WORKSHOP AGENDA
NOVEMBER 7, 2018

I. Salute to the Flag

II. Presiding Officer's Meeting Notice Statement

"I hereby call to order the Public Work Session Meeting of the Teaneck Board of Education, held on Wednesday, November 7, 2018, in the Eugene Field Administration Building, Margaret Angeli Staff Development Room, at 8:00 PM. Adequate notice of this meeting has been sent to the Record, filed with the Municipal Clerk of the Township of Teaneck, posted to the district website and posted inside the Teaneck Board of Education, One Merrison Street, on February 21, 2018."

III. Roll Call

Board Member	*Present*	*Absent*
Ms. Arjumand (Shahanaz)		
Ms. Fisher (Victoria)		
Mr. Ramirez (Martin)		
Mrs. Rappoport (Sarah)		
Mr. Rodriguez (Sebastian)		
Mr. Rose (Howard)		
Ms. Sanders (Denise)		
Dr. Walser (Ardie)		
Mrs. Williams (Clara)		

IV. Reaffirmation of 2018/19 District Goals

V. Superintendent's Report

- Board Presentations
    1. Human Resource Management Overview
    2. Strategic Plan Outline

VI. Public Comment (agenda ONLY)

A. Policy

B. Board Operations

C. School Operations and Curriculum

D. Personnel

VII. Public Comment (non-Agenda)

VIII. Executive Session (required)

IX. Adjournment

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Teaneck Public Schools

Goals for 2018-2019

GOAL 1: Students attending the Teaneck Public Schools will acquire the critical thinking skills, knowledge, and understanding to be successful global citizens in the twenty-first century.

GOAL 2: Teachers and administrators in the Teaneck Public Schools will continue the development of the skills, knowledge, and understanding necessary to support students.

GOAL 3: The Teaneck Public Schools will be proactive in creating safe and inclusive school environments for students and adults by utilizing support services available in the community.

GOAL 4: The Teaneck Public Schools will communicate effectively with parents and with the greater community.

GOAL 5: The Teaneck Public Schools will explore additional revenue sources to support goals 1-4 beyond local and state aid to further its educational mission.

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Any Board member who takes exception to any of the following listed actions under the category of Policy may so indicate now and a separate motion for each of the excepted actions will be entertained.

Be It Resolved, that the Teaneck Board of Education, upon the recommendation of the Superintendent of Schools, approves the FIRST OR SECOND READING following *revised or new* **Board Policies / Regulations** resolution:

1. 3431.1 Family Leave (Teaching Staff Members)
   4431.1 Family Leave (Support Staff Members)
   R7510 Use of School Facilities

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Policy 01 thru 01

Motion:	***Second:***			
Board Member	***Yes***	***No***	***Abstain***	***Absent***
Ms. Arjumand (Shahanaz)				
Ms. Fisher (Victoria)				
Mr. Ramirez (Martin)				
Mrs. Rappoport (Sarah)				
Mr. Rodriguez (Sebastian)				
Mr. Rose (Howard)				
Ms. Sanders (Denise)				
Dr. Walser (Ardie)				
Mrs. Williams (Clara)				

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Any Board member who takes exception to any of the following listed actions under the category of Board Operations may so indicate now and a separate motion for each of the excepted actions will be entertained.

Be It Resolved, that the Teaneck Board of Education, upon the recommendation of the Superintendent of Schools, approves the following Board Operations:

1. that the Board approve the Minutes of the Workshop and Regular Public Meeting held on September 5, September 12, October 3, and October 10, 2018.

   EXPLANATION: The Board must approve the Minutes of each meeting.

2. that the Board waive the provisions of Board Policy #7510 – Use of School Facilities for the 2018-2019 school year for the Teaneck Junior Soccer League for use of the Thomas Jefferson Middle School gymnasium at no cost. Teaneck High School and Benjamin Franklin Middle School gymnasiums at $27.68/hr. at (50%) rate.

   EXPLANATION: The Board must approve to waive any provisions of Board Policy by resolution.

3. that the Board waive the provisions of Board Policy #7510 Use of Facilities, for the 2018-2019 school year at no cost to the Girl Scout of Northern New Jersey, Troop#97205 for the use of Hawthorne Elementary School Classrooms for custodian and building use fees. The meeting dates are as follows: 11/16, 11/30, 12/7, 12/21, 1/4, 1/18, 2/1, 2/15, 3/1, 3/29, 4/12, 4/26, 5/10, 5/31, 6/7 and 6/21/19.

   EXPLANATION: The Board must approve to waive any provisions of Board Policy by resolution.

4. that the Board waive the provisions of Board Policy #7510 Use of School Facilities, for the 2018-2019 school year, at no cost to the Hawthorne PTA for the use of the Hawthorne Elementary School cafeteria and library for holding the PTA meetings for custodian and building use fees. The meeting dates are as follows: 12/6/18, 1/3/19, 2/7, 3/7, 3/22, 4/4, 5/2, 6/6 from 7:00pm - 8:30pm.

   EXPLANATION: The Board must approve to waive any provisions of Board Policy by resolution.

5. that the Board waive the provisions of Board Policy #7510 Use of School Facilities, for the 2018-2019 school year, at no cost to the Hawthorne PTA for the use of the Hawthorne Elementary School cafeteria and gymnasium for holding the Yoga and health screening for custodian and building use fees. The meeting dates are as follows: Jan. 15, 2019 & Jan. 17, 2019 from 7:00-9:00 pm.

   EXPLANATION: The Board must approve to waive any provisions of Board Policy by resolution.

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6. that the Board waive the provisions of Board Policy #7510 Use of School Facilities, for the 2018-2019 school year, at no cost to the Hawthorne PTA for the use of the Hawthorne Elementary School gymnasium for holding the Family Fun night and Fall and Spring Book Fair for custodian and building use fees. The meeting dates are as follows: Nov. 29, 2018 & Mar. 14, 2019 from 7:00-9:00 pm.

   EXPLANATION: The Board must approve to waive any provisions of Board Policy by resolution.

7. that the Board approve the use of Thomas Jefferson Middle School cafeteria on November 22, 2018, for a CommunityThanksgiving Dinner, from 1:00 pm to 4:00 pm.

   EXPLANATION: Princpal Angela Davis and some of the faculty from TJMS wish to serve a community Thanksgiving dinner. There are two (2) custodians, both of whom are willing to work (at no cost to the Board) with Ms. Davis on Thursday, November 22, 2018 to be on-site to support this initiative and to help with the clean-up after the dinner. With anticipated donations and support of the PTO, sufficient funds will be available to pay for the expense of the community dinner. There are approximately 100 people expected to attend the dinner including families from TJMS and from Bergen's Promise.

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Board Operations 01 thru 07

Motion:	***Second:***			
Board Member	***Yes***	***No***	***Abstain***	***Absent***
Ms. Arjumand (Shahanaz)				
Ms. Fisher (Victoria)				
Mr. Ramirez (Martin)				
Mrs. Rappoport (Sarah)				
Mr. Rodriguez (Sebastian)				
Mr. Rose (Howard)				
Ms. Sanders (Denise)				
Dr. Walser (Ardie)				
Mrs. Williams (Clara)				

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SCHOOL OPERATIONS and CURRICULUM

NOVEMBER 7, 2018

Any Board member who takes exception to any of the following listed actions under the category of School Operations and Curriculum may so indicate now and a separate motion for each of the excepted actions will be entertained.

Be It Resolved, that the Teaneck Board of Education, upon the recommendation of the Superintendent of Schools, approves the following **School Operations and Curriculum** resolutions:

1. that the Board approve payment to Eleanor Ketak, Educational Consultant for providing a multi-sensory reading group at non-public school Ben Porat Yosef, total cost not to exceed $9,627, Title I funds this program, Account # 20-231-100-320-92-58-I-P

   EXPLANATION: Ms. Ketak would provide a before school Orton-Gillingham multi-sensory reading group two days a week for academically at-risk students. Title I provides funding for consultants at non-public schools.

2. that the Board approve payment to Mind Research Institute to provide a half-day online professional development workshop to non-public Yeshivat He'Atid teachers using ST Math, total cost not to exceed $750. Title IIA monies would be used to fund this professional development workshop. Account #20-270-200-320-92-50-I-9.

   EXPLANATION: The Yeshivat He'Atid teachers use ST Math as the online component of their math curriculum. The workshop will help teachers clarify and better understand how the software can be used with their students and also teach them how to use the data reports to further individualize instruction for their students.

3. that the Board approve the following volunteers for the 2018-2019 school year:

Nathalie Adams	Matt Cribbs	Rita Falberg	Joure Farag	Susan Forman
Nanuli Gudushauri	Wallace Lee	Uzoamaka Njoku	Frank Ottochian	Amina Qanoongo
Lamont Toussaint	Marie Warnke	Cafreen Wilson Wint		

   EXPLANATION: Volunteers are approved by the Board pending criminal history review.

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4. that the Board authorize submission of a grant proposal to the New Jersey Department of Education for the Advanced Computer Science grant for the period of January 15, 2019 to June 30, 2020, in the amount of $100,000.

EXPLANATION: The Advanced Computer Science grant is a state-funded initiative. It is intended to expand student access and opportunities to participate in high-quality advanced computer science education. Funds will be used by Teaneck High School to develop standards-aligned computer science curricula and create the resources and supports necessary to ensure that students, teachers and schools are prepared for such courses. The project period is January 15, 2019-June 30, 2020. Teaneck High School will apply for the full $100,000 for which high schools are eligible If awarded the grant, Teaneck High School will be partnering with the New Jersey Center for Teaching and Learning to train and provide professional development for up to eight staff members (which could potentially allow the teachers to earn their computer science certification). The New Jersey Center for Teaching and Learning will also provide resources and classroom materials such as unit plans, presentations for direct instruction with formative assessment questions, activities, projects, quizzes, unit tests, and midterm test and AP test preparation. Teaneck High School would use grant funds to purchase additional resources for the AP computer science courses, include texts, hardware, software, and 3D printers.

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School Operations 01 thru 04

Motion:	***Second:***			
Board Member	***Yes***	***No***	***Abstain***	***Absent***
Ms. Arjumand (Shahanaz)				
Ms. Fisher (Victoria)				
Mr. Ramirez (Martin)				
Mrs. Rappoport (Sarah)				
Mr. Rodriguez (Sebastian)				
Mr. Rose (Howard)				
Ms. Sanders (Denise)				
Dr. Walser (Ardie)				
Mrs. Williams (Clara)				

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Any Board member who takes exception to any of the following listed actions under the category of Finance and Budget may so indicate now and a separate motion for each of the excepted actions will be entertained.

Be It Resolved, that the Teaneck Board of Education, upon the recommendation of the Superintendent of Schools, approves the following **Finance and Budget** resolutions:

1. that the Board approve payment of the following **2018-2019 bills and payroll**, as detailed in lists **attached** to the Minutes of this meeting, including adjustments to previously approved bill payments, and that the Business Administrator/Board Secretary be hereby authorized to release the warrants in payments of these bills per the list appended to and made part of the minutes.

   SEPTEMBER 1, 2018 through SEPTEMBER 30, 2018

FUND 10	$8,877,929.67
FUND 20	$384,522.41
FUND 60	$30,920.67
FUND 61	$96.05

   Total of Approved Payments $9,293,468.80

   EXPLANATION: These bills have been examined by a member of the Finance Committee and were found to be in order for Board approval.

2. that the Board approve 2018-2019 budget transfers, previously approved by a member of the Finance Committee, which are attached and a part of the official record.

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3. **WHEREAS**, the Board of Education has received the Report of the Board Secretary and the Report of the Treasurer of School Monies for the month of September 2018 and determined that both reports are in agreement; and
WHEREAS, in compliance with N.J.A.C. 6A:23A-16.10(c)3 the secretary has certified that, as of the date of the reports, no budgetary line item account has obligations and payments (contractual orders) which in total exceed the amount appropriated by the Board of Education except as noted; now
BE IT RESOLVED, that in compliance with N.J.A.C. 6A:23A-16.10(c)4, the Board of Education certifies that, after review of the secretary's monthly financial reports (appropriate section) and upon consultation with the appropriate district officials, to the best of its knowledge, no major account or fund has been over-expended in violation of N.J.A.C.6A:23A-16.10(c)4, and that sufficient funds are available to meet the district's financial obligations for the remainder of the year (which would become a part of the Minutes of this meeting); and
BE IT FURTHER RESOLVED, that pursuant to P.L. 2004 Ch. 73 (S-1701), the Board certifies that after a review of the Secretary's Monthly Financial Report and upon consultation with the appropriate district officials, that there are no budgetary transfers that cumulatively exceed 10% that would require the approval of the Executive County Superintendent.

4. that the Board approve the attached list of Professional Development for the staff indicated for professional improvement or development, as approved by the Superintendent, (Grant funded $27,458.33) (District funded $3,178.74) total cost $30,637.07.

   EXPLANATION: NJDOE requires approval by the Superintendent and the Board of Education for attendance at and reimbursement for seminars and conferences.

5. that the Board approve the attached list of Student Field Trips, as approved by the Superintendent, (Grant Funded $14,565.31) and (District Funded $1,744.62) (Parent Funded $11,736.81) total cost $28,046.74.

   EXPLANATION: NJDOE requires approval by the Superintendent and the Board of Education for attendance at and payment for student field trips.

6. that the Board approve the attached list of Student Fundraising activities by school.

   EXPLANATION: Proposed fundraising activities are approved by the Board.

7. that the Board approve the contracts, for out-of-district tuition, for students who would require a special education program during the 2018-2019 school year, as per the attached list.

   EXPLANATION: The schools listed would provide services to students in accordance with their respective IEPs.

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8. that the Board approve the contracts with those clinicians and agencies on the attached list who would provide related services and / or independent evaluations during the 2018-2019 school year.

EXPLANATION: These clinicians and agencies would provide services to students on an as-needed basis in accordance with their respective IEPs.

9. that the Board approve the contracts with those clinicians and agencies on the attached list who would provide related services and / or independent evaluations during the 2018-2019 school year.

EXPLANATION: These clinician entries are being revised to include all therapy services being provided to our students. These services did not appear on the original motion. The total amount has not changed.

10. that the Board accept with grateful appreciation a grant award of $1,500.00 to the Teaneck Public Schools from Perry and Gladys Rosenstein of the Puffin Foundation.

EXPLANATION: These funds would be used to pay a stipend to Mr. McMillan, Thomas Jefferson Gifted/Enrichment Teacher, for his work on the Kids Chronicle.

11. that the Board accept with grateful appreciation a donation of six framed New York City prints (listed below) from Howard Rose, estimated value of $500.

The Low Bridge (3)
The Public Library (2)
The Plaza at Central Park (1)

EXPLANATION: The Board extends thanks and appreciation to the Rose family for the donation.

12. that the Board acknowledge the Bryant Elementary School successfully conducted its first emergency school bus exit drill, in accordance with N.J.A.C. 6A:2711.2, at 8:15 am at the location of Bryant School Bus Lane off of Tryon Ave on October 10th 2018; Leslie Abrew oversaw the drill and was the staff member in charge. The following bus routes were included in the drill: Route #6 Buses A, C, D & E Vans V6A, V6B, V6C, BV1, BV2 and 3 – IN199.

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13. that the Board acknowledge the Whittier Elementary School successfully conducted its first emergency school bus exit drill, in accordance with N.J.A.C. 6A:2711.2, at 7:45 am at the location of Essex Street and West Englewood Avenue on October 17, 2018. Pedro Valdes oversaw the drill and Linda Harrison, Keith Orapello, Janine Lawler, Nina Lioneti, Emily Sloane & Alex Zarate were the staff members in charge. The following bus routes were included in the drill: Route #4 Buses A, B, C, D, E, F; Vans 4A, 4B, 4C & 4D.

14. that the Board acknowledge the Lowell Elementary School successfully conducted its first emergency school bus exit drill, in accordance with N.J.A.C. 6A:2711.2, at 8:40 am at the location of Lowell school parking lot on October 5, 2018; Rey Cruz oversaw the drill and Lisa Sgambati, Stacie Dibona, Alexis Ryerson & Zeno Cho were the staff members in charge. The following bus routes were included in the drill: Route #7 Buses A, B, C, D & E Vans LV1, LV2, & LV3.

15. that the Board acknowledge the Hawthorne Elementary School successfully conducted its first emergency school bus exit drill, in accordance with N.J.A.C. 6A:27 11.2, at 8:15 am at the location of Lucy Avenue on October 3, 2018; Emilio Jennette & Danielle Amato oversaw the drill and Maria Garvia Iglesias, Julianne Boyle, Amber Halpern, Ranisha McClendon, Rahena Loskor, Alberto Despaigne and Shantel Wilson were the staff members in charge. The following bus routes were included in the drill: Route #5 Buses A, B, & C Vans 5A, 5B, & HV1.

16. that the Board acknowledge the Benjamin Franklin Middle School successfully conducted its first emergency school bus exit drill, in accordance with N.J.A.C. 6A:2711.2, at 8:15 am at the location of Taft Road outside of the School on October 3rd, 2018; Marina Williams oversaw the drill and was the staff member in charge. The following bus routes were included in the drill: Vans BF1, BF2, BF3, BF4, and BF5.

17. that the Board acknowledge the Thomas Jefferson Middle School successfully conducted its first emergency school bus exit drill, in accordance with N.J.A.C. 6A:2711.2, at 3:00pm on October 1, 2018, at the location of the Fycke Lane Parking Lot & Salem Street Circle. Enoch Nyamekye oversaw the drills and was the staff member in charge. The following bus routes were included in the drill: Vans TJ1, TJ2 & TJ3.

18. that the Board acknowledge the Teaneck High School successfully conducted its first emergency school bus exit drill, in accordance with N.J.A.C. 6A:2711.2, at 3:00 pm on September 28, 2018 & at 3:00 pm on October 3, 2018 at the location on Elizabeth Ave outside of entrance; Kurt Ceresnak oversaw the drills and was the staff member in charge. The following bus routes were included in the drill: Vans THS1, THS2, IN387 & THS LIFT, Valley Transport, Protrans bus &Taher transport.

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19. that the Board approve payment to Roberta Weiss, teacher, to conduct specialized after-school tutoring, for Student ID #101106, during the 2018-2019 school year, after school for 30 mins., twice a week, not to exceed 32 hours, at the rate of $50.00 per hour, total cost not to exceed $1,600.

    EXPLANATION: The teacher would provide reading instruction in accordance with student's IEP.

20. that the Board approve the amendments to the Chapter 192/193 Non-Public Services grant for an increase in funding provided to Teaneck, as reflected in the funding statements appended to and made a part of the Minutes. This funding is provided to the Teaneck School District by the New Jersey Department of Education to provide additional Chapter 192, Compensatory Education, and Chapter 193, Supplemental Instruction, Annual Reviews, Initial Evaluations to determine eligibility for Special Education and Speech Services.

    EXPLANATION: The New Jersey Department of Education provides Chapter 192/193 additional funds on an as-needed basis for students who are parentally placed and attending non-public schools in the town of Teaneck. Increased funding as of October 19, 2018, was $11,155. reflecting an increase of 15 students enrolled in the non-public schools in the town of Teaneck, New Jersey. This money passes through from the State to the non-public schools; no District funds are involved.

21. that the Board approve the New Jersey Commission for the Blind and Visually Impaired, to provide Level 1 services to Students #97759, 103162, 100398, 103688, 93867, at the rate of $1,900 each; to provide Level 2 services to Student #93508 at the rate of $4,500, and to provide Student #100031 with Level 4 services at the rate of $14,300 during the 2018-2019 school year.

    EXPLANATION: These students receive additional services in accordance with their IEPs.

22. that the Board approve the Uniform Shared Services and Consolidated Act, N.J.S.A. 40A:65-1 et seq, agreement between the Township of Teaneck, in the County of Bergen and the Teaneck Board of Education located at 1 Merrison Street in collaboration with the Office of Emergency Management Solutions (OEM) for the provision providing emergency reception center at all school Facilities.

23. that the Board approve payment of $3,351.46 to Claire Scarano for 70.5 after-work hours performed during the months of January 2017 thru March 2017 prior to her official retirement on March 31, 2017. Payment will be drawn from the balance in the Teaneck Women Train and Work program.

    EXPLANATION: Mrs. Scarano provided additional services during the closing of Teaneck Women Train and Work program.

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24. that the Board approve the CHA Design/Construction solutions at 1639 Route 10 East, Suite 63, Parsippany, NJ 07054 as the ESIP Engineers for the 2018-2019 school year.

Finance and Budget 01 thru 24

Motion:	***Second:***			
Board Member	***Yes***	***No***	***Abstain***	***Absent***
Ms. Arjumand (Shahanaz)				
Ms. Fisher (Victoria)				
Mr. Ramirez (Martin)				
Mrs. Rappoport (Sarah)				
Mr. Rodriguez (Sebastian)				
Mr. Rose (Howard)				
Ms. Sanders (Denise)				
Dr. Walser (Ardie)				
Mrs. Williams (Clara)				

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1. that the Board approve the following certificated staff appointments for the 2018-2019 school year, following a 90-day probationary period, effective date as indicated, pending criminal history review:

   a. Esin Sasmaz, Special Education Teacher (Math/Science), at an annual of $80,000 (TTEA Guide MA+32/Step 8), assigned to Thomas Jefferson Middle School, effective October 15, 2018 through June 30, 2019, replacing Jessi Van Buren, resigned (PC#:10-11-34/bvr).

   b. Mary Lorencovitz, Guidance Counselor, at an annual salary of $61,200 (TTEA Guide MA/Step 2), assigned to Teaneck High School, effective November 15, 2018 through June 30, 2019, replacing Kelvin Reese, resigned (PC#: 10-12-73/ahd).

   c. Bettina Peets, Dance Teacher, at an annual salary of $67,000 (TTEA Guide BA/Step 9), assigned to Teaneck High School, effective October 01, 2018 through June 30, 2019, replacing Diana Baer, retired, (PC#:10-12-06/ags).

   d. Andres Munoz, Mathematics Teacher, at an annual salary of $67,000 (TTEA Guide MA/Step 6), assigned to Teaneck High School effective October 01, 2018 through June 30, 2019, new position.

   e. Falilou Seck, French Teacher, at an annual salary of $66,500 (TTEA Guide MA+32/Step 2) Teaneck High School, effective October 01, 2018 through June 30, 2019, replacing Catherine Dalal, retired (PC#:10-12-06/ags).

   EXPLANATION: The Board approves the appointment of certificated staff members.

   Item a. - Updated to reflect correct start date.
   Item c. - Updated to reflect correct start date.
   Item d. - Updated to reflect correct start date.
   Item e. - Updated to reflect correct start date

2. that the Board approve the following non-certificated staff appointment for the 2018-2019 school year, following a 90-day probationary period, effective date as indicated, pending criminal history review:

   a. Llewelyn Peterkin, General Mechanic, at an annual salary of $47,540 (Maintenance Guide/ Step 2) assigned to Operations and Maintenance, effective on a date to be determined, replacing Brian Taylor. (PC#: 52-16-89/box).

   EXPLANATION: The Board approves the appointment of non-certificated staff.

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3. that the Board approve the following leaves of absence for the dates and reasons indicated:

   a. Goldie Mincowitz, Mathematics Teacher, Teaneck High School medical leave with pay from September 04, 2018 through October 26, 2018, using 36 personal illness days.

   b. Randy Allshouse, Secretary, Teaneck High School, unpaid medical leave with no benefits from November 06, 2018 to a date to be determined.

   EXPLANATION: The Board approves leaves based upon Superintendent recommendation

   Item a. - Updated for the record.
   Item b. - Leave update.

4. that the Board accept the resignation of the following staff members:

   a. Erica Cohen, Special Education Teacher, Thomas Jefferson Middle School, effective December 17, 2018.

   b. Trecia Mohan-Soares, Elementary Teacher, Lowell Elementary School, effective December December 14, 2018.

   EXPLANATION: The Board accepts the resignation of district staff members.

5. that the Board approve the certificated staff transfer of Carole Petit-Bielen, French Teacher at Thomas Jefferson Middle School (PC#: 10-11-06/cdr) to French Teacher at Teaneck High School (PC#: 10-12-06/cdy), effective on a date to be determined.

   EXPLANATION: The Board approves the transfer of teaching staff members based upon the Superintendent's recommendation.

   Ms. Petit-Bielen is replacing Mr. Benimapi Coulibaly (resigned). Ms. Petit-Bielen will not be transferred until a suitable replacement is found for her position at Thomas Jefferson.

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6. that the Board approve the following teachers serving as teacher mentor to provisional certified novice teachers as required under the New Jersey Department of Education Provisional Teacher Process:

Novice Teacher	Mentor Teacher	School
a. Amanda Detrick	Merin Matarazzo	Benjamin Franklin Middle School
b. Shanice Jackson	Eileen Mursch	Benjamin Franklin Middle School

EXPLANATION: The Board approves the appointment of teacher mentors for provisional teachers in accordance with New Jersey Department of Education guidelines.

Item a. - Principal requests change of mentor.
Item b. - Principal requests change of mentor.

7. that the Board approve payment to the following high school teachers, for assuming a sixth period assignment, on a temporary basis, at their negotiated contractual per class rate, effective September 13, 2018 through October 26, 2018, payment upon submission of appropriate payroll bill form each pay date, employees will receive payment on subsequent pay date:

Name	Subject	Rate
a. Summer Pirro	Mathematics	$60.00 (BA)
b. Sharon Bellin	Mathematics	$80.00 (MA+32)
c. Sunleatha Carter	Mathematics	$90.00 (DOC)
d. Ken Chung	Mathematics	$80.00 (MA+32)

EXPLANATION: The Board approves the compensation of teachers who teach additional periods.

8. that the Board approve payment to the following non-tenured instructional staff for participating in a four hour Saturday Foundation Training session on September 15, 2018, in an amount not to exceed $200 each:

a. Maria Garcia-Iglesias
b. Amanda Maikisch

EXPLANATION: These participants were not included on the original Foundation Training list on September 12, 2018.

9. that the Board approve Maria Garcia-Iglesias on the list of Home Instructors to be employed, on an as needed basis, at $50.00 per hour, during the 2018-2019 school year.

EXPLANATION: The Board approves the appointment of teaching staff members providing home instruction.

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10. that the Board approves the following Student Teacher Practicum assignment, for the 2018-2019 school year:

    a. Jasmine Williams, Montclair State University, assigned to Whittier Elementary School from November 21, 2018 to December 17, 2018.

    EXPLANATION: The Board approves college students completing their student practicum assignments in district to satisfy their graduate requirements.

11. that the Board approve the following Fairleigh Dickinson University students for the 2018-2019 school year, pending criminal criminal history review and medical clearance:

    a. Corey Zeller
    b. Amy Caruso
    c. Libby Bell
    d. Maciej Autuch
    e. Julia Shea
    f. Moric Budinsky
    g. Adam Frank
    h. Amanda Fitzgerald
    i. Natalia Toby

    EXPLANATION: The Board approves students serving as volunteers in the school district.

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12. that the Board approve payment to the following teachers (pending student enrollment) for conducting an After-School Reading & Mathematics Support Program at Hawthorne School from December 04, 2018 through March 28, 2019 for each Tuesday and Thursday. The following certificated staff to be paid at the contractual rate of $50/hour.

    Title I Funded Program:

    11 Instructional Positions: (Six (6) instructors up to 30 hours at $50/hour, totaling $9,000) (Five (5) instructors serving as bus/walker proctors 37.5 hours at $50/hour, totaling $9,375) Total Cost = $18,375:

    a. Deborah Nicotera
    b. Amber Halpern
    c. Tawana Smith
    d. Jemara Blount
    e. Kara Lindner
    f. Betty Garcia
    g. Amanda Meller
    h. Stephanie McKee
    i. Colette Brantley
    j. Saundra Warren-Givens
    k. Michele DiLullo

    Total Program Cost: $18,375.00

    EXPLANATION: The Board approves payment to employees who participate in after-school instructional programs.

13. that the Board approve the following per diem substitute teachers for the 2018-2019 school year, at a rate of $120 per day, pending criminal history review:

    a. Fazal Aslam
    b. Dalia Cohen
    c. I'india Davenport
    d. Inez Johnson
    e. Michelle McMillan
    f. Rhona Vega
    g. Tyler Williams

    EXPLANATION: The Board approves the appointment of substitute teachers.

14. that the Board approve the following substitute custodian for the 2018-2019 school year:

    a. Lancewell Lawrence

    EXPLANATION: The Board approves the appointment of substitute custodians

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15. that the Board approve the following Extra Pay for Extra Work assignments, for the 2018-2019 school year, at Hawthorne Elementary School, stipends in accordance with TTEA contract:

Staff Member	Activity	Stipend Amount
a. Amber Halpern	Safety Patrol	$273
b. Amanda Meller	Safety Patrol	$273
c. Jemara Blount	Breakfast Club	$623
d. Suzanne O'toole	Breakfast Club	$623

EXPLANATION: The Board approves payment of staff for clubs and activities throughout the school year.

16. that the Board approves the following Extra Pay for Extra Assignments, for the 2018-2019 school year, at Teaneck High School, stipends in accordance with TTEA contract.

Staff Member	Activity	Stipend Amount
a. Jean McVerry	Drama - Technical Director	$1,764
b. Eileen Hillman	Yearbook Business Advisor	$2,473
c. Daniel Olender	Model UN	$2,000

EXPLANATION: The Board approves payment of staff for clubs and activities throughout the school years.

Item a. - Replacing Debra Elwell who was previously approved for the assignment.

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17. that the Board approve the following Extra Pay for Extra Work assignments, for the 2018-2019 school year, at Thomas Jefferson Middle School, stipends in accordance with TTEA contract:

Staff Member	**Activity**	**Stipend Amount**
a. Danielle Lawlor	Physical Education Intramurals (B/G)	$1,758.80
b. Matthew Green	Physical Education Intramurals (B&G)	$1,758.80
c. Glen Mezzatesta	Physical Education Intramurals (B&G)	$1,758.80
d. George Prepis	Physical Education Intramurals (B&G)	$1,758.80
e. Tracy Wells	Physical Education Intramurals (B&G)	$1,758.80
f. Joey Hochgesang	Chorus 5th & 6th Grade	$1,047
g. Molly Neff	Chorus 5th & 6th Grade	$1,047
h. Joey Hochgesang	Chorus 7th & 8th Grade	$1,047
i. Molly Neff	Chorus 7th & 8th Grade	$1,047
j. Brittany Eisele	Visual Arts	$2,388
k.Sue Luckman Jacobs	Publicity	$621
l. Terrie Roberts	Library Council	$731
m. Nina Odood	Drama Assistant Director	$731
n. Susan Reis	Treasurer	$1,194
o. Joanne Appel	Treasurer	$1,194

EXPLANATION: The Board approves the payment of staff for clubs and activities throughout the school year.

Item n. - Revised to include the splitting of the position. Ms. Reis will be retiring before the close of the school year. Ms. Appel will split this position with Ms. Reis for the 2018-2019 school year.

18. that the Board approve the following Extra Pay for Extra Work assignments, for the 2018-2019 school year, at Benjamin Franklin Middle School, stipend in accordance with TTEA Contract:

a. Jessie Gorant, National Junior Honor Society, stipend amount $1,864.

EXPLANATION: The Board approves payment of staff for clubs and activities throughout the school year.

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19. that the Board approve the following winter coaches for the 2018-2019 school year:

Name	Assignment	Stipend Amount
a. Daniel Jones	Assistant Coach Boys Basketball	$5,661.00
b. Tim Lynch	Assistant Coach Boys Basketball	$5,661.00
c. Troy Roberts	Assistant Coach Boys Basketball	$5,661.00
d. Jessica Ruffin	Assistant Coach Girls Basketball	$5,661.00
e. Sarah Duffy Lawrence	Head Coach Fencing	$6,795.00
f. Danielle Jones	Assistant Coach Fencing	$4,529.00
g. Krystal Jones	Volunteer Coach Fencing	No Pay
h. Daniel Henry	Asst. Coach Indoor Track Boys & Girls	$4,529.00
i. Daniel Henry	Assistant Coach Girls Track	$5,661.00

EXPLANATION: The Board approves payment to coaches for athletics and extracurricular activities.

20. that the Board approve Geri Stack, for serving as Web Content Manager, during the 2018-2019 school year, from September 01, 2018 through August 31, 2019, stipend amount $3,600.

EXPLANATION: The Board approves employees managing the content on the district website. The job duties and title for this position was revised. Ms. Stack was previously approved on the September 2018 Board agenda.

21. that the Board approve the appointment of Mickell Taylor, as Middle School Athletics Adviser for the 2018-2019 school year, stipend amount $10,000.

EXPLANATION: The Board approves payment of staff for clubs and activities throughout the school year.

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22. that the Board approve the following FORUM staff who would serve as chaperones on field trips sponsored by the Teaneck Recreation Department, during the 2018-2019 school year, utilizing substitutes on an as-needed basis:

Substitute staff: Shenijah Curtis, Giannil Hidalgo, Owen Barnes, Yris Acevedo, Yvonne Witter, Youth Development Specialist, TBD.

Field Trip	**Date**	**Staff**
Radio City Music Hall Christmas Spectacular New York, NY	12/03/2018 (Monday)	Nick Campestre Owen Barnes
NBA Basketball Brooklyn Nets vs. Boston Celtics Barclays Center Brooklyn, NY	01/14/2019 (Monday)	Giannil Hidalgo Shenijah Curtis
NBA Basketball Brooklyn Nets vs. Washington Wizards Barclays Center Brooklyn, NY	02/27/2019 (Wednesday)	Yvonne Witter Giannil Hidalgo
Humdinger Paramus, NJ	03/18/2019 (Monday)	Shenijah Curtis Yris Acevedo
Medieval Times Lyndhurst, NJ	Date to TBD	Yris Acevedo Yvonne Witter

EXPLANATION: The Board approves chaperones that would accompany students aged 13 to 19 years old on these trips, at an adult to student ratio of 1:6.

23. that the Board approve the following chaperones/advisors for the Annual Fall Play, November 16, 2018 and November 18, 2018 at 8 pm, November 18, 2018 at 3 pm, at $50 per hour:

a. Lourdes Melendez
b. Yvette Ortega-Ulubay
c. Mary Lorencovitz

EXPLANATION: The Board approves the district staff members to serve as chaperones/advisors for extra curricular activities.

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24. that the Board approve the following chaperones/advisors for the 6th Annual Volleyball Marathon, November 17, 2018 from, 8:30 pm to 2:30 pm, at $50 per hour:

    a. Adriana Lagomarsino
    b. James Lagomarsino
    c. Charlotte LoSchiavo
    d. Lance Parham

    EXPLANATION: The Board approves the district staff members to serve as chaperones/advisors for extra curricular activities.

25. that the Board approve the following chaperones/advisors, for the 3rd annual Homecoming Dance, November 20, 2018 from 6 pm to 10 pm, at $50 per hour:

    a. Charlotte LoSchiavo
    b. Sean Holland
    c. Nicole Cooper
    d. John Paladino

    EXPLANATION: The Board approves the district staff members to serve as chaperones/advisors for extra curricular activities.

26. that the Board approve the following for the Annual Homecoming Pep Rally, November 22, 2018, from 4:30 pm to 7:30 pm, at $50 per hour:

    a. Andrew Bellin
    b. Sharon Bellin
    c. Jason McDonald
    d. Edward Klimek
    e. Lance Parham

    EXPLANATION: The Board approves the district staff members to serve as security for extra curricular activities.

27. that the Board approve the following job description (attachment) for the 2018-2019 school year:

    a. Director of Technology (off-guide).

    EXPLANATION: The Board approves job descriptions of newly created positions.

28. that the Board approve the revision and title change of the following job description (attachment) for the 2018-2019 school year:

    a. Supervisor of Early Childhood/Master Teacher

    EXPLANATION: The Board approves job descriptions of newly created positions. The Master Teacher - Early Childhood job description is being revised to include supervisor duties. The job description was previously approved on the September 2018 Board agenda.

29. that the Board approve the following individuals be remunerated for work for the Teaneck Community Education Center's Hawthorne SACC program, working as aides for the 2018-2019 school year, in amounts not to exceed that listed.

Name	**Avg. hrs/day**	**Maximum Remuneration**
Sarfraz Moin	2.5 hours	$4,000
Anisa Khan	1 hour	$1,800

    EXPLANATION: Enrollment at the Hawthorne SACC program has increased since September. Another aide needs to be hired and an AM shift needs to be added.

30. that the Board approve Adrienne Williams for conducting 3 training sessions (Harassment, Intimidation and Bullying, Behavior Management and DYFS child abuse/neglect reporting) for the SACC and WRAP staff.

Name	**Maximum Remunerated**
Adrienne Williams	$312

    EXPLANATION: Ms. Williams will run three (3) training sessions to Teaneck Community Education Center, TCEC's SACC & WRAP staff to include HIB training, Behavior Management & DYFS child abuse/neglect reporting. These trainings help TCEC satisfy the State requirement for 12 hours of staff training per year.

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Personnel 01 thru 30

Motion:	***Second:***			
Board Member	***Yes***	***No***	***Abstain***	***Absent***
Ms. Arjumand (Shahanaz)				
Ms. Fisher (Victoria)				
Mr. Ramirez (Martin)				
Mrs. Rappoport (Sarah)				
Mr. Rodriguez (Sebastian)				
Mr. Rose (Howard)				
Ms. Sanders (Denise)				
Dr. Walser (Ardie)				
Mrs. Williams (Clara)				

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

3431.1 FAMILY LEAVE

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A. Introduction

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

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

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

B. Applicability

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

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1. If the staff member is eligible for leave for reasons provided under the FMLA and NJFLA, then the time taken shall be concurrent and be applied to both laws.

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

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

C. Definitions

1. Federal Family and Medical Leave Act (FMLA)

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

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

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

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

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

"Next of kin of a covered servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the

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designated individual shall be deemed to be the covered servicemember's only next of kin. For example, if a covered servicemember has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered servicemember's next of kin. Alternatively, where a covered servicemember has a sibling(s) and designates a cousin as his or her next of kin for FMLA purposes, then only the designated cousin is eligible as the covered servicemember's next of kin. An employer is permitted to require an employee to provide confirmation of covered family relationship to the covered servicemember pursuant to 29 CFR §825.122(k). 29 CFR §825.127(d)(3)

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

~~"Son" or "daughter" means a biological, adopted or foster child, stepchild, legal ward, or a child of a person standing in loco parentis, who is under eighteen years of age or eighteen years of age or older but incapable of self-care because of a mental or physical impairment.~~

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

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

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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.**

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

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

b. In the case of a covered veteran, an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:

(1) A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or

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(2) **A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of fifty percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or**

(3) **A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or**

(4) **An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers. 29 CFR §825.127(c)**

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

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

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

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

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

~~"Week" is the number of days an employee normally works each calendar week.~~

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

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

2. New Jersey Family Leave Act (NJFLA)

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

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

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

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

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

~~"Week" is the number of days an employee normally works each calendar week.~~

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

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

D. Eligibility

1. Federal Family and Medical Leave Act (FMLA)

A staff member shall become eligible for FMLA leave after he/she has been employed at least twelve months in this district and employed for at least 1250 hours of service during the twelve-month period immediately preceding the commencement of the leave. The twelve months the staff member must have been employed need not be consecutive months pursuant to 29 CFR ~~Part~~ §825~~.Section~~.110(b). The minimum 1250 hours of service shall be determined according to the principles established under the Fair Labor Standards Act (FSLA) for determining compensable hours of work pursuant to 29 CFR ~~Part~~ §785. Entitlement to FMLA leave taken for the birth of a son or daughter or placement of a son or daughter with the staff member for adoption or foster care shall expire at the end of the twelve-month period beginning on the date of such birth or placement.

Pursuant to 29 CFR ~~Part~~ §825~~.Section 202~~**.201**, a husband and wife both employed by the district are limited to a combined total of twelve weeks of leave during the twelve-month period if the leave is taken for the birth of a son or daughter of the staff member or to care for such son or daughter after birth; for placement of a son or daughter with the staff member for adoption or foster care or in order to care for the ~~spouse,~~ son~~,~~ **or** daughter **after placement;** or **to care for** ~~parent of~~ the staff member**'s parent** with a serious health condition.

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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.

__ - the staff member's employment anniversary date.

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

X - a "rolling" twelve month period measured backward from the date a staff member uses any family leave.]

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

2. New Jersey Family Leave Act (NJFLA)

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

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

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

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

[Select one option

__ - the calendar year.

__ - a school year.

__ - the staff member's employment anniversary date.

__ - the twenty-four month period measured forward from when the staff member's first leave begins.

X - a "rolling" twenty-four month period measured backward from the date a staff member uses any leave.]

E. Types of Leave

1. Federal Family and Medical Leave Act (FMLA)

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

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a. Leave for the birth of a son or daughter or placement of a son or daughter with the staff member for adoption or foster care **[Board option – may or may not]** be taken by a staff member intermittently or on a reduced leave schedule.

b. Leave may be taken intermittently or on a reduced leave schedule when medically necessary for planned and/or unanticipated medical treatment of a related serious health condition by or under the supervision of a health care provider, or for recovery from treatment or recovery from a serious health condition.

c. Intermittent leave means leave scheduled for periods of time from one hour or more to several weeks; however, the total time within which the leave is taken can not exceed a twelve month period for each serious health condition episode. Intermittent leave may be taken for a serious health condition that requires periodic treatment by a health care provider, rather than one continuous period of time. Intermittent leave may also be taken for absences where the staff member is incapacitated or unable to perform the essential functions of the position because of a serious health condition even if the staff member does not receive treatment by a health care provider. The staff member shall make a reasonable effort to schedule intermittent leave so as not to unduly disrupt the operations of the instructional/educational program.

d. Reduced leave means leave scheduled for fewer than the staff member's usual number of hours worked per workweek, but not fewer than a staff member's usual number of hours worked per workday, unless otherwise agreed to by the staff member and the district. A staff member is entitled, at the option of the staff member, to take leave on a reduced leave schedule not exceeding twenty-four consecutive weeks. The staff member shall make a reasonable effort to schedule reduced leave so as not to unduly disrupt the operations of the instructional/educational program. The staff member shall

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provide the district prior notice of the care, medical treatment or continuing supervision by a health care provider necessary due to a serious health condition of a family member in a manner that is reasonable and practicable. Leave taken on a reduced leave schedule shall not result in a reduction of the total amount of leave to which a staff member is entitled.

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

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

f. "Instructional employees" as defined in 29 CFR §825~~—Section~~.600(c) are those staff members whose principal function is to teach and instruct students in class, a small group, or in an individual setting. This term includes teachers, athletic coaches, driving instructors, and special education assistants, such as signers for the hearing impaired. Teacher assistants or aides who do not have as their principal job actual teaching or instructing, guidance counselors, child study team members, curriculum specialists, cafeteria workers, maintenance workers and/or bus drivers are not considered instructional employees for the purposes of this policy. Semester as defined in 29 CFR §825~~—Section~~.602(a)(3)(b) means the school semester that typically ends near the end of the calendar year and the end of the spring each school year. A school district can have no more than two semesters in a school year.

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~~i.~~**(1)** Leave taken at the end of the school year and continues into the beginning of the next school year is considered consecutive leave.

~~ii.~~**(2)** In accordance with 29 CFR §825~~.Section~~.601(a)(1), eligible instructional staff members that need intermittent or reduced leave to care for a family member, or for the staff member's own serious health condition which is foreseeable based on planned medical treatment and the staff member would be on leave more than twenty percent of the total number of working days over the period the leave would extend, the district:

(a) May require the staff member to take the leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or

(b) Transfer the staff member temporarily to an available alternative position for which the staff member is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the staff member's regular position.

~~iii.~~**(3)** **In accordance with 29 CFR §825.601, i**~~I~~f the instructional staff member does not give the required notice for leave that is foreseeable and desires the leave to be taken intermittently or on a reduced leave schedule, the district may require the staff member to take leave of a particular duration, or to transfer temporarily to an alternative position. Alternatively, the district may require the staff member to delay taking the leave until the notice provision is met.

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~~iv.~~**(4)** In accordance with 29 CFR §825~~Section~~.602, if an instructional staff member begins leave more than five weeks before the end of the school year, the district may require the staff member to continue taking leave until the end of the semester if:

(a) The leave will last three weeks~~;~~, and

(b) The staff member would return to work during the three-week period before the end of the semester.

~~v.~~**(5)** In accordance with 29 CFR §825~~Section~~.602, if an instructional staff member begins leave for a purpose other than the staff member's own serious health condition during the five-week period before the end of the semester, the district may require the staff member to continue taking leave until the end of the semester if:

(a) The leave will last more than two weeks; and

(b) The ~~employee~~ **staff member** would return to work during the two-week period before the end of the semester.

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

~~vi.~~**(6)** In accordance with 29 CFR §825~~Section~~.602, if an instructional staff member begins leave for a purpose other than the staff member's own serious health condition during the three week period before the end of a semester, the district may require the staff member to continue taking leave until the end of the semester if the leave will last more than five working days.

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~~vii.~~(7) In the event the district requires the instructional staff member to take additional leave to the end of the semester in accordance with **(4)** ~~iv.~~, **(5)** ~~v.~~, or **(6)** ~~vi.~~ above, the additional leave days shall not be counted as FMLA leave.

g. **Servicemember qualifying exigency leave may arise out of the foreign deployment of the staff member's spouse, child, or parent 29 CFR §§825.122 and 126:**

(1) **The district must grant an eligible staff member up to twelve work weeks of unpaid, job-protected leave during any twelve-month period for qualifying exigencies that arise when the staff member's spouse, child, or parent is on covered active duty, or has been notified of an impending call or order to covered active duty.**

(2) **The military member must be the spouse, son, daughter, or parent of the staff member taking FMLA exigency leave.**

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

(a) **Short-notice deployment:**

i. **Notification of duty seven or less calendar days prior to date of deployment;**

ii. **Leave can be used for a period of seven calendar days beginning on the date the military member is notified.**

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

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

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

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

(e) Counseling, provided by someone other than a health care provider for oneself, for the military member, or qualified child, if the need arises from the covered active duty or call to covered active duty status of the military member.

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(f) **Rest and Recuperation (R&R) to spend time with the military member on short-term, temporary R&R leave during a term of deployment:**

i. **Can be used for a period of fifteen calendar days beginning on the date the military member commences each instance of R&R leave.**

(g) **Post-deployment activities such as ceremonies or briefings including any that arise from the death of the military member while on covered active duty.**

(h) **Parental care for one meeting the definition of a "parent" and incapable of self care including: arranging alternative care; providing care on an immediate need basis; and to attend meetings or arrange services at a care facility.**

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

h. **Military caregiver leave provides care for a covered servicemember with a serious injury or illness 29 CFR §§825.122 and 127:**

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

(a) **The eligible staff member must be the spouse, son, daughter, parent, or next of kin of the covered servicemember.**

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(b) The staff member is limited to a combined total of twenty-six workweeks for any FMLA-qualifying reasons during the single twelve-month period. Up to twelve of the twenty-six weeks may be for an FMLA-qualifying reason other than military caregiver leave.

(c) Spouses who are eligible for FMLA leave and are employed by the same covered employer may be limited to a combined total of twenty-six workweeks of leave during a single twelve-month period if the leave is taken for birth of the employee's son or daughter or to care for the child after birth, for placement of a son or daughter with the employee for adoption or foster care, or to care for the child after placement, to care for the employee's parent with a serious health condition, or to care for a covered servicemember with a serious injury or illness. If one spouse is ineligible for FMLA leave, the other spouse would be entitled to a full twenty-six workweeks of FMLA leave.

(2) Leave entitlement is applied on a per-covered-servicemember, per-injury basis.

(a) The staff member may take an additional twenty-six weeks of leave if the leave is to care for different covered servicemembers or to care for the same servicemember with a subsequent serious injury or illness, except that no more than twenty-six weeks of leave may be taken within any single twelve-month period.

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(b) An eligible staff member may take military caregiver leave to care for more than one current service member or covered veteran at the same time or for the same family member with the same serious injury or illness both when the family member is a current servicemember and when the family member is a veteran.

(c) Military caregiver leave may be taken by eligible staff members whose family members are recent veterans with serious injuries or illnesses incurred or aggravated in the line of duty on active duty, and that manifested before or after the veteran left active duty.

2. New Jersey Family Leave Act (NJFLA)

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

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

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b. Reduced leave means leave scheduled for fewer than the staff member's usual number of hours worked per workweek, but not fewer than a staff member's usual number of hours worked per workday, unless otherwise agreed to by the staff member and the district. A staff member is entitled, at the option of the staff member, to take leave on a reduced leave schedule for a period not exceeding twenty-four consecutive weeks. The staff member is not entitled to take the leave on a reduced leave schedule without an agreement between the staff member and the district if the leave is taken for the birth or adoption of a healthy child. The staff member shall make a reasonable effort to schedule reduced leave so as not to unduly disrupt the operations of the instructional/educational program. The staff member shall provide the district prior notice of the care, medical treatment or continuing supervision by a health care provider necessary due to a serious health condition of a family member in a manner that is reasonable and practicable. Leave taken on a reduced leave schedule shall not result in a reduction of the total amount of leave to which a staff member is entitled.

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

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

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F. Notice

1. Federal Family and Medical Leave Act (FMLA)

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

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

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

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

2. New Jersey Family Leave Act (NJFLA)

a. Foreseeable Leave - A staff member eligible for NJFLA leave must give at least a thirty day advance written notice to the Superintendent of the need to take family leave except where the need to take family leave is not foreseeable.

~~i.~~**(1)** Notice for leave to be taken for the birth or placement of the child for adoption shall be given at least thirty days prior to the commencement of the leave, except that if the date of the birth or adoption requires leave to begin in less than thirty days, the ~~employee~~ **staff member** shall provide such notice that is reasonable and practicable.

~~ii.~~**(2)** Notice for leave to be taken for the serious health condition of a family member shall be given at least fifteen days prior to the commencement of leave, except that if the date of the treatment or supervision requires leave to begin in less than fifteen days, the staff member shall provide such notice that is reasonable and practicable.

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~~iii.~~(3) When the HR Department is not made aware that a staff member was absent for family leave reasons and the staff member wants to request the leave be counted as family leave, the staff member must provide timely notice within two business days of returning to work to have the time considered for family leave in accordance with the Family Leave Act.

b. Unforeseeable Leave - When the need for leave is not foreseeable, the staff member must provide notice "as soon as practicable" which shall be at least verbal notice to the HR Department within one or two business days of the staff member learning of the need to take family leave. Whenever emergent circumstances make written notice impracticable, the staff member may give verbal notice to the HR Department, but any verbal notice must be followed by written notice delivered within Ten (10) working days.

G. Leave Designation

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

H. Benefits

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

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

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

~~___ unpaid leave.~~

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~~___ paid leave, subject to any applicable negotiated agreements.~~

~~___ a combination of paid and unpaid leave, subject to any applicable negotiated agreements.~~

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

I. Returning from Leave

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

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

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

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

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

1. The continuation, onset or recurrence of a serious health condition of the staff member; or

2. Circumstances beyond the staff member's control.

J. Ineligible Staff Members

1. Federal Family and Medical Leave Act (FMLA)

The district may deny job restoration after FMLA leave if the staff member is a "key employee" as defined in 29 CFR §825~~.Section~~.217 if such denial is necessary to prevent substantial and grievous economic injury to the district or the district may delay restoration to a staff member who fails to provide a fitness for duty certificate to return to work for leave that was the staff member's own serious health condition. A "key employee" is a salaried, staff member who is among the highest paid ten percent of the school district staff employed by the district within 75 miles of the worksite. No more than ten percent of the school district staff within 75 miles of the worksite may be "key employees."

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

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

2. New Jersey Family Leave Act

The district may deny family leave to the staff member if the staff member is a salaried employee who is among the highest paid five percent of the school district staff or one of the seven highest paid employees of the district, whichever is greater, if the denial is necessary to prevent substantial and grievous economic injury to the school district's operations. The HR manager shall

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notify the staff member of the intent to deny the leave at the time the HR manager determines the denial is necessary. If the leave has already commenced at the time of the district's notification of denial, the staff member shall be permitted to return to work within ten working days of the date of notification.

K. Verification of Leave

1. Federal Family and Medical Leave Act (FMLA)

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

The certification must meet the requirements of 29 CFR ~~Section~~ §§825.306**, 309, and 310** to include: which part of the definition of "serious health condition" applies; the approximate date the serious health condition commenced and its probable duration; whether it will be necessary for the staff member to take intermittent and/or reduced leave; whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity; if

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additional treatments will be required for the condition; and/or if the patient's incapacity will be intermittent or will require reduced leave. The certification of a serious health condition of a family member of the staff member shall be sufficient if it states the date on which the condition commenced, the probable duration of the condition, and the medical facts within the provider's knowledge regarding the condition. Certification for the birth or placement of a child need only state the date of birth or date of placement.

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

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

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

2. New Jersey Family Leave Act

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

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

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L. Interference with Family Leave Rights

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

M. Non-Tenured Teaching Staff

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

N. Record Keeping

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

O. Processing of Complaints

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

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

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

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

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

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

~~29 U.S.C. 2601 et seq.~~
29 **CFR** ~~C.F.R.~~ §825.~~200~~ et seq.
29 CFR §785
N.J.S.A. ~~34:11B-1 et seq.~~ **10:5-1**
N.J.A.C. 13:14-1 et seq.

Adopted:

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

4431.1 FAMILY LEAVE

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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

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F. Notice

1. Federal Family and Medical Leave Act

a. Foreseeable Leave
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2. New Jersey Family Leave Act

a. Foreseeable Leave
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G. Leave Designation

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1. Federal Family and Medical Leave Act
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A. Introduction

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

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

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

B. Applicability

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

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1. If the staff member is eligible for leave for reasons provided under the FMLA and NJFLA, then the time taken shall be concurrent and be applied to both laws.

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

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

C. Definitions

1. Federal Family and Medical Leave Act (FMLA)

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

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

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

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

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

"Next of kin of a covered servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin. For example, if a covered

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servicemember has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered servicemember's next of kin. Alternatively, where a covered servicemember has a sibling(s) and designates a cousin as his or her next of kin for FMLA purposes, then only the designated cousin is eligible as the covered servicemember's next of kin. An employer is permitted to require an employee to provide confirmation of covered family relationship to the covered servicemember pursuant to 29 CFR §825.122(k). 29 CFR §825.127(d)(3)

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

~~"Son" or "daughter" means a biological, adopted or foster child, stepchild, legal ward, or a child of a person standing in loco parentis, who is under eighteen years of age or eighteen years of age or older but incapable of self-care because of a mental or physical impairment.~~

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

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

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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.**

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

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

b. In the case of a covered veteran, an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:

(1) A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or

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(2) **A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of fifty percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or**

(3) **A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or**

(4) **An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers. 29 CFR 825 §127(c)**

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

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

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

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

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

~~"Week" is the number of days an employee normally works each calendar week.~~

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

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

2. New Jersey Family Leave Act (NJFLA)

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

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

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

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

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

~~"Week" is the number of days an employee normally works each calendar week.~~

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

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

D. Eligibility

1. Federal Family and Medical Leave Act (FMLA)

A staff member shall become eligible for FMLA leave after he/she has been employed at least twelve months in this district and employed for at least 1250 hours of service during the twelve-month period immediately preceding the commencement of the leave. The twelve months the staff member must have been employed need not be consecutive months pursuant to 29 CFR ~~Part~~ §825~~Section~~.110(b). The minimum 1250 hours of service shall be determined according to the principles established under the Fair Labor Standards Act (FSLA) for determining compensable hours of work pursuant to 29 CFR §~~Part~~ 785. Entitlement to FMLA leave taken for the birth of a son or daughter or placement of a son or daughter with the staff member for adoption or foster care shall expire at the end of the twelve-month period beginning on the date of such birth or placement.

Pursuant to 29 CFR ~~Part~~ §825~~Section 202~~**.201**, a husband and wife both employed by the district are limited to a combined total of twelve weeks of leave during the twelve-month period if the leave is taken for the birth of a son or daughter of the staff member or to care for such son or daughter after birth; for placement of a son or daughter with the staff member for adoption or foster care or in order to care for the ~~spouse,~~ son~~,~~ **or** daughter **after placement;** or **to care for** ~~parent of~~ the staff member**'s parent** with a serious health condition.

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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.

__ - the staff member's employment anniversary date.

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

X - a "rolling" twelve-month period measured backward from the date a staff member uses any family leave.**]**

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

2. New Jersey Family Leave Act (NJFLA)

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

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

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

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

[Select one option

__ - the calendar year.

__ - a school year.

__ - the staff member's employment anniversary date.

__ - the twenty-four month period measured forward from when the staff member's first leave begins.

X - a "rolling" twenty-four month period measured backward from the date a staff member uses any leave.]

E. Types of Leave

1. Federal Family and Medical Leave Act (FMLA)

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

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a. Leave for the birth of a son or daughter or placement of a son or daughter with the staff member for adoption or foster care **[Board option – may or may not]** be taken by a staff member intermittently or on a reduced leave schedule.

b. Leave may be taken intermittently or on a reduced leave schedule when medically necessary for planned and/or unanticipated medical treatment of a related serious health condition by or under the supervision of a health care provider, or for recovery from treatment or recovery from a serious health condition.

c. Intermittent leave means leave scheduled for periods of time from one hour or more to several weeks; however, the total time within which the leave is taken can not exceed a twelve month period for each serious health condition episode. Intermittent leave may be taken for a serious health condition that requires periodic treatment by a health care provider, rather than one continuous period of time. Intermittent leave may also be taken for absences where the staff member is incapacitated or unable to perform the essential functions of the position because of a serious health condition even if the staff member does not receive treatment by a health care provider. The staff member shall make a reasonable effort to schedule intermittent leave so as not to unduly disrupt the operations of the instructional/educational program.

d. Reduced leave means leave scheduled for fewer than the staff member's usual number of hours worked per workweek, but not fewer than a staff member's usual number of hours worked per workday, unless otherwise agreed to by the staff member and the district. A staff member is entitled, at the option of the staff member, to take leave on a reduced leave schedule not exceeding twenty-four consecutive weeks. The staff member shall make a reasonable effort to schedule reduced leave so as not to unduly disrupt the operations of the instructional/educational program. The staff member shall

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provide the district prior notice of the care, medical treatment or continuing supervision by a health care provider necessary due to a serious health condition of a family member in a manner that is reasonable and practicable. Leave taken on a reduced leave schedule shall not result in a reduction of the total amount of leave to which a staff member is entitled.

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

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

f. Servicemember qualifying exigency leave may arise out of the foreign deployment of the staff member's spouse, child, or parent 29 CFR §§825.122 and 126:

(1) The district must grant an eligible staff member up to twelve work weeks of unpaid, job-protected leave during a twelve-month period for qualifying exigencies that arise when the staff member's spouse, child, or parent is on covered active duty, or has been notified of an impending call or order to covered active duty.

(2) The military member must be the spouse, son, daughter, or parent, of the staff member taking FMLA exigency leave.

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

(a) Short-notice deployment:

i. Notification of duty seven or less calendar days prior to date of deployment;

ii. Leave can be used for a period of seven calendar days beginning on the date the military member is notified.

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

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

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

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

(e) Counseling, provided by someone other than a health care provider for oneself, for the military member, or qualified child, if the need arises from the covered active duty or call to covered active duty status of the military member.

(f) Rest and Recuperation (R&R) to spend time with the military member on short-term, temporary R&R leave during a term of deployment:

i. Can be used for a period of fifteen calendar days beginning on the date the military member commences each instance of R&R leave.

(g) Post-deployment activities such as ceremonies or briefings including any that arise from the death of the military member while on covered active duty.

(h) Parental care for one meeting the definition of a "parent" and incapable of self care including: arranging alternative care; providing care on an immediate need basis; and to attend meetings or arrange services at a care facility.

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

g. Military caregiver leave provides care for a covered servicemember with a serious injury or illness 29 CFR §§825.122 and 127:

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

(a) The eligible staff member must be the spouse, son, daughter, parent, or next of kin of the covered servicemember.

(b) The staff member is limited to a combined total of twenty-six workweeks for any FMLA-qualifying reasons during the single twelve-month period. Up to twelve of the twenty-six weeks may be for an FMLA-qualifying reason other than military caregiver leave.

(c) Spouses who are eligible for FMLA leave and are employed by the same covered employer may be limited to a combined total of twenty-six workweeks of leave during a single twelve-month period if the leave is taken for birth of the employee's son or daughter or to care for the child after birth, for placement of a son or daughter with the employee for adoption or foster care, or to care for the child after placement, to care for the employee's parent with a serious health condition, or to care for a covered servicemember with a serious injury or illness. If one spouse is ineligible for FMLA leave, the other spouse would be entitled to a full twenty-six workweeks of FMLA leave.

(2) Leave entitlement is applied on a per-covered-servicemember, per-injury basis.

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(a) The staff member may take an additional twenty-six weeks of leave if the leave is to care for different covered servicemembers or to care for the same servicemember with a subsequent serious injury or illness, except that no more than twenty-six weeks of leave may be taken within any single twelve-month period.

(b) An eligible staff member may take military caregiver leave to care for more than one current service member or covered veteran at the same time or for the same family member with the same serious injury or illness both when the family member is a current servicemember and when the family member is a veteran.

(c) Military caregiver leave may be taken by eligible staff members whose family members are recent veterans with serious injuries or illnesses incurred or aggravated in the line of duty on active duty, and that manifested before or after the veteran left active duty.

2. New Jersey Family Leave Act (NJFLA)

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

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

b. Reduced leave means leave scheduled for fewer than the staff member's usual number of hours worked per workweek, but not fewer than a staff member's usual number of hours worked per workday, unless otherwise agreed to by the staff member and the district. A staff member is entitled, at the option of the staff member, to take leave on a reduced leave schedule for a period not exceeding twenty-four consecutive weeks. The staff member is not entitled to take the leave on a reduced leave schedule without an agreement between the staff member and the district if the leave is taken for the birth or adoption of a healthy child. The staff member shall make a reasonable effort to schedule reduced leave so as not to unduly disrupt the operations of the instructional/educational program. The staff member shall provide the district prior notice of the care, medical treatment or continuing supervision by a health care provider necessary due to a serious health condition of a family member in a manner that is reasonable and practicable. Leave taken on a reduced leave schedule shall not result in a reduction of the total amount of leave to which a staff member is entitled.

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

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

F. Notice

1. Federal Family and Medical Leave Act (FMLA)

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

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

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

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

2. New Jersey Family Leave Act (NJFLA)

a. Foreseeable Leave - A staff member eligible for NJFLA leave must give at least a thirty day advance written notice to the HR and or Business Administrator of the need to take family leave except where the need to take family leave is not foreseeable.

~~i.~~**(1)** Notice for leave to be taken for the birth or placement of the child for adoption shall be given at least thirty days prior to the commencement of the leave, except that if the date of the birth or adoption requires leave to begin in less than thirty days, the ~~employee~~ **staff member** shall provide such notice that is reasonable and practicable.

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~~ii.~~**(2)** Notice for leave to be taken for the serious health condition of a family member shall be given at least fifteen days prior to the commencement of leave, except that if the date of the treatment or supervision requires leave to begin in less than fifteen days, the staff member shall provide such notice that is reasonable and practicable.

~~iii.~~**(3)** When the HR and or Business Administrator is not made aware that a staff member was absent for family leave reasons and the staff member wants to request the leave be counted as family leave, the staff member must provide timely notice within two business days of returning to work to have the time considered for family leave in accordance with the Family Leave Act.

b. Unforeseeable Leave - When the need for leave is not foreseeable, the staff member must provide notice "as soon as practicable" which shall be at least verbal notice to the HR Department within one or two business days of the staff member learning of the need to take family leave. Whenever emergent circumstances make written notice impracticable, the staff member may give verbal notice to the HR Department, but any verbal notice must be followed by written notice delivered within Ten (10) working days.

G. Leave Designation

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

H. Benefits

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

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

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

~~___ unpaid leave.~~

~~___ paid leave, subject to any applicable negotiated agreements.~~

~~___ a combination of paid and unpaid leave, subject to any applicable negotiated agreements.~~

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

I. Returning from Leave

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

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

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

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

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

1. The continuation, onset or recurrence of a serious health condition of the staff member; or

2. Circumstances beyond the staff member's control.

J. Ineligible Staff Members

1. Federal Family and Medical Leave Act (FMLA)

   The district may deny job restoration after FMLA leave if the staff member is a "key employee" as defined in 29 CFR §825~~ Section~~.217 if such denial is necessary to prevent substantial and grievous economic injury to the district or the district may delay restoration to a staff member who fails to provide a fitness for duty certificate to return to work for leave that was the staff member's own serious health condition. A "key employee" is a salaried, staff member who is among the highest paid ten percent of the school district staff employed by the district within 75 miles of the worksite. No more than ten percent of the school district staff within 75 miles of the worksite may be "key employees."

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

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

2. New Jersey Family Leave Act

The district may deny family leave to the staff member if the staff member is a salaried employee who is among the highest paid five percent of the school district staff or one of the seven highest paid employees of the district, whichever is greater, if the denial is necessary to prevent substantial and grievous economic injury to the school district's operations. The HR Department shall notify the staff member of the intent to deny the leave at the time

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the HR Department determines the denial is necessary. If the leave has already commenced at the time of the district's notification of denial, the staff member shall be permitted to return to work within ten working days of the date of notification.

K. Verification of Leave

1. Federal Family and Medical Leave Act (FMLA)

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

The certification must meet the requirements of 29 CFR ~~Section~~ §§825.306**, 309, and 310** to include: which part of the definition of "serious health condition" applies; the approximate date the serious health condition commenced and its probable duration; whether it will be necessary for the staff member to take intermittent and/or reduced leave; whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity; if additional treatments will be required for the condition; and/or if the patient's incapacity will

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be intermittent or will require reduced leave. The certification of a serious health condition of a family member of the staff member shall be sufficient if it states the date on which the condition commenced, the probable duration of the condition, and the medical facts within the provider's knowledge regarding the condition. Certification for the birth or placement of a child need only state the date of birth or date of placement.

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

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

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

2. New Jersey Family Leave Act

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

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

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L. Interference with Family Leave Rights

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

M. Non-Tenured Staff Member

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

N. Record Keeping

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

O. Processing of Complaints

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

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

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

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

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

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

~~29 U.S.C. 2601 et seq.~~
29 **CFR** ~~C.F.R.~~ §825~~.200~~ et seq.
29 CFR §785
N.J.S.A. ~~34:11B-1 et seq.~~ **10:5-1**
N.J.A.C. 13:14-1 et seq.

Adopted:

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R 7510 USE OF SCHOOL FACILITIES

General

The Board reserves the sole right to fully limit, control, and determine the conditions of any and all uses of school facilities by non-school organizations or persons. Non-school organizations (or persons) are defined as those whose activities are not under the full and direct control of the Board.

~~Any application and approval for facility use does not constitute a landlord-tenant relationship.~~ It is a use permit, revocable for good cause or which may be transferred by the School Business Administrator/Board Secretary to another facility when required by a school need.

Application for use of a building will not be granted whenever, in the judgment of the Principal or School Business Administrator/Board Secretary, the health or safety of the building and/or its occupants will be affected adversely. Violation by the applicant of any rule or regulation or condition governing the use of school buildings will be cause for the cancellation of all existing use permits.

A use permit may not be transferred from one organization to another. Any attempt to so transfer a use permit will result in such permit being deemed, immediately, null and void.

No privileges for use of any facilities other than those stated in the use permit will be granted. No modifications, changes, additions, installations, or alterations to any of the building, facilities, utilities, or equipment are permitted.

Custodial personnel must be on duty the entire time a building is occupied. There will be no exceptions. Custodians, as stewards of school property, will require applicants to adhere to the rules governing rental of school building facilities. In extreme cases of violations of these rules, a custodian can require an applicant to cease all activities and vacate the premises. All fees will be forfeit by the applicant in such instances.

School buildings must be vacated by the time stipulated in the application, but not later than 10:30 p.m. (elementary schools) or 12:00 midnight secondary schools) unless special permission is granted by the School Business Administrator/Board Secretary at the time of the application. It is noted that when custodians are required to work past 12:00 midnight, different fee rates may apply.

Authorized school district personnel and Board trustees will have free access to all areas of the school facilities at all times, including periods when the facilities are used by the applicant

The following schedule of charges apply for each individual date of use for groups B, C and D.

A. Applicants Must

1. Agree to comply strictly with all township ordinances and rules and regulations of the Board of Health and Police and Fire Departments regarding public assemblies. Use of facilities will be limited to capacity approved by the local Fire Department. If it is necessary to have a uniformed fireman present to enforce this safety regulation, this will be at the expense of the applicant.

2. Provide a Certificate of Insurance with:

   a. Liability coverage acceptable to the School Business Administrator/Board Secretary, and

   b. That specifically holds harmless the Board of Education, its agents and employees from liability for injury or damage to any person or property of any person, on school premises during the term of the permit to the School Business Administrator/Board Secretary at least three work days in advance of the first day of use.

3. Satisfy the Board of Education's representative that they are responsible, that they will guarantee orderly behavior, and that they will underwrite any damage due to their use of any Board property. This specifically includes assumption of all responsibility by the applicant for the action of its members, invitees, and others using the facilities under its auspices. Abuse of the use permit will constitute grounds for cancellation of reservations already made and refusal of new reservations.

4. Supply all equipment (other than furniture already in the school) necessary for their activities. Use of 'built-in' school equipment will be permitted if requested in the initial application for use and with the approval of the School Business Administrator/Board Secretary. School pianos may be used provided the Principal approves. Pianos may not be moved except by professional moving men arranged for and paid by the applicant. Tuning, paid for by the applicant, may only be done by professionals approved by the School Business Administrator/Board Secretary or the Principal.

5. Set up and remove (at the end of use) all equipment and materials (except school furniture) necessary for their activities at times which do not conflict with school programs.

6. Offer neither gratuities nor payments of any kind, except as outlined in these regulations, to any Board employee; nor make any arrangements for Board employees to provide any service to the applicant, which by these regulations, are the applicant's responsibility

B. Health and Safety

1. No smoking will be permitted in school buildings or on school grounds.

2. No alcoholic beverages or non-physician prescribed drugs are permitted on, or to be consumed in school buildings or on school grounds.

3. The ambient air temperature of buildings or facilities will not be raised or adjusted for non-school building uses. The applicant is asked to take special note of this regulation. Only the School Business Administrator/Board Secretary shall have authority to modify this regulation. Violation of these rules may result in the immediate cessation of the use permit with no rebate of fees.

C. Availability

1. School activities have priority in the use of school facilities.

2. Applicants may request a particular facility, and if no school program has been scheduled, the facility will be reserved for the applicant. If, in the opinion of the Board representatives, the applicant's program should be moved to another facility another facility will be made available. All reasonable attempts to make the alternate facility as equivalent as possible to that which was originally requested will be made.

3. In all instances, building facility use is subject to the availability of custodial personnel. At no time shall facility use be granted without a school employed custodian being on duty.

4. The high school football stadium and track shall only be available for use as follows (in priority order):

a. Teaneck High School athletics and band

(1) Fall - football games

(2) Spring - track meets

(3) Band - Fridays for formations (fall only)

b. Teaneck High School physical education program (fall).

c. State or league athletic association games or meets (to which THS belongs), given prior approval of the Athletic Director and School Business Administrator/Board Secretary.

d. Open community use of the track (all year).

e. Teaneck junior football regular seasons schedule and playoff home games with prior approval of the Athletic Director and the School Business Administrator/Board Secretary (fall only).

f. Township Recreation Department summer programs (east of the playing field and track).

D. Application Procedures

1. Non-school organizations without an organization classification may not use Teaneck public school facilities.

2. To request the use of a facility, an organization must complete an Application for Use of School Building Facilities at the building for which use is desired at least ninety calendar days in advance of the planned activity.

3. The Building Principal will review the application for completeness, fill in additional information as necessary, reserve the facility for reject, in writing, the application if the facility is not available, and forward the application to the Business Office within two work days.

4. Upon receipt of the application, the Business Office will confirm the organization's classification and certificate of insurance, contact the maintenance department for appropriate staffing, and determine fees if chargeable.

5. The Business Office will notify the applicant and the Building Principal of the arrangements and request receipt of fees (if any) no later than ten calendar days prior to the activity.

6. Usage fees will be sent to the Business Office. If user fees are not received by the tenth calendar day prior to the activity, the Business Office will supply a written cancellation notice to both the applicant and the Building Principal.

E. Applicant Classification

1. Initial Application

   a. All non-school organizations, prior to any use of school facilities, must apply to the School Business Administrator/Board Secretary and receive an organization classification at least thirty calendar days prior to the intended date of facilities use.

   b. Documentation of applicant's statements may be required when necessary to properly determine classification.

   c. Classifications will be permanent unless a re-classification is warranted.

2. Re-classification

   a. Any organization not using school facilities for two years or longer must be re-classified.

   b. If there is a change in any of the information on which the classification was based, an organization must notify the Board offices and immediately apply for a re-classification.

   c. If, in the judgment of the School Business Administrator/Board Secretary, subsequent information indicates the possible need for a re-classification, the organization must re-file for a re-classification before any further use of school facilities will be permitted.

3. Appeal

a. If an organization disagrees with the classification assigned, it must first attempt to resolve the problem with the School Business Administrator/Board Secretary.

b. If unresolvable, the organization may appeal, in writing only, to the Board. The appeal must set forth the reasons the organization feels it is entitled to another classification and any additional information requested by the Board must be supplied.

c. The Board will make the final determination of classification.

4. Criteria

An organizations classification will be based on two types of criteria: characteristics and function.

a. Function - states the organization's primary reason(s) for being:

(1) Group A - Organizations supporting Teaneck schools. Its programs Teaneck youth, youth activities, or service work. (Highest rank)

(2) Group B - Educational, intellectual, artistic and social organizations; U.S., New Jersey, Bergen County, and Teaneck Township governmental bodies and sub-units; Recognized charitable or public service organizations; Groups affiliated with recognized religious denominations but not religious services or activities. (Second highest rank)

(3) Group C - Not-For-Profit groups or organizations and organizations of limited purpose and interest. (Third highest rank)

(4) Group D - Religious services or activities commercial/ for profit organizations and political or quasi-political organizations supporting or opposing persons, causes, principles, or opinions, or for personal purposes. (Fourth rank)

b. Characteristics - embody the organization's intent to service Teaneck schools and residents and used to further define the organization's function:

(1) Activity Center - an organization located in Teaneck primarily servicing Teaneck schools, residents, or community purposes.

(2) Membership - an organization whose membership is open to anyone expressing an interest in participating in the organizations activities and the membership rolls of the organization are fifty percent Teaneck residents.

(3) School/Community Interest - an organization whose major objectives are to serve a broad spectrum of Teaneck Schools and community interests, especially the needs of the youth of Teaneck.

F. Approved Activities

Non-school organizations may use school facilities for the following types of Board approved activities:

1. General/Membership Meeting - a general purpose meeting for the conduct of business or welfare of the membership.

2. Patriotic Observation - an activity solely for patriotic themes or activities.

3. Educational Programs or Courses/Seminars/Lectures/Exhibitions activities with a definite educational goal or instructive or informative purpose.

4. Competitions - (not sports or athletic) a competitive activity such as a tournament or judged activity.

5. Recreation/Athletics/Sports - Physical and social activities whether competitive or non competitive.

6. Concerts/Recitals/Plays/Drama - (including rehearsals) includes the broad range of artistic activities.

7. Fund Raisers - any activity for the purpose of raising funds or which results in the raising of funds for an organization or any of its purposes.

8. Religious Services - services or activities with the intent to worship. This activity is included as an approved use for individual events only.

9. Rallies/Support Meetings - an activity for the purpose of supporting or opposing, or gaining support or opposition for persons, causes, principles, or opinions.

An activity not covered by the aforelisted will be assigned by the School Business Administrator/Board Secretary for fee schedule purposes.

G. Fees

An organization whose activity is not open to the public, or who charges admission, shall have its rating, above, increased or raised by one. For example, an "A" organization charging admission shall receive a ranking of "B".

The Board may apply conditions to certain organizations using facilities Classifications A and B. These limits may include the number, duration, and type of activities as well as waiver of fees for ordinary uses.

Fees Charged - will be as follows:

Fee charges are per daily use.
The rental fee for rehearsals shall be the full fee for the approved daily use. Saturday or Sunday = rental fee + (2.0 x custodial fee)
Holiday = rental fee + (3.0 x custodial fee)
N/A = Not available
Multiple facilities = any combination of auditorium, gym, library or cafeteria

The following schedule of charges apply for each individual date of use for groups B, C and D.

GROUP	B	C	D
AUDITORIUM			
Middle School	$300	$300 + Cust.	$600 + Cust.
High School	$500	$500 + Cust.	$800 + Cust.
High School	$500 +	$500 +	$800 +

(multiple facilities)	$200/add'l. facility	$200/ Facil. & Cust.	$500/ Facil. + Cust.
GYMNASIUMS (no locker rooms)			
Elementary		$200 + Cust.	Not Available
Middle School		$400 + Cust.	Not Available
High School	$500	$500 + Cust	Not Available

EF GYMNASIUM (no locker rooms)			
EF Building	$200	$200	$500
School Parking Lots	$300	$300	$600
School Fields	$300	$300	$600

CLASSROOMS (per room) - Note: Libraries, excluding access to technology equipment is at triple the per room rental fees, except at the high school.			
GROUP	B	C	D
Elementary		$50 + Cust.	$300 +

			Cust.
Middle School		$50 + Cust.	$300 + Cust.
High School		$50 + Cust.	$300 + Cust.
CAFETERIA (no kitchen)			
Elementary		$200 + Cust.	$500 + Cust.
Middle School		$300 + Cust.	$600 + Cust.
High School		$500 + Cust.	$800 + Cust.
Other Spaces High School			
Media Center		$800 + Cust	$1000 + Cust
Pupil Center		$800 + Cust	$1000 + Cust

1. The fee charged covers only the use of specific areas as approved in the application, including halls and lavatories when appropriate, and which are immediately adjacent to the approved areas. No other facilities or portions of facility may be used.

2. With regard to the use of the Teaneck High School Auditorium, all groups will be charged for the fees paid to pupil helpers ($6.50 per hour) over and above all other fees, payable to the pupil helpers, with the understanding that:

a. A minimum of two pupils must be utilized to insure the proper handling and care of our facilities and equipment.

b. The parties using the facility must confer with the high school Stage Crew Advisor to explain what their needs will be, and to discuss how feasible these are, given the nature of our facility and the schedule of events planned for the auditorium (with the provision that school events must take precedence over outside events).

c. ~~A higher fee ($8.00 per hour) will be charged for pupils who are asked to~~ work on Saturday or Sunday.

d. An additional fee of $175 for a minimum of four hours will be required payable to the Stage Crew Advisor if special lighting or sound set-ups are needed. The four hour minimum shall included set-up and clean up time. Additional hours of support shall be at a rate of $43.75 per hour. If it is determined that additional pupil workers are needed, they shall be compensated at the same rate noted in paragraph 2a above. If the grand piano is required to be moved, an additional fee will be assessed for the move and the tuning to keep the delicate sound equipment in fine repair.

e. The stage facility will be closed to all outside groups during exam review periods and during exam week as pupils simply are not available to work.

3. Custodial fees will be charged at prevailing hourly rates, in accordance with the annual schedules established by the School Business Administrator/Board Secretary, for each hour or fraction thereof for each custodian assigned to service the applicant's activity.

4. Permission to use the cafeteria kitchen must be cleared with the School Business Administrator/Board Secretary, who will determine the specific equipment that may be used by the applicant. A food service employee(s) assigned by the food service management company must be on duty in the kitchen during the period of use by the applicant. Said individual(s) is acting in the capacity of steward of school property, and shall be compensated at a rate determined by the food service company and made payable to the food service management company.

Fees Payment (except as noted above) - must be by check payable to the Teaneck Board of Education and must be received no later than ten calendar days prior to planned usage.

Failure to receive full payment in advance automatically nullifies the Application for Use.

Fees Waiver - no waiver of fees is permitted except by the Board upon submission, in writing, of proof of hardship. In such cases, the Board reserves the right to examine the financial or other records of the applicant to ensure that hardship exists in the opinion of the Board.

H. Definitions

1. Holiday - a day designated by the Board as a holiday for all district personnel.

2. Closed to Public - an activity restricted to the membership and/or guests of an organization.

3. Open to Public - an activity for which no admission fee is charged and which anyone may participate in.

4. Suggested Donation or Suggested Contribution - an "optional" non-required admission fee. That is, a suggested charge to participate in or view an activity that does not have to be paid in order to be admitted to the activity. An organization wishing to avail themselves of the reduced fees to be charged for building use, must use the words "suggested donation" or "suggested contribution" on all advertising, tickets, etc.

5. Admission Fee - The term "admission fee" (donation, contribution, etc.) is defined and understood as an entrance fee or charge for the purpose of controlling admission to the activity and/or be a source of funds to an organization.

In the event there is a question as to whether a fee being charged is an admission fee, the matter will be referred to the School Business Administrator/Board Secretary who will make the final determination.

Charges levied for the express purpose of purchasing supplies and/or materials to be used in an activity will not be considered admission fees, provided documentation suitable to the School Business Administrator/Board Secretary is provided in advance of the facilities use. Tuition charges levied by a bona-fide educational institution shall not be considered admission fees.

I. Special Provisions

The following organizations are expected to fully comply with all School Facilities Use regulations, except fees, as noted below.

J. P.T.A. (P.T.O., P.T.S.A.)

Teaneck schools parent-teacher associations are permitted use of a school building for the purposes of meetings and fund raising in accordance with the rules and regulations on use of school buildings by non-school organizations.

1. Twelve general membership meetings per school year (no holidays or weekends) - no fee charges - maximum four hours per use.

2. Twenty-four executive Board meetings per school year (no holidays or weekends) - no fee charges - maximum four hours per use.

3. One fund-raising activity per year (no holidays), up to eight hours of custodial service - no fee charges, using school facilities unless written permission is obtained from the Board for an additional fund-raiser.

K. Scouting

Official Teaneck scout troops will be permitted the use of a school building for weekly weekday meetings of a troop. The meetings may not exceed one per week (on weekday, no weekends or holidays) and may not be longer than three hours in length. There will be no fee charges.

L. Teaneck Adult Education

The Teaneck Adult Education program is permitted the use of school facilities in accordance with Board policies relating to adult Education.

M. Teaneck Township Recreation Program

The Teaneck Township Recreation Department is permitted the use of school facilities for program activities. No rental charges will be made. Custodial fees will he charged only when and if services are specifically required for an activity, or if on a holiday, weekend, or custodial overtime situation is incurred. The Recreation Department will provide full supervision for all of its activities, and return facilities used to the condition in which they werefound.

Organizations qualifying under fee schedule classes A and B are expected to require a minimum of custodial services and leave facilities in the condition in which they were found. When more than a minimum of custodial services is required, the organization shall incur actual custodial fee charges.

N. Guidelines for use of high school auditorium

1. A blackout period will be set up around each of the three major school events (the Fall drama, the Terpsies concert, and the Spring Musical) during which no stage events will be permitted for three weeks prior to, and two days after their occurrence (this is a necessity because of the complicated sets and platforms which are usually put up for these performances. In addition, lighting plots are set during this time period, involving long stretches of time for aiming lamps, looking at the results, and then adjusting according to the needs of the event being staged).

   This blackout period will not interfere with any non-stage events which are sometimes scheduled during the blackout period (for example, should there be an important meeting planned for parents in the auditorium, the performers could easily rehearse elsewhere since the use of the house, and the set up of a podium and mike do not involve what is on the stage. Less elaborate school events such as the Band Concert or the Vocal performance would need only a one week blackout period prior to and one day after each occurrence.

2. Any and all conflicts will be resolved in concert with all parties involved.

O. Insurance Coverage for Youth Sports Team Organizations

Any youth sports team organization, including cheerleaders, that is granted permission to use school facilities must provide the school district proof of an insurance policy against liability for any bodily injury in the amount of not less than $50,000 per person per occurrence, insuring the youth sports team organization against liability for any bodily injury suffered by a person. The youth sports team organization must also provide a statement of compliance with the school district's Policy and Regulation 2431.4 – Prevention and Treatment of Sports-Related Concussions and Head Injuries, which will be provided to the adult representative of the requesting organization with the application to use school facilities.

For the purpose of this Policy/Regulation, a "youth sports team organization" means one or more sports teams organized pursuant to a nonprofit or similar charter or which are

member teams in a league organized by or affiliated with a county or municipal recreation department.

Issued: 14 March 2012
Revised: 13 February 2013

Teaneck Public Schools
Public Work Session
November 7, 2018
Finance and Budget - 2.

that the Board approve 2018-2019 budget transfers, previously approved by a member of the Finance Committee, which are attached and a part of the official record.

Explanation:

ATTACHMENTS:

Description	Type
Transfers Sept-Oct. 2018	Cover Memo

FINANCE & BUDGET **MOTION #2**

Teaneck Board of EducationTransfer List

Transfers made August 8, 2018, and September 27, 2018 Through October 29, 2018

	ACCOUNT	DESCRIPTION	AMOUNT TRANSFERRED From	To
T12	20-231-100-101-22-15-I-4	TITLE I/STIPENDS/WHITTIER	(10,000.00)	
	23-231-100-101-22-15-I-5	TITLE I/STIPENDS/HAWTHOREN	(6,900.00)	
	20-231-100-101-22-15-I-7	TITLE I/STIPENDS/LOWELL	(11,050.00)	
	20-231-100-101-22-15-I-J	TITLE I/STIPENDS/TJMS	(1,135.00)	
	20-231-200-320-22-58-I-F	TITLE I/EDUCAT'L CONSULTANTS/BFMS	(6,375.00)	
	20-231-100-610-22-40-I-J	TITLE I/INST'L SUPPL/TJMS	(507.00)	
			(35,967.00)	
	20-231-200-100-22-15-I-4	TITLE I/STIPENDS/WHITTIER		10,000.00
	20-231-200-100-22-15-I-5	TITLE I/STIPENDSHAWTHORNE		6,900.00
	20-231-200-100-22-15-I-7	TITLE I/STIPENDS/LOWELL		11,050.00
	20-231-200-100-22-15-I-J	TITLE I/STIPENDS/TJMS		1,642.00
	20-231-200-100-22-15-I-D	TITLE I/STIPENDS/BFMS		6,135.00
	20-231-290-290-99-22-I-F	TITLE I/TPAF & FICA/BFMS		240.00
				35,967.00
	EXPLANATION:FUNDS NEEDED FOR TITLE I PROGRAM			
T13	20-231-100-610-22-40-I-F	TITLE I/INST'L SUPPL/BFMS	(250.00)	
	20-231-100-500-85-66-I-F	TUITION SUMMER SCHOOL/BF		250.00
	EXPLANATION: TITLE I INSTRUCTION			
T14	20-231-200-320-22-58-I-5	TITLE I EDUCAT'L CONSULTANT/HAW	(1,968.75)	
	20-231-100-610-22-40-I-5	TITLE I INST'L SUPL/HAWTHORNE		1,968.75
	EXPLANATION: INSTRUCTIONAL SUPPLIES TITLE I PROGRAM			
T15	11-190-100-610-63-41-R-D	SUPPL/LITERATURE BASE	(10,000.00)	
	11-000-223-104-19-15-R-S	STF DEV/LANG ARTS		10,000.00
	EXPLANATION: PROFESSIONAL DEVELOPMENT KINDERGARTEN TEACHERS			
T16	11-190-100-610-17-40-T-H	SUPPLIES/IND ARTS/HS	(11,000.00)	
	11-190-100-610-18-40-T-H	GENERAL INSTRUCT'L SUPPLIES		11,000.00
	EXPLANATION: INSTRUCTIONAL SUPPLIES DURING SCHOOL YEAR 2018-2019			
T17	11-190-100-610-08-40-J-J	TJ PHYS.ED/HEALTH	(11.87)	
	11-000-218-600-73-49-J-J	TJ GUIDANCE SUPPLIES		11.87
	EXPLANATION: SHIPPING CHARGES FOR PO 900240			
T18	11-000-217-320-46-56-H-0	PURCH SVC/1:1, INCLUSION PARA	(10,000.00)	
	11-000-221-320-71-50-T-G	PURCH PROF ED SVC/THS GOALS		630.00
	11-000-221-590-71-50-T-G	OTHER PURCH SERVICES/THS GOALS		1,240.00
	11-000-221-600-71-50-T-G	SUPPLIES/THS GOALS		150.00
	11-000-223-580-71-50-T-G	TRAVEL-CONF/THS GOALS		1,060.00
	11-000-240-600-71-49-T-G	ADMIN SUPPLIES/THS GOALS		3,700.00
	11-140-100-101-18-15-T-G	SUBS/GRADES 9-12/THS GOALS		720.00
	11-000-240-340-71-50-T-G	PURCH PROF SVC/THS GOALS		2,500.00
				10,000.00
	EXPLANATION: THS GOALS			
T19	20-218-200-103-71-10-0-K	CONTR CAL/ADMIN PRE-K	(1,000.00)	
	20-218-200-800-61-49-K-K	OTHER EXPENSE/PRE-K	(1,000.00)	
	20-218-200-600-61-49-K-K	NON INST'L SUPPLIES/PRE-K	(3,500.00)	
			(5,500.00)	
	20-218-200-329-19-58-K-K	PURCH PROF ED SVC/PRE-K		5,500.00
	EXPLANATION: PRE-K PROGRAM SERVICES			
T20	20-218-200-103-71-10-0-K	CONTR SAL/ADMIN PRE-K	(10,000.00)	
	20-218-100-321-61-50-K-K	PRE-K/PURCH PROF ED SVC		10,000.00
	EXPLANATION: PRE-K SERVICES			
T21	11-000-219-600-72-49-C-C	SUPPLIES/SPEC SERV	(7,000.00)	
	11-000-270-512-46-52-C-C	FIELD TRIP TRANSP/SPEC ED		7,000.00
	EXPLANATION:CBI FIELD TRIPS 2018-2019 SCHOOL YEAR			
T22	11-000-261-420-89-53-1-D	CONTRACTS BLDG MAINT	(15,000.00)	
	11-000-262-610-89-49-1-U	UNIFORMS O&M		15,000.00
	EXPLANATION: ANNUAL PURCHASE OF O&M STAFF UNIFORMS AND SHOES			
T23	11-000-221-600-85-49-I-0	OFFICE SUPPLIES C&I	(568.50)	
	11-000-218-600-85-40-I-D	SUPPLIES/SYST-WIDE TSTG		568.50
	EXPLANATION: REIMBURSEMENT FOR AP EXAM			
T24	20-250-200-500-92-50-C-0	IDEA-B/NP PURCH SERV	(6,500.00)	
	20-250-100-600-92-31-C-C	IDEA-B/NP/INSTR SUPPL		6,500.00

EXPLANATION: INSTRUCTIONAL SUPPLIES

T25	11-190-100-320-18-50-T-H	PURCH INSTR SERV/THS	(1,700.00)	
	11-000-240-600-71-49-T-H	ADMIN SUPPLIES/THS		1,700.00

EXPLANATION: ADMINISTATION TECH SUPPLIES

T26	11-190-100-610-63-41-R-D	SUPP/LITERATURE BASED	(1,720.00)	
	11-000-221-600-85-49-I-0	OFFICE SUPPLIES C&I		1,720.00

EXPLANATION: OFFICE SUPPLIES FOR C&I

T27	11-000-217-320-49-57-C-C	CONTR EXTR SERV/SPEC ED	(140,000.00)	
	11-000-213-300-74-57-C-D	FEES/PHYSICIANS & PRCH MED SRV		140,000.00

_____ _____

FINANCE COMMITTEE SIGNATURE DATE

that the Board approve the attached list of Professional Development for the staff indicated for professional improvement or development, as approved by the Superintendent, (Grant funded $27,458.33) (District funded $3,178.74) total cost $30,637.07.

Explanation:

NJDOE requires approval by the Superintendent and the Board of Education for attendance at and reimbursement for seminars and conferences.

ATTACHMENTS:

Description	Type
C&I Professional Development Nov 2018	Cover Memo
Professional Development Special Services	Cover Memo
C&I Additional PD Nov 14, 2018	Cover Memo

Professional Development

Name: Amber Halpern
School or Department: Hawthorne School
Conference/Seminar/Workshop: Best Instructional Strategies for Challenging and Motivating your Gifted/Talented Students
Location: Cherry Hill, New Jersey
Dates: December 12, 2018
Estimated Cost: $297.55 – Substitute Not Required (Grant Funded)

Name: Frank Piccinnini
School or Department: Thomas Jefferson Middle School
Conference/Seminar/Workshop: New Jersey Council for History Education 23td Annual History Conference
Location: Princeton, New Jersey
Dates: November 30, 2018
Estimated Cost: $0 – Substitute Required (No Funding Required)

Name: Nina Lionetti
School or Department: Whittier School
Conference/Seminar/Workshop: Best Instructional Strategies for Challenging and Motivating your Gifted/Talented Students
Location: West Orange, New Jersey
Dates: December 11, 2018
Estimated Cost: $285.78 – Substitute Not Required (Grant Funded)

Name: Joanne Zahn
School or Department: Thomas Jefferson Middle School
Conference/Seminar/Workshop: Google Tools for Middle and High School
Location: Paramus, New Jersey
Dates: December 4, 2018
Estimated Cost: $100 – Substitute Required (Grant Funded)

Name: Joanne Zahn
School or Department: Thomas Jefferson Middle School
Conference/Seminar/Workshop: Google Projects
Location: Paramus, New Jersey
Dates: February 6, 2019
Estimated Cost: $75 – Substitute Required (Grant Funded)

Name: Kurt Ceresnak
School or Department: Teaneck High School
Conference/Seminar/Workshop: Scheduling Strategies
Location: Monroe Township, New Jersey
Dates: November 29, 2018
Estimated Cost: $189.19 – Substitute Not Required (District Funded)

Professional Development

Name: Brittany Eisele
School or Department: Thomas Jefferson Middle School
Conference/Seminar/Workshop: National Art Education Association Annual Conference
Location: Boston, Massachusetts
Dates: March 14, 15 and 16, 2019
Estimated Cost: $375.84 – Substitute Required (District Funded)

Name: Vanessa Watt St. Clair
School or Department: Bryant School
Conference/Seminar/Workshop: Intro to Google Drive
Location: Paramus, New Jersey
Dates: February 5, 2019
Estimated Cost: $100 – Substitute Required (District Funded)

Name: Rebecca Pflueger
School or Department: Teaneck High School
Conference/Seminar/Workshop: Developing Growth Mindsets in Students
Location: Teaneck, New Jersey
Dates: November 19, 2018
Estimated Cost: $0 – Substitute Required (No Funding Required)

Name: Katherine Crimmins, Hazel Santana-Rivas, Barbara Finkelstein, William Mazerolle, Kiera Genus
School or Department: Benjamin Franklin Middle School
Conference/Seminar/Workshop: Benjamin Franklin Middle School Partnerships
Location: Ridgewood, New Jersey
Dates: November 28, 2018
Estimated Cost: $0 – Substitute Required (No Funding Required)

Name: Maureen Orletti
School or Department: Bryant School
Conference/Seminar/Workshop: 2019 National Art Education Association Conference
Location: Boston, Massachusetts
Dates: March 14 & 15, 2019
Estimated Cost: $235 – Substitute Required (District Funded)

Name: Jean Gratien Uwisavye
School or Department: Benjamin Franklin Middle School
Conference/Seminar/Workshop: Accelerate Students Communicative Proficiency
Location: West Orange, New Jersey
Dates: December 18, 2018
Estimated Cost: $277.68 – Substitute Required (District Funded)

Professional Development

Name: Matthew Green
School or Department: Thomas Jefferson Middle School
Conference/Seminar/Workshop: New Jersey Association of Health, Physical Education, Recreation and Dance Annual Convention
Location: Long Branch, New Jersey
Dates: February 25 & 26, 2019
Estimated Cost: $125 – Substitute Required (District Funded)

Name: Margot Todman Mack, Adrienne Williams
School or Department: Teaneck High School
Conference/Seminar/Workshop: Social Emotional Character Development
Location: New Brunswick, New Jersey
Dates: December 18, 2018
Estimated Cost: $15.10 – Substitute Not Required (District Funded)

Name: Brittany Nagy
School or Department: Whittier School
Conference/Seminar/Workshop: School Nurses: Enhance Effective Medical Emergency Response Teams at Each of your School Sites
Location: Fairfield, New Jersey
Dates: December 10, 2018
Estimated Cost: $302 – Substitute Required (District Funded)

Name: Rolando Monserrat, Sharon Bellin
School or Department: Teaneck High School
Conference/Seminar/Workshop: iSTEAM Conference 2019: Full STEAM Ahead
Location: Mahwah, New Jersey
Dates: January 11, 2019
Estimated Cost: $258 – Substitute Required (District Funded)

Name: Jovana Vlajic-Murisic, Adina Lefkowitz
School or Department: Teaneck High School
Conference/Seminar/Workshop: Flipping the Math Classroom, Grades 6 - 12
Location: New Brunswick, New Jersey
Dates: December 7, 2018
Estimated Cost: $437.34 – Substitute Required (District Funded)

Name: Terrie Roberts
School or Department: Thomas Jefferson Middle School
Conference/Seminar/Workshop: New Jersey Association of School Librarians 2018 Fall Convention
Location: Long Branch, New Jersey
Dates: December 3 and 4, 2018
Estimated Cost: $863.59 – Substitute Not Required (District Funded)

Professional Development

Name: Marwa Ali, Nadia Bahlouf, Karina Wagdy, Marva Fawzy, Susannah Aziz, Aisha Ibrahim, Ramiera Ahmed, Farhat Shaith, Rena Zebi, Sumayyah Hussain, Aiya Fawzy, Safinaz Elgamal, Imam ElDessouky, Yasmin Bitar, Heba Abou Bakr, Hanaa Shbeek, Walaa Elshorbagy, Aya Elbeltagy, Salam Gheith, Majdouline Elfahdi, Omniah Mohamed, Hadeer Salaheldan, Hend Abbas, Muna Nurhussen, Nisreen Baker, Inas Hassan, Marwa Amer, Nasreen Awandallah
School or Department: Academy of Greatness and Excellence (Nonpublic)
Conference/Seminar/Workshop: New Jersey Education Association 2018 Annual Convention
Location: Atlantic City, New Jersey
Dates: November 8 and 9, 2018
Estimated Cost: $4200 – Substitute Not Required (Grant Funded)

Professional Development

Name: Barbara Finkelstein
School or Department: Special Services, Benjamin Franklin Middle School
Conference/Seminar/Workshop: National Council of Teachers of English Annual Convention
Location: Houston, Texas
Date(s): November 15 and 16, 2018
Estimated Cost(s): $270 – Substitute Required - (District Funded)

Name: Victor Stanic
School or Department: Special Services, Benjamin Franklin Middle School
Conference/Seminar/Workshop: Promoting Social and Emotional Learning; Best Practices for Supporting Students
Location: Oradell, NJ
Date(s): December 16, 2018
Estimated Cost(s): $0 – Substitute Required - (No Funding Required)

Name: Angelina Cusack
School or Department: Special Services, Benjamin Franklin Middle School
Conference/Seminar/Workshop: Promoting Social and Emotional Learning; Best Practices for Supporting Students
Location: Oradell, NJ
Date(s): December 11, 2018
Estimated Cost(s): $0 – Substitute Required - (No Funding Required)

Additional Professional Development

Name: Lara Barrett, Yuna Kim, Dana Orner. Brittany Butler, Amy Morales, Mika Kozuma, Leslie Abrew, 4 Teachers TBD, Paraprofessionals TBD
School or Department: Bryant School
Conference/Seminar/Workshop: Tools of the Mind
Location: Mercerville, New Jersey
Dates: December 12, 2018
Estimated Cost: $22500 - Substitute Required (Grant Funded)

Teaneck Public Schools

Public Work Session
November 7, 2018
Finance and Budget - 5.

that the Board approve the attached list of Student Field Trips, as approved by the Superintendent, (Grant Funded $14,565.31) and (District Funded $1,744.62) (Parent Funded $11,736.81) total cost $28,046.74.

Explanation:

NJDOE requires approval by the Superintendent and the Board of Education for attendance at and payment for student field trips.

ATTACHMENTS:

Description	Type
Transition Program Field Trp	Cover Memo
CI Field Trips November 2018	Cover Memo
Additional Field Trips Nov 14, 2018	Cover Memo

Field Trips

TEANECK HIGH SCHOOL MD/TRANSITION PROGRAM: 22 students, 3 staff
Danny Gareri, Sean Aumack, Tanisha Drake

Trip Planned: Additional Job Site
Estimated Cost: Included on the October 10, 2018 Agenda
Substitute Not Required

EXPLANATION: Community Based Instruction would allow students in the Transition classes to practice skills that they are learning in the classroom, school and community. Those skills include, but are not limited to, social skills, pre-vocational job skills, behavioral skills, life skills and academic skills. There are a total of 22 students and 3 staff in this program, however only a portion of the students and staff would be traveling to the below destinations on any given day. All trips will use public transportation or walk.

NOVEMBER 15, 2018 – JUNE 20, 2019, 8:00AM - 3:00PM

DESTINATION	TOWN
Spectrum Works, Inc.	Secaucus, NJ

Field Trips

Name: Amanda Zoran, Monica Yepes, Sameera Baig, Frank Piccinnini, James Pruden, Philip Martino, Glen Mezzatesta, Andrew DeBlock, Angela Taylor, Saah Hali, Kelly Walsh, Antoinette Bush, Roland Bianchi, Samantha Laliker
School or Department: Thomas Jefferson Middle School
Trip Planned: Community Food Bank of New Jersey
Location: Hillside, New Jersey 140 Students
Date(s): November 15, 2018 Depart: 9:00 AM Return: 1:30 PM
Estimated Cost: $900 – Substitute Required (Parent Funded)
EXPLANATION: This would help us build a sense of community and develop empathy.

Name: Karen Butler, Fredericka Ogletree, Thomas Papaleo, Kristen Cline, Tiana Benevenga, Debra Benitez, Jennie Brolowicz, Aya Shabarek, Meredith Laino Martino, Megan McBryde, Valerie Johnson, 18 parent chaperones
School or Department: Thomas Jefferson Middle School
Trip Planned: Van Cortlandt Manor
Location: Pocantico Hills, New York 120 Students
Date(s): June 6, 2018 Depart: 8:30 AM Return: 3:00 PM
Estimated Cost: $2441.25 – Substitute Not Required (Parent Funded)
EXPLANATION: Students would gain a greater understanding of how colonial people lived.

Name: Wendy Gladstein, 3 parent chaperones
School or Department: Whittier School
Trip Planned: Bergen Academies – The Nutcracker
Location: Hackensack, New Jersey 15 Students
Date(s): December 7, 2018 Depart: 9:30 AM Return: 12:30 PM
Estimated Cost: $415.17 – Substitute Not Required (Parent Funded)
EXPLANATION: Students would be able to see the relationship of stories put music and ballet.

Name: Luigi Venezia, Jennifer Joyce, Eileen Glassey
School or Department: Teaneck High School
Trip Planned: Monroe College
Location: New Rochelle, New York 36 Students
Date(s): December 6, 2018 Depart: 8:15 AM Return: 2:55 PM
Estimated Cost: $0 – Substitute Required (No Funding Required)
EXPLANATION: Students would gain a better understanding of the rewards and demands of a culinary career.

Field Trips

Name: Eve Klein, Barbara Preziosi, Katherine Crimmins, Diana Spain, Margaret Tewey, Marina Williams, Jessie Gorant
School or Department: Benjamin Franklin Middle School
Trip Planned: William Paterson University
Location: Wayne, New Jersey 74 Students
Date(s): November 16, 2018 Depart: 9:45 AM Return: 2:45 PM
Estimated Cost: $586.64 – Substitute Required (District Funded)
EXPLANATION: Students would tour and speak with admissions counselors, have a campus tour and review the applications process.

Name: Christine Mayers, Jason MacDonald
School or Department: Teaneck High School
Trip Planned: Raritan Valley Community College
Location: Branchburg, New Jersey 30 Students
Date(s): November 15, 2018 Depart: 9:00 AM Return: 3:30 PM
Estimated Cost: $293.36 – Substitute Required (District Funded)
EXPLANATION: Students would learn about Historically Black Colleges and Universities.

Name: Emily Smith, MeiLinh LaMui, Peter Antonakis, Amanda Estevez, Kerri Sanders, 2 Mission One Paraprofessionals, 6 parent chaperones
School or Department: Bryant School
Trip Planned: Bergen Academies “The Nutcracker Suite”
Location: Hackensack, New Jersey 50 Students
Date(s): December 7, 2018 Depart: 9:15 AM Return: 12:30 PM
Estimated Cost: $1118.35 - Substitute Required (Parent Funded)
EXPLANATION: Students would gain an understanding of how literacy can come to life.

Name: Adrienne Williams, Yris Acevedo, Susie Cipriani
School or Department: Teaneck High School
Trip Planned: Youth World AIDS Day Conference
Location: Tenafly, New Jersey 30 Students
Date(s): November 30, 2018 Depart: 8:00 AM Return: 1:30 PM
Estimated Cost: $262.35 – Substitute Required (District Funded)
EXPLANATION: Students would learn to live a healthier life style.

Name: Katie Cannao, James Lagomarsino, Marc Monroe
School or Department: Teaneck High School
Trip Planned: Whittier School
Location: Teaneck, New Jersey 36 Students
Date(s): December 7, 2018 Depart: 8:15 AM Return: 2:00 PM
Estimated Cost: $289.80 – Substitute Required (District Funded)
EXPLANATION: Teaneck High School Students would be teaching 5 business classes to the elementary schools.

Field Trips

Name: Kristen Ferreira, Jennifer Domingues, Michele DiLullo, Deborah Nicotera, Tara Webb, 4 Mission One Paraprofessional, 10 parent chaperones
School or Department: Hawthorne School
Trip Planned: The Planetarium at Raritan Valley Community College
Location: Branchburg, New Jersey 65 Students
Date(s): March 28, 2019 Depart: 8:40 AM Return: 2:30 PM
Estimated Cost: $1834.64 – Substitute Required (Parent Funded)
EXPLANATION: Students would view two planetarium shows about the planets and weather and participate in a solar system scavenger hunt.

Name: Tawana Smith, Jemara Blount, Lisa Brown, Saundra Warren Givens, Felix Meija, Maryann Doris, 3 Paraprofessionals, 13 parent chaperones
School or Department: Hawthorne School
Trip Planned: Waterloo Village
Location: Stanhope, New Jersey 87 Students
Date(s): May 14, 2019 Depart: 9:00 AM Return: 2:00 PM
Estimated Cost: $1646.64 – Substitute Required (Parent Funded)
EXPLANATION: Students would be learning about American History and the different regions of the United States.

Name: Kara Lindner, Victor Hernandez, Danielle Jackson, Tara Webb, 3 paraprofessionals, 12 parent chaperones
School or Department: Hawthorne School
Trip Planned: Meadowlands Environmental Center
Location: Lyndhurst, New Jersey 70 Students
Date(s): May 15, 2019 Depart: 9:00 AM Return: 2:30 PM
Estimated Cost: $1674.76 – Substitute Required (Parent Funded)
EXPLANATION: Students would learn how features of their bodies aid in their survival.

Name: Javalda Powell, Giannil Hidalgo, Elzbieta Biernacka
School or Department: Teaneck High School FORUM
Trip Planned: Monster Mini Golf
Location: Paramus, New Jersey 12 Students
Date(s): November 15, 2018 Depart: 4:00 PM Return: 7:00 PM
Estimated Cost: $418.17 – Substitute Not Required (Grant Funded)
EXPLANATION: Provides students with the opportunity to practice social skills and as a reward for participation in the program

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Name: Javalda Powell, Giannil Hidalgo, Elzbieta Biernacka
School or Department: Teaneck High School FORUM
Trip Planned: Dave and Buster's
Location: Wayne, New Jersey 12 Students
Date(s): December 18, 2018 Depart: 4:00 PM Return: 7:00 PM
Estimated Cost: $811.36 – Substitute Not Required (Grant Funded)
EXPLANATION: Provides students with the opportunity to practice social skills and as a reward for participation in the program

Field Trips

Name: Javalda Powell, Giannil Hidalgo, Elzbieta Biernacka
School or Department: Teaneck High School FORUM
Trip Planned: Escape Room and Noches de Columbia
Location: Hackensack, New Jersey 12 Students
Date(s): December 4, 2018 Depart: 4:00 PM Return: 7:00 PM
Estimated Cost: $922.17 – Substitute Not Required (Grant Funded)
EXPLANATION: Reward/Incentive for hard work and participation, creates teamwork within the program.

Name: Javalda Powell, Giannil Hidalgo, Elzbieta Biernacka
School or Department: Teaneck High School FORUM
Trip Planned: Humdingers
Location: Paramus, New Jersey 12 Students
Date(s): November 27, 2018 Depart: 4:00 PM Return: 7:00 PM
Estimated Cost: $713.42 – Substitute Not Required (Grant Funded)
EXPLANATION: Provides students with the opportunity to practice social skills and as a reward for participation in the program.

Name: Javalda Powell, Giannil Hidalgo, Elzbieta Biernacka
School or Department: Teaneck High School FORUM
Trip Planned: Maggiano's
Location: Hackensack, New Jersey 12 Students
Date(s): December 11, 2018 Depart: 4:00 PM Return: 7:00 PM
Estimated Cost: $816.27 – Substitute Not Required (Grant Funded)
EXPLANATION: Provides students with the opportunity to practice social skills and as a reward for participation in the program

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Name: LeeAnn Newland
School or Department: Teaneck High School
Trip Planned: Fairleigh Dickinson University – Rothman Center
Location: Hackensack, New Jersey 10 Students each date
Date(s): November 20, 2018, January 21, 26 and 31, 2019, February 2, 16 and 23, 2019
Various Times
Estimated Cost: $0 – Substitute Not Required (No Funding Required)
EXPLANATION: Students would participate in collaboration with the Fairleigh Dickinson Pep Band to play at various home Men's and Women's Basketball games.

Additional Field Trips

Name: Charles Clark, James Belluzzi, Jason McDonald, Jerome Smart
School or Department: Teaneck High School
Trip Planned: Bergen Community College
Location: Paramus, New Jersey 49 Students
Date(s): December 3, 2018 Depart: 8:30 AM Return: 2:00 PM
Estimated Cost: $312.47 – Substitute Required (District Funded)
EXPLANATION: Students would learn to prepare for and organize their presentations for the Heroes and Cool Kids program.

Name: Yris Acevedo, Shenijah Curtis
School or Department: Teaneck High School - FORUM
Trip Planned: Escape Room
Location: Hackensack, New Jersey 12 Students
Date(s): December 5, 2018 Depart: 4:00 PM Return: 7:00 PM
Estimated Cost: $853.11 – Substitute Not Required (Grant Funded)
EXPLANATION: Focus on team building and providing incentives for their hard work during the program.

Name: Jennifer Domingues, Michele DiLullo, Debbie Nicotera, Kristen Ferreira, Betty Garcia, Tara Webb, 4 paraprofessionals, 12 parent chaperones
School or Department: Hawthorne School
Trip Planned: LegoLand
Location: Yonkers, New York 83 Students
Date(s): February 21, 2018 Depart: 8:45 AM Return: 2:30 PM
Estimated Cost: $1706 – Substitute Required (Parent Funded)
EXPLANATION: Students would build a series of models and experiment with gears using engineering and design processes.

Teaneck Public Schools
Public Work Session
November 7, 2018
Finance and Budget - 6.

that the Board approve the attached list of Student Fundraising activities by school.

Explanation:

Proposed fundraising activities are approved by the Board.

ATTACHMENTS:

Description	Type
Student Fundraising	Cover Memo

Fundraising Activities by School

School or Department: Thomas Jefferson Middle School
Fundraising Activity: Stop & Shop Rewards Program
Sponsoring Organization: Thomas Jefferson PTO
Name of sponsors: Nadia Grier (parent volunteer)
Participants: PTO Volunteers would sell to students and their families
Location: Main Lobby as determined by the principal's office
Date(s): November 15, 2018 through June 19, 2019
Estimated funds to be raised by this activity: $300
Funds to sponsoring organization: 100%

EXPLANATION: The funds would be used to offset costs of field trips, activities and purchase technology.

School or Department: Benjamin Franklin Middle School
Fundraising Activity: Bake Sale
Sponsoring Organization: Destiny 6 Girls Empowerment Club
Name of sponsors: Eve Klein (staff member)
Participants: Destiny 6 Club members would sell to the students of Benjamin Franklin
Location: Main Lobby as determined by the principal's office
Date(s): October 2018 through May 2019
Estimated funds to be raised by this activity: $50-$75
Funds to sponsoring organization: 100%

EXPLANATION: The funds would be used for club materials, activities, and donations.

School or Department: Benjamin Franklin Middle School
Fundraising Activity: Fall Fest Bake Sale and Juice
Sponsoring Organization: Student Council
Name of sponsors: Hina Mehta and Belkis Petrus (staff member)
Participants: Student Council would sell to the Students and Staff
Location: Benjamin Franklin Lobby after school as determined by the principal's office
Date(s): November 13, 2018 through November 15, 2018 Time: 3:30 pm
Estimated funds to be raised by this activity: $300
Funds to sponsoring organization: 100%

EXPLANATION: The funds raised would be used for student activities.

School or Department: Benjamin Franklin Middle School
Fundraising Activity: Ticket Sale for "Fall Fest" and Bake Sale
Sponsoring Organization: Makerspace
Name of sponsors: Tanya Rivera (staff member)
Participants: Makerspace Members would sell to the students and staff
Location: Benjamin Franklin Middle School Lobby
Date(s): November 13, 2018 through November 18, 2018 Time: 3:30 pm
Estimated funds to be raised by this activity: $100
Funds to sponsoring organization: 100%

EXPLANATION: The funds would be used to purchase future project materials.

Fundraising Activities by School

School or Department: Benjamin Franklin Middle School
Fundraising Activity: Canned Food Drive
Sponsoring Organization: Awesomely PINK
Name of sponsors: Danielle James (parent volunteer)
Participants: Students in grades 5-8
Location: Lunch Room during lunch hours
Date(s): November 26, 2018 through December 7, 2018
Estimated funds to be raised by this activity: $700
Funds to sponsoring organization: 100%

EXPLANATION: The donations received would be given to the Center for Food Action.

School or Department: Benjamin Franklin Middle School
Fundraising Activity: Bake Sale
Sponsoring Organization: BF Achievers (grade 7/8)
Name of sponsors: Michael Smith (staff member)
Participants: BF Achiever members would sell to student body
Location: BFMS Main Lobby after school as determined by the principal's office
Date(s): December 12, 2018 through June 30, 2019
Estimated funds to be raised by this activity: $200
Funds to sponsoring organization: 100%

EXPLANATION: Funds would be used for materials, supplies and rewards for group participants.

School or Department: Teaneck High School
Fundraising Activity: Volleyball Game (Entry Fee)
Sponsoring Organization: Girls and Boys Volleyball
Name of sponsors: Susie Cipriano and Jason McDonald (staff members)
Participants: Students, faculty, and staff would pay to enter the game.
Location: Teaneck High School Lobby
Date(s): November 17, 2018
Estimated funds to be raised by this activity: $500
Funds to sponsoring organization: 100%

EXPLANATION: The funds would be used to purchase extra apparel and end of season dinner.

School or Department: Teaneck High School
Fundraising Activity: "Pay What You Want" Donations
Sponsoring Organization: Theater Department
Name of sponsors: Todd Murphy (staff member)
Participants: Senior citizens and middle school students are invited free of charge to the final rehearsal. The Theater Department members would ask the senior citizens and middle school students if they would like to make a donation.
Location: THS Lobby/Auditorium Box Office during rehearsal
Date(s): November 15, 2018 Time: 5:00 pm
Estimated funds to be raised by this activity: $50 - $100
Funds to sponsoring organization: 100%

EXPLANATION: The funds would be used for the THS Theater Scholarship fund.

Fundraising Activities by School

School or Department: Teaneck High School
Fundraising Activity: Chipotle Fundraiser
Sponsoring Organization: Pan Asian Club
Name of sponsors: Mary Joyce Laqui (staff member)
Participants: Pan Asian Club Members would offer to friends, family and THS staff/students
Location: Chipotle, Hackensack, NJ
Date(s): January, 2019 (date to be determined by Chipotle Restaurant)
Estimated funds to be raised by this activity: $200
Funds to sponsoring organization: 100%

EXPLANATION: The funds would be used to purchase materials, supplies for club events and activities.

School or Department: Teaneck High School
Fundraising Activity: Bake Sale
Sponsoring Organization: Pan Asian Club
Name of sponsors: Mary Joyce Laqui (staff member)
Participants: Pan Asian Club Members would sell to THS staff/students
Location: THS Lobby after school as determined by the principal's office
Date(s): December 2018 through June 2019
Estimated funds to be raised by this activity: $75 - $100
Funds to sponsoring organization: 100%

EXPLANATION: The funds would be used to purchase materials, supplies for club events and activities.

School or Department: Teaneck High School
Fundraising Activity: Ice Cream and Waffles
Sponsoring Organization: Theater Department
Name of sponsors: Todd Murphy, Tzippy Hiller (staff member and parent volunteer)
Participants: Theater Department would sell to the students of Teaneck High School
Location: 1st Floor Lobby after school as determined by the principal's office
Date(s): November 26, 2018; December 20, 2018; January 31, 2019; February 21, 2019; March 21, 2019; April 10, 2019; May 30, 2019 Time: 3:30 pm
Estimated funds to be raised by this activity: $100
Funds to sponsoring organization: 100%

EXPLANATION: The funds would be used for the Teaneck High School Theater Scholarship fund.

School or Department: Teaneck High School
Fundraising Activity: Chipotle Fundraiser
Sponsoring Organization: THS Boys Basketball
Name of sponsors: Marcelle Williams (Coach/staff member)
Participants: Boys Basketball Team would sell to friends, family, staff and students
Location: Chipotle, Hackensack, NJ
Date(s): November 27, 2018
Estimated funds to be raised by this activity: $200
Funds to sponsoring organization: 100%

EXPLANATION: The funds would be used to purchase team equipment and for the end-of-year banquet.

Fundraising Activities by School

School or Department: Teaneck High School
Fundraising Activity: Chipotle Fundraiser
Sponsoring Organization: THS Boys Basketball
Name of sponsors: Marcelle Williams (Coach/staff member)
Participants: Boys Basketball Team would sell to friends, family, staff and students
Location: Chipotle, Hackensack, NJ
Date(s): November 27, 2018
Estimated funds to be raised by this activity: $200
Funds to sponsoring organization: 100%

EXPLANATION: The funds would be used to purchase team equipment and for the end-of-year banquet.

that the Board approve the contracts, for out-of-district tuition, for students who would require a special education program during the 2018-2019 school year, as per the attached list.

Explanation:

The schools listed would provide services to students in accordance with their respective IEPs.

ATTACHMENTS:

Description	Type
OOD Tuition 2018 2019	Cover Memo

OUT-OF-DISTRICT TUITION CONTRACTS 2018-2019

STUDENT ID#	SCHOOL	TUITION	START DATE	1:1 AIDE
103649	Cornerstone Day School	$84,662.00	9/4/2018	
104835	CTC Academy	$69,230.00	10/16/2018	$22,660.00
104542	Cornerstone Day School	$84,662.60	10/10/2018	
	TOTAL	$238,554.60		$22,660.00

that the Board approve the contracts with those clinicians and agencies on the attached list who would provide related services and / or independent evaluations during the 2018-2019 school year.

Explanation:

These clinicians and agencies would provide services to students on an as-needed basis in accordance with their respective IEPs.

ATTACHMENTS:

Description	Type
Clinicians 2018-2019	Cover Memo

CLINICIANS 2018-2019

CLINICIAN	**RATES**	**NOT TO EXCEED**
Professional Education Services	$54 /hr. Bedside Instruction	$15,000
Union County Educational Services Commission, Trinitas Regional Medical Center	$67 /hr. Bedside Instruction	$15,000
	TOTAL	$30,000

that the Board approve the contracts with those clinicians and agencies on the attached list who would provide related services and / or independent evaluations during the 2018-2019 school year.

Explanation:

These clinician entries are being revised to include all therapy services being provided to our students. These services did not appear on the original motion. The total amount has not changed.

ATTACHMENTS:

Description	Type
Clinicians 2018-2019 Revisions	Cover Memo

***Revised* CLINICIANS 2018-2019**

CLINICIAN	RATES	NOT TO EXCEED
Pascack Valley Regional High School	$100 /hr. Physical Therapy	$6,000
Northern Valley Regional High School	$65 /hr. Physical and Occupational Therapy	$25,000
Cresskill Public Schools	$60 /30 mins. Speech $30 /30 mins. Counseling	$6,000
	TOTAL	$37,000

These clinician entries are being revised to include all therapy services being provided to our students. These services did not appear on the original motion. The total amount has not changed.

that the Board approve the amendments to the Chapter 192/193 Non-Public Services grant for an increase in funding provided to Teaneck, as reflected in the funding statements appended to and made a part of the Minutes. This funding is provided to the Teaneck School District by the New Jersey Department of Education to provide additional Chapter 192, Compensatory Education, and Chapter 193, Supplemental Instruction, Annual Reviews, Initial Evaluations to determine eligibility for Special Education and Speech Services.

Explanation:

The New Jersey Department of Education provides Chapter 192/193 additional funds on an as-needed basis for students who are parentally placed and attending non-public schools in the town of Teaneck. Increased funding as of October 19, 2018, was $11,155. reflecting an increase of 15 students enrolled in the non-public schools in the town of Teaneck, New Jersey. This money passes through from the State to the non-public schools; no District funds are involved.

ATTACHMENTS:

Description	Type
192-193 STATEMENT 10-29-2018	Cover Memo

New Jersey
Department of Education

Office of School Finance

CH192/193 Funding Statement and Additional Funding Request

10/19/2018

*UNOFFICIAL Funding Statement **

County: 03-BERGEN

District: 5150-TEANECK TWP

2018-19 FUNDING STATEMENT FOR SERVICES UNDER CHAPTERS 192 & 193 LAWS OF 1977 AS AMENDED

STATE AID AMOUNTS FOR SERVICES UNDER CHAPTER 192

Program	2018-19 Rate/Pupil		Pupils		Alloc. for each Service 2018-19	Add'l Pupils	Additional 2018-19 Funding	Total 2018-19 Funding to Date
Compensatory Education*	$995.33	X	85	=	$71,913.00	0	$0.00	$71,913.00
E.S.L*	$1,015.00	X	28	=	$24,157.00	0	$0.00	$24,157.00
Transportation*					$15,810.00		$0.00	$15,810.00
Total Alloc. for CH.192 Services - 2018-19					$111,880.00		$0.00	$111,880.00 (A)

* Prorated at 85%

STATE AID AMOUNTS FOR SERVICES UNDER CHAPTER 193

Program	2018-19 Rate/Pupil		Pupils		Alloc. for each Service 2018-19	Add'l Pupils	Additional 2018-19 Funding	Total 2018-19 Funding to Date
Initial Exam & Class.*	$1,326.17	X	71	=	$90,392.00	0	$0.00	$90,392.00
Annual Exam & Class.*	$380.00	X	95	=	$34,656.00	0	$0.00	$34,656.00
Corrective Speech*	$930.00	X	47	=	$41,962.00	15	$12,946.00	$54,908.00
Supplemental Instr.*	$826.00	X	89	=	$70,573.00	70	$54,715.00	$125,288.00
Total Alloc. for CH.193 Services - 2018-19					$237,583.00		$67,661.00	$305,244.00 (B)

* Prorated at 96%

Total CH. 192/193 Allocation Payable (A + B): $417,124.00

Calculated Monthly Payments:

SEP	$34,946.00	NOV	$42,464.00	JAN	$42,464.00	MAR	$42,464.00	MAY	$42,464.00
OCT	$42,464.00	DEC	$42,464.00	FEB	$42,464.00	APR	$42,464.00	JUN	$42,466.00

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**Official monthly Funding Statements are available through School Aid - School Aid Payments and Notices website on the homeroom after requests have been certified and the payment is processed each month.*

New Jersey
Department of Education

Office of School Finance

CH192/193 Funding Statement and Additional Funding Request

10/19/2018

*UNOFFICIAL Funding Statement **

County: 03-BERGEN

District: 5150-TEANECK TWP

2018-19 FUNDING STATEMENT FOR SERVICES UNDER CHAPTERS 192 & 193 LAWS OF 1977 AS AMENDED

STATE AID AMOUNTS FOR SERVICES UNDER CHAPTER 192

Program	2018-19 Rate/Pupil		Pupils		Alloc. for each Service 2018-19	Add'l Pupils	Additional 2018-19 Funding	Total 2018-19 Funding to Date
Compensatory Education*	$995.33	X	85	=	$71,913.00	0	$0.00	$71,913.00
E.S.L*	$1,015.00	X	28	=	$24,157.00	0	$0.00	$24,157.00
Transportation*					$15,810.00		$0.00	$15,810.00
Total Alloc. for CH.192 Services - 2018-19					$111,880.00		$0.00	$111,880.00 (A)

* Prorated at 85%

STATE AID AMOUNTS FOR SERVICES UNDER CHAPTER 193

Program	2018-19 Rate/Pupil		Pupils		Alloc. for each Service 2018-19	Add'l Pupils	Additional 2018-19 Funding	Total 2018-19 Funding to Date
Initial Exam & Class.*	$1,326.17	X	71	=	$90,392.00	0	$0.00	$90,392.00
Annual Exam & Class.*	$380.00	X	95	=	$34,656.00	0	$0.00	$34,656.00
Corrective Speech*	$930.00	X	47	=	$41,962.00	15	$12,946.00	$54,908.00
Supplemental Instr.*	$826.00	X	89	=	$70,573.00	70	$54,715.00	$125,288.00
Total Alloc. for CH.193 Services - 2018-19					$237,583.00		$67,661.00	$305,244.00 (B)

* Prorated at 96%

Total CH. 192/193 Allocation Payable (A + B): $417,124.00

Calculated Monthly Payments:

SEP	$34,946.00	NOV	$42,464.00	JAN	$42,464.00	MAR	$42,464.00	MAY	$42,464.00
OCT	$42,464.00	DEC	$42,464.00	FEB	$42,464.00	APR	$42,464.00	JUN	$42,466.00

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POSITION DESCRIPTION

POSITION TITLE: DIRECTOR OF TECHNOLOGY

ADMINISTRATIVE RELATIONSHIP: Superintendent of Schools, School Business Administrator

SUPERVISES: Technology and Information Services Staff

NATURE AND SCOPE OF JOB:

The Director of Technology provides leadership aligned with district goals to ensure that resources effectively support teaching and learning throughout the district. The Director will also provide leadership regarding the planning, development, implementation and evaluation of technology use within the district. The Director will coordinate the planning, development, implementation and evaluation of curriculum and instructional practices within instructional technology and library media to ensure that all students meet and exceed the New Jersey adopted standards.

ESSENTIAL QUALIFICATIONS:

The Director of Technology shall:

1. Hold a Master's Degree from an accredited college or university.
2. Have at least five (5) years of successful administrative experience.
3. Google Admin Certification (must be obtained within 120 days of assuming position)
4. Experience with supporting: Hosted Applications; Desktop Management Systems; Directory Services and Local Area Networks, Google for Education, Active Directory and GADS
5. Experience with Operating Systems; Software and Hardware with Apple, PC, and Chrome OS platforms
6. Experience in K-12 School District, preferably with 1:1 or extensive BYOD deployments
7. Strong organizational skills, with an ability to:
    a. Make decisions in accordance with established policies/regulations
    b. Understand and follow directions while working independently
    c. Take technical lead of projects, while working in a team environment
8. Motivated individual who demonstrates a high aptitude for technology, with a desire and ability to learn quickly
9. Outstanding communication skills
10. Meet such alternates to the above qualifications as the Superintendent may deem appropriate, acceptable and legal.

PREFERRED QUALIFICATIONS:

1. Previous experience as, or significant experience working with a Systems Administrator
2. Certifications from Google, VMWare and/or Microsoft
3. Experience with the following: Windows Deployment Server; Deployment Studio or similar product for Apple devices; virtual server environments; content filtering; Learning Management Systems; Google Apps in Education; threat detection/removal systems
4. Experience with networking protocols and advanced networking concepts (i.e. network switching, routing, and VLANs)

ESSENTIAL FUNCTIONS OF POSITION:

The Director of Technology shall:

1. Work collaboratively with central office administrators, principals and teachers to ensure that library media and technology services are effectively implemented throughout the district.
2. Provide support to administrative and supervisory staff.
3. Display the highest ethical and professional behavior and standards when working with students, parents, school personnel and agencies associated with the school.
4. Recommend, implement, support, and manage the latest technology instructional practices throughout the district.
5. Works collaboratively with schools and departments to support technology integration and innovation.
6. Identifies and supports instructional applications for technology.
7. Oversees implementation of District wide instructional technology needs in keeping with current standards in schools and Central Office
8. Attend required staff meetings and serve, as appropriate, on staff committees.
9. Observe strictly, to avoid the appearance of conflict, all requirements of the School Ethics Act (N.J.S.A. 18A:12-21 et seq.) regarding conflicts of interest in employment,
10. purchasing and other decisions, including solicitation and acceptance of gifts and favors, and submit in a timely fashion the required annual disclosure statement regarding employment and financial interests.
11. Perform any duties that are within the scope of employment and certifications, as assigned by the Superintendent and not otherwise prohibited by law or regulation.
12. Adhere to New Jersey School Law, State Board of Education Rules and Regulations, Board of Education Policies and Regulations, school regulations and procedures, and contractual obligations.
13. Deep understanding of information and instructional technology applied in an educational setting.
14. Ensures that the District's IT Security policies and practices are current in order to protect the integrity of all systems.
15. Provides oversight and direction for integrated data communications networks and the use of integrated database management systems.
16. Designs and implements on-line quality assurance support programs including system and database security.
17. Implements and evaluates systems and procedures to protect data integrity, reliability and accessibility.
18. Evaluates technological changes, emerging technologies and best practices in computer and communication fields to recommend innovative and cost effective integration of new technologies.
19. Oversees all functional areas of information technology including software design and development, systems administration, project management, systems testing and application and network support.
20. Sets standards/guidelines for software development processes and deliverables and measure performance against these standards.
21. Manages the District's centralized technology operating budget and recommends prudent fiscal approaches for long-term hardware and software acquisition and maintenance.
22. Oversees and manages the District's Business Enterprise Applications and Network Services
23. Recommends for hire, supervises and evaluates the work of assigned staff.
24. Negotiates and manages service contracts to ensure best outcomes for District technology investments.
25. Serves as a strategic advisor, functional expert and thought partner to the Superintendent and executive/management team regarding key data and accountability strategies, initiatives, and technology.

Position descriptions are established by the Human Resource Management Office and adopted by the Board of Education and are intended only to summarize the essential duties, responsibilities, qualifications, and requirements for the purpose of clarifying the general nature and scope of a position's role as part of the overall organization. Position descriptions are not designed to contain or be interpreted as a comprehensive inventory of all tasks an employee might be expected to perform, and they do not limit the right of the employer/supervisor to assign additional tasks or otherwise to modify duties to be performed.
Individuals shall perform other duties as assigned including work in other functional areas to cover absences or relief, to equalize peak work periods or otherwise balance the workload. Every employee has a duty to perform all assigned tasks. The order, of essential functions and duties of the position as listed in the position description, is not designed or intended to rank the duties in any order of importance relative to each other.

TERMS OF EMPLOYMENT:
Twelve-month position.

EVALUATION: The annual performance evaluation will be based on this position description, and any applicable Board of Education Policies.

Board Approved: November 14, 2018

POSITION DESCRIPTION

POSITION TITLE: Supervisor of Early Childhood/ Master Teacher

ESSENTIAL QUALIFICATIONS:

1. Hold a master's degree from an accredited college or university.
2. Hold a New Jersey Administrative Certificate in accordance with the requirements of N.J.S.A 18A:27.1 et seq., and N.J.S.A Title 6 Chapter 11, with a supervisor endorsement (N.J.A.C 6:11-9.3 and 9.6).
3. Hold a standard teaching certificate in Early Childhood or Elementary Education.
4. Have at least five (5) years of successful teaching and/or administrative experience in the content area(s) to be supervised.
5. Three (3) years experience in grants and funded programming, preferred.
6. Knowledge of the following pre-school curriculum programs: The Creative Curriculum, Curiosity Corner, HighScope Preschool Curriculum and/or Tools of the Mind.
7. Hold and maintain a valid driver's license with no serious violations.
8. Demonstrate excellent leadership and organizational skills as well as the ability to motivate people.
9. Demonstrate knowledge and understanding of curriculum development and program evaluation, child growth and development, effective instructional strategies, classroom management, learning assessment and diagnosis and research related to teaching and learning.
10. Exhibit a personality that exemplifed excellent interpersonal skills in order to engage with students, staff, administration, parents and the community.
11. Demonstrate excellent communication skills, both in spoken and in written English.
12. Demonstrate the ability to use electronic equipment for word processing, data management, information retrieval, visual and audio presentations and telecommunications.
13. Other qualifications as the Board and/or Superintendent of Schools finds appropriate.

ESSENTIAL FUNCTIONS OF POSITION:

1. Supervises and evaluates the operations of all preschool programs.
2. Supervises the development, preparation and administration of the department's budget.
3. Prepares any statute or federal reports required to be filed consistent with applicable statue, code or Board policy.
4. Prepares applicable reports for the Supervisor of Special Services, Supervisor of Special Education, Assistant Superintendent of Curriculum and Instruction and/or Superintendent of Schools.
5. Supervises and evaluates the department's personnel.
6. Provides supervision of both in-district classrooms and out-of-district preschool classrooms through staff meetings, classroom visitations, observations and evaluations.
7. Confers with in-district teachers, early childhood personnel, preschool child study team members on a regular basis to determine if goals of the program are being met.
8. Assists in the coordination of the enrollment, registration and placement process for early childhood students and families.
9. Oversees maintenance of copies and all records and forms related to the early childhood programs.
10. Assists professional staff in the development, evaluation and improvement of teaching techniques related to implementation of curricula and state standards.
11. Supervises the selection and use of all instructional materials, supplies, equipment, software, and inventory of the same.
12. Attends meetings, workshops and in-service programs relevant to early childhood, as requested by the New Jersey Department of Education.
13. Monitors and implements the professional development programs for all early childhood personnel members.
14. Participates in staff meetings, principals meetings and special committee meetings as requested by the Assistant Superintendent of Curriculum and Instruction and/or the Superintendent of Schools.
15. Participates in recruitment, selection, appointment, and orientation of new teachers.
16. Maintains regular contact with all community agencies and providers relative to the area of early childhood education.
17. Implements and monitors all plans governing early childhood instruction and fiscal spending.
18. Participates with school principals in the recommendation or non-recommendation of non-tenured early childhood personnel and the evaluation of tenured personnel through observation, consultation and a review of reports.
19. Develops and improves curriculum in early childhood programs by directing and working with the appropriate supervisors, consultants, teachers, and other members of the professional staff.

20. Coordinates with the Supervisor of Special Services, Supervisor of Special Education, Assistant Superintendent of Curriculum and Instruction and appropriate supervisors to ensure a smooth transition from preschool to grade 3 and beyond.
21. Analyze and interprets pre- and post- test data in conjunction with appropriate administrators and staff.
22. Completes mandated training programs as required by law.
23. Immediately notifies appropriate personnel and agencies and follow established procedures when there is evidence of substance abuse, child abuse, child neglect, severe medical or social conditions, potential suicide or individuals appearing to be under the influence of alcohol, controlled substances, or anabolic steroids.
24. Evaluates staff according to TeachNJ and recommends the removal or other such action(s) for staff members whose work is unsatisfactory according to established procedures.
25. Obtains and maintains certification for the Board approved employee evaluation system.
26. Completes and adheres to district mandates as directed by the Superintendent of Schools or designee (i.e., non-negotiables, bulletins, emails, goals, and objectives).
27. Performs all other duties that are assigned by the Superintendent of Schools.
28. Visits classrooms on a regular basis to coach and provide feedback to teachers to improve teaching practices through a reflective cycle.
29. Administers structured program evaluation instruments (in assigned classrooms) in the fall-winter to measure quality practices in preschool classrooms (e.g., ECERS-3, Tools of the Mind).
30. Uses performance-based assessment data and results of structured classroom observations to determine and support a high level of curriculum implementation.
31. Plans specific goals and training opportunities, including, but not limited to, modeling classroom practices and lessons, facilitating professional learning meetings, and planning and implementing workshops to improve weak areas as identified from structured observation instruments, curriculum observation instruments, performance-based assessment results, district evaluation data and other information.
32. Reflects on own professional development needs, attend workshops, read research articles consult with others, etc.
33. Completes any additional duties as directed by the Superintendent of Schools.

Position descriptions are established by the Human Resource Management Office and adopted by the Board of Education and are intended only to summarize the essential duties, responsibilities, qualifications, and requirements of the position for the purpose of clarifying the general nature and scope of a position's role as part of the overall organization. Position descriptions are not designed to contain or be interpreted as a comprehensive inventory of all tasks an employee might be expected to perform, and they do not limit the right of the employer/supervisor to assign additional tasks or otherwise to modify duties to be performed. Individuals shall perform other duties as assigned including work in other functional areas to cover absences or relief, to equalize peak work periods or otherwise balance the workload. Every employee has a duty to perform all assigned tasks. The order of essential functions and duties of the position as listed in the position description is not designed or intended to rank the duties in any order of importance relative to each other.

TERMS OF EMPLOYMENT:

Twelve-month position. Salary determined by negotiations between the Teaneck Board of Education and the Teaneck Association of Administrators and Supervisors.

EVALUATION:

The annual performance evaluation will be based upon this position description and any applicable State regulations and/or Board of Education policies.

Board Approved: 11/14/2018