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Attorney for New Jersey Division on Civil Rights

By: Farnq-Yi D. Foo
Deputy Attorney General
(973) 648-4802

M.G.,

Complainant,

v.

North Plainfield Board of Education,

Respondent.

DCR DKT NO. ET14HE-64996-H

CONSENT ORDER AND DECREE

THIS MATTER was commenced on November 20, 2014 when M.G. filed a verified complaint with the New Jersey Division on Civil Rights (the "Division") against North Plainfield Board of Education, initially pled as North Plainfield Public Schools, alleging violations of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 to -49;

WHEREAS North Plainfield Board of Education (the "District" or "Respondent") is a public school district in Somerset County, New Jersey, which employed Complainant M.G. ("M.G" or "Complainant") as a part-time paraprofessional for a maximum of 4.0 hours/day since November 2000; and

WHEREAS Complainant alleged that she suffered an adverse employment action because of her disability and/or in retaliation for taking time to treat her disability when in June 2014, while she was taking leave to treat her disability, the District accused her of abandoning her position, refused to pay her sick leave, and did not offer her employment for the following school year; and

WHEREAS the District at all times denied the allegations; and

WHEREAS the Division conducted an investigation of the allegations and issued on March 28, 2017, a finding of probable cause to credit the allegations; and

WHEREAS, the parties desire to conciliate and desire to settle the matter without the necessity of a public hearing;

NOW THEREFORE, it is on this 26 day of SEP, 2017 ORDERED AND AGREED as follows:

1. The parties consent to this Agreement for the purposes of settlement only and this Agreement does not constitute any admission of liability or wrongdoing, either express or implied, by the District or any other party.
2. The District acknowledges that all its employment decisions shall comply with the New Jersey Law Against Discrimination ("LAD"), N.J.S.A. 10:5-1 et seq., and that the District shall not implement any policy or procedure having the effect of discriminating against any individual on any of the categories set forth under the LAD.
3. The District also acknowledges that it does not and will not engage in any act prohibited by the LAD, including any retaliatory conduct against Complainant, against members of Complainants' immediate family, or against any participant in these proceedings, or allow any of its employees to engage in any such conduct.
4. The District also acknowledges that it complies and shall continue to comply with all posting and notice requirements for employers and owners of places of public accommodation pursuant to N.J.A.C. 13:8-1.2 and 13:8-1.4.

EQUITABLE RELIEF

5. By no later than September 30, 2017, the District shall review and revise, if necessary, its policy and procedures for an employee requesting an accommodation due to disability

and for processing such requests (referred herein as "the Policy") to be in accordance with the American with Disabilities Act (ADA), 42 U.S.C. Section 12101 et seq., and the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. Such review shall include, but not be limited to, the District reviewing its policies and procedures regarding engaging in the interactive process with its employees who request leaves of absences related to a medical condition or disability.

- a. Respondent represented to the Division that since June 2014 it has created a Human Resources Office to be the primary point of contact for leave requests, which streamlines the process for an employee to request leave, for the District to request any necessary paperwork to confirm leave requests, and manages any subsequent interaction between itself and its employees to ensure all parties operate in good faith during the interactive process.
 - b. Respondent has also represented that its current policy states that an employee requesting leave contacts the District's Human Resources Office. The District's Human Resources Office then requests any additional necessary information relating to the leave. A representative of the Human Resources Office then places the employees' request for leave on the District's agenda for the next subsequent meeting to be approved. This process along with any obligations and requirements for an employee shall be described in detail in this Policy.
 - c. Upon completion of its review and revisions, the District shall send the Division a copy of this Policy.
6. By no later than October 16, 2017, the District shall distribute to all its employees a statement instructing employees on how to request a leave of absence and affirming its commitment in engaging with the interactive process when handling leaves of absences related to a disability or

medical condition with a copy of the Policy. The District shall maintain a copy of this statement and the Policy in a readily accessible location in the main office for each of its schools. The District shall send a copy of this statement to the Division.

7. Where the District requires employees who are on leaves of absences to input such absences in a manner to provide appropriate coverage, such as in "blocks," whether through the Automated Educational Substitute Operator (AESOP) program or not, it shall provide instructions on how to perform such actions to its employees.

8. By no later than November 1, 2017, the District shall arrange for training on this Policy to all supervisors, managers, and employees who receive requests for absences related to a disability or medical condition. Such training shall also include: a) measures for identifying and detecting requests for accommodations relating to a disability which are not in writing or phrased as a "reasonable accommodation" and b) a discussion of best practices in engaging in the interactive process. All such training shall be completed by December 22, 2017. The District shall inform the Division of the date, time and location of the training session or sessions. Respondent will provide any materials used in these sessions, including but not limited to handouts and a copy of any PowerPoint slides. Upon completion of the training, the District shall send the Division a list of the employees who attended the training, their respective titles, and the dates they attended the training.

9. The District shall provide M.G. with a letter on District letterhead stating M.G.'s date of hire, length of service, date of separation and last held title or position. M.G. shall refer requests for future employment to the District's Office of the Director of Human Resources at (908) 769-6060 Ext. 6111. Except as otherwise provided by law, administrative offices of the District shall likewise refer requests for references for future employment of M.G. to the District's Office of the Director of Human Resources. The District's Director of Human Resources will provide

confirmation of M.G.'s employment, date of separation, and last held title or position. This letter shall be mailed to Carlos Bellido, Chief of Staff, Division on Civil Rights, 31 Clinton Street, 3rd Floor, P.O. Box 46001, Newark, New Jersey 07102, for delivery to M.G.

MONETARY RELIEF

10. Without admitting the allegations set forth in the Finding of Probable Cause dated March 28, 2017, the District shall pay the total sum of thirty-five thousand dollars (\$35,000) to M.G., in full settlement of all claims and damages arising from the allegations asserted in the Verified Complaint. The District shall pay this amount by check made payable to M.G. within forty-five (45) days after Board approval. The check shall be mailed to Carlos Bellido, Chief of Staff, Division on Civil Rights, 31 Clinton Street, 3rd Floor, P.O. Box 46001, Newark, New Jersey 07102, for delivery to Complainant.

RELEASE

11. It is acknowledged that Complainant and Respondent have entered into a separate Settlement Agreement as part of the resolution of this matter. The Division is not a party to that separate agreement and cannot be bound by any of its terms or conditions nor does it make any representation as to that separate agreement.

MISCELLANEOUS

12. This Consent Order and Decree shall have the same force and effect as a cease and desist order issued by the Director pursuant to N.J.S.A. 10:5-19 and shall operate as a complete and final disposition of the aforesaid verified complaint, subject only to the fulfillment of all the foregoing provisions.

13. Where a dispute arises regarding the District's compliance with paragraphs 5 to 9, the Division and District shall first attempt in good faith to resolve the dispute. The Division shall

provide the District with the specific details of the alleged noncompliance in writing and the District shall be afforded a fifteen (15) day period within which to cure any noncompliance.

14. Except as otherwise provided herein, any notices or other documents required to be sent shall be sent to the following addresses:

a. For the Division:

Fang-Yi D. Foo, Deputy Attorney General
State of New Jersey
Office of the Attorney General
Department of Law & Public Safety – Division of Law – Civil Rights Section
124 Halsey Street – 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

A copy of notices and documents shall also be emailed to
Fang-Yi.Foo@law.njoag.gov.

b. For the District:

North Plainfield Board of Education
Attn: Donald Sternberg, Business Administrator/Board Secretary
33 Mountain Avenue
North Plainfield, New Jersey 07060

15. This Consent Order is subject to ratification and approval by the District. The District's superintendent, director of human resources, and attorney agree to recommend it to the District for approval.

16. This Agreement shall be governed and interpreted in all respects in accordance with the laws of New Jersey.

17. Any signature for the entry of this Consent Order may be executed in counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same Consent Order.



CRAIG SASHIHARA, DIRECTOR
OF THE NEW JERSEY DIVISION
ON CIVIL RIGHTS



DATE

THE PARTIES CONSENT TO THE FORM, CONTENT AND ENTRY OF THIS CONSENT ORDER:

FOR COMPLAINANT:

By: Stanley Lopez
M.G.

8/22/17
Date

FOR RESPONDENT:

Respondent North Plainfield Board of Education

By: Deanna Miller-Caputo
Name:
Title:

9/22/17
Date