

**LODI BOARD OF EDUCATION, 8 Hunter Street, LODI, NJ 07644**

**REGULAR MEETING  
February 24, 2021  
A G E N D A**

**I. Flag Salute / Sunshine Statement / Call to Order / Roll Call**

In accordance with the Open Public Meetings, *N.J.S.A. 10:4-6 et seq.*, adequate notification of this meeting has been provided by advertising in the Bergen Record and Herald News and posting notice in the Board of Education Administration Building and filing notice with the Borough Clerk. I hereby call to order, via ZOOM Broadcast, the Regular Meeting of the Lodi Board of Education, Wednesday, February 24, 2021, at 7:00 pm.

<b>Board Member</b>	<b>Present</b>	<b>Absent</b>
Ms. Anderson (Jocelyn)		
Dr. Cima (Laura E.)		
Ms. Cortez (Paula)		
Ms. Jimenez (Yadiria)		
Ms. Mastrofilipo (Kerry Anne)		
Mr. Ramos (Joseph A.)		
Ms. Salvacion (Sharon)		
Ms. Delgado (Natalie), Vice President		
Ms. Cardone (Nancy), President		

**II. Showcase for Success**

**III. Approval of Minutes**

**Be It Resolved**, that the Lodi Board of Education, approves the minutes of the Regular Meeting held on January 27, 2021.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Roll Call \_\_\_\_\_

**IV. Superintendent's Presentation**

**V. Presentation 2019/20 Audit, FY End June 30, 2020**

**VI. Communications**

**VII. Public Comment (Agenda ONLY)**

The Board of Education recognizes the value of public comment on educational issues and the importance of allowing members of the public to express themselves on school matters of community interest. In order to permit the fair and orderly expression of such comment, the Board shall provide a period for public comment at every public meeting. Public participation shall be permitted only as indicated on the order of business in Board Bylaw No. 0164.

Public participation shall be extended to residents of this district, persons having a legitimate interest in the actions of this Board, persons representing groups in the community or school district, representatives of firms eligible to bid on materials or services solicited by the Board, and employees and pupils of this district, except when the issue addressed by the participant is subject to remediation by an alternative method provided for in policies or contracts of the Board.

Public participation shall be governed by the following rules: **1)** A participant must be recognized by the presiding officer and must preface comments by the announcement of his/her name, place of residence, and group affiliation, if appropriate; **2)** Each participant shall be limited to speak for five (5) minutes duration; **3)** All statements shall be directed to the presiding officer, no participant may address or question Board members individually.

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- VIII. Board Secretary's Report
- IX. Resolutions (Consent Agenda)
  - A. Finance/Budget/Appropriations
  - B. Personnel
  - C. Curriculum/Instruction
  - D. Policy
  - E. Other Items
- X. Superintendent's Report
- XI. Board President/Committee Reports
- XII. Board Comments
- XIII. Public Comment (non-Agenda)
- XIV. Executive Session
- XV. Adjournment

Trustee \_\_\_\_\_ motioned to adjourn at \_\_\_\_\_; seconded by Trustee  
\_\_\_\_\_; carried by \_\_\_\_\_.

REGULAR MEETING  
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RESOLUTIONS

A. Finance/Budget/Appropriations

**F/B-1 Be It Resolved**, that the Lodi Board of Education, in accordance with N.J.A.C. 23A:16-10, upon the recommendation of the Interim SBA/Board Secretary, accepts and approves the Board Secretary's Report and Cash Reconciliation Report for the month of January 2021 (*Attachment F/B1*); and

**Be It Further Resolved**, that the Board of Education and Board Secretary certify that no budgetary line item account has been over-expended and that there are sufficient funds available to meet District financial obligations for the 2020/21 school year.

**F/B-2 Be It Resolved**, that the Lodi Board of Education, upon the recommendation of the Interim SBA/ Board Secretary, approves the payment of bills and claims for the month of January 2021, in the total amount of **\$7,728,278.43** (*Attachment F/B2*):

Batch 50	Fund 10	\$1,243,573.70
Batch 50	Fund 20	38,125.29
Batch 50	Fund 40	2,250.00
Batch 66	Cafeteria	17,916.76
Batch 68	Athletic	1,475.00
Batch 75	Agency Jan 15, 2021 payroll	522,638.00
Batch 79	Payroll	1,335,421.06
Batch 76	Agency Jan 19, 2021 Retro Secretaries	17,599.89
Batch 78	Payroll	70,153.83
Batch 77	Agency Jan 29, 2021 payroll	780,153.81
Batch 80	Payroll	1,311,291.61
Batch 75	Agency Feb 12, 2021 payroll	511,500.94
Batch 79	Payroll	1,318,637.33
Health Benefits	Premium due Feb 15, 2021	341.70
Health Benefits	Premium due March 15, 2021	557,199.51

**F/B-3 Be It Resolved**, that the Lodi Board of Education, upon the recommendation of the Superintendent and Interim SBA/Board Secretary, approves the List of Budget Transfers #0218 thru #0238 for the month of January 2021, total \$332,284.59 (*Attachment F/B3*).

**F/B-4 Be It Resolved**, that the Lodi Board of Education, upon the recommendation of the Superintendent, authorizes the Interim SBA/Board Secretary, to enter into an Agreement for Professional Services with E N V Architects, 180 Sylvan Ave., Suite 3, Englewood Cliffs, NJ 07632, for Facility Assessment and Central Office, Educational Center Feasibility Study, in accordance with E N V proposal dated 01/04/2021, fees not to exceed \$47,500.

**F/B-5 Be It Resolved**, that the Lodi Board of Education, upon the recommendation of the Superintendent, authorizes the Interim SBA/Board Secretary, in accordance with N.J.S.A. 8A:72A-5(f) Authority's powers, to discard the following equipment that is of no further educational value:

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<i>Item Description</i>	<i>Tag No.</i>	<i>Location</i>
Apple iPad (1)	11906	Board Office
Dell Latitude D830 Laptop (1)	6544	Board Office
Dell Latitude D830 Laptop (1)		Board Office
Dell Latitude D820 Laptop (1)		Board Office
Dell Vostro 3750 Laptop (1)	7889	Board Office
Dell Latitude D820 Laptop (1)	6599	Board Office
Dell Optiplex Desktop (1)	8030	Board Office
Dell Optiplex 9020 Desktop (1)	8966	Board Office
Dell Chromebook (1)	9926	Wilson School
Power Edge 2650 Computer (1)	5714	Wilson School
Dell Optiplex 960 (1)	7513	Wilson School
Dell Optiplex 960 (1)	7516	Wilson School
Dell Optiplex 960 (1)	7518	Wilson School

**Addendums**

**F/B-6 Whereas**, the Lodi Board of Education, in accordance with N.J.S.A.18A:23-1 must have a certified External Audit of the district's accounts and financial transactions; and **Whereas**, the Board of Education received the audit performed by Lerch Vinci & Higgins, LLP, and discussed said audit at its public meeting held on February 24, 2021; now **Be It Resolved**, that the Lodi Board of Education accepts the audit for the 2019/20 school year, FY Ended June 30, 2020, and approves the Corrective Action Plan (CAP).

**F/B-7 Be It Resolved**, that the Lodi Board of Education, upon the recommendation of the Superintendent, authorizes the Interim SBA/Board Secretary, to enter into a Service Agreement with Binsky & Snyder, 281 Centennial Avenue, Piscataway, NJ 08854, to provide HVAC services for the Lodi Public Schools, as needed, for the 2020/21 school, in accordance with Binsky's fee schedule, under State Contract No. 2672.

Finance/Budget/Appropriations resolutions F/B-1 thru F/B-7				
<b>MOTION:</b>	<b>SECOND:</b>			
	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Ms. Anderson (Jocelyn)				
Dr. Cima (Laura E.)				
Ms. Cortez (Paula)				
Ms. Jimenez (Yadiria)				
Ms. Mastrofilipo (Kerry Anne)				
Mr. Ramos (Joseph A.)				
Ms. Salvacion (Sharon)				
Ms. Delgado (Natalie)				
Ms. Cardone (Nancy)				

**B. Personnel**



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- P-1 **Be It Resolved**, that the Lodi Board of Education, upon the recommendation of the Superintendent of Schools, approves the paid maternity leave of absence utilizing accumulated sick days for **Jennifer Cardinale**, Wilson School Teacher, from March 9 thru April 21, 2021; unpaid leave of absence in accordance with the NJFMLA from April 22 thru July 16, 2021.
- P-2 **Be It Resolved**, that the Lodi Board of Education, upon the recommendation of the Superintendent of Schools, approves an extension of paid sick leave for **Danielle Carafa**, TJ Middle School Mathematics Teacher, from February 4 thru 12, 2021.
- P-3 **Be It Resolved**, that the Lodi Board of Education, upon the recommendation of the Superintendent of Schools, approves an extension of paid sick leave of absence for **Scott Kohrherr**, TJ Middle School Music Teacher, from February 1 thru 26, 2021.
- P-4 **Be It Resolved**, that the Lodi Board of Education, upon the recommendation of the Superintendent of Schools, approves the employment of substitutes to the District List of Substitute Custodians for the 2020/21 school year, at \$17.00 per hour, as needed, not to exceed 20 hours per week, employment pending criminal history review:
- 1) Alex Castillo
  - 2) Dominick Crevina
  - 3) Nicholas Mazzo
  - 4) Peter Rossi

**Addendums**

- P-5 **Be It Resolved**, that the Lodi Board of Education, upon the recommendation of the Superintendent of Schools, approves the appointment of **Olga Di Palo**, Speech/Language Pathologist, salary \$71,814 (MA/Step 14), effective March 15 thru June 30, 2021, actual start date contingent upon release from current employment.
- P-6 **Be It Resolved**, that the Lodi Board of Education, upon the recommendation of the Superintendent of Schools, approves the appointment of **Jordan Guarino**, Clerk-Typist/10 Months+1-Week, assigned to Lodi High School, salary \$47,847 (Step 3), effective March 15 thru June 30, 2021, employment pending receipt of criminal history approval.
- P-7 **Be It Resolved**, that the Lodi Board of Education, upon the recommendation of the Superintendent of Schools, approves the appointment of **Brittany Benanti**, Clerk-Typist/10 Months+1-Week, assigned to Hilltop School, salary \$45,347 (Step 1), effective March 1, 2021, employment pending receipt of criminal history approval.
- P-8 **Be It Resolved**, that the Lodi Board of Education, upon the recommendation of the Superintendent of Schools, approves an extension of unpaid child-rearing leave for **Michelle Jacoby**, Hilltop School Teacher, from March 8 thru June 22, 2021.

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Personnel actions P-1 thru P-8				
<b>MOTION:</b>	<b>SECOND:</b>			
	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Ms. Anderson (Jocelyn)				
Dr. Cima (Laura E.)				
Ms. Cortez (Paula)				
Ms. Jimenez (Yadiria)				
Ms. Mastrofilipo (Kerry Anne)				
Mr. Ramos (Joseph A.)				
Ms. Salvacion (Sharon)				
Ms. Delgado (Natalie)				
Ms. Cardone (Nancy)				

**C. Curriculum/Instruction**

**C/I-1 Be It Resolved,** that the Lodi Board of Education, upon the recommendation of the Superintendent of Schools, approves the submission of the 2021/22 Preschool Program Budget to the NJ Dept of Education, Division of Early Childhood Education, and the Bergen County Executive County Superintendent.

**C/I-2 Be It Resolved,** that the Lodi Board of Education, upon the recommendation of the Superintendent of Schools, approves the *\*revised* student tuition contract from the South Bergen Jointure Commission for the 2020/21 school year as listed below:

<b>Student</b>	<b>Tuition</b>	<b>Program</b>	<b>Effective Date(s)</b>
06-08	\$69,100	PS Autism	01/22/21 to 06/25/21

Curriculum/Instruction resolutions C-1 and C-2				
<b>MOTION:</b>	<b>SECOND:</b>			
	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Ms. Anderson (Jocelyn)				
Dr. Cima (Laura E.)				
Ms. Cortez (Paula)				
Ms. Jimenez (Yadiria)				
Ms. Mastrofilipo (Kerry Anne)				
Mr. Ramos (Joseph A.)				
Ms. Salvacion (Sharon)				
Ms. Delgado (Natalie)				
Ms. Cardone (Nancy)				

**D. Policy Addendums**

**P/R-1 Be It Resolved,** that the Lodi Board of Education, upon the recommendation of the Superintendent of Schools, approves the *first* readings of the New Bylaw, Policy, and Regulation:

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Bylaw 0164.6	Remote Public Board Meetings during A Declared Emergency
Policy 1643	Family Leave
Policy/Regulation 7425	Lead Testing of Water in Schools

**P/R-2 Be It Resolved**, that the Lodi Board of Education, upon the recommendation of the Superintendent of Schools, approves the *first* readings of the Revised Bylaw, Policies/Regulations:

Bylaw 0145	Board Member Resignation and Removal
Regulation 1642	Earned Sick Leave
Policy/Regulation 5330.01	Administration of Medical Cannabis
Policy 2415	Every Student Succeeds Act
Policy 2415.02	Title I Fiscal Responsibilities
Policy 2415.05	Student Surveys, Analysis, and/or Evaluations
Policy & Regulation 2415.20	Every Student Succeeds Act Complaints
Policy 4125	Employment of Support Staff Members
Policy 6360	Political Contributions
Policy 8330	Student Records
Policy 9713	Recruitment by Special Interest Groups

**P/R-3 Be It Resolved**, that the Lodi Board of Education, upon the recommendation of the Superintendent of Schools, approves to *abolish* the following Policies/Regulations:

Policy 3431.1	Family Leave
Policy 4431.1	Family Leave
Policy 3431.3	NJ Family Leave Insurance
Policy 4431.3	NJ Family Leave Insurance
Policy/Regulation 7430	School Safety
Policy 2415.01	Academic Standards, Assessments and Accountability
Policy 2415.03	Highly Qualified Teachers

Policy resolutions P/R-1 thru P/R-3				
<b>MOTION:</b>		<b>SECOND:</b>		
	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Ms. Anderson (Jocelyn)				
Dr. Cima (Laura E.)				
Ms. Cortez (Paula)				
Ms. Jimenez (Yadiria)				
Ms. Mastrofilipo (Kerry Anne)				
Mr. Ramos (Joseph A.)				
Ms. Salvacion (Sharon)				
Ms. Delgado (Natalie)				
Ms. Cardone (Nancy)				

**E. Other Items**

LODI BOARD OF EDUCATION, 8 Hunter Street, LODI, NJ 07644

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**O/I-1 Be It Resolved,** that the Lodi Board of Education, upon the recommendation of the Superintendent of Schools, approves the first reading of the 2021/22 school calendar (attached).

**O/I-2 Be It Resolved,** that the Lodi Board of Education, upon the recommendation of the Superintendent of Schools, approves the submission of the Student Safety Data System Report, Period 1, to the NJ Dept of Education for the 2020/21 school year (attached).

In accordance with the Anti-Bullying Bill of Rights Act, districts must report to the New Jersey Department of Education on the incidents of violence; vandalism; harassment, intimidation, or bullying (HIB); weapons offenses; substance offenses; and any other incident leading to student removal from school; and HIB trainings and programs. This information is collected to fulfill state and federal reporting requirements and must be reported twice each school year between July 1 and December 31 (Report Period 1) and between January 1 and June 30 (Report Period 2).

**O/I-3 Be It Resolved,** that the Lodi Board of Education, upon the recommendation of the Superintendent of Schools, approves to have Lodi High School and Immaculate Conception High School participate in a Co-op for the 2021 Girls' Wrestling Season, in accordance with NJSIAA requirements.

**Addendums**

**O/I-4 Be It Resolved,** that the Lodi Board of Education, upon the recommendation of the Superintendent of Schools, approves the first reading of the revised 2021/22 school calendar.

**O/I-5 Be It Resolved,** that the Lodi Board of Education, upon the recommendation of the Superintendent of Schools, approves the domicile investigation conducted by Thomas Gervasi, School Safety Investigator, during the month of January 2021.

Other Items resolutions OI-1 thru OI-5				
<b>MOTION:</b>	<b>SECOND:</b>			
	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Ms. Anderson (Jocelyn)				
Dr. Cima (Laura E.)				
Ms. Cortez (Paula)				
Ms. Jimenez (Yadiria)				
Ms. Mastrofilipo (Kerry Anne)				
Mr. Ramos (Joseph A.)				
Ms. Salvacion (Sharon)				
Ms. Delgado (Natalie)				
Ms. Cardone (Nancy)				

## ATTACHMENT FB2

### Lodi Board of Education Bills And Claims Report By PO Number for Batch 50

va\_bill4 102317  
02/17/2021

PO #	Account # / Description	Inv #	Vendor # / Name	Check Type	Check Description or Multi Remit To Check Name	Check #	Check Amount
<b>Pending Payments</b>							
20-2580	11-000-261-420-08-100/ BUILD MAINT-WILSON	SD3439	6758 / MCCLOSKEY MECHANICAL CONTRACTORS, INC.	CF	BUILD MAINT-WILSON		19,802.23
20-2581	11-000-261-420-08-100/ BUILD MAINT-WILSON	21-1182	4519 / SAL ELECTRIC CO., INC.	CF	BUILD MAINT-WILSON		29,321.56
21-0176	11-000-240-600-02-050/ SUPP & MAT'L OFFICE-LHS	391807	6951 / PAXTON PATTERSON LLC	CF	SUPPLIES		21.34
21-0179	11-000-213-600-08-100/ SUPP & MAT HEALTH-WIL	3841632-02	2454 / SCHOOL HEALTH CORPORATION	CF	SUPPLIES		49.08
21-0208	11-000-261-420-02-050/ BUILD MAINT-LHS	20-3142	4519 / SAL ELECTRIC CO., INC.	CF	BUILD MAINT-LHS		1,738.49
21-0309	11-000-218-390-00-000/ OTH PURCH PROF/TECH OOD	2-308 FEBRUARY 2021	5039 / GENESIS EDUCATIONAL SERVICES	CF	OTH PURCH PROF/TECH OOD		3,888.96
21-0376	11-000-230-331-00-000/ LEGAL SERVICES	90344	6952 / CLEARY GIACOBBE ALFIERI & JACOBS, LLC	CF	LEGAL SERVICES		5,762.18
21-0379	11-000-262-610-09-000/ GEN SUPP-ITINERANT	308636	3715 / RICCIARDI BROTHERS OF LODI	CF	GEN SUPP-ITINERANT		137.94
21-0432	11-000-262-610-09-000/ GEN SUPP-ITINERANT	305570	3715 / RICCIARDI BROTHERS OF LODI	CF	GEN SUPP-ITINERANT		186.94
21-0433	11-000-261-610-09-000/ GEN SUPP MAINT-ITIN	S4182032.001	1995 / WALLINGTON PLUMBING & HTG. CO.	CF	GEN SUPP MAINT-ITIN		17.04
21-0451	11-000-261-610-09-000/ GEN SUPP MAINT-ITIN	9754491661	1680 / GRAINGER EQUIP	CF	GEN SUPP MAINT-ITIN		28.86

\* CF - Computer Full CP - Computer Partial HF - Hand Check Full HP - Hand Check Partial

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va\_bill4.102317  
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PO #	Account # / Description	Inv #	Vendor # / Name	Check Type *	Check Description or Multi Remit To Check Name	Check #	Check Amount
<b>Pending Payments</b>							
21-0464	11-000-261-420-09-000/ BUILD MAINT-ITINERANT	SD3304	6758 / MCCLOSKEY MECHANICAL CONTRACTORS, INC	CF	BUILD MAINT-ITINERANT		352.00
21-0491	11-000-261-610-09-000/ GEN SUPP MAINT-ITIN	9788989773	1680 / GRAINGER EQUIP	CF	GEN SUPP MAINT-ITIN		12,273.30
21-0493	11-000-263-420-00-000/ CARE OF GROUNDS-MAINT.	12903	6309 / STONE BROOK GARDEN & LANDSCAPE SUPPLY	CF	CARE OF GROUNDS-MAINT.		240.00
21-0500	11-000-230-530-00-000/ COMMUNICATIONS/TELEPHONE		2116 / VERIZON (PO BOX 4833)	CP	973-478-3285		92.35
			2116 / VERIZON (PO BOX 4833)	CP	973-478-0371		126.32
			2116 / VERIZON (PO BOX 4833)	CP	973-574-8709		37.01
			<b>Total for 21-0500</b>				<b>\$255.68</b>
21-0501	11-000-230-530-00-000/ COMMUNICATIONS/TELEPHONE	100469425	5952 / CABLEVISION LIGHTPATH/ALTICE	CF	COMMUNICATIONS/TELEPHONE		4,357.00
	11-190-100-530-00-000/ PURCHASED SERVICES LINC	100469425	5952 / CABLEVISION LIGHTPATH/ALTICE	CF	PURCHASED SERVICES LINC		27,330.41
			<b>Total for 21-0501</b>				<b>\$31,687.41</b>
21-0502	11-000-230-530-00-000/ COMMUNICATIONS/TELEPHONE		3898 / MCI MEGA PREFERRED	CP	Acct# 08678111758		62.70
21-0503	11-000-230-530-00-000/ COMMUNICATIONS/TELEPHONE	1068083	5330 / PACIFIC TELEMAGEMENT SERVICES	CF	COMMUNICATIONS/TELEPHONE		91.28
21-0504	11-000-230-530-00-000/ COMMUNICATIONS/TELEPHONE	1068065	5330 / PACIFIC TELEMAGEMENT SERVICES	CF	COMMUNICATIONS/TELEPHONE		91.28
21-0507	11-000-262-622-00-000/ ENERGY-ELECTRICITY	600906974474	2333 / PSE&G	CF	ENERGY-ELECTRICITY		7,572.45

\* CF - Computer Full CP - Computer Partial HF - Hand Check Full HP - Hand Check Partial

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PO #			Check Check Description or		
Account # / Description	Inv #	Vendor # / Name	Type * Multi	Remit To Check Name	Check # Check Amount
Pending Payments					
11-000-262-621-00-000/ ENERGY-NATURAL GAS					
602707064340	2333 / PSE&G	CF	ENERGY-NATURAL GAS		2,317.62
11-000-262-622-00-000/ ENERGY-ELECTRICITY					
602707064340	2333 / PSE&G	CF	ENERGY-ELECTRICITY		3,925.50
11-000-262-621-00-000/ ENERGY-NATURAL GAS					
600206994527	2333 / PSE&G	CF	ENERGY-NATURAL GAS		2,209.26
11-000-262-622-00-000/ ENERGY-ELECTRICITY					
600206994527	2333 / PSE&G	CF	ENERGY-ELECTRICITY		2,935.17
11-000-262-621-00-000/ ENERGY-NATURAL GAS					
603406363565	2333 / PSE&G	CF	ENERGY-NATURAL GAS		1,577.49
11-000-262-622-00-000/ ENERGY-ELECTRICITY					
603406363565	2333 / PSE&G	CF	ENERGY-ELECTRICITY		2,261.02
11-000-262-621-00-000/ ENERGY-NATURAL GAS					
603406363638	2333 / PSE&G	CF	ENERGY-NATURAL GAS		1,994.86
11-000-262-622-00-000/ ENERGY-ELECTRICITY					
603406363638	2333 / PSE&G	CF	ENERGY-ELECTRICITY		922.99
11-000-262-621-00-000/ ENERGY-NATURAL GAS					
603906145177	2333 / PSE&G	CF	ENERGY-NATURAL GAS		776.23
11-000-262-622-00-000/ ENERGY-ELECTRICITY					
603906145177	2333 / PSE&G	CF	ENERGY-ELECTRICITY		2,384.33
	605604798084	2333 / PSE&G	CF	ENERGY-ELECTRICITY	70.48
11-000-262-621-00-000/ ENERGY-NATURAL GAS					
602907020434	2333 / PSE&G	CF	ENERGY-NATURAL GAS		2,420.97
11-000-262-622-00-000/ ENERGY-ELECTRICITY					
602907020434	2333 / PSE&G	CF	ENERGY-ELECTRICITY		5,569.35
Total for 21-0507					\$36,937.72
21-0511					
11-000-261-420-09-000/ BUILD MAINT-ITINERANT					
248111	3440 / JERSEY ELEVATOR CO.,INC.	CF	BUILD MAINT-ITINERANT		1,194.69
21-0512					
11-000-262-300-00-000/ PURCH PROF & TECH SVCS					
883696	5349 / ACE WALCO TERMITE & PEST CONTROL, INC	CF	PURCH PROF & TECH SVCS		551.00
21-0536					
11-000-291-270-00-000/ HEALTH BENEFITS					
PM00000000732421	1453 / DELTA DENTAL	CF	HEALTH BENEFITS		31,282.96

\* CF - Computer Full CP - Computer Partial HF - Hand Check Full HP - Hand Check Partial

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**Lodi Board of Education**  
**Bills And Claims Report By PO Number**  
for Batch 50

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va\_bill4.102317  
02/17/2021

PO #	Account # / Description	Inv #	Vendor # / Name	Check Type *	Check Description or Multi Remit To Check Name	Check #	Check Amount
<b>Pending Payments</b>							
21-0541	11-000-230-530-00-000/ COMMUNICATIONS/TELEPHONE						
			4728 / CABLEVISION/OPTIMUM	CP	Acct# 07870-384345-01-5		24.98
21-0542	11-000-230-530-00-000/ COMMUNICATIONS/TELEPHONE						
			4728 / CABLEVISION/OPTIMUM	CP	Acct# 07870-383542-01-8		16.66
21-0545	11-000-230-530-00-000/ COMMUNICATIONS/TELEPHONE						
	JULY THRU DEC 2020		7085 / SEKELSKY, JAMES R.	CF	COMMUNICATIONS/TELEPHONE		360.00
21-0662	11-190-100-610-04-/ TEACH. SUPPLY-COL						
	40366		1299 / CASCADE SCHOOL SUPPLIES, INC.	CF	TEACH. SUPPLY-COL		61.06
21-0690	11-190-100-610-05-/ TEACH. SUPPLY-HILL						
	90679913		1425 / CURRICULUM ASSOCIATES, LLC	CF	TEACH. SUPPLY-HILL		5,031.40
21-0772	11-000-219-600-00-000/ SUPP & MAT OFF-CST						
	6817135		3370 / CDW*G COMPUTER SOLUTIONS	CF	SUPP & MAT OFF-CST		789.48
21-0811	20-218-100-600-17-090/ PRE-K SUPPLIES - WASH.						
	208126825906		2460 / SCHOOL SPECIALTY EDUCATION	CF	PRE-K SUPPLIES - WASH.		30.60
21-0846	20-479-100-610-00-000/ CORONAVIRUS RELIEF FUND						
	9741973409		1680 / GRAINGER EQUIP	CF	CORONAVIRUS RELIEF FUND		132.20
21-0904	11-000-230-332-00-000/ AUDIT FEES						
	36030		5958 / LERCH, VINCI & HIGGINS, LLP	CF	AUDIT FEES		7,800.00
21-0981	10-000-100-56X-00-000/ TUITION-CHARTER SCHOOL						
	FEBRUARY 2021		4818 / BERGEN ART & SCIENCE CHARTER SCHOOL	CF	TUITION-CHARTER SCHOOL		192,911.00
21-0983	10-000-100-56X-00-000/ TUITION-CHARTER SCHOOL						
	FEBRUARY 2021		5788 / PASSAIC ARTS & SCIENCE CHARTER SCHOOL	CF	TUITION-CHARTER SCHOOL		6,995.00
	JANUARY SHORTAGE		5788 / PASSAIC ARTS & SCIENCE CHARTER SCHOOL	CF	TUITION-CHARTER SCHOOL		1,364.00

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<b>Pending Payments</b>							
21-1064	11-190-100-320-00-067/ PURCH PROF-ED SRV TJMS	200799223	6374 / DELTA-T GROUP NORTH JERSEY, INC	CF	PURCH PROF-ED SRV TJMS		1,773.90
21-1070	11-000-100-566-00-000/ TUIT PRIV HNDCAP IN STAT		6262 / WINDSOR BERGEN ACADEMY, INC.	CP	Credit Inv# 108126		-309.25
			6262 / WINDSOR BERGEN ACADEMY, INC.	CP	Inv# 108167 Feb Tuition		5,566.50
			<b>Total for 21-1070</b>				<b>\$5,257.25</b>
21-1082	11-000-213-300-00-000/ PURCH PROF/TECH SRV OOD	FEBRUARY 2021	7115 / PIAZZA, DR. FABIO	CF	PURCH PROF/TECH SRV OOD		3,500.00
21-1088	11-000-100-566-00-000/ TUIT PRIV HNDCAP IN STAT	FEBTUIT2021 S.S.	7116 / FORUM SCHOOL	CF	TUIT PRIV HNDCAP IN STAT		6,089.85
21-1093	11-000-240-800-02-050/ SUPP & MAT'L OFFICE-LHS	9345497423	4327 / EMEDCO	CF	SUPP & MAT'L OFFICE-LHS		143.90
21-1094	11-000-270-504-00-000/ TRANS.-AID IN LIEU	FEBRUARY 2021 PYMT	5711 / LOPEZ, MILDRED T.	CF	TRANS.-AID IN LIEU		94.52
21-1100	11-190-100-320-00-050/ PURCH PROF-ED SRV LHS	59860	2535 / SOUTH BERGEN JOINTURE	CF	PURCH PROF-ED SRV LHS		9,025.73
	11-000-216-320-00-000/ PURCH PROF-ED SRV LIN/OD	59885	2535 / SOUTH BERGEN JOINTURE	CF	PURCH PROF-ED SRV LIN/OD		1,050.00
		59740	2535 / SOUTH BERGEN JOINTURE	CF	PURCH PROF-ED SRV LIN/OD		750.00
		59860	2535 / SOUTH BERGEN JOINTURE	CF	PURCH PROF-ED SRV LIN/OD		20,857.14
			<b>Total for 21-1100</b>				<b>\$31,682.87</b>
21-1103	11-000-213-600-05-065/ SUPP & MAT HEALTH-HILL	3844837-03	2454 / SCHOOL HEALTH CORPORATION	CF	SUPP & MAT HEALTH-HILL		3.37
21-1110	11-190-100-610-03-067/ TEACH. SUPPLY-TJMS	10458096174	3677 / DELL COMPUTER CORPORATION	CF	TEACH. SUPPLY-TJMS		883.02

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<b>Pending Payments</b>							
21-1150	20-478-100-600-00-000/ DIGITAL DIVIDE CONTRIBUT	IVT17477	7123 / SWIVL, INC.	CF	DIGITAL DIVIDE CONTRIBUT		26,033.00
21-1173	11-000-100-561-00-000/ TUITION-OTHER LEAS REG.	LO21-01-1	4910 / BERGENFIELD BOARD OF EDUCATION	CF	TUITION-OTHER LEAS REG.		1,527.90
21-1242	11-190-100-610-02-050/ TEACH. SUPPLY-LHS	215447746	3982 / W B MASON COMPANY	CF	TEACH. SUPPLY-LHS		94.32
21-1292	11-190-100-610-02-050/ TEACH. SUPPLY-LHS	436796	7029 / W.W. NORTON & COMPANY, INC.	CF	TEACH. SUPPLY-LHS		680.00
21-1311	11-000-240-600-03-067/ SUPP & MAT'L OFFICE-TJ	104324	1685 / GRIFFITH SHADE COMPANY	CF	SUPP & MAT'L OFFICE-TJ		998.00
		104325	1685 / GRIFFITH SHADE COMPANY	CF	SUPP & MAT'L OFFICE-TJ		1,487.80
<b>Total for 21-1311</b>							<b>\$2,485.80</b>
21-1317	11-000-100-562-00-000/ TUITION LEAS IN ST SPEC	IV0327	6421 / PASCACK VALLEY REGIONAL HS DISTRICT	CF	TUITION LEAS IN ST SPEC		15,335.20
21-1320	20-502-100-560-00-000/ CH 192 COMP ED	IV1510	2545 / SPECIAL SRVCS.-192/193	CF	CH 192 COMP ED		2,652.92
	20-506-100-560-00-000/ CH 193 SUPP INST	IV1510	2545 / SPECIAL SRVCS.-192/193	CF	CH 193 SUPP INST		971.40
	20-502-100-560-00-000/ CH 192 COMP ED	IV1383 DEC 2020	2545 / SPECIAL SRVCS.-192/193	CF	CH 192 COMP ED		2,187.26
	20-506-100-560-00-000/ CH 193 SUPP INST	IV1383 DEC 2020	2545 / SPECIAL SRVCS.-192/193	CF	CH 193 SUPP INST		971.40
	20-507-100-560-00-000/ CH 193 EX & CL	IV1383 DEC 2020	2545 / SPECIAL SRVCS.-192/193	CF	CH 193 EX & CL		1,299.65
<b>Total for 21-1320</b>							<b>\$8,082.63</b>
21-1337	11-000-240-500-02-050/ OTH PURCH SVCS-LHS						

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<b>Pending Payments</b>							
		12-2-20 THRU 1-26-21	6767 / VALLEY FAMILY COUNSELING, LLC	CF	OTH PURCH SVCS-LHS		780.00
21-1340							
	11-000-230-530-00-000/ COMMUNICATIONS/TELEPHONE		7148 / T-MOBILE USA INC.	CP	Acct# 971255728		400.00
21-1361							
	11-000-217-320-00-000/ PURCH PROF-ED SRV LIN/OD	59898 JANUARY 2021	2535 / SOUTH BERGEN JOINTURE	CF	PURCH PROF-ED SRV LIN/OD		1,299.90
21-1365							
	11-190-100-610-53-060/ GIFT & TALENT SUPP COL	5562910	4072 / BLICK ART MATERIALS	CF	GIFT & TALENT SUPP COL		16.31
21-1397							
	11-190-100-610-02-050/ TEACH. SUPPLY-LHS	SC-356436	7096 / SCREENCASTIFY, LLC	CF	TEACH. SUPPLY-LHS		1,000.00
21-1452							
	11-402-100-600-00-050/ SUPPLIES ATHLETICS LHS	023601	4574 / HEIGHTS FLOWER SHOPPE	CF	SUPPLIES ATHLETICS LHS		201.00
21-1461							
	11-190-100-640-09-/ TEXTBOOKS - ITINERANT						
	7027402063	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT			14,000.00
	7027403467	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT			4,661.57
	7027403468	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT			5,226.45
	7027403469	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT			3,894.22
	7027403470	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT			3,689.26
	7027403471	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT			4,099.18
	7027403472	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT			5,021.49
	7027403604	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT			4,099.18
	7027403605	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT			5,021.49
	7027403606	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT			5,841.33
	7027403546	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT			6,353.72
	7027403547	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT			5,431.41
	7027403548	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT			5,841.33
	7027403549	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT			6,251.24
	7027403550	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT			5,226.45

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<b>Pending Payments</b>							
		7027403551	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		5,021.49
		7027403552	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		5,533.89
		7027403553	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		6,251.24
		7027403554	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		6,048.28
		7027403555	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		5,841.33
		4026271795	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		1,118.46
		4026271796	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		1,213.14
		4026271797	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		1,970.26
		4026271798	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		2,246.11
		4026271799	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		1,660.60
		4026271800	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		1,958.67
		7027403607	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		5,021.49
		7027403608	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		3,996.70
		7027403609	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		5,943.81
		7027403537	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		1,737.76
		4026271611	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		526.10
		4026271612	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		789.65
		426271614	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		915.88
		7027403610	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		3,586.78
		7027403611	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		2,254.55
		7027403612	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		2,561.99
		7027403613	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		3,381.82
		7027403614	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		3,894.22
		7027403615	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		2,869.42
		7027403903	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		6,046.28
		4026271665	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		1,258.30
		4026271666	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		1,814.37
		4026271667	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		3,640.71
		4026271668	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		2,451.24
		4026271669	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		1,644.82
		4026271670	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		2,100.89
		4026272204	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		2,635.16

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<b>Pending Payments</b>							
		4026272205	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		2,998.09
		4026272206	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		3,140.10
		7027403981	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		24,429.75
		7027403982	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		25,362.90
		7027403983	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		28,006.70
		7027404338	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		41,990.24
		4026272246	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		1,400.51
		4026272241	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		1,605.44
		4026272243	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		2,120.16
		4026272245	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		952.35
		4026272247	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		1,015.46
		4026272249	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		1,493.07
		4026272251	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		1,242.72
		7027404339	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		45,567.18
		7027404340	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		45,567.18
		4026271835	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		942.76
		4026272166	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		993.49
		4026272239	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		2,037.57
		4026272240	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		2,270.42
		4026272242	7095 / SAVVAS LEARNING CO, LLC	CF	TEXTBOOKS - ITINERANT		970.67
		<b>Total for 21-1461</b>					<b>\$416,698.29</b>
<b>21-1464</b>	<b>11-190-100-610-09-000/ DISTRICT TECH. SUPPLIES</b>						
		93015	7105 / CHROMEBOOKPARTS.COM	CF	DISTRICT TECH. SUPPLIES		39.99
<b>21-1467</b>	<b>11-000-100-562-00-000/ TUITION LEAS IN ST SPEC</b>						
		020406	7141 / PILLAR CARE CONTINUUM	CF	TUITION LEAS IN ST SPEC		7,771.00
<b>21-1480</b>	<b>11-000-263-610-00-000/ SUPPLIES CARE OF GROUNDS</b>						
		12663	6309 / STONE BROOK GARDEN & LANDSCAPE SUPPLY	CF	SUPPLIES CARE OF GROUNDS		185.00
<b>21-1485</b>	<b>11-000-263-610-00-000/ SUPPLIES CARE OF GROUNDS</b>						
		12753	6309 / STONE BROOK GARDEN & LANDSCAPE SUPPLY	CF	SUPPLIES CARE OF GROUNDS		120.00

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<b>Pending Payments</b>								
21-1492	11-000-262-610-09-000/ GEN SUPP-ITINERANT	9769244279	1680 / GRAINGER EQUIP	CF	GEN SUPP-ITINERANT			304.84
21-1493	11-190-100-610-05-065/ TEACH. SUPPLY-HILL	308103699387	2460 / SCHOOL SPECIALTY EDUCATION	CF	TEACH. SUPPLY-HILL			1,334.86
21-1496	11-000-240-600-02-050/ SUPP & MAT'L OFFICE-LHS	217447986	3982 / W B MASON COMPANY	CF	SUPP & MAT'L OFFICE-LHS			44.99
21-1504	11-190-100-600-09-000/ REPAIRS & MAINT ITIN	17072	6707 / SOFTNETWORKS LLC	CF	REPAIRS & MAINT ITIN			2,405.00
21-1505	11-000-230-590-00-000/ OTH PURCH SERVICES	16READERSJAN21-JAN2 2	7043 / MARSHALL MEMO	CF	OTH PURCH SERVICES			230.00
21-1506	11-000-262-590-00-000/ MISC PURCH SVCS	0006065282	8930 / MR. JOHN, INC.	CF	MISC PURCH SVCS			1,382.25
21-1509	11-000-262-610-02-050/ GEN SUPP-LHS	68447	3715 / RICCIARDI BROTHERS OF LODI	CF	GEN SUPP-LHS			168.91
21-1511	11-000-251-330-00-000/ PURCH PROF SERV	93261	5311 / BOWMAN & COMPANY LLP	CF	PURCH PROF SERV			881.30
21-1513	11-000-230-600-00-000/ SUPP & MAT OFF-SUPT	D643633	1637 / GANN LAW BOOKS	CF	SUPP & MAT OFF-SUPT			280.25
	11-000-251-600-00-000/ SUPP BD SEC OFF	D643633	1637 / GANN LAW BOOKS	CF	SUPP BD SEC OFF			280.25
<b>Total for 21-1513</b>								<b>\$560.50</b>
21-1515	11-000-261-420-09-000/ BUILD MAINT-ITINERANT	19097A-M	6122 / MAGIC TOUCH CONSTRUCTION CO., INC.	CF	BUILD MAINT-ITINERANT			40,526.73

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<b>Pending Payments</b>							
21-1524	11-190-100-610-09-000/ DISTRICT TECH. SUPPLIES						
		7056683	3370 / CDW*G COMPUTER SOLUTIONS	CF	DISTRICT TECH. SUPPLIES		189.75
		7128004	3370 / CDW*G COMPUTER SOLUTIONS	CF	DISTRICT TECH. SUPPLIES		361.35
			<b>Total for 21-1524</b>				<b>\$551.10</b>
21-1526	11-000-251-600-00-000/ SUPP BD SEC OFF						
		1KJP-1TWQ-CLD1	7084 / AMAZON CAPITAL SERVICES, INC.	CF	SUPP BD SEC OFF		199.99
21-1529	11-000-261-420-09-000/ BUILD MAINT-ITINERANT						
		6072	5964 / RFS COMMERCIAL, INC.	CF	BUILD MAINT-ITINERANT		6,906.28
21-1530	11-000-263-610-00-000/ SUPPLIES CARE OF GROUNDS						
		S843270	3334 / GARFIELD LUMBER & MILLWORK, INC.	CF	SUPPLIES CARE OF GROUNDS		210.37
21-1532	20-511-266-420-00-000/ NP SECURITY						
		7755	6967 / MASUCCI ELECTRIC, INC	CF	NP SECURITY		1,020.00
21-1535	11-000-230-590-00-000/ OTH PURCH SERVICES						
		AD# 004545824	2359 / RECORD, THE (LEGAL)	CF	OTH PURCH SERVICES		92.08
		AD# 0004545882	2359 / RECORD, THE (LEGAL)	CF	OTH PURCH SERVICES		99.10
			<b>Total for 21-1535</b>				<b>\$191.18</b>
21-1537	11-000-262-610-09-000/ GEN SUPP-ITINERANT						
		306987	3715 / RICCIARDI BROTHERS OF LODI	CF	GEN SUPP-ITINERANT		104.97
21-1540	11-190-100-500-03-067/ PURCH.SRVCS TJMS						
		CONTRACT# 10055336	3153 / ACCO BRAND USA/GBC	CF	PURCH SRVCS TJMS		614.94
21-1541	11-000-261-610-09-000/ GEN SUPP MAINT-ITIN						
		S844819	3334 / GARFIELD LUMBER & MILLWORK, INC	CF	GEN SUPP MAINT-ITIN		41.56
21-1542	11-000-219-320-00-000/ PURCH PROF-ED SRV LIN/OD						
		59344	2535 / SOUTH BERGEN JOINTURE	CF	PURCH PROF-ED SRV LIN/OD		300.00

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PO #	Account # / Description	Inv #	Vendor # / Name	Check Type *	Check Description or Multi Remit To Check Name	Check #	Check Amount
<b>Pending Payments</b>							
21-1543	11-000-261-610-09-000/ GEN SUPP MAINT-ITIN						
	S844783		3334 / GARFIELD LUMBER & MILLWORK, INC.	CF	GEN SUPP MAINT-ITIN		0.75
	S844906		3334 / GARFIELD LUMBER & MILLWORK, INC.	CF	GEN SUPP MAINT-ITIN		24.96
			<b>Total for 21-1543</b>				<b>\$25.71</b>
21-1544	11-000-261-420-09-000/ BUILD MAINT-ITINERANT						
	SD3280		6758 / MCCLOSKEY MECHANICAL CONTRACTORS, INC.	CF	BUILD MAINT-ITINERANT		1,408.00
21-1545	11-000-261-420-09-000/ BUILD MAINT-ITINERANT						
	0105300		4619 / BINSKY & SNYDER SERVICE, LLC	CF	BUILD MAINT-ITINERANT		560.84
	0105260		4619 / BINSKY & SNYDER SERVICE, LLC	CF	BUILD MAINT-ITINERANT		1,080.00
			<b>Total for 21-1545</b>				<b>\$1,640.84</b>
21-1548	11-000-261-420-09-000/ BUILD MAINT-ITINERANT						
	21-1174		4519 / SAL ELECTRIC CO., INC.	CF	BUILD MAINT-ITINERANT		1,212.38
21-1551	11-000-261-610-09-000/ GEN SUPP MAINT-ITIN						
	0175837-IN		1950 / MAIN LOCK SHOP	CF	GEN SUPP MAINT-ITIN		89.00
21-1556	11-000-261-610-09-000/ GEN SUPP MAINT-ITIN						
	S4185757.001		1995 / WALLINGTON PLUMBING & HTG. CO.	CF	GEN SUPP MAINT-ITIN		83.18
21-1558	11-000-262-420-09-000/ OP OF PLANT SVCS-ITIN						
	13673		3003 / RAYMOND GLASS CO.,INC.	CF	OP OF PLANT SVCS-ITIN		325.00
21-1559	11-000-261-610-09-000/ GEN SUPP MAINT-ITIN						
	3008671-00		1569 / FELDMAN BROS ELECTRICAL SUPPLY CO , INC.	CF	GEN SUPP MAINT-ITIN		79.79
21-1560	11-000-261-610-09-000/ GEN SUPP MAINT-ITIN						
	016838		1239 / BROWN'S JANITORIAL SUPPLIES	CF	GEN SUPP MAINT-ITIN		248.97
21-1561	11-000-261-610-09-000/ GEN SUPP MAINT-ITIN						

\* CF - Computer Full CP - Computer Partial HF - Hand Check Full HP - Hand Check Partial

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**Lodi Board of Education**  
**Bills And Claims Report By PO Number**  
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PO #	Account # / Description	Inv #	Vendor # / Name	Check Type *	Check Description or Multi Remit To Check Name	Check #	Check Amount
<b>Pending Payments</b>							
		306852	3715 / RICCIARDI BROTHERS OF LODI	CF	GEN SUPP MAINT-ITIN		347.87
21-1563	11-000-261-610-09-000/ GEN SUPP MAINT-ITIN						
	S845400	3334 / GARFIELD LUMBER & MILLWORK, INC.	CF	GEN SUPP MAINT-ITIN			30.65
21-1565	11-000-223-580-00-050/ PURCH SRV STAFF DEV LHS						
	54875	5069 / FOUNDATION FOR EDUCATIONAL ADMIN.	CF	PURCH SRV STAFF DEV LHS			60.00
21-1576	11-000-262-610-09-000/ GEN SUPP-ITINERANT						
	68547	3715 / RICCIARDI BROTHERS OF LODI	CF	GEN SUPP-ITINERANT			292.11
21-1577	11-000-261-420-09-000/ BUILD MAINT-ITINERANT						
	0105120	4619 / BINSKY & SNYDER SERVICE, LLC	CF	BUILD MAINT-ITINERANT			2,512.24
	0105140	4619 / BINSKY & SNYDER SERVICE, LLC	CF	BUILD MAINT-ITINERANT			1,105.11
		<b>Total for 21-1577</b>					<b>\$3,617.35</b>
21-1580	11-000-219-320-00-000/ PURCH PROF-ED SRV LIN/OD						
	12/578	7162 / MIRIAM SKYDELL AND ASSOCIATES, LLC	CF	PURCH PROF-ED SRV LIN/OD			8,910.00
21-1591	11-000-261-420-09-000/ BUILD MAINT-ITINERANT						
	0105092	4619 / BINSKY & SNYDER SERVICE, LLC	CF	BUILD MAINT-ITINERANT			270.00
	0105091	4619 / BINSKY & SNYDER SERVICE, LLC	CF	BUILD MAINT-ITINERANT			405.00
		<b>Total for 21-1591</b>					<b>\$675.00</b>
21-1596	11-000-261-420-09-000/ BUILD MAINT-ITINERANT						
	0105091	6363 / A.M.E., INC.	CF	BUILD MAINT-ITINERANT			1,320.00
21-1606	11-000-261-610-09-000/ GEN SUPP MAINT-ITIN						
	8479	1950 / MAIN LOCK SHOP	CF	GEN SUPP MAINT-ITIN			18.00
21-1613	11-000-261-610-09-000/ GEN SUPP MAINT-ITIN						
	9787061010	1680 / GRAINGER EQUIP	CF	GEN SUPP MAINT-ITIN			267.45
21-1618	11-000-261-420-09-000/ BUILD MAINT-ITINERANT						

\* CF - Computer Full CP - Computer Partial HF - Hand Check Full HP - Hand Check Partial

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PO #	Account # / Description	Inv #	Vendor # / Name	Check Type *	Check Description or Multi Remit To Check Name	Check #	Check Amount
<b>Pending Payments</b>							
		0105095	4619 / BINSKY & SNYDER SERVICE, LLC	CF	BUILD MAINT-ITINERANT		675.00
21-1621	11-190-100-610-09-000/ DISTRICT TECH. SUPPLIES	8878217	3989 / PROVANTAGE	CF	DISTRICT TECH. SUPPLIES		961.71
21-1622	11-190-100-610-09-000/ DISTRICT TECH. SUPPLIES	1XWX-M3LQ-DPQM	7084 / AMAZON CAPITAL SERVICES, INC.	CF	DISTRICT TECH. SUPPLIES		64.59
21-1623	11-190-100-610-09-000/ DISTRICT TECH. SUPPLIES	7667161	3370 / CDW*G COMPUTER SOLUTIONS	CF	DISTRICT TECH. SUPPLIES		51.00
21-1626	11-000-230-600-00-000/ SUPP & MAT OFF-SUPT	7685559	3370 / CDW*G COMPUTER SOLUTIONS	CF	SUPP & MAT OFF-SUPT		128.34
21-1628	11-000-291-210-00-000/ GROUP INSURANCE	GROUP LIFE INS PREMI	5310 / TEACHERS' PENSION AND ANNUITY	CF	GROUP INSURANCE		383.84
21-1631	11-190-100-640-09-1 TEXTBOOKS - ITINERANT	1881	7139 / BOOK-IT DISTRIBUTION	CF	TEXTBOOKS - ITINERANT		16,000.00
21-1643	11-000-230-334-00-000/ ARCH/ENG SERVICES	20098-2	6765 / ENVIRONETICS GROUP ARCHITECTS,P.C.	CF	ARCH/ENG SERVICES		3,437.51
21-1645	11-190-100-610-09-000/ DISTRICT TECH. SUPPLIES	8879912	3989 / PROVANTAGE	CF	DISTRICT TECH. SUPPLIES		735.46
21-1648	11-000-261-420-09-000/ BUILD MAINT-ITINERANT	0105417	4619 / BINSKY & SNYDER SERVICE, LLC	CF	BUILD MAINT-ITINERANT		1,025.00
21-1656	11-000-263-610-00-000/ SUPPLIES CARE OF GROUNDS	13137	6309 / STONE BROOK GARDEN & LANDSCAPE SUPPLY	CF	SUPPLIES CARE OF GROUNDS		240.00
21-1657	11-000-262-520-00-000/ INSURANCE	POLICY# FLD2789170	7046 / SELECTIVE INSURANCE COMPANY OF AMERICA	CF	INSURANCE		19,172.00

\* CF -- Computer Full CP - Computer Partial HF - Hand Check Full HP - Hand Check Partial

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# Lodi Board of Education

## Bills And Claims Report By PO Number

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PO #	Account # / Description	Inv #	Vendor # / Name	Check Type *	Check Description or Multi Remit To Check Name	Check #	Check Amount
<b>Pending Payments</b>							
21-1669	11-219-100-320-00-000/ HOME INSTR SRV OOD						
	CHS-M0719		5366 / MIDDLESEX REGIONAL EDUC. SERVICES	CF	HOME INSTR SRV OOD		1,604.25
			COMM.				
	CHS_M0819		5366 / MIDDLESEX REGIONAL EDUC. SERVICES	CF	HOME INSTR SRV OOD		310.50
			COMM.				
	<b>Total for 21-1669</b>						<b>\$1,914.75</b>
21-1674	11-000-261-420-09-000/ BUILD MAINT-ITINERANT						
	0105311		4619 / BINSKY & SNYDER SERVICE, LLC	CF	BUILD MAINT-ITINERANT		1,080.00
21-1677	11-000-217-320-00-000/ PURCH PROF-ED SRV LIN/OD						
	RB19/20-13		3383 / SPECTRUM 360/CHILDREN'S INSTITUTE	CF	PURCH PROF-ED SRV LIN/OD		849.26
21-1678	11-000-263-610-00-000/ SUPPLIES CARE OF GROUNDS						
	12979		6309 / STONE BROOK GARDEN & LANDSCAPE SUPPLY	CF	SUPPLIES CARE OF GROUNDS		185.00
	13172		6309 / STONE BROOK GARDEN & LANDSCAPE SUPPLY	CF	SUPPLIES CARE OF GROUNDS		918.75
	<b>Total for 21-1678</b>						<b>\$1,103.75</b>
21-1691	20-509-213-390-12-000/ NP IC NURSE SRVC.						
	NPSN 1343		1177 / BERGEN COUNTY DEPT. HEALTH SERVICES	CF	NP IC NURSE SRVC.		2,226.86
21-1711	11-000-262-520-00-000/ INSURANCE						
	13400		2071 / NATHAN LANE AGENCY, INC.	CF	INSURANCE		20.00
21-1714	40-701-510-833-00-/ LEASE PURCH AGREE INT						
	LODIBOEREF15		3923 / BANK OF NEW YORK	CF	LEASE PURCH AGREE INT		2,250.00
21-1717	11-000-100-562-00-000/ TUITION LEAS IN ST SPEC						
	FEB-JUNE 2020 J.E.		2870 / SADDLE BROOK BOE	CF	TUITION LEAS IN ST SPEC		15,500.00
	11-000-217-320-00-000/ PURCH PROF-ED SRV LIN/OD						
	FEB-JUNE 2020 J.E.		2870 / SADDLE BROOK BOE	CF	PURCH PROF-ED SRV LIN/OD		11,000.00
	<b>Total for 21-1717</b>						<b>\$26,500.00</b>
21-1718							

\* CF - Computer Full CP - Computer Partial HF - Hand Check Full HP - Hand Check Partial

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**Lodi Board of Education**  
**Bills And Claims Report By PO Number**  
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PO #	Account # / Description	Inv #	Vendor # / Name	Check Type *	Check Description or Multi Remit To Check Name	Check #	Check Amount
<b>Pending Payments</b>							
	11-190-100-320-00-067/ PURCH PROF-ED SRV TJMS						
		200799460	6374 / DELTA-T GROUP NORTH JERSEY, INC	CF	PURCH PROF-ED SRV TJMS		2,562.30
21-1719							
	11-000-213-300-00-000/ PURCH PROF/TECH SRV OOD						
		16253709	6082 / BAYADA HOME HEALTH CARE, INC.	CF	PURCH PROF/TECH SRV OOD		275.00
		16236270	6082 / BAYADA HOME HEALTH CARE, INC	CF	PURCH PROF/TECH SRV OOD		1,718.75
			<b>Total for 21-1719</b>				<b>\$1,993.75</b>
21-1723							
	20-477-200-300-00-000/ CARES - PURCH SVCS						
		1/11/2021	7137 / BECKMEYER, JUDITH A.	CF	CARES - PURCH SVCS		300.00
		2/5/2021	7137 / BECKMEYER, JUDITH A.	CF	CARES - PURCH SVCS		300.00
			<b>Total for 21-1723</b>				<b>\$600.00</b>
21-1730							
	11-000-261-420-09-000/ BUILD MAINT-ITINERANT						
		21-1180	4519 / SAL ELECTRIC CO., INC.	CF	BUILD MAINT-ITINERANT		644.25
		21-1178	4519 / SAL ELECTRIC CO., INC	CF	BUILD MAINT-ITINERANT		294.31
		21-1179	4519 / SAL ELECTRIC CO., INC.	CF	BUILD MAINT-ITINERANT		1,318.92
		21-1177	4519 / SAL ELECTRIC CO., INC.	CF	BUILD MAINT-ITINERANT		1,288.10
			<b>Total for 21-1730</b>				<b>\$3,545.58</b>
21-1731							
	11-000-261-420-09-000/ BUILD MAINT-ITINERANT						
		113375	1997 / MERCHANTS ALARM SYSTEMS	CF	BUILD MAINT-ITINERANT		17.50
		113326	1997 / MERCHANTS ALARM SYSTEMS	CF	BUILD MAINT-ITINERANT		17.50
		113722	1997 / MERCHANTS ALARM SYSTEMS	CF	BUILD MAINT-ITINERANT		17.50
		113373	1997 / MERCHANTS ALARM SYSTEMS	CF	BUILD MAINT-ITINERANT		17.50
		113374	1997 / MERCHANTS ALARM SYSTEMS	CF	BUILD MAINT-ITINERANT		17.50
		113721	1997 / MERCHANTS ALARM SYSTEMS	CF	BUILD MAINT-ITINERANT		17.50
		113723	1997 / MERCHANTS ALARM SYSTEMS	CF	BUILD MAINT-ITINERANT		17.50
			<b>Total for 21-1731</b>				<b>\$122.50</b>
<b>Total for Pending Payments</b>							<b>\$1,283,948.99</b>

\* CF - Computer Full CP - Computer Partial HF - Hand Check Full HP - Hand Check Partial

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**Lodi Board of Education**  
**Bills And Claims Report By PO Number**  
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*Resolution that the list of claims for goods received and services rendered and certified to be correct by the Business Administrator, be approved for payment and further that the Secretary's and Treasurer's financial reports be accepted as filed.* Run on 02/17/2021 at 10:01:06 AM

**Fund Summary**

Fund Category	Sub Fund	Computer Checks	Computer Checks Non/AP	Hand Checks	Hand Checks Non/AP	Total Checks
10	10	\$201,270.00				\$201,270.00
10	11	\$1,042,303.70				\$1,042,303.70
Fund 10	TOTAL	\$1,243,573.70				\$1,243,573.70
20	20	\$38,125.29				\$38,125.29
40	40	\$2,250.00				\$2,250.00
GRAND	TOTAL	\$1,283,948.99	\$0.00	\$0.00	\$0.00	\$1,283,948.99

**Board Secretary**

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**Lodi Board of Education**  
**Bills And Claims Report By PO Number**  
for Batch 66

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PO #	Account # / Description	Inv #	Vendor # / Name	Check Type *	Check Description or Multi Remit To Check Name	Check #	Check Amount
<b>Pending Payments</b>							
21-0839	60-910-310-500-00- OTHER PURCH. SERVICES						
		492 012221	2293 / POMPTONIAN INC	CF	OTHER PURCH. SERVICES		6,263.17
		429 012921	2293 / POMPTONIAN INC	CF	OTHER PURCH. SERVICES		10,786.39
					<b>Total for 21-0839</b>		<b>\$17,049.56</b>
21-1642	60-910-310-890-00- MISCELLANEOUS EXPENSES						
		17192	4981 / A AND M ALARM SYSTEMS LLC	CF	MISCELLANEOUS EXPENSES		259.70
21-1735	60-910-310-890-00- MISCELLANEOUS EXPENSES						
		0105096	4619 / BINSKY & SNYDER SERVICE, LLC	CF	MISCELLANEOUS EXPENSES		607.50
					<b>Total for Pending Payments</b>		<b>\$17,916.76</b>

\* CF - Computer Full CP - Computer Partial HF - Hand Check Full HP - Hand Check Partial  
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**Lodi Board of Education**  
**Bills And Claims Report By PO Number**  
for Batch 66

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*Resolution that the list of claims for goods received and services rendered and certified to be correct by the Business Administrator,  
be approved for payment and further that the Secretary's and Treasurer's financial reports be accepted as filed.*

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Fund Category	Sub Fund	Computer Checks	Computer Checks Non/AP	Hand Checks	Hand Checks Non/AP	Total Checks
60	60	\$17,916.76				\$17,916.76
GRAND	TOTAL	\$17,916.76	\$0.00	\$0.00	\$0.00	\$17,916.76

Board Secretary

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# Lodi Board of Education

## Disbursement Journal By Batch for Batch 68

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02/10/2021

Account #	Account Desc	Inv #	PO #	Check Description or Multi Remit To Check Name	Vendor # /Name	Liquidated Amt.	Check Amt	Payment/ Chk Type
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### Non A/P Checks

Batch# 68

DB:95-402- CR:95-101-

Jan 26 gv basketball	6084/ BURKE III, ROBERT	84.00	84.00 Full / Comp
jan 26 gv basketball	5535/ GIACCIO, JOE	84.00	84.00 Full / Comp
jan 26 gjv basketball	5883/ LAWRENCE, REGINALD	60.00	60.00 Full / Comp
jan 26 gjv basketball	5669/ TEEL, HENRY	60.00	60.00 Full / Comp
jan 27 bjv basketball	6827/ DAVID, JAY	60.00	60.00 Full / Comp
jan 27 bv basketball	6680/ GOGERTY, BRIAN	84.00	84.00 Full / Comp
jan 27 bjv basketball	5815/ MAGDA, TED	60.00	60.00 Full / Comp
JAN 27 BASKETBALL	7164/ TORRES, KEVIN	84.00	84.00 Full / Comp
JAN 28 GMS BASKETBALL	5848/ HOFFMAN, DAVID	60.00	60.00 Full / Comp
JAN 28 GMS BASKETBALL	5608/ MCMANUS, DONALD	60.00	60.00 Full / Comp
JAN 29 BJV BASKETBALL	6135/ BETANCES, RICHARD	60.00	60.00 Full / Comp
JAN 29 BV BSKETBALL	5524/ DEPENA, RICHARD	84.00	84.00 Full / Comp
JAN 29 BJV BASKETBALL	6289/ WINSLOW, TIM	60.00	60.00 Full / Comp
JAN 29 BV BASKETBALL	5806/ ZULAUF, CHARLES	84.00	84.00 Full / Comp
OCT 13	5756/ TASHIAN, DAVE	83.00	83.00 Full / Comp
feb 9 gmc basketball	5848/ HOFFMAN, DAVID	60.00	60.00 Full / Comp
feb 9 basketball	5862/ PICCINI, MARTY	60.00	60.00 Full / Comp
feb 5 gv basketball	5547/ BAUER, RAY	84.00	84.00 Full / Comp
feb 5 gjv basketball	6827/ DAVID, JAY	60.00	60.00 Full / Comp
feb 5 gv basketball	5521/ DEPALO, FRANK	84.00	84.00 Full / Comp
feb 5 gjv basketball	5499/ PHIPPS, CARL	60.00	60.00 Full / Comp

**Total For Batch 68**

**\$1,475.00**

\* UnCommitted Purchase Order(s)

\*\* Disabled Vendor

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# Lodi Board of Education

## Disbursement Journal By Batch for Batch 68

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Account #		Check Description or					Payment/	
Account Desc	Inv #	PO #	Multi Remit To Check Name	Vendor # /Name	Liquidated Amt.	Check Amt	Chk Type	
Fund Summary	Fund Category	Sub Fund	Computer Checks	Computer Checks Non/AP	Hand Checks	Hand Checks Non/AP	Total Checks	
	95	95		\$1,475.00			\$1,475.00	
	GRAND	TOTAL	\$0.00	\$1,475.00	\$0.00	\$0.00	\$1,475.00	

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02/17/2021

# Lodi Board of Education

## Check Register By Check Number

for Batch 75 and Posted Checks : Selected Cycle : January

23

Check # PO #	Invoice Number	Account Number	Vendor No./ Name	Batch	Check Amount	Check Description	Check Date	Check Type
<b>POSTED CHECKS</b>								
<b>Payroll Agency -Check Series #2</b>								
13795 Non A/P Chk		DB90-471-32, CR90-101-01	5385/AXA EQUITABLE LIFE INSURANCE CO.	75	42,750.00	AXA 403B	01/13/2021	C
Non A/P Chk		DB90-471-30, CR90-101-01	5385/AXA EQUITABLE LIFE INSURANCE CO.	75	3,547.00	AXA 457B	01/13/2021	C
<b>Total For Check Number 13795</b>					<b>\$46,297.00</b>			
13796 Non A/P Chk		DB90-471-16, CR90-101-01	4945/THE LEGEND GROUP/ADSERV	75	4,525.00	LEGEND 403B	01/13/2021	C
Non A/P Chk		DB90-471-31, CR90-101-01	4945/THE LEGEND GROUP/ADSERV	75	1,200.00	LEGEND 457B	01/13/2021	C
<b>Total For Check Number 13796</b>					<b>\$5,725.00</b>			
13797 Non A/P Chk		DB90-471-34, CR90-101-01	4978/MET LIFE	75	1,450.00	MET LIFE 457B	01/13/2021	C
13798 Non A/P Chk		DB90-471-62, CR90-101-01	5324/PRUDENTIAL RETIREMENT SERVICES	75	813.60	DCRP PENSION	01/13/2021	C
Non A/P Chk		DB90-471-63, CR90-101-01	5324/PRUDENTIAL RETIREMENT SERVICES	75	599.25	dcrp 1/13/21	01/13/2021	C
<b>Total For Check Number 13798</b>					<b>\$1,412.85</b>			
13799 Non A/P Chk		DB90-471-12, CR90-101-01	4944/SOUTH BERGEN FEDERAL CREDIT UNION	75	4,443.10	CREDIT UNION	01/13/2021	C
Non A/P Chk		DB90-471-13, CR90-101-01	4944/SOUTH BERGEN FEDERAL CREDIT UNION	75	45,913.24	SUMMER PAY	01/13/2021	C
<b>Total For Check Number 13799</b>					<b>\$50,356.34</b>			
13800 Non A/P Chk		DB90-471-17, CR90-101-01	7158/James Sekelsky	75	790.92	FSA 2020	01/13/2021	C
<b>Total for Payroll Agency Check Series #2</b>					<b>\$106,032.11</b>			

va\_chkr3.101405  
02/17/2021

## Lodi Board of Education

### Check Register By Check Number

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for Batch 75 and Posted Checks : Selected Cycle : January

Check # PO #	Invoice Number	Account Number	Vendor No./ Name	Batch	Check Amount	Check Description	Check Date	Check Type
<b>POSTED CHECKS</b>								
<b>Hand Checks</b>								
* 901132021	Non A/P Chk	DB90-471-07, CR90-101-01	4820/INTERNAL REVENUE SERVICE	75	15,181.12	fica/medi board share	01/13/2021	H
	Non A/P Chk	DB90-471-06, CR90-101-01	4820/INTERNAL REVENUE SERVICE	75	74,913.76	state share fica / medi1/13202	01/13/2021	H
	Non A/P Chk	DB90-471-10, CR90-101-01	2332/PUBLIC EMP.RETIREMENT SYSTEM	75	2,425.28	pers retro l & m	01/13/2021	H
	Non A/P Chk	DB90-471-25, CR90-101-01	2332/PUBLIC EMP.RETIREMENT SYSTEM	75	162.13	retro cl l & m	01/13/2021	H
<b>Total For Check Number 901132021</b>					<b>\$92,682.29</b>			
* 901152021	Non A/P Chk	DB90-471-33, CR90-101-01	4978/MET LIFE	75	7,705.00	MET LIFE 403B	01/13/2021	H
901152022	Non A/P Chk	DB90-471-58, CR90-101-01	5204/LODI BOE - GEN'L ACCT.	75	63,856.07	HEALTH BEN CONTRIB CALC	01/13/2021	H
901152023	Non A/P Chk	DB90-471-58, CR90-101-01	5204/LODI BOE - GEN'L ACCT.	75	214.50	BACK HEALTH DEDUCTION	01/13/2021	H
901152024	Non A/P Chk	DB90-471-01, CR90-101-01	4820/INTERNAL REVENUE SERVICE	75	105,149.95	FEDERAL TAX	01/13/2021	H
901152025	Non A/P Chk	DB90-471-40, CR90-101-01	4820/INTERNAL REVENUE SERVICE	75	826.50	EXTRA FEDERAL AMOUNT	01/13/2021	H
901152026	Non A/P Chk	DB90-471-41, CR90-101-01	4820/INTERNAL REVENUE SERVICE	75	8,607.36	FEDERAL FLAT %	01/13/2021	H
901152027	Non A/P Chk	DB90-471-02, CR90-101-01	4820/INTERNAL REVENUE SERVICE	75	73,018.05	FICA	01/13/2021	H
901152028	Non A/P Chk	DB90-471-42, CR90-101-01	4820/INTERNAL REVENUE SERVICE	75	17,076.79	MEDI	01/13/2021	H
901152029	Non A/P Chk	DB90-471-03, CR90-101-01	4976/STATE OF NJ - TAXES	75	34,963.76	NJ STATE A - SINGLE	01/13/2021	H
901152030	Non A/P Chk	DB90-471-44, CR90-101-01	4976/STATE OF NJ - TAXES	75	11,680.67	NJ STATE B - MARRIED	01/13/2021	H
901152031	Non A/P Chk	DB90-471-48, CR90-101-01	4976/STATE OF NJ - TAXES	75	590.00	NJ STATE EXTRA	01/13/2021	H
901152032	Non A/P Chk	DB90-471-04, CR90-101-01	4977/NYS INCOME TAX	75	234.95	NY STATE TAX FLAT AMOUNT	01/13/2021	H
<b>Total for Hand Checks</b>					<b>\$416,605.89</b>			
<b>Total Posted Checks</b>					<b>\$522,638.00</b>			

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**Lodi Board of Education**  
**Check Register By Check Number**  
for Batch 75 and Posted Checks : Selected Cycle : January

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Fund Summary	Fund Category	Sub Fund	Computer Checks	Computer Checks Non/AP	Hand Checks	Hand Checks Non/AP	Total Checks
	90	90		\$106,032.11		\$416,605.89	\$522,638.00
	GRAND	TOTAL	\$0.00	\$106,032.11	\$0.00	\$416,605.89	\$522,638.00

* Total Prior Cycle Checks Voided in selected cycle(s):	\$0.00
Total Checks from selected cycle(s) voided In the selected cycle(s):	\$0.00

# Lodi Board of Education

## Check Register By Check Number

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for Batch 79 and Posted Checks : Selected Cycle : January

Check # PO #	Invoice Number	Account Number	Vendor No./ Name	Batch	Check Amount	Check Description	Check Date	Check Type
<b>POSTED CHECKS</b>								
<b>Hand Checks</b>								
901132021	Non A/P Chk	DB10-141-01, CR10-101-	1899/LODI BOARD OF EDUCATION	79	74,913.76	state share fica 1/15/21	01/15/2021	H
	21-ER FICA	11-000-291-220-00-000	1900/LODI BOARD OF EDUCATION	79	15,181.12	SOC SEC CONTRIB OTHER	01/13/2021	H
	21-DCRP	11-000-291-241-00-000	5321/LODI BOARD OF EDUCATION	79	599.25	RETIRE CONTRIB REGULAR	01/13/2021	H
	21-SUI	11-000-291-250-00-000	1898/LODI BOARD OF EDUCATION	79	7,423.82	UNEMPLOYMENT COMP	01/13/2021	H
<b>Total For Check Number 901132021</b>					<b>\$98,117.95</b>			
* 901152021	PRL-2021	11-000-213-100-00-050	1901/LODI BOARD OF EDUCATION	79	5,003.40	SALARY HEALTH LHS	01/15/2021	H
	PRL-2021	11-000-213-100-00-060	1901/LODI BOARD OF EDUCATION	79	2,683.10	SALARY HEALTH COL	01/15/2021	H
	PRL-2021	11-000-213-100-00-065	1901/LODI BOARD OF EDUCATION	79	2,683.10	SALARY HEALTH TJMS	01/15/2021	H
	PRL-2021	11-000-213-100-00-067	1901/LODI BOARD OF EDUCATION	79	2,683.10	SALARY HEALTH TJMS	01/15/2021	H
	PRL-2021	11-000-213-100-00-080	1901/LODI BOARD OF EDUCATION	79	2,683.10	SALARY HEALTH ROOS	01/15/2021	H
	PRL-2021	11-000-213-100-00-090	1901/LODI BOARD OF EDUCATION	79	2,717.85	SALARY HEALTH WASH	01/15/2021	H
	PRL-2021	11-000-213-100-00-100	1901/LODI BOARD OF EDUCATION	79	2,467.85	SALARY HEALTH WILS	01/15/2021	H
	PRL-2021	11-000-216-100-00-000	1901/LODI BOARD OF EDUCATION	79	881.92	SALARY SPEECH LINC	01/15/2021	H
	PRL-2021	11-000-216-100-00-050	1901/LODI BOARD OF EDUCATION	79	1,149.98	SALARY SPEECH LHS	01/15/2021	H
	PRL-2021	11-000-216-100-00-060	1901/LODI BOARD OF EDUCATION	79	1,763.84	SALARY SPEECH COL	01/15/2021	H
	PRL-2021	11-000-216-100-00-065	1901/LODI BOARD OF EDUCATION	79	1,768.44	SALARY SPEECH HILL	01/15/2021	H
	PRL-2021	11-000-216-100-00-067	1901/LODI BOARD OF EDUCATION	79	3,754.35	SALARY SPEECH TJMS	01/15/2021	H
	PRL-2021	11-000-216-100-00-080	1901/LODI BOARD OF EDUCATION	79	1,178.96	SALARY SPEECH ROOS	01/15/2021	H
	PRL-2021	11-000-216-100-00-090	1901/LODI BOARD OF EDUCATION	79	1,724.97	SALARY SPEECH WASH	01/15/2021	H
	PRL-2021	11-000-216-100-00-100	1901/LODI BOARD OF EDUCATION	79	1,763.84	SALARY SPEECH WILS	01/15/2021	H
	PRL-2021	11-000-217-100-00-000	1901/LODI BOARD OF EDUCATION	79	1,840.00	SAL HOME PROGRAMMERS	01/15/2021	H
	PRL-2021	11-000-217-100-00-050	1901/LODI BOARD OF EDUCATION	79	986.25	SAL SUP AIDE LHS	01/15/2021	H
	PRL-2021	11-000-217-100-00-067	1901/LODI BOARD OF EDUCATION	79	986.25	SAL SUP AIDE TJMS	01/15/2021	H
	PRL-2021	11-000-217-100-00-080	1901/LODI BOARD OF EDUCATION	79	1,972.50	SAL SUP AIDE ROOS	01/15/2021	H
	PRL-2021	11-000-217-100-00-090	1901/LODI BOARD OF EDUCATION	79	986.25	SAL SUP AIDE WASH	01/15/2021	H
	PRL-2021	11-000-217-100-00-100	1901/LODI BOARD OF EDUCATION	79	986.25	SAL SUP AIDE WILSON	01/15/2021	H
	PRL-2021	11-000-218-104-00-050	1901/LODI BOARD OF EDUCATION	79	15,504.15	SALARY GUIDANCE LHS	01/15/2021	H
	PRL-2021	11-000-218-104-00-060	1901/LODI BOARD OF EDUCATION	79	2,802.25	SALARY GUIDANCE COL	01/15/2021	H
	PRL-2021	11-000-218-104-00-065	1901/LODI BOARD OF EDUCATION	79	3,050.75	SALARY GUIDANCE HILL	01/15/2021	H
	PRL-2021	11-000-218-104-00-067	1901/LODI BOARD OF EDUCATION	79	16,662.49	SALARY GUIDANCE TJMS	01/15/2021	H
	PRL-2021	11-000-218-104-00-080	1901/LODI BOARD OF EDUCATION	79	3,050.75	SALARY GUIDANCE ROOS	01/15/2021	H
	PRL-2021	11-000-218-104-00-090	1901/LODI BOARD OF EDUCATION	79	5,880.50	SALARY GUIDANCE WASH	01/15/2021	H
	PRL-2021	11-000-218-104-00-100	1901/LODI BOARD OF EDUCATION	79	2,802.25	SALARY GUIDANCE WILS	01/15/2021	H
	PRL-2021	11-000-218-104-60-050	1901/LODI BOARD OF EDUCATION	79	2,100.00	SALARY GUIDANCE SUBS-LHS	01/15/2021	H
	PRL-2021	11-000-218-105-00-050	1901/LODI BOARD OF EDUCATION	79	2,655.20	SAL SEC & CLERK ASST	01/15/2021	H

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## Lodi Board of Education

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for Batch 79 and Posted Checks : Selected Cycle : January

Check # PO #	Invoice Number	Account Number	Vendor No./ Name	Batch	Check Check Amount Description	Check Date	Check Type
<b>POSTED CHECKS</b>							
901152021 PRL-2021		11-000-219-104-00-000	1901/LODI BOARD OF EDUCATION	79	34,284.05SALARY CHILD STUDY TEAM	01/15/2021	H
PRL-2021		11-000-219-105-00-000	1901/LODI BOARD OF EDUCATION	79	5,062.07SALARY SECRETARIES CST	01/15/2021	H
PRL-2021		11-000-219-105-28-000	1901/LODI BOARD OF EDUCATION	79	490.00SAL. CST CLERICAL OT/SUB	01/15/2021	H
PRL-2021		11-000-221-102-00-000	1901/LODI BOARD OF EDUCATION	79	13,016.28SALARY SUPV INSTR LINC	01/15/2021	H
PRL-2021		11-000-221-102-00-050	1901/LODI BOARD OF EDUCATION	79	6,641.58SALARY SUPV INSTR LHS	01/15/2021	H
PRL-2021		11-000-221-102-00-067	1901/LODI BOARD OF EDUCATION	79	5,853.45SALARY SUPV INST TJMS	01/15/2021	H
PRL-2021		11-000-222-100-00-050	1901/LODI BOARD OF EDUCATION	79	3,867.85SALARY MEDIA LHS	01/15/2021	H
PRL-2021		11-000-222-100-00-065	1901/LODI BOARD OF EDUCATION	79	5,105.50SALARY MEDIA HILL	01/15/2021	H
PRL-2021		11-000-222-100-00-090	1901/LODI BOARD OF EDUCATION	79	2,578.45SALARY MEDIA WASH	01/15/2021	H
PRL-2021		11-000-222-100-00-100	1901/LODI BOARD OF EDUCATION	79	2,875.80SALARY MEDIA WILS	01/15/2021	H
PRL-2021		11-000-230-100-00-000	1901/LODI BOARD OF EDUCATION	79	7,395.00SALARIES-GEN ADMIN	01/15/2021	H
PRL-2021		11-000-230-100-05-000	1901/LODI BOARD OF EDUCATION	79	7,431.86SAL SEC & CLERK ASST	01/15/2021	H
PRL-2021		11-000-230-100-11-000	1901/LODI BOARD OF EDUCATION	79	877.20SAL SUB CALLERS	01/15/2021	H
PRL-2021		11-000-240-103-00-050	1901/LODI BOARD OF EDUCATION	79	13,444.53SALARY PRINC/VP LHS	01/15/2021	H
PRL-2021		11-000-240-103-00-060	1901/LODI BOARD OF EDUCATION	79	5,279.79SALARY PRINC/VP COL	01/15/2021	H
PRL-2021		11-000-240-103-00-065	1901/LODI BOARD OF EDUCATION	79	6,423.20SALARY PRINC/VP HILL	01/15/2021	H
PRL-2021		11-000-240-103-00-067	1901/LODI BOARD OF EDUCATION	79	12,489.28SALARY PRINC/VP TJMS	01/15/2021	H
PRL-2021		11-000-240-103-00-080	1901/LODI BOARD OF EDUCATION	79	5,788.12SALARY PRINC/VP ROOS	01/15/2021	H
PRL-2021		11-000-240-103-00-090	1901/LODI BOARD OF EDUCATION	79	6,635.45SALARY PRINC/VP WASH	01/15/2021	H
PRL-2021		11-000-240-103-00-100	1901/LODI BOARD OF EDUCATION	79	6,485.45SALARY PRINC/VP WILS	01/15/2021	H
PRL-2021		11-000-240-104-00-000	1901/LODI BOARD OF EDUCATION	79	5,708.75SAL OTHER PROF STAFF LIN	01/15/2021	H
PRL-2021		11-000-240-104-00-050	1901/LODI BOARD OF EDUCATION	79	5,590.58SAL OTHER PROF STAFF LHS	01/15/2021	H
PRL-2021		11-000-240-105-00-050	1901/LODI BOARD OF EDUCATION	79	8,214.27SALARY SECRETARY LHS	01/15/2021	H
PRL-2021		11-000-240-105-00-060	1901/LODI BOARD OF EDUCATION	79	3,104.35SALARY SECRETARY COL	01/15/2021	H
PRL-2021		11-000-240-105-00-067	1901/LODI BOARD OF EDUCATION	79	5,091.24SALARY SECRETARY TJMS	01/15/2021	H
PRL-2021		11-000-240-105-00-080	1901/LODI BOARD OF EDUCATION	79	2,392.35SALARY SECRETARY ROOS	01/15/2021	H
PRL-2021		11-000-240-105-00-090	1901/LODI BOARD OF EDUCATION	79	2,392.35SALARY SECRETARY WASH	01/15/2021	H
PRL-2021		11-000-240-105-00-100	1901/LODI BOARD OF EDUCATION	79	3,104.35SALARY SECRETARY WILS	01/15/2021	H
PRL-2021		11-000-251-100-05-000	1901/LODI BOARD OF EDUCATION	79	10,448.94SAL SEC & CLERK ASST	01/15/2021	H
PRL-2021		11-000-251-100-28-000	1901/LODI BOARD OF EDUCATION	79	2,146.19SAL CENTRAL SERVICES	01/15/2021	H
PRL-2021		11-000-252-100-00-000	1901/LODI BOARD OF EDUCATION	79	7,720.11SAL COMP TECH LINC	01/15/2021	H
PRL-2021		11-000-252-100-00-050	1901/LODI BOARD OF EDUCATION	79	3,541.66SAL COMP TECH LHS	01/15/2021	H
PRL-2021		11-000-252-580-00-000	1901/LODI BOARD OF EDUCATION	79	100.00OTH PURCH SVCS	01/15/2021	H
PRL-2021		11-000-261-100-21-000	1901/LODI BOARD OF EDUCATION	79	9,206.63SALARIES MAINTENANCE	01/15/2021	H
PRL-2021		11-000-261-100-22-000	1901/LODI BOARD OF EDUCATION	79	1,332.45SAL MAINT O/T	01/15/2021	H
PRL-2021		11-000-262-100-18-000	1901/LODI BOARD OF EDUCATION	79	48,242.00SALARIES CUSTODIANS	01/15/2021	H
PRL-2021		11-000-262-100-19-000	1901/LODI BOARD OF EDUCATION	79	10,641.17SAL CUST O/T	01/15/2021	H

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for Batch 79 and Posted Checks : Selected Cycle : January

Check # PO #	Invoice Number	Account Number	Vendor No./ Name	Batch	Check Amount	Check Description	Check Date	Check Type
<b>POSTED CHECKS</b>								
901152021 PRL-2021		11-000-266-100-00-000	1901/LODI BOARD OF EDUCATION	79	2,800.00	SALARIES - SECURITY	01/15/2021	H
PRL-2021		11-000-291-299-00-000	1901/LODI BOARD OF EDUCATION	79	21,180.82	EMP.BENEFITS-SICK PAYOUT	01/15/2021	H
PRL-2021		11-110-100-101-00-060	1901/LODI BOARD OF EDUCATION	79	8,483.85	KIND - SALARIES COLUMBUS	01/15/2021	H
PRL-2021		11-110-100-101-00-065	1901/LODI BOARD OF EDUCATION	79	9,101.30	KIND - SALARIES HILLTOP	01/15/2021	H
PRL-2021		11-110-100-101-00-080	1901/LODI BOARD OF EDUCATION	79	5,105.50	KIND - SALARIES ROOS	01/15/2021	H
PRL-2021		11-110-100-101-00-090	1901/LODI BOARD OF EDUCATION	79	11,478.90	KIND - SALARIES WASH	01/15/2021	H
PRL-2021		11-110-100-101-00-100	1901/LODI BOARD OF EDUCATION	79	12,229.95	KIND - SALARIES WILSON	01/15/2021	H
PRL-2021		11-120-100-101-00-060	1901/LODI BOARD OF EDUCATION	79	49,405.15	SALARY TEACHERS 1-5 COL	01/15/2021	H
PRL-2021		11-120-100-101-00-065	1901/LODI BOARD OF EDUCATION	79	47,533.75	SALARY TEACHERS 1-5 HILL	01/15/2021	H
PRL-2021		11-120-100-101-00-080	1901/LODI BOARD OF EDUCATION	79	26,061.81	SALARY TEACHERS 1-5 ROOS	01/15/2021	H
PRL-2021		11-120-100-101-00-090	1901/LODI BOARD OF EDUCATION	79	49,514.17	SALARY TEACHERS 1-5 WASH	01/15/2021	H
PRL-2021		11-120-100-101-00-100	1901/LODI BOARD OF EDUCATION	79	51,770.69	SALARY TEACHERS 1-5 WILS	01/15/2021	H
PRL-2021		11-120-100-101-15-060	1901/LODI BOARD OF EDUCATION	79	1,125.00	SALARY SUB. 1-5 COL	01/15/2021	H
PRL-2021		11-120-100-101-15-065	1901/LODI BOARD OF EDUCATION	79	540.00	SALARY SUB. 1-5 HILL	01/15/2021	H
PRL-2021		11-120-100-101-15-080	1901/LODI BOARD OF EDUCATION	79	1,330.00	SALARY SUB. 1-5 ROOS	01/15/2021	H
PRL-2021		11-120-100-101-15-090	1901/LODI BOARD OF EDUCATION	79	1,665.00	SALARY SUB. 1-5 WASH	01/15/2021	H
PRL-2021		11-120-100-101-15-100	1901/LODI BOARD OF EDUCATION	79	630.00	SALARY SUB. 1-5 WILS	01/15/2021	H
PRL-2021		11-130-100-101-00-067	1901/LODI BOARD OF EDUCATION	79	149,793.57	SALARY TEACHERS 6-8	01/15/2021	H
PRL-2021		11-130-100-101-16-067	1901/LODI BOARD OF EDUCATION	79	1,470.00	SALARY SUB. 6-8	01/15/2021	H
PRL-2021		11-140-100-101-00-050	1901/LODI BOARD OF EDUCATION	79	183,486.16	SALARY TEACHER 9-12	01/15/2021	H
PRL-2021		11-190-100-106-15-050	1901/LODI BOARD OF EDUCATION	79	986.25	SAL TEACH AIDE LHS	01/15/2021	H
PRL-2021		11-204-100-101-00-060	1901/LODI BOARD OF EDUCATION	79	3,672.15	SALARY LLD TEACHERS COL	01/15/2021	H
PRL-2021		11-204-100-101-00-065	1901/LODI BOARD OF EDUCATION	79	4,838.70	SALARY LLD TEACHERS HILL	01/15/2021	H
PRL-2021		11-204-100-101-00-080	1901/LODI BOARD OF EDUCATION	79	2,614.50	SALARY LLD TEACHERS ROOS	01/15/2021	H
PRL-2021		11-204-100-101-00-090	1901/LODI BOARD OF EDUCATION	79	2,431.85	SALARY LLD TEACHERS WASH	01/15/2021	H
PRL-2021		11-204-100-101-00-100	1901/LODI BOARD OF EDUCATION	79	4,985.30	SALARY LLD TEACHERS WILS	01/15/2021	H
PRL-2021		11-204-100-101-38-100	1901/LODI BOARD OF EDUCATION	79	700.00	SALARY SUB. LLD WILS	01/15/2021	H
PRL-2021		11-204-100-106-70-060	1901/LODI BOARD OF EDUCATION	79	986.25	SAL. LLD AIDE COL	01/15/2021	H
PRL-2021		11-204-100-106-70-065	1901/LODI BOARD OF EDUCATION	79	1,972.50	SAL. LLD AIDE HILL	01/15/2021	H
PRL-2021		11-204-100-106-70-080	1901/LODI BOARD OF EDUCATION	79	986.25	SAL. LLD AIDE ROOS	01/15/2021	H
PRL-2021		11-204-100-106-70-090	1901/LODI BOARD OF EDUCATION	79	1,972.50	SAL. LLD AIDE WASH	01/15/2021	H
PRL-2021		11-204-100-106-70-100	1901/LODI BOARD OF EDUCATION	79	1,972.50	SAL. LLD AIDE WILS	01/15/2021	H
PRL-2021		11-213-100-101-00-050	1901/LODI BOARD OF EDUCATION	79	25,343.67	SALARY RESOURCE RM LHS	01/15/2021	H
PRL-2021		11-213-100-101-00-065	1901/LODI BOARD OF EDUCATION	79	2,654.85	SALARY RESOURCE RM HILL	01/15/2021	H
PRL-2021		11-213-100-101-00-067	1901/LODI BOARD OF EDUCATION	79	40,446.65	SALARY RESOURCE RM TJMS	01/15/2021	H
PRL-2021		11-213-100-101-00-100	1901/LODI BOARD OF EDUCATION	79	4,468.00	SALARY RESOURCE RM WILS	01/15/2021	H
PRL-2021		11-213-100-101-39-065	1901/LODI BOARD OF EDUCATION	79	700.00	SAL SUB RESOURCE RM HILL	01/15/2021	H

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Check # PO #	Invoice Number	Account Number	Vendor No./ Name	Batch	Check Amount	Check Description	Check Date	Check Type
<b>POSTED CHECKS</b>								
901152021	PRL-2021	11-213-100-106-71-050	1901/LODI BOARD OF EDUCATION	79	3,945.00	SAL RESOURCE RM AIDE LHS	01/15/2021	H
	PRL-2021	11-213-100-106-71-065	1901/LODI BOARD OF EDUCATION	79	986.25	SAL RESOURCE RM AIDE HIL	01/15/2021	H
	PRL-2021	11-213-100-106-71-067	1901/LODI BOARD OF EDUCATION	79	3,945.00	SAL RESOURCE RM AIDE TJM	01/15/2021	H
	PRL-2021	11-213-100-106-71-100	1901/LODI BOARD OF EDUCATION	79	986.25	SAL RESOURCE RM AIDE WIL	01/15/2021	H
	PRL-2021	11-230-100-101-00-050	1901/LODI BOARD OF EDUCATION	79	12,139.22	SAL. BASIC SKILLS LHS	01/15/2021	H
	PRL-2021	11-230-100-101-15-060	1901/LODI BOARD OF EDUCATION	79	1,037.94	SAL TITLE I LOCAL COL	01/15/2021	H
	PRL-2021	11-230-100-101-15-065	1901/LODI BOARD OF EDUCATION	79	4,140.06	SAL TITLE I LOCAL HILL	01/15/2021	H
	PRL-2021	11-230-100-101-15-090	1901/LODI BOARD OF EDUCATION	79	4,293.90	SAL TITLE I LOCAL WASH	01/15/2021	H
	PRL-2021	11-230-100-101-15-100	1901/LODI BOARD OF EDUCATION	79	4,857.62	SAL TITLE I LOCAL WILS	01/15/2021	H
	PRL-2021	11-230-100-101-43-067	1901/LODI BOARD OF EDUCATION	79	11,689.03	SAL TITLE I LOCAL-MS	01/15/2021	H
	PRL-2021	11-240-100-101-00-050	1901/LODI BOARD OF EDUCATION	79	4,366.58	SALARY E.S.L. LHS	01/15/2021	H
	PRL-2021	11-240-100-101-00-060	1901/LODI BOARD OF EDUCATION	79	3,834.35	SALARY E.S.L. COL	01/15/2021	H
	PRL-2021	11-240-100-101-00-065	1901/LODI BOARD OF EDUCATION	79	4,249.73	SALARY E.S.L. HILL	01/15/2021	H
	PRL-2021	11-240-100-101-00-067	1901/LODI BOARD OF EDUCATION	79	3,480.45	SALARY E.S.L. TJMS	01/15/2021	H
	PRL-2021	11-240-100-101-00-080	1901/LODI BOARD OF EDUCATION	79	2,553.45	SALARY E.S.L. ROOS	01/15/2021	H
	PRL-2021	11-240-100-101-00-090	1901/LODI BOARD OF EDUCATION	79	5,105.50	SALARY E.S.L. WASH	01/15/2021	H
	PRL-2021	11-240-100-101-00-100	1901/LODI BOARD OF EDUCATION	79	4,295.85	SALARY E.S.L. WILS	01/15/2021	H
	PRL-2021	11-402-100-100-02-050	1901/LODI BOARD OF EDUCATION	79	3,942.05	SALARY-ATHLETIC TRAINER	01/15/2021	H
	PRL-2021	20-218-100-101-13-065	1901/LODI BOARD OF EDUCATION	79	4,717.90	PRE-KIND SALARIES HILL	01/15/2021	H
	PRL-2021	20-218-100-101-13-080	1901/LODI BOARD OF EDUCATION	79	2,406.85	PRE-KIND SALARIES ROOS	01/15/2021	H
	PRL-2021	20-218-100-101-13-090	1901/LODI BOARD OF EDUCATION	79	9,932.25	PRE-KIND SALARIES WASH	01/15/2021	H
	PRL-2021	20-218-100-106-13-065	1901/LODI BOARD OF EDUCATION	79	986.25	PRE-KIND SAL AIDES HILL	01/15/2021	H
	PRL-2021	20-218-100-106-13-090	1901/LODI BOARD OF EDUCATION	79	1,972.50	PRE-KIND SAL AIDES WASH	01/15/2021	H
	PRL-2021	20-218-100-106-13-100	1901/LODI BOARD OF EDUCATION	79	986.25	PRE-KIND SAL AIDES WILS	01/15/2021	H
	PRL-2021	20-231-100-101-00-060	1901/LODI BOARD OF EDUCATION	79	3,679.96	TITLE I SALARIES COL	01/15/2021	H
	PRL-2021	20-231-100-101-00-065	1901/LODI BOARD OF EDUCATION	79	3,663.94	TITLE I SALARIES HILL	01/15/2021	H
	PRL-2021	20-231-100-101-00-067	1901/LODI BOARD OF EDUCATION	79	4,797.90	TITLE I SALARIES TJMS	01/15/2021	H
	PRL-2021	20-231-100-101-00-080	1901/LODI BOARD OF EDUCATION	79	3,022.45	TITLE I SALARIES ROOS	01/15/2021	H
	PRL-2021	20-231-100-101-00-090	1901/LODI BOARD OF EDUCATION	79	3,681.70	TITLE I SALARIES WASH	01/15/2021	H
	PRL-2021	20-231-100-101-00-100	1901/LODI BOARD OF EDUCATION	79	2,673.58	TITLE I SALARIES WILS	01/15/2021	H
	PRL-2021	20-241-100-101-00-065	1901/LODI BOARD OF EDUCATION	79	319.87	TITLE III SALARIES HILL	01/15/2021	H
Total For Check Number 901152021					\$1,237,303.11			
Total for Hand Checks					\$1,335,421.06			
Total Posted Checks					\$1,335,421.06			

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**Lodi Board of Education**  
**Check Register By Check Number**  
**for Batch 79 and Posted Checks : Selected Cycle : January**

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Fund Summary	Fund Category	Sub Fund	Computer Checks	Computer Checks Non/AP	Hand Checks	Hand Checks Non/AP	Total Checks
	10	10				\$74,913.76	\$74,913.76
	10	11			\$1,217,665.90		\$1,217,665.90
	Fund 10	TOTAL			\$1,217,665.90	\$74,913.76	\$1,292,579.66
	20	20			\$42,841.40		\$42,841.40
	GRAND	TOTAL	\$0.00	\$0.00	\$1,280,507.30	\$74,913.76	\$1,335,421.06

\* Total Prior Cycle Checks Voided in selected cycle(s): **\$0.00**  
Total Checks from selected cycle(s) voided in the selected cycle(s): **\$0.00**

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**Lodi Board of Education**  
**Check Register By Check Number**  
for Batch 76 and Posted Checks : Selected Cycle : January

Check # PO #	Invoice Number	Account Number	Vendor No./ Name	Ba-tch	Check Amount	Check Description	Check Date	Check Type
<b>POSTED CHECKS</b>								
<b>Hand Checks</b>								
1192021 Non A/P Chk		DB90-471-07, CR90-101-01	4820/INTERNAL REVENUE SERVICE	76	4,976.78	BRD SHARE 1/19	01/19/2021	H
* 901192021 Non A/P Chk		DB90-471-01, CR90-101-01	4820/INTERNAL REVENUE SERVICE	76	5,913.61	FEDERAL TAX	01/19/2021	H
901192022 Non A/P Chk		DB90-471-02, CR90-101-01	4820/INTERNAL REVENUE SERVICE	76	4,033.46	FICA	01/19/2021	H
901192023 Non A/P Chk		DB90-471-42, CR90-101-01	4820/INTERNAL REVENUE SERVICE	76	943.33	MEDI	01/19/2021	H
901192024 Non A/P Chk		DB90-471-03, CR90-101-01	4976/STATE OF NJ - TAXES	76	1,340.48	NJ STATE A - SINGLE	01/19/2021	H
901192025 Non A/P Chk		DB90-471-44, CR90-101-01	4976/STATE OF NJ - TAXES	76	392.23	NJ STATE B - MARRIED	01/19/2021	H
<b>Total for Hand Checks</b>					<b>\$17,599.89</b>			
<b>Total Posted Checks</b>					<b>\$17,599.89</b>			

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**Lodi Board of Education**  
**Check Register By Check Number**  
for Batch 76 and Posted Checks : Selected Cycle : January

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Fund Summary	Fund Category	Sub Fund	Computer Checks	Computer Checks Non/AP	Hand Checks	Hand Checks Non/AP	Total Checks
	90	90				\$17,599.89	\$17,599.89
	GRAND	TOTAL	\$0.00	\$0.00	\$0.00	\$17,599.89	\$17,599.89

* Total Prior Cycle Checks Voided in selected cycle(s):	\$0.00
Total Checks from selected cycle(s) voided in the selected cycle(s):	\$0.00

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# Lodi Board of Education

## Check Register By Check Number

for Batch 78 and Posted Checks : Selected Cycle : January

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Check # PO #	Invoice Number	Account Number	Vendor No./ Name	Batch	Check Amount	Check Description	Check Date	Check Type
<b>POSTED CHECKS</b>								
<b>Hand Checks</b>								
901192021	PRL-2021	11-000-218-105-00-050	1901/LODI BOARD OF EDUCATION	78	5,050.00	SAL SEC & CLERK ASST	01/19/2021	H
	PRL-2021	11-000-219-105-00-000	1901/LODI BOARD OF EDUCATION	78	3,325.00	SALARY SECRETARIES CST	01/19/2021	H
	PRL-2021	11-000-230-100-05-000	1901/LODI BOARD OF EDUCATION	78	3,950.00	SAL SEC & CLERK ASST	01/19/2021	H
	PRL-2021	11-000-240-105-00-050	1901/LODI BOARD OF EDUCATION	78	6,120.00	SALARY SECRETARY LHS	01/19/2021	H
	PRL-2021	11-000-240-105-00-060	1901/LODI BOARD OF EDUCATION	78	1,600.00	SALARY SECRETARY COL	01/19/2021	H
	PRL-2021	11-000-240-105-00-065	1901/LODI BOARD OF EDUCATION	78	1,120.00	SALARY SECRETARY HILL	01/19/2021	H
	PRL-2021	11-000-240-105-00-067	1901/LODI BOARD OF EDUCATION	78	4,075.00	SALARY SECRETARY TJMS	01/19/2021	H
	PRL-2021	11-000-240-105-00-080	1901/LODI BOARD OF EDUCATION	78	1,820.00	SALARY SECRETARY ROOS	01/19/2021	H
	PRL-2021	11-000-240-105-00-090	1901/LODI BOARD OF EDUCATION	78	1,820.00	SALARY SECRETARY WASH	01/19/2021	H
	PRL-2021	11-000-240-105-00-100	1901/LODI BOARD OF EDUCATION	78	1,600.00	SALARY SECRETARY WILS	01/19/2021	H
	21-ER FICA	11-000-291-220-00-000	1900/LODI BOARD OF EDUCATION	78	4,976.78	SOC SEC CONTRIB OTHER	01/19/2021	H
	21-SUI	11-000-291-250-00-000	1898/LODI BOARD OF EDUCATION	78	388.73	UNEMPLOYMENT COMP	01/19/2021	H
	PRL-1920A	P1-000-218-105-00-050	1901/LODI BOARD OF EDUCATION	78	29,000.00	SAL SEC & CLERK ASST	01/19/2021	H
	PRL1819A	P1-000-221-102-00-000	1901/LODI BOARD OF EDUCATION	78	5,308.32	SALARY SUPV INSTR LINC	01/19/2021	H
Total For Check Number 901192021					\$70,153.83			
Total for Hand Checks					\$70,153.83			
Total Posted Checks					\$70,153.83			

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**Lodi Board of Education**  
**Check Register By Check Number**  
for Batch 78 and Posted Checks : Selected Cycle : January

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Fund Summary	Fund Category	Sub Fund	Computer Checks	Computer Checks Non/AP	Hand Checks	Hand Checks Non/AP	Total Checks
	10	11			\$35,845.51		\$35,845.51
	10	P1			\$34,308.32		\$34,308.32
	Fund 10	TOTAL			\$70,153.83		\$70,153.83
	GRAND	TOTAL	\$0.00	\$0.00	\$70,153.83	\$0.00	\$70,153.83

* Total Prior Cycle Checks Voided in selected cycle(s):	\$0.00
Total Checks from selected cycle(s) voided in the selected cycle(s):	\$0.00

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## Lodi Board of Education

### Check Register By Check Number

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for Batch 77 and Posted Checks : Selected Cycle : January

Check #	PO #	Invoice Number	Account Number	Vendor No./ Name	Batch	Check Amount	Check Description	Check Date	Check Type
<b>POSTED CHECKS</b>									
<b>Payroll Agency -Check Series #2</b>									
13801	Non A/P Chk		DB90-471-32, CR90-101-01	5385/AXA EQUITABLE LIFE INSURANCE CO.	77	55,663.72	AXA 403B	01/27/2021	C
	Non A/P Chk		DB90-471-30, CR90-101-01	5385/AXA EQUITABLE LIFE INSURANCE CO.	77	3,547.00	AXA 457B	01/27/2021	C
<b>Total For Check Number 13801</b>						<b>\$59,210.72</b>			
13802	Non A/P Chk		DB90-471-16, CR90-101-01	4945/THE LEGEND GROUP/ADSERV	77	4,525.00	LEGEND 403B	01/27/2021	C
	Non A/P Chk		DB90-471-31, CR90-101-01	4945/THE LEGEND GROUP/ADSERV	77	1,200.00	LEGEND 457B	01/27/2021	C
<b>Total For Check Number 13802</b>						<b>\$5,725.00</b>			
13803	Non A/P Chk		DB90-471-34, CR90-101-01	4978/MET LIFE	77	1,450.00	MET LIFE 457B	01/27/2021	C
13804	Non A/P Chk		DB90-471-15, CR90-101-01	4950/NJEA	77	35,091.13	NJEA DUES	01/27/2021	C
13805	Non A/P Chk		DB90-471-35, CR90-101-01	4953/NJPSA	77	1,913.34	NJPSA DUES	01/27/2021	C
13806	Non A/P Chk		DB90-471-38, CR90-101-01	4948/PRUDENTIAL INSURANCE CO. OF AMERICA	77	139.14	ADMIN DISABILITY	01/27/2021	C
13807	Non A/P Chk		DB90-471-62, CR90-101-01	5324/PRUDENTIAL RETIREMENT SERVICES	77	813.60	DCRP PENSION	01/27/2021	C
	Non A/P Chk		DB90-471-63, CR90-101-01	5324/PRUDENTIAL RETIREMENT SERVICES	77	599.25	br share dcrp 1/29/21	01/27/2021	C
<b>Total For Check Number 13807</b>						<b>\$1,412.85</b>			
13808	Non A/P Chk		DB90-471-14, CR90-101-01	4949/PRUDENTIAL INSURANCE CO. OF AMERICA	77	11,310.90	PRUDENTIAL	01/27/2021	C
13809	Non A/P Chk		DB90-471-12, CR90-101-01	4944/SOUTH BERGEN FEDERAL CREDIT UNION	77	4,443.10	CREDIT UNION	01/27/2021	C
	Non A/P Chk		DB90-471-13, CR90-101-01	4944/SOUTH BERGEN FEDERAL CREDIT UNION	77	45,361.04	SUMMER PAY	01/27/2021	C
<b>Total For Check Number 13809</b>						<b>\$49,804.14</b>			
<b>Total for Payroll Agency Check Series #2</b>						<b>\$166,057.22</b>			

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## Lodi Board of Education

### Check Register By Check Number

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for Batch 77 and Posted Checks : Selected Cycle : January

Check #	PO #	Invoice Number	Account Number	Vendor No./ Name	Batch	Check Amount	Check Description	Check Date	Check Type
<b>POSTED CHECKS</b>									
<b>Hand Checks</b>									
★ 901272021	Non A/P Chk		DB90-471-09, CR90-101-01	2556/TEACHERS' PENSION AND ANNUITY FUND	77	154,053.41	TPAF PENSION	01/27/2021	H
	Non A/P Chk		DB90-471-07, CR90-101-01	4820/INTERNAL REVENUE SERVICE	77	13,613.01	brd share fica/med 1/29/21	01/27/2021	H
	Non A/P Chk		DB90-471-06, CR90-101-01	4820/INTERNAL REVENUE SERVICE	77	74,857.68	state shr fica/med 1/29/21	01/27/2021	H
<b>Total For Check Number 901272021</b>						<b>\$242,524.10</b>			
901272022	Non A/P Chk		DB90-471-11, CR90-101-01	2556/TEACHERS' PENSION AND ANNUITY FUND	77	8,114.25	TPAF CI	01/27/2021	H
901272023	Non A/P Chk		DB90-471-21, CR90-101-01	2556/TEACHERS' PENSION AND ANNUITY FUND	77	24,440.04	TPAF LOAN	01/27/2021	H
901272024	Non A/P Chk		DB90-471-23, CR90-101-01	2556/TEACHERS' PENSION AND ANNUITY FUND	77	398.25	TPAF BACK PENSION	01/27/2021	H
901272025	Non A/P Chk		DB90-471-24, CR90-101-01	2556/TEACHERS' PENSION AND ANNUITY FUND	77	21.61	TPAF BACK CI	01/27/2021	H
901272026	Non A/P Chk		DB90-471-10, CR90-101-01	2332/PUBLIC EMP.RETIREMENT SYSTEM	77	19,500.03	PERS PENSION	01/27/2021	H
901272027	Non A/P Chk		DB90-471-25, CR90-101-01	2332/PUBLIC EMP.RETIREMENT SYSTEM	77	1,299.98	PERS CI	01/27/2021	H
901272028	Non A/P Chk		DB90-471-26, CR90-101-01	2332/PUBLIC EMP.RETIREMENT SYSTEM	77	3,740.80	PERS LOAN	01/27/2021	H
901272029	Non A/P Chk		DB90-471-33, CR90-101-01	4978/MET LIFE	77	7,705.00	MET LIFE 403B	01/27/2021	H
901272030	Non A/P Chk		DB90-471-58, CR90-101-01	5204/LODI BOE - GEN'L ACCT.	77	64,155.28	HEALTH BEN CONTRIB CALC	01/27/2021	H
★ 901272032	Non A/P Chk		DB90-471-01, CR90-101-01	4820/INTERNAL REVENUE SERVICE	77	106,011.95	FEDERAL TAX	01/27/2021	H
901272033	Non A/P Chk		DB90-471-40, CR90-101-01	4820/INTERNAL REVENUE SERVICE	77	1,290.17	EXTRA FEDERAL AMOUNT	01/27/2021	H
★ 901272035	Non A/P Chk		DB90-471-02, CR90-101-01	4820/INTERNAL REVENUE SERVICE	77	71,630.82	FICA	01/27/2021	H
901272036	Non A/P Chk		DB90-471-42, CR90-101-01	4820/INTERNAL REVENUE SERVICE	77	16,752.35	MEDI	01/27/2021	H
901272037	Non A/P Chk		DB90-471-03, CR90-101-01	4976/STATE OF NJ - TAXES	77	34,921.25	NJ STATE A - SINGLE	01/27/2021	H
901272038	Non A/P Chk		DB90-471-44, CR90-101-01	4976/STATE OF NJ - TAXES	77	10,790.76	NJ STATE B - MARRIED	01/27/2021	H
901272039	Non A/P Chk		DB90-471-48, CR90-101-01	4976/STATE OF NJ - TAXES	77	565.00	NJ STATE EXTRA	01/27/2021	H
901272040	Non A/P Chk		DB90-471-04, CR90-101-01	4977/NYS INCOME TAX	77	234.95	NY STATE TAX FLAT AMOUNT	01/27/2021	H
<b>Total for Hand Checks</b>						<b>\$614,096.59</b>			
<b>Total Posted Checks</b>						<b>\$780,153.81</b>			



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## Lodi Board of Education

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### Check Register By Check Number

for Batch 77 and Posted Checks : Selected Cycle : January

Fund Summary	Fund Category	Sub Fund	Computer Checks	Computer Checks Non/AP	Hand Checks	Hand Checks Non/AP	Total Checks
	90	90		\$166,057.22		\$614,096.59	\$780,153.81
	GRAND	TOTAL	\$0.00	\$166,057.22	\$0.00	\$614,096.59	\$780,153.81

* Total Prior Cycle Checks Voided in selected cycle(s):	\$0.00
Total Checks from selected cycle(s) voided in the selected cycle(s):	\$0.00

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## Lodi Board of Education

### Check Register By Check Number

for Batch 80 and Posted Checks : Selected Cycle : January

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Check # PO #	Invoice Number	Account Number	Vendor No./ Name	Batch	Check Amount	Check Description	Check Date	Check Type
<b>POSTED CHECKS</b>								
<b>Hand Checks</b>								
901272021	Non A/P Chk	DB10-141-01, CR10-101-	1899/LODI BOARD OF EDUCATION	80	74,857.68	state share fica	01/27/2021	H
	21-ER FICA	11-000-291-220-00-000	1900/LODI BOARD OF EDUCATION	80	13,613.01	SOC SEC CONTRIB OTHER	01/27/2021	H
	21-DCRP	11-000-291-241-00-000	5321/LODI BOARD OF EDUCATION	80	599.25	RETIRE CONTRIB REGULAR	01/27/2021	H
	21-SUI	11-000-291-250-00-000	1898/LODI BOARD OF EDUCATION	80	7,200.13	UNEMPLOYMENT COMP	01/27/2021	H
<b>Total For Check Number 901272021</b>					<b>\$96,270.07</b>			
* 901292021	PRL-2021	11-000-213-100-00-050	1901/LODI BOARD OF EDUCATION	80	5,003.40	SALARY HEALTH LHS	01/29/2021	H
	PRL-2021	11-000-213-100-00-060	1901/LODI BOARD OF EDUCATION	80	2,683.10	SALARY HEALTH COL	01/29/2021	H
	PRL-2021	11-000-213-100-00-065	1901/LODI BOARD OF EDUCATION	80	2,683.10	SALARY HEALTH HILL	01/29/2021	H
	PRL-2021	11-000-213-100-00-067	1901/LODI BOARD OF EDUCATION	80	2,683.10	SALARY HEALTH TJMS	01/29/2021	H
	PRL-2021	11-000-213-100-00-080	1901/LODI BOARD OF EDUCATION	80	2,683.10	SALARY HEALTH ROOS	01/29/2021	H
	PRL-2021	11-000-213-100-00-090	1901/LODI BOARD OF EDUCATION	80	2,717.85	SALARY HEALTH WASH	01/29/2021	H
	PRL-2021	11-000-213-100-00-100	1901/LODI BOARD OF EDUCATION	80	2,467.85	SALARY HEALTH WILS	01/29/2021	H
	PRL-2021	11-000-216-100-00-000	1901/LODI BOARD OF EDUCATION	80	881.92	SALARY SPEECH LINC	01/29/2021	H
	PRL-2021	11-000-216-100-00-050	1901/LODI BOARD OF EDUCATION	80	1,149.98	SALARY SPEECH LHS	01/29/2021	H
	PRL-2021	11-000-216-100-00-060	1901/LODI BOARD OF EDUCATION	80	1,763.84	SALARY SPEECH COL	01/29/2021	H
	PRL-2021	11-000-216-100-00-065	1901/LODI BOARD OF EDUCATION	80	1,768.44	SALARY SPEECH HILL	01/29/2021	H
	PRL-2021	11-000-216-100-00-067	1901/LODI BOARD OF EDUCATION	80	3,754.35	SALARY SPEECH TJMS	01/29/2021	H
	PRL-2021	11-000-216-100-00-080	1901/LODI BOARD OF EDUCATION	80	1,178.96	SALARY SPEECH ROOS	01/29/2021	H
	PRL-2021	11-000-216-100-00-090	1901/LODI BOARD OF EDUCATION	80	1,724.97	SALARY SPEECH WASH	01/29/2021	H
	PRL-2021	11-000-216-100-00-100	1901/LODI BOARD OF EDUCATION	80	1,763.84	SALARY SPEECH WILS	01/29/2021	H
	PRL-2021	11-000-217-100-00-050	1901/LODI BOARD OF EDUCATION	80	986.25	SAL SUP AIDE LHS	01/29/2021	H
	PRL-2021	11-000-217-100-00-067	1901/LODI BOARD OF EDUCATION	80	986.25	SAL SUP AIDE TJMS	01/29/2021	H
	PRL-2021	11-000-217-100-00-080	1901/LODI BOARD OF EDUCATION	80	1,972.50	SAL SUP AIDE ROOS	01/29/2021	H
	PRL-2021	11-000-217-100-00-090	1901/LODI BOARD OF EDUCATION	80	986.25	SAL SUP AIDE WASH	01/29/2021	H
	PRL-2021	11-000-217-100-00-100	1901/LODI BOARD OF EDUCATION	80	986.25	SAL SUP AIDE WILSON	01/29/2021	H
	PRL-2021	11-000-218-104-00-050	1901/LODI BOARD OF EDUCATION	80	15,504.15	SALARY GUIDANCE LHS	01/29/2021	H
	PRL-2021	11-000-218-104-00-080	1901/LODI BOARD OF EDUCATION	80	2,802.25	SALARY GUIDANCE COL	01/29/2021	H
	PRL-2021	11-000-218-104-00-065	1901/LODI BOARD OF EDUCATION	80	3,050.75	SALARY GUIDANCE HILL	01/29/2021	H
	PRL-2021	11-000-218-104-00-067	1901/LODI BOARD OF EDUCATION	80	11,140.54	SALARY GUIDANCE TJMS	01/29/2021	H
	PRL-2021	11-000-218-104-00-080	1901/LODI BOARD OF EDUCATION	80	3,050.75	SALARY GUIDANCE ROOS	01/29/2021	H
	PRL-2021	11-000-218-104-00-090	1901/LODI BOARD OF EDUCATION	80	5,880.50	SALARY GUIDANCE WASH	01/29/2021	H
	PRL-2021	11-000-218-104-00-100	1901/LODI BOARD OF EDUCATION	80	2,802.25	SALARY GUIDANCE WILS	01/29/2021	H
	PRL-2021	11-000-218-104-60-050	1901/LODI BOARD OF EDUCATION	80	2,250.00	SALARY GUIDANCE SUBS-LHS	01/29/2021	H
	PRL-2021	11-000-218-105-00-050	1901/LODI BOARD OF EDUCATION	80	2,655.20	SAL SEC & CLERK ASST	01/29/2021	H
	PRL-2021	11-000-219-104-00-000	1901/LODI BOARD OF EDUCATION	80	34,284.05	SALARY CHILD STUDY TEAM	01/29/2021	H

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## Lodi Board of Education

### Check Register By Check Number

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for Batch 80 and Posted Checks : Selected Cycle : January

Check # PO #	Invoice Number	Account Number	Vendor No./ Name	Batch	Check Amount	Check Description	Check Date	Check Type
<b>POSTED CHECKS</b>								
901292021	PRL-2021	11-000-219-105-00-000	1901/LODI BOARD OF EDUCATION	80	5,062.07	SALARY SECRETARIES CST	01/29/2021	H
	PRL-2021	11-000-219-105-28-000	1901/LODI BOARD OF EDUCATION	80	854.00	SAL. CST CLERICAL OT/SUB	01/29/2021	H
	PRL-2021	11-000-221-102-00-000	1901/LODI BOARD OF EDUCATION	80	13,016.28	SALARY SUPV INSTR LINC	01/29/2021	H
	PRL-2021	11-000-221-102-00-050	1901/LODI BOARD OF EDUCATION	80	6,641.58	SALARY SUPV INSTR LHS	01/29/2021	H
	PRL-2021	11-000-221-102-00-067	1901/LODI BOARD OF EDUCATION	80	5,853.45	SALARY SUPV INST TJMS	01/29/2021	H
	PRL-2021	11-000-222-100-00-050	1901/LODI BOARD OF EDUCATION	80	3,867.85	SALARY MEDIA LHS	01/29/2021	H
	PRL-2021	11-000-222-100-00-065	1901/LODI BOARD OF EDUCATION	80	5,105.50	SALARY MEDIA HILL	01/29/2021	H
	PRL-2021	11-000-222-100-00-090	1901/LODI BOARD OF EDUCATION	80	2,578.45	SALARY MEDIA WASH	01/29/2021	H
	PRL-2021	11-000-222-100-00-100	1901/LODI BOARD OF EDUCATION	80	2,875.80	SALARY MEDIA WILS	01/29/2021	H
	PRL-2021	11-000-230-100-00-000	1901/LODI BOARD OF EDUCATION	80	7,395.00	SALARIES-GEN ADMIN	01/29/2021	H
	PRL-2021	11-000-230-100-05-000	1901/LODI BOARD OF EDUCATION	80	7,431.86	SAL SEC & CLERK ASST	01/29/2021	H
	PRL-2021	11-000-240-103-00-050	1901/LODI BOARD OF EDUCATION	80	13,444.53	SALARY PRINC/VP LHS	01/29/2021	H
	PRL-2021	11-000-240-103-00-060	1901/LODI BOARD OF EDUCATION	80	5,279.79	SALARY PRINC/VP COL	01/29/2021	H
	PRL-2021	11-000-240-103-00-065	1901/LODI BOARD OF EDUCATION	80	6,423.20	SALARY PRINC/VP HILL	01/29/2021	H
	PRL-2021	11-000-240-103-00-067	1901/LODI BOARD OF EDUCATION	80	12,489.28	SALARY PRINC/VP TJMS	01/29/2021	H
	PRL-2021	11-000-240-103-00-080	1901/LODI BOARD OF EDUCATION	80	5,788.12	SALARY PRINC/VP ROOS	01/29/2021	H
	PRL-2021	11-000-240-103-00-090	1901/LODI BOARD OF EDUCATION	80	6,635.45	SALARY PRINC/VP WASH	01/29/2021	H
	PRL-2021	11-000-240-103-00-100	1901/LODI BOARD OF EDUCATION	80	6,485.45	SALARY PRINC/VP WILS	01/29/2021	H
	PRL-2021	11-000-240-104-00-000	1901/LODI BOARD OF EDUCATION	80	5,708.75	SAL OTHER PROF STAFF LIN	01/29/2021	H
	PRL-2021	11-000-240-104-00-050	1901/LODI BOARD OF EDUCATION	80	10,295.82	SAL OTHER PROF STAFF LHS	01/29/2021	H
	PRL-2021	11-000-240-105-00-050	1901/LODI BOARD OF EDUCATION	80	8,214.27	SALARY SECRETARY LHS	01/29/2021	H
	PRL-2021	11-000-240-105-00-060	1901/LODI BOARD OF EDUCATION	80	3,104.35	SALARY SECRETARY COL	01/29/2021	H
	PRL-2021	11-000-240-105-00-067	1901/LODI BOARD OF EDUCATION	80	5,091.24	SALARY SECRETARY TJMS	01/29/2021	H
	PRL-2021	11-000-240-105-00-080	1901/LODI BOARD OF EDUCATION	80	2,392.35	SALARY SECRETARY ROOS	01/29/2021	H
	PRL-2021	11-000-240-105-00-090	1901/LODI BOARD OF EDUCATION	80	2,392.35	SALARY SECRETARY WASH	01/29/2021	H
	PRL-2021	11-000-240-105-00-100	1901/LODI BOARD OF EDUCATION	80	3,104.35	SALARY SECRETARY WILS	01/29/2021	H
	PRL-2021	11-000-251-100-04-000	1901/LODI BOARD OF EDUCATION	80	5,920.00	SAL BD SEC/BUS ADMIN	01/29/2021	H
	PRL-2021	11-000-251-100-05-000	1901/LODI BOARD OF EDUCATION	80	8,873.94	SAL SEC & CLERK ASST	01/29/2021	H
	PRL-2021	11-000-251-100-28-000	1901/LODI BOARD OF EDUCATION	80	1,319.69	SAL CENTRAL SERVICES	01/29/2021	H
	PRL-2021	11-000-252-100-00-000	1901/LODI BOARD OF EDUCATION	80	7,720.11	SAL COMP TECH LINC	01/29/2021	H
	PRL-2021	11-000-252-100-00-050	1901/LODI BOARD OF EDUCATION	80	3,541.66	SAL COMP TECH LHS	01/29/2021	H
	PRL-2021	11-000-261-100-21-000	1901/LODI BOARD OF EDUCATION	80	9,206.63	SALARIES MAINTENANCE	01/29/2021	H
	PRL-2021	11-000-261-100-22-000	1901/LODI BOARD OF EDUCATION	80	1,583.01	SAL MAINT O/T	01/29/2021	H
	PRL-2021	11-000-262-100-18-000	1901/LODI BOARD OF EDUCATION	80	48,242.00	SALARIES CUSTODIANS	01/29/2021	H
	PRL-2021	11-000-262-100-19-000	1901/LODI BOARD OF EDUCATION	80	6,620.12	SAL CUST O/T	01/29/2021	H
	PRL-2021	11-000-266-100-00-000	1901/LODI BOARD OF EDUCATION	80	3,200.00	SALARIES - SECURITY	01/29/2021	H
	PRL-2021	11-110-100-101-00-060	1901/LODI BOARD OF EDUCATION	80	8,483.85	KIND - SALARIES COLUMBUS	01/29/2021	H

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## Lodi Board of Education

### Check Register By Check Number

for Batch 80 and Posted Checks : Selected Cycle : January

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Check #	PO #	Invoice Number	Account Number	Vendor No./ Name	Batch	Check Amount	Check Description	Check Date	Check Type
<b>POSTED CHECKS</b>									
901292021	PRL-2021		11-110-100-101-00-065	1901/LODI BOARD OF EDUCATION	80	9,101.30	KIND - SALARIES HILLTOP	01/29/2021	H
	PRL-2021		11-110-100-101-00-080	1901/LODI BOARD OF EDUCATION	80	5,105.50	KIND - SALARIES ROOS	01/29/2021	H
	PRL-2021		11-110-100-101-00-090	1901/LODI BOARD OF EDUCATION	80	11,478.90	KIND - SALARIES WASH	01/29/2021	H
	PRL-2021		11-110-100-101-00-100	1901/LODI BOARD OF EDUCATION	80	12,229.95	KIND - SALARIES WILSON	01/29/2021	H
	PRL-2021		11-110-100-101-16-080	1901/LODI BOARD OF EDUCATION	80	480.00	KIND, - SUBS ROOS	01/29/2021	H
	PRL-2021		11-120-100-101-00-060	1901/LODI BOARD OF EDUCATION	80	49,405.15	SALARY TEACHERS 1-5 COL	01/29/2021	H
	PRL-2021		11-120-100-101-00-065	1901/LODI BOARD OF EDUCATION	80	47,533.75	SALARY TEACHERS 1-5 HILL	01/29/2021	H
	PRL-2021		11-120-100-101-00-080	1901/LODI BOARD OF EDUCATION	80	26,061.81	SALARY TEACHERS 1-5 ROOS	01/29/2021	H
	PRL-2021		11-120-100-101-00-090	1901/LODI BOARD OF EDUCATION	80	49,784.17	SALARY TEACHERS 1-5 WASH	01/29/2021	H
	PRL-2021		11-120-100-101-00-100	1901/LODI BOARD OF EDUCATION	80	51,770.69	SALARY TEACHERS 1-5 WILS	01/29/2021	H
	PRL-2021		11-120-100-101-15-065	1901/LODI BOARD OF EDUCATION	80	1,450.00	SALARY SUB. 1-5 HILL	01/29/2021	H
	PRL-2021		11-120-100-101-15-080	1901/LODI BOARD OF EDUCATION	80	1,200.00	SALARY SUB. 1-5 ROOS	01/29/2021	H
	PRL-2021		11-120-100-101-15-090	1901/LODI BOARD OF EDUCATION	80	450.00	SALARY SUB. 1-5 WASH	01/29/2021	H
	PRL-2021		11-120-100-101-15-100	1901/LODI BOARD OF EDUCATION	80	950.00	SALARY SUB. 1-5 WILS	01/29/2021	H
	PRL-2021		11-130-100-101-00-067	1901/LODI BOARD OF EDUCATION	80	149,793.57	SALARY TEACHERS 6-8	01/29/2021	H
	PRL-2021		11-130-100-101-16-067	1901/LODI BOARD OF EDUCATION	80	420.00	SALARY SUB. 6-8	01/29/2021	H
	PRL-2021		11-140-100-101-00-050	1901/LODI BOARD OF EDUCATION	80	183,486.16	SALARY TEACHER 9-12	01/29/2021	H
	PRL-2021		11-150-100-101-00-000	1901/LODI BOARD OF EDUCATION	80	430.50	SALARIES HOME INSTRUCT	01/29/2021	H
	PRL-2021		11-190-100-106-15-050	1901/LODI BOARD OF EDUCATION	80	986.25	SAL TEACH AIDE LHS	01/29/2021	H
	PRL-2021		11-204-100-101-00-060	1901/LODI BOARD OF EDUCATION	80	3,672.15	SALARY LLD TEACHERS COL	01/29/2021	H
	PRL-2021		11-204-100-101-00-065	1901/LODI BOARD OF EDUCATION	80	4,838.70	SALARY LLD TEACHERS HILL	01/29/2021	H
	PRL-2021		11-204-100-101-00-080	1901/LODI BOARD OF EDUCATION	80	2,614.50	SALARY LLD TEACHERS ROOS	01/29/2021	H
	PRL-2021		11-204-100-101-00-090	1901/LODI BOARD OF EDUCATION	80	3,833.10	SALARY LLD TEACHERS WASH	01/29/2021	H
	PRL-2021		11-204-100-101-00-100	1901/LODI BOARD OF EDUCATION	80	4,985.30	SALARY LLD TEACHERS WILS	01/29/2021	H
	PRL-2021		11-204-100-101-36-100	1901/LODI BOARD OF EDUCATION	80	1,000.00	SALARY SUB. LLD WILS	01/29/2021	H
	PRL-2021		11-204-100-106-70-060	1901/LODI BOARD OF EDUCATION	80	986.25	SAL. LLD AIDE COL	01/29/2021	H
	PRL-2021		11-204-100-106-70-065	1901/LODI BOARD OF EDUCATION	80	1,972.50	SAL. LLD AIDE HILL	01/29/2021	H
	PRL-2021		11-204-100-106-70-080	1901/LODI BOARD OF EDUCATION	80	986.25	SAL. LLD AIDE ROOS	01/29/2021	H
	PRL-2021		11-204-100-106-70-090	1901/LODI BOARD OF EDUCATION	80	1,972.50	SAL. LLD AIDE WASH	01/29/2021	H
	PRL-2021		11-204-100-106-70-100	1901/LODI BOARD OF EDUCATION	80	1,972.50	SAL. LLD AIDE WILS	01/29/2021	H
	PRL-2021		11-213-100-101-00-050	1901/LODI BOARD OF EDUCATION	80	25,343.67	SALARY RESOURCE RM LHS	01/29/2021	H
	PRL-2021		11-213-100-101-00-065	1901/LODI BOARD OF EDUCATION	80	2,654.85	SALARY RESOURCE RM HILL	01/29/2021	H
	PRL-2021		11-213-100-101-00-067	1901/LODI BOARD OF EDUCATION	80	40,446.65	SALARY RESOURCE RM TJMS	01/29/2021	H
	PRL-2021		11-213-100-101-00-100	1901/LODI BOARD OF EDUCATION	80	4,468.00	SALARY RESOURCE RM WILS	01/29/2021	H
	PRL-2021		11-213-100-101-39-067	1901/LODI BOARD OF EDUCATION	80	175.00	SAL SUB RESOURCE RM TJMS	01/29/2021	H
	PRL-2021		11-213-100-106-71-050	1901/LODI BOARD OF EDUCATION	80	3,945.00	SAL RESOURCE RM AIDE LHS	01/29/2021	H
	PRL-2021		11-213-100-106-71-065	1901/LODI BOARD OF EDUCATION	80	986.25	SAL RESOURCE RM AIDE HIL	01/29/2021	H

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Check #	PO #	Invoice Number	Account Number	Vendor No./ Name	Batch	Check Amount	Check Description	Check Date	Check Type
<b>POSTED CHECKS</b>									
901292021	PRL-2021		11-213-100-106-71-067	1901/LODI BOARD OF EDUCATION	80	3,945.00	SAL RESOURCE RM AIDE TJM	01/29/2021	H
	PRL-2021		11-213-100-106-71-100	1901/LODI BOARD OF EDUCATION	80	986.25	SAL RESOURCE RM AIDE WIL	01/29/2021	H
	PRL-2021		11-230-100-101-00-050	1901/LODI BOARD OF EDUCATION	80	12,139.22	SAL. BASIC SKILLS LHS	01/29/2021	H
	PRL-2021		11-230-100-101-15-060	1901/LODI BOARD OF EDUCATION	80	1,037.94	SAL TITLE I LOCAL COL	01/29/2021	H
	PRL-2021		11-230-100-101-15-065	1901/LODI BOARD OF EDUCATION	80	4,140.06	SAL TITLE I LOCAL HILL	01/29/2021	H
	PRL-2021		11-230-100-101-15-090	1901/LODI BOARD OF EDUCATION	80	4,293.90	SAL TITLE I LOCAL WASH	01/29/2021	H
	PRL-2021		11-230-100-101-15-100	1901/LODI BOARD OF EDUCATION	80	4,857.62	SAL TITLE I LOCAL WILS	01/29/2021	H
	PRL-2021		11-230-100-101-43-067	1901/LODI BOARD OF EDUCATION	80	11,689.03	SAL TITLE I LOCAL-MS	01/29/2021	H
	PRL-2021		11-240-100-101-00-050	1901/LODI BOARD OF EDUCATION	80	4,366.58	SALARY E.S.L. LHS	01/29/2021	H
	PRL-2021		11-240-100-101-00-060	1901/LODI BOARD OF EDUCATION	80	3,834.35	SALARY E.S.L. COL	01/29/2021	H
	PRL-2021		11-240-100-101-00-065	1901/LODI BOARD OF EDUCATION	80	4,249.73	SALARY E.S.L. HILL	01/29/2021	H
	PRL-2021		11-240-100-101-00-067	1901/LODI BOARD OF EDUCATION	80	3,480.45	SALARY E.S.L. TJMS	01/29/2021	H
	PRL-2021		11-240-100-101-00-080	1901/LODI BOARD OF EDUCATION	80	2,553.45	SALARY E.S.L. ROOS	01/29/2021	H
	PRL-2021		11-240-100-101-00-090	1901/LODI BOARD OF EDUCATION	80	5,105.50	SALARY E.S.L. WASH	01/29/2021	H
	PRL-2021		11-240-100-101-00-100	1901/LODI BOARD OF EDUCATION	80	4,295.85	SALARY E.S.L. WILS	01/29/2021	H
	PRL-2021		11-401-100-100-00-050	1901/LODI BOARD OF EDUCATION	80	1,604.40	SALARIES ECA LHS	01/29/2021	H
	PRL-2021		11-402-100-100-01-050	1901/LODI BOARD OF EDUCATION	80	400.00	SALARIES-ATHLETIC A LHS	01/29/2021	H
	PRL-2021		11-402-100-100-02-050	1901/LODI BOARD OF EDUCATION	80	3,942.05	SALARY-ATHLETIC TRAINER	01/29/2021	H
	PRL-2021		20-218-100-101-13-065	1901/LODI BOARD OF EDUCATION	80	4,717.90	PRE-KIND SALARIES HILL	01/29/2021	H
	PRL-2021		20-218-100-101-13-080	1901/LODI BOARD OF EDUCATION	80	2,406.85	PRE-KIND SALARIES ROOS	01/29/2021	H
	PRL-2021		20-218-100-101-13-090	1901/LODI BOARD OF EDUCATION	80	9,932.25	PRE-KIND SALARIES WASH	01/29/2021	H
	PRL-2021		20-218-100-106-13-065	1901/LODI BOARD OF EDUCATION	80	986.25	PRE-KIND SAL AIDES HILL	01/29/2021	H
	PRL-2021		20-218-100-106-13-090	1901/LODI BOARD OF EDUCATION	80	1,972.50	PRE-KIND SAL AIDES WASH	01/29/2021	H
	PRL-2021		20-218-100-106-13-100	1901/LODI BOARD OF EDUCATION	80	986.25	PRE-KIND SAL AIDES WILS	01/29/2021	H
	PRL-2021		20-231-100-101-00-060	1901/LODI BOARD OF EDUCATION	80	3,679.96	TITLE I SALARIES COL	01/29/2021	H
	PRL-2021		20-231-100-101-00-065	1901/LODI BOARD OF EDUCATION	80	3,663.94	TITLE I SALARIES HILL	01/29/2021	H
	PRL-2021		20-231-100-101-00-067	1901/LODI BOARD OF EDUCATION	80	4,797.90	TITLE I SALARIES TJMS	01/29/2021	H
	PRL-2021		20-231-100-101-00-080	1901/LODI BOARD OF EDUCATION	80	3,022.45	TITLE I SALARIES ROOS	01/29/2021	H
	PRL-2021		20-231-100-101-00-090	1901/LODI BOARD OF EDUCATION	80	3,681.70	TITLE I SALARIES WASH	01/29/2021	H
	PRL-2021		20-231-100-101-00-100	1901/LODI BOARD OF EDUCATION	80	2,673.58	TITLE I SALARIES WILS	01/29/2021	H
	PRL-2021		20-241-100-101-00-065	1901/LODI BOARD OF EDUCATION	80	319.87	TITLE III SALARIES HILL	01/29/2021	H
Total For Check Number 901292021						\$1,215,021.54			
Total for Hand Checks						\$1,311,291.61			
Total Posted Checks						\$1,311,291.61			

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**Lodi Board of Education**  
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Fund Summary	Fund Category	Sub Fund	Computer Checks	Computer Checks Non/AP	Hand Checks	Hand Checks Non/AP	Total Checks
	10	10				\$74,857.68	\$74,857.68
	10	11			\$1,193,592.53		\$1,193,592.53
	Fund 10	TOTAL			\$1,193,592.53	\$74,857.68	\$1,268,450.21
	20	20			\$42,841.40		\$42,841.40
	GRAND	TOTAL	\$0.00	\$0.00	\$1,236,433.93	\$74,857.68	\$1,311,291.61

* Total Prior Cycle Checks Voided in selected cycle(s):	\$0.00
Total Checks from selected cycle(s) voided in the selected cycle(s):	\$0.00

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## Lodi Board of Education

### Check Register By Check Number

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for Batch 75 and Posted Checks : Selected Cycle : February

Check # PO #	Invoice Number	Account Number	Vendor No./ Name	Batch	Check Amount	Check Description	Check Date	Check Type
<b>POSTED CHECKS</b>								
<b>Payroll Agency -Check Series #2</b>								
13810 Non A/P Chk		DB90-471-32, CR90-101-01	5385/AXA EQUITABLE LIFE INSURANCE CO.	75	42,200.00	AXA 403B	02/10/2021	C
Non A/P Chk		DB90-471-30, CR90-101-01	5385/AXA EQUITABLE LIFE INSURANCE CO.	75	3,547.00	AXA 457B	02/10/2021	C
<b>Total For Check Number 13810</b>					<b>\$45,747.00</b>			
13811 Non A/P Chk		DB90-471-16, CR90-101-01	4945/THE LEGEND GROUP/ADSERV	75	4,525.00	LEGEND 403B	02/10/2021	C
Non A/P Chk		DB90-471-31, CR90-101-01	4945/THE LEGEND GROUP/ADSERV	75	1,200.00	LEGEND 457B	02/10/2021	C
<b>Total For Check Number 13811</b>					<b>\$5,725.00</b>			
13812 Non A/P Chk		DB90-471-34, CR90-101-01	4978/MET LIFE	75	1,450.00	MET LIFE 457B	02/10/2021	C
13813 Non A/P Chk		DB90-471-62, CR90-101-01	5324/PRUDENTIAL RETIREMENT SERVICES	75	813.60	DCRP PENSION	02/10/2021	C
Non A/P Chk		DB90-471-63, CR90-101-01	5324/PRUDENTIAL RETIREMENT SERVICES	75	599.25	brd dcrp 2/12	02/10/2021	C
<b>Total For Check Number 13813</b>					<b>\$1,412.85</b>			
13814 Non A/P Chk		DB90-471-12, CR90-101-01	4944/SOUTH BERGEN FEDERAL CREDIT UNION	75	4,568.10	CREDIT UNION	02/10/2021	C
Non A/P Chk		DB90-471-13, CR90-101-01	4944/SOUTH BERGEN FEDERAL CREDIT UNION	75	45,117.85	SUMMER PAY	02/10/2021	C
<b>Total For Check Number 13814</b>					<b>\$49,685.95</b>			
<b>Total for Payroll Agency Check Series #2</b>					<b>\$104,020.80</b>			

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# Lodi Board of Education

## Check Register By Check Number

for Batch 75 and Posted Checks : Selected Cycle : February

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Check # PO #	Invoice Number	Account Number	Vendor No./ Name	Batch	Check Amount	Check Description	Check Date	Check Type
<b>POSTED CHECKS</b>								
<b>Hand Checks</b>								
* 902122021	Non A/P Chk	DB90-471-33, CR90-101-01	4978/MET LIFE	75	7,655.00	MET LIFE 403B	02/10/2021	H
	Non A/P Chk	DB90-471-07, CR90-101-01	4820/INTERNAL REVENUE SERVICE	75	14,281.57	BRD SHR FICA 2/12	02/12/2021	H
	Non A/P Chk	DB90-471-06, CR90-101-01	4820/INTERNAL REVENUE SERVICE	75	74,625.85	ST SHR FICA/MED 2/12	02/12/2021	H
<b>Total For Check Number 902122021</b>					<b>\$96,562.42</b>			
902122022	Non A/P Chk	DB90-471-58, CR90-101-01	5204/LODI BOE - GEN'L ACCT.	75	63,981.90	HEALTH BEN CONTRIB CALC	02/10/2021	H
902122023	Non A/P Chk	DB90-471-58, CR90-101-01	5204/LODI BOE - GEN'L ACCT.	75	99.58	BACK HEALTH DEDUCTION	02/10/2021	H
902122024	Non A/P Chk	DB90-471-01, CR90-101-01	4820/INTERNAL REVENUE SERVICE	75	105,019.09	FEDERAL TAX	02/10/2021	H
902122025	Non A/P Chk	DB90-471-40, CR90-101-01	4820/INTERNAL REVENUE SERVICE	75	836.50	EXTRA FEDERAL AMOUNT	02/10/2021	H
902122026	Non A/P Chk	DB90-471-41, CR90-101-01	4820/INTERNAL REVENUE SERVICE	75	5,721.34	FEDERAL FLAT %	02/10/2021	H
902122027	Non A/P Chk	DB90-471-02, CR90-101-01	4820/INTERNAL REVENUE SERVICE	75	72,055.67	FICA	02/10/2021	H
902122028	Non A/P Chk	DB90-471-42, CR90-101-01	4820/INTERNAL REVENUE SERVICE	75	16,851.78	MEDI	02/10/2021	H
902122029	Non A/P Chk	DB90-471-03, CR90-101-01	4976/STATE OF NJ - TAXES	75	34,725.74	NJ STATE A - SINGLE	02/10/2021	H
902122030	Non A/P Chk	DB90-471-44, CR90-101-01	4976/STATE OF NJ - TAXES	75	10,801.17	NJ STATE B - MARRIED	02/10/2021	H
902122031	Non A/P Chk	DB90-471-48, CR90-101-01	4976/STATE OF NJ - TAXES	75	590.00	NJ STATE EXTRA	02/10/2021	H
902122032	Non A/P Chk	DB90-471-04, CR90-101-01	4977/NYS INCOME TAX	75	234.95	NY STATE TAX FLAT AMOUNT	02/10/2021	H
<b>Total for Hand Checks</b>					<b>\$407,480.14</b>			
<b>Total Posted Checks</b>					<b>\$511,500.94</b>			



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**Lodi Board of Education**  
**Check Register By Check Number**

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for Batch 75 and Posted Checks : Selected Cycle : February

Fund Summary	Fund Category	Sub Fund	Computer Checks	Computer Checks Non/AP	Hand Checks	Hand Checks Non/AP	Total Checks
	90	90		\$104,020.80		\$407,480.14	\$511,500.94
	GRAND	TOTAL	\$0.00	\$104,020.80	\$0.00	\$407,480.14	\$511,500.94

* Total Prior Cycle Checks Voided in selected cycle(s):	\$0.00
Total Checks from selected cycle(s) voided in the selected cycle(s):	\$0.00

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## Lodi Board of Education

### Check Register By Check Number

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for Batch 79 and Posted Checks : Selected Cycle : February

Check #	PO #	Invoice Number	Account Number	Vendor No./ Name	Batch	Check Amount	Check Description	Check Date	Check Type
<b>POSTED CHECKS</b>									
<b>Hand Checks</b>									
902122021	Non A/P Chk		DB10-141-01, CR10-101-	1899/LODI BOARD OF EDUCATION	79	74,625.85	state share fica 2/12/21	02/12/2021	H
	PRL-2021		11-000-213-100-00-050	1901/LODI BOARD OF EDUCATION	79	5,003.40	SALARY HEALTH LHS	02/12/2021	H
	PRL-2021		11-000-213-100-00-060	1901/LODI BOARD OF EDUCATION	79	2,683.10	SALARY HEALTH COL	02/12/2021	H
	PRL-2021		11-000-213-100-00-065	1901/LODI BOARD OF EDUCATION	79	2,683.10	SALARY HEALTH HILL	02/12/2021	H
	PRL-2021		11-000-213-100-00-067	1901/LODI BOARD OF EDUCATION	79	2,683.10	SALARY HEALTH TJMS	02/12/2021	H
	PRL-2021		11-000-213-100-00-080	1901/LODI BOARD OF EDUCATION	79	2,683.10	SALARY HEALTH ROOS	02/12/2021	H
	PRL-2021		11-000-213-100-00-090	1901/LODI BOARD OF EDUCATION	79	2,717.85	SALARY HEALTH WASH	02/12/2021	H
	PRL-2021		11-000-213-100-00-100	1901/LODI BOARD OF EDUCATION	79	2,467.85	SALARY HEALTH WILS	02/12/2021	H
	PRL-2021		11-000-216-100-00-000	1901/LODI BOARD OF EDUCATION	79	881.92	SALARY SPEECH LINC	02/12/2021	H
	PRL-2021		11-000-216-100-00-050	1901/LODI BOARD OF EDUCATION	79	1,149.98	SALARY SPEECH LHS	02/12/2021	H
	PRL-2021		11-000-216-100-00-060	1901/LODI BOARD OF EDUCATION	79	1,763.84	SALARY SPEECH COL	02/12/2021	H
	PRL-2021		11-000-216-100-00-065	1901/LODI BOARD OF EDUCATION	79	1,768.44	SALARY SPEECH HILL	02/12/2021	H
	PRL-2021		11-000-216-100-00-067	1901/LODI BOARD OF EDUCATION	79	3,754.35	SALARY SPEECH TJMS	02/12/2021	H
	PRL-2021		11-000-216-100-00-080	1901/LODI BOARD OF EDUCATION	79	1,178.96	SALARY SPEECH ROOS	02/12/2021	H
	PRL-2021		11-000-216-100-00-090	1901/LODI BOARD OF EDUCATION	79	1,724.97	SALARY SPEECH WASH	02/12/2021	H
	PRL-2021		11-000-216-100-00-100	1901/LODI BOARD OF EDUCATION	79	1,763.84	SALARY SPEECH WILS	02/12/2021	H
	PRL-2021		11-000-217-100-00-000	1901/LODI BOARD OF EDUCATION	79	1,840.00	SAL HOME PROGRAMMERS	02/12/2021	H
	PRL-2021		11-000-217-100-00-050	1901/LODI BOARD OF EDUCATION	79	986.25	SAL SUP AIDE LHS	02/12/2021	H
	PRL-2021		11-000-217-100-00-067	1901/LODI BOARD OF EDUCATION	79	986.25	SAL SUP AIDE TJMS	02/12/2021	H
	PRL-2021		11-000-217-100-00-080	1901/LODI BOARD OF EDUCATION	79	1,972.50	SAL SUP AIDE ROOS	02/12/2021	H
	PRL-2021		11-000-217-100-00-090	1901/LODI BOARD OF EDUCATION	79	986.25	SAL SUP AIDE WASH	02/12/2021	H
	PRL-2021		11-000-217-100-00-100	1901/LODI BOARD OF EDUCATION	79	986.25	SAL SUP AIDE WILSON	02/12/2021	H
	PRL-2021		11-000-218-104-00-050	1901/LODI BOARD OF EDUCATION	79	15,504.15	SALARY GUIDANCE LHS	02/12/2021	H
	PRL-2021		11-000-218-104-00-060	1901/LODI BOARD OF EDUCATION	79	2,802.25	SALARY GUIDANCE COL	02/12/2021	H
	PRL-2021		11-000-218-104-00-065	1901/LODI BOARD OF EDUCATION	79	3,050.75	SALARY GUIDANCE HILL	02/12/2021	H
	PRL-2021		11-000-218-104-00-067	1901/LODI BOARD OF EDUCATION	79	11,140.54	SALARY GUIDANCE TJMS	02/12/2021	H
	PRL-2021		11-000-218-104-00-080	1901/LODI BOARD OF EDUCATION	79	3,050.75	SALARY GUIDANCE ROOS	02/12/2021	H
	PRL-2021		11-000-218-104-00-090	1901/LODI BOARD OF EDUCATION	79	5,880.50	SALARY GUIDANCE WASH	02/12/2021	H
	PRL-2021		11-000-218-104-00-100	1901/LODI BOARD OF EDUCATION	79	2,802.25	SALARY GUIDANCE WILS	02/12/2021	H
	PRL-2021		11-000-218-104-60-050	1901/LODI BOARD OF EDUCATION	79	1,350.00	SALARY GUIDANCE SUBS-LHS	02/12/2021	H
	PRL-2021		11-000-218-105-00-050	1901/LODI BOARD OF EDUCATION	79	2,655.20	SAL SEC & CLERK ASST	02/12/2021	H
	PRL-2021		11-000-219-104-00-000	1901/LODI BOARD OF EDUCATION	79	34,284.05	SALARY CHILD STUDY TEAM	02/12/2021	H
	PRL-2021		11-000-219-105-00-000	1901/LODI BOARD OF EDUCATION	79	5,062.07	SALARY SECRETARIES CST	02/12/2021	H
	PRL-2021		11-000-219-105-28-000	1901/LODI BOARD OF EDUCATION	79	896.00	SAL. CST CLERICAL OT/SUB	02/12/2021	H
	PRL-2021		11-000-219-110-00-000	1901/LODI BOARD OF EDUCATION	79	270.00	OTH SALARIES - CST	02/12/2021	H
	PRL-2021		11-000-221-102-00-000	1901/LODI BOARD OF EDUCATION	79	13,016.28	SALARY SUPV INSTR LINC	02/12/2021	H

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## Lodi Board of Education

### Check Register By Check Number

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for Batch 79 and Posted Checks : Selected Cycle : February

Check # PO #	Invoice Number	Account Number	Vendor No./ Name	Batch	Check Amount	Check Description	Check Date	Check Type
<b>POSTED CHECKS</b>								
902122021 PRL-2021		11-000-221-102-00-050	1901/LODI BOARD OF EDUCATION	79	6,641.58	SALARY SUPV INSTR LHS	02/12/2021	H
PRL-2021		11-000-221-102-00-067	1901/LODI BOARD OF EDUCATION	79	5,853.45	SALARY SUPV INST TJMS	02/12/2021	H
PRL-2021		11-000-222-100-00-050	1901/LODI BOARD OF EDUCATION	79	3,867.85	SALARY MEDIA LHS	02/12/2021	H
PRL-2021		11-000-222-100-00-060	1901/LODI BOARD OF EDUCATION	79	2,552.75	SALARY MEDIA COL	02/12/2021	H
PRL-2021		11-000-222-100-00-080	1901/LODI BOARD OF EDUCATION	79	2,552.75	SALARY MEDIA ROOS	02/12/2021	H
PRL-2021		11-000-222-100-00-090	1901/LODI BOARD OF EDUCATION	79	2,578.45	SALARY MEDIA WASH	02/12/2021	H
PRL-2021		11-000-222-100-00-100	1901/LODI BOARD OF EDUCATION	79	2,875.80	SALARY MEDIA WILS	02/12/2021	H
PRL-2021		11-000-230-100-00-000	1901/LODI BOARD OF EDUCATION	79	7,395.00	SALARIES-GEN ADMIN	02/12/2021	H
PRL-2021		11-000-230-100-05-000	1901/LODI BOARD OF EDUCATION	79	7,431.86	SAL SEC & CLERK ASST	02/12/2021	H
PRL-2021		11-000-230-100-11-000	1901/LODI BOARD OF EDUCATION	79	1,711.60	SAL SUB CALLERS	02/12/2021	H
PRL-2021		11-000-240-103-00-050	1901/LODI BOARD OF EDUCATION	79	13,444.53	SALARY PRINC/VP LHS	02/12/2021	H
PRL-2021		11-000-240-103-00-060	1901/LODI BOARD OF EDUCATION	79	5,279.79	SALARY PRINC/VP COL	02/12/2021	H
PRL-2021		11-000-240-103-00-065	1901/LODI BOARD OF EDUCATION	79	6,423.20	SALARY PRINC/VP HILL	02/12/2021	H
PRL-2021		11-000-240-103-00-067	1901/LODI BOARD OF EDUCATION	79	12,489.28	SALARY PRINC/VP TJMS	02/12/2021	H
PRL-2021		11-000-240-103-00-080	1901/LODI BOARD OF EDUCATION	79	5,788.12	SALARY PRINC/VP ROOS	02/12/2021	H
PRL-2021		11-000-240-103-00-090	1901/LODI BOARD OF EDUCATION	79	6,635.45	SALARY PRINC/VP WASH	02/12/2021	H
PRL-2021		11-000-240-103-00-100	1901/LODI BOARD OF EDUCATION	79	6,485.45	SALARY PRINC/VP WILS	02/12/2021	H
PRL-2021		11-000-240-104-00-000	1901/LODI BOARD OF EDUCATION	79	5,708.75	SAL OTHER PROF STAFF LIN	02/12/2021	H
PRL-2021		11-000-240-104-00-050	1901/LODI BOARD OF EDUCATION	79	11,472.12	SAL OTHER PROF STAFF LHS	02/12/2021	H
PRL-2021		11-000-240-105-00-050	1901/LODI BOARD OF EDUCATION	79	8,214.27	SALARY SECRETARY LHS	02/12/2021	H
PRL-2021		11-000-240-105-00-060	1901/LODI BOARD OF EDUCATION	79	3,104.35	SALARY SECRETARY COL	02/12/2021	H
PRL-2021		11-000-240-105-00-067	1901/LODI BOARD OF EDUCATION	79	5,091.24	SALARY SECRETARY TJMS	02/12/2021	H
PRL-2021		11-000-240-105-00-080	1901/LODI BOARD OF EDUCATION	79	2,392.35	SALARY SECRETARY ROOS	02/12/2021	H
PRL-2021		11-000-240-105-00-090	1901/LODI BOARD OF EDUCATION	79	2,392.35	SALARY SECRETARY WASH	02/12/2021	H
PRL-2021		11-000-240-105-00-100	1901/LODI BOARD OF EDUCATION	79	3,104.35	SALARY SECRETARY WILS	02/12/2021	H
PRL-2021		11-000-240-105-29-060	1901/LODI BOARD OF EDUCATION	79	91.00	SAL SEC SUBS/OT COL	02/12/2021	H
PRL-2021		11-000-251-100-05-000	1901/LODI BOARD OF EDUCATION	79	8,873.94	SAL SEC & CLERK ASST	02/12/2021	H
PRL-2021		11-000-251-100-28-000	1901/LODI BOARD OF EDUCATION	79	1,826.82	SAL CENTRAL SERVICES	02/12/2021	H
PRL-2021		11-000-252-100-00-000	1901/LODI BOARD OF EDUCATION	79	7,720.11	SAL COMP TECH LINC	02/12/2021	H
PRL-2021		11-000-252-100-00-050	1901/LODI BOARD OF EDUCATION	79	3,541.66	SAL COMP TECH LHS	02/12/2021	H
PRL-2021		11-000-252-580-00-000	1901/LODI BOARD OF EDUCATION	79	100.00	OTH PURCH SVCS	02/12/2021	H
PRL-2021		11-000-261-100-21-000	1901/LODI BOARD OF EDUCATION	79	9,206.63	SALARIES MAINTENANCE	02/12/2021	H
PRL-2021		11-000-261-100-22-000	1901/LODI BOARD OF EDUCATION	79	599.22	SAL MAINT O/T	02/12/2021	H
PRL-2021		11-000-262-100-18-000	1901/LODI BOARD OF EDUCATION	79	48,242.00	SALARIES CUSTODIANS	02/12/2021	H
PRL-2021		11-000-262-100-19-000	1901/LODI BOARD OF EDUCATION	79	13,736.84	SAL CUST O/T	02/12/2021	H
PRL-2021		11-000-266-100-00-000	1901/LODI BOARD OF EDUCATION	79	3,375.00	SALARIES - SECURITY	02/12/2021	H
21-ER FICA		11-000-291-220-00-000	1900/LODI BOARD OF EDUCATION	79	14,281.57	SOC SEC CONTRIB OTHER	02/12/2021	H

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## Lodi Board of Education

### Check Register By Check Number

for Batch 79 and Posted Checks : Selected Cycle : February

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Check # PO #	Invoice Number	Account Number	Vendor No./ Name	Batch	Check Amount Description	Check Date	Check Type
<b>POSTED CHECKS</b>							
902122021	21-DCRP	11-000-291-241-00-000	5321/LODI BOARD OF EDUCATION	79	599.25 RETIRE CONTRIB REGULAR	02/12/2021	H
	21-SUI	11-000-291-250-00-000	1898/LODI BOARD OF EDUCATION	79	7,330.80 UNEMPLOYMENT COMP	02/12/2021	H
	PRL-2021	11-110-100-101-00-060	1901/LODI BOARD OF EDUCATION	79	8,483.85 KIND - SALARIES COLUMBUS	02/12/2021	H
	PRL-2021	11-110-100-101-00-065	1901/LODI BOARD OF EDUCATION	79	9,101.30 KIND - SALARIES HILLTOP	02/12/2021	H
	PRL-2021	11-110-100-101-00-080	1901/LODI BOARD OF EDUCATION	79	5,105.50 KIND - SALARIES ROOS	02/12/2021	H
	PRL-2021	11-110-100-101-00-090	1901/LODI BOARD OF EDUCATION	79	11,478.90 KIND - SALARIES WASH	02/12/2021	H
	PRL-2021	11-110-100-101-00-100	1901/LODI BOARD OF EDUCATION	79	12,229.95 KIND - SALARIES WILSON	02/12/2021	H
	PRL-2021	11-120-100-101-00-060	1901/LODI BOARD OF EDUCATION	79	49,405.15 SALARY TEACHERS 1-5 COL	02/12/2021	H
	PRL-2021	11-120-100-101-00-065	1901/LODI BOARD OF EDUCATION	79	47,533.75 SALARY TEACHERS 1-5 HILL	02/12/2021	H
	PRL-2021	11-120-100-101-00-080	1901/LODI BOARD OF EDUCATION	79	26,061.81 SALARY TEACHERS 1-5 ROOS	02/12/2021	H
	PRL-2021	11-120-100-101-00-090	1901/LODI BOARD OF EDUCATION	79	48,065.22 SALARY TEACHERS 1-5 WASH	02/12/2021	H
	PRL-2021	11-120-100-101-00-100	1901/LODI BOARD OF EDUCATION	79	51,770.69 SALARY TEACHERS 1-5 WILS	02/12/2021	H
	PRL-2021	11-120-100-101-15-060	1901/LODI BOARD OF EDUCATION	79	450.00 SALARY SUB. 1-5 COL	02/12/2021	H
	PRL-2021	11-120-100-101-15-065	1901/LODI BOARD OF EDUCATION	79	1,400.00 SALARY SUB. 1-5 HILL	02/12/2021	H
	PRL-2021	11-120-100-101-15-080	1901/LODI BOARD OF EDUCATION	79	1,310.00 SALARY SUB. 1-5 ROOS	02/12/2021	H
	PRL-2021	11-120-100-101-15-090	1901/LODI BOARD OF EDUCATION	79	1,900.00 SALARY SUB. 1-5 WASH	02/12/2021	H
	PRL-2021	11-120-100-101-15-100	1901/LODI BOARD OF EDUCATION	79	1,590.00 SALARY SUB. 1-5 WILS	02/12/2021	H
	PRL-2021	11-130-100-101-00-067	1901/LODI BOARD OF EDUCATION	79	149,793.57 SALARY TEACHERS 6-8	02/12/2021	H
	PRL-2021	11-130-100-101-16-067	1901/LODI BOARD OF EDUCATION	79	3,010.00 SALARY SUB. 6-8	02/12/2021	H
	PRL-2021	11-140-100-101-00-050	1901/LODI BOARD OF EDUCATION	79	183,486.16 SALARY TEACHER 9-12	02/12/2021	H
	PRL-2021	11-140-100-101-17-050	1901/LODI BOARD OF EDUCATION	79	1,190.00 SALARY SUB. 9-12	02/12/2021	H
	PRL-2021	11-190-100-106-15-050	1901/LODI BOARD OF EDUCATION	79	986.25 SAL TEACH AIDE LHS	02/12/2021	H
	PRL-2021	11-204-100-101-00-060	1901/LODI BOARD OF EDUCATION	79	3,672.15 SALARY LLD TEACHERS COL	02/12/2021	H
	PRL-2021	11-204-100-101-00-065	1901/LODI BOARD OF EDUCATION	79	4,838.70 SALARY LLD TEACHERS HILL	02/12/2021	H
	PRL-2021	11-204-100-101-00-080	1901/LODI BOARD OF EDUCATION	79	2,614.50 SALARY LLD TEACHERS ROOS	02/12/2021	H
	PRL-2021	11-204-100-101-00-090	1901/LODI BOARD OF EDUCATION	79	5,046.35 SALARY LLD TEACHERS WASH	02/12/2021	H
	PRL-2021	11-204-100-101-00-100	1901/LODI BOARD OF EDUCATION	79	4,985.30 SALARY LLD TEACHERS WILS	02/12/2021	H
	PRL-2021	11-204-100-106-70-060	1901/LODI BOARD OF EDUCATION	79	986.25 SAL. LLD AIDE COL	02/12/2021	H
	PRL-2021	11-204-100-106-70-065	1901/LODI BOARD OF EDUCATION	79	1,972.50 SAL. LLD AIDE HILL	02/12/2021	H
	PRL-2021	11-204-100-106-70-080	1901/LODI BOARD OF EDUCATION	79	986.25 SAL. LLD AIDE ROOS	02/12/2021	H
	PRL-2021	11-204-100-106-70-090	1901/LODI BOARD OF EDUCATION	79	1,972.50 SAL. LLD AIDE WASH	02/12/2021	H
	PRL-2021	11-204-100-106-70-100	1901/LODI BOARD OF EDUCATION	79	1,972.50 SAL. LLD AIDE WILS	02/12/2021	H
	PRL-2021	11-213-100-101-00-050	1901/LODI BOARD OF EDUCATION	79	25,343.67 SALARY RESOURCE RM LHS	02/12/2021	H
	PRL-2021	11-213-100-101-00-065	1901/LODI BOARD OF EDUCATION	79	2,654.85 SALARY RESOURCE RM HILL	02/12/2021	H
	PRL-2021	11-213-100-101-00-067	1901/LODI BOARD OF EDUCATION	79	37,918.80 SALARY RESOURCE RM TJMS	02/12/2021	H
	PRL-2021	11-213-100-101-00-100	1901/LODI BOARD OF EDUCATION	79	4,468.00 SALARY RESOURCE RM WILS	02/12/2021	H
	PRL-2021	11-213-100-101-39-050	1901/LODI BOARD OF EDUCATION	79	175.00 SAL SUB RESOURCE RM LHS	02/12/2021	H

Run on 02/17/2021 at 09:02:39 AM  
\* Break in Chk. # Sequence

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# Lodi Board of Education

## Check Register By Check Number

for Batch 79 and Posted Checks : Selected Cycle : February

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Check # PO #	Invoice Number	Account Number	Vendor No./ Name	Batch	Check Amount	Check Description	Check Date	Check Type
<b>POSTED CHECKS</b>								
902122021	PRL-2021	11-213-100-101-39-065	1901/LODI BOARD OF EDUCATION	79	500.00	SAL SUB RESOURCE RM HILL	02/12/2021	H
	PRL-2021	11-213-100-101-39-067	1901/LODI BOARD OF EDUCATION	79	2,205.00	SAL SUB RESOURCE RM TJMS	02/12/2021	H
	PRL-2021	11-213-100-106-71-050	1901/LODI BOARD OF EDUCATION	79	3,945.00	SAL RESOURCE RM AIDE LHS	02/12/2021	H
	PRL-2021	11-213-100-106-71-065	1901/LODI BOARD OF EDUCATION	79	986.25	SAL RESOURCE RM AIDE HIL	02/12/2021	H
	PRL-2021	11-213-100-106-71-067	1901/LODI BOARD OF EDUCATION	79	3,945.00	SAL RESOURCE RM AIDE TJM	02/12/2021	H
	PRL-2021	11-213-100-106-71-100	1901/LODI BOARD OF EDUCATION	79	986.25	SAL RESOURCE RM AIDE WIL	02/12/2021	H
	PRL-2021	11-230-100-101-00-050	1901/LODI BOARD OF EDUCATION	79	12,139.22	SAL. BASIC SKILLS LHS	02/12/2021	H
	PRL-2021	11-230-100-101-15-060	1901/LODI BOARD OF EDUCATION	79	1,037.94	SAL TITLE I LOCAL COL	02/12/2021	H
	PRL-2021	11-230-100-101-15-065	1901/LODI BOARD OF EDUCATION	79	4,140.06	SAL TITLE I LOCAL HILL	02/12/2021	H
	PRL-2021	11-230-100-101-15-090	1901/LODI BOARD OF EDUCATION	79	4,293.90	SAL TITLE I LOCAL WASH	02/12/2021	H
	PRL-2021	11-230-100-101-15-100	1901/LODI BOARD OF EDUCATION	79	4,857.62	SAL TITLE I LOCAL WILS	02/12/2021	H
	PRL-2021	11-230-100-101-43-067	1901/LODI BOARD OF EDUCATION	79	11,689.03	SAL TITLE I LOCAL-MS	02/12/2021	H
	PRL-2021	11-240-100-101-00-050	1901/LODI BOARD OF EDUCATION	79	4,366.58	SALARY E.S.L. LHS	02/12/2021	H
	PRL-2021	11-240-100-101-00-060	1901/LODI BOARD OF EDUCATION	79	3,834.35	SALARY E.S.L. COL	02/12/2021	H
	PRL-2021	11-240-100-101-00-065	1901/LODI BOARD OF EDUCATION	79	4,249.73	SALARY E.S.L. HILL	02/12/2021	H
	PRL-2021	11-240-100-101-00-067	1901/LODI BOARD OF EDUCATION	79	3,480.45	SALARY E.S.L. TJMS	02/12/2021	H
	PRL-2021	11-240-100-101-00-080	1901/LODI BOARD OF EDUCATION	79	1,449.26	SALARY E.S.L. ROOS	02/12/2021	H
	PRL-2021	11-240-100-101-00-090	1901/LODI BOARD OF EDUCATION	79	5,105.50	SALARY E.S.L. WASH	02/12/2021	H
	PRL-2021	11-240-100-101-00-100	1901/LODI BOARD OF EDUCATION	79	4,295.85	SALARY E.S.L. WILS	02/12/2021	H
	PRL-2021	11-402-100-100-01-050	1901/LODI BOARD OF EDUCATION	79	320.00	SALARIES-ATHLETIC A LHS	02/12/2021	H
	PRL-2021	11-402-100-100-02-050	1901/LODI BOARD OF EDUCATION	79	3,942.05	SALARY-ATHLETIC TRAINER	02/12/2021	H
	PRL-2021	20-218-100-101-13-065	1901/LODI BOARD OF EDUCATION	79	4,717.90	PRE-KIND SALARIES HILL	02/12/2021	H
	PRL-2021	20-218-100-101-13-080	1901/LODI BOARD OF EDUCATION	79	2,406.85	PRE-KIND SALARIES ROOS	02/12/2021	H
	PRL-2021	20-218-100-101-13-090	1901/LODI BOARD OF EDUCATION	79	9,932.25	PRE-KIND SALARIES WASH	02/12/2021	H
	PRL-2021	20-218-100-106-13-065	1901/LODI BOARD OF EDUCATION	79	986.25	PRE-KIND SAL AIDES HILL	02/12/2021	H
	PRL-2021	20-218-100-106-13-090	1901/LODI BOARD OF EDUCATION	79	1,972.50	PRE-KIND SAL AIDES WASH	02/12/2021	H
	PRL-2021	20-218-100-106-13-100	1901/LODI BOARD OF EDUCATION	79	986.25	PRE-KIND SAL AIDES WILS	02/12/2021	H
	PRL-2021	20-231-100-101-00-060	1901/LODI BOARD OF EDUCATION	79	3,679.96	TITLE I SALARIES COL	02/12/2021	H
	PRL-2021	20-231-100-101-00-065	1901/LODI BOARD OF EDUCATION	79	3,663.94	TITLE I SALARIES HILL	02/12/2021	H
	PRL-2021	20-231-100-101-00-067	1901/LODI BOARD OF EDUCATION	79	4,797.90	TITLE I SALARIES TJMS	02/12/2021	H
	PRL-2021	20-231-100-101-00-080	1901/LODI BOARD OF EDUCATION	79	3,022.45	TITLE I SALARIES ROOS	02/12/2021	H
	PRL-2021	20-231-100-101-00-090	1901/LODI BOARD OF EDUCATION	79	3,681.70	TITLE I SALARIES WASH	02/12/2021	H
	PRL-2021	20-231-100-101-00-100	1901/LODI BOARD OF EDUCATION	79	2,673.58	TITLE I SALARIES WILS	02/12/2021	H
	PRL-2021	20-241-100-101-00-065	1901/LODI BOARD OF EDUCATION	79	319.87	TITLE III SALARIES HILL	02/12/2021	H
Total For Check Number 902122021					\$1,318,637.33			

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**Lodi Board of Education**  
**Check Register By Check Number**  
for Batch 79 and Posted Checks : Selected Cycle : February

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**Total for Hand Checks**

**\$1,318,637.33**

**Total Posted Checks**

**\$1,318,637.33**

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**Lodi Board of Education**  
**Check Register By Check Number**  
for Batch 79 and Posted Checks : Selected Cycle : February

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Fund Summary	Fund Category	Sub Fund	Computer Checks	Computer Checks Non/AP	Hand Checks	Hand Checks Non/AP	Total Checks
	10	10				\$74,625.85	\$74,625.85
	10	11			\$1,201,170.08		\$1,201,170.08
	Fund 10	TOTAL			\$1,201,170.08	\$74,625.85	\$1,275,795.93
	20	20			\$42,841.40		\$42,841.40
	GRAND	TOTAL	\$0.00	\$0.00	\$1,244,011.48	\$74,625.85	\$1,318,637.33

\* Total Prior Cycle Checks Voided in selected cycle(s): **\$0.00**  
Total Checks from selected cycle(s) voided in the selected cycle(s): **\$0.00**

Lodi Board of Education Bills And Claims Report By PO Number Wire Transfers/Misc.				
PO#	Appropriation/ Line Acct	Vendor Name	Description	Amount
21-0733	11-000-291-270-00-000	NJSHBP, State of NJ Pensions & Benefits	Premium due 02/15/2021	\$ 341.70
21-0733	11-000-291-270-00-000	State of NJ Health Benefits	Premium due 03/15/2021	\$ 557,199.51
				<hr/>
				\$ 557,541.21



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During a Declared Emergency  
Jan 21  
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[See POLICY ALERT No. 222]

## 0164.6 REMOTE PUBLIC BOARD MEETINGS DURING A DECLARED EMERGENCY

### A. Purpose – N.J.A.C. 5:39-1.1

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

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

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

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

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



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

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

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

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

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

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

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

"Public meeting" means and includes any gathering whether corporeal or by means of communication equipment which is attended by, or open to, all of the members of a public body, held with the intent, on the part of the members of the body present, to discuss or act as a unit upon the specific



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public business of that body. Meeting does not mean or include any such gathering (1) attended by less than an effective majority of the members of a public body, or (2) attended by or open to all the members of three or more similar public bodies at a convention or similar gathering.

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

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

1. In addition to any circumstances under which public meetings held by means of communication equipment may be authorized pursuant to the Open Public Meetings Act, N.J.S.A. 10:4-1 et seq., the Board may hold a remote public meeting to conduct public business during a declared emergency if the emergency reasonably prevents the Board from safely conducting public business at a physical location with members of the public present.
2. If, during a declared emergency, the Board holds a physical meeting in a location where, pursuant to State and/or Federal guidelines meant to mitigate the risk of a contagious infection, the declared emergency necessitates capacity restrictions reducing the number of individuals that can be present in the meeting room to an amount below that reasonably expected for the public meeting by the Board, the Board must either hold the public meeting at another location with adequate capacity for the reasonably expected attendance by the public or hold the public meeting as both an in-person meeting and a remote public meeting.
  - a. As set forth at N.J.A.C. 5:39-1.4(c), no in-person meeting shall proceed if the room capacity does not permit any member of the public to attend.



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### Remote Public Board Meetings During a Declared Emergency

3. Nothing in N.J.A.C. 5:39-1.3 shall be interpreted to prevent the Board from broadcasting the audio and/or video of, or taking remote public comment during, a public meeting that the public can physically attend without being subject to public health-related capacity restrictions.
- D. Minimum Technological and Procedural Requirements for Remote Public Meetings Necessitated by a Declared Emergency – N.J.A.C. 5:39-1.4
1. If a declared emergency requires the Board to hold a remote public meeting to conduct public business, the Board shall use an electronic communications technology that is routinely used in academic, business, and professional settings, and can be accessed by the public at no cost.
    - a. Participant capacity on the selected platform should be consistent with the reasonable expectation of the public body for public meetings of the type being held and shall not be limited to fewer than fifty public participants (beyond those persons required to conduct business at the meeting).
  2. Remote public meetings may be held by means including, but not limited to, audio-only teleconferencing, electronic communications platforms with video and audio, and Internet-accessible technology, such as live-streaming.
    - a. If an electronic communications platform or Internet-accessible technology is being utilized for a remote public meeting, a telephonic conference line shall also be provided to allow members of the public to dial-in by telephone to listen and provide public comment as otherwise required by law.
    - b. The Board [  shall     shall not  ] require members of the public to state, prior to providing public comment, whether they wish to speak and to identify themselves prior to speaking.



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3. The Board shall provide the public with similar access to a remote public meeting as members of the Board, staff of the Board, and any individuals seeking one or more approvals from the Board.
  - a. If a remote public meeting is held by audio and video, the public shall also have the opportunity to participate in the meeting in both audio and video capacities.
  - b. The Board meeting held in-person shall not prohibit members of the public from attending in-person.
4. Any remote public meeting where sworn testimony is being taken shall be broadcast by video, as well as by audio.
  - a. All individuals giving sworn testimony at a remote public meeting shall appear by video in addition to audio.
5. Any presentations or documents that would otherwise be viewed or made available to members of the public physically attending the Board meeting shall be made visible on a video broadcast of the remote public meeting or made available on the Internet website or webpage of the entity governed by the Board, or the Internet website or webpage of the entity responsible for appointing the members of the Board.
  - a. If a document would be made available to individual members of the public in hard copy while physically attending the meeting, the document shall be made available in advance of the meeting for download through an internet link appearing either on the meeting notice, or near the posting of the meeting notice, both on the website and at the building where the meeting would otherwise be held.
  - b. If the Board does not have its own website, such documents shall be available upon request ahead of the meeting and provided through an official social media account if one exists.



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Remote Public Board Meetings  
During a Declared Emergency

6. The Board holding a remote public meeting shall allow members of the public to make public comment by audio, or by audio and video, if the remote public meeting is held over both audio and video, during the meeting.
  - a. In advance of the remote public meeting, the Board shall allow public comments to be submitted to the \_\_\_\_\_ **(official responsible for creating the meeting agenda)** by electronic mail and in written letter form by a reasonable deadline.
  - b. The Board shall [   **accept**    **not accept**] text-based public comment received during a remote public meeting held through an electronic communications platform or Internet-accessible technology. Public comments submitted before the remote public meeting through electronic mail or by written letter shall be read aloud and addressed during the remote public meeting in a manner audible to all meeting participants and the public.
  - c. The Board shall impose a reasonable time limit, where permitted by law, of [   **three**    **four**    **five**] minutes on individual public comments and the same limits shall be placed on the reading of written comments. Each comment shall be read from the beginning, until the time limit is reached. The Board may pass over duplicate written comments; however, each duplicate comment shall be noted for the record with the content summarized. If the Board elects to summarize duplicative comments, the Board must not summarize certain duplicative comments while reading other duplicative comments individually.
7. The electronic communications technology used for a remote public meeting must have a function that allows the Board to mute the audio of all members of the public, as well as allow members of the public to mute themselves.



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### Remote Public Board Meetings During a Declared Emergency

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



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### Remote Public Board Meetings During a Declared Emergency

- (2) If a member of the public becomes disruptive during a remote public meeting, including during any period for public comment, the member of the Board charged with running the remote public meeting shall mute or continue muting, or direct appropriate staff to mute or continue muting, the disruptive member of the public and warn that continued disruption may result in being prevented from speaking during the remote public meeting or removed from the remote public meeting.
  - (a) Disruptive conduct includes sustained inappropriate behaviors, such as, but not necessarily limited to, shouting, interruption, and use of profanity.
- (3) A member of the public who continues to act in a disruptive manner after receiving an initial warning may be muted while other members of the public are allowed to proceed with their questions or comments.
  - (a) If time permits, the disruptive individual shall be allowed to speak after all other members of the public have been given the opportunity to make their comment. Should the person remain disruptive, the individual may be muted or kept on mute for the remainder of the remote public meeting, or removed from the remote public meeting.
- 9. Electronic communications platforms and Internet-accessible technologies used for remote public meetings shall be hosted on FedRAMP Moderate Impact Level Authorized dedicated servers or in a FedRAMP Moderate Impact Level Authorized Cloud, unless the host of the dedicated servers or cloud provides annual evidence of satisfactory cybersecurity internal controls through a SOC2 audit report.





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Remote Public Board Meetings  
During a Declared Emergency

- a. When using cloud services, the technology vendor shall check provider credentials and contracts to ensure FedRAMP Moderate Impact compliance unless annual evidence of satisfactory internal controls is provided through a SOC2 audit report.
- E. Notice of Remote Public Meetings; Statement in Minutes – N.J.A.C. 5:39-1.5
- 1. Adequate notice of a remote public meeting must include, in addition to the content required pursuant to N.J.S.A. 10:4-8, clear and concise instructions for accessing the remote public meeting, the means for making public comment, and where relevant documents, if any, will be made available.
  - 2. In addition to adequate notice, the Board shall also provide electronic notice of a remote public meeting, except as may be permitted pursuant to N.J.S.A. 10:4-9.3 and E.3. below.
    - a. The electronic notice shall contain the content required pursuant to N.J.S.A. 10:4-8 and 10:4-9.1 and E.1. above, and shall be posted on the Internet website or webpage of Board and/or school district, or the entity responsible for appointing the members of the Board.
      - (1) If the Board does not have a website, electronic notice shall be provided on an official social media platform of the Board; however, electronic notice is not required if the Board does not have an internet presence.
      - (2) Unless otherwise prohibited by the declared emergency, the content of the electronic notice shall also be posted on the main access door of the building where the public would routinely attend public meetings of the Board in-person. The notice must be viewable from the outside.



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### Remote Public Board Meetings During a Declared Emergency

3. If during a declared emergency the Board elects to issue electronic notice of a remote public meeting in lieu of, rather than in addition to, adequate public notice, as permitted pursuant to N.J.S.A. 10:4-9.3, the Board shall limit public business discussed or effectuated at the meeting to matters:
  - a. Necessary for the continuing operation of government and which relate to the emergency declaration connected with the declared emergency; or
  - b. Requiring decision during the remote public meeting due to imminent time constraints.
4. Nothing in N.J.A.C. 5:39-1.5 prohibits the Board from holding a remote public meeting, notwithstanding the failure to provide adequate notice and electronic notice where permitted pursuant to N.J.S.A. 10:4-9.
5. If the Board expects to conduct remote public meetings for a series of regularly scheduled meetings advertised in its annual notice, the annual notice shall be revised at least seven days prior to the next regularly scheduled meeting, indicating which meeting(s) will be held as a remote public meeting and shall contain clear and concise instructions for accessing those remote public meetings, the means for making public comment, and where relevant documents, if any, will be made available.
  - a. In addition to the means of notice transmission required pursuant to N.J.S.A. 10:4-18, the revised annual notice shall be posted on the Internet website or webpage of the Board and/or school district, or the entity responsible for appointing the members of the Board.
  - b. If the Board does not have its own website, the revised notice shall be provided on an official social media platform unless the Board does not have an Internet presence.



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- c. Unless otherwise prohibited by the declared emergency, the content of the electronic notice shall also be posted on the door of the main public entrance to the building where the public would routinely attend public meetings held by the Board.
  - (1) Notice must also be posted on the door for any designated and clearly delineated handicap accessible entrance. These notices must be viewable from the outside.
- 6. If a previously scheduled Board meeting was to allow public attendance without a public health-related restriction as to capacity, but the Board intends to hold the same meeting as a remote public meeting due to a declared emergency and the change is not reflected in a revised annual notice issued pursuant to E.5. above, the Board shall issue adequate and electronic notice for said meeting pursuant to E.1. and E.2. above as if the meeting were not included in the annual notice.
- 7. At the commencement of every remote public meeting of the Board, the person presiding shall announce publicly, and shall cause to be entered in the minutes of the meeting, an accurate statement to the effect that:
  - a. Both adequate and electronic notice of the meeting has been provided, specifying the time, place, and manner in which such notice was provided;
  - b. Only electronic notice of the meeting has been provided, specifying the time, place, and manner in which such notice was provided, and that discussion and effectuation of public business shall be limited to only those matters:
    - (1) Necessary for the continuing operation of government and that relate to the applicable emergency declaration; or



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- (2) Requiring decision during the remote public meeting due to imminent time constraints; or
- c. That adequate notice and electronic notice was not provided, in which case such announcement shall state:
  - (1) The reason(s) why the matter(s) discussed are of such urgency and importance, as contemplated pursuant to N.J.S.A. 10:4-9(b)(1), and the nature of the substantial harm to the public interest likely to result from a delay in the holding of the meeting;
  - (2) That the remote public meeting will be limited to discussion of, and acting with respect to, such matters of urgency and importance;
  - (3) The time, place, and manner in which notice of the meeting was provided; and
  - (4) Either that the need for such meeting could not reasonably have been foreseen at a time when adequate notice and/or electronic notice could have been provided, in which event, such announcement shall specify the reason why such need could not reasonably have been foreseen; or that such need could reasonably have been foreseen at a time when adequate notice and/or electronic notice could have been provided, but such notice was not provided, in which event the announcement shall specify the reason why adequate notice and/or electronic notice was not provided.
- 8. Where the Board is required by law to provide a meeting agenda, or otherwise provides a meeting agenda by practice at its regularly scheduled meetings, prior to the commencement of the remote public meeting, the Board shall also make a copy of the agenda available to the public for download through an Internet link appearing either on the meeting notice, or near the posting of the meeting notice on the website.



# BYLAW GUIDE

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Remote Public Board Meetings  
During a Declared Emergency

- a. The notice shall also be posted at the building where the meeting would otherwise be held prior to the commencement of the remote public meeting.

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

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

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

Adopted:





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Family Leave

Jan 21

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[See POLICY ALERT No. 222]

## 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.



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

“Family member” means a child, parent, parent-in-law, sibling, grandparent, grandchild, spouse, domestic partner, or one partner in a civil union couple, or any other individual related by blood to a staff member, and any other individual that a staff member shows to have a close association with a staff member which is the equivalent of a family relationship.

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

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

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

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

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

- a. A period of incapacity (that is, inability to work, attend school, or perform regular daily activities due to a serious





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health condition, treatment therefore, and recovery therefrom) of more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

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

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



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

#### 2. Reasons for NJFLA Leave

a. A staff member may take NJFLA leave to provide care made necessary by reason of:

- (1) The birth of a child of the staff member, including a child born pursuant to a valid written agreement between the staff member and the gestational carrier;
- (2) The placement of a child into foster care with the staff member or in connection with adoption of such child by a staff member;
- (3) The serious health condition of a family member of the staff member; or
- (4) A state of emergency declared by the Governor of New Jersey, or when indicated to be needed by the Commissioner of Health – New Jersey Department of Health or other public health authority, an epidemic or communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of a communicable disease which:
  - (a) Requires in-home care or treatment of a child due to the closure of the school or place of care of the child of a staff member, by order of a public official due to the epidemic or other public health emergency;



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- (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.



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- 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.



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- (1) However, if a staff member is out on NJFLA leave and the staff member is not regularly scheduled to work for one or more weeks, the weeks the staff member is not regularly scheduled to work do not count against their NJFLA leave entitlement.

## 4. Types of NJFLA Leave

- a. Staff members are required to provide notice in writing for any NJFLA leave requested. In emergent circumstances, a staff member may provide the Board with oral notice when written notice is impracticable.

- (1) Staff members must provide the Board written notice after submitting oral notice in emergent circumstances.

- b. Consecutive NJFLA leave is NJFLA leave that is taken without interruption based upon a staff member's regular work schedule and does not include breaks in employment in which a staff member is not regularly scheduled to work.

- (1) A staff member must provide the Board with notice of consecutive NJFLA leave no later than thirty days prior to the commencement of consecutive NJFLA leave, except where emergent circumstances warrant shorter notice.

- (2) A staff member shall provide the Board with certification pursuant to A.5. below.

- c. Intermittent NJFLA leave is NJFLA leave due to a single qualifying reason, taken in separate periods of time, broken up by periods in which the staff member returns to work.



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- (1) A staff member is entitled to take NJFLA leave intermittently for the birth of a child of the staff member, including a child born pursuant to a valid written agreement between the staff member and a gestational carrier or the placement of a child into foster care with the staff member or in connection with adoption of such child by the staff member.
  - (a) The staff member shall provide the Board with prior notice of not less than fifteen calendar days before the first day on which NJFLI benefits are paid for the intermittent NJFLA leave, unless an emergency or other unforeseen circumstance precludes prior notice.
  - (b) The staff member shall make a reasonable effort to schedule the intermittent NJFLA leave so as not to unduly disrupt the operations of the Board and, if possible, provide the Board, prior to the commencement of intermittent NJFLA leave, with a regular schedule of the days or days of the week on which the intermittent NJFLA leave will be taken.
  - (c) A staff member shall provide the Board with certification for intermittent NJFLA leave pursuant to A.5.b. below.
- (2) The staff member is entitled to take intermittent NJFLA leave for the serious health condition of a family member of the staff member when medically necessary if:



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



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- (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;





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



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

## 5. Certification

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



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



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



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- (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:



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- (a) A staff member is a salaried staff member who is among the highest paid 5% of the Board's staff members or the seven highest paid staff members of the Board, whichever is greater;
- (b) The denial is necessary to prevent substantial and grievous economic injury to the Board's operations; and
- (c) The Board notifies a staff member of its intent to deny the NJFLA leave at the time the Board determines that the denial is necessary.

(2) The provisions of A.6.a.(1) above shall not apply when, in the event of a state of emergency declared by the Governor of New Jersey or when indicated to be needed by the Commissioner of Health – New Jersey Department of Health or other public health authority, the NJFLA leave is for an epidemic of a communicable disease, a known or suspected exposure to a communicable disease, or efforts to prevent spread of a communicable disease.

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

#### 7. Reinstatement from NJFLA Leave

- a. Upon the expiration of a NJFLA leave, a staff member shall be restored to the position such staff member held immediately prior to the commencement of the NJFLA leave. If such position has been filled, the Board shall reinstate such staff member to an equivalent position of like seniority, status, employment benefits, pay, and other terms and conditions of employment.



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- b. If, during NJFLA leave, the Board experiences a reduction in force or layoff and a staff member would have lost their position had a staff member not been on NJFLA leave, as a result of the reduction in force or pursuant to the good faith operation of a bona fide layoff and recall system including a system under a collective bargaining agreement where applicable, a staff member shall not be entitled to reinstatement to the former or an equivalent position. A staff member shall retain all rights under any applicable layoff and recall system, including a system under a collective bargaining agreement, as if a staff member had not taken the NJFLA leave.

## 8. Notice to Staff Members

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

## 9. Local Board of Education Practices

### a. Accrued Paid NJFLA Leave

- (1) Whether a staff member is required to use any other accrued leave time concurrent with NJFLA leave time will depend upon either the school district's practice or a provision in a collective bargaining agreement, if applicable.
  - (a) Sick leave may only be used concurrently with the NJFLA leave in accordance with the provisions of N.J.S.A. 18A:30-1 and N.J.S.A. 34:11B-3.



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b. Multiple Leaves of Absence

- (1) Where a Board maintains leaves of absence which provide benefits, other than health benefits, that differ depending upon the type of leave taken, the Board shall provide those benefits to a staff member on NJFLA leave in the same manner as it provides benefits to staff members who are granted other leaves of absence which most closely resemble NJFLA leave.

10. New Jersey Family Leave Insurance Program (NJFLI)

- a. Board of Education staff members are eligible to apply for benefits under the NJFLI Program administered by the State of New Jersey Department of Labor and Workforce Development.
- b. All applications for benefits under the NJFLI Program must be filed directly with the State of New Jersey Department of Labor and Workforce Development. The eligibility requirements, wage requirements, benefit duration and amounts, and benefit limitations shall be in accordance with the provisions of the NJFLI Program as administered by the State of New Jersey Department of Labor and Workforce Development. A formal appeal may be submitted to the State of New Jersey Department of Labor and Workforce Development if an employee or the Board disagrees with a determination on a claim.
- c. The NJFLI Program provides eligible individuals a monetary benefit and not a leave benefit. The school district administrative and related staff will comply with the State of New Jersey Department of Labor and Workforce Development requests for information in accordance with the provisions of N.J.A.C. 12:21-3.9.





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- d. A printed notification of staff members' rights relative to the receipt of benefits under the NJFLI Program will be posted in each of the school district worksites and in a place or places accessible to all employees at the worksite.
- e. Each staff member shall receive a copy of this notification in writing at the time of the staff member's hiring, whenever the staff member provides written notice to the Superintendent of their intention to apply for benefits under the NJFLI Program, or at any time upon the first request of the staff member.
  - (1) The written notification may be transmitted to the staff member in electronic form.
  - (2) Access to and/or distribution of this Policy shall serve as school district notice to staff members of their rights under the NJFLI Program.

## B. Federal Family and Medical Leave Act

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

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

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

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

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



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

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

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

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

## 2. Qualifying Reasons for FMLA Leave

- a. A staff member may take FMLA leave to provide care made necessary:
  - (1) For the birth of a son or daughter of a staff member and in order to care for such son or daughter;
  - (2) For the placement of a son or daughter with a staff member for adoption or foster care;
  - (3) In order to care for the spouse, son, daughter, or parent of a staff member if such spouse, son, daughter, or parent has a serious health condition;



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- (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.



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- 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.



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- 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.



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- (iii) Intermittent FMLA leave may be taken for a serious health condition of a parent, son, or daughter, for a staff member's own serious health condition, which requires treatment by a health care provider periodically, rather than for one continuous period of time, and may include FMLA leave of periods from an hour or more to several weeks.
- (b) For planned and/or unanticipated medical treatment of a serious health condition when medically necessary.
- (c) To provide care or psychological comfort to a covered family member with a serious health condition when medically necessary.
- (d) For absences where a staff member or family member is incapacitated or unable to perform the essential functions of the position because of a chronic serious health condition even if he or she does not receive treatment by a health care provider.
- (e) For FMLA leave taken after the birth of a healthy child or placement of a healthy child for adoption or foster care, only if the Board agrees.
- (i) The Board's agreement is not required; however, for FMLA leave during which the mother has a serious health condition in connection with the birth of her child or if the newborn child has a serious health condition.



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- (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.



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- (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.





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



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- (2) A staff member may continue the part-time employment that commenced prior to the FMLA leave at the same number of hours that a staff member was regularly scheduled prior to such FMLA leave.

#### 7. "Instructional Employees" Exceptions for FMLA Leave

- a. "Instructional Employees" are those staff members whose principal function is to teach and instruct students in class, a small group, or in an individual setting. This term includes teachers, athletic coaches, driving instructors, and special education assistants, such as signers for the hearing impaired.
  - (1) Teacher assistants or aides who do not have as their principal job actual teaching or instructing, guidance counselors, child study team members, curriculum specialists, cafeteria workers, maintenance workers, and/or bus drivers are not considered instructional staff members for the purposes of this Policy.
  - (2) For purposes of this Policy "Instructional Employees" shall be referred to as "Instructional Staff Members".
- b. "Semester" means the school semester that typically ends near the end of the calendar year and the end of the spring each school year. The Board can have no more than two semesters in a school year.
- c. FMLA leave taken at the end of the school year and continues into the beginning of the next school year is considered consecutive FMLA leave.



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- d. Eligible instructional staff members that need intermittent or reduced FMLA leave to care for a family member or for a staff member's own serious health condition which is foreseeable based on planned medical treatment and would be on FMLA leave more than twenty percent of the total number of working days over the period the FMLA leave would extend, the Board may:
  - (1) Require a staff member to take the FMLA leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
  - (2) Transfer a staff member temporarily to an available alternative position for which a staff member is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of FMLA leave than does a staff member's regular position.
- e. If the instructional staff member does not give the required notice for FMLA leave that is foreseeable and desires the FMLA leave to be taken intermittently or on a reduced FMLA leave schedule, the Board may require a staff member to take FMLA leave of a particular duration, or to transfer temporarily to an alternative position. Alternatively, the Board may require a staff member to delay taking the FMLA leave until the notice provision is met.
- f. If an instructional staff member begins FMLA leave more than five weeks before the end of the school year, the Board may require a staff member to continue taking FMLA leave until the end of the semester if:
  - (1) The FMLA leave will last three weeks; and
  - (2) A staff member would return to work during the three-week period before the end of the semester.



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- 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:



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- (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.



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## 9. Verification

- a. The Board shall require that a staff member's FMLA leave to care for a staff member's covered family member with a serious health condition, or due to a staff member's own serious health condition that makes a staff member unable to perform one or more of the essential functions of a staff member's position, be supported by a certification issued by the health care provider of a staff member or a staff member's family member.
  - (1) The Board must give written notice of a requirement for certification each time a certification is required. The Board's oral request to a staff member to furnish any subsequent certification is sufficient.
- b. The Board shall require a staff member furnish certification at the time a staff member gives notice of the need for FMLA leave or within five business days thereafter, or, in the case of unforeseen FMLA leave, within five business days after the FMLA leave commences.
  - (1) The Board may request certification at some later date if the Board later has reason to question the appropriateness of the FMLA leave or its duration.
  - (2) A staff member must provide the requested certification to the Board within fifteen calendar days after the Board's request, unless it is not practicable under the particular circumstances to do so despite a staff member's diligent, good faith efforts or the Board provides more than fifteen calendar days to return the requested certification.
- c. When FMLA leave is taken because of a staff member's own serious health condition, or the serious health condition of a family member, the Board shall require a staff member to obtain a medical certification from a health care provider that sets forth the following information:



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



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necessity for such intermittent or reduced schedule FMLA leave and an estimate of the dates and duration of such treatments and any periods of recovery;

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





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- (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.



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- (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.



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- c. Intent to Return to Work
    - (1) The Board may require a staff member on FMLA leave to report periodically on a staff member's status and intent to return to work.
  - d. Fitness for Duty Certification
    - (1) As a condition of restoring a staff member whose FMLA leave was a result of a staff member's own serious health condition that made a staff member unable to perform a staff member's job, the Board shall require all similarly-situated staff members (i.e., same occupation, same serious health condition) who take FMLA leave for such conditions to obtain and present certification from a staff member's health care provider that a staff member is able to resume work.
    - (2) A staff member has the same obligations to participate and cooperate in the fitness-for-duty certification process as in the initial certification process.
11. The Board of Education Notice
- a. Notice of Staff Member Rights Under FMLA
    - (1) The Board shall post and keep posted on its premises, in conspicuous places where staff members are employed, a notice explaining the FMLA's provisions and providing information concerning the procedures for filing complaints of violations of the FMLA with the Wage and Hour Division.
      - (a) The notice will be posted prominently where it can be readily seen by staff members and applicants for employment.



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- (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.



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- (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.



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## 2. Non-Tenured Teaching Staff

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

## 3. Record Keeping

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

## 4. Processing of Complaints

### a. New Jersey Family Leave Act

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

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

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



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- (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:







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Lead Testing of Water in Schools

Jan 21

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[See POLICY ALERT Nos. 214 and 222]

## 7425 LEAD TESTING OF WATER IN SCHOOLS

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

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

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



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Lead Testing of Water in Schools

Notwithstanding the results or date of any prior testing, the Board shall continue to test drinking water outlets in the designated Statewide required testing year, which shall be every third school year beginning with the 2021-2022 school year and subsequently occurring in the 2024-2025 school year. By no later than June 30 of the designated Statewide required testing year, the Board shall test all drinking water outlets in accordance with N.J.A.C. 6A:26-12.4(g)1. The Board shall sample for lead after the replacement of any drinking water outlet or any other alteration to plumbing or service lines that may impact lead levels at the outlet, in accordance with N.J.A.C. 6A:26-12.4(f)(g)1. and 2.

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

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

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

Adopted:



# REGULATION GUIDE

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Lead Testing of Water in Schools  
Jan 21  
M

[See **POLICY ALERT No. 222**]

## R 7425 LEAD TESTING OF WATER IN SCHOOLS

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

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

### A. Testing of Drinking Water

#### 1. Schedule

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



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- (i) 24-hour school facilities shall collect first-draw samples at drinking water outlets following a stagnation time that would likely result in the longest standing time;
- (b) At least eight hours prior to sampling, signs shall be posted to indicate that water shall not be used and access to the buildings subject to the sampling shall be restricted to all but authorized staff members;
- (c) Existing aerators, screens, and filters shall not be replaced or removed prior to or during sampling; and
- (d) All samples shall be collected in pre-cleaned high-density polyethylene (HDPE) 250 milliliter (mL) wide-mouth single-use rigid sample containers that are properly labeled.

## 2. Analysis of Samples

### a. Analysis of samples shall be conducted as follows:

- (1) Analysis shall be conducted by a certified laboratory to analyze for lead in drinking water;
- (2) The laboratory shall use an approved analytical method pursuant to the Federal Safe Drinking Water Act at 40 CFR 141.23(k)(1); and
- (3) Sample analysis shall be conducted in accordance with a Quality Assurance Project Plan (QAPP), which shall be signed by the Board, the certified laboratory, and the individual responsible for conducting the sampling. The QAPP shall include



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the identification of analytical methods, chain of custody procedures, data validation and reporting processes, detection limits, reporting to three significant figures, field blanks, and quality control measures required by the certified method.

- b. The Superintendent or designee may utilize a technical guidance manual, which will be developed by the New Jersey Department of Education (NJDOE), in consultation with the Department of Environmental Protection (DEP), to assist in the school district's compliance with the sampling and analysis requirements of this Regulation.

### 3. Designated Statewide Required Testing

- a. Notwithstanding the results or date of any prior testing, the Board shall continue to test drinking water outlets as provided in A.2.a. above in the designated Statewide required testing year, which shall be every third school year beginning with the 2021-2022 school year and subsequently occurring in the 2024-2025 school year:
  - (1) By no later than June 30 of the designated Statewide required testing year, the Board shall test all drinking water outlets. Sampling shall be prioritized, such that buildings and facilities that previously had outlets with results above the action level or identified in the plumbing profile as high risk for lead shall be sampled first in accordance with the sampling plan; and
  - (2) The Board shall sample for lead after the replacement of any drinking water outlet or any other alteration to plumbing or service lines that may impact lead levels at the outlet.



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- b. If the Board tests drinking water outlets for lead more frequently than the three-year cycle set forth in A.3.a. above, the notification requirements set forth in B.2.b. below shall apply.

- (1) If drinking water outlets are tested more frequently in accordance with A.3.b. above, the Board shall make the most recent results for each facility available on the Board's website.

#### 4. Statement of Assurance

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

#### 5. Exception from Testing Requirements

- a. The Board may request an exemption from the testing requirements set forth in A.2. above if they can demonstrate that they do not use any drinking water outlets for consumption or food preparation in any of their facilities.
- b. The Board shall submit an application to the NJDOE documenting that no drinking water outlets are used in their facilities and the provisions for an alternative source of drinking water.
- c. If the school district receives an exemption from the NJDOE from testing, the Board shall make available for public inspection at the school facility and on the Board's website, if applicable, confirmation that the school district is exempt from testing.



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- d. No later than June 30 of each Statewide required testing school year set forth in A.3. above, the Board shall either begin testing procedures in accordance with section A.3.a. above or reapply for an exemption under section A.5.

## B. Water Testing – Laboratory Results

1. The Superintendent or designee shall complete a review of final laboratory results within seventy-two hours of receipt.
2. Within twenty-four hours after the Superintendent or designee has reviewed the final laboratory results, the Superintendent or designee shall:
  - a. Make the test results of all water samples publicly available at the school facility in accordance with section B.3. below and make the results from the most recent required Statewide testing available on the Board's website; and
  - b. If any results exceed the permissible lead action level, provide written notification to the parents of all students attending the facility, facility staff, and the Department of Education. This written notification shall be posted on the Board's website and shall include a description of the following:
    - (1) Measures taken by the Board or its designee, to immediately end use of each drinking water outlet where water quality exceeds the permissible lead action level;
    - (2) Any additional remedial actions taken or planned by the Board;
    - (3) The measures taken to ensure that alternate drinking water has been made available to all students and staff members at the school(s) where the water outlet(s) is located; and
    - (4) Information regarding the health effects of lead.



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3. Test results of all water samples shall remain publicly available in accordance with the timeline established by the Department of the Treasury in the Records Retention Schedule.

## C. Reimbursement

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

## D. Failure to Comply

1. Failure to comply with any requirement of N.J.A.C. 6A:26-12.4 and Policy and Regulation 7425 may result in any of the following:
  - a. Board's disqualification for reimbursement pursuant to C. above;
  - b. The NJDOE's initiation of an investigation by the Office of Fiscal Accountability and Compliance; and
  - c. The Commissioner's withholding of State aid pursuant to N.J.A.C. 6A:2-1.2.

Adopted:





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[See POLICY ALERT Nos. 94, 113, and 222]

## 0145 BOARD MEMBER RESIGNATION AND REMOVAL

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

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

~~A member who fails to attend three consecutive~~

**Optional**

**[regular]**

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



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Board Member Resignation and Removal

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

N.J.S.A. 18A:12-2; **18A:12-2.2**; 18A:12-3; 18A:12-29

N.J.S.A. 19:27A-1 et seq.

Adopted:



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M

[See **POLICY ALERT No. 218 and 222**]

## R 1642 EARNED SICK LEAVE LAW

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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



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

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

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

“Spouse” means a husband or wife.

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

1. The employer shall provide earned sick leave in accordance with the Act for each employee working for the employer.
2. For every thirty hours worked, the employee shall accrue one hour of earned sick leave. The employer [☐ will ☐ will not] provide an employee their full complement of earned sick leave for a benefit year as required under N.J.S.A. 34:11D-2 on the first day of each benefit year in accordance with the Act.
3. The employer [☐ will ☐ will not] permit the employee to accrue or use in any benefit year, or carry forward from one benefit year to the next, more than forty hours of earned sick leave.
  - a. Unless the employee has accrued earned sick leave prior to October 29, 2018, the earned sick leave shall begin to accrue on October 29, 2018 for any employee who is hired and commences employment before October 29, 2018 and the employee shall be eligible to use the earned sick leave beginning on February 26, 2019 after the employee commences employment.



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- b. If the employee's employment commences after October 29, 2018, the earned sick leave shall begin to accrue upon the date that employment commences. The employee shall be eligible to use the earned sick leave

**Select one option below:**

☐ **Option 1** - beginning on the 120<sup>th</sup> calendar day after the employee commences employment.

**OR**

☐ **Option 2** - \_\_\_\_\_ days after employment commences, but no longer than 120 calendar days after employment commences.]

4. The employer shall be in compliance with N.J.S.A. 34:11D-2 if the employer offers paid time off to an employee, which is fully paid and shall include, but is not limited to personal days, vacation days, and sick days, and may be used for the purposes of N.J.S.A. 34:11D-3 in the manner provided by the Act, and is accrued at a rate equal to or greater than the rate described in N.J.S.A. 34:11D-2.
5. The employer shall pay the employee for earned sick leave at the same rate of pay with the same benefits as the employee normally earns, except that the pay rate shall not be less than the minimum wage required for the employee pursuant to N.J.S.A. 34:11-56a4.
6. Upon the mutual consent of the employee and employer, an employee may voluntarily choose to work additional hours or shifts during the same or following pay period, in lieu of hours or shifts missed, but shall not be required to work additional hours or shifts or use accrued earned sick leave. The employer may not require, as a condition of an employee using earned sick leave, that the employee search for or find a replacement worker to cover the hours during which the employee is using earned sick leave.



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7. If an employee is transferred to a separate division, entity, or location, but remains employed by the same employer, then the employee shall be entitled to all earned sick leave accrued at the prior division, entity, or location, and shall be entitled to use the accrued earned sick leave as provided in the Act.
8. If an employee is terminated, laid off, furloughed, or otherwise separated from employment with the employer, any unused accrued earned sick leave shall be reinstated upon the re-hiring or reinstatement of the employee to that employment, within six months of termination, being laid off or furloughed, or separation, and prior employment with the employer shall be counted towards meeting the eligibility requirements set forth in N.J.S.A. 34:11D-2.
9. The employer may choose the increments in which its employees may use earned sick leave, provided that the largest increment of earned sick leave an employee may be required to use for each shift for which earned sick leave is used shall be the number of hours the employee was scheduled to work during that shift.

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

1. The employer shall permit an employee to use the earned sick leave accrued pursuant to the Act for any of the following:
  - a. Time needed for diagnosis, care, or treatment of, or recovery from, an employee's mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee;
  - b. Time needed for the employee to aid or care for a family member of an employee during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member;
  - c. Absence necessary due to circumstances resulting from the employee, or a family member of an employee, being a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member: medical attention needed to recover from



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physical or psychological injury or disability caused by domestic or sexual violence; services from a designated domestic violence agency or other victim services organization; psychological or other counseling; relocation; or legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence;

d. Time during which the employee is not able to work because of:

- (1) ~~Aa~~ closure of the employee's workplace, or the school or place of care of a child of an employee, by order of a public official **or because of a state of emergency declared by the Governor of New Jersey, due to an epidemic or other public health emergency, or because of;**
- (2) ~~The declaration of a state of emergency by the Governor of New Jersey, or the~~ issuance by a health care provider **or the New Jersey Commissioner of Health** or other public health authority of a determination that the presence in the community of the employee, or a member of the employee's family in need of care by the employee, would jeopardize the health of others; ~~or~~
- (3) **A state of emergency declared by the Governor of New Jersey, or upon the recommendation, direction, or order of a healthcare provider or the New Jersey Commissioner of Health or other authorized public official, the employee undergoes isolation or quarantine, or cares for a family member in quarantine, as a result of suspected exposure to a communicable disease and a finding by the provider or authority that the presence in the community of the employee or family member would jeopardize the health of others; or**





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



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- d. If the leave is permitted under N.J.S.A. 34:11D-3.a.(3) and C.1.c. above because of domestic or sexual violence, any of the following shall be considered reasonable documentation of the domestic or sexual violence: medical documentation; a law enforcement agency record or report; a court order; documentation that the perpetrator of the domestic or sexual violence has been convicted of a domestic or sexual violence offense; certification from a certified Domestic Violence Specialist or a representative of a designated domestic violence agency or other victim services organization; or other documentation or certification provided by a social worker, counselor, member of the clergy, shelter worker, health care professional, attorney, or other professional who has assisted the employee or family member in dealing with the domestic or sexual violence.
  - e. If the leave is permitted under N.J.S.A. 34:11D-3.a.(4) and C.1.d. above, a copy of the order of the public official or the determination by the health authority shall be considered reasonable documentation.
  - f. If the leave is permitted under N.J.S.A. 34:11D-3.a.(5) and C.1.e. above, tangible proof of the reasons outlined in N.J.S.A. 34:11D-3.a.(5) and C.1.e. above shall be considered reasonable documentation.
3. Nothing in the Act shall be deemed to require the employer to provide earned sick leave for an employee's leave for purposes other than those identified in N.J.S.A. 34:11D-3, or prohibit the employer from taking disciplinary action against an employee who uses earned sick leave for purposes other than those identified in N.J.S.A. 34:11D-3.



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## Option – Must Select One Option Below

4. [Option 1 - \_\_\_\_ The employer will not pay an employee for unused earned sick leave at the end of the benefit year pursuant to N.J.S.A. 34:11D-3.c.]

[Option 2 - \_\_\_\_ The employer will provide an offer to an employee for payment of unused earned sick leave in the final month of the employer's benefit year. The employee shall choose, no later than ten calendar days from the date of the employer's offer, whether to accept a payment or decline a payment. If the employee does not accept the employer's offer within ten calendar days from the date of the employer's offer, the employee is deemed to have declined the employer's offer.

- a. If the employee agrees to receive a payment, the employee shall choose a payment for the full amount of unused earned sick leave or for fifty percent of the amount of unused earned sick leave. The payment amount shall be based on the same rate of pay that the employee earns at the time of the payment.
- b. If the employee declines a payment for unused earned sick leave, or agrees to a payment for fifty percent of the amount of unused sick leave, the employee shall be entitled to carry forward any unused or unpaid earned sick leave to the proceeding benefit year as provided pursuant to N.J.S.A. 34:11D-2.a. and B.1., B.2., and B.3. above.
- c. If the employee agrees to a payment for the full amount of unused earned sick leave, the employee shall not be entitled to carry forward any earned sick leave to the proceeding benefit year pursuant to N.J.S.A. 34:11D-2.a. and B.1, B.2., and B.3. above.]



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**[Option – Required Only if the Employer Provides an Employee with their Full Complement of Earned Sick Leave for a Benefit Year is Selected in Option B.2. Above.]**

5. If the employer provides an employee with the full complement of earned sick leave for a benefit year on the first day of each benefit year as indicated in B.2. above, then the employer shall

**Must Select Option 1 Below if Option C.4. – Option 1 Above is Selected.**

**Must Select Option 2 Below if Option C.4. – Option 2 Above is Selected.**

**Option 1 - \_\_\_\_** permit the employee to carry forward any unused sick leave to the next benefit year.

**Option 2 - \_\_\_\_** provide to the employee a payment for the full amount of unused earned sick leave in the final month of the employer's benefit year in accordance with C.4. above. The employer may pay the employee the full amount of unused earned sick leave in the final month of a benefit year pursuant to B.2. above and N.J.S.A. 34:11D-3 only if the employer forgoes, with respect to that employee, the accrual process for earned sick leave during the next benefit year.]

6. Unless the employer's policy or a collective bargaining agreement provides for the payment of accrued earned sick leave upon termination, resignation, retirement, or other separation from employment, an employee shall not be entitled under N.J.S.A. 34:11D-3 to payment of unused earned sick leave upon the separation from employment.
7. Any information the employer possesses regarding the health of an employee or any family member of the employee or domestic or sexual violence affecting an employee or employee's family member shall be treated as confidential and not disclosed except to the affected employee or with the written permission of the affected employee.



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**D. Retaliation, Discrimination Prohibited – N.J.S.A. 34:11D-4 and N.J.S.A. 34:11D-12**

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



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4. Any violator of the provisions of N.J.S.A. 34:11D-4 shall be subject to relevant penalties and remedies provided by the “New Jersey State Wage and Hour Law,” N.J.S.A. 34:11-56a et seq., including the penalties and remedies provided by N.J.S.A. 34:11-56a24, and relevant penalties and remedies provided by N.J.S.A. 2C:40A-2, for discharge or other discrimination.
5. **The employer shall not, during the Public Health Emergency and State of Emergency declared by the Governor of New Jersey in Executive Order 103 of 2020 concerning the coronavirus disease 2019 pandemic, terminate or otherwise penalize an employee if the employee requests or takes time off from work based on the written or electronically transmitted recommendation of a medical professional licensed in New Jersey that the employee take that time off for a specified period of time because the employee has, or is likely to have, an infectious disease, as defined in N.J.S.A. 26:13-2, which may infect others at the employee’s workplace.**
  - a. **The employer shall not, following that specified period of time as per D.5. above, refuse to reinstate the employee to employment in the position held when the leave commenced with no reduction in seniority, status, employment benefits, pay, or other terms and conditions of employment.**

## E. Violations; Remedies, Penalties, Other Measures – N.J.S.A. 34:11D-5

1. Any failure of the employer to make available or pay earned sick leave as required by the Act, or any other violation of the Act, shall be regarded as a failure to meet the wage payment requirements of the “New Jersey State Wage and Hour Law,” N.J.S.A. 34:11-56a et seq., or other violation of the New Jersey State Wage and Hour Law, as the case may be, and remedies, penalties, and other measures provided by the New Jersey State Wage and Hour Law, N.J.S.A. 34:11-58, and N.J.S.A. 2C:40A-2 for failure to pay wages or other violations of the New Jersey State Wage and Hour Law shall be applicable, including, but not limited to, penalties provided pursuant to N.J.S.A. 34:11-56a22 and 34:11-56a24, and



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civil actions by employees pursuant to N.J.S.A. 34:11-56a25, except that an award to an employee in a civil act shall include, in addition to the amount provided pursuant to N.J.S.A. 34:11-56a25, any actual damages suffered by the employee as the result of the violation plus an equal amount of liquidated damages.

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

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

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

1. The employer shall provide notification, in a form issued by the Commissioner, to employees of their rights under the Act, including the amount of earned sick leave to which they are entitled and the terms of its use and remedies provided by the Act to employees if the employer fails to provide the required benefits or retaliates against employees exercising their rights under the Act.



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- a. The employer shall conspicuously post the notification in a place or places accessible to all employees in each of the employer's workplaces.
- b. The employer shall also provide each employee with a written copy of the notification: not later than thirty days after the form of the notification is issued; at the time of the employee's hiring, if the employee is hired after the issuance; and at any time, when first requested by the employee.
- c. The Commissioner shall make the notifications available in English, Spanish, and any other language that the Commissioner determines is the first language of a significant number of workers in the State and the employer shall use the notification in English, Spanish, or any other language for which the Commissioner has provided notifications and which is the first language of a majority of the employer's workforce.

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

- 1. No provision of the Act, or any regulations promulgated to implement or enforce the Act, shall be construed as:
  - a. Requiring the employer to reduce, or justifying the employer in reducing, rights or benefits provided by the employer pursuant to the employer's policy or a collective bargaining agreement which are more favorable to employees than those required by the Act or which provide rights or benefits to employees not covered by the Act;
  - b. Preventing or prohibiting the employer from agreeing, through a collective bargaining agreement or employer policy, to provide rights or benefits which are more favorable to employees than those required by the Act or to provide rights or benefits to employees not covered by the Act;





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

Adopted:





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M

[See POLICY ALERT Nos. 208 and 222]

## 5330.01 ADMINISTRATION OF MEDICAL CANNABIS MARIJUANA

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

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

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



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

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

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

N.J.S.A. 18A:40-12.22

N.J.S.A. 24:6I-1 et seq.

N.J.A.C. 6A:16-2.4; 6A:32-7.4

Adopted:



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Administration of Medical **Cannabis Marijuana**

Jan 21

**M**

[See **POLICY ALERT** Nos. 208 and 222]

## R 5330.01 ADMINISTRATION OF MEDICAL CANNABIS MARIJUANA

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

### A. Definitions

For the purposes of this Policy and Regulation 5330.01:

1. ~~“Bona fide physician-patient relationship” means a relationship in which the physician has ongoing responsibility for the assessment, care, and treatment of a qualifying student patient’s debilitating medical condition.~~
2. ~~“Certification” means a statement signed by a physician with whom a qualifying student patient has a bona fide physician-patient relationship, which attests to the physician’s authorization for the patient to apply for registration for the medical use of marijuana.~~
13. **“Cannabis Marijuana”** has the meaning given to **marijuana** in Section 2 of the “New Jersey Controlled Dangerous Substances Act,” N.J.S.A. 24:21-2.
2. **“Commission”** means the **Cannabis Regulatory Commission** established pursuant to N.J.S.A. 24:6I-24.
3. **“Designated caregiver(s)”** means a resident of New Jersey who:
  - a. **Is at least eighteen years old;**



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



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- b. Is the health care practitioner responsible for the ongoing treatment of a qualifying student patient's qualifying medical condition, the symptoms of that condition, or the symptoms associated with the treatment of that condition, provided; however, that the ongoing treatment shall not be limited to the provision of authorization for a patient to use medical cannabis or consultations solely for that purpose; and
  - c. If the qualifying student patient is a minor, a pediatric specialist.
45. "Medical use of **cannabis marijuana**" means the acquisition, possession, transport, or use of **cannabis marijuana** or paraphernalia by a registered qualifying student patient as authorized by N.J.S.A. 24:6I-1 et seq. and N.J.S.A. 18A:40-12.22 et seq. ~~the New Jersey Compassionate Medical Marijuana Act (Act).~~
56. "Parent" means the custodial parent, ~~guardian,~~ or person who has legal custody of a qualifying student patient who may also be the **designated primary caregiver(s) registered with the Commission and provided a Registry Identification Card** by the New Jersey Department of Health to administer medical **cannabis marijuana** to a student in accordance with the provisions of N.J.S.A. 18A:40-12.22 and N.J.S.A 24:6I-4.
6. ~~"Physician" means a person licensed to practice medicine and surgery pursuant to Title 45 of the Revised Statutes with whom the qualifying student patient has a bona fide physician-patient relationship and who is the primary care physician, hospice physician, or physician responsible for the ongoing treatment of a qualifying student patient's debilitating medical condition; provided; however, that the ongoing treatment shall not be limited to the provision of authorization for a qualifying student patient to use medical marijuana or consultation solely for that purpose.~~
7. ~~"Primary caregiver" or "caregiver" means a resident of the State who:~~



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- a. ~~Is at least eighteen years old;~~
- b. ~~Has agreed to assist with a registered qualifying student patient's medical use of marijuana, is not currently serving as primary caregiver for another qualifying patient, and is not the qualifying student patient's physician;~~
- c. ~~Has never been convicted of possession or sale of a controlled dangerous substance, unless such conviction occurred after the effective date [Oct. 1, 2010] of the Act and was for a violation of Federal law related to possession or sale of marijuana that is authorized under the Act;~~
- d. ~~Has registered with the Department of Health pursuant to N.J.S.A. 24:6I-4 and has satisfied the criminal history record background check requirement of N.J.S.A. 24:6I-4; and~~
- e. ~~Has been designated as primary caregiver on the qualifying student patient's application or renewal for a Registry Identification Card or in other written notification to the Department of Health.~~

87. **"Qualifying student patient" for the purpose of Policy and Regulation 5330.01** means a resident of the State who is a student enrolled and attending school in this school district who has been **authorized for the medical use of cannabis by a health care practitioner** ~~provided with a certification by a physician pursuant to a bona fide physician patient relationship and has been issued a Registry Identification Card by the New Jersey Department of Health for medical use of marijuana~~ in accordance with the provisions of N.J.S.A. 18A:40-12.22 and N.J.S.A 24:6I-41 et seq.

8. **"Registration with the Commission"** means a person has met the qualification requirements for, and has been registered by the Commission as, a registered qualifying patient, designated caregiver(s), or institutional caregiver(s). The Commission shall establish appropriate means for health care practitioners,





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health care facilities, medical cannabis dispensaries, law enforcement, schools, facilities providing behavioral health services or services for persons with developmental disabilities, and other appropriate entities to verify an individual's status as a registrant with the Commission.

9. ~~"Qualifying patient" means a resident of the State who has been provided with a certification by a physician pursuant to a bona fide physician-patient relationship.~~
10. ~~"Registry Identification Card" means a document issued by the Department of Health that identifies a person as a registered qualifying student patient or primary caregiver.~~

B. Registration – Qualifying Student Patient and **Designated Primary Caregiver(s)**

1. A qualifying student patient must be authorized to engage in the medical use of **cannabis marijuana** and the **designated primary caregiver(s)** must be authorized to assist the qualifying student patient with the medical use of **cannabis marijuana** pursuant to the provisions of N.J.S.A. 24:6I-1 et seq.
2. A qualifying student patient and their **designated primary caregiver(s)** must complete the registration process in accordance with the provisions of N.J.S.A. 24:6I-4 and any other requirements of the **Commission New Jersey Department of Health**.
3. The qualifying student patient's parent shall be responsible to immediately inform the Principal of any change in the status of the student's **registration with the Commission Registry Identification Card** that would deem the **registration with the Commission Registry Identification Card** null and void due to any reason outlined in N.J.S.A. 24:6I-1 et seq.~~4e or for any other reason.~~



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4. The qualifying student patient's **designated primary caregiver(s)** shall be responsible to immediately inform the Principal of any change in the status of any **designated primary caregiver(s)**'s **current registration with the Commission Registry Identification Card** that would deem the **registration with the Commission Registry Identification Card** null and void due to any reason outlined in N.J.S.A. 24:6I-1 et seq. ~~4c or for any other reason.~~

C. Submission for Authorization for Administration of Medical **Cannabis Marijuana**

1. A parent of a qualifying student patient requesting the administration of medical **cannabis marijuana** to the student while on school grounds, aboard a school bus, or attending a school-sponsored event must submit a written request to the Principal with **proof of current registration with the Commission** ~~a copy of a current New Jersey Department of Health Registry Identification Cards~~ for the qualifying student patient and the **designated primary caregiver(s)** and a copy of the **health care provider's physician's** order or prescription indicating dosage information and the method of administration for the medical **cannabis marijuana** to the qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event.

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

- a. The parent's written request and all supporting documentation must be submitted to the Principal at least five school days before the first day of the requested administration.



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2. The Principal shall review the ~~submitted~~ **proof of current registration with the Commission Registry Identification Cards** and supporting documentation **submitted by the parent** with the school physician, the school nurse, and the Superintendent of Schools.
3. Upon review and approval of the documentation submitted by the parent, the Principal will inform the parent or **designated primary caregiver(s)**, if the parent is not the **designated primary caregiver(s)**, in writing with the following information:
  - a. The location (school, office, etc.) where the **designated primary caregiver(s)** shall report to administer the medical **cannabis marijuana**;
  - b. The school staff member(s) who the **designated primary caregiver(s)** must see to coordinate the administration of medical **cannabis marijuana**;
  - c. The time the **designated primary caregiver(s)** shall report to administer the medical **cannabis marijuana**;
  - d. The specific location where the medical **cannabis marijuana** shall be administered to the student; and
  - e. A copy of Policy and Regulation 5330.01 – Administration of Medical **Cannabis Marijuana**.
4. In the event the Principal, after consultation with the school nurse, school physician, and Superintendent, has a question or concern regarding the **current registration with the Commission Registry Identification Cards** or supporting documentation submitted by the parent, the Principal or school physician will contact the parent with the question or concern.
5. The administration of medical **cannabis marijuana** on school grounds, aboard a school bus, or at a school-sponsored event, pursuant to N.J.S.A. 18A:40-12.22, will only be authorized after the approval required by Policy and Regulation 5330.01.



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Administration of Medical **Cannabis Marijuana**

## D. Administration of Medical **Cannabis Marijuana**

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



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



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Administration of Medical **Cannabis** ~~Marijuana~~

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

Adopted:



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**Every Student Succeeds Act**  
~~No Child Left Behind Programs~~  
Jan 21  
M

[See POLICY ALERT Nos. 167, 168, 198 and 222]

## 2415 EVERY STUDENT SUCCEEDS ACT ~~NO CHILD LEFT BEHIND~~ PROGRAMS

The ~~No Child Left Behind Act (NCLB) of 2001~~ **Every Student Succeeds Act (ESSA)** is a reauthorization of the Elementary and Secondary Education Act (ESEA)/~~Improving America's Schools Act (IASA) 1994~~, of 1965 that provides providing Federal funds to help all New Jersey's school children achieve, at a minimum, proficiency in the State standards. ~~NCLB embodies four key principles or pillars of education reform: accountability, flexibility, choice, and methodology.~~ The purpose of the ESSA is to ensure all students have equitable access to high-quality educational resources and opportunities and to close educational achievement gaps. The Board of Education elects to augment the instructional program of students by projects supported by Federal funds allocated under the ESSA NCLB and the district will comply with the requirements of all the programs authorized by the ESSA NCLB.

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

### Application Procedure

The district will submit an annual ESSA ~~No Child Left Behind~~ Consolidated Formula Subgrant Application to the New Jersey Department of Education (NJDOE). The school district's application shall include all information required by the NJDOE and the ESSA NCLB for the district to be considered for funding under the ESSA NCLB.

### Covered Programs

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



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**Every Student Succeeds Act**  
No Child Left Behind Programs

The intent of NCLB is that all children will meet State academic achievement standards to reach their potential through improved programs. The NCLB Consolidated Formula Subgrant includes the following programs:

1. Title I, Part A provides the programs and resources for disadvantaged students to meet this intent. It requires the State and the district to close the achievement gap by placing a highly qualified teacher in every classroom, improving the qualifications of paraprofessionals who work with disadvantaged students, and using instructional practices that have proven to be effective.
2. Title I, Part D serves neglected and delinquent youth in institutions, community day programs, and correctional facilities to assure they also attain high academic levels of performance.
3. Title II, Part A provides the resources for improving teacher and Principal quality and increasing the number of highly qualified teachers and Principals in classrooms and schools, thereby raising student achievement in the academic subjects. It focuses on preparing, training, and recruiting high quality teachers and Principals and requires the State to develop plans with annual measurable objectives that will ensure all teachers teaching in core academic subjects are highly qualified by the end of the 2005-2006 school year.
4. Title II, Part D facilitates comprehensive and integrated educational technology strategies that target the specific needs of individual schools. It improves student academic achievement through the use of technology in elementary and secondary schools, while addressing the digital divide such that every student is technologically literate by the end of eighth grade. Effective integration of technology resources and systems with teacher training and curriculum development are encouraged in order to identify and showcase best practices in educational technology.
5. Title III, Part A focuses on the teaching of English to limited English proficient (LEP) children, including immigrant children and youth.





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**Every Student Succeeds Act**  
**No Child Left Behind Programs**

6. ~~Title IV, Part A provides resources for fostering a safe and drug-free learning environment that supports academic achievement.~~
7. ~~Title V, Part A provides a flexible source of funding to help districts in the development and implementation of various innovative reform initiatives.~~
8. ~~Title VI, Part B addresses the unique needs of rural school districts.~~
9. ~~Title IX covers the general provisions applicable to some/all of the programs.~~

~~Throughout NCLB, the use of solid research to improve teaching and learning as well as student behavior is required and promoted, and parent(s)/legal guardian(s) are provided with information and options to improve the educational opportunities provided for their children. The emphasis on scientifically based methodology encourages the use of teaching techniques and practices that are founded on research and proven to produce positive results.~~

## Title I

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

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

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



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**Every Student Succeeds Act**  
~~No Child Left Behind Programs~~

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

## Type of Title I Program

The school district will offer a \_\_\_\_\_ (School-wide or Target Assistance or Public School Choice) Title I program.

☐ School-wide Program

High-poverty schools (**a school with at least ~~those with~~ 40% poverty or any school below 40% poverty with a waiver issued by the New Jersey Department of Education) ~~more students from low income families~~**) are eligible to adopt school-wide programs to raise the achievement of low-achieving students by improving instruction throughout the entire school, thus using Title I funds to serve all children **in the school**. A school-wide program must be established in accordance with the Title I guidelines and regulations and the New Jersey Department of Education.

☐ Target Assistance Program

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

~~Academic Standards, Academic Assessments, and Accountability~~ **New Jersey Department of Education Accountability System**



# POLICY GUIDE

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**Every Student Succeeds Act**  
~~No Child Left Behind Programs~~

The district will comply with the **accountability system requirements established by** ~~of the New Jersey Department of Education and outlined in the New Jersey State Plan and approved by the United States Department of Education as outlined in Policy 2415.01 — Academic Standards, Academic Assessments, and Accountability in accordance with the NJDOE and NCLB.~~

## Fiscal Responsibility

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

## Staff

The district will comply with the **staff certification requirements of the ESSA and the NJDOE requirements as outlined in Policy 2415.03 — Highly Qualified Teachers in accordance with the NJDOE and NCLB.** In addition, the district will ensure all paraprofessionals meet the requirements as **established** ~~required by the ESSA NCLB~~ and as outlined in Policy 4125 – Employment of Support Staff Members.

## Parental Involvement

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

## Student Surveys, Analysis, and/or Evaluations

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

## Unsafe School Choice Option

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



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**Every Student Succeeds Act**  
~~No Child Left Behind Programs~~

## Property

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

## Capital Expenses

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

## Post-Award Requirements

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

## Supplement, Not Supplant

Grant funds provided under Federal programs, including **the ESEA of 1965 as amended by the ESSA** ~~No Child Left Behind funding~~, shall supplement, not supplant **the funds that would, in the absence of such other non-Federal funds, be made that are available to provide programs and services to eligible from State and local sources for the education of students; participating in unless otherwise provided in the grant** programs assisted under the ESEA of 1965 as amended by the ESSA.



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**Every Student Succeeds Act**  
~~No Child Left Behind Programs~~

## ~~State Waiver from Certain Provisions of No Child Left Behind (NCLB)~~

~~The State of New Jersey may receive a waiver(s) from certain provisions of NCLB from the United States Department of Education. A waiver(s) may affect the applicability of the school district's NCLB policies and/or regulations. In the event a waiver(s) affects the applicability of Board of Education NCLB policies and/or regulations, the waiver provisions shall supersede current Board policies and/or regulations and the school district shall comply with the requirements as outlined by the New Jersey Department of Education in accordance with the waiver(s) application and approval(s) from the United States Department of Education.~~

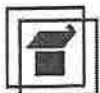
## Evaluation

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

## ~~No Child Left Behind Act of 2001~~

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

Adopted:





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[See POLICY ALERT Nos. 167 and 222]

## 2415.02 TITLE I – FISCAL RESPONSIBILITIES

The \_\_\_\_\_ Board of Education will comply with the requirements of the Elementary and Secondary Education Act (**ESEA**) of 1965 (20 U.S.C. 2701 et seq.) as amended by the **Every Student Succeeds Act (ESSA)** ~~No Child Left Behind Act of 2001.~~

### Maintenance of Effort

To be in compliance with the requirements of the ~~Elementary and Secondary Education Act of 1965 (20 U.S.C. 2701 et seq.) ESEA~~ as amended by the **ESSA** ~~No Child Left Behind Act of 2001, §1120A(a),~~ the \_\_\_\_\_ Board of Education will maintain **either** a combined fiscal effort per student; or aggregate expenditures; of State and local funds with respect to the provision of the free public education ~~by in~~ the Local Education Agency (LEA) for the preceding fiscal year that is not less than ninety percent of the combined fiscal effort per student; or the aggregate expenditures; for the second preceding fiscal year.

### Comparability with Multiple Schools

To be in compliance with the requirements of the ~~Elementary and Secondary Education Act of 1965 (20 U.S.C. 2701 et seq.) ESEA~~ as amended by the **ESSA** ~~No Child Left Behind Act of 2001, §1120A(e),~~ the \_\_\_\_\_ Board of Education directs the Superintendent to assign teachers, administrators, and auxiliary personnel to the schools in such a way that the equivalence of personnel is ensured among schools. **The school district will ensure that State and local funds are used to provide comparable services for Title I and non-Title I schools.**

### Comparability of Materials and Supplies

To be in compliance with the requirements of the ~~Elementary and Secondary Education Act of 1965 (20 U.S.C. 2701 et seq.) ESEA~~ as amended by the **ESSA** ~~No Child Left Behind Act of 2001, §1120A(e),~~ the \_\_\_\_\_ Board of Education directs the Superintendent to distribute curriculum materials and instructional supplies to the schools in such a way that the equivalence of such material is ensured among schools.



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## **Supplement, Not Supplant**

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

~~No Child Left Behind Act of 2001, §1120A~~

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

Adopted:





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[See POLICY ALERT Nos. 167 and 222]

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

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

### Consent

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

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



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

## “Opt a Student Out” Notice

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

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

## Inspection

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

1. Protected information surveys of students;
2. Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes; and
3. Instructional material used as part of the educational curriculum.



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

## PPRA Consent/Opt Out Violations

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

The Protection of Pupil Rights Amendment (PPRA)  
(20 U.S.C. §1232h; 34 CFR Part 98)

~~No Child Left Behind Act of 2001, Title X, Part F, §1061~~

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

Adopted:





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[See POLICY ALERT Nos. 178 and 222]

## 2415.20 EVERY STUDENT SUCCEEDS ACT NO CHILD LEFT BEHIND COMPLAINTS

Pursuant to ~~20 USC 7844, Sec 9304 (a)(3)(C), of the No Child Left Behind Act of 2001 (NCLB);~~ **The Every Student Succeeds Act (ESSA) reauthorized the Elementary and Secondary Education Act of 1965 (ESEA).** Aa Board of Education shall adopt a policy and written procedures **for resolving a written complaint presented by an individual or organization that alleges** ~~that offer parent(s) or legal guardian(s), public agencies, other individuals, or organizations a method for receipt and resolution of complaints alleging~~ violations in the administration of the **ESSA NCLB** programs as identified by the New Jersey Department of Education (NJDOE).

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

1. A school, school district, other agency authorized by the school district, or by the NJDOE violated the administration of education programs **authorized** ~~required~~ by the ~~Elementary and Secondary Education Act ESEA~~ as amended by **the ESSA NCLB**; and/or
2. The NJDOE violated the administration of education programs required by the ~~ESEA Elementary and Secondary Education Act~~ as amended by **the ESSA NCLB**.

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

1. **The school district did not engage in consultation that was meaningful and timely;**
2. **The school district did not give due consideration to the views of the nonpublic school officials; or**



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3. The school district did not make a decision that treats the nonpublic school or its students equitable and in accordance with ESEA Section 1117 or Section 8501.

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

A Complaint alleging a school in the district, school district, or other agency authorized by the school district, or the NJDOE violated the administration of a program must be submitted to the \_\_\_\_\_ (district administrator responsible for ESSA NCLB compliance). The \_\_\_\_\_ (district administrator responsible for ESSA NCLB compliance) shall be responsible to coordinate the investigation of the Complaint. The \_\_\_\_\_ (district administrator responsible for ESSA NCLB compliance) shall submit a written report regarding the outcome of the investigation to the complainant.

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

The Executive County Superintendent will coordinate the investigation of a Complaint. When the investigation is complete, the Executive County Superintendent will notify the complainant in writing regarding the outcome of the investigation. If it is determined a violation has occurred, the Executive County Superintendent will identify and impose the appropriate consequences or corrective action in accordance with statute and/or regulation to resolve the complaint. ~~Assistant Commissioner assigned to oversee the matter shall identify and impose appropriate consequences or corrective actions as required by regulation to resolve the Complaint.~~ If the complainant is not satisfied with the determination that is made by the Executive County Superintendent ~~does not agree with the NJDOE's decision,~~



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the complainant may submit a written request for review of that determination to the Assistant Commissioner ~~appeal to the United States Department of Education Secretary.~~

A Complaint alleging the NJDOE violated the administration of a program must be submitted to the **designated** New Jersey Department of Education **Assistant Commissioner** ~~Chief of Staff or the United States Department of Education Secretary.~~ The NJDOE requests the complainant first contact the New Jersey Department of Education Chief of Staff to resolve the issue. The appropriate NJDOE Office **assigned by the Assistant Commissioner** ~~of Strategic Initiatives and Accountability~~ will coordinate the investigation of a Complaint. When the investigation is complete, the **Assistant Commissioner** ~~Chief of Staff~~ will notify the complainant in writing regarding the outcome of the investigation. If it is determined a violation has occurred, the **Assistant Commissioner** ~~Chief of Staff~~ **shall will identify and impose the** ~~identify and impose~~ appropriate consequences or corrective actions as required by **statute and/or** regulation to resolve the Complaint.

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

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

New Jersey Department of Education ~~1/26/07 Memorandum~~ ~~No Child Left Behind~~ **Elementary and Secondary Education Act (ESEA)** Complaint Policy and Procedure

Adopted:







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[See **POLICY ALERT** Nos. 178 and 222]

## R 2415.20 **EVERY STUDENT SUCCEEDS ACT NO-CHILD LEFT BEHIND COMPLAINTS**

~~Pursuant to 20 USC 7844, Sec 9304 (a)(3)(C), of the No Child Left Behind Act of 2001 (NCLB),~~ **The Every Student Succeeds Act (ESSA) requires the** a Board of Education ~~to shall~~ adopt a policy and written procedures that offer parent(s) ~~or~~ legal guardian(s), public agencies, other individuals, or organizations a method for receipt and resolution of complaints alleging violations in the administration of the **ESSA NCLB** programs.

A. Complaint Procedure Alleging ~~aA~~ Violation ~~bBy aA~~ School, School District, ~~oOr~~ Other Agency Authorized ~~bBy t~~The School District ~~Or The~~ New Jersey Department Of Education (NJDOE)

1. A ~~C~~complaint is ~~an written~~ allegation **submitted in writing (mail or email) by an individual or organization** that a school, school district, ~~or~~ other agency authorized by the school district, ~~or the~~ NJDOE has violated the law in the administration of education programs required by the **ESSA NCLB** Act.
2. A ~~C~~complaint ~~shall~~ **must** identify **at a minimum the following:**
  - a. The alleged **ESSA NCLB** violation;
  - b. **A description of previous steps taken to resolve the matter;**
  - cb. The facts supporting the alleged violation **as understood by the complainant at the time of submission;** and
  - de. Any supporting documentation (e.g., letters, emails, logs, agenda, meeting minutes).
3. ~~A Complaint may be submitted in writing or electronically. If a Complaint is submitted electronically, a hard copy should also be sent to the NJDOE via regular mail at the address indicated below.~~



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34. A Complaint must shall be submitted to the \_\_\_\_\_ ~~(district administrator responsible for NCLB compliance)~~ Executive County Superintendent for the county where the school, school district, or other authorized agency is located. The Complaint shall be in writing and shall be mailed, hand delivered, or electronically submitted to the \_\_\_\_\_ ~~(district administrator responsible for NCLB compliance)~~.
5. The \_\_\_\_\_ ~~(district administrator responsible for NCLB compliance)~~ shall be responsible to coordinate the investigation of the allegations in the Complaint.
- a. The \_\_\_\_\_ ~~(district administrator responsible for NCLB compliance)~~ shall acknowledge receipt of the Complaint to the complainant within ten business days of receipt of the Complaint.
- b. The \_\_\_\_\_ ~~(district administrator responsible for NCLB compliance)~~ may meet with building and district administrative staff, teaching staff, support staff, students, and/or the complainant(s) to determine if a violation of the administration of a NCLB program has occurred.
- c. The \_\_\_\_\_ ~~(district administrator responsible for NCLB compliance)~~ may request additional information from the complainant regarding the Complaint.
- d. The \_\_\_\_\_ ~~(district administrator responsible for NCLB compliance)~~ shall submit a written report regarding the outcome of the investigation to the complainant.



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- e. ~~If the outcome of the investigation concludes a violation has occurred, the \_\_\_\_\_ (district administrator responsible for NCLB compliance) shall identify and impose the appropriate consequences or corrective action to resolve the Complaint.~~
- f. ~~The outcome of the investigation may conclude the Complaint alleges a violation in the administration of a program by the NJDOE and the complainant shall be informed of the NJDOE Complaint Policy and Procedures as outlined in B. below.~~
- 6. ~~If the complainant is not satisfied with the outcome of the investigation, the complainant may initiate a Complaint by submitting a written Complaint to the NJDOE to the attention of the Executive County Superintendent. A list of the County Offices of Education and Executive County Superintendents can be found at <http://www.state.nj.us/njded/regions/> or by calling (609) 292-4469.~~
- 47. When a written Complaint is received by the Executive County Superintendent, the **Executive County Superintendent** appropriate NJDOE personnel will issue a Letter of Acknowledgement to the complainant within ten business calendar days of receipt of the Complaint. This letter ~~will~~ shall contain the following information:
  - a. The date the Complaint was received;
  - b. A brief statement of the manner in which the **Executive County Superintendent** NJDOE will investigate the Complaint;
  - c. If necessary, a request for additional information regarding the Complaint;
  - d. A resolution date within forty-five calendar days from the date the written complaint was received by the Executive County Superintendent; and



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- ed. The name and **telephone** ~~phone~~ number of a contact person for status updates; and
  - e. ~~A tentative resolution date that is sixty days from the date the written Complaint was received by the County Office.~~
    - (1) ~~Based on the facts of the alleged violation, an extension of time may be required to resolve the Complaint. If an extension is required, the appropriate NJDOE personnel will issue a follow-up letter prior to the initial resolution date informing the complainant of the revised timeframe.~~
58. The **Executive** County Superintendent will coordinate the investigation of a ~~C~~complaint.
68. When the investigation is complete, the **Executive** County Superintendent will notify the complainant in writing regarding the outcome of the investigation.
- a9. If the **Executive** County Superintendent determines a violation has occurred, the **Executive** County Superintendent will ~~Assistant Commissioner assigned to oversee the matter shall~~ identify and impose the appropriate consequences or corrective actions as required in accordance with statute and/or regulation by ~~regulation~~ to resolve the ~~C~~complaint.
  - b10. If the complainant is **not satisfied with the determination that is made by the Executive County Superintendent** ~~does not agree with the NJDOE's decision~~, the complainant may submit a written request for review of that determination to the Assistant Commissioner, Division of Learning Supports and Specialized Services via email at [essa@doe.nj.gov](mailto:essa@doe.nj.gov) with subject line "ESEA Complaint Decision Review" or via hard copy at the following address ~~appeal to the United States Department of Education Secretary at:~~



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**Every Student Succeeds Act**

~~No Child Left Behind~~ Complaints

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

~~Office of Hearings & Appeals  
400 Maryland Avenue, SW  
Washington, DC 20202-4611  
(202) 619-9700~~

~~or at their website at:~~

~~<http://www.ed-oha.org/index.html>~~

**B. Complaint Procedure Alleging ~~a~~A Violation ~~b~~By ~~t~~The New Jersey Department ~~o~~f Education (NJDOE)**

1. ~~A~~ **C**omplaint is a written allegation the NJDOE has violated the law in the administration of education programs required by the ~~ESSA NCLB~~.
2. ~~A~~ **C**omplaint ~~shall~~ **must** identify at a minimum the following:
  - a. The alleged ~~ESSA NCLB~~ violation;
  - b. **A description of previous steps taken to resolve the matter;**
  - cb. The facts supporting the alleged violation **as understood by the complainant at the time of submission;** and
  - de. Any supporting documentation (e.g., letters, emails, logs, agenda, meeting minutes).



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3. To initiate a Complaint alleging the NJDOE has violated the administration of an ESEA NCLB program, a complainant must submit a written Complaint to the New Jersey Department of Education – **Assistant Commissioner, Division of Learning Supports and Specialized Services** via email at [essa@doe.nj.gov](mailto:essa@doe.nj.gov) with subject line “ESEA Complaint or via hard copy sent to the following address: ~~Chief of Staff or the United States Department of Education Secretary at the address indicated below. The NJDOE requests the complainant first contact the New Jersey Department of Education Chief of Staff to resolve the issue.~~

New Jersey Department of Education  
~~Office of the Chief of Staff~~  
**Assistant Commissioner**  
**Division of Learning Supports and Specialized Services**  
P.O. Box 500  
Trenton, New Jersey 08625-0500  
(609) 292-4442

~~U.S. Department of Education  
Office of Hearings & Appeals  
400 Maryland Avenue, SW  
Washington, DC 20202-4611  
(202) 619-9700  
<http://www.ed-oha.org/index.html>~~

4. When a written Complaint is received by the NJDOE, ~~the an~~ **Assistant Commissioner** ~~Chief of Staff~~ will assign the investigation of this Complaint to the **appropriate** ~~Office of Strategic Initiatives and Accountability or other designated office.~~ ~~This Office~~ **The NJDOE** will issue a Letter of Acknowledgement to the complainant within ten **calendar** ~~business~~ days of receipt of the Complaint. This letter shall contain the following information:
- The date the Complaint was received;
  - A brief statement of the manner in which the ~~Department of Education~~ **NJDOE** will investigate the Complaint;



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- c. If necessary, request for additional information regarding the Complaint;
  - d. **A resolution date within forty-five calendar days from the date the complaint was received; and**
  - ed. The name and telephone number of a contact person for status updates; and
  - e. ~~A tentative resolution date that is sixty days from the date that the written Complaint was received.~~
    - (1) ~~Based on the facts of the alleged violation, an extension of time may be required to resolve the Complaint. If an extension is required, the appropriate NJDOE personnel will issue a follow-up letter prior to the initial resolution date informing the complainant of the revised timeframe.~~
5. The NJDOE Office **assigned by the Assistant Commissioner of Strategic Initiatives and Accountability will coordinate the investigation of** ~~to investigate~~ a Complaint concerning an alleged violation by the NJDOE **will coordinate the investigation of the complaint.** When the investigation is complete, the **Assistant Commissioner** ~~Chief of Staff~~ will notify the complainant in writing regarding the outcome of the investigation.
- a6. If the NJDOE Office **assigned by the Assistant Commissioner of Education determines it is determined** a violation by the NJDOE has occurred **after conducting an investigation, the Assistant Commissioner will identify and impose appropriate consequences or corrective action in accordance with the statute and/or regulation,** ~~the Chief of Staff shall identify and impose appropriate consequences or corrective actions as required by regulation~~ to resolve the Complaint.



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- b7. If ~~the a~~ complainant is not satisfied with the NJDOE's decision, the complainant may request a review of the NJDOE's decision to the Secretary of the United States Department of Education (USDOE). The complainant may send the request, reasons supporting the request, and a copy of NJDOE's resolution to the following address: ~~does not agree with the NJDOE's decision, the complainant may appeal to the United States Department of Education Secretary at the address above.~~

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

New Jersey Department of Education – **Every Student Succeeds Act (ESSA)** in  
New Jersey ~~1/26/07 Memorandum – No Child Left Behind ESEA~~ Complaint  
Policy and Procedures

Adopted:





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## SUPPORT STAFF MEMBERS

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Employment of Support Staff Members

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[See POLICY ALERT Nos. 156, 166, 172, 202, and 222]

### 4125 EMPLOYMENT OF SUPPORT STAFF MEMBERS

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

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

The Board ~~may will~~ employ substitutes **and/or contract for substitutes** for absent support staff members in order to ensure continuity in a program. **The Board and** will annually approve a list of substitutes and rate of pay **and/or the Board will approve a contract for a contracted service provider to provide substitute support staff members.** ~~The Superintendent or designee shall select substitutes from the list approved by the Board to serve in the place of an absent support staff member.~~

~~The Board may use a private contractor to secure a substitute support staff member.~~

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



# POLICY GUIDE

## SUPPORT STAFF MEMBERS

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### Employment of Support Staff Members

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

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

In accordance with the requirements of ~~No Child Left Behind Act of 2001~~, **the Every Student Succeeds Act (ESSA)**, paraprofessionals hired after January 8, 2002, who work in a program supported with Title I, Part A funds, with certain exceptions, must meet one of the following criteria:

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

Paraprofessional staff working in a Title I school, and whose salary is paid for in whole or in part with Title I funds, must ~~meet have met~~ one of the criteria listed above ~~by the end of the 2005-2006 school year~~. The Superintendent or designee will ensure paraprofessionals working in a program supported with Title I funds meet the above stated requirements.

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

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



# POLICY GUIDE

## SUPPORT STAFF MEMBERS

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### Employment of Support Staff Members

The Board or contracted service provider may employ an applicant on an emergent basis for a period not to exceed three months, pending completion of a criminal history record check if the Board or contracted service provider demonstrates to the Commissioner of Education that special circumstances exist which justify the emergent employment as prescribed in N.J.S.A. 18A:6-7.1c. In the event the criminal history record check is not completed for an emergent hired employee within three months, the Board or contracted service provider may petition the Commissioner for an extension of time, not to exceed two months, in order to retain the employee.

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

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

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

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

N.J.S.A. 18A:54-20 [vocational districts]

Adopted:





# POLICY GUIDE

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[See **POLICY ALERT** Nos. 175, 182, 188, 189, 191 and 222]

## 6360 POLITICAL CONTRIBUTIONS

### Political Contribution Disclosure Requirements

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

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

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

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

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



# POLICY GUIDE

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Political Contributions

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

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

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

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

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

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

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



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Political Contributions

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

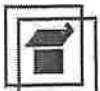
If the original contract provided for the possibility of an extension(s), Chapter 271 compliance is not required if the extension/continuation is based on that original contract.

N.J.S.A. 19:44A-1 et seq.

N.J.A.C. 6A:23A-6.3

New Jersey Department of Community Affairs Local Finance Notices - 6/4/07 & 1/15/10

Adopted:







# POLICY GUIDE

OPERATIONS  
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Student Records  
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[See POLICY ALERT Nos. 163, 171, 175, 210, and 222]

## 8330 STUDENT RECORDS

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

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

### General Considerations

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

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



# POLICY GUIDE

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Student Records

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

## Student Information Directory

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

In the event the school district publishes a student information directory, the Superintendent or designee will provide a parent or adult student a ten-day period to submit to the Superintendent a written statement prohibiting the school district from including any or all types of information about the student in any student information directory before allowing access to such directory to educational, occupational, and military recruiters pursuant to N.J.S.A. 18A:36-19.1 and ~~P.L. 107-110 sec. 9528~~, **20 U.S.C. §8528 - Armed Forces Recruiter Access to Students and Student Recruiting Information of the Elementary and Secondary Education Act (ESEA) of 1965 No Child Left Behind Act of 2001**. **In accordance with N.J.S.A. 18A:36-19.1, military recruiters will be provided the same access to a student information directory that is provided to educational and occupational recruiters.**

## School Contact Directory for Official Use

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



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Student Records

## Mandated and Permitted Student Records

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

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

## Maintenance and Security of Student Records

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

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

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

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



# POLICY GUIDE

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Student Records

## Access to Student Records

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

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

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

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

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

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

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



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Student Records

## Conditions for Access to Student Records

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

## Rights of Appeal for Parents and Adult Students

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

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

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

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

## Retention and Disposal of Student Records

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



# POLICY GUIDE

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Student Records

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

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

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

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

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

Adopted:



# POLICY GUIDE

COMMUNITY

9713/page 1 of 2

Recruitment by Special Interest Groups

Jan 21

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[See POLICY ALERT Nos. 163 and 222]

## 9713 RECRUITMENT BY SPECIAL INTEREST GROUPS

~~Choose only one of the following alternatives:~~

### **Option 1**

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

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

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

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



# POLICY GUIDE

COMMUNITY

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Recruitment by Special Interest Groups

## Option-2

~~[The Board of Education will permit access to school students on school premises and access to certain information about individual students for educational, occupational, and military recruitment activities. Access for recruitment purposes will be equally available to all recruitment agencies, in accordance with law.]~~

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

~~Each representative of a bona fide educational institution, occupational agency, and the United States Armed Forces will be given, on request, a copy of the student information directory, compiled in accordance with Policy No. 8330.]~~

~~Parent(s) or legal guardian(s) and adult students will be informed annually in writing of their right to request a student's excusal from participation in all recruitment activities and/or from a listing in the student information directory distributed for recruitment purposes.~~

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

N.J.S.A. 18A:36-19.1

Elementary and Secondary Education Act of 1965 – §8528

No Child Left Behind §9528

Cross reference: Policy Guide No. 8330

Adopted:





# POLICY GUIDE

TEACHING STAFF MEMBERS

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Family Leave

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[See POLICY ALERT Nos. 111, 123, 137, 162, 170, 207, and 222]

## 3431.1 FAMILY LEAVE

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#### 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





# POLICY GUIDE

SUPPORT STAFF MEMBERS

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Family Leave

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[See POLICY ALERT Nos. 111, 123, 137, 162, 170, 207, and 222]

## 4431.1 FAMILY LEAVE

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#### A. — Introduction

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  - 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





# POLICY GUIDE

TEACHING STAFF MEMBERS

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New Jersey's Family Leave Insurance Program

Jan 21

[See POLICY ALERT Nos. 187 and 222]

## 3431.3 NEW JERSEY'S FAMILY LEAVE INSURANCE PROGRAM

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

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

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

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





# POLICY GUIDE

SUPPORT STAFF MEMBERS

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New Jersey's Family Leave Insurance Program

Jan 21

~~{See POLICY ALERT Nos. 187 and 222}~~

## 4431.3 NEW JERSEY'S FAMILY LEAVE INSURANCE PROGRAM

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







# POLICY GUIDE

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[See POLICY ALERT Nos. 168 and 222]

## 7430 SCHOOL SAFETY

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

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

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

### Optional

[The Superintendent is directed to appoint a district safety officer, who may form an advisory committee consisting of district personnel and appropriate community representatives.]

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

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

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

N.J.A.C. 6:43-2.2; 6:53-1.1 et seq. [vocational districts]

Cross reference: Policy Guide Nos. 2421, 3280

Adopted:





# REGULATION GUIDE

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~~{See POLICY ALERT No. 222}~~

## R 7430 SCHOOL SAFETY

### Guidelines for Dealing with Accident/Injury

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

### Emergency Medical Procedures for Sports/Athletics

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

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

Adopted:





# POLICY GUIDE

PROGRAM

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Academic Standards, Academic Assessments,  
and Accountability

Jan 21

M

[See POLICY ALERT Nos. 167, 191, and 222]

## 2415.01 ACADEMIC STANDARDS, ACADEMIC ASSESSMENTS, AND ACCOUNTABILITY

The No Child Left Behind Act of 2001 (NCLB), a reauthorization of the Elementary and Secondary Education Act (ESEA), requires New Jersey to implement a single accountability system to include challenging academic content and academic achievement standards. The accountability requirements under NCLB were built on the foundation of the former Improving America's Schools Act (IASA).

To meet the Federal requirements, New Jersey has adopted the New Jersey Single Accountability System. State assessments in language arts literacy and mathematics are based on the New Jersey Core Curriculum Content Standards. All students enrolled in New Jersey public schools, plus all student subgroups, must meet the proficiency benchmarks to ensure the goal of 100% proficiency. Students must score either "proficient" or "advanced proficient" on the assessments to be counted toward meeting the benchmarks.

Schools are evaluated using adequate yearly progress (AYP) indicators. Student achievement is determined by grade span (Elementary School—grades three through five, Middle School—grades six through eight, and High School—grades nine through twelve) and in each content area. There are indicators that must be met (including participation and proficiency rates) plus a secondary indicator. A safe harbor calculation is applied to measure significant progress if the benchmark is missed. When a school does not meet AYP for two consecutive years in the same content area, it is designated as a "school in need of improvement."

AYP shall be calculated for all New Jersey schools under the provisions of NCLB. Schools that do not meet AYP as defined under NCLB are placed into one of the following categories. Title I schools in need of improvement must implement the sanctions for each category.

**Year 1—Early Warning:** A school that does not make AYP for one year is placed into "early warning" status.





# POLICY GUIDE

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Highly Qualified Teachers  
Jan 21  
M

[See POLICY ALERT Nos. 167, 187, and 222]

## 2415.03 HIGHLY QUALIFIED TEACHERS

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

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

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

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

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

No Child Left Behind Act of 2001, §1119

Adopted:







## REMOTE PUBLIC BOARD MEETINGS DURING A DECLARED EMERGENCY

### A. Purpose – N.J.A.C. 5:39-1.1

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

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

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

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

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

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

"Declared emergency" means a public health emergency, pursuant to the Emergency Health Powers Act, P.L. 2005, c. 222 (N.J.S.A. 26:13-1 et seq.), or a state of emergency,

Remote Public Board Meetings During A Declared Emergency pursuant to P.L. 1942, c. 251 (N.J.S.A. App.A.9-33 et seq.), or both, or a state of local disaster emergency that has been declared by the Governor and is in effect.

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

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

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

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

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

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

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

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

1. In addition to any circumstances under which public meetings held by means of communication equipment may be authorized pursuant to the Open Public Meetings Act, N.J.S.A. 10:4-1 et seq., the Board may hold a remote public meeting to conduct public business during a declared emergency if the emergency reasonably prevents the Board from safely conducting public business at a physical location with members of the public present.

Remote Public Board Meetings During A Declared Emergency

2. If, during a declared emergency, the Board holds a physical meeting in a location where, pursuant to State and/or Federal guidelines meant to mitigate the risk of a contagious infection, the declared emergency necessitates capacity restrictions reducing the number of individuals that can be present in the meeting room to an amount below that reasonably expected for the public meeting by the Board, the Board must either hold the public meeting at another location with adequate capacity for the reasonably expected attendance by the public or hold the public meeting as both an in-person meeting and a remote public meeting.

- a. As set forth at N.J.A.C. 5:39-1.4(c), no in-person meeting shall proceed if the room capacity does not permit any member of the public to attend.

3. Nothing in N.J.A.C. 5:39-1.3 shall be interpreted to prevent the Board from broadcasting the audio and/or video of, or taking remote public comment during, a public meeting that the public can physically attend without being subject to public health-related capacity restrictions.

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

1. If a declared emergency requires the Board to hold a remote public meeting to conduct public business, the Board shall use an electronic communications technology that is routinely used in academic, business, and professional settings, and can be accessed by the public at no cost.

- a. Participant capacity on the selected platform should be consistent with the reasonable expectation of the public body for public meetings of the type being held and shall not be limited to fewer than fifty public participants (beyond those persons required to conduct business at the meeting).

2. Remote public meetings may be held by means including, but not limited to, audio-only teleconferencing, electronic communications platforms with video and audio, and Internet-accessible technology, such as live-streaming.

- a. If an electronic communications platform or Internet-accessible technology is being utilized for a remote public meeting, a telephonic conference line shall also be provided to allow members of the public to dial-in by telephone to listen and provide public comment as otherwise required by law.

- b. The Board [  shall     shall not  ] require members of the public to state, prior to providing public comment, whether they wish to speak and to identify themselves prior to speaking.

3. The Board shall provide the public with similar access to a remote public meeting as members of the Board, staff of the Board, and any individuals seeking one or more approvals from the Board.

Remote Public Board Meetings During A Declared Emergency

- a. If a remote public meeting is held by audio and video, the public shall also have the opportunity to participate in the meeting in both audio and video capacities.
  - b. The Board meeting held in-person shall not prohibit members of the public from attending in-person.
4. Any remote public meeting where sworn testimony is being taken shall be broadcast by video, as well as by audio.
- a. All individuals giving sworn testimony at a remote public meeting shall appear by video in addition to audio.
5. Any presentations or documents that would otherwise be viewed or made available to members of the public physically attending the Board meeting shall be made visible on a video broadcast of the remote public meeting or made available on the Internet website or webpage of the entity governed by the Board, or the Internet website or webpage of the entity responsible for appointing the members of the Board.
- a. If a document would be made available to individual members of the public in hard copy while physically attending the meeting, the document shall be made available in advance of the meeting for download through an internet link appearing either on the meeting notice, or near the posting of the meeting notice, both on the website and at the building where the meeting would otherwise be held.
  - b. If the Board does not have its own website, such documents shall be available upon request ahead of the meeting and provided through an official social media account if one exists.
6. The Board holding a remote public meeting shall allow members of the public to make public comment by audio, or by audio and video, if the remote public meeting is held over both audio and video, during the meeting.
- a. In advance of the remote public meeting, the Board shall allow public comments to be submitted to the \_\_\_\_\_ (**official responsible for creating the meeting agenda**) by electronic mail and in written letter form by a reasonable deadline.
  - b. The Board shall [☐ **accept** ☐ **not accept**] text-based public comment received during a remote public meeting held through an electronic communications platform or Internet-accessible technology. Public comments submitted before the remote public meeting through electronic mail or by written letter shall be read aloud and addressed during the remote public meeting in a manner audible to all meeting participants and the public.

Remote Public Board Meetings During A Declared Emergency

- c. The Board shall impose a reasonable time limit, where permitted by law, of [three four five] minutes on individual public comments and the same limits shall be placed on the reading of written comments. Each comment shall be read from the beginning, until the time limit is reached. The Board may pass over duplicate written comments; however, each duplicate comment shall be noted for the record with the content summarized. If the Board elects to summarize duplicative comments, the Board must not summarize certain duplicative comments while reading other duplicative comments individually.
7. The electronic communications technology used for a remote public meeting must have a function that allows the Board to mute the audio of all members of the public, as well as allow members of the public to mute themselves.
- a. Any electronic communications platform or Internet-accessible technology used for a remote public meeting shall also allow the Board to regulate participation by individual members of the public.
  - b. A telephonic audio conference call line must have a queueing or similar function for regulating public comment.
8. Subject to D.5. and D.6. above, the Board shall adopt, by resolution, standard procedures and requirements for public comment made during a remote public meeting, as well as for public comments submitted in writing ahead of the remote public meeting.
- a. Such procedures and requirements shall include standards of conduct to be followed by members of the public when making comment.
  - b. The procedures and requirements for making public comment, along with an explanation of the audio muting function of the electronic communications platform being used, shall be announced at the beginning of the remote public meeting.
  - c. Regulation of conduct by members of the public on a remote public meeting shall be consistent with law and practices followed if a member of the public disrupts an in-person meeting. The following procedures shall be incorporated:
    - (1) The Board shall facilitate a dialogue with the commenter to the extent permitted by the electronic communications technology;
    - (2) If a member of the public becomes disruptive during a remote public meeting, including during any period for public comment, the member of the Board charged with running the remote public meeting shall mute or continue muting, or direct appropriate staff to mute or continue muting, the disruptive member of the public

Remote Public Board Meetings During A Declared Emergency and warn that continued disruption may result in being prevented from speaking during the remote public meeting or removed from the remote public meeting.

- (a) Disruptive conduct includes sustained inappropriate behaviors, such as, but not necessarily limited to, shouting, interruption, and use of profanity.
    - (3) A member of the public who continues to act in a disruptive manner after receiving an initial warning may be muted while other members of the public are allowed to proceed with their questions or comments.
      - (a) If time permits, the disruptive individual shall be allowed to speak after all other members of the public have been given the opportunity to make their comment. Should the person remain disruptive, the individual may be muted or kept on mute for the remainder of the remote public meeting, or removed from the remote public meeting.
  - 9. Electronic communications platforms and Internet-accessible technologies used for remote public meetings shall be hosted on FedRAMP Moderate Impact Level Authorized dedicated servers or in a FedRAMP Moderate Impact Level Authorized Cloud, unless the host of the dedicated servers or cloud provides annual evidence of satisfactory cybersecurity internal controls through a SOC2 audit report.
    - a. When using cloud services, the technology vendor shall check provider credentials and contracts to ensure FedRAMP Moderate Impact compliance unless annual evidence of satisfactory internal controls is provided through a SOC2 audit report.
- E. Notice of Remote Public Meetings; Statement in Minutes – N.J.A.C. 5:39-1.5
- 1. Adequate notice of a remote public meeting must include, in addition to the content required pursuant to N.J.S.A. 10:4-8, clear and concise instructions for accessing the remote public meeting, the means for making public comment, and where relevant documents, if any, will be made available.
  - 2. In addition to adequate notice, the Board shall also provide electronic notice of a remote public meeting, except as may be permitted pursuant to N.J.S.A. 10:4-9.3 and E.3. below.
    - a. The electronic notice shall contain the content required pursuant to N.J.S.A. 10:4-8 and 10:4-9.1 and E.1. above, and shall be posted on the Internet website or webpage of Board and/or school district, or the entity responsible for appointing the members of the Board.

Remote Public Board Meetings During A Declared Emergency

- (1) If the Board does not have a website, electronic notice shall be provided on an official social media platform of the Board; however, electronic notice is not required if the Board does not have an internet presence.
  - (2) Unless otherwise prohibited by the declared emergency, the content of the electronic notice shall also be posted on the main access door of the building where the public would routinely attend public meetings of the Board in-person. The notice must be viewable from the outside.
3. If during a declared emergency the Board elects to issue electronic notice of a remote public meeting in lieu of, rather than in addition to, adequate public notice, as permitted pursuant to N.J.S.A. 10:4-9.3, the Board shall limit public business discussed or effectuated at the meeting to matters:
  - a. Necessary for the continuing operation of government and which relate to the emergency declaration connected with the declared emergency; or
  - b. Requiring decision during the remote public meeting due to imminent time constraints.
4. Nothing in N.J.A.C. 5:39-1.5 prohibits the Board from holding a remote public meeting, notwithstanding the failure to provide adequate notice and electronic notice where permitted pursuant to N.J.S.A. 10:4-9.
5. If the Board expects to conduct remote public meetings for a series of regularly scheduled meetings advertised in its annual notice, the annual notice shall be revised at least seven days prior to the next regularly scheduled meeting, indicating which meeting(s) will be held as a remote public meeting and shall contain clear and concise instructions for accessing those remote public meetings, the means for making public comment, and where relevant documents, if any, will be made available.
  - a. In addition to the means of notice transmission required pursuant to N.J.S.A. 10:4-18, the revised annual notice shall be posted on the Internet website or webpage of the Board and/or school district, or the entity responsible for appointing the members of the Board.
  - b. If the Board does not have its own website, the revised notice shall be provided on an official social media platform unless the Board does not have an Internet presence.
  - c. Unless otherwise prohibited by the declared emergency, the content of the electronic notice shall also be posted on the door of the main public entrance to the building where the public would routinely attend public meetings held by the Board.

## Remote Public Board Meetings During A Declared Emergency

- (1) Notice must also be posted on the door for any designated and clearly delineated handicap accessible entrance. These notices must be viewable from the outside.
6. If a previously scheduled Board meeting was to allow public attendance without a public health-related restriction as to capacity, but the Board intends to hold the same meeting as a remote public meeting due to a declared emergency and the change is not reflected in a revised annual notice issued pursuant to E.5. above, the Board shall issue adequate and electronic notice for said meeting pursuant to E.1. and E.2. above as if the meeting were not included in the annual notice.
7. At the commencement of every remote public meeting of the Board, the person presiding shall announce publicly, and shall cause to be entered in the minutes of the meeting, an accurate statement to the effect that:
  - a. Both adequate and electronic notice of the meeting has been provided, specifying the time, place, and manner in which such notice was provided;
  - b. Only electronic notice of the meeting has been provided, specifying the time, place, and manner in which such notice was provided, and that discussion and effectuation of public business shall be limited to only those matters:
    - (1) Necessary for the continuing operation of government and that relate to the applicable emergency declaration; or
    - (2) Requiring decision during the remote public meeting due to imminent time constraints; or
  - c. That adequate notice and electronic notice was not provided, in which case such announcement shall state:
    - (1) The reason(s) why the matter(s) discussed are of such urgency and importance, as contemplated pursuant to N.J.S.A. 10:4-9(b)(1), and the nature of the substantial harm to the public interest likely to result from a delay in the holding of the meeting;
    - (2) That the remote public meeting will be limited to discussion of, and acting with respect to, such matters of urgency and importance;
    - (3) The time, place, and manner in which notice of the meeting was provided; and
    - (4) Either that the need for such meeting could not reasonably have been foreseen at a time when adequate notice and/or electronic notice could have been provided, in which event, such



Remote Public Board Meetings During A Declared Emergency announcement shall specify the reason why such need could not reasonably have been foreseen; or that such need could reasonably have been foreseen at a time when adequate notice and/or electronic notice could have been provided, but such notice was not provided, in which event the announcement shall specify the reason why adequate notice and/or electronic notice was not provided.

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

F. Executive or Closed Session During Remote Public Meetings

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

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

Date Adopted:  
First Reading: 2-24-21

### FAMILY LEAVE

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

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

#### A. New Jersey Family Leave Act

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

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

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

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

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

“Family member” means a child, parent, parent-in-law, sibling, grandparent, grandchild, spouse, domestic partner, or one partner in a civil union couple, or any other individual related by blood to a staff member, and any other individual that a staff member shows to have a close association with a staff member which is the equivalent of a family relationship.

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

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

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

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

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

- a. A period of incapacity (that is, inability to work, attend school, or perform regular daily activities due to a serious health condition, treatment therefore, and recovery therefrom) of more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
  - (1) Treatment two or more times by a health care provider; or
  - (2) Treatment by a health care provider on one occasion which results in a regimen of continuing treatment under the supervision of a health care provider;
- b. Any period of incapacity due to pregnancy, or for prenatal care;
- c. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition;
- d. A period of incapacity, which is permanent or long-term, due to a condition for which treatment may not be effective (such as Alzheimer's disease, a severe stroke, or the terminal stages of a disease) where the individual is under continuing supervision of, but need not be receiving active treatment by, a health care provider; or
- e. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of

health care services under orders of, or on referral by a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

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

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

2. Reasons for NJFLA Leave

- a. A staff member may take NJFLA leave to provide care made necessary by reason of:
  - (1) The birth of a child of the staff member, including a child born pursuant to a valid written agreement between the staff member and the gestational carrier;
  - (2) The placement of a child into foster care with the staff member or in connection with adoption of such child by a staff member;
  - (3) The serious health condition of a family member of the staff member; or
  - (4) A state of emergency declared by the Governor of New Jersey, or when indicated to be needed by the Commissioner of Health – New Jersey Department of Health or other public health authority, an epidemic or communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of a communicable disease which:
    - (a) Requires in-home care or treatment of a child due to the closure of the school or place of care of the child of a staff member, by order of a public official due to the epidemic or other public health emergency;
    - (b) Prompts the issuance by a public health authority of a determination, including by mandatory quarantine, requiring or imposing responsive or prophylactic measures as a result of illness caused by an epidemic of a communicable disease or known or suspected exposure to

the communicable disease because the presence in the community of a family member in need of care by a staff member would jeopardize the health of others; or

- (c) Results in the recommendation of a health care provider or public health authority, that a family member in need of care by a staff member voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community of that family member in need of care by a staff member, would jeopardize the health of others.

3. Staff Member Eligibility

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

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

4. Types of NJFLA Leave

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

with the staff member or in connection with adoption of such child by the staff member.

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

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

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



notice of the care, medical treatment, or continuing supervision by a health care provider necessary due to a serious health condition of a family member, in a manner which is reasonable and practicable; and

- (d) A staff member must provide the Board with a copy of the certification outlined in A.5.c. below.
- d. NJFLA leave taken because of the birth or placement for adoption of a child of the staff member may commence at any time within a year after the date of the foster care placement, birth, or placement for adoption.
- e. A staff member shall not, during any period of NJFLA leave, perform services on a full-time basis for any person for whom a staff member did not provide those services immediately prior to commencement of the NJFLA leave.
  - (1) A staff member on NJFLA leave may not engage in other full-time employment during the term of the NJFLA leave, unless such employment commenced prior to the NJFLA leave and is not otherwise prohibited by law.
  - (2) During the term of NJFLA leave a staff member may commence part-time employment which shall not exceed half the regularly scheduled hours worked for the Board from whom a staff member requested NJFLA leave. A staff member may continue part-time employment which commenced prior to a staff member's NJFLA leave, at the same number of hours that a staff member was regularly scheduled prior to such NJFLA leave.
  - (3) The Board may not maintain a policy or practice which prohibits part-time employment during the course of a NJFLA leave.

5. Certification

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

- (3) The form of certification established by the Board shall contain a statement warning a staff member of the consequences of refusing to sign the certification or falsely certifying. Any staff member who refuses to sign the certification established by the Board may be denied the requested NJFLA leave.
  - (4) The Board requires that any period of NJFLA leave be supported by certification issued by a health care provider.
- b. Where the certification, issued by the health care provider, is for the birth of a child of a staff member, including a child born pursuant to a valid written agreement between the staff member and a gestational carrier or the placement of a child into foster care with the staff member or in connection with adoption of such child by the staff member, the certification need only state the date of birth or date of placement, whichever is appropriate.
- c. Any period of NJFLA leave for the serious health condition of a family member of a staff member shall be supported by certification provided by a health care provider. The certification shall be sufficient if it states:
- (1) The date, if known, on which the serious health condition commenced;
  - (2) The probable duration of the condition;
  - (3) The medical facts within the knowledge of the provider of the certification regarding the condition;
  - (4) The serious health condition warrants the participation of the staff member in providing health care to the family member, as provided in the "Family Leave Act," P.L. 1989, c.261 (C.34:11B-1 et seq.) and regulations adopted pursuant to the NJFLA;
  - (5) An estimate of the amount of time the staff member is needed for participation in the care of the family member;
  - (6) If the NJFLA leave is intermittent, a statement of the medical necessity for the intermittent NJFLA leave and the expected duration of the intermittent NJFLA leave; and
  - (7) If NJFLA leave is intermittent and for planned medical treatment, the dates of the treatment.
- d. In any case in which the Board has reason to doubt the validity of the certification provided pursuant to A.5.c. above, the Board may require, at its own expense, that a staff member obtain an opinion regarding the

serious health condition from a second health care provider designated or approved, but not employed on a regular basis, by the Board. If the second opinion differs from the certification provided pursuant to A.5.c. above, the Board may require, at its own expense, that a staff member obtain the opinion of a third health care provider designated or approved jointly by the Board and a staff member concerning the serious health condition. The opinion of the third health care provider shall be considered to be final and shall be binding on the Board and a staff member.

- e. Where the certification is for an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent the spread of the communicable disease, the certification shall be sufficient if it includes:
  - (1) For NJFLA leave taken to provide in-home care or treatment of a child due to the closure of the school or place of care of the child of a staff member, by order of a public official due to the epidemic or other public health emergency, the date on which the closure of the school or place of care of the child of a staff member commenced and the reason for such closure;
  - (2) For NJFLA leave taken due to a public health authority's issuance of a determination requiring or imposing responsive or prophylactic measures as a result of illness caused by an epidemic of a communicable disease or known or suspected exposure to the communicable disease because the presence in the community of a family member in need of care by a staff member would jeopardize the health of others, the date of issuance of the determination, and the probable duration of the determination; or
  - (3) For NJFLA leave taken because a health care provider or public health authority recommends that a family member in need of care by a staff member voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community of that family member in need of care by a staff member would jeopardize the health of others, the date of the recommendation, the probable duration of the condition, and the medical or other facts within the health care provider or public health authority's knowledge regarding the condition.
- f. The Board shall not use the certification requirements as outlined in A.5. to intimidate, harass, or otherwise discourage a staff member from requesting or taking NJFLA leave or asserting any of a staff member's rights to NJFLA leave.

6. Denial or Exemption of NJFLA Leave

a. Denial of NJFLA Leave

- (1) The Board may deny NJFLA leave to a staff member if:
  - (a) A staff member is a salaried staff member who is among the highest paid 5% of the Board's staff members or the seven highest paid staff members of the Board, whichever is greater;
  - (b) The denial is necessary to prevent substantial and grievous economic injury to the Board's operations; and
  - (c) The Board notifies a staff member of its intent to deny the NJFLA leave at the time the Board determines that the denial is necessary.
- (2) The provisions of A.6.a.(1) above shall not apply when, in the event of a state of emergency declared by the Governor of New Jersey or when indicated to be needed by the Commissioner of Health – New Jersey Department of Health or other public health authority, the NJFLA leave is for an epidemic of a communicable disease, a known or suspected exposure to a communicable disease, or efforts to prevent spread of a communicable disease.
- (3) In any case in which NJFLA leave has already commenced at the time of the notification pursuant to A.6.a.(1)(c) above, a staff member shall return to work within ten working days of the date of notification.

7. Reinstatement from NJFLA Leave

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

under any applicable layoff and recall system, including a system under a collective bargaining agreement, as if a staff member had not taken the NJFLA leave.

8. Notice to Staff Members

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

9. Local Board of Education Practices

- a. Accrued Paid NJFLA Leave
  - (1) Whether a staff member is required to use any other accrued leave time concurrent with NJFLA leave time will depend upon either the school district's practice or a provision in a collective bargaining agreement, if applicable.
    - (a) Sick leave may only be used concurrently with the NJFLA leave in accordance with the provisions of N.J.S.A. 18A:30-1 and N.J.S.A. 34:11B-3.
- b. Multiple Leaves of Absence
  - (1) Where a Board maintains leaves of absence which provide benefits, other than health benefits, that differ depending upon the type of leave taken, the Board shall provide those benefits to a staff member on NJFLA leave in the same manner as it provides benefits to staff members who are granted other leaves of absence which most closely resemble NJFLA leave.

10. New Jersey Family Leave Insurance Program (NJFLI)

- a. Board of Education staff members are eligible to apply for benefits under the NJFLI Program administered by the State of New Jersey Department of Labor and Workforce Development.
- b. All applications for benefits under the NJFLI Program must be filed directly with the State of New Jersey Department of Labor and Workforce Development. The eligibility requirements, wage requirements, benefit duration and amounts, and benefit limitations shall be in accordance with the provisions of the NJFLI Program as administered by the State of New

Jersey Department of Labor and Workforce Development. A formal appeal may be submitted to the State of New Jersey Department of Labor and Workforce Development if an employee or the Board disagrees with a determination on a claim.

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

B. Federal Family and Medical Leave Act

1. Definitions Relative to Federal Family and Medical Leave Act

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

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

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

"Parent" means a biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to a staff member when a staff

member has a son or daughter as defined below. This term does not include parents "in law."

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

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

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

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

## 2. Qualifying Reasons for FMLA Leave

- a. A staff member may take FMLA leave to provide care made necessary:
  - (1) For the birth of a son or daughter of a staff member and in order to care for such son or daughter;
  - (2) For the placement of a son or daughter with a staff member for adoption or foster care;
  - (3) In order to care for the spouse, son, daughter, or parent of a staff member if such spouse, son, daughter, or parent has a serious health condition;
  - (4) For a serious health condition that makes a staff member unable to perform the functions of the position of such staff member.
- b. FMLA leave taken in relation to military service shall be in accordance with 29 CFR §825.112.
- c. Entitlement to FMLA leave taken for the birth of a son or daughter or placement of a son or daughter with a staff member for adoption or foster

care shall expire at the end of the twelve month period beginning on the date of such birth or placement.

3. Staff Member Eligibility

- a. A staff member is eligible for up to twelve weeks of FMLA leave in a twelve month period.
- b. A staff member shall become eligible for FMLA leave after the staff member has been employed at least twelve months by the Board and employed for at least 1,250 hours of service during the twelve month period immediately preceding the commencement of the FMLA leave.
  - (1) The twelve months a staff member must have been employed need not be consecutive months pursuant to 29 CFR §825.110(b).
  - (2) The minimum 1,250 hours of service shall be determined according to the principles established under the Fair Labor Standards Act (FLSA) for determining compensable hours of work pursuant to 29 CFR §785.
  - (3) The Board shall not provide pay for FMLA leave.
- c. The method to determine the twelve month period in which the twelve weeks of FMLA leave entitlement occurs will be

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

5. Staff Member Notice Requirements

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

- (6) Where a staff member does not comply with the Board's usual notice and procedural requirements, and no unusual circumstances

justify the failure to comply, FMLA-protected leave may be delayed or denied.

- b. When the approximate timing of the need for FMLA leave is not foreseeable, a staff member should give notice to the Superintendent or designee for FMLA leave as soon as practicable under the facts and circumstances of the particular case.

- (1) It is expected a staff member will give notice to the Superintendent or designee within no more than one or two business days of learning of the need for FMLA leave, except in extraordinary circumstances where such notice is not foreseeable.

- (2) A staff member should provide notice to the Board either in person, by telephone, telegraph, fax machine, email, or other electronic means.

6. Outside Employment During FMLA Leave

- a. A staff member during any period of FMLA leave is prohibited from performing any services on a full-time basis for any person for whom a staff member did not provide services immediately prior to commencement of the FMLA leave.

- (1) A staff member using FMLA leave may commence part-time employment that shall not exceed half the regularly scheduled hours worked for the Board.

- (2) A staff member may continue the part-time employment that commenced prior to the FMLA leave at the same number of hours that a staff member was regularly scheduled prior to such FMLA leave.

7. "Instructional Employees" Exceptions for FMLA Leave

- a. "Instructional Employees" are those staff members whose principal function is to teach and instruct students in class, a small group, or in an individual setting. This term includes teachers, athletic coaches, driving instructors, and special education assistants, such as signers for the hearing impaired.

- (1) Teacher assistants or aides who do not have as their principal job actual teaching or instructing, guidance counselors, child study

team members, curriculum specialists, cafeteria workers, maintenance workers, and/or bus drivers are not considered instructional staff members for the purposes of this Policy.

- (2) For purposes of this Policy “Instructional Employees” shall be referred to as “Instructional Staff Members”.
- b. “Semester” means the school semester that typically ends near the end of the calendar year and the end of the spring each school year. The Board can have no more than two semesters in a school year.
- c. FMLA leave taken at the end of the school year and continues into the beginning of the next school year is considered consecutive FMLA leave.
- d. Eligible instructional staff members that need intermittent or reduced FMLA leave to care for a family member or for a staff member’s own serious health condition which is foreseeable based on planned medical treatment and would be on FMLA leave more than twenty percent of the total number of working days over the period the FMLA leave would extend, the Board may:
  - (1) Require a staff member to take the FMLA leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
  - (2) Transfer a staff member temporarily to an available alternative position for which a staff member is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of FMLA leave than does a staff member’s regular position.
- e. If the instructional staff member does not give the required notice for FMLA leave that is foreseeable and desires the FMLA leave to be taken intermittently or on a reduced FMLA leave schedule, the Board may require a staff member to take FMLA leave of a particular duration, or to transfer temporarily to an alternative position. Alternatively, the Board may require a staff member to delay taking the FMLA leave until the notice provision is met.
- f. If an instructional staff member begins FMLA leave more than five weeks before the end of the school year, the Board may require a staff member to continue taking FMLA leave until the end of the semester if:
  - (1) The FMLA leave will last three weeks; and
  - (2) A staff member would return to work during the three-week period before the end of the semester.

- g. If an instructional staff member begins FMLA leave for a purpose other than a staff member's own serious health condition during the five week period before the end of the semester, the Board may require a staff member to continue taking FMLA leave until the end of the semester if:
    - (1) The FMLA leave will last more than two weeks; and
    - (2) The staff member would return to work during the two week period before the end of the semester.
  - h. If an instructional staff member begins FMLA leave for a purpose other than a staff member's own serious health condition during the three week period before the end of a semester, the Board may require a staff member to continue taking FMLA leave until the end of the semester if the FMLA leave will last more than five working days.
  - i. An example of FMLA leave falling within the situations outlines in B.7.f., B.7.g., and B.7.h. above:
    - (1) If a staff member plans two weeks of FMLA leave to care for a family member which will begin three weeks before the end of the term, the Board could require a staff member to stay out on FMLA leave until the end of the term.
  - j. In the case of a staff member who is required to take FMLA leave until the end of an academic term, only the period of FMLA leave until a staff member is ready and able to return to work shall be charged against a staff member's FMLA leave entitlement.
  - k. The Board may require a staff member to stay on FMLA leave until the end of the school term. Any additional leave required by the Board to the end of the school term is not counted as FMLA leave; however:
    - (1) The Board shall be required to maintain a staff member's group health insurance; and
    - (2) The Board shall be required to restore a staff member to the same or equivalent job including other benefits at the conclusion of the leave.
- 8. FMLA Leave Related to Military Service
  - a. Definitions for FMLA related to military service shall be in accordance with 29 CFR §§825.122; .126; .127; and .310.

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

9. Verification

- a. The Board shall require that a staff member's FMLA leave to care for a staff member's covered family member with a serious health condition, or due to a staff member's own serious health condition that makes a staff member unable to perform one or more of the essential functions of a staff member's position, be supported by a certification issued by the health care provider of a staff member or a staff member's family member.
  - (1) The Board must give written notice of a requirement for certification each time a certification is required. The Board's oral request to a staff member to furnish any subsequent certification is sufficient.
- b. The Board shall require a staff member furnish certification at the time a staff member gives notice of the need for FMLA leave or within five business days thereafter, or, in the case of unforeseen FMLA leave, within five business days after the FMLA leave commences.
  - (1) The Board may request certification at some later date if the Board later has reason to question the appropriateness of the FMLA leave or its duration.
  - (2) A staff member must provide the requested certification to the Board within fifteen calendar days after the Board's request, unless it is not practicable under the particular circumstances to do so despite a staff member's diligent, good faith efforts or the Board provides more than fifteen calendar days to return the requested certification.

- c. When FMLA leave is taken because of a staff member's own serious health condition, or the serious health condition of a family member, the

Board shall require a staff member to obtain a medical certification from a health care provider that sets forth the following information:

- (1) The name, address, telephone number, and fax number of the health care provider and type of medical practice/specialization;
- (2) The approximate date on which the serious health condition commenced, and its probable duration;
- (3) A statement or description of appropriate medical facts regarding the patient's health condition for which FMLA leave is requested. The medical facts must be sufficient to support the need for FMLA leave.
  - (a) Such medical facts may include information on symptoms, diagnosis, hospitalization, doctor visits, whether medication has been prescribed, any referrals for evaluation or treatment (physical therapy, for example), or any other regimen of continuing treatment;
- (4) If a staff member is the patient, information sufficient to establish that a staff member cannot perform the essential functions of a staff member's job as well as the nature of any other work restrictions, and the likely duration of such inability;
- (5) If the patient is a covered family member with a serious health condition, information sufficient to establish that the family member is in need of care, and an estimate of the frequency and duration of the FMLA leave required to care for the family member;
- (6) If a staff member requests FMLA leave on an intermittent or reduced schedule basis for planned medical treatment of a staff member's or a covered family member's serious health condition, information sufficient to establish the medical necessity for such intermittent or reduced schedule FMLA leave and an estimate of the dates and duration of such treatments and any periods of recovery;
- (7) If a staff member requests FMLA leave on an intermittent or reduced schedule basis for a staff member's serious health condition, including pregnancy, that may result in unforeseeable episodes of incapacity, information sufficient to establish the medical necessity for such intermittent or reduced schedule FMLA



leave and an estimate of the frequency and duration of the episodes of incapacity; and

- (8) If a staff member requests FMLA leave on an intermittent or reduced schedule basis to care for a covered family member with a serious health condition, a statement that such FMLA leave is medically necessary to care for the family member, which can include assisting in the family member's recovery, and an estimate of the frequency and duration of the required FMLA leave.
- d. A staff member may choose to comply with the certification requirement by providing the Board with an authorization, release, or waiver allowing the Board to communicate directly with the health care provider of a staff member or his or her covered family member.
  - (1) It is a staff member's responsibility to provide the Board with complete and sufficient certification and failure to do so may result in the denial of FMLA leave.
- e. If the Board has reason to doubt the validity of a medical certification, the Board may require a staff member to obtain a second opinion at the Board's expense.
  - (1) The Board may designate the health care provider to furnish the second opinion, but the selected health care provider may not be employed on a regular basis by the Board.
- f. If the opinions of a staff member's and the Board's designated health care providers differ, the Board may require a staff member to obtain certification from a third health care provider, again at the Board's expense. This third opinion shall be final and binding. The third health care provider must be designated or approved jointly by the Board and the staff member.

10. Reinstatement Following FMLA Leave

- a. On return from FMLA leave a staff member is entitled to be returned to the same position a staff member held when FMLA leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.
  - (1) A staff member is entitled to such reinstatement even if a staff member has been replaced or his or her position has been restructured to accommodate for a staff member's absence.
  - (2) The requirement that a staff member be restored to the same or equivalent job with the same or equivalent pay, benefits, and terms

and conditions of employment does not extend to de minimis, intangible, or unmeasurable aspects of the job.

b. Denial of Reinstatement

- (1) A staff member has no greater right to reinstatement or to other benefits and conditions of employment that if a staff member had been continuously employed during the FMLA leave period.
  - (a) The Board must be able to show that a staff member would not otherwise have been employed at the time reinstatement is requested in order to deny restoration to employment.
- (2) The Board may deny job restoration to "key employees", if such denial is necessary to prevent substantial and grievous economic injury to the operations of the Board.
  - (a) A "key employee" is a salaried FMLA-eligible staff member who is among the highest paid ten percent of all staff members employed by the Board within seventy-five miles of a staff member's worksite.
- (3) If a staff member is unable to perform an essential function of the position because of a physical or mental condition, including the continuation of a serious health condition or an injury or illness also covered by workers' compensation, a staff member has no right to restoration to another position under the FMLA.
  - (a) The Board's obligation may; however, be governed by the Americans with Disabilities Act, State leave law, or workers' compensation laws.
- (4) A staff member who fraudulently obtains FMLA leave from the Board is not protected by FMLA's job restoration or maintenance of health benefits provisions.

c. Intent to Return to Work

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

d. Fitness for Duty Certification

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

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

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

11. The Board of Education Notice

a. Notice of Staff Member Rights Under FMLA

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

b. Eligibility Notice

- (1) When a staff member 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

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.
- (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.

Date Adopted:  
First Reading: 2-24-21

## LEAD TESTING OF WATER IN SCHOOLS

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

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

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

Notwithstanding the results or date of any prior testing, the Board shall continue to test drinking water outlets in the designated Statewide required testing year, which shall be every third school year beginning with the 2021-2022 school year and subsequently occurring in the 2024-2025 school year. By no later than June 30 of the designated Statewide required testing year, the Board shall test all drinking water outlets in accordance with N.J.A.C. 6A:26-12.4(g)1. The Board shall sample for lead after the replacement of any drinking water outlet or any other alteration to plumbing or service lines that may impact lead levels at the outlet, in accordance with N.J.A.C. 6A:26-12.4(g)2.

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

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

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

Date Adopted:  
First Reading: 2-24-21

### LEAD TESTING OF WATER IN SCHOOLS

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

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

A. Testing of Drinking Water

1. Schedule

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

- (1) A plumbing survey for each facility that identifies how water enters and flows through each facility, the types of plumbing materials used in the facility, such as the service line, piping, solder, fixtures, drinking water outlets where students or staff have or may have access, and point of use treatment, such as drinking water filters;
- (2) The names and responsibilities of all individuals involved in sampling; and
- (3) The following sampling procedures:
  - (a) Samples shall be taken after water has sat undisturbed in the school pipes for at least eight hours, but no more than forty-eight hours before the sample is taken.
    - (i) 24-hour school facilities shall collect first-draw samples at drinking water outlets following a stagnation time that would likely result in the longest standing time;
  - (b) At least eight hours prior to sampling, signs shall be posted to indicate that water shall not be used and access to the buildings subject to the sampling shall be restricted to all but authorized staff members;



- (c) Existing aerators, screens, and filters shall not be replaced or removed prior to or during sampling; and
- (d) All samples shall be collected in pre-cleaned high-density polyethylene (HDPE) 250 milliliter (mL) wide-mouth single-use rigid sample containers that are properly labeled.

2. Analysis of Samples

- a. Analysis of samples shall be conducted as follows:
  - (1) Analysis shall be conducted by a certified laboratory to analyze for lead in drinking water;
  - (2) The laboratory shall use an approved analytical method pursuant to the Federal Safe Drinking Water Act at 40 CFR 141.23(k)(1); and
  - (3) Sample analysis shall be conducted in accordance with a Quality Assurance Project Plan (QAPP), which shall be signed by the Board, the certified laboratory, and the individual responsible for conducting the sampling. The QAPP shall include the identification of analytical methods, chain of custody procedures, data validation and reporting processes, detection limits, reporting to three significant figures, field blanks, and quality control measures required by the certified method.
- b. The Superintendent or designee may utilize a technical guidance manual, which will be developed by the New Jersey Department of Education (NJDOE), in consultation with the Department of Environmental Protection (DEP), to assist in the school district's compliance with the sampling and analysis requirements of this Regulation.

3. Designated Statewide Required Testing

- a. Notwithstanding the results or date of any prior testing, the Board shall continue to test drinking water outlets as provided in A.2.a. above in the designated Statewide required testing year, which shall be every third school year beginning with the 2021-2022 school year and subsequently occurring in the 2024-2025 school year:
  - (1) By no later than June 30 of the designated Statewide required testing year, the Board shall test all drinking water outlets. Sampling shall be prioritized, such that buildings and facilities that previously had outlets with results above the action level or identified in the plumbing profile as high risk for lead shall be sampled first in accordance with the sampling plan; and

- (2) The Board shall sample for lead after the replacement of any drinking water outlet or any other alteration to plumbing or service lines that may impact lead levels at the outlet.
  - b. If the Board tests drinking water outlets for lead more frequently than the three-year cycle set forth in A.3.a. above, the notification requirements set forth in B.2.b. below shall apply.
    - (1) If drinking water outlets are tested more frequently in accordance with A.3.b. above, the Board shall make the most recent results for each facility available on the Board's website.
- 4. Statement of Assurance
  - a. The Board shall submit to the NJDOE by June 30 each year a statement of assurance that lead testing was completed, that notifications were provided, and that alternate drinking water continues to be made available in accordance with N.J.A.C. 6A:26-12.4.
- 5. Exception from Testing Requirements
  - a. The Board may request an exemption from the testing requirements set forth in A.2. above if they can demonstrate that they do not use any drinking water outlets for consumption or food preparation in any of their facilities.
  - b. The Board shall submit an application to the NJDOE documenting that no drinking water outlets are used in their facilities and the provisions for an alternative source of drinking water.
  - c. If the school district receives an exemption from the NJDOE from testing, the Board shall make available for public inspection at the school facility and on the Board's website, if applicable, confirmation that the school district is exempt from testing.
  - d. No later than June 30 of each Statewide required testing school year set forth in A.3. above, the Board shall either begin testing procedures in accordance with section A.3.a. above or reapply for an exemption under section A.5.

B. Water Testing – Laboratory Results

- 1. The Superintendent or designee shall complete a review of final laboratory results within seventy-two hours of receipt.
- 2. Within twenty-four hours after the Superintendent or designee has reviewed the final laboratory results, the Superintendent or designee shall:

- a. Make the test results of all water samples publicly available at the school facility in accordance with section B.3. below and make the results from the most recent required Statewide testing available on the Board's website; and
- b. If any results exceed the permissible lead action level, provide written notification to the parents of all students attending the facility, facility staff, and the Department of Education. This written notification shall be posted on the Board's website and shall include a description of the following:
  - (1) Measures taken by the Board or its designee, to immediately end use of each drinking water outlet where water quality exceeds the permissible lead action level;
  - (2) Any additional remedial actions taken or planned by the Board;
  - (3) The measures taken to ensure that alternate drinking water has been made available to all students and staff members at the school(s) where the water outlet(s) is located; and
  - (4) Information regarding the health effects of lead.
3. Test results of all water samples shall remain publicly available in accordance with the timeline established by the Department of the Treasury in the Records Retention Schedule.

C. Reimbursement

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

D. Failure to Comply

- I. Failure to comply with any requirement of N.J.A.C. 6A:26-12.4 and Policy and Regulation 7425 may result in any of the following:
  - a. Board's disqualification for reimbursement pursuant to C. above;
  - b. The NJDOE's initiation of an investigation by the Office of Fiscal Accountability and Compliance; and
  - c. The Commissioner's withholding of State aid pursuant to N.J.A.C. 6A:2-1.2.

Date Adopted:  
First Reading: 2-24-21

## BOARD MEMBER RESIGNATION AND REMOVAL

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

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

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

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

N.J.S.A. 18A:12-2; 18A:12-2.2; 18A:12-3; 18A:12-29

N.J.S.A. 19:27A-1 et seq.

Date Adopted: 5-13-92

Date(s) Revised:

First Reading: 2-24-21

# REGULATION

No. R1642

Board of Education

Administration

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## EARNED SICK LEAVE LAW

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Spouse” means a husband or wife.

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

1. The employer shall provide earned sick leave in accordance with the Act for each employee working for the employer.
2. For every thirty hours worked, the employee shall accrue one hour of earned sick leave. The employer [☐ will ☐ will not] provide an employee their full

complement of earned sick leave for a benefit year as required under N.J.S.A. 34:11D-2 on the first day of each benefit year in accordance with the Act.

3. The employer [☐ **will** ☐ **will not**] permit the employee to accrue or use in any benefit year, or carry forward from one benefit year to the next, more than forty hours of earned sick leave.
  - a. Unless the employee has accrued earned sick leave prior to October 29, 2018, the earned sick leave shall begin to accrue on October 29, 2018 for any employee who is hired and commences employment before October 29, 2018 and the employee shall be eligible to use the earned sick leave beginning on February 26, 2019 after the employee commences employment.
  - b. If the employee's employment commences after October 29, 2018, the earned sick leave shall begin to accrue upon the date that employment commences. The employee shall be eligible to use the earned sick leave

**Select one option below:**

☐ **Option 1** - beginning on the 120<sup>th</sup> calendar day after the employee commences employment.

**OR**

☐ **Option 2** - \_\_\_\_\_ days after employment commences, but no longer than 120 calendar days after employment commences.]

4. The employer shall be in compliance with N.J.S.A. 34:11D-2 if the employer offers paid time off to an employee, which is fully paid and shall include, but is not limited to personal days, vacation days, and sick days, and may be used for the purposes of N.J.S.A. 34:11D-3 in the manner provided by the Act, and is accrued at a rate equal to or greater than the rate described in N.J.S.A. 34:11D-2.
5. The employer shall pay the employee for earned sick leave at the same rate of pay with the same benefits as the employee normally earns, except that the pay rate shall not be less than the minimum wage required for the employee pursuant to N.J.S.A. 34:11-56a4.
6. Upon the mutual consent of the employee and employer, an employee may voluntarily choose to work additional hours or shifts during the same or following pay period, in lieu of hours or shifts missed, but shall not be required to work additional hours or shifts or use accrued earned sick leave. The employer may not require, as a condition of an employee using earned sick leave, that the employee search for or find a replacement worker to cover the hours during which the employee is using earned sick leave.



7. If an employee is transferred to a separate division, entity, or location, but remains employed by the same employer, then the employee shall be entitled to all earned sick leave accrued at the prior division, entity, or location, and shall be entitled to use the accrued earned sick leave as provided in the Act.
8. If an employee is terminated, laid off, furloughed, or otherwise separated from employment with the employer, any unused accrued earned sick leave shall be reinstated upon the re-hiring or reinstatement of the employee to that employment, within six months of termination, being laid off or furloughed, or separation, and prior employment with the employer shall be counted towards meeting the eligibility requirements set forth in N.J.S.A. 34:11D-2.
9. The employer may choose the increments in which its employees may use earned sick leave, provided that the largest increment of earned sick leave an employee may be required to use for each shift for which earned sick leave is used shall be the number of hours the employee was scheduled to work during that shift.

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

1. The employer shall permit an employee to use the earned sick leave accrued pursuant to the Act for any of the following:
  - a. Time needed for diagnosis, care, or treatment of, or recovery from, an employee's mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee;
  - b. Time needed for the employee to aid or care for a family member of an employee during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member;
  - c. Absence necessary due to circumstances resulting from the employee, or a family member of an employee, being a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member: medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence; services from a designated domestic violence agency or other victim services organization; psychological or other counseling; relocation; or legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence;
  - d. Time during which the employee is not able to work because of:
    - (1) A closure of the employee's workplace, or the school or place of care of a child of an employee, by order of a public official or

because of a state of emergency declared by the Governor of New Jersey, due to an epidemic or other public health emergency;

(2) The declaration of a state of emergency by the Governor of New Jersey, or the issuance by a health care provider or the New Jersey Commissioner of Health or other public health authority of a determination that the presence in the community of the employee, or a member of the employee's family in need of care by the employee, would jeopardize the health of others;

(3) A state of emergency declared by the Governor of New Jersey, or upon the recommendation, direction, or order of a healthcare provider or the New Jersey Commissioner of Health or other authorized public official, the employee undergoes isolation or quarantine, or cares for a family member in quarantine, as a result of suspected exposure to a communicable disease and a finding by the provider or authority that the presence in the community of the employee or family member would jeopardize the health of others;  
or

e. Time needed by the employee in connection with a child of the employee to attend a school-related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.

2. If an employee's need to use earned sick leave is foreseeable, the employer [\_\_\_will \_\_\_ may] require advance notice, not to exceed seven calendar days prior to the date the leave is to begin, of the intention to use the leave and its expected duration, and shall make a reasonable effort to schedule the use of earned sick leave in a manner that does not unduly disrupt the operations of the employer. If the reason for the leave is not foreseeable, the employer will require an employee to give notice of the intention as soon as practicable, if the employer has notified the employee of this requirement.

a. The employer may prohibit employees from using foreseeable earned sick leave on certain dates provided reasonable notice of these dates is provided to employees and the employer will require reasonable documentation if sick leave that is not foreseeable is used during those dates.

b. For earned sick leave of three or more consecutive days, the employer will require reasonable documentation that the leave is being taken for the purpose permitted under N.J.S.A. 34:11D-3.a. and C.1. above.

- c. If the leave is permitted under N.J.S.A. 34:11D-3.a.(1) and C.1.a. above or N.J.S.A. 34:11D-3.a.(2) and C.1.b. above, documentation signed by a health care professional who is treating the employee or the family member of the employee indicating the need for the leave and, if possible, number of days of leave, shall be considered reasonable documentation.
  - d. If the leave is permitted under N.J.S.A. 34:11D-3.a.(3) and C.1.c. above because of domestic or sexual violence, any of the following shall be considered reasonable documentation of the domestic or sexual violence: medical documentation; a law enforcement agency record or report; a court order; documentation that the perpetrator of the domestic or sexual violence has been convicted of a domestic or sexual violence offense; certification from a certified Domestic Violence Specialist or a representative of a designated domestic violence agency or other victim services organization; or other documentation or certification provided by a social worker, counselor, member of the clergy, shelter worker, health care professional, attorney, or other professional who has assisted the employee or family member in dealing with the domestic or sexual violence.
  - e. If the leave is permitted under N.J.S.A. 34:11D-3.a.(4) and C.1.d. above, a copy of the order of the public official or the determination by the health authority shall be considered reasonable documentation.
  - f. If the leave is permitted under N.J.S.A. 34:11D-3.a.(5) and C.1.e. above, tangible proof of the reasons outlined in N.J.S.A. 34:11D-3.a.(5) and C.1.e. above shall be considered reasonable documentation.
3. Nothing in the Act shall be deemed to require the employer to provide earned sick leave for an employee's leave for purposes other than those identified in N.J.S.A. 34:11D-3, or prohibit the employer from taking disciplinary action against an employee who uses earned sick leave for purposes other than those identified in N.J.S.A. 34:11D-3.

**Option – Must Select One Option Below**

4. **[Option 1 - \_\_\_\_** The employer will not pay an employee for unused earned sick leave at the end of the benefit year pursuant to N.J.S.A. 34:11D-3.c.]

**[Option 2 - \_\_\_\_** The employer will provide an offer to an employee for payment of unused earned sick leave in the final month of the employer's benefit year. The employee shall choose, no later than ten calendar days from the date of the employer's offer, whether to accept a payment or decline a payment. If the employee does not accept the employer's offer within ten calendar days from the date of the employer's offer, the employee is deemed to have declined the employer's offer.

- a. If the employee agrees to receive a payment, the employee shall choose a payment for the full amount of unused earned sick leave or for fifty percent of the amount of unused earned sick leave. The payment amount shall be based on the same rate of pay that the employee earns at the time of the payment.
- b. If the employee declines a payment for unused earned sick leave, or agrees to a payment for fifty percent of the amount of unused sick leave, the employee shall be entitled to carry forward any unused or unpaid earned sick leave to the proceeding benefit year as provided pursuant to N.J.S.A. 34:11D-2.a. and B.1., B.2., and B.3. above.
- c. If the employee agrees to a payment for the full amount of unused earned sick leave, the employee shall not be entitled to carry forward any earned sick leave to the proceeding benefit year pursuant to N.J.S.A. 34:11D-2.a. and B.1, B.2., and B.3. above.]

**[Option – Required Only if the Employer Provides an Employee with their Full Complement of Earned Sick Leave for a Benefit Year is Selected in Option B.2. Above.**

5. If the employer provides an employee with the full complement of earned sick leave for a benefit year on the first day of each benefit year as indicated in B.2. above, then the employer shall

**Must Select Option 1 Below if Option C.4. – Option 1 Above is Selected.**

**Must Select Option 2 Below if Option C.4. – Option 2 Above is Selected.**

**Option 1** - \_\_\_\_ permit the employee to carry forward any unused sick leave to the next benefit year.

**Option 2** - \_\_\_\_ provide to the employee a payment for the full amount of unused earned sick leave in the final month of the employer's benefit year in accordance with C.4. above. The employer may pay the employee the full amount of unused earned sick leave in the final month of a benefit year pursuant to B.2. above and N.J.S.A. 34:11D-3 only if the employer forgoes, with respect to that employee, the accrual process for earned sick leave during the next benefit year.]

6. Unless the employer's policy or a collective bargaining agreement provides for the payment of accrued earned sick leave upon termination, resignation, retirement, or other separation from employment, an employee shall not be entitled under N.J.S.A. 34:11D-3 to payment of unused earned sick leave upon the separation from employment.
7. Any information the employer possesses regarding the health of an employee or any family member of the employee or domestic or sexual violence affecting an

employee or employee's family member shall be treated as confidential and not disclosed except to the affected employee or with the written permission of the affected employee.

D. Retaliation, Discrimination Prohibited – N.J.S.A. 34:11D-4 and N.J.S.A. 34:11D-12

1. No employer shall take retaliatory personnel action or discriminate against an employee who accrues sick leave under the Act because the employee requests or uses earned sick leave either in accordance with the Act or the employer's own earned sick leave policy for employees covered under the Act. Any complaints alleging a violation of the Act shall be filed in accordance with the provisions of N.J.S.A. 34:11D-4.
  - a. The employer shall not count earned sick leave taken under the Act as an absence that may result in the employee being subject to discipline, discharge, demotion, suspension, a loss or reduction of pay, or any other adverse action.
2. There shall be a rebuttable presumption of an unlawful retaliatory personnel action under N.J.S.A. 34:11D-4 whenever the employer takes adverse action against an employee within ninety days of when that employee:
  - a. Files a complaint with the Department or a court alleging a violation of any provision of N.J.S.A. 34:11D-4;
  - b. Informs any person about the employer's alleged violation of N.J.S.A. 34:11D-4;
  - c. Cooperates with the Department or other persons in the investigation or prosecution of any alleged violation of N.J.S.A. 34:11D-4;
  - d. Opposes any policy, practice, or act that is unlawful under N.J.S.A. 34:11D-4; or
  - e. Informs any person of his or her rights under N.J.S.A. 34:11D-4.
3. Protections of N.J.S.A. 34:11D-4 shall apply to any person who mistakenly but in good faith alleges violations of the Act.
4. Any violator of the provisions of N.J.S.A. 34:11D-4 shall be subject to relevant penalties and remedies provided by the "New Jersey State Wage and Hour Law," N.J.S.A. 34:11-56a et seq., including the penalties and remedies provided by N.J.S.A. 34:11-56a24, and relevant penalties and remedies provided by N.J.S.A. 2C:40A-2, for discharge or other discrimination.
5. The employer shall not, during the Public Health Emergency and State of Emergency declared by the Governor of New Jersey in Executive Order 103 of

2020 concerning the coronavirus disease 2019 pandemic, terminate or otherwise penalize an employee if the employee requests or takes time off from work based on the written or electronically transmitted recommendation of a medical professional licensed in New Jersey that the employee take that time off for a specified period of time because the employee has, or is likely to have, an infectious disease, as defined in N.J.S.A. 26:13-2, which may infect others at the employee's workplace.

- a. The employer shall not, following that specified period of time as per D.5. above, refuse to reinstate the employee to employment in the position held when the leave commenced with no reduction in seniority, status, employment benefits, pay, or other terms and conditions of employment.

E. Violations; Remedies, Penalties, Other Measures – N.J.S.A. 34:11D-5

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

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

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

Jersey State Wage and Hour Law regarding the maintaining and disclosure of records shall apply to violations of the requirements of N.J.S.A. 34:11D-6.

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

1. The employer shall provide notification, in a form issued by the Commissioner, to employees of their rights under the Act, including the amount of earned sick leave to which they are entitled and the terms of its use and remedies provided by the Act to employees if the employer fails to provide the required benefits or retaliates against employees exercising their rights under the Act.
  - a. The employer shall conspicuously post the notification in a place or places accessible to all employees in each of the employer's workplaces.
  - b. The employer shall also provide each employee with a written copy of the notification: not later than thirty days after the form of the notification is issued; at the time of the employee's hiring, if the employee is hired after the issuance; and at any time, when first requested by the employee.
  - c. The Commissioner shall make the notifications available in English, Spanish, and any other language that the Commissioner determines is the first language of a significant number of workers in the State and the employer shall use the notification in English, Spanish, or any other language for which the Commissioner has provided notifications and which is the first language of a majority of the employer's workforce.

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

1. No provision of the Act, or any regulations promulgated to implement or enforce the Act, shall be construed as:
  - a. Requiring the employer to reduce, or justifying the employer in reducing, rights or benefits provided by the employer pursuant to the employer's policy or a collective bargaining agreement which are more favorable to employees than those required by the Act or which provide rights or benefits to employees not covered by the Act;
  - b. Preventing or prohibiting the employer from agreeing, through a collective bargaining agreement or employer policy, to provide rights or benefits which are more favorable to employees than those required by the Act or to provide rights or benefits to employees not covered by the Act;
  - c. Prohibiting the employer from establishing a policy whereby an employee may donate unused accrued earned sick leave to another employee or other employees; or

- d. Superseding any law providing collective bargaining rights for employees, or in any way reducing, diminishing, or adversely affecting those collective bargaining rights, or in any way reducing, diminishing, or affecting the obligations of the employer under those laws.
2. Employees or employee representatives may waive the rights or benefits provided under the Act during the negotiation of a collective bargaining agreement.
3. With respect to employees covered by a collective bargaining agreement in effect on October 29, 2018, no provision of the Act shall apply until the stated expiration of the collective bargaining agreement.

I. Severability – N.J.S.A. 34:11D-9

1. The provisions of the Act shall be deemed to be severable and if any section, subsection, paragraph, sentence or other part of the Act is declared to be unconstitutional, or the applicability thereof to any person is held invalid, the remainder of the Act shall not thereby be deemed to be unconstitutional or invalid.

Date Adopted: 10-30-19  
Date(s) Revised:  
First Reading: 2-24-21



## **ADMINISTRATION OF MEDICAL CANNABIS**

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

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

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

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

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

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

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

Date Adopted: 11-26-19  
Date(s) Revised:  
First Reading: 2-24-21

### ADMINISTRATION OF MEDICAL CANNABIS

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

#### A. Definitions

For the purposes of Policy and Regulation 5330.01:

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

4. “Health Care Practitioner” means a physician, advanced practice nurse, or physician assistant licensed or certified pursuant to N.J.S.A. 45 who:
  - a. Possesses active registrations to prescribe controlled dangerous substances issued by the United States Drug Enforcement Administration and the Division of Consumer Affairs in the Department of Law and Public Safety;
  - b. Is the health care practitioner responsible for the ongoing treatment of a qualifying student patient’s qualifying medical condition, the symptoms of that condition, or the symptoms associated with the treatment of that condition, provided; however, that the ongoing treatment shall not be limited to the provision of authorization for a patient to use medical cannabis or consultations solely for that purpose; and
  - c. If the qualifying student patient is a minor, a pediatric specialist.
5. “Medical use of cannabis” means the acquisition, possession, transport, or use of cannabis or paraphernalia by a registered qualifying student patient as authorized by N.J.S.A. 24:6I-1 et seq. and N.J.S.A. 18A:40-12.22 et seq.
6. “Parent” means the custodial parent or person who has legal custody of a qualifying student patient who may also be the designated caregiver(s) registered with the Commission by the New Jersey Department of Health to administer medical cannabis to a student in accordance with the provisions of N.J.S.A. 18A:40-12.22 and N.J.S.A 24:6I-4.
7. “Qualifying student patient” for the purpose of Policy and Regulation 5330.01 means a resident of the State who is a student enrolled and attending school in this school district who has been authorized for the medical use of cannabis by a health care practitioner in accordance with the provisions of N.J.S.A. 18A:40-12.22 and N.J.S.A 24:6I-41 et seq.
8. “Registration with the Commission” means a person has met the qualification requirements for, and has been registered by the Commission as, a registered qualifying patient, designated caregiver(s), or institutional caregiver(s). The Commission shall establish appropriate means for health care practitioners, health care facilities, medical cannabis dispensaries, law enforcement, schools, facilities providing behavioral health services or services for persons with developmental disabilities, and other appropriate entities to verify an individual’s status as a registrant with the Commission.

B. Registration – Qualifying Student Patient and Designated Caregiver(s)

1. A qualifying student patient must be authorized to engage in the medical use of cannabis and the designated caregiver(s) must be authorized to assist the

qualifying student patient with the medical use of cannabis pursuant to the provisions of N.J.S.A. 24:6I-1 et seq.

2. A qualifying student patient and their designated caregiver(s) must complete the registration process in accordance with the provisions of N.J.S.A. 24:6I-4 and any other requirements of the Commission.
3. The qualifying student patient's parent shall be responsible to immediately inform the Principal of any change in the status of the student's registration with the Commission that would deem the registration with the Commission null and void due to any reason outlined in N.J.S.A. 24:6I-1 et seq.
4. The qualifying student patient's designated caregiver(s) shall be responsible to immediately inform the Principal of any change in the status of any designated caregiver(s)'s current registration with the Commission that would deem the registration with the Commission null and void due to any reason outlined in N.J.S.A. 24:6I-1 et seq.

C. Submission for Authorization for Administration of Medical Cannabis

1. A parent of a qualifying student patient requesting the administration of medical cannabis to the student while on school grounds, aboard a school bus, or attending a school-sponsored event must submit a written request to the Principal with proof of current registration with the Commission for the qualifying student patient and the designated caregiver(s) and a copy of the health care provider's order or prescription indicating dosage information and the method of administration for the medical cannabis to the qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event.

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

- a. The parent's written request and all supporting documentation must be submitted to the Principal at least five school days before the first day of the requested administration.
2. The Principal shall review the proof of current registration with the Commission and supporting documentation submitted by the parent with the school physician, the school nurse, and the Superintendent of Schools.

3. Upon review and approval of the documentation submitted by the parent, the Principal will inform the parent or designated caregiver(s), if the parent is not the designated caregiver(s), in writing with the following information:
  - a. The location (school, office, etc.) where the designated caregiver(s) shall report to administer the medical cannabis;
  - b. The school staff member(s) who the designated caregiver(s) must see to coordinate the administration of medical cannabis;
  - c. The time the designated caregiver(s) shall report to administer the medical cannabis;
  - d. The specific location where the medical cannabis shall be administered to the student; and
  - e. A copy of Policy and Regulation 5330.01 – Administration of Medical Cannabis.
4. In the event the Principal, after consultation with the school nurse, school physician, and Superintendent, has a question or concern regarding the current registration with the Commission or supporting documentation submitted by the parent, the Principal or school physician will contact the parent with the question or concern.
5. The administration of medical cannabis on school grounds, aboard a school bus, or at a school-sponsored event, pursuant to N.J.S.A. 18A:40-12.22, will only be authorized after the approval required by Policy and Regulation 5330.01.

D. Administration of Medical Cannabis

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

- a. The Principal will designate a private area, if possible, for the designated caregiver(s) to administer the medical cannabis to the qualifying student patient. The amount of privacy provided for the administration will depend on the approved method of administration and the designated location. The location may be a nurse's office, a private office, a private restroom facility, or any other location appropriate for the approved method of administration.
5. The designated caregiver(s) shall report to the approved location prior to the scheduled time for the administration of medical cannabis to the qualifying student patient. The designated caregiver(s) must show proof of current registration with the Commission and a second form of identification which shall be a photograph identification.
6. The Principal or supervising school staff member of a school-sponsored event may designate a school staff member to escort the designated caregiver(s) to the qualifying student patient at the designated time to the designated location for the administration.
7. The Principal may designate a school staff member to observe the administration of the medical cannabis on school grounds, aboard a school bus, or at a school-sponsored event.
8. The designated caregiver(s) shall assist in the administration of medical cannabis to the qualifying student patient in accordance with the method and dosage prescribed by the health care practitioner and included in the parent's request to the Principal.
9. The qualifying student patient shall return to his/her class or event as soon as possible after the administration.
10. The designated caregiver(s) will be escorted outside the school building, away from the school bus, or away from the school-sponsored event, if applicable, by a school staff member after the administration.
  - a. The qualifying student patient and/or designated caregiver(s) may be asked to remain at the location of the administration by the school staff member in the event the student needs some additional time after the administration and before returning to their class or event.
11. The designated caregiver(s) shall be responsible for the security of the medical cannabis on school grounds, aboard a school bus, or at a school-sponsored event before, during, and after the administration. At no time shall the qualifying student patient have the medical cannabis in their possession except during the administration process by the designated caregiver(s).

### **EVERY STUDENT SUCCEEDS ACT**

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

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

#### **Application Procedure**

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

#### **Covered Programs**

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

#### **Title I**

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

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

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



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

#### Type of Title I Program

The school district will offer a \_\_\_\_\_ (School-wide or Target Assistance or Public School Choice) Title I program.

☐ School-wide Program

High-poverty schools (a school with at least 40% poverty or any school below 40% poverty with a waiver issued by the New Jersey Department of Education) are eligible to adopt school-wide programs to raise the achievement of low-achieving students by improving instruction throughout the entire school, thus using Title I funds to serve all children in the school. A school-wide program must be established in accordance with the Title I guidelines and regulations and the New Jersey Department of Education.

☐ Target Assistance Program

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

#### New Jersey Department of Education Accountability System

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

#### Fiscal Responsibility

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

#### Staff

The district will comply with the staff certification requirements of the ESSA and the NJDOE. In addition, the district will ensure al Policy 4125 – Employment of Support Staff Members. 1 paraprofessionals meet the requirements as established by the ESSA and as outlined in

#### Parental Involvement

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

#### Student Surveys, Analysis, and/or Evaluations

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

#### Unsafe School Choice Option

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

#### Property

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

#### Capital Expenses

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

#### Post-Award Requirements

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

#### Supplement, Not Supplant

Grant funds provided under Federal programs, including the ESEA of 1965 as amended by the ESSA, shall supplement, not supplant the funds that would, in the absence of such Federal funds,

be made available from State and local sources for the education of students participating in programs assisted under the ESEA of 1965 as amended by the ESSA.

#### Evaluation

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

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

Date Adopted: 3-24-04  
Date(s) Revised: 2-27-13  
First Reading: 2-24-21

## TITLE I FISCAL RESPONSIBILITIES

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

### Maintenance of Effort

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

### Comparability with Multiple Schools

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

### Comparability of Materials and Supplies

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

### Supplement, Not Supplant

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

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

Date Adopted: 3-24-04

Date(s) Revised:

First Reading: 2-24-21

## STUDENT SURVEYS, ANALYSIS, AND/OR EVALUATIONS

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

### Consent

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

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

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

### “Opt a Student Out” Notice

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

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

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

#### Inspection

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

1. Protected information surveys of students;
2. Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes; and
3. Instructional material used as part of the educational curriculum.

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

#### PPRA Consent/Opt Out Violations

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

#### The Protection of Pupil Rights Amendment (PPRA)

(20 U.S.C. §1232h; 34 CFR Part 98)

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

Date Adopted: 3-24-04

Date(s) Revised:

First Reading: 2-24-21

# POLICY

No. 2415.20R

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## EVERY STUDENT SUCCEEDS ACT COMPLAINTS

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

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

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

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

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

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

A complaint alleging a school in the district, school district, or other agency authorized by the school district, or the NJDOE violated the administration of a program must be submitted to the \_\_\_\_\_ (district administrator responsible for ESSA compliance). The \_\_\_\_\_ (district administrator responsible for ESSA compliance) shall be responsible to coordinate the investigation of the complaint. The \_\_\_\_\_ (district administrator responsible for ESSA compliance) shall submit a written report regarding the outcome of the investigation to the complainant.

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

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

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

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

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

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

Date Adopted: 5-23-07  
Date(s) Revised:  
First Reading: 2-24-21



# REGULATION

No. R2415.20

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## EVERY STUDENT SUCCEEDS ACT COMPLAINTS

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

- A. Complaint Procedure Alleging a Violation by a School, School District, or Other Agency Authorized by the School District or The New Jersey Department of Education (NJDOE)
1. A complaint is an allegation submitted in writing (mail or email) by an individual or organization that a school, school district, or other agency authorized by the school district has violated the law in the administration of education programs required by the ESSA.
  2. A complaint must identify at a minimum the following:
    - a. The alleged ESSA violation;
    - b. A description of previous steps taken to resolve the matter;
    - c. The facts supporting the alleged violation as understood by the complainant at the time of submission; and
    - d. Any supporting documentation (e.g., letters, emails, logs, agenda, meeting minutes).
  3. A complaint must be submitted to the Executive County Superintendent for the county where the school, school district, or other authorized agency is located.
  4. When a written complaint is received by the Executive County Superintendent, the Executive County Superintendent will issue a Letter of Acknowledgement to the complainant within ten calendar days of receipt of the complaint. This letter will contain the following information:
    - a. The date the complaint was received;
    - b. A brief statement of the manner in which the Executive County Superintendent will investigate the complaint;
    - c. If necessary, a request for additional information regarding the complaint;

- d. A resolution date within forty-five calendar days from the date the written complaint was received by the Executive County Superintendent; and
  - e. The name and telephone number of a contact person for status updates.
5. The Executive County Superintendent will coordinate the investigation of a complaint.
6. When the investigation is complete, the Executive County Superintendent will notify the complainant in writing regarding the outcome of the investigation.
- a. If the Executive County Superintendent determines a violation has occurred, the Executive County Superintendent will identify and impose the appropriate consequences or corrective actions as required in accordance with statute and/or regulation to resolve the complaint.
  - b. If the complainant is not satisfied with the determination that is made by the Executive County Superintendent, the complainant may submit a written request for review of that determination to the Assistant Commissioner, Division of Learning Supports and Specialized Services via email at

essa@doe.nj.gov

with subject line "ESEA Complaint Decision Review" or via hard copy at the following address:

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

B. Complaint Procedure Alleging a Violation by the New Jersey Department of Education (NJDOE)

- 1. A complaint is a written allegation the NJDOE has violated the law in the administration of education programs required by the ESSA.
- 2. A complaint must identify at a minimum the following:
  - a. The alleged ESSA violation;
  - b. A description of previous steps taken to resolve the matter;
  - c. The facts supporting the alleged violation as understood by the complainant at the time of submission; and

- d. Any supporting documentation (e.g., letters, emails, logs, agenda, meeting minutes).
3. To initiate a complaint alleging the NJDOE has violated the administration of an ESEA program, a complainant must submit a written complaint to the New Jersey Department of Education – Assistant Commissioner, Division of Learning Supports and Specialized Services via email at [essa@doe.nj.gov](mailto:essa@doe.nj.gov) with subject line “ESEA Complaint or via hard copy sent to the following address:
- New Jersey Department of Education  
Assistant Commissioner  
Division of Learning Supports and Specialized Services  
P.O. Box 500  
Trenton, New Jersey 08625-0500
4. When a written complaint is received by the NJDOE, an Assistant Commissioner will assign the investigation of this complaint to the appropriate office. The NJDOE will issue a Letter of Acknowledgement to the complainant within ten calendar days of receipt of the complaint. This letter shall contain the following information:
- a. The date the complaint was received;
  - b. A brief statement of the manner in which the NJDOE will investigate the complaint;
  - c. If necessary, request for additional information regarding the complaint;
  - d. A resolution date within forty-five calendar days from the date the complaint was received; and
  - e. The name and telephone number of a contact person for status updates.
5. The NJDOE Office assigned by the Assistant Commissioner to investigate a complaint concerning an alleged violation by the NJDOE will coordinate the investigation of the complaint. When the investigation is complete, the Assistant Commissioner will notify the complainant in writing regarding the outcome of the investigation.
- a. If the NJDOE Office assigned by the Assistant Commissioner of Education determines a violation by the NJDOE has occurred after conducting an investigation, the Assistant Commissioner will identify and impose appropriate consequences or corrective action in accordance with the statute and/or regulation to resolve the complaint.

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Every Student Succeeds Act Complaints

- b. If the complainant is not satisfied with the NJDOE's decision, the complainant may request a review of the NJDOE's decision to the Secretary of the United States Department of Education (USDOE). The complainant may send the request, reasons supporting the request, and a copy of NJDOE's resolution to the following address:

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

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

Date Adopted: 5-23-07

Date(s) Revised:

First Reading: 2-24-21

## **EMPLOYMENT OF SUPPORT STAFF MEMBERS**

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

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

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

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

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

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

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

1. Completed at least two years of study at an institution of higher education;
2. Obtained an associate's (or higher) degree; or

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Employment of Support Staff Members

3. Met a rigorous standard of quality and be able to demonstrate, through a formal State or local academic assessment, knowledge of and the ability to assist in instructing, reading, writing, and mathematics (or, as appropriate, reading readiness, writing readiness, and mathematics readiness).

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

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

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

The Board or contracted service provider may employ an applicant on an emergent basis for a period not to exceed three months, pending completion of a criminal history record check if the Board or contracted service provider demonstrates to the Commissioner of Education that special circumstances exist which justify the emergent employment as prescribed in N.J.S.A. 18A:6-7.1c. In the event the criminal history record check is not completed for an emergent hired employee within three months, the Board or contracted service provider may petition the Commissioner for an extension of time, not to exceed two months, in order to retain the employee.

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

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

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

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

N.J.S.A. 18A:54-20 [vocational districts]

Date Adopted: 5-6-68

Date(s) Revised: 5-6-80; 3-20-89; 2-28-00; 2-28-03; 10-30-03; 5-25-05; 5-28-14

First Reading: 2-24-21

## POLITICAL CONTRIBUTIONS

### Political Contribution Disclosure Requirements

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

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

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

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

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

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

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

PCD forms are required for Board of Education contracts in excess of \$17,500 with a New Jersey Department of Education “Approved In-State Private School for the Disabled.” Chapter

271 also applies to in-State private special education schools, educational services under any Federally funded program, early childhood school providers – DHS approved, and other similar programs.

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

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

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

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

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

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

N.J.S.A. 19:44A-1 et seq.

N.J.A.C. 6A:23A-6.3

New Jersey Department of Community Affairs Local Finance Notices - 6/4/07 & 1/15/10

Date Adopted: 6-28-06

Date(s) Revised: 9-24-08; 2-24-10; 6-23-10; 1-26-11

First Reading: 2-24-21



## **STUDENT RECORDS**

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

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

### **General Considerations**

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

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

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

### **Student Information Directory**

A student information directory is a publication of the Board that includes information relating to a student as defined in N.J.A.C. 6A:32-2.1. This information includes: name; grade level; date and place of birth; dates of school attendance; major field of study; participation in officially recognized activities; weight and height relating to athletic team membership; degrees; awards;

the most recent educational agency attended by the student; and other similar information. The student information directory shall be used only by authorized school district personnel and for designated official use by judicial, law enforcement, and medical personnel and not for general public consumption.

In the event the school district publishes a student information directory, the Superintendent or designee will provide a parent or adult student a ten-day period to submit to the Superintendent a written statement prohibiting the school district from including any or all types of information about the student in any student information directory before allowing access to such directory to educational, occupational, and military recruiters pursuant to N.J.S.A. 18A:36-19.1 and 20 U.S.C. §8528 - Armed Forces Recruiter Access to Students and Student Recruiting Information of the Elementary and Secondary Education Act (ESEA) of 1965. In accordance with N.J.S.A. 18A:36-19.1, military recruiters will be provided the same access to a student information directory that is provided to educational and occupational recruiters.

#### School Contact Directory for Official Use

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

#### Mandated and Permitted Student Records

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

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

#### Maintenance and Security of Student Records

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

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

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

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

#### Access to Student Records

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

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

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

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

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

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

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

#### Conditions for Access to Student Records

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

#### Rights of Appeal for Parents and Adult Students

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

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

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

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

#### Retention and Disposal of Student Records

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

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

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

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

In accordance with N.J.A.C. 6A:32-7.8(e), the New Jersey public school district of last enrollment, graduation, or permanent departure of the student from the school district shall keep for 100 years a mandated record of a student's name, date of birth, name of parents, gender,

health history and immunization, standardized assessment results, grades, attendance, classes attended, grade level completed, year completed, and years of attendance.

N.J.S.A. 18A:36-19; 18A:36-19.1; 18A:40-4;  
18A:40-19

N.J.A.C. 6A:32-7.1; 6A:32-7.2; 6A:32-7.3;  
6A:32-7.4; 6A:32-7.5;  
6A:32-7.6; 6A:32-7.7; 6A:32-7.8

20 U.S.C. §8528

Date Adopted: 5-6-80

Date(s) Revised: 3-20-89; 12-10-91; 9-8-93; 2-28-00; 2-28-03; 5-21-06; 4-20-04; 5-24-06; 1-25-17

First Reading: 2-24-21

# **POLICY**

**Board of Education  
Lodi**

**No. 9713**

**Community**

**Page 1 of 1**

## **RECRUITMENT BY SPECIAL INTEREST GROUPS**

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

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

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

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

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

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

N.J.S.A. 18A:36-19.1

Elementary and Secondary Education Act of 1965 – §8528

Date Adopted: 3-10-88

Date(s) Revised: 2-28-03; 5-21-03

First Reading: 2-24-21

# LODI PUBLIC SCHOOLS

Lodi, New Jersey

Student Calendar

2021

2022

## September - 18 days

Sun	Mon	Tues	Wed	Thur	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

## October - 21 days

Sun	Mon	Tues	Wed	Thur	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## November - 18 days

Sun	Mon	Tues	Wed	Thur	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## December - 17 days

Sun	Mon	Tues	Wed	Thur	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

74 days

	Half-Day Session
	Schools Closed

### Special Dates:

Teachers Report - Orientation

Teacher Inservice (no school for students)

Labor Day

Students Report - Half-Day Session

General Election

Teachers' Convention

Thanksgiving Recess

Winter Recess

Martin Luther King Day

Presidents' Week \*

Good Friday

Spring Recess\*

Memorial Day

Primary Election

Last Day of School

Sept. 1, 2021

Sept. 2-3, 2021

Sept. 6, 2021

Sept. 7, 2021

Nov. 2, 2021

Nov. 4-5, 2021

Nov. 25-26, 2021

Dec. 24 - Dec. 31, 2021

Jan. 17, 2022

Feb. 21-25, 2022

Apr. 15, 2022

Apr. 18-22, 2022

May 30, 2022

June 7, 2022

June 21, 2022

## January - 20 days

Sun	Mon	Tues	Wed	Thur	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## February - 15 days

Sun	Mon	Tues	Wed	Thur	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

## March - 23 days

Sun	Mon	Tues	Wed	Thur	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## April - 15 days

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## May - 21 days

Sun	Mon	Tues	Wed	Thur	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## June - 15 days

Sun	Mon	Tues	Wed	Thur	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

109 days

School Days 2021: 74 days

School Days 2022: 109 days

Total School Days: 183 days

\* These days are tentative and schools may be opened to replace emergency or other school closings. Therefore, no plans which cannot be changed should be made for these days. This calendar may be altered as found necessary by the Lodi Board of Education. In lieu of state and federal holiday observance, the week of February 21, 2022 is established for their observance. First Reading: 2-24-21

# LODI PUBLIC SCHOOLS

## Lodi, New Jersey 12-Month Staff Calendar

2021

2022

### July

Sun	Mon	Tues	Wed	Thur	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

### August

Sun	Mon	Tues	Wed	Thur	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### September - 20 days

Sun	Mon	Tues	Wed	Thur	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

### October - 21 days

Sun	Mon	Tues	Wed	Thur	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### November - 18 days

Sun	Mon	Tues	Wed	Thur	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

### December - 17 days

Sun	Mon	Tues	Wed	Thur	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

76 days

	Half-Day Session
	Schools Closed

### Special Dates:

Independence Day (observed)	July 5, 2021
Teachers Report - Orientation	Sept. 1, 2021
Teacher Inservice (no school for students)	Sept. 2-3, 2021
Labor Day	Sept. 6, 2021
Students Report - Half-Day Session	Sept. 7, 2021
General Election	Nov. 2, 2021
Teachers' Convention	Nov. 4-5, 2021
Thanksgiving Recess	Nov. 25-26, 2021
Winter Recess	Dec. 24 - Dec. 31, 2021
Martin Luther King Day	Jan. 17, 2022
Presidents' Week*	Feb. 21-25, 2022
Good Friday	Apr. 15, 2022
Spring Recess*	Apr. 18-22, 2022
Memorial Day	May 30, 2022
Primary Election	June 7, 2022
Last Day of School	June 21, 2022

\* These days are tentative and schools may be opened to replace emergency or other school closings. Therefore, no plans which cannot be changed should be made for these days. This calendar may be altered as found necessary by the Lodi Board of Education. In lieu of state and federal holiday observance, the week of February 21, 2022 is established for their observance. First Reading: 2-24-21

### January - 20 days

Sun	Mon	Tues	Wed	Thur	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### February - 15 days

Sun	Mon	Tues	Wed	Thur	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

### March - 23 days

Sun	Mon	Tues	Wed	Thur	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

### April - 15 days

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

### May - 21 days

Sun	Mon	Tues	Wed	Thur	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### June - 15 days

Sun	Mon	Tues	Wed	Thur	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

109 days

Staff Days 2021: 76 days  
Staff Days 2022: 109 days  
Total School Days: 185 days

Balance of Unused Sick Days 6/2021:	_____
Sick Days Allowed for 2020-2021:	_____
Total Days:	_____
Sick Days Used During 2020-2021:	_____



## Domicile Investigations

Addendum Regular Meeting February 24, 2021

SCHOOL	DATE Investigation Completed	DOMICILED (YES)	DOMICILED (NO)
LHS	1/12/21		√
	Subtotal:	0	1
Total Investigations To Date:		62	31
Total Out of District Costs to Date:	\$		