



## **LIVINGSTON BOARD OF EDUCATION VOTING MEETING AGENDA**

Monday, May 24, 2021

Executive Session - Virtual Meeting via Zoom - 6:45 p.m.

Public Session - Virtual Meeting Via Zoom and Facebook Live – 7:00 p.m.

*This is a public meeting of the Board of Education. The Livingston Board of Education will be video recording and posting its open public meetings on the district website. The Board reserves the right to edit the videotape prior to posting to protect the privacy of students and staff.*

*The Board's Bylaw #0168 allows videotaping and livestreaming of public meetings with prior approval from the Board Secretary. Any member of the public may record the proceedings of a public meeting of the Board in a manner that does not interrupt the proceedings, inhibit the conduct of the meeting, distract Board members or other observers present at the meeting, or violate the privacy of students and staff. The Board will permit the use of tape recorder(s), video camera(s) or live streaming only when notice of such intended use has been given to the Board Secretary five days in advance of the meeting. Any camera(s) must be operated in an inconspicuous location in the meeting room. The Board reserves the right to request a copy of the tape. The presiding officer shall determine when any recording device interferes with the conduct of a Board meeting and may order that an interfering device be removed.*

***While the Board of Education discourages the videotaping/livestreaming of students without written parental consent, public meetings are not subject to the same restrictions as other school events. Please be aware that you and your children may be videotaped or livestreamed as a result of your participation at this meeting.***

*In accordance with Policy #9131, the Livingston Board of Education members, district administration, and staff will treat students, parents/guardians and other members of the public with respect and expect the same consideration in return. The district is committed to maintaining orderly educational and administrative processes in keeping schools and administrative offices free from disruptions and preventing unauthorized persons from entering school/district grounds*

### **I. OPEN SESSION**

#### **A. Call to Order – Ms. Samantha Messer, President**

#### **B. Reading of Meeting Notice**

Adequate notice of this meeting has been provided by amendment to notice approved at the Board's reorganization meeting on January 4, 2021 and posted at the Board of Education office and communicated to *The Star Ledger*, *West Essex Tribune*, *TAPinto Livingston* and the Livingston Township Clerk.

#### **C. Executive Session**

**Whereas**, the Open Public Meetings Act, N.J.S.A. 10:4-11, permits the Board of Education to meet in closed session to discuss certain matters; now, therefore be it

**Resolved**, that the Livingston Board of Education adjourns to closed session to discuss:

- Personnel

Action may be taken upon return to public session. The full length of the meeting is anticipated to be approximately 15 minutes and be it

**Further Resolved**, the minutes of this closed session be made public when the need for confidentiality no longer exists.

#### **D. Pledge of Allegiance / Roll Call**

#### **E. Superintendent's Report**

1. Math in Focus
2. District Goals
3. Elementary Sections
4. Conference with Livingston Education Association

#### **F. Board Reports**

#### **G. Approval of Minutes**

The Superintendent recommends the following:

1. Public Hearing on Budget/Voting Meeting Minutes of May 4, 2021
2. Public Portion of Executive Session Meeting Minutes of May 11, 2021
3. Workshop/Voting Meeting Minutes of May 13, 2021

### **ROLL CALL VOTE**

#### **H. Public Input on Agenda Items ~ up to 15 minutes**

An excerpt from Policy #0167 adopted on January 10, 2011 and reviewed on March 4, 2013 states that The Board of Education recognizes the value of public comment on educational issues and the importance of allowing members of the public to express themselves on school matters of community interest.

Public participation shall be governed by the following rules:

1. A participant must be recognized by the presiding officer and must preface comments by an announcement of his/her name, place of residence, and group affiliation, if appropriate;
2. Each statement made by a participant shall be limited to three minutes' duration;
3. No participant may speak more than once on the same topic until all others who wish to speak on that topic have been heard;
4. All statements shall be directed to the presiding officer; no participant may address or question Board members individually.

The portion of the meeting during which the participation of the public is invited shall be limited to fifteen minutes, or at the discretion of the presiding officer.

## **II. RECOMMENDATIONS FOR APPROVAL**

### **1. PROGRAM/CURRICULUM**

The Superintendent recommends the following:

#### **1.1 Student Teachers**

**Resolved**, that the Livingston Board of Education approves the student teachers as shown on **Attachment A**.

### **ROLL CALL VOTE**

## **2. STUDENT SERVICES**

There is no motion.

## **3. BUSINESS**

The Superintendent recommends the following:

### **3.1 Payment of Bills**

**Whereas**, the Board Secretary has audited certain vendor claims as required by N.J.S.A. 18A:19-2 and Board Policy 6470 and presented them to the Livingston Board of Education with the recommendation they be paid, now therefore be it

**Resolved**, that the Livingston Board of Education approves the payment of the following bills in the amounts listed and attach a complete copy of these bills to the minutes of this meeting.

<b>Fund</b>	<b>Name</b>	<b>Amount</b>
10&11	Regular	3,577,846.57
12	Regular	227,949.26
20	Regular	695,062.51
60	Cafeteria	397.60
	<b>TOTAL</b>	<b>\$4,501,255.94</b>

Regular Checks	1299-1300	4,500,858.34
Cafeteria	1284-1289	397.60
	<b>TOTAL</b>	<b>\$4,501,255.94</b>

### **3.2 Board Secretary Report – March 2021**

**Whereas**, the Livingston Board of Education has received the Report of the Board Secretary for March 31, 2021, consisting of:

- 1) Interim Balance Sheets
- 2) Interim Statements Comparing Budgeted Revenue with Actual to Date and Appropriations with Expenditures and Encumbrances to Date
- 3) Schedule of Revenues - Actual Compared with Estimated
- 4) Statement of Appropriations Compared with Expenditures and encumbrances, and

**Whereas**, the Livingston Board of Education has received the report of the Treasurer for March 31, 2021, which report is in agreement with the Report of the Board Secretary, and

**Whereas**, these reports show the following balances on the date indicated:

	Cash Balance	Appropriation Balance	Fund Balance
(10) General Current Exp. Fund	17,680,950		
(11) Current Expense		18,196,386	8,009,270
(12) Capital Outlay		102,925	1,978,235
(20) Special Revenue Fund	455,545		

(30) Capital Projects Fund	183,813		
(40) Debt Service Fund	145,962		
Total:	\$18,466,270	\$18,299,311	\$9,987,505

**Whereas**, pursuant to N.J.A.C. 6:20-212(d), the Board Secretary has certified that as of March 31, 2021, no budgetary line item account has obligations and payments contractual orders which in total exceed the amount appropriated by the district board of education pursuant to N.J.S.A. 18A:22-8, 18A:22-8.1, now therefore be it

**Resolved**, the Livingston Board of Education accepts the above referenced reports and certification and directs that they be made part of this resolution by reference, and be it

**Further Resolved**, the Livingston Board of Education certifies that, after review of the Secretary's monthly financial report (appropriations section) and upon consultation with the appropriate district officials, to the best of its knowledge no major account or fund has been over-expended in violation of N.J.A.C.6:20-2.13(d) and that sufficient funds are available to meet the district's financial obligations for the remainder of the fiscal year.

### **3.3 Transfers**

**Whereas**, the Superintendent of Schools recommends certain transfers among accounts in the 2020-2021 budget for March pursuant to Board of Education Policy 6422, now therefore be it

**Resolved**, that the Livingston Board of Education ratify transfers pursuant to N.J.S.A. 18A:22-8.1 and N.J.A.C. 6:20-2A.10:

<u>Object</u>	<u>Description</u>	<u>To</u>	<u>From</u>
0100	Salaries		\$5,000
0241	Other Retirement Cont. Reg	\$84,185	
0270	Health Benefits		\$144,185
0330	Purchased Professional	\$15,000	
0590	Misc Purch Services		\$1,000
0600	Supplies and Materials	\$1,000	
0610	General Supplies	\$50,000	
	<b>TOTALS</b>	<b>\$150,185</b>	<b>\$150,185</b>

### **3.4 Safety Grant**

**Resolved**, that the Livingston Board of Education approves the submission of a grant application for the 2021 Safety Grant Program through the New Jersey School Insurance Group's NJEIF Subfund for the purpose described in the application, in the amount of \$33,404 for a period July 1, 2021 to June 30, 2022.

### **3.5 Sale of SRECs**

**Resolved**, that the Livingston Board of Education designates the Business Administrator/Board Secretary to act on behalf of the Board as the officer to sell and to award the Solar Renewable Energy Certificates (SRECs). The SRECs will be sold via a competitive auction through SREC Trade, San Francisco, California at no cost per SREC and the Business Administrator/Board Secretary shall report in writing the result of the sale to the Board.

### **3.6 Virtual Conferences and Overnight Trips**

**Resolved**, that the Livingston Board of Education approves the virtual conferences as shown on **Attachment B**.

**Resolved**, that the Livingston Board of Education approves *Steven Robinson*, Business Administrator, to attend ASBO International's Annual Conference from October 12 to 16, 2021 in Milwaukee, Wisconsin, at a cost not to exceed \$2,700.

### **3.7 Resolution of the Board of Education of the Township of Livingston in the County of Essex, New Jersey Determining to Acquire and to Finance Equipment by Means of a Lease Purchase Financing in an Amount Not Exceeding \$1,500,000, Authorizing an Advertisement For Bids to Finance the Equipment if Necessary, Delegating the Award of the Bid, Authorizing the Execution of the Lease and Related Documents and Authorizing Other Actions Necessary to Complete the Transaction**

**Resolved**, that the Livingston Board of Education approves the resolution for the acquisition of technology, two buses, three vans and various maintenance equipment as shown on **Attachment C**.

### **3.8 Annual Appointments**

**Resolved**, that the Livingston Board of Education approves the following appointments for the 2021-2022 school year which are in effect until changed by resolution:

Board Secretary/SBA	Steven K. Robinson
Custodian of Records	Steven K. Robinson
OPRA Representative	Steven K. Robinson
Public Agency Compliance Officer (PACO)	Steven K. Robinson
Qualified Purchasing Agent	Steven K. Robinson
Treasurer	Steven K. Robinson
Assistant Board Secretary	Patricia Ramos
AHERA Coordinator	James Perrette
Integrated Pest Management Coordinator	James Perrette
Right to Know Officer	James Perrette
504 Compliance Officer	Lisa Capone-Steiger
Affirmative Action Officers	Lisa Capone-Steiger and Amro Mohammed
Anti-Bullying Coordinator	Lisa Capone-Steiger
Homeless Liaison	Sinead Crews
School Safety Specialist	Justin Toomey
Title IX Coordinator	Richard Porfido
Issuing Officer for Working Papers	Lauren Mercer
Auditor of School District	Wiss & Company, LLP
Broker of Record	IMAC Insurance Agency
School Physician	Dr. Michael Kelly
Board Attorney	Sciarrillo, Cornell, Merlino, McKeever & Osborne, LLC

**3.9 Joint Transportation Agreement with Essex Regional Educational Services Commission**

**Resolved**, that the Livingston Board of Education approves entering into a jointure with Essex Regional Educational Services Commission for participation in transportation services for the 2021-2022 school year.

**3.10 Bylaws, Policies & Regulations**

**Resolved**, that the Livingston Board of Education approves the following Bylaws, Policies and Regulations for second reading and adoption:

**Bylaws**

Bylaw #0145 - Board Member Resignation and Removal (M) (with revisions)

Bylaw #0164.6 - Remote Public Board Meetings during a Declared Emergency (M) (new to district)

**Administration**

Policy #1643 - Family Leave (M) (new to district)

**Students**

Policy #5330.01 - Administration of Medical Cannabis (M) (with revisions)

Regulation #5330.01 - Administration of Medical Cannabis (M) (with revisions)

**Property**

Policy #7425 - Lead Testing of Water in Schools (M) (new to district)

Regulation #7425 - Lead Testing of Water in Schools (M) (new to district)

**ROLL CALL VOTE**

**4. PERSONNEL**

The Superintendent recommends the following:

**4.1 Resignations**

**Resolved**, that the Livingston Board of Education accepts the resignations of:

Name	Position	Reason	Location	Last Day of Employment
<i>Sharon Miller</i>	Instructional Aide	Retirement	LHS	June 30, 2021
<i>Elizabeth Sardinsky</i>	Instructional Aide	Resignation	MPMS	May 26, 2021
<i>Christina Ciotola</i>	Life Skills TA	Resignation	LHS	June 30, 2021
<i>Donna McGuigan</i>	Instructional Aide	Resignation	LHS	June 30, 2021

*\*as amended from a previous agenda*

#### 4.2 Leaves of Absences

**Resolved**, that the Livingston Board of Education approves the leaves of absences of:

Name	Position	Location	LOA w/pay and benefits	LOA w/o pay, but with benefits (if applicable)	Extended LOA w/o pay or benefits	Return Date
Erika Yersak*	TOSD	Hillside	3/17/2021-5/31/2021	6/1/2021 - 10/13/2021**	10/14/2021-10/29/2021	11/1/2021
Shelly Lipka	OT	RHE	NA	NA	8/30/2021-6/30/2022	NA

\*as amended from a previous agenda

\*\*Designates time counted toward NJFLA/FMLA/FFCRA

#### 4.3 Appointments

**Resolved**, that the Livingston Board of Education approves the applications indicated below (\*) for emergent hiring for the following appointments under the requirements of N.J.S.A. 18A:16-1 et. seq., N.J.S.A. 18A:39.17 et. seq.; N.J.S.A. 18A:6-4.13 et. seq. All appointments are contingent upon reference checks in accordance with P.L. 2018, c.5.

Name	Location	Title	Tenure Track/LOA or LT Replacement	Replacing	Guide	Step	Salary	Effective Date
Jonathan Pfeiffer	CO	Network Administrator	NA	L. See	NA	NA	\$110,000	7/1/2021
Elizabeth Kirchoff	HMS	Teacher of English	First Year Tenure Track	J. Geller	MA	7	\$65,692	8/30/2021
Dr. Christina Piccirillo	LHS	School Psychologist (LINKS)	First Year Tenure Track	T. Zampano	D	6	\$74,243	8/30/2021
Jennifer Vernotica	Collins	Elementary School Teacher	First Year Tenure Track	J. Shalom	MA	7	\$65,692	8/30/2021
Briana Moghadamniya	HMS	Teacher of English	Leave Replacement	C. Klee	BA	5	\$56,700	8/30/2021-12/31/2021
Briana Moghadamniya	HMS	Teacher of English	First Year Tenure Track	C. Klee	BA	5	\$56,700	1/1/2022
Grace Ashforth	LHS	Teacher of English	First Year Tenure Track	C. Mamangakis-Evans	MA+32	6	\$71,133	8/30/2021
Allison Fedele	Hillside	Elementary School Teacher	First Year Tenure Track	C. Ebneith	MA	1-2	\$61,884	8/30/2021
Shawn Kellman*	LHS	Night/Weekend Custodian	NA	M. Stewart (transfer)	C	2***	\$41,825 (pro-rated) plus \$975 for nights & \$975 for weekends	5/10/2021
Myral Wendell	Harrison	Playground Aide	NA	NA	NA	NA	\$15.50/hr	5/18/2021

\*as amended from a previous agenda

#### 4.4 Transfers

**Resolved**, that the Livingston Board of Education approves the transfers as listed on **Attachment D.**

#### **4.5 Substitutes**

**Resolved**, that the Livingston Board of Education approves the individuals listed on **Attachment E** as Substitutes. These individuals are currently employed by the District. In the event these individuals are called upon to serve as a substitute, they will be compensated an additional \$50/day for that assignment.

#### **4.6 Extra Work Pay**

**Resolved**, that the Livingston Board of Education approves the following payments as listed on **Attachment F** for work performed.

#### **4.7 Stipends**

**Resolved**, that the Livingston Board of Education approves the individuals on **Attachment G** for co-curricular stipends at Livingston High School for the 2021-2022 school year in accordance with the contract between the LBOE and the LEA.

#### **4.8 Extra Period Assignments**

**Resolved**, that the Livingston Board of Education approves the individuals listed on **Attachment H** for extra period assignments during the 2020-2021 school year.

#### **4.9 Summer Work**

**Resolved**, that the Livingston Board of Education approves the individuals listed on **Attachment I** for Extended School Year (ESY) staffing at the listed hourly rates.

**Resolved**, that the Livingston Board of Education approves the individuals listed on **Attachment J** to work over the summer of 2021 at the Summer Intervention Program at the approved rate.

**Resolved**, that the Livingston Board of Education approves *Stuart Lukowiak* and *Lester Ambio* to work over the summer of 2021 as substitute security aides at Livingston High School at \$25.00 per hour.

**Resolved**, that the Livingston Board of Education approves *Margaret Wohltmann*, Teacher of Business Education, as the Cooperative Business Coordinator for the 2021-2022 school year. Ms. Wohltmann will be paid up to 10 days over the summer of 2021 at her per diem rate for said assignment and this pensionable amount will be paid over the payroll cycle for the 2021-2022 school year.

#### **4.10 Contract Adjustments**

**Resolved**, that the Livingston Board of Education approves the contract adjustments as indicated on **Attachment K**.

### **ROLL CALL VOTE**

## **5. MISCELLANEOUS**

The Superintendent recommends the following:

### **5.1 HIB Report**

**Resolved**, that the Livingston Board of Education accepts the findings of HIB cases.

## **ROLL CALL VOTE**

### **I. Public Comment ~ up to 15 minutes**

An excerpt from Policy #0167 adopted on January 10, 2011 and reviewed on March 4, 2013 states that The Board of Education recognizes the value of public comment on educational issues and the importance of allowing members of the public to express themselves on school matters of community interest.

Public participation shall be governed by the following rules:

1. A participant must be recognized by the presiding officer and must preface comments by an announcement of his/her name, place of residence, and group affiliation, if appropriate;
2. Each statement made by a participant shall be limited to three minutes' duration;
3. No participant may speak more than once on the same topic until all others who wish to speak on that topic have been heard;
4. All statements shall be directed to the presiding officer; no participant may address or question Board members individually.

The portion of the meeting during which the participation of the public is invited shall be limited to fifteen minutes, or at the discretion of the presiding officer.

### **J. Old Business**

### **K. New Business**

## **III. ADJOURNMENT**

### **EXECUTIVE SESSION**

1. Legal Matters
2. Negotiations
3. Personnel

**Whereas**, N.J.S.A. 10:4-1 et seq., also known as the "Sunshine Law," authorizes a public body to meet in executive or private session under certain limited circumstances, and

**Whereas**, said law requires the Board to adopt a resolution at a public hearing before it can meet in such an executive or private session, now, therefore, be it

**Resolved**, by the Livingston Board of Education that:

- (A) It does hereby determine that it is necessary to meet in executive session on May 24, 2021 to discuss the matters stipulated, in conformance with the subsections of said act which are indicated.
1. Matter rendered confidential by federal law, state statute or rule of court.
  2. Matter in which the release of information would impair a right to receive federal funds.
  3. Matter, the disclosure of which would constitute an unwarranted invasion of individual privacy unless the individual concerned shall request in writing that the same be disclosed publicly.
  4. Collective bargaining matter.
  5. Matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates, etc. where it would adversely affect the public interest if discussion were disclosed.
  6. Tactics and techniques utilized in protecting public property where disclosure could impair protection.
  7. Investigation of violations or possible violations of law.
  8. Pending or anticipated litigation or contract negotiation other than collective bargaining agreement.
  9. Personnel matters unless the individual employees or appointees affected requested that such matter be discussed at a public meeting.

10. Deliberations occurring after a public hearing that may result in the imposition of a specific civil penalty.
- (B) The matters discussed will be made public when confidentiality is no longer required and formal action pursuant to said discussion shall take place only at a meeting to which the public has been invited.
- (C) No action will be taken.

**PROPOSED FUTURE AGENDA ITEMS (dates subject to change)**

June 14, 2021 (*workshop*)

- Retirement Ceremony
- SEPAC

June 21, 2021 (*voting*)

- Student Representative to the Board
- Superintendent Summer Approval to Hire
- Summer Work Appointments
- Curriculum Writer Names and Locations
- ESY Appointments
- Bus Evacuation Drills
- Compliance with PL 2015, Chapter 47
- Transfer of Current Year Surplus to Capital Reserve
- Travel and Conferences Expenses

July 14, 2021 (*voting*)

- Property, Liability and WC Insurance
- Food Service Renewal
- Out of District Placements for 2021-2022
- Related Services and Medical Consultants for 2021-2022
- Extended School Year Out of District Placements Summer 2021

August 11, 2021 (*voting*)

- Enrollment Update
- Livingston Chinese School Contract
- Livingston Huaxia Chinese School Contract

September 14, 2021 (*workshop*)

September 28, 2021 (*voting*)

- District Nursing Services Plan

October 12, 2021 (*workshop*)

- Public Hearing for District and School HIB Self-Assessment Report
- NJSLA (as per Policy 2610)

October 19, 2021 (*voting*)

- Conference with the Livingston Education Association
- Summer Curriculum Writing Update

November 9, 2021 (*workshop*)

- Board Budget Goals
- Assessment Update

November 23, 2021 (*voting*)

December 7, 2021 (*voting*)

- Comprehensive Annual Financial Report
- New Course Offerings
- Approval of Comprehensive Annual Financial Report (Corrective Action Plan)
- NJQSAC Statement of Assurance
- Bus Evacuation Drills

January 4, 2022 (*Reorganization*)

Name	School	Type of Placement	In-District Location	Assigned Staff	Date
Riley Nolan	Seton Hall Univeristy	Clinical Experience	Livingston High School	Mike Pizzone	Sept. 13- Dec. 10, 2021
Carleigh Palmieri	Kean University	Internship	Riker Hill, LHS, Burnet Hill	Sarah Stefanakis, Kristin Pannorfi, Mallory Seidman	August 30, 2021- May 20, 2022
Ashley Zafarino	Caldwell University	Clinical Experience	Mt. Pleasant Elementary	James Hegedus	August 30, 2021- December 10, 2021
Owen McFadden	Caldwell University	Clinical Experience	Hillside Elementary	Katelyn Viverito	August 30, 2021- December 10, 2021

Conference	Attendee(s)	Date(s)	Location	Cost
Accelerate your student's use of the target language	Claudia Netti	April 19, 2021	Virtual	\$279
ITEEA 83rd Annual Conference	Kenneth Zushma	March 22-23, 2021	Virtual	\$179
AP Statistics Summer Institute	Patrick Catalano	June 19-22, 2021	Virtual	\$900
Statistics- Online APSI with Rutgers	Kristy Braschi	June 19-22, 2021	Virtual	\$900

EXTRACT from the minutes of a regular meeting of The Board of Education of the  
Township of Livingston in the County of Essex, New Jersey held at  
\_\_\_\_\_, Livingston, New Jersey on May 24, 2021 at \_\_\_\_\_ p.m.

PRESENT:

ABSENT:

\* \* \* \* \*

\_\_\_\_\_ introduced and moved the adoption of the following resolution and  
\_\_\_\_\_ seconded the motion:

**RESOLUTION OF THE BOARD OF EDUCATION OF THE  
TOWNSHIP OF LIVINGSTON IN THE COUNTY OF  
ESSEX, NEW JERSEY DETERMINING TO ACQUIRE AND  
TO FINANCE EQUIPMENT BY MEANS OF A LEASE  
PURCHASE FINANCING IN AN AMOUNT NOT  
EXCEEDING \$1,500,000, AUTHORIZING AN  
ADVERTISEMENT FOR BIDS TO FINANCE THE  
EQUIPMENT IF NECESSARY, DELEGATING THE  
AWARD OF THE BID, AUTHORIZING THE EXECUTION  
OF THE LEASE AND RELATED DOCUMENTS AND  
AUTHORIZING OTHER ACTIONS NECESSARY TO  
COMPLETE THE TRANSACTION**

**WHEREAS**, The Board of Education of the Township of Livingston in the County of  
Essex, New Jersey (the "Board") is created and is charged by law with the responsibility of  
providing a system of public education within the school district over which it has jurisdiction  
and to acquire equipment therefor; and

**WHEREAS**, the Board has determined to fund the acquisition of buses, vans, equipment  
for the Buildings and Grounds Department and various technology equipment, including  
financing installation as necessary and incidental or related costs (the "Equipment") by means of

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a lease purchase financing for a term that does not exceed five (5) years pursuant to the provisions of *N.J.S.A. 18A:20-4.2(f)* and *N.J.S.A. 18A:18A-1 et seq.*; and

**WHEREAS**, the Board has selected Phoenix Advisors, LLC as municipal advisor (the "Municipal Advisor") and McManimon, Scotland & Baumann, LLC as special counsel (the "Special Counsel") for the purpose of advising and assisting with the proposed lease purchase financing of the Equipment; and

**WHEREAS**, in accordance with the procedures set forth in *N.J.S.A. 18A:18A-1 et seq.* (the "Public School Contracts Law") and the regulations promulgated thereunder, a notice of the bid will be published if required and bids or quotes (hereinafter simply referred to as bids) are scheduled to be returned to the Business Administrator/Board Secretary, who, with the assistance of the Special Counsel and the Municipal Advisor, will determine the lowest responsive and responsible bidder to purchase the Lease (as hereinafter defined) from the Board (hereinafter referred to as the "Purchaser"); and

**WHEREAS**, the Board will enter into a lease purchase agreement (the "Lease") and other related documents with the Purchaser in an amount not to exceed \$1,500,000 to finance the Equipment; and

**WHEREAS**, the Board desires to authorize the delegation of the award of the bid to the Business Administrator/Board Secretary and further authorizes the Board President, Business Administrator/Board Secretary, Municipal Advisor and Special Counsel to prepare and to execute the Lease and certain other documents and agreements necessary or incidental to the transactions contemplated thereby;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE TOWNSHIP OF LIVINGSTON IN THE COUNTY OF ESSEX, NEW JERSEY** as follows:

Section 1. The Board hereby determines to finance the Equipment by means of a lease purchase financing in a principal amount not exceeding \$1,500,000 in accordance with the requirements of the Public School Contracts Law. The Business Administrator/Board Secretary, the Municipal Advisor, the Special Counsel and other appropriate representatives of the Board are hereby authorized to prepare the necessary timetables and bid documents and other related documents as may be necessary and to take other steps necessary to prepare for and to implement the proposed financing.

Section 2. The Board hereby authorizes the publication of a request for bids if required in accordance with the Public School Contracts Law or the solicitation of quotes in order to prepare for the proposed transaction.

Section 3. The Board President and/or the Business Administrator/Board Secretary are authorized to award the bid and the Lease in accordance with the terms of this resolution to the lowest bidder in accordance with the bid proposals or quotes submitted to the Business Administrator/Board Secretary, which winning bid proposal or quote will be retained on file in the Business Administrator/Board Secretary's office. The Purchaser's interest rate will be held fixed for a period of thirty (30) days from the date of the bid of such longer period as the Municipal Advisor shall recommend. If the closing does not occur within thirty (30) days or such longer period as recommended from the date of the bid, the interest rate will be calculated in accordance with the index rate suggested by the Municipal Advisor as set forth in the bid specifications.

Section 4. The Board President and/or the Business Administrator/Board Secretary are hereby authorized to negotiate, execute and deliver, subject to the review of Special Counsel, the Lease, an agent or an escrow agreement, an assignment agreement, if necessary, and such other documents as may be necessary to consummate the transaction. Specifically, the Board authorizes the Board President or the Business Administrator/Board Secretary to establish an escrow account for the deposit of the Lease proceeds and to direct the deposit and investment of the Lease proceeds in the escrow for the term of the Lease in accordance with the requirements of law. The Board hereby authorizes and directs the Board President or the Business Administrator/Board Secretary to approve any changes, additions, or deletions to the Lease or such other documents as may, in the judgment of Special Counsel, be necessary or advisable, such approval to be evidenced by the execution of the Lease or such other documents by the Board President or the Business Administrator/Board Secretary. The Business Administrator/Board Secretary is also authorized to pay any agreed upon fees of the escrow agent. The Board President and/or Business Administrator/Board Secretary, or other representatives of the Board at the direction of either, are also authorized and directed to take on behalf of the Board such other actions as shall be necessary and appropriate to accomplish the lease purchase financing for the Equipment in accordance with the terms of the Lease and this resolution and pursuant to the terms of the agreements and instruments authorized to be prepared hereby and to accomplish the performance of the obligations of the Board in respect thereto.

Section 5. The payment of rent or other monies due under the Lease shall be made only from the General Fund of the Board. Neither the Board, nor any agency, department or political subdivision thereof shall be obligated to pay any sum to the Purchaser under the Lease from any taxing source for the payment of any sums due under the Lease unless an appropriation

is made in a duly approved budget of the Board. The obligations of the Board shall not constitute indebtedness of the Board or of the Township of Livingston or of any department, agency or political subdivision thereof. The Lease shall set forth the term of the lease purchase agreement for the Equipment, the rental payments to be paid by the Board in respect thereof and the dates on which such rent shall be due and payable.

Section 6. The Board hereby covenants that it will comply with any conditions subsequent imposed by the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exemption from taxation of interest on the Lease, including the requirement to rebate all net investment earnings on the gross proceeds above the yield on the Lease, if applicable.

Section 7. The Board authorizes the Business Administrator/Board Secretary to act and determine on behalf of the Board whether the Lease will be designated as "bank qualified" within the meaning of Section 265 of the Code. The Board hereby declares its intent to issue the Lease in the expected maximum principal amount of the Lease set forth herein and to use the proceeds of the Lease to pay or to reimburse expenditures for the costs of the purpose for which the Lease is authorized herein. This resolution is a declaration of intent within the meaning and for the purposes of Treasury Regulations Section 1.150-2 or any successor provisions of federal income tax law.

Section 8. The reference to officers of the Board herein and in actions taken on behalf of the Board includes any interim, acting or successor officers holding those positions.

Section 9. This resolution shall take effect immediately.

The foregoing resolution was adopted by the following vote:

AYES:

NAYS:

## CERTIFICATE

I, Steven K. Robinson, Business Administrator/Board Secretary of The Board of Education of the Township of Livingston in the County of Essex, New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Board of Education duly called and held on May 24, 2021 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the Board of Education and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal  
of the Board of Education this \_\_\_\_ day of \_\_\_\_\_,  
2021.

---

Steven K. Robinson  
Business Administrator/Board Secretary

**[BOARD SEAL]**

**TRANSFERS**

<b>Name</b>	<b>Position</b>	<b>Transferring From</b>	<b>Transferring To</b>	<b>Position</b>	<b>Replacing</b>	<b>Effective Date</b>
<b>2021-2022 School Year</b>						
Jennifer Merlo	TOSD	BHE	RHE	Elementary School Teacher	new position	8/30/2021

*\*as amended from a previous agenda*

<b>Last Name</b>	<b>First Name</b>	<b>Location</b>
Dagistino	Amy	MPE

NAME	DATE	POSITION	#HOURS WORKED	RATE	TOTAL AMOUNT
Breschard, Robert	3/17 & 3/29/2021	Game Worker	7	\$22.50	\$157.50
Dlugo, Cara	4/19 & 4/20/2021	Game Worker/volleyball & lacrosse	6	\$22.50	\$135.00
Kane, John	3/29/2021	Game Worker/Wrestling	2	\$22.50	\$45.00
Kroeger, Steven	3/23/2021	Game Worker/Volleyball	2	\$22.50	\$45.00
					<b>\$382.50</b>

**2021-22 LHS Co-Curricular Stipends**

<b>Position</b>	<b># Positions</b>	<b>Staff Member</b>	<b>Amount</b>
Marching Band-Percussion Instructor	2	Steven Nowakowski (OD)	\$3,177

Name	Position	Location	# of classes	Dates
Kathryn Koury (repl. L. Gallo)	TOSD	HMS	0.2	5/17/2021-6/24/2021
Vanessa Belford	Teacher of English	HMS	0.2	5/14/2021-6/24/2021
Michelle Sapolnick	Teacher of English	HMS	0.2	5/14/2021-6/24/2021
Lenore Gallo*	Teacher of English	HMS	0.2	5/14/2021-6/24/2021

*\*amended from previous agenda*

# 2021 SUMMER ESY STAFFING

# Attachment I

ESY Teachers	Pay Rate until 6/30	Pay Rate after 7/1
Deanna Iacullo	\$60	\$60.30
Holli Gibbs	\$60	\$60.30
Breanne Mannes	\$60	\$60.30
Nicole Hanna	\$60	\$60.30
Margaret Lafferty	\$60	\$60.30
Marisa Synder	\$60	\$60.30
Katelyn Viverito	\$60	\$60.30
Angela Selnick	\$60	\$60.30
Alyssa Ratner	\$60	\$60.30
Daria Martin	\$60	\$60.30
Christina Ness	\$60	\$60.30
Kristina Duda	\$60	\$60.30
Danielle Cohen	\$60	\$60.30
Lenore Gallo	\$60	\$60.30
Brooke Newman	\$60	\$60.30
Michael Ennis	\$60	\$60.30
Mary Petinglay	\$60	\$60.30
Laura Fabrizio	\$60	\$60.30
Alex Amster	\$60	\$60.30
Janine DeMarsico	\$60	\$60.30
Louella Selby	\$60	\$60.30

ESY Aides	Pay Rate until 6/30	Pay Rate after 7/1
Alexandra Wynn	\$20	\$20.30
Allison Tevlin	\$20	\$20.30
Amy Dagistino	\$20	\$20.30
Barbara Racaniello	\$20	\$20.30
Carroll Alston	\$20	\$20.30
Celina Lewis	\$20	\$20.30
Cheri Ratner	\$20	\$20.30
Christopher Mattia	\$20	\$20.30
Darlene Mauti	\$20	\$20.30
Denise Galluzzo	\$20	\$20.30
Devaneice Ward	\$20	\$20.30
Drew Krumholz	\$20	\$20.30
Elizabeth Arias	\$20	\$20.30
Emily Keane	\$20	\$20.30
Eniko Mandler	\$20	\$20.30
Freddie Ruth	\$20	\$20.30
Gabrielle Titone	\$20	\$20.30
Gina Rossell	\$20	\$20.30
Helene Katalifos	\$20	\$20.30
Janice Backman-Glasspool	\$20	\$20.30
Jennifer Ferris-Hoagland	\$20	\$20.30
Jennifer Hubert	\$20	\$20.30
Joseph Fischer	\$20	\$20.30
Josephine Agostinelli	\$20	\$20.30
Karen Haley	\$20	\$20.30
Karen Montalto	\$20	\$20.30
Katilyn Rooney	\$20	\$20.30
Katy Quillen	\$20	\$20.30
Kayla Choi	\$20	\$20.30
Kirstie Robalo	\$20	\$20.30
Laura Hickey	\$20	\$20.30
Laura Novotny	\$20	\$20.30
Lauren Harte	\$20	\$20.30
Laurensa Theodore	\$20	\$20.30
Lisa Dascoli	\$20	\$20.30
Lisa Kahl	\$20	\$20.30
Lisa Mannion	\$20	\$20.30
Lisa Stefanelli	\$20	\$20.30
Luca Bonvini	\$20	\$20.30
Margaret Atkins	\$20	\$20.30
Margaret Wescott	\$20	\$20.30
Marlene Pasquarosa	\$20	\$20.30
Maryellen Fabrizio	\$20	\$20.30
Matt Gervasio	\$20	\$20.30
Melissa Volante	\$20	\$20.30
Mikie Hagler	\$20	\$20.30
Noreen Smith	\$20	\$20.30
Patrick Getz	\$20	\$20.30
Rumana Patra	\$20	\$20.30
Sejal Mehta	\$20	\$20.30
Shari Hudes	\$20	\$20.30

ESY Related Services	Pay Rate until 6/30	Pay Rate after 7/1
Nicole Sajecki	\$60	\$60.30
Leigh Brown	\$60	\$60.30
Lauren Butera	\$60	\$60.30
Brittany Arrington	\$60	\$60.30
Emily O'Neill	\$60	\$60.30
Jennifer Alvich	\$60	\$60.30
Marianne Cullen	\$60	\$60.30

ESY Aides approved as subs	Pay Rate until 6/30	Pay Rate after 7/1
Gabrielle Titone	\$60	\$60.30
Barbara Racaniello	\$60	\$60.30
Karen Montalto	\$60	\$60.30
Matt Gervasio	\$60	\$60.30
Benny Thomas	\$60	\$60.30
Celina Lewis	\$60	\$60.30
Gina Rossell	\$60	\$60.30
Suzanne DiTacconi	\$60	\$60.30
Alexandra Wynn	\$60	\$60.30
Shivani Bajjal	\$60	\$60.30
Shiva Zehtabchi	\$60	\$60.30
Freddie Ruth	\$60	\$60.30
Rumana Patra	\$60	\$60.30
Melissa Volante	\$60	\$60.30
Susan Gille	\$60	\$60.30
Joseph Fischer	\$60	\$60.30
Katilyn Rooney	\$60	\$60.30
Sophia Avellanal	\$60	\$60.30

# 2021 SUMMER ESY STAFFING

Attachment I

Shari Kane	\$20	\$20.30
Sharron Gregory-Egypt	\$20	\$20.30
Shiva Zehtabchi	\$20	\$20.30
Shivani Baijal	\$20	\$20.30
Sophia Avellanet	\$20	\$20.30
Stacy Nedza	\$20	\$20.30
Susan Basarab	\$20	\$20.30
Susan Gille	\$20	\$20.30
Suzanne D'Acconi	\$20	\$20.30
Teri Yeung	\$20	\$20.30
Terri Ciecierski	\$20	\$20.30
Viviane Parco	\$20	\$20.30

## **2021 SUMMER INTERVENTION PROGRAM**

### **HERITAGE MIDDLE SCHOOL**

Vanessa Belford  
Anthony Rappa  
Tom Truscello

#### **K-6**

Shawna Byer  
Meghan Clark  
Deborah Craig  
Cindy DeFuria  
Jim Diegnan  
Krystina Doherty  
Celine Falchetta  
Kelly Feeney  
Kristen Havrilla  
Anna Incognito  
Rhonda Isakower  
Sue Latino  
Karen Montalto  
Nikola Poposki  
Jessica Reid  
Brooke Reynolds  
Krystina Riggi  
Lucia Santarella  
Carol Silberfein  
Kevin Sinsimer  
Jess Soldiviero  
Deborah VanDusen  
Allison Winka

*RATE: \$60.00/hr until 6/30/2021  
\$60.30/hr after 7/1/2021*

Last Name	First Name	Location	Title	Step	Salary	Longevity	Total Salary	FTE
LUKOWIAK	STUART	50	Attd Liasn 10m A7/12	11	\$63,416	\$0	\$63,416	100
KLEMENS	LISA	60	Teacher MA+32	10	\$83,658	\$0	\$83,658	100
SAPOLNICK	MICHELLE	55	Teacher BA	2	\$54,550	\$0	\$54,550	100

# BYLAW

## LIVINGSTON BOARD OF EDUCATION

Bylaws

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BOARD MEMBER RESIGNATION AND REMOVAL

### 0145 BOARD MEMBER RESIGNATION AND REMOVAL

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

1. The cessation of the member's bona fide residency in the school district the member represents (N.J.S.A. 18A:12-2.2); or
2. The member's election or appointment to the office of mayor or member of the governing body of Livingston (N.J.S.A. 18A:12-2.2); or
3. The member's disqualification from voting pursuant to N.J.S.A. 19:4-1 (N.J.S.A. 18A:12-2.2); or
4. The member ~~falsely affirms or declares that he/she is not disqualified as a voter pursuant to N.J.S.A. 19:4-1 or that he/she is not disqualified from membership on the Board due to conviction of a crime or offense listed in N.J.S.A. 18A:12-1's conviction for false swearing for having falsely affirmed or declared that he/she is qualified to vote;~~ or
5. The removal of the member by the Commissioner of Education; or
6. Recall of a Board member pursuant to N.J.S.A. 19:27A-1 et seq.

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

1. The member's removal was proposed at the immediately previous Board meeting; and
2. Notice of the proposed removal was given to the affected member at least forty-eight hours in advance of the meeting at which the vote will be taken.

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

Adopted: 13 December 2004



# BYLAW

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## LIVINGSTON BOARD OF EDUCATION

Bylaws

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BOARD MEMBER RESIGNATION AND REMOVAL



# BYLAW

## LIVINGSTON BOARD OF EDUCATION

Bylaws

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### REMOTE PUBLIC BOARD MEETINGS DURING A DECLARED EMERGENCY (M)

#### 0164.6 REMOTE PUBLIC BOARD MEETINGS DURING A DECLARED EMERGENCY (M)

##### A. Purpose – N.J.A.C. 5:39-1.1

1. The purpose of N.J.A.C. 5:39-1.1 et seq. and Bylaw 0164.6 is to ensure a Board of Education or Board of Trustees of a charter school can conduct official public business in an open and transparent manner whenever a declared emergency requires a local public body to conduct a public meeting without physical attendance by members of the public.
2. Nothing in N.J.A.C. 5:39-1.1 et seq. prevents a local public body from holding a remote public meeting under such other circumstances as may be permitted by the Open Public Meetings Act, N.J.S.A. 10:4-1 et seq.

##### B. Definitions – N.J.A.C. 5:39-1.2

For the purpose of this Bylaw and in accordance with N.J.A.C. 5:39-1.2, the following words and terms have the following meanings, unless the context clearly indicates otherwise:

"Adequate notice" shall have the same definition as at N.J.S.A. 10:4-8; however, for the purpose of N.J.A.C. 5:39-1.1 et seq., and to the extent not otherwise set forth at N.J.S.A. 10:4-8, the notice transmitted to at least two newspapers for publication may occur through electronic mail or other electronic means that is accepted or requested by the newspaper.

"Annual notice" means a schedule of regular meetings of the public body to be held in the succeeding year noticed pursuant to N.J.S.A. 10:4-8 and 10:4-18. For the purpose of N.J.A.C. 5:39-1.1 et seq., the annual notice may be transmitted through electronic mail to newspapers and persons requesting an annual notice pursuant to N.J.S.A. 10:4-18. If the declared emergency prevents the local public body from mailing an annual notice to individuals requesting notice pursuant to N.J.S.A. 10:4-18, it shall be mailed to individuals for whom the local public body does not have an electronic mail account as soon as practicable.

"Board" or "Board of Education" means a Board of Education or a Board of Trustees of a charter school as defined as a "local public body" or "public body" as per N.J.A.C. 5:39-1.2.



# BYLAW

## LIVINGSTON BOARD OF EDUCATION

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### REMOTE PUBLIC BOARD MEETINGS DURING A DECLARED EMERGENCY (M)

"Declared emergency" means a public health emergency, pursuant to the Emergency Health Powers Act, P.L. 2005, c. 222 (N.J.S.A. 26:13-1 et seq.), or a state of emergency, pursuant to P.L. 1942, c. 251 (N.J.S.A. App.A.9-33 et seq.), or both, or a state of local disaster emergency that has been declared by the Governor and is in effect.

"Electronic notice" means advance notice available to the public via electronic transmission of at least forty eight hours, giving the time, date, location and, to the extent known, the agenda of any regular, special, or rescheduled meeting, which shall accurately state whether formal action may or may not be taken at such meeting.

"Internet" means the international computer network of both Federal and non-Federal interoperable packet switched data networks.

"Live streaming" means the live audio and video transmission of a remote public meeting over the Internet.

"Local public body" means any "public body," as that term is defined in N.J.S.A. 10:4-8, with territorial jurisdiction equal to or less than a county. This term shall include Boards of Education, counties, municipalities, boards and commissions created by one or more counties or municipalities, and any authorities subject to N.J.S.A. 40A:5A-1 et seq., including fire districts and other special districts, along with joint meetings or regional service agencies as defined in N.J.S.A. 40A:65-3.

"Public business" means and includes all matters which relate in any way, directly or indirectly, to the performance of the public body's functions or the conduct of its business.

"Public meeting" means and includes any gathering whether corporeal or by means of communication equipment which is attended by, or open to, all of the members of a public body, held with the intent, on the part of the members of the body present, to discuss or act as a unit upon the specific public business of that body. Meeting does not mean or include any such gathering (1) attended by less than an effective majority of the members of a public body, or (2) attended by or open to all the members of three or more similar public bodies at a convention or similar gathering.

"Remote public meeting" means a public meeting that is conducted by any means of electronic communication equipment permitted pursuant to N.J.A.C. 5:39-1.1 et seq.



## REMOTE PUBLIC BOARD MEETINGS DURING A DECLARED EMERGENCY (M)

C. Circumstances Under Which a Board of Education May Hold a Remote Public Meeting During a Declared Emergency for Conducting Public Business – N.J.A.C. 5:39-1.3

1. In addition to any circumstances under which public meetings held by means of communication equipment may be authorized pursuant to the Open Public Meetings Act, N.J.S.A. 10:4-1 et seq., the Board may hold a remote public meeting to conduct public business during a declared emergency if the emergency reasonably prevents the Board from safely conducting public business at a physical location with members of the public present.
2. If, during a declared emergency, the Board holds a physical meeting in a location where, pursuant to State and/or Federal guidelines meant to mitigate the risk of a contagious infection, the declared emergency necessitates capacity restrictions reducing the number of individuals that can be present in the meeting room to an amount below that reasonably expected for the public meeting by the Board, the Board must either hold the public meeting at another location with adequate capacity for the reasonably expected attendance by the public or hold the public meeting as both an in-person meeting and a remote public meeting.
  - a. As set forth at N.J.A.C. 5:39-1.4(c), no in-person meeting shall proceed if the room capacity does not permit any member of the public to attend.
3. Nothing in N.J.A.C. 5:39-1.3 shall be interpreted to prevent the Board from broadcasting the audio and/or video of, or taking remote public comment during, a public meeting that the public can physically attend without being subject to public health-related capacity restrictions.

D. Minimum Technological and Procedural Requirements for Remote Public Meetings Necessitated by a Declared Emergency – N.J.A.C. 5:39-1.4

1. If a declared emergency requires the Board to hold a remote public meeting to conduct public business, the Board shall use an electronic communications technology that is routinely used in academic, business, and professional settings, and can be accessed by the public at no cost.
  - a. Participant capacity on the selected platform should be consistent with the reasonable expectation of the public body for public



# BYLAW

## LIVINGSTON BOARD OF EDUCATION

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### REMOTE PUBLIC BOARD MEETINGS DURING A DECLARED EMERGENCY (M)

meetings of the type being held and shall not be limited to fewer than fifty public participants (beyond those persons required to conduct business at the meeting).

2. Remote public meetings may be held by means including, but not limited to, audio-only teleconferencing, electronic communications platforms with video and audio, and Internet-accessible technology, such as live-streaming.
  - a. If an electronic communications platform or Internet-accessible technology is being utilized for a remote public meeting, a telephonic conference line shall also be provided to allow members of the public to dial-in by telephone to listen and provide public comment as otherwise required by law.
  - b. The Board shall require members of the public to state, prior to providing public comment, whether they wish to speak and to identify themselves prior to speaking.
3. The Board shall provide the public with similar access to a remote public meeting as members of the Board, staff of the Board, and any individuals seeking one or more approvals from the Board.
  - a. If a remote public meeting is held by audio and video, the public shall also have the opportunity to participate in the meeting in both audio and video capacities.
  - b. The Board meeting held in-person shall not prohibit members of the public from attending in-person.
4. Any remote public meeting where sworn testimony is being taken shall be broadcast by video, as well as by audio.
  - a. All individuals giving sworn testimony at a remote public meeting shall appear by video in addition to audio.
5. Any presentations or documents that would otherwise be viewed or made available to members of the public physically attending the Board meeting shall be made visible on a video broadcast of the remote public meeting or made available on the Internet website or webpage of the entity governed by



## REMOTE PUBLIC BOARD MEETINGS DURING A DECLARED EMERGENCY (M)

the Board, or the Internet website or webpage of the entity responsible for appointing the members of the Board.

- a. If a document would be made available to individual members of the public in hard copy while physically attending the meeting, the document shall be made available in advance of the meeting for download through an internet link appearing either on the meeting notice, or near the posting of the meeting notice, both on the website and at the building where the meeting would otherwise be held.
  - b. If the Board does not have its own website, such documents shall be available upon request ahead of the meeting and provided through an official social media account if one exists.
6. The Board holding a remote public meeting shall allow members of the public to make public comment by audio, or by audio and video, if the remote public meeting is held over both audio and video, during the meeting.
- a. In advance of the remote public meeting, the Board shall allow public comments to be submitted to the Manager of Communications and Community Outreach by electronic mail and in written letter form by a reasonable deadline.
  - b. The Board shall not accept text-based public comment received during a remote public meeting held through an electronic communications platform or Internet-accessible technology. Public comments submitted before the remote public meeting through electronic mail or by written letter shall be read aloud and addressed during the remote public meeting in a manner audible to all meeting participants and the public.
  - c. The Board shall impose a reasonable time limit, where permitted by law, of three minutes on individual public comments and the same limits shall be placed on the reading of written comments. Each comment shall be read from the beginning, until the time limit is reached. The Board may pass over duplicate written comments; however, each duplicate comment shall be noted for the record with the content summarized. If the Board elects to summarize duplicative comments, the Board must not summarize certain



# BYLAW

## LIVINGSTON BOARD OF EDUCATION

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### REMOTE PUBLIC BOARD MEETINGS DURING A DECLARED EMERGENCY (M)

duplicative comments while reading other duplicative comments individually.

7. The electronic communications technology used for a remote public meeting must have a function that allows the Board to mute the audio of all members of the public, as well as allow members of the public to mute themselves.
  - a. Any electronic communications platform or Internet-accessible technology used for a remote public meeting shall also allow the Board to regulate participation by individual members of the public.
  - b. A telephonic audio conference call line must have a queueing or similar function for regulating public comment.
8. Subject to D.5. and D.6. above, the Board shall adopt, by resolution, standard procedures and requirements for public comment made during a remote public meeting, as well as for public comments submitted in writing ahead of the remote public meeting.
  - a. Such procedures and requirements shall include standards of conduct to be followed by members of the public when making comment.
  - b. The procedures and requirements for making public comment, along with an explanation of the audio muting function of the electronic communications platform being used, shall be announced at the beginning of the remote public meeting.
  - c. Regulation of conduct by members of the public on a remote public meeting shall be consistent with law and practices followed if a member of the public disrupts an in-person meeting. The following procedures shall be incorporated:
    - (1) The Board shall facilitate a dialogue with the commenter to the extent permitted by the electronic communications technology;
    - (2) If a member of the public becomes disruptive during a remote public meeting, including during any period for public comment, the member of the Board charged with running the remote public meeting shall mute or continue muting, or



## REMOTE PUBLIC BOARD MEETINGS DURING A DECLARED EMERGENCY (M)

direct appropriate staff to mute or continue muting, the disruptive member of the public and warn that continued disruption may result in being prevented from speaking during the remote public meeting or removed from the remote public meeting.

(a) Disruptive conduct includes sustained inappropriate behaviors, such as, but not necessarily limited to, shouting, interruption, and use of profanity.

(3) A member of the public who continues to act in a disruptive manner after receiving an initial warning may be muted while other members of the public are allowed to proceed with their questions or comments.

(a) If time permits, the disruptive individual shall be allowed to speak after all other members of the public have been given the opportunity to make their comment. Should the person remain disruptive, the individual may be muted or kept on mute for the remainder of the remote public meeting, or removed from the remote public meeting.

9. Electronic communications platforms and Internet-accessible technologies used for remote public meetings shall be hosted on FedRAMP Moderate Impact Level Authorized dedicated servers or in a FedRAMP Moderate Impact Level Authorized Cloud, unless the host of the dedicated servers or cloud provides annual evidence of satisfactory cybersecurity internal controls through a SOC2 audit report.

a. When using cloud services, the technology vendor shall check provider credentials and contracts to ensure FedRAMP Moderate Impact compliance unless annual evidence of satisfactory internal controls is provided through a SOC2 audit report.

E. Notice of Remote Public Meetings; Statement in Minutes – N.J.A.C. 5:39-1.5

1. Adequate notice of a remote public meeting must include, in addition to the content required pursuant to N.J.S.A. 10:4-8, clear and concise instructions



## REMOTE PUBLIC BOARD MEETINGS DURING A DECLARED EMERGENCY (M)

for accessing the remote public meeting, the means for making public comment, and where relevant documents, if any, will be made available.

2. In addition to adequate notice, the Board shall also provide electronic notice of a remote public meeting, except as may be permitted pursuant to N.J.S.A. 10:4-9.3 and E.3. below.
  - a. The electronic notice shall contain the content required pursuant to N.J.S.A. 10:4-8 and 10:4-9.1 and E.1. above, and shall be posted on the Internet website or webpage of Board and/or school district, or the entity responsible for appointing the members of the Board.
    - (1) If the Board does not have a website, electronic notice shall be provided on an official social media platform of the Board; however, electronic notice is not required if the Board does not have an internet presence.
    - (2) Unless otherwise prohibited by the declared emergency, the content of the electronic notice shall also be posted on the main access door of the building where the public would routinely attend public meetings of the Board in-person. The notice must be viewable from the outside.
3. If during a declared emergency the Board elects to issue electronic notice of a remote public meeting in lieu of, rather than in addition to, adequate public notice, as permitted pursuant to N.J.S.A. 10:4-9.3, the Board shall limit public business discussed or effectuated at the meeting to matters:
  - a. Necessary for the continuing operation of government and which relate to the emergency declaration connected with the declared emergency; or
  - b. Requiring decision during the remote public meeting due to imminent time constraints.
4. Nothing in N.J.A.C. 5:39-1.5 prohibits the Board from holding a remote public meeting, notwithstanding the failure to provide adequate notice and electronic notice where permitted pursuant to N.J.S.A. 10:4-9.



## REMOTE PUBLIC BOARD MEETINGS DURING A DECLARED EMERGENCY (M)

5. If the Board expects to conduct remote public meetings for a series of regularly scheduled meetings advertised in its annual notice, the annual notice shall be revised at least seven days prior to the next regularly scheduled meeting, indicating which meeting(s) will be held as a remote public meeting and shall contain clear and concise instructions for accessing those remote public meetings, the means for making public comment, and where relevant documents, if any, will be made available.
  - a. In addition to the means of notice transmission required pursuant to N.J.S.A. 10:4-18, the revised annual notice shall be posted on the Internet website or webpage of the Board and/or school district, or the entity responsible for appointing the members of the Board.
  - b. If the Board does not have its own website, the revised notice shall be provided on an official social media platform unless the Board does not have an Internet presence.
  - c. Unless otherwise prohibited by the declared emergency, the content of the electronic notice shall also be posted on the door of the main public entrance to the building where the public would routinely attend public meetings held by the Board.
    - (1) Notice must also be posted on the door for any designated and clearly delineated handicap accessible entrance. These notices must be viewable from the outside.
6. If a previously scheduled Board meeting was to allow public attendance without a public health-related restriction as to capacity, but the Board intends to hold the same meeting as a remote public meeting due to a declared emergency and the change is not reflected in a revised annual notice issued pursuant to E.5. above, the Board shall issue adequate and electronic notice for said meeting pursuant to E.1. and E.2. above as if the meeting were not included in the annual notice.
7. At the commencement of every remote public meeting of the Board, the person presiding shall announce publicly, and shall cause to be entered in the minutes of the meeting, an accurate statement to the effect that:



# BYLAW

## LIVINGSTON BOARD OF EDUCATION

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### REMOTE PUBLIC BOARD MEETINGS DURING A DECLARED EMERGENCY (M)

- a. Both adequate and electronic notice of the meeting has been provided, specifying the time, place, and manner in which such notice was provided;
- b. Only electronic notice of the meeting has been provided, specifying the time, place, and manner in which such notice was provided, and that discussion and effectuation of public business shall be limited to only those matters:
  - (1) Necessary for the continuing operation of government and that relate to the applicable emergency declaration; or
  - (2) Requiring decision during the remote public meeting due to imminent time constraints; or
- c. That adequate notice and electronic notice was not provided, in which case such announcement shall state:
  - (1) The reason(s) why the matter(s) discussed are of such urgency and importance, as contemplated pursuant to N.J.S.A. 10:4-9(b)(1), and the nature of the substantial harm to the public interest likely to result from a delay in the holding of the meeting;
  - (2) That the remote public meeting will be limited to discussion of, and acting with respect to, such matters of urgency and importance;
  - (3) The time, place, and manner in which notice of the meeting was provided; and
  - (4) Either that the need for such meeting could not reasonably have been foreseen at a time when adequate notice and/or electronic notice could have been provided, in which event, such announcement shall specify the reason why such need could not reasonably have been foreseen; or that such need could reasonably have been foreseen at a time when adequate notice and/or electronic notice could have been provided, but such notice was not provided, in which event the



## REMOTE PUBLIC BOARD MEETINGS DURING A DECLARED EMERGENCY (M)

announcement shall specify the reason why adequate notice and/or electronic notice was not provided.

8. Where the Board is required by law to provide a meeting agenda, or otherwise provides a meeting agenda by practice at its regularly scheduled meetings, prior to the commencement of the remote public meeting, the Board shall also make a copy of the agenda available to the public for download through an Internet link appearing either on the meeting notice, or near the posting of the meeting notice on the website.
  - a. The notice shall also be posted at the building where the meeting would otherwise be held prior to the commencement of the remote public meeting.

### F. Executive or Closed Session During Remote Public Meetings

1. A Board entering into an executive or closed session shall ensure that audio or video of the session cannot be accessed, except by those individuals that are participating in the session.
  - a. A separate non-public conference line or e-platform session may be employed for this purpose.
2. The secretary of the Board should take roll call with each individual affirmatively identifying themselves prior to commencing the closed session.
3. If a closed session is held through a telephonic conference call a separate call-in line should be made available to ensure confidentiality.
4. For closed sessions during remote public meetings held through video conferencing, audio recording should be muted and video recording blocked by a graphic labeled "Executive Session".
5. As with in-person meetings, the Board shall have read into the record the reason(s) for entering into executive session.

N.J.A.C. 5:39-1.1 et seq.



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REMOTE PUBLIC BOARD MEETINGS DURING A DECLARED EMERGENCY (M)

Adopted:



## 1643 – FAMILY LEAVE (M)

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

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

### A. New Jersey Family Leave Act

#### 1. Definitions Relative to New Jersey Family Leave Act

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

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

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

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

“Family member” means a child, parent, parent-in-law, sibling, grandparent, grandchild, spouse, domestic partner, or one partner in a civil union couple, or any other individual related by blood to a staff member,



and any other individual that a staff member shows to have a close association with a staff member which is the equivalent of a family relationship.

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

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

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

- a. Inpatient care in a hospital, hospice, or residential medical care facility; or
- b. Continuing medical treatment or continuing supervision by a health care provider.

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

- a. A period of incapacity (that is, inability to work, attend school, or perform regular daily activities due to a serious health condition, treatment therefore, and recovery therefrom) of more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
  - (1) Treatment two or more times by a health care provider; or
  - (2) Treatment by a health care provider on one occasion which results in a regimen of continuing treatment under the supervision of a health care provider;



- b. Any period of incapacity due to pregnancy, or for prenatal care;
- c. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition;
- d. A period of incapacity, which is permanent or long-term, due to a condition for which treatment may not be effective (such as Alzheimer's disease, a severe stroke, or the terminal stages of a disease) where the individual is under continuing supervision of, but need not be receiving active treatment by, a health care provider; or
- e. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

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

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

## 2. Reasons for NJFLA Leave

- a. A staff member may take NJFLA leave to provide care made necessary by reason of:
  - (1) The birth of a child of the staff member, including a child born pursuant to a valid written agreement between the staff member and the gestational carrier;



- (2) The placement of a child into foster care with the staff member or in connection with adoption of such child by a staff member;
- (3) The serious health condition of a family member of the staff member; or
- (4) A state of emergency declared by the Governor of New Jersey, or when indicated to be needed by the Commissioner of Health – New Jersey Department of Health or other public health authority, an epidemic or communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of a communicable disease which:
  - (a) Requires in-home care or treatment of a child due to the closure of the school or place of care of the child of a staff member, by order of a public official due to the epidemic or other public health emergency;
  - (b) Prompts the issuance by a public health authority of a determination, including by mandatory quarantine, requiring or imposing responsive or prophylactic measures as a result of illness caused by an epidemic of a communicable disease or known or suspected exposure to the communicable disease because the presence in the community of a family member in need of care by a staff member would jeopardize the health of others; or
  - (c) Results in the recommendation of a health care provider or public health authority, that a family member in need of care by a staff member voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community of that family member in need of care by a staff member, would jeopardize the health of others.



3. Staff Member Eligibility

- a. NJFLA leave may be taken for up to twelve weeks within any twenty-four month period. The NJFLA leave shall be paid or unpaid with benefits subject to contributions required to be made by the staff member.
- b. A staff member is eligible for NJFLA leave if a staff member is employed by the same Board for twelve months or more, and has worked 1,000 or more base hours during the preceding twelve month period.
- c. The method to determine the twenty-four month period in which the twelve weeks of NJFLA leave entitlement occurs shall be a “rolling” twenty-four month period measured backward from the date a staff member uses any leave under NJFLA.
- d. This Policy shall serve as notice to all staff members of the method chosen in A.3.c. above. This method shall be applied consistently and uniformly to all staff members.
  - (1) If the Board transitions to another method, the Board is required to give at least sixty days’ notice to all staff members and the transition must take place in such a way that staff members retain their full benefit of twelve weeks of NJFLA leave under whichever method affords the greatest benefit to a staff member.
- e. The Board shall grant NJFLA leave to more than one staff member from the same family (for example, a husband and a wife, or a brother and a sister) at the same time, provided such staff members are otherwise eligible for NJFLA leave.
- f. The fact that a holiday may occur within the week taken by a staff member as NJFLA leave has no effect and the week is counted as a week of NJFLA leave.
  - (1) However, if a staff member is out on NJFLA leave and the staff member is not regularly scheduled to work for one or more weeks, the weeks the staff member is not regularly



scheduled to work do not count against their NJFLA leave entitlement.

4. Types of NJFLA Leave

- a. Staff members are required to provide notice in writing for any NJFLA leave requested. In emergent circumstances, a staff member may provide the Board with oral notice when written notice is impracticable.
  - (1) Staff members must provide the Board written notice after submitting oral notice in emergent circumstances.
- b. Consecutive NJFLA leave is NJFLA leave that is taken without interruption based upon a staff member's regular work schedule and does not include breaks in employment in which a staff member is not regularly scheduled to work.
  - (1) A staff member must provide the Board with notice of consecutive NJFLA leave no later than thirty days prior to the commencement of consecutive NJFLA leave, except where emergent circumstances warrant shorter notice.
  - (2) A staff member shall provide the Board with certification pursuant to A.5. below.
- c. Intermittent NJFLA leave is NJFLA leave due to a single qualifying reason, taken in separate periods of time, broken up by periods in which the staff member returns to work.
  - (1) A staff member is entitled to take NJFLA leave intermittently for the birth of a child of the staff member, including a child born pursuant to a valid written agreement between the staff member and a gestational carrier or the placement of a child into foster care with the staff member or in connection with adoption of such child by the staff member.



- (a) The staff member shall provide the Board with prior notice of not less than fifteen calendar days before the first day on which NJFLI benefits are paid for the intermittent NJFLA leave, unless an emergency or other unforeseen circumstance precludes prior notice.
  - (b) The staff member shall make a reasonable effort to schedule the intermittent NJFLA leave so as not to unduly disrupt the operations of the Board and, if possible, provide the Board, prior to the commencement of intermittent NJFLA leave, with a regular schedule of the days or days of the week on which the intermittent NJFLA leave will be taken.
  - (c) A staff member shall provide the Board with certification for intermittent NJFLA leave pursuant to A.5.b. below.
- (2) The staff member is entitled to take intermittent NJFLA leave for the serious health condition of a family member of the staff member when medically necessary if:
- (a) The total time which the intermittent NJFLA leave is taken does not exceed twelve months if taken in connection with a single serious health condition. If the intermittent NJFLA leave is taken in connection with more than one serious health condition, the intermittent NJFLA leave must be taken within a consecutive twenty-four month period or until such time the twelve week NJFLA leave is exhausted, whichever is shorter;
  - (b) The staff member provides the Board with prior notice of not less than fifteen calendar days before the first day on which benefits are paid for the intermittent NJFLA leave.
    - (i) The staff member may provide notice less than fifteen days prior to the intermittent



NJFLA leave if an emergency or other unforeseen circumstance precludes prior notice;

- (c) The staff member makes a reasonable effort to schedule the intermittent NJFLA leave so as not to unduly disrupt the operations of the school district and, if possible, provide the school district, prior to the commencement of intermittent NJFLA leave, with a regular schedule of the days or days of the week on which the intermittent NJFLA leave will be taken; and
  - (d) The staff member provides the Board with a copy of the certification outlined in A.5.c. below.
- (3) In the case of NJFLA leave taken due to an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of the communicable disease, the NJFLA leave may only be taken intermittently if:
- (a) The staff member provides the Board with prior notice of the intermittent NJFLA leave as soon as practicable;
  - (b) The staff member makes a reasonable effort to schedule the NJFLA leave so as not to unduly disrupt the operations of the school district and, if possible, provide the school district prior to the commencement of the intermittent NJFLA leave, with a regular schedule of the day or days of the week on which the intermittent NJFLA leave will be taken; and
  - (c) A staff member provides the Board with a copy of the certification outlined in A.5.d. below.
- (4) Intermittent leave taken on a reduced leave schedule is NJFLA leave due to a single qualifying reason, that is



scheduled for fewer than a staff member's usual number of hours worked per workweek, but not for fewer than a staff member's usual number of hours worked per workday and may only be taken to care for the serious health condition of a family member of a staff member when medically necessary, except that:

- (a) A staff member shall not be entitled to intermittent NJFLA leave on a reduced leave schedule for a period exceeding twelve consecutive months for any one period of NJFLA leave;
  - (b) The staff member must provide the Board with prior notice of the intermittent NJFLA leave on a reduced leave schedule as soon as practicable;
  - (c) A staff member shall make a reasonable effort to schedule intermittent NJFLA leave on a reduced leave schedule so as not to disrupt unduly the operations of the school district. A staff member shall provide the school district with prior notice of the care, medical treatment, or continuing supervision by a health care provider necessary due to a serious health condition of a family member, in a manner which is reasonable and practicable; and
  - (d) A staff member must provide the Board with a copy of the certification outlined in A.5.c. below.
- d. NJFLA leave taken because of the birth or placement for adoption of a child of the staff member may commence at any time within a year after the date of the foster care placement, birth, or placement for adoption.
- e. A staff member shall not, during any period of NJFLA leave, perform services on a full-time basis for any person for whom a staff member did not provide those services immediately prior to commencement of the NJFLA leave.



- (1) A staff member on NJFLA leave may not engage in other full-time employment during the term of the NJFLA leave, unless such employment commenced prior to the NJFLA leave and is not otherwise prohibited by law.
- (2) During the term of NJFLA leave a staff member may commence part-time employment which shall not exceed half the regularly scheduled hours worked for the Board from whom a staff member requested NJFLA leave. A staff member may continue part-time employment which commenced prior to a staff member's NJFLA leave, at the same number of hours that a staff member was regularly scheduled prior to such NJFLA leave.
- (3) The Board may not maintain a policy or practice which prohibits part-time employment during the course of a NJFLA leave.

## 5. Certification

- a. The Board shall require a staff member who requests NJFLA leave to sign a form of certification established by the Board attesting that such staff member is taking NJFLA leave in accordance with the law.
  - (1) The Board may not require a staff member to sign or otherwise submit a form of certification attesting to additional facts, including a staff member's eligibility for NJFLA leave.
  - (2) The Board may subject a staff member to reasonable disciplinary measures, depending on the circumstances, when a staff member intentionally misrepresents the reason that such staff member is taking NJFLA leave.
  - (3) The form of certification established by the Board shall contain a statement warning a staff member of the consequences of refusing to sign the certification or falsely certifying. Any staff member who refuses to sign the



certification established by the Board may be denied the requested NJFLA leave.

- (4) The Board requires that any period of NJFLA leave be supported by certification issued by a health care provider.
- b. Where the certification, issued by the health care provider, is for the birth of a child of a staff member, including a child born pursuant to a valid written agreement between the staff member and a gestational carrier or the placement of a child into foster care with the staff member or in connection with adoption of such child by the staff member, the certification need only state the date of birth or date of placement, whichever is appropriate.
- c. Any period of NJFLA leave for the serious health condition of a family member of a staff member shall be supported by certification provided by a health care provider. The certification shall be sufficient if it states:
  - (1) The date, if known, on which the serious health condition commenced;
  - (2) The probable duration of the condition;
  - (3) The medical facts within the knowledge of the provider of the certification regarding the condition;
  - (4) The serious health condition warrants the participation of the staff member in providing health care to the family member, as provided in the "Family Leave Act," P.L. 1989, c.261 (C.34:11B-1 et seq.) and regulations adopted pursuant to the NJFLA;
  - (5) An estimate of the amount of time the staff member is needed for participation in the care of the family member;
  - (6) If the NJFLA leave is intermittent, a statement of the medical necessity for the intermittent NJFLA leave and the expected duration of the intermittent NJFLA leave; and



- (7) If NJFLA leave is intermittent and for planned medical treatment, the dates of the treatment.
- d. In any case in which the Board has reason to doubt the validity of the certification provided pursuant to A.5.c. above, the Board may require, at its own expense, that a staff member obtain an opinion regarding the serious health condition from a second health care provider designated or approved, but not employed on a regular basis, by the Board. If the second opinion differs from the certification provided pursuant to A.5.c. above, the Board may require, at its own expense, that a staff member obtain the opinion of a third health care provider designated or approved jointly by the Board and a staff member concerning the serious health condition. The opinion of the third health care provider shall be considered to be final and shall be binding on the Board and a staff member.
- e. Where the certification is for an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent the spread of the communicable disease, the certification shall be sufficient if it includes:
  - (1) For NJFLA leave taken to provide in-home care or treatment of a child due to the closure of the school or place of care of the child of a staff member, by order of a public official due to the epidemic or other public health emergency, the date on which the closure of the school or place of care of the child of a staff member commenced and the reason for such closure;
  - (2) For NJFLA leave taken due to a public health authority's issuance of a determination requiring or imposing responsive or prophylactic measures as a result of illness caused by an epidemic of a communicable disease or known or suspected exposure to the communicable disease because the presence in the community of a family member in need of care by a staff member would jeopardize the health of others, the date of issuance of the determination, and the probable duration of the determination; or



- (3) For NJFLA leave taken because a health care provider or public health authority recommends that a family member in need of care by a staff member voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community of that family member in need of care by a staff member would jeopardize the health of others, the date of the recommendation, the probable duration of the condition, and the medical or other facts within the health care provider or public health authority's knowledge regarding the condition.
  - f. The Board shall not use the certification requirements as outlined in A.5. to intimidate, harass, or otherwise discourage a staff member from requesting or taking NJFLA leave or asserting any of a staff member's rights to NJFLA leave.
6. Denial or Exemption of NJFLA Leave
- a. Denial of NJFLA Leave
    - (1) The Board may deny NJFLA leave to a staff member if:
      - (a) A staff member is a salaried staff member who is among the highest paid 5% of the Board's staff members or the seven highest paid staff members of the Board, whichever is greater;
      - (b) The denial is necessary to prevent substantial and grievous economic injury to the Board's operations; and
      - (c) The Board notifies a staff member of its intent to deny the NJFLA leave at the time the Board determines that the denial is necessary.
    - (2) The provisions of A.6.a.(1) above shall not apply when, in the event of a state of emergency declared by the Governor of New Jersey or when indicated to be needed by the Commissioner of Health – New Jersey Department of



Health or other public health authority, the NJFLA leave is for an epidemic of a communicable disease, a known or suspected exposure to a communicable disease, or efforts to prevent spread of a communicable disease.

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

## 7. Reinstatement from NJFLA Leave

- a. Upon the expiration of a NJFLA leave, a staff member shall be restored to the position such staff member held immediately prior to the commencement of the NJFLA leave. If such position has been filled, the Board shall reinstate such staff member to an equivalent position of like seniority, status, employment benefits, pay, and other terms and conditions of employment.
- b. If, during NJFLA leave, the Board experiences a reduction in force or layoff and a staff member would have lost their position had a staff member not been on NJFLA leave, as a result of the reduction in force or pursuant to the good faith operation of a bona fide layoff and recall system including a system under a collective bargaining agreement where applicable, a staff member shall not be entitled to reinstatement to the former or an equivalent position. A staff member shall retain all rights under any applicable layoff and recall system, including a system under a collective bargaining agreement, as if a staff member had not taken the NJFLA leave.

## 8. Notice to Staff Members

- a. The Board shall display the official Family Leave Act poster of the Division on Civil Rights in the New Jersey Department of Law and Public Safety (Division) in accordance with N.J.A.C. 13:8-2.2. The poster is available for printing from the Division's website.
- b. Access to and/or distribution of this Policy shall serve as school district notice to staff members of their rights pursuant to N.J.A.C. 13:14-1.14.



9. Local Board of Education Practices
  - a. Accrued Paid NJFLA Leave
    - (1) Whether a staff member is required to use any other accrued leave time concurrent with NJFLA leave time will depend upon either the school district's practice or a provision in a collective bargaining agreement, if applicable.
      - (a) Sick leave may only be used concurrently with the NJFLA leave in accordance with the provisions of N.J.S.A. 18A:30-1 and N.J.S.A. 34:11B-3.
  - b. Multiple Leaves of Absence
    - (1) Where a Board maintains leaves of absence which provide benefits, other than health benefits, that differ depending upon the type of leave taken, the Board shall provide those benefits to a staff member on NJFLA leave in the same manner as it provides benefits to staff members who are granted other leaves of absence which most closely resemble NJFLA leave.
10. New Jersey Family Leave Insurance Program (NJFLI)
  - a. Board of Education staff members are eligible to apply for benefits under the NJFLI Program administered by the State of New Jersey Department of Labor and Workforce Development.
  - b. All applications for benefits under the NJFLI Program must be filed directly with the State of New Jersey Department of Labor and Workforce Development. The eligibility requirements, wage requirements, benefit duration and amounts, and benefit limitations shall be in accordance with the provisions of the NJFLI Program as administered by the State of New Jersey Department of Labor and Workforce Development. A formal appeal may be submitted to the State of New Jersey Department of Labor and Workforce



Development if an employee or the Board disagrees with a determination on a claim.

- c. The NJFLI Program provides eligible individuals a monetary benefit and not a leave benefit. The school district administrative and related staff will comply with the State of New Jersey Department of Labor and Workforce Development requests for information in accordance with the provisions of N.J.A.C. 12:21-3.9.
- d. A printed notification of staff members' rights relative to the receipt of benefits under the NJFLI Program will be posted in each of the school district worksites and in a place or places accessible to all employees at the worksite.
- e. Each staff member shall receive a copy of this notification in writing at the time of the staff member's hiring, whenever the staff member provides written notice to the Superintendent of their intention to apply for benefits under the NJFLI Program, or at any time upon the first request of the staff member.
  - (1) The written notification may be transmitted to the staff member in electronic form.
  - (2) Access to and/or distribution of this Policy shall serve as school district notice to staff members of their rights under the NJFLI Program.

## B. Federal Family and Medical Leave Act

### 1. Definitions Relative to Federal Family and Medical Leave Act

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

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

"Hours of Service" means hours actually worked by the employee. It does not mean hours paid. Thus, non-working time – such as vacations,



holidays, furloughs, sick leave, or other time-off (paid or otherwise) – does not count for purposes of calculating FMLA eligibility for the employee.

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

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

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

“Spouse” means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under State law in the State in which the marriage was entered into or, in the case of a marriage entered into outside of any State, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This definition includes an individual in a same-sex marriage or common law marriage.

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

## 2. Qualifying Reasons for FMLA Leave

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

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



- (2) For the placement of a son or daughter with a staff member for adoption or foster care;
    - (3) In order to care for the spouse, son, daughter, or parent of a staff member if such spouse, son, daughter, or parent has a serious health condition;
    - (4) For a serious health condition that makes a staff member unable to perform the functions of the position of such staff member.
  - b. FMLA leave taken in relation to military service shall be in accordance with 29 CFR §825.112.
  - c. Entitlement to FMLA leave taken for the birth of a son or daughter or placement of a son or daughter with a staff member for adoption or foster care shall expire at the end of the twelve month period beginning on the date of such birth or placement.
- 3. Staff Member Eligibility
  - a. A staff member is eligible for up to twelve weeks of FMLA leave in a twelve month period.
  - b. A staff member shall become eligible for FMLA leave after the staff member has been employed at least twelve months by the Board and employed for at least 1,250 hours of service during the twelve month period immediately preceding the commencement of the FMLA leave.
    - (1) The twelve months a staff member must have been employed need not be consecutive months pursuant to 29 CFR §825.110(b).
    - (2) The minimum 1,250 hours of service shall be determined according to the principles established under the Fair Labor Standards Act (FLSA) for determining compensable hours of work pursuant to 29 CFR §785.



- (3) The Board shall not provide pay for FMLA leave.
  - c. The method to determine the twelve month period in which the twelve weeks of FMLA leave entitlement occurs will be a “rolling” twelve month period measured backward from the date a staff member uses any FMLA leave.
  - d. Pursuant to 29 CFR §825.201, a husband and wife both employed by the Board are limited to a combined total of twelve weeks of FMLA leave during the twelve month period if the FMLA leave is taken for the birth of a son or daughter of a staff member or to care for such son or daughter after birth; for placement of a son or daughter with a staff member for adoption or foster care or in order to care for the son or daughter after placement; or to care for a staff member’s parent with a serious health condition.
4. Types of FMLA leave
- a. Continuous FMLA leave is taken by staff members for a continuous period of time. Such FMLA leave is not broken up by a period of work and is continuous when a staff member is absent for three consecutive working days or more. Continuous FMLA leave may be taken for any qualifying reason.
  - b. Intermittent FMLA leave is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced FMLA leave schedule is a FMLA leave schedule that reduces a staff member’s usual number of working hours per workweek, or hours per workday. A reduced FMLA leave schedule is a change in a staff member’s schedule for a period of time, normally from full-time to part-time.
- (1) Intermittent or reduced FMLA leave may be taken for the following qualifying reasons:
    - (a) For the serious health condition of the staff member or to care for a parent, son, or daughter with a serious health condition.



- (i) For intermittent FMLA leave or FMLA leave on a reduced FMLA leave schedule taken for the reason outlined in B.4.b.(1)(a) above there must be a medical need for FMLA leave and it must be that such medical need can be best accommodated through an intermittent or reduced FMLA leave schedule.
  - (ii) The treatment regimen and other information described in the certification of a serious health condition and in the certification of a serious injury or illness, shall address the medical necessity of intermittent FMLA leave or FMLA leave on a reduced FMLA leave schedule.
  - (iii) Intermittent FMLA leave may be taken for a serious health condition of a parent, son, or daughter, for a staff member's own serious health condition, which requires treatment by a health care provider periodically, rather than for one continuous period of time, and may include FMLA leave of periods from an hour or more to several weeks.
- (b) For planned and/or unanticipated medical treatment of a serious health condition when medically necessary.
  - (c) To provide care or psychological comfort to a covered family member with a serious health condition when medically necessary.
  - (d) For absences where a staff member or family member is incapacitated or unable to perform the essential functions of the position because of a chronic serious health condition even if he or she does not receive treatment by a health care provider.



- (e) For FMLA leave taken after the birth of a healthy child or placement of a healthy child for adoption or foster care, only if the Board agrees.
  - (i) The Board's agreement is not required; however, for FMLA leave during which the mother has a serious health condition in connection with the birth of her child or if the newborn child has a serious health condition.
- (2) If a staff member needs FMLA leave intermittently or on a reduced FMLA leave schedule for planned medical treatment, then a staff member must make a reasonable effort to schedule the treatment so as not to disrupt unduly the Board's operations.
- (3) When a staff member takes FMLA leave on an intermittent or reduced FMLA leave schedule basis, the Board must account for the FMLA leave using an increment no greater than the shortest period of time that the Board uses to account for use of other forms of leave provided that it is not greater than one hour and provided further that a staff member's FMLA leave entitlement may not be reduced by more than the amount of FMLA leave actually taken.
  - (a) If the Board accounts for use of leave in varying increments at different times of the day or shift, the Board may not account for FMLA leave in a larger increment than the shortest period used to account for other leave during the period in which the FMLA leave is taken.
  - (b) If the Board accounts for other forms of leave use in increments greater than one hour, the Board must account for FMLA leave use in increments no greater than one hour.

## 5. Staff Member Notice Requirements



- a. A staff member eligible for FMLA leave must give at least a thirty day written advance notice to the Superintendent or designee if the need for the FMLA leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of a staff member or a family member.
  - (1) If thirty days is not practical, a staff member must provide notice "as soon as practicable" which means as soon as both possible and practical, taking into account all the facts and circumstances in the individual case.
  - (2) Where it is not possible to give as much as thirty days' notice, "as soon as practical" ordinarily would mean at least verbal notification to the Superintendent or designee within one or two business days or when the need for FMLA leave becomes known to a staff member.
  - (3) The written notice shall include the reasons for the FMLA leave, the anticipated duration of the FMLA leave, and the anticipated start of the FMLA leave.
  - (4) When planning medical treatment, a staff member must consult with the Superintendent or designee and make a reasonable effort to schedule the FMLA leave so as not to unduly disrupt the educational program, subject to the approval of the health care provider.
    - (a) Staff members are ordinarily expected to consult with the Superintendent or designee prior to scheduling of treatment that would require FMLA leave for a schedule that best suits the needs of the Board and a staff member.
  - (5) Intermittent FMLA leave or FMLA leave on a reduced FMLA leave schedule must be medically necessary due to a serious health condition or a serious injury or illness. A staff member shall advise the Board of the reasons why the intermittent/reduced FMLA leave schedule is necessary and of the schedule for treatment, if applicable.



- (a) A staff member and the Board shall attempt to work out a schedule for such FMLA leave that meets a staff member's needs without unduly disrupting the Board's operations, subject to the approval of the health care provider.
    - (6) Where a staff member does not comply with the Board's usual notice and procedural requirements, and no unusual circumstances justify the failure to comply, FMLA-protected leave may be delayed or denied.
  - b. When the approximate timing of the need for FMLA leave is not foreseeable, a staff member should give notice to the Superintendent or designee for FMLA leave as soon as practicable under the facts and circumstances of the particular case.
    - (1) It is expected a staff member will give notice to the Superintendent or designee within no more than one or two business days of learning of the need for FMLA leave, except in extraordinary circumstances where such notice is not foreseeable.
    - (2) A staff member should provide notice to the Board either in person, by telephone, telegraph, fax machine, email, or other electronic means.
6. Outside Employment During FMLA Leave
- a. A staff member during any period of FMLA leave is prohibited from performing any services on a full-time basis for any person for whom a staff member did not provide services immediately prior to commencement of the FMLA leave.
    - (1) A staff member using FMLA leave may commence part-time employment that shall not exceed half the regularly scheduled hours worked for the Board.
    - (2) A staff member may continue the part-time employment that commenced prior to the FMLA leave at the same



number of hours that a staff member was regularly scheduled prior to such FMLA leave.

7. “Instructional Employees” Exceptions for FMLA Leave
  - a. “Instructional Employees” are those staff members whose principal function is to teach and instruct students in class, a small group, or in an individual setting. This term includes teachers, athletic coaches, driving instructors, and special education assistants, such as signers for the hearing impaired.
    - (1) Teacher assistants or aides who do not have as their principal job actual teaching or instructing, guidance counselors, child study team members, curriculum specialists, cafeteria workers, maintenance workers, and/or bus drivers are not considered instructional staff members for the purposes of this Policy.
    - (2) For purposes of this Policy “Instructional Employees” shall be referred to as “Instructional Staff Members”.
  - b. “Semester” means the school semester that typically ends near the end of the calendar year and the end of the spring each school year. The Board can have no more than two semesters in a school year.
  - c. FMLA leave taken at the end of the school year and continues into the beginning of the next school year is considered consecutive FMLA leave.
  - d. Eligible instructional staff members that need intermittent or reduced FMLA leave to care for a family member or for a staff member’s own serious health condition which is foreseeable based on planned medical treatment and would be on FMLA leave more than twenty percent of the total number of working days over the period the FMLA leave would extend, the Board may:
    - (1) Require a staff member to take the FMLA leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or



- (2) Transfer a staff member temporarily to an available alternative position for which a staff member is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of FMLA leave than does a staff member's regular position.
- e. If the instructional staff member does not give the required notice for FMLA leave that is foreseeable and desires the FMLA leave to be taken intermittently or on a reduced FMLA leave schedule, the Board may require a staff member to take FMLA leave of a particular duration, or to transfer temporarily to an alternative position. Alternatively, the Board may require a staff member to delay taking the FMLA leave until the notice provision is met.
- f. If an instructional staff member begins FMLA leave more than five weeks before the end of the school year, the Board may require a staff member to continue taking FMLA leave until the end of the semester if:
  - (1) The FMLA leave will last three weeks; and
  - (2) A staff member would return to work during the three-week period before the end of the semester.
- g. If an instructional staff member begins FMLA leave for a purpose other than a staff member's own serious health condition during the five week period before the end of the semester, the Board may require a staff member to continue taking FMLA leave until the end of the semester if:
  - (1) The FMLA leave will last more than two weeks; and
  - (2) The staff member would return to work during the two week period before the end of the semester.
- h. If an instructional staff member begins FMLA leave for a purpose other than a staff member's own serious health condition during the three week period before the end of a semester, the Board may require a staff member to continue taking FMLA leave until the



end of the semester if the FMLA leave will last more than five working days.

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

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

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

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

- (1) The Board shall be required to maintain a staff member's group health insurance; and
  - (2) The Board shall be required to restore a staff member to the same or equivalent job including other benefits at the conclusion of the leave.

## 8. FMLA Leave Related to Military Service

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

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

- (1) The district must grant an eligible staff member up to twelve work weeks of unpaid, job-protected FMLA leave during any twelve month period for qualifying exigencies that arise when the staff member's spouse, child, or parent



is on covered active duty, or has been notified of an impending call or order to covered active duty.

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

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

## 9. Verification

- a. The Board shall require that a staff member's FMLA leave to care for a staff member's covered family member with a serious health condition, or due to a staff member's own serious health condition that makes a staff member unable to perform one or more of the essential functions of a staff member's position, be supported by a certification issued by the health care provider of a staff member or a staff member's family member.

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

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

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

- (2) A staff member must provide the requested certification to the Board within fifteen calendar days after the Board's request, unless it is not practicable under the particular



circumstances to do so despite a staff member's diligent, good faith efforts or the Board provides more than fifteen calendar days to return the requested certification.

- c. When FMLA leave is taken because of a staff member's own serious health condition, or the serious health condition of a family member, the Board shall require a staff member to obtain a medical certification from a health care provider that sets forth the following information:
- (1) The name, address, telephone number, and fax number of the health care provider and type of medical practice/specialization;
  - (2) The approximate date on which the serious health condition commenced, and its probable duration;
  - (3) A statement or description of appropriate medical facts regarding the patient's health condition for which FMLA leave is requested. The medical facts must be sufficient to support the need for FMLA leave.
    - (a) Such medical facts may include information on symptoms, diagnosis, hospitalization, doctor visits, whether medication has been prescribed, any referrals for evaluation or treatment (physical therapy, for example), or any other regimen of continuing treatment;
  - (4) If a staff member is the patient, information sufficient to establish that a staff member cannot perform the essential functions of a staff member's job as well as the nature of any other work restrictions, and the likely duration of such inability;
  - (5) If the patient is a covered family member with a serious health condition, information sufficient to establish that the family member is in need of care, and an estimate of the frequency and duration of the FMLA leave required to care for the family member;



- (6) If a staff member requests FMLA leave on an intermittent or reduced schedule basis for planned medical treatment of a staff member's or a covered family member's serious health condition, information sufficient to establish the medical necessity for such intermittent or reduced schedule FMLA leave and an estimate of the dates and duration of such treatments and any periods of recovery;
  - (7) If a staff member requests FMLA leave on an intermittent or reduced schedule basis for a staff member's serious health condition, including pregnancy, that may result in unforeseeable episodes of incapacity, information sufficient to establish the medical necessity for such intermittent or reduced schedule FMLA leave and an estimate of the frequency and duration of the episodes of incapacity; and
  - (8) If a staff member requests FMLA leave on an intermittent or reduced schedule basis to care for a covered family member with a serious health condition, a statement that such FMLA leave is medically necessary to care for the family member, which can include assisting in the family member's recovery, and an estimate of the frequency and duration of the required FMLA leave.
- d. A staff member may choose to comply with the certification requirement by providing the Board with an authorization, release, or waiver allowing the Board to communicate directly with the health care provider of a staff member or his or her covered family member.
- (1) It is a staff member's responsibility to provide the Board with complete and sufficient certification and failure to do so may result in the denial of FMLA leave.
- e. If the Board has reason to doubt the validity of a medical certification, the Board may require a staff member to obtain a second opinion at the Board's expense.



- (1) The Board may designate the health care provider to furnish the second opinion, but the selected health care provider may not be employed on a regular basis by the Board.
  - f. If the opinions of a staff member's and the Board's designated health care providers differ, the Board may require a staff member to obtain certification from a third health care provider, again at the Board's expense. This third opinion shall be final and binding. The third health care provider must be designated or approved jointly by the Board and the staff member.
10. Reinstatement Following FMLA Leave
  - a. On return from FMLA leave a staff member is entitled to be returned to the same position a staff member held when FMLA leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.
    - (1) A staff member is entitled to such reinstatement even if a staff member has been replaced or his or her position has been restructured to accommodate for a staff member's absence.
    - (2) The requirement that a staff member be restored to the same or equivalent job with the same or equivalent pay, benefits, and terms and conditions of employment does not extend to de minimis, intangible, or unmeasurable aspects of the job.
  - b. Denial of Reinstatement
    - (1) A staff member has no greater right to reinstatement or to other benefits and conditions of employment that if a staff member had been continuously employed during the FMLA leave period.
      - (a) The Board must be able to show that a staff member would not otherwise have been employed at the



time reinstatement is requested in order to deny restoration to employment.

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

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

- (3) If a staff member is unable to perform an essential function of the position because of a physical or mental condition, including the continuation of a serious health condition or an injury or illness also covered by workers' compensation, a staff member has no right to restoration to another position under the FMLA.

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

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

c. Intent to Return to Work

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

d. Fitness for Duty Certification

- (1) As a condition of restoring a staff member whose FMLA leave was a result of a staff member's own serious health condition that made a staff member unable to perform a staff member's job, the Board shall require all similarly-situated staff members (i.e., same occupation,



same serious health condition) who take FMLA leave for such conditions to obtain and present certification from a staff member's health care provider that a staff member is able to resume work.

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

## 11. The Board of Education Notice

### a. Notice of Staff Member Rights Under FMLA

- (1) The Board shall post and keep posted on its premises, in conspicuous places where staff members are employed, a notice explaining the FMLA's provisions and providing information concerning the procedures for filing complaints of violations of the FMLA with the Wage and Hour Division.
  - (a) The notice will be posted prominently where it can be readily seen by staff members and applicants for employment.
  - (b) The poster and the text will be large enough to be easily read and contain fully legible text.
  - (c) Electronic posting is sufficient to meet this posting requirement as long as it otherwise meets the requirements of B.11.
- (2) The Board shall also provide this general notice to each staff member by including the notice in staff members' handbooks or other written guidance to staff members concerning staff member benefits or FMLA leave rights, if such written materials exist, or by distributing a copy of the general notice to each new staff member upon hiring. In either case, distribution may be accomplished electronically.



- (3) Access to and/or distribution of this Policy shall serve as school district notice to staff members of their rights pursuant to 29 CFR §825 et seq.
  - b. Eligibility Notice
    - (1) When a staff member's eligibility to take FMLA leave within five business days, absent extenuating circumstances.
  - c. Designation Notice
    - (1) The Board is responsible in all circumstances for designating leave as FMLA-qualifying, and for giving notice of the designation to a staff member. The Board must notify a staff member whether the leave will be designated and will be counted as FMLA leave within five business days absent extenuating circumstances.
    - (2) If the Board requires paid leave to be substituted for unpaid FMLA leave, or that paid leave taken under an existing leave plan be counted as FMLA leave, the Board must inform a staff member of this designation at the time of designating the FMLA leave.
- 12. Local Board of Education Practices
  - a. Substitution of Paid Leave
    - (1) Whether a staff member is required to use sick time or any other accrued leave time concurrent with FMLA leave time will depend upon either the district's practice or a provision in the district's collective bargaining agreement, if applicable.
  - b. Maintenance of Staff Member Benefits
    - (1) The Board must maintain a staff member's coverage under any group health plan on the same conditions as coverage



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

C. Shared Provisions

1. Interference with Family Leave Rights

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

2. Non-Tenured Teaching Staff

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

3. Record Keeping

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

4. Processing of Complaints

a. New Jersey Family Leave Act

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

b. Federal Family and Medical Leave Act (FMLA)



- (1) If there is a dispute between the Board and a staff member as to whether leave qualifies as FMLA leave, it should be resolved through discussion between the staff member and the Superintendent or designee. Such discussions and the decision shall be documented by the Superintendent or designee.
- (2) A staff member also may file, or have another person file on his/her behalf, a complaint with the United States Secretary of Labor. A complaint may be filed in person, by mail, or by telephone with the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, at any local office of the Wage and Hour Division.
- (3) This Policy 1643 shall be posted on the school district website, in a manner accessible to all staff members and a hard copy shall be provided to all staff members annually prior to the beginning of the school year and upon initial employment in the school district during the school year.

29 CFR §825 et seq.  
29 CFR §785  
N.J.S.A. 10:5-1;  
N.J.S.A. 34:11B et seq.  
N.J.A.C. 13:14-1 et seq.  
Adopted:



5330.01 ADMINISTRATION OF MEDICAL ~~MARIJUANA~~CANNABIS (M)

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

A student enrolled in the school district must be authorized to engage in the medical use of ~~marijuana~~cannabis pursuant to N.J.S.A. 24:6I-1 et seq. and that the parent or ~~designated caregiver(s)~~ be authorized to assist the student with the medical use of cannabis pursuant to N.J.S.A. 24:6I-1 et seq. The student and the ~~designated caregiver(s)~~ must complete registration with the Cannabis Regulatory Commission in accordance with the requirements of N.J.S.A. 24:6I-4. ~~and the primary designated caregiver, who may be the parent, must be authorized to administer medical marijuana to a qualifying student patient in accordance with the provisions of N.J.S.A. 18A:40-12.22 and N.J.S.A. 24:6I-1 et seq. The student and the primary designated caregiver must complete the registration process to obtain a Registry Identification Card from the New Jersey Department of Health in accordance with the requirements of N.J.S.A. 24:6I-4.~~

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

Medical ~~marijuana~~cannabis may only be administered to the qualifying student patient while the student is on school grounds, aboard a school bus, or attending a school-sponsored event by the ~~primary designated~~ caregiver in accordance with the provisions of N.J.S.A. 18A:40-12.22 and N.J.S.A. 24:6I-1 et seq. The prescribed medical ~~marijuana~~cannabis must



be in the possession of the ~~primary~~designated caregiver at all times, except during the administration process. The ~~primary~~designated caregiver shall comply with the requirements of the Principal's written approval for the administration of medical ~~marijuana~~cannabis to the qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event.

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

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

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

Adopted: April 24, 2017



# REGULATION

## R 5330.01 ADMINISTRATION OF MEDICAL ~~MARIJUANA~~CANNABIS (M)

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

### A. Definitions

For the purposes of this Policy and Regulation 5330.01:

- ~~1.~~ ~~“Bona fide physician-patient relationship” means a relationship in which the physician has ongoing responsibility for the assessment, care, and treatment of a qualifying student patient’s debilitating medical condition.~~
- ~~2.~~ ~~“Certification” means a statement signed by a physician with whom a qualifying student patient has a bona fide physician-patient relationship, which attests to the physician’s authorization for the patient to apply for registration for the medical use of marijuana.~~
- ~~31.~~ ~~“MarijuanaCannabis” has the meaning given to marijuana in Section 2 of the “New Jersey Controlled Dangerous Substances Act,” N.J.S.A. 24:21-2.~~
2. “Commission” means the Cannabis Regulatory Commission established pursuant to N.J.S.A. 24:6I-24.
3. “Designated caregiver(s)” means a resident of New Jersey who:
  - a. Is at least eighteen years old;
  - b. Has agreed to assist with a registered qualifying student patient’s medical use of cannabis, is not currently serving as a designated caregiver(s) for more than one other qualifying patient, and is not the qualifying student patient’s health care practitioner;



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- c. Is subject to the provisions of N.J.S.A. 24:6I-4.c.(2), has never been convicted of possession or sale of a controlled dangerous substance, unless such conviction occurred after the effective date [Oct. 1, 2010] of N.J.S.A. 24:6I-1 et seq. and was for a violation of Federal law related to possession or sale of cannabis that is authorized under N.J.S.A. 24:6I-1 et seq. or N.J.S.A. 18A:40-12.22 et seq.;
  - d. Has registered with the Commission pursuant to N.J.S.A. 24:6I-4 and, except in the case of a designated caregiver(s) who is an immediate family member of the qualified student patient, has satisfied the criminal history background check requirement of N.J.S.A. 24:6I-4; and
  - e. Has been designated as designated caregiver(s) by the qualifying student patient when registering or renewing a registration with the Commission or in other written notification to the Commission.
4. "Health Care Practitioner" means a physician, advanced practice nurse, or physician assistant licensed or certified pursuant to N.J.S.A. 45 who:
- a. Possesses active registrations to prescribe controlled dangerous substances issued by the United States Drug Enforcement Administration and the Division of Consumer Affairs in the Department of Law and Public Safety;
  - b. Is the health care practitioner responsible for the ongoing treatment of a qualifying student patient's qualifying medical condition, the symptoms of that condition, or the symptoms associated with the treatment of that condition, provided; however, that the ongoing treatment shall not be limited to the provision of authorization for a patient to use



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medical cannabis or consultations solely for that purpose;  
and

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

45. "Medical use of ~~marijuana~~cannabis" means the acquisition, possession, transport, or use of ~~marijuana~~cannabis or paraphernalia by a registered qualifying student patient as authorized by N.J.S.A. 24:6I-1 et. Seq. and N.J.S.A. 18A:40-12.22 et. Seq. ~~the New Jersey Compassionate Medical Marijuana Act (Act).~~

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

6. ~~"Physician" means a person licensed to practice medicine and surgery pursuant to Title 45 of the Revised Statutes with whom the qualifying student patient has a bona fide physician-patient relationship and who is the primary care physician, hospice physician, or physician responsible for the ongoing treatment of a qualifying student patient's debilitating medical condition, provided; however, that the ongoing treatment shall not be limited to the provision of authorization for a qualifying student patient to use medical marijuana or consultation solely for that purpose.~~

7. ~~"Primary caregiver" or "caregiver" means a resident of the State who:~~

~~-~~

a. ~~Is at least eighteen years old;~~

~~-~~

b. ~~Has agreed to assist with a registered qualifying student patient's medical use of marijuana, is not currently serving as primary caregiver for another qualifying patient, and is not the qualifying student patient's physician;~~

~~-~~

e. ~~Has never been convicted of possession or sale of a controlled dangerous substance, unless such conviction occurred after the~~



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~~effective date [Oct. 1, 2010] of the Act and was for a violation of Federal law related to possession or sale of marijuana that is authorized under the Act;~~

~~d. Has registered with the Department of Health pursuant to N.J.S.A. 24:6I-4 and has satisfied the criminal history record background check requirement of N.J.S.A. 24:6I-4; and~~

~~e. Has been designated as primary caregiver on the qualifying student patient's application or renewal for a Registry Identification Card or in other written notification to the Department of Health.~~

87. "Qualifying student patient" for the purpose of this Policy and Regulation 5330.01 means a resident of the State who is a student enrolled and attending school in this school district who has been authorized for the medical use of cannabis by a health care practitioner provided with a certification by a physician pursuant to a bona fide physician-patient relationship and has been issued a Registry Identification Card by the New Jersey Department of Health for medical use of marijuana in accordance with the provisions of N.J.S.A. 18A:40-12.22 and N.J.S.A. 24:6I-4 et. Seq.

8. "Registration with the Commission" means a person has met the qualification requirements for, and has been registered by the Commission as, a registered qualifying patient, designated caregiver(s), or institutional caregiver(s). The Commission shall establish appropriate means for health care practitioners, health care facilities, medical cannabis dispensaries, law enforcement, schools, facilities providing behavioral health services or services for persons with developmental disabilities, and other appropriate entities to verify an individual's status as a registrant with the Commission.

~~9. "Qualifying patient" means a resident of the State who has been provided with a certification by a physician pursuant to a bona fide physician-patient relationship.~~



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10. ~~"Registry Identification Card" means a document issued by the Department of Health that identifies a person as a registered qualifying student patient or primary caregiver.~~
- B. Registration – Qualifying Student Patient and ~~Designated Primary Caregiver(s)~~
1. A qualifying student patient must be authorized to engage in the medical use of ~~marijuanacannabis~~ and the ~~designated primary~~ caregiver must be authorized to assist the qualifying student patient with the medical use of ~~marijuanacannabis~~ pursuant to the provisions of N.J.S.A. 24:6I-1 et seq.
  2. A qualifying student patient and their ~~designated primary~~ caregiver must complete the registration process in accordance with the provisions of N.J.S.A. 24:6I-4 and any other requirements of the ~~New Jersey Department of Health~~ ~~Commission~~.
  3. The qualifying student patient's parent shall be responsible to immediately inform the Principal of any change in the status of the student's ~~registration with the Commission Registry Identification Card~~ that would deem the ~~registration with the Commission Registry Identification Card~~ null and void due to any reason outlined in N.J.S.A. 24:6I-41 et. Seq. ~~or for any other reason.~~
  4. The qualifying student patient's ~~primary~~ ~~designated~~ caregiver(s) shall be responsible to immediately inform the Principal of any change in the status of any ~~designated primary caregiver(s)~~ ~~current registration with the Commission Registry Identification Card~~ that would deem the ~~registration with the Commission Registry Identification Card~~ null and void due to any reason outlined in N.J.S.A. 24:6I-1 et. Seq. ~~4c or for any other reason.~~
- C. Submission for Authorization for Administration of Medical ~~Marijuana~~ ~~Cannabis~~
1. A parent of a qualifying student patient requesting the administration of medical ~~marijuanacannabis~~ to the student while on school grounds, aboard a school bus, or attending a school-sponsored event must submit a written request to the Principal with ~~proof of current registration with the Commission~~ ~~a copy of a current New Jersey Department of Health Registry Identification Cards~~ for the qualifying student patient and the ~~designated primary~~ caregiver(s) and a copy of the ~~health care provider's~~



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~~physician's~~ order or prescription indicating dosage information and the method of administration for the medical ~~marijuanacannabis~~ to the qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event.

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

- a. The parent's written request and all supporting documentation must be submitted to the Principal at least five school days before the first day of the requested administration.
2. The Principal shall review the ~~proof of current registration with the Commission submitted Registry Identification Cards~~ and supporting documentation ~~submitted by the parent~~ with the school physician, the school nurse, and the Superintendent of Schools.
3. Upon review and approval of the documentation submitted by the parent, the Principal will inform the parent or ~~designated primary~~ caregiver(s), if the parent is not the ~~designated primary~~ caregiver(s), in writing with the following information:
  - a. The location (school, office, etc.) where the ~~designated primary~~ caregiver(s) shall report to administer the medical ~~marijuanacannabis~~;
  - b. The school staff member(s) who the ~~designated primary~~ caregiver(s) must see to coordinate the administration of medical ~~marijuanacannabis~~;
  - c. The time the ~~designated primary~~ caregiver(s) shall report to administer the medical ~~marijuanacannabis~~;



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- d. The specific location where the medical ~~marijuana~~cannabis shall be administered to the student; and
  - e. A copy of Policy and Regulation 5330.01 – Administration of Medical ~~Marijuana~~Cannabis.
4. In the event the Principal, after consultation with the school nurse, school physician, and Superintendent, has a question or concern regarding the ~~current registration with the Commission Registry Identification Cards~~ or supporting documentation submitted by the parent, the Principal or school physician will contact the parent with the question or concern.
  5. The administration of medical ~~marijuana~~cannabis on school grounds, aboard a school bus, or at a school-sponsored event, pursuant to N.J.S.A. 18A:40-12.22, will only be authorized after the approval required by Policy and Regulation 5330.01.
- D. Administration of Medical ~~Marijuana~~Cannabis
1. The medical ~~marijuana~~cannabis shall only be administered by the ~~primary-designated~~ caregiver(s) and at the approved location, times, and method as indicated in the parent's request that was approved in writing by the Principal.
  2. In accordance with the provisions of N.J.S.A. 18A:40-12.22.b.(5), medical ~~marijuana~~cannabis cannot be administered to a qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event by smoking or other form of inhalation.
  3. ~~The p~~Prescribed medical ~~marijuana~~cannabis must always be in the possession of the ~~designated primary~~ caregiver(s) and may not be in the possession of the qualifying student patient at any time on school grounds, aboard a school bus, or at a school-sponsored event.
  4. The Principal, after consultation with the school nurse, school physician, and the Superintendent, will determine a specific location for the administration of the medical ~~marijuana~~cannabis to the qualifying student patient.



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- a. The Principal will designate a private area, if possible, for the ~~designated primary~~ caregiver(s) to administer the medical ~~marijuanacannabis~~ to the qualifying student patient. The amount of privacy provided for the administration will depend on the approved method of administration and the designated location. The location may be a nurse's office, a private office, a private restroom facility, or any other location appropriate for the approved method of administration.
5. The ~~designated primary~~ caregiver(s) shall report to the approved location prior to the scheduled time for the administration of medical ~~marijuanacannabis~~ to the qualifying student patient. The ~~designated primary~~ caregiver(s) must show the ~~proof of current registration with the Commission Registry Identification Card~~ and a second form of identification which shall be a photograph identification.
6. The Principal or supervising school staff member of a school-sponsored event may designate a school staff member to escort the ~~designated primary~~ caregiver(s) to the qualifying student patient at the designated time to the designated location for the administration.
7. The Principal may designate a school staff member to observe the administration of the medical ~~marijuanacannabis~~ on school grounds, aboard a school bus, or at a school-sponsored event.
8. The ~~designated primary~~ caregiver(s) shall assist in the administration of medical ~~marijuanacannabis~~ to the qualifying student patient in accordance with the method and dosage prescribed by the ~~health care practitioner physician~~ and included in the parent's request to the Principal.
9. The qualifying student patient shall return to his/her class or event as soon as possible after the administration.
10. The ~~designated primary~~ caregiver(s) will be escorted outside the school building, away from the school bus, or away from the school-sponsored event, if applicable, by a school staff member after the administration.
  - a. The qualifying student patient and/or ~~designated primary~~ caregiver(s) may be asked to remain at the location of the



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administration by the school staff member in the event the student needs some additional time after the administration and before returning to their class or event.

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

Issued: February 3, 2017



## **7425 – LEAD TESTING OF WATER IN SCHOOLS (M)**

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

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

The Superintendent of Schools or designee shall complete a review of the final laboratory results within seventy-two hours of receipt. Within twenty-four hours after the Superintendent or designee has completed a review of final laboratory results in accordance with the provisions of N.J.A.C. 6A:26-12.4(e), the test results shall be made publicly available at the school facility and on the Board of Education's website. If any results exceed the permissible lead action level, the Board shall provide written notification to the parents of all students attending the facility, facility staff, and the New Jersey Department of Education. This written notification shall include: a description of the measures taken by the Superintendent or designee to immediately end the use of each drinking water outlet where the water quality exceeded the permissible lead action level; any additional remedial action taken or planned by the Board of Education; the measures taken to ensure that alternate drinking water has been made available to all students and staff members; where the water outlet(s) is located; and information regarding the health effects of lead in accordance with N.J.A.C. 6A:26-12.4(e)1 and 2.

Notwithstanding the results or date of any prior testing, the Board shall continue to test drinking water outlets in the designated Statewide required testing year, which shall be every third school year beginning with the 2021-2022 school year and subsequently occurring in the 2024-2025 school year. By no later than June 30 of the designated Statewide required testing year, the Board shall test all drinking water outlets in accordance with N.J.A.C.



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6A:26-12.4(g)1. The Board shall sample for lead after the replacement of any drinking water outlet or any other alteration to plumbing or service lines that may impact lead levels at the outlet, in accordance with N.J.A.C. 6A:26-12.4(g)2.

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

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

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

Adopted:



## 7425 – LEAD TESTING OF WATER IN SCHOOLS (M)

The Board of Education shall assure the availability of potable drinking water through sanitary means in school facilities or upon school grounds and shall test the school drinking water quality in accordance with the Safe Drinking Water Act, N.J.S.A. 58:12A-1 and the Planning and Construction Standards for School Facilities, N.J.A.C. 7:10 and N.J.A.C. 6A:26-6.

The school district shall conduct lead sampling and analysis in all drinking water outlets to which a student or staff member has, or may have, access in each school facility, other facility, or temporary facility in accordance with the provisions of N.J.A.C. 6A:26-12.4.

### A. Testing of Drinking Water

#### 1. Schedule

##### a. Sampling shall be conducted in accordance with a lead sampling plan, which shall include:

- (1) A plumbing survey for each facility that identifies how water enters and flows through each facility, the types of plumbing materials used in the facility, such as the service line, piping, solder, fixtures, drinking water outlets where students or staff have or may have access, and point of use treatment, such as drinking water filters;
- (2) The names and responsibilities of all individuals involved in sampling; and
- (3) The following sampling procedures:
  - (a) Samples shall be taken after water has sat undisturbed in the school pipes for at least eight hours, but no more than forty-eight hours before the sample is taken.
    - (i) 24-hour school facilities shall collect first-draw samples at drinking water outlets



following a stagnation time that would likely result in the longest standing time;

- (b) At least eight hours prior to sampling, signs shall be posted to indicate that water shall not be used and access to the buildings subject to the sampling shall be restricted to all but authorized staff members;
- (c) Existing aerators, screens, and filters shall not be replaced or removed prior to or during sampling; and
- (d) All samples shall be collected in pre-cleaned high-density polyethylene (HDPE) 250 milliliter (mL) wide-mouth single-use rigid sample containers that are properly labeled.

2. Analysis of Samples

a. Analysis of samples shall be conducted as follows:

- (1) Analysis shall be conducted by a certified laboratory to analyze for lead in drinking water;
- (2) The laboratory shall use an approved analytical method pursuant to the Federal Safe Drinking Water Act at 40 CFR 141.23(k)(1); and
- (3) Sample analysis shall be conducted in accordance with a Quality Assurance Project Plan (QAPP), which shall be signed by the Board, the certified laboratory, and the individual responsible for conducting the sampling. The QAPP shall include the identification of analytical methods, chain of custody procedures, data validation and reporting processes, detection limits, reporting to three significant figures, field blanks, and quality control measures required by the certified method.

- b. The Superintendent or designee may utilize a technical guidance manual, which will be developed by the New Jersey Department of Education (NJDOE), in consultation with the Department of



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Environmental Protection (DEP), to assist in the school district's compliance with the sampling and analysis requirements of this Regulation.

### 3. Designated Statewide Required Testing

- a. Notwithstanding the results or date of any prior testing, the Board shall continue to test drinking water outlets as provided in A.2.a. above in the designated Statewide required testing year, which shall be every third school year beginning with the 2021-2022 school year and subsequently occurring in the 2024-2025 school year:
  - (1) By no later than June 30 of the designated Statewide required testing year, the Board shall test all drinking water outlets. Sampling shall be prioritized, such that buildings and facilities that previously had outlets with results above the action level or identified in the plumbing profile as high risk for lead shall be sampled first in accordance with the sampling plan; and
  - (2) The Board shall sample for lead after the replacement of any drinking water outlet or any other alteration to plumbing or service lines that may impact lead levels at the outlet.
- b. If the Board tests drinking water outlets for lead more frequently than the three-year cycle set forth in A.3.a. above, the notification requirements set forth in B.2.b. below shall apply.
  - (1) If drinking water outlets are tested more frequently in accordance with A.3.b. above, the Board shall make the most recent results for each facility available on the Board's website.

### 4. Statement of Assurance

- a. The Board shall submit to the NJDOE by June 30 each year a statement of assurance that lead testing was completed, that notifications were provided, and that alternate drinking water continues to be made available in accordance with N.J.A.C. 6A:26-12.4.



5. Exception from Testing Requirements

- a. The Board may request an exemption from the testing requirements set forth in A.2. above if they can demonstrate that they do not use any drinking water outlets for consumption or food preparation in any of their facilities.
- b. The Board shall submit an application to the NJDOE documenting that no drinking water outlets are used in their facilities and the provisions for an alternative source of drinking water.
- c. If the school district receives an exemption from the NJDOE from testing, the Board shall make available for public inspection at the school facility and on the Board's website, if applicable, confirmation that the school district is exempt from testing.
- d. No later than June 30 of each Statewide required testing school year set forth in A.3. above, the Board shall either begin testing procedures in accordance with section A.3.a. above or reapply for an exemption under section A.5.

B. Water Testing – Laboratory Results

1. The Superintendent or designee shall complete a review of final laboratory results within seventy-two hours of receipt.
2. Within twenty-four hours after the Superintendent or designee has reviewed the final laboratory results, the Superintendent or designee shall:
  - a. Make the test results of all water samples publicly available at the school facility in accordance with section B.3. below and make the results from the most recent required Statewide testing available on the Board's website; and
  - b. If any results exceed the permissible lead action level, provide written notification to the parents of all students attending the facility, facility staff, and the Department of Education. This written notification shall be posted on the Board's website and shall include a description of the following:



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- (1) Measures taken by the Board or its designee, to immediately end use of each drinking water outlet where water quality exceeds the permissible lead action level;
  - (2) Any additional remedial actions taken or planned by the Board;
  - (3) The measures taken to ensure that alternate drinking water has been made available to all students and staff members at the school(s) where the water outlet(s) is located; and
  - (4) Information regarding the health effects of lead.
3. Test results of all water samples shall remain publicly available in accordance with the timeline established by the Department of the Treasury in the Records Retention Schedule.

### C. Reimbursement

1. The Board shall be eligible to be reimbursed for the water supply testing and analysis conducted pursuant to section A.3. above after July 1, 2021, as approved by the NJDOE and subject to available funds.
2. To be eligible to receive reimbursement, the Board shall complete and submit to the NJDOE a reimbursement application on a form, or in a format, supplied by the NJDOE.
  - a. The NJDOE will make the reimbursement application available on its website.
3. If the school district conducts additional testing in a year other than the Statewide required testing school year as set forth in A.3. above, the district shall not be eligible for reimbursement.

### D. Failure to Comply

1. Failure to comply with any requirement of N.J.A.C. 6A:26-12.4 and Policy and Regulation 7425 may result in any of the following:
  - a. Board's disqualification for reimbursement pursuant to C. above;



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- b. The NJDOE's initiation of an investigation by the Office of Fiscal Accountability and Compliance; and
- c. The Commissioner's withholding of State aid pursuant to N.J.A.C. 6A:2-1.2.

Adopted:

