

BRADLEY BEACH BOARD OF EDUCATION
515 Brinley Avenue
Bradley Beach, NJ 07720

A G E N D A

Regular Meeting
April 25, 2023

Bradley Beach Mission Statement

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

I. Call To Order/ Open Public Meetings Act

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

II. Flag Salute/Roll Call

III. Discussion Items

- Presentation of BBES High Honor Roll Certificates

IV. Student Representative Report

V. Committee Reports

VI. Minutes:

Approval of Meeting Minutes

Resolved: That the Board approve the Minutes of:

Regular Meeting – March 16, 2023

Confidential Executive Session – March 16, 2023

MOTION: _____ SECOND: _____ VOTE: _____

VII. Superintendent's Report

Executive Session

A. Personnel

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

AGENDA
Regular Meeting
April 25, 2023

1. Resolved: That the Board approve the following Brookdale Community College student observer for 8 hours of field observation for the Spring Semester: (Attachment VII-A.1)
 - Ms. Jennifer Niece
2. Resolved: That the Board accept the resignation, with regret, of Ms. Nancy Nakovick, Math Teacher, effective April 18, 2023. (Attachment VII-A.2)
3. Resolved: That the Board approve the Limited Revision to the 2022-2025 Collective Negotiations Agreement / Side Bar Agreement between the Bradley Beach Education Association and the Bradley Beach Board of Education as per the attachment. (Attachment VII-A.3)
4. Resolved: That the Board approve the extension of maternity leave without pay for Ms. Megan Jardine from May 4, 2023 until June 30, 2023. (Attachment VII-A.4)
5. Resolved: That the Board approve the appointment of the following substitute teachers for the 2022/2023 school year, at a rate of \$100.00 per day per day:
 - Dean Lamberti
 - Morgan Mission
 - Brianna Pazik
 - Erica Quiles
6. Resolved: That the Board approve the attendance and the registration cost of the following staff members for engagement in the designated professional training: [G]

Staff Member	Date(s) of Event	Name/Title of Professional Training	Location	Cost
Courtney Hammell	4-24-23	Red Bank Regional High School Articulation	RBRHS	0
Ashley Fox	4-24-23	Red Bank Regional High School Articulation	RBRHS	0
Anya Angeloni	Ongoing	ASCA National Model Specialist Training	Virtual	\$99
Michael Heidelberg	6-09-23	NJCIE Summer Inclusion Leadership Conference	Montclair State University Montclair, New Jersey	
Alison Zylinski	6-09-23	NJCIE Summer Inclusion Leadership Conference	Montclair State University Montclair, New Jersey	
Lisa D'Amore	5-02-23	Launching Math Investigations Through Children's Literature 3-5	Virtual	\$79
Christina Boyle	4-27-23	New Jersey Social Studies Supervisors Association	Virtual	\$0

AGENDA
Regular Meeting
April 25, 2023

Marjorie Zaccaro	6-07-23	Bridges Intervention	Virtual	\$75
Christina Boyle	Tentative Date 5-22-23	ESL Program Observation	Toms River Regional Schools	\$0
Alison Zylinski	Tentative Date 5-22-23	ESL Program Observation	Toms River Regional Schools	\$0
Marissa Vitale	5-03-23	Strengthening Instruction for Students with Special Needs: Best Technology	Virtual	\$279

MOTION: _____ SECOND: _____ VOTE: _____

B. Curriculum

1. Resolved: That the Board approve the 2023 Bradley Beach Elementary School Extended School Year Program. The program will run from Monday, July 10, 2023, until Thursday, August 10, 2023 (Monday through Thursday). The hours for students will be 8:30 AM to 12:00 PM, while the hours for certified teaching staff will be 3.75 hours per day.
2. Resolved: That the Board approve the 2023 Bradley Beach Elementary School Summer Jumpstart Program. The program will run from Monday, July 10, 2023, until Thursday, August 10, 2023 (Monday through Thursday). The hours for students will be 8:30 AM to 12:00 PM, while the hours for certified teaching staff will be 3.75 hours per day.
(Attachment VII-B.2)

C. Students

1. Resolved: That the Board approve the following revisions to the 2022/2023 School Calendar: Designate May 26, 2023, and June 20, 2023 as school closure days, as the school district has not utilized any emergency closing days during the 2022/2023 academic year.
(Attachment VII-C.1)
2. Resolved: That the Board approve the 2023/2024 School Calendar. (Attachment VII-C.2)
3. Resolved: That the Board approve the Tuition Contracts between the Point Pleasant Board of Education and the Bradley Beach Board of Education for the following students:
 - ID #2821
 - ID #2855
 - ID #2854
4. Resolved: That the Board approve maintaining the enrollment of the following non-resident students free of charge in accordance with Policy 5111 (Eligibility of Resident/Non-Resident Students):
 - ID #2623
 - ID #2495

AGENDA
Regular Meeting
April 25, 2023

5. Resolved: That the BBES Bullying Specialist reports no incidents of Harassment, Intimidation, and Bullying with one ongoing investigation in the Month of April, as of 4/20/23.
6. Resolved: That the Board approve the following 2022/2023 student field trips that provide community onsite learning aligning with the New Jersey Student Learning Standards: [B]

Date	Grade	Location	Cost	Bus
5/17/23	Kinder & 1st	Novine Planetarium	\$289	
5/25/23	ALL	Neptune Aquatics Center	\$400	\$450.00 First Student
5/22/23	3	Historic Allaire Village	\$195	\$300
5/23/23 or Alternative Date (due to ticket availability)	Selected Students	Titanic the Exhibition-NYC 6th Ave - 526 6th Ave	\$157.50	\$150 (Train & Subway)
5/23/23	Grades 2-4 of the Gifted and Talented Program	<i>Farm to Table Convocation</i> Allaire Community Farm Culinary Education Center FufillNJ	\$570	included in total fee

MOTION: _____ SECOND: _____ VOTE: _____

D. Policy

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

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

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

Policy/Regulation Number	Policy/Regulation Title
P 0135	Retirement - Abolish
P 0145	Board Member Resignation and Removal

AGENDA
Regular Meeting
April 25, 2023

P 0146	Board Member Authority
P 0148	Board Member Indemnifications
P 0163	Quorum
P 0169	Board Member Use of Electronic Mail/Internet (New)
P 0173	Duties of the Public School Accountant
P 0174	Legal Services (M)
P 1511	Board of Education Website Accessibility (M)
P 1550	Affirmative Action for Employment and Contract Practices (M)
P 0164	Conduct of Board Meeting

MOTION: _____ SECOND: _____ VOTE: _____

VIII. Business Administrator/Board Secretary's Report

Board Secretary's Monthly Certification

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

David Tonzola
School Business Administrator/Board Secretary

Payroll Certification

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

March 15, 2023 \$213,728.46
March 30, 2023 \$204,350.95

A. Approval of the Submission to Request FY 2023 Supplemental Stabilization Aid in the Amount of \$79,228

Resolved: That the Board approve the submission to request fiscal year 2023 Supplemental Stabilization Aid pursuant to Senate Bill No. 3732 in the amount of \$79,228.

MOTION: _____ SECOND: _____ VOTE: _____

AGENDA
Regular Meeting
April 25, 2023

B. Approval of the Submission of the Schmetic Plans for the HVAC Upgrades at the Nurse's Suite and Media Center

Resolved: That the Board approve the following resolution:

Whereas, The Board of Education of Bradley Beach in the County of Monmouth, New Jersey (the "Board"), desires to proceed with a school facilities project consisting generally of:

HVAC UPGRADES AT NURSE'S SUITE AND MEDIA
CENTER AT BRADLEY BEACH ELEMENTARY SCHOOL

Whereas, The Board now seeks to take the initial steps in order to proceed with the Project:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF BRADLEY BEACH IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, as follows:

Section 1. In accordance with the requirements of Section 6A:26-3 of the New Jersey Administrative Code, the Board hereby approves the Schematic Plans prepared in connection with the project, and the Board further authorizes the submission of same to the Monmouth County Superintendent of Schools and the New Jersey Department of Education for approval.

Section 2. The Board hereby authorizes the amendment to its Long-Range Facilities Plan in order to reflect the proposed Project.

Section 3. The School Administration and such other officers and agents of the Board as are necessary as are necessary, including the Board attorney, bond counsel and architect, are hereby authorized to perform such other acts, to execute such other documents and to do such other things as are necessary to implement the determinations of the Board set forth in this resolution. Including the submission of Information to the New Jersey Department of Education as applicable to the proposed Project.

Section 4. This project is being funded as an "other capital project."

Section 5. This resolution shall take effect immediately.

MOTION: _____ SECOND: _____ VOTE: _____

C. Approval of the Acceptance of the FY 2023 School Climate Change Pilot Grant Funds

Resolved: That the Board approve the acceptance of the FY 2023 School Climate Change Pilot Grant Funds in the amount of \$6,660.00.

MOTION: _____ SECOND: _____ VOTE: _____

AGENDA
Regular Meeting
April 25, 2023

D. Approval of Acceptance and Submission of 2023 Safety Grant

Resolved: That the Bradley Beach Board of Education hereby approves the submission of the grant application for the 2023 Safety Grant Program through the New Jersey Schools Insurance Group's MOCSSIF sub-fund for the purposes described in the application, in the amount of \$2,005.00 for the period July 1, 2023 through June 30, 2024.

MOTION: _____ SECOND: _____ VOTE: _____

E. Approval of Generous Donation of Two iPads from Kathleen Mosher

Resolved: That the Board approve the generous donation of two refurbished iPads from Kathleen Mosher to be utilized throughout the school.

MOTION: _____ SECOND: _____ VOTE: _____

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

Resolved: That the Financial Report of the Business Administrator/Board Secretary for the month ending March 31, 2023 is hereby approved, and the Business Administrator/Board Secretary is instructed to file same. (Attachment VIII-F)

MOTION: _____ SECOND: _____ VOTE: _____

G. Approval of Treasurer's Financial Report

Resolved: That the Financial Report of the Treasurer of School Funds for the month ending March 31, 2023 is hereby approved, and the Business Administrator/Board Secretary is instructed to file same. The report is in agreement with the report of the Business Administrator/Board Secretary. (Attachment VIII-G)

MOTION: _____ SECOND: _____ VOTE: _____

H. Approval of Monthly Certification

Resolved: That pursuant to N.J.A.C. 6A:23A-16.10(c)3, I, David Tonzola, Business Administrator/Board Secretary, do hereby certify that as of March 31, 2023, after review of the Secretary's Monthly Financial Report (appropriations section) and, upon consultation with the appropriate district officials, that, to the best of our knowledge, no major account or fund has been over-expended in violation of N.J.A.C. 6A:23A-16.10(c)4, that no line item appropriation is in violation of N.J.A.C. 6A:23A-16.10(c)4, and that sufficient funds are available to meet the district's financial obligations for the remainder of the fiscal year.

MOTION: _____ SECOND: _____ VOTE: _____

AGENDA
Regular Meeting
April 25, 2023

I. Approval of Budget Transfers (2022/2023)

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

MOTION: _____ SECOND: _____ VOTE: _____

J. Approval of March 2023 Payroll

Resolved: That the Board approve the March 2023 gross payroll in the amount of \$418,079.41.

MOTION: _____ SECOND: _____ VOTE: _____

K. Approval of Bills Payment

Resolved: That the Board approve payment of the April 25, 2023 regular bills list and as certified and approved. (Attachment VIII-K)

MOTION: _____ SECOND: _____ VOTE: _____

IX. Old Business

X. New Business

XI. President's Report

XII. Public Comments (Agenda Items Only)

XIII. Public Comments (Other Items Only)

XIV. Executive Session (if required)

XV. Adjournment



765 Newman Springs Road
Lincroft, NJ 07738-9988

March 29, 2023

To Whom It May Concern:

I am writing to confirm that Jennifer Neice is enrolled in the *Introduction to Teaching Pre-service course* with Brookdale Community College for the Alternate Route to Training program. This course requires the completion of 8 classroom observation hours. Four of these hours must be in a classroom which matches the student's intended Certificate of Eligibility. In addition, all candidates will observe four hours in a Special Education setting.

Jennifer has requested to do her observation hours in your district with the intent to obtain her Certificate of Eligibility, in order to teach in a New Jersey public school district. During the classroom observation hours, she will be completing a General Observation Form, which will be attached in an email. If any further information is needed, please do not hesitate to reach out.

Sincerely,

Jennifer Martins

Professor - Alternate Route to Teaching Program
Brookdale Community College

Michael Heidelberg

From: Nancy Nakovick <nnakovick@bbsnj.org> on behalf of Nancy Nakovick
Sent: Monday, April 17, 2023 4:59 PM
To: Michael Heidelberg
Subject: Resignation

Michael,

I need to resign for potential health reasons at this time. I have enjoyed working with you, Morgan, the staff and teachers. The school is a very nice school. Thank you.

Best,

Nancy Nakovick

SIDE BAR AGREEMENT

**Bradley Beach Education Ass'n
-and-
Bradley Beach Board of Education
Limited Revision to 2022-2025 Collective Negotiations Agreement**

WHEREAS the Bradley Beach Education Association ("BBEA") and the Bradley Beach Board of Education ("Board") are parties to a collective negotiations agreement covering the period between September 1, 2022 through June 30, 2025, and

WHEREAS, the 2022-2025 agreement between the BBEA and the Board contains certain provisions relating to paid holidays, and

WHEREAS, the Board has expressed an intent to develop a calendar for the 2023-2024 school year which more closely aligns with that maintained by the Township of Neptune, the receiving District for Bradley Beach's high school students, and

WHEREAS, the parties have reached an agreement on the terms of a 2023-2024 school year calendar which requires a limited and temporary modification to the 2022-2025 collective negotiations agreement by way of this side bar agreement;

It is on this _____ day of April 2023 hereby AGREED as follows:

1. Notwithstanding any language to the contrary at Article IV of the 2022-2025 contract, School Calendar and Length of School Year, and for the 2023-2024 school year only, the day of Columbus Day (October 9, 2023) shall be utilized as a Professional Development Day.
2. For the 2023-2024 school year only, the dates of Monday, November 6, 2023, Tuesday, November 7, 2023 and Wednesday November 8, 2023 shall be days off for all unit members for the purpose of both instruction and professional development.
3. This Side Letter Agreement applies to the 2023-2024 school calendar year exclusively and shall terminate on March 1, 2024, or, prior to the establishment of the 2024-2025 school year calendar, whichever occurs first.

[THIS SECTION LEFT INTENTIONALLY BLANK]

4. Except as specifically provided by this side bar agreement, all terms and conditions set forth in the 2022-2025 collective negotiations agreement shall remain in full force and effect as set forth therein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, their hands and seals to be placed hereon this _____ day of _____, 2023.

BRADLEY BEACH BOARD OF
EDUCATION

BRADLEY BEACH EDUCATION
ASSOCIATION

President

President

Secretary

Secretary

Michael Heidelberg

From: Megan Jardine <mjardine@bbesnj.org> on behalf of Megan Jardine
Sent: Wednesday, April 19, 2023 2:49 PM
To: Michael Heidelberg
Subject: Request to extend leave

Dear Mr. Heidelberg,

I am writing this letter to request to extend my maternity leave until June 20, 2023. I intend to return to work in September. If you have any questions or concerns, please let me know.

Thank you,
Megan Jardine

Sent from my iPhone

BRADLEY BEACH ELEMENTARY SCHOOL

515 BRINLEY AVENUE

BRADLEY BEACH, NEW JERSEY 07720

TELEPHONE: (732) 775-4413

www.bbesnj.org

Dr. Elizabeth J. Franks, Ed. D.
Board President

Mr. Michael Heidelberg
Superintendent/Principal

Ms. Morgan Maclearie-Gonzalez
Director of Curriculum/Instruction

Mr. David Tonzola
Business Administrator/Board Secretary

Mrs. Alison Zylinski
Director of Special Services



Bradley Beach Summer Jumpstart Program

Overview:

The Summer Jumpstart Program is a 5-week-long, grant-funded educational initiative designed for PK-8 students who have been specifically invited to participate. This program aims to help close learning gaps, provide remediation, and foster personal growth. Supported by ESSER funds, it is dedicated to ensuring that every invited child receives the strong academic foundation they need to succeed in the upcoming school year and beyond. Additionally, the program serves as a corollary to the Extended School Year (ESY) program for students who require specialized support.

Student Selection Criteria:

- Students with an active Individualized Education Program (IEP).
- Students participating in the Multi-Tiered System of Supports (MTSS) process.
- Students recommended by teachers based on their academic performance and needs.

Program Objectives:

- Address learning gaps and academic challenges due to COVID-19 disruptions or other factors.
- Strengthen students' academic skills in core subjects such as reading, writing, math, and science.
- Provide targeted intervention and support for students with IEPs or those identified as at-risk.
- Enhance social-emotional learning and promote personal development through group activities and project-based learning.
- Prepare students for a successful transition to the next grade level or new academic environment.

BRADLEY BEACH ELEMENTARY SCHOOL

515 BRINLEY AVENUE

BRADLEY BEACH, NEW JERSEY 07720

TELEPHONE: (732) 775-4413

www.bbcsnj.org

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Superintendent/Principal

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Director of Curriculum/Instruction

Mr. David Tonzola
Business Administrator/Board Secretary

Mrs. Alison Zylinski
Director of Special Services



Program Highlights:

- Small class sizes to ensure personalized attention and support for each student.
- Highly qualified and experienced teachers and support staff to deliver specialized instruction and intervention.
- Individualized learning plans tailored to each student's unique needs, abilities, and goals.
- Collaborative, hands-on, and engaging activities designed to promote active learning and critical thinking.
- Integration of technology to support and enhance the learning process.
- Support for English Language Learners (ELLs) to improve language proficiency and academic achievement.
- Weekly progress monitoring and assessments to track student growth and make data-driven adjustments to instruction.
- Opportunities for parent involvement and communication to foster a strong home-school connection.

Dates: July 10th - August 10th, 2023 (5 weeks)

Days: Monday - Thursday

Time: 8:30 AM - 12:00 PM

Teachers Hours: 8:15 - 12:00 PM

Invitations for eligible students to participate in the Summer Jumpstart Program will be sent out by June 1st, 2023.

BRADLEY BEACH ELEMENTARY SCHOOL (Update April 2023)

2022 - 2023

September 2022

S	M	T	W	T	F	S
				1	2	3
4	5	6	*7*	8	9	10
11	12	13	14	15	16	17
18	19	20	21	*22*	23	24
25	26	27	28	29	30	

18 Student/21 Teacher Days

October 2022

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

19 Student/20 Teacher Days

November 2022

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

18 Student/Teacher Days

December 2022

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

17 Student/Teacher Days

January 2023

S	M	T	W	T	F	S
1	2	*3*	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

20 Student/Teacher Days

September

- 1 & 2 - Professional Days - School Closed for Students
- 5 - Labor Day - School Closed
- 6 - Professional Day - School Closed for Students
- 7 - First Day for Students
- 22 - Back to School Night - 6:00 PM
- 23 - 1:00 Dismissal

October

- 7 - Professional Day - School Closed for Students
- 10 - Columbus Day - School Closed

November

- 10 & 11 - NJEA Convention - School Closed
- 21 & 22 - Parent/Teacher Conferences 1:00 Dismissal
- 23 - 1:00 Dismissal
- 24 & 25 - Thanksgiving Recess - School Closed

December

- 23 - 1:00 Dismissal
- 24-31 - Winter Recess - School Closed

January

- 2 - New Year's Day (Observed) - School Closed
- 3 - School Reopens
- 16 - Dr. King Observance - School Closed

February

- 17 - Professional Day - School Closed for Students
- 20 - Presidents' Day - School Closed

March

- 30 - Parent/Teacher Conferences 1:00 Dismissal
- 31 - 1:00 Dismissal

April

- 3-10 - Spring Recess - School Closed

May

- 29 - Memorial Day - School Closed

June

- 14 - 1:00 Dismissal
- 15 - Graduation - 1:00 Dismissal
- 16 - Last Day of School - 1:00 Dismissal
- 19 - Juneteenth - School Closed

Emergency Closing Days

* If no Emergency Closing Days are used, school will be closed May 26th and June 20th.

* If one Emergency Closing Day is used, school will be in session on May 26th

* If two Emergency Closing Days are used, school will be in session on May 26th and June 20th

* If an additional Emergency Closing Day is needed then it will be added to the end of the calendar as a 1:00 Dismissal

February 2023

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

18 Student/19 Teacher Days

March 2023

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

23 Student/Teacher Days

April 2023

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

14 Student/Teacher Days

May 2023

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

21 Student/Teacher Days

June 2023

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	*15*	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

12 Student/Teacher Days

Total Student Days - 180

Total Teacher Days - 185

Emergency Closing - 2

	Closed
	Teacher Inservice/ School Closed
	1:00 P.M. Dismissal
	Unused Emergency Closing

BRADLEY BEACH ELEMENTARY SCHOOL

2023 - 2024

September 2023

S	M	T	W	T	F	S
					1	2
3	4	5	*6*	7	8	9
10	11	12	13	14	15	16
17	18	19	20	*21*	22	23
24	25	26	27	28	29	30

18 Student/ 20 Teacher Days

October 2023

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

21 Student/ 22 Teacher Days

November 2023

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

15 Student/ 15 Teacher Days

December 2023

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

16 Student/ 16 Teacher Days

January 2024

S	M	T	W	T	F	S
	1	*2*	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

20 Student/ 21 Teacher Days

September

- 1 - Professional Day - School Closed for Students
- 4 - Labor Day - School Closed
- 5 - Professional Day - School Closed for Students
- 6 - First Day for Students
- 21 - Back to School Night - 6:00 PM
- 22 - 1:00 Dismissal

October

- 9 - Professional Day - School Closed for Students

November

- 6-10 - Fall Recess / NJEA Convention - School Closed
- 20 & 21 - Parent/Teacher Conferences 1:00 Dismissal
- 22 - 1:00 Dismissal
- 23 & 24 - Thanksgiving Recess - School Closed

December

- 22 - 1:00 Dismissal
- 23-31 - Winter Recess - School Closed

January

- 1 - New Year's Day - School Closed
- 2 - School Reopens
- 15 - Dr. King Observance - School Closed
- 29 - Professional Day - School Closed for Students

February

- 16 - Professional Day - School Closed for Students
- 19 - Presidents' Day - School Closed

March

- 29 - Spring Recess - School Closed

April

- 1-5 - Spring Recess - School Closed
- 11 - Parent/Teacher Conferences 1:00 Dismissal
- 12 - 1:00 Dismissal

May

- 27 - Memorial Day - School Closed

June

- 18- 1:00 Dismissal
- 19 - Graduation - 1:00 Dismissal
- 20 - Last Day of School - 1:00 Dismissal
- 21 - Juneteenth - School Closed

Emergency Closing Days

- * If no Emergency Closing Days are used, school will be closed May 24th and 28th
- * If one Emergency Closing Day is used, school will be in session on May 24th
- * If two Emergency Closing Days are used, school will be in session on May 24th and 28th
- * If an additional Emergency Closing Day is needed then it will be added to the end of the calendar as a 1:00 Dismissal

February 2024

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

19 Student/ 20 Teacher Days

March 2024

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

16 Student/ 16 Teacher Days

April 2024

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

21 Student/ 21 Teacher Days

May 2024

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

22 Student/ 22 Teacher Days

June 2024

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	*19*	20	21	22
23	24	25	26	27	28	29
30						

14 Student/14Teacher Days

Total Student Days - 180

Total Teacher Days - 185

Emergency Closing - 2

	Closed
	Teacher Inservice/ School Closed
	1:00 P.M. Dismissal
	Unused Emergency Closing

POLICY**ABOLISH****Bradley Beach
Board of Education**

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

0147. BOARD MEMBER COMPENSATION AND EXPENSES (M)

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

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

Travel Expenses

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

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

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

Adopted: 17 October 2000

1643 FAMILY LEAVE

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

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

A. New Jersey Family Leave Act

1. Definitions Relative to New Jersey Family Leave Act

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

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

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

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

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



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

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

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

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

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

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

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



ADMINISTRATION

1643/page 3 of 33

Family Leave

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

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

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

2. Reasons for NJFLA Leave

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



POLICY

BRADLEY BEACH BOARD OF EDUCATION

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

ADMINISTRATION

1643/page 4 of 33

Family Leave

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

3. Staff Member Eligibility

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



ADMINISTRATION

1643/page 5 of 33

Family Leave

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

[Select one option

_____ the calendar year.

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

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

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

- d. This Policy shall serve as notice to all staff members of the method chosen in A.3.c. above. This method shall be applied consistently and uniformly to all staff members.

(1) If the Board transitions to another method, the Board is required to give at least sixty days' notice to all staff members and the transition must take place in such a way that staff members retain their full benefit of twelve weeks of NJFLA leave under whichever method affords the greatest benefit to a staff member.

- e. The Board shall grant NJFLA leave to more than one staff member from the same family (for example, a husband and a wife, or a brother and a sister) at the same time, provided such staff members are otherwise eligible for NJFLA leave.

- f. The fact that a holiday may occur within the week taken by a staff member as NJFLA leave has no effect and the week is counted as a week of NJFLA leave.

(1) However, if a staff member is out on NJFLA leave and the staff member is not regularly scheduled to work for one or more weeks,



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

ADMINISTRATION

1643/page 6 of 33

Family Leave

4. Types of NJFLA Leave

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



ADMINISTRATION

1643/page 7 of 33

Family Leave

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



POLICY

BRADLEY BEACH BOARD OF EDUCATION

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

ADMINISTRATION

1643/page 8 of 33

Family Leave

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



POLICY

BRADLEY BEACH BOARD OF EDUCATION

- (b) The staff member must provide the Board with prior notice of the intermittent NJFLA leave on a reduced leave schedule as soon as practicable;

ADMINISTRATION

1643/page 9 of 33

Family Leave

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



ADMINISTRATION

1643/page 10 of 33

Family Leave

5. Certification

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



POLICY

BRADLEY BEACH BOARD OF EDUCATION

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

ADMINISTRATION
1643/page 11 of 33
Family Leave



POLICY

BRADLEY BEACH BOARD OF EDUCATION

of a staff member, by order of a public official due to the epidemic or other public health emergency, the date on which the closure of the school or place of care of the child of a staff member commenced and the reason for such closure;

ADMINISTRATION

1643/page 12 of 33

Family Leave

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



- (c) The Board notifies a staff member of its intent to deny the NJFLA leave at the time the Board determines that the denial is necessary.
- (2) The provisions of A.6.a.(1) above shall not apply when, in the event of a state of emergency declared by the Governor of New Jersey or when indicated to be needed by the Commissioner of Health – New Jersey Department of Health or other public health authority, the NJFLA leave is for an epidemic of a communicable disease, a known or suspected exposure to a communicable disease, or efforts to prevent spread of a communicable disease.
- (3) In any case in which NJFLA leave has already commenced at the time of the notification pursuant to A.6.a.(1)(c) above, a staff member shall return to work within ten working days of the date of notification.

7. Reinstatement from NJFLA Leave

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



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



POLICY

BRADLEY BEACH BOARD OF EDUCATION

ADMINISTRATION

1643/page 15 of 33

Family Leave

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

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

B. Federal Family and Medical Leave Act

1. Definitions Relative to Federal Family and Medical Leave Act

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

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



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

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

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

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

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

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

2. Qualifying Reasons for FMLA Leave

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

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



POLICY

BRADLEY BEACH BOARD OF EDUCATION

ADMINISTRATION

1643/page 17 of 33

Family Leave

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



POLICY

BRADLEY BEACH BOARD OF EDUCATION

ADMINISTRATION

1643/page 18 of 33

Family Leave

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

[Select one option

_____ the calendar year.

_____ a school year.

_____ a staff member's employment anniversary date.

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

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

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

4. Types of FMLA leave

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



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



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

5. Staff Member Notice Requirements

- a. A staff member eligible for FMLA leave must give at least a thirty day written advance notice to the Superintendent or designee if the need for the FMLA leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of a staff member or a family member.



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



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



POLICY

BRADLEY BEACH BOARD OF EDUCATION

ADMINISTRATION

1643/page 23 of 33

Family Leave

- (1) Teacher assistants or aides who do not have as their principal job actual teaching or instructing, guidance counselors, child study team members, curriculum specialists, cafeteria workers, maintenance workers, and/or bus drivers are not considered instructional staff members for the purposes of this Policy.
 - (2) For purposes of this Policy "Instructional Employees" shall be referred to as "Instructional Staff Members".
- b. "Semester" means the school semester that typically ends near the end of the calendar year and the end of the spring each school year. The Board can have no more than two semesters in a school year.
 - c. FMLA leave taken at the end of the school year and continues into the beginning of the next school year is considered consecutive FMLA leave.
 - d. Eligible instructional staff members that need intermittent or reduced FMLA leave to care for a family member or for a staff member's own serious health condition which is foreseeable based on planned medical treatment and would be on FMLA leave more than twenty percent of the total number of working days over the period the FMLA leave would extend, the Board may:
 - (1) Require a staff member to take the FMLA leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
 - (2) Transfer a staff member temporarily to an available alternative position for which a staff member is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of FMLA leave than does a staff member's regular position.
 - e. If the instructional staff member does not give the required notice for FMLA leave that is foreseeable and desires the FMLA leave to be taken intermittently or on a reduced FMLA leave schedule, the Board may require a staff member to take FMLA leave of a particular duration, or to transfer temporarily to an alternative position. Alternatively, the Board may require a staff member to delay taking the FMLA leave until the notice provision is met.



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



- k. The Board may require a staff member to stay on FMLA leave until the end of the school term. Any additional leave required by the Board to the end of the school term is not counted as FMLA leave; however:
 - (1) The Board shall be required to maintain a staff member's group health insurance; and
 - (2) The Board shall be required to restore a staff member to the same or equivalent job including other benefits at the conclusion of the leave.
- 8. FMLA Leave Related to Military Service
 - a. Definitions for FMLA related to military service shall be in accordance with 29 CFR §§825.122; .126; .127; and .310.
 - b. The foreign deployment of the staff member's spouse, child, or parent in accordance with 29 CFR §§825.122 and .126:
 - (1) The district must grant an eligible staff member up to twelve work weeks of unpaid, job-protected FMLA leave during any twelve month period for qualifying exigencies that arise when the staff member's spouse, child, or parent is on covered active duty, or has been notified of an impending call or order to covered active duty.
 - c. Military caregiver FMLA leave provides care for a covered servicemember with a serious injury or illness in accordance with 29 CFR §§825.122 and .127:
 - (1) The district must grant up to a total of twenty-six workweeks of unpaid, job-protected FMLA leave during a "single twelve month period" to care for a covered servicemember with a serious injury or illness.
- 9. Verification
 - a. The Board shall require that a staff member's FMLA leave to care for a staff member's covered family member with a serious health condition, or due to a staff member's own serious health condition that makes a staff member unable to perform one or more of the essential functions of a staff member's position, be supported by a certification issued by the health care provider of a staff member or a staff member's family member.



POLICY

BRADLEY BEACH BOARD OF EDUCATION

ADMINISTRATION

1643/page 26 of 33

Family Leave

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



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



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



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



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

11. The Board of Education Notice

a. Notice of Staff Member Rights Under FMLA

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

b. Eligibility Notice



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

c. Designation Notice

- (1) The Board is responsible in all circumstances for designating leave as FMLA-qualifying, and for giving notice of the designation to a staff member. The Board must notify a staff member whether the leave will be designated and will be counted as FMLA leave within five business days absent extenuating circumstances.
- (2) If the Board requires paid leave to be substituted for unpaid FMLA leave, or that paid leave taken under an existing leave plan be counted as FMLA leave, the Board must inform a staff member of this designation at the time of designating the FMLA leave.

12. Local Board of Education Practices

a. Substitution of Paid Leave

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

b. Maintenance of Staff Member Benefits

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

C. Shared Provisions

1. Interference with Family Leave Rights



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

2. Non-Tenured Teaching Staff

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

3. Record Keeping

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

4. Processing of Complaints

a. New Jersey Family Leave Act

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

b. Federal Family and Medical Leave Act (FMLA)

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



POLICY

BRADLEY BEACH BOARD OF EDUCATION

ADMINISTRATION

1643/page 33 of 33

Family Leave

- (2) A staff member also may file, or have another person file on his/her behalf, a complaint with the United States Secretary of Labor. A complaint may be filed in person, by mail, or by telephone with the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, at any local office of the Wage and Hour Division.
- (3) This Policy 1643 shall be posted on the school district website, in a manner accessible to all staff members and a hard copy shall be provided to all staff members annually prior to the beginning of the school year and upon initial employment in the school district during the school year.

29 CFR §825 et seq.

29 CFR §785

N.J.S.A. 10:5-1; N.J.S.A. 34:11B et seq.

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

Adopted:

2415/page 1 of 4



POLICY

ABOLISH

Bradley Beach
Board of Education

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

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

Table of Contents

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

Benefits

ABOLISH

K. Verification of Leave

1. Federal Family and Medical Leave Act
2. New Jersey Family Leave Act

L. Interference with Family Leave Rights

M. Non-Tenured Staff Member

N. Record Keeping

O. Processing of Complaints

A. Introduction

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

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

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

B. Applicability

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

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

C. Definitions

1. Federal Family and Medical Leave Act (FMLA)

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

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

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

K. Verification of Leave

1. Federal Family and Medical Leave Act
2. New Jersey Family Leave Act

L. Interference with Family Leave Rights

M. Non-Tenured Staff Member

N. Record Keeping

O. Processing of Complaints

A. Introduction

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

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

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

B. Applicability

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

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

C. Definitions

1. Federal Family and Medical Leave Act (FMLA)

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

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

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

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

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

"Next of kin of a covered servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin. For example, if a covered servicemember has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered servicemember's next of kin. Alternatively, where a covered servicemember has a sibling(s) and designates a cousin as his or her next of kin for FMLA purposes, then only the designated cousin is eligible as the covered servicemember's next of kin. An employer is permitted to require an employee to provide confirmation of covered family relationship to the covered servicemember pursuant to 29 CFR §825.122(k). 29 CFR §825.127(d)(3)

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

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

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

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

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

- a. In the case of a current member of the Armed Forces, including a member of the National Guard or Reserves, an injury or illness that was incurred by the covered servicemember in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating; and
- b. In the case of a covered veteran, an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:
 - (1) A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
 - (2) A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of fifty percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
 - (3) A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
 - (4) An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers. 29 CFR 825 §127(c)

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

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

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

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

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

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

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

2. New Jersey Family Leave Act (NJFLA)

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

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

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

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

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

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

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

D. Eligibility

1. Federal Family and Medical Leave Act (FMLA)

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

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

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

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

2. New Jersey Family Leave Act (NJFLA)

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

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

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

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

E. Types of Leave

1. Federal Family and Medical Leave Act (FMLA)

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

- a. Leave for the birth of a son or daughter or placement of a son or daughter with the staff member for adoption or foster care may be taken by a staff member intermittently or on a reduced leave schedule.
- b. Leave may be taken intermittently or on a reduced leave schedule when medically necessary for planned and/or unanticipated medical treatment of a related serious health condition by or under the supervision of a health care provider, or for recovery from treatment or recovery from a serious health condition.
- c. Intermittent leave means leave scheduled for periods of time from one hour or more to several weeks; however, the total time within which the leave is taken can not exceed a twelve month period for each serious health condition episode. Intermittent leave may be taken for a serious health condition that requires periodic treatment by a health care provider, rather than one continuous period of time. Intermittent leave may also be taken for absences where the staff member is incapacitated or unable to perform the essential functions of the position because of a serious health condition even if the staff member does not receive treatment by a health care provider. The staff member shall make a reasonable effort to schedule intermittent leave so as not to unduly disrupt the operations of the instructional/educational program.
- d. Reduced leave means leave scheduled for fewer than the staff member's usual number of hours worked per workweek, but not fewer than a staff member's usual number of hours worked per workday, unless otherwise agreed to by the staff member and the district. A staff member is entitled, at the option of the staff member, to take leave on a reduced leave schedule not exceeding twenty-four consecutive weeks. The staff member shall make a reasonable effort to schedule reduced leave so as not to unduly disrupt the operations of the instructional/educational program. The staff member shall provide the district prior notice of the care, medical treatment or continuing supervision by a health care provider necessary due to a serious health condition of a family member in a manner that is reasonable and practicable. Leave taken on a reduced leave schedule shall not result in a reduction of the total amount of leave to which a staff member is entitled.

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

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

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

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

- (i) Additional activities in accordance 29 CFR §825.126(b)(9).
- g. Military caregiver leave provides care for a covered servicemember with a serious injury or illness 29 CFR §§825.122 and 127:
- (1) The district must grant up to a total of twenty-six workweeks of unpaid, job-protected leave during a "single twelve-month period" to care for a covered servicemember with a serious injury or illness.
 - (a) The eligible staff member must be the spouse, son, daughter, parent, or next of kin of the covered servicemember.
 - (b) The staff member is limited to a combined total of twenty-six workweeks for any FMLA-qualifying reasons during the single twelve-month period. Up to twelve of the twenty-six weeks may be for an FMLA-qualifying reason other than military caregiver leave.
 - (c) Spouses who are eligible for FMLA leave and are employed by the same covered employer may be limited to a combined total of twenty-six workweeks of leave during a single twelve-month period if the leave is taken for birth of the employee's son or daughter or to care for the child after birth, for placement of a son or daughter with the employee for adoption or foster care, or to care for the child after placement, to care for the employee's parent with a serious health condition, or to care for a covered servicemember with a serious injury or illness. If one spouse is ineligible for FMLA leave, the other spouse would be entitled to a full twenty-six workweeks of FMLA leave.
 - (2) Leave entitlement is applied on a per-covered-servicemember, per-injury basis.
 - (a) The staff member may take an additional twenty-six weeks of leave if the leave is to care for different covered servicemembers or to care for the same servicemember with a subsequent serious injury or illness, except that no more than twenty-six weeks of leave may be taken within any single twelve-month period.
 - (b) An eligible staff member may take military caregiver leave to care for more than one current service member or covered veteran at the same time or for the same family member with the same serious injury or illness both when the family member is a current servicemember and when the family member is a veteran.
 - (c) Military caregiver leave may be taken by eligible staff members whose family members are recent veterans with serious injuries or illnesses incurred or aggravated in the line of duty on active duty, and that manifested before or after the veteran left active duty.

2. New Jersey Family Leave Act (NJFLA)

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

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

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

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

F. Notice

1. Federal Family and Medical Leave Act (FMLA)

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

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

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

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

2. New Jersey Family Leave Act (NJFLA)

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

G. Leave Designation

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

H. Benefits

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

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

I. Returning from Leave

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

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

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

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

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

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

J. Ineligible Staff Members

1. Federal Family and Medical Leave Act (FMLA)

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

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

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

2. New Jersey Family Leave Act

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

K. Verification of Leave

1. Federal Family and Medical Leave Act (FMLA)

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

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

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

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

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

2. New Jersey Family Leave Act

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

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

L. Interference with Family Leave Rights

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

M. Non-Tenured Staff Member

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

N. Record Keeping

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

O. Processing of Complaints

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

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

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

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

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

29 CFR §825 et seq.

29 CFR §785

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

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

Adopted: 17 October 2000
Revised: 26 April 2016

POLICY

ABOLISH

Bradley Beach Board of Education

Section: Support Staff
4431.1. FAMILY LEAVE (M)
Date Created: October 2000
Date Edited: April 2016

4431.1. FAMILY LEAVE (M)
[See POLICY ALERT Nos. 207]

Table of Contents

- A. Introduction
- B. Applicability
- C. Definitions
 - 1. Federal Family and Medical Leave Act
 - 2. New Jersey Family Leave Act
- D. Eligibility
 - 1. Federal Family and Medical Leave Act
 - 2. New Jersey Family Leave Act
- E. Types of Leave
 - 1. Federal Family and Medical Leave Act
 - a. Intermittent and/or Reduced Leave for Birth or Placement of Son/Daughter
 - b. Intermittent and/or Reduced Leave for Medical Treatment of a Related Serious Health Condition
 - c. Intermittent Leave for Serious Health Condition
 - d. Reduced Leave
 - e. Holidays
 - f. Servicemember Qualifying Exigency Leave
 - g. Military Caregiver Leave
 - 2. New Jersey Family Leave Act
 - a. Intermittent Leave
 - b. Reduced Leave
 - c. Holidays
- F. Notice
 - 1. Federal Family and Medical Leave Act
 - a. Foreseeable Leave
 - b. Unforeseeable Leave
 - 2. New Jersey Family Leave Act
 - a. Foreseeable Leave
 - b. Unforeseeable Leave
- G. Leave Designation
- H. Benefits
- I. Returning from Leave
- J. Ineligible Staff Members
 - 1. Federal Family and Medical Leave Act
 - 2. New Jersey Family Leave Act

ABOLISH

- I. Returning from Leave
- J. Ineligible Staff Members
 - 1. Federal Family and Medical Leave Act
 - 2. New Jersey Family Leave Act

- K. Verification of Leave
 - 1. Federal Family and Medical Leave Act
 - 2. New Jersey Family Leave Act

- L. Interference with Family Leave Rights

- M. Non-Tenured Teaching Staff

- N. Record Keeping

- O. Processing of Complaints

- A. Introduction

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

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

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

- B. Applicability

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

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

- C. Definitions

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

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

- I. Returning from Leave
- J. Ineligible Staff Members
 - 1. Federal Family and Medical Leave Act
 - 2. New Jersey Family Leave Act

- K. Verification of Leave
 - 1. Federal Family and Medical Leave Act
 - 2. New Jersey Family Leave Act

- L. Interference with Family Leave Rights

- M. Non-Tenured Teaching Staff

- N. Record Keeping

- O. Processing of Complaints

- A. Introduction

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

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

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

- B. Applicability

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

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

- C. Definitions

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

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

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

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

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

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

"Next of kin of a covered servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin. For example, if a covered servicemember has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered servicemember's next of kin. Alternatively, where a covered servicemember has a sibling(s) and designates a cousin as his or her next of kin for FMLA purposes, then only the designated cousin is eligible as the covered servicemember's next of kin. An employer is permitted to require an employee to provide confirmation of covered family relationship to the covered servicemember pursuant to 29 CFR §825.122(k). 29 CFR §825.127(d)(3)

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

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

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

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

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

- a. In the case of a current member of the Armed Forces, including a member of the National Guard or Reserves, an injury or illness that was incurred by the covered servicemember in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating; and
- b. In the case of a covered veteran, an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:
 - (1) A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
 - (2) A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of fifty percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or

- (3) A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
- (4) An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers. 29 CFR §825.127(c)

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

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

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

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

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

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

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

2. New Jersey Family Leave Act (NJFLA)

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

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

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

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

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

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

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

D. Eligibility

1. Federal Family and Medical Leave Act (FMLA)

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

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

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

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

2. New Jersey Family Leave Act (NJFLA)

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

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

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

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

E. Types of Leave

1. Federal Family and Medical Leave Act (FMLA)

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

- a. Leave for the birth of a son or daughter or placement of a son or daughter with the staff member for adoption or foster care may be taken by a staff member intermittently or on a reduced leave schedule.
- b. Leave may be taken intermittently or on a reduced leave schedule when medically necessary for planned and/or unanticipated medical treatment of a related serious health condition by or under the supervision of a health care provider, or for recovery from treatment or recovery from a serious health condition.
- c. Intermittent leave means leave scheduled for periods of time from one hour or more to several weeks; however, the total time within which the leave is taken can not exceed a twelve month period for each serious health condition episode. Intermittent leave may be taken for a serious health condition that requires periodic treatment by a health care provider, rather than one continuous period of time. Intermittent leave may also be taken for absences where the staff member is incapacitated or unable to perform the essential functions of the position because of a serious health condition even if the staff member does not receive treatment by a health care provider. The staff member shall make a reasonable effort to schedule intermittent leave so as not to unduly disrupt the operations of the instructional/educational program.

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

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

- f. "Instructional employees" as defined in 29 CFR §825.600(c) are those staff members whose principal function is to teach and instruct students in class, a small group, or in an individual setting. This term includes teachers, athletic coaches, driving instructors, and special education assistants, such as signers for the hearing impaired. Teacher assistants or aides who do not have as their principal job actual teaching or instructing, guidance counselors, child study team members, curriculum specialists, cafeteria workers, maintenance workers and/or bus drivers are not considered instructional employees for the purposes of this policy. Semester as defined in 29 CFR §825.602(a)(3)(b) means the school semester that typically ends near the end of the calendar year and the end of the spring each school year. A school district can have no more than two semesters in a school year.
 - (1) Leave taken at the end of the school year and continues into the beginning of the next school year is considered consecutive leave.
 - (2) In accordance with 29 CFR §825.601(a)(1), eligible instructional staff members that need intermittent or reduced leave to care for a family member, or for the staff member's own serious health condition which is foreseeable based on planned medical treatment and the staff member would be on leave more than twenty percent of the total number of working days over the period the leave would extend, the district:
 - (a) May require the staff member to take the leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
 - (b) Transfer the staff member temporarily to an available alternative position for which the staff member is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the staff member's regular position.
 - (3) In accordance with 29 CFR §825.601, if the instructional staff member does not give the required notice for leave that is foreseeable and desires the leave to be taken intermittently or on a reduced leave schedule, the district may require the staff member to take leave of a particular duration, or to transfer temporarily to an alternative position. Alternatively, the district may require the staff member to delay taking the leave until the notice provision is met.
 - (4) In accordance with 29 CFR §825.602, if an instructional staff member begins leave more than five weeks before the end of the school year, the district may require the staff member to continue taking leave until the end of the semester if:
 - (a) The leave will last three weeks; and
 - (b) The staff member would return to work during the three-week period before the end of the semester.
 - (5) In accordance with 29 CFR §825.602, if an instructional staff member begins leave for a purpose other than the staff member's own serious health condition during the five-week period before the end of the semester, the district may require the staff member to continue taking leave until the end of the semester if:
 - (a) The leave will last more than two weeks; and
 - (b) The staff member would return to work during the two-week period before the end of the semester.

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

- (6) In accordance with 29 CFR §825.602, if an instructional staff member begins leave for a purpose other than the staff member's own serious health condition during the three week period before the end of a semester, the district may require the staff member to continue taking leave until the end of the semester if the leave will last more than five working days.
 - (7) In the event the district requires the instructional staff member to take additional leave to the end of the semester in accordance with (4), (5), or (6) above, the additional leave days shall not be counted as FMLA leave.
- g. Servicemember qualifying exigency leave may arise out of the foreign deployment of the staff member's spouse, child, or parent 29 CFR §§825.122 and 126:
- (1) The district must grant an eligible staff member up to twelve work weeks of unpaid, job-protected leave during any twelve-month period for qualifying exigencies that arise when the staff member's spouse, child, or parent is on covered active duty, or has been notified of an impending call or order to covered active duty.
 - (2) The military member must be the spouse, son, daughter, or parent of the staff member taking FMLA exigency leave.
 - (3) FMLA leave can be granted for one or more of the following exigencies:
 - (a) Short-notice deployment:
 - i. Notification of duty seven or less calendar days prior to date of deployment;
 - ii. Leave can be used for a period of seven calendar days beginning on the date the military member is notified.
 - (b) Military events and related activities, including official ceremonies, programs, or events sponsored by the military and related to the covered active duty or call to covered active duty status of the military member; and to attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross.
 - (c) Childcare and school activities including arranging for alternative childcare; providing childcare on an urgent, immediate need basis (not routine, regular, or everyday basis); to enroll in or transfer to a new school or day care facility; or to attend meetings with staff at a school or day care facility:
 - i. The son or daughter must be the son or daughter of the covered servicemember.
 - (d) Financial and legal arrangements made to address the military member's absence while on covered active duty or call to covered active duty status.
 - (e) Counseling, provided by someone other than a health care provider for oneself, for the military member, or qualified child, if the need arises from the covered active duty or call to covered active duty status of the military member.
 - (f) Rest and Recuperation (R&R) to spend time with the military member on short-term, temporary R&R leave during a term of deployment:
 - i. Can be used for a period of fifteen calendar days beginning on the date the military member commences each instance of R&R leave.
 - (g) Post-deployment activities such as ceremonies or briefings including any that arise from the death of the military member while on covered active duty.

- (h) Parental care for one meeting the definition of a "parent" and incapable of self care including: arranging alternative care; providing care on an immediate need basis; and to attend meetings or arrange services at a care facility.
 - (i) Additional activities in accordance with 29 CFR §825.126(b)(9).
 - h. Military caregiver leave provides care for a covered servicemember with a serious injury or illness 29 CFR §§825.122 and 127:
 - (1) The district must grant up to a total of twenty-six workweeks of unpaid, job-protected leave during a "single twelve-month period" to care for a covered servicemember with a serious injury or illness.
 - (a) The eligible staff member must be the spouse, son, daughter, parent, or next of kin of the covered servicemember.
 - (b) The staff member is limited to a combined total of twenty-six workweeks for any FMLA-qualifying reasons during the single twelve-month period. Up to twelve of the twenty-six weeks may be for an FMLA-qualifying reason other than military caregiver leave.
 - (c) Spouses who are eligible for FMLA leave and are employed by the same covered employer may be limited to a combined total of twenty-six workweeks of leave during a single twelve-month period if the leave is taken for birth of the employee's son or daughter or to care for the child after birth, for placement of a son or daughter with the employee for adoption or foster care, or to care for the child after placement, to care for the employee's parent with a serious health condition, or to care for a covered servicemember with a serious injury or illness. If one spouse is ineligible for FMLA leave, the other spouse would be entitled to a full twenty-six workweeks of FMLA leave.
 - (2) Leave entitlement is applied on a per-covered-servicemember, per-injury basis.
 - (a) The staff member may take an additional twenty-six weeks of leave if the leave is to care for different covered servicemembers or to care for the same servicemember with a subsequent serious injury or illness, except that no more than twenty-six weeks of leave may be taken within any single twelve-month period.
 - (b) An eligible staff member may take military caregiver leave to care for more than one current service member or covered veteran at the same time or for the same family member with the same serious injury or illness both when the family member is a current servicemember and when the family member is a veteran.
 - (c) Military caregiver leave may be taken by eligible staff members whose family members are recent veterans with serious injuries or illnesses incurred or aggravated in the line of duty on active duty, and that manifested before or after the veteran left active duty.

2. New Jersey Family Leave Act (NJFLA)

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

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

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

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

F. Notice

1. Federal Family and Medical Leave Act (FMLA)

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

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

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

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

2. New Jersey Family Leave Act (NJFLA)

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

G. Leave Designation

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

H. Benefits

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

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

I. Returning from Leave

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

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

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

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

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

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

J. Ineligible Staff Members

1. Federal Family and Medical Leave Act (FMLA)

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

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

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

2. New Jersey Family Leave Act

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

K. Verification of Leave

1. Federal Family and Medical Leave Act (FMLA)

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

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

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

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

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

2. New Jersey Family Leave Act

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

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

L. Interference with Family Leave Rights

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

M. Non-Tenured Teaching Staff

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

N. Record Keeping

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

O. Processing of Complaints

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

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

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

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

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

29 CFR §825 et seq.

29 CFR §785

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

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

Adopted: 17 October 2000
Revised: 26 April 2016

POLICY

BRADLEY BEACH BOARD OF EDUCATION

Program
2416/Page 1 of 1
PROGRAMS FOR PREGNANT PUPILS (M)

2416 PROGRAMS FOR PREGNANT PUPILS (M)

M (CURRENT POLICY)

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

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

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

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

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

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

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

Adopted: 17 October 2000



POLICY GUIDE

STRAUSS ESMAY ASSOCIATES

PROGRAM

2416 PROGRAMS FOR PREGNANT STUDENTS (M)

2416 PROGRAMS FOR PREGNANT STUDENTS (M)

M – PROPOSED POLICY

[See POLICY ALERT Nos. 140 and 172]

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

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

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

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

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

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

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

Adopted:

POLICY

BRADLEY BEACH BOARD OF EDUCATION

ABOLISH

Bylaws
0135/Page 1 of 1
RETIREMENT

0135 RETIREMENT

Members who serve at least five years on the Board of Education shall receive upon their retirement from the Board a plaque honoring their service. School Board Presidents, on completion of a two year term, shall be presented with a plaque honoring their service at the graduation ceremonies.

Adopted: 17 October 2000



POLICY GUIDE

STRAUSS ESMAY ASSOCIATES

BYLAWS

0145 BOARD MEMBER RESIGNATION AND REMOVAL (M)

0145 BOARD MEMBER RESIGNATION AND REMOVAL (M)

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

M

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

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

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

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

N.J.S.A. 18A:12-1; 18A:12-2; 18A:12-2.2;

18A:12-3; 18A:12-29

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

Adopted:

POLICY GUIDE

STRAUSS ESMAY ASSOCIATES

BYLAWS

0146 BOARD MEMBER AUTHORITY

0146 BOARD MEMBER AUTHORITY

[See POLICY ALERT Nos. 114 and 190]

A Board member does not possess individually the authority and powers that reside in the Board of Education. No Board member by virtue of his/her office shall exercise any administrative responsibility with respect to the operation of the school district or as an individual command the services of any school district employee.

Release of Information

Board member access to public, personnel, and student records shall be governed by law and by the provisions of Policy Nos. 8310, 8320, and 8330.

Confidential information to which a Board member becomes privy as a result of his/her office shall be used only for the purpose of helping the member discharge his/her responsibilities as Board member. No Board member shall reveal information contained in a confidential record or received during a duly convened private session of the Board except when that information has been released to the public by the Board.

Public Expressions

Board members are entitled to express themselves publicly on any matter, including issues involving the Board and the school district. Individual Board members cannot, however, express the position of the Board except as expressly authorized, in accordance with Board Policy No. 9120. A Board member shall not represent his/her personal opinion as the position of the Board.

and shall include in all formal expressions in which his/her Board affiliation is likely to be recognized, such as letters to government officials or newspapers, speeches to organizations, and the like, a statement that the opinions expressed do not necessarily represent those of the Board.

Board members visiting a school shall comply with district policy and procedures for school visitors.

Members of the Board shall adhere to the Code of Ethics for Board members in Bylaw 0142.

N.J.S.A. 18A:11-1

Adopted:

POLICY GUIDE

STRAUSS ESMAY ASSOCIATES

BYLAWS

0148 BOARD MEMBER INDEMNIFICATION

0148 BOARD MEMBER INDEMNIFICATION

[See POLICY ALERT No. 141 and 158]

The Board of Education will indemnify Board members in accordance with law whenever a civil, administrative, criminal or quasi-criminal action or other legal proceeding is brought against a Board member for any act or omission arising out of and in the course of the performance of his/her duties as Board member. In the case of a criminal or quasi-criminal action which results in a final disposition in favor of the Board member, the Board will defray all costs of defending the action, including reasonable counsel fees and expenses, together with costs of appeal, and will save harmless and protect the Board member from any financial loss resulting from the action. Indemnification for exemplary or punitive damages is not required and will be governed by the standards and procedures set forth in N.J.S.A. 59:10-4.

The Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.

N.J.S.A. 18A:11.1; 18A:12-20; 18A:16-6; 18A:16-6.1;
18A:18A-46; 18A:18A-47

Adopted:

POLICY GUIDE

STRAUSS ESMAY ASSOCIATES

BYLAWS
0163 QUORUM

0163 QUORUM

[See POLICY ALERT No. 228]

A quorum of the Board of Education shall consist of a minimum of Five Board members, and no business shall be conducted in the absence of a quorum, except when the Doctrine of Necessity is invoked.

All Board meetings shall be called to commence not later than 8:00 p.m. of the designated day but, if a quorum is not present at the time for which the meeting is called, the Board member or Board members present may recess the meeting to a time not later than 9:00 p.m. of the same day and, if a quorum be not present at that time, the member or members present may adjourn the meeting to commence not later than 8:00 p.m. of another day, but not more than seven days following the date for which the original meeting was called, but no further recess or adjournment of the meeting shall be made.

The Board of Education recognizes there may be matters that come before the Board or acts required of Board members in their official capacity where the Board member may have a conflict of interest or the act by a Board member would be in violation of N.J.S.A. 18A:12-24. In these matters, the Board member(s) shall remove themselves from any discussions, meetings (informal or formal), committee meetings, and/or a vote regarding the matter. The Board will consider this matter without the Board member(s) who has the conflict.

In the event a matter comes before the Board or an act is required of a Board member in their official capacity that is a conflict or would be in violation of N.J.S.A. 18A:12-24, the Board would still be required to have a quorum to consider the matter. However, the New Jersey Department of Education and the School Ethics Commission envisioned this prohibition could create a situation in which the number of conflicted Board members would prevent the Board to take action on a matter. Therefore, when more than a quorum of the Board members must abstain from voting on a matter due to a conflict or the act would be in violation of N.J.S.A. 18A:12-24, the Board will invoke the Doctrine of Necessity consistent with the New Jersey Department of Education and School Ethics Commission guidelines as follows:

A. Board Member(s) in Conflict - Less Than a Majority of The Board

1. In the event a Board member(s) has a conflict of interest where the Board member will act in their official capacity, the Board member must remove themselves from any discussions, meetings (informal or formal), committee meetings, and/or a vote regarding the matter.
2. In the event a Board member is unsure whether they or any other Board member has a conflict of interest or whether the matter, if acted upon by a Board member(s) is in violation of N.J.S.A. 18A:12-24 - Prohibited Acts, the School Board Attorney will make a determination.

POLICY GUIDE

STRAUSS ESMAY ASSOCIATES

BYLAWS

0163 QUORUM

3. The School Board Attorney will provide the Board of Education an opinion on whether the matter is a conflict of interest or act prohibited by N.J.S.A. 18A:12-24 - Prohibited Acts.
 4. If the Board member(s) believes they have a conflict of interest where they will act in their official capacity or if the School Board Attorney renders an opinion the Board member has a conflict of interest where the Board member will act in their official capacity, the Board member will remove themselves from any discussions, meetings (informal or formal), committee meetings, and/or a vote regarding the matter.
- B. Board Member(s) in Conflict - A Majority of Board Members in Conflict
1. In the event:
 - a. A Board member(s) believes they have a conflict of interest or if acted upon by a Board member is in violation of N.J.S.A. 18A:12-24; or
 - b. If the School Board Attorney renders an opinion a Board member(s) has a conflict of interest or if acted upon by a Board member is in violation of N.J.S.A. 18A:12-24; and
 - c. The number of Board members that have a conflict would make it so the Board would be unable to take action on the matter, then the Board may invoke the Doctrine of Necessity.
- C. Doctrine Of Necessity
1. The Doctrine of Necessity may be invoked when more than a quorum of the Board must abstain from voting on a matter.
 2. There are three prerequisites necessary for a Board to invoke the Doctrine of Necessity:
 - a. The Board must be unable to act without the members in conflict taking part;
 - b. There must be a pressing need for action, i.e. the matter cannot be laid aside until another date; and
 - c. There can be no alternative forum that can grant the same relief.

POLICY GUIDE

STRAUSS ESMAY ASSOCIATES

BYLAWS

0163 QUORUM

3. When the School Board Attorney advises the Board the Doctrine of Necessity must be invoked in order to obtain a quorum on a vote, the Board must publicly state:
 - a. That it is invoking the Doctrine of Necessity;
 - b. The specific reason/purpose for which the Doctrine of Necessity is being invoked; and
 - c. The specific nature of the conflict of interest for each Board member that has a conflict of interest:
 - (1) The specific nature of the conflict of interest for each Board member should include the Board member's name; the name of the immediate family member or relative which is the basis for the conflict of interest, and the position that immediate family member or relative holds; or
 - (2) If the specific nature of the conflict of interest for a Board member is a conflict other than an immediate family member or relative, the announcement should include the conflict which is the basis for the conflict of interest.
4. When the Board invokes the Doctrine of Necessity, it will adopt a Resolution setting forth the same information as outlined in C.3. above.
5. When the Board invokes the Doctrine of Necessity, the Resolution will be:
 - a. Read at a regularly scheduled public meeting;
 - b. Posted in such places the Board posts public notices for thirty days; and
 - c. Provided to the School Ethics Commission.
6. The Board members who have a conflict in the matter are prohibited from:
 - a. Participating in any discussions on the matter prior to the announcement of the invocation of the Doctrine of Necessity at the public meeting;
 - b. Being present in an executive session when the matter is being discussed; and
 - c. Offering their opinions on the matter at any time prior to the announcement or the invocation of the Doctrine of Necessity.

POLICY GUIDE

STRAUSS ESMAY ASSOCIATES

BYLAWS

0163 QUORUM

7. The Board members who have a conflict may only ask questions regarding the matter to be voted on in public and after the Board has invoked the Doctrine of Necessity.
8. The Board members who have a conflict may explain their reasons for not voting just before the vote.

N.J.S.A. 18A:10-6; 18A:12-24

New Jersey School Ethics Commission – Advisory Opinions A10-93(b), A07-94, and C07-96

New Jersey School Ethics Commission – Resolution on Invoking the Doctrine of Necessity – June 25, 2018

Adopted:

POLICY GUIDE

STRAUSS ESMAY ASSOCIATES

BYLAWS

0169 BOARD MEMBER USE OF ELECTRONIC MAIL/INTERNET

0169 BOARD MEMBER USE OF ELECTRONIC MAIL/INTERNET

[See POLICY ALERT No. 170]

The Board of Education is a public body as defined in the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., and the Board and its members are required to comply with the provisions of this Act. It is the right of the public to be present at meetings of public bodies and to witness in full all phases of the deliberations, policy formulation, and decision-making. Board members acknowledge certain discussions between Board members, other than during a Board meeting, may be subject to the provisions of the Open Public Meetings Act.

The Board of Education is also subject to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. The Open Public Records Act requires public agencies/School Boards to make certain governmental records subject to public access. Board members may, by written and/or electronic mail (e-mail), communicate with each other and with certain school staff regarding the school district's public business. "Public business" means and includes all matters that relate in any way, directly or indirectly, to the performance of the public body's functions or the conduct of its business. Board members acknowledge these written communications may be classified as a governmental record and may be subject to public access pursuant to the Open Public Records Act.

In order to ensure the Board and/or individual Board members comply with the requirements of the Open Public Meetings Act and the Open Public Records Act, the following guidance is provided regarding certain discussions and written communications regarding the public business:

1. Written letters, e-mails, and supporting documents regarding school district matters written by Board members to other Board members or written by Board members to school staff, unless the subject matter is specifically exempt under the Open Public Records Law, are governmental records and are subject to public access. Based on the potential for improper/inappropriate disclosure and/or breach of confidentiality that may compromise the Board or Board member, these communications should not involve confidential matters, especially any matter the Board may discuss in executive/private session outside the presence of the public pursuant to the Open Public Meetings Act.
2. Written letters, internet (chat) discussions, e-mails, and supporting documents regarding the school district's public business written by Board members to other Board members shall not replace deliberations that would prevent the public from witnessing in full detail all phases of the Board's deliberations, policy formulation, and decision-making process in accordance with the intent of the Open Public Meetings Act.

POLICY GUIDE

STRAUSS ESMAY ASSOCIATES

BYLAWS

0169 BOARD MEMBER USE OF ELECTRONIC MAIL/INTERNET

3. Internet (chat) discussions between Board members regarding the school district's public business shall not include multiple Board members with the potential that a quorum of the Board may be involved, or become involved, in such discussion.

In the event a Board member(s) fails to comply with the guidance of this Policy, the matter shall be referred to the Board President, who will meet and/or discuss the matter and this Policy with the Board member(s). The Board President may request the Board Attorney participate in this meeting and/or discussion.

N.J.S.A. 10:4-6 et seq.

N.J.S.A. 47:1A-1 et seq.

Adopted:

POLICY GUIDE

STRAUSS ESMAY ASSOCIATES

BYLAWS

0173 DUTIES OF PUBLIC SCHOOL ACCOUNTANT

0173 DUTIES OF PUBLIC SCHOOL ACCOUNTANT

[See POLICY ALERT Nos. 160 and 190]

The Board will engage only a licensed public school accountant to conduct the annual audit in accordance with N.J.S.A. 18A:23-1 et seq. The accountant must have an external peer/quality report performed in accordance with N.J.A.C. 6A:23A-16.2(i)1, unless the accountant or firm can show good cause as to why there was a delay completing such report within the required timelines established by Government Auditing Standards issued by the Comptroller General of the United States. The Board will require the submission of the most recent external peer/quality report for review and evaluation prior to the appointment of the licensed public school accountant. The Board will acknowledge the receipt, review, and evaluation of the external peer/quality report in the public session and Board minutes in which the accountant or firm to perform the audit is engaged.

The Board will require the submission of an updated external peer/quality report of the accountant within thirty days after the issuance date of the external peer/quality report if the report is issued prior to the date of the audit opinion for the most recent fiscal year.

In accordance with NJOMB Circular Letter 98-07, the public school accountant will provide a copy of the most recent external peer/quality report to the Department of Education, within thirty days after the initial engagement by the Board and within thirty days after the issuance of a subsequent peer/quality report.

The Board shall engage a public school accountant during the audit engagement period for non-auditing, management, or other consulting services only if such services comply with the independent standards as established in Government Auditing Standards (Yellow Book) by the Comptroller General of the United States.

The Board may be prohibited for good cause by the Commissioner of Education from engaging a particular licensed public school accountant, or may be directed by the Commissioner on a process to be used in the appointment of a licensed public school accountant pursuant to N.J.A.C. 6A:23A-16.2(i)4.

The public school accountant will complete the annual audit as required by the Department of Education and N.J.S.A. 18A:23-2. Each annual audit shall include an audit of the books, accounts and moneys, and verification of all cash and bank balances of the Board and of any officer or employee and of moneys derived from athletic events or other activities of any organization of students conducted under the auspices of the Board, from the date of the last annual audit to the date of the current audit. The audit will also include a determination of the extent to which the district used contracts entered into by the State Division of Purchase and Property pursuant to P.L. 1969 c. 104 (C. 52:25-16.1 et seq.) in the purchase of materials, supplies or equipment for the district. The report of each audit will be completed in accordance with the time requirements of N.J.S.A. 18A:23-1 and will be filed by the public school accountant in accordance with N.J.S.A. 18A:23-2.3.

POLICY GUIDE

STRAUSS ESMAY ASSOCIATES

BYLAWS

0173 DUTIES OF PUBLIC SCHOOL ACCOUNTANT

Within thirty days following receipt of the report the Board, at a regularly scheduled public meeting, will cause the recommendations of the accountant to be read and discussed and the discussion will be duly noted in the Board meeting minutes in accordance with N.J.S.A. 18A:23-5. The Board Secretary will prepare or have prepared a summary of the annual audit for this Board meeting in accordance with N.J.S.A. 18A:23-4.

N.J.S.A. 18A:23-1 et seq.

N.J.A.C. 6A:23A-16.2

Cross reference: Policy Guide No. 6830

Adopted:

POLICY GUIDE

STRAUSS ESMAY ASSOCIATES

BYLAWS

0174 LEGAL SERVICES (M)

0174 LEGAL SERVICES (M)

M

[See **POLICY ALERT** Nos. 182 and 188]

In accordance with N.J.A.C. 6A:23A-5.2, the Board of Education adopts this Policy and its strategies to ensure the use of legal services by employees and the Board of Education members and the tracking of the use of legal services.

The Board of Education authorizes the Superintendent of Schools, School Business Administrator/Board Secretary, Board President and Director of Special Services as designated contact persons to request services or advice from contracted legal counsel.

The School Business Administrator/Board Secretary shall be responsible to review all legal bills and confer with designated contact persons in reviewing such legal bills.

In accordance with the provisions of N.J.A.C. 6A:23A-5.2(a)2, the Board designates the administrative staff member to review all legal bills and designates contact persons to ensure the prudent use of legal services.

Any professional services contract(s) for legal services shall prohibit advance payments. Services to be provided shall be described in detail in the contract and invoices for payment shall itemize the services provided for the billing period. Payments to legal counsel(s) shall only be for services actually provided.

School districts and vocational school districts are prohibited from contracting with legal counsel or using in-house legal counsel to pursue any affirmative claim or cause of action on behalf of district administrators and/or any individual Board members or pursuing any claim or cause of action for which the damages to be awarded would benefit an individual rather than the school district as a whole.

The Board of Education will annually establish prior to budget preparation, a maximum dollar limit for each type of professional service, including legal services. In the event it becomes necessary to exceed the established maximum dollar limit for the professional service, the Superintendent of Schools shall recommend to the Board of Education an increase in the maximum dollar amount. Any increase in the maximum dollar amount shall require formal Board action.

Contracts for legal services will be issued by the Board in a deliberative and efficient manner that ensures the district receives the highest quality services at a fair and competitive price or through a shared service arrangement. This may include, but is not limited to, issuance of such contracts through a Request for Proposals (RFP) based on cost and other specified factors or other comparable processes. Contracts for legal services shall be limited to non-recurring or

POLICY GUIDE

STRAUSS ESMAY ASSOCIATES

BYLAWS

0174 LEGAL SERVICES (M)

specialized work for which the district does not possess adequate in-house resources or in-house expertise to conduct.

N.J.A.C. 6A:23A-5.2

Adopted:

POLICY GUIDE

STRAUSS ESMAY ASSOCIATES

ADMINISTRATION

1511 BOARD OF EDUCATION WEBSITE ACCESSIBILITY (M)

1511 BOARD OF EDUCATION WEBSITE ACCESSIBILITY (M)

[See POLICY ALERT No. 212 and 228]

M

It is the goal of the Board of Education that the information on the school district's internet websites are accessible to individuals with disabilities in compliance with the requirements of Federal law (Section 504 of the Rehabilitation Act of 1973 and that statute's implementing regulations at 34 C.F.R. Part 104, and Title II of the Americans with Disabilities Act of 1990 and that statute's implementing regulations at 28 C.F.R. Part 35) and New Jersey law (N.J.S.A. 18A:36-35.1).

A. Federal Law – American with Disabilities Act (ADA)

1. For the purpose of the Federal law - Section 504 of the Rehabilitation Act of 1973 and that statute's implementing regulations at 34 C.F.R. Part 104, and Title II of the Americans with Disabilities Act of 1990 and that statute's implementing regulations at 28 C.F.R. Part 35 and this Policy, "school district website" includes, but is not limited to, the internet home page, all subordinate pages, school or school district department pages, intranet pages and sites, and includes online content and functionality, developed by, maintained by, or offered through a third-party vendor or by using open sources.
2. The accessibility of online content and functionality will be measured according to the most up-to-date version of the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG) and the Web Accessibility Initiative Accessible Rich Internet Application Suite (WAI-ARIA) 1.0 for web content (benchmarks for measuring accessibility).
3. By conforming to the benchmarks for measuring accessibility set forth above, the Board of Education will ensure that people with disabilities have an opportunity equal to that of their nondisabled peers to access the information on the district's website.
4. To ensure the district's website conforms with the above benchmarks for measuring accessibility, the Superintendent of Schools will designate a school staff member to act as the Website Accessibility Coordinator. The Coordinator will:
 - a. Ensure that in-house staff and contractors responsible for webpages and webpage content development are properly trained on the Board of Education's website accessibility policy and procedures;

POLICY GUIDE

STRAUSS ESMAY ASSOCIATES

ADMINISTRATION

1511 BOARD OF EDUCATION WEBSITE ACCESSIBILITY (M)

- b. Ensure that all new, newly added, and modified online content and functionality is accessible to people with disabilities as measured by conformance to the above benchmarks by, among other things:
 - (1) Checking the hypertext markup language (HTML) of all new webpages on the website to make sure that accessible elements are used, including "alt" tags, long descriptions, and captions, as needed;
 - (2) Ensuring that webpages are designed in a manner that allows them to be displayed using a visitor's own settings for color and fonts, and can be navigated with a keyboard;
 - (3) If images are used, including photos, graphics, scanned images, or image maps, making sure to include text equivalents for them, using "alt" tags and/or long descriptions for each and ensuring the text equivalents convey the meaningful information presented visually by the image;
 - (4) If online forms and tables are used, making those elements accessible;
 - (5) Ensuring that videos appearing on the website include appropriately synchronized audio description and captions;
 - (6) Ensuring when posting new documents on the website, the documents shall be provided in HTML or another text-based format (even if they are provided in another format, such as portable document format (PDF)). If documents are provided in both formats, provide both formats at the same time so people with disabilities have the same degree of access as others;
 - (7) Periodically enlisting people with a variety of disabilities to test the Board of Education's webpages for accessibility and ease of use and use this information to increase the Board's website accessibility;
 - (8) Periodically coordinating the audit of existing content and functionality of the website to identify online content or functionality that is inaccessible to persons with disabilities; and
 - (9) Developing and carrying out a corrective action plan, when necessary, for making the district's existing web content accessible.

POLICY GUIDE

STRAUSS ESMAY ASSOCIATES

ADMINISTRATION

1511 BOARD OF EDUCATION WEBSITE ACCESSIBILITY (M)

- c. Ensure that alternative means are available for people with disabilities to access information, programs, and services that are normally provided on the Board's website.

B. New Jersey Law – N.J.S.A. 18A:36-35.1

1. For the purpose of New Jersey law – N.J.S.A. 18A:36-35.1 and this Policy, "internet website or web service" includes any webpage, website, web service, online curriculum, or online third party or open educational resource product that is made available to enrolled students or the public by the school district.
2. Pursuant to N.J.S.A. 18A:36-35.1, no school district shall make available to the enrolled students of the district or school or to the public an Internet website or web service unless the Internet website or web service complies with the most up-to-date version of the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG) if the Guidelines are approved by the Commissioner of Education, or any other applicable guidelines or requirements as may be designed or approved by the Commissioner of Education.
3. In accordance with N.J.S.A. 18A:36-35.1.a. and b., the school district is required to submit a statement of assurance attesting to compliance with N.J.S.A. 18A:36-35.1 as required by the Commissioner of Education.

This Policy establishes minimum standards for the accessibility of web-based information and services considered necessary to meet the district's goals and ensure compliance with applicable Federal and State laws.

Section 504 of the Rehabilitation Act of 1973
Title II of the Americans with Disabilities Act of 1990
34 C.F.R. Part 104; 28 C.F.R. Part 35
N.J.S.A. 18A:36-35.1

Adopted:

POLICY GUIDE

STRAUSS ESMAY ASSOCIATES

ADMINISTRATION

1550 EQUAL EMPLOYMENT/ANTI-DISCRIMINATION PRACTICES (M)

1550 EQUAL EMPLOYMENT/ANTI-DISCRIMINATION PRACTICES (M)

[See POLICY ALERT Nos. 116, 167, 172, 191, 209 and 215]

M

The Board of Education shall, in accordance with State statutes and administrative code and Federal law and regulations, strive to overcome the effects of any previous patterns of discrimination in school district employment practices and shall systematically monitor school district procedures to ensure continuing compliance with anti-discrimination laws and regulations.

The Board will ensure all persons regardless of race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, religion, disability, or socioeconomic status shall have equal and bias-free access to all categories of employment in the public educational system of New Jersey, pursuant to N.J.A.C. 6A:7-1.1.

The Board will not enter into any contract with a person, agency, or organization that discriminates on the basis of race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, religion, disability, or socioeconomic status, either in employment practices or in the provision of benefits or services to students or employees. In addition, the Board will encourage minority businesses, women's business enterprises, and labor surplus area firms to submit bids to be considered for the awarding of contracts.

The Board shall not assign, transfer, promote or retain staff, or fail to assign, transfer, promote or retain staff, on the sole basis of race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, religion, disability, or socioeconomic status.

The Board shall ensure equal pay for equal work among members of the school district's staff, regardless of race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, religion, disability, or socioeconomic status, pursuant to N.J.A.C. 6A:7-1.1.

N.J.S.A. 10:5-4

N.J.A.C. 6A:7-1.1 et seq.; 6A:7-1.8

Adopted:

POLICY GUIDE

Bradley Beach Public Schools

BYLAWS

0164 CONDUCT OF BOARD MEETING

0164 CONDUCT OF BOARD MEETING

Parliamentary Authority

Roberts' Rules of Order, Newly Revised, shall govern the Board of Education in its deliberations and acts in all cases in which it is not inconsistent with statutes of the State of New Jersey, rules of the State Board of Education, or these bylaws.

Presiding Officer

The President shall preside at all meetings of the Board. In the absence, disability, or disqualification of the President, the Vice President shall act in his/her place; if neither person is present, any member shall be designated by a plurality of those present to preside. The act of any person so designated shall be legal and binding.

Announcement of Adequate Notice

The person presiding shall commence each meeting with an announcement of the notice given for the meeting or a statement regarding the lack of adequate notice, in accordance with law.

Agenda

The Superintendent shall prepare an agenda of items of business to come before the Board at each meeting. The agenda shall be delivered to each Board member no later than forty-eight before the meeting and shall include such reports and supplementary materials as are appropriate and available.

The order of business shall be as follows:

Call to Order

Roll Call

Announcement of notice - Open Public Meetings Act

Flag Salute

Discussion Items

President's Report

Student Representative Report

Superintendent's Report

Committee Reports

Public Comments Agenda Items Only

POLICY GUIDE

Bradley Beach Public Schools

BYLAWS

0164 CONDUCT OF BOARD MEETING

(Executive session if needed)

Workshop Agenda Items

Regular Meeting

Approve Minutes

Public Comments

(Executive session if needed)

Adjournment

N.J.S.A. 10:4-10

N.J.S.A. 18A:16-1.1

Adopted:

10 General Fund
Assets and Liabilities

Assets	101	Cash	1,245,586.57	
	116	Capital Reserve Account	210,900.00	
	117	Maintenance Reserve Account	149,100.00	
	118	Emergency Reserve Account	178,500.00	
	121	Tax Levy Receivable	1,753,362.00	
		Accounts Receivable:		
	132	Interfund Receivable	10.99	
	141	A/R: State of NJ	184,959.34	
				184,970.33
Resources	301	Estimated Revenues (Control Account / Normal Debit Balance)	7,186,249.00	
	302	Revenues	(7,187,423.22)	
			(1,174.22)	
Total assets and resources:				3,721,244.68

10 General Fund

Liabilities and Fund Equity

Liabilities				
402	Interfunds Payable		9,323.98	9,323.98
Fund Balance				
	Appropriated			
	Reserve for Encumbrances			
753	Reserve for Encumbrances: Current		2,125,783.61	
754	Reserve for Encumbrances: Prior			
	Appropriations (Control Account/Normal Credit Balance)			
601	Expenditures	5,048,743.35	7,588,660.18	
602	Encumbrances	2,125,783.61		
603	Less: Expenditures and Encumbrances		(7,174,526.96)	
	Total Appropriations			2,539,916.83
	Reserved Fund Balance			
761	Capital Reserve	210,900.00		
604	Add: Increase in Capital Reserve /Interest Deposit to Capital Reserve	1,000.00		
307	Less: Budgeted Withdrawal from Cap Reserve		211,900.00	
	Maintenance Reserve	149,100.00		
764	Add: Increase in Maintenance Reserve	100.00	149,200.00	
	Emergency Reserve	178,500.00		
766	Add: Increase in Current Expense Emergency Reserve/Interest Deposits	100.00	178,600.00	
607			.00	
75X,76x	Other Reserves			539,700.00
	Total Reserved Fund Balance:			
	Unappropriated:			
	Budgeted Fund Balance		(370,085.00)	
303	Fund Balance		1,002,388.87	
770	Total Unappropriated:			632,303.87
	Total Liabilities and Fund Balance			3,721,244.68

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

10 General Fund

Recapitulation of Budgeted Fund Balance

	Budgeted	Actual	Variance
Appropriations	7,588,660.18	7,174,526.96	414,133.22
Revenues	(7,186,249.00)	(7,187,423.22)	(-1,174.22)
	402,411.18	(12,896.26)	415,307.44
Change in Capital Reserve:			
Plus: Increase in Capital Reserve /Interest Deposit to Capital Reserve (604)	1,000.00	1,000.00	.00
Less: Budgeted Withdrawal from Cap Reserve (307)			
	1,000.00	1,000.00	.00
Change in Maintenance Reserve:			
Plus: Increase in Maintenance Reserve (606)	100.00	100.00	.00
	100.00	100.00	.00
Change in Emergency Reserve:			
Plus: Increase in Current Expense Emergency Reserve/Interest Deposits (607)	100.00	100.00	.00
	100.00	100.00	.00
Less: Reserve for Encumbrances: Prior	33,526.18	33,526.18	.00
Budgeted Fund Balance:	370,085.00	-45,222.44	415,307.44

10 General Fund

Interim Statements Comparing

Budget Revenue with Actual to Date and

Appropriations with Expenditures and Encumbrances to Date

Revenue/sources of funds				
	Budgeted Estimated	Actual To Date		Unrealized Balance
1XXX	6,605,110.00	6,606,284.22		-1,174.22
3XXX	581,139.00	581,139.00		.00
	7,186,249.00	7,187,423.22		-1,174.22
Expenditures	Appropriations	Expenditures	Encumbrances	Available Balance
General Current Expenses				
11-1xx-100-xxx	2,283,814.00	1,546,137.57	611,577.74	126,098.69
11-2xx-100-xxx	1,000.00	.00	.00	1,000.00
11-240-100-xxx	123,894.00	76,975.54	33,209.20	13,709.26
11-401-100-xxx	42,260.00	28,428.28	.00	13,831.72
11-402-100-xxx	50,311.00	33,209.00	5,109.97	11,992.03
	2,501,279.00	1,684,750.39	649,896.91	166,631.70
Undistributed Expenditures				
11-xxx-xxx-2xx	563,538.00	422,341.94	141,188.07	7.99
11-000-xxx-xxx	4,458,646.18	2,888,149.32	1,330,060.83	240,436.03
	5,022,184.18	3,310,491.26	1,471,248.90	240,444.02
Capital Outlay				
12-000-4xx-xxx	41,662.00	37,024.20	4,637.80	.00
	41,662.00	37,024.20	4,637.80	.00
Special Schools				
	.00	.00	.00	.00
Other				
11-*	23,535.00	16,477.50	.00	7,057.50
	23,535.00	16,477.50	.00	7,057.50
	7,588,660.18	5,048,743.35	2,125,783.61	414,133.22

10 General Fund

Schedule Of Revenues

Actual Compared with Estimated

	Estimated	Actual	Unrealized
Revenues from Local Sources			
10-1210 Ad Valorem Taxes - Local Tax Levy	6,575,110.00	6,575,110.00	.00
10-1310 Tuition From Individuals	15,250.00	11,254.50	3,995.50
10-1510 Interest On Investments	1,200.00	1,200.00	.00
10-1990 Miscellaneous Revenue from Local Sources	13,550.00	18,719.72	-5,169.72
	6,605,110.00	6,606,284.22	-1,174.22
Revenues from State Sources			
10-3121 Categorical Transportation Aid	85,575.00	85,575.00	.00
10-3132 Categorical Special Education Aid	221,110.00	221,110.00	.00
10-3177 Categorical Security Aid	134,097.00	134,097.00	.00
10-3178 Adjustment Aid	140,357.00	140,357.00	.00
	581,139.00	581,139.00	.00
	7,186,249.00	7,187,423.22	-1,174.22

10 General Fund

Statement of Appropriations
Compared with Expenditures and Encumbrances

	Appropriations	Expenditures	Encumbrances	Available Balance
Regular Programs - Instruction				
11-105-100-936 Local Contribution - Transfer to Special Revenue Fund - Inclusion	83,142.00	83,142.00	.00	.00
11-110-100-101 Kindergarten - Salaries of Teachers	162,878.00	109,778.60	46,453.80	6,645.60
11-120-100-101 Grades 1-5 - Salaries of Teachers	995,067.00	652,583.17	281,234.50	61,249.33
11-130-100-101 Grades 6-8 - Salaries of Teachers	898,527.00	598,747.02	264,327.50	35,452.48
11-110-100-270 Health Benefits	524,014.00	391,094.03	132,912.68	7.29
	2,663,628.00	1,835,344.82	724,928.48	103,354.70
Regular Programs - Home Instruction				
11-150-100-101 Salaries of Teachers	1,000.00	.00	.00	1,000.00
	1,000.00	.00	.00	1,000.00
Regular Programs - Undistributed Instruction				
11-190-100-500 Other Purchased Services (400-500 series)	12,500.00	2,569.00	7,095.00	2,836.00
11-190-100-610 General Supplies	87,700.00	68,874.40	5,443.16	13,382.44
11-190-100-800 Other Objects	43,000.00	30,443.38	7,023.78	5,532.84
11-190-100-260 Workmen's Compensation	7,000.00	7,000.00	.00	.00
	150,200.00	108,886.78	19,561.94	21,751.28
Special Education - Home Instruction				
11-219-100-101 Salaries of Teachers	1,000.00	.00	.00	1,000.00
	1,000.00	.00	.00	1,000.00
Bilingual Education - Instruction				
11-240-100-101 Salaries of Teachers	123,094.00	76,866.80	32,698.20	13,529.00
11-240-100-610 General Supplies	800.00	108.74	511.00	180.26
11-240-100-270 Health Benefits	32,524.00	24,247.91	8,275.39	.70
	156,418.00	101,223.45	41,484.59	13,709.96
School - Sponsored Co-curricular and Extra-curricular Activities				
11-401-100-100 Salaries	35,127.00	21,751.45	.00	13,375.55
11-401-100-600 Supplies and Materials	250.00	121.83	.00	128.17
11-401-100-800 Other Objects	6,883.00	6,555.00	.00	328.00
	42,260.00	28,428.28	.00	13,831.72
School - Sponsored Athletics				

REPORT OF THE SECRETARY TO THE BOARD OF EDUCATION
Bradley Beach Board of Education
2022-23 March

	Appropriations	Expenditures	Encumbrances	Available Balance
11-402-100-100				
11-402-100-500	27,811.00	19,836.50	.00	7,974.50
11-402-100-600	19,000.00	13,372.50	4,200.00	1,427.50
	3,500.00	.00	909.97	2,590.03
	50,311.00	33,209.00	5,109.97	11,992.03
Summer School				
Salaries of Teacher Tutors	23,535.00	16,477.50	.00	7,057.50
	23,535.00	16,477.50	.00	7,057.50
UNDISTRIBUTED EXPENDITURES				
Instruction				
Tuition to Other LEAs Within the State-Regular	1,237,258.00	773,580.00	454,185.00	9,493.00
Tuition to Other LEAs Within the State-Special	328,790.00	167,087.48	151,702.52	10,000.00
Tuition to County Vocational School District - Regular	64,195.00	38,517.00	25,678.00	.00
Tuition to County Vocational School District - Special	37,452.00	19,662.30	17,789.70	.00
Tuition to APSSD Within the State	37,406.00	13,710.96	23,694.83	.21
Tuition - State Facilities	40,270.00	26,328.20	13,941.80	.00
	1,745,371.00	1,038,885.94	686,991.85	19,493.21
Attendance and Social Work Services				
Salaries	61,593.00	40,273.11	17,451.96	3,867.93
Salaries of Family Liaisons/Community Parent Involvement Specialists	2,000.00	491.40	.00	1,508.60
Social Security Contributions	4,047.00	.00	4,047.00	.00
Health Benefits	21,189.00	12,976.50	.00	8,212.50
Supplies and Materials	1,300.00	476.24	800.41	23.35
	90,129.00	54,217.25	22,299.37	13,612.38
Health Services				
Salaries	67,073.00	46,421.84	17,520.00	3,131.16
Social Security Contributions	356.00	.00	356.00	.00
Health Benefits	11,757.00	7,329.72	.00	4,427.28
Purchased Professional and Technical Services	5,000.00	3,600.00	.00	1,400.00
Supplies and Materials	2,385.00	1,970.91	.00	414.09
Other Objects	715.00	239.00	.00	476.00
	87,286.00	59,561.47	17,876.00	9,848.53
Speech/Occupational Therapy/Physical Therapy and Related Services				
Salaries	62,494.00	43,687.00	18,723.00	84.00
Purchased Professional - Educational Services	49,451.00	30,916.25	18,343.75	191.00
Supplies and Materials	500.00	407.24	7.23	85.53
Health Benefits	40,032.00	28,535.03	10,670.40	826.57

REPORT OF THE SECRETARY TO THE BOARD OF EDUCATION
Bradley Beach Board of Education
2022-23 March

	Appropriations	Expenditures	Encumbrances	Available Balance
Extraordinary Services	152,477.00	103,545.52	47,744.38	1,187.10
Salaries	93,167.00	39,739.20	16,125.60	37,302.20
Health Benefits	72,585.00	46,526.60	15,821.62	10,236.78
	165,752.00	86,265.80	31,947.22	47,538.98
Guidance Services				
Salaries of Other Professional Staff	29,166.00	16,955.55	11,993.85	216.60
Health Benefits	11,700.00	6,373.73	5,326.27	.00
Supplies and Materials	850.00	715.93	130.71	3.36
	41,716.00	24,045.21	17,450.83	219.96
Child Study Teams				
Salaries of Other Professional Staff	149,732.00	108,449.54	41,153.46	129.00
Purchased Professional - Educational Services	2,500.00	.00	1,800.00	700.00
Supplies and Materials	9,000.00	8,171.90	305.25	522.85
Other Objects	2,230.00	1,910.60	12.13	307.27
Health Benefits	58,062.00	43,102.30	14,959.70	.00
	221,524.00	161,634.34	58,230.54	1,659.12
Improvement of Instruction Services				
Salaries of Supervisor of Instruction	100,885.00	73,091.77	24,750.28	3,042.95
Salaries of Other Professional Staff	3,200.00	3,060.00	.00	140.00
Salaries of Secretaries and Clerical Assistants	19,726.00	15,284.56	2,797.68	1,643.76
Social Security Contributions	2,138.00	.00	2,138.00	.00
Supplies and Materials	1,000.00	232.92	526.00	241.08
Other Objects	1,050.00	800.00	250.00	.00
	127,999.00	92,469.25	30,461.96	5,067.79
Instructional Staff Training Services				
Purchased Professional - Educational Services	1,000.00	1,000.00	.00	.00
Travel - All Other	2,000.00	1,410.00	125.00	465.00
	3,000.00	2,410.00	125.00	465.00
Support Services - General Administration				
Salaries	163,660.00	123,653.89	39,991.87	14.24
Legal Services (Note: APSSD - Not Litigation Related Legal Services)	4,297.00	2,437.50	.00	1,859.50
Audit Fees	25,500.00	24,000.00	1,500.00	.00
Architectural/Engineering Services	28,000.00	.00	28,000.00	.00
Other Purchased Professional Services	24,115.00	20,972.10	1,100.00	2,042.90
Communications / Telephone	9,930.00	7,355.77	1,639.27	934.96

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

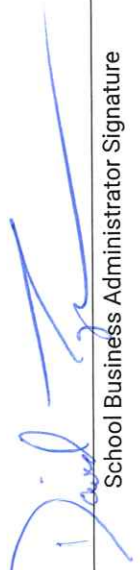
	Appropriations	Expenditures	Encumbrances	Available Balance
11-000-230-585				
11-000-230-590	BOE Other Purchased Services	3,370.00	99.00	56.00
	Miscellaneous Purchased Services (400-500) [Other than 530 and 585]	610.68	229.78	1,459.54
11-000-230-610	General Supplies	6,130.87	.00	135.13
11-000-230-890	Miscellaneous Expenditures	4,293.62	2,408.66	.72
11-000-230-895	BOE Membership Dues and Fees	3,701.20	.00	98.80
		196,525.63	74,968.58	6,601.79
	Support Services - School Administration			
11-000-240-103	Salaries of Principals / Assistant Principals / Program Directors	8,211.10	2,749.73	4.17
11-000-240-600	Supplies and Materials	130.00	.00	130.00
11-000-240-800	Other Objects	1,070.00	.00	.00
		12,165.00	2,749.73	134.17
	Central Services			
11-000-251-100	Salaries	128,438.97	36,912.28	736.75
11-000-251-330	Purchased Professional Services	300.00	.00	.00
11-000-251-340	Purchased Technical Services	21,582.80	150.00	.00
11-000-251-600	Supplies and Materials	4,000.00	1,378.57	557.51
11-000-251-890	Miscellaneous Expenditures	4,000.00	300.63	620.47
		155,464.59	38,741.48	1,914.73
	Administrative Information Technology			
11-000-252-100	Salaries	.00	.00	8,570.00
11-000-252-600	Supplies and Materials	2,055.12	3,025.01	510.82
		2,055.12	3,025.01	9,080.82
	Required Maintenance for School Facilities			
11-000-261-100	Salaries	15,537.07	5,179.93	12,403.00
11-000-261-420	"Cleaning, Repair, and Maintenance Services"	104,032.88	8,884.20	16,861.10
11-000-261-610	General Supplies	16,298.80	514.74	1,930.71
11-000-261-800	Other Objects	16,080.25	.00	3,984.75
11-000-261-220	Social Security Contributions	2,534.00	.00	2,534.00
11-000-261-270	Health Benefits	27,520.28	9,998.72	.00
		179,469.28	24,577.59	37,713.56
	Custodial Services			
11-000-262-100	Salaries	134,232.79	43,207.02	4,810.19
11-000-262-107	Salaries of Non-Instructional Aides	16,999.58	.00	25,225.42
11-000-262-220	Social Security Contributions	16,784.99	312.01	.00
11-000-262-260	Workmen's Compensation	35,697.74	.00	397.26
11-000-262-270	Health Benefits	40,582.98	13,841.02	.00

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

	Appropriations	Expenditures	Encumbrances	Available Balance
11-000-262-300				
11-000-262-490	5,350.00	5,079.29	.00	270.71
11-000-262-520	5,150.00	3,559.58	1,576.42	14.00
11-000-262-610	63,774.00	56,629.49	.00	7,144.51
11-000-262-621	13,220.00	8,457.31	2,359.56	2,403.13
11-000-262-622	50,480.00	36,178.22	14,301.78	.00
	38,300.00	28,953.43	9,257.57	89.00
	508,365.00	383,155.40	84,855.38	40,354.22
Security				
11-000-266-420	8,000.00	4,133.72	1,802.74	2,063.54
11-000-266-610	3,000.00	420.00	1,823.99	756.01
	11,000.00	4,553.72	3,626.73	2,819.55
Student Transportation Services				
11-000-270-160	38,501.00	28,875.78	9,625.22	.00
11-000-270-503	14,500.00	6,887.09	7,154.00	458.91
11-000-270-512	100.00	.00	.00	100.00
11-000-270-513	65,953.00	30,235.87	34,390.50	1,326.63
11-000-270-515	34,460.00	.00	28,565.42	5,894.58
11-000-270-517	83,710.00	36,819.15	44,890.85	2,000.00
11-000-270-518	52,500.00	30,026.14	14,973.86	7,500.00
	289,724.00	132,844.03	139,599.85	17,280.12
Personnel Services - Unallocated Employee Benefits				
11-000-291-220	30,218.00	30,218.00	.00	.00
11-000-291-241	104,734.00	91,799.38	6,307.62	6,627.00
11-000-291-260	5,000.00	5,000.00	.00	.00
11-000-291-270	67,906.00	50,586.29	17,319.71	.00
11-000-291-280	9,000.00	3,000.00	.00	6,000.00
11-000-291-290	12,000.00	.00	.00	12,000.00
	228,858.00	180,603.67	23,627.33	24,627.00
Facilities Acquisition and Construction Services				
12-000-400-720	20,000.00	20,000.00	.00	.00
12-000-400-896	21,662.00	17,024.20	4,637.80	.00
	41,662.00	37,024.20	4,637.80	.00
Other Uses				

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

11-000-500-561	Transfer of Funds to Charter Schools	Appropriations	Expenditures	Encumbrances	Available Balance
		43,142.00	21,162.00	21,162.00	818.00
		43,142.00	21,162.00	21,162.00	818.00
	Equipment	.00	.00	.00	.00
	Contribution (Transfer) of Funds to Charter Schools	.00	.00	.00	.00
	General Fund	7,588,660.18	5,048,743.35	2,125,783.61	414,133.22


 School Business Administrator Signature


 Date

20 Special Revenue Fund

Assets and Liabilities

Assets	101	Cash	(21,844.46)
	132	Accounts Receivable:	
	141	Interfund Receivable	
		A/R: State of NJ	99,772.95
Resources	301	Estimated Revenues	1,974,388.77
	302	Revenues	(761,932.06)
Total assets and resources:			1,212,456.71
			1,290,385.20

20 Special Revenue Fund

Liabilities and Fund Equity

Liabilities					
481	Deferred Revenue			1,033.45	1,033.45
Fund Balance					
	Appropriated				
	Reserve for Encumbrances				
753	Reserve for Encumbrances: Current			296,605.31	
754	Reserve for Encumbrances: Prior				
601	Appropriations			1,974,873.77	
602	Expenditures		685,522.02		
603	Encumbrances		296,605.31		
	Less: Expenditures and Encumbrances			(982,127.33)	
	Total Appropriations				1,289,351.75
	Reserved Fund Balance				
	Other Reserves			.00	.00
75X,76x	Total Reserved Fund Balance:				
	Unappropriated:				
	Budgeted Fund Balance				
303	Unassigned Fund Balance				.00
770	Total Unappropriated:				
	Total Liabilities and Fund Balance				1,290,385.20

20 Special Revenue Fund

Recapitulation of Budgeted Fund Balance

	Budgeted	Actual	Variance
Appropriations	1,974,873.77	982,127.33	992,746.44
Revenues	(1,974,388.77)	(761,932.06)	(1,212,456.71)
	485.00	220,195.27	(219,710.27)
Less: Reserve for Encumbrances: Prior	485.00	485.00	.00
Budgeted Fund Balance:	.00	219,710.27	-219,710.27

20 Special Revenue Fund

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

Revenue/sources of funds					Budgeted Estimated	Actual To Date	Unrealized Balance	
1XXX	From Local Sources			6,507.44	5,473.99	1,033.45		
3XXX	From State Sources			344,808.00	338,148.00	6,660.00		
4XXX	From Federal Sources			1,539,931.33	335,168.07	1,204,763.26		
5XXX	From Other Sources			83,142.00	83,142.00	.00		
				1,974,388.77	761,932.06	1,212,456.71		
Expenditures					Appropriations	Expenditures	Encumbrances	Available Balance
20-*	Local Projects							
	Other Special Revenue Fund			13,652.44	1,657.38	4,340.00		7,655.06
				13,652.44	1,657.38	4,340.00		7,655.06
20-218-xxx-xxx	State Projects							
	Preschool Education Aid			415,710.00	294,926.46	120,651.54		132.00
20-492-xxx-xxx	SDA Emergent Needs and Capital Maint			5,580.00	.00	5,580.00		.00
				421,290.00	294,926.46	126,231.54		132.00
20-23x-xxx-xxx	Federal Projects							
	ESSA Title I, Part A			115,042.00	65,507.82	28,090.18		21,444.00
20-24x-xxx-xxx	ESSA Title III			10,190.00	4,724.70	1,905.30		3,560.00
20-25x-xxx-xxx	I.D.E.A. Part B			122,716.00	69,104.76	30,687.24		22,924.00
20-27x-xxx-xxx	ESSA Title IIA / IID			14,633.13	7,452.13	2,014.00		5,167.00
20-28x-xxx-xxx	ESSA Title IV			16,375.00	4,992.00	6,702.00		4,681.00
20-483-xxx-xxx	CRRSA Act-ESSER II Grant Program			181,697.82	118,871.21	38,158.40		24,668.21
20-484-xxx-xxx	CRRSA Act-Learning Acceleration Grant Program			3,260.00	420.00	.00		2,840.00
20-485-xxx-xxx	CRRSA Act-Mental Health Grant Program			2,751.00	.00	.00		2,751.00
20-487-xxx-xxx	ARP-ESSER Grant Program			919,123.89	90,050.80	38,593.20		790,479.89
20-488-xxx-xxx	ARP ESSER Subgrant (ALCES)			29,600.00	7,460.87	7,200.00		14,939.13
20-489-xxx-xxx	ARP ESSER Subgrant (EBSLEA)			40,000.00	.00	.00		40,000.00
20-490-xxx-xxx	ARP Evidence Based Learning Beyond the Sch Day			39,542.49	3,186.94	1,919.80		34,435.75
20-491-xxx-xxx	ARP ESSER Subgrant (NJTSS)			45,000.00	17,166.95	10,763.65		17,069.40
				1,539,931.33	388,938.18	166,033.77		984,959.38
				1,974,873.77	685,522.02	296,605.31		992,746.44

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

20 Special Revenue Fund

Schedule Of Revenues

Actual Compared with Estimated

	Estimated	Actual	Unrealized
Revenues from Local Sources			
20-1000 Revenue from Local Sources	6,507.44	5,473.99	1,033.45
	6,507.44	5,473.99	1,033.45
Revenues from State Sources			
20-3218 Preschool Education Aid and Prior Year Carryover	332,568.00	332,568.00	.00
20-3257 SDA Emergent Needs and Capital Maint in School Districts	5,580.00	5,580.00	.00
20-3291 Climate Awareness Education Grant	6,660.00	.00	6,660.00
	344,808.00	338,148.00	6,660.00
Revenues from Federal Sources			
20-4411 Title I-Part A	115,042.00	56,150.00	58,892.00
20-4420 I.D.E.A. Part B	122,716.00	59,854.00	62,862.00
20-4451 Title II-A	14,633.13	6,977.00	7,656.13
20-4471 Title IV - Part A - Student Support and Acad Enrichment	16,375.00	4,992.00	11,383.00
20-4491 Title III	10,190.00	3,810.00	6,380.00
20-4534 CRRSA Act - ESSER II	181,697.82	107,165.36	74,532.46
20-4535 CRRSA Act - Learning Acceleration Grant	3,260.00	420.00	2,840.00
20-4536 CRRSA Act - Mental Health Grant	2,751.00	.00	2,751.00
20-4540 ARP-ESSR	919,123.89	77,186.71	841,937.18
20-4541 ARP ESSER Accelerated Learning Coaching/Ed Support	29,600.00	2,060.00	27,540.00
20-4542 ARP ESSER Evid-Based Sum Learning & Enrichment Act	40,000.00	.00	40,000.00
20-4543 ARP ESSER Evid-Based Comp Beyond the School Day Act	39,542.49	2,556.00	36,986.49
20-4544 ARP ESSER NJTSS Mental Health Support Staffing	45,000.00	13,997.00	31,003.00
	1,539,931.33	335,168.07	1,204,763.26
Revenues from Other Financing Sources			
20-5200 Interfund Transfers	83,142.00	83,142.00	.00
	83,142.00	83,142.00	.00
	1,974,388.77	761,932.06	1,212,456.71

20 Special Revenue Fund

Statement of Appropriations
Compared with Expenditures and Encumbrances

	Appropriations	Expenditures	Encumbrances	Available Balance
Other Local Projects				
Program Expenditures				
20-001-200-600	6,992.44	1,657.38	4,340.00	995.06
	6,992.44	1,657.38	4,340.00	995.06
Preschool Education				
Salaries of Teachers	222,276.00	155,593.20	66,682.80	.00
Other Salaries for Instruction	53,884.00	37,626.40	16,125.60	132.00
Salaries of Supervisors of Instruction	40,200.00	30,149.91	10,050.09	.00
Salaries of Other Professional Staff	13,709.00	9,596.30	4,112.70	.00
Personal Services - Employee Benefits	81,641.00	60,960.65	20,680.35	.00
Other Purchased Professional Services	4,000.00	1,000.00	3,000.00	.00
	415,710.00	294,926.46	120,651.54	132.00
ESSA Title I, Part A				
Salaries of Teachers	76,690.00	53,683.00	23,007.00	.00
Employee Benefits	18,352.00	2,553.32	1,109.68	14,689.00
	95,042.00	56,236.32	24,116.68	14,689.00
ESSA Title I, Part A				
Salaries of Teachers	13,245.00	9,271.50	3,973.50	.00
Employee Benefits	6,755.00	.00	.00	6,755.00
	20,000.00	9,271.50	3,973.50	6,755.00
ESSA Title III				
Salaries of Teachers	6,351.00	4,445.70	1,905.30	.00
Employee Benefits	3,239.00	.00	.00	3,239.00
Other Purchased Services	500.00	279.00	.00	221.00
Supplies and Materials	100.00	.00	.00	100.00
	10,190.00	4,724.70	1,905.30	3,560.00
IDEA Part B				
Salaries of Teachers	33,000.00	23,329.00	9,671.00	.00
Salaries - Other	53,752.00	37,088.88	16,663.12	.00
Employee Benefits	20,942.00	2,837.28	1,274.72	16,830.00
Professional Technical Services	12,111.00	4,500.00	2,500.00	5,111.00
	119,805.00	67,755.16	30,108.84	21,941.00
IDEA Part B				

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

	Appropriations	Expenditures	Encumbrances	Available Balance
20-252-100-101				
20-252-200-200	1,928.00	1,349.60	578.40	.00
	983.00	.00	.00	983.00
	2,911.00	1,349.60	578.40	983.00
ESSA Title IIA / IID				
Program Expenditures	10,886.00	3,705.00	2,014.00	5,167.00
	10,886.00	3,705.00	2,014.00	5,167.00
ESSA Title IIA / IID				
Program Expenditures	3,747.13	3,747.13	.00	.00
	3,747.13	3,747.13	.00	.00
ESSA Title IV				
Salaries of Teachers	2,794.00	.00	.00	2,794.00
Instructional Supplies	500.00	.00	500.00	.00
Employee Benefits	214.00	.00	.00	214.00
Professional Technical Services	4,992.00	4,992.00	.00	.00
Other Purchased Services	1,275.00	.00	.00	1,275.00
Supplies and Materials	225.00	.00	225.00	.00
	10,000.00	4,992.00	725.00	4,283.00
ESSA Title IV				
Instructional Supplies	5,419.00	.00	5,419.00	.00
Other Purchased Services	956.00	.00	558.00	398.00
	6,375.00	.00	5,977.00	398.00
Climate Awareness Education Grant				
Program Expenditures	6,660.00	.00	.00	6,660.00
	6,660.00	.00	.00	6,660.00
CRRSA Act-ESSER II Grant Program				
Program Expenditures	181,697.82	118,871.21	38,158.40	24,668.21
	181,697.82	118,871.21	38,158.40	24,668.21
CRRSA Act-Learning Acceleration Grant Program				
Program Expenditures	3,260.00	420.00	.00	2,840.00
	3,260.00	420.00	.00	2,840.00
CRRSA Act-Mental Health Grant Program				
Program Expenditures	2,751.00	.00	.00	2,751.00
	2,751.00	.00	.00	2,751.00
ARP-ESSER Grant Program				
Program Expenditures	919,123.89	90,050.80	38,593.20	790,479.89
	919,123.89	90,050.80	38,593.20	790,479.89

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

	Appropriations	Expenditures	Encumbrances	Available Balance
ARP ESSER Subgrant (ALCES)				
Program Expenditures	29,600.00	7,460.87	7,200.00	14,939.13
	29,600.00	7,460.87	7,200.00	14,939.13
ARP ESSER Subgrant (EBSLEA)				
Program Expenditures	40,000.00	.00	.00	40,000.00
	40,000.00	.00	.00	40,000.00
ARP Evidence Based Learning Beyond the School Day				
Program Expenditures	39,542.49	3,186.94	1,919.80	34,435.75
	39,542.49	3,186.94	1,919.80	34,435.75
ARP ESSER Subgrant (NJTSS)				
Program Expenditures	45,000.00	17,166.95	10,763.65	17,069.40
	45,000.00	17,166.95	10,763.65	17,069.40
SDA Emergent Needs and Capital Maintenance in School Districts				
Program Expenditures	5,580.00	.00	5,580.00	.00
	5,580.00	.00	5,580.00	.00
Special Revenue Fund	1,974,873.77	685,522.02	296,605.31	992,746.44


School Business Administrator Signature

4/4/23
Date

30 Capital Projects Fund

Assets and Liabilities

Assets	101	Cash	
Resources	301	Estimated Revenues	
	302	Revenues	.00
Total assets and resources:			

30 Capital Projects Fund

Liabilities and Fund Equity

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

30 Capital Projects Fund
Recapitulation of Budgeted Fund Balance

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

30 Capital Projects Fund

Interim Statements Comparing

Budget Revenue with Actual to Date and

Appropriations with Expenditures and Encumbrances to Date

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

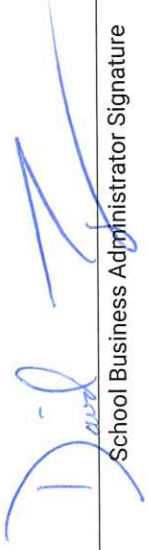
30 Capital Projects Fund

Schedule Of Revenues

Actual Compared with Estimated

	Estimated	Actual	Unrealized
	.00	.00	.00

30 Capital Projects Fund
Statement of Appropriations
Compared with Expenditures and Encumbrances

	Appropriations	Expenditures	Encumbrances	Available Balance
Capital Projects Fund	.00	.00	.00	.00
				4/4/23
School Business Administrator Signature				Date

40 Debt Service Fund

Assets and Liabilities

Assets		
101	Cash	124,680.57
121	Tax Levy Receivable	46,479.00
Resources		
301	Estimated Revenues	174,300.00
302	Revenues	(174,300.00)
		<u>.00</u>
Total assets and resources:		<u>171,159.57</u>

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Liabilities					
Fund Balance					
	Appropriated				
	Reserve for Encumbrances				
753	Reserve for Encumbrances: Current				
754	Reserve for Encumbrances: Prior				
601	Appropriations		174,300.00		
602	Expenditures	3,150.00			
603	Encumbrances				
	Less: Expenditures and Encumbrances		(3,150.00)		
	Total Appropriations			171,150.00	
	Reserved Fund Balance				
	Other Reserves			.00	
75X,76x	Total Reserved Fund Balance:				.00
	Unappropriated:				
303	Budgeted Fund Balance				
770	Fund Balance		9.57		
	Total Unappropriated:				9.57
Total Liabilities and Fund Balance					171,159.57

40 Debt Service Fund

Recapitulation of Budgeted Fund Balance

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

40 Debt Service Fund

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

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

Repayment of Debt
Repayment of Debt - Regular
Other
Other Debt Service Fund

40 Debt Service Fund

Schedule Of Revenues
Actual Compared with Estimated

Revenues from Local Sources

Ad Valorem Taxes - Local Tax Levy

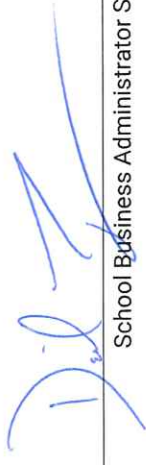
40-1210

	Estimated	Actual	Unrealized
	174,300.00	174,300.00	.00
	174,300.00	174,300.00	.00
	174,300.00	174,300.00	.00

40 Debt Service Fund

Statement of Appropriations
Compared with Expenditures and Encumbrances

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



School Business Administrator Signature

Date

4/4/23

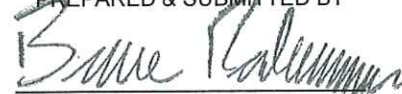
REPORT OF THE TREASURER TO THE BRADLEY BEACH BOARD OF EDUCATION
FOR THE MONTH ENDING

3/31/23

PAGE 1 OF 6

FUNDS	CASH BALANCE	CASH RECEIPTS THIS MONTH	CASH DISBURSEMENTS THIS MONTH	ENDING CASH BALANCE(1+2-3)
GENERAL FUND--FUND 10	\$1,755,875.28	\$682,957.14	\$654,745.85	\$1,784,086.57
SPECIAL REVENUE FUND--FUND 20	(\$21,661.15)	\$94,442.58	\$94,625.89	(\$21,844.46)
CAPITAL PROJECTS FUND--FUND 30	\$0.00	\$0.00	\$0.00	\$0.00
DEBT SERVICE FUND--FUND 40	\$109,187.57	\$15,493.00	\$0.00	\$124,680.57
TOTAL GOVERNMENTAL FUNDS	\$1,843,401.70	\$792,892.72	\$749,371.74	\$1,886,922.68
ENTERPRISE FUND--FUND 5X	\$28,194.60	\$10,265.34	\$11,877.93	\$26,582.01
PAYROLL	\$94.32	\$229,545.45	\$229,540.13	\$99.64
PAYROLL AGENCY	\$135,662.86	\$188,620.83	\$165,430.55	\$158,853.14
UNEMPLOYMENT TRUST	\$37,224.33	\$20.74	\$0.00	\$37,245.07
TOTAL TRUST & AGENCY FUNDS	\$172,981.51	\$418,187.02	\$394,970.68	\$196,197.85
TOTAL ALL FUNDS	\$2,044,577.81	\$1,221,345.08	\$1,156,220.35	\$2,109,702.54

PREPARED & SUBMITTED BY



4/18/2023

TREASURER OF SCHOOL MONIES

DATE

BRADLEY BEACH BOARD OF EDUCATION BANK RECONCILIATION--CASH ACCOUNT

BANK: BANK OF AMERICA

ACCOUNT #726-0100062

STATEMENT DATE: 3/31/23

BALANCE PER BANK

\$1,906,493.32

ADDITIONS: DEPOSITS IN TRANSIT	DATE	AMOUNT
REIMBURSEMENT DUE FOR		\$0.00
		\$0.00
		\$0.00

TOTAL DEPOSITS IN TRANSIT \$0.00

DEDUCTIONS: OUTSTANDING CHECKS	AMOUNT
	\$19,570.62
OTHER	\$0.00
	\$0.02
TOTAL DEDUCTIONS	\$19,570.64

NET RECONCILING ITEMS	(\$19,570.64)
ADJUSTED BALANCE PER BANK	\$1,886,922.68

BALANCE PER BOARD SECRETARY'S RECORDS AS OF _____

RECONCILING ITEMS:

ADDITIONS

INTEREST EARNED _____

OTHER (EXPLAIN) _____

TOTAL ADDITIONS _____

DEDUCTIONS

BANK CHARGES _____

OTHER (EXPLAIN) _____

TOTAL DEDUCTIONS _____

NET RECONCILING ITEMS _____

ADJUSTED BOARD SECRETARY'S BALANCE AS OF _____

BANK OF AMERICA CERTIFICATES OF DEPOSIT: _____

\$0.00

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

BANK: BANK OF AMERICA

ACCOUNT #726-0102200

STATEMENT DATE: 3/31/23

BALANCE PER BANK

\$164,199.70

ADDITIONS: DEPOSITS IN TRANSIT	DATE	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00

TOTAL DEPOSITS IN TRANSIT \$0.00

DEDUCTIONS: OUTSTANDING CHECKS	AMOUNT
	\$5,346.56
OTHER	\$0.00
TOTAL DEDUCTIONS	\$5,346.56

NET RECONCILING ITEMS	(\$5,346.56)
ADJUSTED BALANCE PER BANK	\$158,853.14

BALANCE PER BOARD SECRETARY'S RECORDS AS OF _____

RECONCILING ITEMS:

ADDITIONS

INTEREST EARNED _____

OTHER (EXPLAIN) _____

TOTAL ADDITIONS _____

DEDUCTIONS

BANK CHARGES _____

OTHER (EXPLAIN) _____

TOTAL DEDUCTIONS _____

NET RECONCILING ITEMS _____

ADJUSTED BOARD SECRETARY'S BALANCE AS OF _____

BRADLEY BEACH BOARD OF EDUCATION BANK RECONCILIATION--PAYROLL ACCOUNT

BANK: BANK OF AMERICA

ACCOUNT #726-0100089

STATEMENT DATE: 3/31/23

BALANCE PER BANK

\$2,398.51

ADDITIONS: DEPOSITS IN TRANSIT	DATE	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL DEPOSITS IN TRANSIT		AMOUNT
		\$2,298.87
DEDUCTIONS: OUTSTANDING CHECKS		\$0.00
OTHER		\$0.00
TOTAL DEDUCTIONS		\$2,298.87

NET RECONCILING ITEMS

(\$2,298.87)

ADJUSTED BALANCE PER BANK

\$99.64

BALANCE PER BOARD SECRETARY'S RECORDS AS OF _____

RECONCILING ITEMS:

ADDITIONS

INTEREST EARNED _____

OTHER (EXPLAIN) _____

TOTAL ADDITIONS _____

DEDUCTIONS

BANK CHARGES _____

OTHER (EXPLAIN) _____

TOTAL DEDUCTIONS _____

NET RECONCILING ITEMS _____

ADJUSTED BOARD SECRETARY'S BALANCE AS OF _____

BRADLEY BEACH BOARD OF EDUCATION BANK RECONCILIATION--UNEMPLOYMENT INSURANCE

BANK: BANK OF AMERICA

ACCOUNT #726-0101875

STATEMENT DATE: 3/31/23

BALANCE PER BANK

\$37,245.07

ADDITIONS: DEPOSITS IN TRANSIT	DATE	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL DEPOSITS IN TRANSIT		AMOUNT
		\$0.00
DEDUCTIONS: OUTSTANDING CHECKS		\$0.00
OTHER		\$0.00
TOTAL DEDUCTIONS		\$0.00

NET RECONCILING ITEMS

\$0.00

ADJUSTED BALANCE PER BANK

\$37,245.07

BALANCE PER BOARD SECRETARY'S RECORDS AS OF _____

RECONCILING ITEMS:

ADDITIONS

INTEREST EARNED _____

OTHER (EXPLAIN) _____

TOTAL ADDITIONS _____

DEDUCTIONS

BANK CHARGES _____

OTHER (EXPLAIN) _____

TOTAL DEDUCTIONS _____

NET RECONCILING ITEMS _____

ADJUSTED BOARD SECRETARY'S BALANCE AS OF _____

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

STATEMENT DATE:	3/31/23		
BALANCE PER BANK			\$26,582.01
ADDITIONS: DEPOSITS IN TRANSIT	DATE	AMOUNT	
		\$0.00	
		\$0.00	
		\$0.00	
TOTAL DEPOSITS IN TRANSIT		\$0.00	
		AMOUNT	
DEDUCTIONS: OUTSTANDING CHECKS		\$0.00	
		\$0.00	
OTHER		\$0.00	
TOTAL DEDUCTIONS		\$0.00	
NET RECONCILING ITEMS		\$0.00	
ADJUSTED BALANCE PER BANK			\$26,582.01

BALANCE PER BOARD SECRETARY'S RECORDS AS OF _____

RECONCILING ITEMS:

ADDITIONS

INTEREST EARNED _____

OTHER (EXPLAIN) _____

TOTAL ADDITIONS _____

DEDUCTIONS

BANK CHARGES _____

OTHER (EXPLAIN) _____

TOTAL DEDUCTIONS _____

NET RECONCILING ITEMS _____

OUTSTANDING CHECKS AS OF 3/31/23
SALARY CASH ACCOUNT #726-0100089

CHECK #	AMOUNT	CHECK #	AMOUNT
---------	--------	---------	--------

37267	\$180.57		
37295	\$160.73		
37309	\$1,957.57		

GRAND TOTAL, SALARY ACCOUNT	\$2,298.87
-----------------------------	------------

OUTSTANDING CHECKS AS OF 3/31/23
CASH ACCOUNT #726-0100062

PAGE 6 OF 6

CHECK #	AMOUNT	CHECK #	AMOUNT
21341	\$125.00		
21366	\$429.38		
21400	\$150.00		
21444	\$511.00		
21454	\$10.00		
21466	\$4.99		
21479	\$258.50		
21506	\$14,108.00		
21532	\$3,973.75		

OUTSTANDING CHECKS AS OF 3/31/23
PAYROLL/AGENCY ACCOUNT # 0072-6010-2200

CHECK #	AMOUNT	CHECK #	AMOUNT
7498	\$44.62		
7502	\$5,301.94		

Board of Education
 Account Maintenance Report
 Appropriation Adjustments and Transfers for 2022-23 03/31/2023 - 03/31/2023

[Adjustment] Tx: 23647 to record March 2023 Transfers

Date	Fund	Act #	Act Desc	Type	Pre	Adjustment	Post
3/31/2023	11	11-000-100-561-00	Tuition to other LEAs w/i state regular	Adjustment	1,244,758.00	-7,500.00	1,237,258.00
3/31/2023	11	11-000-211-270-00	Health Benefits	Adjustment	21,939.00	-750.00	21,189.00
3/31/2023	11	11-000-211-600-00	Supplies Attendance	Adjustment	800.00	500.00	1,300.00
3/31/2023	11	11-000-221-800-00	Other objects	Adjustment	800.00	250.00	1,050.00
3/31/2023	11	11-000-230-331-00	Legal services	Adjustment	6,000.00	-1,703.00	4,297.00
3/31/2023	11	11-000-230-530-00	Communications-telephone	Adjustment	7,230.00	-100.00	7,130.00
3/31/2023	11	11-000-230-585-00	BOE Travel	Adjustment	1,650.00	100.00	1,750.00
3/31/2023	11	11-000-230-890-00	Miscellaneous expenditures	Adjustment	5,000.00	1,703.00	6,703.00
3/31/2023	11	11-000-240-600-00	Supplies and materials	Adjustment	200.00	-70.00	130.00
3/31/2023	11	11-000-240-800-00	Other objects	Adjustment	1,000.00	70.00	1,070.00
3/31/2023	11	11-000-262-107-00	Lunch Aides	Adjustment	45,225.00	-3,000.00	42,225.00
3/31/2023	11	11-000-262-520-00	Insurance	Adjustment	74,787.00	-11,013.00	63,774.00
3/31/2023	11	11-000-262-610-00	General Supplies	Adjustment	10,220.00	3,000.00	13,220.00
3/31/2023	11	11-000-266-420-00	Security Maintenance	Adjustment	9,000.00	-1,000.00	8,000.00
3/31/2023	11	11-000-266-610-00	Supplies and materials	Adjustment	2,000.00	1,000.00	3,000.00
3/31/2023	11	11-000-270-513-00	Contrac. service jointure Regular	Adjustment	64,800.00	1,153.00	65,953.00
3/31/2023	11	11-000-270-515-00	Contract service jointure special	Adjustment	28,600.00	5,860.00	34,460.00
3/31/2023	11	11-000-270-518-00	Contract service Special ESC	Adjustment	45,000.00	7,500.00	52,500.00
3/31/2023	11	11-110-100-101-01	Sub. Salaries - KDG	Adjustment	1,500.00	1,000.00	2,500.00
3/31/2023	11	11-120-100-101-01	Sub Salary	Adjustment	16,500.00	-1,000.00	15,500.00
3/31/2023	11	11-402-100-500-00	Pruchase Service	Adjustment	15,000.00	4,000.00	19,000.00
							.00

[Adjustment] Tx: 23655 to record additional transfers

Date	Fund	Act #	Act Desc	Type	Pre	Adjustment	Post
3/31/2023	11	11-000-218-600-00	Supplies and materials	Adjustment	750.00	100.00	850.00
3/31/2023	11	11-190-100-610-00	General Supplies	Adjustment	26,000.00	-100.00	25,900.00
							.00

**Bills and Claims
Batch 23-0229 Supply Chain Assistance Transfer (3/21/2023)
, Batch 23-0230 April Board Meeting (4/1/2023)
, Batch 23-0255 (4/4/2023)
, Batch 23-0257 NSLP February 2023 (4/1/2023)**

Attachment VIII-K

Vendor Name	Account Number	Id	PO Number	Description	Batch	Check #	Amount to Pay
A.A. Physical Therapy Services LLC	20-250-200-320-00	2006	PO-23-000195	Service Inv: MARCH	23-0230	21539	550.00
							550.00
Alison Zylinski	11-000-219-600-00	ZYLINS	PO-23-000579	Supplies	23-0230	21540	70.40
							70.40
Alliance Commercial Pest Control, Inc.	11-000-261-420-00	90060	PO-23-000020	Service Inv: 530497	23-0230	21541	10.00
Alliance Commercial Pest Control, Inc.	11-000-261-420-00	90060	PO-23-000020	Service Inv: 529753	23-0230	21541	70.00
Alliance Commercial Pest Control, Inc.	11-000-261-420-00	90060	PO-23-000020	Service Inv: 533658	23-0230	21541	10.00
							90.00
Allied Fire & Safety Equipment Company	11-000-266-420-00	88	PO-23-000551	Service Inv: 102161	23-0230	21542	252.00
							252.00
Ameriflex	11-000-251-340-00	AMERFL	PO-23-000180	Service Inv: 613616	23-0230	21543	50.00
							50.00
Ashley Fox	11-190-100-610-00	ASHLEY	PO-23-000573	General Supplies	23-0230	21544	292.05
Ashley Fox	11-190-100-610-00	ASHLEY	PO-23-000574	Supplies	23-0230	21544	8.99
							301.04
Atlantic Lock & Safety	11-000-261-420-00	600	PO-23-000586	Service Inv: 27013	23-0230	21545	424.00
							424.00
Atlantic Tomorrows Office	11-190-100-800-00-CP	ATLANTIC	PO-23-000597	Service Inv: 532475	23-0230	21546	239.62
							239.62
Atra Janitorial Supply	20-483-200-600-00	ATRA	PO-23-000524	Supplies Inv: 97312	23-0230	21547	798.20
Atra Janitorial Supply	20-483-200-600-00	ATRA	PO-23-000571	Service Inv: 97873	23-0230	21547	1,020.00
							1,818.20
Bradley Beach BOE	12-000-400-896-00	429	PO-23-000193	Service Inv: APRIL	23-0230	21548	2,166.20

**BRADLEY BEACH BOARD OF EDUCATION
Bills and Claims**

**Batch 23-0229 Supply Chain Assistance Transfer (3/21/2023)
, Batch 23-0230 April Board Meeting (4/1/2023)
, Batch 23-0255 (4/4/2023)
, Batch 23-0257 NSLP February 2023 (4/1/2023)**

Vendor Name	Account Number	Id	PO Number	Description	Batch	Check #	Amount to Pay
Bradley Beach BOE	11-000-100-568-00	BBSFAC	PO-23-000231	Tuition Inv: APRIL	23-0230	21549	2,166.20
Bradley Beach BOE	10-402	429	PO-23-000521	Service	23-0229	No Check	4,027.00
Bradley Beach BOE	10-402	BBSFAC	PO-23-000575	Service	23-0255	No Check	6,823.32
Bradley Beach BOE	10-402	BBSFAC	PO-23-000603	Service	23-0257	No Check	6,823.32
BSN SPORTS	11-402-100-600-00	BSN	PO-23-000560	Supplies Inv: 921064916	23-0230	21550	9,323.98
Bureau of Education & Research	20-270-200-580-00	619	PO-23-000463	Service Inv: 5119863	23-0230	21551	8,764.74
Bureau of Education & Research	20-281-200-580-00	619	PO-23-000512	Service Inv: 5121262	23-0230	21551	18,088.72
College Achieve Greater Asbury Park	11-000-500-561-00	COL	PO-23-000434	Tuition Inv: APRIL	23-0230	21553	319.98
Delisa Demolition and Disposal	11-000-261-420-00	DELISA	PO-23-000042	Service Inv: APRIL 257027	23-0230	21555	558.00
Dr.Aida I Pereira, SLPD.CCC-SLP	11-000-216-320-00	AIDA	PO-23-000541	Service Inv: 2023-04	23-0230	21556	7,054.00
Dr.Aida I Pereira, SLPD.CCC-SLP	11-000-216-320-00	AIDA	PO-23-000541	Service Inv: 2023-07	23-0230	21556	469.35
Environmental Connection	11-000-261-800-00	4246	PO-23-000589	Service Inv: 22003-02	23-0230	21557	625.00
Foundation For Educational Adm.	20-270-200-580-00	FEA	PO-23-000568	Service Inv: 63704	23-0230	21558	625.00
							1,250.00
							600.00
							125.00

**Board of Education
Bills and Claims**

Batch 23-0229 Supply Chain Assistance Transfer (3/21/2023)
, Batch 23-0230 April Board Meeting (4/1/2023)
, Batch 23-0255 (4/4/2023)
, Batch 23-0257 NSLP February 2023 (4/1/2023)

Vendor Name	Account Number	Id	PO Number	Description	Batch	Check #	Amount to Pay
G&H Electrical Contractors, Inc.	11-000-261-420-00	GH	PO-23-000544	Service Inv: 14686	23-0230	21559	540.00
							125.00
Gopher	11-190-100-610-12-PE	287	PO-23-000532	Supplies Inv: 266525	23-0230	21560	1,430.07
							1,430.07
Grainger	20-483-200-600-00	GRAING	PO-23-000536	Supplies Inv: 9632690104	23-0230	21561	237.42
							237.42
Heinemann Workshops	11-000-221-600-00	90050	PO-23-000555	Service Inv: 7514047	23-0230	21562	27.00
Heinemann Workshops	20-280-200-600-00	90050	PO-23-000555	Service	23-0230	21562	225.00
							252.00
Horizon Blue Cross Blue Shield of New Jersey	11-000-211-270-00	HORIZO	PO-23-000024	Service	23-0230	21563	.00
Horizon Blue Cross Blue Shield of New Jersey	11-000-213-270-00	HORIZO	PO-23-000024	Service	23-0230	21563	.00
Horizon Blue Cross Blue Shield of New Jersey	11-000-216-270-00	HORIZO	PO-23-000024	Service Inv: APRIL 2023	23-0230	21563	3,408.50
Horizon Blue Cross Blue Shield of New Jersey	11-000-217-270-00	HORIZO	PO-23-000024	Service	23-0230	21563	4,936.54
Horizon Blue Cross Blue Shield of New Jersey	11-000-218-270-00	HORIZO	PO-23-000024	Service	23-0230	21563	2,812.76
Horizon Blue Cross Blue Shield of New Jersey	11-000-219-270-00	HORIZO	PO-23-000024	Service	23-0230	21563	6,069.97
Horizon Blue Cross Blue Shield of New Jersey	11-000-261-270-00	HORIZO	PO-23-000024	Service	23-0230	21563	3,408.50
Horizon Blue Cross Blue Shield of New Jersey	11-000-262-270-00	HORIZO	PO-23-000024	Service	23-0230	21563	4,936.54
Horizon Blue Cross Blue Shield of New Jersey	11-000-291-270-00	HORIZO	PO-23-000024	Service	23-0230	21563	8,596.31
Horizon Blue Cross Blue Shield of New Jersey	11-110-100-270-00	HORIZO	PO-23-000024	Service	23-0230	21563	1,205.47
Horizon Blue Cross Blue Shield of New Jersey	11-120-100-270-00	HORIZO	PO-23-000024	Service	23-0230	21563	34,072.28
Horizon Blue Cross Blue Shield of New Jersey	11-130-100-270-00	HORIZO	PO-23-000024	Service	23-0230	21563	14,991.43
Horizon Blue Cross Blue Shield of New Jersey	11-240-100-270-00	HORIZO	PO-23-000024	Service	23-0230	21563	3,051.90

Bills and Claims

Bills and Claims

**Brauer Board of Education
Bills and Claims
Batch 23-0229 Supply Chain Assistance Transfer (3/21/2023)
, Batch 23-0230 April Board Meeting (4/1/2023)
, Batch 23-0255 (4/4/2023)
, Batch 23-0257 NSLP February 2023 (4/1/2023)**

Vendor Name	Account Number	Id	PO Number	Description	Batch	Check #	Amount to Pay
Kean University	11-000-221-800-00	51	PO-23-000581	Service Inv: LEC-168731	23-0230	21568	75.00
							75.00
Klarr Transport Service Inc.	11-402-100-500-00	KLA	PO-23-000561	Pruchase Service Inv: 2351	23-0230	21569	4,200.00
							4,200.00
M-OESC	11-000-270-517-00	1085	PO-23-000321	Service Inv: FEB	23-0230	21570	7,028.52
M-OESC	11-000-270-517-00	1085	PO-23-000321	Service Inv: MARCH	23-0230	21570	8,980.87
M-OESC	11-000-270-518-00	1085	PO-23-000321	Service Inv: FEB	23-0230	21570	2,977.98
M-OESC	11-000-270-518-00	1085	PO-23-000321	Service Inv: MARCH	23-0230	21570	3,805.21
							22,792.58
Mark Gannon Plumbing Heating and Cooling LLC.	11-000-261-420-00	MA	PO-23-000583	Service Inv: 00113481	23-0230	21571	710.58
Mark Gannon Plumbing Heating and Cooling LLC.	11-000-261-420-00	MA	PO-23-000584	Service Inv: 00113471	23-0230	21571	666.69
							1,377.27
Maschio Food Service	11-190-100-800-00	MASCHI	PO-23-000543	Supplies Inv: IN0087219	23-0230	21572	100.00
							100.00
Monmouth County Vocational School District	11-000-100-563-00	1296	PO-23-000278	Service Inv: MARCH	23-0230	21573	6,419.50
Monmouth County Vocational School District	11-000-100-564-00	1296	PO-23-000278	Service Inv: MARCH	23-0230	21573	1,872.60
							8,292.10
Monmouth University	11-000-223-580-00	38	PO-23-000491	Service Inv: 295	23-0230	21574	125.00
							125.00
Municipal Capital Finance	11-190-100-800-00-CP	MCF	PO-23-000034	Service Inv: 50041	23-0230	21575	1,462.76
							1,462.76
Murray's Uniforms	11-190-100-610-09-MU	1215	PO-23-000554	Supplies Inv: 23-0080	23-0230	21576	462.50

**TRAQUER PEACH BOARD OF EDUCATION
Bills and Claims**

Batch 23-0229 Supply Chain Assistance Transfer (3/21/2023)
, Batch 23-0230 April Board Meeting (4/1/2023)
, Batch 23-0255 (4/4/2023)
, Batch 23-0257 NSLP February 2023 (4/1/2023)

Vendor Name	Account Number	Id	PO Number	Description	Batch	Check #	Amount to Pay
Neptune Township Board of Education	11-000-100-561-00	1261	PO-23-000285	Tuition Inv: MARCH 2023	23-0230	21577	110,457.50
Neptune Township Board of Education	11-000-100-562-00	1261	PO-23-000285	Tuition Inv: MARCH 2023	23-0230	21577	27,562.61
Neptune Township Board of Education	11-000-270-513-00	1261	PO-23-000364	Service Inv: SEPT - APRIL	23-0230	21577	19,807.35
Neptune Township Board of Education	11-000-270-515-00	1261	PO-23-000364	Service Inv: SEPT - APRIL	23-0230	21577	9,693.13
Neptune Township Board of Education	11-000-270-515-00	1261	PO-23-000415	Service Inv: SEPT - APRIL	23-0230	21577	16,107.05
							183,627.64
New Jersey American Water	11-000-262-490-01	1206	PO-23-000182	Service Inv: MARCH 1018-210027663708	23-0230	21578	546.59
							546.59
New Jersey Natural Gas	11-000-262-621-00	NJNG	PO-23-000186	Service Inv: 02/10 - 03/14	23-0230	21579	4,496.73
							4,496.73
NJAHPERD	20-270-200-580-00	30	23-000451	Service Inv: CR202002486	23-0230	21580	275.00
							275.00
NJASA	11-000-230-890-00	55	PO-23-000570	Service Inv: 2022-2023 SY	23-0230	21581	2,108.00
							2,108.00
Ocean Academy	11-000-100-566-00	41	PO-23-000494	Service Inv: MARCH	23-0230	21582	7,675.79
							7,675.79
Optimum	11-000-230-530-00	OPT	PO-23-000032	Service Inv: 03/15 - 04/14	23-0230	21583	101.89
							101.89
Phoenix Advisors, LLC	11-000-230-339-00	PHOENI	PO-23-000019	Service Inv: 10507	23-0230	21584	1,350.00
							1,350.00
Pitney Bowes, Inc.	11-000-230-530-00	46	PO-23-000041	Service Inv: 3317290594	23-0230	21585	323.91

**Board of Education
Bills and Claims**

Batch 23-0229 Supply Chain Assistance Transfer (3/21/2023)
, Batch 23-0230 April Board Meeting (4/1/2023)
, Batch 23-0255 (4/4/2023)
, Batch 23-0257 NSLP February 2023 (4/1/2023)

Vendor Name	Account Number	Id	PO Number	Description	Batch	Check #	Amount to Pay
Purchase Power	11-000-251-600-00	PURCH A	PO-23-000495	Service Inv: 8000-9000-0651-6458	23-0230	21586	323.91 169.98
Red Bank Regional High School	11-000-100-561-00	1196	PO-23-000276	Service Inv: APRIL 2023	23-0230	21587	36,135.00
Red Bank Regional High School	11-000-270-513-00	1196	PO-23-000336	Service Inv: APRIL	23-0230	21587	4,319.41
							40,454.41
Riverside Assessments, LLC	11-000-219-600-00	37	PO-23-000450	Service Inv: 1544033	23-0230	21588	25.85
School Specialty	11-190-100-610-00	69	PO-23-000516	Service Inv: 208131989447	23-0230	21589	28.10
							28.10
Scoles System	11-000-262-610-00	1098	PO-23-000546	Supplies Inv: 450165	23-0230	21590	95.40
Scoles System	20-483-200-600-00	1098	PO-23-000549	Supplies Inv: 450166 & 450279	23-0230	21590	692.70
Scoles System	11-000-261-610-00	1098	PO-23-000550	Supplies Inv: 450167 & 450490	23-0230	21590	88.32
Scoles System	11-000-262-610-00	1098	PO-23-000550	Supplies Inv: 450167 & 450490	23-0230	21590	2,264.16
							3,140.58
Scrubber Doctor	20-483-200-600-00	SCRUBB	PO-23-000523	Supplies Inv: S19491	23-0230	21591	291.92
							291.92
SHI Inc.	20-281-100-600-00	SHI	PO-23-000513	Service	23-0230	21592	762.13
							762.13
Staff Development Workshops Inc.	20-488-200-320-00	STAFF	PO-23-000144	Service Inv: APRIL #13077	23-0230	21593	3,600.00
Staff Development Workshops Inc.	20-488-200-320-00	STAFF	PO-23-000144	Service Inv: MARCH # 13054	23-0230	21593	3,600.00
							7,200.00

Bills and Claims

Vendor Name	Account Number	Id	PO Number	Description	Batch	Check #	Amount to Pay
Stapleslink	11-000-218-600-00	STAPLE	PO-23-000522	Supplies Inv: 3532220219	23-0230	21594	89.99
Stapleslink	11-000-218-600-00	STAPLE	PO-23-000559	Supplies Inv: 3533506519	23-0230	21594	12.40
Stapleslink	11-000-211-600-00	STAPLE	PO-23-000564	Supplies Inv: 3534626128	23-0230	21594	301.41
							403.80
Superior Environmental Equipment Corp.	11-000-261-420-00	SUP	PO-23-000545	Service Inv: 320-030923	23-0230	21595	1,175.00
Superior Environmental Equipment Corp.	11-000-261-420-00	SUP	PO-23-000576	Service Inv: 320-031723	23-0230	21595	1,035.00
							2,210.00
Synergy Rehab LLC	11-000-216-320-00	SYN	PO-23-000202	Services Inv: MARCH	23-0230	21596	4,590.00
							4,590.00
Taylor Hardware	11-000-261-610-00	1370	PO-23-000547	Supplies	23-0230	21597	33.98
Taylor Hardware	11-000-261-610-00	1370	PO-23-000548	Supplies	23-0230	21597	10.28
Taylor Hardware	11-000-261-610-00	1370	PO-23-000598	Supplies	23-0230	21597	4.99
							49.25
The Coast Star	11-000-230-590-00	4278	PO-23-000542	Service Inv: 60553	23-0230	21552	176.22
							176.22
The College of New Jersey	11-000-221-800-00	THE	PO-23-000510	Service Inv: 2683	23-0230	21554	175.00
							175.00
Twin Rocks Water	11-000-230-890-00	TW	PO-23-000340	Service Inv: 6023789	23-0230	21598	78.64
Twin Rocks Water	11-000-251-890-00	TW	PO-23-000340	Service	23-0230	21598	78.64
							157.28
Union County Educational Services Commission	11-000-100-562-00	UNION	PO-23-000266	Service Inv: JAN	23-0230	21599	6,291.10
Union County Educational Services Commission	11-000-100-562-00	UNION	PO-23-000266	Service Inv: FEB	23-0230	21599	6,291.10
Union County Educational Services Commission	11-000-270-518-00	UNION	PO-23-000436	Transportation Inv: 2224640 MARCH	23-0230	21599	3,801.21
							16,383.41

Vendor Name	Account Number	Id	PO Number	Description	Batch	Check #	Amount to Pay
Verizon	11-000-230-530-01	VER	PO-23-000181	Service Inv: 9930858382	23-0230	21600	248.14
							248.14
Wida	11-240-100-610-00	WIDA	PO-23-000558	Service Inv: W-0083404	23-0230	21601	511.00
							511.00
Wind River Environmental,LLC.	11-000-261-420-00	WIND	PO-23-000183	Service Inv: 5784121	23-0230	21602	209.01
Wind River Environmental,LLC.	11-000-261-420-00	WIND	PO-23-000183	Service Inv: 5822632	23-0230	21602	233.38
							442.39
Winsor Learning	11-190-100-610-00	44	PO-23-000518	Service Inv: 19328	23-0230	21603	1,094.50
							1,094.50
Xtel Communications	11-190-100-800-00-CP	530	PO-23-000026	Service Inv: 230900295	23-0230	21604	1,792.85
							1,792.85

Batch 23-0229 Supply Chain Assistance Transfer (3/21/2023)
 , Batch 23-0230 April Board Meeting (4/1/2023)
 , Batch 23-0255 (4/4/2023)
 , Batch 23-0257 NSLP February 2023 (4/1/2023)

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


Fund	Program	Purchase Orders	Current	Prior Year	Total
10 General Fund		3	24,912.04		24,912.04
	Fund total:		24,912.04		24,912.04
11 General Current Expense	000 Undistributed Expenditures	83	353,027.79		353,027.79
11 General Current Expense	110 Regular Programs - Kindergarten	2	1,258.44		1,258.44
11 General Current Expense	120 Regular Programs - Grades 1-5	2	35,621.76		35,621.76
11 General Current Expense	130 Regular Programs - Grades 6-8	2	15,672.27		15,672.27
11 General Current Expense	190 Regular Programs - Undistributed	10	6,911.44		6,911.44
11 General Current Expense	240 Bilingual Education - Instruction	3	3,695.32		3,695.32
11 General Current Expense	402 School - Sponsored Athletics	2	4,519.98		4,519.98
	Fund total:		420,707.00		420,707.00
12 Capital Outlay	000 Undistributed Expenditures	1	2,166.20		2,166.20
	Fund total:		2,166.20		2,166.20
20 Special Revenue Fund	218 Preschool Education	2	8,535.19		8,535.19
20 Special Revenue Fund	250 IDEA Part B	1	550.00		550.00
20 Special Revenue Fund	270 ESSA Title IIA / IID	4	958.00		958.00
20 Special Revenue Fund	280 ESSA Title IV	1	225.00		225.00
20 Special Revenue Fund	281 ESSA Title IV	2	1,041.13		1,041.13
20 Special Revenue Fund	483 CRRSA Act-ESSER II Grant Program	5	3,040.24		3,040.24
20 Special Revenue Fund	488 ARP ESSER Subgrant (ALCES)	2	7,200.00		7,200.00
	Fund total:		21,549.56		21,549.56
	Grand totals:	125	469,334.80		469,334.80

Batch 23-0229 Supply Chain Assistance Transfer (3/21/2023)

, Batch 23-0230 April Board Meeting (4/1/2023)

, Batch 23-0255 (4/4/2023)

, Batch 23-0257 NSLP February 2023 (4/1/2023)


Business Administrator


4/25/23

Cafeteria Bill List				
04/25/23				
Vendor	Amount	Check #	Invoice	Purchase Order#
Maschio Food Service	14,520.54	1982	March 2023	23-00007A
Total Bill List	14,520.54			