

NOT FOR PUBLICATION WITHOUT THE
APPROVAL OF THE APPELLATE DIVISION

SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-1979-21

STEPHANIE ANGUS,

Petitioner-Respondent,

v.

BOARD OF EDUCATION
OF THE BOROUGH OF
METUCHEN,
MIDDLESEX COUNTY,

Respondent-Appellant.

APPROVED FOR PUBLICATION

April 6, 2023

APPELLATE DIVISION

Argued March 8, 2023 – Decided April 6, 2023

Before Judges Vernoia, Firko and Natali.

On appeal from the New Jersey Commissioner of
Education, Docket No. 91-6/21.

David B. Rubin argued the cause for appellant.

Sheila Murugan argued the cause for respondent
Stephanie Angus (Zazzali, Fagella, Nowak,
Kleinbaum & Friedman, attorneys; Richard A.
Friedman, of counsel and on the brief; Sheila
Murugan, on the brief).

Matthew J. Platkin, Attorney General, attorney for
respondent Commissioner of Education (Colin Klika,
Deputy Attorney General, on the statement in lieu of
brief).

The opinion of the court was delivered by
VERNOIA, J.A.D.

In this appeal, we consider whether Title 18's paid sick leave statute, N.J.S.A. 18A:30-1, permits the use of paid sick leave where a Board of Education, following the advice of medical authorities, excludes a teacher from working at school due to their exposure to COVID-19 from a person outside their immediate household. Based on our analysis of N.J.S.A. 18A:30-1's plain language, we conclude a teacher is entitled to sick leave under such circumstances.

I.

Petitioner Stephanie Angus is a tenured teacher employed by respondent Board of Education of the Borough of Metuchen (Board). On April 4, 2021, Angus was exposed to COVID-19 by a nephew at a family function. She reported the exposure to the Board on April 6, 2021. Based on guidance received from the New Jersey Department of Health, the Board required Angus "quarantine" — meaning not to return to work — for eight workdays during the period from April 7, 2021 to April 19, 2021.

The Board required Angus utilize seven-and-one-half personal days and a one-half family illness day to receive pay for the eight days the Board prohibited her from returning to work. Angus filed a petition with the New

Jersey Commissioner of Education (the Commissioner) claiming she was entitled to sick pay for the eight days under N.J.S.A. 18A:30-1.

The Commissioner referred the matter to the Office of Administrative Law, where it was assigned to an Administrative Law Judge (ALJ). The Board subsequently moved for a summary decision on Angus's claim, arguing Angus is not entitled to sick leave under N.J.S.A. 18A:30-1 because she was not quarantined on account of her exposure to a contagious disease by a member of her immediate household. Angus cross-moved for a summary decision, asserting she is entitled to sick leave under N.J.S.A. 18A:30-1 because the Board excluded her from work on account of a contagious disease — COVID-19.

The ALJ denied the Board's motion and granted Angus's cross-motion. In a written decision, the ALJ determined N.J.S.A. 18A:30-1 plainly provides an employee is entitled to sick leave where the employee is excluded from school on account of a contagious disease. The ALJ found the undisputed facts established the Board excluded Angus from work at school for eight days on account of her exposure to COVID-19, a contagious disease. The ALJ therefore concluded Angus's "absence qualifies as sick leave under the express provisions of N.J.S.A. 18A:30-1."

The Board filed exceptions to the ALJ's decision with the Commissioner. In a final agency decision, the Commissioner rejected the Board's claim that to qualify for sick leave under N.J.S.A. 18A:30-1, an employee must either have personally contracted the contagious disease or been quarantined due to the contagious disease in the employee's household. The Commissioner adopted the ALJ's interpretation of N.J.S.A. 18A:30-1, finding Angus qualified for sick leave because she was "excluded from the school by [the Board's] medical authorities on account of a contagious disease." The Board appeals from the Commissioner's decision.

II.

The Board appeals from a final agency decision denying its motion for summary decision and granting Angus's motion for summary decision on her claimed entitlement to sick leave under N.J.S.A. 18A:30-1. The standard governing agency determinations for a summary decision under N.J.A.C. 1:1-12.5 is "substantially the same as that governing a motion under Rule 4:46-2 for summary judgment in civil litigation," and we review an agency order granting a summary decision de novo. L.A. v. Bd. of Educ. of City of Trenton, Mercer Cnty., 221 N.J. 192, 203 (2015) (quoting Contini v. Bd. of Educ. of Newark, 286 N.J. Super. 106, 121-22 (App. Div. 1995)). We therefore "must ascertain 'whether the competent evidential materials presented, when viewed

in the light most favorable to the non-moving party in consideration of the applicable evidentiary standard, are sufficient to permit a rational factfinder to resolve the alleged disputed issue in favor of the non-moving party." Id. at 204 (quoting Brill v. Guardian Life Ins. Co., 142 N.J. 520, 523 (1995)).

Here, the parties agree there are no genuine issues of material fact precluding summary decision. Instead, the validity of the Commissioner's final agency decision turns solely on the proper interpretation of N.J.S.A. 18A:30-1.

We generally "afford substantial deference to an agency's interpretation of a statute that the agency is charged with enforcing." Patel v. N.J. Motor Vehicle Comm'n, 200 N.J. 413, 420 (2009); see also Richardson v. Bd. of Trs., Police and Firemen's Ret. Sys., 192 N.J. 189, 196 (2007). "An appellate court, however, is 'in no way bound by the agency's interpretation of a statute or its determination of a strictly legal issue.'" Richardson, 192 N.J. at 196 (quoting In re Taylor, 158 N.J. 644, 658 (1999)). Where an agency decides an issue of law, its "decision do[es] not carry a presumption of validity and it is for this court to decide whether those decisions are in accord with the law." Parsippany-Troy Hills Educ. Ass'n v. Bd. of Educ. of Parsippany-Troy Hills Twp., 188 N.J. Super. 161, 165 (App. Div. 1983). Where, as here, we are

presented with an issue of statutory construction, our review is de novo. Kocanowski v. Twp. of Bridgewater, 237 N.J. 3, 9 (2019).

Our interpretation of N.J.S.A. 18A:30-1 is guided by well-settled principles of statutory construction. The objective of any interpretation of a statute "'is to effectuate legislative intent' and '[t]he best source of direction on legislative intent is the very language used by the Legislature.'" Bozzi v. City of Jersey City, 248 N.J. 274, 283 (2021) (quoting Gilleran v. Twp. of Bloomfield, 227 N.J. 159, 171-72 (2016)); see also DiProspero v. Penn, 183 N.J. 477, 492 (2005) ("The Legislature's intent is the paramount goal when interpreting a statute and, generally, the best indicator of that intent is the statutory language."). Courts must "strive[] for an interpretation that gives effect to all the statutory provisions and does not render any language inoperative, superfluous, void[,], or insignificant." In re DiGuglielmo, 252 N.J. 350, 360-61 (2022) (second alteration in original) (quoting Sanchez v. Fitness Factory Edgewater, LLC, 242 N.J. 252, 261 (2020)).

In our interpretation of a statute, we are required to "read and construe[]" the words and phrases in "their context," and, "unless inconsistent with the manifest intent of the [L]egislature or . . . [a] different meaning is expressly indicated," we must give the words and phrases "their generally accepted meaning, according to the approved usage of the language." N.J.S.A. 1:1-1.

We may not read words and phrases "in isolation[,]" but instead must "read them in context, along 'with related provisions[,] . . . to give sense to the legislation as a whole.'" State v. A.M., 252 N.J. 432, 451 (2023) (quoting DiProspero, 183 N.J. at 492).

"In most situations, if the law is clear," a reviewing court's analysis of a statute "is complete." Rivera v. Union Cnty. Prosecutor's Off., 250 N.J. 124, 141 (2022). "If the plain language" of a statute "leads to a clear and unambiguous result, then the interpretative process should end, without resort to extrinsic sources." State v. D.A., 191 N.J. 158, 164 (2007). Stated differently, "[w]hen the text of a statute is clear, the court's job is over." A.M., 252 N.J. at 451.

We apply these principles to our interpretation of the statute, N.J.S.A. 18A:30-1, which governs Angus's claimed entitlement to sick leave. The statute provides:

Sick leave is hereby defined to mean the absence from his or her post of duty, of any person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.

[N.J.S.A. 18A:30-1.]

Tracking in part the language in the statute, the ALJ found, and the Commissioner agreed, N.J.S.A. 18A:30-1 qualifies an employee for sick leave under the following three separately defined circumstances: where (1) "the employee is absent from work because of the employee's personal disability due to illness or injury"; (2) "the employee is excluded from school by the school district's medical authorities on account of a contagious disease"; or (3) "the employee is quarantined for such a disease in his or her immediate household."

Angus argues we should affirm the Commissioner's interpretation of N.J.S.A. 18A:30-1, claiming "the statute contains three separate clauses" separated by the conjunction "or," indicating "each clause stands as an alternative" "circumstance under which sick leave may be granted." Angus further contends the Commissioner correctly determined she is qualified for sick leave under the second of the three putative clauses in the statute because it is undisputed the Board excluded her from school "on account of a contagious disease," COVID-19.

The Board urges a different interpretation of N.J.S.A. 18A:30-1. The Board contends Angus did not qualify for sick leave under the provision allowing sick leave where an employee is excluded from school on account of a contagious disease because Angus did not personally have COVID-19.

The Board also claims the Commissioner's interpretation of the statute is inconsistent with, and does not give proper effect to, the provision's plain language. More particularly, the Board argues the Commissioner based the final agency decision on an erroneous application of the phrase, "on account of a contagious disease." The Board reasons the phrase "on account of a contagious disease" is modified by the phrase, "or of being quarantined for such a disease in his or her immediate household," that follows it.

According to the Board's logic, the more-specific "quarantine" phrase must be applied to modify the more-general "on account of a contagious disease" phrase, and, by doing so, N.J.S.A. 18A:30-1 allows sick leave where either the employee is barred from school due to a contagious disease from which they are actually suffering or a quarantine resulting from a "disease contracted by those in the employee's 'immediate household.'" The Board contends that since Angus neither suffered from a contagious disease herself nor was quarantined due to a contagious disease suffered by someone in her immediate household, she did not qualify for sick leave under N.J.S.A. 18A:30-1.

Prior to addressing the parties' arguments, we note our disagreement with the ALJ's and Commissioner's stated interpretation of N.J.S.A. 18A:30-1. As we have explained, the ALJ and the Commissioner interpret the statute to

provide three separate and distinct circumstances pursuant to which an employee is entitled to sick leave. Those circumstances include where (1) "the employee is absent from work because of the employee's personal disability due to illness or injury"; (2) "the employee is excluded from school by the school district's medical authorities on account of a contagious disease"; or (3) "the employee is quarantined for such a disease in his or her immediate household." In our view, the plain language of the statute requires a more precise delineation of the circumstances which qualify an employee for sick leave under N.J.S.A. 18A:30-1.

The structure and plain language of N.J.S.A. 18A:30-1 provide two separate phrases defining the qualifications for sick leave for employees who are "absent" from their "post of duty." The first phrase provides employees are qualified for sick leave where their absence is "because of personal disability due to illness or injury." The term "personal" is not defined in Title 18A, but its generally accepted meaning is "personal" as "[o]f or affecting a person," as in a "personal injury." Personal, Black's Law Dictionary (11th ed. 2019): see also Personal, Merriam-Webster, <https://www.merriam-webster.com/dictionary/personal> (last visited Mar. 24, 2023) (defining "personal" as "of, relating to, or affecting a particular person"); see also

N.J.S.A. 1:1-1 (requiring application of the generally accepted meanings of the words used in New Jersey statutes).

N.J.S.A. 18A:30-1's first phrase therefore qualifies an employee for sick leave where the employee's absence from their post of duty is due to a "disability due to [an] illness or injury" from which the employee personally suffers. The phrase has no application here. Angus does not claim her absence from work in April 2021 was due to a "personal disability due to illness" — she did not claim she had COVID-19 — and the Commissioner did not find Angus entitled to sick leave on that basis.

The first phrase defining the "personal disability" qualification for sick leave under N.J.S.A. 18A:30-1 is separated from the second phrase by a comma and the word "or." For that reason, the qualifications for sick leave set forth in the first phrase are separate and distinct from the qualifications set forth in the second phrase that follows. See In re Est. of Fisher, 443 N.J. Super. 180, 192 (App. Div. 2015) (alteration in original) (quoting State v. Smith, 262 N.J. 487, 506 (App. Div. 1993)) ("When[, as here,] items in a list are joined by a comma or semicolon, with an 'or' preceding the last term, the items are disjunctive."); see also Commerce Bancorp, Inc. v. InterArch, Inc., 417 N.J. Super. 329, 336 (App. Div. 2010) (quoting Moore v. Magor Car Corp., 27 N.J. 82, 87 (1958)) ("Punctuation is part of an act and may be

considered in its interpretation."). The second phrase defines "[s]ick leave" as an "absence from" an employee's "post of duty . . . because [the employee] has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in [the employee's] immediate household." N.J.S.A. 18A:30-1 (emphasis added).

N.J.S.A. 18A:30-1's second phrase defining the qualifications for sick leave incorporates two separate circumstances qualifying an employee for sick leave, but the two circumstances share a common triggering event — exclusion from school by the school district's medical authorities. That is, under the second phrase, an employee qualifies for sick leave if they are excluded from school by the school district's medical authorities on account of "a contagious disease," or on account "of being quarantined for such a disease in [the employee's] immediate household." Ibid. Interpreting the second phrase in any other manner would ignore that the phrase "of being quarantined for such a disease in [the employee's] immediate household" is preceded by the disjunctive term "or," and the phrase otherwise lacks logical context unless it is interpreted as one of two alternative bases for sick leave for an employee who is "excluded from school by the school district's medical authorities." See State v. Kress, 105 N.J. Super. 514, 520 (Law Div. 1969) (explaining use of the word "or" in a statute indicates "alternative[s]").

For those reasons, we disagree with the ALJ's conclusion, which the Commissioner adopted, that N.J.S.A. 18A:30-1 in part provides an employee qualifies for sick leave where "the employee is quarantined for such a disease in [the employee's] immediate household." More precisely, N.J.S.A. 18A:30-1 in part defines sick leave to include an employee who is absent from their post of duty because the employee "has been excluded from school by the school district's medical authorities on account . . . of being quarantined for [a contagious disease] in [the employee's] immediate household." We agree, however, with the Commissioner's determination that under N.J.S.A. 18A:30-1's plain language, sick leave also includes an employee's absence because of "a personal disability due" to the employee's "illness or injury," and, separately, an employee's absence because the employee "has been excluded from school by the school district's medical authorities on account of a contagious disease."

The Board argues N.J.S.A. 18A:30-1 permits the use of paid sick leave where an employee has been excluded from school by the school district's medical authorities "on account of a contagious disease" only where the employee personally has the disease. We reject the argument because it is undermined by the statute's plain language, which renders an employee qualified for sick leave where the employee is excluded from school, as Angus

was here, "on account of a contagious disease." That is precisely what occurred here. The Board excluded Angus from school for eight workdays "on account of" a contagious disease. See Bank of Am. Nat. Tr. & Sav. Ass'n v. 203 N. LaSalle St. P'ship, 526 U.S. 434, 450 (1999) (The "common understanding of 'on account of' [is] to mean 'because of.'"); see also N.J. State Policemen's Benevolent Ass'n v. Murphy, 470 N.J. Super. 568, 590 (App. Div. 2022) (quoting Biden v. Missouri, ___ U.S. ___, ___ (2022)) (explaining "COVID-19 is a highly contagious . . . disease").

Contrary to the Board's suggested interpretation, N.J.S.A. 18A:30-1 does not provide that a qualifying exclusion from school must be on account of a contagious disease suffered by the employee, and it is not our role to "engraft requirements [on a statute] that the Legislature did not include. It is our role to enforce the legislative intent as expressed through the words used by the Legislature." Lippman v. Ethicon, Inc., 222 N.J. 362, 388 (2015).

Moreover, the statute otherwise makes express provision for sick leave where an employee is absent from work "because of a personal disability due to illness or injury." N.J.S.A. 18A:30-1. Stated differently, under the statute's plain language an employee who is absent from work due to a personal disability due to an illness, such as COVID-19, is entitled to sick leave

regardless of whether they are excluded from work by the school district "on account of a contagious disease."

To accept the Board's interpretation of the "on account of a contagious disease" language in the statute would be to render it superfluous because the statute otherwise authorizes sick leave for an individual who is absent from work due to an illness caused by a contagious disease such as COVID-19. We will not read a statutory provision in such a manner as to render any part of it superfluous, Jersey Cent. Power & Light Co. v. Melcar Util. Co., 212 N.J. 576, 587 (2013), and, for that reason we reject the Board's claim that to qualify for sick leave "on account of a contagious disease" also requires that the employee actually suffer from the contagious disease themselves.

The Board attempts to support its claim the "on account of a contagious disease" language in N.J.S.A. 18A:30-1 requires an employee personally have the contagious disease based on its assertion the Commissioner's interpretation of the statute is inconsistent with, and does not give proper effect to, the provision's plain language. More particularly, the Board argues the Commissioner based the final agency decision on an erroneous application of the phrase "on account of a contagious disease." The Board argues that what it characterizes as the general phrase, "on account of a contagious disease," is modified by what it describes as the more specific phrase, "or of being

quarantined for such a disease in his or her immediate household," that follows it.

According to the Board's logic, when the more specific "quarantine" phrase is properly applied to modify the more general "on account of a contagious disease" phrase, N.J.S.A. 18A:30-1 allows sick leave only where either the employee is barred from school due to a contagious disease from which they are personally suffering or from a quarantine resulting from a "disease contracted by those in the employee's 'immediate household.'" The Board therefore contends that since Angus neither personally suffered from a contagious disease nor was quarantined due to a contagious disease suffered by someone in her immediate household, she is not qualified for sick leave under N.J.S.A. 18A:30-1.

We are not persuaded by the Board's conclusory attempt to contort the plain language of N.J.S.A. 18A:30-1 into something it is not. The Board's argument ignores the statute's plain language. As we have explained, there is no support in the statute for the Board's claim an employee excluded from school, like Angus here, on account of COVID-19 qualifies for sick leave only if they personally suffer from the disease. And, for that reason alone, we affirm the Commissioner's decision; the undisputed facts establish the Board excluded Angus from school based on the advice of its medical authorities "on

account of" — because of — a contagious disease, COVID-19. Under N.J.S.A. 18A:30-1's plain and unambiguous language, Angus qualified for sick leave on that basis.

Additionally, and despite the Board's conclusory claims to the contrary, we discern no basis in the statutory language permitting a determination that the phrase on account "of being quarantined for such a disease in [the employee's] immediate household" modifies the phrase "on account of a contagious disease" such that the former requires that to qualify for sick leave under the latter, an employee must personally suffer from the contagious disease. There is simply nothing in the statute supporting the Board's argument and, for the reasons we have explained, the statute's plain language compels the conclusion an employee need not personally suffer from a contagious disease to qualify for sick leave where the employee, like Angus here, is otherwise excluded from school on account of COVID-19.

We appreciate that in some of the correspondence surrounding the exclusion of Angus from the school in April 2021, the Board couched the exclusion by referring to a quarantine. But the undisputed facts establish the Board did not quarantine Angus, and we are unaware of any authority vested in the Board permitting it to require that Angus quarantine. There is also no evidence Angus was otherwise quarantined by any other entity or agency, or

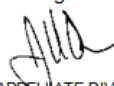
under any other authority, or that Angus was "excluded from school by the school district's medical authorities on account . . . of being quarantined for [a contagious disease] in [Angus's] immediate household." N.J.S.A. 18A:30-1. As such, application of the separate qualification for sick leave — where an employee is excluded from school on account of being quarantined for a contagious disease — is inapposite here.

Thus, despite the reference to a quarantine in some of the Board's correspondence, the undisputed facts establish the Board actually excluded Angus from the school in which she served as a teacher from April 7, 2021 to April 19, 2021, and did so on account of COVID-19 based on advice from the Department of Health. Because the Board excluded Angus from the school because of a contagious disease, the Commissioner correctly determined Angus qualified for sick leave under N.J.S.A. 18A:30-1's plain language.

To the extent we have not expressly addressed any of the Board's remaining arguments, we have determined they are without sufficient merit to warrant discussion in a written opinion. R. 2:11-3(e)(1)(E).

Affirmed.

I hereby certify that the foregoing
is a true copy of the original on
file in my office.


CLERK OF THE APPELLATE DIVISION