

BRADLEY BEACH BOARD OF EDUCATION

**515 Brinley Avenue
Bradley Beach, NJ 07720**

A G E N D A

**Regular Meeting
May 16, 2023**

Bradley Beach Mission Statement

The mission of the Bradley Beach Elementary School is to provide a supportive learning environment to a diverse student community, where student success is defined through the demonstration of academic, emotional, and social growth. Our students will develop critical thinking skills to become valued members in today's society, while mastering the skills necessary to pursue future educational achievement.

- I. Call To Order
- II. Roll Call
- III. Announcement of Notice – Open Public Meetings Act

In accordance with the Open Public Meetings Act, notice of this meeting has been given to the designated newspapers, *The Asbury Park Press* and *the Coast Star*, and posted in the school in a place reserved for this kind of notice.

- IV. Flag Salute
- V. Discussion Items
 - HIB Assessment Grades
- VI. President's Report
- VII. Student Representative's Report
- VIII. Superintendent's Report
- IX. Committee Reports
- X. Public Comments – Agenda Items Only
- XI. Executive Session (if needed)
- XII. Workshop Agenda Items
- XIII. Regular Meeting

AGENDA
Regular Meeting
May 16, 2023

XIV. Approval of Minutes

Approval of Meeting Minutes

Resolved: That the Board approve the Minutes of:

Regular Meeting – April 25, 2023

MOTION: _____ SECOND: _____ VOTE: _____

XV. Regular Meeting – Superintendent

A. Personnel

Note: All appointments of district staff are contingent upon satisfying the requirements of the New Jersey Criminal History Background Check Status

1. Resolved: That the Board approve the following staff as School Nurses for 2023 Bradley Beach Elementary Extended School Year Summer Program for 3.5 hours per day or as a as needed basis from July 10, 2023, through August 10, 2023 at the rate of \$45 per hour consistent with 2022-2025 Collective Agreement with the Bradley Beach Education Association Schedule D Special Contracts. [B]
 - Carol Cantor
 - Eileen Ruane
2. Resolved: That the Board approve the appointment of Ms. Jenny McCann, LDTC, to provide Child Study Team services from July 1, 2023, through August 31, 2023, not exceed a total of 40 hours with compensation at a rate of \$45 per hour consistent with 2022-2025 Collective Agreement with the Bradley Beach Education Schedule D Special Contracts. [B]
3. Resolved: That the Board approve the appointment of Jessica Mack, BCBA, to provide BCBA services to the Bradley Beach School District from July 1, 2023, through June 30, 2023, at a rate of \$125 per hour. [B]
4. Resolved: That the Board approve the appointment of Synergy-Rehab LLC, (Sonali Khatri, ITR/L) to provide Occupational Therapy provide services to the Bradley Beach School District from July 1, 2023, through June 30, 2023, at a rate of \$85 per hour. [B]
5. Resolved: That the Board approve the appointment of Speech Therapist Julie Ferwerda to provide Speech and Language services for the Bradley Beach Elementary Extended School Year Summer Program, which will run from July 10, 2023, though August 10, 2023, at a rate of \$45 per hour consistent with 2022-2025 Collective Agreement with the Bradley Beach Education Association Schedule D Special Contracts. [B]

AGENDA
Regular Meeting
May 16, 2023

6. Resolved: That the Board approve the appointment of the following teachers to teach in all or part of the Bradley Beach Elementary Extended School Year Summer Program dependent on scheduling. The program will run from July 10, 2023, through August 10, 2023 (Monday through Thursday). The hours for certified teaching staff will be 3.75 hours/day at a rate of \$45 per hour consistent with the 2022-2025 Collective Agreement with the Bradley Beach Education Association Schedule D Special Contracts. [B]

- Ms. Marissa Finch
- Mr. Enrique Perez-Lopez
- Ms. Kelsey Carpino
- Mr. Kevin Cosgrove

7. Resolved: That the Board approve the appointment of the following classroom aides to support students during all or part of the Bradley Beach Elementary Extended School Year Summer Program. The program will run from July 10, 2023, through August 10, 2023 (Monday through Thursday). The hours for classroom aides will be 3.5 hours/day at a rate of \$15.00 per hour: [B]

- Jessica Hunter
- Traci Rankel

8. Resolved: That the Board approve the appointment of the following teachers to teach in all or part of the Bradley Beach Elementary School's Summer Jumpstart Program, dependent on scheduling. The program will run from July 10, 2023, through August 10, 2023 (Monday through Thursday). The hours for certified teaching staff will be 3.75 hours/day at a rate of \$45.00 per hour consistent with the 2022-2025 Collective Agreement with the Bradley Beach Education Association Schedule D Special Contracts. [G]

- Ms. Heather Sauer
- Ms. Stephanie Soriano
- Ms. Emilee D'Angelo
- Mr. Dean Lamberti
- Ms. Erica Quiles
- Ms. Ann Snow-Cosgrove
- Ms. Lisa D'Amore

Note: Grant funds to be used are 20-483-100-101-00-SU CRRSA Act-ESSER-II and 20-489-100-101-00-SU ARP-ESSER-Evidence Based Summer Learning and Enrichment at 100%.

9. Resolved: That the Board approve the appointment of the tenured teaching staff for the 2023/2024 school year, as on file in the Office of the Superintendent. (Attachment XV-A.9) [B]

10. Resolved: That the Board approve Ms. Margaret McGowan, registered nurse, to provide nursing services during the 8th grade field trip to Washington D.C. from June 6, 2023 through June 8, 2023 at a cost not to exceed \$1,250. (Attachment XV-A.10) [T]

AGENDA
 Regular Meeting
 May 16, 2023

11. Resolved: That the Board approve Phoebe Mervine, Monmouth University Student, for a 150-hour Speech Language Pathology externship placement with Julie Ferwerda in the Fall 2023 semester.
12. Resolved: That the Board approve the attendance and the registration cost of the following staff members for engagement in the designated professional training: [G]

Staff Member	Date(s) of Event	Name/Title of Professional Training	Location	Cost
Ms. Ashley Bancroft	5-22-23	Best, Powerful Co-Teaching Strategies to Strengthen Student Success	Virtual	\$279
Dr. Elizabeth Franks	6-2--23	Annual School Public Relations Program 2023	NJSBA Trenton, NJ	\$ 99

13. Resolved: That the Board approve the appointment of Ms. Kelsey Carpino to the position of Spanish Teacher 2023/24 school year, effective September 1, 2023, at a salary of \$58,825 (Step 2, MA) under the supervision of Mr. Michael Heidelberg, Principal / Superintendent. (Attachment XV-A.13) [B]
14. Resolved: That the Board approve the attendance of the following staff members to attend the AVID Summer Institute, which will be held at the Baltimore Convention Center in Baltimore, Maryland from July 16-19, 2023 at a total cost, inclusive of travel, not to exceed \$14,881.93. [G]

Name	Registration Amount	Travel: Hotel (Not to Exceed)	Travel: Meals & Incidentals per GSA Rates (Not to Exceed)	Travel: Mileage per State OMB .47 rate (Not to Exceed)	Travel: Tolls/Parking Receipts Needed (Not to Exceed)
Ashley Fox	\$1,199	\$ 411	\$ 241.50	\$ 149.46	\$125
Kirsty Sucato	1,199	411	241.50	149.46	125
Hillary Karpoff	1,199	411	241.50	149.46	125
Jeanne Acerra	1,199	411	241.50	149.46	125
Heather Sauer	1,199	411	241.50	149.46	125
Alison Zylinski	1,199	411	241.50	149.46	125
Courtney Hammell	1,199	411	241.50	149.46	125
Total	\$8,393	\$2,877	\$1,690.50	\$1,046.43	\$875

Note: Grant funds to be used: American Rescue Plan ESSER

15. Resolved: That the Board approve the attendance of the following staff members to attend the Columbia University Teachers College Readers and Writers Project Institute, which will be held at Columbia University, New York, New York, July 18-21 or July 24-27, at a total cost, inclusive of travel, at a cost not to exceed \$16,579.50. [G]

AGENDA
 Regular Meeting
 May 16, 2023

Name	Registration Amount	Travel: Hotel (Not to Exceed)	Travel: Meals & Incidentals per GSA Rates (Not to Exceed)	Travel: Mileage per State OMB .31 rate (Not to Exceed)	Travel: Tolls/Parking Receipts Needed (Not to Exceed)
Kirsty Sucato	\$ 850	\$ 880	\$ 355.50	\$ 147	\$136
Cara Vilardi	850	880	355.50	147	136
Morgan Maclearie-Gonzalez	850	880	355.50	147	136
Marissa Vitale	850	880	355.50	147	136
Isabel Segoviano	850	880	355.50	147	136
Cindy Aurilio	850	880	355.50	147	136
Kristin Goldsworthy	850	880	355.50	147	136
Total	\$5,950	\$6,160	\$2,488.50	\$1,029	\$952

Note: Grant funds to be used: American Rescue Plan ESSER

16. Resolved: That the Board approve the appointment of the following substitute teacher for the 2022/2023 school year, at a rate of \$100.00 per day: [B]

- Margaret Azzarella

MOTION: _____ SECOND: _____ VOTE: _____

B. Students

1. Resolved: That the Board approves the Bradley Beach Elementary School Bullying Specialist's Harassment, Intimidation, and Bullying report for the month of April, with two investigations and one finding of HIB.

MOTION: _____ SECOND: _____ VOTE: _____

C. Policy

1. Resolved: That the Board approve the following Policies and Regulations for a first reading: (Attachment VX-C.1)

Policy/Regulation Number	Policy/Regulation Title
P 0144	Board Member Orientation and Training (Revised)
P & R 2520	Instructional Supplies (M) (Revised)
P 3217	Use of Corporal Punishment (Revised)
P 4217	Use of Corporal Punishment (New)
P 5305	Health Services Personnel (M) (Revised)

AGENDA
 Regular Meeting
 May 16, 2023

P & R 5308	Student Health Records (M) (Revised)
P & R 5310	Health Services (M) (Revised)
P 6112	Reimbursement of Federal and Other Grant Expenditures (M) (Revised)

2. Resolved: That the Board approve the following Policies and Regulations for a second reading and adoption: (Attachment XV-C.2)

Policy/Regulation Number	Policy/Regulation Title
P 0147	Board Member Compensation and Expenses - Abolish
P 1643	Family Leave (New)
P 3431.1	Family Leave - Abolish
P 4431.1	Family Leave - Abolish
P 2416	Programs for Pregnant Pupils

3. Resolved: That the Board approve the following updated Job Description: (Attachment XV-C.3)

- Reading Specialist

MOTION: _____ SECOND: _____ VOTE: _____

XVI. Regular Meeting – Business Administrator/Board Secretary

Board Secretary’s Monthly Certification

That pursuant to N.J.A.C. 6A:23A-16.10(c) 3, I David Tonzola, Business Administrator/Board Secretary does hereby certify that as of February 28, 2023 no line item account has encumbrances and expenditures, which in total exceed the line items appropriations in violation of N.J.A.C. 6A:23A-16.10(c) 4.

David Tonzola
 School Business Administrator/Board Secretary

Payroll Certification

The School Business Administrator/Board Secretary reports, in compliance with N.J.S.A. 18A:19-1b, that he has certified the following April amounts:

April 14, 2023 \$213,835.35

AGENDA
Regular Meeting
May 16, 2023

April 28, 2023 \$199,023.38

A. Approval of Application for Extraordinary Aid – FY 2022/2023 School Year

Resolved: That the Board approve the Application for Extraordinary Aid for the 2022/2023 school year.

MOTION: _____ SECOND: _____ VOTE: _____

B. Approval of Additional Appointments/Reappointments

Resolved: That the Board approve the additional following appointments/reappointments for the 2023/2024 school year:

504 Officer	Mrs. Alison Zylinski
BSI Contact Person	Mrs. Morgan Maclearie-Gonzalez
Right To Know Contact Person	Mr. Philip Henderson
AHERA Representative	Mr. Philip Henderson
Integrated Pest Mgmt. Contact Person	Mr. Philip Henderson
Public Agency Compliance Officer	Mr. David Tonzola
Open Public Records Administrator	Mr. David Tonzola
Purchasing Agent	Mr. David Tonzola
Affirmative Action Officer	Mrs. Morgan Maclearie-Gonzalez
Title IX Contact Person	Mrs. Morgan Maclearie-Gonzalez
Substance Abuse Coordinator	Mrs. Alison Zylinski

MOTION: _____ SECOND: _____ VOTE: _____

C. Approval of Proposal - The Gillespie Group

Resolved: That the Board approve The Gillespie Group of 5 Chris Court, Suite G, Dayton, NJ 08810 to provide the removal of the existing and installation of new vinyl composite tile for the 2nd floor primary wing hallway and room #25 alcove. The pricing is per the Educational Service Commission of New Jersey Cooperative #65MCESCCPS-ESCNJ Bid #19/20-05. The total of the proposal is \$17,316.00. [B]

MOTION: _____ SECOND: _____ VOTE: _____

D. Approval of Proposal - The Gillespie Group

Resolved: That the Board approve The Gillespie Group of 5 Chris Court, Suite G, Dayton, NJ 08810 to provide the removal of the existing and installation of new vinyl composite tile for the 2nd floor U-Shaped Hallway Wing. The pricing is per the Educational Service Commission of New Jersey Cooperative #65MCESCCPS-ESCNJ Bid #19/20-05. The total of the proposal is \$11,397.80. [T]

MOTION: _____ SECOND: _____ VOTE: _____

E. Approval of Health/Dental Insurance Providers/Rates (2023/2024)

Resolved: That the Board approve the following insurance providers/rates for the 2023/2024 school year:

Horizon POS Health Plan

Horizon Blue Cross Blue Shield of New Jersey
 Newark, NJ

Monthly Premiums

	<u>Health/Prescription</u> (Group # 82768-03)
Single	\$1,336.97
2 Adults	2,831.95
Parent/Child	2,192.28
Family	3,780.27

Horizon Direct Access – NJ Educations Health Plan (NJEHP)

Horizon Blue Cross Blue Shield of New Jersey
 Newark, NJ

Monthly Premiums

	Health (Group # 82768-35)	Prescription (Group #82768-35)	Total Premium Cost
Single	\$ 997.21	\$298.67	\$1,295.88
2 Adults	2,112.30	632.65	2,744.95
Parent/Child	1,635.18	489.74	2,124.92
Family	2,819.64	844.50	3,664.14

Horizon Direct Access – Garden State Health Plan (GSHP)

Horizon Blue Cross Blue Shield of New Jersey
 Newark, NJ

Monthly Premiums

	Health (Group # 82768-40)	Prescription (Group #82768-40)	Total Premium Cost
Single	\$ 955.33	\$298.67	\$1,254.00
2 Adults	2,023.58	632.65	2,656.23
Parent/Child	1,566.51	489.74	2,056.25
Family	2,701.22	844.50	3,545.72

Horizon Dental Option Plan

Horizon Blue Cross Blue Shield of New Jersey
 Newark, NJ

Monthly Premiums

	<u>Dental</u> (Group # 82768-30)
Single	\$ 52.97
Family	148.33

MOTION: _____ SECOND: _____ VOTE: _____

F. Approval of Renewal of Food Service Contract with Maschio’s Food Services, Inc. (Food Service Management Company)

Resolved: That the Board award the fourth contract renewal (fifth year of service) to Maschio’s Food Services, Inc., Chester, NJ for the management of the District’s food service operations for the 2023/2024 school year at a management fee of \$6,407.90. The total cost of the contract for the 2023/2024 school year is \$150,096.12. Maschio’s Food Service, Inc. guarantees that the bottom line on the operational report (total revenue for all sources less program cost, including management fee) will be a loss no greater than \$15,000.

MOTION: _____ SECOND: _____ VOTE: _____

G. Approval of Lunch/Breakfast Prices – 2023/2024 School Year

Resolved: That the Board approve the following lunch/breakfast prices for the 2023/2024 school year:

Student Lunch	\$3.75
Student Breakfast	\$2.00
Adult Lunch	\$4.25
Adult Breakfast	\$2.40

MOTION: _____ SECOND: _____ VOTE: _____

H. Approval of Ala Carte Prices 2023/2024 School Year

Resolved: That the Board approve the attached ala carte prices for the 2023/2024 school year. (Attachment XVI-H)

MOTION: _____ SECOND: _____ VOTE: _____

I. Appointment of School Board Auditor

Resolved: That the following resolution is hereby adopted:

RESOLUTION AUTORIZING AN AGREEMENT FOR AUDITING SERVICES
 ADOPTED BY THE BRADLEY BEACH BOARD OF EDUCATION IN THE
 COUNTY OF MONMOUTH.

AGENDA
Regular Meeting
May 16, 2023

WHEREAS, there exists a need for audition services for the Bradley Beach Board of Education; and

WHEREAS, such auditing services can be provided only by a Certified Public Accountant and is so recognized as such; and Robert Allison of Holman, Frenia and Allison, P.C., 1985 Cedar Bridge Avenue, Suite 2, Lakewood, NJ 08701

WHEREAS, the fees for the audit will be \$26,500 annually;

NOW THEREFORE, BE IT RESOLVED, BY THE BRADLEY BEACH BOARD OF EDUCATION, IN THE COUNTY OF MONMOUTH AS FOLLOWS:

1. Robert Allison of Holman, Frenia and Allison, P.C. is hereby appointed as Board Auditor for the period July 1, 2023 to June 30, 2024.
2. The contract is award without competitive bidding as a "Professional Service" in accordance with the Public School contracts Law, N.J.S.A. 18A:18A(a)(1), because it is for services performed by persons authorized by law to practice a recognized profession.
3. A copy of this resolution shall be placed on file with the Secretary of the Board. [B]

MOTION: _____ SECOND: _____ VOTE: _____

J. Approval of Donation from Donors Choose

Resolved: That the Board approve the generous donation from Donors Choose of three iPads and three child friendly cases. The estimated value of this donation is \$1,600.00.

MOTION: _____ SECOND: _____ VOTE: _____

K. Approval of Business Administrator/Board Secretary's Financial Report

Resolved: That the Financial Report of the Business Administrator/Board Secretary for the month ending April 30, 2023 is hereby approved, and the Business Administrator/Board Secretary is instructed to file same. (Attachment XVI-K)

MOTION: _____ SECOND: _____ VOTE: _____

L. Approval of Treasurer's Financial Report

Resolved: That the Financial Report of the Treasurer of School Funds for the month ending April 30, 2023 is hereby approved, and the Business Administrator/Board Secretary is instructed to file same. The report is in agreement with the report of the Business Administrator/Board Secretary. (Attachment XVI-L)

MOTION: _____ SECOND: _____ VOTE: _____

AGENDA
Regular Meeting
May 16, 2023

M. Approval of Monthly Certification

Resolved: That pursuant to N.J.A.C. 6A:23A-16.10(c)3, I, David Tonzola, Business Administrator/Board Secretary, do hereby certify that as of April 30, 2023, after review of the Secretary's Monthly Financial Report (appropriations section) and, upon consultation with the appropriate district officials, that, to the best of our knowledge, no major account or fund has been over-expended in violation of N.J.A.C. 6A:23A-16.10(c)4), that no line item appropriation is in violation of N.J.A.C. 6A:23A-16.10(c)4, and that sufficient funds are available to meet the district's financial obligations for the remainder of the fiscal year.

MOTION: _____ SECOND: _____ VOTE: _____

N. Approval of Budget Transfers (2022/2023)

Resolved: That the Board approve the 2022/2023 budget transfers as listed on Attachment XVI-N.

MOTION: _____ SECOND: _____ VOTE: _____

O. Approval of April 2023 Payroll

Resolved: That the Board approve the April 2023 gross payroll in the amount of \$412,858.73.

MOTION: _____ SECOND: _____ VOTE: _____

P. Approval of Bills Payment

Resolved: That the Board approve payment of the May 16, 2023 regular bills list and as certified and approved. (Attachment XVI-P)

MOTION: _____ SECOND: _____ VOTE: _____

XVII. Regular Meeting – Old Business

XVIII. Regular Meeting – New Business

XIX. Public Comments

XX. Executive Session (if needed)

XXI. Adjournment

Name	Role
Acerra, Jeanne	Teacher
Aurilio, Cindy	Teacher
Bancroft, Ashley	Teacher
Boyle, Christina	Teacher
Cosgrove, Kevin	Teacher
Degnan, Laurel	Teacher
DiZefalo, Jennifer	Teacher
Ferwerda, Julie	Speech Therapist
Fox, Ashley	Teacher
Goldsworthy, Kristin	Teacher
Guzzi, Alisa .80 FTE	Reading Specialist
Hammell, Courtney	Teacher
Keith, Heather	Teacher
LeProtto, Anthony	Teacher
Maggio, Donna	Teacher
Mulligan, Paul	Teacher
Newberry, Lucia	Teacher
Pingitore, Jennifer	Teacher
Rodrick, Diana	Teacher
Roth, Amy	Teacher
Sauer, Heather	Teacher
Segoviano, Isabel	Teacher
Sucato, Kirsty	Teacher
Vilardi, Cara	Teacher
Vitale, Marissa	Teacher
Whitman, Jessica	School Psychologist
Zaccaro, Marjorie	Teacher

Margaret McGowan, MSN, RN, CEN

WORK HISTORY	Clinical Nurse Educator Specialist	2021 - Present
	Invasive Cardiology Jersey Shore University Medical Center: Neptune, NJ	
	<ul style="list-style-type: none"> • Collaborate with the leadership team and staff to identify skills or knowledge deficits in the department and develop methods to address these items • Onboard new hires into the department and coordinate the orientation process, ensuring that unit-specific and role-specific competencies are identified and completed • Educate staff and complete annual competencies on unit-specific skills • Coordinate with nursing schools and various departments to provide students and new hires with experience in invasive cardiology 	
	Registered Nurse	2019 - 2021
	Cardiac Catheterization Lab Jersey Shore University Medical Center: Neptune, NJ	
	<ul style="list-style-type: none"> • Utilized and improved my emergency nursing skills in a fast-paced, high-acuity cardiac catheterization lab • Developed new skills and knowledge specific to invasive cardiology 	
	Registered Nurse	2016 - 2019
	Emergency Department CentraState Medical Center: Freehold, NJ	
	<ul style="list-style-type: none"> • Completed a six-month Nurse Residency Program and learned invaluable emergency nursing skills and knowledge • Gained experience precepting new nurses and began to develop a passion for education and leadership 	
EDUCATION	Master of Science in Nursing Education	2021
	Western Governors University Millcreek, Utah	
	Bachelor of Science in Nursing	2015
	Ramapo College Mahwah, New Jersey	
COMMITTEES	Magnet Recognition Committee Policy Integration Committee Professional Practice Committee Unit-Based Council - Cardiac Catheterization Lab	
CERTIFICATIONS & AWARDS	ACLS BLS C.A.R.E. Program participant Certified Emergency Nurse (CEN) NIH Stroke Certification	

PROFESSIONAL STATEMENT

Aspiring culturally responsive, bilingual educator devoted to upholding the principles of excellence and equity in education; a committed team player who believes in multidisciplinary approaches, culturally relevant pedagogy, and asset-based instruction.

EDUCATION

Rutgers University | New Brunswick, NJ 08901

May 2022

- *Master of Education*

- Certificates of Eligibility with Advanced Standing (CEAS)

July 2022

- Elementary school Teacher in Grades K-5
- Teacher of Students with Disabilities
- Spanish Language

- Clinical Experience: Neptune Public Schools, NJ

- *Bachelor of Arts*

August 2021

- B.A. in Spanish Language and Culture

- Spanish Language Teacher in Grades K-12

May 2022

- American Council on the Teaching of Foreign Languages certified Oral Proficiency Interview: Advanced Low

- President of the *Rutgers Spanish Club*

PROFESSIONAL EXPERIENCE

Wall Township Board of Education | Wall, NJ 07719

- Middle School Spanish Teacher

Sept. - June 2023

- Classroom teacher for grades 6, 7, and 8
- Implemented curriculum for two different courses: Spanish A and Spanish B
- Collaborated weekly with department heads and colleagues to align instructional practices and assessments
- Utilized TPRS and comprehensible input teaching strategies to engage students

- *Special Education Teacher*

Jul. - Aug. 2022

- Pushed-in grades 4 and 5 to provide supplemental and modified instruction
- Pulled small groups of students for ELA and mathematics instruction, while remaining sensitive to the needs of the rest of the class
- Collaborated with general education teachers to plan interventions and discuss strategies
- Maintain safe environment for students during bus duty and dismissal procedures

Child Development Center at Parker | Highland Park, NJ 08904

- *Teacher Assistant*

Jan. - Current 2022

- Experience working with children ages 2-5.
- Maintained classroom management procedures, including providing positive reinforcement, utilizing a call and response, and scaffolding social emotional learning.
- Ensured the safety of students at all times, including mask-wearing, outdoor safety, hand-washing, and sleep safety.
- Taught students in small groups, working on fine motor movements, compound words, sight words colors, number sense, and all early childhood milestones.

Summerfield Elementary School | New Brunswick, NJ 08901

- *Rutgers University Student Teacher*

Sept.- Dec. 2021

- Completed 14 weeks of full-time clinical experience in a 3rd grade gifted-and-talented education classroom.
- Planned, created, and implemented lessons to meet the exceptional needs of the students.
- Worked collaboratively with a cooperating teacher, speech pathologists, and guidance counselors.
- Communicated effectively with parents via email, phone conferences, and in person conferences regarding student progress.

SEARCH Day Program | Wannamassa, NJ 07712

- *Paraprofessional / Teacher's Assistant*

Jan. 2019 - Aug. 2021

- Experience working with students with autism in an out-of-district placement.
- Collaborated on and implemented behavior plans supervised by a Board-Certified Behavior Analyst (BCBA).
- Delivered 1:1 and small group instruction.
- Trained in the delivery of Discrete Trial Teaching (DTT) and Nonviolent Crisis Intervention by the Crisis Prevention Institute (CPI)
- Collected and tracked academic and behavior data, including antecedent, behavior, consequence data (ABC), and task analysis data.

- *Spanish-English Interpreter*

Mar. 2020 - Sept. 2020

KELSEY CARPINO

- Interpretation between English and Spanish for communication between English-speaking school personnel and Spanish-speaking families during online learning catalyzed by the Corona-virus pandemic.
- Adapted to flexible hours to interpret during zoom meetings and phone conferences.
- Remained unbiased and objective during the interpretation of difficult conversations.

Douglass Developmental Disabilities Center | New Brunswick, NJ 08901

- *After School Program Aide*

Jan. 2019 - Mar. 2020

- Paired 1:1 with a student with autism to facilitate after-school social activities such as: bowling, walking at the park, going to the mall, gymnastics, or mini-golfing.
- Implemented ABA approaches while guiding the student through difficult social situations.
- Engage with and motivate the student to try new things, such as: riding a bike, petting an animal, or trying a new food item.

LEADERSHIP SKILLS

- Rutgers Spanish Club President

Sept. 2019 - May 2021

POLICY GUIDE

BYLAWS
0144/page 1 of 2
Board Member Orientation and Training
Mar 23

[See POLICY ALERT Nos. 181, 193, and 230]

0144 BOARD MEMBER ORIENTATION AND TRAINING

The preparation of each **Board** member for the performance of Board of Education duties is essential to the proper functioning of the Board. The Board encourages each new Board member to **acquire** ~~in the acquisition of~~ information about school district governance, the separate functions of the Board and the Superintendent, the operations of the district, and Board procedures.

The Board directs that each new member receive **access to and/or a copy of**

Choose one or more of the following:

~~access to and/or a copy of~~ the Board of Education Bylaw and Policy Manual,

the manual of administrative regulations,

each negotiated agreement,

the current budget statement and audit report,

the most recent long range facilities plan, **and**

~~and such~~ other materials as deemed appropriate by the Superintendent.

Each new Board member will be invited and is encouraged to meet and discuss the responsibilities and authority of a Board member, Board functions, and Board policies and procedures with the Board President (if available), the Superintendent, and the School Business Administrator/Board Secretary.

Within the first ninety days of a new Board member's first term, the Board member ~~Each newly elected or appointed Board member shall complete during the first year of the member's first term~~ a training program to be prepared and offered by the New Jersey School Boards Association. **The training shall include instruction relative to the Board member's responsibilities pursuant to the School Ethics Act and N.J.S.A. 18A:12-33**, ~~in consultation with the New~~



POLICY GUIDE

BYLAWS
0144/page 2 of 2

Board Member Orientation and Training

~~Jersey Association of School Administrators, the New Jersey Principals and Supervisors Association, and the Department of Education, regarding the skills and knowledge necessary to serve as a Board member.~~

The training program shall include information regarding the school district monitoring system established pursuant to P.L. 2005, c. 235, the New Jersey Quality Single Accountability Continuum, and the five key components of school district effectiveness on which school districts are evaluated under the monitoring system: instruction and program; personnel; fiscal management; operations; and governance.

The Board member shall complete a training program on school district governance in each of the subsequent two years of the Board member's first term.

Within one year after each re-election or re-appointment to the Board of Education, the Board member shall complete an advanced training program to be prepared and offered by the New Jersey School Boards Association. This advanced training program shall include information on relevant changes to New Jersey school law and other information deemed appropriate to enable the Board member to serve more effectively.

The New Jersey School Boards Association shall examine options for providing training programs to Board members through alternative methods such as on-line or other distance learning media or through regional-based training.

Within one year after being newly elected or appointed or being re-elected or re-appointed to the Board of Education, a Board member shall complete a training program on harassment, intimidation, and bullying in schools, including a school district's responsibilities under N.J.S.A. P.L. 2002, c. 83 (C.18A:37-13 et seq.). A Board member shall be required to complete the program only once. Training on harassment, intimidation, and bullying in schools shall be provided by the New Jersey School Boards Association, in consultation with recognized experts in school bullying from a cross section of academia, child advocacy organizations, nonprofit organizations, professional associations, and government agencies.

N.J.S.A. 18A:12-33; 18A:37-13 et seq.
N.J.A.C. 6A:28-4.1

Adopted:



POLICY GUIDE

PROGRAM
2520/page 1 of 1
Instructional Supplies
Mar 23
M

[See POLICY ALERT No. 230]

2520 INSTRUCTIONAL SUPPLIES

The Board of Education shall ~~provide supply each teaching~~ staff members with the supplies; ~~and materials, and equipment~~ necessary for the **successful** implementation of the ~~instructional approved~~ program and ~~provide each~~ students with the supplies and materials required for the successful completion of courses of study.

The Board expressly exempts from this ~~p~~Policy such clothing or personal equipment as may be required ~~by the Board~~ for reasons related to the safety and health of students or the protection of school property and are individualized or non-reusable, and any materials used in the manufacture or preparation of useful or decorative items that students are permitted to retain, except that no student will be denied participation in any course of study or school sponsored activity because of **their** ~~his/her~~ financial inability to bear the cost of such clothing, equipment, or materials.

Supplies and materials will be distributed throughout the school district in a manner that ensures equal distribution to students; school facilities; courses; programs; and activities and services, regardless of the protected categories listed at N.J.A.C. 6A:7-1.7(a).

The Superintendent or **designee** shall develop **procedures** ~~regulations~~ for the selection and utilization of instructional supplies that include effective consultation with teaching staff members at all appropriate levels.

N.J.A.C. 6A:7-1.7
N.J.S.A. 18A:34-1
N.J.S.A. 18A:54-20 [vocational districts]

~~Cross reference: Policy Guide No. 5513~~

Adopted:



POLICY GUIDE

TEACHING STAFF MEMBERS

3217/page 1 of 2

Use of Corporal Punishment

Mar 23

[See POLICY ALERT No. 230]

3217 USE OF CORPORAL PUNISHMENT

~~The Board of Education cannot condone an employee's resort to force or fear in the treatment of students, even those students whose conduct appears to be open defiance of authority. Each student is protected by law from bodily harm and from offensive bodily touching.~~

No teaching staff member employed by the Board or a person engaged in any school in the school district shall inflict or cause to be inflicted corporal punishment upon a student attending any school in the school district; but any such teaching staff member may, within the scope of their employment, use and apply such amounts of force as is reasonable and necessary:

- 1. To quell a disturbance, threatening physical injury to others;**
- 2. To obtain possession of weapons or other dangerous objects upon the person or within the control of a student;**
- 3. For the purpose of self-defense; and**
- 4. For the protection of persons or property;**

and such acts, or any of them, shall not be construed to constitute corporal punishment pursuant to N.J.S.A. 18A:6-1. Every resolution, bylaw, rule, ordinance, or other act or authority permitting or authorizing corporal punishment to be inflicted upon a student attending any school in the district shall be void.

~~Teaching staff members shall not use physical force or the threat of physical force to maintain discipline or compel obedience except as permitted by law, but may remove students from the classroom or school by the lawful procedures established for the suspension and expulsion of students.~~

~~A teaching staff member who:~~

- ~~1. Uses force or fear to discipline a student except as such force or fear may be necessary to quell a disturbance threatening physical~~



POLICY GUIDE

TEACHING STAFF MEMBERS

3217/page 2 of 2

Use of Corporal Punishment

~~injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of a student, to act in self-defense, or to protect persons or property;~~

~~2. Touches a student in an offensive way even though no physical harm is intended;~~

~~3. Permits students to harm one another by fighting; or~~

~~4. Punishes students by means that are cruel or unusual;~~

Any teaching staff member employed by the Board found to have violated this Policy may will be subject to discipline by the this Board and may be dismissed.

N.J.S.A. 18A:6-1; 18A:37-1

~~Cross reference: Policy Guide No. 5630~~

Adopted:



POLICY GUIDE

SUPPORT STAFF
4217/page 1 of 1
Use of Corporal Punishment
Mar 23

[See POLICY ALERT No. 230]

4217 USE OF CORPORAL PUNISHMENT

No support staff member employed by the Board or a person engaged in any school in the school district shall inflict or cause to be inflicted corporal punishment upon a student attending any school in the school district; but any such support staff member may, within the scope of their employment, use and apply such amounts of force as is reasonable and necessary:

1. To quell a disturbance, threatening physical injury to others;
2. To obtain possession of weapons or other dangerous objects upon the person or within the control of a student;
3. For the purpose of self-defense; and
4. For the protection of persons or property;

and such acts, or any of them, shall not be construed to constitute corporal punishment pursuant to N.J.S.A. 18A:6-1. Every resolution, bylaw, rule, ordinance, or other act or authority permitting or authorizing corporal punishment to be inflicted upon a student attending any school in the district shall be void.

Any support staff member employed by the Board found to have violated this Policy may be subject to discipline by the Board.

N.J.S.A. 18A:6-1; 18A:37-1

Adopted:



POLICY GUIDE

STUDENTS
5305/page 1 of 5
Health Services Personnel
Mar 23
M

[See POLICY ALERT Nos. 178, 204, 209, and 230]

5305 HEALTH SERVICES PERSONNEL

The Board of Education shall appoint at least one school physician pursuant to N.J.S.A. 18A:40-1. The Board may appoint a lead school physician to serve as health services director if more than one school physician is **contracted required by the Board**. ~~The school physician shall be currently licensed by the New Jersey Board of Medical Examiners in medicine or osteopathy whose training and scope of practice includes child and adolescent health and development.~~ **The school physician(s) shall be currently licensed by the New Jersey Board of Medical Examiners in medicine or osteopathy and shall have a training and scope of practice that includes child and adolescent health and development. The contract between the Board and the school physician(s) appointed pursuant to N.J.S.A. 18A:40-1 shall include a statement of assurance that the school physician(s) has completed the Student-Athlete Cardiac Screening professional development module developed pursuant to N.J.S.A. 18A:40-41d and has read the sudden cardiac arrest pamphlet developed pursuant to N.J.S.A. 18A:40-41. The school district shall conduct a criminal history background check on any physician before entering into an agreement for delivery of services pursuant to N.J.A.C. 6A:16-2.3.**

The school physician(s) shall provide, at a minimum, the following services:

1. Consultation in the development and implementation of school district policies, procedures, and mechanisms related to health, safety, and medical emergencies, pursuant to N.J.A.C. 6A:16-2.1(a) and **Policy and Regulation 5310**;
2. Consultation to school district medical staff regarding the delivery of school health services, which includes special health care needs of technology-supported and medically fragile children, including students covered by 20 U.S.C. §1400 et seq., Individuals with Disabilities Education Improvement Act;
3. Physical examinations conducted in the school physician's office or other comparably equipped facility for students who do not have a medical home ~~or whose parent has identified the school as the medical home for the purpose of a sports physical examination~~;



POLICY GUIDE

STUDENTS
5305/page 2 of 5
Health Services Personnel

4. Provision of written notification to the parent stating approval or disapproval of the student's participation in athletics based upon the medical report;
5. Direction for professional duties of other medical staff;
6. Written standing orders that shall be reviewed and re-issued before the beginning of each school year;
7. Establishment of standards of care for emergency situations and medically-related care involving students and school staff;
8. Assistance to the certified school nurse or non-certified nurse in conducting health screenings of students and staff and assistance with the delivery of school health services;
9. Review, as needed, of reports and orders from a student's medical home regarding student health concerns;
10. Authorization of tuberculin testing for conditions outlined in N.J.A.C. 6A:16-2.2(c) **and Policy and Regulation 5310**;
11. Review, approval, or denial with reasons of a medical home determination of a student's anticipated confinement and resulting need for home instruction; and
12. Consultation with the school district certified school nurse(s) to obtain input for the development of the school nursing services plan, pursuant to N.J.A.C. 6A:16-2.1(b) **and Policy and Regulation 5310**.

The Board shall employ a certified school nurse to provide nursing services while school is in session pursuant to N.J.S.A. 18A:40-1 and 3.3. The certified school nurse shall work under the direction of the school physician and Superintendent of Schools.

The certified school nurse shall possess a standard educational **services** certificate with a school nurse endorsement or school nurse/non-instructional endorsement pursuant to N.J.A.C. 6A:9B-14.3 or 14.4. The certified school nurse shall possess a current New Jersey registered professional nurse license issued by the New Jersey State Board of Nursing; a bachelor's degree from a regionally accredited college or university; a current Cardiopulmonary Resuscitation (CPR) and



POLICY GUIDE

STUDENTS
5305/page 3 of 5
Health Services Personnel

Automated External Defibrillators (AED) certification as issued by the American Heart Association, the American Red Cross, the National Safety Council, or other entities determined by the Department of Health to comply with the American Heart Association's CPR guidelines; ~~and. The certified school nurse shall~~ complete training in airway management and in the use of nebulizers and inhalers consistent with nationally recognized standards including, but not limited to, those of the National Institutes of Health and the American Academy of Allergy, Asthma, and Immunology.

The role of the certified school nurse shall include, but not be limited to:

1. Carrying out written orders of the medical home and standing orders of the school physician;
2. Conducting health screenings which include height, weight, blood pressure, hearing, vision, and scoliosis pursuant to N.J.A.C. 6A:16-2.2 **and Policy and Regulation 5310** and monitoring vital signs and general health status for emergent issues for students suspected of being under the influence of alcohol and controlled dangerous substances, pursuant to N.J.S.A. 18A:40-4 and **18A:40A-12 12 and Policy and Regulation 5530**;
3. Maintaining student health records, pursuant to N.J.S.A. 18A:40-4 and N.J.A.C. 6A:16-2.4, **and Policy and Regulation 5308**;
4. Recommending to the school Principal students who shall not be admitted to or retained in the school building based on a parent's failure to provide evidence of the child's immunization according to the schedules specified in N.J.A.C. 8:57-4;
5. Annually reviewing student immunization records to confirm with the medical home that the medical condition for the exemption from immunization continues to be applicable, pursuant to N.J.A.C. 8:57-4.3;
6. Recommending to the school Principal exclusion of students who show evidence of communicable disease, pursuant to N.J.S.A. 18A:40-7, 8, and 10;



POLICY GUIDE

STUDENTS
5305/page 4 of 5
Health Services Personnel

7. Directing and supervising the emergency administration of epinephrine and glucagon, and training school staff designated to serve as delegates, pursuant to N.J.S.A. 18A:40-12.6 and 12.14 **and Policy and Regulation 5330;**
8. Administering asthma medication through use of a nebulizer;
9. Directing and supervising the health services activities of any school staff to whom the certified school nurse has delegated a nursing task;
10. ~~Providing~~ Classroom instruction in areas related to health **education**, pursuant to N.J.A.C. 6A:9B-14.3;
11. Reviewing and summarizing available health and medical information regarding the student and transmitting a summary of relevant health and medical information to the Child Study Team, ~~for the meeting~~ pursuant to N.J.A.C. 6A:14-3.4(h);
12. Writing and updating, at least annually, the individualized health care plans and the individualized emergency healthcare plans for students' medical needs, and instructing staff as appropriate;
13. Writing and updating, at least annually, any written healthcare provisions required under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794(a), for any student who requires them;
14. Assisting in the development of and implementing healthcare procedures for students in the event of an emergency;
15. Instructing teachers on communicable disease and other health concerns, pursuant to N.J.S.A. 18A:40-3; ~~and~~
16. **Reviewing completed health history update questionnaires and sharing with the school athletic trainer for review, if applicable, pursuant to N.J.S.A. 18A:40-41.7; and**
1716. Providing other nursing services consistent with the nurse's educational services certification endorsement as a school nurse issued by the State Board of Examiners and current license approved by the State Board of Nursing.



POLICY GUIDE

STUDENTS

5305/page 5 of 5

Health Services Personnel

A certified school nurse who possesses the school nurse/non-instructional certificate is not authorized to teach in areas related to health, pursuant to N.J.A.C. 6A:9B-14.4.

The Board may appoint a non-certified nurse under the supervision of a certified school nurse to supplement the services of a certified school nurse **provided in accordance with the provisions of N.J.A.C. 6A:16-2.3(e).** ~~a~~ The non-certified nurse shall be assigned to the same school building or complex as the certified school nurse pursuant to N.J.S.A. 18A:40-3.3.(a.) and **a noncertified nurse** is limited to providing services only as permitted under ~~a~~ **the non-certified nurse's** license issued by the State Board of Nursing **in accordance with N.J.A.C. 6A:16-2.3(c).**

**N.J.S.A. 18A:40-1; 18A:40-3.3; 18A:40-4; 18A:40-7;
18A:40-8; 18A:40-10; 18A:40A-12; 18A:40-12.6;
18A:40-12.14; 18A:40-41.7**

**N.J.A.C. 6A:9B-14.3; 6A:9B-14.4; 6A:14-3.4; 6A:16-2.1;
6A:16-2.2; 6A:16-2.3**

Adopted:



POLICY GUIDE

STUDENTS
5308/page 1 of 3
Student Health Records
Mar 23
M

[See POLICY ALERT Nos. 178, 204, and 230]

5308 STUDENT HEALTH RECORDS

The school district shall maintain mandated student health records for each student pursuant to N.J.A.C. 6A:16-2.4 and N.J.A.C. 6A:32-7. The district will document student health records using a form approved by the Commissioner of Education.

The maintenance and security of student health records shall be in accordance with N.J.A.C. 6A:32-7.4 and 6A:16-2.4. Student health records, **whether stored on paper or electronically, shall be maintained in accordance with N.J.A.C. 6A:32-7** may be stored electronically or in paper format and shall be maintained separately from other student records in a secure location accessible to authorized personnel while school is in session. The health history and immunization record shall be removed from the student's health record and placed in the student's mandated record upon graduation or termination and kept according to the schedule set forth in N.J.A.C. 6A:32-7.8. **Student health records shall be maintained separately from other student records. Student health records also shall be maintained according to the requirements of N.J.A.C. 6A:32-7 until such time as graduation or termination from the school district, whereupon the health history and immunization record shall be removed from the student's health record and placed in the student's mandated record. The school district of last enrollment, graduation, or permanent departure of the student shall keep, for 100 years, a mandated record of a student's health history and immunization in accordance with N.J.A.C. 6A:32-7.8(f). No additions shall be made to the record after graduation or permanent departure without prior written consent of the parent or adult student pursuant to N.J.A.C. 6A:32-7.8(e).**

The transfer of student health records when a student transfers to or from a school district shall be in accordance with N.J.A.C. 6A:16-7.9~~1 et seq~~ and N.J.A.C. 6A:32-7.5.

Any Board of Education employee with knowledge of, or access to, the following health information shall comply with restrictions for sharing information as required by Federal and State statutes and regulations: information that identifies a student as having HIV infection or AIDS shall



POLICY GUIDE

STUDENTS
5308/page 2 of 3
Student Health Records

be shared only with prior written informed consent of the student age twelve or greater, or of the student's parent as required by N.J.S.A. 26:5C-1 et seq. and only for the purpose of determining an appropriate educational program for the student; information obtained by the school's alcohol and other drug program that would identify the student as an alcohol or other drug user may be disclosed only for those purposes and under conditions permitted by 42 CFR Part 2; information provided by a secondary school student while participating in a school-based alcohol or other drug counseling program that indicates that a parent or other person residing in the student's household is dependent upon or illegally using a substance shall be shared only for those purposes and conditions permitted by N.J.S.A. 18A:40A-7.1.

~~Any Board of Education employee with knowledge of, or access to, information that identifies a student as having HIV infection or AIDS; information obtained by the school's alcohol or drug program which would identify the student as an alcohol or drug user; or information provided by a secondary school student while participating in a school based alcohol or drug counseling program that indicates a parent, guardian, or other person residing in the student's household is dependent upon or illegally using a substance shall comply with restrictions for sharing such information in accordance with N.J.A.C. 6A:16-2.4(b) through (e) and as required by Federal and State statutes and regulations.~~

Access to and disclosure of information in a student's health record shall meet the requirements of the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, and 34 CFR Part 99, incorporated herein by reference, as amended and supplemented, and N.J.A.C. 6A:32-7-, Student Records.

The school district shall provide access to the student's health record to licensed medical personnel not holding educational certification who are working under contract with, or as employees of, the school district only to the extent necessary to enable the licensed medical personnel to perform their duties. Secretarial or clerical personnel under the supervision of the certified school nurse shall be permitted access to those portions of the student health record necessary for entry and recording of data and for conducting routine clerical tasks as outlined in N.J.S.A. 18A:40-3.4 and N.J.A.C. 6A:32-7.5.



POLICY GUIDE

STUDENTS
5308/page 3 of 3
Student Health Records

Nothing in N.J.A.C. 6A:16-2.4 or in **this** Policy and Regulation 5308 shall be construed to prohibit school personnel from disclosing to students or adults in connection with an emergency the information contained in the student health record if the release is necessary to protect the immediate health or safety of the student or other persons pursuant to N.J.A.C. 6A:32-7.5.

N.J.S.A. 18A:40-3.4

N.J.A.C. 6A:16-2.4 ~~et seq.~~; **6A:32-7.1**; 6A:32-7.4 ~~et seq.~~;
6A:32-7.5 ~~et seq.~~; **6A:32-7.8**

Adopted:



POLICY GUIDE

STUDENTS
5310/page 1 of 6
Health Services
Mar 23
M

[See POLICY ALERT Nos. 178, 204, 208, and 230]

5310 HEALTH SERVICES

The Board of Education shall develop and adopt the following written policies, procedures, and mechanisms in accordance with N.J.A.C. 6A:16-2.1(a) for the provision of health, safety, and medical emergency services, and shall ensure staff are informed as appropriate:

1. The review of immunization records for completeness, pursuant to N.J.A.C. 8:57-4.1 through 4.20 (Policy and Regulation 5320);
2. The administration of medication to students in the school setting **by the following authorized individuals** ~~in accordance with N.J.A.C. 6A:16-2.1(a)2.~~ (Policy and Regulation 5330):
 - a. **The school physician;**
 - b. **A certified school nurse or noncertified nurse;**
 - c. **A substitute school nurse employed by the school district;**
 - d. **The student's parent;**
 - e. **A student approved to self-administer medication, pursuant to N.J.A.C. 6A:16-2.1(a)5.iii. and 6A:16-2.1(a)9. and N.J.S.A. 18A:40-12.3 and 12.4;**
 - f. **Other school employees who volunteer to be trained and designated by the certified school nurse to administer epinephrine in an emergency, pursuant to N.J.S.A. 18A:40-12.5 and 12.6; and**
 - g. **Other employees who volunteer to be designated as a delegate and trained to administer glucagon, pursuant to N.J.S.A. 18A:40-12.14.**
3. The review of Do Not Resuscitate (DNR) orders received from the student's parent or medical home (Policy 5332);



POLICY GUIDE

STUDENTS
5310/page 2 of 6
Health Services

4. The provision of health services in emergency situations, including:
 - a. The emergency administration of epinephrine via an **epinephrine Epi-pen** auto-injector, pursuant to N.J.S.A. 18A:40-12.5 (Policy and Regulation 5330);
 - b. The emergency administration of glucagon, pursuant to N.J.S.A. 18A:40-12.14 (Policy and Regulation 5338);
 - c. The care of any student who becomes injured or ill while at school or participating in school-sponsored functions (Policy and Regulation 8441);
 - d. The transportation and supervision of any student determined to be in need of immediate care (Policy and Regulation 8441);
 - e. The notification to parents of any student determined to be in need of immediate medical care (Policy and Regulation 8441); and
 - f. The establishment and implementation of an emergency action plan for responding to a sudden cardiac event, including the use of an automated external defibrillator (AED), pursuant to N.J.S.A. 18A:40-41b. (Policy and Regulation 5300).
5. The treatment of asthma in the school setting in accordance with the provisions of N.J.A.C. 6A:16-2.1(a)5. (Policy 5335);
6. Administration of student medical examinations, pursuant to N.J.S.A. 18A:40-4, N.J.S.A. 18A:35-4.8, and N.J.A.C. 6A:16-2.2 (Policy and Regulation 5310);
7. Utilization of sanitation and hygiene when handling blood and bodily fluids pursuant to N.J.A.C. 12:100-4.2, Safety and Health Standards for Public Employees, and in compliance with 29 CFR §1910.1030, ~~Public Employees Occupational Safety and Health Program~~ (PEOSH) Bloodborne Pathogens Standards (Policy and Regulation 7420);



POLICY GUIDE

STUDENTS
5310/page 3 of 6
Health Services

8. Provision of nursing services to nonpublic schools located in the school district as required by N.J.S.A. 18A:40-23 et seq. and N.J.A.C. 6A:16-2.5 (Policy and Regulation 5306);
9. Self-administration of medication by a student for asthma or other potentially life-threatening **illness or life-threatening** allergic reaction pursuant to N.J.S.A. 18A:40-12.3, 12.5, and 12.6, and the self-management and care of a student's diabetes as needed, pursuant to N.J.S.A. 18A:40-12.15 (Policy and Regulation 5330);
10. Development of an individualized healthcare plan and individualized emergency healthcare plan for students with chronic medical conditions, including ~~life-threatening allergies,~~ diabetes, ~~and asthma,~~ **and life-threatening allergies** requiring special health services in accordance with N.J.S.A. 18A:40-12.11.c, 12.12, 12.13, and 12.15; and N.J.A.C. 6A:16-2.3(b)3.xii. (Policies and Regulations 5331 and 5338 and Policy 5335); and
11. Management of food allergies in the school setting and the emergency administration of epinephrine to students for anaphylaxis, pursuant to N.J.S.A. 18A:40-12.6a through 12.6d (Policy and Regulation 5331).

The Board of Education shall annually adopt the school district's nursing services plan at a regular meeting, **pursuant to N.J.A.C. 6A:16-2.1(b) and Policy 5307.**

~~The Board of Education shall comply with the following required health services as outlined in N.J.A.C. 6A:16-2.2:~~

- ~~1. Immunization records shall be reviewed and updated annually, pursuant to N.J.A.C. 8:57-4.1 through 4.24.~~
- ~~2. A Building Principal or designee shall not knowingly admit or retain in the school building any student whose parent has not submitted acceptable evidence of the child's immunization, according to the schedule specified in N.J.A.C. 8:57-4, Immunization of Pupils in School.~~



POLICY GUIDE

STUDENTS
5310/page 4 of 6
Health Services

3. ~~The school district shall perform tuberculosis tests on students using methods required by and when specifically directed to do so by the New Jersey Department of Health based upon the incidence of tuberculosis or reactor rates in specific communities or population groups, pursuant to N.J.S.A. 18A:40-16.~~
4. ~~The school district shall immediately report by telephone to the health officer of the jurisdiction in which the school is located any communicable diseases identified as reportable, pursuant to N.J.A.C. 8:57-1, whether confirmed or presumed.~~
5. ~~Each school in the district shall have and maintain for the care of students at least one nebulizer in the office of the school nurse or a similar accessible location, pursuant to N.J.S.A. 18A:40-12.7.~~
6. ~~Each student medical examination shall be conducted at the medical home of the student. If a student does not have a medical home, the school district shall provide the examination at the school physician's office or other comparably equipped facility, pursuant to N.J.S.A. 18A:40-4.~~
7. ~~The findings of required examinations under 8.b., c., d., and e. below shall include the following components:~~
 - a. ~~Immunizations, pursuant to N.J.A.C. 8:57-4.1 through 4.24;~~
 - b. ~~Medical history, including allergies, past serious illnesses, injuries, operations, medications, and current health problems;~~
 - c. ~~Health screenings including height, weight, hearing, blood pressure, and vision; and~~
 - d. ~~Physical examinations.~~
8. ~~The school district shall ensure that students receive medical examinations in accordance with N.J.A.C. 6A:16-2.2(f) and 6. above and:~~



POLICY GUIDE

STUDENTS
5310/page 5 of 6
Health Services

- a. ~~Prior to participation on a school-sponsored interscholastic or intramural team or squad for students enrolled in any grades six to twelve in accordance with N.J.A.C. 6A:16-2.2(h)1.;~~
 - b. ~~Upon enrollment in school in accordance with N.J.A.C. 6A:16-2.2(h)2.;~~
 - c. ~~When applying for working papers in accordance with N.J.A.C. 6A:16-2.2(h)3.;~~
 - d. ~~For the purposes of the comprehensive Child Study Team evaluation, pursuant to N.J.A.C. 6A:14-3.4 in accordance with N.J.A.C. 6A:16-2.2(h)4.; and~~
 - e. ~~When a student is suspected of being under the influence of alcohol or controlled dangerous substances, pursuant to N.J.S.A. 18A:40A-12 and N.J.A.C. 6A:16-4.3 in accordance with N.J.A.C. 6A:16-2.2(h)5.~~
9. ~~Each school shall have available and maintain an AED, pursuant to N.J.S.A. 18A:40-41a.a.(1) and (3), and in accordance with N.J.A.C. 6A:16-2.2(i).~~
 10. ~~The Board of Education shall make accessible information regarding the New Jersey FamilyCare Program to students who are knowingly without medical coverage, pursuant to N.J.S.A. 18A:40-34.~~
 11. ~~Information concerning a student's HIV/AIDS status shall not be required as part of the medical examination or health history, pursuant to N.J.S.A. 26:5C-1 et seq.~~
 12. ~~The Board of Education shall ensure that students receive health screenings as outlined in N.J.A.C. 6A:16-2.2(i).~~



POLICY GUIDE

STUDENTS
5310/page 6 of 6
Health Services

- ~~13. The school nurse or designee shall screen to ensure hearing aids worn by students who are deaf and/or hard of hearing are functioning properly. The school nurse or designee will ensure any FM hearing aid systems in classrooms or any school equipment in the school building used to assist students to hear, are functioning properly.~~

N.J.S.A. 18A:35-4.8; 18A:40-4 et seq.; 18A:40-12;
18A:40-12.3; 18A:40-12.5; 18A:40-12.6;
18A:40-12.6a; 18A:40-12.6b; 18A:40-12.6c;
18A:40-12.6d; 18A:40-12.7; 18A:40-12.11;
18A:40-12.15; 18A:40-16; 18A:40-23 et seq.;
18A:40-41a.; 18A:40-41b.

N.J.A.C. 6A:16-1.3; 6A:16-2.1; 6A:16-2.2

Adopted:



POLICY GUIDE

FINANCES
6112/page 1 of 3
Reimbursement of Federal and Other
Grant Expenditures
Mar 23
M

[See POLICY ALERT Nos. 190, 218, and 230]

6112 REIMBURSEMENT OF FEDERAL AND OTHER GRANT EXPENDITURES

The Cash Management Improvement Act (CMIA) and related Federal regulations require a State to minimize the time elapsing between the transfer of funds from the United States Treasury and the expenditure of funds for program purposes. This requirement applies to grantees such as the State of New Jersey and their subgrantees, such as a school district. The State of New Jersey and school districts must assure funds have been, or will be, spent within a minimal amount of time after having been drawn from the Federal government.

In accordance with this requirement, the New Jersey Department of Education (NJDOE) has implemented a reimbursement request system of payment. The procedures as outlined in the New Jersey Department of Education Policies and Procedures for Reimbursement of Federal and Other Grant Expenditures shall be followed by school districts in submitting reimbursement requests. Reimbursement requests for entitlement grant awards under the Every Student Succeeds Act (ESSA), the Individuals with Disabilities Education Act (IDEA), the **Strengthening Career and Technical Education for the 21st Century Act** ~~Carl D. Perkins Career and Technical Education Improvement Act of 2006~~, and any other program designated by the NJDOE shall be made using the NJDOE's Electronic Web-Enabled Grant (EWEG) System.

Reimbursement requests by the School Business Administrator/Board Secretary or designee shall be made for individual titles and awards using the payment functionality of the EWEG system. Only one reimbursement request per month may be submitted for an individual title, award, or subgrant. Reimbursement requests may only be for expenditures that have already occurred or will occur within three business days of receipt of funds.

The submission of a reimbursement request constitutes a certification by the School Business Administrator/Board Secretary that the school district has previously made the appropriate expenditures and/or will make the expenditures within three business days of receipt of funds and that the expenditures are allowable and appropriate to the cost objective(s) of the subgrant.



POLICY GUIDE

FINANCES

6112/page 2 of 3

Reimbursement of Federal and Other
Grant Expenditures

The Superintendent or designee is responsible for submitting an amendment application to the NJDOE for approval if a new budget category for which no funds were previously budgeted or approved has been created. The Superintendent or designee is responsible for submitting an amendment application to the NJDOE for approval if cumulative transfers among expenditure categories exceed ten percent of the total award. The Superintendent or designee is responsible for monitoring the cumulative ten percent level of fiscal change.

Reimbursement requests must be in accordance with approved grant applications. A reimbursement request may be submitted at any time after the subgrant has received final NJDOE approval. Reimbursement requests submitted at least ten business days before the end of the month but no later than the fifteenth day of the month will be reviewed and, if approved, processed for payment the first business day of the following month. School districts will normally receive payment by the fifth business day of the month and will be able to track the grant's payment history in EWEG through the payments link of the grant application.

Reimbursement requests must contain a brief description of the expenditures for which reimbursement is being requested. Individual line items need not be detailed. Expenditures must be supported by documentation at the school district level but should not be submitted to the NJDOE with a reimbursement request. The Superintendent or designee is responsible to maintain supporting documentation for seven years and for making it available to the NJDOE, the United States Department of Education, and/or their authorized representatives upon request. Documentation for salary expenditures is subject to the requirements of the Federal Uniform Grant Guidance. Documentation for all other expenditures must include evidence that the expenditures are allowable costs and of the relationship of the expenditure to the subgrant's cost objectives.

The NJDOE staff will review reimbursement requests to determine that they meet the subgrant's criteria. When a reimbursement request is approved or denied, the school district will receive an email notification through the EWEG system. Approval of a reimbursement request by NJDOE does not imply approval of the expenditures as allowable or appropriate to the subgrant's cost objectives as the approval of expenditures will continue to be processed through the final report.



POLICY GUIDE

FINANCES
6112/page 3 of 3
Reimbursement of Federal and Other
Grant Expenditures

The School Business Administrator/Board Secretary or designee assumes responsibility for assuring that all funds requested through the EWEG system either have already been expended, or will be expended within three business days of receipt of funds.

New Jersey Department of Education Policies and Procedures for Reimbursement of Federal and Other Grant Expenditures – March 2014

Adopted:



POLICY GUIDE

FINANCES
6115.04/page 1 of 2
Federal Funds – Duplication of Benefits
Mar 23
M

[See POLICY ALERT No. 230]

6115.04 FEDERAL FUNDS – DUPLICATION OF BENEFITS

A requirement for a Board of Education/local education agency (LEA) who accepts funds from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) – Elementary and Secondary School Emergency Relief Fund (ESSERF II); American Rescue Plan Elementary and Secondary Schools Emergency Relief (ARP ESSER); and all Federal programs and grants is for the LEA to have a Duplication of Benefits (DOB) Policy. DOB occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance.

The School Business Administrator/Board Secretary shall be responsible for ensuring no DOB occurs and will be responsible for ensuring compliance by subcontractors, subrecipients, and other partners.

To comply with DOB requirements, an LEA that accepts Federal funds is required by the Coronavirus Aid, Relief, and Economic Security (CARES) Act to establish and follow procedures to ensure that DOB does not occur. Establishing a process to effectively identify and prevent DOB is critical for the LEA to effectively manage multiple active funding streams related to coronavirus response and efficiently target resources to meet unmet needs within the school district. The Board of Education is solely responsible for ensuring that an actual DOB does not occur.

To prevent DOB, the LEA will have:

1. A requirement that the LEA must agree to repay assistance that is determined to be duplicative. This may be documented through a subrogation agreement or similar clause included in the agreement with the LEA. The LEA will establish a protocol to monitor compliance based on risk of DOB for each activity; and



POLICY GUIDE

FINANCES

6115.04/page 2 of 2

Federal Funds – Duplication of Benefits

2. A method of assessing whether the use of these funds will duplicate financial assistance that is already received or is likely to be received (such as insurance proceeds) by acting reasonably to evaluate the need and the resources available to meet that need. The LEA will evaluate current programs available at the local, county, State, and Federal level as well as current and anticipated non-governmental assistance from nonprofits or faith-based groups and establish lines of communication for preventing DOB.

To analyze DOB, the LEA will complete the following steps:

1. Assess Need: Determine the amount of need (total cost);
2. Determine Assistance: Determine the amount of assistance that has or will be provided from all sources to pay for the cost;
3. Calculate Unmet Need: Determine the amount of assistance already provided compared to the need to determine the maximum award (unmet need); and
4. Document Analysis: Document calculation and maintain adequate documentation justifying determination of maximum award.

In DOB calculations, private loans are not considered a form of assistance and will not be considered when calculating DOB. However, subsidized loans from the Small Business Administration or Federal Emergency Management Agency will be included in the DOB analysis unless one of the three exceptions below is met:

1. Short-term subsidized loans (e.g. bridge loans) for costs later reimbursed with Federal funds;
2. Declined or cancelled subsidized loans; or
3. Loan assistance used toward a loss suffered as a result of a major disaster or emergency.

Adopted:



POLICY GUIDE

FINANCES

6311/page 1 of 2

Contracts for Goods or Services Funded by

Federal Grants

Mar 23

M

[See POLICY ALERT Nos. 192, 224, and 230]

6311 CONTRACTS FOR GOODS OR SERVICES FUNDED BY FEDERAL GRANTS

Any vendor providing goods or services to the school district to be funded by a Federal grant must be cleared for contract in accordance with the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (UGG), 2 CFR §200.213 – Suspension and Debarment.

The School Business Administrator/Board Secretary shall be responsible to check the web-based System for Award Management (SAM), accessible at www.sam.gov maintained by the United States government – the General Services Administration (GSA). The purpose of the SAM is to provide a single comprehensive list of individuals and firms excluded by Federal government agencies from receiving Federal contracts or Federally approved contracts or Federally approved subcontracts and from certain types of Federal financial and nonfinancial assistance and benefits.

The School Business Administrator/Board Secretary, upon opening of bids or upon receipt of proposals for goods or services to be funded by a Federal grant shall access the SAM to determine if the vendor has been disbarred, suspended, or proposed for disbarment. The School Business Administrator/Board Secretary shall also access the SAM list immediately prior to the award of a bid or contract to ensure that no award is made to a vendor on the list.

In the event a vendor under consideration to be awarded a bid or contract for goods or services to be funded by a Federal grant is on the SAM list or proposed for disbarment, the School Business Administrator/Board Secretary shall comply with the contracting restrictions as outlined in 2 CFR §200.

Continuation of current contracts and restrictions on subcontracting with vendors who are on the SAM list or proposed for disbarment shall be in accordance with the limitations as outlined in 2 CFR §200.



POLICY GUIDE

FINANCES

6311/page 2 of 2

Contracts for Goods or Services Funded by
Federal Grants

Any rejection of a bid or disqualification of a vendor who has been disbarred, suspended, or proposed for disbarment shall be consistent with the requirements as outlined in N.J.S.A. 18A:18A – Public School Contracts Law and all applicable State laws.

The applicability of the provisions of this Policy apply to covered transactions as defined in 2 CFR §3485.220. A covered transaction is any contract that is awarded by the Board of Education that is covered under 2 CFR §180.210 and the amount of the contract is expected to equal or exceed \$25,000, unless the Board chooses a lower threshold.

Compliance with the provisions of 2 CFR §200 and this Policy must be demonstrated by written evidence to be maintained by the School Business Administrator/Board Secretary. Examples of evidence include printouts of searches from the SAM, imprints from an ink stamp, or Avery or similar labels affixed to purchase orders memorializing performance of this verification.

2 CFR §200

2 CFR §3485.220

2 CFR §180.210

Adopted:



POLICY GUIDE

PROPERTY
7440/page 1 of 3
School District Security
Mar 23
M

[See POLICY ALERT Nos. 214, 217, 218, 221, and 230]

7440 SCHOOL DISTRICT SECURITY

The Board of Education believes the buildings and facilities of the school district represent a substantial community investment. The Board directs the development and implementation of a plan for school district security to protect the school community's investment in the school buildings and facilities. The Board will comply with the security measures required in N.J.S.A. 18A:7G-5.2 for new school construction and for existing school buildings.

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

As used in this Policy and N.J.S.A. 18A:41-7.1, "critical incident mapping data" means information provided in electronic or digital form to assist first responders in an emergency including, but not limited to: aerial images of schools; floor plans, including room and suite numbers; building access points; locations of hazardous materials and utility shut-offs; and any other relevant location information.

The Board shall provide to local law enforcement authorities **critical incident mapping data** ~~a copy of the current blueprints and maps~~ for all schools and school grounds ~~within the school district or nonpublic school~~. In the case of a school building located in a municipality in which there is no municipal police department, **critical incident mapping data** ~~a copy of the blueprints and maps~~ shall be provided to an entity designated by the Superintendent of the New Jersey State Police. The Board shall provide revised **mapping data** ~~copies~~ to the applicable law enforcement authorities or designated entities any time that there is a change to the **critical incident mapping data** ~~blueprints or maps~~.

Critical incident mapping data provided pursuant to N.J.S.A. 18A:41-7.1.a. shall be: compatible with all platforms and applications used by local, State, and Federal law enforcement authorities; provided in a printable format; and verified for accuracy through an annual walkthrough of school buildings and school grounds.



POLICY GUIDE

PROPERTY
7440/page 2 of 3
School District Security

Nothing in this Policy or N.J.S.A. 18A:41-7.1 shall be construed to require local law enforcement authorities or designated entities to access critical incident mapping data using third party viewing software.

The Board directs close cooperation of district officials with law enforcement, fire officials, and other emergency agencies.

Each public elementary and secondary school building shall be equipped with at least one panic alarm for use in a school security emergency pursuant to N.J.S.A. 18A:41-10 through 13 **and this Policy and Regulation 7440.**

The Superintendent of Schools shall designate a school administrator, or a school employee with expertise in school safety and security, as a School Safety Specialist for the district in accordance with the provisions of N.J.S.A. 18A:17-43.3 **and this Policy and Regulation 7440.** The School Safety Specialist shall be required to acquire a New Jersey Department of Education School Safety Specialist certification in accordance with the provisions of N.J.S.A. 18A:17-43.2 **and this Policy and Regulation 7440.** The School Safety Specialist shall also serve as the school district's liaison with local law enforcement and national, State, and community agencies and organizations in matters of school safety and security.

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

In accordance with N.J.S.A. 18A:7G-5.2.b.(15), propping open doors to buildings on school grounds is strictly prohibited and students and staff shall not open a door for any individual. All persons seeking entry into the ~~main~~ building shall be directed to the main entrance.

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

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



POLICY GUIDE

PROPERTY
7440/page 3 of 3
School District Security

The school district shall annually conduct a school safety audit for each school building in accordance with the provisions of N.J.S.A. 18A:41-14.

N.J.S.A. 18A:7G-5.2; 18A:17-43.1; 18A:17-43.2; 18A:17-43.3;
18A:41-7.1; 18A:41-10; 18A:41-11; 18A:41-12;
18A:41-13; 18A:41-14
N.J.A.C. 6A:16-1.3; 6A:26-1.2

Adopted:



POLICY GUIDE

COMMUNITY
9140/page 1 of 2
Citizens Advisory Committees
Mar 23
M

[See POLICY ALERT No. 230]

9140 CITIZENS ADVISORY COMMITTEES

The **Board of Education** encourages ~~success of the school system depends, to a large extent, on open channels of communication between the school district community and the community at large.~~ Citizens advisory committees **may be** ~~are particularly~~ useful in keeping the Board of Education and the administration informed with regard to community opinion and in representing the community ~~in the study of specific school problems.~~

The Board may establish a **citizens** advisory committees ~~as standing committees to serve in a liaison function to provide input to the Board and the administration from~~ between the local community and the schools, as permanent committees for funded programs as the law requires; and as the **Board sees fit** need arises.

In creating a new **citizens** advisory committee, the Board ~~may shall~~ appoint: members of the community who are able and interested in the subject and concerned about the schools; ~~appoint~~ members who represent a wide range of community interests and backgrounds; ~~appoint~~ a chairperson; and ~~appoint~~ one or more Board members; and **school staff members** ~~to serve as ex-officio members.~~ **The Board President or designee and the Superintendent or designee shall serve as members of the citizens advisory committee.**

In charging a new **citizens** advisory committee, the Board shall define the **citizens advisory** committee assignment in writing, set a date for a ~~preliminary and final report(s) to the Board,~~ and establish a budget, **if needed.** Expenditures of district funds by a **citizens** advisory committees ~~as standing committees to serve advisory committees~~ shall be made ~~only~~ upon the approval of the **Superintendent**

Recommendations of an **citizens** advisory committee shall not reduce the responsibility of the Board, which may accept, ~~or~~ reject, **or modify a citizens advisory committee's** recommendation(s) in the exercise of its statutory discretion.



POLICY GUIDE

COMMUNITY
9140/page 2 of 2
Citizens Advisory Committees

Meetings of an **citizens** advisory committee that are ~~open to or~~ attended by fewer than a majority of the members of the Board are not subject to the Open Public Meetings Act

Choose only one of the following:

but shall

and need not

be open to the public, except as expressly permitted by the Board.

~~N.J.A.C. 6:30-1.5; 6:31-1.14(b)~~
~~20 U.S.C.A. 3801 et seq.~~

~~Cross reference: Policy Guide Nos. 5520, 7440~~

Adopted:



REGULATION

NEW DISTRICT BOARD OF EDUCATION

PROGRAM
R 2520/page 1 of 2
Instructional Supplies
M

R 2520 INSTRUCTIONAL SUPPLIES

A. Definition

“Supplies” are the consumable materials distributed to teachers and students for the successful implementation of the instructional program.

B. Supply Procedures

1. Each staff member will be able to request supplies by submitting a request to the Principal or designee.
2. Supplies will be kept in a secure location. The Principal or designee will be responsible to approve the request of supplies for their school and staff.
3. The staff member’s request will be retained by the staff member and the Principal or designee.
4. At the end of each school year, a record of the inventory of supplies retained by the staff member shall be reported by the staff member to the Principal or designee.
5. The Principal will encourage all staff members to suggest additional supplies and/or replacements for the supplies used.

C. Cost of Supplies

Supplies will be made available without charge to all students, except in the following circumstances:

1. Where non-reusable clothing or personal equipment, such as gym outfits, is required for the safety, health, or the protection of school property, students will be requested to provide their own clothing or equipment. The Principal may require that such clothing or equipment meet school standards and may recommend a suitable vendor for the clothing or equipment.
2. Where a student enrolled in a class or activity in which an item is made, such as woodshop or home economics, chooses to prepare and keep a useful item, the student may be required to pay the costs of the materials used. Students shall



REGULATION

NEW DISTRICT BOARD OF EDUCATION

PROGRAM
R 2520/page 2 of 2
Instructional Supplies

always be given the option of preparing an item for use by the school, for which no charge will be made. Any charge made under this regulation will be presented in writing by the teacher with a copy to the Principal or designee and the moneys collected will be deposited with the Business Office.

3. Students may be required to provide supplies for their participation in co-curricular activities.
4. A student who is eligible for free and reduced rate meals will not be required to pay for any supplies, including those exempted from free distribution in paragraph C.1., 2., and 3. above.
5. Staff members shall report to the Principal or designee any student who is suspected of being unable to pay for supplies.

Issued:



R 5308 STUDENT HEALTH RECORDS

Student health records shall be maintained for each student pursuant to N.J.A.C. 6A:16-2.4. Maintenance and security of student health records shall be in accordance with N.J.A.C. 6A:32-7.4.

A. Mandated Student Health Records

1. The district shall maintain for each student, pursuant to N.J.A.C. 6A:32, a student health record that includes the following mandated records:
 - a. Findings of health histories, medical examinations, and health screenings pursuant to N.J.A.C. 6A:16-2.2 and 4.3; and
 - b. Documentation of immunizations against communicable diseases or exemption from these immunizations pursuant to N.J.A.C. 8:57-4.1, 4.3, and 4.4.
2. The district will document the findings of student health histories, health screenings, and required medical examinations that are relevant to school participation on the student's health record using a form approved by the Commissioner of Education.

B. Maintenance and Security of Student Health Records

1. The school district shall maintain student health records in accordance with N.J.A.C. 6A:32-7.4 as follows:
 - a. Student health records may be stored electronically or in paper format.
 - (1) When student health records are stored electronically, proper security and backup procedures shall be administered;
 - b. Student health records, whether stored on paper or electronically, shall be maintained in accordance with N.J.A.C. 6A:32-7.1(I).



REGULATION

NEW DISTRICT BOARD OF EDUCATION

STUDENTS
R 5308/page 2 of 3
Student Health Records

(1) Student health records shall be maintained separately from other student records. Student health records also shall be maintained in accordance with the requirements of N.J.A.C. 6A:32-7 until such time as graduation or termination from the district, whereupon the health history and immunization record shall be removed from the student's health record and placed in the student's mandated record.

c. Student health records shall be accessible during the hours in which the school program is in operation.

C. Transferring Student Health Records

The school district shall ensure compliance with the requirements of N.J.A.C. 6A:32-7 – Student Records and Policy and Regulation 8330 when transferring student health records.

D. Restrictions for Sharing Student Health Information

1. Any Board of Education employee with knowledge of, or access to, the following health information shall comply with restrictions for sharing information as required by Federal and State statutes and regulations.
 - a. Information that identifies a student as having HIV infection or AIDS shall be shared only with prior written informed consent of the student age twelve or greater, or of the student's parent as required by N.J.S.A. 26:5C-1 et seq. and only for the purpose of determining an appropriate educational program for the student.
 - b. Information obtained by the school's alcohol and other drug program that would identify the student as an alcohol or other drug user may be disclosed only for those purposes and under conditions permitted by 42 CFR Part 2.
 - c. Information provided by a secondary school student while participating in a school-based alcohol or other drug counseling program that indicates a parent or other person residing in the student's household is dependent upon or illegally using a substance shall be shared only for those purposes and conditions permitted by N.J.S.A. 18A:40A-7.1.



REGULATION

NEW DISTRICT BOARD OF EDUCATION

STUDENTS
R 5308/page 3 of 3
Student Health Records

E. Access to Student Health Records

1. Access to and disclosure of information in the student health record shall meet the requirements of the Family Educational Rights and Privacy Act (FERPA), 20 USC §1232g and 34 CFR Part 99 as amended and supplemented, and N.J.A.C. 6A:32-7 – Student Records.
2. The school district shall provide access to the student health record to licensed medical personnel not holding educational certification who are working under contract with, or as employees of, the school district only to the extent necessary to enable the licensed medical personnel to perform their duties.
 - a. Secretarial or clerical personnel under the supervision of the certified school nurse shall be permitted access to portions of the student health record necessary for entry and recording of data and for conducting routine clerical tasks as outlined in N.J.S.A. 18A:40-3.4 and N.J.A.C. 6A:32-7.5.
3. Nothing in N.J.A.C. 6A:16-2.4 or in Policy 5308 and this Regulation shall be construed to prohibit school personnel from disclosing to students or adults in connection with an emergency the information contained in the student health record if the release is necessary to protect the immediate health or safety of the student or other persons pursuant to N.J.A.C. 6A:32-7.5.

Adopted:



R 5310 HEALTH SERVICES

A. Definitions – (N.J.A.C. 6A:16-1.3)

1. Advanced practice nurse (APN) – means a person who holds a current license as either an advanced practice nurse or a nurse practitioner/clinical nurse specialist from the State Board of Nursing.
2. Certified school nurse – means a person who holds a current license as a registered professional nurse from the State Board of Nursing and an educational services certificate, school nurse, or school nurse/non-instructional endorsement from the Department of Education, pursuant to N.J.A.C. 6A:9B-14.3 and 14.4.
3. Medical home – means a health care provider, including New Jersey FamilyCare providers as defined by N.J.S.A. 30:4J-12 and the provider’s practice site chosen by the student’s parent for the provision of health care.
4. Non-certified nurse – means a person who holds a current license as a professional nurse from the State Board of Nursing and is employed by a Board of Education and who is not certified as a school nurse by the Department of Education.
5. Parent – means the natural parent(s), adoptive parent(s), legal guardian(s), resource family parent(s), or surrogate parent(s) of a student. When parents are separated or divorced, “parent” means the person or agency who has legal custody of the student, as well as the natural or adoptive parent(s) of the student, provided parental rights have not been terminated by a court of appropriate jurisdiction.
6. Physical examination – means the examination of the body by a professional licensed to practice medicine or osteopathy, or an advanced practice nurse, or physician assistant. The term includes specific procedures required by statute as stated in N.J.A.C. 6A:16-2.2.
7. Physician assistant (PA) – means a health care professional licensed to practice medicine with physician supervision.
8. School physician – means a physician currently licensed by the New Jersey Board of Medical Examiners in medicine or osteopathy whose training and scope of practice includes child and adolescent health and development. The physician is also referred to as the medical inspector as per N.J.S.A. 18A:40-1.



REGULATION

NEW DISTRICT BOARD OF EDUCATION

STUDENTS
R 5310/page 2 of 8
Health Services

- B. Medical Examinations – General Conditions (N.J.A.C. 6A:16-2.2)
1. Each student medical examination shall be conducted at the medical home of the student. If a student does not have a medical home, the school district shall provide the examination at the school physician's office or other comparably equipped facility, pursuant to N.J.S.A. 18A:40-4.
 2. The findings of required examinations under N.J.A.C. 6A:16-2.2(h)2. through (h)5. and D. through G. below shall include the following components:
 - a. Immunizations, pursuant to N.J.A.C. 8:57-4.1 through 4.24;
 - b. Medical history, including allergies, past serious illnesses, injuries, operations, medications, and current health problems;
 - c. Health screenings including height, weight, hearing, blood pressure, and vision; and
 - d. Physical examinations.
 3. Each school shall have available and maintain an automated external defibrillator (AED), pursuant to N.J.S.A. 18A:40-41a.a.(1) and (3), that is:
 - a. In an unlocked location on school property, with an appropriate identifying sign;
 - b. Accessible during the school day and any other time when a school-sponsored athletic event or team practice is taking place in which students of the school district or nonpublic school are participating; and
 - c. Within a reasonable proximity of the school athletic field or gymnasium, as applicable.
 4. The Board of Education shall make accessible information regarding the NJ FamilyCare Program to students who are knowingly without medical coverage, pursuant to N.J.S.A. 18A:40-34.
 5. Information concerning a student's HIV/AIDS status shall not be required as part of the medical examination or health history, pursuant to N.J.S.A. 26:5C-1 et seq.



REGULATION

NEW DISTRICT BOARD OF EDUCATION

STUDENTS
R 5310/page 3 of 8
Health Services

6. Pursuant to N.J.S.A. 18A:40-4, a student who presents a statement signed by their parents that such required examinations interfere with the free exercise of their religious beliefs shall be examined only to the extent necessary to determine whether the student is ill or infected with a communicable disease or to determine their fitness to participate in any health, safety, or physical education course required by law.
- C. Medical Examinations - Prior to Participation on a School-Sponsored Interscholastic or Intramural Athletic Team or Squad for Students Enrolled in Any Grades Five to Twelve (N.J.A.C. 6A:16-2.2(h)1.)
1. The school district shall ensure that students receive medical examinations in accordance with N.J.A.C. 6A:16-2.2(f) and B.1. above and prior to participation on a school-sponsored interscholastic or intramural athletic team or squad for students enrolled in any grades five to twelve.
 - a. The examination shall be conducted within 365 days prior to the first day of official practice in an athletic season and shall be conducted by a licensed physician, APN, or PA.
 - b. The physical examination shall be documented using the Preparticipation Physical Evaluation (PPE) form developed jointly by the American Academy of Family Physicians, American Academy of Pediatrics, American College of Sports Medicine, American Medical Society for Sports Medicine, American Orthopaedic Society for Sports Medicine, and American Osteopathic Academy of Sports Medicine and is available online at

<http://www.state.nj.us/education/students/safety/health/records/athleticphysicalsform.pdf>, in accordance with N.J.S.A. 18A:40-41.7.
 - (1) Prior to performing a preparticipation physical examination, the licensed physician, APN, or PA who performs the student-athlete's physical examination shall complete the Student-Athlete Cardiac Screening professional development module and shall sign the certification statement on the PPE form attesting to the completion, pursuant to N.J.S.A. 18A:40-41d.



- (a) If the PPE form is submitted without the signed certification statement and the school district has confirmed that the licensed physician, APN, or PA from the medical home did not complete the module, the student-athlete's parent may obtain a physical examination from a physician who can certify completion of the module or request that the school physician provides the examination.
 - (2) The medical report shall indicate if a student is allowed or not allowed to participate in the required sports categories and shall be completed and signed by the original examining physician, APN, or PA.
 - (3) An incomplete form shall be returned to the student's medical home for completion unless the school nurse can provide documentation to the school physician that the missing information is available from screenings completed by the school nurse or physician within the prior 365 days.
- c. Each student whose medical examination was completed more than ninety days prior to the first day of official practice in an athletic season shall provide a health history update questionnaire completed and signed by the student's parent. The completed health history update questionnaire shall include information listed below as required by N.J.S.A. 18A:40-41.7.b.

The completed health history update questionnaire shall be reviewed by the school nurse and, if applicable, the school athletic trainer and shall include information as to whether, in the time period since the date of the student's last preparticipation physical examination, the student has:

- (1) Been advised by a licensed physician, APN, or PA not to participate in a sport;
- (2) Sustained a concussion, been unconscious or lost memory from a blow to the head;
- (3) Broken a bone or sprained, strained, or dislocated any muscles or joints;
- (4) Fainted or blacked out;



REGULATION

NEW DISTRICT BOARD OF EDUCATION

STUDENTS
R 5310/page 5 of 8
Health Services

- (5) Experienced chest pains, shortness of breath, or heart racing;
 - (6) Had a recent history of fatigue and unusual tiredness;
 - (7) Been hospitalized, visited an emergency room, or had a significant medical illness;
 - (8) Started or stopped taking any over the counter or prescribed medications; or
 - (9) Had a sudden death in the family, or whether any member of the student's family under the age of fifty has had a heart attack or heart trouble.
- d. The school district shall provide to the parent written notification signed by the school physician stating approval of the student's participation in athletics based upon the medical report or the reasons for the school physician's disapproval of the student's participation.
- e. The Board shall not permit a student enrolled in grades five to twelve to participate on a school-sponsored interscholastic or intramural athletic team or squad unless the student submits a PPE form signed by the licensed physician, APN, or PA who performed the physical examination and, if applicable, a completed health history update questionnaire, pursuant to N.J.S.A. 18A:40-41.7.c.
- f. The school district shall distribute to a student-athlete and the student-athlete's parent the sudden cardiac arrest pamphlet developed by the Commissioner of Education, in consultation with the Commissioner of Health, the American Heart Association, and the American Academy of Pediatrics, pursuant to N.J.S.A. 18A:40-41.
- (1) A student-athlete and the student-athlete's parent annually shall sign the Commissioner-developed form that they received and reviewed the pamphlet, and shall return it, to the student's school, pursuant to N.J.S.A. 18A:40-41.d.
 - (2) The Commissioner shall update the pamphlet, as necessary, pursuant to N.J.S.A. 18A:40-41.b.



REGULATION

NEW DISTRICT BOARD OF EDUCATION

STUDENTS
R 5310/page 6 of 8
Health Services

- (3) The Commissioner shall distribute the pamphlet, at no charge, to the school district, pursuant to N.J.S.A. 18A:40-41.b.

D. Medical Examinations - Upon Enrollment in School (N.J.A.C. 6A:16-2.2(h)2.)

1. The school district shall ensure that students receive medical examinations in accordance with N.J.A.C. 6A:16-2.2(f) and B.1. above and upon enrollment in school.
 - a. The school district shall require parents to provide within thirty days of enrollment entry-examination documentation for each student.
 - b. When a student transfers to another school, the sending school district shall ensure the entry-examination documentation is forwarded to the receiving school district, pursuant to N.J.A.C. 6A:16-2.4(d).
 - c. Students transferring into this school district from out-of-State or out-of-country may be allowed a thirty-day period to obtain entry-examination documentation.
 - d. The school district shall notify parents through its website or other means about the importance of obtaining subsequent medical examinations of the student at least once during each developmental stage: at early childhood (pre-school through grade three), pre-adolescence (grade four through six), and adolescence (grade seven through twelve).

E. Medical Examinations - When Students Apply for Working Papers (N.J.A.C. 6A:16-2.2(h)3.)

1. The school district shall ensure that students receive medical examinations in accordance with N.J.A.C. 6A:16-2.2(f) and B.1. above and when applying for working papers.
2. The school district may provide for the administration of a medical examination for a student pursuing a certificate of employment.
3. The school district shall not be held responsible for the costs for examinations at the student's medical home or other medical provider(s).



REGULATION

NEW DISTRICT BOARD OF EDUCATION

STUDENTS
R 5310/page 7 of 8
Health Services

- F. Medical Examinations - For the Purposes of the Comprehensive Child Study Team Evaluation Pursuant to N.J.A.C. 6A:14-3.4 (N.J.A.C. 6A:16-2.2(h)4.)
1. The school district shall ensure that students receive medical examinations in accordance with N.J.A.C. 6A:16-2.2(f) and B.1. above and for the purposes of the comprehensive child study team evaluation, pursuant to N.J.A.C. 6A:14-3.4.
- G. Medical Examinations - When a Student is Suspected of Being Under the Influence of Alcohol or Controlled Dangerous Substances, pursuant to N.J.S.A. 18A:40A-12 and N.J.A.C. 6A:16-4.3 (N.J.A.C. 6A:16-2.2(h)5.)
1. The school district shall ensure that students receive medical examinations in accordance with N.J.A.C. 6A:16-2.2(f) and B.1. above and when a student is suspected of being under the influence of alcohol or controlled dangerous substances, pursuant to N.J.S.A. 18A:40A-12 and N.J.A.C. 6A:16-4.3.
 2. If a student who is suspected of being under the influence of alcohol or controlled dangerous substances is reported to the certified school nurse, the certified school nurse shall monitor the student's vital signs and general health status for emergent issues and take appropriate action pending the medical examination, pursuant to N.J.A.C. 6A:16-4.3.
 3. No school staff shall interfere with a student receiving a medical examination for suspicion of being under the influence of alcohol or controlled dangerous substances, pursuant to N.J.A.C. 6A:16-4.3.
- H. Health Screenings (N.J.A.C. 6A:16-2.2(l))

The Board of Education shall ensure that students receive health screenings in accordance with N.J.A.C. 6A:16-2.2(l).

1. Screening for height, weight, and blood pressure shall be conducted annually for each student in Kindergarten through grade twelve.
2. Screening for visual acuity shall be conducted biennially for students in Kindergarten through grade ten.
3. Screening for auditory acuity shall be conducted annually for students in Kindergarten through grade three and in grades seven and eleven, pursuant to N.J.S.A. 18A:40-4.



REGULATION

NEW DISTRICT BOARD OF EDUCATION

STUDENTS
R 5310/page 8 of 8
Health Services

4. Screening for scoliosis shall be conducted biennially for students between the ages of ten and eighteen, pursuant to N.J.S.A. 18A:40-4.3.
5. Screenings shall be conducted by a school physician, school nurse, or other school personnel properly trained.
6. The school district shall notify the parent of any student suspected of deviation from the recommended standard.
7. The school nurse or designee shall screen to ensure hearing aids worn by students who are deaf and/or hard of hearing are functioning properly. The school nurse or designee will ensure any FM hearing aid systems in classrooms or any school equipment in the school building used to assist students to hear, are functioning properly.

Adopted:



REGULATION

NEW DISTRICT BOARD OF EDUCATION

FINANCES

R 6115.01/page 1 of 2

Federal Awards/Funds Internal Controls –

Allowability of Costs

M

R 6115.01 FEDERAL AWARDS/FUNDS INTERNAL CONTROLS – ALLOWABILITY OF COSTS

- A. In addition to the procedures used to determine the allowability of costs in accordance with 2 CFR §200.403 as outlined in Policy 6115.01 and this Regulation, the following procedures will be completed by the school district for Federal awards:
1. The Superintendent of Schools will designate a grant administrator for each Federal program in the district and Federal program the Board of Education submits an application for funding.
 2. The grant administrator shall complete the following responsibilities for a Federal grant submission:
 - a. Complete the grant application for approval by the Superintendent and the Board of Education;
 - b. Collaborate with the School Business Administrator/Board Secretary or designee to develop the budget to include all applicable costs;
 - c. Ensure all costs included on the grant application are allowable costs in accordance with 2 CFR §200.403; and
 - d. Work with the School Business Administrator/Board Secretary to ensure costs meet the general criteria in order to be allowable under Federal awards as outlined in Policy 6115.01 and 2 CFR §200.403.
 3. Upon approval and funding of the Federal grant program, the grant administrator will:
 - a. Provide professional development and training to all school staff members working in the Federal program and any additional school staff members the grant administrator determines should be provided the professional development and training to ensure all staff members are providing the services approved and required by the grant;
 - b. Monitor the Federal grant program to ensure the program is being administered in accordance with the requirements of the grant; and



REGULATION

NEW DISTRICT BOARD OF EDUCATION

FINANCES

R 6115.01/page 2 of 2

Federal Awards/Funds Internal Controls –
Allowability of Costs

- c. Oversee the program's expenditures to ensure the grant funds are budgeted and expended in accordance with the grant application and approval.
4. Upon completion of the Federal grant program, the grant administrator will work with the School Business Administrator/Board Secretary or designee to complete any close-out and final reports as required by the Federal grant.

Adopted:



POLICY

ABOLISH

**Bradley Beach
Board of Education**

Section: Bylaws
0147. BOARD MEMBER COMPENSATION AND EXPENSES (M)
Date Created: October 2000
Date Edited: October 2000

0147. BOARD MEMBER COMPENSATION AND EXPENSES (M)

No member of the Board of Education shall receive compensation for his/her services as Board member.

The Board will reimburse members for all necessary expenses incurred in the member's attendance at authorized conferences or other activities related to the operation, improvement, maintenance, and management of the district.

Travel Expenses

1. All persons authorized to travel on official business must keep a memorandum and receipts of expenditures properly chargeable to the Board.
2. For official travel by other than automobile, the Board Secretary shall arrange for the purchase of tickets in advance.
3. For all official business requiring advance registration and/or reservations for members or employees of the Board of Education, the Board Secretary shall make all necessary provisions and arrangements.
4. In all instance of travel reimbursement, full itemization of expenditures shall be required.
5. When official travel by Board members and/or employees is by means of private vehicles, reimbursements for mileage and tolls shall be made at a rate to be determined by the Board.

Reimbursement will be made by the Board based upon prior approval and the receipt and review of an itemized voucher submitted by the Board member seeking reimbursement. The voucher shall list individually all expenses incurred and shall be executed by the Board member, who shall certify that the costs incurred constitute actual out-of-pocket expenses and are correct in all particulars.

N.J.S.A. 18A:12-4

Adopted: 17 October 2000

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1643 FAMILY LEAVE

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

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

A. New Jersey Family Leave Act

1. Definitions Relative to New Jersey Family Leave Act

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

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

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

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

“Family member” means a child, parent, parent-in-law, sibling, grandparent, grandchild, spouse, domestic partner, or one partner in a civil union couple, or



POLICY

BRADLEY BEACH BOARD OF EDUCATION

ADMINISTRATION

1643/page 2 of 33

Family Leave

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

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

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

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

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

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

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



POLICY

BRADLEY BEACH BOARD OF EDUCATION

ADMINISTRATION

1643/page 3 of 33

Family Leave

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

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

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

2. Reasons for NJFLA Leave

- a. A staff member may take NJFLA leave to provide care made necessary by reason of:
 - (1) The birth of a child of the staff member, including a child born pursuant to a valid written agreement between the staff member and the gestational carrier;
 - (2) The placement of a child into foster care with the staff member or in connection with adoption of such child by a staff member;



POLICY

BRADLEY BEACH BOARD OF EDUCATION

- (3) The serious health condition of a family member of the staff member; or

ADMINISTRATION
1643/page 4 of 33
Family Leave

- (4) A state of emergency declared by the Governor of New Jersey, or when indicated to be needed by the Commissioner of Health – New Jersey Department of Health or other public health authority, an epidemic or communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of a communicable disease which:

- (a) Requires in-home care or treatment of a child due to the closure of the school or place of care of the child of a staff member, by order of a public official due to the epidemic or other public health emergency;
- (b) Prompts the issuance by a public health authority of a determination, including by mandatory quarantine, requiring or imposing responsive or prophylactic measures as a result of illness caused by an epidemic of a communicable disease or known or suspected exposure to the communicable disease because the presence in the community of a family member in need of care by a staff member would jeopardize the health of others; or
- (c) Results in the recommendation of a health care provider or public health authority, that a family member in need of care by a staff member voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community of that family member in need of care by a staff member, would jeopardize the health of others.

3. Staff Member Eligibility

- a. NJFLA leave may be taken for up to twelve weeks within any twenty-four month period. The NJFLA leave shall be unpaid with benefits subject to contributions required to be made by the staff member.
- b. A staff member is eligible for NJFLA leave if a staff member is employed by the same Board for twelve months or more, and has worked 1,000 or more base hours during the preceding twelve month period.



POLICY

BRADLEY BEACH BOARD OF EDUCATION

ADMINISTRATION

1643/page 5 of 33

Family Leave

- c. The method to determine the twenty-four month period in which the twelve weeks of NJFLA leave entitlement occurs shall be

[Select one option

the calendar year.

any fixed "leave year," such as a fiscal year or a year starting on a staff member's "anniversary date".

the twenty-four month period measured forward from the date any staff member's first leave under NJFLA begins.

a "rolling" twenty-four month period measured backward from the date a staff member uses any leave under NJFLA.
(Recommended)]

- 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,



POLICY

BRADLEY BEACH BOARD OF EDUCATION

the weeks the staff member is not regularly scheduled to work do not count against their NJFLA leave entitlement.

ADMINISTRATION

1643/page 6 of 33

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.
 - (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.



ADMINISTRATION

1643/page 7 of 33

Family Leave

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



POLICY

BRADLEY BEACH BOARD OF EDUCATION

of the week on which the intermittent NJFLA leave will be taken; and

ADMINISTRATION
1643/page 8 of 33
Family Leave

- (d) The staff member provides the Board with a copy of the certification outlined in A.5.c. below.
- (3) In the case of NJFLA leave taken due to an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of the communicable disease, the NJFLA leave may only be taken intermittently if:
- (a) The staff member provides the Board with prior notice of the intermittent NJFLA leave as soon as practicable;
 - (b) The staff member makes a reasonable effort to schedule the NJFLA leave so as not to unduly disrupt the operations of the school district and, if possible, provide the school district prior to the commencement of the intermittent NJFLA leave, with a regular schedule of the day or days of the week on which the intermittent NJFLA leave will be taken; and
 - (c) A staff member provides the Board with a copy of the certification outlined in A.5.d. below.
- (4) Intermittent leave taken on a reduced leave schedule is NJFLA leave due to a single qualifying reason, that is scheduled for fewer than a staff member's usual number of hours worked per workweek, but not for fewer than a staff member's usual number of hours worked per workday and may only be taken to care for the serious health condition of a family member of a staff member when medically necessary, except that:
- (a) A staff member shall not be entitled to intermittent NJFLA leave on a reduced leave schedule for a period exceeding twelve consecutive months for any one period of NJFLA leave;



POLICY

BRADLEY BEACH BOARD OF EDUCATION

- (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 9 of 33
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.
 - (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.



ADMINISTRATION
1643/page 10 of 33
Family Leave

5. Certification

- a. The Board shall require a staff member who requests NJFLA leave to sign a form of certification established by the Board attesting that such staff member is taking NJFLA leave in accordance with the law.
 - (1) The Board may not require a staff member to sign or otherwise submit a form of certification attesting to additional facts, including a staff member's eligibility for NJFLA leave.
 - (2) The Board may subject a staff member to reasonable disciplinary measures, depending on the circumstances, when a staff member intentionally misrepresents the reason that such staff member is taking NJFLA leave.
 - (3) The form of certification established by the Board shall contain a statement warning a staff member of the consequences of refusing to sign the certification or falsely certifying. Any staff member who refuses to sign the certification established by the Board may be denied the requested NJFLA leave.
 - (4) The Board requires that any period of NJFLA leave be supported by certification issued by a health care provider.
- b. Where the certification, issued by the health care provider, is for the birth of a child of a staff member, including a child born pursuant to a valid written agreement between the staff member and a gestational carrier or the placement of a child into foster care with the staff member or in connection with adoption of such child by the staff member, the certification need only state the date of birth or date of placement, whichever is appropriate.
- c. Any period of NJFLA leave for the serious health condition of a family member of a staff member shall be supported by certification provided by a health care provider. The certification shall be sufficient if it states:



POLICY

BRADLEY BEACH BOARD OF EDUCATION

- (1) The date, if known, on which the serious health condition commenced;
 - (2) The probable duration of the condition;
 - (3) The medical facts within the knowledge of the provider of the certification regarding the condition;
 - (4) The serious health condition warrants the participation of the staff member in providing health care to the family member, as provided in the "Family Leave Act," P.L. 1989, c.261 (C.34:11B-1 et seq.) and regulations adopted pursuant to the NJFLA;
 - (5) An estimate of the amount of time the staff member is needed for participation in the care of the family member;
 - (6) If the NJFLA leave is intermittent, a statement of the medical necessity for the intermittent NJFLA leave and the expected duration of the intermittent NJFLA leave; and
 - (7) If NJFLA leave is intermittent and for planned medical treatment, the dates of the treatment.
- d. In any case in which the Board has reason to doubt the validity of the certification provided pursuant to A.5.c. above, the Board may require, at its own expense, that a staff member obtain an opinion regarding the serious health condition from a second health care provider designated or approved, but not employed on a regular basis, by the Board. If the second opinion differs from the certification provided pursuant to A.5.c. above, the Board may require, at its own expense, that a staff member obtain the opinion of a third health care provider designated or approved jointly by the Board and a staff member concerning the serious health condition. The opinion of the third health care provider shall be considered to be final and shall be binding on the Board and a staff member.
- e. Where the certification is for an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent the spread of the communicable disease, the certification shall be sufficient if it includes:
- (1) For NJFLA leave taken to provide in-home care or treatment of a child due to the closure of the school or place of care of the child

ADMINISTRATION
1643/page 11 of 33
Family Leave



POLICY

BRADLEY BEACH BOARD OF EDUCATION

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;

ADMINISTRATION
1643/page 12 of 33
Family Leave

- (2) For NJFLA leave taken due to a public health authority's issuance of a determination requiring or imposing responsive or prophylactic measures as a result of illness caused by an epidemic of a communicable disease or known or suspected exposure to the communicable disease because the presence in the community of a family member in need of care by a staff member would jeopardize the health of others, the date of issuance of the determination, and the probable duration of the determination; or
 - (3) For NJFLA leave taken because a health care provider or public health authority recommends that a family member in need of care by a staff member voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community of that family member in need of care by a staff member would jeopardize the health of others, the date of the recommendation, the probable duration of the condition, and the medical or other facts within the health care provider or public health authority's knowledge regarding the condition.
- f. The Board shall not use the certification requirements as outlined in A.5. to intimidate, harass, or otherwise discourage a staff member from requesting or taking NJFLA leave or asserting any of a staff member's rights to NJFLA leave.
6. Denial or Exemption of NJFLA Leave
- a. Denial of NJFLA Leave
 - (1) The Board may deny NJFLA leave to a staff member if:
 - (a) A staff member is a salaried staff member who is among the highest paid 5% of the Board's staff members or the seven highest paid staff members of the Board, whichever is greater;
 - (b) The denial is necessary to prevent substantial and grievous economic injury to the Board's operations; and



POLICY

BRADLEY BEACH BOARD OF EDUCATION

ADMINISTRATION

1643/page 13 of 33

Family Leave

- (c) The Board notifies a staff member of its intent to deny the NJFLA leave at the time the Board determines that the denial is necessary.
 - (2) The provisions of A.6.a.(1) above shall not apply when, in the event of a state of emergency declared by the Governor of New Jersey or when indicated to be needed by the Commissioner of Health – New Jersey Department of Health or other public health authority, the NJFLA leave is for an epidemic of a communicable disease, a known or suspected exposure to a communicable disease, or efforts to prevent spread of a communicable disease.
 - (3) In any case in which NJFLA leave has already commenced at the time of the notification pursuant to A.6.a.(1)(c) above, a staff member shall return to work within ten working days of the date of notification.
- 7. Reinstatement from NJFLA Leave
 - a. Upon the expiration of a NJFLA leave, a staff member shall be restored to the position such staff member held immediately prior to the commencement of the NJFLA leave. If such position has been filled, the Board shall reinstate such staff member to an equivalent position of like seniority, status, employment benefits, pay, and other terms and conditions of employment.
 - b. If, during NJFLA leave, the Board experiences a reduction in force or layoff and a staff member would have lost their position had a staff member not been on NJFLA leave, as a result of the reduction in force or pursuant to the good faith operation of a bona fide layoff and recall system including a system under a collective bargaining agreement where applicable, a staff member shall not be entitled to reinstatement to the former or an equivalent position. A staff member shall retain all rights under any applicable layoff and recall system, including a system under a collective bargaining agreement, as if a staff member had not taken the NJFLA leave.



POLICY

BRADLEY BEACH BOARD OF EDUCATION

ADMINISTRATION
1643/page 14 of 33
Family Leave

8. Notice to Staff Members
 - a. The Board shall display the official Family Leave Act poster of the Division on Civil Rights in the New Jersey Department of Law and Public Safety (Division) in accordance with N.J.A.C. 13:8-2.2. The poster is available for printing from the Division's website.
 - b. Access to and/or distribution of this Policy shall serve as school district notice to staff members of their rights pursuant to N.J.A.C. 13:14-1.14.
9. Local Board of Education Practices
 - a. Accrued Paid NJFLA Leave
 - (1) Whether a staff member is required to use any other accrued leave time concurrent with NJFLA leave time will depend upon either the school district's practice or a provision in a collective bargaining agreement, if applicable.
 - (a) Sick leave may only be used concurrently with the NJFLA leave in accordance with the provisions of N.J.S.A. 18A:30-1 and N.J.S.A. 34:11B-3.
 - b. Multiple Leaves of Absence
 - (1) Where a Board maintains leaves of absence which provide benefits, other than health benefits, that differ depending upon the type of leave taken, the Board shall provide those benefits to a staff member on NJFLA leave in the same manner as it provides benefits to staff members who are granted other leaves of absence which most closely resemble NJFLA leave.
10. New Jersey Family Leave Insurance Program (NJFLI)
 - a. Board of Education staff members are eligible to apply for benefits under the NJFLI Program administered by the State of New Jersey Department of Labor and Workforce Development.
 - b. All applications for benefits under the NJFLI Program must be filed directly with the State of New Jersey Department of Labor and Workforce Development. The eligibility requirements, wage requirements, benefit



POLICY

BRADLEY BEACH BOARD OF EDUCATION

ADMINISTRATION
1643/page 15 of 33
Family Leave

duration and amounts, and benefit limitations shall be in accordance with the provisions of the NJFLI Program as administered by the State of New Jersey Department of Labor and Workforce Development. A formal appeal may be submitted to the State of New Jersey Department of Labor and Workforce Development if an employee or the Board disagrees with a determination on a claim.

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

B. Federal Family and Medical Leave Act

1. Definitions Relative to Federal Family and Medical Leave Act

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

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



POLICY

BRADLEY BEACH BOARD OF EDUCATION

ADMINISTRATION
1643/page 16 of 33
Family Leave

“Hours of Service” means hours actually worked by the employee. It does not mean hours paid. Thus, non-working time – such as vacations, holidays, furloughs, sick leave, or other time-off (paid or otherwise) – does not count for purposes of calculating FMLA eligibility for the employee.

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

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

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

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

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

2. Qualifying Reasons for FMLA Leave

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

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



POLICY

BRADLEY BEACH BOARD OF EDUCATION

ADMINISTRATION
1643/page 17 of 33
Family Leave

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



POLICY

BRADLEY BEACH BOARD OF EDUCATION

ADMINISTRATION
1643/page 18 of 33
Family Leave

- c. The method to determine the twelve month period in which the twelve weeks of FMLA leave entitlement occurs will be

[Select one option

the calendar year.

a school year.

a staff member's employment anniversary date.

the twelve month period measured forward from when a staff member's first FMLA leave begins.

a "rolling" twelve month period measured backward from the date a staff member uses any FMLA leave. (Recommended)]

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

4. Types of FMLA leave

- a. Continuous FMLA leave is taken by staff members for a continuous period of time. Such FMLA leave is not broken up by a period of work and is continuous when a staff member is absent for three consecutive working days or more. Continuous FMLA leave may be taken for any qualifying reason.
- b. Intermittent FMLA leave is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced FMLA leave schedule is a FMLA leave schedule that reduces a staff member's usual number of working hours per workweek, or hours per workday. A reduced FMLA leave schedule is a change in a staff member's schedule for a period of time, normally from full-time to part-time.



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



POLICY

BRADLEY BEACH BOARD OF EDUCATION

ADMINISTRATION

1643/page 20 of 33

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.
 - (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.



POLICY

BRADLEY BEACH BOARD OF EDUCATION

ADMINISTRATION
1643/page 21 of 33
Family Leave

- (1) If thirty days is not practical, a staff member must provide notice "as soon as practicable" which means as soon as both possible and practical, taking into account all the facts and circumstances in the individual case.
- (2) Where it is not possible to give as much as thirty days' notice, "as soon as practical" ordinarily would mean at least verbal notification to the Superintendent or designee within one or two business days or when the need for FMLA leave becomes known to a staff member.
- (3) The written notice shall include the reasons for the FMLA leave, the anticipated duration of the FMLA leave, and the anticipated start of the FMLA leave.
- (4) When planning medical treatment, a staff member must consult with the Superintendent or designee and make a reasonable effort to schedule the FMLA leave so as not to unduly disrupt the educational program, subject to the approval of the health care provider.
 - (a) Staff members are ordinarily expected to consult with the Superintendent or designee prior to scheduling of treatment that would require FMLA leave for a schedule that best suits the needs of the Board and a staff member.
- (5) Intermittent FMLA leave or FMLA leave on a reduced FMLA leave schedule must be medically necessary due to a serious health condition or a serious injury or illness. A staff member shall advise the Board of the reasons why the intermittent/reduced FMLA leave schedule is necessary and of the schedule for treatment, if applicable.
 - (a) A staff member and the Board shall attempt to work out a schedule for such FMLA leave that meets a staff member's needs without unduly disrupting the Board's operations, subject to the approval of the health care provider.



POLICY

BRADLEY BEACH BOARD OF EDUCATION

ADMINISTRATION
1643/page 22 of 33
Family Leave

- (6) Where a staff member does not comply with the Board's usual notice and procedural requirements, and no unusual circumstances justify the failure to comply, FMLA-protected leave may be delayed or denied.
- b. When the approximate timing of the need for FMLA leave is not foreseeable, a staff member should give notice to the Superintendent or designee for FMLA leave as soon as practicable under the facts and circumstances of the particular case.
 - (1) It is expected a staff member will give notice to the Superintendent or designee within no more than one or two business days of learning of the need for FMLA leave, except in extraordinary circumstances where such notice is not foreseeable.
 - (2) A staff member should provide notice to the Board either in person, by telephone, telegraph, fax machine, email, or other electronic means.
6. Outside Employment During FMLA Leave
 - a. A staff member during any period of FMLA leave is prohibited from performing any services on a full-time basis for any person for whom a staff member did not provide services immediately prior to commencement of the FMLA leave.
 - (1) A staff member using FMLA leave may commence part-time employment that shall not exceed half the regularly scheduled hours worked for the Board.
 - (2) A staff member may continue the part-time employment that commenced prior to the FMLA leave at the same number of hours that a staff member was regularly scheduled prior to such FMLA leave.
7. "Instructional Employees" Exceptions for FMLA Leave
 - a. "Instructional Employees" are those staff members whose principal function is to teach and instruct students in class, a small group, or in an individual setting. This term includes teachers, athletic coaches, driving instructors, and special education assistants, such as signers for the hearing impaired.



POLICY

BRADLEY BEACH BOARD OF EDUCATION

ADMINISTRATION

1643/page 23 of 33

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
 - (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.



POLICY

BRADLEY BEACH BOARD OF EDUCATION

ADMINISTRATION
1643/page 24 of 33
Family Leave

- f. If an instructional staff member begins FMLA leave more than five weeks before the end of the school year, the Board may require a staff member to continue taking FMLA leave until the end of the semester if:
- (1) The FMLA leave will last three weeks; and
 - (2) A staff member would return to work during the three-week period before the end of the semester.
- g. If an instructional staff member begins FMLA leave for a purpose other than a staff member's own serious health condition during the five week period before the end of the semester, the Board may require a staff member to continue taking FMLA leave until the end of the semester if:
- (1) The FMLA leave will last more than two weeks; and
 - (2) The staff member would return to work during the two week period before the end of the semester.
- h. If an instructional staff member begins FMLA leave for a purpose other than a staff member's own serious health condition during the three week period before the end of a semester, the Board may require a staff member to continue taking FMLA leave until the end of the semester if the FMLA leave will last more than five working days.
- i. An example of FMLA leave falling within the situations outlines in B.7.f., B.7.g., and B.7.h. above:
- (1) If a staff member plans two weeks of FMLA leave to care for a family member which will begin three weeks before the end of the term, the Board could require a staff member to stay out on FMLA leave until the end of the term.
- j. In the case of a staff member who is required to take FMLA leave until the end of an academic term, only the period of FMLA leave until a staff member is ready and able to return to work shall be charged against a staff member's FMLA leave entitlement.



- k. The Board may require a staff member to stay on FMLA leave until the end of the school term. Any additional leave required by the Board to the end of the school term is not counted as FMLA leave; however:
 - (1) The Board shall be required to maintain a staff member's group health insurance; and
 - (2) The Board shall be required to restore a staff member to the same or equivalent job including other benefits at the conclusion of the leave.

8. FMLA Leave Related to Military Service

- a. Definitions for FMLA related to military service shall be in accordance with 29 CFR §§825.122; .126; .127; and .310.
- b. The foreign deployment of the staff member's spouse, child, or parent in accordance with 29 CFR §§825.122 and .126:
 - (1) The district must grant an eligible staff member up to twelve work weeks of unpaid, job-protected FMLA leave during any twelve month period for qualifying exigencies that arise when the staff member's spouse, child, or parent is on covered active duty, or has been notified of an impending call or order to covered active duty.
- c. Military caregiver FMLA leave provides care for a covered servicemember with a serious injury or illness in accordance with 29 CFR §§825.122 and .127:
 - (1) The district must grant up to a total of twenty-six workweeks of unpaid, job-protected FMLA leave during a "single twelve month period" to care for a covered servicemember with a serious injury or illness.

9. Verification

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



POLICY

BRADLEY BEACH BOARD OF EDUCATION

ADMINISTRATION
1643/page 26 of 33
Family Leave

- (1) The Board must give written notice of a requirement for certification each time a certification is required. The Board's oral request to a staff member to furnish any subsequent certification is sufficient.
- b. The Board shall require a staff member furnish certification at the time a staff member gives notice of the need for FMLA leave or within five business days thereafter, or, in the case of unforeseen FMLA leave, within five business days after the FMLA leave commences.
- (1) The Board may request certification at some later date if the Board later has reason to question the appropriateness of the FMLA leave or its duration.
 - (2) A staff member must provide the requested certification to the Board within fifteen calendar days after the Board's request, unless it is not practicable under the particular circumstances to do so despite a staff member's diligent, good faith efforts or the Board provides more than fifteen calendar days to return the requested certification.
- c. When FMLA leave is taken because of a staff member's own serious health condition, or the serious health condition of a family member, the Board shall require a staff member to obtain a medical certification from a health care provider that sets forth the following information:
- (1) The name, address, telephone number, and fax number of the health care provider and type of medical practice/specialization;
 - (2) The approximate date on which the serious health condition commenced, and its probable duration;
 - (3) A statement or description of appropriate medical facts regarding the patient's health condition for which FMLA leave is requested. The medical facts must be sufficient to support the need for FMLA leave.
 - (a) Such medical facts may include information on symptoms, diagnosis, hospitalization, doctor visits, whether medication has been prescribed, any referrals for evaluation or treatment (physical therapy, for example), or any other regimen of continuing treatment;



POLICY

BRADLEY BEACH BOARD OF EDUCATION

ADMINISTRATION

1643/page 27 of 33

Family Leave

- (4) If a staff member is the patient, information sufficient to establish that a staff member cannot perform the essential functions of a staff member's job as well as the nature of any other work restrictions, and the likely duration of such inability;
 - (5) If the patient is a covered family member with a serious health condition, information sufficient to establish that the family member is in need of care, and an estimate of the frequency and duration of the FMLA leave required to care for the family member;
 - (6) If a staff member requests FMLA leave on an intermittent or reduced schedule basis for planned medical treatment of a staff member's or a covered family member's serious health condition, information sufficient to establish the medical necessity for such intermittent or reduced schedule FMLA leave and an estimate of the dates and duration of such treatments and any periods of recovery;
 - (7) If a staff member requests FMLA leave on an intermittent or reduced schedule basis for a staff member's serious health condition, including pregnancy, that may result in unforeseeable episodes of incapacity, information sufficient to establish the medical necessity for such intermittent or reduced schedule FMLA leave and an estimate of the frequency and duration of the episodes of incapacity; and
 - (8) If a staff member requests FMLA leave on an intermittent or reduced schedule basis to care for a covered family member with a serious health condition, a statement that such FMLA leave is medically necessary to care for the family member, which can include assisting in the family member's recovery, and an estimate of the frequency and duration of the required FMLA leave.
- d. A staff member may choose to comply with the certification requirement by providing the Board with an authorization, release, or waiver allowing the Board to communicate directly with the health care provider of a staff member or his or her covered family member.



POLICY

BRADLEY BEACH BOARD OF EDUCATION

ADMINISTRATION
1643/page 28 of 33
Family Leave

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



POLICY

BRADLEY BEACH BOARD OF EDUCATION

ADMINISTRATION

1643/page 29 of 33

Family Leave

- (a) The Board must be able to show that a staff member would not otherwise have been employed at the time reinstatement is requested in order to deny restoration to employment.
 - (2) The Board may deny job restoration to "key employees", if such denial is necessary to prevent substantial and grievous economic injury to the operations of the Board.
 - (a) A "key employee" is a salaried FMLA-eligible staff member who is among the highest paid ten percent of all staff members employed by the Board within seventy-five miles of a staff member's worksite.
 - (3) If a staff member is unable to perform an essential function of the position because of a physical or mental condition, including the continuation of a serious health condition or an injury or illness also covered by workers' compensation, a staff member has no right to restoration to another position under the FMLA.
 - (a) The Board's obligation may, however, be governed by the Americans with Disabilities Act, State leave law, or workers' compensation laws.
 - (4) A staff member who fraudulently obtains FMLA leave from the Board is not protected by FMLA's job restoration or maintenance of health benefits provisions.
- c. Intent to Return to Work
 - (1) The Board may require a staff member on FMLA leave to report periodically on a staff member's status and intent to return to work.
- d. Fitness for Duty Certification
 - (1) As a condition of restoring a staff member whose FMLA leave was a result of a staff member's own serious health condition that made a staff member unable to perform a staff member's job, the Board shall require all similarly-situated staff members (i.e., same occupation, same serious health condition) who take FMLA leave for such conditions to obtain and present certification from a staff member's health care provider that a staff member is able to resume work.



POLICY

BRADLEY BEACH BOARD OF EDUCATION

ADMINISTRATION

1643/page 30 of 33

Family Leave

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

11. The Board of Education Notice

a. Notice of Staff Member Rights Under FMLA

- (1) The Board shall post and keep posted on its premises, in conspicuous places where staff members are employed, a notice explaining the FMLA's provisions and providing information concerning the procedures for filing complaints of violations of the FMLA with the Wage and Hour Division.
 - (a) The notice will be posted prominently where it can be readily seen by staff members and applicants for employment.
 - (b) The poster and the text will be large enough to be easily read and contain fully legible text.
 - (c) Electronic posting is sufficient to meet this posting requirement as long as it otherwise meets the requirements of B.11.
- (2) The Board shall also provide this general notice to each staff member by including the notice in staff members' handbooks or other written guidance to staff members concerning staff member benefits or FMLA leave rights, if such written materials exist, or by distributing a copy of the general notice to each new staff member upon hiring. In either case, distribution may be accomplished electronically.
- (3) Access to and/or distribution of this Policy shall serve as school district notice to staff members of their rights pursuant to 29 CFR §825 et seq.

b. Eligibility Notice



- (1) When a staff member 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.
- (2) If the Board requires paid leave to be substituted for unpaid FMLA leave, or that paid leave taken under an existing leave plan be counted as FMLA leave, the Board must inform a staff member of this designation at the time of designating the FMLA leave.

12. Local Board of Education Practices

a. Substitution of Paid Leave

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

b. Maintenance of Staff Member Benefits

- (1) The Board must maintain a staff member's coverage under any group health plan on the same conditions as coverage would have been provided if a staff member had been continuously employed during the entire FMLA leave period.

C. Shared Provisions

1. Interference with Family Leave Rights



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

2. Non-Tenured Teaching Staff

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

3. Record Keeping

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

4. Processing of Complaints

a. New Jersey Family Leave Act

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

b. Federal Family and Medical Leave Act (FMLA)

- (1) If there is a dispute between the Board and a staff member as to whether leave qualifies as FMLA leave, it should be resolved through discussion between the staff member and the Superintendent or designee. Such discussions and the decision shall be documented by the Superintendent or designee.



POLICY

BRADLEY BEACH BOARD OF EDUCATION

ADMINISTRATION
1643/page 33 of 33
Family Leave

- (2) A staff member also may file, or have another person file on his/her behalf, a complaint with the United States Secretary of Labor. A complaint may be filed in person, by mail, or by telephone with the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, at any local office of the Wage and Hour Division.

- (3) This Policy 1643 shall be posted on the school district website, in a manner accessible to all staff members and a hard copy shall be provided to all staff members annually prior to the beginning of the school year and upon initial employment in the school district during the school year.

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

Adopted:

2415/page 1 of 4



POLICY

ABOLISH

Bradley Beach Board of Education

Section: Teaching Staff Members
3431.1. FAMILY LEAVE (M)
Date Created: October 2000
Date Edited: April 2016

3431.1. FAMILY LEAVE (M)
[See POLICY ALERT Nos. 207]

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

Benefits

ABOLISH

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 Staff Member

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

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

B. Applicability

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

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

C. Definitions

1. Federal Family and Medical Leave Act (FMLA)

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

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

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

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 Staff Member

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).

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

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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.

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

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

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

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

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

D. Eligibility

1. Federal Family and Medical Leave Act (FMLA)

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

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

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

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

2. New Jersey Family Leave Act (NJFLA)

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

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

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

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

E. Types of Leave

1. Federal Family and Medical Leave Act (FMLA)

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

- a. Leave for the birth of a son or daughter or placement of a son or daughter with the staff member for adoption or foster care may 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. Servicemember qualifying exigency leave may arise out of the foreign deployment of the staff member's spouse, child, or parent 29 CFR §§825.122 and 126:
- (1) The district must grant an eligible staff member up to twelve work weeks of unpaid, job-protected leave during a twelve-month period for qualifying exigencies that arise when the staff member's spouse, child, or parent is on covered active duty, or has been notified of an impending call or order to covered active duty.
 - (2) The military member must be the spouse, son, daughter, or parent, of the staff member taking FMLA exigency leave.
 - (3) FMLA leave can be granted for one or more of the following exigencies:
 - (a) Short-notice deployment:
 - i. Notification of duty seven or less calendar days prior to date of deployment;
 - ii. Leave can be used for a period of seven calendar days beginning on the date the military member is notified.
 - (b) Military events and related activities, including official ceremonies, programs, or events sponsored by the military and related to the covered active duty or call to covered active duty status of the military member; and to attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross.
 - (c) Childcare and school activities including arranging for alternative childcare; providing childcare on an urgent, immediate need basis (not routine, regular, or everyday basis); to enroll in or transfer to a new school or day care facility; or to attend meetings with staff at a school or day care facility:
 - i. The son or daughter must be the son or daughter of the covered servicemember.
 - (d) Financial and legal arrangements made to address the military member's absence while on covered active duty or call to covered active duty status.
 - (e) Counseling, provided by someone other than a health care provider for oneself, for the military member, or qualified child, if the need arises from the covered active duty or call to covered active duty status of the military member.
 - (f) Rest and Recuperation (R&R) to spend time with the military member on short-term, temporary R&R leave during a term of deployment:
 - i. Can be used for a period of fifteen calendar days beginning on the date the military member commences each instance of R&R leave.
 - (g) Post-deployment activities such as ceremonies or briefings including any that arise from the death of the military member while on covered active duty.
 - (h) Parental care for one meeting the definition of a "parent" and incapable of self care including: arranging alternative care; providing care on an immediate need basis; and to attend meetings or arrange services at a care facility.

- (i) Additional activities in accordance 29 CFR §825.126(b)(9).

- g. Military caregiver leave provides care for a covered servicemember with a serious injury or illness 29 CFR §§825.122 and 127:
 - (1) The district must grant up to a total of twenty-six workweeks of unpaid, job-protected leave during a "single twelve-month period" to care for a covered servicemember with a serious injury or illness.
 - (a) The eligible staff member must be the spouse, son, daughter, parent, or next of kin of the covered servicemember.
 - (b) The staff member is limited to a combined total of 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 not to unduly disrupt the operations of the instructional/educational program. The staff member shall provide the district prior notice of the care, medical treatment or continuing supervision by a health care provider necessary due to a serious health condition of a family member in a manner that is reasonable and practicable. Leave taken on a reduced leave schedule shall not result in a reduction of the total amount of leave to which a staff member is entitled.

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

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

F. Notice

1. Federal Family and Medical Leave Act (FMLA)

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

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

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

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

2. New Jersey Family Leave Act (NJFLA)

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

H. Benefits

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

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

I. Returning from Leave

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

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

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

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

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

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

J. Ineligible Staff Members

1. Federal Family and Medical Leave Act (FMLA)

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

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

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

2. New Jersey Family Leave Act

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

K. Verification of Leave

1. Federal Family and Medical Leave Act (FMLA)

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

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

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

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

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

2. New Jersey Family Leave Act

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

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

L. Interference with Family Leave Rights

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

M. Non-Tenured Staff Member

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

N. Record Keeping

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

O. Processing of Complaints

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

- a. If there is a dispute between the district and a staff member as to whether leave qualifies as FMLA leave, it should be resolved through discussion between the staff member and the district. Such discussions and the decision shall be documented by the school district.
- b. The staff member also may file, or have another person file on his/her behalf, a complaint with the United States Secretary of Labor. A complaint may be filed in person, by mail, or by telephone with the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, at any local office of the Wage and Hour Division.

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

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

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

29 CFR §825 et seq.

29 CFR §785

N.J.S.A. 10:5-1

N.J.A.C. 13:14-1 et seq.

Adopted: 17 October 2000

Revised: 26 April 2016

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POLICY

ABOLISH

Bradley Beach
Board of Education

Section: Support Staff
4431.1. FAMILY LEAVE (M)
Date Created: October 2006
Date Edited: April 2016

4431.1. FAMILY LEAVE (M)
[See POLICY ALERT Nos. 287]

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. Servicemember Qualifying Exigency Leave
 - g. 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

ABOLISH

- 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.

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

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

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

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

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

D. Eligibility

1. Federal Family and Medical Leave Act (FMLA)

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

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

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

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

2. New Jersey Family Leave Act (NJFLA)

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

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

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

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

E. Types of Leave

1. Federal Family and Medical Leave Act (FMLA)

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

- a. Leave for the birth of a son or daughter or placement of a son or daughter with the staff member for adoption or foster care may 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:
 - i. Notification of duty seven or less calendar days prior to date of deployment;
 - ii. Leave can be used for a period of seven calendar days beginning on the date the military member is notified.
 - (b) Military events and related activities, including official ceremonies, programs, or events sponsored by the military and related to the covered active duty or call to covered active duty status of the military member; and to attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross.
 - (c) Childcare and school activities including arranging for alternative childcare; providing childcare on an urgent, immediate need basis (not routine, regular, or everyday basis); to enroll in or transfer to a new school or day care facility; or to attend meetings with staff at a school or day care facility:
 - i. The son or daughter must be the son or daughter of the covered servicemember.
 - (d) Financial and legal arrangements made to address the military member's absence while on covered active duty or call to covered active duty status.
 - (e) Counseling, provided by someone other than a health care provider for oneself, for the military member, or 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 not to unduly disrupt the operations of the instructional/educational program. The staff member shall provide the district prior notice of the care, medical treatment or continuing supervision by a health care provider necessary due to a serious health condition of a family member in a manner that is reasonable and practicable. Leave taken on a reduced leave schedule shall not result in a reduction of the total amount of leave to which a staff member is entitled.

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

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

F. Notice

1. Federal Family and Medical Leave Act (FMLA)

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

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

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

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

2. New Jersey Family Leave Act (NJFLA)

- a. Foreseeable Leave - A staff member eligible for NJFLA leave must give at least a thirty day advance written notice to the Superintendent of the need to take family leave except where the need to take family leave is not foreseeable.
- (1) Notice for leave to be taken for the birth or placement of the child for adoption shall be given at least thirty days prior to the commencement of the leave, except that if the date of the birth or adoption requires leave to begin in less than thirty days, the staff member shall provide such notice that is reasonable and practicable.
 - (2) Notice for leave to be taken for the serious health condition of a family member shall be given at least fifteen days prior to the commencement of leave, except that if the date of the treatment or supervision requires leave to begin in less than fifteen days, the staff member shall provide such notice that is reasonable and practicable.
 - (3) When the Superintendent is not made aware that a staff member was absent for family leave reasons and the staff member wants to request the leave be counted as family leave, the staff member must provide timely notice within two business days of returning to work to have the time considered for family leave in accordance with the Family Leave Act.
- b. Unforeseeable Leave - When the need for leave is not foreseeable, the staff member must provide notice "as soon as practicable" which shall be at least verbal notice to the Superintendent within one or two business days of the staff member learning of the need to take family leave. Whenever emergent circumstances make written notice impracticable, the staff member may give verbal notice to the Superintendent, but any verbal notice must be followed by written notice delivered within 2 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 Superintendent 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 Superintendent believes that reinstatement may be denied to a key employee, the Superintendent must give written notice to the staff member at the time the staff member gives notice of the need for leave, or when the need for leave commences, if earlier, that he/she qualifies as a key employee. The key employee must be fully informed of the potential consequences with respect to reinstatement and maintenance of health benefits if the district should determine that substantial and grievous economic injury to the district's operations will result if the staff member is reinstated from leave. The district's notice must explain the basis for the district's finding that substantial and grievous economic injury will result, and if leave has commenced, must provide the staff member a reasonable time in which to return to work. If the staff member on leave does not return to work in response to the notice of intent to deny restoration, the staff member continues to be entitled to maintenance of health insurance.

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

2. New Jersey Family Leave Act

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

K. Verification of Leave

1. Federal Family and Medical Leave Act (FMLA)

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

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

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

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

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

2. New Jersey Family Leave Act

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

In the event the Superintendent 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

N.J.A.C. 13:14-1 et seq.

Adopted: 17 October 2000
Revised: 26 April 2016

2416 PROGRAMS FOR PREGNANT PUPILS (M)

M (CURRENT POLICY)

No pupil, married or unmarried, who is otherwise eligible for enrollment in this district will be denied an educational program because of pregnancy, childbirth, pregnancy-related disabilities, or actual or potential parenthood.

The Board of Education reserves the right to require as a prerequisite for participation in the regular instructional program and in the co-curricular program that a pregnant pupil present to the Superintendent or designee her physician's written statement that such participation will not be injurious to her health or jeopardize her pregnancy.

The Superintendent shall develop a program of special instruction in health and nutrition and shall direct appropriate teaching staff members to counsel the pregnant pupil, to assist her in securing necessary medical services, to cooperate with community resources on her behalf, and to encourage her toward the completion of an appropriate educational program.

A pregnant pupil who does not wish to attend regular classes or is physically unable to do so during her pregnancy may, with her consent, be assigned to an alternate instructional program which may include home instruction or a program offered by another school district or institution.

The parent(s) or legal guardian(s) of a pregnant pupil under eighteen years of age shall be notified of any change in the pupil's regular educational program.

A pupil who has received an alternate instructional program for reasons associated with pregnancy shall be readmitted to the regular program upon her request and the written statement of her physician that she is physically fit for attendance.

N.J.A.C. 6:4-1.5

Adopted: 17 October 2000



POLICY GUIDE

STRAUSS ESMAY ASSOCIATES PROGRAM 2416 PROGRAMS FOR PREGNANT STUDENTS (M)

2416 PROGRAMS FOR PREGNANT STUDENTS (M)

M – PROPOSED POLICY

[See POLICY ALERT Nos. 140 and 172]

No student, married or unmarried, who is otherwise eligible for enrollment in this district will be denied an educational program because of pregnancy, childbirth, pregnancy-related disabilities, or actual or potential parenthood.

The Board of Education reserves the right to require as a prerequisite for participation in the regular instructional program and in the co-curricular program that a pregnant student present to the school Principal her physician's written statement that such participation will not be injurious to her health or jeopardize her pregnancy.

The Superintendent shall develop a program of special instruction in health and nutrition and shall direct appropriate teaching staff members to counsel the pregnant student, to assist her in securing necessary medical services, to cooperate with community resources on her behalf, and to encourage her toward the completion of an appropriate educational program.

A pregnant student who does not wish to attend regular classes or is physically unable to do so during her pregnancy may, with her consent, be assigned to an alternate instructional program which may include home instruction or a program offered by another school district or institution.

The parent(s) or legal guardian(s) of a pregnant student under eighteen years of age shall be notified of any change in the student's regular educational program.

A student who has received an alternate instructional program for reasons associated with pregnancy shall be readmitted to the regular program upon her request and the written statement of her physician that she is physically fit for attendance.

N.J.A.C. 6A:7-1.7

Adopted:



BRADLEY BEACH Board of Education

Job Description

Title: Reading Specialist

Reports To: Director of Curriculum and Instruction, Principal / Superintendent

Nature and Job Summary:

- Under the direction of the Director of Curriculum and Instruction and Principal / Superintendent, the Reading Specialist will provide support to students, teachers, and parents in the area of literacy. The Reading Specialist will develop and implement effective reading intervention strategies, assess student progress, and collaborate with school staff to create a supportive learning environment for all students. This role requires expertise in literacy instruction, a strong commitment to student success, and the ability to work with diverse learners.

Qualifications:

- Minimum of a Bachelor's degree in Education or a related field required
- Valid New Jersey teaching certification in Reading, Literacy, or a related area required
- Experience working as a Reading Specialist or in a similar role in an educational setting
- Demonstrates expertise in developing and implementing effective reading intervention strategies
- Ability to collaborate with teachers, administrators, and parents to promote literacy
- Excellent oral and written communication skills, with the ability to convey complex concepts to a diverse audience
- Proficient in the use of educational technology and software, such as Microsoft Office, Google Platforms, and specialized literacy tools
- Required Criminal History Check
- Provide proof of US citizenship or legal Resident Alien status by completing Federal Form I-9
- Pass required State Mantoux/Tuberculin test and physical exam as required
- Such alternatives to the above qualifications as the Board may find appropriate and acceptable

Duties and Responsibilities:

- Assess students' reading abilities and develop individualized intervention plans to improve literacy skills

- Implement research-based reading intervention strategies to support struggling readers
- Collaborate with classroom teachers to integrate literacy instruction into the curriculum
- Provide professional development opportunities for staff in the area of literacy instruction and best practices
- Communicate with parents and guardians regarding student progress and available resources
- Evaluate the effectiveness of reading intervention strategies and make adjustments as needed
- Maintain accurate records of student progress and intervention strategies
- Participate in school and district meetings, as well as professional development activities
- Support the development and implementation of the school's literacy goals and initiatives
- Perform other related duties as assigned by the Principal / Superintendent

Verification of Competency:

1. District application and resume.
2. Required documentation outlined in the qualifications above.
3. A minimum of three letters of reference from former employers
4. Official college transcripts/ High school diploma.
5. Employment interview.

Physical Demands, Visual Acuity and Working Conditions:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential responsibilities and functions of the job and are not meant to be all inclusive. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential responsibilities and functions of the job. Unless reasonable accommodations can be made while performing this job, the staff member shall:

1. Use strength to lift items needed to perform the functions of the job.
2. Sit, stand, and walk for required periods of time.
3. Speak and hear.
4. Use close vision, color vision, peripheral vision and depth perception along with the ability to focus vision.
5. Communicate effectively in English, using proper grammar and vocabulary.

Environmental Demands:

The environmental demands described here are representative of those that must be met by an employee to successfully perform the essential responsibilities and functions of the job and are not meant to be all inclusive.

1. Exposure to a variety of childhood and adult diseases and illnesses.
2. Exposure to heated/air conditioned and ventilated facilities.
3. Exposure to a building in which a variety of chemical substances are used for cleaning, instruction, and/or operation of equipment.
4. Function in a workplace that is usually moderately quiet but that can be noisy at times.

Terms of Employment:

Full-time, 10-month position. Salary will be in accordance with the approved salary guide and may change based on yearly budget allocations. Conditions established by laws and codes of the State, and policies, rules, and regulations established by the Board of Education (N.J.S.A. 18A:27-4 et).

The Reading Specialist will be evaluated by the Principal or Curriculum Coordinator.

Date Adopted:

2023-2024

HEALTHY
MEALS

Bradley Beach Elementary School

Breakfast

Student Breakfast	\$2.00	Teachers Breakfast	\$2.40
Reduced Breakfast	\$FREE		

Lunch

Student Lunch	\$3.75	Teachers Lunch	\$4.25
Student Reduced Lunch	\$FREE	Extra Entrée with Lunch	\$2.00

Beverages

Milk	\$0.75	100% Juice 4 oz	\$0.75
Bottled Water 8 oz./16.9oz.	\$0.75/\$1.25	Switch 100% Sparkling Juice	\$1.75

A-la-Carte Snacks

Fresh or Chilled Fruit	\$0.75	Chobani Yogurt 4 oz	\$1.25
Vegetable Side	\$0.75	Soft Hot Pretzel	\$1.25
Assorted Baked Chips	\$1.25	Pretzel Rod	\$0.50
Ice Cream/ Frozen Yogurt	\$1.50-\$2.00		
Corn Tortilla Chips with Salsa or Shredded Cheese	\$1.50		



MASCHIO'S IS AN EQUAL OPPORTUNITY PROVIDER.

QUESTIONS OR COMMENTS?

Please call us at (973) 598-0005 to speak to one of Maschios' registered dietitians.

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healthy kids!

10 General Fund

Assets and Liabilities

Assets		
101	Cash	1,178,981.80
116	Capital Reserve Account	210,900.00
117	Maintenance Reserve Account	149,100.00
118	Emergency Reserve Account	178,500.00
121	Tax Levy Receivable	1,168,908.00
	Accounts Receivable:	
132	Interfund Receivable	10.99
141	A/R: State of NJ	126,905.86
		126,916.85
Resources		
301	Estimated Revenues (Control Account / Normal Debit Balance)	7,186,249.00
302	Revenues	(7,192,195.50)
		<u>(5,946.50)</u>
	Total assets and resources:	3,007,360.15

10 General Fund

Liabilities and Fund Equity

Liabilities			
402	Interfunds Payable	<u>10,932.83</u>	10,932.83
Fund Balance			
753	Appropriated		
	Reserve for Encumbrances		
754	Reserve for Encumbrances: Current	1,439,713.39	
	Reserve for Encumbrances: Prior		
601	Appropriations (Control Account/Normal Credit Balance)	7,588,660.18	
602	Expenditures	5,764,236.73	
603	Encumbrances	<u>1,439,713.39</u>	
	Less: Expenditures and Encumbrances	(7,203,950.12)	
	Total Appropriations		<u>1,824,423.45</u>
761	Reserved Fund Balance		
	Capital Reserve	210,900.00	
604	Add: Increase in Capital Reserve /Interest Deposit to Capital Reserve	1,000.00	
307	Less: Budgeted Withdrawal from Cap Reserve		<u>211,900.00</u>
764	Maintenance Reserve	149,100.00	
606	Add: Increase in Maintenance Reserve	<u>100.00</u>	<u>149,200.00</u>
766	Emergency Reserve	178,500.00	
607	Add: Increase in Current Expense Emergency Reserve/Interest Deposits	<u>100.00</u>	<u>178,600.00</u>
75X,76x	Other Reserves	<u>.00</u>	<u>539,700.00</u>
	Total Reserved Fund Balance:		
303	Unappropriated:		
	Budgeted Fund Balance	(370,085.00)	
770	Fund Balance	<u>1,002,388.87</u>	
	Total Unappropriated:		<u>632,303.87</u>
	Total Liabilities and Fund Balance		<u>3,007,360.15</u>

**Report of the Secretary to the Board of Education
Bradley Beach Board of Education
2022-23 April**

SECRET

10 General Fund

Recapitulation of Budgeted Fund Balance

	Budgeted	Actual	Variance
Appropriations	7,588,660.18	7,203,950.12	384,710.06
Revenues	(7,186,249.00)	(7,192,195.50)	(-5,946.50)
	402,411.18	11,754.62	390,656.56
Change in Capital Reserve:			
Plus: Increase in Capital Reserve /Interest Deposit to Capital Reserve (604)	1,000.00	1,000.00	.00
Less: Budgeted Withdrawal from Cap Reserve (307)	1,000.00	1,000.00	.00
Change in Maintenance Reserve:			
Plus: Increase in Maintenance Reserve (606)	100.00	100.00	.00
Less: Budgeted Withdrawal from Cap Reserve (307)	100.00	100.00	.00
Change in Emergency Reserve:			
Plus: Increase in Current Expense Emergency Reserve/Interest Deposits (607)	100.00	100.00	.00
Less: Reserve for Encumbrances: Prior Budgeted Fund Balance:	100.00	100.00	.00
	33,526.18	33,526.18	.00
	370,085.00	-20,571.56	390,656.56

10 General Fund

Interim Statements Comparing
 Budget Revenue with Actual to Date and
 Appropriations with Expenditures and Encumbrances to Date

Revenue/sources of funds	Budgeted Estimated	Actual To Date	Unrealized Balance	
1XXX From Local Sources	6,605,110.00	6,611,056.50	-5,946.50	
3XXX From State Sources	581,139.00	581,139.00	.00	
	7,186,249.00	7,192,195.50	-5,946.50	
Expenditures	Appropriations	Expenditures	Encumbrances	Available Balance
General Current Expenses				
11-1xx-100-xxx Regular Programs	2,283,814.00	1,741,149.81	428,716.98	113,947.21
11-2xx-100-xxx Special Education	1,000.00	.00	.00	1,000.00
11-240-100-xxx Bilingual Education	123,894.00	88,785.94	21,798.80	13,309.26
11-401-100-xxx School-sponsored Co/Extra-Curricular Activities	42,260.00	32,593.13	.00	9,666.87
11-402-100-xxx School-sponsored Athletics	50,311.00	40,392.48	880.44	9,038.08
	2,501,279.00	1,902,921.36	451,396.22	146,961.42
Undistributed Expenditures				
11-xxx-xxx-2xx Personal Services - Employee Benefits	563,538.00	465,909.19	85,451.28	12,177.53
11-000-xxx-xxx Other	4,458,646.18	3,339,738.28	900,394.29	218,513.61
	5,022,184.18	3,805,647.47	985,845.57	230,691.14
Capital Outlay				
12-000-4xx-xxx Facilities Acquisition and Construction Services	41,662.00	39,190.40	2,471.60	.00
	41,662.00	39,190.40	2,471.60	.00
Special Schools				
	.00	.00	.00	.00
Other				
11-* Other General Current Expense	23,535.00	16,477.50	.00	7,057.50
	23,535.00	16,477.50	.00	7,057.50
	7,588,660.18	5,764,236.73	1,439,713.39	384,710.06

10 General Fund
 Schedule Of Revenues
 Actual Compared with Estimated

	Estimated	Actual	Unrealized
Revenues from Local Sources			
10-1210 Ad Valorem Taxes - Local Tax Levy	6,575,110.00	6,575,110.00	.00
10-1310 Tuition From Individuals	15,250.00	14,683.00	567.00
10-1510 Interest On Investments	1,200.00	1,200.00	.00
10-1990 Miscellaneous Revenue from Local Sources	13,550.00	20,063.50	-6,513.50
	6,605,110.00	6,611,056.50	-5,946.50
Revenues from State Sources			
10-3121 Categorical Transportation Aid	85,575.00	85,575.00	.00
10-3132 Categorical Special Education Aid	221,110.00	221,110.00	.00
10-3177 Categorical Security Aid	134,097.00	134,097.00	.00
10-3178 Adjustment Aid	140,357.00	140,357.00	.00
	581,139.00	581,139.00	.00

7,186,249.00 **7,192,195.50** **-5,946.50**

10 General Fund

Statement of Appropriations
 Compared with Expenditures and Encumbrances

	Appropriations	Expenditures	Encumbrances	Available Balance
Regular Programs - Instruction				
Local Contribution - Transfer to Special Revenue Fund - Inclusion	83,142.00	83,142.00	.00	.00
Kindergarten - Salaries of Teachers	162,878.00	126,063.20	30,969.20	5,845.60
Grades 1-5 - Salaries of Teachers	995,067.00	745,181.69	190,566.13	59,319.18
Grades 6-8 - Salaries of Teachers	898,527.00	677,964.70	188,380.87	32,181.43
Health Benefits	524,014.00	432,155.56	80,360.21	11,498.23
	2,663,628.00	2,064,507.15	490,276.41	108,844.44
Regular Programs - Home Instruction				
Salaries of Teachers	1,000.00	.00	.00	1,000.00
	1,000.00	.00	.00	1,000.00
Regular Programs - Undistributed Instruction				
Other Purchased Services (400-500 series)	12,500.00	2,569.00	7,839.00	2,092.00
General Supplies	87,700.00	72,190.61	7,263.86	8,245.53
Other Objects	43,000.00	34,038.61	3,697.92	5,263.47
Workmen's Compensation	7,000.00	7,000.00	.00	.00
	150,200.00	115,798.22	18,800.78	15,601.00
Special Education - Home Instruction				
Salaries of Teachers	1,000.00	.00	.00	1,000.00
	1,000.00	.00	.00	1,000.00
Bilingual Education - Instruction				
Salaries of Teachers	123,094.00	88,166.20	21,798.80	13,129.00
General Supplies	800.00	619.74	.00	180.26
Health Benefits	32,524.00	26,753.63	5,091.07	679.30
	156,418.00	115,539.57	26,889.87	13,988.56
School - Sponsored Co-curricular and Extra-curricular Activities				
Salaries	35,127.00	25,916.30	.00	9,210.70
Supplies and Materials	250.00	121.83	.00	128.17
Other Objects	6,883.00	6,555.00	.00	328.00
	42,260.00	32,593.13	.00	9,666.87
School - Sponsored Athletics				

Report of the Secretary to the Board of Education
 Bradley Beach Board of Education
 2022-23 April

	Appropriations	Expenditures	Encumbrances	Available Balance
11-402-100-100				
Salaries	27,811.00	22,500.00	.00	5,311.00
11-402-100-500	19,000.00	17,572.50	.00	1,427.50
Purchased Services (300-500 series)				
Supplies and Materials	3,500.00	319.98	880.44	2,299.58
11-402-100-600	50,311.00	40,392.48	880.44	9,038.08
Summer School				
Salaries of Teacher Tutors	23,535.00	16,477.50	.00	7,057.50
11-422-100-178	23,535.00	16,477.50	.00	7,057.50
UNDISTRIBUTED EXPENDITURES				
Instruction				
Tuition to Other LEAs Within the State-Regular	1,237,258.00	920,172.50	307,592.50	9,493.00
11-000-100-561				
Tuition to Other LEAs Within the State-Special	328,790.00	207,232.29	111,557.71	10,000.00
11-000-100-562				
Tuition to County Vocational School District - Regular	64,195.00	44,936.50	19,258.50	.00
11-000-100-563				
Tuition to County Vocational School District - Special	37,452.00	21,534.90	15,917.10	.00
11-000-100-564				
Tuition to APSSD Within the State	37,406.00	21,386.75	16,019.04	.21
11-000-100-566				
Tuition - State Facilities	40,270.00	30,355.20	9,914.80	.00
11-000-100-568	1,745,371.00	1,245,618.14	480,259.65	19,493.21
Attendance and Social Work Services				
Salaries	61,593.00	44,312.28	13,412.79	3,867.93
11-000-211-100				
Salaries of Family Liaisons/Community Parent Involvement Specialists	2,000.00	491.40	.00	1,508.60
11-000-211-173				
Social Security Contributions	4,047.00	2,170.28	1,876.72	.00
11-000-211-220				
Health Benefits	21,189.00	12,976.50	.00	8,212.50
11-000-211-270				
Supplies and Materials	1,300.00	777.65	499.00	23.35
11-000-211-600	90,129.00	60,728.11	15,788.51	13,612.38
Health Services				
Salaries	67,073.00	52,261.84	11,680.00	3,131.16
11-000-213-100				
Social Security Contributions	356.00	356.00	.00	.00
11-000-213-220				
Health Benefits	11,757.00	7,329.72	.00	4,427.28
11-000-213-270				
Purchased Professional and Technical Services	5,000.00	3,600.00	.00	1,400.00
11-000-213-300				
Supplies and Materials	2,385.00	1,970.91	.00	414.09
11-000-213-600	715.00	239.00	.00	476.00
11-000-213-800	87,286.00	65,757.47	11,680.00	9,848.53
Speech/Occupational Therapy/Physical Therapy and Related Services				
Salaries	62,494.00	49,928.00	12,482.00	84.00
11-000-216-100				
Purchased Professional - Educational Services	49,451.00	38,141.25	11,118.75	191.00
11-000-216-320				
Supplies and Materials	500.00	407.24	7.23	85.53
11-000-216-600				
Health Benefits	40,032.00	31,616.39	7,113.60	1,302.01
11-000-216-270				

Report of the Secretary to the Board of Education
 Bradley Beach Board of Education
 2022-23 April

	Appropriations	Expenditures	Encumbrances	Available Balance
Extraordinary Services	152,477.00	120,092.88	30,721.58	1,662.54
Salaries	93,167.00	44,707.36	11,957.44	36,502.20
Health Benefits	72,585.00	51,274.38	10,673.28	10,637.34
	165,752.00	95,981.74	22,630.72	47,139.54
Guidance Services				
Salaries of Other Professional Staff	29,166.00	20,336.65	8,612.75	216.60
Health Benefits	11,700.00	9,131.77	2,389.91	178.32
Supplies and Materials	850.00	818.32	5.57	26.11
	41,716.00	30,286.74	11,008.23	421.03
Child Study Teams				
Salaries of Other Professional Staff	149,732.00	122,167.40	27,435.60	129.00
Purchased Professional - Educational Services	2,500.00	.00	1,800.00	700.00
Supplies and Materials	9,000.00	8,268.15	209.00	522.85
Other Objects	2,230.00	1,910.60	12.13	307.27
Health Benefits	58,062.00	47,855.33	8,593.07	1,613.60
	221,524.00	180,201.48	38,049.80	3,272.72
Improvement of Instruction Services				
Salaries of Supervisor of Instruction	100,885.00	81,341.69	16,500.36	3,042.95
Salaries of Other Professional Staff	3,200.00	3,060.00	.00	140.00
Salaries of Secretaries and Clerical Assistants	19,726.00	17,995.32	86.92	1,643.76
Social Security Contributions	2,138.00	2,138.00	.00	.00
Supplies and Materials	1,000.00	259.92	499.00	241.08
Other Objects	1,050.00	1,050.00	.00	.00
	127,999.00	105,844.93	17,086.28	5,067.79
Instructional Staff Training Services				
Purchased Professional - Educational Services	1,000.00	1,000.00	.00	.00
Travel - All Other	2,000.00	1,535.00	80.00	385.00
	3,000.00	2,535.00	80.00	385.00
Support Services - General Administration				
Salaries	163,660.00	137,125.98	26,519.78	14.24
Legal Services (Note: APSSD - Not Litigation Related Legal Services)	4,297.00	2,437.50	.00	1,859.50
Audit Fees	25,500.00	24,000.00	1,500.00	.00
Architectural/Engineering Services	28,000.00	.00	28,000.00	.00
Other Purchased Professional Services	24,115.00	22,322.10	600.00	1,192.90
Communications / Telephone	9,630.00	8,029.71	965.33	634.96

Report of the Secretary to the Board of Education
 Bradley Beach Board of Education
 2022-23 April

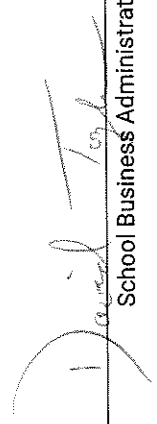
	Appropriations	Expenditures	Encumbrances	Available Balance
11-000-230-585				
11-000-230-590	3,525.00	3,370.00	99.00	56.00
	2,300.00	786.90	53.56	1,459.54
11-000-230-610	6,466.00	6,130.87	286.80	48.33
11-000-230-890	6,803.00	6,480.26	312.02	10.72
11-000-230-895	3,800.00	3,701.20	.00	98.80
	278,096.00	214,384.52	58,336.49	5,374.99
Support Services - School Administration				
11-000-240-103	10,965.00	9,127.85	1,832.98	4.17
	130.00	.00	.00	130.00
	1,070.00	1,070.00	.00	.00
	12,165.00	10,197.85	1,832.98	134.17
Central Services				
11-000-251-100	173,088.00	141,711.03	24,608.20	6,768.77
11-000-251-330	300.00	300.00	.00	.00
11-000-251-340	21,732.80	21,632.80	100.00	.00
11-000-251-600	4,000.00	2,233.90	1,146.59	619.51
11-000-251-890	4,000.00	3,157.54	221.99	620.47
	203,120.80	169,035.27	26,076.78	8,008.75
Administrative Information Technology				
11-000-252-100	1,570.00	.00	.00	1,570.00
11-000-252-600	5,590.95	2,055.12	3,025.01	510.82
	7,160.95	2,055.12	3,025.01	2,080.82
Required Maintenance for School Facilities				
11-000-261-100	33,120.00	17,263.42	3,453.58	12,403.00
11-000-261-420	129,778.18	109,585.89	9,025.37	11,166.92
11-000-261-610	18,744.25	16,436.37	1,582.16	725.72
11-000-261-800	26,065.00	16,680.25	.00	9,384.75
11-000-261-220	2,534.00	.00	.00	2,534.00
11-000-261-270	37,519.00	30,594.57	6,441.89	482.54
	247,760.43	190,560.50	20,503.00	36,696.93
Custodial Services				
11-000-262-100	182,250.00	148,789.71	28,804.68	4,655.61
11-000-262-107	32,225.00	19,363.06	.00	12,861.94
11-000-262-220	17,097.00	17,097.00	.00	.00
11-000-262-260	36,095.00	35,697.74	.00	397.26
11-000-262-270	54,424.00	45,092.20	8,692.60	639.20

Report of the Secretary to the Board of Education
 Bradley Beach Board of Education
 2022-23 April

	Appropriations	Expenditures	Encumbrances	Available Balance
11-000-262-300				270.71
11-000-262-490				14.00
11-000-262-520				7,144.51
11-000-262-610				2,278.13
11-000-262-621				.00
11-000-262-622				89.00
	498,365.00	412,508.16	57,506.48	28,350.36
Security				
11-000-266-420	8,000.00	4,385.72	1,550.74	2,063.54
11-000-266-610	3,000.00	420.00	1,823.99	756.01
	11,000.00	4,805.72	3,374.73	2,819.55
Student Transportation Services				
11-000-270-160	38,501.00	32,084.20	6,416.80	.00
11-000-270-503	14,500.00	6,887.09	7,154.00	458.91
11-000-270-512	100.00	.00	.00	100.00
11-000-270-513	65,953.00	54,362.63	11,416.35	174.02
11-000-270-515	34,460.00	25,800.18	8,624.35	35.47
11-000-270-517	83,710.00	52,828.54	28,881.46	2,000.00
11-000-270-518	52,500.00	40,610.54	11,889.46	.00
	289,724.00	212,573.18	74,382.42	2,768.40
Personnel Services - Unallocated Employee Benefits				
11-000-291-220	42,218.00	30,218.00	.00	12,000.00
11-000-291-241	99,734.00	92,441.78	5,665.22	1,627.00
11-000-291-260	5,000.00	5,000.00	.00	.00
11-000-291-270	67,906.00	57,695.69	8,278.41	1,931.90
11-000-291-280	6,000.00	3,000.00	.00	3,000.00
11-000-291-290	12,000.00	.00	.00	12,000.00
	232,858.00	188,355.47	13,943.63	30,558.90
Facilities Acquisition and Construction Services				
12-000-400-720	20,000.00	20,000.00	.00	.00
12-000-400-896	21,662.00	19,190.40	2,471.60	.00
	41,662.00	39,190.40	2,471.60	.00
Other Uses				

Report of the Secretary to the Board of Education
 Bradley Beach Board of Education
 2022-23 April

	Appropriations	Expenditures	Encumbrances	Available Balance
11-000-500-561				
Transfer of Funds to Charter Schools	43,142.00	28,216.00	14,108.00	818.00
Equipment	43,142.00	28,216.00	14,108.00	818.00
	.00	.00	.00	.00
Contribution (Transfer) of Funds to Charter Schools	.00	.00	.00	.00
General Fund	7,588,660.18	5,764,236.73	1,439,713.39	384,710.06



 School Business Administrator Signature



 Date

20 Special Revenue Fund

Assets and Liabilities

Assets		
101	Cash	(34,967.68)
	Accounts Receivable:	
132	Interfund Receivable	
141	A/R: State of NJ	66,514.95
Resources		
301	Estimated Revenues	1,974,388.77
302	Revenues	(815,701.06)
		<u>1,158,687.71</u>
	Total assets and resources:	1,190,234.98

20 Special Revenue Fund
Liabilities and Fund Equity

Liabilities			
481	Deferred Revenue	<u>1,033.45</u>	1,033.45
Fund Balance			
753	Appropriated		
	Reserve for Encumbrances		
754	Reserve for Encumbrances: Current	197,283.01	
	Reserve for Encumbrances: Prior		
601	Appropriations	1,974,873.77	
602	Expenditures	785,672.24	
603	Encumbrances	<u>197,283.01</u>	
	Less: Expenditures and Encumbrances	(982,955.25)	
	Total Appropriations		<u>1,189,201.53</u>
75X,76x	Reserved Fund Balance		
	Other Reserves	<u>.00</u>	.00
	Total Reserved Fund Balance:		
303	Unappropriated:		
	Budgeted Fund Balance		
770	Unassigned Fund Balance		
	Total Unappropriated:		<u>.00</u>
	Total Liabilities and Fund Balance		<u><u>1,190,234.98</u></u>

20 Special Revenue Fund
Recapitulation of Budgeted Fund Balance

	Budgeted	Actual	Variance
Appropriations	1,974,873.77	982,955.25	991,918.52
Revenues	(1,974,388.77)	(815,701.06)	(1,158,687.71)
	485.00	167,254.19	(166,769.19)
Less: Reserve for Encumbrances: Prior	485.00	485.00	.00
Budgeted Fund Balance:	.00	166,769.19	-166,769.19

20 Special Revenue Fund

Interim Statements Comparing
 Budget Revenue with Actual to Date and
 Appropriations with Expenditures and Encumbrances to Date

Revenue/sources of funds	Budgeted Estimated	Actual To Date	Unrealized Balance	
1XXX From Local Sources	6,507.44	5,473.99	1,033.45	
3XXX From State Sources	344,808.00	338,148.00	6,660.00	
4XXX From Federal Sources	1,539,931.33	388,937.07	1,150,994.26	
5XXX From Other Sources	83,142.00	83,142.00	.00	
	1,974,388.77	815,701.06	1,158,687.71	
Expenditures	Appropriations	Expenditures	Encumbrances	Available Balance
20-* Local Projects				
Other Special Revenue Fund	13,652.44	1,657.38	4,340.00	7,655.06
	13,652.44	1,657.38	4,340.00	7,655.06
20-218-xxx-xxx State Projects				
Preschool Education Aid	415,710.00	333,651.76	79,792.66	2,265.58
SDA Emergent Needs and Capital Maint	5,580.00	.00	5,580.00	.00
	421,290.00	333,651.76	85,372.66	2,265.58
20-23x-xxx-xxx Federal Projects				
ESSA Title I, Part A	115,042.00	74,866.08	18,731.92	21,444.00
ESSA Title III	10,190.00	5,359.80	1,270.20	3,560.00
I.D.E.A. Part B	122,716.00	78,933.96	20,858.04	22,924.00
ESSA Title IIA / IID	14,633.13	8,410.13	1,335.00	4,888.00
ESSA Title IV	16,375.00	6,258.13	5,435.87	4,681.00
CRRSA Act-ESSER II Grant Program	181,697.82	133,647.64	24,733.52	23,316.66
CRRSA Act-Learning Acceleration Grant Program	3,260.00	420.00	59.70	2,780.30
CRRSA Act-Mental Health Grant Program	2,751.00	.00	.00	2,751.00
ARP-ESSER Grant Program	919,123.89	102,915.20	25,728.80	790,479.89
ARP ESSER Subgrant (ALCES)	29,600.00	14,660.87	.00	14,939.13
ARP ESSER Subgrant (EBSLEA)	40,000.00	.00	.00	40,000.00
ARP Evidence Based Learning Beyond the Sch Day	39,542.49	4,555.44	1,822.55	33,164.50
20-491-xxx-xxx ARP ESSER Subgrant (NJTSS)	45,000.00	20,335.85	7,594.75	17,069.40
	1,539,931.33	450,363.10	107,570.35	981,997.88
	1,974,873.77	785,672.24	197,283.01	991,918.52

Report of the Secretary to the Board of Education
Bradley Beach Board of Education
2022-23 April

20 Special Revenue Fund
Schedule Of Revenues
Actual Compared with Estimated

	Estimated	Actual	Unrealized
Revenues from Local Sources			
Revenue from Local Sources	6,507.44	5,473.99	1,033.45
	6,507.44	5,473.99	1,033.45
Revenues from State Sources			
Preschool Education Aid and Prior Year Carryover	332,568.00	332,568.00	.00
SDA Emergent Needs and Capital Maint in School Districts	5,580.00	5,580.00	.00
Climate Awareness Education Grant	6,660.00	.00	6,660.00
	344,808.00	338,148.00	6,660.00
Revenues from Federal Sources			
Title I-Part A	115,042.00	65,509.00	49,533.00
I.D.E.A. Part B	122,716.00	69,105.00	53,611.00
Title II-A	14,633.13	7,452.00	7,181.13
Title IV - Part A - Student Support and Acad Enrichment	16,375.00	4,992.00	11,383.00
Title III	10,190.00	4,725.00	5,465.00
CRRSA Act - ESSER II	181,697.82	118,871.36	62,826.46
CRRSA Act - Learning Acceleration Grant	3,260.00	420.00	2,840.00
CRRSA Act - Mental Health Grant	2,751.00	.00	2,751.00
ARP-ESSR	919,123.89	90,050.71	829,073.18
ARP ESSER Accelerated Learning Coaching/Ed Support	29,600.00	7,460.00	22,140.00
ARP ESSER Evid-Based Sum Learning & Enrichment Act	40,000.00	.00	40,000.00
ARP ESSER Evid-Based Comp Beyond the School Day Act	39,542.49	3,186.00	36,356.49
ARP ESSER NJTSS Mental Health Support Staffing	45,000.00	17,166.00	27,834.00
	1,539,931.33	388,937.07	1,150,994.26
Revenues from Other Financing Sources			
Interfund Transfers	83,142.00	83,142.00	.00
	83,142.00	83,142.00	.00
	1,974,388.77	815,701.06	1,158,687.71

20 Special Revenue Fund
Statement of Appropriations
Compared with Expenditures and Encumbrances

	Appropriations	Expenditures	Encumbrances	Available Balance
Other Local Projects				
Program Expenditures	6,992.44	1,657.38	4,340.00	995.06
	6,992.44	1,657.38	4,340.00	995.06
Preschool Education				
Salaries of Teachers	222,276.00	177,820.80	44,455.20	.00
Other Salaries for Instruction	53,884.00	43,133.60	10,750.40	.00
Salaries of Supervisors of Instruction	40,200.00	33,499.90	6,700.10	.00
Salaries of Other Professional Staff	13,709.00	10,967.20	2,741.80	.00
Personal Services - Employee Benefits	81,641.00	67,230.26	12,145.16	2,265.58
Other Purchased Professional Services	4,000.00	1,000.00	3,000.00	.00
	415,710.00	333,651.76	79,792.66	2,265.58
ESSA Title I, Part A				
Salaries of Teachers	76,690.00	61,352.00	15,338.00	.00
Employee Benefits	18,352.00	2,918.08	744.92	14,689.00
	95,042.00	64,270.08	16,082.92	14,689.00
ESSA Title I, Part A				
Salaries of Teachers	13,245.00	10,596.00	2,649.00	.00
Employee Benefits	6,755.00	.00	.00	6,755.00
	20,000.00	10,596.00	2,649.00	6,755.00
ESSA Title III				
Salaries of Teachers	6,351.00	5,080.80	1,270.20	.00
Employee Benefits	3,239.00	.00	.00	3,239.00
Other Purchased Services	500.00	279.00	.00	221.00
Supplies and Materials	100.00	.00	.00	100.00
	10,190.00	5,359.80	1,270.20	3,560.00
IDEA Part B				
Salaries of Teachers	33,000.00	26,629.00	6,371.00	.00
Salaries - Other	53,752.00	42,464.08	11,287.92	.00
Employee Benefits	20,942.00	3,248.48	863.52	16,830.00
Professional Technical Services	12,111.00	5,050.00	1,950.00	5,111.00
	119,805.00	77,391.56	20,472.44	21,941.00

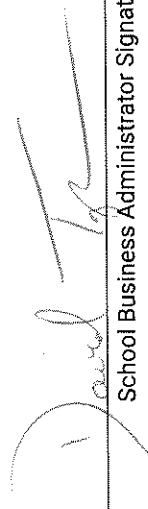
IDEA Part B

Report of the Secretary to the Board of Education
 Bradley Beach Board of Education
 2022-23 April

	Appropriations	Expenditures	Encumbrances	Available Balance
20-252-100-101	1,928.00	1,542.40	385.60	.00
20-252-200-200	983.00	.00	.00	983.00
	2,911.00	1,542.40	385.60	983.00
ESSA Title IIA / IID				
20-270-200-580	10,886.00	4,663.00	1,335.00	4,888.00
	10,886.00	4,663.00	1,335.00	4,888.00
ESSA Title IIA / IID				
20-271-200-320	3,747.13	3,747.13	.00	.00
	3,747.13	3,747.13	.00	.00
ESSA Title IV				
20-280-100-100	2,794.00	.00	.00	2,794.00
20-280-100-600	500.00	.00	500.00	.00
20-280-200-220	214.00	.00	.00	214.00
20-280-200-320	4,992.00	4,992.00	.00	.00
20-280-200-580	1,275.00	.00	.00	1,275.00
20-280-200-600	225.00	225.00	.00	.00
	10,000.00	5,217.00	500.00	4,283.00
ESSA Title IV				
20-281-100-600	5,419.00	762.13	4,656.87	.00
20-281-200-580	956.00	279.00	279.00	398.00
	6,375.00	1,041.13	4,935.87	398.00
Climate Awareness Education Grant				
20-471-100-600	6,660.00	.00	.00	6,660.00
	6,660.00	.00	.00	6,660.00
CRRSA Act-ESSER II Grant Program				
20-483-100-101	181,697.82	133,647.64	24,733.52	23,316.66
	181,697.82	133,647.64	24,733.52	23,316.66
CRRSA Act-Learning Acceleration Grant Program				
20-484-100-101	3,260.00	420.00	59.70	2,780.30
	3,260.00	420.00	59.70	2,780.30
CRRSA Act-Mental Health Grant Program				
20-485-200-320	2,751.00	.00	.00	2,751.00
	2,751.00	.00	.00	2,751.00
ARP-ESSER Grant Program				
20-487-100-101	919,123.89	102,915.20	25,728.80	790,479.89
	919,123.89	102,915.20	25,728.80	790,479.89

Report of the Secretary to the Board of Education
 Bradley Beach Board of Education
 2022-23 April

	Appropriations	Expenditures	Encumbrances	Available Balance
ARP ESSER Subgrant (ALCES)				
20-488-200-320 Program Expenditures	29,600.00	14,660.87	.00	14,939.13
	29,600.00	14,660.87	.00	14,939.13
ARP ESSER Subgrant (EBSLEA)				
20-489-100-101 Program Expenditures	40,000.00	.00	.00	40,000.00
	40,000.00	.00	.00	40,000.00
ARP Evidence Based Learning Beyond the School Day				
20-490-100-100 Program Expenditures	39,542.49	4,555.44	1,822.55	33,164.50
	39,542.49	4,555.44	1,822.55	33,164.50
ARP ESSER Subgrant (NJTSS)				
20-491-200-104 Program Expenditures	45,000.00	20,335.85	7,594.75	17,069.40
	45,000.00	20,335.85	7,594.75	17,069.40
SDA Emergent Needs and Capital Maintenance in School Districts				
20-492-400-730 Program Expenditures	5,580.00	.00	5,580.00	.00
	5,580.00	.00	5,580.00	.00
Special Revenue Fund	1,974,873.77	785,672.24	197,283.01	991,918.52


 School Business Administrator Signature

5/1/23
 Date

30 Capital Projects Fund
Assets and Liabilities

Assets	
101	Cash
Resources	
301	Estimated Revenues
302	Revenues
	<u>.00</u>

Total assets and resources:

30 Capital Projects Fund

Liabilities and Fund Equity

Liabilities		.00
Fund Balance		
	Appropriated	
	Reserve for Encumbrances	
753	Reserve for Encumbrances: Current	
754	Reserve for Encumbrances: Prior	
601	Appropriations	
602	Expenditures	
603	Encumbrances	
	Less: Expenditures and Encumbrances	
	Total Appropriations	.00
	Reserved Fund Balance	
75X,76x	Other Reserves	.00
	Total Reserved Fund Balance:	.00
	Unappropriated:	
303	Budgeted Fund Balance	
770	Fund Balance	
	Total Unappropriated:	.00

Total Liabilities and Fund Balance

30 Capital Projects Fund
Recapitulation of Budgeted Fund Balance

	Budgeted	Actual	Variance
Appropriations	.00	.00	.00
Revenues	(.00)	(.00)	(.00)
	.00	.00	.00
Less: Reserve for Encumbrances: Prior			
Budgeted Fund Balance:	.00	.00	.00

30 Capital Projects Fund

Interim Statements Comparing

Budget Revenue with Actual to Date and
 Appropriations with Expenditures and Encumbrances to Date

Revenue/sources of funds	Budgeted Estimated	Actual To Date	Unrealized Balance
	.00	.00	.00
Expenditures	Appropriations	Expenditures	Encumbrances
			Available Balance

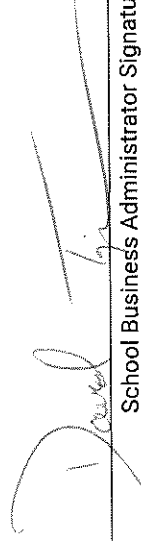
30 Capital Projects Fund
Schedule Of Revenues
Actual Compared with Estimated

Estimated	Actual	Unrealized
.00	.00	.00


30 Capital Projects Fund

Statement of Appropriations
Compared with Expenditures and Encumbrances

Capital Projects Fund	Appropriations	Expenditures	Encumbrances	Available Balance
	.00	.00	.00	.00



School Business Administrator Signature



Date

40 Debt Service Fund

Assets and Liabilities

Assets		
101	Cash	140,173.57
121	Tax Levy Receivable	30,986.00
Resources		
301	Estimated Revenues	174,300.00
302	Revenues	(174,300.00)
		<u>.00</u>
	Total assets and resources:	171,159.57

40 Debt Service Fund

Liabilities and Fund Equity

Liabilities .00

Fund Balance

753 Appropriated Reserve for Encumbrances
 754 Reserve for Encumbrances: Current
 Reserve for Encumbrances: Prior

601 Appropriations 174,300.00
 602 Expenditures 3,150.00
 603 Encumbrances (3,150.00)

Less: Expenditures and Encumbrances 171,150.00

Total Appropriations

75X,76x Reserved Fund Balance .00
 Other Reserves .00
 Total Reserved Fund Balance: .00

Unappropriated:
 303 Budgeted Fund Balance
 770 Fund Balance 9.57
 Total Unappropriated: 9.57

Total Liabilities and Fund Balance 171,159.57

40 Debt Service Fund
Recapitulation of Budgeted Fund Balance

	Budgeted	Actual	Variance
Appropriations	174,300.00	3,150.00	171,150.00
Revenues	(174,300.00)	(174,300.00)	(.00)
	.00	(171,150.00)	171,150.00
Less: Reserve for Encumbrances: Prior Budgeted Fund Balance:	.00	-171,150.00	171,150.00

40 Debt Service Fund

Interim Statements Comparing
 Budget Revenue with Actual to Date and
 Appropriations with Expenditures and Encumbrances to Date

Revenue/sources of funds	Budgeted Estimated	Actual To Date	Unrealized Balance	
1XXX From Local Sources	174,300.00	174,300.00	.00	
	174,300.00	174,300.00	.00	
Expenditures	Appropriations	Expenditures	Encumbrances	Available Balance
Repayment of Debt				
40-701-510-xxx Repayment of Debt - Regular	174,300.00	3,150.00	.00	171,150.00
	174,300.00	3,150.00	.00	171,150.00
Other				
40-* Other Debt Service Fund	.00	.00	.00	.00
	.00	.00	.00	.00
	174,300.00	3,150.00	.00	171,150.00

40 Debt Service Fund
Schedule Of Revenues
Actual Compared with Estimated

	Estimated	Actual	Unrealized
Revenues from Local Sources			
Ad Valorem Taxes - Local Tax Levy	174,300.00	174,300.00	.00
	174,300.00	174,300.00	.00
	174,300.00	174,300.00	.00

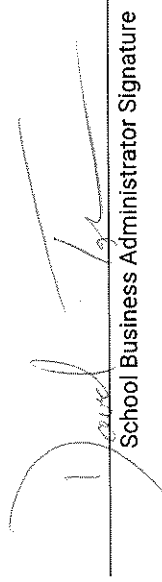
40-1210

40 Debt Service Fund

**Statement of Appropriations
 Compared with Expenditures and Encumbrances**

	Appropriations	Expenditures	Encumbrances	Available Balance
Regular Debt Service				
Redemption of Principal-Early Retirement Bonds	168,000.00	.00	.00	168,000.00
Interest on Bonds	6,300.00	3,150.00	.00	3,150.00
	174,300.00	3,150.00	.00	171,150.00
Debt Service Fund	174,300.00	3,150.00	.00	171,150.00

40-701-510-910
 40-701-510-834


 School Business Administrator Signature


Date

5/1/23

REPORT OF THE TREASURER TO THE BRADLEY BEACH BOARD OF EDUCATION
FOR THE MONTH ENDING 4/30/23

FUNDS	CASH BALANCE	CASH RECEIPTS THIS MONTH	CASH DISBURSEMENTS THIS MONTH	ENDING CASH BALANCE(1+2-3)
GENERAL FUND--FUND 10	\$1,784,086.57	\$706,349.64	\$772,954.41	\$1,717,481.80
SPECIAL REVENUE FUND--FUND 20	(\$21,844.46)	\$89,292.58	\$102,415.80	(\$34,967.68)
CAPITAL PROJECTS FUND--FUND 30	\$0.00	\$0.00	\$0.00	\$0.00
DEBT SERVICE FUND--FUND 40	\$124,680.57	\$15,493.00	\$0.00	\$140,173.57
TOTAL GOVERNMENTAL FUNDS	\$1,886,922.68	\$811,135.22	\$875,370.21	\$1,822,687.69
ENTERPRISE FUND--FUND 5X	\$26,582.01	\$19,879.27	\$14,520.54	\$31,940.74
PAYROLL	\$99.64	\$226,622.56	\$226,615.41	\$106.79
PAYROLL AGENCY	\$158,853.14	\$186,348.07	\$169,634.50	\$175,566.71
UNEMPLOYMENT TRUST	\$37,245.07	\$3,508.23	\$0.00	\$40,753.30
TOTAL TRUST & AGENCY FUNDS	\$196,197.85	\$416,478.86	\$396,249.91	\$216,426.80
TOTAL ALL FUNDS	\$2,109,702.54	\$1,247,493.35	\$1,286,140.66	\$2,071,055.23

PREPARED & SUBMITTED BY


TREASURER OF SCHOOL MONEYS

5/9/2023
DATE

BRADLEY BEACH BOARD OF EDUCATION BANK RECONCILIATION--CASH ACCOUNT

BANK: BANK OF AMERICA

ACCOUNT #726-0100062

STATEMENT DATE: 4/30/23

\$2,244,263.17

BALANCE PER BANK			
ADDITIONS: DEPOSITS IN TRANSIT	DATE	AMOUNT	
REIMBURSEMENT DUE FOR		\$0.00	
		\$0.00	
		\$0.00	
TOTAL DEPOSITS IN TRANSIT			\$0.00
DEDUCTIONS: OUTSTANDING CHECKS		AMOUNT	
		\$421,575.46	
OTHER		\$0.00	
TOTAL DEDUCTIONS		\$421,575.48	
NET RECONCILING ITEMS			(\$421,575.48)
ADJUSTED BALANCE PER BANK			\$1,822,687.69

BALANCE PER BOARD SECRETARY'S RECORDS AS OF _____

RECONCILING ITEMS:

ADDITIONS

INTEREST EARNED _____

OTHER (EXPLAIN) _____

TOTAL ADDITIONS _____

DEDUCTIONS

BANK CHARGES _____

OTHER (EXPLAIN) _____

TOTAL DEDUCTIONS _____

NET RECONCILING ITEMS _____

ADJUSTED BOARD SECRETARY'S BALANCE AS OF _____

BANK OF AMERICA CERTIFICATES OF DEPOSIT: _____ \$0.00

BRADLEY BEACH BOARD OF EDUCATION BANK RECONCILIATION--PAYROLL/AGENCY

BANK: BANK OF AMERICA

ACCOUNT #726-0102200

STATEMENT DATE: 4/30/23

\$187,368.77

BALANCE PER BANK			
ADDITIONS: DEPOSITS IN TRANSIT	DATE	AMOUNT	
		\$0.00	
		\$0.00	
		\$0.00	
TOTAL DEPOSITS IN TRANSIT			\$0.00
DEDUCTIONS: OUTSTANDING CHECKS		AMOUNT	
OTHER		\$11,802.06	
TOTAL DEDUCTIONS		\$11,802.06	
NET RECONCILING ITEMS			(\$11,802.06)
ADJUSTED BALANCE PER BANK			\$175,566.71

BALANCE PER BOARD SECRETARY'S RECORDS AS OF _____

RECONCILING ITEMS:

ADDITIONS

INTEREST EARNED _____

OTHER (EXPLAIN) _____

TOTAL ADDITIONS _____

DEDUCTIONS

BANK CHARGES _____

OTHER (EXPLAIN) _____

TOTAL DEDUCTIONS _____

NET RECONCILING ITEMS _____

ADJUSTED BOARD SECRETARY'S BALANCE AS OF _____

BRADLEY BEACH BOARD OF EDUCATION BANK RECONCILIATION--PAYROLL ACCOUNT

BANK: BANK OF AMERICA
ACCOUNT #726-0100089

STATEMENT DATE: 4/30/23

BALANCE PER BANK			\$4,167.73
ADDITIONS: DEPOSITS IN TRANSIT	DATE	AMOUNT	
		\$0.00	
		\$0.00	
		\$0.00	
TOTAL DEPOSITS IN TRANSIT		\$0.00	
		AMOUNT	
DEDUCTIONS: OUTSTANDING CHECKS		\$4,060.94	
OTHER		\$0.00	
TOTAL DEDUCTIONS		\$4,060.94	
NET RECONCILING ITEMS			(\$4,060.94)
ADJUSTED BALANCE PER BANK			\$106.79

BALANCE PER BOARD SECRETARY'S RECORDS AS OF _____

RECONCILING ITEMS:

ADDITIONS

INTEREST EARNED _____

OTHER (EXPLAIN) _____

TOTAL ADDITIONS _____

DEDUCTIONS

BANK CHARGES _____

OTHER (EXPLAIN) _____

TOTAL DEDUCTIONS _____

NET RECONCILING ITEMS _____

ADJUSTED BOARD SECRETARY'S BALANCE AS OF _____

BRADLEY BEACH BOARD OF EDUCATION BANK RECONCILIATION--UNEMPLOYMENT INSURANCE

BANK: BANK OF AMERICA
ACCOUNT #726-0101875

STATEMENT DATE: 4/30/23

BALANCE PER BANK			\$40,753.30
ADDITIONS: DEPOSITS IN TRANSIT	DATE	AMOUNT	
		\$0.00	
		\$0.00	
		\$0.00	
TOTAL DEPOSITS IN TRANSIT		\$0.00	
		AMOUNT	
DEDUCTIONS: OUTSTANDING CHECKS		\$0.00	
OTHER		\$0.00	
TOTAL DEDUCTIONS		\$0.00	
NET RECONCILING ITEMS			\$0.00
ADJUSTED BALANCE PER BANK			\$40,753.30

BALANCE PER BOARD SECRETARY'S RECORDS AS OF _____

RECONCILING ITEMS:

ADDITIONS

INTEREST EARNED _____

OTHER (EXPLAIN) _____

TOTAL ADDITIONS _____

DEDUCTIONS

BANK CHARGES _____

OTHER (EXPLAIN) _____

TOTAL DEDUCTIONS _____

NET RECONCILING ITEMS _____

ADJUSTED BOARD SECRETARY'S BALANCE AS OF _____

BRADLEY BEACH BOARD OF EDUCATION BANK RECONCILIATION--CAFETERIA ACCT.
 BANK: BANK OF AMERICA
 ACCOUNT #726-0101344

STATEMENT DATE: 4/30/23

BALANCE PER BANK			\$31,940.74
ADDITIONS: DEPOSITS IN TRANSIT	DATE	AMOUNT	
		\$0.00	
		\$0.00	
		\$0.00	
TOTAL DEPOSITS IN TRANSIT		\$0.00	
		AMOUNT	
DEDUCTIONS: OUTSTANDING CHECKS		\$0.00	
		\$0.00	
OTHER		\$0.00	
TOTAL DEDUCTIONS		\$0.00	
NET RECONCILING ITEMS		\$0.00	
ADJUSTED BALANCE PER BANK			\$31,940.74

BALANCE PER BOARD SECRETARY'S RECORDS AS OF _____

RECONCILING ITEMS:

ADDITIONS

INTEREST EARNED _____

OTHER (EXPLAIN) _____

TOTAL ADDITIONS _____

DEDUCTIONS

BANK CHARGES _____

OTHER (EXPLAIN) _____

TOTAL DEDUCTIONS _____

NET RECONCILING ITEMS _____

OUTSTANDING CHECKS AS OF 4/30/23
SALARY CASH ACCOUNT #726-0100089

CHECK #	AMOUNT	CHECK #	AMOUNT
37267	\$180.57		
37312	\$1,130.27		
37314	\$792.53		
37317	\$1,957.57		

GRAND TOTAL, SALARY ACCOUNT

\$4,060.94

OUTSTANDING CHECKS AS OF 4/30/23
 CASH ACCOUNT #726-0100062

CHECK #	AMOUNT	CHECK #	AMOUNT
21366	\$429.38	21595	\$2,210.00
21400	\$150.00	21596	\$4,590.00
21466	\$4.99	21597	\$49.25
21539	\$550.00	21598	\$157.28
21540	\$70.40	21599	\$16,383.41
21541	\$90.00	21600	\$248.14
21543	\$50.00	21601	\$511.00
21545	\$424.00	21602	\$442.39
21546	\$239.62	21603	\$1,094.50
21547	\$1,818.20	21604	\$1,792.85
21550	\$319.98		
21551	\$558.00		
21553	\$7,054.00		
21554	\$175.00		
21556	\$1,250.00		
21558	\$125.00		
21559	\$540.00		
21560	\$1,430.07		
21561	\$237.42		
21562	\$252.00		
21563	\$95,728.73		
21564	\$4,297.93		
21565	\$279.00		
21566	\$208.25		
21568	\$75.00		
21570	\$22,792.58		
21571	\$1,377.27		
21574	\$125.00		
21576	\$462.50		
21577	\$183,627.64		
21578	\$546.59		
21579	\$4,496.73		
21580	\$275.00		
21581	\$2,108.00		
21582	\$7,675.79		
21583	\$101.89		
21584	\$1,350.00		
21585	\$323.91		
21586	\$169.98		
21587	\$40,454.41		
21588	\$25.85		
21589	\$28.10		
21590	\$3,140.58		
21591	\$291.92		
21592	\$762.13		
21593	\$7,200.00		
21594	\$403.80		

OUTSTANDING CHECKS AS OF 4/30/23
 PAYROLL/AGENCY ACCOUNT # 0072-6010-2200

CHECK #	AMOUNT	CHECK #	AMOUNT
7505	\$6,132.50		
7506	\$44.62		
7507	\$5,214.74		
7508	\$410.20		

Appropriation Adjustments and Transfers for 2022-23 04/01/2023 - 04/30/2023

[Adjustment] Tx: 24004 to record April transfers

Date	Fund	Act #	Act Desc	Type	Pre	Adjustment	Post
4/28/2023	11	11-000-230-530-00	Communications-telephone	Adjustment	7,130.00	-300.00	6,830.00
4/28/2023	11	11-000-230-610-00	General Supplies	Adjustment	6,266.00	200.00	6,466.00
4/28/2023	11	11-000-230-890-00	Miscellaneous expenditures	Adjustment	6,703.00	100.00	6,803.00
4/28/2023	11	11-000-251-100-00	Salaries: Business Office	Adjustment	166,088.00	7,000.00	173,088.00
4/28/2023	11	11-000-252-100-00	Salaries: Technology	Adjustment	8,570.00	-7,000.00	1,570.00
4/28/2023	11	11-000-261-800-00	Other objects	Adjustment	20,065.00	6,000.00	26,065.00
4/28/2023	11	11-000-262-107-00	Lunch Aides	Adjustment	42,225.00	-6,000.00	36,225.00
4/28/2023	11	11-000-262-107-00	Lunch Aides	Adjustment	36,225.00	-4,000.00	32,225.00
4/28/2023	11	11-000-291-220-00	Social Security Contribution	Adjustment	30,218.00	12,000.00	42,218.00
4/28/2023	11	11-000-291-241-00	PERS Liability	Adjustment	93,362.00	-5,000.00	88,362.00
4/28/2023	11	11-000-291-280-00	Tuition Reimbursement	Adjustment	9,000.00	-3,000.00	6,000.00
							.00

**Board of Education
Bills and Claims
Batch 23-0273 May Board Meeting (5/1/2023)**

Attachment XVI-P

Vendor Name	Account Number	Id	PO Number	Description	Batch	Check #	Amount to Pay
A.A. Physical Therapy Services LLC	20-250-200-320-00	2006	PO-23-000195	Service Inv: APRIL	23-0273	21605	400.00
							400.00
Alliance Commercial Pest Control, Inc.	11-000-261-420-00	90060	PO-23-000020	Service Inv: 533657	23-0273	21606	25.00
Alliance Commercial Pest Control, Inc.	11-000-261-420-00	90060	PO-23-000020	Service Inv: 532797	23-0273	21606	70.00
Alliance Commercial Pest Control, Inc.	11-000-261-420-00	90060	PO-23-000020	Service Inv: 537009	23-0273	21606	10.00
							105.00
Ameriflex	11-000-251-340-00	AMERFL	PO-23-000180	Service Inv: 621030	23-0273	21607	50.00
							50.00
Asbury Park Press	11-000-230-339-00	1003	PO-23-000594	Service Inv: ASB 002112	23-0273	21608	395.36
							395.36
Bradley Beach BOE	12-000-400-896-00	429	PO-23-000193	Service Inv: MAY	23-0273	21609	2,166.20
							2,166.20
Bradley Beach BOE	11-000-100-568-00	BBSFAC	PO-23-000231	Tuition Inv: MAY	23-0273	21610	4,027.00
							4,027.00
Bureau of Education & Research	20-270-200-580-00	619	PO-23-000489	Service Inv: 5118558	23-0273	21611	777.00
Bureau of Education & Research	20-281-200-580-00	619	PO-23-000531	Service Inv: 5123329	23-0273	21611	279.00
Bureau of Education & Research	20-270-200-580-00	619	PO-23-000578	Service Inv: 5126236	23-0273	21611	279.00
Bureau of Education & Research	20-281-200-580-00	619	PO-23-000587	Service Inv: 5127201	23-0273	21611	279.00
							1,614.00
Carolina Biological	11-190-100-610-00	54	PO-23-000593	Supplies	23-0273	21612	863.41
							863.41
Courtney Hammell	11-402-100-600-00	COURT	PO-23-000604	Service	23-0273	21613	299.66
							299.66
Critical Response Group	11-000-266-610-00	CRIT	PO-23-000569	Service Inv: BBES5423	23-0273	21614	485.00

**Board of Education
Bills and Claims
Batch 23-0273 May Board Meeting (5/1/2023)**

Vendor Name	Account Number	ID	PO Number	Description	Batch	Check #	Amount to Pay
Delisa Demolition and Disposal	11-000-261-420-00	DELISA	PO-23-000042	Service Inv: 260550	23-0273	21615	469.35
							469.35
First Student/Laidlaw Bus Company	11-190-100-500-00	1880	PO-23-000635	Service	23-0273	21616	560.00
							560.00
Go To Technologies	11-000-266-610-00	50	PO-23-000563	Supplies Inv: 60001435440	23-0273	21617	839.99
							839.99
Horizon Blue Cross Blue Shield of New Jersey	11-000-211-270-00	HORIZO	PO-23-000024	Service	23-0273	21618	.00
Horizon Blue Cross Blue Shield of New Jersey	11-000-213-270-00	HORIZO	PO-23-000024	Service	23-0273	21618	.00
Horizon Blue Cross Blue Shield of New Jersey	11-000-216-270-00	HORIZO	PO-23-000024	Service Inv: MAY 2023	23-0273	21618	3,408.50
Horizon Blue Cross Blue Shield of New Jersey	11-000-217-270-00	HORIZO	PO-23-000024	Service	23-0273	21618	4,936.54
Horizon Blue Cross Blue Shield of New Jersey	11-000-218-270-00	HORIZO	PO-23-000024	Service	23-0273	21618	1,205.47
Horizon Blue Cross Blue Shield of New Jersey	11-000-219-270-00	HORIZO	PO-23-000024	Service	23-0273	21618	6,069.97
Horizon Blue Cross Blue Shield of New Jersey	11-000-261-270-00	HORIZO	PO-23-000024	Service	23-0273	21618	3,408.50
Horizon Blue Cross Blue Shield of New Jersey	11-000-262-270-00	HORIZO	PO-23-000024	Service	23-0273	21618	4,936.54
Horizon Blue Cross Blue Shield of New Jersey	11-000-291-270-00	HORIZO	PO-23-000024	Service	23-0273	21618	5,462.45
Horizon Blue Cross Blue Shield of New Jersey	11-110-100-270-00	HORIZO	PO-23-000024	Service	23-0273	21618	1,205.47
Horizon Blue Cross Blue Shield of New Jersey	11-120-100-270-00	HORIZO	PO-23-000024	Service	23-0273	21618	17,093.59
Horizon Blue Cross Blue Shield of New Jersey	11-130-100-270-00	HORIZO	PO-23-000024	Service	23-0273	21618	35,103.98
Horizon Blue Cross Blue Shield of New Jersey	11-240-100-270-00	HORIZO	PO-23-000024	Service	23-0273	21618	3,051.90
Horizon Blue Cross Blue Shield of New Jersey	20-218-200-200-00	HORIZO	PO-23-000024	Service	23-0273	21618	8,238.53
							94,121.44
Horizon Blue Cross/Blue Shield	11-000-211-270-00	DENTAL	PO-23-000033	Service	23-0273	21619	.00
Horizon Blue Cross/Blue Shield	11-000-213-270-00	DENTAL	PO-23-000033	Service	23-0273	21619	.00

**DRAUREY PEACHTER BOARD OF EDUCATION
Bills and Claims
Batch 23-0273 May Board Meeting (5/1/2023)**

Vendor Name	Account Number	Id	PO Number	Description	Batch	Check #	Amount to Pay
Horizon Blue Cross/Blue Shield	11-000-216-270-00	DENTAL	PO-23-000033	Service Inv: MAY 2023	23-0273	21619	148.20
Horizon Blue Cross/Blue Shield	11-000-217-270-00	DENTAL	PO-23-000033	Service	23-0273	21619	211.80
Horizon Blue Cross/Blue Shield	11-000-218-270-00	DENTAL	PO-23-000033	Service	23-0273	21619	52.97
Horizon Blue Cross/Blue Shield	11-000-219-270-00	DENTAL	PO-23-000033	Service	23-0273	21619	296.66
Horizon Blue Cross/Blue Shield	11-000-261-270-00	DENTAL	PO-23-000033	Service	23-0273	21619	59.03
Horizon Blue Cross/Blue Shield	11-000-262-270-00	DENTAL	PO-23-000033	Service	23-0273	21619	211.88
Horizon Blue Cross/Blue Shield	11-000-291-270-00	DENTAL	PO-23-000033	Service	23-0273	21619	534.29
Horizon Blue Cross/Blue Shield	11-110-100-270-00	DENTAL	PO-23-000033	Service	23-0273	21619	2.27
Horizon Blue Cross/Blue Shield	11-120-100-270-00	DENTAL	PO-23-000033	Service	23-0273	21619	1,201.48
Horizon Blue Cross/Blue Shield	11-130-100-270-00	DENTAL	PO-23-000033	Service	23-0273	21619	874.56
Horizon Blue Cross/Blue Shield	11-240-100-270-00	DENTAL	PO-23-000033	Service	23-0273	21619	75.78
Horizon Blue Cross/Blue Shield	20-218-200-200-00	DENTAL	PO-23-000033	Service	23-0273	21619	701.40
							4,370.32
Insect Lore Products	11-190-100-610-00	1140	PO-23-000611	Supplies Inv: 2039896	23-0273	21620	128.91
							128.91
Jersey Central Power & Light	11-000-262-622-00	3021	PO-23-000184	Service Inv: APRIL	23-0273	21621	2,789.49
							2,789.49
Jessica Mack	11-000-216-320-00	JESSIC A	PO-23-000293	Service Inv: APRIL	23-0273	21622	1,177.50
Jessica Mack	11-000-216-320-00	JESSIC A	PO-23-000293	Service Inv: MARCH	23-0273	21622	1,958.33
							3,135.83
Kennedy, Gross, Kovats & Parton	11-000-230-331-00	000002	PO-23-000636	Service Inv: FEBRUARY 2023	23-0273	21623	195.00
							195.00
M-OESC	11-000-270-517-00	1085	PO-23-000321	Service Inv: APRIL	23-0273	21624	3,728.36
M-OESC	11-000-270-518-00	1085	PO-23-000321	Service	23-0273	21624	1,336.79

**Board of Education
Bills and Claims
Batch 23-0273 May Board Meeting (5/1/2023)**

Vendor Name	Account Number	id	PO Number	Description	Batch	Check #	Amount to Pay
Maclearie Printing	11-000-261-610-00	MACLE A	PO-23-000627	Service Inv: 00052727	23-0273	21625	305.00
Melanie McCarthy	11-402-100-600-00	29	PO-23-000605	Supplies	23-0273	21626	<u>280.78</u> 280.78
Meta Metrics, Inc	11-190-100-610-00	42	PO-23-000517	Service Inv: 23618	23-0273	21627	<u>17.99</u> 17.99
Monarch Electric Company	11-000-261-610-00	MONAR C	PO-23-000585	Supplies Inv: S122758289.001	23-0273	21628	<u>375.00</u> 375.00
Monmouth County Vocational School District	11-000-100-563-00	1296	PO-23-000278	Service Inv: APRIL	23-0273	21629	6,419.50
Monmouth County Vocational School District	11-000-100-564-00	1296	PO-23-000278	Service Inv: APRIL	23-0273	21629	1,872.60
Morgan Maclearie-Gonzalez	11-000-291-280-00	33	PO-23-000637	reimbursement	23-0273	21630	<u>812.50</u> 812.50
Municipal Capital Finance	11-190-100-800-00-CP	MCF	PO-23-000034	Service Inv: 57768	23-0273	21631	<u>1,462.76</u> 1,462.76
Murray's Uniforms	11-402-100-600-00	1215	PO-23-000577	Supplies Inv: 23-0161	23-0273	21632	<u>300.00</u> 300.00
Neptune Township Board of Education	11-000-100-561-00	1261	PO-23-000285	Tuition Inv: APRIL 2023	23-0273	21633	64,855.00
Neptune Township Board of Education	11-000-100-562-00	1261	PO-23-000285	Tuition Inv: APRIL 2023	23-0273	21633	15,470.00
New Jersey American Water	11-000-262-490-01	1206	PO-23-000182	Service Inv: APRIL	23-0273	21634	<u>479.40</u> 479.40
New Jersey Natural Gas	11-000-262-621-00	NJNG	PO-23-000186	Service Inv: 03/14 - 04/14	23-0273	21635	3,045.41
							<u>5,065.15</u> 5,065.15

**TRAFFY BOARD OF EDUCATION
Bills and Claims
Batch 23-0273 May Board Meeting (5/1/2023)**

Vendor Name	Account Number	ID	PO Number	Description	Batch	Check #	Amount to Pay
New Jersey School Boards Association	11-000-230-585-00	NEW_JE	PO-23-000566	Service Inv: 17372-Q6Q705	23-0273	21636	99.00
							99.00
NJ Sea Grant Consortium	11-190-100-500-00	NJ_SEA	PO-23-000369	Service Inv: 1976	23-0273	21637	325.00
							325.00
Novins Planetarium	11-190-100-500-00	NOV	PO-23-000361	Service Inv: 000074116	23-0273	21638	594.00
							594.00
Ocean Academy	11-000-100-566-00	41	PO-23-000494	Service Inv: APRIL	23-0273	21639	4,672.22
							4,672.22
Optimum	11-000-230-530-00	OPT	PO-23-000032	Service Inv: 04/15 - 05/14	23-0273	21640	101.89
							101.89
Red Bank Regional High School	11-000-100-561-00	1196	PO-23-000276	Service Inv: MAY	23-0273	21641	36,135.00
Red Bank Regional High School	11-000-270-513-00	1196	PO-23-000336	Service Inv: MAY	23-0273	21641	4,319.40
							40,454.40
RFP Solutions, Inc.	11-000-266-420-00	RFP	PO-23-000507	Service Inv: P27077	23-0273	21642	1,550.74
RFP Solutions, Inc.	20-492-400-730-00	RFP	PO-23-000507	Service Inv: P27077	23-0273	21642	5,580.00
RFP Solutions, Inc.	11-000-252-600-00	RFP	PO-23-000509	Service Inv: A-27202	23-0273	21642	750.00
RFP Solutions, Inc.	11-000-252-600-00	RFP	PO-23-000530	Service Inv: A27220	23-0273	21642	792.00
							8,672.74
Riverside Assessments, LLC	11-000-219-600-00	37	PO-23-000450	Service	23-0273	21643	25.85
							25.85
Rizzo's Wildlife Discovery LLC	11-190-100-500-00	64	PO-23-000633	Service Inv: 7620	23-0273	21644	950.00
							950.00

**Board of Education
Bills and Claims
Batch 23-0273 May Board Meeting (5/1/2023)**

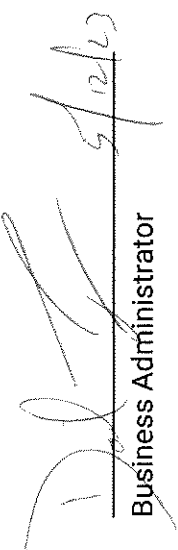
Vendor Name	Account Number	Id	PO Number	Description	Batch	Check #	Amount to Pay
Scodes System	11-000-262-610-00	1098	PO-23-000626	Supplies Inv: 450889	23-0273	21645	1,046.93
							1,046.93
Society For the Prevention of Teen Suicide	11-190-100-500-00	65	PO-23-000632	Service	23-0273	21646	400.00
Society For the Prevention of Teen Suicide	20-484-100-320-00	65	PO-23-000632	Service	23-0273	21646	1,000.00
							1,400.00
St.George School Bus	11-190-100-500-00	ST.G	PO-23-000467	Service Inv: 6	23-0273	21647	500.00
							500.00
Stapleslink	11-190-100-610-07-TE	STAPLE	PO-23-000590	Supplies	23-0273	21648	640.87
Stapleslink	11-190-100-610-00-CP	STAPLE	PO-23-000600	Supplies Inv: 3536049622	23-0273	21648	1,959.60
Stapleslink	20-484-200-600-00	STAPLE	PO-23-000602	Supplies Inv: 3536049622	23-0273	21648	60.62
							2,661.09
Sustainable Jersey	11-000-223-580-00	56	PO-23-000592	Service Inv: 1054	23-0273	21649	80.00
							80.00
Synergy Rehab LLC	11-000-216-320-00	SYN	PO-23-000202	Services Inv: APRIL	23-0273	21650	2,996.25
							2,996.25
Teacher Direct	11-190-100-610-00	TEDIRE	PO-23-000520	Supplies Inv: 2023-1865	23-0273	21651	487.58
							487.58
Timothy Rohrer	11-190-100-500-00	TIM	PO-23-000115	Service	23-0273	21652	750.00
							750.00
Twin Rocks Water	11-000-230-890-00	TW	PO-23-000340	Service Inv: APRIL	23-0273	21653	139.08
Twin Rocks Water	11-000-251-890-00	TW	PO-23-000340	Service Inv: APRIL	23-0273	21653	139.08
							278.16
Union County Educational Services Commission	11-000-100-562-00	UNION	PO-23-000266	Service Inv: MARCH 2023	23-0273	21654	6,291.10
Union County Educational Services Commission	11-000-270-518-00	UNION	PO-23-000436	Transportation Inv: APRIL	23-0273	21654	4,274.99

Orange County Board of Education
 Bills and Claims
 Batch 23-0273 May Board Meeting (5/1/2023)

Resolved that the Bills & Claims against the Board of Education as herein enumerated for equipment, material, and supplies, furnished and delivered and for work done and performance, and certified as correct by the Secretary of the Board of Education be and the same are ordered paid when approved by the Finance Committee, and when funds are available.

Fund	Program	Purchase Orders	Current	Prior Year	Total
11	General Current Expense	61	206,714.00		206,714.00
11	General Current Expense	2	1,207.74		1,207.74
11	General Current Expense	2	18,295.07		18,295.07
11	General Current Expense	2	35,978.54		35,978.54
11	General Current Expense	16	11,896.22		11,896.22
11	General Current Expense	2	3,127.68		3,127.68
11	General Current Expense	3	880.44		880.44
	Fund total:		278,099.69		278,099.69
12	Capital Outlay	1	2,166.20		2,166.20
	Fund total:		2,166.20		2,166.20
20	Special Revenue Fund	2	8,939.93		8,939.93
20	Special Revenue Fund	1	400.00		400.00
20	Special Revenue Fund	2	1,056.00		1,056.00
20	Special Revenue Fund	2	558.00		558.00
20	Special Revenue Fund	2	1,060.62		1,060.62
20	Special Revenue Fund	1	5,580.00		5,580.00
	Fund total:		17,594.55		17,594.55
	Grand totals:	99	297,860.44		297,860.44

BRADLEY BEACH BOARD OF EDUCATION
Bills and Claims
Batch 23-0273 May Board Meeting (5/1/2023)


Business Administrator


5/16/2023

Cafeteria Bill List					
05/16/23					
Vendor	Amount	Check #	Invoice	Purchase Order#	
Maschio Food Service	10,000.85	1983	April 2023	23-00008A	
Total Bill List	10,000.85				