>Monthly/Yearly<br>Rate | Aide Per Diem/<br>Monthly/Yearly<br>Rate | Billable Days/<br>Months | Start Date               |
|--------|-------------------------------|-------------------------------------|------------------------------------------|--------------------------|--------------------------|
| 204240 | Mercer County<br>Tech Schools | \$558.00                            |                                          | 10 months                | 09/02/2020-<br>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/<br>Monthly/Yearly<br>Rate | Aide Per Diem/<br>Monthly/Yearly<br>Rate | Billable<br>Days/<br>Months | Start Date               |
|--------|-----------------------------------|-------------------------------------|------------------------------------------|-----------------------------|--------------------------|
| 933820 | SCHI                              | \$606.89                            |                                          | 87 days                     | 02/21/2021-<br>6/30/2021 |
| 933660 | SCHI                              | \$606.89                            |                                          | 92 days                     | 01/26/2021-<br>6/30/2021 |
| 933591 | SCHI                              | \$606.89                            | \$166.66                                 | 126 days                    | 12/01/2021-<br>6/30/2021 |
| 927589 | Ladacin Network/<br>Lehman School | \$360.00                            |                                          | 94 days                     | 01/27/2021-<br>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  | Wieczersak, 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<br>\$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 Utlzilim Level 1 Book 1           | 9781733098502 | Safah Lene'emanim             | 2019             | N/A     |
| Leah Schepansky TzippyNeuman   | Milim Utlzilim Level 1 Book 2           | 9781733098519 | Safah Lene'emanim             | 2019             | N/A     |
| Leah Schepansky Tzippy Neuman  | Milim Utlzilim 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 Addison 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. Stulovic            | 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<br>MATHEMATICS,<br>Student Edition,<br>Level 2 | 9780618099764 | Houghton Mifflin                 | 2000 | N/A                       |
| Jerome Shostak                           | Vocabulary<br>Workshop F                                        | 9780821571118 | Sadlier                          | 2005 | N/A                       |
| Holt, Rinehart &<br>Winston              | English Workshop:<br>Third Course                               | 9780030971761 | Holt, Rinehart &<br>Winston      | 1995 | N/A                       |
| Lonnie Kahn                              | Oxford Dictionary:<br>English-<br>Hebrew/Hebrew-<br>English     | 9789653070271 | Gefen Publishing<br>House        | 1995 | N/A                       |
| Savvas Learning<br>Co                    | World History                                                   | 9780133328462 | Savvas                           | 2016 | Survey<br>Edition         |
| Savvas Learning<br>Co                    | WORLD HISTORY<br>2016 STUDENT<br>EDITION                        | 9780133328578 | Savvas                           | 2016 | 2016<br>Survey<br>Edition |
| Sara Gross                               | Book 2- Magic E,<br>Walking Talking<br>Vowels                   | 9781940205656 | ReadBright                       | 2015 | 1                         |
| Sara Gross                               | Book 3- Ruling R,<br>More Sounds                                | 9781940205663 | ReadBright                       | 2015 | 1                         |
| Tzippy Neuman                            | Milim Utlilim Level 1                                           | 9781733098519 | Safah Lene'emanim                | 2018 | 1                         |
| Tzippi Neuman                            | Milim Utlilim Level 2                                           | 9781733098526 | Safah Lene'emanim<br>Publication | 2018 | N/A                       |
| Tzippi Neuman                            | Milim Utlilim Level 2<br>Book 2                                 | 9781733098533 | Safah Lene'emanim<br>Publication | 2018 | N/A                       |
| Mosdos Press                             | Literature Coral<br>Student Edition                             | 9780974216041 | Mosdos Press                     | 2006 | N/A                       |
| Ann Xavier<br>Gantert                    | Amsco's Integrated<br>Algebra 1                                 | 9781567655841 | Amsco Publications               | 2007 | N/A                       |
| Nystrom                                  | Nystrom Atlas of<br>World History                               | 9780782509403 | Nystrom Education                | 2004 | N/A                       |
| James E.<br>Coomber and<br>Howard D. Pee | McDougal Littell<br>Wordskills Blue                             | 9780395979860 | McDougal Littell                 | 2000 | N/A                       |
| McDougal Littell                         | McDougal Littell<br>Wordskills Orange                           | 9780395979839 | Houghton Mifflin<br>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<br>Mary Anne<br>Poatsy Keith<br>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

31. Approve the First Reading of the following Policies and/or Regulations:

- Regulation- 1642- Earned Sick Leave Law

32. Approve the settlement agreement between the Lakewood Board of Education and Lakewood Education Association regarding docket numbers:

- CO-2021-042
- CO-2020-300
- AR-2021-105
- AR-2021-106
- CO-2021-041
- AR-2021-107
- CO-2021-066
- CO-2021-067
- AR-2020-485
- CO-2021-111
- Grievance No. 20/21-02
- Grievance No. 20/21-03
- Grievance No. 20/21-04
- CO-2019-316
- CO-2020-182

33. Approve the settlement agreement between the Lakewood Board of Education and Lakewood Education Association regarding docket number:

- CO-2020-303

34. Approve the settlement agreement between the Lakewood Board of Education and Lakewood Education Association regarding docket number:

- CO-2021-033

35. Accept the ESSER II allocation for the Lakewood Public School District in the amount of:

- \$48,121,756-ESSER II Allocation
- \$3,088,209-Learning Acceleration
- \$45,000.00-Mental Health Supports and Services

36. Approve to submit the ESSER II application to the NJDOE.

37. Approve Sally Castellano, Lakewood School District CST Member and Trained Trauma Specialist, to provide counseling and family support services on an as needed basis, for the 2020-2021 school year, at a rate of \$40.00 per hour, not to exceed \$5,000.00.

38. Approve the following Winter Coach to be paid through Budget Account # 11-402-100-100-15-0000.

#### **WINTER 2020-2021 COACHES**

| <b>Last Name</b> | <b>First Name</b> | <b>Sport</b> | <b>Position</b> | <b>Group</b> | <b>Step</b> | <b>Salary</b> |
|------------------|-------------------|--------------|-----------------|--------------|-------------|---------------|
| Saunders         | Lauren            | Wrestling    | Asst. Coach     | II           | 1           | \$5,454.00    |

39. Approve a one year cooperative program for Girls Wrestling between Central Regional High School and Lakewood High School for competition purposes in compliance with NJSIAA Cooperative Sports policy.

40. Approve the following Mentor for the 2020-2021 school year:

- Jennifer Capper-Patterson

41. Approve the following teacher(s) to attend Letterland Refresher Virtual Training on Wednesday, March 3, 2021. Registration fee of \$185.00 to be paid through Budget Account # 20-270-200-500-15-0015.

- Zeynep Padilla -Teacher - Spruce Street School

42. May the board approve Speech With Sarah at \$60 per hour to provide speech therapy services and \$220 for speech evaluations not to exceed \$12,000 account #

11-000-216-320-00-0000.

43. May the board approve Roth Speech Services at \$65 per hour to provide speech therapy services and \$220 for speech evaluations not to exceed \$35,000 account # 11-000-216-320-00-0000.
44. **Be it Hereby Resolved** that in the student matter captioned *A.S. o/b/o T.S. v the Lakewood Board of Education* OAL Docket Number # EDS-01323-20 Agency Ref: 2020-31158; the Board of Education approve the Settlement Agreement at Tree of Knowledge, Miami, Florida commencing January 1, 2021 through June 30, 2023. No IEP, No Stay Put, No Transportation. Tuition \$35,000.00; no aide will be paid nor reimbursed; and related services will be paid for as delineated in the IEP dated 01/08/20. T.S. is eligible for ESY program. For ESY 2021 and 2022, the specific program and placement to be decided at a meeting to be held in the Spring of 2021 and 2022. All parties reserve all rights as to ESY. As to any related services – parents will need to apply to their insurance company to receive the same and upon written denial, will seek District payment in accordance with the IEP offered at district rates and terms. (Speech Therapy \$70/hr, Occupational Therapy \$70/hr, and Physical Therapy \$80/hr) and progress reporting in a form acceptable to the District. CST Member or Independent Evaluator will observe placement mid-year. Progress reporting, testing and proposed schedule by TOK. No reimbursement of Evals or Attorney Fees to parents. Per the recommendation of Dr. Steve Dyckman's evaluation, the Child Study Team and the Supervisor of Special Education (Student ID 205344)
45. **Be it Hereby Resolved** that in the student matter Student ID 9497; Pending OAL approval; the Board of Education approve the Settlement Agreement at Tree of Knowledge, Miami, Florida commencing February 22, 2021 through June 30, 2022 No IEP, No Stay Put, No Transportation. Tuition \$35,000.00; no aide will be paid nor reimbursed for and related services will be paid for as delineated in the IEP dated 2/23/21. MHD is eligible for ESY program. For ESY 2021 and 2022, the specific program and placement to be decided at a meeting to be held in the Spring of 2021 and 2022. All parties reserve all rights as to ESY. As to any related services – parents will need to apply to their insurance company to receive the same and upon written denial, will seek District payment in accordance with the IEP offered at district rates and terms. (Speech Therapy \$70/hr and Counseling \$70/hr for a licensed counselor.) Payment in 10 monthly installments upon receipt of continued proof of residency and progress reporting in a form acceptable to the District. CST Member or Independent Evaluator to go to Florida to observe mid-year. Progress reporting, testing and proposed schedule by TOK. No reimbursement of Evals or Attorney Fees for Petitioner. Per the recommendation of Dr. Steve Dyckman's evaluation, the Child Study Team and the Supervisor of Special Education.

46. Approve MG Behavioral Consulting LLC to provide a functional behavior assessment for student A.S. #925333 at a rate of \$275.00 per hour, not to exceed \$7,000.00, to be paid through budget account #11-000-219-320-00-0000.
47. Approve Karen Vargas and Jisseh Paulino, Central Registration, overtime as needed from February 2021 - June 2021, to support new requests for student records for Deferred Action for Childhood Arrivals (DACA).

**IMPORTANT INFORMATION:**

HIB Report – February 2021  
Emergency Drill – January 2021

**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 3<sup>rd</sup>, 2021  
Terminating: February 12<sup>th</sup>, 2021 (pending doctor's release)
2. Bouney, Michele  
Teacher-SSS  
Maternity-Sick (16 days)-Paid  
Effective: March 1<sup>st</sup>, 2021  
Terminating: March 22<sup>nd</sup>, 2021  
Maternity-Extra Consideration (10 days)-Paid minus sub pay  
Effective: March 23<sup>rd</sup>, 2021  
Terminating: April 13<sup>th</sup>, 2021  
(pending attendance data)  
Maternity-FMLA-Unpaid  
Effective: April 14<sup>th</sup>, 2021  
Returning: June 21<sup>st</sup>, 2021
3. Castro, Vanda  
Teacher-LHS  
Contractual Medical-Unpaid  
Effective: January 4<sup>th</sup>, 2021  
Returning: February 1<sup>st</sup>, 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 22<sup>nd</sup>, 2021  
Terminating: March 5<sup>th</sup>, 2021  
Maternity- FMLA-Unpaid  
Effective: March 8<sup>th</sup>, 2021  
Terminating: March 19<sup>th</sup>, 2021

Maternity-NJFLA-Unpaid  
Effective: March 22<sup>nd</sup>, 2021  
Returning: June 14<sup>th</sup>, 2021

5. Dotts, Jodi  
Teacher=LMS  
Medical-Sick (22 days)-Paid  
Effective: February 19<sup>th</sup>, 2021  
Returning: March 23<sup>rd</sup>, 2021 (pending doctor's release)  
(pending attendance data)
6. Gross, Sarah  
Teacher-LECC  
Maternity-FMLA-Unpaid  
Effective: November 30<sup>th</sup>, 2020  
Terminating: February 28<sup>th</sup>, 2021  
Maternity-NJFLA-Unpaid  
Effective: March 1<sup>st</sup>, 2021  
Returning: May 19<sup>th</sup>, 2021  
(updated, originally board approved 12/16/20 additions)
7. Maley, Eileen  
Nurse-Spruce  
Medical-Sick (24 days)-Paid  
Effective: February 23<sup>rd</sup>, 2021  
Returning: April 6<sup>th</sup>, 2021 (pending doctor's release)  
(pending attendance data)
8. Neppel, Arlene  
Nurse-CAGS  
Medical-Sick (28 days)-Paid  
Effective: January 4<sup>th</sup>, 2021  
Returning: February 18<sup>th</sup>, 2021 (pending doctor's release)  
(pending attendance data)
9. Osina, Chana  
Speech Therapist-LECC  
Maternity-FMLA-Unpaid  
Effective: February 16<sup>th</sup>, 2021  
Returning: May 19<sup>th</sup>, 2021
10. Rex, Kristen  
Literacy Coach-BOE  
Maternity- Sick (8) & Personal (1)-Paid

Effective: February 3<sup>rd</sup>, 2021  
Terminating: February 18<sup>th</sup>, 2021  
(pending attendance data)  
Maternity-FMLA-Unpaid  
Effective: February 19<sup>th</sup>, 2021  
Returning: May 24<sup>th</sup>, 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 19<sup>th</sup>, 2021  
Terminating: January 25<sup>th</sup>, 2021  
Maternity-PEAD (2.5 days)-Paid minus sub pay  
Effective: January 26<sup>th</sup>, 2021  
Terminating: January 28<sup>th</sup>, 2021  
(pending attendance data)  
Maternity-FMLA-Unpaid  
Effective: January 28<sup>th</sup>, 2021  
Terminating: February 11<sup>th</sup>, 2021  
Maternity-NJFLA-Unpaid  
Effective: February 16<sup>th</sup>, 2021  
Terminating: April 26<sup>th</sup>, 2021  
Maternity-FMLA-Unpaid  
Effective: April 27<sup>th</sup>, 2021  
Returning: May 11<sup>th</sup>, 2021

12. Zaza, Nicholas  
Teacher-CAGS  
Bonding-NJFLA-Unpaid  
Effective: April 6<sup>th</sup>, 2021  
Returning: May 14<sup>th</sup>, 2021

e. Transfers

1. ARLAUCKAS, Christine  
From: Teacher- 1<sup>st</sup> 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)
3. SHONEK, Shifra  
From: Non-Public Grants Services Monitor  
To: Teacher- LLD- OAK  
Effective: March 1, 2021  
Terminating: June 30, 2021  
Salary: Step 17, MA - \$64,111.00  
(Replacing J. Solly- Resigned)  
(Budget Account #15-204-100-101-09-0009)

f. Appointments

1. \*READ, Molly  
Bilingual Teacher- 2<sup>nd</sup> 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- 4<sup>th</sup> 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**

1. BLACHORSKY, Rochel  
From: Step 3, BA +15 - \$52,671.00  
To: Step 3, BA +3- - \$53,671.00  
Effective: February 1, 2021  
Terminating: June 30, 2021  
(Budget Account #11-213-100-101-12-0012)

**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 3<sup>rd</sup>, 2020  
Returning: February 10<sup>th</sup>, 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 21<sup>st</sup>, 2020  
Returning: February 3<sup>rd</sup>, 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 8<sup>th</sup>, 2021  
Terminating: February 24<sup>th</sup>, 2021  
Medical-PEAD (3 days)-Paid minus sub  
Effective: February 25<sup>th</sup>, 2021  
Terminating: March 1<sup>st</sup>, 2021  
(pending attendance data)  
Medical-FMLA-Unpaid  
Effective: March 2<sup>nd</sup>, 2021  
Returning: March 15<sup>th</sup>, 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 13<sup>th</sup>, 2020  
Terminating: January 27<sup>th</sup>, 2021  
Medical- PEAD (3 days)-Paid minus sub  
Effective: January 27<sup>th</sup>, 2021  
Terminating: February 3<sup>rd</sup>, 2021  
(pending attendance data)  
Medical-FMLA-Unpaid  
Effective: February 3<sup>rd</sup>, 2021

Returning: February 8<sup>th</sup>, 2020 (pending doctors release)  
(updated, originally board approved 1/27/21)

5. Joseph, Tova

Para-LECC

Medical- Sick (9)-Paid

Effective: January 19<sup>th</sup>, 2021

Terminating: January 29<sup>th</sup>, 2021

(pending attendance data)

Medical-FMLA-Unpaid

Effective: February 3<sup>rd</sup>, 2021

Returning: February 16<sup>th</sup>, 2021 (pending doctors release)

6. Maldonado, Delilah

Para-LHS

Maternity-Sick (6) & Personal (3)-Paid

Effective: February 1<sup>st</sup>, 2021

Terminating: February 17<sup>th</sup>, 2021

Maternity-FMLA-Unpaid

Effective: February 18<sup>th</sup>, 2021

Returning: April 9<sup>th</sup>, 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 19<sup>th</sup>, 2021

Terminating: June 30<sup>th</sup> 2021 (pending doctor's release)  
(pending attendance data)

8. Solomon, Shoshana

Para-LECC

Contractual Medical-Unpaid

Effective: April 13<sup>th</sup>, 2021

Returning: May 26<sup>th</sup>, 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. \*LEES, Crystal  
Clerical Assistant– Grants Department  
Effective: March 11, 2020  
Terminating: June 30, 2021  
Salary: \$39,000.00 prorated  
(New Position)  
(Budget Account #20-231-200-100-29-2525-ADM)  
(Pending criminal background check)

6. \*&\*\*\*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)

7. \*&\*\*\*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  
Optical Coverage  
Reimbursement for Credits

Vacation Days  
Sick Days

*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 Items 'I' and '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 Minutes from a public meeting held on February 24, 2021.



Kevin Campbell, Assistant Business Administrator/Board Secretary

March 19, 2021

## BOARD MEMBER RESIGNATION AND REMOVAL

### 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.
  - ☒ 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.
    - ☒ 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 than 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:

[See POLICY ALERT No. 218 and 222]

## R 1642 EARNED SICK LEAVE LAW

### A. Definitions Relative to Policy and Regulation 1642 and the New Jersey Earned Sick Leave Law (Act)

“Act” means the New Jersey Earned Sick Leave Law – N.J.S.A. 34:11D-1. through 34:11D-11.

“Benefit year” means the period of twelve consecutive months, July 1 through June 30, as established by an employer in which an employee shall accrue and use earned sick leave as provided pursuant to N.J.S.A. 34:11D-2, provided that once the starting date of the benefit year is established by the employer it shall not be changed unless the employer notifies the Commissioner of Labor and Workforce Development of the change in accordance with regulations promulgated pursuant to the Act. The Commissioner shall impose a benefit year on any employer the Commissioner determines is changing the benefit year at times or in ways that prevent the accrual or use of earned sick leave by an employee.

“Certified Domestic Violence Specialist” means a person who has fulfilled the requirements of certification as a Domestic Violence Specialist established by the New Jersey Association of Domestic Violence Professionals.

“Child” means a biological, adopted, or foster child, stepchild or legal ward of an employee, child of a domestic partner or civil union partner of the employee.

“Civil union” means a civil union as defined in N.J.S.A. 37:1-29.

“Commissioner” means the Commissioner of Labor and Workforce Development.

“Department” means the Department of Labor and Workforce Development.

“Designated domestic violence agency” means a county-wide organization with a primary purpose to provide services to victims of domestic violence, and which provides services that conform to the core domestic violence services profile as defined by the Division of Child Protection and Permanency in the Department of Children and Families and is under contract with the division for the express purpose of providing the services.

“Domestic or sexual violence” means stalking, any sexually violent offense, as defined in N.J.S.A. 30:4-27.26, or domestic violence as defined in N.J.S.A. 2C:25-19, and N.J.S.A. 17:29B-16.

“Domestic partner” means a domestic partner as defined in N.J.S.A. 26:8A-3.

“Employee” means, for the purposes of Policy and Regulation 1642, an individual engaged in service for compensation to a local school district, regional school district, county vocational school, or charter school of the State who is not provided with sick

leave with full pay pursuant to N.J.S.A. 18A:30-2 or any other law, rule, or regulation of New Jersey and is eligible to accrue earned sick leave in accordance with the requirements of the Act.

“Employer” means, for the purposes of Policy and Regulation 1642, a local school district, regional school district, county vocational school, or charter school of the State who does not provide sick leave with full pay to an employee pursuant to N.J.S.A. 18A:30-2 or any other law, rule, or regulation of New Jersey and is required to comply with the requirements of the Act.

“Family member” means a child, grandchild, sibling, spouse, domestic partner, civil union partner, parent, or grandparent of an employee, or a spouse, domestic partner, or civil union partner of a parent or grandparent of an employee, or a sibling of a spouse, domestic partner, or civil union partner of the employee, or any other individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship.

“Health care professional” means any person licensed under Federal, State, or local law, or the laws of a foreign nation, to provide health care services, or any other person who has been authorized to provide health care by a licensed health care professional, including but not limited to doctors, nurses, and emergency room personnel.

“Parent” means a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or of the employee’s spouse, domestic partner, or civil union partner, or a person who stood in loco parentis of the employee or the employee’s spouse, domestic partner, or civil union partner when the employee, spouse or partner was a minor child.

“Retaliatory personnel action” means denial of any right guaranteed under the Act and any threat, discharge, including a constructive discharge, suspension, demotion, unfavorable reassignment, refusal to promote, disciplinary action, sanction, reduction of work hours, reporting or threatening to report the actual or suspected immigrant status of an employee or the employee’s family, or any other adverse action against an employee.

“Sibling” means a biological, foster, or adopted sibling of an employee.

“Spouse” means a husband or wife.

**B. Provision of Earned Sick Leave – N.J.S.A. 34:11D-2**

1. The employer shall provide earned sick leave in accordance with the Act for each employee working for the employer.
2. For every thirty hours worked, the employee shall accrue one hour of earned sick leave. The employer will provide an employee their full complement of earned sick leave for a benefit year as required under N.J.S.A. 34:11D-2 on the first day of each benefit year in accordance with the Act.
3. The employer will not permit the employee to accrue or use in any benefit year, or carry forward from one benefit year to the next, more than forty hours of earned sick leave.

- a. Unless the employee has accrued earned sick leave prior to October 29, 2018, the earned sick leave shall begin to accrue on October 29, 2018 for any employee who is hired and commences employment before October 29, 2018 and the employee shall be eligible to use the earned sick leave beginning on February 26, 2019 after the employee commences employment.
  - b. If the employee's employment commences after October 29, 2018, the earned sick leave shall begin to accrue upon the date that employment commences. The employee shall be eligible to use the earned sick leave beginning on the 120<sup>th</sup> calendar day after the employee commences employment.
4. The employer shall be in compliance with N.J.S.A. 34:11D-2 if the employer offers paid time off to an employee, which is fully paid and shall include, but is not limited to personal days, vacation days, and sick days, and may be used for the purposes of N.J.S.A. 34:11D-3 in the manner provided by the Act, and is accrued at a rate equal to or greater than the rate described in N.J.S.A. 34:11D-2.
5. The employer shall pay the employee for earned sick leave at the same rate of pay with the same benefits as the employee normally earns, except that the pay rate shall not be less than the minimum wage required for the employee pursuant to N.J.S.A. 34:11-56a4.
6. Upon the mutual consent of the employee and employer, an employee may voluntarily choose to work additional hours or shifts during the same or following pay period, in lieu of hours or shifts missed, but shall not be required to work additional hours or shifts or use accrued earned sick leave. The employer may not require, as a condition of an employee using earned sick leave, that the employee search for or find a replacement worker to cover the hours during which the employee is using earned sick leave.
7. If an employee is transferred to a separate division, entity, or location, but remains employed by the same employer, then the employee shall be entitled to all earned sick leave accrued at the prior division, entity, or location, and shall be entitled to use the accrued earned sick leave as provided in the Act.
8. If an employee is terminated, laid off, furloughed, or otherwise separated from employment with the employer, any unused accrued earned sick leave shall be reinstated upon the re-hiring or reinstatement of the employee to that employment, within six months of termination, being laid off or furloughed, or separation, and prior employment with the employer shall be counted towards meeting the eligibility requirements set forth in N.J.S.A. 34:11D-2.
9. The employer may choose the increments in which its employees may use earned sick leave, provided that the largest increment of earned sick leave an employee may be required to use for each shift for which earned sick leave is used shall be the number of hours the employee was scheduled to work during

that shift.

C. Permitted Usage of Earned Sick Leave – N.J.S.A. 34:11D-3

1. The employer shall permit an employee to use the earned sick leave accrued pursuant to the Act for any of the following:
  - a. Time needed for diagnosis, care, or treatment of, or recovery from, an employee's mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee;
  - b. Time needed for the employee to aid or care for a family member of an employee during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member;
  - c. Absence necessary due to circumstances resulting from the employee, or a family member of an employee, being a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member: medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence; services from a designated domestic violence agency or other victim services organization; psychological or other counseling; relocation; or legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence;
  - d. Time during which the employee is not able to work because of:
    - (1) A closure of the employee's workplace, or the school or place of care of a child of an employee, by order of a public official or because of a state of emergency declared by the Governor of New Jersey, due to an epidemic or other public health emergency;
    - (2) The declaration of a state of emergency by the Governor of New Jersey, or the issuance by a health care provider or the New Jersey Commissioner of Health or other public health authority of a determination that the presence in the community of the employee, or a member of the employee's family in need of care by the employee, would jeopardize the health of others;
    - (3) A state of emergency declared by the Governor of New Jersey, or upon the recommendation, direction, or order of a healthcare provider or the New Jersey Commissioner of Health or other authorized public official, the employee

undergoes isolation or quarantine, or cares for a family member in quarantine, as a result of suspected exposure to a communicable disease and a finding by the provider or authority that the presence in the community of the employee or family member would jeopardize the health of others; or

- e. Time needed by the employee in connection with a child of the employee to attend a school-related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.
2. If an employee's need to use earned sick leave is foreseeable, the employer may require advance notice, not to exceed seven calendar days prior to the date the leave is to begin, of the intention to use the leave and its expected duration, and shall make a reasonable effort to schedule the use of earned sick leave in a manner that does not unduly disrupt the operations of the employer. If the reason for the leave is not foreseeable, the employer will require an employee to give notice of the intention as soon as practicable, if the employer has notified the employee of this requirement.
- a. The employer may prohibit employees from using foreseeable earned sick leave on certain dates provided reasonable notice of these dates is provided to employees and the employer will require reasonable documentation if sick leave that is not foreseeable is used during those dates.
  - b. For earned sick leave of three or more consecutive days, the employer will require reasonable documentation that the leave is being taken for the purpose permitted under N.J.S.A. 34:11D-3.a. and C.1. above.
  - c. If the leave is permitted under N.J.S.A. 34:11D-3.a.(1) and C.1.a. above or N.J.S.A. 34:11D-3.a.(2) and C.1.b. above, documentation signed by a health care professional who is treating the employee or the family member of the employee indicating the need for the leave and, if possible, number of days of leave, shall be considered reasonable documentation.
  - d. If the leave is permitted under N.J.S.A. 34:11D-3.a.(3) and C.1.c. above because of domestic or sexual violence, any of the following shall be considered reasonable documentation of the domestic or sexual violence: medical documentation; a law enforcement agency record or report; a court order; documentation that the perpetrator of the domestic or sexual violence has been convicted of a domestic or sexual violence offense; certification from a certified Domestic Violence Specialist or a representative of a designated domestic violence agency or other victim services organization; or other documentation or certification provided

by a social worker, counselor, member of the clergy, shelter worker, health care professional, attorney, or other professional who has assisted the employee or family member in dealing with the domestic or sexual violence.

- e. If the leave is permitted under N.J.S.A. 34:11D-3.a.(4) and C.1.d. above, a copy of the order of the public official or the determination by the health authority shall be considered reasonable documentation.
  - f. If the leave is permitted under N.J.S.A. 34:11D-3.a.(5) and C.1.e. above, tangible proof of the reasons outlined in N.J.S.A. 34:11D-3.a.(5) and C.1.e. above shall be considered reasonable documentation.
3. Nothing in the Act shall be deemed to require the employer to provide earned sick leave for an employee's leave for purposes other than those identified in N.J.S.A. 34:11D-3, or prohibit the employer from taking disciplinary action against an employee who uses earned sick leave for purposes other than those identified in N.J.S.A. 34:11D-3.

**Option – Must Select One Option Below**

- 4. The employer will not pay an employee for unused earned sick leave at the end of the benefit year pursuant to N.J.S.A. 34:11D-3.c.
  - 5. If the employer provides an employee with the full complement of earned sick leave for a benefit year on the first day of each benefit year as indicated in B.2. above, then the employer shall permit the employee to carry forward any unused sick leave to the next benefit year.
  - 6. Unless the employer's policy or a collective bargaining agreement provides for the payment of accrued earned sick leave upon termination, resignation, retirement, or other separation from employment, an employee shall not be entitled under N.J.S.A. 34:11D-3 to payment of unused earned sick leave upon the separation from employment.
  - 7. Any information the employer possesses regarding the health of an employee or any family member of the employee or domestic or sexual violence affecting an employee or employee's family member shall be treated as confidential and not disclosed except to the affected employee or with the written permission of the affected employee.
- D. Retaliation, Discrimination Prohibited – N.J.S.A. 34:11D-4 and N.J.S.A. 34:11D-12
- 1. No employer shall take retaliatory personnel action or discriminate against an employee who accrues sick leave under the Act because the employee requests or uses earned sick leave either in accordance with the Act or the employer's own earned sick leave policy for employees covered under the Act. Any complaints alleging a violation of the Act shall be filed in accordance with the provisions of N.J.S.A. 34:11D-4.

- a. The employer shall not count earned sick leave taken under the Act as an absence that may result in the employee being subject to discipline, discharge, demotion, suspension, a loss or reduction of pay, or any other adverse action.
  2. There shall be a rebuttable presumption of an unlawful retaliatory personnel action under N.J.S.A. 34:11D-4 whenever the employer takes adverse action against an employee within ninety days of when that employee:
    - a. Files a complaint with the Department or a court alleging a violation of any provision of N.J.S.A. 34:11D-4;
    - b. Informs any person about the employer's alleged violation of N.J.S.A. 34:11D-4;
    - c. Cooperates with the Department or other persons in the investigation or prosecution of any alleged violation of N.J.S.A. 34:11D-4;
    - d. Opposes any policy, practice, or act that is unlawful under N.J.S.A. 34:11D-4; or
    - e. Informs any person of his or her rights under N.J.S.A. 34:11D-4.
  3. Protections of N.J.S.A. 34:11D-4 shall apply to any person who mistakenly but in good faith alleges violations of the Act.
  4. Any violator of the provisions of N.J.S.A. 34:11D-4 shall be subject to relevant penalties and remedies provided by the "New Jersey State Wage and Hour Law," N.J.S.A. 34:11-56a et seq., including the penalties and remedies provided by N.J.S.A. 34:11-56a24, and relevant penalties and remedies provided by N.J.S.A. 2C:40A-2, for discharge or other discrimination.
  5. The employer shall not, during the Public Health Emergency and State of Emergency declared by the Governor of New Jersey in Executive Order 103 of 2020 concerning the coronavirus disease 2019 pandemic, terminate or otherwise penalize an employee if the employee requests or takes time off from work based on the written or electronically transmitted recommendation of a medical professional licensed in New Jersey that the employee take that time off for a specified period of time because the employee has, or is likely to have, an infectious disease, as defined in N.J.S.A. 26:13-2, which may infect others at the employee's workplace.
    - a. The employer shall not, following that specified period of time as per D.5. above, refuse to reinstate the employee to employment in the position held when the leave commenced with no reduction in seniority, status, employment benefits, pay, or other terms and conditions of employment.
- E. Violations; Remedies, Penalties, Other Measures – N.J.S.A. 34:11D-5

1. Any failure of the employer to make available or pay earned sick leave as required by the Act, or any other violation of the Act, shall be regarded as a failure to meet the wage payment requirements of the "New Jersey State Wage and Hour Law," N.J.S.A. 34:11-56a et seq., or other violation of the New Jersey State Wage and Hour Law, as the case may be, and remedies, penalties, and other measures provided by the New Jersey State Wage and Hour Law, N.J.S.A. 34:11-58, and N.J.S.A. 2C:40A-2 for failure to pay wages or other violations of the New Jersey State Wage and Hour Law shall be applicable, including, but not limited to, penalties provided pursuant to N.J.S.A. 34:11-56a22 and 34:11-56a24, and civil actions by employees pursuant to N.J.S.A. 34:11-56a25, except that an award to an employee in a civil act shall include, in addition to the amount provided pursuant to N.J.S.A. 34:11-56a25, any actual damages suffered by the employee as the result of the violation plus an equal amount of liquidated damages.

F. Retention of Records, Access – N.J.S.A. 34:11D-6

1. The employer shall retain records documenting hours worked by employees and earned sick leave accrued/advanced, used, paid, and paid out and carried over by/to employees, for a period of five years, and shall, upon demand, allow the Department access to those records to monitor compliance with the requirements of the Act.
  - a. If an employee makes a claim the employer has failed to provide earned sick leave required by the Act and the employer has not maintained or retained adequate records documenting hours worked by the employee and earned sick leave taken by the employee or does not allow the Department access to the records, it shall be presumed the employer has failed to provide the earned sick leave, absent clear and convincing evidence otherwise.
2. In addition, the penalties provided by the "New Jersey State Wage and Hour Law," N.J.S.A. 34:11-56a et seq. for violations of the requirements of the New Jersey State Wage and Hour Law regarding the maintaining and disclosure of records shall apply to violations of the requirements of N.J.S.A. 34:11D-6.

G. Notification to Employees – N.J.S.A. 34:11D-7

1. The employer shall provide notification, in a form issued by the Commissioner, to employees of their rights under the Act, including the amount of earned sick leave to which they are entitled and the terms of its use and remedies provided by the Act to employees if the employer fails to provide the required benefits or retaliates against employees exercising their rights under the Act.
  - a. The employer shall conspicuously post the notification in a place or places accessible to all employees in each of the employer's workplaces.
  - b. The employer shall also provide each employee with a written copy of

the notification: not later than thirty days after the form of the notification is issued; at the time of the employee's hiring, if the employee is hired after the issuance; and at any time, when first requested by the employee.

- c. The Commissioner shall make the notifications available in English, Spanish, and any other language that the Commissioner determines is the first language of a significant number of workers in the State and the employer shall use the notification in English, Spanish, or any other language for which the Commissioner has provided notifications and which is the first language of a majority of the employer's workforce.

## H. Provisions Preemptive; Construction of Act – N.J.S.A. 34:11D-8

1. No provision of the Act, or any regulations promulgated to implement or enforce the Act, shall be construed as:
  - a. Requiring the employer to reduce, or justifying the employer in reducing, rights or benefits provided by the employer pursuant to the employer's policy or a collective bargaining agreement which are more favorable to employees than those required by the Act or which provide rights or benefits to employees not covered by the Act;
  - b. Preventing or prohibiting the employer from agreeing, through a collective bargaining agreement or employer policy, to provide rights or benefits which are more favorable to employees than those required by the Act or to provide rights or benefits to employees not covered by the Act;
  - c. Prohibiting the employer from establishing a policy whereby an employee may donate unused accrued earned sick leave to another employee or other employees; or
  - d. Superseding any law providing collective bargaining rights for employees, or in any way reducing, diminishing, or adversely affecting those collective bargaining rights, or in any way reducing, diminishing, or affecting the obligations of the employer under those laws.
2. Employees or employee representatives may waive the rights or benefits provided under the Act during the negotiation of a collective bargaining agreement.
3. With respect to employees covered by a collective bargaining agreement in effect on October 29, 2018, no provision of the Act shall apply until the stated expiration of the collective bargaining agreement.

## I. Severability – N.J.S.A. 34:11D-9

1. The provisions of the Act shall be deemed to be severable and if any section, subsection, paragraph, sentence or other part of the Act is declared to be unconstitutional, or the applicability thereof to any person is held invalid, the

remainder of the Act shall not thereby be deemed to be unconstitutional or invalid.

Adopted:

