

POLICY

READINGTON TOWNSHIP BOARD OF EDUCATION

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DISTRICT ORGANIZATION

1100 DISTRICT ORGANIZATION

The Board of Education directs the establishment and implementation of an organizational plan for the management and control of school district operations. The plan will require the identification and resolution of problems at appropriate organizational levels. All references to school district administrators in policies or regulations shall be construed to mean that administrator or his/her designee.

All members and employees of this Board are directed to observe faithfully the chain of communications established by the district organizational plan. In general, a problem should be identified and its resolution attempted at the level most immediate to the problem's origin. When a resolution cannot be found at that level, remedy may be sought through appropriate resolution and remediation procedures. Personnel are expected to refer matters requiring administrative action to the administrator to whom they are responsible. Personnel are expected to keep the person to whom they are immediately responsible informed of their activities by appropriate means.

The Board expressly disapproves of any attempt to expedite the resolution of a problem by disregard of the organizational plan and the appropriate processes. A staff member's persistent disregard for the established management organization of this district in violation of this policy will be considered an act of insubordination subject to discipline.

N.J.S.A. 18:11-1; 18A:27-4

Adopted: 24 January 2006

Revised: 19 August 2025



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MANAGEMENT TEAM

1120 MANAGEMENT TEAM

The Board of Education recognizes the value of a system of management organization that enhances communication among administrators and between the administration and the Board, encourages a shared responsibility for educational policy decisions, and provides for the equitable resolution of conflicts.

The Board directs the Superintendent to establish a management team that includes the Superintendent and those administrative, supervisory, and support staff members who are responsible for employee evaluation, the adjudication of grievances, supervision of employees, or recommendations regarding the employment of employees.

The Superintendent shall institute a management team system that will provide a means for:

1. Submitting recommendations to the Board on issues of educational policy;
2. Addressing the economic concerns and working conditions of management team members, including their job descriptions, evaluation, salaries, fringe benefits, promotions, assignments, and transfers;
3. The development of administrative procedures; and
4. The consideration of such additional and appropriate issues as may be identified by the Superintendent or the management team.

The Leadership Team is composed of:

Superintendent
Business Administrator
Director of Pupil Services
Principals
Assistant Principal
Supervisors
Technology Coordinator
Facilities Manager
Transportation Supervisor

N.J.S.A. 18A:11-1; 18A:27-4



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MANAGEMENT TEAM

Adopted: 24 January 2006
Revised: 19 August 2020



EDUCATIONAL EQUITY POLICIES/AFFIRMATIVE (M)

1140 EDUCATIONAL EQUITY POLICIES/AFFIRMATIVE (M)

The Board of Education shall adopt and implement written educational equity policies in accordance with the provisions of N.J.A.C.6A:7 – Managing for Equity in Education.

The Board's educational equity policies shall recognize and value the diversity of persons and groups within the community and promote the acceptance of persons of diverse backgrounds regardless of the protected categories listed at N.J.A.C. 6A:7-1.1(a) and pursuant to N.J.A.C. 6A:7-1.4(a)1. The educational equity policies will promote equitable educational opportunity and foster a learning environment that is free from all forms of prejudice, discrimination, and harassment based upon the protected categories listed at N.J.A.C. 6A:7-1.1(a) and pursuant to N.J.A.C. 6A:7-1.4(a)2.

The Board shall inform the school community of these policies in a manner including, but not limited to, the district's customary methods of information dissemination pursuant to N.J.A.C. 6A:7-1.4(b)

Pursuant to N.J.A.C. 6A:7-1.5, the Board annually shall designate a member of its staff as the Affirmative Action Officer and form an Affirmative Action Team to coordinate and implement the requirements of N.J.A.C. 6A:7 – Managing for Equity in Education. The Board shall ensure that all stakeholders know who the Affirmative Action Officer is and how to contact the Affirmative Action Officer.

The Affirmative Action Officer shall have a New Jersey standard certificate with an administrative, instructional, or educational services endorsement, pursuant to N.J.A.C. 6A:9B – State Board of Examiners and Certification. The Affirmative Action Officer shall: coordinate the required professional development training for all personnel pursuant to N.J.A.C. 6A:7-1.6; notify all students and employees of the district's grievance procedures for handling discrimination complaints; ensure the district's grievance procedures, including investigative responsibilities and reporting information, are followed; and serve as a member of the Affirmative Action Team. The Affirmative Action Officer may also serve as the school district's Title IX Coordinator.

In accordance with N.J.A.C. 6A:7-1.5(a)4., the Affirmative Action Team shall: include, to the extent possible, members who represent the diversity of the school district's student population; develop the Comprehensive Equity Plan (CEP) pursuant to N.J.A.C. 6A:7-1.4(c); oversee the implementation of the school district's CEP pursuant to N.J.A.C. 6A:7-1.4(c); collaborate on coordination of the required professional development training for all personnel pursuant to



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N.J.A.C. 6A:7-1.6; monitor the implementation of the CEP; and conduct the annual district internal monitoring to ensure continuing compliance with State and Federal statutes governing educational equity, pursuant to N.J.A.C. 6A:7-1.4(d).

In accordance with N.J.A.C. 6A:7-1.6, the Board shall provide, on a continuing basis, professional development training for all school personnel to identify and resolve problems associated with the student achievement and opportunity gaps and other inequities on the basis of the protected categories listed at N.J.A.C. 6A:7-1.1(a). The professional development training shall be differentiated based on staff position type and shall be based on the analysis of data conducted pursuant to N.J.A.C. 6A:7-1.4(c)1. The district shall ensure that parents and other community members are aware of professional development training provided to school district personnel regarding topics around equity. The district shall ensure all new personnel are provided within the first ninety days of employment with professional development training on educational equity issues.

The Commissioner or designee shall provide technical assistance to local school districts for the development of policy guidelines, procedures, and in-service training for Affirmative Action Officers so as to aid in the elimination of prejudice on the basis of the protected categories listed at N.J.A.C. 6A:7-1.1(a).

N.J.A.C. 6A:7-1.1; 6A:7-1.3; 6A:7-1.4; 6A:7-1.5; 6A:7-1.6

Adopted: April 30, 2024



POLICY

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BOARD-SUPERINTENDENT RELATIONS

1210 BOARD-SUPERINTENDENT RELATIONS

The Board of Education believes that it is the primary duty of the Board to establish policies and the primary duty of the Superintendent to implement and administer those policies.

The Superintendent, as Chief Administrative Officer of the school district, is the primary professional advisor to the Board. Policy should not be adopted or revised without consultation with the Superintendent.

The Superintendent is responsible for the development, supervision, and operation of the school program, ~~and school facilities, and district finances~~ and will be given latitude to implement and administer policies in accordance with such standards as may have been set forth in the policies. The Superintendent will fulfill his/her responsibility in part through the establishment and promulgation of administrative regulations.

In evaluating the effectiveness of Board policy in meeting the goals of the district, the Board will request the Superintendent to make appropriate inquiries, investigations, and reports.

Adopted: 24 January 2006

Revised: 16 August 2025



EMPLOYMENT OF CHIEF SCHOOL ADMINISTRATOR (M)

1220 EMPLOYMENT OF CHIEF SCHOOL ADMINISTRATOR (M)

M

The Board of Education vests the primary responsibility for the administration of this school district in a Superintendent of Schools and recognizes the appointment of a person to that office is one of the most important functions this Board can perform. The Superintendent shall have a seat on the Board of Education and the right to speak on matters at meetings of the Board (pursuant to N.J.S.A. 18A:17-20.a or N.J.S.A. 18A:17-20.b), but shall have no vote.

Recruitment Procedures

The Board shall actively seek the best qualified and most capable candidate for the position of Superintendent. The Board may use a consultant service to assist in the recruitment process. Recruitment procedures may include, but are not limited to, the following activities:

1. The preparation of a new or a review of an existing written job description;
2. Preparation of informative material describing the school district and its educational goals and objectives;
3. Where feasible, the opportunity for applicants to visit the district;
4. Establish an interview process that encourages the candidate and the Board members to have a meaningful discussion of the school district's needs and expectations. The Board members shall review and discuss the candidate's credentials, qualifications, educational philosophy, and other qualities and expertise he/she can offer to the district;
5. Solicitation of applications from a wide geographical area; and
6. Strict compliance with law and Policy 1530 on equal employment opportunity.

Qualifications

The candidate must possess or be eligible for a valid New Jersey administrative certificate endorsed for school administrator or a provisional school administrator's endorsement in accordance with N.J.A.C. 6A:9B-12.4 et seq. and must qualify for employment following a criminal history record check.



EMPLOYMENT OF CHIEF SCHOOL ADMINISTRATOR (M)

The candidate shall meet criteria established by the Board.

Employment Contract

A person appointed Superintendent must enter an employment contract with the Board. An employment contract for the Superintendent of Schools shall be reviewed and approved by the Executive County Superintendent in accordance with the provisions of N.J.A.C. 6A:23A-3.1 and Policy 1620. Any actions by the Executive County Superintendent undertaken pursuant to N.J.A.C. 6A:23A-3.1 may be appealed to the Commissioner pursuant to the procedures set forth in N.J.A.C. 6A:3.

The employment contract with the Superintendent must be approved with a recorded roll call majority vote of the full membership of the Board at a public Board meeting.

In the event there is a Superintendent vacancy at the expiration of the existing contract, only the Board seated at the time of the expiration of the current Superintendent's contract may appoint and approve an employment contract for the next Superintendent.

In the event there is a Superintendent vacancy prior to the expiration of the existing contract, the Board seated at the time the position becomes vacant may appoint and approve an employment contract for the next Superintendent.

The contract for the Superintendent who does not acquire tenure, but who holds tenure during the term of his/her employment contract will include: a term of not less than three nor more than five years and expiring July 1; a beginning and ending date; the salary to be paid and benefits to be received; a provision for termination of the contract by the Superintendent; an evaluation process pursuant to N.J.S.A. 18A:17-20.3; and other terms agreed to between the Board and the Superintendent.

During the term of the contract, the Superintendent shall not be dismissed or reduced in compensation except for inefficiency, incapacity, conduct unbecoming a Superintendent, or other just cause and only by the Commissioner of Education pursuant to the tenure hearing laws.

At the conclusion of the term of the initial contract or of any subsequent contract, in accordance with N.J.S.A. 18A:17-20.1, the Superintendent shall be deemed reappointed for another contracted term of the same duration as the previous contract unless either: the Board by contract reappoints the Superintendent for



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a different term which shall not be less than three nor more than five years, in which event reappointments thereafter shall be deemed for the new term unless a different term is again specified; or the Board notifies the Superintendent in writing the Superintendent will not be reappointed at the end of the current term, in which event his/her employment shall cease at the expiration of that term. In the event the Board notifies the Superintendent he/she will not be reappointed, the notification shall be given prior to the expiration of the first or any subsequent contract by a length of time equal to thirty days for each year in the term of the current contract.

Pursuant to N.J.S.A. 18A:20.2a, the Board shall submit to the Commissioner for prior approval an early termination of employment agreement that includes the payment of compensation as a condition of separation. In accordance with N.J.S.A. 18A:17-20.2a, compensation includes, but is not limited to, salary, allowances, bonuses and stipends, payments of accumulated sick or vacation leave, contributions toward the costs of health, dental, life, and other types of insurance, medical reimbursement plans, retirement plans, and any in-kind or other form of remuneration.

An early termination of an employment agreement shall be limited in its terms and conditions as outlined in N.J.A.C. 6A:23A-3.2. The Commissioner shall evaluate such agreements in accordance with the provisions of N.J.S.A.

18A:17-20.2a and N.J.A.C. 6A:23A-3.2 and has the authority to disapprove the agreement. The agreement shall be submitted to the Commissioner by the district by certified mail, return receipt requested. The determination shall be made within thirty days of the Commissioner's receipt of the agreement from the school district.

Disqualification

Any candidate's misstatement of fact material to qualifications for employment or the determination of salary will be considered by this Board to constitute grounds for dismissal.

Certificate Revocation

In accordance with N.J.A.C. 6A:23A-3.1(e)(12), in the event the Superintendent's certificate is revoked, the Superintendent's contract is null and void.

Evaluation



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EMPLOYMENT OF CHIEF SCHOOL ADMINISTRATOR (M)

The Superintendent shall be evaluated once annually in accordance with policy 1240 and applicable laws/regulations.

N.J.S.A. 18A:16-1; 18A:17-15; 18A:17-20; 18A:17-20.1; 18A:17-20.2; 18A:17-20.2a; 18A:17-20.3

N.J.A.C. 6A:9B-12.3; 6A:9B-12.4; 6A:23A-3.1; 6A:23A-3.2

Adopted: 24 January 2006

Revised: 26 May 2009

Revised: 20 October 2009

Revised: 13 September 2016

Revised: 19 August 2025



1230 SUPERINTENDENT'S DUTIES (M)

Function

The Superintendent shall serve as Chief Executive and Administrative Officer of the district by implementing policies established by the Board of Education and by discharging the duties imposed on his/her office by law.

Authority

The Superintendent shall be the Chief School Administrator of the school district and principle advisor to the Board. He/She may delegate to an appropriate school official any duty not reserved to the Superintendent by law, but may not delegate the responsibility for duties mandated by law.

Work Relationships

The Superintendent shall report directly to the Board and shall directly or indirectly supervise all persons employed by the Board.

Duties and Responsibilities

- A. In the discharge of his/her responsibility as principle advisor to the Board, the Superintendent shall:
 - 1. Ensure all aspects of district operation comply with Board policy, regulations, State law and district contracts;
 - 2. Report to the Board on the needs of the district;
 - 3. Advise the Board of any changes or additions that should be made to its policies;
 - 4. Provide the Board with such information as may be needed to ensure the making of informed decisions; and
 - 5. Perform such other duties as may be assigned by the Board, in accordance with published job description and regulations.
- B. In the discharge of his/her responsibility for the implementation of the operational action plan of the district, the Superintendent shall:



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SUPERINTENDENT'S DUTIES (M)

1. Prepare, promulgate, and maintain a manual of administrative regulations;
 2. Evaluate the future needs of the district and recommend a district action plan including goals, objectives, and priorities to the Board;
 3. Maintain written objectives to implement the district action plan adopted by the Board;
 4. Evaluate progress toward the attainment of the district action plan and report thereon to the Board; and
 5. Report to the Commissioner and the County Superintendent on or before August 1 of each year matters relating to the schools in the manner and form prescribed by the Commissioner.
- C. In the discharge of his/her responsibility as the administrator of the instructional program, the Superintendent shall:
1. Establish and maintain a written instructional plan for the schools of the district consistent with the educational goals adopted by the Board;
 2. Coordinate the proper implementation of the instructional plan as it applies to each school in the district;
 3. Evaluate at least annually the effectiveness of the program of studies and recommend such changes and additions as may be required to improve its effectiveness;
 4. Evaluate the performance of pupils in relation to other public school districts, as well as in relation to State and national standards;
 5. Report periodically to the Board, as directed by the Board, on the condition of the educational program and facilities in the district; and
 6. Keep informed regarding current research in the field of education and inform the Board as appropriate.



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- D. In the discharge of his/her responsibility for the direction and welfare of pupils, the Superintendent shall:
1. Strive to motivate pupils to achieve their individual best;
 2. Create a climate of respect for authority and discipline in each of the schools of the district;
 3. Report to the Board at its next meeting the suspension of a pupil; and
 4. Recommend any changes in the program of pupil management and support as necessary to respond to district needs.
- E. In the discharge of his/her responsibility for the supervision of district employees, the Superintendent shall:
1. Recommend to the Board all properly certified candidates for employment, assignment, or transfer;
 2. Assign staff so as to achieve maximum effectiveness in the attainment of educational goals;
 3. Train staff as necessary to implement approved changes in the curriculum or instructional methods of the district;
 4. Evaluate the effectiveness of staff members in the performance of their assigned tasks;
 5. Recommend changes in staffing patterns based on the evaluation of staff and program effectiveness; and
 6. Discipline staff as required and report to the Board forthwith any suspension of a teaching staff member.
- F. In the discharge of his/her responsibility for the maintenance of the physical plant, the Superintendent shall:
1. Strive to make efficient use of district resources in the daily operations of the schools;
 2. Assign support staff so as to achieve maximum effectiveness from the facilities of the district;



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3. Train support staff as necessary to maintain the facilities and to avoid safety and environmental hazards; and
 4. Evaluate the effectiveness of the district facilities in housing the instructional program and recommend to the Board such changes and improvements as may be required.
- G. In the discharge of his/her responsibility for the management of the district business affairs, the Superintendent shall:
1. Supervise the preparation of the annual budget and recommend its adoption to the Board;
 2. Implement the budget adopted by the Board;
 3. Establish sufficient fiscal controls to ensure that district funds are expended wisely and efficiently; and
 4. Report to the Board at its next meeting any expenditure in excess of a budgeted line item.
- H. In the discharge of his/her responsibility as liaison officer to the public, the Superintendent shall:
1. Strive to interpret the needs of the school to the public and the concerns of the public to the Board;
 2. As appropriate, involve members of the public in the review of district needs, community needs, and the operation of the school programs;
 3. Keep the public informed about the accomplishments and challenges of the school district;
 4. Cooperate with the news media; and
 5. Work effectively with municipal government officials and public agencies concerned with the welfare of pupils.



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SUPERINTENDENT'S DUTIES (M)

Evaluation Criteria

The Superintendent will be evaluated in accordance with Policy No. 1230, Policy No. 1240, job description, and approved contract.

N.J.S.A. 18A:7A-11; 18A:17-17; 18A:17-18; 18A:17-20; 18A:17-21;
18A:22-8.1; 18A:27-4.1; 18A:37-4
N.J.A.C. 6A:8-3.1; 6A:32-4.1; 6A:32-12.2

Cross reference: Policy Guide Nos. 0132, 1220, 1240

Adopted: 24 January 2006
Revised: 23 August 2011



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EVALUATION OF SUPERINTENDENT (M)

1240 EVALUATION OF SUPERINTENDENT (M)

M

The purpose of the annual evaluation is to promote professional excellence and improve the skills of the Superintendent, improve the quality of the education received by the students in the schools, and provide a basis for the review of the Superintendent's performance.

This Policy and Regulation 1240 shall be developed by the Board of Education after consultation with the Superintendent and shall include, but not be limited to:

1. Determination of roles and responsibilities for the implementation of the annual evaluation policy and procedures;
2. Development of a job description and evaluation criteria based upon the Board of Education's local goals, program objectives, policies, instructional priorities, State goals, statutory requirements, and the functions, duties, and responsibilities of the Superintendent;
3. Specification of data collection and reporting methods appropriate to the job description;
4. Provisions for the preparation of an individual professional growth and development plan based in part upon any need(s) identified in the evaluation. The plan shall be mutually developed by the Board of Education and the Superintendent; and
5. Preparation of an annual performance report by a majority of the full membership of the Board of Education and an annual summary conference between a majority of the total membership of the Board of Education and the Superintendent.

There shall be an annual summary conference between the Board of Education, with a majority of its total membership present, and the Superintendent which shall be held before the annual performance report is filed. The conference shall be held in executive session, unless the Superintendent requests that it be held in public. The conference shall include, but not be limited to, review of the following:

1. Performance of the Superintendent based upon the Board approved job description;



EVALUATION OF SUPERINTENDENT (M)

2. Progress of the Superintendent in achieving and/or implementing the school district's goals, program objectives, policies, instructional priorities, State goals, and statutory requirements; and
3. Indicators of student progress and growth toward program objectives.

The annual performance report shall be prepared by July 1 by a majority of the Board of Education's total membership and shall include, but not be limited to:

1. Performance area(s) of strength;
2. Performance area(s) needing improvement based upon the job description and evaluation criteria set forth in N.J.A.C. 6A:10-8.1(c)2;
3. Recommendations for professional growth and development;
4. A summary of indicators of student progress and growth, and a statement of how the indicators relate to the effectiveness of the overall program and the Superintendent's performance; and
5. Provision for performance data not included in the report to be entered into the record by the Superintendent within ten teaching staff member working days after the report's completion.

The evaluation procedure for the a non-tenured Superintendent shall be completed by July 1 each year.

Each newly appointed or elected Board of Education member shall complete a New Jersey School Boards Association training program on the evaluation of the Superintendent within six months of the commencement of his or her term of office pursuant to N.J.S.A. 18A:17-20.3.b.

The rules in N.J.A.C. 6A:10-1.1 et seq. shall not override any conflicting provision(s) of a collective bargaining agreement or other employment contracts entered into by a school district in effect on July 1, 2013. No collective bargaining agreement entered into after July 1, 2013 shall conflict with the educator evaluation system established pursuant to N.J.A.C. 6A:10-1.1 et seq. or



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any other specific statute or regulation, nor shall topics subject to collective bargaining involve matters of educational policy or managerial prerogatives.

The Board of Education shall add to the Superintendent's personnel file all annual performance reports and supporting data, including, but not limited to, indicators of student progress and growth. All information contained in the annual performance reports and all information collected, compiled, and/or maintained by employees of the Board of Education for the purposes of conducting the educator evaluation process pursuant to N.J.A.C. 6A:10-1.1 et seq. shall be confidential. Such information shall not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. Nothing contained in N.J.A.C. 6A:10-1.1 et seq. shall be construed to prohibit the New Jersey Department of Education from, at its discretion, collecting evaluation data pursuant to N.J.S.A. 18A:6-123.e or distributing aggregate statistics regarding evaluation data.

The Board President, or the Board President's designee, shall oversee the annual evaluation of the Superintendent. The Board of Education may hire a qualified consultant to assist or advise in the evaluation process; however, the evaluation itself shall be the responsibility of the Board of Education.

Policy and Regulation 1240 shall be distributed to the Superintendent upon adoption by the Board. Amendments to this Policy and Regulation shall be distributed within ten working days after adoption.

The provisions of this Policy, Regulation, and N.J.A.C. 6A:10-8.1 et seq. are the minimum requirements for the evaluation of a Superintendent.

N.J.S.A. 18A:17-20.3; 18A:6-117 through 18A:6-129

N.J.A.C. 6A:10-1.1 et seq.; 6A:10-8.1 et seq.

Adopted: 24 January 2006
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Revised: 25 March 2014
Revised: 15 March 2016
Revised: 25 July 2017
Revised: 19 August 2025



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ADMINISTRATOR'S CODE OF ETHICS

1540 ADMINISTRATOR'S CODE OF ETHICS

Definitions

“Administrator” means any employee of this school district who holds a position that:

1. Requires certification with the endorsement of school administrator, Principal, or School Business Administrator;
2. Does not require certification but is responsible for making recommendations regarding hiring or the purchase or acquisition of any property or services by the local school district; or
3. Requires certification with the endorsement of supervisor and is responsible for making recommendations regarding hiring or the purchase or acquisition of any property or services by the local school district.

“Business” means any corporation, partnership, firm, enterprise, franchise, association, trust, sole proprietorship, union, political organization, or other legal entity but does not include a school district or other public entity.

“Interest” means the ownership of or control of more than ten percent of the profits, assets, or stock of a business but does not include the control of assets in a labor union.

“Immediate family” means the person to whom the administrator is legally married and any dependent child of the administrator residing in the same household.

Code of Ethics

No administrator or member of his/her immediate family shall have an interest in a business organization or engage in any business, transaction, or professional activity that is in substantial conflict with the proper discharge of his/her duties in the public interest.

No administrator shall use or attempt to use his/her official position to secure unwarranted privileges, advantages, or employment for him/herself, a member of his/her immediate family, or any other person.

No administrator shall act in his/her official capacity in any matter where he/she, a member of his/her immediate family, or a business organization in which he/she has an



ADMINISTRATOR'S CODE OF ETHICS

interest, has a direct or indirect financial or personal involvement that might reasonably be expected to impair his/her independence of judgment in the exercise of official duties. No administrator shall act in his/her official capacity in any matter where he/she or a member of his/her immediate family has a personal involvement that is or creates some benefit to the administrator or a member of his/her immediate family.

No administrator shall undertake any employment or service, whether compensated or not, which might reasonably be expected to prejudice his/her independence of judgment in the exercise of official duties.

No administrator or member of his/her immediate family or business organization in which he/she has an interest shall solicit or accept any gift, favor, loan, political contribution, service, promise of future employment, or other thing of value based upon an understanding that the gift, favor, loan, contribution, service, promise, or other thing of value was given or offered for the purpose of influencing him/her, directly or indirectly, in the discharge of his/her official duties.

No administrator shall accept offers of meals, entertainment, or hospitality which are limited to the clients/customers of the individual providing such hospitality. Administrators may attend hospitality suites or receptions at conferences only when they are open to all attending the conference.

No administrator shall use, or allow to be used, his/her public office or any information not generally available to the members of the public which he/she receives or acquires in the course of and by reason of his/her office, for the purpose of securing financial gain for him/herself, any member of his/her immediate family, or any business organization with which he/she is associated.

No administrator or business organization in which he/she has an interest shall represent any person or party other than the Board of Education or this school district in connection with any cause, proceeding, application or other matter pending before this school district or in any proceeding involving this school district, except that this provision shall not be deemed to prohibit representation within the context of official labor union or similar representational responsibilities.

Nothing shall prohibit an administrator or members of his/her immediate family from representing him/herself or themselves in negotiations or proceedings concerning his/her or their own interests.

Each administrator shall annually, in accordance with N.J.S.A. 18A:12-25 and 18A:12-26, file a disclosure statement regarding potential conflicts of interest.



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ADMINISTRATOR'S CODE OF ETHICS

Preamble

All district employees including teachers, paraprofessionals, administrators, and support staff employed by the Readington Board of Education will recognize the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic citizenship. All educators will regard as essential to these goals the protection of the freedom to both learn, and to teach; and the guarantee of equal educational opportunity for all. The educator will accept personal responsibility to practice the profession according to the highest ethical standards.

All educators will recognize the magnitude of the responsibility they have accepted in choosing a career in education, and engage themselves, individually and collectively with other educators to judge their colleagues, and to be judged by them in accordance with the provisions of this code.

Principle I—Commitment to the Pupil and Parent(s) or Legal Guardian(s)

All educators should measure their success by the progress of all pupils toward realization of their potential as worthy and effective citizens. The educators, will therefore, work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. Educators will recognize the concerns of parent(s) or legal guardian(s) and will be sensitive to those concerns while working in the best interest of children.

In fulfilling their obligation to the pupils and parent(s) or legal guardian(s), Readington school district educators:

1. Shall treat all information regarding pupils conduct and performance as confidential and will share such information only with appropriate district personnel, parent(s) or legal guardian(s), and authorities as required by district policy and law;
2. Shall respect the confidence of each pupil; information given in confidence should be passed only to authorized persons or agencies that are attempting to aid the pupil unless disclosure is required by law;
3. Shall not deliberately suppress or distort information for which they bear personal responsibility;



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4. ~~Shall respect the basic responsibility of parent(s) or legal guardian(s) for their children, seek to establish friendly and cooperative relationships with the home, and shall be discreet with information received from parent(s) or legal guardian(s);~~
-
5. ~~Shall not use classrooms privileges and prestige to promote personal gain, self-interests, partisan politics, or religious views;~~
-
6. ~~Shall strive to help pupils develop sound moral, ethical, emotional, social and intellectual foundations;~~
-
7. ~~Shall strengthen the democratic activities of the school and show all pupils that American citizenship involves responsibilities as well as privileges;~~
-
8. ~~Shall demonstrate that their primary responsibility is to the pupil;~~
-
9. ~~Shall make reasonable effort to protect the pupil from conditions harmful to learning or to health and safety;~~
-
10. ~~Shall conduct professional business in such a way that they do not expose the pupil to unnecessary embarrassment or disparagement;~~
-
11. ~~Shall not on the grounds of race, color, creed, gender, or national origin exclude pupils from participation in, or deny them benefits under any program, nor grant any discriminatory consideration or advantage;~~
-
12. ~~Shall not tutor for remuneration pupils currently assigned to their classes.~~
-

Principle II—Commitment

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~~The Board recognizes that an integral part of its responsibility for the pupils entrusted to its care is the safeguarding of information about those pupils. The Board respects the privacy of the pupils of this district and their right to be immune from public disclosure.~~

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~~The activities, remarks and problems of pupils are not fit subjects for conversation outside of school or with anyone not directly related to the welfare of those pupils.~~

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Principle III—Commitment to the Public

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ADMINISTRATOR'S CODE OF ETHICS

~~Educators hold a position wherein the public trust is embodied. As a trustee of democratic ideals and of the American heritage, the educator should strive to strengthen appreciation for education and its potential service in the making of a strong country.~~

~~In fulfilling their obligation to the public, educators:~~

- ~~1. Shall not misrepresent an institution or organization with which they are affiliated, and shall take adequate precautions to distinguish between personal views and institutional and/or organization policy;~~
- ~~2. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions;~~
- ~~3. Shall strive to maintain a positive public image in the educational program of the Readington schools;~~
- ~~4. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities;~~
- ~~5. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities;~~
- ~~6. Shall accept no gratuities, gifts or favors, nor offer any favor, service, or thing of value to obtain special advantage.~~

~~Principle IV—Commitment to the Profession~~

~~Educators will maintain a constructive and cordial attitude toward associates. They will respect the authority attached to each associate's position and extend the recognition due a fellow professional. Each educator, therefore, shall exert every effort to raise professional standards, to improve personal service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education.~~

~~In fulfilling their obligations to the profession, educators:~~

- ~~1. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities;~~
- ~~2. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues;~~



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-
3. ~~Shall withhold, protect and safeguard information acquired about colleagues in the course of employment, unless disclosure serves legitimate professional purpose;~~
-
4. ~~Shall not misrepresent any professional qualification;~~
-
5. ~~Shall not knowingly distort evaluations of personnel;~~
-
6. ~~Shall endorse the principle that the profession must accept responsibility for the conduct of its members and understands that an educator's own individual conduct will be regarded as representative of the profession;~~
-
7. ~~Shall maintain an attitude and personal appearance which strengthens public respect for the teaching profession and for the Readington schools;~~
-
8. ~~Shall properly and efficiently use and protect all school properties, equipment and materials;~~
-
9. ~~Shall adhere to the conditions of a contract until the contract has been terminated by mutual consent or has otherwise been legally modified;~~
-
10. ~~Shall support district policy once it has been determined by the Board of Education;~~
-
11. ~~Shall conduct school affairs through defined channels of the school system;~~
-
12. ~~Shall be considerate and loyal in their relationships with fellow educators and take pride in their achievement;~~
-
13. ~~Shall regard public criticism of fellow educators as unprofessional;~~
-
14. ~~Shall report to the appropriate school authority any matters which involve the best interests of the school;~~
-
15. ~~Shall seek continued professional growth.~~
-

Principle V ~~Commitment to Professional Employment Practices~~



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The employment agreement is a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. All Readington school district employees should understand that sound professional relationships with governing Boards are built upon personal integrity, dignity, and mutual respect.

In fulfilling their professional obligations to education, all Readington school district employees:

1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional qualifications;
2. Shall not knowingly withhold information regarding a position from an applicant or misinterpret an assignment or conditions of employment;
3. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented, or substantially altered by unilateral action by the contracting parties;
4. Shall conduct professional business through legitimate channels;
5. Shall not delegate tasks of a certificated professional to unqualified personnel;
6. Shall use all work time for the purpose for which it is intended.

N.J.S.A. 18A:12-21 through 18A:12-34; 18A:12-22;
18A:12-23; 18A:12-24; 18A:12-25; 18A:12-26;
18A:12-27; 18A:12-28; 18A:12-29;
18A:12-30; 18A:12-31; 18A:12-32;
18A:12-33; 18A:12-34

School Ethics Policy Guideline 1

N.J.S.A. 18A:12-21 through 18A:12-34
School Ethics Policy Guideline 1

Adopted: 24 January 2006
Revised: 19 August 2025



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1643 Family Leave (M)

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

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

A. New Jersey Family Leave Act

1. Definitions Relative to New Jersey Family Leave Act

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

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

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

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



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

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

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

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

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

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

- a. A period of incapacity (that is, inability to work, attend school, or perform regular daily activities due to a serious health condition, treatment therefore, and recovery therefrom) of more than three consecutive days, and any



subsequent treatment or period of incapacity relating to the same condition, that also involves:

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

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

"State of emergency" means a natural or man-made disaster or emergency for which a state of emergency has been declared by



the President of the United States or the Governor, or for which a state of emergency has been declared by a municipal emergency management coordinator.

2. Reasons for NJFLA Leave

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

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



mandatory quarantine, requiring or imposing responsive or prophylactic measures as a result of illness caused by an epidemic of a communicable disease or known or suspected exposure to the communicable disease because the presence in the community of a family member in need of care by a staff member would jeopardize the health of others; or

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

3. Staff Member Eligibility

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



under NJFLA. fixed "leave year," to begin with the start of the school year on July 1.

- d. This Policy shall serve as notice to all staff members of the method chosen in A.3.c. above. This method shall be applied consistently and uniformly to all staff members.
 - (1) If the Board transitions to another method, the Board is required to give at least sixty days' notice to all staff members and the transition must take place in such a way that staff members retain their full benefit of twelve weeks of NJFLA leave under whichever method affords the greatest benefit to a staff member.
 - e. The Board shall grant NJFLA leave to more than one staff member from the same family (for example, a husband and a wife, or a brother and a sister) at the same time, provided such staff members are otherwise eligible for NJFLA leave.
 - f. The fact that a holiday may occur within the week taken by a staff member as NJFLA leave has no effect and the week is counted as a week of NJFLA leave.
 - (1) However, if a staff member is out on NJFLA leave and the staff member is not regularly scheduled to work for one or more weeks, the weeks the staff member is not regularly scheduled to work do not count against their NJFLA leave entitlement.
4. Types of NJFLA Leave
- a. Staff members are required to provide notice in writing for any NJFLA leave requested. In emergent circumstances, a staff member may provide the Board with oral notice when written notice is impracticable.



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



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



the intermittent NJFLA leave if an emergency or other unforeseen circumstance precludes prior notice;

- (c) The staff member makes a reasonable effort to schedule the intermittent NJFLA leave so as not to unduly disrupt the operations of the school district and, if possible, provide the school district, prior to the commencement of intermittent NJFLA leave, with a regular schedule of the days or days of the week on which the intermittent NJFLA leave will be taken; and
 - (d) The staff member provides the Board with a copy of the certification outlined in A.5.c. below.
- (3) In the case of NJFLA leave taken due to an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of the communicable disease, the NJFLA leave may only be taken intermittently if:
 - (a) The staff member provides the Board with prior notice of the intermittent NJFLA leave as soon as practicable;
 - (b) The staff member makes a reasonable effort to schedule the NJFLA leave so as not to unduly disrupt the operations of the school district and, if possible, provide the school district prior to the commencement of the intermittent NJFLA leave, with a regular schedule of the day or days of the week on which the intermittent NJFLA leave will be taken; and



- (c) A staff member provides the Board with a copy of the certification outlined in A.5.d. below.

- (4) Intermittent leave taken on a reduced leave schedule is NJFLA leave due to a single qualifying reason, that is scheduled for fewer than a staff member's usual number of hours worked per workweek, but not for fewer than a staff member's usual number of hours worked per workday and may only be taken to care for the serious health condition of a family member of a staff member when medically necessary, except that:
 - (a) A staff member shall not be entitled to intermittent NJFLA leave on a reduced leave schedule for a period exceeding twelve consecutive months for any one period of NJFLA leave;
 - (b) The staff member must provide the Board with prior notice of the intermittent NJFLA leave on a reduced leave schedule as soon as practicable;
 - (c) A staff member shall make a reasonable effort to schedule intermittent NJFLA leave on a reduced leave schedule so as not to disrupt unduly the operations of the school district. A staff member shall provide the school district with prior notice of the care, medical treatment, or continuing supervision by a health care provider necessary due to a serious health condition of a family member, in a manner which is reasonable and practicable; and



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

5. Certification



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



by certification provided by a health care provider. The certification shall be sufficient if it states:

- (1) The date, if known, on which the serious health condition commenced;
 - (2) The probable duration of the condition;
 - (3) The medical facts within the knowledge of the provider of the certification regarding the condition;
 - (4) The serious health condition warrants the participation of the staff member in providing health care to the family member, as provided in the "Family Leave Act," P.L. 1989, c.261 (C.34:11B-1 et seq.) and regulations adopted pursuant to the NJFLA;
 - (5) An estimate of the amount of time the staff member is needed for participation in the care of the family member;
 - (6) If the NJFLA leave is intermittent, a statement of the medical necessity for the intermittent NJFLA leave and the expected duration of the intermittent NJFLA leave; and
 - (7) If NJFLA leave is intermittent and for planned medical treatment, the dates of the treatment.
- d. In any case in which the Board has reason to doubt the validity of the certification provided pursuant to A.5.c. above, the Board may require, at its own expense, that a staff member obtain an opinion regarding the serious health condition from a second health care provider designated or approved, but not employed on a regular basis, by the Board. If the second opinion differs from the certification provided pursuant to A.5.c. above, the Board may require, at its own expense, that a staff member obtain the opinion



of a third health care provider designated or approved jointly by the Board and a staff member concerning the serious health condition. The opinion of the third health care provider shall be considered to be final and shall be binding on the Board and a staff member.

- e. Where the certification is for an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent the spread of the communicable disease, the certification shall be sufficient if it includes:
 - (1) For NJFLA leave taken to provide in-home care or treatment of a child due to the closure of the school or place of care of the child of a staff member, by order of a public official due to the epidemic or other public health emergency, the date on which the closure of the school or place of care of the child of a staff member commenced and the reason for such closure;
 - (2) For NJFLA leave taken due to a public health authority's issuance of a determination requiring or imposing responsive or prophylactic measures as a result of illness caused by an epidemic of a communicable disease or known or suspected exposure to the communicable disease because the presence in the community of a family member in need of care by a staff member would jeopardize the health of others, the date of issuance of the determination, and the probable duration of the determination; or
 - (3) For NJFLA leave taken because a health care provider or public health authority recommends that a family member in need of care by a staff member voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community of that family member in need of care by a staff member would jeopardize the health of others, the date of



the recommendation, the probable duration of the condition, and the medical or other facts within the health care provider or public health authority's knowledge regarding the condition.

- f. The Board shall not use the certification requirements as outlined in A.5. to intimidate, harass, or otherwise discourage a staff member from requesting or taking NJFLA leave or asserting any of a staff member's rights to NJFLA leave.

6. Denial or Exemption of NJFLA Leave

a. Denial of NJFLA Leave

- (1) The Board may deny NJFLA leave to a staff member if:

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

- (2) The provisions of A.6.a.(1) above shall not apply when, in the event of a state of emergency declared by the Governor of New Jersey or when indicated to be needed by the Commissioner of Health – New



Jersey Department of Health or other public health authority, the NJFLA leave is for an epidemic of a communicable disease, a known or suspected exposure to a communicable disease, or efforts to prevent spread of a communicable disease.

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

7. Reinstatement from NJFLA Leave

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

8. Notice to Staff Members



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



leaves of absence which most closely resemble NJFLA leave.

10. New Jersey Family Leave Insurance Program (NJFLI)

- a. Board of Education staff members are eligible to apply for benefits under the NJFLI Program administered by the State of New Jersey Department of Labor and Workforce Development.
- b. All applications for benefits under the NJFLI Program must be filed directly with the State of New Jersey Department of Labor and Workforce Development. The eligibility requirements, wage requirements, benefit duration and amounts, and benefit limitations shall be in accordance with the provisions of the NJFLI Program as administered by the State of New Jersey Department of Labor and Workforce Development. A formal appeal may be submitted to the State of New Jersey Department of Labor and Workforce Development if an employee or the Board disagrees with a determination on a claim.
- c. The NJFLI Program provides eligible individuals a monetary benefit and not a leave benefit. The school district administrative and related staff will comply with the State of New Jersey Department of Labor and Workforce Development requests for information in accordance with the provisions of N.J.A.C. 12:21-3.9.
- d. A printed notification of staff members' rights relative to the receipt of benefits under the NJFLI Program will be posted in each of the school district worksites and in a place or places accessible to all employees at the worksite.
- e. Each staff member shall receive a copy of this notification in writing at the time of the staff member's hiring, whenever the staff member provides written notice to the



Superintendent of their intention to apply for benefits under the NJFLI Program, or at any time upon the first request of the staff member.

- (1) The written notification may be transmitted to the staff member in electronic form.
- (2) Access to and/or distribution of this Policy shall serve as school district notice to staff members of their rights under the NJFLI Program.

B. Federal Family and Medical Leave Act

1. Definitions Relative to Federal Family and Medical Leave Act

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

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

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

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

“Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical facility or continuing



treatment by a health care provider. "Serious health condition" may include treatment of substance abuse pursuant to 29 CFR §825.119.

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

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

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

2. Qualifying Reasons for FMLA Leave

- a. A staff member may take FMLA leave to provide care made necessary:
 - (1) For the birth of a son or daughter of a staff member and in order to care for such son or daughter;
 - (2) For the placement of a son or daughter with a staff member for adoption or foster care;



- (3) In order to care for the spouse, son, daughter, or parent of a staff member if such spouse, son, daughter, or parent has a serious health condition;
 - (4) For a serious health condition that makes a staff member unable to perform the functions of the position of such staff member.
- b. FMLA leave taken in relation to military service shall be in accordance with 29 CFR §825.112.
- c. Entitlement to FMLA leave taken for the birth of a son or daughter or placement of a son or daughter with a staff member for adoption or foster care shall expire at the end of the twelve month period beginning on the date of such birth or placement.

3. Staff Member Eligibility

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



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- (3) The Board shall not provide pay for FMLA leave.
- c. The method to determine the twelve month period in which the twelve weeks of FMLA leave entitlement occurs will be a "rolling" twelve month period measured backward from the date a staff member uses any FMLA leave. ~~fixed "leave year," to begin with the start of the school year on July 1.~~
- d. Pursuant to 29 CFR §825.201, a husband and wife both employed by the Board are limited to a combined total of twelve weeks of FMLA leave during the twelve month period if the FMLA leave is taken for the birth of a son or daughter of a staff member or to care for such son or daughter after birth; for placement of a son or daughter with a staff member for adoption or foster care or in order to care for the son or daughter after placement; or to care for a staff member's parent with a serious health condition.

4. Types of FMLA leave

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



leave schedule is a change in a staff member's schedule for a period of time, normally from full-time to part-time.

- (1) Intermittent or reduced FMLA leave may be taken for the following qualifying reasons:
 - (a) For the serious health condition of the staff member or to care for a parent, son, or daughter with a serious health condition.
 - (i) For intermittent FMLA leave or FMLA leave on a reduced FMLA leave schedule taken for the reason outlined in B.4.b.(1)(a) above there must be a medical need for FMLA leave and it must be that such medical need can be best accommodated through an intermittent or reduced FMLA leave schedule.
 - (ii) The treatment regimen and other information described in the certification of a serious health condition and in the certification of a serious injury or illness, shall address the medical necessity of intermittent FMLA leave or FMLA leave on a reduced FMLA leave schedule.
 - (iii) Intermittent FMLA leave may be taken for a serious health condition of a parent, son, or daughter, for a staff member's own serious health condition, which requires treatment by a health care provider periodically, rather than for one continuous period of time, and may



include FMLA leave of periods from an hour or more to several weeks.

- (b) For planned and/or unanticipated medical treatment of a serious health condition when medically necessary.
 - (c) To provide care or psychological comfort to a covered family member with a serious health condition when medically necessary.
 - (d) For absences where a staff member or family member is incapacitated or unable to perform the essential functions of the position because of a chronic serious health condition even if he or she does not receive treatment by a health care provider.
 - (e) For FMLA leave taken after the birth of a healthy child or placement of a healthy child for adoption or foster care, only if the Board agrees.
 - (i) The Board's agreement is not required; however, for FMLA leave during which the mother has a serious health condition in connection with the birth of her child or if the newborn child has a serious health condition.
- (2) If a staff member needs FMLA leave intermittently or on a reduced FMLA leave schedule for planned medical treatment, then a staff member must make a reasonable effort to schedule the treatment so as not to disrupt unduly the Board's operations.
 - (3) When a staff member takes FMLA leave on an intermittent or reduced FMLA leave schedule basis, the Board must account for the FMLA leave using an increment no greater than the shortest period of



time that the Board uses to account for use of other forms of leave provided that it is not greater than one hour and provided further that a staff member's FMLA leave entitlement may not be reduced by more than the amount of FMLA leave actually taken.

- (a) If the Board accounts for use of leave in varying increments at different times of the day or shift, the Board may not account for FMLA leave in a larger increment than the shortest period used to account for other leave during the period in which the FMLA leave is taken.
- (b) If the Board accounts for other forms of leave use in increments greater than one hour, the Board must account for FMLA leave use in increments no greater than one hour.

5. Staff Member Notice Requirements

- a. A staff member eligible for FMLA leave must give at least a thirty day written advance notice to the Superintendent or designee if the need for the FMLA leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of a staff member or a family member.
 - (1) If thirty days is not practical, a staff member must provide notice "as soon as practicable" which means as soon as both possible and practical, taking into account all the facts and circumstances in the individual case.



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



subject to the approval of the health care provider.

- (6) Where a staff member does not comply with the Board's usual notice and procedural requirements, and no unusual circumstances justify the failure to comply, FMLA-protected leave may be delayed or denied.
 - b. When the approximate timing of the need for FMLA leave is not foreseeable, a staff member should give notice to the Superintendent or designee for FMLA leave as soon as practicable under the facts and circumstances of the particular case.
 - (1) It is expected a staff member will give notice to the Superintendent or designee within no more than one or two business days of learning of the need for FMLA leave, except in extraordinary circumstances where such notice is not foreseeable.
 - (2) A staff member should provide notice to the Board either in person, by telephone, telegraph, fax machine, email, or other electronic means.
6. Outside Employment During FMLA Leave
- a. A staff member during any period of FMLA leave is prohibited from performing any services on a full-time basis for any person for whom a staff member did not provide services immediately prior to commencement of the FMLA leave.
 - (1) A staff member using FMLA leave may commence part-time employment that shall not exceed half the regularly scheduled hours worked for the Board.



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

7. “Instructional Employees” Exceptions for FMLA Leave

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



a staff member's own serious health condition which is foreseeable based on planned medical treatment and would be on FMLA leave more than twenty percent of the total number of working days over the period the FMLA leave would extend, the Board may:

- (1) Require a staff member to take the FMLA leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
 - (2) Transfer a staff member temporarily to an available alternative position for which a staff member is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of FMLA leave than does a staff member's regular position.
- e. If the instructional staff member does not give the required notice for FMLA leave that is foreseeable and desires the FMLA leave to be taken intermittently or on a reduced FMLA leave schedule, the Board may require a staff member to take FMLA leave of a particular duration, or to transfer temporarily to an alternative position. Alternatively, the Board may require a staff member to delay taking the FMLA leave until the notice provision is met.
- f. If an instructional staff member begins FMLA leave more than five weeks before the end of the school year, the Board may require a staff member to continue taking FMLA leave until the end of the semester if:
- (1) The FMLA leave will last three weeks; and



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



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

8. FMLA Leave Related to Military Service

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



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

9. Verification

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



efforts or the Board provides more than fifteen calendar days to return the requested certification.

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



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



- e. If the Board has reason to doubt the validity of a medical certification, the Board may require a staff member to obtain a second opinion at the Board's expense.
 - (1) The Board may designate the health care provider to furnish the second opinion, but the selected health care provider may not be employed on a regular basis by the Board.
- f. If the opinions of a staff member's and the Board's designated health care providers differ, the Board may require a staff member to obtain certification from a third health care provider, again at the Board's expense. This third opinion shall be final and binding. The third health care provider must be designated or approved jointly by the Board and the staff member.

10. Reinstatement Following FMLA Leave

- a. On return from FMLA leave a staff member is entitled to be returned to the same position a staff member held when FMLA leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.
 - (1) A staff member is entitled to such reinstatement even if a staff member has been replaced or his or her position has been restructured to accommodate for a staff member's absence.
 - (2) The requirement that a staff member be restored to the same or equivalent job with the same or equivalent pay, benefits, and terms and conditions of employment does not extend to de minimis, intangible, or unmeasurable aspects of the job.



b. Denial of Reinstatement

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



Act, State leave law, or workers' compensation laws.

- (4) A staff member who fraudulently obtains FMLA leave from the Board is not protected by FMLA's job restoration or maintenance of health benefits provisions.

c. Intent to Return to Work

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

d. Fitness for Duty Certification

- (1) As a condition of restoring a staff member whose FMLA leave was a result of a staff member's own serious health condition that made a staff member unable to perform a staff member's job, the Board shall require all similarly-situated staff members (i.e., same occupation, same serious health condition) who take FMLA leave for such conditions to obtain and present certification from a staff member's health care provider that a staff member is able to resume work.
- (2) A staff member has the same obligations to participate and cooperate in the fitness-for-duty certification process as in the initial certification process.



11. The Board of Education Notice

a. Notice of Staff Member Rights Under FMLA

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



b. Eligibility Notice

- (1) When a staff member requests FMLA leave, or when the Board acquires knowledge that a staff member's FMLA leave may be for an FMLA-qualifying reason, the Board must notify the 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.
- (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



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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.

- D. Implementation of this policy shall be consistent with provisions in collective bargaining agreements in the Readington Township School District.

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.



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