

**PUBLIC MEETING OF THE LAKEWOOD BOARD OF EDUCATION, HELD ON WEDNESDAY,
FEBRUARY 27, 2019, AT 6:30 P.M., 855 SOMERSET AVENUE, LAKEWOOD, NEW JERSEY 08701**

At 6:50 p.m., due to the lack of a Quorum the Board elected to go into Committee.

At 7:20 p.m., Mr. Kevin Campbell, Assistant Business Administrator/Assistant Board Secretary opened the Public Meeting. He then read the following:

SUNSHINE LAW

Pursuant to the provisions of Chapter 231, of the Laws of 1976 (THE OPEN PUBLIC MEETINGS ACT), Mr. Finger 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.
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.

I. 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.

Mr. Campbell then read in the names of the Board members in Executive Session:

Mr. Zlatkin, Mr. Nakdimen, Mr. Rodriguez, Mr. Stern, Mr. Bender.

At 7:30 p.m. the Board returned from Executive Session and re-opened the Public Meeting.

II. PLEDGE OF ALLEGIANCE – Moshe Bender, President

III. ROLL CALL

Board Members Present: Mr. Moshe Bender
Mr. Chanina Nakdimen
Mr. Heriberto Rodriguez
Mr. Shlomie Stern
Mr. Isaac Zlatkin

Board Members Absent: Mrs. Ada Gonzalez
Mr. Moshe Newhouse
Mr. Bentzion Treisser
Ms. Thea Jackson-Byers

Also Attending: Mrs. Laura A. Winters, Superintendent
Mr. Robert S. Finger, Interim Business Administrator/Board Secretary
Mr. Kevin Campbell, Assistant Business Administrator/Assistant Board Secretary
Mr. Michael I. Inzelbuch, Esq., Board Attorney

Translator: Ana Faone

- IV. PRESENTATIONS:**
1. 2018-2019 Student Government Representative, Paige Stiennen
 2. Superintendent Recognition Award
 3. Malachi Sutton, Horatio Alger National Scholarship
 4. Advanced Placement Presentation
 5. Winter Sports Teams Presentation
 6. Dante Morris, Wrestler of the Week
 7. JROTC Cadets, Drill Competition

- V. MINUTES**
- Public Meeting – January 30, 2019
Special Meeting – February 12, 2019

- VI. COMMITTEE REPORTS – None At This Meeting**

- VII. CORRESPONDENCE AND COMMUNICATIONS – None At This Meeting**

- VIII. RECOGNITION OF THE PUBLIC – No Member of the public wished to speak.**

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.

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.

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

- A. Approve the attached Budgetary line item Transfers – None at the meeting
- B. Acceptance of the Treasurers' and Board Secretary Reports – None at this meeting
- C. Certification of No Over expenditures: - None at this meeting
- D. 1. Approve Bills List for February 27, 2019 for the Warrant Account in the amount of \$12,718,368.69
2. Approve the Supplemental Bills list for February 27, 2019 for the Warrant Account in the amount of \$339,134.40
- E. Approve Bills List for February 27, 2019 for the Cafeteria Account in the amount of \$494,564.86
- F. Approval of the Payroll and Board Share of Fica/Medi and DCRP as follows:
 - Payroll for February 14, 2019 in the amount of \$2,337,845.03
- G. Approval of payment of New Jersey State Health Benefit Plan – None at this meeting

H. Transportation Items:

1. Move to record and award quote RFQ T18-1819 received on February 29, 2019 @ 10:00 a.m. for student transportation services as follows:

Route No.	Daily Route Cost	Inc/Dec	Cost per Aide	No. of Days	Total Cost	Awarded Vendor
H7	\$95.00	\$0.01	N/A	78	\$7,410.00	Jay's Bus Service 672 Cross Street Lakewood, NJ 08701
LMS25	\$95.00	\$0.01	N/A	78	\$7,410.00	Jay's Bus Service 672 Cross St Lakewood, NJ 08701
OAK14	\$112.00	\$0.01	N/A	78	\$8,736.00	CYOE Bus 805 Cross St Lakewood, NJ 08701

All routes will begin on February 20, 2019.

2. Move to record and award quote RFQ T19-1819 received on February 22, 2019 @ 10:00 a.m. for student transportation services as follows:

Route No.	Daily Route Cost	Inc/Dec	Cost per Aide	No. of Days	Total Cost	Awarded Vendor
B11-PM	\$70.00	\$0.01	N/A	77	\$5,390.00	HT Bus Services 688 Cross Street Lakewood, NJ 08701
B11-AM	\$80.00	\$0.01	N/A	77	\$6,160.00	HT Bus Services 688 Cross Street Lakewood, NJ 08701

Route No.	Daily Route Cost	Inc/Dec	Cost per Aide	No. of Days	Total Cost	Awarded Vendor
PES14-PM	\$75.00	\$0.01	N/A	77	\$5,775.00	HT Bus Services 688 Cross Street Lakewood, NJ 08701
S11-AM	\$80.00	\$0.01	N/A	77	\$6,160.00	HT Bus Services 688 Cross Street Lakewood, NJ 08701
S11-PM	\$75.00	\$0.01	N/A	77	\$5,775.00	

- I. Approval of a contract with EI Associates, District Architect, for Professional Architectural and Engineering Services for Spruce Street School Mold Study for a lump sum amount of \$8,000.00. (11-000-230-334-00-0000)
- J. Move to approve amendment to Tender Touch Educational Services contract for Title IV services to add additional Nonpublic Schools and allocations as follows:

Vendor	School	Allocation
Tender Touch	Bnos Devorah	\$13,000
Tender Touch	Tiferes Bais Yaakov	\$5,000
Tender Touch	Yeshiva Kol Torah	\$6,645
Tender Touch	Yeshiva Yesodei Hatorah/Cheder Bais Yisroel	\$2,147
	Total Additional Allocation	\$26,792.00

- K. Approve reimbursement of Notary Public renewal fee for Maryann Powell in the amount of \$35.00. (11-000-251-890-00-0000)
- L. Approve Phoenix Advisors, LLC to provide Continuing Disclosure Agent Services for the fiscal year ending June 30, 2019 in the amount of \$850.00. (11-000-230-339-00-000)
- M. Move to reject all proposals for Bid 31-1819 for Food Service Equipment received on February 13, 2019 @ 10:00 pursuant to N.J.S.A. 18A:18A-22(d) whereas the Board of Education wants to substantially revise the specifications for the goods or services. A new bid with revisions will be advertised and re-issued.

- N. Approval for purchasing through the 21st Century Classroom, products and services through the NJSBA TEC program for the purchase of hardware, networking and installation using the NJSBA procurement number #E-8801-ACES-CPS as a member of the Alliance for Competitive Energy Services (ACES).
- O. Move to record and award Competitive Contract CC 09-1819 for Title I STEM, Arts and Early Transition Programs for Nonpublic Schools received on February 14, 2019 @ 11:00 a.m. Nine (9) firms were solicited and three (3) responses were received and scored by the evaluation committee as follows:

Vendor		Technical	Management	Cost	Total Score
1.Catapult Learning 2 Aquarium Drive Suite 100 Camden, NJ 08103					
	MAX SCORE	35	30	35	
SCORER #1		35	24		
SCORER #2		35	24		
SCORER #3		35	24		
	AVERAGE SCORE	35	24	34.25	93.25 points
2. Tender Touch Educational Svcs 685 River Ave Lakewood, NJ 08701					
	MAX SCORE	35	30	35	
SCORER #1		35	24		
SCORER #2		35	22		
SCORER #3		35	24		
	AVERAGE SCORE	35	23.3	31.42	89.72 points

Vendor		Technical	Management	Cost	Total Score
3. Tree of Knowledge 326 Third St Lakewood, NJ 08701					
	MAX SCORE	35	30	35	
SCORER #1		35	30		
SCORER #2		35	30		
SCORER #3		35	30		
	AVERAGE SCORE	35	30	25.84	90.84 points

*Full evaluation report can be viewed on the district website

It is the recommendation of the Evaluation Committee and the Purchasing Agent that Competitive Contract CC 09-1819 for Title I STEM, Arts and Early Transition Programs for Nonpublic Schools be awarded to Catapult Learning, Tender Touch Educational Services and Tree of Knowledge as all responses were responsible and responsive to the bid specifications and advantageous to the District, cost and other factors considered, and all respondents scored in excess of 75 points which was a requirement of the specifications. Total cost for each vendor will not exceed the Title I STEM, Arts and Early Transition Program re-allocation amounts for each nonpublic school. (20-231-100-300-16-xxxx Title I reallocation)

- P. Move to approve of Bruce Wombough, LLC /School Transportation Consultant, for the evaluation of the District School Bus Fleet condition and current market value at a cost of \$100 per hour not to exceed 10 hours. (11-000-270-390-00-0000)
- Q. Motion to approve a Special Board Meeting on Tuesday, March 12, 2019 for the 2019-2020 Introduced Budget.
- R. Move to approve File Bank, Inc. of Oakland, NJ 07436 to provide Document Management Systems, including but not limited to file organizing, file storage, file retention and digital access of District records for the remainder of the 2018-2019 school year in the additional amount of \$10,000 pursuant to N.J.S.A. 18A:18A-42.
- S. Approve district security guards to receive ten (10) sick days per year for the 2018-19 school year. Unused Sick days shall be cumulative. Payment for unused sick days shall be in accordance with P.L. 2018, c.10, Paid Sick Leave Act.

T. AUTHORIZATION FOR SALE/DISPOSAL OF SURPLUS VEHICLES

WHEREAS, the Lakewood Board of Education reaffirmed its membership in the Hunterdon County Educational Services Commission ("HCESC") Cooperative Purchasing System for the 2018/2019 school year; and

WHEREAS, the Lakewood Board of Education has sixty-eight (68) vehicles, which are no longer of service to the District and/or which have outlived their useful life;

SO IT BE RESOLVED that, in accordance with N.J.S.A. 40A:65-1, et. seq. and N.J.S.A. 18A:6-51, et. seq., the Lakewood Board of Education does enter into an Inter-Local Vehicle Sale Agreement with the HCESC for the attached list of vehicles; and

BE IT FURTHER RESOLVED that, as per this agreement, the Lakewood Board of Education does agree to pay a Three Percent (3%) commission to the HCESC, which will handle all legal advertisements, bid documentation, promotion, and coordination of the sale of above-listed vehicles; and

BE IT FINALLY RESOLVED that any offers to purchase subject vehicles will be presented by the HCESC to the Lakewood Board of Education, which will have the right to authorize acceptance, counter, or decline each offer.

U. Motion to approve a Special Board Meeting on Thursday, March 14, 2019 at 6:30 p.m. for Board's yearly training.

X. REPORTS AND RECOMMENDATIONS OF SUPERINTENDENT:

A. Superintendent Items

1. Approve the Affirmative Action Team to conduct the needs assessment and develop a Comprehensive Equity Plan.
2. Motion to approve the First Reading of the following Bylaws, Policies and Regulations:
 - Policy 3431.1 Family Leave (M) Revised
 - Policy 4431.1 Family Leave (M) Revised
 - Regulation 5530 Substance Abuse (M) Revised
 - Policy 5600 Student Discipline/Code Of Conduct (M) Revised
 - Regulation 5600 Student Discipline/Code Of Conduct (M) Revised
 - Policy 7440 School District Security Revised
 - Regulation 7440 School District Security Revised

- Policy 8461 Reporting Violence, Vandalism, Harassment, Intimidation, Bullying, Alcohol, And Other Drug Offenses (M) Revised
 - Regulation 8461 Reporting Violence, Vandalism, Harassment, Intimidation, Bullying, Alcohol, And Other Drug Offenses (M) Revised
 - Policy 8561 Procurement Procedures For School Nutrition Program (M) Revised
 - Policy 8860 Memorials Revised
3. Approve Damarisinai Carrion to attend "Using Google Classroom: Creating Assessment and Implementing Digital Resources for Second Language Acquisition" on March 7, 2019 from 3:15 p.m.-5:15 p.m. Teachers will be paid \$40 an hour to attend and presenters will be paid an additional 2 hours to prepare. All costs will be paid through Title III, account # 20-241-200-100-15-0015. (Originally approved on February 12, 2019 agenda.)
4. Approve Lori Scarpino of Ocean County Family Support Organization, Inc. to present Nurtured Heart Approach Training, and for the following SSS staff members to attend, February 6, 2019 and February 7, 2019, at the cost of \$1,200.00, to be paid through budget account #15-000-223-320-07-0007.

Alban, Monica	Lazewnik, Rochelle
Amy Tschinkel	Lopez, Leslie
Antuna, Lizette	Maksumov, Yana
Attia, Matha	McKenna, Maura
Baer, Gwen	Mozes, Heni
Benevento, Jill	Muller-Graff, Shari
Bradley, Christy	Parker, Dorothea
Brander, Tzivia	Prescott, Kelly
Brooks, Irene	Rodriguez, Ritchie
Bush, Eileen	Rodriguez, Vanessa
Castaneda, Margieth	Schonbrun, Malky
Cirillo, Lois	Sierchio, Valerie
Cosgrove, Christine	Simonetti, Lisa
Cusano, Laya	Sinondon, Andrea
Dechamplain, Abigail	Smith, Evelyn
Dick, Miriam	Spicher, Teresa
Donaway, Lisa	Spitz, Rochelle
Doughter, Barbara	Starashefsky, Devorie
Finkelstein, Shoshana	Stevenson, Carole
Flagg, Caron Gayl	Susan Scribner
Frattelone, Tyler	Taplin, Sorah
Hearns, Josie	Tarkowski, Mariola
Howland, Jessica	Turan, Rose
LaRosa, Theresa	Weisz, Adina

5. Approve Lori Scarpino of Ocean County Family Support Organization, Inc. to present Nurtured Heart Approach Training, and for the following SSS staff members to attend (1) half day session on either April 9, 2019 or April 10, 2019, at the cost of \$1,200.00, to be paid through budget account #15-000-223-320-07-0007. Twenty-eight (28) substitutes will be needed, at the cost of \$3,452.40, to be paid through budget account # 11-190-100-320-00-0000.

Staff Member		Staff Member	
Antuna	Ashley	King	Audrey
Babiak	Lori	King	Trisha
Bouney	Michele	Lawrie	Amy
Bukowinski	Mary	Lazara	Danielle
Burnett	William	MacConnell	Christine
Carey	Ana	Maley	Eileen
Carlo	Rose	Mazzaroni	Susan
Conk	Stephanie	Mena	Elsa
Cooney	Maria	Mercer	Tiffany
Coyne	Joanne	Metelski	Alison
Darby	Jennifer	Milon	Danielle
Decker	Debra	Moses	Stacy
DeSantis	Jessica	Padilla	Zeynep
Edwards	Yvonne	Panora	Diana
Farinella	Silvia	Peace	Stacey
Flemming	Kristin	Ritter	Christina
Fletcher	Jodi	Sanchez	Sharon
Glatzer	Barbara	Santucci	Nicholas
Glickman	Alexa	Schechter	Gittel
Gonzalez	Gladys	Schwed	Miriam
Haines	Melanie	Scribner	Susan
Hall	Kathleen	Sorrentino	William
Hoops	Catherine	Spiecker	Victoria
Hudak	Katie	Svoboda	Veronica
Jacob	Lindsey	Tjarks	Bridget
Kaminski	Claire	Tschinkel	Amy
Karsko	George	Wilson	Natasha
Kelly	Suzette		

6. Approve Lori Scarpino of Ocean County Family Support Organization, Inc. to present Nurtured Heart Approach Training presented, following SSS staff members, May 7, 2019 and May 8, 2019 at cost of \$1,200.00, to be paid through budget account #15-000-223-320-07-0007.

May 7, 2019	
AM Session 9:00-11:30am	PM Session 12:00-2:30pm
Alban, Monica	Antuna, Lizette
Attia, Martha	Baer, Gwen
Brander, Tziviva	Cosgrove, Christine
Cirillo, Lois	Frattellone, Tyler
Graff, Shari	Howland, Jessica
Hearns, Josie	Lopez, Leslie
LaRosa, Theresa	Prescott, Kelly
Marotta, Phatima	Schonbrun, Malky
McKenna, Maura	Sierchio, Valerie
Mozes, Heni	Starashefsky, Devorie
Rodriguez, Ritchie	Taplin, Sorah
Simonetti, Lisa	Weisz, Adina
May 8, 2019	
AM Session 9:00-11:30am	PM Session 12:00-2:30pm
Benevento, Jill	Bush, Eileen
Bradley, Christy	Castaneda, Margieth
Brooks, Irene	Dick, Miriam
Cusano, Laya	Dougher, Barbara
DeChamplain, Abigail	Finkelstein, Shoshana
Donaway, Lisa	Flagg, CaronGayl
Lazewnik, Rochelle	Parker, Dorothea
Madera, Brianna	Rodriguez, Vanessa
Maksumov, Yana	Sinondon, Andrea
Smith, Evelyn	Spitz, Rochelle
Spicher, Teresa	Stevenson, Carole
Tarkowski, Mariola	

7. Approve the following SSS staff for After School Clubs, from February 11, 2019 through June 7, 2019, for 16 weeks, Tuesdays through Friday, Supervising Administrator at a rate of \$80.00 per hour to be paid through the Lakewood Township Restricted Grant.

Administration basis of 1 hour per day, 4 days per week		
Supervising Administrator	Yvette Cucuro	\$5,120.00
Supervising Administrator (Substitute)	Aleida Salguero	\$80.00 per hour as needed

8. REMOVED

9. Approve Peter Buttitta, LHS staff member, as a SAT, effective Tuesday, February 26, 2019 through Thursday, May 9, 2019, on Tuesdays, Wednesdays, & Thursdays, for a maximum of 3 hours per week, at a rate of \$40.00 per hour, not to exceed \$1,200.00 per person.
10. Approve the purchase of an Anatomage table for the Biomedical and STEM program in the amount of \$81,437.00, Pending approval of LHS ASP/SIA funds, budget account #20-232-400-731-03-0003
11. Approve Staff development workshops to provide targeted professional development in the area of Special education supports to assist in ELA content areas. \$1,700.00 per day x 9 days for a total of \$15,300.00. Pending approval of LHS ASP/SIA funds, budget account #20-232-200-300-03-0003
12. Approve the following EGC staff members and After School Clubs, from February 8, 2019 through June 7, 2019, Fridays for 15 weeks, Certificated staff 2 hours per day, at a rate of \$40.00 per hour, to be paid through the Lakewood Township Restricted Grant. (Previously approved on the January 30th Board Agenda)

Club Name	Advisor	# of Days	Amount
Knitting Club	Wiemken, Susan	1	\$1,200.00
Trout Club	Tamarana, Rebecca	1	\$1,200.00
Club Name Correct from January 30, 2019 Agenda			
Staff Name	From	To	
Small, Leilanie	Trout Club	Paper and Clay Club	

13. Approve the 2018-2019 tuition costs for the following out-of-district placements, to be paid through budget account # 11-000-100-566-00-0000.

Number	Placement	Per Diem Rate/Monthly Rate/Hourly Rate	Aide/Nurse Per Diem/Monthly	Billable Days/months	Start Date
928930	The Alpha School, LLC	\$56.08/hour		67 days	2/11/2019-6/30/2019
907205	SCHI		\$152.38/day	81 days	2/12/2019-6/30/2019
927797	Center for Education	\$322.59/day	\$105.00/day	70 days	3/4/2019-6/30/2019
928078	Center for Education	\$322.59/day		70 days	3/4/2019-6/30/2019

14. Approve NJ Commission for the Blind and Visually Impaired to service the following students for the 2018-2019 school year, to be paid through budget account # 11-000-216-320-00-0000.

Number	Placement	Rate	Start Date
926099	Commission For The Blind and Visually Impaired	\$1,517.00	11/1/2018-6/30/2019

15. Approve the following nursing companies to provide one to one nursing for the 2018-2019 school year, to be paid through budget account #11-000-217-320-00-0000 as follows:

Student ID	Agency	Rate per hour
927088	Bayada Home Health Care, Inc.	\$50.00/hr
924315	Preferred Home Health Care & Nursing Services	\$47.00/hr- LPN \$50.00/hr- RN

16. Approve bi-annual contract between O.C.E.A.N., Inc. and the Lakewood Board of Education for school years 2018-2019 and 2020-2021 for students ages three to five (3-5) who are eligible for special education services. **AT NO COST TO THE DISTRICT.**

17. 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
161185	Tanya Lees	1/4/19 – 3/4/19	\$40.00
204243	Tanya Lees	1/30/19 – 3/14/19	\$40.00
927621	Kathy Bower	2/2/19 – 4/2/19	\$40.00
922470	Patricia Benavides	1/18/19 -3/18/19	\$40.00
918373	Education Inc. dba Learnwell	1/19/19 – 2/2/19	\$49.00
923671	Education Inc. dba Learnwell	1/25/19 – 2/23/19	\$49.00
905982	Kathryn Bower	2/7/19 – 4/7/19	\$40.00
195329	Kathryn Bower	2/7/19 – 4/7/19	\$40.00
912193	Kathleen Kirby	1/7/19 – 3/1/19	\$40.00
906068	Brenda Douglas	1/25/19 – 3/25/19	\$40.00
204843	Todd Pizzella	1/28/19 – 2/11/19	\$40.00
194400	Todd Pizzella	1/28/19 – 4/11/19	\$40.00
909896	Patricia Benavides	2/4/19 – 4/4/19	\$40.00
906829	Children's Hospital of Philadelphia (CHOP)	2/1/19 – 3/1/19	\$56.57
175325	Barry Hoberman	2/7/19 – 4/7/19	\$40.00
923988	Todd Pizzella	1/22/19 – 3/22/19	\$40.00
191277	Michael Hadley, Iryna Magbanua	2/7/19 – 4/7/19	\$40.00

Number	Agency/Consultant	Date	Hourly Rate
909136	Gail Condon	2/1/19 – 4/1/19	\$40.00
911099	Tyler Flint	2/7/19 – 3/7/19	\$40.00
915712	Tracy Brenman, Maureen Palhetta	2/7/19 – 3/7/19	\$40.00
204884	Preferred	1/29/19 – 3/26/19	\$50.00
204884	Education Inc. dba Learnwell	1/23/19 – 1/29/19	\$49.00
191352	Education Inc. dba Learnwell	2/6/19 – 2/20/19	\$49.00
10883	Barbie Glatzer	2/21/18 – 3/21/19	\$40.00
906068	Brenda Douglas	1/25/19 – 3/1/19	\$40.00
225347	Candy Herriger	2/3/19 – 3/3/19	\$40.00
924909	Michelle Lurie	1/30/19 – 3/30/19	\$40.00
928930	Valerie Truisi	1/30/19 – 2/14/19	\$40.00
925007	Barbra Costello	2/20/19 – 3/20/19	\$40.00
910486	Allison Havemann	1/3/19 – 2/3/19	\$40.00
925007	Valerie Truisi	2/24/19 – 4/1/19	\$40.00
909136	Preferred	11/1/18 – 12/1/18	\$50.00
191270	Tanya Lees	1/3/19 – 3/15/19	\$40.00
214755	Silvergate Prep	2/3/19 – 3/3/19	\$50.00
928013	Gina Sullivan, Kathleen Kirby	2/14/19 – 4/14/19	\$40.00
194145	Michael Hadley	2/25/19 – 3/4/19	\$40.00
929471	Leilanie Small	2/3/19 – 3/3/19	\$40.00
214789	Tanya Lees	2/10/19 – 3/10/19	\$40.00
908446	Florence Bivins Rhoney	1/3/19 – 1/10/19	\$40.00
904726	Education Inc. dba Learnwell	2/19/19 – 3/5/19	\$49.00
204986	Patricia Gregory	2/14/19 – 4/29/19	\$40.00

18. Approve Tree of Knowledge to provide supplemental/home instruction for students M.G. (912193) at a rate of \$50.00 per hour for the duration of the 2018-2019 school year, to be paid through budget account # 11-150-100-320-00-0000.

19. Approve Voorhees Pediatric Rehabilitation Services to complete a speech, occupational, and physical therapy evaluation for student RF#928372 at a rate of \$375.00 per evaluation, not to exceed \$1175.00, to be paid through budget account #11-000-219-390-13-0000/11-000-219-320-13-0000.

20. Approve Verbal Behavior Analysts to conduct behavioral evaluations at a rate of \$1900.00 an evaluation or as a BCBA consultant at \$150.00 per hour for the duration of the 2018-2019 school year; not to exceed \$25,000.000, to be paid through budget account #11-000-219-390-13-0000/11-000-219-320-13-0000.

21. Approve Verbal Behavior Analysts to provide services as a registered Behavior Technician throughout the 2018-2019 school year; at a rate not to exceed \$10,000.00, to be paid through budget account #11-000-219-390-13-0000/11-000-219-320-13-0000.

22. Approval for the following Nonpublic Professional Development for the 2018-2019 School Year:

School	Vendor	PD Name	Amount	Grant	Account
CALVARY ACADEMY	Connexus	ConNexus Subscription - partial	\$84.15	Title IIA	20-270-200-300-16-066I
CALVARY ACADEMY	Mrs. Susan Greenwood	Professional Development: Curriculum Design to Meet 21st Century Expectations	\$3000	Title IIA	20-270-200-300-16-066I

23. Approval for the following Nonpublic Trips for the 2018-2019 School Year:

School	Vendor	Trip Name	Amount	Grant	Account
BNOS BRACHA	Richmond Town	Historic Richmond Town	\$574	Title IV	20-280-200-300-16-016J
BNOS BRACHA	Old Barracks Museum	Old Barracks Museum	\$300	Title IV	20-280-200-300-16-016J
BNOS BRACHA	Liberty state park	Ellis Island	\$504	Title IV	20-280-200-300-16-016J
BNOS BRACHA	911 Memorial Museum	911 Memorial Museum	\$936	Title IV	20-280-200-300-16-016J
BNOS BRACHA	Smithsonian National Air & Space Museum	Washington D.C.	\$403.75	Title IV	20-280-200-300-16-016J
BNOS BRACHA	Ford's Theatre & House Where Lincoln Died	Washington D.C.	\$165	Title IV	20-280-200-300-16-016J
BNOS BRACHA	Madam Tussauds	Washington D.C.	\$756	Title IV	20-280-200-300-16-016J

24. Approve to Reyes Point, Ltd.to install Jamf Pro Software, and training Richard Ogle, March 14, 2019 and March15, 2019, cost not to exceed \$3000.00, to be paid through Perkins budget account 20-360-200-300-03-0000.

25. Approval of the following school trips:

Date	School	Where to	# Students	# Staff / Adults	Admission Cost/Acct#	Transportation Cost/Acct#
2/22/19	LHS	***Minority Male Initiative Conference Brookdale College	40	2	\$0.00	\$540.00 (Contracted)
2/25/19	LHS	*Rutgers Athletic Center National Girls & Women in Sports Day	40	2	\$0.00	\$1,216.00
4/30/19	SSS	****Robert J. Novins Palnetarium	100	10	\$1,110.00 \$301.00 (souvenirs)	\$369.00 (In-House Voucher Pay)
2/27/19 3/27/19 5/1/19 5/9/19 6/12/19	LHS	ShopRite Howell	20	10	\$0.00	\$525.00 (In-House Voucher Pay)
2/27/19 3/27/19 5/1/19 5/9/19 6/12/19	LMS	ShopRite Howell	29	14	\$0.00	\$525.00 (In-House Voucher Pay)
3/15/19	LHS	**Academic Competition Colonia HS	12	1	\$190.00	\$1,050.00 (Contracted)
3/22/19	LMS	***Xscape TRheaters	30	15	\$490.00	\$297.00 (In-House Voucher Pay)
5/1/19	SSS	****Robert J. Novins Palnetarium	101	12	\$1,110.00 \$301.00 (souvenirs)	\$369.00 (In-House Voucher Pay)
5/8/19	LHS	***** Six Flags	20	10	\$1,135.32 (adm) \$319.60 (meals)	\$550.00 (Contracted)

Date	School	Where to	# Student s	# Staff / Adults	Admission Cost/Acct#	Transportatio n Cost/Acct#
3/19/19	LHS	*OC Teens Art Festival	45	3	\$0.00	\$540.00 (Contracted)
3/13/19	CAGS	@ Jenkinson's Aquarium	150	10	\$1,050.00 (Adm) \$600.00 (Meals)	\$420.00 (In- House Voucher Pay)
3/13/19	LHS	# Medieval Times	45	6	\$1,522.00 (Charter)	\$1,814.55
5/9/19	LHS	%% Aladdin New Amsterdam Theatre	35	4	\$8,720.00 (Includes Transportation, admission & meals)	
6/7/19	CAGS	!! Cattus Island Environmental Ctr	66	9	\$0.00	\$280.00 (In- House Voucher Pay)
6/6/19	CAGS	!! Cattus Island Environmental Ctr	59	8	\$0.00	\$280.00 (In- House Voucher Pay)
3/28/19 3/29/19	LHS	&^FCCLA Competition	11	2	\$585.00	\$1,490.00 (Contracted)
3/6/19	LHS	++ Solve The Room	12	2	\$288	\$125.00 (In- House Voucher Pay)

*ACCOUNT #15-000-270-512-03-0003

**REGISTRATION PAID THROUGH CLUB FUNDS TRANS ACCOUNT #15-000-270-512-03-0003

***ACCOUNT #15-000-270-512-03-0003

****FUNDRAISING, PTO & PARENTS

*****ADMISSION /MEALS PAID WITH CLUB FUNDS TRANSPORTATION ACCT#15-000-270-512-03-0003

@ FUNDRAISING/STUDENT PAY

CULTURE & CLIMATE FUNDS-HAGER FOUNDATION

%% PAID WITH CLUB FUNDS

!! ACCOUNT #15-000-270-512-06-0006

&^ ACCOUNT #20-360-200-500-03-0000 PERKINS

++ TRIP WAS APPROVED 1/30/19 AGENDA CHANGE IN DATE ONLY

26. Approve the following CAS staff member for the following After School Clubs one time per week on Tuesday for 16 weeks for 1.5 hours per day, at a rate of \$20.00 per hour beginning February 26, 2019 through June 6, 2019, for a maximum cost of \$480.00, to be paid though the Lakewood Township Restricted Grant.

Non-Certificated Staff			
Club Name	Paraprofessional	# of Days	Amount
Music Club	Gary Woloshin	1	\$480.00

27. Approve Professional Development for the following staff for the 2018-2019 school year:

LAST NAME	FIRST NAME	WORKSHOP	DATE(S)	REGISTRATION FEE	MILEAGE	OTHER
Mena	Elsa	**Celebrating the Bilingual Children in your Classroom	5/30/19 5/31/19	\$284.00	\$42.00	\$16.00 (Parking)
Panora	Diana	**Celebrating the Bilingual Children in your Classroom	5/30/19 5/31/19	\$284.00	\$42.00	\$16.00 (Parking)
Sardano	Tina	***ADHD in the Classroom	3/15/19	\$75.00	\$0.00	\$0.00
Zentman	Chana	*Over 75 Quick "On-the-Spot" Techniques for Children & Adol with Emotional & Behavioral Problems	11/27/18	\$229.99	\$0.00	\$0.00
Conroy	James	*****NY Hotel L& Restaurant Show	3/4/19 3/5/19	\$32.66	\$73.66	\$38.00 (meals) \$\$32.00 (parking) \$36.00 (ferry)
Huggins-	Gay	@ 84/CS Workshop	7/29/19	\$650.00	\$131.13	\$1500.00

LAST NAME	FIRST NAME	WORKSHOP	DATE(S)	REGISTRATION FEE	MILEAGE	OTHER
Dickey			7/30/19 7/31/19 8/1/19 8/2/19			(Salary)
Orellana	Oscar	****NJSIAA State Championship, Atlantic City	2/28/19 3/1/19 3/2/19	\$0.00	\$40.05	\$175.98 (hotel) \$165.00 (meals)
Sardano	Tina	***ADHD in the Classroom	3/15/19	\$75.00	\$0.00	\$0.00
Shelly	Kyle	****NJSIAA State Championship, Atlantic City	2/28/19 3/1/19 3/2/19	\$0.00	\$40.05	\$175.98 (hotel) \$165.00 (meals)

*Correction from BOE agenda 11/14/18*** (includes late fee)

**ACCOUNT #20-240-200-500-15-0015

***ACCOUNT #20-270-200-500-15-0015

****ACCOUNT #11-402-100-580-00-0000

*****ACCOUNT #20-360-200-580-03-0000 PERKINS

@ ACCOUNT 20-270-200-100-15-0015

28. Approve the following placements for the SPRING 2019 semester for student teaching (subject to approval of Criminal History background check):

LAST NAME	FIRST NAME	COLLEGE/UNIVERSITY	PLACEMENT	DATES FOR PLACEMENT
Cruz	Samantha	Touro	LHS	3/1-6/28/19

29. Approve the following placements for the Spring 2019 semester for student observations:

LAST NAME	FIRST NAME	COLLEGE/UNIVERSITY	PLACEMENT	DATES FOR PLACEMENT
DiBartolomeo	Dominick	GCU	LMS	2/28/19
Cespedes	Paula	GCU	OSS	2/28/19

30. **Be It Hereby Resolved**, that the Board of Education extend the following settlement, in the student matter captioned, M.M. & R.M. o/b/o M.A. v. Lakewood Township Board of Education, EDS-1055-2015 / Ref: 2015-22978, until June 30, 2020, and in accordance with the terms of the current Agreement and Release provided to the Board which is on file in the office of the Business Administrator SUBJECT to an Evaluation that confirms continued need and progress.
31. **Be It Hereby Resolved**, that the Board of Education extend the following settlement through June of 2021 (8th grade), based on the recent IEP and Independent Evaluation, unless another District accepts YT, and the parties mutually agree, in the student matter captioned, J.T. & S.T. o/b/o Y.T. v. Lakewood Township Board of Education, EDS-13798-2014 / Ref: 2015-21781, and in accordance with the terms of the current Agreement and Release provided to the Board which is on file in the office of the Business Administrator. As to Transportation, the District will go out to Bid, and if the Bid receive is more than \$10,000 annum then the parents can opt to continue the parental contract. Tuition, September through June, not to exceed \$5,000 for nonsectarian only.
32. Approve Karen Hetzel as a substitute for the After School Clubs at EGC, effective March 1, 2019 through June 7, 2018, at a rate of \$4.00 per hour on an as need basis, to be paid through the Lakewood Township Restricted Grant. (Originally approval on the January 30, 2019 agenda).
33. Approve Kelly Albertson and Mariana Fiani to work on enhancing the Kindergarten Writing Units. Each teacher will be compensated at the rate of \$40.00 per hour and will not exceed 10 hours (per teacher). The total expenditure will not exceed \$800.00. This will be paid for through account 11-000-223-104-00-0000.
34. Ratify the approval the following LHS staff members to work the Lakewood High School Achievement Academy, effective January 2, 2019 through June 19, 2019, Monday through Friday for Certificated Staff from 2:00 p.m. to 6:00 p.m., at a rate of \$40.00 per hour, to be paid through LHS title I funds budget account # 15-421-100-101-03-0003. (Originally approval on the December 12, 2019 Agenda.)

Iryna Magbuana
Melissa Laureigh
Robert Terrigno

35. Approve Ayman Abdouh, LHS teacher to teach a 7th high school math class, effective March 27, 2019 and to remain in effect until the high school math vacancy is filled, at a rate of \$1,000 per month, per teacher, to be paid through budget account #15-140-100-101-03-0003. (Originally approved on the October 24, 2019 Agenda.)
36. Approve for the Middle School to purchase STEM Program technology from CDW-G, including 2 Sony Camcorders, 3D Printer, and 30 Chromebooks for and Instructional kits for \$18,000.00, to be paid through budget account 15-130-100-730-04-0004 and 15-190-100-610-04-0004.
37. Approve for the Middle School to purchase STEM Program technology from Apple, including 3 iPad Airls, 2 MacBook Pros, Final Cut Pro Software, and supplies for \$9,800.00, to be paid through budget account 15-130-100-730-04-0004 and 15-190-100-610-04-0004.
38. Approve for the Oak Street School to purchase 90 HP Chromebooks from CDW-G, at a cost not to exceed \$29,525.00, to be paid through budget account #15-190-100-610-09-0009.
39. Approve Susan Foley to present Snoozelan Room Training for the following SSS staff members, March 21, 2019. Two (2) substitutes will be needed, at the cost of \$246.60, to be paid through budget account #11-190-100-320-00-0000.

Last Name	First Name	Last Name	First Name
Alban	Monica	Howland	Jessica
Antuna	Lizette	King	Audrey
Attia	Martha	Larosa	Teresa
Babiak	Lori	Lopez	Leslie
Benevento	Jill	Marotta	Phatima
Brooks	Irene	Parker	Dorothea
Bukowinski	Mary	Peace	Stacey
Conk	Stephanie	Prescott	Kelly
Cooney	Maria	Ritter	Christina
Dechamplain	Abigail	Rodriguez	Ritchie
Desantis	Jessica	Schechter	Gittel
Donaway	Lisa	Schwed	Miriam
Doughter	Barbara	Sierchio	Valerie
Farinella	Silvia	Simonetti	Lisa
Flagg	Caron Gayle	spicher	Teresa
Flemming	Kristen	Spiecker	Victoria
Frattellone	Tyler	Svoboda	Veronica

Last Name	First Name	Last Name	First Name
Graff	Shari	Tarkowski	Mariola
Hoops	Catherine	Tjarks	Bridget
		Tschinkel	Amy

40. **Resolved**, on the recommendation of the superintendent that the Board terminates employee #7916 immediately for abandonment of position.

41. **Resolved**, on the recommendation of the superintendent that the Board terminates employee #7824 immediately, to be paid through March 14, 2019, as per the contract.

42. Motion to approve the AP After School Tutoring Classes to increase from three (3) days a week to five (5) days a week, and to have on-line access to study materials.

MOTION TO APPROVE AP AFTER SCHOOL TUTORING CLASSES TO INCREASE (passed)

Motion: Mr. Rodriguez **Second:** Mr. Bender

5 Ayes: Mr. Zlatkin, Mr. Nakdimen, Mr. Rodriguez, Mr. Stern, Mr. Bender

0 Nays:

0 Abstained:

4 Absent: Mrs. Gonzalez, Mr. Newhouse, Mr. Treisser, Mrs. Jackson-Byers

By Voice vote not roll call

IMPORTANT INFORMATION:

Fire Drill Report – January 2019

Security Drill Report – January 2019

HIB Report – January 2019

B. PERSONNEL

1. CERTIFICATED

a. Resignations – None At This Meeting

b. Retirements

1. HALLE, Michelle

Social Worker LECC

Effective: April 29, 2019

(Correction from Agenda February 12, 2019)

c. Terminations - None At This Meeting

d. Leaves of Absence

1. CLIMER, Donna
Social Worker-CST
Medical-Sick (11 days)-Paid
Effective: March 8, 2019
Returning: March 25, 2019(pending Dr.'s release)
(pending attendance data)
2. FAGLIARONE, Sabrina
Teacher-Piner
Contractual-Maternity-Sick (40 days) & Personal (4 days)-Paid
Effective: November 16, 2018
Terminating: January 30, 2019
(pending attendance data)
NJFL-Unpaid
Effective: January 31, 2019
Terminating: May 1, 2019
FMLA-Unpaid
Effective: May 2, 2019
Terminating: June 30, 2019
(revised per attendance data)
3. GEWIRTZ, Rachelle
Speech Therapist-Related Services
Maternity-Sick (6 days) – Paid
Effective: February 13, 2019
Terminating: February 24, 2019
(pending attendance data)
NJFL-Unpaid
Effective: February 25, 2019
Terminating: May 26, 2019
FMLA-Unpaid
Effective: May 27, 2019
Returning: May 31, 2019
4. LEACH, Cara
Teacher-EGC
Medical-Personal (3 days) & Sick (60 days)-Paid
Effective: February 25, 2019
Returning: June 3, 2019 (pending Dr.'s release)
(pending attendance data)

5. MAC CONNELL, Christine
Teacher-SSS
Medical-Sick (23 days)-Paid
Effective: January 28, 2019
Returning: March 1, 2019 (pending Dr.'s release)
(pending attendance data)
6. MINUTILLO-SHANN, Antoinette
Teacher-LHS
Medical-Sick (7 days) & Personal (3 days)-Paid
Effective: January 15, 2019
Terminating: January 29, 2019
Medical-Extra consideration minus sub (31 days)-Paid
Effective: January 30, 2019
Returning: March 18, 2019 (pending Dr's release)
7. RODGER, Renee
Teacher-EGC
Maternity-Sick (17 days) & Personal (4 days)-Paid
Effective: February 25, 2019
Terminating: March 25, 2019
(pending attendance data)
NJFL-Unpaid
Effective: March 26, 2019
Terminating: June 30, 2019
8. SCRIBNER, Susan
NJFL-Unpaid
Effective: February 14, 2019
Returning: May 2, 2019
9. FLOYD, Harold
Teacher-OSS
Medical-Sick (38 days)-Paid
Effective: January 22, 2019
Returning: March 19, 2019 (pending Dr.s release)
(extended from original Board approved 1/30/19 date)
10. TOAL, Morgan
Teacher-LMS
Maternity-Sick (28.5 days) & Personal (3.5 days)-Paid
Effective: March 25, 2019
Terminating: May 14, 2019

(pending attendance data)
PEAD (3 days)-Paid minus Sub
Effective: May 15, 2019
Terminating: May 17, 2019
Extra Consideration minus Sub pay (5 days)-Paid
Effective: May 18, 2019
Terminating: May 24, 2019
NJFL-Unpaid
Effective: May 25, 2019
Terminating: June 30, 2019

e. Transfers – None At This Meeting

f. Appointments

1. *SCHWAB, Estee
LDTC
Effective: April 27, 2019 or sooner
Termination: June 30, 2019
Salary: Step 21, MA15 - \$72,246.00 prorated
(Mentoring paid by employee if necessary)
(budget account # 11-000-219-104-13-0013)
(replacement for M. Halle – retired - \$67,667.60)
2. *SOLLY, Jennifer
Teacher – LLD – OSS
Effective: April 8, 2019 or sooner
Terminating: June 30, 2019
Salary: Step 5, MA - \$52,666.00 prorated
(Mentoring paid by employee if necessary)
(budget account # 15-204-100-101-09-0009)
(replacement for K Coder – resigned - \$53,416.00)
3. *FISCHER, Bluma
Teacher – PSH – SSS
Effective: March 4, 2019
Terminating: June 30, 2019
Salary: Step 2, MA15 - \$52,966.00 prorated
(Mentoring paid by employee if necessary)
(budget account # 11-216-100-101-15-0015)
(New Position)

g. Reappointments – None At This Meeting

h. Salary Adjustments

1. VIDES, Maritza

Teacher – Bilingual Kindergarten – SSS

Effective: January 29, 2019

Terminating: June 30, 2019

Salary: Step 2, BA - \$48,966.00 prorated

(Mentoring paid by employee if necessary)

(replacement for Y. Edwards – retired - \$65,746.00)

(Pending Bilingual Certification)

(budget account # 15-240-100-101-07-0007)

(Corrected from January 30, 2019)

2. ITWARU, Nandieta

From: Step 11, MA - \$56,416.00

To: Step 11, MA15 - \$57,416.00

Effective: February 1, 2019

Terminating: June 30, 2019

Account #: 15-213-100-101-06-0006

3. PETERSON, Jacelyn

From: Step 10, BA - \$52,716.00

To: Step 10, BA30 - \$54,716.00

Effective: February 1, 2019

Terminating: June 30, 2019

Account #: 15-120-100-101-09-0009

i. Stipends

1. Co-Curriculum Stipend Positions – LHS

2018-19 School Year

Effective: February 1, 2019

Terminating: June 30, 2019

per LEA contract Schedule G.

(budget account #15-401-100-100-03-0003)

Teacher	Position	Stipend Prorated
Patricia Gregory	National Honor Society Advisor	\$413.50
Patricia Gregory	Peer Leadership Advisor	\$413.50

2. GARCIA, Jennifer
ELA Department Coordinator Stipend Positions – LHS
Effective: February 1, 2019
Terminating: June 30, 2019
per LEA contract Schedule F.
Stipend: \$3,960.00 prorated
(budget account #15-401-100-100-03-0003)

3. School Climate & Culture Coordinator Stipend Positions – LHS
Effective: February 1, 2019
Terminating: June 30, 2019
per LEA contract Schedule F.
Stipend: \$1,530.00
(budget account #20-232-200-100-03-0003)
Pending approval of LHS ASP/SIA funds

4. Spring Coaches
2018-2019 School Year
as per the LEA Contract, Schedule E
(budget account #11-402-100-100-15-0000)
(**Correction from Board agenda February 12, 2019)

LAST NAME	FIRST NAME	POSITION	GROUP	STEP	SALARY
**Correa	Caleb	Asst. Baseball Coach	II	2	\$4,509.00
Pivet	Benjamin	Asst. LMS Boys Volleyball Coach	III	1	\$3,773

j. Tuition Reimbursement

1. STEINMETZ, Doreen
Teacher CAGS
3 credits
EDUC5205 Methods of Teaching ESL/BE
\$1,950.00
Account #11-000-291-280-00-0000

2. PATELLA, Jennifer
Teacher OSS
3 credits
EDTC642 Introduction to Authoring Tools
\$1,749.0-0
Account #11-000-291-280-00-0000

k. Miscellaneous

1. EDWARDS, Yvonne
Teacher-SSS
Sick (6) + Personal (23) = 29
 $29 \div 2 = 14.5$
 $\$62,271. \div 183 = \340.27
 $\$340.27 \times 14.5 = \$4,934.04$

2. NON-CERTIFICATED

a. Resignations

1. ROMAN, Joanna
Paraprofessional – OSS
Effective: February 21, 2019
2. BIRGEL, John K.
Bus Driver – District
Effective: January 18, 2019
3. ESMART, Amanda
Paraprofessional – Classroom – LECC Campus 1
Effective: February 27, 2019
4. PYSNIAK, Donna
Secretary – CST – OSS
Effective: March 13, 2019
5. LOROESH, Elaine
Paraprofessional – 1:1 – EGC
Effective: March 8, 2019

b. Retirements – None At This Meeting

c. Terminations - None At This Meeting

d. Leaves of Absence

1. CUZCO, Emilia
Attendance Officer-Piner
Contractual-Sick (5 days)-Paid
Effective: January 25, 2019
Returning: February 1, 2019

2. JOMO, Francine
Bus Driver-Transportation
Medical-Sick (8 days)-Paid
Effective: January 2, 2019
Terminating: January 13, 2019
FMLA-Medical-Unpaid
Effective: January 14, 2019
Returning: February 28, 2019 (pending Dr.'s release)
(extended from original Board approved 1/30/19 per new Dr.'s note)
3. MCCAFFREY, Kaylen
Para-Piner
FMLA-Unpaid
Effective: February 7, 2019
Terminating: March 21, 2019
NJFL-Unpaid
Effective: March 22, 2019
Terminating: June 30, 2019
4. VAN VALEN, Laura
Bus Driver- Transportation
Medical-Sick (8 days)-Paid
Effective: January 22, 2019
Terminating: January 31, 2019
Contractual-Unpaid
Effective: February 1, 2019
Returning: February 27, 2019 (pending Dr.s release)

e. Transfers

1. LAMARUGGINE, Antoinette
From: Paraprofessional – 1:1 – Piner
To: Paraprofessional – MD - 1:1 – LMS
Effective: TBD
Terminating: June 30, 2019
(budget account # 11-000-217-106-04-0004)
(New Position)
(Pending the hiring of replacement for Piner)

f. Appointments

1. ***CONOVER-HART, Tyesha**
Paraprofessional – LLD – LHS
Effective: March 4, 2019
Terminating: June 30, 2019
Salary: Step 3, 0 Credits - \$17,469.00 prorated
(budget account #15-204-100-101-03-0003)
(Replacement for M Stefan – resigned - \$20,117.00)
2. ***KLEIN, Bailee**
Paraprofessional – 2:1 – CAS
Effective: March 4, 2019
Terminating: June 30, 2019
Salary: Step3, 90 Credits 0 \$19,669.00 prorated
(budget account #11-000-217-106-06-0006)
(New Position)
3. ***HEAGELE, Marli**
Paraprofessional – 1:1 – LECC Campus I
Effective: March 18, 2019
Terminating: June 30, 2019
Salary: Step 13, 90 Credits - \$21,849.00 Prorated
(budget account #11-000217-106-08-0015)
(New Position)
4. ***DOLAN, James M.**
Security Specialist – District – Part-time
Effective: February 28, 2019
Terminating: June 30, 2019
Salary: \$24.38 per hour (on an as needed basis)
(budget account #11-000-266-100-00-0000)

g. Reappointments – None At This Meeting

h. Salary Adjustments – None At This Meeting

i. Stipends

1. OGLE, Richard
Perkins Computer Technician
Effective: July 1, 2018
Terminating: June 30, 2019
Stipend: \$4,000.00
(budget account # 20-360-200-104-03-0000)

2. RUSSO, Diane
Perkins Program Coordinator
Effective: July 1, 2018
Terminating: June 30, 2019
Stipend: \$6,000.00
(budget account # 20-360-200-104-03-0000)

3. BAILLIE, Ann
Perkins Program Clerk
Effective: July 1, 2018
Terminating: June 30, 2019
Stipend: \$2,000
Budget account # 20-360-200-104-03-0000

4. Elementary 1:1 Paraprofessional A.M. Duty Stipend
Stipend: \$1,000.00 prorated
2018-2019 School Year
(This Stipend Is Pensionable)
(as per salary line account)

Name	Location	Start Date
Brooks, Irene	SSS	12/17/2018

j. Miscellaneous – None At This Meeting

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

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

*** This position does not include the following:

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

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

Motion: Mr. Rodriguez **Second:** Mr. Bender

5 Ayes: Mr. Zlatkin, Mr. Nakdimen, Mr. Rodriguez, Mr. Stern, Mr. Bender

0 Nays:

0 Abstained:

4 Absent: Mrs. Gonzalez, Mr. Newhouse, Mr. Treisser, Mrs. Jackson-Byers

Note: Mr. Nakdimen's vote should reflect his abstention from any item pertaining to or involving SCHI: Business Agenda Letter "J" & "O" and Superintendent Agenda #13.

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.

XI. OLD BUSINESS

XII. NEW BUSINESS

XIII. GOOD AND WELFARE

XIV. ADJOURNMENT

Motion to Adjourn:

Motion: Mr. Rodriguez **Second:** Mr. Stern

Meeting was adjourned at 8:43 p.m.

I, Robert S. Finger, Interim 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 27, 2019.



Robert S. Finger, Interim Business Administrator/Board Secretary

March 27, 2019

3431.1 FAMILY LEAVE (M)

M

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- A. Introduction

The Board will provide family leave in accordance with the Federal Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA).

FMLA leave for eligible staff members shall be up to twelve weeks leave of absence in a twelve month period upon advance notice to the district for the birth of a son or daughter of the staff member and in order to care for such son or daughter; for the placement of a son or daughter with the staff member for adoption or foster care; in order to care for the spouse, son, daughter, or parent of the staff member if such spouse, son, daughter, or parent has a serious health condition; or for a serious health condition that makes the staff member unable to perform the functions of the position of such staff member, or because of any qualifying exigency arising out of the fact that the staff member's spouse, son, daughter, or parent is a military member on active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty). In addition, eligible staff members may take up to a combined total of twenty-six workweeks in a single twelve month period to care for a covered servicemember with a serious injury or illness.

NJFLA leave for teaching staff members shall be up to twelve weeks leave of absence in any twenty-four month period upon advance notice to the district so that a staff member may provide care made necessary by the birth of a child of the staff member, the placement of a child with the staff member in connection with adoption of such child by the staff member, and the serious health condition of a spouse, parent, or child.

B. Applicability

The Board will comply with requirements of the New Jersey and Federal Family Leave laws. The laws have similar and different provisions that may provide different rights and obligations for the staff member and/or the Board. The staff member shall be afforded the most favorable rights if there is a conflict in the rights afforded to the staff member under the two laws.

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

the FMLA provides twelve weeks leave in a twelve-month period. A staff member is eligible for up to twelve weeks leave in the first twelve months of the twenty-four month period under the NJFLA. A staff member is eligible for up to twelve weeks leave in the second twelve-month period under the FMLA.

3. In the event the reason for the family leave is recognized under one law and not the other law, the staff member is eligible for each law's leave entitlements within one twelve-month period. (Example: A staff member may use their FMLA leave for a twelve week family leave for their own pregnancy, which is considered a "serious health condition" under FMLA, and upon conclusion of the twelve week FMLA leave, the staff member would be eligible for a twelve week NJFLA leave to care for their newborn or any other reasons pursuant to the NJFLA.)

C. Definitions

1. Federal Family and Medical Leave Act (FMLA)

"Contingency operation" means a military operation that results in the call or order to, or retention on, active duty of members of the uniformed services during a war or during a national emergency declared by the President or Congress.

"Covered active duty" or "call to covered active duty" means duty during deployment of a member with the Armed Forces to a foreign country and, in the case of a member of the Reserve components of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation.

"Covered servicemember" means a current member of the Armed Forces (including National Guard or Reserves), who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness; or a covered veteran undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

"Covered veteran" means an individual who was a member of the Armed

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Forces (including National Guard or Reserves), discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible staff member takes FMLA leave to care for the covered veteran. For a veteran discharged prior to March 8, 2013, the effective date of the FMLA Final Rule, the period between October 28, 2009 and March 8, 2013 will not count towards the determination of the five-year period. 29 CFR §825.127(b)(2)

“Military caregiver leave” means leave taken to care for a covered servicemember with a serious injury or illness under FMLA. 29 CFR §825.127

“Next of kin of a covered servicemember” means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin. For example, if a covered servicemember has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered servicemember's next of kin. Alternatively, where a covered servicemember has a sibling(s) and designates a cousin as his or her next of kin for FMLA purposes, then only the designated cousin is eligible as the covered servicemember's next of kin. An employer is permitted to require an employee to provide confirmation of covered family relationship to the covered servicemember pursuant to 29 CFR §825.122(k). 29 CFR §825.127(d)(3)

“Outpatient status” means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and

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control of members of the Armed Forces receiving medical care as outpatients. 29 CFR §825.127(b)(1)

“Parent” means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a son or daughter as defined below. This term does not include parents “in law.”

“Parent of a covered servicemember” means a covered servicemember’s biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. 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.

“Serious injury or illness,” only in the case of a veteran or current member of the Armed Forces, means:

- a. In the case of a current member of the Armed Forces, including a member of the National Guard or Reserves, an injury or illness that was incurred by the covered servicemember in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating; and
- b. In the case of a covered veteran, an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:

- (1) A continuation of a serious injury or illness that was incurred

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or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or

- (2) A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of fifty percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
- (3) A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
- (4) An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers. 29 CFR §825.127(c)

"Single twelve-month period" means that a military caregiver's leave begins on the first day the staff member takes FMLA leave and ends twelve months after that date, regardless of the twelve-month period established by the district for other FMLA leave reasons. 29 CFR §825.127(e)(1)

"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.

"Son or daughter of the covered servicemember" means a covered servicemember's biological, adopted or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age. 29 CFR §825.127(d)(1)

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"Son or daughter on covered active duty or call to covered active duty status" means the staff member's biological, adopted or foster child, stepchild, legal ward, or a child for whom the staff member stood in loco parentis, who is on covered active duty or call to covered active duty status, and who is of any age. 29 CFR §825.126(a)(5)

"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. 29 CFR §825.122

"Staff member" means an employee eligible for family and medical leave in accordance with the Federal Family and Medical Leave Act (FMLA).

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

2. New Jersey Family Leave Act (NJFLA)

"Child" means a biological, adopted or foster child, stepchild, legal ward, child of a parent who is under eighteen years of age or a child eighteen years of age or older but incapable of self-care because of a mental or physical impairment.

"Continuing medical treatment" or "continuing supervision by a health care provider" means a period of incapacity or a period of absence in accordance with N.J.A.C. 13:14.

"Parent" means a biological, adoptive, or foster parent; step-parent; parent-in-law; a legal guardian having a "parent-child relationship" with a child as defined by law; or a person who has sole or joint legal or physical custody, care, guardianship, or visitation with a child.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that requires inpatient care in a hospital, hospice, or

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residential medical facility or continuing medical treatment or continuing supervision by a health care provider.

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

“Staff member” means an employee eligible for family leave in accordance with the New Jersey Family Leave Act.

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

D. Eligibility

1. Federal Family and Medical Leave Act (FMLA)

A staff member shall become eligible for FMLA leave after he/she has been employed at least twelve months in this district and employed for at least 1250 hours of service during the twelve-month period immediately preceding the commencement of the leave. The twelve months the staff member must have been employed need not be consecutive months pursuant to 29 CFR §825.110(b). The minimum 1250 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. Entitlement to FMLA leave taken for the birth of a son or daughter or placement of a son or daughter with the 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.

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

The method to determine the twelve-month period in which the twelve weeks of FMLA leave entitlement occurs will be a “rolling” twelve month

period measured backward from the date a staff member uses any family leave.

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 the staff member did not provide services immediately prior to commencement of the leave. A staff member using FMLA leave may commence part-time employment that shall not exceed half the regularly scheduled hours worked for the district. The staff member may continue the part-time employment that commenced prior to the FMLA leave at the same number of hours that the staff member was regularly scheduled prior to such leave.

2. New Jersey Family Leave Act (NJFLA)

A staff member shall become eligible for NJFLA leave after he/she has been employed at least twelve months in this district for not less than 1,000 base hours, excluding overtime, during the immediate preceding twelve month period. The calculation of the twelve-month period to determine eligibility shall commence with the commencement of the NJFLA leave. NJFLA leave taken for the birth or adoption of a healthy child may commence at any time within a year after the date of the birth or placement for adoption.

The district shall grant a family leave under NJFLA 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 the leave. N.J.A.C. 13:14-1.12

A staff member during any period of the NJFLA leave is prohibited from performing any services on a full-time basis for any person for whom the staff member did not provide services immediately prior to commencement of the leave. A staff member on NJFLA leave may commence part-time employment that shall not exceed half the regularly scheduled hours worked for the district. The staff member may continue the part-time employment that commenced prior to the NJFLA leave at the same number of hours that the staff member was regularly scheduled prior to such leave.

The method to determine the twenty-four month period in which the twelve weeks of NJFLA leave entitlement occurs will be a "rolling" twenty-four month period measured backward from the date a staff member uses any

leave.

E. Types of Leave

1. Federal Family and Medical Leave Act (FMLA)

A staff member may take FMLA leave to include servicemember qualifying exigency leave or military caregiver leave in consecutive weeks, as intermittent leave, or as reduced leave. A staff member who requests intermittent or reduced leave shall make a reasonable effort to schedule such leave so as not to unduly disrupt the instructional/educational program.

- a. Leave for the birth of a son or daughter or placement of a son or daughter with the staff member for adoption or foster care **may not** be taken by a staff member intermittently or on a reduced leave schedule.
- b. Leave may be taken intermittently or on a reduced leave schedule when medically necessary for planned and/or unanticipated medical treatment of a related serious health condition by or under the supervision of a health care provider, or for recovery from treatment or recovery from a serious health condition.
- c. Intermittent leave means leave scheduled for periods of time from one hour or more to several weeks; however, the total time within which the leave is taken cannot exceed a twelve month period for each serious health condition episode. Intermittent leave may be taken for a serious health condition that requires periodic treatment by a health care provider, rather than one continuous period of time. Intermittent leave may also be taken for absences where the staff member is incapacitated or unable to perform the essential functions of the position because of a serious health condition even if the staff member does not receive treatment by a health care provider. The staff member shall make a reasonable effort to schedule intermittent leave so as not to unduly disrupt the operations of the instructional/educational program.
- d. Reduced leave means leave scheduled for fewer than the staff member's usual number of hours worked per workweek, but not

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fewer than a staff member's usual number of hours worked per workday, unless otherwise agreed to by the staff member and the district. A staff member is entitled, at the option of the staff member, to take leave on a reduced leave schedule not exceeding twenty-four consecutive weeks. The staff member shall make a reasonable effort to schedule reduced leave so as not to unduly disrupt the operations of the instructional/educational program. The staff member shall provide the district 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 that is reasonable and practicable. Leave taken on a reduced leave schedule shall not result in a reduction of the total amount of leave to which a staff member is entitled.

- e. The fact that a holiday may occur within the week taken by a staff member as Family Leave has no effect and the week is counted as a week of Family Leave. However, if the staff member is out on Family Leave and the school district is closed and the staff member would not be expected to report for work for one or more weeks, the weeks the school district is closed for this staff member do not count against the staff member's family leave entitlement.

Any leave time remaining after a staff member has exhausted his/her entitlement to intermittent leave in any twelve month period may be taken as consecutive leave or reduced leave, and any leave time remaining after a staff member has exhausted his/her entitlement to reduced leave in any twelve month period may be taken as consecutive leave or intermittent leave.

- f. "Instructional employees" as defined in 29 CFR §825.600(c) 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. 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 employees for the purposes of this policy. Semester as

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defined in 29 CFR §825.602(a)(3)(b) means the school semester that typically ends near the end of the calendar year and the end of the spring each school year. A school district can have no more than two semesters in a school year.

- (1) Leave taken at the end of the school year and continues into the beginning of the next school year is considered consecutive leave.
- (2) In accordance with 29 CFR §825.601(a)(1), eligible instructional staff members that need intermittent or reduced leave to care for a family member, or for the staff member's own serious health condition which is foreseeable based on planned medical treatment and the staff member would be on leave more than twenty percent of the total number of working days over the period the leave would extend, the district:
 - (a) May require the staff member to take the leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
 - (b) Transfer the staff member temporarily to an available alternative position for which the staff member is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the staff member's regular position.
- (3) In accordance with 29 CFR §825.601, if the instructional staff member does not give the required notice for leave that is foreseeable and desires the leave to be taken intermittently or on a reduced leave schedule, the district may require the staff member to take leave of a particular duration, or to transfer temporarily to an alternative position. Alternatively, the district may require the staff member to delay taking the leave until the notice provision is met.
- (4) In accordance with 29 CFR §825.602, if an instructional staff member begins leave more than five weeks before the end of

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the school year, the district may require the staff member to continue taking leave until the end of the semester if:

- (a) The leave will last three weeks; and
 - (b) The staff member would return to work during the three-week period before the end of the semester.
- (5) In accordance with 29 CFR §825.602, if an instructional staff member begins leave for a purpose other than the staff member's own serious health condition during the five-week period before the end of the semester, the district may require the staff member to continue taking leave until the end of the semester if:
- (a) The leave will last more than two weeks; and
 - (b) The staff member would return to work during the two-week period before the end of the semester.

(Example of leave falling within these provisions: If a staff member plans two weeks of leave to care for a family member which will begin three weeks before the end of the term, the district could require the staff member to stay out on leave until the end of the term.)

- (6) In accordance with 29 CFR §825.602, if an instructional staff member begins leave for a purpose other than the staff member's own serious health condition during the three week period before the end of a semester, the district may require the staff member to continue taking leave until the end of the semester if the leave will last more than five working days.
- (7) In the event the district requires the instructional staff member to take additional leave to the end of the semester in accordance with (4), (5), or (6) above, the additional leave days shall not be counted as FMLA leave.

g. Servicemember qualifying exigency leave may arise out of the foreign

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deployment of the staff member's spouse, child, or parent 29 CFR §§825.122 and 126:

- (1) The district must grant an eligible staff member up to twelve work weeks of unpaid, job-protected 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.
- (2) The military member must be the spouse, son, daughter, or parent of the staff member taking FMLA exigency leave.
- (3) FMLA leave can be granted for one or more of the following exigencies:
 - (a) Short-notice deployment:
 - i. Notification of duty seven or less calendar days prior to date of deployment;
 - ii. Leave can be used for a period of seven calendar days beginning on the date the military member is notified.
 - (b) Military events and related activities, including official ceremonies, programs, or events sponsored by the military and related to the covered active duty or call to covered active duty status of the military member; and to attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross.
 - (c) Childcare and school activities including arranging for alternative childcare; providing childcare on an urgent, immediate need basis (not routine, regular, or everyday basis); to enroll in or transfer to a new school or day care facility; or to attend meetings with staff at

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a school or day care facility:

- i. The son or daughter must be the son or daughter of the covered servicemember.
- (d) Financial and legal arrangements made to address the military member's absence while on covered active duty or call to covered active duty status.
- (e) Counseling, provided by someone other than a health care provider for oneself, for the military member, or qualified child, if the need arises from the covered active duty or call to covered active duty status of the military member.
- (f) Rest and Recuperation (R&R) to spend time with the military member on short-term, temporary R&R leave during a term of deployment:
 - i. Can be used for a period of fifteen calendar days beginning on the date the military member commences each instance of R&R leave.
- (g) Post-deployment activities such as ceremonies or briefings including any that arise from the death of the military member while on covered active duty.
- (h) Parental care for one meeting the definition of a "parent" and incapable of self-care including: arranging alternative care; providing care on an immediate need basis; and to attend meetings or arrange services at a care facility.
- (i) Additional activities in accordance with 29 CFR §825.126(b)(9).
- h. Military caregiver leave provides care for a covered servicemember with a serious injury or illness 29 CFR §§825.122 and 127:

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- (1) The district must grant up to a total of twenty-six workweeks of unpaid, job-protected leave during a "single twelve-month period" to care for a covered servicemember with a serious injury or illness.
 - (a) The eligible staff member must be the spouse, son, daughter, parent, or next of kin of the covered servicemember.
 - (b) The staff member is limited to a combined total of twenty-six workweeks for any FMLA-qualifying reasons during the single twelve-month period. Up to twelve of the twenty-six weeks may be for an FMLA-qualifying reason other than military caregiver leave.
 - (c) Spouses who are eligible for FMLA leave and are employed by the same covered employer may be limited to a combined total of twenty-six workweeks of leave during a single twelve-month period if the leave is taken for birth of the employee's son or daughter or to care for the child after birth, for placement of a son or daughter with the employee for adoption or foster care, or to care for the child after placement, to care for the employee's parent with a serious health condition, or to care for a covered servicemember with a serious injury or illness. If one spouse is ineligible for FMLA leave, the other spouse would be entitled to a full twenty-six workweeks of FMLA leave.
- (2) Leave entitlement is applied on a per-covered-servicemember, per-injury basis.
 - (a) The staff member may take an additional twenty-six weeks of leave if the leave is to care for different covered servicemembers or to care for the same servicemember with a subsequent serious injury or illness, except that no more than twenty-six weeks of leave may be taken within any single twelve-month

period.

- (b) An eligible staff member may take military caregiver leave to care for more than one current service member or covered veteran at the same time or for the same family member with the same serious injury or illness both when the family member is a current servicemember and when the family member is a veteran.
- (c) Military caregiver leave may be taken by eligible staff members whose family members are recent veterans with serious injuries or illnesses incurred or aggravated in the line of duty on active duty, and that manifested before or after the veteran left active duty.

2. New Jersey Family Leave Act (NJFLA)

A staff member may take NJFLA leave in consecutive weeks, as intermittent leave, or as reduced leave. A staff member who requests intermittent or reduced leave shall make a reasonable effort to schedule such leave so as not to unduly disrupt the instructional/educational program. The district shall not require a staff member to take a leave of absence beyond the period of time the staff member requests family leave. N.J.A.C. 13:14-1.5(f)

- a. In the case of a family member who has a serious health condition, leave may be taken intermittently when medically necessary. The total time within which the leave is taken, cannot exceed a twelve-month period for each serious health condition episode. The staff member will provide the district with prior notice of the leave in a manner which is reasonable and practicable; and the staff member shall make a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the instructional/educational program. In the case of the birth or adoption of a healthy child, the leave may be taken intermittently only if agreed to by the staff member and the district.
- b. Reduced leave means leave scheduled for fewer than the staff member's usual number of hours worked per workweek, but not

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fewer than a staff member's usual number of hours worked per workday, unless otherwise agreed to by the staff member and the district. A staff member is entitled, at the option of the staff member, to take leave on a reduced leave schedule for a period not exceeding twenty-four consecutive weeks. The staff member is not entitled to take the leave on a reduced leave schedule without an agreement between the staff member and the district if the leave is taken for the birth or adoption of a healthy child. The staff member shall make a reasonable effort to schedule reduced leave so as not to unduly disrupt the operations of the instructional/educational program. The staff member shall provide the district 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 that is reasonable and practicable. Leave taken on a reduced leave schedule shall not result in a reduction of the total amount of leave to which a staff member is entitled.

- c. The fact that a holiday may occur within the week taken by a staff member as family leave has no effect and the week is counted as a week of family leave. However, if the staff member is out on family leave and the school district is closed and the staff member would not be expected to report for work for one or more weeks, the weeks the school district is closed for this staff member do not count against the staff member's family leave entitlement.

Any leave time remaining after a staff member has exhausted his/her entitlement to intermittent leave in any twelve month period may be taken as consecutive leave or reduced leave, and any leave time remaining after a staff member has exhausted his/her entitlement to reduced leave in any twelve month period may be taken as consecutive leave or intermittent leave.

F. Notice

1. Federal Family and Medical Leave Act (FMLA)

- a. Foreseeable Leave - 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 leave is foreseeable based on an

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expected birth, placement for adoption of foster care, or planned medical treatment for a serious health condition of the staff member or a family member. If thirty days is not practical, the 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. For foreseeable leave 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 of designee within one or two business days or when the need for leave becomes known to the staff member. The written notice shall include the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave.

When planning medical treatment, the staff member must consult with the Superintendent of designee and make a reasonable effort to schedule the leave so as not to unduly disrupt the educational program, subject to the approval of the health care provider. Staff members are ordinarily expected to consult with the Superintendent of designee prior to scheduling of treatment that would require leave for a schedule that best suits the needs of the district and the staff member.

The district may delay the staff member taking leave for at least thirty days if the staff member fails to give thirty days notice for foreseeable leave with no reasonable excuse for the delay.

- b. Unforeseeable Leave - When the approximate timing of the need for leave is not foreseeable, a staff member should give notice to the Superintendent of designee for leave as soon as practicable under the facts and circumstances of the particular case. It is expected the staff member will give notice to the Superintendent or designee within no more than one or two working days of learning of the need for leave, except in extraordinary circumstances where such notice is not foreseeable. The staff member should provide notice to the employer either in person or by telephone, telegraph, facsimile machine or other electronic means.

2. New Jersey Family Leave Act (NJFLA)

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- a. Foreseeable Leave - A staff member eligible for NJFLA leave must give at least a thirty day advance written notice to the Superintendent or designee of the need to take family leave except where the need to take family leave is not foreseeable.
 - (1) Notice for leave to be taken for the birth or placement of the child for adoption shall be given at least thirty days prior to the commencement of the leave, except that if the date of the birth or adoption requires leave to begin in less than thirty days, the staff member shall provide such notice that is reasonable and practicable.
 - (2) Notice for leave to be taken for the serious health condition of a family member shall be given at least fifteen days prior to the commencement of leave, except that if the date of the treatment or supervision requires leave to begin in less than fifteen days, the staff member shall provide such notice that is reasonable and practicable.
 - (3) When the Superintendent or designee is not made aware that a staff member was absent for family leave reasons and the staff member wants to request the leave be counted as family leave, the staff member must provide timely notice within two business days of returning to work to have the time considered for family leave in accordance with the Family Leave Act.
- b. Unforeseeable Leave - When the need for leave is not foreseeable, the staff member must provide notice "as soon as practicable" which shall be at least verbal notice to the Superintendent or designee within one or two business days of the staff member learning of the need to take family leave. Whenever emergent circumstances make written notice impracticable, the staff member may give verbal notice to the Superintendent or designee, but any verbal notice must be followed by written notice delivered within two working days.

G. Leave Designation

An eligible staff member shall designate FMLA or NJFLA leave upon providing notice

of the need for the leave or when the need for leave commences. Human Resources shall provide the staff member with this Policy to assist the staff member in determining the type of leave.

H. Benefits

Whether a staff member is required to use sick time or any other accrued leave time concurrent with FMLA or NJFLA leave time will depend upon either the district's practice or a provision in the district's collective bargaining agreement, if applicable. 29 CFR §825.100

The Board will maintain coverage under any group health insurance policy, group subscriber contract, or health care plan at the level and under the conditions coverage would have been provided if the staff member had continued to work instead of taking the leave. If the staff member was paying all or part of the premium payments prior to the leave, the staff member would continue to pay his/her share during the leave time. Any instructional employee who is on leave under NJFLA or FMLA at the end of the school year will be provided with any benefits over the summer that the staff member would normally receive if they had been working at the end of the school year.

I. Returning from Leave

The Federal Family and Medical Leave Act and/or the New Jersey Family Leave Act

A staff member returning from leave shall be entitled to the position he/she held when leave commenced or to an equivalent position of like seniority, status, employment benefits, pay and other conditions of employment. If the district experiences a reduction in force or layoff and the staff member would have lost his/her position had the staff member not been on family 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 any collective bargaining agreement, the staff member shall be entitled to reinstatement to the former or an equivalent position in accordance with applicable statutes, codes, and laws. The staff member's tenure and seniority rights, if any, and other benefits shall be preserved, but the staff member shall accrue no additional time toward tenure or seniority for the period of the leave, except as may be provided by law.

The return of a staff member prior to the expiration of the requested family leave

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may be permitted by the Board if the return does not unduly disrupt the instructional program or require the Board to incur the cost of continuing the employment of a substitute under contract.

The Board may, in accordance with the provisions of 29 CFR §825.312 delay restoration of employment of a staff member using FMLA leave for the staff member's serious health condition until the staff member submits a fitness-for-duty examination from his/her health care provider indicating that the staff member is able to resume work. In the event the Board requires such a fitness-for-duty examination before restoration of the staff member after leave, the Board will provide the staff member specific notice either at the time the staff member gives notice of the need for leave or immediately after the leave commences and the staff member advises the Board of the medical circumstances for the leave.

If leave is taken under FMLA, and the staff member does not return to work after the leave expires, the Board is entitled to recover health insurance costs paid while the staff member was on FMLA. The Board's right to recover premiums would not apply if the staff member fails to return to work due to:

1. The continuation, onset or recurrence of a serious health condition of the staff member; or
2. Circumstances beyond the staff member's control.

J. Ineligible Staff Members

1. Federal Family and Medical Leave Act (FMLA)

The district may deny job restoration after FMLA leave if the staff member is a "key employee" as defined in 29 CFR §825.217 if such denial is necessary to prevent substantial and grievous economic injury to the district or the district may delay restoration to a staff member who fails to provide a fitness for duty certificate to return to work for leave that was the staff member's own serious health condition. A "key employee" is a salaried, staff member who is among the highest paid ten percent of the school district staff employed by the district within 75 miles of the worksite. No more than ten percent of the school district staff within 75 miles of the worksite may be "key employees."

In the event the Superintendent or designee believes that reinstatement may

be denied to a key employee, the Superintendent or designee must give written notice to the staff member at the time the staff member gives notice of the need for leave, or when the need for leave commences, if earlier, that he/she qualifies as a key employee. The key employee must be fully informed of the potential consequences with respect to reinstatement and maintenance of health benefits if the district should determine that substantial and grievous economic injury to the district's operations will result if the staff member is reinstated from leave. The district's notice must explain the basis for the district's finding that substantial and grievous economic injury will result, and if leave has commenced, must provide the staff member a reasonable time in which to return to work. If the staff member on leave does not return to work in response to the notice of intent to deny restoration, the staff member continues to be entitled to maintenance of health insurance.

A key employee's rights under the FMLA continue unless and until the staff member either gives notice that he/she no longer wishes to return to work or the district actually denies reinstatement at the conclusion of the leave period. A staff member is still entitled to request reinstatement at the end of the leave period even if the staff member did not return to work in response to the district's notice. The district will then again determine whether there will be substantial and grievous economic injury from reinstatement based on the facts at that time. If it is determined that substantial and grievous economic injury will result, the district will notify the staff member in writing (in person or by certified mail) of the denial of the restoration.

2. New Jersey Family Leave Act

The district may deny family leave to the staff member if the staff member is a salaried employee who is among the highest paid five percent of the school district staff or one of the seven highest paid employees of the district, whichever is greater, if the denial is necessary to prevent substantial and grievous economic injury to the school district's operations. The Superintendent or designee shall notify the staff member of the intent to deny the leave at the time the Superintendent or designee determines the denial is necessary. If the leave has already commenced at the time of the district's notification of denial, the staff member shall be permitted to return to work within ten working days of the date of notification.

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K. Verification of Leave

1. Federal Family and Medical Leave Act (FMLA)

The Board requires a staff member's FMLA leave to care for the staff member's seriously ill spouse, son, daughter, or parent; or for a servicemember's qualifying exigency or serious injury; or for illness due to the staff member's own serious health condition, that makes the staff member unable to perform one or more of the essential functions of the staff member's position, be supported by a certification issued by the health care provider of the staff member or the staff member's ill family member. The medical certification required encompasses both physical and psychological care and includes situations where a family member is unable to care for his/her own basic medical, hygienic, or nutritional needs or safety, or is unable to transport himself/herself to the doctor. It can also include providing psychological comfort and reassurance beneficial to a child, spouse, or parent with a serious health condition who is receiving inpatient or home care and can include situations where the staff member may be needed to substitute for others who normally care for the family member or covered servicemember or to make arrangements for changes in care. The staff member need not be the only individual or family member available to care for the family member or covered servicemember. 29 CFR §825.124

The certification must meet the requirements of 29 CFR §§825.306, 309, and 310 to include: which part of the definition of "serious health condition" applies; the approximate date the serious health condition commenced and its probable duration; whether it will be necessary for the staff member to take intermittent and/or reduced leave; whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity; if additional treatments will be required for the condition; and/or if the patient's incapacity will be intermittent or will require reduced leave. The certification of a serious health condition of a family member of the staff member shall be sufficient if it states the date on which the condition commenced, the probable duration of the condition, and the medical facts within the provider's knowledge regarding the condition. Certification for the birth or placement of a child need only state the date of birth or date of placement.

In the event the Superintendent or designee doubts the validity of the

certification, in accordance with 29 CFR §825.307, the district may require, at the district's expense, the staff member obtain an opinion regarding the serious health condition from a second health care provider designated by the district, but not employed on a regular basis by the district. If the second opinion differs from the staff member's health care provider, the district may require, at the district's expense, the staff member obtain the opinion of a third health care provider designated by the district or approved jointly, in good faith, by the district and the staff member. The opinion of the third health care provider shall be final and binding on the district and the staff member.

The district may require re-certification pursuant to the requirements of 29 CFR §825.308. In accordance with 29 CFR §825.309, the staff member on leave must provide a written report to the Superintendent or designee every thirty workdays. The report shall include the staff member's status and intended date to return to work. In the event the staff member's circumstances change, the staff member must provide reasonable notice to the Superintendent or designee if the staff member intends to return to work on a date sooner than previously noticed to the district. The staff member is not required to take more leave than necessary to resolve the circumstance that precipitated the need for leave. As a condition of returning to work after the leave for the staff member's own serious health condition, and in accordance with 29 CFR §825.310, the district requires a staff member to provide a certification from their health care provider that the staff member is able to resume work.

In accordance with 29 CFR §825.311, the district may delay the taking of FMLA leave to a staff member who fails to provide certification within fifteen days after being requested to do so by the district. In accordance with 29 CFR §825.312, the district may delay the taking of leave until thirty days after the date the staff member provides notice to the district of foreseeable leave or the district may delay continuation of leave if a staff member fails to provide a requested medical certification in a timely manner.

2. New Jersey Family Leave Act

The Board shall require the certification of a duly licensed health care provider verifying the purpose of requested NJFLA leave. Certification of a serious health condition of a family member of the staff member shall be

sufficient if it states the date on which the condition commenced, the probable duration of the condition, and the medical facts within the provider's knowledge regarding the condition. Certification for the birth or placement of a child need only state the date of birth or date of placement, whichever is appropriate.

In the event the Superintendent or designee doubts the validity of the certification for the serious health condition of a family member of the staff member, the district may require, at the district's expense, the staff member to 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 district. If the second opinion differs from the certification the district may require, at the district's expense, that the staff member obtain the opinion of a third health care provider designated or approved jointly by the district and the staff member concerning the serious health condition. The opinion of the third health care provider shall be final and binding on the district and the staff member.

L. Interference with Family Leave Rights

The Federal Family and Medical Leave Act and the New Jersey Family Leave Act 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 Federal Family and Medical Leave Act or the New Jersey Family Leave Act nor discouraged from the use of family leave.

M. Non-Tenured Teaching Staff

Family leave granted to a nontenured staff member cannot extend the staff member's employment beyond the expiration of his/her employment contract.

N. Record Keeping

In order that staff member's entitlement to FMLA leave and NJFLA leave can be properly determined, the Superintendent shall ensure the keeping of accurate attendance records that distinguish family leave from other kinds of leave. The Superintendent will publish a notice explaining the Act's provisions and provide

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information concerning the procedures for filing complaints of violations of the FMLA and NJFLA.

O. Processing of Complaints

1. Federal Family and Medical Leave Act (FMLA) 29 CFR §§825.400-401

- a. If there is a dispute between the district and a staff member as to whether leave qualifies as FMLA leave, it should be resolved through discussion between the staff member and the district. Such discussions and the decision shall be documented by the school district.
- b. The 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.

2. New Jersey Family Leave Act N.J.A.C. 13:14-1.16

- a. Any complaint alleging a violation of the Act 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.

Implementation of FMLA and NJFLA will be consistent with provisions in collective bargaining agreement(s) in the district.

29 CFR §825 et seq.
29 CFR §785
N.J.S.A. 10:5-1
N.J.A.C. 13:14-1 et seq.

Adopted: 17 October 2013
Revised:

4431.1 FAMILY LEAVE (M)

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- A. Introduction

The Board will provide family leave in accordance with the Federal Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA).

FMLA leave for eligible staff members shall be up to twelve weeks leave of absence in a twelve month period upon advance notice to the district for the birth of a son or daughter of the staff member and in order to care for such son or daughter; for the placement of a son or daughter with the staff member for adoption or foster care; in order to care for the spouse, son, daughter, or parent of the staff member if such spouse, son, daughter, or parent has a serious health condition; or for a serious health condition that makes the staff member unable to perform the functions of the position of such staff member, or because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty). In addition, eligible employees may take up to a combined total of twenty-six workweeks in a single twelve month period to care for a covered servicemember with a serious injury or illness.

NJFLA leave for eligible staff members shall be up to twelve weeks leave of absence in any twenty-four month period upon advance notice to the district so that a staff member may provide care made necessary by the birth of a child of the staff member, the placement of a child with the staff member in connection with adoption of such child by the staff member, and the serious health condition of a spouse, parent, or child.

B. Applicability

The Board will comply with requirements of the New Jersey and Federal Family Leave laws. The laws have similar and different provisions that may provide different rights and obligations for the staff member and/or the Board. The staff member shall be afforded the most favorable rights if there is a conflict in the rights afforded to the staff member under the two laws.

1. If the staff member is eligible for leave for reasons provided under the FMLA and NJFLA, then the time taken shall be concurrent and be applied to both laws.
2. The NJFLA provides twelve weeks leave in a twenty-four month period while the FMLA provides twelve weeks leave in a twelve-month period. A staff member is eligible for up to twelve weeks leave in the first twelve months of

the twenty-four month period under the NJFLA. A staff member is eligible for up to twelve weeks leave in the second twelve-month period under the FMLA.

3. In the event the reason for the family leave is recognized under one law and not the other law, the staff member is eligible for each law's leave entitlements within one twelve-month period. (Example: A staff member may use their FMLA leave for a twelve week family leave for their own pregnancy, which is considered a "serious health condition" under FMLA, and upon conclusion of the twelve week FMLA leave, the staff member would be eligible for a twelve week NJFLA leave to care for their newborn or any other reasons pursuant to the NJFLA.)

C. Definitions

1. Federal Family and Medical Leave Act (FMLA)

"Contingency operation" means a military operation that results in the call or order to, or retention on, active duty of members of the uniformed services during a war or during a national emergency declared by the President or Congress.

"Covered active duty" or "call to covered active duty" means duty during deployment of a member with the Armed Forces to a foreign country and, in the case of a member of the Reserve components of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation.

"Covered servicemember" means a current member of the Armed Forces (including National Guard or Reserves), who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness; or a covered veteran undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

"Covered veteran" means an individual who was a member of the Armed Forces (including National Guard or Reserves), discharged or released under conditions other than dishonorable at any time during the five-year period

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prior to the first date the eligible staff member takes FMLA leave to care for the covered veteran. For a veteran discharged prior to March 8, 2013, the effective date of the FMLA Final Rule, the period between October 28, 2009 and March 8, 2013 will not count towards the determination of the five-year period. 29 CFR § 825.127(b)(2)

“Military caregiver leave” means leave taken to care for a covered servicemember with a serious injury or illness under FMLA. 29 CFR §825.127

“Next of kin of a covered servicemember” means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin. For example, if a covered servicemember has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered servicemember's next of kin. Alternatively, where a covered servicemember has a sibling(s) and designates a cousin as his or her next of kin for FMLA purposes, then only the designated cousin is eligible as the covered servicemember's next of kin. An employer is permitted to require an employee to provide confirmation of covered family relationship to the covered servicemember pursuant to 29 CFR §825.122(k). 29 CFR §825.127(d)(3)

“Outpatient status” means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. 29 CFR § 825.127(b)(1)

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

"Parent of a covered servicemember" means a covered servicemember's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. 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.

"Serious injury or illness," only in the case of a veteran or current member of the Armed Forces, means:

- a. In the case of a current member of the Armed Forces, including a member of the National Guard or Reserves, an injury or illness that was incurred by the covered servicemember in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating; and
- b. In the case of a covered veteran, an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:
 - (1) A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to

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perform the duties of the servicemember's office, grade, rank, or rating; or

- (2) A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of fifty percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
- (3) A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
- (4) An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers. 29 CFR 825 §127(c)

"Single twelve-month period" means that a military caregiver's leave begins on the first day the staff member takes FMLA leave and ends twelve months after that date, regardless of the twelve-month period established by the district for other FMLA leave reasons. 29 CFR §825.127(e)(1)

"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.

"Son or daughter of the covered servicemember" means a covered servicemember's biological, adopted or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age. 29 CFR §825.127(d)(1)

"Son or daughter on covered active duty or call to covered active duty status" means the staff member's biological, adopted or foster child,

stepchild, legal ward, or a child for whom the staff member stood in loco parentis, who is on covered active duty or call to covered active duty status, and who is of any age. 29 CFR §825.126(a)(5)

“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. 29 CFR §825.122

“Staff member” means an employee eligible for family and medical leave in accordance with the Federal Family and Medical Leave Act (FMLA).

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

2. New Jersey Family Leave Act (NJFLA)

“Child” means a biological, adopted or foster child, stepchild, legal ward, child of a parent who is under eighteen years of age or a child eighteen years of age or older but incapable of self-care because of a mental or physical impairment.

“Continuing medical treatment” or “continuing supervision by a health care provider” means a period of incapacity or a period of absence in accordance with N.J.A.C. 13:14.

“Parent” means a biological, adoptive, or foster parent; step-parent; parent-in-law; a legal guardian having a “parent-child relationship” with a child as defined by law; or a person who has sole or joint legal or physical custody, care, guardianship, or visitation with a child.

“Serious health condition” means an illness, injury, impairment, or physical or mental condition that requires inpatient care in a hospital, hospice, or residential medical facility or continuing medical treatment or continuing supervision by a health care provider.

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

“Staff member” means an employee eligible for family leave in accordance with the New Jersey Family Leave

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

D. Eligibility

1. Federal Family and Medical Leave Act (FMLA)

A staff member shall become eligible for FMLA leave after he/she has been employed at least twelve months in this district and employed for at least 1250 hours of service during the twelve-month period immediately preceding the commencement of the leave. The twelve months the staff member must have been employed need not be consecutive months pursuant to 29 CFR §825.110(b). The minimum 1250 hours of service shall be determined according to the principles established under the Fair Labor Standards Act (FSLA) for determining compensable hours of work pursuant to 29 CFR §785. Entitlement to FMLA leave taken for the birth of a son or daughter or placement of a son or daughter with the 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.

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

The method to determine the twelve-month period in which the twelve weeks of FMLA leave entitlement occurs will be a “rolling” twelve-month period measured backward from the date a staff member uses any family leave.

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 the staff member did not provide services immediately prior to commencement of the leave. A staff member using FMLA leave may commence part-time employment that shall not exceed half the regularly scheduled hours worked for the district. The staff member may continue the part-time employment that commenced prior to the FMLA leave at the same number of hours that the staff member was regularly scheduled prior to such leave.

2. New Jersey Family Leave Act (NJFLA)

A staff member shall become eligible for NJFLA leave after he/she has been employed at least twelve months in this district for not less than 1,000 base hours, excluding overtime, during the immediate preceding twelve month period. The calculation of the twelve-month period to determine eligibility shall commence with the commencement of the NJFLA leave. NJFLA leave taken for the birth or adoption of a healthy child may commence at any time within a year after the date of the birth or placement for adoption.

The district shall grant a family leave under NJFLA 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 the leave. N.J.A.C. 13:14-1.12

A staff member during any period of the NJFLA leave is prohibited from performing any services on a full-time basis for any person for whom the staff member did not provide services immediately prior to commencement of the leave. A staff member on NJFLA leave may commence part-time employment that shall not exceed half the regularly scheduled hours worked for the district. The staff member may continue the part-time employment that commenced prior to the NJFLA leave at the same number of hours that the staff member was regularly scheduled prior to such leave.

The method to determine the twenty-four month period in which the twelve weeks of NJFLA leave entitlement occurs will be a "rolling" twenty-four month period measured backward from the date a staff member uses any leave.

E. Types of Leave

1. Federal Family and Medical Leave Act (FMLA)

A staff member may take FMLA leave to include servicemember qualifying exigency leave or military caregiver leave in consecutive weeks, as intermittent leave, or as reduced leave. A staff member who requests intermittent or reduced leave shall make a reasonable effort to schedule such leave so as not to unduly disrupt the instructional/educational program.

- a. Leave for the birth of a son or daughter or placement of a son or daughter with the staff member for adoption or foster care **or may not** be taken by a staff member intermittently or on a reduced leave schedule.
- b. Leave may be taken intermittently or on a reduced leave schedule when medically necessary for planned and/or unanticipated medical treatment of a related serious health condition by or under the supervision of a health care provider, or for recovery from treatment or recovery from a serious health condition.
- c. Intermittent leave means leave scheduled for periods of time from one hour or more to several weeks; however, the total time within which the leave is taken cannot exceed a twelve month period for each serious health condition episode. Intermittent leave may be taken for a serious health condition that requires periodic treatment by a health care provider, rather than one continuous period of time. Intermittent leave may also be taken for absences where the staff member is incapacitated or unable to perform the essential functions of the position because of a serious health condition even if the staff member does not receive treatment by a health care provider. The staff member shall make a reasonable effort to schedule intermittent leave so as not to unduly disrupt the operations of the instructional/educational program.
- d. Reduced leave means leave scheduled for fewer than the staff member's usual number of hours worked per workweek, but not fewer than a staff member's usual number of hours worked per workday, unless otherwise agreed to by the staff member and the

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district. A staff member is entitled, at the option of the staff member, to take leave on a reduced leave schedule not exceeding twenty-four consecutive weeks. The staff member shall make a reasonable effort to schedule reduced leave so as not to unduly disrupt the operations of the instructional/educational program. The staff member shall provide the district 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 that is reasonable and practicable. Leave taken on a reduced leave schedule shall not result in a reduction of the total amount of leave to which a staff member is entitled.

- e. The fact that a holiday may occur within the week taken by a staff member as Family Leave has no effect and the week is counted as a week of Family Leave. However, if the staff member is out on Family Leave and the school district is closed and the staff member would not be expected to report for work for one or more weeks, the weeks the school district is closed for this staff member do not count against the staff member's family leave entitlement.

Any leave time remaining after a staff member has exhausted his/her entitlement to intermittent leave in any twelve month period may be taken as consecutive leave or reduced leave, and any leave time remaining after a staff member has exhausted his/her entitlement to reduced leave in any twelve month period may be taken as consecutive leave or intermittent leave.

- f. Servicemember qualifying exigency leave may arise out of the foreign deployment of the staff member's spouse, child, or parent 29 CFR §§825.122 and 126:
 - (1) The district must grant an eligible staff member up to twelve work weeks of unpaid, job-protected leave during a 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.
 - (2) The military member must be the spouse, son, daughter, or

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parent, of the staff member taking FMLA exigency leave.

(3) FMLA leave can be granted for one or more of the following exigencies:

(a) Short-notice deployment:

- i. Notification of duty seven or less calendar days prior to date of deployment;
- ii. Leave can be used for a period of seven calendar days beginning on the date the military member is notified.

(b) Military events and related activities, including official ceremonies, programs, or events sponsored by the military and related to the covered active duty or call to covered active duty status of the military member; and to attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross.

(c) Childcare and school activities including arranging for alternative childcare; providing childcare on an urgent, immediate need basis (not routine, regular, or everyday basis); to enroll in or transfer to a new school or day care facility; or to attend meetings with staff at a school or day care facility:

- i. The son or daughter must be the son or daughter of the covered servicemember.

(d) Financial and legal arrangements made to address the military member's absence while on covered active duty or call to covered active duty status.

(e) Counseling, provided by someone other than a health care provider for oneself, for the military member, or

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qualified child, if the need arises from the covered active duty or call to covered active duty status of the military member.

- (f) Rest and Recuperation (R&R) to spend time with the military member on short-term, temporary R&R leave during a term of deployment:
 - i. Can be used for a period of fifteen calendar days beginning on the date the military member commences each instance of R&R leave.
 - (g) Post-deployment activities such as ceremonies or briefings including any that arise from the death of the military member while on covered active duty.
 - (h) Parental care for one meeting the definition of a "parent" and incapable of self care including: arranging alternative care; providing care on an immediate need basis; and to attend meetings or arrange services at a care facility.
 - (i) Additional activities in accordance 29 CFR §825.126(b)(9).
- g. Military caregiver leave provides care for a covered servicemember with a serious injury or illness 29 CFR §§825.122 and 127:
- (1) The district must grant up to a total of twenty-six workweeks of unpaid, job-protected leave during a "single twelve-month period" to care for a covered servicemember with a serious injury or illness.
 - (a) The eligible staff member must be the spouse, son, daughter, parent, or next of kin of the covered servicemember.
 - (b) The staff member is limited to a combined total of

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twenty-six workweeks for any FMLA-qualifying reasons during the single twelve-month period. Up to twelve of the twenty-six weeks may be for an FMLA-qualifying reason other than military caregiver leave.

- (c) Spouses who are eligible for FMLA leave and are employed by the same covered employer may be limited to a combined total of twenty-six workweeks of leave during a single twelve-month period if the leave is taken for birth of the employee's son or daughter or to care for the child after birth, for placement of a son or daughter with the employee for adoption or foster care, or to care for the child after placement, to care for the employee's parent with a serious health condition, or to care for a covered servicemember with a serious injury or illness. If one spouse is ineligible for FMLA leave, the other spouse would be entitled to a full twenty-six workweeks of FMLA leave.
- (2) Leave entitlement is applied on a per-covered-servicemember, per-injury basis.
 - (a) The staff member may take an additional twenty-six weeks of leave if the leave is to care for different covered servicemembers or to care for the same servicemember with a subsequent serious injury or illness, except that no more than twenty-six weeks of leave may be taken within any single twelve-month period.
 - (b) An eligible staff member may take military caregiver leave to care for more than one current service member or covered veteran at the same time or for the same family member with the same serious injury or illness both when the family member is a current servicemember and when the family member is a veteran.
 - (c) Military caregiver leave may be taken by eligible staff

members whose family members are recent veterans with serious injuries or illnesses incurred or aggravated in the line of duty on active duty, and that manifested before or after the veteran left active duty.

2. New Jersey Family Leave Act (NJFLA)

A staff member may take NJFLA leave in consecutive weeks, as intermittent leave, or as reduced leave. A staff member who requests intermittent or reduced leave shall make a reasonable effort to schedule such leave so as not to unduly disrupt the instructional/educational program. The district shall not require a staff member to take a leave of absence beyond the period of time the staff member requests family leave. N.J.A.C. 13:14-1.5(f)

- a. In the case of a family member who has a serious health condition, leave may be taken intermittently when medically necessary. The total time within which the leave is taken, cannot exceed a twelve-month period for each serious health condition episode. The staff member will provide the district with prior notice of the leave in a manner which is reasonable and practicable; and the staff member shall make a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the instructional/educational program. In the case of the birth or adoption of a healthy child, the leave may be taken intermittently only if agreed to by the staff member and the district.
- b. Reduced leave means leave scheduled for fewer than the staff member's usual number of hours worked per workweek, but not fewer than a staff member's usual number of hours worked per workday, unless otherwise agreed to by the staff member and the district. A staff member is entitled, at the option of the staff member, to take leave on a reduced leave schedule for a period not exceeding twenty-four consecutive weeks. The staff member is not entitled to take the leave on a reduced leave schedule without an agreement between the staff member and the district if the leave is taken for the birth or adoption of a healthy child. The staff member shall make a reasonable effort to schedule reduced leave so as not to unduly disrupt the operations of the instructional/educational program. The staff member shall provide the district 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 that is reasonable and practicable. Leave taken on a reduced leave schedule shall not result in a reduction of the total amount of leave to which a staff member is entitled.

- c. The fact that a holiday may occur within the week taken by a staff member as family leave has no effect and the week is counted as a week of family leave. However, if the staff member is out on family leave and the school district is closed and the staff member would not be expected to report for work for one or more weeks, the weeks the school district is closed for this staff member do not count against the staff member's family leave entitlement.

Any leave time remaining after a staff member has exhausted his/her entitlement to intermittent leave in any twelve month period may be taken as consecutive leave or reduced leave, and any leave time remaining after a staff member has exhausted his/her entitlement to reduced leave in any twelve month period may be taken as consecutive leave or intermittent leave.

F. Notice

1. Federal Family and Medical Leave Act (FMLA)

- a. Foreseeable Leave - 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 leave is foreseeable based on an expected birth, placement for adoption of foster care, or planned medical treatment for a serious health condition of the staff member or a family member. If thirty days is not practical, the 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. For foreseeable leave 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 leave becomes known to the staff member. The written notice shall include the reasons for the leave, the anticipated

duration of the leave and the anticipated start of the leave.

When planning medical treatment, the staff member must consult with the Superintendent or designee and make a reasonable effort to schedule the leave so as not to unduly disrupt the educational program, subject to the approval of the health care provider. Staff members are ordinarily expected to consult with the Superintendent or designee prior to scheduling of treatment that would require leave for a schedule that best suits the needs of the district and the staff member.

The district may delay the staff member taking leave for at least thirty days if the staff member fails to give thirty days notice for foreseeable leave with no reasonable excuse for the delay.

- b. Unforeseeable Leave - When the approximate timing of the need for leave is not foreseeable, a staff member should give notice to the Superintendent or designee for leave as soon as practicable under the facts and circumstances of the particular case. It is expected the staff member will give notice to the Superintendent or designee within no more than one or two working days of learning of the need for leave, except in extraordinary circumstances where such notice is not foreseeable. The staff member should provide notice to the employer either in person or by telephone, telegraph, facsimile machine or other electronic means.

2. New Jersey Family Leave Act (NJFLA)

- a. Foreseeable Leave - A staff member eligible for NJFLA leave must give at least a thirty day advance written notice to the Superintendent or designee of the need to take family leave except where the need to take family leave is not foreseeable.
 - (1) Notice for leave to be taken for the birth or placement of the child for adoption shall be given at least thirty days prior to the commencement of the leave, except that if the date of the birth or adoption requires leave to begin in less than thirty days, the staff member shall provide such notice that is reasonable and practicable.

- (2) Notice for leave to be taken for the serious health condition of a family member shall be given at least fifteen days prior to the commencement of leave, except that if the date of the treatment or supervision requires leave to begin in less than fifteen days, the staff member shall provide such notice that is reasonable and practicable.
- (3) When the Superintendent or designee is not made aware that a staff member was absent for family leave reasons and the staff member wants to request the leave be counted as family leave, the staff member must provide timely notice within two business days of returning to work to have the time considered for family leave in accordance with the Family Leave Act.

- b. Unforeseeable Leave - When the need for leave is not foreseeable, the staff member must provide notice "as soon as practicable" which shall be at least verbal notice to the Superintendent or designee within one or two business days of the staff member learning of the need to take family leave. Whenever emergent circumstances make written notice impracticable, the staff member may give verbal notice to the Superintendent or designee but any verbal notice must be followed by written notice delivered within two working days.

G. Leave Designation

An eligible staff member shall designate FMLA or NJFLA leave upon providing notice of the need for the leave or when the need for leave commences. Human Resources shall provide the staff member with this Policy to assist the staff member in determining the type of leave.

H. Benefits

Whether a staff member is required to use sick time or any other accrued leave time concurrent with FMLA or NJFLA leave time will depend upon either the district's practice or a provision in the district's collective bargaining agreement, if applicable. 29 CFR §825.100

The Board will maintain coverage under any group health insurance policy, group subscriber contract, or health care plan at the level and under the conditions coverage would have been provided if the staff member had continued to work instead of taking the leave. If the staff member was paying all or part of the premium payments prior to the leave, the staff member would continue to pay his/her share during the leave time. Any ten month staff member who is on leave under NJFLA or FMLA at the end of the school year will be provided with any benefits over the summer that the staff member would normally receive if they had been working at the end of the school year.

I. Returning from Leave

The Federal Family and Medical Leave Act and/or the New Jersey Family Leave Act

A staff member returning from leave shall be entitled to the position he/she held when leave commenced or to an equivalent position of like seniority, status, employment benefits, pay and other conditions of employment. If the district experiences a reduction in force or layoff and the staff member would have lost his/her position had the staff member not been on family 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 any collective bargaining agreement, the staff member shall be entitled to reinstatement to the former or an equivalent position in accordance with applicable statutes, codes, and laws. The staff member's tenure and seniority rights, if any, and other benefits shall be preserved, but the staff member shall accrue no additional time toward tenure or seniority for the period of the leave, except as may be provided by law.

The return of a staff member prior to the expiration of the requested family leave may be permitted by the Board if the return does not unduly disrupt the instructional program or require the Board to incur the cost of continuing the employment of a substitute under contract.

The Board may, in accordance with the provisions of 29 CFR §825.312 delay restoration of employment of a staff member using FMLA leave for the staff member's serious health condition until the staff member submits a fitness-for-duty examination from his/her health care provider indicating that the staff member is able to resume work. In the event the Board requires such a fitness-for-duty examination before restoration of the staff member after leave, the Board will provide the staff member specific notice either at the time the staff member gives

notice of the need for leave or immediately after the leave commences and the staff member advises the Board of the medical circumstances for the leave.

If leave is taken under FMLA, and the staff member does not return to work after the leave expires, the Board is entitled to recover health insurance costs paid while the staff member was on FMLA. The Board's right to recover premiums would not apply if the staff member fails to return to work due to:

1. The continuation, onset or recurrence of a serious health condition of the staff member; or
2. Circumstances beyond the staff member's control.

J. Ineligible Staff Members

1. Federal Family and Medical Leave Act (FMLA)

The district may deny job restoration after FMLA leave if the staff member is a "key employee" as defined in 29 CFR §825.217 if such denial is necessary to prevent substantial and grievous economic injury to the district or the district may delay restoration to a staff member who fails to provide a fitness for duty certificate to return to work for leave that was the staff member's own serious health condition. A "key employee" is a salaried, staff member who is among the highest paid ten percent of the school district staff employed by the district within 75 miles of the worksite. No more than ten percent of the school district staff within 75 miles of the worksite may be "key employees."

In the event the Superintendent or designee believes that reinstatement may be denied to a key employee, the Superintendent or designee must give written notice to the staff member at the time the staff member gives notice of the need for leave, or when the need for leave commences, if earlier, that he/she qualifies as a key employee. The key employee must be fully informed of the potential consequences with respect to reinstatement and maintenance of health benefits if the district should determine that substantial and grievous economic injury to the district's operations will result if the staff member is reinstated from leave. The district's notice must explain the basis for the district's finding that substantial and grievous economic injury will result, and if leave has commenced, must provide the staff member a reasonable time in which to return to work. If the staff

member on leave does not return to work in response to the notice of intent to deny restoration, the staff member continues to be entitled to maintenance of health insurance.

A key employee's rights under the FMLA continue unless and until the staff member either gives notice that he/she no longer wishes to return to work or the district actually denies reinstatement at the conclusion of the leave period. A staff member is still entitled to request reinstatement at the end of the leave period even if the staff member did not return to work in response to the district's notice. The district will then again determine whether there will be substantial and grievous economic injury from reinstatement based on the facts at that time. If it is determined that substantial and grievous economic injury will result, the district will notify the staff member in writing (in person or by certified mail) of the denial of the restoration.

2. New Jersey Family Leave Act

The district may deny family leave to the staff member if the staff member is a salaried employee who is among the highest paid five percent of the school district staff or one of the seven highest paid employees of the district, whichever is greater, if the denial is necessary to prevent substantial and grievous economic injury to the school district's operations. The Superintendent or designee shall notify the staff member of the intent to deny the leave at the time the Superintendent or designee determines the denial is necessary. If the leave has already commenced at the time of the district's notification of denial, the staff member shall be permitted to return to work within ten working days of the date of notification.

K. Verification of Leave

1. Federal Family and Medical Leave Act (FMLA)

The Board requires a staff member's FMLA leave to care for the staff member's seriously ill spouse, son, daughter, or parent; or for a servicemember's qualifying exigency or serious injury; or for illness due to the staff member's own serious health condition, that makes the staff member unable to perform one or more of the essential functions of the staff member's position, be supported by a certification issued by the health care provider of the staff member or the staff member's ill family

member. The medical certification required encompasses both physical and psychological care and includes situations where a family member is unable to care for his/her own basic medical, hygienic, or nutritional needs or safety, or is unable to transport himself/herself to the doctor. It can also include providing psychological comfort and reassurance beneficial to a child, spouse, or parent with a serious health condition who is receiving inpatient or home care and can include situations where the staff member may be needed to substitute for others who normally care for the family member or covered servicemember or to make arrangements for changes in care. The staff member need not be the only individual or family member available to care for the family member or covered servicemember. 29 CFR §825.124

The certification must meet the requirements of 29 CFR §§825.306, 309, and 310 to include: which part of the definition of "serious health condition" applies; the approximate date the serious health condition commenced and its probable duration; whether it will be necessary for the staff member to take intermittent and/or reduced leave; whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity; if additional treatments will be required for the condition; and/or if the patient's incapacity will be intermittent or will require reduced leave. The certification of a serious health condition of a family member of the staff member shall be sufficient if it states the date on which the condition commenced, the probable duration of the condition, and the medical facts within the provider's knowledge regarding the condition. Certification for the birth or placement of a child need only state the date of birth or date of placement.

In the event the Superintendent or designee doubts the validity of the certification, in accordance with 29 CFR §825.307, the district may require, at the district's expense, the staff member obtain an opinion regarding the serious health condition from a second health care provider designated by the district, but not employed on a regular basis by the district. If the second opinion differs from the staff member's health care provider, the district may require, at the district's expense, the staff member obtain the opinion of a third health care provider designated by the district or approved jointly, in good faith, by the district and the staff member. The opinion of the third health care provider shall be final and binding on the district and the staff member.

The district may require re-certification pursuant to the requirements of 29 CFR §825.308. In accordance with 29 CFR §825.309, the staff member on leave must provide a written report to the Superintendent or designee every thirty workdays. The report shall include the staff member's status and intended date to return to work. In the event the staff member's circumstances change, the staff member must provide reasonable notice to the Superintendent or designee if the staff member intends to return to work on a date sooner than previously noticed to the district. The staff member is not required to take more leave than necessary to resolve the circumstance that precipitated the need for leave. As a condition of returning to work after the leave for the staff member's own serious health condition, and in accordance with 29 CFR §825.310, the district requires a staff member to provide a certification from their health care provider that the staff member is able to resume work.

In accordance with 29 CFR §825.311, the district may delay the taking of FMLA leave to a staff member who fails to provide certification within fifteen days after being requested to do so by the district. In accordance with 29 CFR §825.312, the district may delay the taking of leave until thirty days after the date the staff member provides notice to the district of foreseeable leave or the district may delay continuation of leave if a staff member fails to provide a requested medical certification in a timely manner.

2. New Jersey Family Leave Act

The Board shall require the certification of a duly licensed health care provider verifying the purpose of requested NJFLA leave. Certification of a serious health condition of a family member of the staff member shall be sufficient if it states the date on which the condition commenced, the probable duration of the condition, and the medical facts within the provider's knowledge regarding the condition. Certification for the birth or placement of a child need only state the date of birth or date of placement, whichever is appropriate.

In the event the Superintendent or designee doubts the validity of the certification for the serious health condition of a family member of the staff member, the district may require, at the district's expense, the staff member to 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 district. If the second opinion differs from the certification the district may require, at the district's expense, that the staff member obtain the opinion of a third health care provider designated or approved jointly by the district and the staff member concerning the serious health condition. The opinion of the third health care provider shall be final and binding on the district and the staff member.

L. Interference with Family Leave Rights

The Federal Family and Medical Leave Act and the New Jersey Family Leave Act 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 Federal Family and Medical Leave Act or the New Jersey Family Leave Act nor discouraged from the use of family leave.

M. Non-Tenured Staff Member

Family leave granted to a nontenured staff member cannot extend the staff member's employment beyond the expiration of his/her employment contract.

N. Record Keeping

In order that staff member's entitlement to FMLA leave and NJFLA leave can be properly determined, the Superintendent shall ensure the keeping of accurate attendance records that distinguish family leave from other kinds of leave. The Superintendent will publish a notice explaining the Act's provisions and provide information concerning the procedures for filing complaints of violations of the FMLA and NJFLA.

O. Processing of Complaints

1. Federal Family and Medical Leave Act (FMLA) 29 CFR §§825.400-401

- a. If there is a dispute between the district and a staff member as to whether leave qualifies as FMLA leave, it should be resolved through discussion between the staff member and the district. Such discussions and the decision shall be documented by the school

district.

- b. The 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.

2. New Jersey Family Leave Act N.J.A.C. 13:14-1.16

- a. Any complaint alleging a violation of the Act 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.

Implementation of FMLA and NJFLA will be consistent with provisions in collective bargaining agreement(s) in the district.

29 CFR §825 et seq.
29 CFR §785
N.J.S.A. 10:5-1
N.J.A.C. 13:14-1 et seq.

Adopted: 17 October 2013
Revised:

R 5530 SUBSTANCE ABUSE (M)

M

The following procedures are established in implementation of Policy 5530, Substance Abuse.

A. Definitions

1. "Evaluation" means procedures used by a certified or licensed professional to make a positive determination of a student's need for programs and services which extend beyond the general school program by virtue of learning, behavior, or health difficulties of the student or the student's family.
2. "Other drugs" mean substances as defined in N.J.S.A. 18A:40A-9 and substances as defined in N.J.A.C. 6A:16-4.1(a).
3. "Parent" means the natural parent(s) or adoptive parent(s), legal guardian(s), foster parent(s) or parent surrogate(s) of a student. When parents are separated or divorced, "parent" means the person or agency who has legal custody of the student, as well as the natural or adoptive parent(s) of the student, provided such parental rights have not been terminated by a court of appropriate jurisdiction.
4. "Referral for evaluation" means programs and services suggested to a student or his or her family in order to make a positive determination regarding a student's need for services that extend beyond the general school program.
5. "Referral for treatment" means programs and services suggested to a student or to his or her family to help implement the recommendations resulting from an evaluation, pursuant to N.J.A.C. 6A:16-1.3 and 4.1(c)5 and 6; in response to a positive alcohol or other drug test result, pursuant to N.J.A.C. 6A:16-4.4; or in response to the family's request for assistance with a learning, behavior, or health difficulty, pursuant to N.J.A.C. 6A:16-4.1(c)7 and 8.
6. "School grounds" means and includes land, portions of land, structures,

buildings, and vehicles, owned, operated or used for the provision of academic or extracurricular programs sponsored by the district or community provider and structures that support these buildings, such as school wastewater treatment facilities, generating facilities, and other central facilities including, but not limited to, kitchens and maintenance shops. "School grounds" also include other facilities as defined in N.J.A.C. 6A:26-1.2, playgrounds; and other recreational places owned by local municipalities, private entities, or other individuals during those times when the school district has exclusive use of a portion of such land. "School grounds" also includes athletic stadiums; swimming pools; any associated structures or related equipment tied to such facilities including, but not limited to, grandstands; greenhouses; garages; facilities used for non-instructional or non-educational purposes; and any structure, building, or facility used solely for school administration as defined in N.J.A.C. 6A:26-1.2.

7. "Substance" as defined in N.J.S.A. 18A:40A-9 and N.J.A.C. 6A:16-4.1(a) means alcoholic beverages, controlled dangerous substances, including anabolic steroids as defined at N.J.S.A. 24:21-2 and N.J.S.A. 2C:35-2, any chemical or chemical compound which releases vapors or fumes causing a condition of intoxication, inebriation, excitement, stupefaction, or dulling of the brain or nervous system, including, but not limited to, glue containing a solvent having the property of releasing toxic vapors or fumes as defined at N.J.S.A. 2C:35-10.4, and over-the-counter and prescription medications that are improperly used to cause intoxication, inebriation, excitement, stupefaction, or dulling of the brain or nervous system.
8. "Substance abuse" means the consumption or use of any substance for purposes other than for the treatment of sickness or injury as prescribed or administered by a person duly authorized by law to treat sick and injured human beings.
9. "Under the influence" of substances means that the student is observed in the use of a substance or exhibits physical and/or behavioral characteristics that indicate the immediate use of a substance.

B. Discipline

1. Any violation of Board rules prohibiting the use, possession, and/or

distribution of a substance is a serious offense, and the student who violates a substance abuse rule will be disciplined accordingly. Repeated violations are more severe offenses and warrant stricter disciplinary measures. Students who violate the substance abuse rules will be disciplined as follows:

a. First Offense

- (1.) Up to five day in- or out-of-school suspension and removal from all extracurricular activities. Alternative instruction at an alternate site may be ordered immediately, based on availability, with details to be arranged by the building administrator. The pupil will remain on the rolls of the school that he/she was attending, with alternative instruction costs assumed by the Board of Education.
- (2.) Contractual rules and agreements for co-curricular, extracurricular activities and sports signed by the parent(s) or legal guardian(s) and pupil will be adhered to at this time. At a minimum, participation in school-sponsored activities and sports will be prohibited during the suspension period.
- (3.) A re-entry meeting after the suspension period and before returning to school will be conducted with parent(s) or legal guardian(s), certified pupil support staff, building administrator and additional school staff when appropriate.
 - (a.) A re-entry contract will be signed by all parties in the re-entry meeting.
 - (b.) See Part V.D.5-7 for details.

b. Second Offense

- (1.) Up to ten day in- or out-of-school suspension and removal from all extracurricular activities. Alternative instruction at an alternate site may be ordered immediately, based on availability, with details to be arranged by the building administrator. The pupil will remain on the rolls of the school that he/she was attending, with alternative instruction costs assumed by the Board of Education.

- (2.) Contractual rules and agreements for co-curricular, extracurricular activities and sports signed by the parent(s) or legal guardian(s) and pupil will be adhered to at this time. At a minimum, participation in school-sponsored activities and sports will be prohibited during the suspension period.
- (3.) A re-entry meeting after the suspension period and before returning to school will be conducted with parent(s) or legal guardian(s), certified pupil support staff, building administrator and additional school staff when appropriate.
 - (a.) A re-entry contract will be signed by all parties in the re-entry meeting.
 - (b.) See Part V.D.5-7 for details.
- c. Third Offense
 - (1.) Ten day in- or out-of-school suspension and removal from all extracurricular activities. Alternative instruction at an alternate site may be ordered immediately, based on availability, with details to be arranged by the building administrator. The pupil will remain on the rolls of the school that he/she was attending, with alternative instruction costs assumed by the Board of Education.
 - (2.) Contractual rules and agreements for co-curricular, extracurricular activities and sports signed by the parent(s) or legal guardian(s) and pupil will be adhered to at this time. At a minimum, participation in school-sponsored activities and sports will be prohibited during the suspension period.
 - (3.) A re-entry meeting after the suspension period and before returning to school will be conducted with parent(s) or legal guardian(s), certified pupil support staff, building administrator and additional school staff when appropriate.
 - (a.) A re-entry contract will be signed by all parties in the re-entry

meeting.

(b.) See Part V.D.5-7 for details.

(4.) The pupil will be given a full due process hearing before the Superintendent or designee within twenty-one days following the day of removal.

If the pupil is cooperative and has completed the disciplinary phase, but is unable to furnish a negative drug screen, the Board will provide up to sixty days home instruction until the pupil is enrolled in an approved drug and alcohol rehabilitation program. If the pupil cannot produce a negative drug screen after sixty days of out-patient rehabilitation and home instruction, the pupil must sign up for in-patient drug rehabilitation or be recommended for a Superintendent's hearing that may include expulsion. The Division of Youth and Family Services shall be notified on the possibility of neglect and/or the need for family assistance.

2. In accordance with N.J.A.C. 6A:16-4.1(c), the following disciplinary action will be taken in the event the student does not follow through on the recommendations of an evaluation for alcohol or other drug abuse and related behaviors:

If the pupil is cooperative and has completed the disciplinary phase, but is unable to furnish a negative drug screen, the Board will provide up to sixty days home instruction until the pupil is enrolled in an approved drug and alcohol rehabilitation program. If the pupil cannot produce a negative drug screen after sixty days of out-patient rehabilitation and home instruction, the pupil must sign up for in-patient drug rehabilitation or be recommended for a Superintendent's hearing that may include expulsion. The Division of Youth and Family Services shall be notified on the possibility of neglect and/or the need for family assistance.

C. Intervention, Referral for Evaluation, and Referral for Treatment Services

1. The provision of intervention, referral for evaluation, and referral for treatment services for students who are affected by alcohol or other drug use.

a. The intervention, referral for evaluation, and referral for treatment

services shall be provided by an individual who holds the educational services certificate with the student assistance coordinator endorsement issued by the New Jersey State Board of Examiners, or by an individual who holds one of the following educational services certificate endorsements: school nurse; school nurse/non-instructional; school psychologist; school counselor; school social worker; or student personnel services and is trained in alcohol and other drug abuse intervention, assessment, referral for evaluation, and referral for treatment skills.

- b. The intervention, referral for evaluation, and referral for treatment services shall include one or more of the following:
 - (1) Provisions for a program of instruction, counseling, and related services provided by the district Board of Education while a student receives medical treatment for a diagnosed alcohol or other drug dependency problem;
 - (2) Referral to a community agency, as defined in N.J.A.C. 6A:16-4.1(b), out-of-State agencies licensed by the appropriate State regulatory agency for alcohol and other drug services, or private practitioners authorized by the appropriate drug and alcohol licensing board;
 - (3) Provisions for support services for students who are in, or returning from, medical treatment for alcohol and other drug dependency; or
 - (4) A special class, course or educational program designed to meet the needs of students with alcohol or other drug use problems.

D. Reporting, Notification, and Examination Procedures

1. Students Suspected of Using Anabolic Steroids – N.J.A.C. 6A:16-4.3(b)

- a. Whenever a teaching staff member, certified or non-certified school

nurse, or other educational personnel has reason to believe that a student has used or may be using anabolic steroids, the person shall report the matter as soon as possible to the Principal or, in the Principal's absence, to a person designated by the Principal and either the certified or non-certified school nurse, the school physician, or the student assistance coordinator.

- b. In response to a report of suspected anabolic steroid use, including instances when a report is made to law enforcement, the Principal or designee shall immediately notify the student's parent and the Superintendent. The Principal or designee shall arrange for an examination of the student by a physician licensed to practice medicine or osteopathy selected by the parent.
 - (1) If the physician chosen by the parent is not available to perform the examination, the examination shall be conducted by the school physician or other physician identified by the Principal.
 - (2) The student shall be examined as soon as possible for the purpose of determining whether the student has been using anabolic steroids.
- c. The Superintendent or designee may disclose to law enforcement authorities the identity of a student suspected to have used or to be using anabolic steroids.
 - (1) The Superintendent or designee shall disclose to law enforcement authorities the identity of a student reasonably believed to be in possession of anabolic steroids or related paraphernalia or a student reasonably believed to be involved or implicated in distribution activities involving anabolic steroids.
- d. The examining physician shall provide to the parent, Principal, and Superintendent a written report of the examination.
- e. If it is determined the student has used anabolic steroids, an

individual who holds the Educational Services Certificate with the student assistance coordinator endorsement issued by the New Jersey State Board of Examiners or an individual who holds one of the following educational services certificate endorsements: school nurse, school nurse/non-instructional, school psychologist, school counselor, school social worker, or student personnel services and is trained to assess alcohol and other drug abuse shall interview the student and others, as necessary, for the purpose of determining the extent of the student's involvement with and use of anabolic steroids and the possible need for referral for treatment.

- (1) To make this determination, the school staff member(s) identified above may conduct a reasonable investigation, which may include interviews with the student's teachers and parents and consultation with experts in student alcohol or other drug abuse.
 - f. If results of a referral for evaluation positively determine the student's involvement with and use of anabolic steroids represents a danger to the student's health and well-being, the school staff member(s) identified in D.1.e. above who is trained to assess alcohol and other drug abuse shall initiate a referral for treatment to appropriate community agencies as defined in N.J.A.C. 6A:16-4.1(b), to out-of-State agencies licensed by the appropriate State regulatory agency for alcohol and other drug services, or to private practitioners certified by the appropriate drug and alcohol licensing board.
2. Students Suspected of Being Under the Influence of Alcohol or Other Drugs Other Than Anabolic Steroids – N.J.A.C. 6A:16-4.3(a)
 - a. Any educational staff member or other professional to whom it appears that a student may be currently under the influence of alcohol or other drugs on school grounds shall report the matter as soon as possible to the Principal or, in his or her absence, to his or her designee and either the certified school nurse, non-certified school nurse, school physician, or student assistance coordinator, pursuant to N.J.S.A. 18A:40A-12.

- (1) In instances where the Principal and either the certified school nurse, non-certified school nurse, school physician or the student assistance coordinator are not in attendance, the staff member responsible for the school function shall be immediately notified.
 - (2) The referring staff member shall file with the Principal a report describing the incident. The form shall include all information necessary for a complete, accurate reporting on the **Student Safety Data System (SSDS)** according to N.J.S.A. 18A:17-46 and N.J.A.C. 6A:16-5.3.
- b. In response to every report by an educational staff member or other professional of suspected student alcohol or other drug use, including instances when a report is made to law enforcement, the Principal or designee shall:
- (1) Immediately notify the student's parent and the Superintendent or designee;
 - (2) Arrange for an immediate medical examination of the student for the purposes of providing appropriate health care and for determining whether the student is under the influence of alcohol or other drugs, other than anabolic steroids; and
 - (3) Any substance screening conducted by the school nurse and/or other staff is not a substitute for the required medical examination required in N.J.S.A. 18A:40A-12.
- c. The Superintendent or designee may disclose to law enforcement authorities the identity of a student suspected to be under the influence of alcohol or other drugs.
- (1) The Superintendent or designee shall disclose to law enforcement authorities the identity of a student reasonably believed to be in possession of a controlled dangerous substance or related paraphernalia or a student reasonably believed to be involved or implicated in distribution activities

regarding controlled dangerous substances.

- d. The medical examination shall be performed by a physician licensed to practice medicine or osteopathy who is selected by the parent.
 - (1) The parent will be provided, in writing, the minimum requirements for the immediate medical examination, which will include, but not be limited to, the substances to be tested by the physician, the cut-off levels of each substance to be tested, the time period the immediate medical examination must be conducted, and any other requirements of the examination.
 - (2) The examination shall be at the expense of the parent and not the district Board of Education.
- e. If the physician chosen by the parent is not immediately available, the medical examination shall be conducted by the school physician.
 - (1) If the school physician is not available, the student shall be accompanied by a member of the school staff designated by the Principal to the emergency room of the nearest hospital for examination.
 - (2) The student's parent, if available, shall also accompany the student.
 - (3) When the medical examination is conducted by the school physician or a physician at the emergency room of the nearest hospital, the examination shall be at the expense of the district Board of Education.
- f. The Board of Education will have a plan in place for the appropriate supervision of the student:
 - (1) While waiting for a parent to take the student to the physician selected by the parent, or while the student is waiting for and receiving the medical examination by the school physician or

the physician in an emergency room; and

- (2) Provisions will be made for the appropriate care of the student while awaiting the results of the medical examination.

g. A written report of the medical examination of the student shall be furnished to the student's parent, the Principal, and the Superintendent of Schools by the examining physician within twenty-four hours of the referral of the student for suspected alcohol or other drug use.

- (1) The school district, in cooperation with the school physician or medical professionals licensed to practice medicine or osteopathy, shall establish minimum requirements for the medical report. The minimum requirements for the examination will be periodically reviewed and updated as needed.

- (2) The report's findings shall verify whether the student's alcohol or other drug use interferes with his or her physical and mental ability to perform in school.

h. When the medical examination is performed by a physician other than the school physician or at the emergency room of the nearest hospital, the school district will require the parent to verify within twenty-four hours of the notification that the student is suspected of alcohol or other drug use that a medical examination was performed in compliance with this Policy.

- (1) The verification shall include, at a minimum, the signature, printed name, address, and phone number of the examining physician, the date and time of the medical examination, and the date by which the report required in this Policy will be provided.
- (2) Refusal or failure by a parent to comply with this requirement shall be treated as a policy violation and handled in accordance with N.J.A.C. 6A:16-4.3(d).

- i. If the written report of the medical examination is not submitted to the parent, Principal, and Superintendent within twenty-four hours of the referral of the student for suspected alcohol or other drug use, the student shall be allowed to return to school until such time as a positive determination of alcohol or other drug use is received from the examining physician, unless the student was also removed for violating the Code of Student Conduct.
- j. If the written report of the medical examination verifies that alcohol or other drugs do not interfere with the student's physical and mental ability to perform in school, the student will be immediately returned to school.
- k. If there is a positive determination from the medical examination, indicating the student's alcohol or other drug use interferes with his or her physical or mental ability to perform in school:
 - (1) The student will be returned as soon as possible to the care of the parent;
 - (2) Attendance at school shall not resume until a written report has been submitted to the parent, the Principal, and Superintendent from a physician licensed to practice medicine or osteopathy who has examined the student to determine whether alcohol or other drug use interferes with his or her physical or mental ability to perform in school.
 - (a) The report shall verify that the student's alcohol or other drug use no longer interferes with the student's physical and mental ability to perform in school.
 - (3) Removal of a student with a disability shall be made in accordance with N.J.A.C. 6A:14.
- l. While the student is home because of the medical examination or after the student returns to school, an individual who holds the Educational Services Certificate with the student assistance

coordinator endorsement issued by the New Jersey State Board of Examiners or an individual who holds one of the following Educational Services Certificate endorsements: school nurse, school nurse/non-instructional, school psychologist, school counselor, school social worker, or student personnel services and is trained to assess alcohol and other drug abuse shall:

- (1) Conduct an alcohol and other drug assessment of the student and a reasonable investigation of the situation, which may include interviews with the student's teachers and parents and consultation with experts in student alcohol or other drug abuse, for the purpose of making a preliminary determination of the student's need for educational programs, supportive services, or treatment that extend beyond the general school program by virtue of the student's use of alcohol or other drugs.
 - (a) The findings of the assessment alone shall not prevent a student from attending school; and
- (2) Cooperate with community agencies as defined in N.J.A.C. 6A:16-4.1(b) and juvenile justice officials in providing evaluation, referral, and continuity of care for alcohol or other drug abuse treatment.

m. While the student is at home because of the medical examination or after his or her return to school, the Principal or Superintendent may recommend or require alcohol and other drug assessment of the student or evaluation by appropriately certified or licensed professionals to make a positive determination of a student's need for programs and services that extend beyond the general school program, as necessary.

- (1) The findings of these additional evaluations alone shall not be used to prevent a student from attending school.

n. If at any time it is determined that the student's use of alcohol or other drugs presents a danger to the student's health and well-being,

an individual who holds the Educational Services Certificate with the student assistance coordinator endorsement issued by the New Jersey State Board of Examiners or an individual who holds one of the following Educational Services Certificate endorsements: school nurse, school nurse/non-instructional, school psychologist, school counselor, school social worker, or student personnel services and is trained in alcohol and other drug abuse treatment referral shall initiate a referral for alcohol or other drug abuse treatment.

E. Handling of Alcohol or Other Drugs

1. A student's person, effects, or school storage places may be searched for substances in accordance with Board Policy and applicable laws regarding searches in schools.
2. A school employee who seizes or discovers a substance, or an item believed to be a substance or drug paraphernalia, shall immediately notify and turn it over to the Principal or designee.
 - a. The Principal or designee shall immediately notify the Superintendent or designee who in turn shall notify the County Prosecutor or other law enforcement official designated by the County Prosecutor to receive such information.
 - b. In accordance with the provisions of N.J.A.C. 6A:16-6.4(a), the school employee, Principal or designee shall safeguard the alcohol, other drug, or paraphernalia against further destruction and shall secure the alcohol, other drug, or paraphernalia until it can be turned over to the County Prosecutor or designee.
 - c. The Principal or designee shall provide to the County Prosecutor or designee all information concerning the manner in which the alcohol, other drug, or paraphernalia was discovered or seized, including:
 - (1) The identity of all persons who had custody of the substance or paraphernalia following its discovery or seizure; and
 - (2) The identity of the student believed to have been in

possession of the substance or paraphernalia.

- d. The Principal or designee shall not disclose the identity of a student who voluntarily and on his or her own initiative turned over the alcohol, other drug, or paraphernalia to a school employee, provided there is reason to believe the student was involved with the alcohol, other drug, or paraphernalia for the purpose of personal use and not distribution activities, and further provided the student agrees to participate in an appropriate treatment or counseling program.
 - (1) For the purposes of N.J.A.C. 6A:16-6.4, an admission by a student in response to questioning initiated by the Principal or teaching staff member, or following the discovery by the Principal or teaching staff member of a controlled dangerous substance, including anabolic steroids, or drug paraphernalia shall not constitute a voluntary, self-initiated request for counseling and treatment.

F. Reporting Students to Law Enforcement Agencies

- 1. Subject to N.J.A.C. 6A:16-6.5, any staff member who, in the course of his or her employment, has reason to believe that a student has unlawfully possessed or in any way been involved in the distribution of a controlled dangerous substance, including anabolic steroids, or drug paraphernalia shall report the matter as soon as possible to the Principal or, in the absence of the Principal, to the staff member responsible at the time of the alleged violation.
- 2. Either the Principal or the responsible staff member shall notify the Superintendent, who in turn shall notify as soon as possible the County Prosecutor or other law enforcement official designated by the County Prosecutor to receive such information.
- 3. The Superintendent or designee shall provide to the County Prosecutor or designee all known information concerning the matter, including the identity of the student involved.
- 4. The Superintendent or designee; however, shall not disclose the identity of a

student who has voluntarily sought and participated in an appropriate treatment or counseling program for an alcohol or other drug abuse problem, provided the student is not reasonably believed to be involved or implicated in drug-distribution activities.

5. For the purpose of N.J.A.C. 6A:16-6.3, an admission by a student in response to questioning initiated by the Principal or teaching staff member, or following the discovery by the Principal or teaching staff member of a controlled dangerous substance, including anabolic steroids, or drug paraphernalia, shall not constitute a voluntary, self-initiated request for counseling and treatment.
6. The Superintendent or designee may disclose to law enforcement authorities the identity of a student suspected to be under the influence of alcohol and/or controlled dangerous substances, pursuant to N.J.A.C. 6A:16-4.3(a), or a student suspected to have used or who may be using anabolic steroids, pursuant to N.J.A.C. 6A:16-4.3(b), and who is referred for a medical examination, pursuant to N.J.A.C. 6A:16-4.3(a) or (b), as appropriate, for the purposes of providing appropriate health care for the student and for determining whether the student is under the influence of alcohol or other drugs or has been using anabolic steroids. The Superintendent or designee shall disclose to law enforcement authorities the identity of a student reasonably believed to be in possession of a controlled dangerous substance or related paraphernalia or a student reasonably believed to be involved or implicated in distribution activities regarding controlled dangerous substances.
7. Law enforcement authorities shall not be notified of the findings if a student's alcohol or other drug tests, pursuant to N.J.A.C. 6A:16-4.3(a)3i and N.J.A.C. 6A:16-4.3(b)3i and N.J.A.C. 6A:16-4.3(a)4, was obtained as a result of the district Board of Education's voluntary random drug testing policy, pursuant to N.J.S.A. 18A:40A-22 et seq. and N.J.A.C. 6A:16-4.4.

G. Parent Training Program/Outreach Programs

1. A substance abuse training program will be offered to the parents of students enrolled in the district. The program will be offered at times and places convenient to parents and on school premises or in other suitable

facilities.

2. The program shall, at a minimum, provide:

- a. A thorough and comprehensive review of the substance abuse instruction curriculum to be taught to the children of the parents during the school year, with recommendations as to the ways in which the parent may enhance, reinforce, and supplement that program;
- b. Information on the pharmacology, physiology, psychosocial, and legal aspects of substance abuse;
- c. Instruction to assist the parent in the identification of the symptoms and behavioral patterns that might indicate a child may be involved in substance abuse;
- d. Information on the State, local, and community organizations which are available for the prevention, early intervention, treatment, and rehabilitation of individuals who show symptoms of substance abuse; and
- e. A review of the Board Policy and Regulation on substance abuse with attention to the role of parents.

3. The Board will establish an outreach program to provide substance abuse education for the parents of students in the district. In establishing the program, the Board shall consult with such local organizations and agencies as are recommended by the Commissioner. The Board shall insure the program is offered at times and places convenient to the parents of the district on school premises, or at other suitable facilities.

- a. In addition to the substance abuse education program required pursuant to N.J.S.A. 18A:40A-17, the Board shall provide assistance to parents who believe that their child may be involved in substance abuse.

H. Records and Confidentiality of Records

1. Notations concerning a student's involvement with substances may be entered on his/her records, subject to N.J.A.C. 6A:32-7.1 et seq. and Policy 8330.
2. Information concerning a student's involvement in a school intervention or treatment program for alcohol or other drug abuse shall be kept strictly confidential according to 42 CFR Part 2, N.J.S.A. 18A:40A-7.1 and 7.2, and N.J.A.C. 6A:16-3.2.
3. If a student involved in a school-based drug and alcohol counseling program provides information during the course of a counseling session which indicates the student's parent or other person residing in the student's household is dependent upon or illegally using substances pursuant to N.J.S.A. 18A:40A-7.1 and 7.2, that information shall be kept confidential and may be disclosed only under the circumstances expressly authorized as follows:
 - a. Subject to the student's written consent, to another person or entity whom the student specifies in writing in the case of a secondary student, or to a member of the student's immediate family or the appropriate school personnel in the case of an elementary student;
 - b. Pursuant to a court order;
 - c. To a person engaged in a bona fide research purpose; except that no names or other information identifying the student or the person with respect to whose substance abuse the information was provided, shall be made available to the researcher; or
 - d. To the Division of Child Protection and Permanency (DCP&P) or to a law enforcement agency, if the information would cause a person to reasonably suspect that the student or another child may be an abused or neglected child in accordance with statute or administrative code.

Any disclosure made pursuant to H.3.a. and b. above shall be limited to that information which is necessary to carry out the purpose of the disclosure,

and the person or entity to whom the information is disclosed shall be prohibited from making any further disclosure of that information without the student's written consent. The disclosure must be accompanied by a written statement from the Superintendent or designee advising the recipient that the information is being disclosed from the records the confidentiality of which is protected by N.J.S.A. 18A:40A-7.1 et seq. and that this law prohibits any further disclosure of this information without the written consent of the person from whom the information originated.

Nothing in this Policy or Regulation prevents the DCP&P or a law enforcement agency from using or disclosing the information in the course of conducting an investigation or prosecution. Nothing in this Policy or Regulation shall be construed as authorizing the violation of any Federal law.

The prohibition on the disclosure of information provided by a student shall apply whether the person to whom the information was provided believes that the person seeking the information already has it, has other means of obtaining it, is a law enforcement or other public official, has obtained a subpoena, or asserts any other justification for the disclosure of this information.

A person who discloses or willfully permits the disclosure of information provided by a student in violation of this Policy is subject to fines in accordance with N.J.S.A. 18A:40A-7.2.

4. Each incident of substance abuse shall be reported to the Commissioner on the **SSDS**.

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5600 Student Discipline/Code Of Conduct (M)

M

The Board of Education adopts this Student Discipline/Code of Conduct Policy to establish standards, policies, and procedures for positive student development and student behavioral expectations on school grounds and, as appropriate, for conduct away from school grounds. Every student enrolled in this district shall observe promulgated rules and regulations and the discipline imposed for infraction of those rules.

The Superintendent of Schools will establish a process for the annual review and update of the district's Student Discipline/Code of Conduct Policy and Regulation that may involve a committee of parents, students, and community members that represent, where possible, the composition of the district's schools and community. The Superintendent will report to the Board the process used for the annual review of this Policy and Regulation and will recommend to the Board updates, if any, to the Student Discipline/Code of Conduct Policy and Regulation.

The Student Discipline/Code of Conduct Policy and Regulation shall be disseminated annually to all school staff, students, and parents. The Board of Education shall provide to all employees annual training on the Student Discipline/Code of Conduct Policy and Regulation, which shall include training on the prevention, intervention, and remediation of student conduct that violates the district's Policy and Regulation. Information on the Student Discipline/Code of Conduct Policy and Regulation shall be incorporated into the orientation for new employees.

The Board provides for the district's Student Discipline/Code of Conduct's equitable application. Student discipline and the Code of Student Conduct will be applied without regard to race; color; religion; ancestry; national origin; nationality; sex; gender; sexual orientation; gender identity or expression; marital, domestic-partnership, or civil union; mental, physical or sensory disability; or by any other distinguishing characteristic, pursuant to N.J.S.A. 10:5.-1 et seq.

For students with disabilities, subject to Individualized Education Programs in accordance with 20 U.S.C. §1400 et seq., the Individuals with Disabilities Education Improvement Act and accommodation plans under 29 U.S.C. §§ 794 and 705(20), the Code of Student Conduct shall be implemented in accordance with the components of the applicable plans.

The Student Discipline/Code of Conduct is established for the purposes outlined in N.J.A.C. 6A:16-7.1(b).

Policy and Regulation 5600 include a description of student responsibilities that include expectations for academic achievement, behavior, and attendance, pursuant to N.J.A.C. 6A:32-8 and 12.1; a description of behaviors that will result in suspension or expulsion, pursuant to N.J.S.A. 18A:37-2; and a description of student rights pursuant to N.J.A.C. 6A:16-7.1(c)3.i through vii.

The Board of Education approves the use of comprehensive behavioral supports that promote positive student development and the students' abilities to fulfill the behavioral expectations established by the Board. These behavioral supports include, but are not limited to, positive reinforcement for good conduct and academic success including the programs that honor and reward student conduct and academic achievement; supportive intervention and referral services including those services outlined in Policy 2417; remediation of problem behaviors that take into account the behavior's nature, the students' developmental ages and the students' histories of problem behaviors and performance; and for students with disabilities, the behavior interventions and supports shall be determined and provided pursuant to N.J.A.C. 6A:14.

Policy and Regulation 5600 include a description of school responses to violations of behavioral expectations established by the Board that, at a minimum, are graded according to the severity of the offenses, and consider the developmental ages of the student offenders and their histories of inappropriate behaviors pursuant to N.J.A.C. 6A:16-7.1(c)5.

Students are required to be in compliance with Policy and Regulation 5200 – Attendance pursuant to N.J.A.C. 6A:16-7.6 and Policy 5512 – Harassment, Intimidation, and Bullying pursuant to N.J.A.C. 6A:16-7.7.

The Building Principal shall maintain a current list of community-based health and social service provider agencies available to support a student and the student's family, as appropriate, and a list of legal resources available to serve the community.

The Building Principal or designee shall have the authority to assign discipline to students. School authorities also have the right to impose a consequence on a student for conduct away from school grounds that is consistent with the district's Code of Student Conduct pursuant to N.J.A.C. 6A:16-7.5. This authority shall be exercised only when it is reasonably necessary for the student's physical or emotional safety, security, and well-being or for

reasons relating to the safety, security, and well-being of other students, staff, or school grounds, pursuant to N.J.S.A. 18A:25-2 and 18A:37-2. This authority shall be exercised only when the conduct that is the subject of the proposed consequence materially and substantially interferes with the requirements of appropriate discipline in the operation of the school. Consequences pursuant to N.J.A.C. 6A:16-7.5 shall be handled in accordance with Policy and Regulation 5600, pursuant to N.J.A.C. 6A:16-7.1, and as appropriate, in accordance with N.J.A.C. 6A:16-7-2, 6A:16-7.3, or 6A:16-7.4. School authorities shall respond to harassment, intimidation, or bullying that occurs off school grounds, pursuant to N.J.S.A. 18A:37-14 and 15.3 and N.J.A.C. 6A:16-1.3, 7.1, and 7.7.

Consequences and appropriate remedial action for a student who commits one or more acts of harassment, intimidation, or bullying may range from positive behavioral interventions up to and including suspension or expulsion. The factors for determining consequences and remedial measures and examples of consequences and remedial measures are listed in Policy 5512 – Harassment, Intimidation, and Bullying. Consequences for a student who commits an act of harassment, intimidation, or bullying shall be varied and graded according to the nature of the behavior, the developmental age of the student and the student's history of problem behaviors and performance, and shall be consistent with this Policy and the school district's Student Discipline/Code of Conduct Policy pursuant to N.J.A.C. 6A:16-7.1. Remedial measures for one or more acts of harassment, intimidation, or bullying shall be designed to correct the problem behavior; prevent another occurrence of the problem; protect and provide support for the victim of the act; and take corrective action for documented systemic problems related to harassment, intimidation, or bullying.

Consequences and remedial measures to address acts or incidents of dating violence at school shall be consistent with the school district's Student Discipline/Code of Conduct Policy. The factors for determining consequences and remedial measures and examples of consequences and remedial measures are included in Policy and Regulation 5519 – Dating Violence at School and shall be used to address the act or incident as well as serve as remediation, intervention, education, and prevention for all individuals involved. The responses shall be tiered with consideration given to the seriousness and the number of previous occurrences of acts or incidents in which both the victim and aggressor have been involved. Consequences for acts or incidents of dating violence at school may range from admonishment to suspension or expulsion. Retaliation towards the victim of any act or incident of dating violence shall be considered when administering consequences to the aggressor based on the severity of the act or incident. Remedial measures/interventions for acts or incidents of dating violence at school may include, but are not limited to: parent conferences, student

counseling (all students involved in the act or incident), peer support groups, corrective instruction or other relevant learning or service experiences, supportive student interventions (Intervention and Referral Services - I&RS), behavioral management plans, and/or alternative placements.

The Board of Education may deny participation in extra-curricular activities, school functions, sports, graduation exercises, or other privileges as disciplinary sanctions when designed to maintain the order and integrity of the school environment, in accordance with N.J.A.C. 6A:16-7.1(d).

Any student to be disciplined shall be provided the due process procedures for students and their families as set forth in Policy and Regulation 5600 and N.J.A.C. 6A:16-7.2 through 7.4.

In accordance with the provisions of N.J.A.C. 6A:16-7.9, when a student transfers to a public school district from another public school district, all information in the student's record related to disciplinary actions taken against the student by the school district and any information the school district has obtained pursuant to N.J.S.A. 2A:4A-60, Disclosure of Juvenile Information, Penalties for Disclosure, shall be provided to the receiving public school district, in accordance with the provisions of N.J.S.A. 18A:36-19(a) and N.J.A.C. 6A:32-7.5.

The Superintendent may be required to submit a report annually to the New Jersey Department of Education on student conduct, including all student suspensions and expulsions, and the implementation of the Student Discipline/Code of Conduct Policy in accordance with the format prescribed by the Commissioner of Education. The Superintendent shall report to the Commissioner of Education each incident of violence, including harassment, intimidation, and bullying, vandalism, and alcohol and other drug offenses, pursuant to N.J.A.C. 6A:16-4.3, in the school district utilizing the **Student Safety Data System (SSDS)**, pursuant to N.J.A.C. 6A:16-5.3.

N.J.S.A. 18A:6-1; 18A:36-25.1; 18A:25-2; 18A:36-19a;
18A:37-1 et seq.; 18A:37-13.1 et seq.
N.J.A.C. 6A:16-7.1 et seq.; 6A:14-1.1 et seq.

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R 5600 STUDENT DISCIPLINE/CODE OF CONDUCT (M)

M

A. Purpose

The Student Code of Conduct and this Regulation are established to achieve the following purposes:

1. Foster the health, safety, social, and emotional well-being of students;
2. Support the establishment and maintenance of civil, safe, secure, supportive, and disciplined school environments conducive to learning;
3. Promote achievement of high academic standards;
4. Prevent the occurrence of problem behaviors;
5. Establish parameters for the intervention and remediation of problem student behaviors at all stages of identification; and
6. Establish parameters for school responses to violations of the code of student conduct that take into account, at a minimum, the severity of the offenses, the developmental ages of student offenders and students' histories of inappropriate behaviors in accordance with N.J.A.C. 6A:16-7.2 through 7.9, as appropriate.

B. Expectations for Academic Achievement, Behavior, and Attendance

All students have a responsibility to comply with State statutes and administrative codes for academic achievement, behavior, and attendance, pursuant to N.J.A.C. 6A:32-8 and 12.1.

C. Behaviors That May Result in Suspension or Expulsion

In accordance with the provisions of N.J.S.A. 18A:37-2, any student who is guilty of continued and willful disobedience, open defiance of the authority of any teacher or

person having authority over the student, the habitual use of profanity or of obscene language, or who shall cut, deface or otherwise injure any school property, shall be liable to punishment and to suspension or expulsion from school. Conduct which shall constitute good cause for suspension or expulsion of a student guilty of such conduct shall include, but not be limited to, any of the following:

1. Continued and willful disobedience;
2. Open defiance of the authority of any teacher or person, having authority over the student;
3. Conduct of such character as to constitute a continuing danger to the physical well-being of other students;
4. Physical assault upon another student;
5. Taking, or attempting to take, personal property or money from another student, or from the student's presence, by means of force or fear;
6. Willfully causing, or attempting to cause, substantial damage to school property;
7. Participation in an unauthorized occupancy by any group of students or others of any part of any school or other building owned by any school district, and failure to leave such school or other facility promptly after having been directed to do so by the Principal or other person then in charge of such building or facility;
8. Incitement which is intended to and does result in unauthorized occupation by any group of students or others of any part of a school or other facility owned by any school district;
9. Incitement which is intended to and does result in truancy by other students;
10. Knowing possession or knowing consumption without legal authority of alcoholic beverages or controlled dangerous substances on school premises, or being under the influence of intoxicating liquor or controlled dangerous

substances while on school premises; and

11. Harassment, intimidation, or bullying.

Students shall also be suspended from school for assault upon a school staff member in accordance with the provisions of N.J.S.A. 18A:37-2.1 and 2.2.

D. Students' Rights

Students subject to the consequences of the Student Discipline/Code of Conduct Policy and Regulation shall be informed of their rights, pursuant to N.J.A.C. 6A:16-7.1(c)3.i. through vii., that include:

1. Advance notice of behaviors that will result in suspensions and expulsions that have been identified under authority of N.J.S.A. 18A:37-2;
2. Education that supports students' development into productive citizens;
3. Attendance in safe and secure school environments;
4. Attendance at school irrespective of students' marriage, pregnancy, or parenthood;
5. Due process and appeal procedures, pursuant to N.J.A.C. 6A:3-1.3 through 1.17, N.J.A.C. 6A:4 and, where applicable, N.J.A.C. 6A:14-2.7 and 2.8, and N.J.A.C. 6A:16-7.2 through 7.5;
6. Parent notification consistent with the policies and procedures established pursuant to N.J.A.C. 6A:16-6.2(b)3 and N.J.A.C. 6A:16-7.1 through 7.9; and
7. Protections pursuant to 20 U.S.C. § 1232g, Family Educational Rights and Privacy Act; 34 CFR Part 99, Family Educational Rights and Privacy; 20 U.S.C. § 1232h, Protection of Pupil Rights; 34 CFR Part 98, Student Rights in Research, Experimental Programs and Testing; P.L. 104-191, Health Insurance Portability and Accountability Act; 45 CFR Part 160, General Administrative Requirements; 20 U.S.C. § 7165, Transfer of school disciplinary records; 42 CFR Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records;

N.J.S.A. 18A:40A-7.1, Confidentiality of certain information provided by students, exceptions; N.J.A.C. 6A:16-3.2, Confidentiality of student alcohol and other drug information; N.J.S.A. 18A:36-19, Pupil records, creation, maintenance and retention, security and access, regulations, nonliability; N.J.S.A. 2A:4A-60, Disclosure of juvenile information, penalties for disclosure; N.J.A.C. 6A:32-7, Student Records; N.J.A.C. 6A:14-2.9, Student records, as well as other existing Federal and State laws and rules pertaining to student protections.

E. Comprehensive Behavioral Supports

Below are behavioral supports that promote positive student development and the students' abilities to fulfill the behavioral expectations established by the Board. These behavioral supports may include, but are not limited to, the following:

1. Positive Reinforcement for Good Conduct and Academic Success

A student will be provided positive reinforcement for good conduct and academic success which may include, but are not limited to:

- a. Race to 20 Program (Incentive to arrive on time to class) Students who have been identified as chronically late, and can arrive on time 20 times in a row to a specific class, qualify for an incentive from the appropriate grade level vice-principal
- b. Behavior- Students who show quality character (caught "doing something good"), are eligible for one of the three incentives offered from the main office.
- c. Ivy League Lunch-Students who attend this in-school tutoring program are eligible to earn tokens. Tokens allow entry to a marking period lunch celebration.
- d. Academics- Honor Roll Breakfast- Students who earn Honor Roll Status may attend this breakfast to celebrate meeting with success.
- e. High Honors: Straight A's- Student may pick one of three offered

Piner Gear Incentives.

- f. Student of the Month: 2 departments per month nominate one male and female in each grade level as their "student of the month", for a total of 8 students per month. Photos are taken and the pictures placed in the student of the month showcase.
- g. Introduced to students with Kick-Off Carnival
 - Respectable, Accountable, Punctual (RAP) tickets given daily to students who demonstrate expected positive behaviors
 - Weekly Raffles held during lunch period
 - RAP tickets redeemable at school store
 - Monthly large group reward:
 - Public library brings in games during lunch
 - Holiday Dance (Halloween, Valentine's Day, End of Year Dance)
 - Outside of school trips for infraction free students (Blue Claws, Camden Aquarium, OCC Theater Performance, Newark Airport)
 - "Dress Down" Day: once a month as fund raiser for PBSIS rewards
 - Popcorn sale during lunch, every other Friday.
- h. Honor Roll Assembly - End of each marking period
- i. Honor Roll Movie/Popcorn - End of each marking period
- j. Pizza Party - Perfect attendance recognition during state testing
- k. Student of the Month Recognition - Student of the Month: Each Classroom teacher and Special teacher selects one or more students that have displayed positive behaviors to be recognized with a certificate, their name on central bulletin board, their name on a small bulletin board by their classroom, a "treat coupon" for a lunch snack from the counselor; when possible, an assembly for all involved students to receive their certificates.

- l. Honor Roll program: Students with all "A" and "A-B" grades receive a marking period certificate issued by each classroom teacher and a treat coupon from the counselor.
- m. Perfect Attendance: Certificates and treat coupons are awarded each marking period.
- n. Character Counts: Each month, one student from each grade, will be recognized for displaying good character traits. These character traits will be based upon the Six Pillars of Character: trustworthiness, respect, responsibility, fairness, caring and citizenship. Once nominations are handed in, we will select a student from each grade to be recognized. These students will be acknowledged during morning announcements. In addition, they will receive a certificate and a prize from the guidance office and have their names posted on a bulletin board.
- o. Wall of Fame: When students are chosen for student of the month their picture will be taken and posted on the Wall of Fame bulletin board.
- p. Breakfast with the Principal: Students who are chosen as students of the month will have breakfast (bagels/donuts) with the Principal.
- q. PTO Family/Activity Nights: Students and their families are invited to the school one a month at night to participate in either crafts, watch movies, etc.
- r. Field Trips: Teachers will fundraise to send their grade level to a field trip at the end of the year, for students who display good behavior.
- s. Classroom Incentives: Classroom teachers have classroom behavior management plans that they utilize to reward good behavior. The behavior plans used by teachers vary. Example : Behavior charts are utilized and students can pick from a prize box for good behavior.
- t. Weekly evaluation of champion principles –reward system: receiving

medallions to represent their champion character development.

- Any class that received three gold medals received an enrichment period the next week.
- At the end of the month any class that had four consecutive weeks of gold in all categories received a pizza party, ice cream party.

u. Champion Mystery Trip

- 8 consecutive weeks of receiving gold medals student is invited to the trip

v. Positive verbal reinforcement: Verbal recognition over loud speaker; also given stars and sticker

w. Movie- with snack and juice

x. Lunch with teacher

y. Prize Box: One week of respect and academic growth students receive special snacks on Fridays. Hi 5 notes to send home for parents (beautiful shape of a hand with positive teacher comments and an eraser for the student)

z. Extra time on lap top –designated games

aa. Literacy Basket: fill with goodies such as books, markers, crayons, puzzles. Raffle off one winner per month.

bb. AB honor roll breakfast with extended invitation to parents

cc. Honor Roll certificates

dd. Super Duper scratch off ticket that reveals a prize (teacher created); prizes range from free ice cream at the cafeteria to a Homework pass to Listening to music while working on your class work.

- ee. Treasure chest for children to pick out a special prize when they meet or exceed their academic or behavioral goals
- ff. Point/Color Behavioral Systems (lead to special privileges' and rewards)-The systems are in place for behavior modification to help to change their overall behavior through reinforcement (positive and negative). One example is students will receive a certain number of stickers dependent on the color and once their chart is filled can receive the special privileges' or reward. A student starts on a neutral color and dependent on certain key good position a student must maintain their behavior in order to remain in their position. The overall affects that they recognize their behavior and also recognize their behavior and curtail it in hopes to remain in their position or higher on the chart.
- gg. Behavioral Calendar or notebook/Awards-The students complete a worksheet to assess how they feel they did each day. The teacher will then write a note to bring home to get signed.
- hh. Access to special activities/classroom visits- On good days can go to gym to help clean up; Special you tube video or bring a board game to kids' choice and be a station in itself. Students will also get special one on one attention for outstanding behavior-trips to office, around the school, playground, play soccer or football or arts and crafts. Usually with counseling groups or students there is a behavioral game accompanying an activity that relates to the individual.
- ii. Public Recognition-school/class-wide: Monster with manners bulletin board for an outstanding monster with manner student from each classroom. Students had their pictures taken to be on the wall of fame in the front of the school to acknowledge their success and announced on the intercom. In the classrooms they have student of the month which acknowledges different areas of positivity (honesty, respect, responsibility, kindness etc.) the students get their picture in front of the classroom, meet a principal at the end of the month for a celebration and usually receive a prize (book, ice cream party etc.).

During writer workshop students who exhibit good behavior are allowed to share a story of their choice or their work.

- jj. Job incentives- Good behavior is rewarded by allowing the student to have priority choice in job selection for the week. Jobs include-scrap monster, line leader, lunchroom helper, snack helper, teacher helper, substitute, and caboose.
- kk. Mystery Rewards and Extended Game Time/Activity choice reinforcers- (books; certificates; choice coloring sheets; pencils, erasers, tattoos, stickers) Students will receive "mystery rewards" variably for demonstration of good behavior, participation, or positive social skills with peers. Students are also able to choose to borrow office toys and manipulatives with award letter home.
- ll. Praise- Verbal and non-verbal throughout the day. Students acknowledged for modeling good behavior in hopes that other students will follow the behavior.

2. Supportive Interventions and Referral Services

A student may be referred to the school's Intervention and Referral Services Team in accordance with the provisions of N.J.A.C. 6A:16-8.1 and 8.2 and Policy and Regulation 2417.

3. Remediation of Problem Behavior

The following actions may be taken to remediate problem behavior. These actions will take into account the behavior's nature, the students' developmental ages, and the students' histories of problem behaviors and performance.

a. Restitution and Restoration

- (1) A student may be required to make restitution for any loss resulting from the student's conduct; or

- (2) A student may be required, at the discretion of the school district and when appropriate, to restore to its former condition any damaged or defaced property resulting from the student's conduct.

b. Counseling

- (1) A student may be required to consult with school guidance counselors or Child Study Team members.
- (2) The counselor will explain why the student's conduct is unacceptable to the school and damaging to the student, what the consequences of continued misconduct are likely to be, and appropriate alternative behaviors.
- (3) The counselor may refer the student, as appropriate, for additional counseling, evaluation, intervention, treatment, or therapy. Referrals may be made to the Child Study Team, the school's Intervention and Referral Services Team, a public or private social agency, a legal agency, or any other referral service that may assist the student.

c. Parent Conferences

- (1) Students may be required to attend a meeting with their parent and appropriate school staff members to discuss the causes of the student's behavior, possible remediation, potential disciplinary measures, and alternative conduct.

d. Alternate Educational Program

- (1) Students may be assigned to an alternate educational program as recommended by the student's guidance counselor, classroom teacher, Child Study Team, and/or other school staff member.

e. Consequences and Remedial Measures for Acts of Harassment, Intimidation, or Bullying

1. Consequences

Consequences for a pupil who commits an act of harassment, intimidation, or bullying shall be varied and graded according to the nature of the behavior, the developmental age of the pupil, and the pupil's history of problem behaviors and performance.

a. The consequences may include, but are not limited to, the examples listed below:

- (1) Admonishment;
- (2) Temporary removal from the classroom;
- (3) Deprivation of privileges;
- (4) Classroom or administrative detention;
- (5) Referral to disciplinarian;
- (6) In-school suspension during the school week or the weekend;
- (7) After-school programs;
- (8) Out-of-school suspension (short-term or long-term);
- (9) Reports to law enforcement or other legal action;
- (10) Expulsion; and
- (11) Participating in school district-sponsored programs.

2. Remedial Measures

Remedial measures shall be designed to correct the problem behavior; prevent another occurrence of the problem; protect and provide support for the victim of the act; and take corrective action for documented systemic problems related to harassment, intimidation, or bullying.

f. Consequences and Remedial Measures for Acts or Incidents of Dating

Violence at School Consequences and remedial measures specific to acts or incidents of dating violence at school shall be used to address the act or incident and to serve as remediation, intervention, education, and prevention for all individuals involved. Responses shall be tiered with consideration given to the seriousness and number of previous occurrences of acts or incidents in which the victim and aggressor have been involved.

1. Consequences

- a. Consequences may include, but are not limited to, the following:

- (1) Admonishment;
- (2) Temporary removal from the classroom;
- (3) Classroom or administrative detention;
- (4) In-school suspension;
- (5) Out-of-school suspension;
- (6) Reports to law enforcement; and/or
- (7) Expulsion.

2. Remedial Measures/Interventions

- a. Remedial measures/interventions may include, but are not limited to, the following:

- (1) Parent conferences;
- (2) Pupil counseling (all pupils involved in the act or incident);
- (3) Peer support group;
- (4) Corrective instruction or other relevant learning or service experiences;
- (5) Supportive pupil intervention (Intervention and Referral Services - I&RS);
- (6) Behavioral management plan; and/or
- (7) Alternative placements.

4. Students with Disabilities

For students with disabilities, the remedial measures and behavioral interventions and supports shall be determined and provided pursuant to N.J.A.C. 6A:14.

F. School Responses to Violations of Behavioral Expectations

1. In accordance with the provisions of N.J.A.C. 6A:16-7.1(c)5, the Student Code of Conduct shall include a description of school responses to violations of behavioral expectations established by the Board of Education that, at a minimum are graded according to the severity of the offenses, and consider the developmental ages of the student offenders and their histories of inappropriate behavior that shall:
 - a. Include a continuum of actions designed to remediate and, where necessary or required by law, to impose sanctions;
 - b. Be consistent with other responses, pursuant to N.J.A.C. 6A:16-5.5;
 - c. Provide for equitable application of the Code of Student Conduct without regard to race; color; religion; ancestry; national origin; nationality; sex; gender; sexual orientation; gender identity or expression; marital, domestic-partnership, or civil union; mental, physical, or sensory disability; or any other distinguishing characteristic, pursuant to N.J.S.A. 10:5-1 et seq. and
 - d. Be consistent with provisions of N.J.S.A. 18A:6-1, Corporal Punishment of Students.

G. Description of School Responses

School responses to violations of behavioral expectations are listed below:

1. Admonishment/Reprimand
 - a. A school staff member in authority may admonish or reprimand a

student's unacceptable conduct and warn the student that additional misconduct may warrant a more severe penalty.

2. Temporary Removal from Classroom

- a. The classroom teacher may direct the student report to the office of the administrator in charge of student discipline.
- b. The teacher will complete a form that indicates the student's name and the conduct that has caused the student's removal from the teacher's room.
- c. The administrator in charge of discipline will interview the student and determine which, if any, additional consequences shall be imposed.

3. Meeting with School Administration and Parent

- a. The student's parent may be required to attend a meeting with the Principal or designee and the student to discuss the student's conduct and to ensure the parent and the student understand school rules and expectations.

4. Deprivation of Privileges

- a. Students may be deprived privileges as disciplinary sanctions when designed to maintain the order and integrity of the school environment. These privileges may include, but are not limited to:
 - (1) Moving freely about the school building;
 - (2) Participation in co-curricular or inter/intrascholastic activities;
 - (3) Attendance at a school-related social or sports activity;
 - (4) Participation in a graduation ceremony;

- (5) Transportation to and from school on a school bus; or
- (6) Any other privilege the Building Principal or designee determines may be appropriate and consistent with Policy and Regulation 5600 and N.J.A.C. 6A:16-7.1 et seq.

5. Detention

- a. A student may be required to report before or after the school day to detention. This detention may be assigned by the teacher or the Principal or designee.
- b. Transportation to detention before school or from detention after school will be the responsibility of the parent.
- c. A student may be excused from detention only for an unavoidable commitment previously made; any such excused detention must be made up on another day.

6. Grade Adjustment

- a. A student who has cheated on a test or assignment, plagiarized material, falsified sources, refused to submit assignments, or otherwise indulged in academic dishonesty or negligence may suffer a reduced grade by virtue of the disqualified work. In no other instance may a student's grade be lowered as a direct penalty for misconduct.

7. In-school Suspension

- a. If the school operates an in-school suspension program, a student may be removed from his/her regular classes and required to report to the in-school suspension program.
- b. In-school suspension will not be imposed without the due process procedures set forth in Policy and Regulation 5610.

8. Suspension from School

- a. A student may be denied the right to attend school for a period of time pursuant to N.J.S.A. 18A:37-2, N.J.A.C. 6A:16-7.2 and 6A:16-7.3, and Policy 5610.
 - b. Suspension from school will not be imposed without the due process procedures set forth in Policy and Regulation 5610.
9. Expulsion
- a. The Board may expel a general education student from school, pursuant to N.J.S.A. 18A:37-2, N.J.A.C. 6A:16-7.4, and Policy 5620.
 - b. Expulsion is an extremely serious disciplinary measure and will not be imposed without the due process set forth in Policy and Regulation 5610 and Policy 5620.

H. Chart of Discipline

Violation	Consequence
Arson	10-day suspension and automatic recommendation to the Board of Education for a Discipline Review Hearing.
Assault	Automatic 4-day suspension
Assault, Battery, Harassment of School Personnel	10-day suspension and automatic recommendation to the Board of Education for a Discipline Review Hearing.
Assault With Weapon	10-day suspension and automatic recommendation to the Board of Education for a Discipline Review Hearing.
Being under the influence of an illegal substance, including alcohol	3-day suspension and removal from all extracurricular activities

Cheating	Automatic failure of the test in question and after school detention
Cutting Class, Leaving Class, or Leaving Assigned Location Without Permission	In School Suspension Out-of- School Suspension Administrative Review by Principal
Cutting Detention	1 Day Suspension
Dating Violence	10-day suspension and automatic recommendation to the Board of Education for a Discipline Review Hearing.
Defiance of Authority/Insubordination	2-day suspension
Destruction of School, Staff or Student Property	3-day suspension and cost of restoring property
Disobedience	2-day suspension
Disruption of school time	2-day suspension
Dress Code Violation	1st Offense – Phone call home, parents/guardian must bring a change of clothes. 2nd Offense – Students in K-8 receive detention/students in grades 9-12 receive in school suspension. Parent/guardian must bring a change of clothes. 3rd Offense – Grades K-8, 1-day suspension/H.S.-1 day of in-school suspension
Electronics	1st offense – Electronics confiscated , student may retrieve at the end of the day, parent/guardian notified 2nd offense – Electronics confiscated, parent/guardian may retrieve from an administrator at the end of the day 3rd offense – Students in K-8 receive detention/students in grades 9-12 receive

	in-school suspension. Electronics confiscated, parent/guardian may retrieve from an administrator at the end of the day
Extortion	4-day suspension
Failure to Wear Seatbelt on School Bus	3-day suspension from bus
Falsifying a Fire or Security Alarm	10-day suspension and automatic recommendation to the Board of Education for a Discipline Review Hearing.
Fighting	Automatic 3-day suspension of ALL parties involved
Food fight/inciting a riot	4-day suspension
Forgery	2-day suspension
Gambling	3-day suspension
Harassment, Intimidation, or Bullying	3-day suspension
Inappropriate Accessories/Dress	1st offense – Accessory will be confiscated , student may retrieve at the end of the day, parent/guardian notified 2nd offense – Accessory will be confiscated, parent/guardian may retrieve from an administrator at the end of the day 3rd offense – Students in K-8 receive detention/students in grades 9-12 receive in-school suspension. Accessory confiscated, parent/guardian may retrieve from an administrator at the end of the day
Inappropriate Language	3-day suspension
Inappropriate Behavior on School Bus	3-day suspension from bus
Leaving campus without permission	2-day suspension
Littering	After school detention and cleanup detail

Lost/Missing Textbooks/Library Books	Responsible for the cost of replacing the book
Misuse of Computer Networks/Computers	3 day suspension
Membership in Secret Society	3-day suspension
Possession or sale of illegal substances, weapons, or explosive devices	10 day suspension and automatic recommendation to the Board of Education for a Discipline Review hearing.
Pulling the Fire Alarm	4-day suspension
Racial/Religious slurs	10-day suspension
Repeated Violation of Dress Code	1-day suspension
Refusal to allow Security and/or Administrator to secure or scan book bags or other such items	1-day suspension
Retaliation/False Allegation for reporting harassment, intimidation or bullying	3-day suspension and an apology
Sexual Harassment/ intimidation	3-day suspension and an apology
Smoking (As Defined by Board Policy) on School Grounds (includes E-Cigarettes)	3-day suspension
Substance Abuse	10-day suspension
Terroristic Threat	10-day suspension and automatic recommendation to the Board of Education for a Discipline Review Hearing.
Theft/Damage	3 days Suspension
Truancy	3 day suspension
Use or Possession of an Exploding Device	10-day suspension and automatic recommendation to the Board of Education for a Discipline Review Hearing.

Vandalism	3 day suspension
Weapon Possession	10-day suspension and automatic recommendation to the Board of Education for a Discipline Review Hearing.
Wrongful Entry	3 day suspension

2. The school responses to violations of behavioral expectations that are subject to student discipline including suspension or expulsion pursuant to N.J.S.A. 18A:37-2 outlined in a Chart of Student Discipline shall be consistent with the Board's policies and regulations/procedures on attendance, pursuant to N.J.A.C. 6A:16-7.6 and harassment, intimidation, and bullying, pursuant to N.J.A.C. 6A:16-7.7.
 3. The Principal or designee will maintain a list of community-based health and social service provider agencies available to support a student and a student's family, as appropriate, and a list of legal resources available to serve the community.
 4. The Board of Education may deny participation in extra-curricular activities, school functions, sports, graduation exercises, or other privileges as disciplinary sanctions when designed to maintain the order and integrity of the school environment.
 5. Nothing in Policy and Regulation 5600 shall prevent the school administration from imposing a consequence for unacceptable student conduct not listed or included in a Chart of Student Discipline.
- I. Student Conduct Away from School Grounds
1. The Building Principal or designee has the right to impose a consequence on a student for conduct away from school grounds that is consistent with the Board's Code of Student Conduct, pursuant to N.J.A.C. 6A:16-7.1.
 - a. This authority shall be exercised only when it is reasonably necessary for the student's physical or emotional safety, security, and well-being or for reasons relating to the safety, security, and well-being of

other students, staff, or school grounds, pursuant to N.J.S.A. 18A:25-2 and 18A:37-2.

- b. This authority shall be exercised only when the conduct that is the subject of the proposed consequence materially and substantially interferes with the requirements of appropriate discipline in the operation of the school.
 - c. Consequences for conduct away from school grounds shall be handled in accordance with the Board approved Code of Student Conduct, pursuant to N.J.A.C. 6A:16-7.1, Policy and Regulation 5600, and as appropriate, in accordance with N.J.A.C. 6A:16-7-2, 7.3, or 7.4.
2. School authorities shall respond to harassment, intimidation, or bullying that occurs off school grounds, pursuant to N.J.S.A. 18A:37-14 and 15.3 and N.J.A.C. 6A:16-1.3, 7.1, and 7.7.

J. School Bus Conduct

Violations of the rules regarding student conduct on school buses will be handled as follows:

1. The bus driver will report unacceptable conduct to the Principal of the school in which the student is enrolled by submission of a completed written report that includes the name of the student, the school, and the student's conduct.
2. The Principal or designee will investigate the matter, which may include meeting with the bus driver, bus aide, other students on the school bus, and the student who was reported by the bus driver.
3. The parent will be notified of the student's reported conduct.
4. The Principal or designee will make a determination if the student violated behavioral expectations and the discipline to be administered in accordance with the Code of Student Conduct.
5. If it is determined the misconduct is severe, the student may be suspended

from the bus pending a conference with the parent.

K. Students with Disabilities

For students with disabilities, subject to Individualized Education Programs in accordance with 20 U.S.C. § 1400 et seq., the Individuals with Disabilities Educational Improvement Act, N.J.A.C. 6A:14, and accommodation plans under 29 U.S.C. §§ 794 and 705(20), student discipline and the Code of Student Conduct shall be implemented in accordance with the components of the applicable plans.

L. Records

1. Instances of student discipline will be recorded in the student's file in strict compliance with N.J.A.C. 6A:32-7.1 et seq. and Policy and Regulation 8330.
2. When a student transfers to a public school district from another public school district, all information in the student's record related to disciplinary actions taken against the student by the school district and any information the school district has obtained pursuant to N.J.S.A. 2A:4A-60, Disclosure of Juvenile Information; Penalties for Disclosure, shall be provided to the receiving public school district, in accordance with the provisions of N.J.S.A. 18A:36-19(a), and N.J.A.C. 6A:32-7.5.
 - a. The record shall be provided within two weeks of the date that the student enrolls in the receiving district.
 - b. Written consent of the parent or adult student shall not be required as a condition of the record transfer; however, written notice of the transfer shall be provided to the parent or the adult student.
3. When a student transfers to a private school, which includes all sectarian or nonsectarian, nonprofit, institutional day, or residential schools that provide education for students placed by their parents and that are controlled by other than public authority, all student disciplinary records with respect to suspensions or expulsions, shall be provided by the public school district of residence to the private school upon written request from the private school, in the same manner the records would be provided to a public school,

pursuant to 20 U.S.C. § 6301, Title IV § 4155 of the Elementary and Secondary Education Act.

4. The Board shall not use a student's past offenses on record to discriminate against the student.
5. All student disciplinary records pursuant to N.J.A.C. 6A:16-7 shall conform with the requirements set forth in N.J.A.C. 6A:16-7.8(d).

M. Annual Review

The Superintendent will designate a school staff member to coordinate an annual review and update of Policy and Regulation 5600. The Superintendent's designee will:

1. Compile an annual summary report of violations of the student behavioral expectations and the associated school responses to the violations in the Student Discipline/Code of Conduct Policy and Regulation.
2. Convene a Student Discipline/Code of Conduct Committee comprised of parents, students, and community members that represent the composition of the district's schools and community to review the annual summary report and to develop recommendations, if any, to improve and update the Student Discipline/Code of Conduct Policy and Regulation.
3. The Superintendent's designee shall submit the Committee's recommendations, if any, to improve or update the Student Discipline/Code of Conduct Policy and Regulation.
4. The Superintendent will review the Committee's report with school administrators and will determine if the Student Discipline/Code of Conduct Policy and Regulation should be updated.
5. The Superintendent will recommend to the Board revisions to the Student Discipline/Code of Conduct Policy, if needed.

N. Policy and Regulation Publication and Distribution

The Student Discipline/Code of Conduct Policy and Regulation 5600, including the Chart of Student Discipline shall be disseminated annually to all school staff, students, and parents. These documents may be disseminated in handbooks, electronically, or in hard copy form. Principals will ensure these documents are made available to all students on or before the first day of each school year and to transferring students on the first day of their enrollment in this district.

Adopted: 13 October 2013

Revised: 13 May 2015

Revised: 25 January 2017

Revised: 30 August 2017

Revised:

7440 School District Security

The Board of Education believes the buildings and facilities of the school district represent a substantial community investment. The Board directs the development and implementation of a plan for school district security to protect the school community's investment in the school buildings and facilities.

The school district security program will include: maintenance of facilities that are secure against unwelcome intrusion; protection against fire hazards and faulty equipment; and compliance with safe practices in the use of electrical, plumbing, heating, and other school building equipment. The Board directs close cooperation of district officials with law enforcement, fire officials, and other emergency agencies.

The Superintendent of Schools shall designate a school administrator **or a school employee with expertise in school safety and security**, as a School Safety Specialist for the district in accordance with the provisions of N.J.S.A. 18A:17-43.3. The School Safety Specialist shall be required to acquire a New Jersey Department of Education School Safety Specialist certification in accordance with the provisions of N.J.S.A. 18A:17-43.2. The School Safety Specialist shall also serve as the school district's liaison with local law enforcement and national, State, and community agencies and organizations in matters of school safety and security.

Access to school buildings and grounds outside the hours school is in session shall be limited to personnel whose employment requires their presence in the facility. An adequate key control system will be established to limit building access to authorized personnel and guard against the potential of intrusion by unauthorized persons who have obtained access improperly.

Building records and funds shall be kept in a safe place and secured as appropriate and necessary.

Protective devices designed to be used as safeguards against illegal entry and vandalism may be installed when appropriate. The Board may approve the employment of school resource officers, school security officers, and/or law enforcement officers in situations in which special risks are involved.

N.J.S.A. 18A:17-43.1; 18A:17-43.2; 18A:17-43.3

Adopted: 17 October 2013

Revised: 28 March 2018

Revised:

R 7440 SCHOOL DISTRICT SECURITY

A. Definitions

"Access" means authorized access to a school building or school grounds through the use of a Board-approved key control system.

"Key control system" means the use of a key, card, code, or any other means to disengage a locking mechanism to provide entry to a school building or school grounds.

"School buildings" and "school grounds" means and includes land, portions of land, structures, buildings, and vehicles, when used for the provision of academic or extracurricular programs sponsored by the **school** district or community provider and structures that support these buildings, such as school **district** wastewater treatment facilities, generating facilities, and other central service facilities including, but not limited to, kitchens and maintenance shops. "School buildings" and "school grounds" also includes athletic stadiums; swimming pools; any associated structures or related equipment tied to such facilities including, but not limited to, grandstands; night field lights; greenhouses; garages; facilities used for non-instructional or non-educational purposes; and any structure, building, or facility used solely for school administration. "School buildings" and "school grounds" also includes other facilities such as playgrounds; and other recreational places owned by local municipalities, private entities, or other individuals during those times when the school district has exclusive use of a portion of such land in accordance with N.J.A.C. 6A:16-1.3 and 6A:26-1.2.

B. Access to School Buildings and School Grounds

1. Access to school buildings and grounds during the school day will be permitted to all students enrolled in the school, all authorized school staff members, and visitors pursuant to Policy and Regulation 9150.
2. Access to school buildings and grounds before and after the school day will be permitted to:
 - a. Members of the Board of Education;
 - b. Administrative and supervisory staff members, teaching staff members, and support staff members assigned to a school building or

grounds in the performance of their duties;

- c. Other school staff members in the performance of their professional responsibilities;
 - d. Students involved in interscholastic athletics, co-curricular or extra-curricular activities, and authorized spectators;
 - e. Members of organizations granted the use of school premises pursuant to Policy and Regulation 7510;
 - f. Police officers, fire fighters, health inspectors, and other agents of Federal, State, and local government in the performance of their official duties;
 - g. Members of the public present to attend a public Board of Education or public school-related function; and
 - h. Others authorized by the Superintendent or designee and/or by Board Policy.
- 3. All visitors to a school building during a school day will be required to register their presence in the school and comply with the provisions of Policy and Regulation 9150. The school's registration and sign-in procedures may include the use of a school visitor management system requiring the visitor to present acceptable identification to access the school building.
 - 4. Signs will be conspicuously posted to inform visitors of the requirement to register their presence into the building.

C. Key Control System for Access to School Buildings and Facilities

- 1. School staff members will be provided access to a school building using the school's key control system as follows:
 - a. Teaching staff members and support staff members will be provided access using the school's key control system to the school building and to other facilities on school grounds to which they require access for the performance of their professional duties.

- (1) The Building Principal will determine the school staff members who shall be provided access to facilities within the school building and on school grounds.
 - (2) The Superintendent or designee will determine the district administrators, supervisors, and other staff members who shall be provided access to facilities within the school building and on school grounds.
2. School staff members provided access to a school building or other facilities on school grounds shall be responsible for ensuring their key control system authorization is not shared with another individual without prior approval of the Principal or designee for school staff members, or the Superintendent or designee for district staff members. Staff members are prohibited from permitting their key control system authorization to be used by another person unless prior approval is obtained from the Principal or designee at the building level and Superintendent or designee at the district level or in the event of an emergency.
3. A staff member's loss of a key, card, or any other device authorizing the staff member access to a school building or a facility on school grounds must be immediately reported to the Principal or Superintendent or designee. The staff member who loses a key, card, or any such access device may be responsible for the replacement cost.

D. Staff Member Responsibilities

1. Staff members should not bring to school valuable personal items that cannot be in the staff member's personal possession at all times. The Board of Education is not responsible for a staff member's personal possession in the event the item is lost, stolen, misplaced, damaged, or destroyed.
2. In the event a staff member observes a student has a valuable item in school, the staff member will report it to the Principal or designee. A valuable item may include, but is not limited to, an unusually large amount of money, expensive jewelry or electronic equipment, or any item that is determined by the Principal or designee to be valuable to a student based on the student's age.

- a. The Principal or designee may contact the student's parent and request the parent come to school to retrieve the valuable item;
 - b. The Principal or designee may secure the valuable item and return it to the student at the end of the school day and inform the student and the parent not to bring the valuable item to school in the future; or
 - c. The Principal or designee will permit the student to maintain the valuable item and inform the student and the parent not to bring the valuable item to school in the future.
 - d. The Board of Education is not responsible for a student's personal possession in the event the item is lost, stolen, misplaced, damaged, or destroyed when in the possession of the student.
 3. Teaching staff members shall close classroom windows and shut and lock classroom doors when leaving at the end of the school day; shut and lock classroom doors during the school day when the room is not going to be in use after their assignment, and report immediately to the Principal or designee any evidence of tampering or theft.
 4. Custodians shall, at the end of the work day, conduct a security check of the building to make certain that all windows are closed and all office, classroom, and building doors are shut and locked, except as such doors may be required to be open for persons with access.
 5. Office personnel shall take all reasonable precautions to ensure the security of all school and district records and documents against unauthorized access, deterioration, and destruction.
- E. School Safety Specialist
1. The Superintendent of Schools shall designate a school administrator **or a school employee with expertise in school safety and security**, as a School Safety Specialist for the district in accordance with the provisions of N.J.S.A. 18A:17-43.3.

2. The School Safety Specialist shall:
 - a. Be responsible for the supervision and oversight for all school safety and security personnel, policies, and procedures in the school district;
 - b. Ensure that these policies and procedures are in compliance with State law and regulations; and
 - c. Provide the necessary training and resources to school district staff in matters relating to school safety and security.
3. The School Safety Specialist shall also serve as the school district's liaison with law enforcement and national, State, and community agencies and organizations in matters of school safety and security.
4. The School Safety Specialist shall be required to acquire a New Jersey Department of Education School Safety Specialist Certification in accordance with the provisions of N.J.S.A. 18A:17-43.2.

F. Summoning Law Enforcement Authorities

1. Law enforcement authorities will be summoned promptly whenever evidence is discovered that indicates: a crime has been committed on school premises or in the course of staff or student transportation to or from school; a break and entry may have occurred on school grounds; a deadly weapon is on school premises; a breach of the peace has occurred on school premises; for any reason required in the Memorandum of Understanding between the Board of Education and Law Enforcement and in accordance with Policy and Regulation 9320; or for any other reason there is concern about the health, safety, and welfare of persons on school grounds or school property.
2. A call to law enforcement agents will be reported to the Superintendent as soon as possible, along with the reason(s) for which the call was made and the outcome of the incident.

Issued: 17 October 2013

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Revised:

Operations
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REPORTING VIOLENCE, VANDALISM, HARASSMENT, INTIMIDATION, BULLYING, ALCOHOL, AND OTHER
DRUG OFFENSES (M)

8461 REPORTING VIOLENCE, VANDALISM, HARASSMENT, INTIMIDATION, BULLYING,
ALCOHOL, AND OTHER DRUG OFFENSES (M)

M

The Board of Education shall observe "School Violence Awareness Week" during the week beginning with the third Monday in October of each year by organizing activities to prevent school violence. Activities shall include, but are not limited to, age-appropriate opportunities for student discussion on conflict resolution, issues of student diversity, and tolerance. The Board shall invite law enforcement personnel to join members of the teaching staff in the discussions and provide programs for school employees that are designed to help them recognize warning signs of school violence and to instruct them on recommended conduct during an incident of school violence. **The Board of Education shall disseminate to students' parents an informational pamphlet prepared by the New Jersey Department of Education (NJDOE) on how a parent can limit a child's exposure to violence on television, cell phones, computers, and other electronic devices, on an annual basis pursuant to N.J.S.A. 18A:40-44.**

In accordance with N.J.A.C. 6A:16-5.3 any school employee who observes or has direct knowledge from a participant or victim of an act of violence; **including harassment, intimidation, and bullying**; or the possession or distribution of alcohol or other drugs on school grounds, and any school employee who reports a student for being under the influence of alcohol or other drugs, according to the requirements of N.J.S.A. 18A:40A-12 and N.J.A.C. 6A:16-4.3, shall file a report describing the incident to the school Principal, in accordance with N.J.S.A. 18A:17-46. The report shall be on a form adopted by the Board to include all of the incident detail and offender and victim information that are reported on the **Student Safety Data System (SSDS)**.

A report alleging an incident of harassment, intimidation, or bullying shall be made in accordance with the provisions of N.J.S.A. 18A:37-13.1 and Policy 5512.

The Building Principal, for each incident of violence; **including harassment, intimidation, and bullying, vandalism, and alcohol and other drug offenses**, shall review the incident report for accuracy; forward a copy of the incident report to the Superintendent; and notify the Superintendent of the action taken regarding the incident. The Board shall not discharge or subject to any manner of discrimination any school employee who files a report pursuant to N.J.A.C. 6A:16-5.3.

REPORTING VIOLENCE, VANDALISM, HARASSMENT, INTIMIDATION, BULLYING, ALCOHOL, AND OTHER
DRUG OFFENSES (M)

The majority representative of the school employees' bargaining units shall have access monthly to the number and disposition of all reported acts of school violence, **including** harassment, intimidation, **and** bullying, **and** vandalism, pursuant to N.J.S.A. 18A:17-46. Personally identifying information may be provided to the majority representative of the school employees' bargaining units only in instances when school administrators have reason to believe that the safety of a school staff member is at risk.

Twice each school year, **once** between September 1 and January 1 and **once** between January 1 and June 30, the Superintendent shall report to the Board **at a public meeting** all acts of violence, **including** harassment, intimidation, **and** bullying, **vandalism**, and ~~of~~ alcohol and other drug **offenses** that occurred during the previous reporting period, **according to** the provisions of N.J.S.A. 18A:17-46 and N.J.A.C. 6A:16-5.3. The report shall include the number of reports of harassment, intimidation, or bullying, the status of all investigations, the nature of the bullying based on one of the protected categories identified in section 2 of P.L.2002, c.83 (C.18A:37-14), the names of the investigators, the type and nature of any discipline imposed on any student engaged in harassment, intimidation, or bullying, and any other measures imposed, training conducted, or programs implemented, to reduce harassment, intimidation, or bullying. The information shall also be reported once during each reporting period to the **NJDOE**. The report must include data broken down by the enumerated categories as listed in section 2 of P.L.2002, c.83 (C.18A:37-14), and data broken down by each school in the district, in addition to district-wide data. It shall be a violation to improperly release any confidential information not authorized by Federal or State law for public release.

The report shall be used to grade each school for the purpose of assessing its effort to implement policies and programs consistent with the provisions of P.L. 2002, c.83 (C.18A:37-13 et seq.). The district shall receive a grade determined by averaging the grades of all the schools in the district. The Commissioner shall promulgate guidelines for a program to grade schools for the purposes of N.J.S.A. 18A:17-46. The grade received by a school and the district shall be posted on the homepage of the school's website. The grade for the district and each school of the district shall be posted on the homepage of the district's website. A link to the report shall be available on the district's website. The information shall be posted on the websites within ten days of the receipt of a grade by the school and district.

Whenever it is alleged a school employee has knowingly falsified **reported information on acts of violence or vandalism, or any incident included in the annual report on violence and vandalism** required under N.J.S.A. 18A:17-46, the Board shall make a determination regarding whether the employee committed the act. The Board shall provide written notice

REPORTING VIOLENCE, VANDALISM, HARASSMENT, INTIMIDATION, BULLYING, ALCOHOL, AND OTHER
DRUG OFFENSES (M)

of the allegations to the employee and the employee shall be entitled to a hearing before the Board in accordance with the provisions of N.J.A.C. 6A:16-5.3(f). Upon a determination by the Board that an employee has knowingly falsified reported **information**, the Board may take appropriate action.

The Board of Education shall submit and implement corrective action plans for high incidences of violence, vandalism, or alcohol or other drug abuse upon notification by the Commissioner of Education.

The Board shall provide ongoing staff training, in cooperation with the **NJDOE**, in fulfilling the reporting requirements of N.J.S.A. 18A:17-46.

N.J.S.A. 18A:17-46; 18A:36-5.1; **18A:40-44**

N.J.A.C. 6A:16-5.2; 6A:16-5.3

Adopted: 17 October 2013

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REPORTING VIOLENCE, VANDALISM, HARASSMENT, INTIMIDATION, BULLYING,
ALCOHOL, AND OTHER DRUG **OFFENSES (M)**R 8461 REPORTING VIOLENCE, VANDALISM, HARASSMENT, INTIMIDATION, BULLYING,
ALCOHOL, AND OTHER DRUG **OFFENSES (M)****M**

Any school employee who observes or has direct knowledge from a participant or victim of an act of violence; **including harassment, intimidation, and bullying**; vandalism; or the possession or distribution of alcohol or other drugs on school grounds, and any school employee who reports a student for being under the influence of alcohol or other drugs, according to the requirements of N.J.S.A. 18A:40A-12 and N.J.A.C. 6A:16-4.3, shall file a report describing the incident to the school Principal, in accordance with N.J.S.A. 18A:17-46. The report shall be on a form to include all of the incident detail and offender and victim information that are reported on the **Student Safety Data System (SSDS)**. A report alleging an incident of harassment, intimidation, or bullying shall be made in accordance with the provisions of N.J.S.A. 18A:37-13.1 and Policy 5512.

- A. **Reporting Violence; Including Harassment, Intimidation, and Bullying; Vandalism; and Alcohol and Other Drug Offenses.**
1. For each incident report of violence; **including harassment, intimidation, and bullying**; vandalism; and alcohol and other drug **offenses**, the Principal shall:
 - a. Review the incident report for accuracy in indicating the incident type, offender information, victim information, student demographics, and incident location;
 - b. Forward a copy of the incident report to the Superintendent; and
 - c. Notify the Superintendent of the action taken regarding the incident.
 2. The Board shall not discharge or subject to any manner of discrimination any school employee who files a report pursuant to N.J.A.C. 6A:16-5.3.
 3. The majority representative of the school employees' bargaining units shall have access monthly to the number and disposition of all reported acts of

REPORTING VIOLENCE, VANDALISM, HARASSMENT, INTIMIDATION, BULLYING,
ALCOHOL, AND OTHER DRUG **OFFENSES** (M)

school violence, vandalism, harassment, intimidation, or bullying pursuant to N.J.S.A. 18A:17-46.

- a. Personally identifying information may be provided to the majority representative of the school employees' bargaining units only in instances when school administrators have reason to believe that the safety of a school staff member is at risk.

B. Reporting Requirements

1. The Superintendent shall:

- a. Submit a report to the **New Jersey** Department of Education in accordance with the provisions of N.J.S.A. 18A:17-46 of each incident of violence, **including harassment, intimidation, and bullying**, vandalism and alcohol and other drug **offenses** in the school district utilizing the **SSDS**;
 - (1) **The reports shall be submitted twice each school year, once for all incidents occurring between September 1 and January 1 and once for all incidents occurring between January 1 and June 30, and shall include, at a minimum, all information pursuant to N.J.S.A. 18A:17-46;**
 - (21) Prior to submission, the Superintendent shall **verify the accuracy of the reported information;**
 - (3) **The grade regarding the harassment, intimidation, and bullying efforts of each school and each school district shall be posted on the homepage of the school district's website, in accordance with the guidelines promulgated by the Commissioner of Education pursuant to N.J.S.A. 18A:17-46.**
- b. Provide for annual training of staff to prepare them to fulfill the reporting requirements set forth in N.J.A.C. 6A:16-5.3.

C. Hearing Requirements

REPORTING VIOLENCE, VANDALISM, HARASSMENT, INTIMIDATION, BULLYING,
ALCOHOL, AND OTHER DRUG **OFFENSES** (M)

The Superintendent shall report to the Board all acts of violence, **including** harassment, intimidation, **and** bullying, **vandalism**, and alcohol and other drug **offenses** that occurred during the previous reporting period, in accordance with the provisions of N.J.S.A. 18A:17-46.

- D. Knowingly Falsifying the Annual **Report on** Violence and Vandalism Required Under N.J.S.A. 18A:17-46
1. Whenever it is alleged a school employee has knowingly falsified reported **information on acts of violence or vandalism, or any incident included in the annual report on violence and vandalism**, the Board shall make a determination regarding whether the employee committed the act.
 2. Any employee alleged to have knowingly falsified reported **information** shall be notified in writing of such allegation and shall be entitled to a hearing before the Board.
 3. Upon a determination by the Board that an employee has knowingly falsified reported **information, the Board** shall take **appropriate disciplinary action**.

The Board of Education shall submit and implement corrective action plans for high incidences of violence, vandalism, or alcohol or other drug abuse upon notification by the Commissioner of Education.

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Revised:

PROCUREMENT PROCEDURES FOR SCHOOL NUTRITION PROGRAMS

8561 PROCUREMENT PROCEDURES FOR SCHOOL NUTRITION PROGRAMS

M

The Board of Education adopts this Policy to identify their procurement plan for the United States Department of Agriculture's (USDA) School Nutrition Programs. School Nutrition Programs include, but are not limited to: the National School Lunch Program (NSLP); School Breakfast Program (SBP); Afterschool Snack Program (ASP); Special Milk Program (SMP); Fresh Fruit and Vegetable Program (FFVP); Seamless Summer Option (SSO) of the NSLP; Summer Food Service Program (SFSP); the At-Risk Afterschool Meals component of the Child and Adult Care Food Program (CACFP); and the Schools/Child Nutrition USDA Foods Program.

The Board of Education is ultimately responsible for ensuring all procurement procedures for any purchases by the Board of Education and/or a food service management company (FSMC) comply with all Federal regulations, including but not limited to: 7 CFR Parts 210, 220, 225, 226, 245, 250; 2 CFR 200; State procurement statutes and administrative codes and regulations; local Board of Education procurement policies; and any other applicable State and local laws.

The procurement procedures contained in this Policy will be implemented beginning immediately, until amended. All procurements must maximize full and open competition. Source documentation will be maintained by the School Business Administrator/Board Secretary or designee and will be available to determine open competition, the reasonableness, the allowability, and the allocation of costs.

The Board of Education intentionally seeks to prohibit conflicts of interest in all procurement of goods and services.

A. General Procurement

The procurement procedures will maximize full and open competition, transparency in transactions, comparability, and documentation of all procurement activities. The school district's plan for procuring items for use in the School Nutrition Programs is as follows:

1. The School Business Administrator/Board Secretary will ensure all purchases

PROCUREMENT PROCEDURES FOR SCHOOL NUTRITION PROGRAMS

will be in accordance with the Federal Funds Procurement Method Selection Chart – State Agency Form #358 - Appendix. Formal procurement procedures will be used as required by 2 CFR 200.318 **through** .326 and any State and local procurement code and regulations. Informal procurement procedures (small purchase) will be required for purchases under the most restrictive small purchase threshold.

2. The following procedures will be used for all purchases:

Product/ Services	Estimated Dollar Amount	Procurement Method	Evaluation	Contract Award Type	Contract Duration/ Frequency
Various equipment or services	Below \$3,500	Informal	Sound Business Practice	Purchase Order	1 year
Various Equipment or services	\$3,501 up to \$40,000	Quotation up to \$40,000	Price and other factors	Purchase Order	1 year
FSMC/ Equipment	\$40,000 or more	IFB or RFP	Lowest bidder or Price and other factors if RFP	Sealed Bid	Not to exceed 5 years

Micro-Purchases (2 CFR 200.67):

Non-Public Schools Only - Purchases of supplies or services, within the micro-purchase threshold (the aggregate amount does not exceed **the Federal micro-purchase threshold as set by 48 CFR 2.101**) will be awarded without soliciting competitive price quotations if the price is reasonable. Purchases will be distributed equitably among qualified suppliers with reasonable prices. Records will be kept for micro-purchases.

3. Formal bid procedures will be applied on the basis of: centralized system; individual school; multi-school system; and/or State contract.
4. Because of the potential for purchasing more than ~~the~~ public or non-public

PROCUREMENT PROCEDURES FOR SCHOOL NUTRITION PROGRAMS

informal/small purchase threshold amount, or the Board approved threshold if less, it will be the responsibility of the School Business Administrator/Board Secretary to document the amounts to be purchased so the correct method of procurement will be followed.

B. Formal Procurement

When a formal procurement method is required, the following competitive sealed bid or an Invitation for Bid (IFB) or competitive proposal in the form of a Request for Proposal (RFP) procedures will apply:

1. An announcement of an IFB or a RFP will be placed in the Board designated official newspaper to publicize the intent of the Board of Education to purchase needed items. The advertisement for bids/proposals or legal notice will be published in the official newspaper for at least one day in accordance with the provisions of N.J.S.A. 18A:18A-21.
2. An advertisement in the official newspaper for at least one day is required for all purchases over the school district's small purchase threshold as outlined in Appendix – Federal Funds Procurement Method Section Chart. The advertisement will contain the following:
 - a. A general description of items to be purchased;
 - b. The deadline for submission of questions and the date written responses will be provided, including addenda to bid specifications, terms, and conditions as needed;
 - c. The date of the pre-bid meeting, if provided, and if attendance is a requirement for bid award;
 - d. The deadline for submission of sealed bids or proposals; and
 - e. The address of the location where complete specifications and bid forms may be obtained.
3. In an IFB or RFP, each vendor will be given an opportunity to bid on the same specifications.

PROCUREMENT PROCEDURES FOR SCHOOL NUTRITION PROGRAMS

4. The developer of written specifications or descriptions for procurements will be prohibited from submitting bids or proposals for such products or services.
5. The IFB or RFP will clearly define the purchase conditions. The following list includes requirements, not exclusive, to be addressed in the procurement document:
 - a. Contract period;
 - b. The Board of Education is responsible for all contracts awarded (statement);
 - c. Date, time, and location of IFB/RFP opening;
 - d. How the vendor is to be informed of bid acceptance or rejection;
 - e. Delivery schedule;
 - f. Requirements (terms and conditions) the bidder must fulfill in order for bid to be evaluated;
 - g. Benefits to which the Board of Education will be entitled if the contractor cannot or will not perform as required;
 - h. Statement assuring positive efforts will be made to involve minority and small business;
 - i. Statement regarding the return of purchase incentives, discounts, rebates, and credits to the Board of Education's nonprofit school food service account;
 - j. Contract provisions as required in Appendix II to 2 CFR 200;
 - k. Contract provisions as required in 7 CFR 210.21(f) for all cost reimbursable contracts;
 - l. Contract provisions as required in 7 CFR 210.16(a)(1-10) and 7 CFR 250.53 for food service management company contracts;

PROCUREMENT PROCEDURES FOR SCHOOL NUTRITION PROGRAMS

- m. Procuring instrument to be used are purchase orders from firm fixed prices after formal bidding;
- n. Price adjustment clause for renewal of multi-year contracts as defined in N.J.S.A. 18A:18A-42. The "index rate" means the annual percentage increase rounded to the nearest half percent in the implicit price deflator for State and local government purchases of goods and services computed and published quarterly by the U.S. Department of Commerce, Bureau of Economic Analysis;
- o. Method of evaluation and type of contract to be awarded (solicitations using an IFB are awarded to the lowest responsive and responsible bidder; solicitations using a RFP are awarded to the most advantageous bidder/offeror with price as the primary factor among factors considered);
- p. Method of award announcement and effective date (if intent to award is required by State or local procurement requirements);
- q. Specific bid protest procedures including contact information of person and address and the date by which a written protest must be received;
- r. Provision requiring access by duly authorized representatives of the Board of Education, New Jersey Department of Agriculture (NJDA), United States Department of Agriculture (USDA), or Comptroller General to any books, documents, papers, and records of the contractor which are directly pertinent to all negotiated contracts;
- s. Method of shipment or delivery upon contract award;
- t. Provision requiring contractor to maintain all required records for three years after final payment and all other pending matters (audits) are closed for all negotiated contracts;
- u. Description of process for enabling vendors to receive or pick up orders upon contract award;

PROCUREMENT PROCEDURES FOR SCHOOL NUTRITION PROGRAMS

- v. Provision requiring the contractor to recognize mandatory standards/policies related to energy efficiency contained in the Energy Policy and Conservation Act (PL 94-163);
 - w. Signed statement of non-collusion;
 - x. Signed Debarment/Suspension Certificate, clause in the contract or a copy of search results from the System for Award Management (SAM);
 - y. Provision requiring "Buy American" as outlined in 7 CFR Part 210.21(d) and USDA Guidance Memo SP 38-2017; and
 - z. Specifications and estimated quantities of products and services prepared by the school district and provided to potential contractors desiring to submit bids/proposals for the products or services requested.
6. If any potential vendor is in doubt as to the true meaning of specifications or purchase conditions, interpretation will be provided in writing to all potential bidders by the School Business Administrator/Board Secretary or designee and will specify the deadline for all questions.
- a. The School Business Administrator/Board Secretary will be responsible for securing all bids or proposals.
 - b. The School Business Administrator/Board Secretary will be responsible to ensure all Board of Education procurements are conducted in compliance with applicable Federal, State, and local procurement regulations.
 - c. The following criteria will be used in awarding contracts as a result of bids/proposals. Price must be the highest weighted criteria. Examples of other possible criteria include quality, service, delivery, and availability.
7. In awarding a RFP, a set of award criteria in the form of a weighted evaluation sheet will be provided to each bidder in the initial bid document materials. Price alone is not the sole basis for award, but remains the

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primary consideration among all factors when awarding a contract. Following evaluation and negotiations, a firm fixed price or cost reimbursable contract is awarded.

- a. The contracts will be awarded to the responsible bidder/proposer whose bid or proposal is responsive to the invitation and is most advantageous to the Board of Education, price as the primary, and other factors considered. Any and all bids or proposals may be rejected in accordance with the law.
- b. The School Business Administrator/Board Secretary or designee is required to sign on the bid tabulation of competitive sealed bids or the evaluation criterion score sheet of competitive proposals signifying a review and approval of the selections.
- c. The School Business Administrator/Board Secretary shall review the procurement system to ensure compliance with applicable laws.
- d. The School Business Administrator/Board Secretary or designee will be responsible for documentation that the actual product specified was received.
- e. Any time an accepted item is not available, the School Business Administrator/Board Secretary will select the acceptable alternate. The contractor must inform the School Business Administrator/Board Secretary within one workday if a product is not available. In the event a nondomestic agricultural product is to be provided to the Board of Education, the contractor must obtain, in advance, written approval for the product. The School Business Administrator/Board Secretary must comply with the Buy American Provision.
- f. Full documentation regarding the reason an accepted item was unavailable, and the procedure used in determining acceptable alternates, will be available for audit and review. The person responsible for this documentation is the School Business Administrator/Board Secretary.
- g. The School Business Administrator/Board Secretary is responsible for maintaining all procurement documentation.

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C. Small Purchase Procedures

If the amount of purchases for items is less than the school district's small purchase threshold as outlined in the Federal Funds Procurement Method Selection Chart – See Appendix, the following small purchase procedures including quotes will be used. Quotes from a minimum number of three qualified sources will be required.

1. Written specifications will be prepared and provided to all vendors.
2. Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications. A minimum of three vendors shall be contacted.
3. The School Business Administrator/Board Secretary or designee will be responsible for contacting potential vendors when price quotes are needed.
4. The price quotes will receive appropriate confidentiality before award.
5. Quotes/Bids will be awarded by the School Business Administrator/Board Secretary. Quotes/Bids will be awarded on the following criteria. Quote/Bid price must be the highest weighted criteria. Examples of other possible criteria include quality, service, delivery, and availability.
6. The School Business Administrator/Board Secretary will be responsible for documentation of records to show selection of vendor, reasons for selection, names of all vendors contacted, price quotes from each vendor, and written specifications.
7. The School Business Administrator/Board Secretary or designee will be responsible for documentation that the actual product specified is received.
8. Any time an accepted item is not available, the School Business Administrator/Board Secretary will select the acceptable alternate. Full documentation will be made available as to the selection of the acceptable item.
9. The School Business Administrator/Board Secretary or designee is required to sign all quote tabulations, signifying a review and approval of the

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selections.

D. Noncompetitive Proposal Procedures

If items are available only from a single source when the award of a contract is not feasible under small purchase, sealed bid or competitive negotiation, noncompetitive proposal procedures will be used:

1. Written specifications will be prepared and provided to the vendor.
2. The School Business Administrator/Board Secretary will be responsible for the documentation of records to fully explain the decision to use the noncompetitive proposal. The records will be available for audit and review.
3. The School Business Administrator/Board Secretary or designee will be responsible for documentation that the actual product or service specified was received.
4. The School Business Administrator/Board Secretary will be responsible for reviewing the procedures to be certain all requirements for using single source or noncompetitive proposals are met.
5. **Non-Public Schools Only** - The noncompetitive micro-purchase method shall be used for one-time purchases of a new food item if the amount is less than the **Federal micro-purchase threshold (2 CFR 200.67)** to determine food acceptance by students and provide samples for testing purposes. A record of noncompetitive negotiation purchase shall be maintained by the School Business Administrator/Board Secretary or designee. At a minimum, the record of noncompetitive purchases shall include: item name; dollar amount; vendor; and reason for noncompetitive procurement.
6. A member or representative of the Board of Education will approve, in advance, all procurements that result from noncompetitive negotiations.

E. Miscellaneous Provisions

1. New product evaluation procedures will include a review of product labels and ingredients; an evaluation of the nutritional value; taste tests and surveys; and any other evaluations to ensure the new product would

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enhance the program.

2. The Board of Education agrees the reviewing official of each transaction will be the School Business Administrator/Board Secretary.
3. Payment will be made to the vendor when the contract has been met and verified and has met the Board of Education's procedures for payment. (If prompt payment is made, discounts, etc., are accepted.)
4. Specifications will be updated as needed.
5. If the product is not as specified, the following procedure, including, but not limited to, will take place: remove product from service; contact vendor for approved alternate product; or remove product from bid.

F. Emergency Purchases

1. If it is necessary to make a one-time emergency procurement to continue service or obtain goods, and the public exigency or emergency will not permit a delay resulting from a competitive solicitation, the purchase must be authorized using a purchase order signed by the School Business Administrator/Board Secretary. The emergency procedures to be followed for such purchases shall be those procedures used by the school district for other emergency purchases consistent with N.J.S.A. 18A:18A-7. All emergency procurements shall be approved by the School Business Administrator/Board Secretary. At a minimum, the following emergency procurement procedures shall be documented to include, but not be limited to: item name; dollar amount; vendor; and reason for emergency.

G. Purchasing Goods and Services – Cooperative Agreements, Agents, and Third-Party Services (Piggybacking)

1. When participating in intergovernmental and inter-agency agreements the Board of Education will ensure that competitive procurements are conducted in accordance with 2 CFR Part 200.318 **through** .326 and applicable program regulations and guidance.
2. When utilizing the services of a co-op, agent, or third party the Board of Education will ensure that the following conditions have been met:

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- a. All procurements were subject to full and open competition and were made in accordance with Federal/State/local procurement requirements;
- b. The existing contract allows for the inclusion of additional Board of Educations that were not contemplated in the original procurement to purchase the same supplies/equipment through the original award;
- c. The specifications in the existing contract meets their needs and that the items being ordered are in the contract;
- d. The awarded contract requires all the Federally required certifications; e.g. Buy American, debarment, restrictions on lobbying, etc.;
- e. The agency will confirm the addition of their purchasing power (goods or services) to the procurement in scope or services does not create a material change, resulting in the needs to re-bid the contract;
- f. Administrative costs (fees) for participating in the agreement are adequately defined, necessary and reasonable, and the method of allocating the cost to the participating agencies must be specified;
- g. The Buy American provisions are included in the procurement of food and agricultural products; and
- h. The agreement includes the basis for and method of allocating each discount, rebate, or credit and how they will be returned to each participating agency when utilizing a cost-reimbursable contract.

H. Records Retention

1. The Board of Education shall agree to retain all books, records, and other documents relative to the award of the contract for three years after final payment. If there are audit findings that have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit. Specifically, the Board of

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Education shall maintain, at a minimum, the following documents:

- a. Written rationale for the method of procurement;
- b. A copy of the original solicitation;
- c. The selection of contract type;
- d. The bidding and negotiation history and working papers;
- e. The basis for contractor selection;
- f. Approval from the State agency to support a lack of competition when competitive bids or offers are not obtained;
- g. The basis for award cost or price;
- h. The terms and conditions of the contract;
- i. Any changes to the contract and negotiation history;
- j. Billing and payment records;
- k. A history of any contractor claims;
- l. A history of any contractor breaches; and
- m. Any other documents as required by N.J.S.A. 18A:18A – Public School Contracts Law.

I. Code of Conduct for Procurement

1. All procurements must ensure there is open and free competition and adhere to the most restrictive Federal, State, and local requirements. The Board of Education seeks to conduct all procurement procedures in compliance with stated regulations and to prohibit conflicts of interest and actions of employees engaged in the selection, award, and administration of contracts. All procurements will be in accordance with this Policy and all applicable provisions of N.J.S.A. 18A:18A – Public School Contracts Law.

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2. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal, State, or local award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent; any member of his or her immediate family, his or her partner; or an organization which employs or is about to employ any of the parties indicated herein has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
 3. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.
 4. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. Based on the severity of the infraction, the penalties could include a written reprimand to their personnel file, a suspension with or without pay, or termination.
 5. All questions and concerns regarding procurement solicitations, contract evaluations, and contract award, shall be directed to the School Business Administrator/Board Secretary.
- J. Food Service Management Company (FSMC)
1. In the operation of the school district's food service program, the school district shall ensure that a FSMC complies with the requirements of the Program Agreement, the school district's Free and Reduced School Lunch Policy Statement, all applicable USDA program policies and regulations, and applicable State and local laws. In order to operate an a la carte food service program, the FSMC shall agree to offer free, reduced price, and full price reimbursable meals to all eligible children.
 2. The school district shall monitor the FSMC billing invoices to ensure compliance with Federal and State procurement regulations.

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3. In accordance with N.J.S.A. 18A:18A-5a.(22), RFPs are required in all solicitations for a FSMC.

N.J.S.A. 18A:18A – Public School Contracts Law
New Jersey Department of Agriculture
“Procurement Procedures for School Food
Authorities” Model Policy – September 2018

APPENDIX

FEDERAL FUNDS PROCUREMENT METHOD SELECTION CHART		
THERE ARE TWO (2) PROCUREMENT METHODS, FORMAL AND INFORMAL. THE METHOD THE SCHOOL FOOD AUTHORITIES (SFA) NEEDS TO USE DEPENDS ON TWO (2) FACTORS, THE AMOUNT OF THE CONTRACT AND WHETHER THE SFA IS A PUBLIC/CHARTER OR NON-PUBLIC SCHOOL.		
NEW JERSEY PUBLIC/CHARTER SCHOOLS PURCHASING THRESHOLDS		
AMOUNT	ACTIVITY	PROCUREMENT METHOD
INFORMAL PROCUREMENT		
Below \$4,350 without QPA	N.J.S.A 18A:18A-3	Sound Business Practice *
Below \$6,000 with QPA	APPLIES TO PURCHASES BELOW THE QUOTATION THRESHOLDS	
SMALL PURCHASE QUOTATION PROCEDURES		
\$4,351 OR \$6,001 up to \$29,000 or \$40,000	N.J.S.A. 18A:18A-37 ANY PURCHASE EXCEEDING QUOTATION THRESHOLDS REQUIRES A QUOTE UP TO THE APPLICABLE N.J.S.A. BID THRESHOLDS OF \$29,000 (without a QPA*) OR \$40,000 (with a QPA*)	Quotation using SFA Internal Procurement Procedures
NOTE: ANNUAL AGGREGATE AMOUNTS		
FORMAL PROCUREMENT		

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\$29,000 or \$40,000 and above	N.J.S.A. 18A:18A-37 Bid Threshold without a QPA* - \$29,000 Bid Threshold with a QPA* - \$40,000	Bid - Invitation for Bid (IFB) OR Request for Proposal (RFP)
* QUALIFIED PURCHASING AGENT		
NEW JERSEY NON-PUBLIC SCHOOL PURCHASING THRESHOLDS		
AMOUNT	ACTIVITY	PROCUREMENT METHOD
INFORMAL PROCUREMENT		
Below \$10,000 *	Micro - purchases 2 CFR 200.320(a) Single Transaction aggregate cost less than \$10,000	Sound Business Practice *
* Or LESS than \$10,000 if local SFA Procurement Policies are more restrictive		
\$10,001 - \$249,999	Small purchase procedures 2 CFR 200.320(b)	Quotation using SFA Internal Procurement Procedures
FORMAL PROCUREMENT		
\$250,000 and above	As per Federal requirements in 2 CFR Parts 200.317 - 200.326	Bid - Invitation for Bid (IFB) OR Request for Proposal (RFP)

Note: The Federal Funds Procurement Method Selection Chart is subject to change in accordance with the schedule set forth in N.J.S.A. 18A:18A-3 "Public School Contracts Law". A "Qualified Purchasing Agent" must be qualified in accordance with N.J.S.A. 40A:11-9. In order to track updates to this Chart, the source document can be located on the New Jersey Department of Agriculture's website under "Forms and Publications" it is titled, "State Agency Form #358."

Adopted: 18 July 2018
Revised: 14 November 2018
Revised:

8860 MEMORIALS

The Board of Education recognizes that each officer and employee is important to the school district **and** the community at large. The loss of any officer or employee of this Board by death is a loss that the Board and the **school** district **will** share with the community **and memorialize in an appropriate manner.**

The Superintendent shall recommend to the Board and the Board may approve appropriate recognition measures when the deceased Board officer or employee has especially distinguished his/her service to this school district.

The Superintendent may, in his/her discretion, grant an employee of the school district a brief absence without loss of pay or personal leave for the purpose of attending the funeral of his/her direct supervisor or subordinate provided that no disruption in the educational program will be caused by any such absence.

Adopted: 17 October 2013

Revised: