#### GLEN ROCK BOARD OF EDUCATION

#### Glen Rock, New Jersey 07452

#### HIGH SCHOOL/MIDDLE SCHOOL CAFETERIA

February 22, 2021

#### - WORK / REGULAR SESSION AGENDA -

#### ROLL CALL

the following resolution:

RECESS TO CLOSED SESSION: 6:30 PM MOTION MADE BY SEC

	Dr.	Mr.	Ms.	Dr. Pucci-	Dr.	Ms.	Mr.	Mr.	Ms.
	Brennan	Hayward	McNabola	Bender	Robinson	Rundell	Scherer	Torsiello	Scarpelli
PRESENT									
ABSENT									

**SECONDED BY** to approve

	Dr.	Mr.	Ms.	Dr. Pucci-	Dr.	Ms.	Mr.	Mr.	Ms.
	Brennan	Hayward	McNabola	Bender	Robinson	Rundell	Scherer	Torsiello	Scarpelli
YES									
NO									
ABSENT									
ARSTAIN									

#### BE IT RESOLVED BY THE GLEN ROCK BOARD OF EDUCATION that

**WHEREAS**, The Board of Education of Glen Rock must discuss personnel and legal matters which includes a GREA grievance discussion, student matter and safety and security; and

WHEREAS, The aforesaid subjects are not appropriate subjects to be discussed in a public meeting; and

**WHEREAS**, The aforesaid subjects to be discussed are within the exemptions which are permitted to be discussed and acted upon in private session pursuant to P.L. 1975 Chapter 231; it is therefore,

**RESOLVED**, That the aforesaid subjects shall be discussed in private session by this Board at the conclusion of the public segment of this meeting, and information pertaining thereto will be made available to the public at the next regularly scheduled meeting, or as soon thereafter as possible but no later than April 26, 2021, if reasons for non-disclosure no longer exist.

#### **WORK / REGULAR SESSION CALL TO ORDER:**

Immediately following Closed Session – Approximately 7:30 PM

	Dr.	Mr.	Ms.	Dr. Pucci-	Dr.	Ms.	Mr.	Mr.	Ms.
	Brennan	Hayward	McNabola	Bender	Robinson	Rundell	Scherer	Torsiello	Scarpelli
PRESENT									
ABSENT									

#### FLAG SALUTE

#### ADEQUATE NOTICE OF MEETING

In accordance with P.L. 1975 Chapter 231, notice of tonight's meeting was mailed to <u>The Record</u> and <u>The Ridgewood News</u> on February 19, 2021. Notice of this meeting was also mailed to the Borough Clerk and was posted on the bulletin board of the Board of Education Office in the Administration Building on the same date. Copies of the procedures in effect for Regular Board Meetings are available for the public at tonight's meeting.

#### MISSION STATEMENT

The Glen Rock School District founded on principles of education, in partnership with a supportive community, provides an exceptional education to all students to cultivate resilient, responsible and engaged global citizens.

#### STATEMENT TO THE PUBLIC

Often times it may appear to members of our audience that the Board of Education takes action with very little comment and in many cases by unanimous vote. Before a matter is placed on the agenda at a public meeting, the administration has thoroughly reviewed the matter with the Superintendent of Schools. If the Superintendent of Schools is satisfied and Board of Education President concurs that the matter is ready to be presented to the Board of Education, it is then placed on the agenda at the next Board of Education meeting. The members of the Board work with the administration and the Superintendent of Schools to assure that they fully understand the matter. After the Committee of the Whole approves the matter, it is placed on the agenda for action at a public meeting. In rare instances, matters are presented to the Board of Education for discussion at the same meeting that final action may be taken.

#### STUDENT COUNCIL REPRESENTATIVE'S REPORT

➤ Meg Whyte – Student Council Representative

#### **CHIEF SCHOOL ADMINISTRATOR'S REPORT**

The	BLIC COME rules for puries are avail	ıblic input	at board me	eetings are	contained i	n Glen Ro	ock Policy	y 0167 -	
Me	eting opene	d to publi	c comment	s at		PM.			
	eting closed	-		at	P	М.			
Mo	tion made l prove Resolu	<b>oy</b>		_Seconded	l by			to	
app	prove Resolu	utions G1	through G	12 as listed	l below.				
	Dr.	Mr.	Ms.	Dr. Pucci-	Dr.	Ms.	Mr.	Mr.	Ms.
	Brennan	Hayward	McNabola	Bender	Robinson	Rundell	Scherer	Torsiello	Scarpelli
YES									
NO									
ABSENT									
ABSTAIN									

- **G1.** Be it resolved that the Board, upon recommendation of the School Business Administrator/Board Secretary, approves the Minutes from the Regular and Closed Board meeting of January 25, 2021 and the Minutes from the Committee of the Whole and Closed Board meeting of February 8, 2021.
- **G2.** Be it resolved that the Board, upon recommendation of the Chief School Administrator, reads for the second time and adopts the policies listed below which were read for the first time at the February 8, 2021 Committee of the Whole Meeting. (Attached as Appendix A)

0145	Board Member Resignation and Removal
1643	Family Leave
2415	Every Student Succeeds Act

#### WORK/REGULAR SESSION AGENDA - February 22, 2021

2415.02	Title I – Fiscal Responsibilities
2415.05	Student Surveys, Analysis, and/or Evaluations
2415.20	Every Student Succeeds Act Complaints
4125	Employment of Support Staff Members
5330.01	Administration of Medical Cannabis
6360	Political Contributions
7425	Lead Testing of Water in Schools
8330	Student Records
9713	Recruitment by Special Interest Groups

G3. Be it resolved that the Board, upon recommendation of the Chief School Administrator, reads and adopts the revised and new regulations listed below. (Attached as Appendix B)

1642	Earned Sick Leave Law
2415.20	Every Student Succeeds Act Complaints
5330.01	Administration of Medical Cannabis
7425	Lead Testing of Water in Schools

**G4**. Be it resolved that the Board, upon recommendation of the Chief School Administrator, abolishes the policies and regulation listed below (Attached as Appendix C):

2415.03	Highly Qualified Teachers
3431.1	Family Leave
3431.3	New Jersey Family Leave Insurance Program
4431.3	New Jersey Family Leave Insurance Program
7430	School Safety
R7430	School Safety

#### WORK/REGULAR SESSION AGENDA - February 22, 2021

**G5**. Be it resolved that the Board, upon recommendation of the School Business Administrator/Board Secretary approves the following resolution:

Whereas, NJAC 6A:23A-5.3 provides that a school district may request a waiver of compliance with respect to the district's participation in the Special Education Medicaid Initiative (SEMI) Program for the 2021-22, and

Whereas, the Glen Rock Board of Education desires to apply for this waiver due to the fact that participation in SEMI would not provide a cost benefit to the district based on the projection of the district's available SEMI reimbursement for the 2020-21 budget year.

Now therefore be it resolved that the Glen Rock Board of Education hereby authorizes the Business Administrator/Board Secretary to submit to the Executive County Superintendent of Schools in the County of Bergen an appropriate waiver of the requirements of NJAC 6A23A-5.3 for the 2021-22 school year.

**G6.** Be it resolved that the Board of Education, upon recommendation of the Chief School Administrator, approves the following addition to the High School Program of Studies effective with the 2021-2022 school year:

Social Studies: Advanced Placement Human Geography as a grade 10-12 elective course.

- G7. Be it resolved that the Board, upon the recommendation of the Chief School Administrator, approves 121 Learning Works of Pine Brook, NJ to provide additional Applied Behavior Analysis Consultation services to district students during the 2020-2021 school year, at a cost not to exceed \$37,000.00, to be charged to account number 11.219.100.320.30.16.437.
- **G8.** Be it resolved that the Board, upon the recommendation of the Chief School Administrator, approves Amira El-Boghdedy to provide Applied Behavior Analysis Coordination services to Student #213065 as required by IEP during the 2020-2021 school year, at a cost not to exceed \$3,300.00, pending completion of paperwork, to be charged to account number 11.219.100.320.30.16.437.
- G9. Be it resolved that the Board, upon the recommendation of the Chief School Administrator, approves the Health Occupations Student Association (HOSA) to sponsor an American Red Cross Blood Drive on April 22-23, 2021 from 8:00 am until 1:00 pm in the Middle School gym. The blood drive will be run by the American Red Cross and will be for students over age 16 and faculty only.

- **G10.** Be it resolved that the Board, upon recommendation of the Chief School Administrator, approves Effective School Solutions to conduct SEL workshops for staff on February 24, 2021, at a fee of \$1,499.00.
- **G11.** Be it resolved that the Board upon the recommendation of the Chief School Administrator approves the following resolution:

Whereas, it is in the best interest of the Glen Rock School District to implement an administrative reorganization at Glen Rock High School and Glen Rock Middle School to improve the quality of instruction and the delivery of services at Glen Rock High School and Middle School.

Be it resolved that the Board of Education approves the job descriptions for the following positions effective in the 2021-2022 school year (attached as Appendix D):

K-12 Supervisor of Science

K-12 Supervisor of Social Studies and Business

K-12 Supervisor of Special Services

Student Assistance Counselor

Be it further resolved that the Board, approves the revised job description for the following position effective in the 2021-2022 school year (attached as Appendix E):

#### Behaviorist

Be it further resolved that the Board of Education establishes the following positions, effective in the 2021-2022 school year, and authorizes the Chief School Administrator to advertise for the positions:

K-12 Supervisor of Science

K-12 Supervisor of Social Studies and Business

K-12 Supervisor of Special Services

Student Assistance Counselor

Behaviorist

**G12.** Be it resolved that the Board, upon recommendation of the Superintendent retroactively approves a contract with Educere, an online service provider, to provide online coursework in Integrated Science, Pre-Algebra, English and Social Studies for middle school student #214358 in the amount of \$464. for the 2020-2021 school year.

#### WORK/REGULAR SESSION AGENDA - February 22, 2021

#### **BUSINESS RESOLUTIONS**

Motion made by	Seconded by	to
approve Resolutio	ons B1 through B5 as listed below	

	Dr.	Mr.	Ms.	Dr. Pucci-	Dr.	Ms.	Mr.	Mr.	Ms.
	Brennan	Hayward	McNabola	Bender	Robinson	Rundell	Scherer	Torsiello	Scarpelli
YES									
NO									
ABSENT									
ABSTAIN									

**B1**. Be it resolved that the Board, upon recommendation of the School Business Administrator/ Board Secretary, approves the adoption of the monthly certification(s) of Major Budgetary Account and Fund status as follows:

Whereas, the Board of Education has accepted and reviewed financial reports for the period ending January 2021, including the Report of the Secretary;

Whereas, the Board has received and reviewed financial reports issued by the School Business Administrator/Board Secretary; (Attached as Appendix F)

Whereas, the Board has had consultations with the appropriate school administrators:

Resolved that members of the Board of Education do hereby certify that to the best of our knowledge, no major accounts appears to be overextended in violations of N.J.A.C 6A:23-2.11(c) 4 and that sufficient funds are available to meet the district board of education's financial obligations for the remainder of the year.

- **B2.** Be it resolved that the Board upon recommendation of the School Business Administrator/Board Secretary retroactively approves the transfer of funds/budget adjustments for month ending January 31, 2021 in the amount of \$141,310.42. (Attached as Appendix G)
- **B3**. Be it resolved that the Board, upon recommendation of the School Business Administrator/Board Secretary retroactively approves the bills list dated January, 2021 as follows:

Fund 10- General Fund	\$ 1,733,587.09
Fund 20 – Special Revenue	\$ 47,346.36
Fund 30 – Capital Projects	\$ 491,944.90
Fund 40 – Debt Service	\$ 167,153.75
Fund 60 - Cafeteria Account	\$ 21.45

Fund 65 – Community School Account	\$ 1,050.00
Unemployment Trust Account	\$ 33,885.78
January 2021, Payroll	\$ 2,709,978.99

**B4.** Be it resolved that the Glen Rock Board of Education does hereby approve, upon recommendation of the School Business Administrator/ Board Secretary, an agreement with the Region I/Mahwah Board of Education, Coordinated Transportation Service Agency, for the purposes of transporting students in accordance with Chapter 53, P.L. 1997 for the 2021-2022 school year. The services to be provided include, but are not limited to, the coordinated transportation of public, nonpublic and special education students.

Be it resolved that the Glen Rock Board of Education agrees to abide by the Transportation Services Agreement as published by the Region I/ Mahwah Board of Education.

**B5**. Be it resolved that the Board, upon recommendation of the School Business Administrator/ Board Secretary, approves the following change order as submitted by Parette Somjen Architects and furthermore authorizes the School Business Administrator/ Board Secretary to complete and execute all pertinent payment application summarized as follows:

Contractor/ Contract	Original Contract	Previously Approved Change Orders	Change Order #	Amount	Adjusted Contract Amount	Description
Centralpack Engineering	\$4,730,000.	1	02	\$297,066.03 Credit	\$4,384,292.97	Credit to owner for General Contingency Allowance, Fire Caulking Allowance, Above Ceiling Wiring Allowance

#### PERSONNEL RESOLUTIONS

Motion made by	Seconded by	to
approve Resolution	ons P1 through P12 as listed below	

### GLEN ROCK BOARD OF EDUCATION PAGE 9 OF 13

#### WORK/REGULAR SESSION AGENDA - February 22, 2021

	Dr.	Mr.	Ms.	Dr. Pucci-	Dr.	Ms.	Mr.	Mr.	Ms.
	Brennan	Hayward	McNabola	Bender	Robinson	Rundell	Scherer	Torsiello	Scarpelli
YES									
NO									
ABSENT									
ABSTAIN									

**P1.** Be it resolved that the Board, upon recommendation of the Chief School Administrator, retroactively approves a leave of absence for High School, Employee ID #005878, as follows:

Type of Absence	From	То
EPSLA	12/21/2020	12/23/2020

**P2.** Be it resolved that the Board, upon recommendation of the Chief School Administrator, retroactively approves a leave of absence for Coleman School, Employee ID #011916, as follows:

Type of Absence	From	То
EPSLA	11/12/2020	11/13/2020 (½ day PM)

**P3.** Be it resolved that the Board, upon recommendation of the Chief School Administrator, retroactively approves a leave of absence for Middle School, Employee ID #013676, as follows:

Type of Absence	From	То
EPSLA	12/22/2020 (½ day AM)	12/22/2020 (½ day AM)

**P4.** Be it resolved that the Board, upon recommendation of the Chief School Administrator, approves a leave of absence for Middle School Employee ID #034398, as follows:

Type of Absence	From	То
Medical Leave of Absence	05/13/2021	06/25/2021
FMLA and/or NJ FLA	09/02/2021	11/24/2021

**P5.** Be it resolved that the Board, upon recommendation of the Chief School Administrator, approves a leave of absence for High School Employee ID #036544, as follows:

Type of Absence	From	То
Medical Leave of Absence	04/12/2021	05/07/2021
FMLA and/or NJ FLA	05/10/2021	06/25/2021

**P6.** Be it resolved that the Board, upon recommendation of the Chief School Administrator, retroactively approves a leave of absence for Elementary School Employee ID #044490, as follows:

Type of Absence	From	То
FMLA and/or NJ FLA	02/19/2021	03/15/2021

**P7.** Be it resolved that the Board, upon recommendation of the Chief School Administrator, retroactively approves an adjusted leave of absence for High School Employee ID #005959, as follows:

Type of Absence	From	То
Medical Leave of Absence	No change 11/30/2020	New date 02/03/2021
FMLA and/or NJ FLA	New date 02/04/2021	New date 04/30/2021
Child Rearing Leave of Absence	New date 05/03/2021	No change 06/25/2021

**P8.** Be it resolved that the Board, upon recommendation of the Chief School Administrator, retroactively approves an adjusted leave of absence for Elementary District Employee ID #035408, as follows:

Type of Absence	From	То
Medical Leave of Absence	No change 01/28/2021	New date 02/19/2021
FMLA and/or NJ FLA	New date 02/22/2021	New date 05/21/2021

P9. Be it resolved that the Board, upon recommendation of the Chief School Administrator, retroactively approves additional instructional assignment of one extra class (i.e., overage) at 12.5% of the employee's base salary for the duration of the assignment for the following High School faculty members, for the 2020-2021 school year:

Name	Subject
Mary Ann Battersby	Biology
Heather McDermott	Environmental Science
Irene Bickert-Fink	Environmental Science
Sonia Bawa	Anatomy/Physiology

**P10.** Be it resolved by the Glen Rock Board of Education that the Board, upon recommendation of the Chief School Administrator, approves the appointment of the following extra-compensation high school coaching positions, for the 2020-2021 school year subject to the right of the Board to cancel for reasons pertaining to COVID-19, pending completion of paperwork:

Name	Coaching Position	Stipend	Account Number		
Kathleen Walter	Head Volleyball	\$6,175.	11.402.100.100.20.30.059		
Anna Lilikas	Asst. Volleyball	\$4,266.	11.402.100.100.20.30.059		
Lauren Seitz	Asst. Volleyball	\$4,266.	11.402.100.100.20.30.059		
Corey Fitzpatrick	Wrestling	\$8,640.	11.402.100.100.20.30.069		
Troy Bianchi	Asst. Wrestling	\$3,963.*	11.402.100.100.20.30.069		
Jose Vega	Asst. Wrestling	\$1,000.*	11.402.100.100.20.30.069		
Mark Piterski	Asst. Wrestling	\$1,000.*	11.402.100.100.20.30.069		

<sup>\*</sup>Three coaches will split one stipend.

P11. Be it resolved that the Board, upon the recommendation of the Chief School Administrator, approves the following After Care appointments for the Glen Rock Community School, provided there is sufficient enrollment in the program of assignments, subject to the right of the Board to cancel programs for reasons pertaining to COVID-19:

Name	Name Position		Account Number		
Tiffany McCulloch	After Care Assistant	\$21.	65.430.100.101.34.52.123		
Nicolette Silvestri	After Care Assistant	\$21.	65.430.100.101.34.52.123		

**P12.** Be it resolved that the Board, upon recommendation of the Chief School Administrator, approves the following Travel and Conferences for professional development and training purposes as specified below:

Attendee School/ Dep't		Program	Location	Date	Cost	Account Number		
E. Thompson	Coleman	Teaching Literacy in Times of Change and Uncertainty  Online Webinar		02/27/2021	\$100.	11.000.223.580.12.00.000		
E. Thompson	Coleman	Legal One: The Principal/ AP/ VP's Survival Guide	Online Webinar	03/03/2021	\$100.	11.000.223.580.12.00.000		
M. Oates	High School	Building Success in and Beyond the Library  Online Webinar		03/03/2021 \$198. 03/10/2021 03/15/2021 03/19/2021 03/24/2021 03/31/2021		11.000.223.320.31.27.000		
L. Mitchell	Middle School	Building Success in and Beyond the Library	Online Webinar	03/03/2021 03/10/2021 03/15/2021 03/19/2021 03/24/2021 03/31/2021	\$198.	11.000.223.320.31.27.000		
C. Moger	Guidance	Introduction to Responsive Classroom	Online Webinar	03/18/2021	\$199.	11.000.218.580.23.23.251		
D. Giraldo	High School	HIBster Certification as a Master Anti-bullying Specialists Course	Virtual	March 2021	\$250.	11.000.218.580.32.00.000		
D. Conklin	Central	HIBster Certification as a Master Anti-bullying Specialists Course	Virtual	March 2021	\$250.	11.000.218.580.32.00.000		
B. Torsiello	Board Member	NJSBA Virtual Spring Education Symposium	Virtual	05/12/2021- 05/13/2021	\$50.	11.000.230.585.05.40.132		
E. Thompson	Coleman	Digital Nonfiction/ Reading & Writing & Notetaking K-8	Online Webinar	05/19/2021- 05/21/2021	\$650.	11.000.223.320.31.27.000		

### GLEN ROCK BOARD OF EDUCATION PAGE 13 OF 13

#### WORK/REGULAR SESSION AGENDA - February 22, 2021

L. Dolin	Middle	2021 Virtual Spring	Virtual	05/25/2021- \$299.00		11.000.223.580.20.05.251		
	School	Conference		05/27/2021				

NOTE: Conference/Workshop reimbursements are estimated costs. Actual reimbursements to be made in accord with Board Policy, N.J.S.A. 18A:11-12 and the State's regulations regarding travel covered under Circular Letter 08-13-OMB and any subsequent Circular Letters which may be issued by the State Office of Management and Budget. The costs for applicable substitute teachers will be in addition to travel costs.

#### **OLD BUSINESS**

➤ Crossing Guard Discussion

#### **NEW BUSINESS**

➤ Next Meeting Date: March 8, 2021

#### **PUBLIC COMMENTS (II OF II)**

Meeting opened to public commen	ts atPM.	
Meeting closed to public comment	s at PM.	
<u>ADJOURNMENT</u>		
Motion made by	Seconded by	that
the Regular Public Meeting of Febru	ary 22, 2021 be adjourned at	$\mathbf{p}\mathbf{M}$

	Dr.	Mr.	Ms.	Dr. Pucci-	Dr.	Ms.	Mr.	Mr.	Ms.
	Brennan	Hayward	McNabola	Bender	Robinson	Rundell	Scherer	Torsiello	Scarpelli
YES									
NO									
ABSENT									
ABSTAIN									

# APPENDIX

A

BYLAWS 0145/page 1 of 2 Board Member Resignation and Removal M

#### 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 Glen Rock (N.J.S.A. 18A:12-2.2); or
- 3. The member's disqualification from voting pursuant to N.J.S.A. 19:4-1 (N.J.S.A. 18A:12-2.2); or
- 4. The member falsely affirms or declares that he/she is not disqualified as a voter pursuant to N.J.S.A. 19:4-1 or that he/she is not disqualified from membership on the Board due to conviction of a crime or offense listed in N.J.S.A. 18A:12-1; or
- 5. The removal of the member by the Commissioner of Education; or
- 6. Recall of a Board member pursuant to N.J.S.A. 19:27A-1 et seq.

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



BYLAWS 0145/page 2 of 2 Board Member Resignation and Removal

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

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

Adopted:



ADMINISTRATION 1643/page 1 of 42 Family Leave M

#### 1643 FAMILY LEAVE

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

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

#### A. New Jersey Family Leave Act

1. Definitions Relative to New Jersey Family Leave Act

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

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

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



ADMINISTRATION 1643/page 2 of 42 Family Leave

"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:



ADMINISTRATION 1643/page 3 of 42 Family Leave

- 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).



ADMINISTRATION 1643/page 4 of 42 Family Leave

"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:



ADMINISTRATION 1643/page 5 of 42 Family Leave

- (a) Requires in-home care or treatment of a child due to the closure of the school or place of care of the child of a staff member, by order of a public official due to the epidemic or other public health emergency;
- (b) Prompts the issuance by a public health authority of a determination, including by mandatory quarantine, requiring or imposing responsive or prophylactic measures as a result of illness caused by an epidemic of a communicable disease or known or suspected exposure to the communicable disease because the presence in the community of a family member in need of care by a staff member would jeopardize the health of others; or
- (c) Results in the recommendation of a health care provider or public health authority, that a family member in need of care by a staff member voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community of that family member in need of care by a staff member, would jeopardize the health of others.
- 3. Staff Member Eligibility
  - a. NJFLA leave may be taken for up to twelve weeks within any twenty-four month period. The NJFLA leave shall be unpaid with benefits subject to contributions required to be made by the staff member.



ADMINISTRATION 1643/page 6 of 42 Family Leave

- 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.



ADMINISTRATION 1643/page 7 of 42 Family Leave

- 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.



ADMINISTRATION 1643/page 8 of 42 Family Leave

- (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



ADMINISTRATION 1643/page 9 of 42 Family Leave

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;



ADMINISTRATION 1643/page 10 of 42 Family Leave

- (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;



ADMINISTRATION 1643/page 11 of 42 Family Leave

- (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.



ADMINISTRATION 1643/page 12 of 42 Family Leave

- (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.



ADMINISTRATION 1643/page 13 of 42 Family 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;



ADMINISTRATION 1643/page 14 of 42 Family Leave

- (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.



ADMINISTRATION 1643/page 15 of 42 Family Leave

- 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



ADMINISTRATION 1643/page 16 of 42 Family Leave

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



ADMINISTRATION 1643/page 17 of 42 Family Leave

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



ADMINISTRATION 1643/page 18 of 41 Family Leave

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



ADMINISTRATON 1643/page 19 of 42 Family Leave

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.



ADMINISTRATION 1643/page 20 of 42 Family Leave

(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.



ADMINISTRATION 1643/page 21 of 42 Family Leave

"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



ADMINISTRATION 1643/page 22 of 42 Family Leave

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



ADMINISTRATION 1643/page 23 of 42 FamilyLeave

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.
      - For intermittent FMLA leave or (i) 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 need medical best can he accommodated through intermittent or reduced FMLA leave schedule.



ADMINISTRATION 1643/page 24 of 42 Family Leave

- (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.



ADMINISTRATION 1643/page 25 of 42 Family Leave

- (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.



ADMINISTRATION 1643/page 26 of 42 Family Leave

(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.



ADMINISTRATION 1643/page 27 of 42 Family Leave

- (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.



ADMINISTRATION 1643/page 28 of 42 Family Leave

- (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.



ADMINISTRATION 1643/page 29 of 42 Family Leave

- (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



ADMINISTRATION 1643/page 30 of 42 Family Leave

- (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.



ADMINISTRATION 1643/page 31 of 42 Family Leave

- 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.



ADMINISTRATION 1643/page 32 of 42 Family Leave

- 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



ADMINISTRATION 1643/page 33 of 42 Family Leave

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



ADMINISTRATION 1643/page 34 of 42 Family Leave

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



ADMINISTRATION 1643/page 35 of 42 Family Leave

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



ADMINISTRATION 1643/page 36 of 42 Family Leave

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.



ADMINISTRATION 1643/page 37 of 42 Family Leave

- (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.



ADMINISTRATION 1643/page 38 of 42 Family Leave

- 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.



ADMINISTRATION 1643/page 39 of 42 Family Leave

- (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 requests FMLA leave, or when the Board acquires knowledge that a staff member's FMLA leave may be for an FMLA-qualifying reason, the Board must notify the staff member of the staff member's eligibility to take FMLA leave within five business days, absent extenuating circumstances.

#### c. Designation Notice

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



ADMINISTRATION 1643/page 40 of 42 Family Leave

(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.



ADMINISTRATION 1643/page 41 of 42 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 1643/page 42 of 42 Family Leave

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: February 22, 2021



PROGRAM
2415/page 1 of 5
Every Student Succeeds Act
M

#### 2415 EVERY STUDENT SUCCEEDS ACT

The Every Student Succeeds Act (ESSA) is a reauthorization of the Elementary and Secondary Education Act (ESEA) of 1965 that provides Federal funds to help all New Jersey's school children achieve. The purpose of the ESSA is to ensure all students have equitable access to high-quality educational resources and opportunities and to close educational achievement gaps. The Board of Education elects to augment the instructional program of students by projects supported by Federal funds allocated under the ESSA and the district will comply with the requirements of all the programs authorized by the ESSA.

The district may be eligible for several grant programs funded through the ESSA, including, but not limited to, Title I through Title VII. Many of the Titles of the ESSA have several parts and subparts that provide a funding source for specific purposes.

### **Application Procedure**

The district will submit an annual ESSA Consolidated Formula Subgrant Application to the New Jersey Department of Education (NJDOE). The school district's application shall include all information required by the NJDOE and the ESSA for the district to be considered for funding under the ESSA.

#### **Covered Programs**

Formula grants under the ESSA are non-competitive grants that school districts are eligible for based on the make-up of their student bodies. These formula grants for each Title are committed to different purposes and may be used to support different activities and programs.



PROGRAM 2415/page 2 of 5 Every Student Succeeds Act

Title I

The largest Federal program supporting elementary and secondary education is Title I. The ESSA strengthens Title I requirements for the State's assessments, accountability system, and support for school improvement. The law also requires minimum qualifications for teachers and paraprofessionals in Title I programs.

The school district must use the best available measure for identifying children from low-income families to: identify eligible school attendance areas, determine the ranking of each area, and determine allocations as identified in the Title I guidelines and regulations.

The school district will offer Title I services to eligible children enrolled in private elementary and secondary schools. The services and benefits will be equitable in comparison to services and benefits for participating public school children.

The school district will provide the New Jersey Department of Education assurances it will provide the maximum coordination between the Title I program, the regular school program, and services provided by other programs for specialized populations. The Title I program will consider the special needs of homeless children, migrant children, children with disabilities and limited English proficient (LEP) children. Title I funds will be reserved so that migrant children who are otherwise eligible to receive Title I services, even if they arrive during the school year, are served.

Type of Title I Program

The school district will offer Target Assistance Title I program.

Target Assistance Program

Schools that are not eligible for (or do not choose to operate) school-wide Title I programs must use Title I funds to provide targeted services to low-achieving students. A Target Assistance program must be established in accordance with the Title I guidelines and regulations and the New Jersey Department of Education.



PROGRAM 2415/page 3 of 5 Every Student Succeeds Act

New Jersey Department of Education Accountability System

The district will comply with the accountability system established by the New Jersey Department of Education and outlined in the New Jersey State Plan and approved by the United States Department of Education.

Fiscal Responsibility

The district will comply with the requirements as outlined in Policy 2415.02 Title I – Fiscal Responsibilities in accordance with the NJDOE and the ESSA.

Staff

The district will comply with the staff certification requirements of the ESSA and the NJDOE. In addition, the district will ensure all paraprofessionals meet the requirements as established by the ESSA and as outlined in Policy 4125 – Employment of Support Staff Members.

Parental Involvement

The district will comply with the requirements as outlined in Policy 2415.04 – Parental Involvement in accordance with the NJDOE and the ESSA.

Student Surveys, Analysis, and/or Evaluations

The Protection of Pupil Rights Amendment (PPRA) applies to school districts that receive Federal funding from the United States Department of Education. The district will comply with the requirements as outlined in Policy 2415.05 - Student Surveys, Analysis, and/or Evaluations in accordance with the PPRA.

**Unsafe School Choice Option** 

In the event there is a school in the district designated as Persistently Dangerous in accordance with the Victims of Violent Criminal Offenses as outlined in the ESSA, the district will comply with the requirements of Policy 2415.06 – Unsafe School Choice Option in accordance with the NJDOE and the ESSA.



PROGRAM 2415/page 4 of 5 Every Student Succeeds Act

### Property

Property acquired through Title I funds for use in public or private schools will be acquired in accordance with the Public School Contracts Law, will be held in title by the Board of Education, and will not be used for other purposes so long as it is required in the Title I program. Property no longer required for Title I purposes will be used for other, similarly funded projects or disposed of in accordance with State and Federal guidelines.

#### Capital Expenses

The Superintendent will assure the district abides by New Jersey's Public Contracts Law; consults appropriate private school officials prior to making any decisions regarding capital expenses; ensure funds that are received to cover capital expenses provide equitable Title I services to private school students; ensure accounts for any capital funding is separately maintained; and assure lease purchase agreements are consistent with applicable statute and administrative code.

#### Post-Award Requirements

The school district will maintain all project records for five years following the completion of the activity for which the funds were used. The school district will prepare and submit all reports as required by the State Department of Education in a timely manner.

### Supplement, Not Supplant

Grant funds provided under Federal programs, including the ESEA of 1965 as amended by the ESSA, shall supplement, not supplant the funds that would, in the absence of such Federal funds, be made available from State and local sources for the education of students participating in programs assisted under the ESEA of 1965 as amended by the ESSA.



PROGRAM 2415/page 5 of 5 Every Student Succeeds Act

Evaluation

The Superintendent or designee will evaluate the ESSA programs as required by the United States and the New Jersey Departments of Education.

Elementary and Secondary Education Act of 1965 (20 U.S.C. 2701 et seq.) as amended by the Every Student Succeeds Act.

Adopted:



PROGRAM
2415.02/page 1 of 2
Title I – Fiscal Responsibilities
M

#### 2415.02 TITLE I – FISCAL RESPONSIBILITIES

The Board of Education will comply with the requirements of the Elementary and Secondary Education Act (ESEA) of 1965 (20 U.S.C. 2701 et seq.) as amended by the Every Student Succeeds Act (ESSA).

#### Maintenance of Effort

To be in compliance with the requirements of the ESEA as amended by the ESSA, the Board of Education will maintain either a combined fiscal effort per student or aggregate expenditures of State and local funds with respect to the provision of the free public education by the Local Education Agency (LEA) for the preceding fiscal year that is not less than ninety percent of the combined fiscal effort per student or the aggregate expenditures for the second preceding fiscal year.

### Comparability with Multiple Schools

To be in compliance with the requirements of the ESEA as amended by the ESSA, the Board of Education directs the Superintendent to assign teachers, administrators, and auxiliary personnel to the schools in such a way that the equivalence of personnel is ensured among schools. The school district will ensure that State and local funds are used to provide comparable services for Title I and non-Title I schools.

### Comparability of Materials and Supplies

To be in compliance with the requirements of the ESEA as amended by the ESSA, the Board of Education directs the Superintendent to distribute curriculum materials and instructional supplies to the schools in such a way that the equivalence of such material is ensured among schools.



PROGRAM 2415.02/page 2 of 2 Title I – Fiscal Responsibilities

Supplement, Not Supplant

Grant funds provided under Federal programs, including the ESEA as amended by the ESSA, shall supplement, not supplant the funds that would, in the absence of such Federal funds, be made available from State and local sources for the education of students participating in programs assisted under the ESEA as amended by the ESSA.

Elementary and Secondary Education Act of 1965 (20 U.S.C. 2701 et seq.) as amended by the Every Student Succeeds Act.

Adopted:



PROGRAM 2415.05/page 1 of 3 Student Surveys, Analysis, and/or Evaluations

#### 2415.05 STUDENT SURVEYS, ANALYSIS, AND/OR EVALUATIONS

The Protection of Pupil Rights Amendment (PPRA) (20 U.S.C. §1232h; 34 CFR Part 98) applies to school districts that receive funding from the United States Department of Education.

#### Consent

PPRA requires written consent from parents of unemancipated minor students and students who are eighteen years old or emancipated minor students before such students are required to participate in a survey, analysis, or evaluation funded in whole or in part by a program of the United States Department of Education that concerns one or more of the following areas referred to as "protected information surveys":

- 1. Political affiliations or beliefs of the student or student's parent;
- 2. Mental or psychological problems of the student or student's family;
- 3. Sex behavior or attitudes;
- 4. Illegal, anti-social, self-incriminating or demeaning behavior;
- 5. Critical appraisals of others with whom respondents have close family relationships;
- 6. Legally recognized privileged or analogous relationships, such as with lawyers, physicians, and ministers;
- 7. Religious practices, affiliations, or beliefs of the student or parents;
- 8. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program); or
- 9. Social security number.



PROGRAM 2415.05/page 2 of 3 Student Surveys, Analysis, and/or Evaluations

This consent requirement also applies to the collection, disclosure or use of student information for marketing purposes, referred to as "marketing surveys", and for certain physical examinations and screenings.

#### "Opt a Student Out" Notice

The parents of unemancipated minor students and students who are eighteen years old or emancipated minor students will be provided an opportunity to opt out of participating in:

- 1. The collection, disclosure, or use of personal information obtained from students for marketing, to sell, or otherwise distribute information to others;
- 2. The administration of any other "protected information survey" not funded in whole or in part by the United States Department of Education; and
- 3. Any non-emergency, invasive physical examination required as a condition of attendance, administered by the school district or its agents, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, scoliosis screenings, or any physical examination or screening permitted or required under State law.

### Inspection

The parents of unemancipated minor students and students who are eighteen years old or emancipated minor students, upon request and before administration or use, have the right to inspect:

- 1. Protected information surveys of students;
- 2. Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes; and



PROGRAM 2415.05/page 3 of 3 Student Surveys, Analysis, and/or Evaluations

3. Instructional material used as part of the educational curriculum.

The Superintendent or designee shall be responsible for obtaining the consent, annual direct notification to parents and eligible students at the start of each school year and after any substantive changes of the "opt a student out" rights, and the inspection rights provisions of PPRA and this Policy. The "opt a student out" notice shall include any specific or approximate dates of the activities eligible for a student to "opt out."

PPRA Consent/Opt Out Violations

Parents or students who believe their rights under PPRA may have been violated may file a complaint with United States Department of Education.

The Protection of Pupil Rights Amendment (PPRA) (20 U.S.C. §1232h; 34 CFR Part 98) Elementary and Secondary Education Act of 1965 (20 U.S.C. 2701 et seq.) as amended by the Every Student Succeeds Act.

Adopted:



PROGRAM 2415.20/page 1 of 3 Every Student Succeeds Act Complaints

### 2415.20 EVERY STUDENT SUCCEEDS ACT COMPLAINTS

The Every Student Succeeds Act (ESSA) reauthorized the Elementary and Secondary Education Act of 1965 (ESEA). A Board of Education shall adopt a policy and written procedures for resolving a written complaint presented by an individual or organization that alleges violations in the administration of the ESSA programs as identified by the New Jersey Department of Education (NJDOE).

Policy and Regulation 2415.20 set forth the requirements for resolving complaints presented by any individual or organization that:

- 1. A school, school district, other agency authorized by the school district, or by the NJDOE violated the administration of education programs authorized by the ESEA as amended by the ESSA; and/or
- 2. The NJDOE violated the administration of education programs required by the ESEA as amended by the ESSA.

Complaints regarding nonpublic school officials alleging school district noncompliance must pertain to at least one of the following three specific reasons:

- 1. The school district did not engage in consultation that was meaningful and timely;
- 2. The school district did not give due consideration to the views of the nonpublic school officials; or
- 3. The school district did not make a decision that treats the nonpublic school or its students equitable and in accordance with ESEA Section 1117 or Section 8501.



PROGRAM 2415.20/page 2 of 3 Every Student Succeeds Act Complaints

A complaint shall be written and must identify, at a minimum, the alleged ESEA violation; a description of previous steps taken to resolve the matter; the facts supporting the alleged violation as understood by the complainant at the time of submission; and any supporting documentation.

A complaint alleging a school in the district, school district, or other agency authorized by the school district, or the NJDOE violated the administration of a program must be submitted to the Assistant Superintendent. The Assistant Superintendent shall be responsible to coordinate the investigation of the Ccomplaint. The Assistant Superintendent shall submit a written report regarding the outcome of the investigation to the complainant.

If the complainant is not satisfied with the outcome of the investigation by the school district, the complainant must submit a written complaint to the Executive County Superintendent for the county where the school district is located. This process does not apply to alleged violations concerning participation of nonpublic school children.

The Executive County Superintendent will coordinate the investigation of a complaint. When the investigation is complete, the Executive County Superintendent will notify the complainant in writing regarding the outcome of the investigation. If it is determined a violation has occurred, the Executive County Superintendent will identify and impose the appropriate consequences or corrective action in accordance with statute and/or regulation to resolve the complaint. If the complainant is not satisfied with the determination that is made by the Executive County Superintendent, the complainant may submit a written request for review of that determination to the Assistant Commissioner.

A complaint alleging the NJDOE violated the administration of a program must be submitted to the designated New Jersey Department of Education Assistant Commissioner. The appropriate NJDOE Office assigned by the Assistant Commissioner will coordinate the investigation of a complaint. When the investigation is complete, the Assistant Commissioner will notify the complainant in writing regarding the outcome of the investigation. If it is determined a violation has occurred, the Assistant Commissioner will identify and impose the appropriate consequences or corrective actions as required by statute and/or regulation to resolve the complaint.



PROGRAM 2415.20/page 3 of 3 Every Student Succeeds Act Complaints

If a complainant does not agree with the NJDOE's decision, the complainant may appeal to the Secretary of the United States Department of Education.

To initiate a complaint regarding participation of nonpublic school children, a complainant must submit a written complaint to the NJDOE Nonpublic Ombudsman in accordance with NJDOE procedures.

New Jersey Department of Education Elementary and Secondary Education Act (ESEA) Complaint Policy and Procedure

Adopted:



SUPPORT STAFF MEMBERS 4125/page 1 of 3 Employment of Support Staff Members

#### 4125 EMPLOYMENT OF SUPPORT STAFF MEMBERS

The Board of Education believes it is vital to the successful operation of the school district that support staff member positions be filled with highly qualified and competent professionals.

In accordance with the provisions of N.J.S.A. 18A:27-4.1, the Board shall appoint, transfer, remove, or renew a certificated or non-certificated officer or employee only upon the recommendation of the Superintendent of Schools and by a recorded roll call majority vote of the full membership of the Board. The Board shall not withhold its approval for arbitrary and capricious reasons. The Board shall approve the employment, fix the compensation, and establish the term of employment for every support staff member employed by this district.

The Board employ substitutes and/or contract for substitutes for absent support staff members in order to ensure continuity in a program. The Board will annually approve a list of substitutes and rate of pay and/or the Board will approve a contract for a contracted service provider to provide substitute support staff members.

The Board of Education shall not employ for pay or contract for the paid services of any support staff member or any other person serving in a position which involves regular contact with students unless the Board has first determined consistent with the requirements and standards of N.J.S.A. 18A:6-7.1 et seq. that no criminal history record information exists on file in the Federal Bureau of Investigation, Identification Division, or the State Bureau of Identification which would disqualify the individual from being employed or utilized in such capacity or position.

An individual employed by the Board or a school bus contractor holding a contract with the Board, in the capacity of a school bus driver, shall be required to meet the criminal history record requirements as outlined in N.J.S.A. 18A:39-19.1.



SUPPORT STAFF MEMBERS 4125/page 2 of 3 Employment of Support Staff Members

The Board will employ paraprofessional school aides and/or classroom aides to assist in the supervision of student activities under the direction of a Principal, teacher, or other designated certified professional personnel. Aides will serve the needs of students by performing nonprofessional duties and may work only under the direct supervision of a teaching staff member(s).

In accordance with the requirements of the Every Student Succeeds Act (ESSA), paraprofessionals hired after January 8, 2002, who work in a program supported with Title I, Part A funds, with certain exceptions, must meet one of the following criteria:

- 1. Completed at least two years of study at an institution of higher education;
- 2. Obtained an associate's (or higher) degree; or
- 3. Met a rigorous standard of quality and be able to demonstrate, through a formal State or local academic assessment, knowledge of and the ability to assist in instructing, reading, writing, and mathematics (or, as appropriate, reading readiness, writing readiness, and mathematics readiness).

Paraprofessional staff working in a Title I school, and whose salary is paid for in whole or in part with Title I funds, must meet one of the criteria listed above. The Superintendent or designee will ensure paraprofessionals working in a program supported with Title I funds meet the above stated requirements.

An individual employed by the Board in any substitute capacity or position shall be required to undergo a criminal history record check in accordance with the provisions of N.J.S.A. 18A:6-7.1b.

An individual, except as provided in N.J.S.A. 18A:6-7.1g, shall be permanently disqualified from employment or service in the school district if the criminal history record check reveals a record of conviction for any crime or offense as defined in N.J.S.A. 18A:6-7.1 et seq.



SUPPORT STAFF MEMBERS 4125/page 3 of 3 Employment of Support Staff Members

The Board or contracted service provider may employ an applicant on an emergent basis for a period not to exceed three months, pending completion of a criminal history record check if the Board or contracted service provider demonstrates to the Commissioner of Education that special circumstances exist which justify the emergent employment as prescribed in N.J.S.A. 18A:6-7.lc. In the event the criminal history record check is not completed for an emergent hired employee within three months, the Board or contracted service provider may petition the Commissioner for an extension of time, not to exceed two months, in order to retain the employee.

No criminal history record check shall be performed unless the applicant shall have furnished written consent to such a check. The applicant shall bear the cost for the criminal history record check, including all costs for administering and processing the check. The district will deny employment to an applicant if the applicant is required and refuses to submit to a criminal history record check.

The Board of Education prohibits any relative of a Board member or the Superintendent of Schools from being employed in an office or position in the school district in accordance with the provisions of N.J.A.C. 6A:23A-6.2 and Board Policy 0142.1 – Nepotism.

A support staff member's misstatement of fact material to his/her qualifications for employment or the determination of his/her salary will be considered by the Board to constitute grounds for dismissal.

```
N.J.S.A. 18A:6-5; 18A:6-6; 18A:6-7.1; 18A:6-7.1b; 18A:6-7.1c; 18A:6-7.2; 18A:16-1 et seq.; 18A:26-1 et seq.; 18A:27-1 et seq.; 18A:27-4.1; 18A:27-7; 18A:27-8; 18A:39-19.1
N.J.S.A. 18A:54-20
```

Adopted:



STUDENTS 5330.01/page 1 of 2 Administration of Medical Cannabis

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

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

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



STUDENTS 5330.01/page 2 of 2 Administration of Medical Cannabis

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

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

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

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

Adopted:



FINANCES 6360/page 1 of 3 Political Contributions M

#### 6360 POLITICAL CONTRIBUTIONS

Political Contribution Disclosure Requirements

In accordance with the requirements of Section 2 of P.L. 2005, Chapter 271 (N.J.S.A. 19:44A-20.26), the Board of Education shall have on file, to be maintained with other documents related to a contract, the following documents to award a contract to any business entity receiving a contract with an anticipated value in excess of \$17,500, regardless of the basis upon which the contract is awarded:

- 1. A Political Contribution Disclosure (PCD) form submitted by the business entity (at least ten days prior to award); and
- 2. A Business Registration Certificate (anytime prior to award).

"Business entity" means a for-profit entity that is a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other State or foreign jurisdiction.

The \$17,500 contract amount is not related to the Board's bid threshold and does not exempt the district from the requirements of the Public School Contracts Law or other applicable purchasing statutes.

The \$17,500 contract amount threshold is subject to the principle of aggregation rules in accordance with the Division of Local Government Services guidance. Unlike the Public School Contracts Law, aggregation thresholds for this Policy and Chapter 271 purposes shall be calculated at the vendor level – meaning, when a vendor receives more than \$17,500 in a school district's fiscal year, a PCD form shall be required.



FINANCES 6360/page 2 of 3 Political Contributions

The disclosure provisions of N.J.S.A. 19:44A-20.26 do not apply in cases where there is a "public emergency" that requires the immediate delivery of goods or services.

Insurance companies and banks are prohibited under State law from making political contributions. However, because the PCD form reflects contributions made by partners, Boards of Directors, spouses, etc., PCD forms are required ten days prior to the approval of a depository designation resolution or insurance company contract awarded by the Board. A PCD form is also required when a contract in excess of \$17,500 is made to an insurance broker. A PCD form is required from the company receiving the contract, regardless of the entity issuing an insurance policy.

PCD forms are required for Board of Education contracts in excess of \$17,500 with a New Jersey Department of Education "Approved In-State Private School for the Disabled." Chapter 271 also applies to in-State private special education schools, educational services under any Federally funded program, early childhood school providers – DHS approved, and other similar programs.

If the school district spends more than \$17,500 in a school year with a newspaper, the selection of the newspaper is subject to the provisions of Chapter 271.

PCD forms are not required for regulated public utility services, as the Board is required by the Board of Public Utilities to use a specific utility. This exception does not apply to non-regulated public utility services, such as generated energy (not tariffed), or long-distance telephone services where other procurement practices are used.

PCD forms are not required for membership to the New Jersey School Boards Association.

A non-profit organization having proper documentation from the Internal Revenue Service (IRS) showing it is registered with the IRS as a 501(c) type corporation is not required to file a PCD form.



FINANCES 6360/page 3 of 3 Political Contributions

A PCD form is not required for contracts with governmental agencies, including State colleges and universities.

If the original contract provided for the possibility of an extension(s), Chapter 271 compliance is not required if the extension/continuation is based on that original contract.

N.J.S.A. 19:44A-1 et seq. N.J.A.C. 6A:23A-6.3 New Jersey Department of Community Affairs Local Finance Notices - 6/4/07 & 1/15/10

Adopted:



PROPERTY
7425/page 1 of 2
Lead Testing of Water in Schools
M

#### 7425 <u>LEAD TESTING OF WATER IN SCHOOLS</u>

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.



PROPERTY 7425/page 2 of 2 Lead Testing of Water in Schools

Notwithstanding the results or date of any prior testing, the Board shall continue to test drinking water outlets in the designated Statewide required testing year, which shall be every third school year beginning with the 2021-2022 school year and subsequently occurring in the 2024-2025 school year. By no later than June 30 of the designated Statewide required testing year, the Board shall test all drinking water outlets in accordance with N.J.A.C. 6A:26-12.4(g)1. The Board shall sample for lead after the replacement of any drinking water outlet or any other alteration to plumbing or service lines that may impact lead levels at the outlet, in accordance with N.J.A.C. 6A:26-12.4(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:



OPERATIONS 8330/page 1 of 6 Student Records M

#### 8330 STUDENT RECORDS

The Board of Education believes that information about individual students must be compiled and maintained in the interest of the student's educational welfare and advancement. The Board will strive to balance the student's right to privacy against the district's need to collect, retain, and use information about individual students and groups of students. The Board authorizes the establishment and maintenance of student files that include only those records mandated by law, rules of the State Board of Education, authorized administrative directive, and those records permitted by this Board.

The Superintendent shall prepare, present to the Board for approval, and distribute regulations that implement this Policy and conform to applicable State and Federal law and rules of the State Board of Education.

#### General Considerations

The Board shall compile and maintain student records and regulate access, disclosure, or communication of information contained in educational records in a manner that assures the security of such records in accordance with the provisions of N.J.A.C. 6A:32-7.1 et seq. Student records shall contain only such information as is relevant to the education of the student and is objectively based on the personal observations or knowledge of the certified school personnel who originate(s) the record. The school district shall provide annual, written notification to parents, adult students, and emancipated minors of their rights in regard to student records and student participation in educational, occupational, and military recruitment programs. Copies of the applicable State and Federal laws and local policies shall be made available upon request. The school district shall make every effort to notify parents and adult students in their dominant language.

A nonadult student may assert rights of access only through his or her parent(s). However, nothing in N.J.A.C. 6A:32-7 shall be construed to prohibit certified school personnel from disclosing at their discretion student records to non-adult students or to appropriate persons in connection with an emergency, if such knowledge is necessary to protect the health or safety of the student or other persons.



OPERATIONS 8330/page 2 of 6 Student Records

No liability shall be attached to any member, officer, or employee of the Board permitting access or furnishing student records in accordance with N.J.A.C. 6A:32-7.1 et seq.

#### **Student Information Directory**

A student information directory is a publication of the Board that includes information relating to a student as defined in N.J.A.C. 6A:32-2.1. This information includes: name; grade level; date and place of birth; dates of school attendance; major field of study; participation in officially recognized activities; weight and height relating to athletic team membership; degrees; awards; the most recent educational agency attended by the student; and other similar information. The student information directory shall be used only by authorized school district personnel and for designated official use by judicial, law enforcement, and medical personnel and not for general public consumption.

In the event the school district publishes a student information directory, the Superintendent or designee will provide a parent or adult student a ten-day period to submit to the Superintendent a written statement prohibiting the school district from including any or all types of information about the student in any student information directory before allowing access to such directory to educational, occupational, and military recruiters pursuant to N.J.S.A. 18A:36-19.1 and 20 U.S.C. §8528 - Armed Forces Recruiter Access to Students and Student Recruiting Information of the Elementary and Secondary Education Act (ESEA) of 196. In accordance with N.J.S.A. 18A:36-19.1, military recruiters will be provided the same access to a student information directory that is provided to educational and occupational recruiters.

#### School Contact Directory for Official Use

A school contact directory for official use is a compilation by the school district that includes the following information for each student: name; address; telephone number; date of birth; and school enrollment. The district shall compile and maintain a school contact directory for official use that is separate and distinct from the student information directory. The student contact directory may be provided for official use only to judicial and law enforcement personnel, and to medical personnel currently providing services to the student in question. To exclude any information from the school contact directory for official use the



OPERATIONS 8330/page 3 of 6 Student Records

parent, adult student, or emancipated minor shall notify the Superintendent or designee in writing.

#### Mandated and Permitted Student Records

Mandated student records are those records school districts have been directed to compile by State statute, regulations, or authorized administrative directive in accordance with N.J.A.C. 6A:32-7.3.

Permitted student records are those student records not mandated pursuant to N.J.A.C. 6A:32-7.3, but authorized by the Board to promote the student's educational welfare. The Board shall authorize the permitted records to be collected by adopting Policy and Regulation 8330, which will list such permitted records.

#### Maintenance and Security of Student Records

The Superintendent or designee shall be responsible for the security of student records maintained in the school district. Policy and Regulation 8330 assure that access to such records is limited to authorized persons.

Records for each individual student may be stored electronically or in paper format. When student records are stored electronically, proper security and back-up procedures shall be administered.

Student health records, whether stored on paper or electronically, shall be maintained separately from other student records, until such time as graduation or termination, whereupon the health history and immunization record shall be removed from the student's health record and placed in the student's mandated record. Records shall be accessible during the hours in which the school program is in operation.

Any district internet website shall not disclose any personally identifiable information about a student without receiving prior written consent from the student's parent, in accordance with the provisions of N.J.S.A. 18A:36-35. Personally identifiable information means student names; student photos; student



OPERATIONS 8330/page 4 of 6 Student Records

addresses; student e-mail addresses; student phone numbers; and locations and times of class trips.

#### Access to Student Records

Only authorized organizations, agencies, or persons as defined in N.J.A.C. 6A:32-7.5 shall have access to student records, including student health records. Access to student records shall be provided to persons authorized such access under N.J.A.C. 6A:32-7.1 et seq. within ten days of a request, but prior to any review or hearing conducted in accordance with N.J.A.C. 6A.

The district shall control access to, disclosure of, and communication regarding information contained in student health records to assure access only to people permitted by Federal and State statute and regulations in accordance with N.J.A.C. 6A:32-7.5.

The district may charge a reasonable fee for reproduction of student records, not to exceed the schedule of costs set forth in N.J.S.A. 47:1A-5, provided that the cost does not effectively prevent the parents or adult students from exercising their rights under N.J.A.C. 6A:32-7 or other Federal and State rules and regulations regarding students with disabilities, including N.J.A.C. 6A:14.

Access to and disclosure of a student's health record shall meet the requirements of the Family Education Rights and Privacy Act, 34 C.F.R. Part 99 (FERPA).

Only authorized organizations, agencies, or persons as defined in N.J.A.C. 6A:32-7.5 shall have access to student records, including student health records.

Nothing in N.J.A.C. 6A:32-7.1 et seq. or in Policy and Regulation 8330 shall be construed to prohibit school personnel from disclosing information contained in the student health record to students or adults in connection with an emergency, if such knowledge is necessary to protect the immediate health or safety of the student or other persons.

In complying with N.J.A.C. 6A:32-7 – Student Records, individuals shall adhere to requirements pursuant to N.J.S.A. 47:1A-10, the Open Public Records Act (OPRA) and 34 CFR Part 99, the Family Educational Rights and Privacy Act (FERPA).



OPERATIONS 8330/page 5 of 6 Student Records

Conditions for Access to Student Records

All authorized organizations, agencies, and persons defined in N.J.A.C. 6A:32-7.1 et seq. shall have access to the records of a student subject to conditions outlined in N.J.A.C. 6A:32-7.6(a).

Rights of Appeal for Parents and Adult Students

Student records are subject to challenge by parents and adult students on the grounds of inaccuracy, irrelevancy, impermissive disclosure, inclusion of improper information or denial of access to organizations, agencies, and persons in accordance with N.J.A.C. 6A:32-7.7(a).

To request a change in the record or to request a stay of disclosure pending final determination of the challenged procedure, the parent or adult student shall follow the procedures pursuant to N.J.A.C. 6A:32-7.7(b).

Appeals relating to student records for students with disabilities shall be processed in accordance with the requirements of N.J.A.C. 6A:32-7.7(b).

Regardless of the outcome of any appeal, a parent or adult student shall be permitted to place in the student record a statement commenting upon the information in the student record or setting forth any reasons for disagreement with the decision made in the appeal. Such statements shall be maintained as part of the student record as long as the contested portion of the record is maintained. If the contested portion of the record is disclosed to any party, the statement commenting upon the information shall also be disclosed to that party.

#### Retention and Disposal of Student Records

A student record is considered to be incomplete and not subject to the provisions of the Destruction of Public Records Law, N.J.S.A. 47:3-15 et seq., while the student is enrolled in the school district. The school district shall retain the student health record and the health history and immunization record according to the School District Records Retention Schedule, as determined by the New Jersey State Records Committee.



OPERATIONS 8330/page 6 of 6 Student Records

Student records of currently enrolled students, other than that described in N.J.A.C. 6A:32-7.8(e), may be disposed of after the information is no longer necessary to provide educational services to a student and in accordance with the provisions of N.J.A.C. 6A:32-7.8(b).

Upon graduation or permanent departure of a student from the school district, the parent or adult student shall be notified in writing that a copy of the entire student record will be provided to them upon request. Information in student records, other than that described in N.J.A.C. 6A:32-7.8(e), may be disposed of, but only in accordance with the Destruction of Public Records Law, N.J.S.A. 47:3-15 et seq. Such disposition shall be in accordance with the provisions of N.J.A.C. 6A:32-7.8(e)2.

No additions shall be made to the record after graduation or permanent departure without the prior written consent of the parent or adult student.

In accordance with N.J.A.C. 6A:32-7.8(e), the New Jersey public school district of last enrollment, graduation, or permanent departure of the student from the school district shall keep for 100 years a mandated record of a student's name, date of birth, name of parents, gender, health history and immunization, standardized assessment results, grades, attendance, classes attended, grade level completed, year completed, and years of attendance.

N.J.S.A. 18A:36-19; 18A:36-19.1; 18A:40-4; 18A:40-19 N.J.A.C. 6A:32-7.1; 6A:32-7.2; 6A:32-7.3; 6A:32-7.4; 6A:32-7.5; 6A:32-7.6; 6A:32-7.7; 6A:32-7.8 20 U.S.C. §8528

Adopted:



COMMUNITY 9713/page 1 of 2 Recruitment by Special Interest Groups M

#### 9713 RECRUITMENT BY SPECIAL INTEREST GROUPS

The Board of Education prohibits recruitment activities by outside organizations on school premises, regardless of the purpose of the recruitment or the nature of the recruitment agency. Except as required and referenced below no information about individual students will be released for the purpose of approaching students for educational, occupational, military, or any other recruitment purpose.

However, a school district that receives funds under ESEA, on request from a military recruiter or an institution of higher education, must provide access to the names, addresses, and telephone listings of each secondary student served by the Board of Education. Parents and/or adult students may submit a written request to the Superintendent or designee to opt out of the disclosure of such information for the student in which case the information will not be released without the parent's or adult student's written consent.

Parent(s) of secondary students and adult students shall be informed annually in writing of their right to request a secondary student's excusal from participation in all recruitment activities and/or from having their child's name, address, and/or telephone listing provided to a military recruiter, an institution of higher education, or a prospective employer.

The district will give military recruiters the same right of access to secondary students as generally provide to post-secondary institutions and prospective employers.

Representatives of bona fide educational institutions, occupational agencies, and the United States Armed Forces may recruit students on school premises by participation in assembly programs, career day activities, and the like and by distributing literature. Permission to recruit on school premises must be requested in writing at least forty-five working days before the planned activity and must be approved in advance by the Superintendent or designee. The Superintendent or designee shall not favor one recruiter over another, but shall not approve an activity that, in the judgment of the Superintendent or designee, carries a substantial likelihood of disrupting the educational program of the school or school district.



COMMUNITY 9713/page 2 of 2 Recruitment by Special Interest Groups

Nothing in this Policy shall be construed as requiring the Board to approve or participate in an activity that appears to advance or inhibit any particular religious sect or religion generally.

N.J.S.A. 18A:36-19.1 Elementary and Secondary Education Act of 1965 – §8528

Adopted:



# APPENDIX

B

ADMINISTRATION R 1642/page 1 of 14 Earned Sick Leave Law

#### R 1642 EARNED SICK LEAVE LAW

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

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

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

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

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

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

"Commissioner" means the Commissioner of Labor and Workforce Development.

"Department" means the Department of Labor and Workforce Development.



ADMINISTRATION R 1642/page 2 of 14 Earned Sick Leave Law

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

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

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

"Employee" means, for the purposes of Policy and Regulation 1642, an individual engaged in service for compensation to a local school district, regional school district, county vocational school, or charter school of the State who is not provided with sick leave with full pay pursuant to N.J.S.A. 18A:30-2 or any other law, rule, or regulation of New Jersey and is eligible to accrue earned sick leave in accordance with the requirements of the Act.

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

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



ADMINISTRATION R 1642/page 3 of 14 Earned Sick Leave Law

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

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

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

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

"Spouse" means a husband or wife.

- B. Provision of Earned Sick Leave N.J.S.A. 34:11D-2
  - 1. The employer shall provide earned sick leave in accordance with the Act for each employee working for the employer.
  - 2. For every thirty hours worked, the employee shall accrue one hour of earned sick leave. The employer will provide an employee their full complement of earned sick leave for a benefit year as required under N.J.S.A. 34:11D-2 on the first day of each benefit year in accordance with the Act.



ADMINISTRATION R 1642/page 4 of 14 Earned Sick Leave Law

- 3. The employer will permit the employee to accrue or use in any benefit year, or carry forward from one benefit year to the next, more than forty hours of earned sick leave.
  - a. Unless the employee has accrued earned sick leave prior to October 29, 2018, the earned sick leave shall begin to accrue on October 29, 2018 for any employee who is hired and commences employment before October 29, 2018 and the employee shall be eligible to use the earned sick leave beginning on February 26, 2019 after the employee commences employment.
  - b. If the employee's employment commences after October 29, 2018, the earned sick leave shall begin to accrue upon the date that employment commences. The employee shall be eligible to use the earned sick leave ten (10) days after employment commences, but no longer than 120 calendar days after employment commences.
- 4. The employer shall be in compliance with N.J.S.A. 34:11D-2 if the employer offers paid time off to an employee, which is fully paid and shall include, but is not limited to personal days, vacation days, and sick days, and may be used for the purposes of N.J.S.A. 34:11D-3 in the manner provided by the Act, and is accrued at a rate equal to or greater than the rate described in N.J.S.A. 34:11D-2.
- 5. The employer shall pay the employee for earned sick leave at the same rate of pay with the same benefits as the employee normally earns, except that the pay rate shall not be less than the minimum wage required for the employee pursuant to N.J.S.A. 34:11-56a4.
- 6. Upon the mutual consent of the employee and employer, an employee may voluntarily choose to work additional hours or shifts during the same or following pay period, in lieu of hours or shifts missed, but shall not be required to work additional hours or shifts or use accrued earned sick leave. The employer may not



ADMINISTRATION R 1642/page 5 of 14 Earned Sick Leave Law

require, as a condition of an employee using earned sick leave, that the employee search for or find a replacement worker to cover the hours during which the employee is using earned sick leave.

- 7. If an employee is transferred to a separate division, entity, or location, but remains employed by the same employer, then the employee shall be entitled to all earned sick leave accrued at the prior division, entity, or location, and shall be entitled to use the accrued earned sick leave as provided in the Act.
- 8. If an employee is terminated, laid off, furloughed, or otherwise separated from employment with the employer, any unused accrued earned sick leave shall be reinstated upon the re-hiring or reinstatement of the employee to that employment, within six months of termination, being laid off or furloughed, or separation, and prior employment with the employer shall be counted towards meeting the eligibility requirements set forth in N.J.S.A. 34:11D-2.
- 9. The employer may choose the increments in which its employees may use earned sick leave, provided that the largest increment of earned sick leave an employee may be required to use for each shift for which earned sick leave is used shall be the number of hours the employee was scheduled to work during that shift.
- C. Permitted Usage of Earned Sick Leave N.J.S.A. 34:11D-3
  - 1. The employer shall permit an employee to use the earned sick leave accrued pursuant to the Act for any of the following:
    - a. Time needed for diagnosis, care, or treatment of, or recovery from, an employee's mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee;
    - b. Time needed for the employee to aid or care for a family member of an employee during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member;



ADMINISTRATION R 1642/page 6 of 14 Earned Sick Leave Law

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



ADMINISTRATION R 1642/page 7 of 14 Earned Sick Leave Law

- (3) A state of emergency declared by the Governor of New Jersey, or upon the recommendation, direction, or order of a healthcare provider or the New Jersey Commissioner of Health or other authorized public official, the employee undergoes isolation or quarantine, or cares for a family member in quarantine, as a result of suspected exposure to a communicable disease and a finding by the provider or authority that the presence in the community of the employee or family member would jeopardize the health of others; or
- e. Time needed by the employee in connection with a child of the employee to attend a school-related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.
- 2. If an employee's need to use earned sick leave is foreseeable, the employer will require advance notice, not to exceed seven calendar days prior to the date the leave is to begin, of the intention to use the leave and its expected duration, and shall make a reasonable effort to schedule the use of earned sick leave in a manner that does not unduly disrupt the operations of the employer. If the reason for the leave is not foreseeable, the employer will require an employee to give notice of the intention as soon as practicable, if the employer has notified the employee of this requirement.
  - a. The employer may prohibit employees from using foreseeable earned sick leave on certain dates provided reasonable notice of these dates is provided to employees and the employer will require reasonable documentation if sick leave that is not foreseeable is used during those dates.



ADMINISTRATION R 1642/page 8 of 14 Earned Sick Leave Law

- b. For earned sick leave of three or more consecutive days, the employer will require reasonable documentation that the leave is being taken for the purpose permitted under N.J.S.A. 34:11D-3.a. and C.1. above.
- c. If the leave is permitted under N.J.S.A. 34:11D-3.a.(1) and C.1.a. above or N.J.S.A. 34:11D-3.a.(2) and C.1.b. above, documentation signed by a health care professional who is treating the employee or the family member of the employee indicating the need for the leave and, if possible, number of days of leave, shall be considered reasonable documentation.
- d. If the leave is permitted under N.J.S.A. 34:11D-3.a.(3) and C.1.c. above because of domestic or sexual violence, any of the following shall be considered reasonable documentation domestic or sexual violence: documentation; a law enforcement agency record or report; a court order; documentation that the perpetrator of the domestic or sexual violence has been convicted of a domestic or sexual violence offense; certification from a certified Domestic Violence Specialist or a representative of a designated domestic violence agency or other victim services organization; or other documentation or certification provided by a social worker, counselor, member of the clergy, shelter worker, health care professional, attorney, or other professional who has assisted the employee or family member in dealing with the domestic or sexual violence.
- e. If the leave is permitted under N.J.S.A. 34:11D-3.a.(4) and C.1.d. above, a copy of the order of the public official or the determination by the health authority shall be considered reasonable documentation.



ADMINISTRATION R 1642/page 9 of 14 Earned Sick Leave Law

- f. If the leave is permitted under N.J.S.A. 34:11D-3.a.(5) and C.1.e. above, tangible proof of the reasons outlined in N.J.S.A. 34:11D-3.a.(5) and C.1.e. above shall be considered reasonable documentation.
- 3. Nothing in the Act shall be deemed to require the employer to provide earned sick leave for an employee's leave for purposes other than those identified in N.J.S.A. 34:11D-3, or prohibit the employer from taking disciplinary action against an employee who uses earned sick leave for purposes other than those identified in N.J.S.A. 34:11D-3.
- 4. The employer will not pay an employee for unused earned sick leave at the end of the benefit year pursuant to N.J.S.A. 34:11D-3.c.
- 5. If the employer provides an employee with the full complement of earned sick leave for a benefit year on the first day of each benefit year as indicated in B.2. above, then the employer shall permit the employee to carry forward any unused sick leave to the next benefit year.
- 6. Unless the employer's policy or a collective bargaining agreement provides for the payment of accrued earned sick leave upon termination, resignation, retirement, or other separation from employment, an employee shall not be entitled under N.J.S.A. 34:11D-3 to payment of unused earned sick leave upon the separation from employment.
- 7. Any information the employer possesses regarding the health of an employee or any family member of the employee or domestic or sexual violence affecting an employee or employee's family member shall be treated as confidential and not disclosed except to the affected employee or with the written permission of the affected employee.



ADMINISTRATION R 1642/page 10 of 14 Earned Sick Leave Law

- D. Retaliation, Discrimination Prohibited N.J.S.A. 34:11D-4 and N.J.S.A. 34:11D-12
  - 1. No employer shall take retaliatory personnel action or discriminate against an employee who accrues sick leave under the Act because the employee requests or uses earned sick leave either in accordance with the Act or the employer's own earned sick leave policy for employees covered under the Act. Any complaints alleging a violation of the Act shall be filed in accordance with the provisions of N.J.S.A. 34:11D-4.
    - a. The employer shall not count earned sick leave taken under the Act as an absence that may result in the employee being subject to discipline, discharge, demotion, suspension, a loss or reduction of pay, or any other adverse action.
  - 2. There shall be a rebuttable presumption of an unlawful retaliatory personnel action under N.J.S.A. 34:11D-4 whenever the employer takes adverse action against an employee within ninety days of when that employee:
    - a. Files a complaint with the Department or a court alleging a violation of any provision of N.J.S.A. 34:11D-4;
    - b. Informs any person about the employer's alleged violation of N.J.S.A. 34:11D-4;
    - c. Cooperates with the Department or other persons in the investigation or prosecution of any alleged violation of N.J.S.A. 34:11D-4;
    - d. Opposes any policy, practice, or act that is unlawful under N.J.S.A. 34:11D-4; or
    - e. Informs any person of his or her rights under N.J.S.A. 34:11D-4.



ADMINISTRATION R 1642/page 11 of 14 Earned Sick Leave Law

- 3. Protections of N.J.S.A. 34:11D-4 shall apply to any person who mistakenly but in good faith alleges violations of the Act.
- 4. Any violator of the provisions of N.J.S.A. 34:11D-4 shall be subject to relevant penalties and remedies provided by the "New Jersey State Wage and Hour Law," N.J.S.A. 34:11-56a et seq., including the penalties and remedies provided by N.J.S.A. 34:11-56a24, and relevant penalties and remedies provided by N.J.S.A. 2C:40A-2, for discharge or other discrimination.
- 5. The employer shall not, during the Public Health Emergency and State of Emergency declared by the Governor of New Jersey in Executive Order 103 of 2020 concerning the coronavirus disease 2019 pandemic, terminate or otherwise penalize an employee if the employee requests or takes time off from work based on the written or electronically transmitted recommendation of a medical professional licensed in New Jersey that the employee take that time off for a specified period of time because the employee has, or is likely to have, an infectious disease, as defined in N.J.S.A. 26:13-2, which may infect others at the employee's workplace.
  - a. The employer shall not, following that specified period of time as per D.5. above, refuse to reinstate the employee to employment in the position held when the leave commenced with no reduction in seniority, status, employment benefits, pay, or other terms and conditions of employment.
- E. Violations; Remedies, Penalties, Other Measures N.J.S.A. 34:11D-5
  - 1. Any failure of the employer to make available or pay earned sick leave as required by the Act, or any other violation of the Act, shall be regarded as a failure to meet the wage payment requirements of the "New Jersey State Wage and Hour Law," N.J.S.A. 34:11-56a et seq., or other violation of the New Jersey State Wage and Hour Law, as the case may be, and remedies, penalties, and other measures provided by the New Jersey State Wage and Hour Law, N.J.S.A. 34:11-58, and N.J.S.A. 2C:40A-2 for failure to pay



ADMINISTRATION R 1642/page 12 of 14 Earned Sick Leave Law

wages or other violations of the New Jersey State Wage and Hour Law shall be applicable, including, but not limited to, penalties provided pursuant to N.J.S.A. 34:11-56a22 and 34:11-56a24, and civil actions by employees pursuant to N.J.S.A. 34:11-56a25, except that an award to an employee in a civil act shall include, in addition to the amount provided pursuant to N.J.S.A. 34:11-56a25, any actual damages suffered by the employee as the result of the violation plus an equal amount of liquidated damages.

- F. Retention of Records, Access N.J.S.A. 34:11D-6
  - 1. The employer shall retain records documenting hours worked by employees and earned sick leave accrued/advanced, used, paid, and paid out and carried over by/to employees, for a period of five years, and shall, upon demand, allow the Department access to those records to monitor compliance with the requirements of the Act.
    - a. If an employee makes a claim the employer has failed to provide earned sick leave required by the Act and the employer has not maintained or retained adequate records documenting hours worked by the employee and earned sick leave taken by the employee or does not allow the Department access to the records, it shall be presumed the employer has failed to provide the earned sick leave, absent clear and convincing evidence otherwise.
  - 2. In addition, the penalties provided by the "New Jersey State Wage and Hour Law," N.J.S.A. 34:11-56a et seq. for violations of the requirements of the New Jersey State Wage and Hour Law regarding the maintaining and disclosure of records shall apply to violations of the requirements of N.J.S.A. 34:11D-6.
- G. Notification to Employees N.J.S.A. 34:11D-7
  - 1. The employer shall provide notification, in a form issued by the Commissioner, to employees of their rights under the Act, including the amount of earned sick leave to which they are



ADMINISTRATION R 1642/page 13 of 14 Earned Sick Leave Law

entitled and the terms of its use and remedies provided by the Act to employees if the employer fails to provide the required benefits or retaliates against employees exercising their rights under the Act.

- a. The employer shall conspicuously post the notification in a place or places accessible to all employees in each of the employer's workplaces.
- b. The employer shall also provide each employee with a written copy of the notification: not later than thirty days after the form of the notification is issued; at the time of the employee's hiring, if the employee is hired after the issuance; and at any time, when first requested by the employee.
- c. The Commissioner shall make the notifications available in English, Spanish, and any other language that the Commissioner determines is the first language of a significant number of workers in the State and the employer shall use the notification in English, Spanish, or any other language for which the Commissioner has provided notifications and which is the first language of a majority of the employer's workforce.
- H. Provisions Preemptive; Construction of Act N.J.S.A. 34:11D-8
  - 1. No provision of the Act, or any regulations promulgated to implement or enforce the Act, shall be construed as:
    - a. Requiring the employer to reduce, or justifying the employer in reducing, rights or benefits provided by the employer pursuant to the employer's policy or a collective bargaining agreement which are more favorable to employees than those required by the Act or which provide rights or benefits to employees not covered by the Act;



ADMINISTRATION R 1642/page 14 of 14 Earned Sick Leave Law

- b. Preventing or prohibiting the employer from agreeing, through a collective bargaining agreement or employer policy, to provide rights or benefits which are more favorable to employees than those required by the Act or to provide rights or benefits to employees not covered by the Act;
- c. Prohibiting the employer from establishing a policy whereby an employee may donate unused accrued earned sick leave to another employee or other employees; or
- d. Superseding any law providing collective bargaining rights for employees, or in any way reducing, diminishing, or adversely affecting those collective bargaining rights, or in any way reducing, diminishing, or affecting the obligations of the employer under those laws.
- 2. Employees or employee representatives may waive the rights or benefits provided under the Act during the negotiation of a collective bargaining agreement.
- 3. With respect to employees covered by a collective bargaining agreement in effect on October 29, 2018, no provision of the Act shall apply until the stated expiration of the collective bargaining agreement.
- I. Severability N.J.S.A. 34:11D-9
  - 1. The provisions of the Act shall be deemed to be severable and if any section, subsection, paragraph, sentence or other part of the Act is declared to be unconstitutional, or the applicability thereof to any person is held invalid, the remainder of the Act shall not thereby be deemed to be unconstitutional or invalid.

Adopted:



PROGRAM R 2415.20/page 1 of 8 Every Student Succeeds Act Complaints M

#### R 2415.20 EVERY STUDENT SUCCEEDS ACT

The Every Student Succeeds Act (ESSA) requires the a Board of Education to adopt a policy and written procedures that offer parent(s), public agencies, other individuals, or organizations a method for receipt and resolution of complaints alleging violations in the administration of the ESSA programs.

- A. Complaint Procedure Alleging a Violation by a School, School District, or Other Agency Authorized by the School District
  - 1. A complaint is an allegation submitted in writing (mail or email) by an individual or organization that a school, school district, or other agency authorized by the school district has violated the law in the administration of education programs required by the ESSA.
  - 2. A complaint must identify at a minimum the following:
    - a. The alleged ESSA violation;
    - b. A description of previous steps taken to resolve the matter;
    - c. The facts supporting the alleged violation as understood by the complainant at the time of submission; and
    - d. Any supporting documentation (e.g., letters, emails, logs, agenda, meeting minutes).
  - 3. A complaint must be submitted to the Executive County Superintendent for the county where the school, school district, or other authorized agency is located.



PROGRAM R 2415.20/page 2 of 8 Every Student Succeeds Act Complaints

- 4. When a written complaint is received by the Executive County Superintendent, the Executive County Superintendent will issue a Letter of Acknowledgement to the complainant within ten calendar days of receipt of the complaint. This letter will contain the following information:
  - a. The date the complaint was received;
  - b. A brief statement of the manner in which the Executive County Superintendent will investigate the complaint;
  - c. If necessary, a request for additional information regarding the complaint;
  - d. A resolution date within forty-five calendar days from the date the written complaint was received by the Executive County Superintendent; and
  - e. The name and telephone number of a contact person for status updates.
- 5. The Executive County Superintendent will coordinate the investigation of a complaint.
- 6. When the investigation is complete, the Executive County Superintendent will notify the complainant in writing regarding the outcome of the investigation.
  - a. If the Executive County Superintendent determines a violation has occurred, the Executive County Superintendent will identify and impose the appropriate consequences or corrective action as required in accordance with statute and/or regulation to resolve the complaint.
  - b. If the complainant is not satisfied with the determination that is made by the Executive County Superintendent, the complainant may submit a written request for review of that determination to the Assistant Commissioner, Division



PROGRAM R 2415.20/page 3 of 8 Every Student Succeeds Act Complaints

of Learning Supports and Specialized Services via email at essa@doe.nj.gov with subject line "ESEA Complaint Decision Review" or via hard copy at the following address:

New Jersey Department of Education Assistant Commissioner Division of Learning Supports and Specialized Services P.O. Box 500 Trenton, New Jersey 08625-0500

- B. Complaint Procedure Alleging a Violation by the New Jersey Department of Education (NJDOE)
  - 1. A complaint is a written allegation the NJDOE has violated the law in the administration of education programs required by the ESSA.
  - 2. A complaint must identify at a minimum the following:
    - a. The alleged ESSA violation;
    - b. A description of previous steps taken to resolve the matter;
    - c. The facts supporting the alleged violation as understood by the complainant at the time of submission; and
    - d. Any supporting documentation (e.g., letters, emails, logs, agenda, meeting minutes).
  - 3. To initiate a complaint alleging the NJDOE has violated the administration of an ESEA program, a complainant must submit a written complaint to the New Jersey Department of Education Assistant Commissioner, Division of Learning Supports and Specialized Services via email at essa@doe.nj.gov with subject line "ESEA Complaint or via hard copy sent to the following address:



PROGRAM R 2415.20/page 4 of 8 Every Student Succeeds Act Complaints

New Jersey Department of Education Assistant Commissioner Division of Learning Supports and Specialized Services P.O. Box 500 Trenton, New Jersey 08625-0500

- 4. When a written complaint is received by the NJDOE, an Assistant Commissioner will assign the investigation of this complaint to the appropriate office. The NJDOE will issue a Letter of Acknowledgement to the complainant within ten calendar days of receipt of the complaint. This letter shall contain the following information:
  - a. The date the complaint was received;
  - b. A brief statement of the manner in which the NJDOE will investigate the complaint;
  - c. If necessary, request for additional information regarding the complaint;
  - d. A resolution date within forty-five calendar days from the date the complaint was received; and
  - e. The name and telephone number of a contact person for status updates.
- 5. The NJDOE Office assigned by the Assistant Commissioner to investigate a complaint concerning an alleged violation by the NJDOE will coordinate the investigation of the complaint. will notify the complainant in writing regarding the outcome of the investigation.



PROGRAM R 2415.20/page 5 of 8 Every Student Succeeds Act Complaints

- a. If the NJDOE Office assigned by the Assistant Commissioner of Education determines a violation by the NJDOE has occurred after conducting an investigation, the Assistant Commissioner will identify and impose appropriate consequences or corrective action in accordance with the statute and/or regulation to resolve the complaint.
- b. If the complainant is not satisfied with the NJDOE's decision, the complainant may request a review of the NJDOE's decision to the Secretary of the United States Department of Education (USDOE). The complainant may send the request, reasons supporting the request, and a copy of NJDOE's resolution to the following address:

Secretary, United States Department of Education 400 Maryland Avenue, SW Washington, DC 20202-4611

New Jersey Department of Education – Every Student Succeeds Act (ESSA) in New Jersey ESEA Complaint Policy and Procedures

Adopted:



STUDENTS
R 5330.01/page 1 of 8
Administration of Medical Cannabis

#### R 5330.01 <u>ADMINISTRATION OF MEDICAL CANNABIS</u>

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

#### A. Definitions

For the purpose of Policy and Regulation 5330.01:

- 1. "Cannabis" has the meaning given to marijuana in Section 2 of the "New Jersey Controlled Dangerous Substances Act," N.J.S.A. 24:21-2.
- 2. "Commission" means the Cannabis Regulatory Commission established pursuant to N.J.S.A. 24:6I-24.
- 3. "Designated caregiver(s)" means a resident of New Jersey who:
  - a. Is at least eighteen years old;
  - b. Has agreed to assist with a registered qualifying student patient's medical use of cannabis, is not currently serving as a designated caregiver(s) for more than one other qualifying patient, and is not the qualifying student patient's health care practitioner;
  - c. Is subject to the provisions of N.J.S.A. 24:6I-4.c.(2), has never been convicted of possession or sale of a controlled dangerous substance, unless such conviction occurred after the effective date [Oct. 1, 2010] of N.J.S.A. 24:6I-1 et seq. and was for a violation of Federal law related to possession or sale of cannabis that is authorized under N.J.S.A. 24:6I-1 et seq. or N.J.S.A. 18A:40-12.22 et seq.;



STUDENTS R 5330.01/page 2 of 8 Administration of Medical Cannabis

- d. Has registered with the Commission pursuant to N.J.S.A. 24:6I-4 and, except in the case of a designated caregiver(s) who is an immediate family member of the qualified student patient, has satisfied the criminal history background check requirement of N.J.S.A. 24:6I-4; and
- e. Has been designated as designated caregiver(s) by the qualifying student patient when registering or renewing a registration with the Commission or in other written notification to the Commission.
- 4. "Health Care Practitioner" means a physician, advanced practice nurse, or physician assistant licensed or certified pursuant to N.J.S.A. 45 who:
  - a. Possesses active registrations to prescribe controlled dangerous substances issued by the United States Drug Enforcement Administration and the Division of Consumer Affairs in the Department of Law and Public Safety;
  - b. Is the health care practitioner responsible for the ongoing treatment of a qualifying student patient's qualifying medical condition, the symptoms of that condition, or the symptoms associated with the treatment of that condition, provided; however, that the ongoing treatment shall not be limited to the provision of authorization for a patient to use medical cannabis or consultations solely for that purpose; and
  - c. If the qualifying student patient is a minor, a pediatric specialist.
- 5. "Medical use of cannabis" means the acquisition, possession, transport, or use of cannabis or paraphernalia by a registered qualifying student patient as authorized by N.J.S.A. 24:6I-1 et seq. and N.J.S.A. 18A:40-12.22 et seq.



STUDENTS R 5330.01/page 3 of 8 Administration of Medical Cannabis

- 6. "Parent" means the custodial parent or person who has legal custody of a qualifying student patient who may also be the designated caregiver(s) registered with the Commission by the New Jersey Department of Health to administer medical cannabis to a student in accordance with the provisions of N.J.S.A. 18A:40-12.22 and N.J.S.A 24:6I-4.
- 7. "Qualifying student patient" for the purpose of Policy and Regulation 5330.01 means a resident of the State who is a student enrolled and attending school in this school district who has been authorized for the medical use of cannabis by a health care practitionerin accordance with the provisions of N.J.S.A. 18A:40-12.22 and N.J.S.A 24:6I-1 et seq.
- 8. "Registration with the Commission" means a person has met the qualification requirements for, and has been registered by the Commission as, a registered qualifying patient, designated caregiver(s), or institutional caregiver(s). The Commission shall establish appropriate means for health care practitioners, health care facilities, medical cannabis dispensaries, law enforcement, schools, facilities providing behavioral health services or services for persons with developmental disabilities, and other appropriate entities to verify an individual's status as a registrant with the Commission.
- B. Registration Qualifying Student Patient and Designated Caregiver(s)
  - 1. A qualifying student patient must be authorized to engage in the medical use of cannabis and the designated caregiver(s) must be authorized to assist the qualifying student patient with the medical use of cannabis pursuant to the provisions of N.J.S.A. 24:6I-1 et seq.
  - 2. A qualifying student patient and their designated caregiver(s) must complete the registration process in accordance with the provisions of N.J.S.A. 24:6I-4 and any other requirements of the Commission.



STUDENTS R 5330.01/page 4 of 8 Administration of Medical Cannabis

- 3. The qualifying student patient's parent shall be responsible to immediately inform the Principal of any change in the status of the student's registration with the Commission that would deem the registration with the Commission null and void due to any reason outlined in N.J.S.A. 24:6I-1 et seq.
- 4. The qualifying student patient's designated caregiver(s) shall be responsible to immediately inform the Principal of any change in the status of any designated caregiver(s)'s current registration with the Commission that would deem the registration with the Commission null and void due to any reason outlined in N.J.S.A. 24:6I-1 et seq.
- C. Submission for Authorization for Administration of Medical Cannabis
  - 1. A parent of a qualifying student patient requesting the administration of medical cannabis to the student while on school grounds, aboard a school bus, or attending a school-sponsored event must submit a written request to the Principal with proof of current registration with the Commission for the qualifying student patient and the designated caregiver(s) and a copy of the health care provider's order or prescription indicating dosage information and the method of administration for the medical cannabis to the qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event.

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



STUDENTS R 5330.01/page 5 of 8 Administration of Medical Cannabis

- a. The parent's written request and all supporting documentation must be submitted to the Principal at least five school days before the first day of the requested administration.
- 2. The Principal shall review the proof of current registration with the Commission and supporting documentation submitted by the parent with the school physician, the school nurse, and the Superintendent of Schools.
- 3. Upon review and approval of the documentation submitted by the parent, the Principal will inform the parent or designated caregiver(s), if the parent is not the designated caregiver(s), in writing with the following information:
  - a. The location (school, office, etc.) where the designated caregiver(s) shall report to administer the medical cannabis;
  - b. The school staff member(s) who the designated caregiver(s) must see to coordinate the administration of medical cannabis;
  - c. The time the designated caregiver(s) shall report to administer the medical cannabis;
  - d. The specific location where the medical cannabis shall be administered to the student; and
  - e. A copy of Policy and Regulation 5330.01 Administration of Medical Cannabis.
- 4. In the event the Principal, after consultation with the school nurse, school physician, and Superintendent, has a question or concern regarding the current registration with the Commission or supporting documentation submitted by the parent, the Principal or school physician will contact the parent with the question or concern.



STUDENTS R 5330.01/page 6 of 8 Administration of Medical Cannabis

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

#### D. Administration of Medical Cannabis

- 1. Medical cannabis shall only be administered by the designated caregiver(s) and at the approved location, times, and method as indicated in the parent's request that was approved in writing by the Principal.
- 2. In accordance with the provisions of N.J.S.A. 18A:40-12.22.b.(5), medical cannabis cannot be administered to a qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event by smoking or other form of inhalation.
- 3. Prescribed medical cannabis must always be in the possession of the designated caregiver(s) and may not be in the possession of the qualifying student patient at any time on school grounds, aboard a school bus, or at a school-sponsored event.
- 4. The Principal, after consultation with the school nurse, school physician, and the Superintendent, will determine a specific location for the administration of the medical cannabis to the qualifying student patient.
  - a. The Principal will designate a private area, if possible, for the designated caregiver(s) to administer the medical cannabis to the qualifying student patient. The amount of privacy provided for the administration will depend on the approved method of administration and the designated location. The location may be a nurse's office, a private office, a private restroom facility, or any other location appropriate for the approved method of administration.



STUDENTS R 5330.01/page 7 of 8 Administration of Medical Cannabis

- 5. The designated caregiver(s) shall report to the approved location prior to the scheduled time for the administration of medical cannabis to the qualifying student patient. The designated caregiver(s) must show proof of current registration with the Commission and a second form of identification which shall be a photograph identification.
- 6. The Principal or supervising school staff member of a school-sponsored event may designate a school staff member to escort the designated caregiver(s) to the qualifying student patient at the designated time to the designated location for the administration.
- 7. The Principal may designate a school staff member to observe the administration of the medical cannabis on school grounds, aboard a school bus, or at a school-sponsored event.
- 8. The designated caregiver(s) shall assist in the administration of medical cannabis to the qualifying student patient in accordance with the method and dosage prescribed by the health care practitioner and included in the parent's request to the Principal.
- 9. The qualifying student patient shall return to his/her class or event as soon as possible after the administration.
- 10. The designated caregiver(s) will be escorted outside the school building, away from the school bus, or away from the school-sponsored event, if applicable, by a school staff member after the administration.
  - a. The qualifying student patient and/or designated caregiver(s) may be asked to remain at the location of the administration by the school staff member in the event the student needs some additional time after the administration and before returning to their class or event.



STUDENTS R 5330.01/page 8 of 8 Administration of Medical Cannabis

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

Adopted:



PROPERTY R 7425/page 1 of 6 Lead Testing of Water in Schools M

#### R 7425 <u>LEAD TESTING OF WATER IN SCHOOLS</u>

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.



PROPERTY R 7425/page 2 of 6 Lead Testing of Water in Schools

- (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



PROPERTY R 7425/page 3 of 6 Lead Testing of Water in Schools

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 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.



PROPERTY R 7425/page 4 of 6 Lead Testing of Water in Schools

- 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 where 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.



PROPERTY R 7425/page 5 of 6 Lead Testing of Water in Schools

- 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:
      - (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



PROPERTY R 7425/page 6 of 6 Lead Testing of Water in Schools

- (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;
  - 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:



# APPENDIX

C

#### Glen Rock Board of Education

Home



#### To Regulation



Search District Policies

District Policies TOC

#### **District Policy**

#### 2415.03- HIGHLY QUALIFIED TEACHERS (M)

Section: Program

Date Created: June 2020 Date Edited: June 2020

#### M

The No Child Left Behind Act (NCLB) requires all teachers be or become highly qualified in the core academic content area(s) they teach in accordance with the United States Department of Education and the New Jersey Department of Education highly qualified teacher requirements.

Teachers who have achieved highly qualified status retain highly qualified status permanently for the teaching assignment designated on the approved highly qualified teacher forms. No teacher providing direct instruction in core content areas is grandfathered or exempt from this process.

The district shall maintain the appropriate highly qualified documentation for all teachers who provide direct instruction in core content areas. When a teacher changes teaching assignments, which requires different content expertise, additional highly qualified teacher forms must be completed and kept on file within the district. Highly qualified teacher documentation should be completed for all new teachers and for those with new teaching assignments at the beginning of each school year.

When a teacher obtains employment in a new school district, the new district must contact the previous place of employment to have the teacher's official highly qualified teacher forms sent to the new district. A teacher hired from another State must hold New Jersey certification and must meet New Jersey's highly qualified teacher requirements. Out-of-State teachers may provide documentation to support their highly qualified teacher status from the previous State in which they taught.

All Title I schools must send out a Right-to-Know letter in the beginning of every school year informing parent(s) or legal guardian(s) that they have the right to know the qualifications of their child's teacher. The letter should be sent by all Title I and non-Title I districts. In addition, in all Title I schools, the parent(s) or legal guardian(s) of students whose teacher is not yet highly qualified must be notified. Copies of these letters must be kept on file in the school.

No Child Left Behind Act of 2001, §1119

Adopted: 23 June 2020

#### Glen Rock Board of Education

Home



#### To Regulation



Search District Policies

District Policies TOC

#### **District Policy**

#### 3431.1- FAMILY LEAVE (M)

Section: Teaching Staff Members Date Created: June 2020 Date Edited: June 2020

#### M

Table of Contents

- A. Introduction
- B. Applicability
- C. Definitions
  - 1. Federal Family and Medical Leave Act
  - 2. New Jersey Family Leave Act
- D. Eligibility
  - 1. Federal Family and Medical Leave Act
  - 2. New Jersey Family Leave Act
- E. Types of Leave
  - 1. Federal Family and Medical Leave Act
    - a. Intermittent and/or Reduced Leave for Birth or Placement of Son/Daughter
    - b. Intermittent and/or Reduced Leave for Medical Treatment of a Related Serious Health Condition
    - c. Intermittent Leave for Serious Health Condition
    - d. Reduced Leave
    - e. Holidays
    - f. "Instructional Employee" Limitations
    - g. Servicemember Qualifying Exigency Leave
    - h. Military Caregiver Leave
  - 2. New Jersey Family Leave Act
    - a. Intermittent Leave
    - b. Reduced Leave
    - c. Holidays

- F. Notice
  - 1. Federal Family and Medical Leave Act
    - a. Foreseeable Leave
    - b. Unforeseeable Leave
  - 2. New Jersey Family Leave Act
    - a. Foreseeable Leave
    - b. Unforeseeable Leave
- G. Leave Designation
- H. Benefits
- I. Returning from Leave
- J. Ineligible Staff Members
  - 1. Federal Family and Medical Leave Act
  - 2. New Jersey Family Leave Act
- K. Verification of Leave
  - 1. Federal Family and Medical Leave Act
  - 2. New Jersey Family Leave Act
- L. Interference with Family Leave Rights
- M. Non-Tenured Teaching Staff
- N. Record Keeping
- O. Processing of Complaints
- A. Introduction

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

FMLA leave for eligible staff members shall be up to twelve weeks leave of absence in a twelve month period upon advance notice to the district for the birth of a son or daughter of the staff member and in order to care for such son or daughter; for the placement of a son or daughter with the staff member for adoption or foster care; in order to care for the spouse, son, daughter, or parent of the staff member if such spouse, son, daughter, or parent has a serious health condition; or for a serious health condition that makes the staff member unable to perform the functions of the position of such staff member, or because of any qualifying exigency arising out of the fact that the staff member's

spouse, son, daughter, or parent is a military member on active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty). In addition, eligible staff members may take up to a combined total of twenty-six workweeks in a single twelve month period to care for a covered servicemember with a serious injury or illness.

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

#### B. Applicability

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

- 1. If the staff member is eligible for leave for reasons provided under the FMLA and NJFLA, then the time taken shall be concurrent and be applied to both laws.
- 2. The NJFLA provides twelve weeks leave in a twenty-four month period while the FMLA provides twelve weeks leave in a twelve-month period. A staff member is eligible for up to twelve weeks leave in the first twelve months of the twenty-four month period under the NJFLA. A staff member is eligible for up to twelve weeks leave in the second twelve-month period under the FMLA.
- 3. In the event the reason for the family leave is recognized under one law and not the other law, the staff member is eligible for each law's leave entitlements within one twelve-month period. (Example: A staff member may use their FMLA leave for a twelve week family leave for their own pregnancy, which is considered a "serious health condition" under FMLA, and upon conclusion of the twelve week FMLA leave, the staff member would be eligible for a twelve week NJFLA leave to care for their newborn or any other reasons pursuant to the NJFLA.)

#### C. Definitions

1. Federal Family and Medical Leave Act (FMLA)

"Contingency operation" means a military operation that results in the call or order to, or retention on, active duty of members of the uniformed services during a war or during a national emergency declared by the President or Congress. "Covered active duty" or "call to covered active duty" means duty during deployment of a member with the Armed Forces to a foreign country and, in the case of a member of the Reserve components of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation.

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

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

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

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

purposes, then only the designated cousin is eligible as the covered servicemember's next of kin. An employer is permitted to require an employee to provide confirmation of covered family relationship to the covered servicemember pursuant to 29 CFR §825.122(k). 29 CFR §825.127(d)(3)

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

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

"Parent of a covered servicemember" means a covered servicemember's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents "in law."

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

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

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

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

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

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

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

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

"Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under State law in the State in which the marriage was entered into or, in the case of a marriage entered into outside of any State, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This definition includes an individual in a same-sex marriage or common law marriage. 29 CFR §825.122

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

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

#### 2. New Jersey Family Leave Act (NJFLA)

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

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

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

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

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

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

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

#### D. Eligibility

1. Federal Family and Medical Leave Act (FMLA)

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

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

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

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

#### 2. New Jersey Family Leave Act (NJFLA)

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

The district shall grant a family leave under NJFLA to more than one staff member from the same family (for example, a husband and a wife, or a brother and a sister) at the same time, provided such staff members are otherwise eligible for the leave. N.J.A.C. 13:14-1.12

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

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

#### E. Types of Leave

1. Federal Family and Medical Leave Act (FMLA)

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

- a. Leave for the birth of a son or daughter or placement of a son or daughter with the staff member for adoption or foster care may not be taken by a staff member intermittently or on a reduced leave schedule.
- b. Leave may be taken intermittently or on a reduced leave schedule when medically necessary for planned and/or unanticipated medical treatment of a related serious health condition by or under the supervision of a health care provider, or for recovery from treatment or recovery from a serious health condition.
- c. Intermittent leave means leave scheduled for periods of time from one hour or more to several weeks; however, the total time within which the leave is taken can not exceed a twelve month period for each serious health condition episode. Intermittent leave may be taken for a serious health condition that requires periodic treatment by a health care provider, rather than one continuous

period of time. Intermittent leave may also be taken for absences where the staff member is incapacitated or unable to perform the essential functions of the position because of a serious health condition even if the staff member does not receive treatment by a health care provider. The staff member shall make a reasonable effort to schedule intermittent leave so as not to unduly disrupt the operations of the instructional/educational program.

- d. Reduced leave means leave scheduled for fewer than the staff member's usual number of hours worked per workweek, but not fewer than a staff member's usual number of hours worked per workday, unless otherwise agreed to by the staff member and the district. A staff member is entitled, at the option of the staff member, to take leave on a reduced leave schedule not exceeding twenty-four consecutive weeks. The staff member shall make a reasonable effort to schedule reduced leave so as not to unduly disrupt the operations of the instructional/educational program. The staff member shall provide the district prior notice of the care, medical treatment or continuing supervision by a health care provider necessary due to a serious health condition of a family member in a manner that is reasonable and practicable. Leave taken on a reduced leave schedule shall not result in a reduction of the total amount of leave to which a staff member is entitled.
- e. The fact that a holiday may occur within the week taken by a staff member as Family Leave has no effect and the week is counted as a week of Family Leave. However, if the staff member is out on Family Leave and the school district is closed and the staff member would not be expected to report for work for one or more weeks, the weeks the school district is closed for this staff member do not count against the staff member's family leave entitlement.

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

f. "Instructional employees" as defined in 29 CFR §825.600(c) are those staff members whose principal function is to teach and instruct students in class, a small group, or in an individual setting. This term includes teachers, athletic coaches, driving instructors, and special education assistants, such as signers for the

hearing impaired. Teacher assistants or aides who do not have as their principal job actual teaching or instructing, guidance counselors, child study team members, curriculum specialists, cafeteria workers, maintenance workers and/or bus drivers are not considered instructional employees for the purposes of this policy. Semester as defined in 29 CFR §825.602(a)(3)(b) means the school semester that typically ends near the end of the calendar year and the end of the spring each school year. A school district can have no more than two semesters in a school year.

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

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

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

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

- (6) In accordance with 29 CFR §825.602, if an instructional staff member begins leave for a purpose other than the staff member's own serious health condition during the three week period before the end of a semester, the district may require the staff member to continue taking leave until the end of the semester if the leave will last more than five working days.
- (7) In the event the district requires the instructional staff member to take additional leave to the end of the semester in accordance with (4), (5), or (6) above, the additional leave days shall not be counted as FMLA leave.
- g. Servicemember qualifying exigency leave may arise out of the foreign deployment of the staff member's spouse, child, or parent 29 CFR §§825.122 and 126:
  - (1) The district must grant an eligible staff member up to twelve work weeks of unpaid, job-

protected leave during any twelve-month period for qualifying exigencies that arise when the staff member's spouse, child, or parent is on covered active duty, or has been notified of an impending call or order to covered active duty.

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

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

for an FMLA-qualifying reason other than military caregiver leave.

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

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

- a. In the case of a family member who has a serious health condition, leave may be taken intermittently when medically necessary. The total time within which the leave is taken, can not exceed a twelve-month period for each serious health condition episode. The staff member will provide the district with prior notice of the leave in a manner which is reasonable and practicable; and the staff member shall make a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the instructional/educational program. In the case of the birth or adoption of a healthy child, the leave may be taken intermittently only if agreed to by the staff member and the district.
- b. Reduced leave means leave scheduled for fewer than the staff member's usual number of hours worked per workweek, but not fewer than a staff member's usual number of hours worked per workday, unless otherwise agreed to by the staff member and the district. A staff member is entitled, at the option of the staff member, to take leave on a reduced leave schedule for a period not exceeding twenty-four consecutive weeks. The staff member is not entitled to take the leave on a reduced leave schedule without an agreement between the staff member and the district if the leave is taken for the birth or adoption of a healthy child. The staff member shall make a reasonable effort to schedule reduced leave so as disrupt the operations of the not to unduly instructional/educational program. The staff member shall provide the district prior notice of the care, medical treatment or continuing supervision by a health care provider necessary due to a serious health condition of a family member in a manner that is reasonable and practicable. Leave taken on a reduced leave schedule shall not result in a reduction of the total amount of leave to which a staff member is entitled.
- c. The fact that a holiday may occur within the week taken by a staff member as family leave has no effect and the week is counted as a week of family leave. However, if the staff member is out on family leave and the school district is closed and the staff member would not be expected to report for work for one or more weeks, the

weeks the school district is closed for this staff member do not count against the staff member's family leave entitlement.

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

#### F. Notice

- 1. Federal Family and Medical Leave Act (FMLA)
  - Foreseeable Leave A staff member eligible for FMLA a. leave must give at least a thirty day written advance notice to the Human Resources Coordinator if the need for the leave is foreseeable based on an expected birth, placement for adoption of foster care, or planned medical treatment for a serious health condition of the staff member or a family member. If thirty days is not practical, the staff member must provide notice "as soon as practicable" which means as soon as both possible and practical, taking into account all the facts and circumstances in the individual case. For foreseeable leave where it is not possible to give as much as thirty days notice "as soon as practical" ordinarily would mean at least verbal notification to the Human Resources Coordinator within one or two business days or when the need for leave becomes known to the staff member. The written notice shall include the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave.

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

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

b. Unforeseeable Leave - When the approximate timing of the need for leave is not foreseeable, a staff member

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

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

give verbal notice to the Human Resources Coordinator, but any verbal notice must be followed by written notice delivered within two working days.

#### G. Leave Designation

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

#### H. Benefits

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

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

#### I. Returning from Leave

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

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

The return of a staff member prior to the expiration of the requested family leave may be permitted by the Board if the return does not

unduly disrupt the instructional program or require the Board to incur the cost of continuing the employment of a substitute under contract.

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

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

- 1. The continuation, onset or recurrence of a serious health condition of the staff member; or
- 2. Circumstances beyond the staff member's control.
- J. Ineligible Staff Members
  - 1. Federal Family and Medical Leave Act (FMLA)

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

In the event the Human Resources Coordinator believes that reinstatement may be denied to a key employee, the Human Resources Coordinator must give written notice to the staff member at the time the staff member gives notice of the need for leave, or when the need for leave commences, if earlier, that he/she qualifies as a key employee. The key employee must be fully informed of the potential consequences with respect to reinstatement and maintenance of health benefits if the district should determine that substantial and grievous economic injury to the district's operations will result if the staff member is

reinstated from leave. The district's notice must explain the basis for the district's finding that substantial and grievous economic injury will result, and if leave has commenced, must provide the staff member a reasonable time in which to return to work. If the staff member on leave does not return to work in response to the notice of intent to deny restoration, the staff member continues to be entitled to maintenance of health insurance.

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

#### 2. New Jersey Family Leave Act

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

#### K. Verification of Leave

#### 1. Federal Family and Medical Leave Act (FMLA)

The Board requires a staff member's FMLA leave to care for the staff member's seriously ill spouse, son, daughter, or parent; or for a servicemember's qualifying exigency or serious injury; or for illness due to the staff member's own serious health condition, that makes the staff member unable to perform one or more of the essential functions of the staff member's position, be supported by a certification issued by the health care provider of the staff member or the staff member's ill family member. The medical certification required encompasses both physical and psychological care and includes situations where a family member is unable to care for his/her own basic medical,

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

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

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

The district may require re-certification pursuant to the requirements of 29 CFR §825.308. In accordance with 29 CFR §825.309, the staff member on leave must provide a written report to the Human Resources Coordinator every thirty workdays. The report shall include the staff member's status and intended date to return to work. In the event the staff member's circumstances change, the staff member must provide reasonable notice to the Human Resources Coordinator if the staff member intends to return to work on a date sooner than previously noticed to the district. The staff member is not

required to take more leave than necessary to resolve the circumstance that precipitated the need for leave. As a condition of returning to work after the leave for the staff member's own serious health condition, and in accordance with 29 CFR §825.310, the district requires a staff member to provide a certification from their health care provider that the staff member is able to resume work.

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

#### 2. New Jersey Family Leave Act

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

In the event the Human Resources Coordinator doubts the validity of the certification for the serious health condition of a family member of the staff member, the district may require, at the district's expense, the staff member to obtain an opinion regarding the serious health condition from a second health care provider designated or approved, but not employed on a regular basis, by the district. If the second opinion differs from the certification the district may require, at the district's expense, that the staff member obtain the opinion of a third health care provider designated or approved jointly by the district and the staff member concerning the serious health condition. The opinion of the third health care provider shall be final and binding on the district and the staff member.

#### L. Interference with Family Leave Rights

The Federal Family and Medical Leave Act and the New Jersey Family Leave Act prohibit interference with a staff member's rights under the law, and with legal proceedings or inquiries relating to a staff member's rights. Unless permitted by the law, no staff member shall be required to take family leave or to extend family leave beyond the time requested. A staff member shall not be discriminated against for having exercised his/her rights under the Federal Family and Medical Leave

Act or the New Jersey Family Leave Act nor discouraged from the use of family leave.

#### M. Non-Tenured Teaching Staff

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

#### N. Record Keeping

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

#### O. Processing of Complaints

- 1. Federal Family and Medical Leave Act (FMLA) 29 CFR §\$825.400-401
  - a. If there is a dispute between the district and a staff member as to whether leave qualifies as FMLA leave, it should be resolved through discussion between the staff member and the district. Such discussions and the decision shall be documented by the school district.
  - b. The staff member also may file, or have another person file on his/her behalf, a complaint with the United States Secretary of Labor. A complaint may be filed in person, by mail, or by telephone with the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, at any local office of the Wage and Hour Division.
- 2. New Jersey Family Leave Act N.J.A.C. 13:14-1.16
  - a. Any complaint alleging a violation of the Act shall be processed in the same manner as a complaint filed under the terms of N.J.S.A. 10:5-1 et seq. and N.J.A.C. 13:4 through the New Jersey Department of Law and Public Safety, Division on Civil Rights.

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

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

Adopted: 23 June 2020

## Glen Rock Board of Education

Home



#### To Regulation



Search District Policies

District Policies TOC

# **District Policy**

#### 3431.3- NEW JERSEY'S FAMILY LEAVE INSURANCE PROGRAM

Section: Teaching Staff Members Date Created: June 2020 Date Edited: June 2020

Board of Education employees are eligible to apply for benefits under New Jersey's Family Leave Insurance Program administered by the State of New Jersey – Department of Labor and Workforce Development. New Jersey's Family Leave Insurance Program (NJFLI) may provide up to six weeks of family leave insurance benefits payable to covered employees from either the New Jersey State Plan or an approved employer-provided private plan.

A benefit provided through the NJFLI will be for the employee to bond with a child during the first twelve months after the child's birth, if the covered individual or the domestic partner or civil union partner of the covered individual is a biological parent of the child, or the first twelve months after the placement of the child for adoption with the covered individual. An employee who intends to apply to the State of New Jersey for benefits under this provision of the NJFLI must provide the Superintendent of Schools written notice thirty calendar days prior to beginning the leave. Failure to provide this thirty-day notice may result in a reduction in the employee's maximum family leave insurance benefits. Intermittent leave to bond with a newborn or newly adopted child must be agreed to by the Superintendent of Schools and the employee and, if agreed to, must be taken in periods of seven days or more.

A benefit provided through the NJFLI will also be to care for a family member with a serious health condition supported by a certification provided by a health care provider. An employee who intends to apply to the State of New Jersey for benefits under this provision of the NJFLI for consecutive leave must provide the school district reasonable and practical notice unless the time of the leave is unexpected or the time of the leave changes for unforeseen reasons. An employee who intends to apply for benefits under this provision of the NJFLI for intermittent leave must provide the school district with a written notice at least fifteen calendar days prior to beginning the leave.

For the purposes of this Policy, "family member" means a child, spouse, domestic partner, civil union partner, or parent of a covered individual. "Child" means a biological, adopted, or foster child, stepchild, or legal ward of a covered individual, child of a domestic partner of the covered individual, or child of a civil union partner of the covered individual, who is less than nineteen years of age or is nineteen years of age or older but incapable of self-care because of mental or physical impairment.

All applications for benefits under the NJFLI 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 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.

The NJFLI 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.

The Board may elect to provide employees with Family Leave Insurance benefits coverage under a private plan which must be approved by the State of New Jersey – Department of Labor and Workforce Development.

A printed notification of covered individuals' rights relative to the receipt of benefits under the NJFLI will be posted in each of the school district worksites and in a place or places accessible to all employees at the worksite. Each employee shall receive a copy of this notification in writing at the time of the employee's hiring, whenever the employee provides written notice to the Superintendent of their intention to apply for benefits under the NJFLI, or at any time upon the first request of the employee. The written notification may be transmitted to the employee in electronic form.

N.J.S.A. 43:21-25 et seq. N.J.A.C. 12:21-1.1 et seq.

Adopted: 23 June 2020



## Glen Rock Board of Education

Home



#### To Regulation



Search District Policies

District Policies TOC

## **District Policy**

#### 4431.3- NEW JERSEY'S FAMILY LEAVE INSURANCE PROGRAM

Section: Support Staff Date Created: June 2020 Date Edited: June 2020

Board of Education employees are eligible to apply for benefits under New Jersey's Family Leave Insurance Program administered by the State of New Jersey – Department of Labor and Workforce Development. New Jersey's Family Leave Insurance Program (NJFLI) may provide up to six weeks of family leave insurance benefits payable to covered employees from either the New Jersey State Plan or an approved employer-provided private plan.

A benefit provided through the NJFLI will be for the employee to bond with a child during the first twelve months after the child's birth, if the covered individual or the domestic partner or civil union partner of the covered individual is a biological parent of the child, or the first twelve months after the placement of the child for adoption with the covered individual. An employee who intends to apply to the State of New Jersey for benefits under this provision of the NJFLI must provide the Superintendent of Schools written notice thirty calendar days prior to beginning the leave. Failure to provide this thirty-day notice may result in a reduction in the employee's maximum family leave insurance benefits. Intermittent leave to bond with a newborn or newly adopted child must be agreed to by the Superintendent of Schools and the employee and, if agreed to, must be taken in periods of seven days or more.

A benefit provided through the NJFLI will also be to care for a family member with a serious health condition supported by a certification provided by a health care provider. An employee who intends to apply to the State of New Jersey for benefits under this provision of the NJFLI for consecutive leave must provide the school district reasonable and practical notice unless the time of the leave is unexpected or the time of the leave changes for unforeseen reasons. An employee who intends to apply for benefits under this provision of the NJFLI for intermittent leave must provide the school district with a written notice at least fifteen calendar days prior to beginning the leave.

For the purposes of this Policy, "family member" means a child, spouse, domestic partner, civil union partner, or parent of a covered individual. "Child" means a biological, adopted, or foster child, stepchild, or legal ward of a covered individual, child of a domestic partner of the covered individual, or child of a civil union partner of the covered individual, who is less than nineteen years of age or is nineteen years of age or older but incapable of self-care because of mental or physical impairment.

All applications for benefits under the NJFLI 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 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.

The NJFLI provides eligible individuals a monetary benefit and not a leave benefit. In addition, 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.

The Board may elect to provide employees with Family Leave Insurance benefits coverage under a private plan which must be approved by the State of New Jersey – Department of Labor and Workforce Development.

A printed notification of covered individuals' rights relative to the receipt of benefits under the NJFLI will be posted in each of the school district worksites and in a place or places accessible to all employees at the worksite. Each employee shall receive a copy of this notification in writing at the time of the employee's hiring, whenever the employee provides written notice to the Superintendent of their intention to apply for benefits under the NJFLI, or at any time upon the first request of the employee. The written notification may be transmitted to the employee in electronic form.

N.J.S.A. 43:21-25 et seq. N.J.A.C. 12:21-1.1 et seq.

Adopted: 23 June 2020



### Glen Rock Board of Education

Home



#### To Regulation



Search District Policies

District Policies TOC

## **District Policy**

#### 7430- SCHOOL SAFETY (M)

Section: Property

Date Created: June 2020 Date Edited: June 2020

#### M

The Board of Education recognizes that it is required by law to take measures for the safety of students and district employees.

The Board shall provide, publish, and post rules for safety and the prevention of accidents; instruct students in safety and accident prevention; provide protective devices where they are required by law for the safety of students and employees; and provide suitable and safe equipment where such equipment is necessary for the conduct of the educational program and the operation of the schools.

The Superintendent shall prepare regulations governing school safety and the prevention of accidents and fire that include as a minimum the requirements of law and the applicable rules of various departments of State government. Such regulations shall provide procedures and precautions for the safety of students in school, employees in the performance of their duties, users of school vehicles, students in transit to and from school, injured students and employees, and visitors to the school. Safety regulations shall be promulgated to all school employees and shall be reviewed and evaluated annually. The Superintendent is directed to instruct teaching staff members in proper safety precautions.

N.J.S.A. 18A:6-2; 18A:40-12.1; 18A:40-12.2

N.J.S.A. 40:67-16.7

N.J.A.C. 6A:16-1.4; 6A:26-12.5

Adopted: 23 June 2020



### Glen Rock Board of Education

Home



#### To Policy



Search District Regulations District Regulations

## **District Regulation**

#### 7430 - SCHOOL SAFETY (M)

Section: Property

Date Created: June 2020 Date Edited: June 2020

#### M

Guidelines for Dealing with Accident/Injury

- 1. The school nurse or another trained person shall be responsible for administering first aid.
- 2. In all cases where the nature of an injury appears in any way serious, every effort shall be made to contact the parent(s) or legal guardian(s) and/or family physician immediately.
- 3. Parent(s) or legal guardian(s) shall be requested to pick up the student. If a parent(s) or legal guardian(s) is unable to provide such transportation, no student who is injured shall be sent home alone. A student who is injured may be taken home if a responsible person is there to receive that student.
- 4. In extreme emergencies, the school nurse, school doctor or Principal may make arrangements for immediate hospitalization of injured students. Parent(s) or legal guardian(s) should be contacted as soon as possible.
- 5. The teacher or other staff member who is responsible for a student at the time an accident occurs shall make out a report within twenty-four hours, providing details about the accident. This shall be required for every accident whether first aid is necessary or not.
- 6. Any injuries or accidents to students shall be reported as soon as possible to the Superintendent.

Emergency Medical Procedures for Sports/Athletics

The Board of Education recognizes its responsibility for student safety in all aspects of sports and athletic events, both intramural and interscholastic. Emergency medical procedures are to be developed at each school having an athletic program to ensure delivery of appropriate emergency medical services for all practice sessions, competitive contests, games, events, or exhibitions with individual students or teams of the schools of this district whether among themselves or with students of other districts.

These emergency medical procedures shall be disseminated to appropriate personnel within the district.

Adopted: 23 June 2020

# APPENDIX

 $\bigcap$ 

# GLEN ROCK SCHOOL DISTRICT JOB DESCRIPTION

#### TITLE: K-12 SUPERVISOR OF SCIENCE

#### **QUALIFICATIONS:**

- 1. Possess or be eligible for valid New Jersey administrative certification with a Principal or Supervisor endorsement.
- 2. Possess valid New Jersey instructional certification in any of the areas of Science (Earth, Physical or Life Sciences) preferred.
- 3. Possess a master's degree in Science content or education.
- 4. A minimum of five (5) years' in grades 6-12 teaching experience in Science preferred.
- 5. Effective project management, problem solving organizational, human relations, and written and verbal communication skills.
- 6. Ability to communicate and work effectively with staff, students, parents and other district constituencies.
- 7. Ability to analyze a situation accurately, and adopt and implement an effective course of action.
- 8. Such alternative qualifications, as the Board of Education may find acceptable.

#### **REPORTS TO:**

The Supervisor shall take direction from, be responsible to, and be evaluated by, the Assistant Superintendent of Innovation and Operations. S/he shall work collaboratively with Principals in the day-to-day and long-term supervision of his/her departments. Principals shall provide evaluative input and recommendations regarding the Supervisor's performance to the Assistant Superintendent of Innovation and Operations.

#### SUPERVISES:

Science Department staff (Gr. 6-12 Teachers), in conjunction with Principals

#### **POSITION SUMMARY:**

The Supervisor of Science ("Supervisor") will be responsible for the instructional leadership of the Science department in grades 6-12. This involves the supervision of staff (including Special Education staff), the monitoring of student progress, K-12 curriculum development, monitoring, and evaluating, and the evaluation and development of the program. The Supervisor will provide leadership in the formulation of goals, plans, policies and budgets related to his/her departments, and recommend them to Principals or the Assistant Superintendent of

Innovation and Operations, as may be appropriate. The Supervisor will collaborate with district administrators, faculty and staff, and other district constituencies, as needed to accomplish the goals of the position.

#### PERFORMANCE RESPONSIBILITIES:

Demonstrates the necessary leadership skills and personal characteristics to carry out the philosophy and program of instruction of the Glen Rock Public School District:

#### A. Instructional Supervision

- 1. Supervises and evaluates department staff members in conjunction with Principals.
- 2. Monitors instruction of Board approved curriculum in Science.
- 3. Works with teachers in all aspects of Science instruction, including articulation from grade to grade.
- 4. Leads teachers in monitoring the progress of students through analysis of assessment results.
- 5. Works collaboratively with teachers to integrate instruction across content areas.
- 6. Works collaboratively with Principals and Assistant Principals in the supervision of department staff members and instruction in the buildings, as needed.

#### B. Curriculum Development and Revision

- 1. Provides leadership in the development of the K-12 Science curriculum.
- 2. Develops and carries out long-range plans for the Science programs.
- 3. Works with Principals in all aspects of the Science curriculum, including articulation from grade to grade.
- 4. Works collaboratively with Principals and other supervisors to integrate instruction across content areas.

#### C. Professional Development

- 1. Conducts orientation and training for new department staff members.
- 2. Provides for ongoing professional development of all department staff.
- Maintains a high level of expertise in Science education; keeps abreast of current research and recommendations; and leads departmental study of same.
- Uses evaluation for self-improvement; carries out individual professional improvement plan developed with supervisor; and carries out other supervisory directions.
- 5. Models and co-teaches lessons for department staff members as needed.

#### D. Administration and Procedures

- 1. Participates in the recruitment and selection of department personnel.
- 2. Chairs system-wide committees and study groups, as required.

- 3. Plans and participates in information sessions for Board and public, as required.
- 4. Serves as liaison with community groups, as required.
- 5. Prepares department budgets and oversees ordering and disbursement of instructional materials.
- 6. Contributes to efforts to accomplish system-wide goals and school objectives.
- 7. Assists in upholding and enforcing school rules, administrative regulations, and Board policy.
- 8. Performs other duties within the scope of his/her employment and certification, as may be assigned by his/her supervisor(s).

#### **TERMS OF EMPLOYMENT:**

Twelve (12) month position.

#### **ANNUAL EVALUATION:**

Performance of this job will be evaluated annually in accordance with NJ State law and the provisions of the board's policy on evaluations.

Approved:

# GLEN ROCK SCHOOL DISTRICT JOB DESCRIPTION

#### TITLE: K-12 SUPERVISOR OF SOCIAL STUDIES AND BUSINESS

#### **QUALIFICATIONS:**

- 1. Possess or be eligible for valid New Jersey administrative certification with a Principal or Supervisor endorsement.
- 2. Possess valid New Jersey instructional certification with Social Studies or Business Endorsement preferred.
- 3. Possess a master's degree in Social Studies, Business or Education.
- 4. A minimum of five (5) years' in grades 6-12 teaching experience in Social Studies or Business preferred.
- 5. Effective project management, problems solving organizational, human relations, and written and verbal communication skills.
- 6. Ability to communicate and work effectively with staff, students, parents and other district constituencies.
- 7. Ability to analyze a situation accurately, and adopt and implement an effective course of action.
- 8. Such alternative qualifications, as the Board of Education may find acceptable.

#### REPORTS TO:

The Supervisor shall take direction from, be responsible to, and be evaluated by, the Assistant Superintendent of Innovation and Operations. S/he shall work collaboratively with Principals in the day-to-day and long-term supervision of his/her departments. Principals shall provide evaluative input and recommendations regarding the Supervisor's performance to the Assistant Superintendent of Innovation and Operations.

#### SUPERVISES:

Social Studies and Business Department staff (Gr. 6-12 Teachers), in conjunction with Principals.

#### POSITION SUMMARY:

The Supervisor of Social Studies and Business ("Supervisor") will be responsible for the instructional leadership of the Social Studies and Business department in grades 6-12. This involves the supervision of staff (including Special Education staff), the monitoring of student progress, K-12 curriculum development, monitoring, and evaluating, and the evaluation and development of the programs. The Supervisor will provide leadership in the formulation of goals, plans, policies and budgets related to his/her departments, and recommend them to Principals or the

Assistant Superintendent of Innovation and Operations, as may be appropriate. The Supervisor will collaborate with district administrators, faculty and staff, and other district constituencies, as needed to accomplish the goals of the position.

#### PERFORMANCE RESPONSIBILITIES:

Demonstrates the necessary leadership skills and personal characteristics to carry out the philosophy and program of instruction of the Glen Rock Public School District:

#### A. Instructional Supervision

- 1. Supervises and evaluates department staff members in conjunction with Principals.
- 2. Monitors instruction of Board approved curriculum in Social Studies and Business.
- 3. Works with teachers in all aspects of Social Studies and Business instruction, including articulation from grade to grade.
- 4. Leads teachers in monitoring the progress of students through analysis of assessment results.
- 5. Works collaboratively with teachers to integrate instruction across content areas.
- Works collaboratively with Principals and Assistant Principals in the supervision of department staff members and instruction in the buildings, as needed.

#### B. Curriculum Development and Revision

- 1. Provides leadership in the development of the K-12 Social Studies and Business curriculum.
- 2. Develops and carries out long-range plans for the Social Studies and Business programs.
- 3. Works with Principals in all aspects of the Social Studies and Business curriculum, including articulation from grade to grade.
- 4. Works collaboratively with Principals and other supervisors to integrate instruction across content areas.

#### C. Professional Development

- 1. Conducts orientation and training for new department staff members.
- 2. Provides for ongoing professional development of all department staff.
- Maintains a high level of expertise in Social Studies and Business education; keeps abreast of current research and recommendations; and leads departmental study of same.
- Uses evaluation for self-improvement; carries out individual professional improvement plan developed with supervisor; and carries out other supervisory directions.
- 5. Models and co-teaches lessons for department staff members as needed.

#### D. Administration and Procedures

- 1. Participates in the recruitment and selection of department personnel.
- 2. Chairs system-wide committees and study groups, as required.
- 3. Plans and participates in information sessions for Board and public, as required.
- 4. Serves as liaison with community groups, as required.
- 5. Prepares department budgets and oversees ordering and disbursement of instructional materials.
- 6. Contributes to efforts to accomplish system-wide goals and school objectives.
- 7. Assists in upholding and enforcing school rules, administrative regulations, and Board policy.
- 8. Performs other duties within the scope of his/her employment and certification, as may be assigned by his/her supervisor(s).

#### **TERMS OF EMPLOYMENT:**

Twelve (12) month position.

#### **ANNUAL EVALUATION:**

Performance of this job will be evaluated annually in accordance with NJ State law and the provisions of the board's policy on evaluations.

Approved:

# GLEN ROCK SCHOOL DISTRICT JOB DESCRIPTION

#### TITLE: K-12 SUPERVISOR OF SPECIAL SERVICES

#### QUALIFICATIONS:

- 1. Possess or be eligible for valid New Jersey administrative certification with a Principal or Supervisor endorsement.
- 2. Possess valid New Jersey instructional certification with Teacher of the Handicapped or Teacher of Students with Disabilities.
- 3. Possess a master's degree.
- 4. A minimum of five (5) years' in grades K-12 teaching experience in Special Education preferred.
- 5. Effective project management, problem solving organizational, human relations, and written and verbal communication skills.
- 6. Ability to communicate and work effectively with staff, students, parents and other district constituencies.
- 7. Ability to analyze a situation accurately, and adopt and implement an effective course of action.
- 8. Such alternative qualifications, as the Board of Education may find acceptable.

#### **REPORTS TO:**

The Supervisor shall take direction from, be responsible to, and be evaluated by, the Assistant Superintendent of Innovation and Operations. S/he shall work collaboratively with the Director of Special Services and Principals in the day-to-day and long-term supervision of his/her departments. The Director of Special Services and the Principals shall provide evaluative input and recommendations regarding the Supervisor's performance to the Assistant Superintendent of Innovation and Operations.

#### SUPERVISES:

Special Education teachers (Gr. 6-12 Teachers), in conjunction with Principals

#### **POSITION SUMMARY:**

The Supervisor of Special Services ("Supervisor") will be responsible for the instructional leadership of the Special Services department in grades 6-12. This involves the supervision of staff general education staff, the monitoring of student progress, K-12 curriculum development, monitoring, and evaluating, and the evaluation and development of the Special Education program. The Supervisor will provide leadership in the formulation of goals, plans, policies and budgets related to his/her

departments, and recommend them to Principals or the Assistant Superintendent of Innovation and Operations, as may be appropriate. The Supervisor will collaborate with district administrators, faculty and staff, and other district constituencies, as needed to accomplish the goals of the position.

#### PERFORMANCE RESPONSIBILITIES:

Demonstrates the necessary leadership skills and personal characteristics to carry out the philosophy and program of instruction of the Glen Rock Public School District:

#### A. Instructional Supervision

- 1. Supervises and evaluates department staff members in conjunction with Principals.
- 2. Monitors instruction of Board approved curriculum.
- 3. Works with teachers in all aspects of instruction, including articulation from grade to grade.
- Leads teachers in monitoring the progress of students through analysis of assessment results.
- Works collaboratively with both Special Education and General Education teachers and other subject supervisors to meet students' Special Education needs in Resource/Adapted, In-Class Support and General Education courses.
- 6. Works collaboratively with Principals and Assistant Principals in the supervision of department staff members and instruction in the buildings, as needed.

#### B. Curriculum Development and Revision

- 1. Provides leadership in the development of the K-12 curriculum.
- 2. Develops and carries out long-range plans for the Special Education program.
- 3. Works with Principals in all aspects of the curriculum, including articulation from grade to grade.
- 4. Works collaboratively with Principals and other supervisors to integrate instruction across content areas.

#### C. Professional Development

- 1. Conducts orientation and training for new department staff members.
- 2. Provides for ongoing professional development of all department staff.
- Maintains a high level of expertise in Special Education; keeps abreast of current research and recommendations; and leads departmental study of same.
- Uses evaluation for self-improvement; carries out individual professional improvement plan developed with supervisor; and carries out other supervisory directions.
- 5. Models and co-teaches lessons for department staff members as needed.

#### D. Administration and Procedures

- 1. Participates in the recruitment and selection of department personnel.
- Chairs system-wide committees and study groups, as required.
- Plans and participates in information sessions for Board and public, as required.
- 4. Serves as liaison with community groups, as required.
- 5. Serves a liaison between Child Study Team and Instructional Staff.
- 6. Prepares department budgets and oversees ordering and disbursement of instructional materials.
- 7. Contributes to efforts to accomplish system-wide goals and school objectives.
- 8. Assists in upholding and enforcing school rules, administrative regulations, and Board policy.
- 9. Performs other duties within the scope of his/her employment and certification, as may be assigned by his/her supervisor(s).

#### TERMS OF EMPLOYMENT:

Twelve (12) month position.

#### **ANNUAL EVALUATION:**

Performance of this job will be evaluated annually in accordance with NJ State law and the provisions of the board's policy on evaluations.

Approved:

# GLEN ROCK SCHOOL DISTRICT JOB DESCRIPTION

#### TITLE: STUDENT ASSISTANCE COUNSELOR

#### **QUALIFICATIONS:**

- Valid New Jersey Student Assistance Coordinator Certificate or Certificate of Eligibility with Advanced Standing.
- 2. Experience as a School Counselor, School Psychologist, or School Social Worker preferred.
- 3. Minimum experience as determined by the board.
- 4. Demonstrated knowledge of individual counseling, crisis counseling, family counseling, student psychoeducation, and staff development.
- 5. Ability to work effectively with students, staff members, administration, parents, outside agencies, and community groups.
- 6. Ability to use relevant technology to provide counseling services to students.
- Required criminal history check and proof of U.S. citizenship or legal resident alien status.

#### **REPORTS TO:** Director of Student Personnel Services

#### PERFORMANCE RESPONSIBILITIES:

- 1. Provides individual and/or group counseling for students with social, emotional, and mental health concerns.
- 2. Conducts risk assessments for identified students in the district.
- Participates as an active member of the Crisis Response Team, CORE, and Intervention & Referral Services to assist with early identification of students who are at-risk and with developing intervention plans.
- 4. Coordinates a referral system with local and/or state services, providers or agencies as needed.
- Consults with parents/guardians to review, discuss, and/or implement appropriate intervention plans. Provides family systems counseling as needed.
- 6. Collaborates with School Counselors and Child Study Team members to best meet the needs of students and families.
- 7. Develops and implements school-wide and/or district-wide programming designed to improve student wellness.
- 8. Assesses the district's intervention/prevention program on an annual basis and makes recommendations for revision/improvement as needed.
- Provides psychoeducation on mental health, suicide prevention, substance use prevention, and other relevant topics to students and

staff members.

- 10. Maintains professional competence and continuous improvement through in-service education and professional growth activities. This includes any required, annual professional development for faculty and staff and professional learning opportunities throughout the school year.
- 11. Provides a confidential monthly report to the Principal and Director of Student Personnel Services.
- 12. Designs and delivers other programming as assigned by the Director of Student Personnel Services.

#### TERMS OF EMPLOYMENT:

Ten (10) month position.

#### **ANNUAL EVALUATION:**

Performance of this job will be evaluated annually in accordance with NJ State law and the provisions of the board's policy on evaluations.

Approved:

# APPENDIX

E

# GLEN ROCK SCHOOL DISTRICT JOB DESCRIPTION

TITLE: BEHAVIORIST

#### QUALIFICATIONS:

- Possess Bachelors or Masters Degree in Applied Behavior Analysis, Psychology, Special Education or related field.
- 2. Possess Board Certified Behavior Analyst Certification.
- 3. Possess valid New Jersey Teacher of Students with Disabilities or Teacher of the Handicapped Certification.
- 4. Experience as a behavior analyst in a private or public school setting preferred.
- 5. Demonstrated knowledge of effective behavior interventions.
- Knowledge and experience with Applied Behavior Analysis instruction, such as discrete trials, verbal behavior techniques or functional behavioral assessments.
- 7. Knowledge and experience with collaboratively developing behavioral intervention plans.
- 8. Ability to provide crisis prevention and intervention strategies.
- 9. Ability to assess students individual behavioral needs, progress and differentiate plans for each student.
- Protect confidentiality of records and information gained as part of exercising professional duties.
- 11. Ability to work collaboratively and provide training/support to teachers and paraprofessionals.
- 12. Participates in Applied Behavior Analysis/Crisis Prevention Institute
  Training Programs and any other professional development required for
  the special education classroom setting as established by the District.
- 13. Ability to efficiently and effectively communicate with parents and other stakeholders.
- 14. Ability to use relevant technology to provide effective strategies to students, teachers and parents.

#### **REPORTS TO:**

The Behaviorist will report directly to the Director of Special Services.

#### **POSITION SUMMARY:**

The Behaviorist will provide continuous support to the overall educational environment by utilizing effective behavioral strategies to address student behaviors. Develop and implement behavioral interventions with staff assistance to facilitate students' attainment of social and emotional

growth consistent with the goals set forth by Individual Education Plans (IEP's) and for regular education students as requested.

#### PERFORMANCE RESPONSIBILITIES:

- 1. Designs programs/plans for students that are consistent with the IEP.
- 2. Evaluates the effectiveness of behavior management programs/plans.
- 3. Conducts Functional Behavior Assessments (FBA).
- 4. Maintains regularly scheduled consultations with classroom teachers, regarding behavioral, social, or personal problems affecting students.
- 5. Develops, monitors, and oversees home programming services, as needed.
- Designs and oversees implementation of situational appropriate crisis
  prevention and intervention plans as well as constructive classroom
  management techniques.
- 7. Provides ongoing consultation to staff and parents regarding appropriate behavior management plans and practices.
- 8. Consults with parents/guardians to review, discuss, and/or implement appropriate intervention plans. Provides family training as needed.
- Assists and participates with the Child Study Team, teachers, and parents in the development of individual needs, interests, and abilities of each student.
- 10. Conducts workshops and consults with teachers and other support professionals on the effective implementation, monitoring and maintenance of classroom management and individual student intervention plans for the purpose of supporting students with behavioral challenges.
- 11. Participates as an active member of the Crisis Response Team, CORE, and Intervention & Referral Services to assist with early identification of students who are at-risk and with developing intervention plans.
- 12. Collaborates with School Counselors and Child Study Team members to best meet the needs of students and families.
- 13. Performs other tasks, as assigned, which fall into the province of a Behaviorist, Child Study Team Member and Case Manager.

#### TERMS OF EMPLOYMENT:

Ten (10) month position.

#### ANNUAL EVALUATION:

Performance of this job will be evaluated annually in accordance with NJ State law and the provisions of the board's policy on evaluations.

Approved: December 21, 2015

Revised:

# APPENDIX

F

#### GLEN ROCK BOARD OF EDUCATION REPORT OF THE TREASURER TO THE BOARD OF EDUCATION

# DISTRICT OF GLEN ROCK ALL FUNDS

#### For the Month Ending January 31, 2021

CASH REPORT					
FUNDS		(1) Beginning Cash Balance	(2) Cash Roceipts This Month	(3) Cash Disbursements This Month	(4) Ending Cash Balances (1) + (2) - (3)
	GOVERNMENTAL FUNDS				
1a	Fund 10 - General Fund	10,416,056.39	4,420,775.89	4,407,073.91	10,429,758.37
2	Fund 20 - Special Revenue Fund	34,432,42		47,346.36	-12,913.94
3a	Fund 30 - Capital Projects Fund	6,015,250.19	0.00	491,944.90	5,523,305.29
3	Sub-Total Fund 30 - Capital Projects Fund	6,015;250:19	0.00	491,944.90	5,523,305.29
4	Fund 40 - Debt Service Fund	-70,997.22	42,234.00	167,153.75	-195,916.97
5	Total Governmental Funds ENTERPRISE FUNDS	16,394,741,78	4 463,009,89	5,113,518,92	16.744,232.75
6c	Fund 60 - Cafeteria Fund	67,437.80	0.00	21.45	67,416.35
6d	Fund 65 - Community School	-1,325,820.83		37,671.22	-1,363,492.05
6	Total Enterprise Funds: TRUST AND AGENCY FUNDS	-1,258,383.03	0.00	37,692.67	-1,296,075.70
7	Payroll	-745.01	1,516,040.13	1,517,362.24	-2,067.12
8	Payroll Agency	292,917.74	1,226,463.57	1,264,938.38	254,442.93
9	Scholarship	78,128.35	0.00	0,00	78,128.35
10	Unemployment	497,636.65	0.00	33,885.78	463,750.87
10	Flexible Spending Account	28,628.96	1,738.08	1,213.68	29,153.36
11	Total Trust & Agency Funds	.896,566,69	2,744,241.78	2,817,400.08	823,408,39
12	Total All Flunds	16 032 925 44	7,207,251,67	7,968,611.67	15,271,565,44

Prepared and Submitted By:

Report Date 02/12/21 02:33 PM Period 00 - 07

Glen Rock School District Board Secretary Report

Page No 1 ENJBAS07B

Budget Year	21	For Funds	10- 12	Interim Balance	She

Assets and Resources					
Assets	· ·				
101	Cash in Bank	10,427,405.56			
102-10	6 Cash Equivalents	2,352.81			
107	Cash Management	.00			
7	Otal Cash		10,429,758.37		
109	Payments		.00		
111	Investments		.00		
116	Capital Reserve Account		.00		
117	Maintenance Reserve Investment Account		.00		
118	Emergency Reserve Account		.00		
121	Tax Levy Receivable		20,051,530.00		
132	ccounts Receivable: Interfund	.00			
140	Intergovernmental	.00			
141	Intergovernmental - State	1,101,757.96			
142	Intergovernmental - Federal	.00			
143	Intergovernmental - Other	.00			
153,15	Other - Net of Estimated Uncollectable of	.00			
161	Bond Proceeds Receivables	.00			
171	Inventories for Consumption	.00			
172	Inventory	.00			
155	Interfund Otal Accounts Receivable		1,101,757.96		
			1,101,757.96		
131	oans Receivable: Interfund Loans Receivable	.00			
151,19		.00			
181	Prepaid Expenses	.00			
192	Deferred Expenditures	.00			
7	otal Loans Receivable		.00		
	Other Current Assets		-41,079.24		
Resour	ces:				
241	Machinery and Equipment	.00			
242	Accumulated Depreciation on Machinery & Equipment	.00			
301	Estimated revenues	50,865,263.00			
302	Less Revenues	-50,454,302.16			
			410,960.84		
	Total Assets and R	esources	31,952,927.93		
	Tichilities and Dund Dan	-i +			
Liabil	ities: <u>Liabilities and Fund Equ</u>	illy			
101	Cash Overdraft		.00		
402	Interfund Accounts Payable		.00		
411	Intergovernmental Accounts Payable - State		.00		
	<del>-</del>				
412	Intergovernmental Accounts Payable - Federal		.00		
421	Accounts Payable		.00		
431	Contracts Payable		.00		
451	Loans Payable		.00		
423	Accounts Payable / Previous Years		.00		
461	Accrued Salaries and Benefits		.00		
481	Deferred Revenues		-2,846.00		
	Other Current Liabilities		41,079.24		
			<del></del>		
	Total Liabilities		38,233.24		

Report Date 02/12/21 02:33 PM Period 00 - 07

Glen Rock School District

Budget Year 21 For Funds 10- 12

Board Secretary Report Interim Balance Sheet

Page No 2 ENJBAS07B

	alance: propriated:			
753	Reserve for Encumbrances - Current Year		-21,486,346.80	
754	Reserve for Encumbrances - Prior Year		-67,684.50	
,	Reserved Fund Balance:			
764	Maintenance Reserve Account	.00		
765	Tuition Reserve Account	.00		
606	Add: Increase in Maintenance Reserve	.00		
310	Less: Budgeted W/D from Maint. Reserve	.00		
310	ness. Dadgeced W/D Mon Name. Reserve		.00	
761	Capital Reserve Account	-2,091,553.00		
604	Add: Increase in Capital Reserve	.00		
307	Less: Budgeted W/D Local Share < Exc Cost	.00		
309	Less: Budgeted W/D from Cap. Reserve-Exc	.00		
5.55			~2,091,553.00	
766	Emergency Reserve Account	-209,496.00		
607 312	Add: Increase in Emergency Reserve  Less: Budged W/D from Emergency Reserve	.00 .00		
312	Less: Budged W/D IIOM Emergency Reserve	.00	-209,496.00	
762	Adult Education Programs		.00	
	<del>"</del>		.00	
			.00	
	0,763,767,768,769 Other Reserves		.00	
601	Appropriations	-53,931,967.97		
602	Less: Expenditures 27,125,475.29			
603	Encumbrances 21,554,031.30	48,679,506.59	-5,252,461.38	
	Total Appropriated			-29,107,541.68
	appropriated:		.00	
712 770	Investment in Gen Fixed Assets Fund Balance		-5,606,338.11	
771	Fund Balance - Designated		.00	
772	Fund Balance - Undesignated		.00	
303	Budgeted Fund Balance		2,722,718.62	
311	Budget Withdr Fm Tuition Reserve-Adjust/SU		.00	
740	Unreserved Retain Earnings		.00	
740				
	Total Unappropriated	Total Fund Equity		-2,883,619.49 -31,991,161.17
		Total Liabilities and Fu	nd Parity	-31,952,927.93
Recapi	tulation of Fund Balance:	IOCAT BEADIFICIES AND PE	nd Equity	-31,330,321.33
ooapa		Budgeted	Actual	Variance
Approp	riations	53,931,967.97	48,679,506.59	5,252,461.38
Revenu	es	-50,865,263.00	-50,454,302.16	-410,960.84
	Sub Total	3,066,704.97	-1,774,795.57	4,841,500.54
	Change in Reserve Accounts:			
Plus -	Increase in Reserve	.00	.00	.00
Less -	Withdraw from Reserve	.00	.00	.00
	Sub Total	3,066,704.97	-1,774,795.57	4,841,500.54
Less:	djustment For Prior Year Encumbrance	-440,691.97	-440,691.97	.00
	Budget Fund Balance	2,626,013.00	-2,215,487.54	4,841,500.54
		····		

Report Date 02/12/21 02:33 PM Period 00 - 07

For Funds

10- 12

21

Budget Year

### Glen Rock School District Board Secretary Report

Page No 3

ENJBAS07B

Interim Statements

Budget Actual To Unrealized Balance Estimated Date -2,215,487.54 4,841,500.54 Budgeted Fund Balance 2,626,013.00 Revenues/Sources of Funds Revenues 10-12XX Local Tax Levy 48,123,696.00 48,123,696.00 .00 .00 25,000.00 .00 732.55 10-13XX Tuition 24.267.45 10-15XX Interest Revenue 550.00 .00 .00 550.00 372,224.71 309,678.29 10-1XXX Unrestricted Revenue 681,903.00 .00 310,960.84 48,831,149.00 48.520.188.16 .00 Total Revenues Revenues from State Sources 10-312X Transportation Aid 131,824.00 - 0.0 .00 131,824,00 -333,419.00 1,600,695.00 1,934,114,00 .00 10-313X Special Education Aid 201,595.00 10-3XXX Other State Aids 201,595.00 .00 .00 1.934.114.00 .00 .00 Total Revenues from State Sources 1.934.114.00 Revenues from Local Sources .00 10-5?XX Transfer from Other Funds 100,000.00 .00 100.000.00 100,000.00 100,000.00 .00 .00 Total Revenues from Local Sources Total Revenues/Sources of Funds 53,491,276.00 .00 5,252,461.38 48,238,814,62 Avail Bal Expenditures Encumbrances Expenditures and Other Uses Appropriations Instruction .00 300.00 11-606 Increase in Maint Reserve 300.00 .00 .00 300.00 Total Instruction 300.00 .00 Distributed Expenditures 8,653,202.18 7,212,458.61 884,245.63 1XX-100-XXX Regular Programs - Instructi 16,749,906.42 3,383,058.25 1,599,155.61 1,705,648.19 78.254.45 2XX-100-XXX Special Education - Instruct 497,043.66 230-100-XXX Basic Skills Remedial - Inst 249,382.86 247,112.68 548.12 240-100-XXX Bilingual Education - Instru 249,880.00 122,940.20 122,939.80 4,000.00 17,071.81 1,200.00 200,981.18 401-100-XXX School Sponsored Cocurricula 219,252.99 402-100-XXX School Sponsored Athletics -812,428.07 396,390.11 39,871.22 376,166.74 11,038,142.77 9,329,230.50 1,544,196.12 Total Distributed Expenditures 21,911,569.39 Undistributed Expenditures 1,580,693.44 573,927.33 11-000-1XX-XXX Instruction 3,845,414.88 1,690,794.11 58,668.76 48,521.26 816.48 11-000-211-XXX Attendance & Social Work 108,006.50 11-000-213-XXX Health 825,070.04 358,715.09 342,135.73 124,219,22 1,114,230.29 1,936,524.94 96,158,72 11-000-21X-XXX Related & Extraordinary 3,146,913.95 561,991.29 512,190.39 38.035.80 11-000-218-XXX Students - Regular 1,112,217.48 580,270.21 520,753.51 45,813.77 11-000-219-XXX Students - Special 1,146,837.49 11-000-221-XXX Improvement of Instructio 372,990.00 256,599.13 98,017.14 18,373.73 334,832.25 251,103.30 40,679.45 11-000-222-XXX Educational Media Service 626,615.00 11-000-223-XXX Instructional Staff Train 90,186.25 22,454.24 1,050.00 66,682.01 461,701.64 82,298.68 11-000-23X-XXX General Administration 1,221,722.97 677,722.65 266,142.55 11-000-24X-XXX School Administration 2,466,373.71 1,389,738.36 810,492,80 685,849.00 392,433.01 250.239.35 43,176.64 11-000-251-XXX Central Services 11-000-252-XXX Administrative Info Tech 315,350.69 167,340.90 70,592.64 553,284,23

Report Date 02/12/21 02:33 PM Period 00 - 07

Glen Rock School District
Board Secretary Report
Interim Statements

Page No 4 ENJBAS07B

Budget Year 21 For Funds 10- 12

Expenditures and Other Uses	Appropriations	Expenditures	Encumbrances	Avail Bal
Undistributed Expenditures				
11-000-26X-XXX Operation and Maintenance	5,299,085.87	2,769,432.81	1,960,914.39	568,738.67
11-000-27X-XXX Student Transportation Se	1,169,800.17	383,311.02	753,988.35	32,500.80
11-XXX-XXX-2XX Employee Benefits	7,526,575.14	3,631,713.77	2,474,216.80	1,420,644.57
Total Undistributed Expenditures	30,196,942.68	14,538,257.68	12,169,883.94	3,488,801.06
Total Expenditures and Other Uses	52,108,812.07	25,576,400.45	21,499,114.44	5,033,297.18
Expenditures and Other Uses	Appropriations	Expenditures	Encumbrances	Avail Bal
Capital Outlay				
12-XXX-XXX-73X Equipment	580,401.90	537,984.84	39,020.86	3,396.20
12-XXX-4XX-XXX Construction Services	1,026,986.00	1,011,090.00	15,896.00	.00
Total Capital Outlay	1,607,387.90	1,549,074.84	54,916.86	3,396.20
Total Expenditures and Other Uses	1,607,387.90	1,549,074.84	54,916.86	3,396.20
Expenditures and Other Uses	Appropriations	Expenditures	Encumbrances	Avail Bal
Other Special Schools				
Total Other Special Schools	.00	.00	.00	.00
Total Expenditures and Other Uses	.00	.00	.00	.00
Total Expenditures	53,931,967.97	27,125,475.29	21,554,031.30	5,252,461.38

Report Date 02/12/21 02:33 PM

Budget Year 21 For Funds 10- 12

Period 00 - 07

Glen Rock School District Board Secretary Report Schedule of Revenues

Page No 5 ENJBAS07B

	Budget Estimated	Actual To Date	Unrealized Balance
Budgeted Fund Balance	2,626,013.00	-2,215,487.54	4,841,500.54
General Fund Revenues from Local Sources		.,,	, ,
1210 Local Tax Levy	48,123,696.00	48,123,696.00	.00
1XXX Miscellaneous	550.00	.00	550.00
1310 Tuition from Individuals	25,000.00	24,267.45	732.55
1990 Miscellaneous	681,903.00	372,224.71	309,678.29
Total Revenues from Local Sources Revenues from Intermediate Sources	48,831,149.00	48,520,188.16	310,960.84
Total Revenues from Intermediate Sources	.00	.00	.00
Revenues from State Sources			
3XXX Other State Aids	1,934,114.00	1,934,114.00	.00
Total Revenues from State Sources	1,934,114.00	1,934,114.00	.00
Other Financing Sources			
52XX Transfer from Other Funds	100,000.00	.00	100,000.00
Total Other Financing Sources	100,000.00	.00	100,000.00
Total General Fund	53,491,276.00	48,238,814.62	5,252,461.38

Report Date 02/12/21 02:33 PM
Period 00 - 07

Budget Year 21

00 - 07

10- 12

For Funds

Glen Rock School District
Board Secretary Report
Statement of Appropriations

Page No 6 ENJBAS07B

Appropriations Expenditures Encumbrances Avail Bal General Current Expense General Current Expense (Fund11) Facilities Acquisition and Construction 300.00 300.00 .00 . 00 000-400-100 Salaries Total Facilities Acquisition and Construction 300.00 .00 .00 300.00 Total General Current Expense (Fund11) 300.00 .00 - 00 300.00 Distributed Regular Programs - Instruction 110-1XX-101 Kindergarten Salaries 590,056.00 284,177.50 284,177.50 21,701.00 120-1XX-101 Grade 1-5 Teacher Salaries 4,653,990.72 2,245,520.44 2,246,051.70 162,418,58 150,676.22 1,795,139.48 1,830,167.11 130-1XX-101 Grade 6-8 Teacher Salaries 3,775,982.81 140-1XX-101 Grade 9-12 Teacher Salaries 4,906,400.00 2,415,957.25 2,301,773.18 188,669.57 150-1XX-101 Home Instr Teacher Salaries 12,500.00 9.190.00 .00 3.310.00 150-1XX-320 Home Instr - Purchase Ed Ser 5,000.00 .00 275.00 4,725.00 .00 233.00 190-1XX-34X Purchase Tech Services 4,234.86 4.001.86 190-1XX-5XX Other Purchased Services 848,505.73 779,969.05 54,255.86 14,280.82 190-1XX-320 Purchased Professional Ed Se 755,532.28 343,164.69 403,581.18 8,786.41 190-1XX-5XX Other Purchased Services 89,529.09 24,752.68 41,176.41 23,600.00 190-1XX-61X General Supplies 609,779.93 327,373.96 50,699.55 231,706.42 190-1XX-64X Textbooks 260,350.00 198,956.07 301.12 61,292.81 200.00 190-1XX-8XX Miscellaneous Expenditures 238,045.00 224,999.20 12,845.80 7,212,458.61 884.245.63 Total Regular Programs - Instruction 16,749,906.42 8,653,202.18 Learning and/or Language Disabilities 204-1XX-101 Salaries Of Teachers 356.321.36 166,697,74 189.623.62 .00 204-1XX-61X General Supplies 2.844.76 1.372.34 .00 1.472.42 Total Learning and/or Language Disabilities 168,070.08 189,623.62 1,472,42 359,166.12 Resource Room/Resource Center 213-1XX-101 Salaries Of Teachers 2,552,765.42 1,256,156.98 1,246,414.96 50,193.48 17,875.00 623.86 11,532.25 213-1XX-61X General Supplies 5.718.89 213-1XX-8XX Other Objects .00 750.00 750.00 .00 2,571,390.42 1,247,038.82 62,475.73 Total Resource Room/Resource Center 1,261,875.87 Autism Total Autism .00 .00 .00 .00 Preschool Disabilities - Part Time 215-1XX-101 Salaries Of Teachers 111,149.00 55,574.50 55,574.50 .00 47.00 215-1XX-61X General Supplies 1.006.20 959.20 .00 2,642.71 2,846.51 203.80 215-1XX-8XX Other Objects .00 55,574.50 Total Preschool Disabilities - Part Time 115,001.71 59,176.41 250.80 Home Instruction 219-1XX-101 Salaries Of Teachers 17,500.00 5,830.00 11,670.00 .00 219-1XX-320 Purchased Prof Ed Service 2.385.50 320,000.00 104.203.25 213.411.25 Total Home Instruction 337,500.00 110,033.25 213,411.25 14,055.50 Basic Skills/Remedial - Instruction 230-1XX-101 Salaries Of Teachers 494,225.68 247.113.00 247,112.68 .00 230-1XX-61X General Supplies 2.817.98 2.269.86 .00 548.12 247,112.68 548.12 Total Basic Skills/Remedial - Instruction 497,043.66 249,382.86 Bilingual Education - Instruction 245,880.00 122,940.20 122,939.80 .00 240-1XX-101 Salaries Of Teachers 240-1XX-5Xx Other Purchased Services 1,000.00 .00 .00 1,000.00 3,000.00 240-1XX-5Xx Other Purchased Services 3.000.00 .00 .00 Total Bilingual Education - Instruction 249,880.00 122,940.20 122,939.80 4,000.00 School Spons Cocurricular Activities - I 401-1XX-1XX Salaries 158,402.99 3.750.00 .00 154,652.99 401-1XX-5XX Other Purchased Services 1.000.00 .00 .00 1,000.00 401-1XX-600 Supplies And Materials 50,600.00 9,392.93 1.200.00 40.007.07 401-1XX-8XX Other Objects 9,250.00 3.928.88 .00 5.321.12 Total School Spons Cocurricular Activities - I 219,252.99 17,071.81 1,200.00 200,981.18

Report Date 02/12/21 02:33 PM Period 00 - 07

Budget Year 21 For Funds 10- 12

# Glen Rock School District Board Secretary Report

Page No 7 ENJBAS07B

Statement of Appropriations

General Current Expense Distributed	Appropriations	Expenditures	Encumbrances	Avail Bal
School Sponsored Athletics - Instruction				
402-1XX-1XX Salaries	529,955.00	193,371.81	35,027.02	301,556.17
402-1XX-5XX Purchased Services	184,601.00	167,006.05	2,506.85	15,088.10
402-1XX-600 Supplies And Materials	46,972.07	13,736.75	2,337.35	30,897.97
402-1XX-8XX Other Objects	50,900.00	22,275.50	.00	28,624.50
Total School Sponsored Athletics - Instruction	812,428.07	396,390.11	39,871.22	376,166.74
Total Distributed	21,911,569.39	11,038,142.77	9,329,230.50	1,544,196.12
Undistributed				
Undistributed Expenditures - Instruction				
000-1XX-562 Tuition To Other Leas W/I St	504,671.00	217,799.00	157,140.00	129,732.00
000-1XX-569 Tuition - Other	570,901.00	256,023.50	314,877.50	.00
000-1XX-563 Tuition to County Vocational	389,844.00	157,780.80	232,063.20	.00
000-1XX-564 Tuition to County Vocational	70,254.00	28,101.60	42,152.40	.00
000-1XX-566 Tuition Private Sch in State	1,939,769.15	913,352.82	582,221.00	444,195.33
000-1XX-567 Tuition to Private Schools	369,975.73	117,736.39	252,239.34	.00
Total Undistributed Expenditures - Instruction Attendance And Social Work Services	3,845,414.88	1,690,794.11	1,580,693.44	573,927.33
000-211-1XX Salaries	107,006.50	58,484.58	48,521.26	.66
000-211-6XX Supplies and Materials	1,000.00	184.18	.00	815.82
Total Attendance And Social Work Services Health Services	108,006.50	58,668.76	48,521.26	816.48
000-213-1XX Salaries	459,676.00	209,328.50	189,805.60	60,541.90
000-213-3XX Purchased Prof and Tech Serv	221,750.00	45,365.59	147,249.96	29,134.45
000-213-5XX Other Purchased Services	500.00	.00	.00	500.00
000-213-6XX Supplies and Materials	138,471.04	101,272.17	4,756.00	32,442.87
000-213-8XX Other Objects	4,673.00	2,748.83	324.17	1,600.00
Total Health Services	825,070.04	358,715.09	342,135.73	124,219.22
Other Supp. Serv. Students-Related Servi				
000-216-1XX Salaries	490,266.00	238,463.80	211,787.00	40,015.20
000-216-32X Purchased Prof Educational S	493,875.00	196,731.25	294,808.75	2,335.00
000-216-6XX Supplies and Materials	3,400.00	2,992.48	.00	407.52
Total Other Supp. Serv. Students-Related Servi Other Supp. Serv. Students-Extra Service	987,541.00	438,187.53	506,595.75	42,757.72
000-217-32X Purchased Prof Educational S	2,137,795.00	664,461.81	1,429,451.19	43,882.00
000-217-6XX Supplies And Materials	21,577.95	11,580.95	478.00	9,519.00
Total Other Supp. Serv. Students-Extra Service Other Supp. Serv Students - Regular	2,159,372.95	676,042.76	1,429,929.19	53,401.00
000-218-11X Other Salaries	5,198.00	2,852.00	.00	2,346.00
000-218-104 Salaries/Other Prof Staff	895,869.00	451,485.91	435,166.70	9,216.39
000-218-105 Salaries of Secretaries & Cl	65,548.48	41,493.10	18,883.42	5,171.96
000-218-32X Purchased Prof Ed. Service	107,662.00	52,975.00	52,975.00	1,712.00
000-218-390 Purchased Prof. Technical Se	9,000.00	1,588.00	1,912.00	5,500.00
000-218-5XX Other Purchased Services	14,400.00	5,110.26	2,110.26	7,179.48
000-218-6XX Supplies and Materials	10,490.00	4,557.02	1,143.01	4,789.97
000-218-8XX Other Objects	4,050.00	1,930.00	.00	2,120.00
Total Other Supp. Serv Students - Regular Other Supp. Serv Students - Special	1,112,217.48	561,991.29	512,190.39	38,035.80
<del>"</del> -	000 000 16	120 000 06	455 247 10	1,833.40
000-219-104 Salaries Of Other Profession 000-219-105 Salaries Of Secr. And Cleric	888,080.46 100,550.00	430,999.96 56,175.00	455,247.10 40,125.00	4,250.00
			40,125.00	5,269.75
000-219-11X Other Salaries	36,075.03	30,805.28		
000-219-390 Purchased Prof. Technical Se	83,157.00	49,496.50	13,489.12	20,171.38
000-219-5XX Other Purchased Services	10,450.00	3,107.86 9,685.61	3,576.34 8,315.95	3,765.80
000-219-6XX Supplies And Materials	27,525.00	•		9,523.44 1,000.00
000-219-8XX Other Objects Total Other Supp. Serv Students - Special	1,000.00 1,146,837.49	.00 580,270.21	.00 520,753.51	45,813.77

Report Date 02/12/21 02:33 PM Period 00 - 07

Budget Year 21 For Funds

10- 12

Glen Rock School District Board Secretary Report

Statement of Appropriations

General Current Expense Undistributed	Appropriations	Expenditures	Encumbrances	Avail Bal
Improvement Of Instruction Services				
000-221-11X Other Salaries	30,070.00	30,070.00	.00	.00
000-221-5XX Other Purchased Services	2,976.00	390.00	1,300.00	1,286.00
000-221-6XX Supplies And Materials	10,000.00	1,288.25	467.14	8,244.61
000-221-8XX Other Objects	86,450.00	82,342.49	.00	4,107.51
000-221-102 Salaries Supervisor of Instr	231,000.00	134,750.00	96,250.00	.00
000-221-105 Salaries Secretaries & Cleri	12,494.00	7,758.39	.00	4,735.61
Total Improvement Of Instruction Services	372,990.00	256,599.13	98,017.14	18,373.73
Educational Media				
000-222-1XX Salaries	512,096.00	258,572.44	245,427.48	8,096.08
000-222-5XX Other Purchased Services	5,500.00	1,382.88	1,441.44	2,675.68
000-222-6XX Supplies And Materials	109,019.00	74,876.93	4,234.38	29,907.69
Total Educational Media	626,615.00	334,832.25	251,103.30	40,679.45
Instructional Staff Training				
000-223-11X Other Salaries	23,600.00	4,540.00	.00	19,060.00
000-223-32X Purchased Prof Ed. Servi	8,914.00	3,400.00	990.00	4,524.00
000-223-5XX Other Purchased Services	53,872.25	14,514.24	60.00	39,298.01
000-223-6XX Supplies And Materials	3,000.00	.00	.00	3,000.00
000-223-8XX Other Objects	800.00	.00	.00	800.00
Total Instructional Staff Training	90,186.25	22,454.24	1,050.00	66,682.01
Support Services - General Administratio				
000-23X-1XX Salaries	685,477.43	390,540.96	293,430.24	1,506.23
000-23X-331 Legal Services	98,780.72	54,416.47	44,364.25	.00
000-230-332 Audit Fees	74,413.00	7,750.00	62,980.00	3,683.00
000-23X-33X Other Purchased Prof. Servic	98,517.82	30,983.41	7,020.54	60,513.87
000-23X-4XX Other Purchased Services	7,675.00	3,835.50	3,835.50	4.00
000-23X-53X Communications / Telephone	81,020.00	43,538.91	34,948.90	2,532.19
000-23X-585 Board of Ed Other Purchases	4,500.00	540.00	1,500.00	2,460.00
000-23X-5XX Other Purchased Services	104,485.76	97,437.04	107.28	6,941.44
000-23X-6XX Supplies And Materials	9,135.24	8,149.85	985.39	.00
000-23X-82X Judgments	5,000.00	5,000.00	.00	.00
000-230-895 BOE Membership Dues & Fees	19,693.00	19,306.85	.00	386.15
000-23X-89X Miscellaneous Expenditures	33,025.00	16,223.66	12,529.54	4,271.80
Total Support Services - General Administratio	1,221,722.97	677,722.65	461,701.64	82,298.68
School Administration				
000-252-1XX Salaries	1,407,293.00	803,688.33	433,308.18	170,296.49
000-24X-104 Salaries Of Other Profession	449,719.19	277,758.40	171,960.79	.00
000-24X-105 Salaries Of Secr. And Cleric	443,048.72	242,409.65	187,221.74	13,417.33
000-24X-1XX Other Salaries	3,013.00	1,506.00	1,430.68	76.32
000-24X-3XX Purchased Prof. And Tech. Se	12,100.00	3,154.28	2,191.54	6,754.18
000-24X-5XX Other Purchased Services	50,593.60	29,961.16	5,996.14	14,636.30
000-24X-6XX Supplies And Materials	63,706.20	18,229.62	7,590.65	37,885.93
000-24X-8XX Other Objects	36,900.00	13,030.92	793.08	23,076.00
Total School Administration	2,466,373.71	1,389,738.36	810,492.80	266,142.55
Central Services	_,,	_,,	,	,
000-251-100 Salaries	610,946.00	341,837.07	244,650.37	24,458.56
000-251-340 Purchased Technical Services	34,303.00	33,258.61	225.00	819.39
000-251-500 Misc Purchased Services	23,929.13	7,285.95	2,096.49	14,546.69
000-251-600 Supplies And Materials	9,320.87	7,553.38	1,767.49	.00
000-251-8XX Other Objects	7,350.00	2,498.00	1,500.00	3,352.00
Total Central Services	685,849.00	392,433.01	250,239.35	43,176.64

Page No 8 ENJBAS07B

# Glen Rock School District Board Secretary Report

Page No <sup>9</sup> ENJBAS07B

Budget Year 21 For Funds 10- 12 Statement of Appropriations

General Current Expense Undistributed	Appropriations	Expenditures	Encumbrances	Avail Bal
Administrative Info Technology				
000-252-100 Salaries	436,863.00	238,229.39	160,887.59	37,746.02
000-252-330 Purchased Professional Servi	41,192.70	41,192.70	.00	.00
000-252-500 Misc Purchased Services	22,829.30	14,924.33	.00	7,904.97
000-252-600 Supplies And Materials	1,305.00	60.00	.00	1,245.00
000-252-800 Miscellaneous Expenditures	49,454.23	20,944.27	6,453.31	22,056.65
000-252-8XX Other Objects	1,640.00	.00	.00	1,640.00
Total Administrative Info Technology Required Maintenance Of School Facilitie	553,284.23	315,350.69	167,340.90	70,592.64
000-261-42X Cleaning, Repair, And Maint.	241,381.00	138,737.62	56,900.17	45,743.21
000-261-1XX Salaries	399,723.61	222,120.85	152,549.58	25,053.18
000-261-61X General Supplies	87,440.00	16,498.15	32,271.85	38,670.00
Total Required Maintenance Of School Facilitie Custodial Services	728,544.61	377,356.62	241,721.60	109,466.39
000-262-300 Purchased Prof. And Tech. Se	78,226.00	52,996.00	20,662.00	4,568.00
000-262-420 Cleaning Repair and Maint	2,156,261.10	1,191,846.00	874,513.38	89,901.72
000-262-590 Miscellaneous Purchased Serv	35,650.00	15,881.94	7,538.06	12,230.00
000-262-1XX Salaries	436,124.44	163,147.75	92,032.75	180,943.94
000-262-49X Other Purchased Property Ser	57,790.34	35,368.31	22,422.03	.00
000-262-52X Property Insurance	299,262.00	299,262.00	.00	.00
000-26X-61X General Supplies	180,926.99	77,590.83	93,401.28	9,934.88
000-262-62X Energy (Heat & Electric)	809,224.97	357,114.21	452,110.76	.00
000-26X-8XX Other Objects	19,950.00	4,539.79	6,249.73	9,160.48
Total Custodial Services	4,073,415.84	2,197,746.83	1,568,929.99	306,739.02
Care and Upkeep of Grounds				
000-263-420 Cleaning Rep & Maint Svcs	203,600.00	89,453.97	77,157.16	36,988.87
000-263-610 General Supplies	19,300.00	4,133.33	8,076.53	7,090.14
Total Care and Upkeep of Grounds Security	222,900.00	93,587.30	85,233.69	44,079.01
000-266-420 Cleaning Rep & Maint Svcs	41,127.14	4,500.63	18,017.26	18,609.25
000-266-110 Security Staff Stipends	198,303.28	93,401.78	33,507.50	71,394.00
000-26X-61X General Supplies	33,670.00	2,839.65	13,504.35	17,326.00
000-26X-8XX Other Objects	1,125.00	.00	.00	1,125.00
Total Security	274,225.42	100,742.06	65,029.11	108,454.25
Student Transportation Services	E4 854 88	20.000.01	01 000 10	
000-27X-161 Sal For Pupil Transp (Home/S	54,754.17	32,886.04	21,868.13	.00
000-270-420 Contracted Services-Bus Main	10,000.00	4,520.49	.00	5,479.51
000-27X-511 Contracted Services (Home/Sc	1,500.00	495.00	1,005.00	.00 2,800.00
000-27X-6XX Supplies And Materials	8,800.00	426.08	5,573.92	•
000-27X-8XX Miscellaneous Expenditures	5,443.00	950.46	.00	4,492.54
000-27X-11X	9,694.95	3,266.25	.00	6,428.70
000-27X-512 Cont Svs (Not H&S) Vend	257,175.05	28,073.63	215,801.37	13,300.05
000-27X-513	80,557.00	18,414.85	62,142.15	.00
000-27X-515 Total Student Transportation Services	741,876.00 1,169,800.17	294,278.22 383,311.02	447,597.78 <b>753,988.3</b> 5	.00 32,500.80
Unallocated Benefits				
000-291-22X Social Security Contribution	544,037.00	184,211.28	.00	359,825.72
000-291-241 Other Retirement - Regular	432,427.00	1,762.11	428,071.00	2,593.89
000-291-26X Workmen's Compensation	60,741.24	60,741.24	.00	.00
000-291-27X Health Benefits	6,232,717.90	3,295,009.40	2,046,145.80	891,562.70
000-291-28X Tuition Reimbursement	72,500.00	.00.	.00	72,500.00
000-291-29X Other Employee Benefits	184,152.00	89,989.74	.00	94,162.26
Total Unallocated Benefits	7,526,575.14	3,631,713.77	2,474,216.80	1,420,644.57
Total Undistributed	30,196,942.68	14,538,257.68	12,169,883.94	3,488,801.06
Total General Current Expense	52,108,812.07	25,576,400.45	21,499,114.44	5,033,297.18

Report Date 02/12/21 02:33 PM Period 00 - 07

Glen Rock School District

Board Secretary Report

Budget Year 21 For Funds 10- 12

Statement of Appropriations

Page No 10 ENJBAS07B

Capital Outlay	Appropriations	Expenditures	Encumbrances	Avail Bal
Capital Outlay				
18240 EXPENSES3				
000-400-100 Salaries	215,768.00	.00	.00	215,768.00
Total 18240 EXPENSES3	215,768.00	.00	.00	215,768.00
Facilities Acquisition and Construction				
000-100-730 Undistributed Expenditures -	121,294.59	97,370.63	23,923.96	.00
000-210-730 Other Supp. Serv Students	71,433.00	69,333.00	.00	2,100.00
15-XXX-252-73X	97,030.65	97,030.65	.00	.00
000-260-730 Operation & Maintenance Of P	273,119.16	256,726.06	15,096.90	1,296.20
000-400-800 Other Objects	15,896.00	.00	15,896.00	.00
000-400-931 Capital Reserve	1,011,090.00	1,011,090.00	.00	.00
000-230-73X	17,524.50	17,524.50	.00	.00
Total Facilities Acquisition and Construction	1,607,387.90	1,549,074.84	54,916.86	3,396.20
Total Capital Outlay	1,823,155.90	1,549,074.84	54,916.86	219,164.20
Total Capital Outlay	1,823,155.90	1,549,074.84	54,916.86	219,164.20
Special Schools Special Schools	Appropriations	Expenditures	Encumbrances	Avail Bal
Post Secondary Programs - Instruction Total Post Secondary Programs - Instruction	.00	.00	.00	.00
Post Secondary Programs - Support Total Post Secondary Programs - Support	.00	.00	.00	.00
Total Special Schools	.00	.00	.00	.00
Total Special Schools	.00	.00	.00	.00
Grand Totals:	53,931,967.97	27,125,475.29	21,554,031.30	5,252,461.38

Pursuant to N.J.A.C. 6:20-2A.10 (d)\*, I certify that no budgetary line item account has been over expended in violation of N.J.A.C. 6:20-2A. 10(a)\* and that sufficient funds are available to meet the district's financial obligations for the remainder of the fiscal year.

Board Secretary

Period 00 - 07

Budget Year 21 For Funds 20- 20

Glen Rock School District Board Secretary Report Interim Balance Sheet

Page No 1 ENJBAS07B

	_				
				_	
		Α	ggetg	മനദ്	Resource

	Assets and Resour	rces	
Assets	:		
101	Cash in Bank	-12,913.94	
102-10		.00	
107	Cash Management	.00	10 012 04
73	otal Cash		-12,913.94
109	Payments		.00
111	Investments		.00
116	Capital Reserve Account		.00
117	Maintenance Reserve Investment Account		.00
118	Emergency Reserve Account		.00
121	Tax Levy Receivable		.00
132	ccounts Receivable: Interfund	.00	
140	Intergovernmental	.00	
141	Intergovernmental - State	.00	
142	Intergovernmental - Federal	-36,490.00	
143	Intergovernmental - Other	.00	
153,15	Other - Net of Estimated Uncollectable of	.00	
161	Bond Proceeds Receivables		
171	Inventories for Consumption	.00	
172	Inventory	.00	
155 m	Interfund  otal Accounts Receivable	.00	-36,490.00
	pans Receivable:		-30,430.00
131	Interfund Loans Receivable	.00	
151,15	Other - Net of Estimated Uncollectable of	.00	
181	Prepaid Expenses	.00	
192	Deferred Expenditures	.00	
T	otal Loans Receivable		.00
	Other Current Assets		.00
Resour	ces:		
241	Machinery and Equipment	.00	
242	Accumulated Depreciation on Machinery & Equipment	.00	
301	Estimated revenues	986,464.00	
302	Less Revenues	-573,925.00	
			412,539.00
	Total Assets and	d Resources	363,135.06
rd abd 1	Liabilities and Fund E	Equity	
Liabil:			
101	Cash Overdraft		.00
402	Interfund Accounts Payable		.00
411	Intergovernmental Accounts Payable - State		.00
412	Intergovernmental Accounts Payable - Federal		.00
421	Accounts Payable		-15,241.67
431	Contracts Payable		.00
451	Loans Payable		.00
423	Accounts Payable / Previous Years		.00
461	Accrued Salaries and Benefits		.00
481	Deferred Revenues		-31,800.00
			0.0
	Other Current Liabilities		.00

Report Date 02/12/21 02:36 PM Period 00 - 07

Glen Rock School District Board Secretary Report

Budget Year 21 For Funds 20- 20

Interim Balance Sheet

Page No 2 ENJBAS07B

Fund 1	Balance:			
	opropriated:			
753	Reserve for Encumbrances - Current Year		-336,883.61	
754	Reserve for Encumbrances - Prior Year			
	Reserved Fund Balance:			
764	Maintenance Reserve Account	.00		
765	Tuition Reserve Account	.00		
606	Add: Increase in Maintenance Reserve	.00		
310	Less: Budgeted W/D from Maint. Reserve	.00		
		<del></del>	.00	
761	Capital Reserve Account	.00		
604	Add: Increase in Capital Reserve	.00		
307	Less: Budgeted W/D Local Share < Exc Cost	.00		
309	Less: Budgeted W/D from Cap. Reserve-Exc	.00		
866	Daniel Daniel Daniel		.00	
766 607	Emergency Reserve Account  Add: Increase in Emergency Reserve	.00		
312	Less: Budged W/D from Emergency Reserve	.00		
312	ness: sudged w/b from billergency Reserve		.00	
762	Adult Education Programs		.00	
	31,752 Reserved Fund Balance		.00	
	50,763,767,768,769 Other Reserves		.00	
601		986 464 99		
601	Appropriations	-986,464.00		
602	Less: Expenditures 577,459.98			
603	Encumbrances 336,883.61	914,343.59	-72,120.41	
	Total Appropriated			-409,004.02
	appropriated:			
712	Investment in Gen Fixed Assets		.00.	
770	Fund Balance		92,910.63	
771	Fund Balance - Designated		.00	
772	Fund Balance - Undesignated		.00	
303	Budgeted Fund Balance			
311	Budget Withdr Fm Tuition Reserve-Adjust/SU		.00	
740	Unreserved Retain Earnings		.00	
	Total Unappropriated			92,910.63
		Total Fund Equity	_	-316,093.39
Pogan.	tulation of Fund Balance:	Total Liabilities and Fund	: gdnith ==	-363,135.06
кесар.	turation of rund barance:	Budgeted	Actual	Variance
Appro	priations	986,464.00	914,343.59	72,120.41
Reven		-986,464.00	-573,925.00	-412,539.00
	Sub Total	.00	340,418.59	-340,418.59
	Change in Reserve Accounts:		·	•
77.7		20	00	0.0
	- Increase in Reserve - Withdraw from Reserve	.00	.00	.00
TERR .		.00		.00
T	Sub Total		340,418.59	-340,418.59
Less:	Adjustment For Prior Year Encumbrance		.00	.00
	Budget Fund Balance	.00	340,418.59	-340,418.59

Glen Rock School District
Board Secretary Report

Period 00 - 07

Budget Year 21 For Funds 20- 20

Interim Statements

Page No 3 ENJBAS07B

	Budget Estimated	Actual To Date		Unrealized Balance
Special Revenue Fund				
Revenues from Local Sources				
Total Revenues from Local Sources	.00	.00	.00	.00
Revenues from State Sources				
2X-3XXX Other Restricted Entitle.	176,180.00	124,432.00	.00	51,748.00
Total Revenues from State Sources	176,180.00	124,432.00	.00	51,748.00
Revenues from Federal Sources				
4XXX From Federal Sources	810,284.00	449,493.00	.00	360,791.00
Total Revenues from Federal Sources	810,284.00	449,493.00	.00	360,791.00
Total Special Revenue Fund	986,464.00	573,925.00	.00	412,539.00
Expenditures and Other Uses Local Projects	Appropriations	Expenditures	Encumbrances	Avail Bal
Total Local Projects Local Projects	.00	.00	.00	.00
Total Local Projects	.00	.00	.00	.00
State Projects				
2X-511-XXX-XXX NJ Character Educaation	39,550.00	4,230.00	218.00	35,102.00
2X-501-4XX-XXX NP Textbooks	13,806.00	13,802.59	.00	3.41
2X-502/505-XXX-XXX Nonpublic Auxiliary S	38,073.00	12,833.73	19,267.27	5,972.00
2X-506-XXX-XXX Nonpublic Auxillary	20,237.00	5,828.40	14,408.60	.00
2X-509-XXX-XXX Nonpublic Nursing Srvcs.	23,234.00	1,489.60	21,744.40	.00
2X-509-XXX-XXX Nonpublic Nursing Srvcs.	18,228.00	5,924.10	12,303.90	.00
2X-511-XXX-XXX NJ Character Education	23,052.00	13,681.22	9,370.78	.00
2X-XXX-XXX-XXX OTHER FEDERAL PROJECT	9,831.00	.00	9,831.00	.00
Total State Projects Federal Projects	186,011.00	57,789.64	87,143.95	41,077.41
2X-25X-XXX-XXX IDEA	620,184.00	377,740.44	242,443.56	.00
2X-XXX-XXX-XXX OTHER FEDERAL PROJECT	180,269.00	141,929.90	7,296.10	31,043.00
Total Federal Projects	800,453.00	519,670.34	249,739.66	31,043.00
Total Expenditures and Other Uses	986,464.00	577,459.98	336,883.61	72,120.41
Total Expenditures	986,464.00	577,459.98	336,883.61	72,120.41

Period 00 - 07 Budget Year 21 For Funds

20- 20

Glen Rock School District Board Secretary Report Schedule of Revenues

Page No 4 ENJBAS07B

	Budget Estimated	Actual To Date	Unrealized Balance
Special Revenue Fund Local Sources			
Total Local Sources	.00	.00	.00
State Sources			
32XX Other Restricted Entitlements	127,692.00	79,666.69	48,025.31
3XXX Revenues from State Sources	48,488.00	44,765.31	3,722.69
Total State Sources	176,180.00	124,432.00	51,748.00
Federal Sources			
32XX Other Restricted Entitlements	147,351.00	140,851.00	6,500.00
I.D.E.A. Part B (Handicapped)	620,184.00	296,936.00	323,248.00
No Child Left Behind Title II	34,233.00	6,450.00	27,783.00
No Child Left Behind Title III	8,516.00	5,256.00	3,260.00
Total Federal Sources	810,284.00	449,493.00	360,791.00
Total Special Revenue Fund	986,464.00	573,925.00	412,539.00

Report Date 02/12/21 02:36 PM Period 00 - 07

Grand Totals:

Glen Rock School District Board Secretary Report

Page No 5

ENJBAS07B

Budget Year 21 For Funds 20- 20 Statement of Appropriations

Expenditures Encumbrances Avail Bal Appropriations Special Revenue Fund Early Childhood Program Instruction Total Instruction .00 .00 .00 .00 Total Early Childhood Program .00 .00 .00 .00 Demonstribly Effective Program Instruction Total Instruction .00 .00 .00 .00 - 00 .00 .00 .00 Total Demonstribly Effective Program Local Projects Prior Year Encumbrances Total Prior Year Encumbrances .00 .00 .00 .00 Local Project .00 .00 .00 .00 Total Local Project Support Services .00 .00 .00 .00 Total Support Services Nonpublic School Projects .00 .00 .00 .00 Total Nonpublic School Projects Total Local Projects .00 .00 .00 .00 State Project Nonpublic School Projects 13,806.00 13.802.59 .00 3.41 501-XXX-XXX Nonpublic Textbooks 38,073.00 12,833.73 19,267.27 5,972,00 502-XXX-XXX Non-Public Comp. Ed. 506-XXX-XXX Non-Public Supp. Inst. 20,237.00 5,828.40 14,408.60 .00 21,744.40 .00 507-XXX-XXX NJ Nonpublic Hand. Servcs.. 23,234.00 1,489.60 508-XXX-XXX Nonpublic Handicapped-Corr. 18,228.00 5,924.10 12,303.90 .00 509-XXX-XXX NJ Nonpublic Nursing Service 23.052.00 13.681.22 9.370.78 .00 136,630.00 53,559.64 77,094.95 5,975.41 Total Nonpublic School Projects Other State Projects 39,550.00 4,230.00 218.00 35,102.00 511-XXX-XXX NJ Character Education Total Other State Projects 39,550.00 4,230.00 218.00 35,102.00 Federal Projects 9,831.00 .00 9,831.00 .00 CARES Act 9,831.00 .00 9,831.00 .00 Total Federal Projects Total State Project 186,011.00 57,789.64 87,143.95 41,077.41 Federal Projects Federal Projects 8,516.00 5,256.00 .00 3,260.00 241/245 NCLB Title III 377,740.44 242,443.56 .00 25X-XXX-XXX I.D.E.A. Part B. 620,184.00 27X-XXX-XXX NCLB Title IIA-Teach.&Princ. 34,233.00 6,450.00 .00 27,783.00 CARES Act 137,520.00 130,223.90 7,296.10 .00 Total Federal Projects 800,453.00 519,670.34 249,739.66 31,043.00 800,453.00 519,670.34 249,739.66 31,043.00 Total Federal Projects 577,459.98 Total Special Revenue Fund 986,464.00 336,883.61 72,120,41

986,464.00

577,459.98

336,883.61

72,120.41

Report Date 02/12/21 02:36 PM Period 00 - 07

Glen Rock School District

Board Secretary Report Statement of Appropriations Page No 6 ENJBAS07B

Budget Year 21 For Funds

20- 20

the district's financial obligations for the remainder of the fiscal year.

Pursuant to N.J.A.C. 6:20-2A.10 (d)\*, I certify that no budgetary line item account has been over expended in violation of N.J.A.C. 6:20-2A. 10(a)\* and that sufficient funds are available to meet

Period

00 - 07

Other Current Liabilities

Glen Rock School District Board Secretary Report

Page No 1 ENJBAS07B

.00

.00

For Funds Budget Year 21 30- 30 Interim Balance Sheet Assets and Resources Assets: 101 Cash in Bank 5,523,305.29 Cash Equivalents .00 102-106 107 Cash Management .00 Total Cash 5,523,305.29 109 Payments .00 .00 Investments 111 .00 116 Capital Reserve Account .00 117 Maintenance Reserve Investment Account .00 118 Emergency Reserve Account .00 Tax Levy Receivable 121 Accounts Receivable: .00 132 Interfund .00 Intergovernmental 140 Intergovernmental - State .00 141 Intergovernmental - Federal 142 .00 143 Intergovernmental - Other .00 Other - Net of Estimated Uncollectable of .00 153,154 161 Bond Proceeds Receivables .00 Inventories for Consumption .00 171 .00 172 Inventory 155 Interfund .00 Total Accounts Receivable .00 Loans Receivable: 131 Interfund Loans Receivable .00 151,152 Other - Net of Estimated Uncollectable of .00 .00 181 Prepaid Expenses Deferred Expenditures .00 192 Total Loans Receivable .00 Other Current Assets .00 Resources: Machinery and Equipment 241 .00 242 Accumulated Depreciation on Machinery & Equipment .00 301 .00 Estimated revenues Less Revenues -1,011,090.00 302 -1,011,090.00 Total Assets and Resources 4,512,215.29 Liabilities and Fund Equity Liabilities: 101 Cash Overdraft .00 402 Interfund Accounts Payable .00 Intergovernmental Accounts Payable - State .00 411 Intergovernmental Accounts Payable - Federal .00 412 421 Accounts Payable .00 431 Contracts Payable .00 .00 451 Loans Payable 423 Accounts Payable / Previous Years .00 Accrued Salaries and Benefits .00 461 481 Deferred Revenues .00

Total Liabilities

21

Period

Budget Year

00

For Funds

Glen Rock School District \_ 07 Board Secretary Report

30- 30

Interim Balance Sheet

Page No 2 ENJBAS07B

Fund Balance: Appropriated: 753 Reserve for Encumbrances - Current Year -121,714.49 -884,005.03 754 Reserve for Encumbrances - Prior Year Reserved Fund Balance: .00 764 Maintenance Reserve Account Tuition Reserve Account .00 765 Add: Increase in Maintenance Reserve .00 606 310 Less: Budgeted W/D from Maint. Reserve .00 .00 Capital Reserve Account .00 761 604 Add: Increase in Capital Reserve .00 307 Less: Budgeted W/D Local Share < Exc Cost .00 Less: Budgeted W/D from Cap. Reserve-Exc 309 .00 .00 766 Emergency Reserve Account .00 607 Add: Increase in Emergency Reserve .00 Less: Budged W/D from Emergency Reserve . 00 312 .00 .00 762 Adult Education Programs 750,751,752 Reserved Fund Balance .00 730,760,763,767,768,769 Other Reserves .00 601 Appropriations -10,637,178.27 5,101,888.44 602 Less: Expenditures 6,107,607.96 -4,529,570.31 603 Encumbrances 1,005,719.52 -5,535,289.83 Total Appropriated Unappropriated: 712 Investment in Gen Fixed Assets .00 -9,614,103.73 770 Fund Balance 771 Fund Balance - Designated .00 .00 772 Fund Balance - Undesignated 303 Budgeted Fund Balance 10,637,178.27 Budget Withdr Fm Tuition Reserve-Adjust/SU .00 311 .00 740 Unreserved Retain Earnings Total Unappropriated 1,023,074.54 Total Fund Equity -4,512,215.29 Total Liabilities and Fund Equity -4,512,215.29 Recapitulation of Fund Balance: Variance Actual Budgeted 10,637,178.27 6,107,607.96 4,529,570.31 Appropriations Revenues .00 -1,011,090.00 1,011,090.00 5,540,660.31 10,637,178.27 5,096,517.96 Sub Total Change in Reserve Accounts: Plus - Increase in Reserve .00 .00 .00 .00 .00 Less - Withdraw from Reserve .00 Sub Total 10,637,178.27 5,096,517.96 5,540,660.31 Less:Adjustment For Prior Year Encumbrance -5,065,289.44 -5,065,289.44 Budget Fund Balance 5,571,888.83 31,228.52 5,540,660.31

Period 00 - 07 Bu

Glen Rock School District Board Secretary Report ements

Page No 3 ENJBAS07B

	udget	Year	21	For Funds	30- 30	Interim Statem
--	-------	------	----	-----------	--------	----------------

	Budget Estimated	Actual To Date		Unrealized Balance
Revenues/Sources of Funds				
Revenue/Sources of Funds				
52XX Transfers From Other Funds	.00	1,011,090.00	.00	-1,011,090.00
Total Revenue/Sources of Funds	.00	1,011,090.00	.00	-1,011,090.00
Total Revenues/Sources of Funds	.00	1,011,090.00	.00	-1,011,090.00
Expenditures and Other Uses	Appropriations	Expenditures	Encumbrances	Avail Bal
Undistributed Expenditures				
3X-XXX-4XX-XXX Construction Services	10,637,178.27	5,101,888.44	1,005,719.52	4,529,570.31
Total Undistributed Expenditures	10,637,178.27	5,101,888.44	1,005,719.52	4,529,570.31
Total Expenditures and Other Uses	10,637,178.27	5,101,888.44	1,005,719.52	4,529,570.31
999 INTERIM STATE1	Appropriations	Expenditures	Encumbrances	Avail Bal
Facilities Acquisition & Construction				
Total Facilities Acquisition & Construction	.00	.00	.00	.00
Total 999 INTERIM STATE1	.00	.00	.00	.00
Total Expenditures	10,637,178.27	5,101,888.44	1,005,719.52	4,529,570.31

Report Date 02/12/21 02:38 PM Period 00 - 07

Budget Year 21 For Funds 30- 30

### Glen Rock School District Board Secretary Report Schedule of Revenues

Page No 4 ENJBAS07B

	Budget	Actual	Unrealized
	Estimated	To Date	Balance
Capital Projects Fund			
Local Sources			
Total Local Sources	.00	.00	.00
Transfer from Other Funds			
Transfer from Other Funds	.00	1,011,090.00	-1,011,090.00
Total Transfer from Other Funds	.00	1,011,090.00	-1,011,090.00
Total Capital Projects Fund	.00	1,011,090.00	-1,011,090.00

Period 00 - 07

Budget Year 21 For Funds 30- 30

Glen Rock School District

Board Secretary Report

Statement of Appropriations

Page No 5 ENJBAS07B

Capital Projects Fund Capital Projects	Appropriations	Expenditures	Encumbrances	Avail Bal
1205 EXPENSES3 Total 1205 EXPENSES3	.00	.00	.00	.00
Equipment Total Equipment Facilities Acquisition and Construction	.00	.00	.00	.00
000-400-331 Legal Services	2,979.75	.00	.00	2,979.75
000-400-390 Other Purchased Services	444,048.99	285,102.53	105,792.44	53,154.02
000-400-450 Construction Services	9,590,327.64	4,501,640.73	849,961.16	4,238,725.75
000-400-610 General Supplies	456,477.09	309,315.18	49,806.97	97,354.94
000-400-800 Other Objects	143,344.80	5,830.00	158.95	137,355.85
Total Facilities Acquisition and Construction	10,637,178.27	5,101,888.44	1,005,719.52	4,529,570.31
Total Capital Projects	10,637,178.27	5,101,888.44	1,005,719.52	4,529,570.31
Total Capital Projects Fund	10,637,178.27	5,101,888.44	1,005,719.52	4,529,570.31
Grand Totals:	10,637,178.27	5,101,888.44	1,005,719.52	4,529,570.31

Pursuant to N.J.A.C. 6:20-2A.10 (d)\*, I certify that no budgetary line item account has been over expended in violation of N.J.A.C. 6:20-2A. 10(a)\* and that sufficient funds are available to meet the district's financial obligations for the remainder of the fiscal year.

Period 00 - 07

Glen Rock School District Board Secretary Report Interim Balance Sheet

Page No 1

Budget Year 21 For Funds 40- 40 ENJBAS07B

*********	Assets and Resour	cces	
Asset	8:		
101	Cash in Bank	-195,916.97	
102-1	06 Cash Equivalents	.00	
107	Cash Management	.00	
	Total Cash		-195,916.97
109	Payments		.00
111	Investments		.00
116	Capital Reserve Account		.00
117	Maintenance Reserve Investment Account		.00
118	Emergency Reserve Account		.00
121	Tax Levy Receivable		705,206.00
132	Accounts Receivable: Interfund	.00	
140	Intergovernmental	.00	
141	Intergovernmental - State	172,186.00	
142	Intergovernmental - Federal	.00	
143	Intergovernmental - Other	.00	
153,1	Other - Net of Estimated Uncollectable of	.00	
161	Bond Proceeds Receivables	.00	
171	Inventories for Consumption	.00	
172	Inventory	.00	
155	Interfund Total Accounts Receivable	.00	172,186.00
	Loans Receivable:		172,180.00
131	Interfund Loans Receivable	.00	
151,1		.00	
181	Prepaid Expenses	.00	
192	Deferred Expenditures	.00	
	Total Loans Receivable		.00
	Other Current Assets		.00
Resou	rces:		
241	Machinery and Equipment	.00	
242	Accumulated Depreciation on Machinery & Equipment	.00	
301	Estimated revenues	3,587,158.00	
302	Less Revenues	-3,587,158.00	2.2
			.00
	Total Assets and	i Resources	681,475.03
T.i ah i	Liabilities and Fund E	<u>Iquity</u>	
			0.0
101	Cash Overdraft		.00
402	Interfund Accounts Payable		.00
411	Intergovernmental Accounts Payable - State		.00
412	Intergovernmental Accounts Payable - Federal		.00
421	Accounts Payable		.00
431	Contracts Payable		.00
451	Loans Payable		.00
423	Accounts Payable / Previous Years		.00
	Accrued Salaries and Benefits		.00
461			
481	Deferred Revenues		.00
	Other Current Liabilities		.00
	Total Liabilitie	es	.00

Period 00 - 07

Glen Rock School District
Board Secretary Report
Interim Balance Sheet

Budget Year 21 For Funds 40- 40

Page No 2 ENJBAS07B

	alance: propriated:			
753	Reserve for Encumbrances - Current Year		-681,475.00	
754	Reserve for Encumbrances - Prior Year		·	
	Reserved Fund Balance:			
764	Maintenance Reserve Account	.00		
765	Tuition Reserve Account	.00		
606	Add: Increase in Maintenance Reserve	.00		
310	Less: Budgeted W/D from Maint. Reserve	.00		
			.00	
761	Capital Reserve Account	.00		
604	Add: Increase in Capital Reserve	.00		
307	Less: Budgeted W/D Local Share < Exc Cost	.00		
309	Less: Budgeted W/D from Cap. Reserve-Exc	.00		
266	Emongona Pagama Agganah	.00	.00	
766 607	Emergency Reserve Account  Add: Increase in Emergency Reserve	.00		
312	Less: Budged W/D from Emergency Reserve	.00		
312	ness. Dadged Hyb IIom Imergency Reserve		.00	
762	Adult Education Programs		.00	
750,75	<del>-</del>		.00	
	0,763,767,768,769 Other Reserves		.00	
601	Appropriations	-3,587,283.00		
602	Less: Expenditures 2,905,807.61			
603	Encumbrances 681,475.00	3,587,282.61	39	
	Total Appropriated			-681,475.39
Un	appropriated:			·
712	Investment in Gen Fixed Assets		.00	
770	Fund Balance		-124.64	
771	Fund Balance - Designated		.00	
772	Fund Balance - Undesignated		.00	
303	Budgeted Fund Balance		125.00	
311	Budget Withdr Fm Tuition Reserve-Adjust/SU		.00	
740	Unreserved Retain Earnings	V**Noon	.00	
	Total Unappropriated		~~~	.36
		Total Fund Equity	war a	-681,475.03
		Total Liabilities and Fu	nd Equity	-681,475.03
Recapi	tulation of Fund Balance:	Budgeted	Actual	Variance
Approp	riations	3,587,283.00	3,587,282.61	.39
Revenu	es	-3,587,158.00	-3,587,158.00	.00
	Sub Total	125.00	124.61	.39
	Change in Reserve Accounts:			
Plus -	Increase in Reserve	.00	.00	.00
Less -	Withdraw from Reserve	.00	.00	.00
	Sub Total	125.00	124.61	.39
Less:A	djustment For Prior Year Encumbrance	.00	.00	.00
	Budget Fund Balance	125.00	124.61	.39
	-			

Glen Rock School District Board Secretary Report

Page No 3

ENJBAS07B

07 Budget Year 21 For Funds 40- 40

Interim Statements

Budget Actual To Unrealized Estimated Date Balance Budgeted Fund Balance 125.00 124.61 .39 Debt Service Fund Revenues from Local Sources 1XXX From Local Sources 2,680,775.00 2,680,775.00 .00 .00 2,680,775.00 .00 Total Revenues from Local Sources 2,680,775.00 .00 Revenues from State Sources Debt Service Aid Type II 906,383.00 906,383.00 .00 .00 4X-3160 Total Revenues from State Sources 906,383.00 906,383.00 .00 .00 Total Debt Service Fund 3,587,283.00 3,587,282.61 .00 .39 Expenditures Avail Bal Expenditures and Other Uses Appropriations Encumbrances Debt Service 4X-701-510-XXX Debt Service - Regular 3,587,283.00 2,905,807.61 681,475.00 .39 3,587,283.00 2,905,807.61 681,475.00 .39 Total Debt Service Total Expenditures and Other Uses 3,587,283.00 2,905,807.61 681,475.00 .39 Total Expenditures 3,587,283.00 2,905,807.61 681,475.00 .39

Report Date 02/12/21 02:38 PM Period 00 - 07

Glen Rock School District
Board Secretary Report
Schedule of Revenues

Page No 4 ENJBAS07B

Budget Year 21 For Funds 40- 40

	Budget Estimated	Actual To Date	Unrealized Balance
Budgeted Fund Balance	125.00	124.61	.39
Debt Service Fund Local Sources			
1210 Local Tax Levy	2,680,775.00	2,680,775.00	.00
Total Local Sources	2,680,775.00	2,680,775.00	.00
State Sources			
3160 Debt Service Aid Type II	906,383.00	906,383.00	.00
Total State Sources	906,383.00	906,383.00	.00
Transfer from Other Funds			
Total Transfer from Other Funds	.00	.00	.00
Total Debt Service Fund	3,587,283.00	3,587,282.61	.39

Glen Rock School District

Page No 5 ENJBAS07B

Period 00 - 07

Board Secretary Report Statement of Appropriations

Budget Year 21 For Funds 40- 40	Statement of Appropriations			
Debt Service Fund Debt Service	Appropriations	Expenditures	Encumbrances	Avail Bal
Regular Debt Service				
701-510-910 Redemption of Principle	1,690,000.00	1,690,000.00	.00	.00
701-510-834 Interest on Bonds	1,897,283.00	1,215,807.61	681,475.00	.39
Total Regular Debt Service	3,587,283.00	2,905,807.61	681,475.00	.39
Total Debt Service	3,587,283.00	2,905,807.61	681,475.00	.39
Total Debt Service Fund	3,587,283.00	2,905,807.61	681,475.00	.39
Grand Totals:	3,587,283.00	2,905,807.61	681,475.00	.39

Pursuant to N.J.A.C. 6:20-2A.10 (d)\*, I certify that no budgetary line item account has been over expended in violation of N.J.A.C. 6:20-2A. 10(a)\* and that sufficient funds are available to meet the district's financial obligations for the remainder of the fiscal year.

Board Secretary

# APPENDIX

G

Report Date 02/08/21 02:22 PM

#### Glen Rock School District

Budget Journal By Reference

Page No 1

FJATV07A

				Budget Journal by Refere	ence	F07	AIVO/A
Batch No.	Ref No.	Date	Period	Description		Debit	Credit
Account N	Mo/Description						
000355 3	424	12/23/20	07	Hamilton Budget Transfer			
	240-610-13-44-2			Hamilton Office Supplies		2,000.00	
1-11-190-1	100-610-13-03-2	140		Hamilton Teacher Supplies			2,000.00
				Total Reference No.	3424	2,000.00	2,000.00
				Total Batch No.	000355	2,000.00	2,000.00
000356 3	418	12/16/20	07	CST Budget Transfer			
1-11-000-	213-390-30-00-0	00		Cst Extra Nursing Services	S	37,000.00	
1-11-000-	216-320-30-16-4	32		Cst Related Svcs Speech			37,000.00
				Total Reference No.	3418	37,000.00	37,000.00
				Total Batch No.	000356	37,000.00	37,000.00
000364 3	421	12/22/20	07	B&G and CST Budget Transfers			
1-11-000-	263-420-40-32-7	20		SW Grounds Contracted Svcs	s.	4,000.00	
1-11-000-	263-610-40-32-7	21		SW Grounds Supplies/Mater	ials		4,000.00
000364 3	425	01/05/21	07	Total Reference No. B&G and CST Budget Transfers	3421	4,000.00	4,000.00
1-11-000-	216-320-30-16-0	00		SAGE Day Counseling Svcs.		3,125.00	
1-11-000-	219-610-30-16-2	41		Cst Supplies System Wide			3,125.00
				Total Reference No.	3425	3,125.00	3,125.00
				Total Batch No.	000364	7,125.00	7,125.00
000369 3	429	01/07/21	07	Coleman Budget Transfers			
1-11-000-	222-610-12-09-2	30		Coleman Media Ctr Books			262.00
1-11-000-	222-610-12-09-2	131		Coleman Media Ctr Pubs		262.00	
				Total Reference No.	3429	262.00	262.00
	430	01/07/21	07	Coleman Budget Transfers			
	222-610-12-09-2			Coleman Media Ctr Books		26 51	36.51
1-11-000	222-610-12-09-2	33		Coleman Media Ctr Supp	2420	36.51	26 51
000369 3	431	01/07/21	07	Total Reference No. Coleman Budget Transfers	3430	36.51	36.51
1-11-000-	240-580-12-44-2			Coleman Admin Travel Expe	nses	100.00	
1-11-190-	100-610-12-03-2	140		Cole Teacher Supplies			100.00
				Total Reference No.	3431	100.00	100.00
000369 3	432	01/07/21	07	Coleman Budget Transfers			
	100-610-12-01-2			Cole Art Supplies		18.87	
1-11-190-	100-610-12-03-2	140		Cole Teacher Supplies			18.87
000369 3	433	01/07/21	07	Total Reference No. Coleman Budget Transfers	3432	18.87	18.87
1-11-190-2	100-610-12-03-2	40		Cole Teacher Supplies			841.40
1-11-190-	100-610-12-08-2	40		Cole Kdgn Supplies		841.40	
				Total Reference No.	3433	841.40	841.40
000369 3	434	01/07/21	07	Coleman Budget Transfers			
1-11-190-	100-610-12-03-2	40		Cole Teacher Supplies			560.00
1-11-190-	100-610-12-11-2	141		Cole Music Supplies		560.00	
				Total Reference No.	3434	560.00	560.00

#### Glen Rock School District

Budget Journal By Reference

FJATV07A

Batch No. Ref No. Period Description Debit Credit Date Account No/Description 000369 3435 01/07/21 07 Coleman Budget Transfers 1-11-190-100-610-12-03-240 Cole Teacher Supplies 99.15 1-11-190-100-610-12-12-240 Cole Phys Ed Supplies 99.15 Total Reference No. 3435 99.15 99.15 000369 3436 01/07/21 07 Coleman Budget Transfers 1-11-190-100-610-12-03-240 Cole Teacher Supplies 155.24 1-11-204-100-610-12-46-240 Cole LLD Supplies 155.24 Total Reference No. 3436 155.24 155.24 000369 3437 01/07/21 Coleman Budget Transfers 1-11-190-100-610-12-03-240 Cole Teacher Supplies 78.03 1-11-230-100-610-12-48-240 Cole Reading Supplies 78.03 Total Reference No. 78.03 3437 78.03 Total Batch No. 000369 2,151.20 2,151.20 000376 3438 01/11/21 B&G Budget Transfer 1-11-000-261-610-40-20-741 HS/MS Admin Bldg Supplies 3,000.00 1-11-000-262-610-40-32-742 SW Bldg Equipment/Supplies 3,000.00 3,000.00 3,000.00 Total Reference No. 3438 Total Batch No. 000376 3,000.00 3,000.00 000380 3426 01/06/21 07 HS Budget Transfer 1-11-190-100-610-20-39-730 Schoolwide Equipment 400.00 1-11-190-100-640-20-05-220 Hs Foreign Lang. Textbks 400.00 Total Reference No. 400.00 400.00 Total Batch No. 000380 400.00 400.00 000386 3439 01/19/21 07 HS Transfer 1-11-000-263-610-20-39-730 Grounds/Outdoors HS Supplies & Mater 2,300.00 1-11-190-100-610-20-39-730 Schoolwide Equipment 2,300.00 Total Reference No. 3439 2,300.00 2,300.00 Total Batch No. 000386 2,300.00 2,300.00 000399 3441 01/27/21 07 AD Contracted Services 1-11-000-262-420-20-30-072 Ad Contracted Svcs 700.00 1-11-000-262-420-20-30-073 Weight Rm-Equip Repairs 700.00 Total Reference No. 3441 700.00 700.00 Total Batch No. 000399 700.00 700.00 000403 3442 01/28/21 07 CST Transfer 1-11-000-217-610-30-00-000 Ext Svcs Supp/Materials 4,000.00 1-12-000-217-730-00-00-000 Extraordinary Svcs. Equipment 4,000.00 Total Reference No. 3442 4,000.00 4,000.00 Total Batch No. 000403 4,000.00 4,000.00 000420 3449 01/31/21 07 January Appropriation Adjustment 1-11-000-213-100-20-44-418 Hs Nurse Substitutes 390.00

#### Page No 3

## Glen Rock School District

Budget Journal By Reference

FJATV07A

Ref No. Period Description Debit Credit Batch No. Date Account No/Description 000420 3449 01/31/21 07 January Appropriation Adjustment 1-11-000-213-110-13-44-413 Hamilton Nurse Summer Salary 390.00 1-11-000-218-105-20-23-213 Guidance Secretary 1,002.00 1-11-000-218-110-10-32-000 District HIB Coordinator Stipend 1,002.00 1-11-000-230-100-05-00-213 PR/Communications Salary .01 1-11-000-230-100-05-42-119 Supt. Off. Sub Sec .01 1-11-000-230-100-05-42-119 Supt. Off. Sub Sec .01 1-11-000-230-100-05-42-213 Supt. Office Salary . 01 1-11-000-240-440-20-44-258 Equip Rent-Hs Copier 713.70 1-11-000-240-580-00-00-000 GRAA National Conference Travel 713.70 1-11-000-261-100-32-44-612 P/T Maintenance Salary 2,656.00 1-11-000-261-100-32-44-711 Sw Maintenance O/T 2,656.00 1-11-000-262-107-10-44-216 Byrd Lunch Aide Salaries 1,708.25 1-11-000-262-107-10-44-216 Byrd Lunch Aide Salaries 1,708.28 1-11-000-262-107-20-44-216 HS Lunch Aide Salaries 1,708.25 MS Lunch Aide Salaries 1-11-000-262-107-21-44-216 1,708.28 1-11-000-270-107-32-00-000 SW Bus Aides 555.05 1-11-000-270-161-32-00-213 Pupil Trans. Salary 555.05 1-11-000-270-511-32-00-001 Contract Misc. Transportation Servic 1,500.00 1-11-000-270-512-32-00-000 Aap Prog. Transportation 1,500.00 1-11-000-291-241-32-19-810 Sw Pers Pension Pymnts. 352.42 1-11-000-291-241-32-20-810 DCRP Pension Payments 352.42 1-11-130-100-101-21-01-213 Ms Art Salary 39,443.04 1-11-130-100-101-21-04-213 Ms English Salary 39,443.04 1-11-140-100-101-20-01-210 HS Art Summer Salary 150.00 1-11-140-100-101-20-39-218 School Wide Substitutes 150.00 1-11-230-100-101-10-48-213 Byrd Reading Salary .01 1-11-230-100-101-11-48-213 Cent Reading Salary .01 1-11-230-100-101-12-48-213 Cole Reading Salary .01 Hamilton Reading Salary 1-11-230-100-101-13-48-213 .01 1-11-230-100-610-10-48-240 Byrd Reading Supplies .01 1-11-230-100-610-11-48-240 .01 Cent Reading Supplies 1-11-230-100-610-11-48-240 Cent Reading Supplies .01 1-11-230-100-610-13-48-240 Hamilton Reading Supplies .01 1-12-000-262-731-40-00-000 B&G EQUIPMENT 703.80 1-12-000-263-731-40-00-000 Grounds Equipment 703.80 1-30-000-400-450-20-65-002 29,021.62 HS/MS Media Center Contingency 1-30-000-400-610-20-65-009 HS/MS Media Center Loose Furniture 29,021.62 1-65-430-100-101-34-56-123 Adult Ed/Enrichment Salary 2,730.00 1-65-430-100-101-34-59-000 GR Employee Child Care Program 2,730.00 Total Reference No. 3449 82.634.22 82,634.22 Total Batch No. 000420 82,634.22 82,634.22 Grand Total 141,310.42 141,310.42