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3111 – Creating Positions

The Board of Education recognizes its authority to create and fill teaching staff member positions to implement a thorough and efficient system of free public schools.

The Board will, upon the Superintendent’s recommendation, create new positions as required, and approve job titles and descriptions. The job description will outline the background experiences and personal qualities, if any, to be required of candidates or preferred among applicants for a particular position.

The Superintendent will recommend to the Board such new positions or additions to existing employment categories as may be required by the specific instructional needs of students of the district and each school within the district.

In accordance with the provisions of N.J.A.C. 6A:9B-5.5, titles assigned to teaching staff members will be recognized by the New Jersey Department of Education. The Department of Education will maintain and make available a list of approved job titles with corresponding authorized certificates. In the event the Board desires to use an unrecognized title, or if a previously established unrecognized title exists, the Board, prior to appointing a candidate, will submit to the Executive County Superintendent a written request, including a detailed job description, for permission to use the proposed title. The Executive County Superintendent will exercise discretion regarding approval of the request and will determine the appropriate certification and title for the position. The Executive County Superintendent will review annually all previously approved unrecognized position titles and will determine whether the titles will be continued for the next school year. Decisions rendered by the Executive County Superintendent regarding titles and certificates for unrecognized positions will be binding upon future seniority determinations on a case-by-case basis.

Legal References

N.J.A.C. 6A:9B-5.1; 6A:9B-5.5
P.L. 1995 Chapter 125

Adopted: August 18, 2009
Revised: August 9, 2016
3112 – Abolishing Positions

The Board of Education will provide the professional staff necessary for the economical and efficient implementation of the educational program of the district. The Board reserves the right to abolish positions and reduce district staff commensurately whenever reasons of economy, reorganization of the school district, reduction in the number of pupils, or other good cause so warrant. The Superintendent shall continually review the efficiency and effectiveness of the district organization and recommend to the Board the abolishment of positions and the reallocation of duties and positions.

Legal References


Adopted: August 18, 2009
3124 – Employment Contract

The Board of Education requires that every non-tenured teaching staff member employed by this district annually sign an employment contract for a term of not more than one year.

The employment contract will include the specific title of the position to which the teaching staff member is appointed; the term for which employment is contracted, including beginning and ending dates; a full description of the certification held by the teaching staff member and the date, if any, on which certification will expire, if applicable; the salary at which the teaching staff member will be employed; and the intervals at which the salary will be paid.

In the event that the salary entered on the written contract differs from that approved by the Board in a resolution duly adopted, the salary approved by the Board will be the salary paid.

The employment contract will also include a provision for termination of the contract by either the teaching staff member or the Board of Education unless the teaching staff member is represented by a collective bargaining agreement and the agreement has termination provisions.

Legal References

N.J.A.C. 6A:9B-5.1; 6A:9B-5.2

Adopted: August 18, 2009
Revised: August 9, 2016
The Board of Education believes it is vital to the successful operation of the school district that teaching staff member positions be filled with highly qualified and competent professionals.

In accordance with the provisions of N.J.S.A. 18A:27-4.1, the Board will appoint, transfer, remove, or renew a certificated or non-certificated officer or employee only upon the recommendation of the Superintendent and by a recorded roll call majority vote of the full membership of the Board. The Board will not withhold its approval for arbitrary and capricious reasons. The Board will approve the employment, fix the compensation, and establish the term of employment for every teaching staff member employed by this district.

No teaching staff member will be employed unless he/she is a holder of a valid certificate in accordance with the New Jersey Department of Education and applicable statutes and administrative codes. The Superintendent will require proof of any candidate’s certification or pending application for certification.

The Board will employ substitutes for absent teachers to ensure continuity in the instructional program and will annually approve a list of substitutes and rate of pay. The Superintendent (or designee) will select substitutes from the list approved by the Board to serve in the place of an absent teaching staff member.

In accordance with the provisions of N.J.S.A. 18A:16-1.1, the Board of Education will provide written notice to a teaching staff member, other than a per diem substitute, of his/her designation as a replacement when the teaching staff member has been designated or appointed by the Board to act in place of any officer or employee during an absence, disability, or disqualification of any such officer or employee subject to the provisions of N.J.S.A. 18A:17-13. Per diem substitutes will also be informed in their notice of approval that their employment is as a replacement staff member.

The Board may use a private contractor to secure a substitute teacher in accordance with N.J.A.C. 6A:9B-7.1(f) et seq.

The Board will approve the employment, fix the compensation, and set the term of employment for each person employed in a summer school program. The Board will employ only those candidates recommended by the Superintendent. Service as a summer school teacher will not count toward the accrual of tenure or seniority.

The Board of Education will not employ for pay or contract for the paid services of any teaching staff member or any other person serving in a position which involves regular contact with students unless the Board has first determined, consistent with the requirements and standards of N.J.S.A. 18A:6-7.1 et seq., that no criminal history record information exists on file in the Federal Bureau of Investigation, Identification Division, or the State Bureau of Identification which would disqualify the individual from being employed or utilized in such capacity or position.

An individual employed by the Board in any substitute capacity or position will be required to undergo a criminal history record check in accordance with the provisions of N.J.S.A. 18A:6-7.1b.
An individual, except as provided in N.J.S.A. 18A:6-7.1g, will be permanently disqualified from employment or service in the school district if the criminal history record check reveals a record of conviction for any crime or offense as defined in N.J.S.A. 18A:6-7.1 et seq.

The Board or contracted service provider may employ an applicant on an emergent basis for a period not to exceed three months, pending completion of a criminal history record check if the Board or contracted service provider demonstrates to the Commissioner of Education that special circumstances exist which justify the emergent employment as prescribed in N.J.S.A. 18A:6-7.1c. In the event the criminal history record check is not completed for an emergent hired employee within three months, the Board or contracted service provider may petition the Commissioner for an extension of time, not to exceed two months, in order to retain the employee.

No criminal history record check will be performed unless the applicant will have furnished written consent to such a check. The applicant will bear the cost for the criminal history record check, including all costs for administering and processing the check. The district will deny employment to an applicant if the applicant is required and refuses to submit to a criminal history record check.

The Board of Education prohibits any relative of a Board member or Superintendent from being employed in an office or position in the school district in accordance with the provisions of N.J.A.C. 6A:23A-6.2 and Board Policy #0142.01 – Nepotism.

A teaching staff member’s misstatement of fact material to his/her qualifications for employment or the determination of his/her salary will be considered by the Board to constitute grounds for dismissal.

Legal References


N.J.A.C. 6A:9B-5.18; 6A:9B-5.19

Adopted: August 18, 2009
Revised: August 9, 2016
The Board of Education will employ substitutes in order to ensure continuity in the instructional program and will approve a list of substitutes on an annual basis. Additional approved substitutes will be added to the approved list throughout the school year. Substitute teachers will be employed from the substitute list recommended by the Superintendent and approved by the Board. The Board will also approve the substitute rate of pay.

All substitute teachers must possess a substitute credential issued by the New Jersey State Board of Examiners in accordance with the provisions of N.J.A.C. 6A:9B-7.1 et seq. All substitute teachers are required to undergo a criminal history record check in accordance with the provisions of N.J.S.A. 18A:6-7.1 et seq. and New Jersey Department of Education regulations and procedures for criminal history record checks. In accordance with the provisions of N.J.S.A. 18A-6-7.1b., a substitute teacher who is rehired annually by the Board will only be required to undergo a criminal history record check as required by N.J.S.A. 18A:6-7.1 et seq. upon initial employment, provided the substitute continues in the employ of at least one of the districts at which the substitute was employed within one year of the approval of the criminal history record check.

In addition, all substitute teachers must provide evidence of having attended a program on Harassment, Intimidation, and Bullying that is of at least two hours in length and meets the New Jersey Department of Education’s requirements (N.J.S.A. 18A:37-22c-d and N.J.S.A 18A:37-26). This requirement may also be met taking and passing the New Jersey Department of Education’s online tutorial (N.J.S.A. 18A:37-27). Substitute teachers must also be familiar with the Lopatcong School District’s procedures and policies (e.g., emergency drills, electronic communication devices, discipline). A substitute handbook will be prepared and provided to all candidates that apply to be teaching substitutes in the district. They will be required to read the handbook and sign a statement confirming they read it before they are assigned as a teaching substitute to any classroom. Since procedures and policies change from year to year, at the beginning of each school year substitutes from previous years will be required to read the latest version of the substitute handbook and sign a confirming statement.

Substitute teachers must act in a professional manner at all times during the school day and adhere to applicable Board Policies and Regulations. They must respect the confidentiality of any information they learn about a child in the course of their assignment and must maintain that confidentiality for information that if disclosed would violate Federal and State laws. Substitutes must never discuss the progress and/or behavior of students, or their observations about teachers or staff members at any time outside the school.

A substitute teacher will follow the daily lesson plan provided by the regular teacher and, when that plan is exhausted or unavailable, the instructions of the Building Principal. A substitute teacher may not plan or direct an instructional program except as expressly permitted by the Superintendent.

In accordance with the provisions of N.J.S.A. 18A:16-1.1b. and N.J.A.C 6A:9B-7.4(c), a vacant teaching position may only be filled by one or more individuals employed as substitute teachers and holding an instructional certificate of eligibility (CE), certificate of eligibility with advanced standing...
(CEAS), or standard certificate issued by the New Jersey State Board of Examiners with an endorsement within the scope of the subject being taught for no more than sixty (60) instructional days in the same classroom per year. The sixty day limit may be extended if the Executive County Superintendent is notified of an extension by the school district which will demonstrate:

1. The school district was unable to hire an appropriately certified teacher for the vacant position;
2. The school district is filling the position subject to the limitations in a local contract or N.J.A.C. 6A:9B-7.1; and
3. Holders of an instructional CE or CEAS with an endorsement within the scope of the subject being taught meet the following provisions:
   a. CE or CEAS holders obtain a provisional certificate;
   b. CE or CEAS holders are enrolled in a district mentoring program upon obtaining a provisional certificate;
   c. CE holders are accepted into a CE educator program and will begin coursework in the program’s next available cohort.

In the event that one individual employed pursuant to the provisions of N.J.S.A. 18A:16-1.1b is employed in the same position for more than sixty days, the substitute will be compensated by the school district on a pro-rata basis consistent with the salary provided to a teacher with similar credentials in the school district.

In accordance with the provisions of N.J.S.A. 18A16-1.1c. and N.J.A.C. 6A:9B-7.4(b), a vacant teaching position may only be filled by one or more individuals employed as substitute teachers and holding an instructional CE, a CEAS, or a standard certificate issued by the New Jersey State Board of Examiners with an endorsement not within the scope of the subject being taught for no more than forty (40) instructional days in the same classroom per year. The Executive County Superintendent will be notified by the Superintendent (or designee) if a holder of an instructional CE or CEAS substitutes for more than twenty instructional days in the same classroom.

Holders of a career and technical education substitute credential pursuant to N.J.A.C. 6A:9B-7.5 will be permitted to substitute for no more than forty instructional days in the same classroom per year in accordance with the provisions of N.J.A.C. 6A:9B-7.4(b2).

In accordance with the provisions of N.J.S.A. 18A:16-1.1a. and N.J.A.C. 6A:9B-7.4(a), a vacant teaching position may only be filled by one or more individuals holding a substitute credential or holding an administrative or educational services certificate without an instructional CE, CEAS, or standard certificate issued by the New Jersey State Board of Education pursuant to the provisions of N.J.S.A. 18A:6-38 for no more than twenty instructional days in the same classroom per year. The Commissioner of Education may grant an extension of up to an additional twenty school days upon written application from the school district demonstrating the district’s inability to hire an appropriately certified teacher for the vacant position within the original twenty-day time limit.
Legal References

N.J.A.C. 6A:9B-7.1 through 7.5

Adopted: July 12, 2011
Revised: August 8, 2017
The Board of Education will develop a district mentoring program to provide non-tenured teachers, including novice professional teachers who hold a certificate of eligibility (CE) or certificate of eligibility with advanced standing (CEAS) with an induction to the teaching profession and to the school community through differentiated support based on the teacher’s individual needs and to help them become effective.

The goals of the district mentoring program will be to enhance teacher knowledge of, and strategies related to, the New Jersey Student Learning Standards (NJSLS) to facilitate student achievement and growth; identify exemplary teaching skills and educational practices necessary to acquire and maintain excellence in teaching; and assist first-year teachers in performing their duties and adjusting to the challenges of teaching. The Board of Education will determine how each non-tenured teacher in his or her first year of employment will be provided with supports as outlined in N.J.A.C. 6A:9C-5.1(c). The Board will provide an individual mentor to work one-on-one with a novice provisional teacher in accordance with N.J.A.C. 6A:9C-5.1(d). The Superintendent will oversee the mentor selection process and ensure the individual mentor meets the minimum requirements required in N.J.A.C. 6A:9C-5.2(a).

In accordance with the provisions of N.J.A.C. 6A:9C-5.4, an approved agency and its designated staff will be authorized to provide the services, evaluations, and recommendations specified within N.J.A.C. 6A:9B-8.6, 8.7, and 8.9 for provisional Teachers of Supplemental Instruction in Reading and Mathematics, Grades K-8 in their employ.

The district’s local mentoring plan will be in accordance with the requirements as outlined in N.J.A.C. 6A:9C-5.1 et seq.

The Superintendent (or designee) will develop the district mentoring plan in accordance with the requirements outlined in N.J.A.C. 6A:9C-5.3 as part of the school district’s professional development plan (PDP) pursuant to N.J.A.C. 6A:9C-4.4. The district mentoring plan will include logistics for its implementation and describe the school district’s responsibilities pursuant to N.J.A.C. 6A:9C-5.1 et seq.

The Board of Education will budget State funds appropriated for the novice teacher mentoring program in accordance with the provisions of N.J.A.C. 6A:9C-5.1(f). The Board will ensure that State funds appropriated for this program will supplement, and not supplant, any Federal, State or local funds already devoted to planning and implementing a novice teacher mentoring program. The Board of Education will ensure that State funds will be used for one or more of the following: stipends for mentor teachers; the costs associated with release time; substitutes for mentor teachers and novice teachers; and professional development and training activities related to the program.

Evaluations for a provisional teacher will be completed in accordance with the requirements of N.J.A.C. 6A:9B-8.6.
Legal References
N.J.A.C. 6A:9B-8.4; 6A:9B-8.5; 6A:9B-8.6; 6A9C-5.1
The Board of Education is authorized to employ a holder of a certificate of eligibility (CE) or certificate of eligibility with advanced standing (CEAS) after its mentoring plan has been approved pursuant to N.J.A.C. 6A:9C-5.1.

A. Definitions (N.J.A.C. 6A:9-2.1)

1. “Certificate of Eligibility or CE” means a certificate with lifetime validity issued to persons who have completed degree, academic study, and applicable test requirements for certification. The CE permits the applicant to seek and accept employment in corresponding positions requiring certification.

2. “Certificate of Eligibility with Advanced Standing or (CEAS) means a certificate with a lifetime validity issued to persons who have completed degree, academic study, applicable test requirements, and CEAS educator preparation programs for certification. The CEAS permits the applicant to seek and accept employment in positions requiring certification.

3. “District mentoring program” means a program of induction and support for non-tenured teachers, including novice provisional teachers and experienced teachers new to a school district, designed to develop them into effective professionals within the school district.

4. “Endorsement” means an authorization allowing a certificate holder to teach one or more specific subject area(s) or to serve in one or more specific teaching staff role(s).

5. “Mentor teacher” means an experienced, certified New Jersey teacher who is assigned to provide support and guidance to a novice teacher.

6. “Novice teacher” means any teacher servicing full- or part-time under a provisional certificate who has not yet been issued a standard instructional certificate in any endorsement area.

7. “Professional Standards for Teachers” means the knowledge, skills, and dispositions that all teachers must acquire and to practice as teachers in accordance with N.J.A.C. 6A:9-3.3.

8. “Provisional teaching period” means a minimum of two years of full-time teaching under a provisional certificate required of all novice teachers before they are eligible to be recommended for a standard certificate.

B. Requirements for District Mentoring Program

1. The district will develop a mentoring program to provide non-tenured teachers, including novice provisional teachers who hold a CE or CEAS, with an induction to the teaching profession and to the school district community through differentiated supports based on the teachers’ individual needs and to help them become effective professionals.

2. The goals of the district mentoring program will be to enhance teacher knowledge of, and strategies related to, the New Jersey Student Learning Standards (NJSLS) to facilitate student achievement and growth; identify exemplary teaching skills and educational practices necessary
to acquire and maintain excellence in teaching; and assist first-year teachers in performing their duties and adjusting to the challenges of teaching.

3. The Board of Education will determine how each non-tenured teacher in his or her first year of employment, which will be equal to at least thirty (30) weeks, will be provided with the following supports:

a. Comprehensive induction to school district policies and procedures including, but not limited to, introduction to school district curricula, student assessment policies, and training on the school district’s evaluation rubric, including setting and assessing student learning through student growth objectives;

b. Individualized supports and activities, which will be assigned at the school district’s discretion and will be aligned with the Professional Standards for Teachers at N.J.A.C. 6A:9-3.3, the Standards for Professional Learning at N.J.A.C. 6A:9C-3.3, and the school district’s Commissioner-approved teaching practice instrument. The supports and activities will be guided by:
   (1) The non-tenured teacher’s degree of preparation and experience;
   (2) The non-tenured teacher’s individual professional development plan (PDP) developed in accordance with N.J.A.C. 6A:9C-4.4;
   (3) Areas of focus within the district mentoring plan; and
   (4) Goals of the school and school district plans for professional development as described in N.J.A.C. 6A:9C-4.2.

c. One-to-one mentoring, which is required for each novice provisional teacher as set forth in 4. below.

4. The district will provide an individual mentor to work one-to-one with a novice provisional teacher and ensure:

a. Each novice provisional teacher is assigned an individual mentor at the beginning of the contracted teaching assignment;

b. The mentor teacher provides observation and feedback, opportunities for the novice teacher to observe effective practice, and confidential guidance and support in accordance with the Professional Standards for Teachers, and guides the teacher in a self-assessment on the school district’s Commissioner-approved teaching practice instrument;

c. The one-to-one mentoring includes planned, in-person contact time between the mentor teacher and the novice provisional teacher holding a CE or CEAS over the course of the academic year, or proportionally longer if the novice provisional teacher holds a part-time teaching assignment;

d. The mentor teacher and the novice provisional teacher holding a CEAS meet at least once per week for the first four weeks of the teaching assignment;
e. The mentor teacher and the novice provisional teacher holding a CE meet at least once per week for the first eight weeks of the teaching assignment:
   (1) The one-to-one mentoring will support the novice provisional teacher in achieving the curricular objectives of the formal instructional program in which the novice provisional teacher holding a CE is enrolled.

f. All contact time between the mentor teacher and the novice provisional teacher will be recorded in a log, developed as part of the district mentoring plan, submitted to the Superintendent or designee, and maintained within the school district.

5. All novice provisional teachers whose positions require possession of instructional certificates pursuant to N.J.S.A. 18A:26-2 and N.J.A.C. 6A:9B-5.1 will comply with the district mentoring program requirements.

6. The district will budget State funds appropriated for the novice teacher mentoring program.
   a. Subject to the availability of funds, the Department of Education will appropriate State funds based on the number of novice teachers employed each year by the Board of Education.
   b. The Board of Education will ensure State funds appropriated for this program supplement, and not supplant, Federal, State, or local funds already devoted to planning and implementing a novice teacher mentor program.
   c. The Board of Education will ensure State funds are used for one or more of the following:
      (1) Stipends for mentor teachers;
      (2) The costs associated with release time;
      (3) Substitutes for mentor and novice teachers; and
      (4) Professional development and training activities related to the program.
   d. If no State funds are available to pay the costs of mentoring fees, candidates who are required to complete a provisional period of teaching to obtain standard certification will be responsible for payment of mentoring fees during the first provisional year. The Board may, at its discretion, pay all or part of the mentoring fees.

7. The school district’s administrative office will oversee the payment of mentors. Payment will not be conferred directly from provisional novice teacher to mentor.

C. Mentor requirements

1. The Superintendent will oversee the mentor selection process and ensure the individual mentor of a novice provisional teacher meets the following minimum requirements:
   a. Holds an instructional certificate and, when possible, is certified in the subject area in which the novice provisional teacher is working;
   b. Has at least three years of experience and has taught full-time for at least two years within the last five years;
c. Does not serve as the mentee’s direct supervisor nor conduct evaluations of teachers;

d. Demonstrates a record of success in the classroom:

(1) All mentor teacher applicants will have received a summative rating of effective or highly effective on the most recent summative evaluation, pursuant to N.J.A.C. 6A:10.

(a) A mentor teacher applicant in a school or school district not required pursuant to N.J.A.C. 6A:10-1 to issue summative evaluations will demonstrate at least one year of effective teaching on his or her most recent evaluation as determined by his or her supervisor.

e. Understands the social and workplace norms of the school district and the community it serves;

f. Understands the resources and opportunities available in the school district and is able to act as a referral source to the novice provisional teacher; and

g. Completes a comprehensive mentor training program with a curriculum that includes, at a minimum, training on the school district’s teaching evaluation rubric and practice instrument, Professional Standards for Teachers, NJSLS, classroom observation skills, facilitating adult learning, and leading reflective conversations about teaching practice.

D. District Mentoring Plan

1. The Superintendent (or designee) will develop a district mentoring plan as part of the school district’s PDP pursuant to N.J.A.C. 6A:9C-4.4. The district mentoring plan will include logistics for its implementation and describe the school district’s responsibilities pursuant to N.J.A.C. 6A:9C-5.

a. The Superintendent will submit the district mentoring plan to the Board of Education for review of its fiscal impact.

b. The Superintendent (or designee) will share the district mentoring plan with each school improvement panel, which will oversee the school-level implementation of the district mentoring plan and will communicate the plan to all non-tenured teachers and their mentors.

c. The Superintendent (or designee) annually will review the plan and revise it, as necessary, based on feedback from mentor logs, each school improvement panel, and data on teacher and student performance.
The professional responsibilities of teaching staff members include such extra duties as may be assigned by the Board of Education. The Board, at the request of the Superintendent, will appoint teaching staff members to extra duty positions that may include, but are not necessarily limited to, the positions of co-curricular activity advisor, morning intake supervision monitor, and chaperone.

A teaching staff member who requests appointment to an extra duty position may be given preference over other candidates for the position.

Any teaching staff member appointed to an extra duty position is expected to serve unless excused for extenuating circumstances. A member’s refusal to serve or resignation from extra duty service without permission of the Building Principal may constitute an act of insubordination subject to discipline.

A teaching staff member can accrue no tenure or seniority rights in an extra duty position and is not entitled to, but may be reappointed to an extra duty position.

Some extra duty positions may involve the payment of a stipend to the teaching staff member. The Board will approve, at the recommendation of the Superintendent, which extra duty positions carry a stipend, the amount of the stipend, the number of stipends paid for each position, and the teaching staff.

The Superintendent will inform the Board of extra duty positions required for the implementation of the district’s program, post notice of vacancies in those positions, and recommend appointments to those positions.

Legal References

Adopted: August 18, 2009
3141 – Resignation

The Board of Education will enter a contract with each non-tenured teaching staff member providing, in part, for the termination of employment by either party on proper notice in accordance with Board Policy #3124 – Employment Contract.

An employee’s resignation must be tendered to the Board through the Superintendent who may accept the resignation on behalf of the Board. Any such acceptance of a resignation will be ratified by the Board at its next meeting.

A member who offers insufficient notice of resignation will be paid only through the last day of service. In addition, the Board may notify the Commissioner of Education of any tenured teaching staff member who terminates his/her position without having given sixty (60) days written notice to the Board unless the Board approves the tenured teaching staff member’s release on shorter notice. The Commissioner of Education may suspend the tenured teaching staff member’s certificate for not more than one year for failure to give such notice.

Legal References

N.J.A.C. 6A:9B-4.8

Adopted: August 18, 2009
Revised: August 9, 2016
3142 – Non-Renewal of Non-Tenured Teaching Staff Member

The Board of Education recognizes its obligation to employ only those staff members best trained and equipped to meet the educational needs of the students of this district. The Board will discharge that obligation by retaining in service only those non-tenured teaching staff members who meet those standards. The Board will renew the employment contract of a teaching staff member only upon the recommendation of the Superintendent and by a recorded roll call majority vote of the full membership of the Board. The Board will not withhold its approval for arbitrary and capricious reasons. A non-tenured teaching staff member who is not recommended for renewal by the Superintendent is deemed non-renewed.

When the non-tenured teaching staff member’s performance does not meet the standards of the district, the Superintendent will recommend to not renew the teaching staff member’s contract. Prior to notifying the non-tenured teaching staff member of the non-renewal, the Superintendent will notify the Board of the recommendation not to renew the non-tenured teaching staff member’s contract and the reasons for the recommendation. The Superintendent may notify the Board in a written notice or in executive session at a full Board Meeting. In the event the Board is notified in executive session, the Superintendent will comply with the requirements of the Open Public Meetings Act and provide reasonable notice to the non-tenured teaching staff member their employment will be discussed in Executive Session so that the non-tenured teaching staff member may exercise their statutory right to request a public discussion.

The Superintendent will notify each non-tenured teaching staff member to whom reemployment will not be offered of such non-renewal in writing on or before May 15th. Any teaching staff member who received written notice a contract will not be offered may, within fifteen (15) calendar days of receiving such notification, request in writing a statement of the reasons for non-renewal. The Superintendent will provide a written statement of reasons within thirty (30) calendar days after the receipt of any such request.

Whenever the non-tenured teaching staff member has requested in writing and received a written statement of the reason(s) for non-renewal, the non-tenured teaching staff member will have the right to an informal appearance before the Board to permit the staff member an opportunity to convince the members of the Board to offer reemployment. The staff member must request the appearance before the Board within ten (10) calendar days of the staff member’s receipt of the written statement of reasons from the Superintendent. The informal appearance before the Board will be held in accordance with the provisions of N.J.A.C. 6A:10-8.1.

The Board is not required to offer reemployment or vote on reemployment after an informal appearance with a non-tenured teaching staff member who was not recommended for reemployment by the Superintendent. The Board may, with a majority vote of its full membership in public session and without the recommendation of the Superintendent, offer the non-tenured teaching staff member reemployment after their informal appearance. The non-tenured teaching staff member will be notified.
of the Board’s final determination within three (3) working days following their informal appearance before the Board.

Legal References
N.J.A.C. 6A:10-8.1

Adopted: August 18, 2009
Revised: January 7, 2014
R3142 – Non-Renewal of Non-Tenured Teaching Staff Member

A. Evaluations
1. Each non-tenured teaching staff member will be evaluated in strict compliance with statute, N.J.S.A. 18A:27-3.1, rules of the State Board of Education, N.J.A.C. 6A:10-1.1 et seq., and the policies and procedures of this district.

B. Non-Renewal Recommendation
1. When a non-tenured teaching staff member’s performance does not meet the standards of the district, the Building Principal or the non-tenured teaching staff’s immediate supervisor will recommend to the Superintendent that the teaching staff member should not be reemployed in the following school year.

2. The non-tenured teaching staff member will be informed by the Superintendent, in writing, that employment for the next succeeding school year will not be offered. This written notice will be provided to the non-tenured teaching staff member on or before May 15th.

3. A recommendation by the Superintendent for non-renewal may be based on the non-tenured teaching staff member’s evaluations, job performance, or any factor affecting his/her employment in this district.

4. Non-tenured teaching staff members’ contracts can only be renewed upon the Superintendent’s recommendation and a majority vote of the full Board. The Board may not withhold its approval for arbitrary and capricious reasons. Except when the Board overrides the Superintendent’s recommendation on appeal from the employee.

C. Non-Renewal Action
1. The Superintendent will notify Board members of the recommendation not to renew a non-tenured teaching staff member’s contract before notifying the non-tenured teaching staff member of the recommendation not to renew. The Superintendent may notify the Board members of the recommendation not to renew the non-tenured teaching staff member’s contract and the reasons for the recommendation in a written notice to the Board prior to May 15th. In the alternative, the Superintendent may notify the Board members of the recommendation not to renew a non-tenured teaching staff member in an Executive Session. Using this option, the Superintendent and the Board will meet in Executive Session to review the Superintendent’s recommendation(s) for non-renewal of non-tenured teaching staff members. Notice of the Executive Session will be given in accordance with N.J.S.A. 10:4-13 and individual notice will be given, not less than forty-eight (48) hours in advance of the meeting, to those non-tenured teaching staff members whose possible non-renewal will be discussed at the meeting. If any such employee requests the discussion take place in public, the recommendation for his/her non-renewal will be severed from any other non-renewal recommendation and will be scheduled for discussion at a public meeting to be held prior to May 15th.
2. A non-tenured teaching staff member not recommended for renewal by the Superintendent is deemed not renewed. A Board’s vote is not required on the Superintendent’s recommendation(s) to not renew a non-tenured teaching staff member’s contract.

D. Notice of Non-renewal

1. Notice of the Superintendent’s decision not to renew will be given to each non-tenured teaching staff member not recommended for renewal on or before May 15th in accordance with N.J.S.A. 18A:27-10. The Board may delegate the Superintendent or the Board Secretary to give the written notice of non-renewal.

2. The non-renewal notice will be in writing and provided to the non-tenured teaching staff member not recommended for renewal on or before May 15th. If hand delivered, a record will be made of the date on which delivery was made. If sent by mail, the notice will be sent registered mail, return receipt requested, to the non-tenured teaching staff member’s address of record.

E. Request for Statement of Reasons

1. A non-renewed teaching staff member will be given a written statement of the reasons for which he/she was not renewed provided the teaching staff member’s request for a statement of reasons has been received by the Superintendent within fifteen (15) calendar days after the teaching staff member received written notice of his/her non-renewal. N.J.S.A. 18A:27-3.2.

2. The statement of reasons for a non-renewal will set forth, with as much detail as possible, the precise reasons for the non-renewal. Where the non-renewal is based on performance deficiencies recorded in the employee’s evaluations and the employee has been given a copy of those evaluations, the statement of reasons may incorporate the evaluations by reference.

3. The statement of reasons will be prepared by the Superintendent and will be delivered to the employee who requested it within thirty (30) calendar days after the receipt of the employee’s request.

F. Non-Renewal Appearance

1. A non-tenured teaching staff member who has requested a statement of reasons for non-reemployment pursuant to N.J.S.A. 18A:27-3.2, will be granted an informal appearance before the Board to discuss those reasons, provided that he/she had submitted to the Superintendent a written request for such an appearance no later than ten (10) calendar days after the non-tenured teaching staff member’s receipt of the written statement of reasons. N.J.A.C. 6A:10-8.1(a).

2. A date for the informal appearance will be scheduled within thirty (30) calendar days from the teaching staff member’s receipt of the Superintendent’s statement of reasons. The appearance will be conducted at an executive session for which notice has been given in accordance with N.J.S.A. 10:4-13. The Board will determine a reasonable length of time to be devoted to the
appearance, depending on each instance’s specific circumstances. The proceeding of the informal appearance before the Board may be conducted pursuant to N.J.A.C. 10:4-12(b)(8).

3. The teaching staff member requesting the appearance will be given written notice, no later than forty-eight (48) hours in advance of the meeting at which it is scheduled, of the date, time, place, and duration of the appearance.

4. The purpose of the appearance will be to permit the non-renewed teaching staff member to convince the members of the Board to offer reemployment. To those ends, the appearance will be informally conducted. This appearance provides a mechanism by which the non-tenured teaching staff member, whose renewal has not been recommended by the Superintendent, can appeal to the Board, on which the Superintendent sits as a non-voting member pursuant to N.J.S.A. 18A:17-20. The proceeding of an informal appearance before the Board will be conducted with the President of the Board, or his/her designee, presiding and the appearance will not be an adversary proceeding.

5. The teaching staff member may be represented by an attorney or by one individual of his/her choosing. He/she may present witnesses to testify on his/her behalf. Witnesses do not need to present testimony under oath and their statements may be recorded. The Board will hear witnesses and will not cross-examine them. Witnesses will be called into the meeting to address the Board one at a time and will be excused from the meeting after making their statements.

G. Final Determination

1. A non-tenured teaching staff member not recommended for renewal by the Superintendent is deemed not renewed. A Board vote is not required on the Superintendent’s recommendation(s) to not renew a non-tenured teaching staff member. However, after an informal appearance before the Board, the Superintendent may make a recommendation for reemployment to the voting members of the Board. The voting members of the Board, by a majority vote of the full Board in public session, must approve the reemployment based on the Superintendent’s recommendation.

2. The Board may, with a majority vote of its full membership in public session and without the recommendation of the Superintendent, offer the teaching staff member reemployment after the informal appearance before the Board.

3. The final determination will be delivered to the teaching staff member, in writing, no later than three (3) working days following the informal appearance. The Board may delegate the Superintendent or the Board Secretary to deliver the final determination.

Adopted: August 18, 2009
Revised: January 7, 2014
3143 – Dismissal

The Board of Education will enter a contract with each non-tenured teaching staff member providing, in part, for the termination of employment by either party on proper notice in accordance with Board Policy #3124 – Employment Contract.

The Board may dismiss a non-tenured teaching staff member when dismissal is in the best interest of the school district. Termination notice will be duly given in writing and will state the reason therefore.

The Board will determine whether to permit an employee to continue to perform services during the period between the giving of notice and the date of termination.

Legal References


Adopted: August 18, 2009
Tenure charges may be instituted against a tenured teaching staff member of the district in accordance with the provisions of N.J.A.C. 6A:3-5.1 et seq. In all instances of the filing and certification of tenure charges, except charges filed against a teaching staff member, Assistant Principal or Principal for reasons of inefficiency pursuant to N.J.S.A. 18A:6-17.3, the procedures and timelines outlined in N.J.A.C. 6A:3-5.1(b) will be observed. In the event the tenure charges are charges of inefficiency pursuant to N.J.S.A. 18A:6-17.3, except in the case of Principals and Assistant Principals in school districts under full State intervention, where procedures are governed by the provisions of N.J.S.A. 18A:7A-45 and such rules as may be promulgated to implement it, the procedures and timelines outlined in N.J.A.C. 6A:3-5.1(c) will be observed.

Filing and service of petition of appeal as outlined in N.J.A.C. 6A:3-1.3, will not apply in a case of charges filed with the Commissioner of Education against an employee of a Board of Education or of a school district under full State intervention. In place of the usual petition, the Board of Education or the State District Superintendent will file written charges and the required certificate of determination with the Commissioner together with the name of the attorney who is anticipated for administrative purposes will be representing the Board of Education or State District Superintendent and proof of service upon the employee and the employee’s representative, if known. Such service will be at the same time and in the same manner as the filing of charges with the Commissioner.

In accordance with N.J.S.A. 34:13A-24, fines and suspensions imposed as minor discipline will not constitute a reduction in compensation pursuant to the provisions of N.J.S.A. 18A:6-10 where the negotiated agreement between the Board of Education and the majority representative of the employees in the appropriate collective bargaining unit provides for such discipline. In these cases, tenure charges will not be filed to impose minor discipline on a person serving under tenure.

The Board of Education or the State District Superintendent will determine whether there is probable cause to credit the evidence in support of the charges and whether such charges, if credited, are sufficient to warrant a dismissal or reduction of salary. Pursuant to N.J.S.A. 18A:6-11, all deliberations and actions of the Board of Education with respect to such charges will take place at a closed/executive session meeting. In the event the Board of Education or the State District Superintendent finds probable cause exists and that the charges, if credited, are sufficient to warrant a dismissal or reduction of salary, then the Board or the State District Superintendent will file, within fifteen (15) calendar days, written charges with the Commissioner. The charge(s) will be stated with specificity as to the action or behavior underlying the charges or the nature of the alleged inefficiency and will be accompanied by the required certificate of determination together with the name of the attorney who is anticipated for administrative purposes will be representing the Board of Education or State District Superintendent and proof of service upon the employee and the employee’s representative, if known. Such service will be at the same time and in the same manner as the filing of charges with the Commissioner.

The certificate of determination that accompanies the written charges will contain a certification by the Board Secretary or State District Superintendent including that a determination was made of the
charges and the evidence in support of the charges are sufficient, if true in fact, to warrant dismissal or a reduction in salary; of the date, place, and time of the meeting at which such determination was made and whether or not the employee was suspended and, if so, whether such suspension was with or without pay; that such determination was made by a majority vote of the whole number of the Board of Education or by the State District Superintendent in accordance with N.J.S.A. 18A:7A-39.

An individual against whom tenure charges are certified will file a written response to the charges in accordance with the provisions of N.J.A.C. 6A:3-5.3 et seq. The Commissioner will determine whether such charge(s) are sufficient, if true, to warrant dismissal or reduction in salary in accordance with the provisions of N.J.A.C. 6A:3-5.5. Any withdrawal, settlement, or mooting of tenure charges will be in accordance with the provisions of N.J.A.C. 6A:3-5.6.

Legal References
N.J.A.C. 6A:3-5.1; 6A:3-5.2; 6A:3-5.3; 6A:3-5.5; 6A:3-5.6
R3144 – Certification of Tenure Charges

A. Definition

For the purposes of Board Policy #3144 – Certification of Tenure Charges and this Regulation, “day” means working day when the period specified is less than seven consecutive days, and calendar day when the period specified is seven consecutive days or more; provided however, that calculations do not include the day of the action from which they are computed but do include the last day of the period being computed unless such day falls on a Saturday, Sunday or holiday, in which case the last day will be deemed the next working day immediately following. Filings received after the close of the working day (4:00pm) will be deemed filed on the next working day.

B. Filing of Written Charges and Certificate of Determination – N.J.A.C. 6A:3-5.1

1. N.J.A.C. 6A:3-1.3 - Filing and Service of Petition of Appeal will not apply in a case of tenure charges filed with the Commissioner against an employee of a Board of Education or a school district under full State intervention. In place of the usual petition, the Board or the State District Superintendent will file written charges and the required certificate of determination with the Commissioner, together with the name of the attorney who is anticipated for administrative purposes will be representing the Board of Education or the State District Superintendent and proof of service upon the employee and the employee’s representative, if known. Such service will be at the same time and in the same manner as charges are filed with the Commissioner.

a. In accordance with N.J.S.A. 34:13A-24, fines and suspensions imposed as minor discipline will not constitute a reduction in compensation pursuant to the provisions of N.J.S.A. 18A:6-10 where the negotiated agreement between a Board of Education and the majority representative of the employees in the appropriate collective bargaining unit provides for such discipline. In these cases, tenure charges will not be filed to impose minor discipline on a person serving under tenure.

2. In all instances of the filing and certification of tenure charges, except charges filed against a teaching staff member, Assistant Principal or Principal for reasons of inefficiency pursuant to N.J.S.A. 18A:6-17.3, the following procedures and timelines will be observed:

a. Charges will be stated with specificity as to the action or behavior underlying the charges and will be filed in writing with the Secretary of the Board of Education or the State District Superintendent, accompanied by a supporting statement of evidence, both of which will be executed under oath by the person or persons instituting such charges.

b. Along with the required sworn statement of evidence, charges will be transmitted to the affected tenured employee and the employee’s representative, if known, within three (3) working days of the date they were filed with the Secretary of the Board of Education or the State District Superintendent. Proof of mailing or hand delivery will constitute proof of transmittal.
c. The affected tenured employee will have an opportunity to submit to the Board of Education or the State District Superintendent a written statement of position and a written statement of evidence, both of which will be executed under oath with respect thereto within fifteen (15) calendar days of receipt of the tenure charges.

d. Upon receipt of the tenured employee’s written statements of position and evidence under oath, or upon expiration of the allotted fifteen-day time period, the Board of Education will determine by a majority vote of its full membership, or the State District Superintendent will determine, within forty-five (45) calendar days whether there is probable cause to credit the evidence in support of the charges and whether such charges, if credited, are sufficient to warrant a dismissal or reduction of salary. In accordance with the provisions of N.J.S.A. 18A:6-13, if the Board of Education does not make a determination within forty-five (45) calendar days after receipt of the written charges, the charges will be deemed to be dismissed and no further proceeding or action will be taken.

e. The Board of Education or the State District Superintendent will provide, within three (3) working days, written notification of the determination to the employee against whom the charge has been made, in person or by certified mail to the last known address of the employee and the employee’s representative, if known.

f. If Board of Education or the State District Superintendent finds that such probable cause exists and the charges, if credited, are sufficient to warrant a dismissal or reduction of salary, then the Board or the State District Superintendent will file, within fifteen days, written charges with the Commissioner. The charges will be stated with specificity as to the action or behavior underlying the charges and will be accompanied by the required certificate of determination together with the name of the attorney who is anticipated for administrative purposes will be representing the Board of Education or State District Superintendent and proof of service upon the employee and the employee’s representative, if known. Such service will be at the same time and in the same manner as the filing of charges with the Commissioner.

g. Pursuant to N.J.S.A. 18A:6-11, all deliberations and actions of the Board of Education with respect to such charges will take place at a closed/executive session meeting.

3. If the tenure charges are charges of inefficiency pursuant to N.J.S.A. 18A:6-17.3, except in the case of Building Principals and Assistant Principals in school districts under full State intervention where procedures are governed by the provisions of N.J.S.A. 18A:7A-45 and such rules as may be promulgated to implement it, the following procedures and timelines will be observed:

a. When the conditions described in N.J.S.A. 18A:6-17.3.a(1) or (2) and as outlined in Board Policy #3144.12 – Certification of Tenure Charges - Inefficiency have been satisfied, the Superintendent will promptly file with the Secretary of the Board a charge of inefficiency.
b. The charges of inefficiency will be transmitted to the affected tenured employee and the employee’s representative, if known, within three (3) working days of the date the charges were filed with the Secretary of the Board or State District Superintendent. Proof of mailing or hand delivery will constitute proof of transmittal.

c. The affected tenured employee will have an opportunity within ten (10) calendar days of receipt to submit to the Board or State District Superintendent a written statement of position under oath demonstrating how the school district failed to comply with evaluation procedures.

d. Within thirty (30) calendar days of the filing, the Board or State District Superintendent will forward a written charge to the Commissioner unless the Board or the State District Superintendent determines the evaluation process has not been followed. Such determination will be made by a majority vote of the Board’s full membership or by the State District Superintendent.

e. Upon receipt of the charge, the Commissioner or his or her designee will examine the charge. The charge will again be served upon the employee at the same time it is forwarded to the Commissioner and proof of service will be included with the filed charge. The individual against whom the charge is filed will have ten (10) calendar days to submit to the Commissioner a written response to the charge.

f. Within five (5) working days of the individual’s deadline to submit a written response to the charge, the Commissioner will appoint an arbitrator to hear the case and refer the case to the arbitrator, unless he/she determines the evaluation process has not been followed.

g. Pursuant to N.J.S.A. 18A:6-11, all deliberations and actions of the Board of Education with respect to such charges will take place at a closed/executive session meeting.

C. **Format of Certificate of Determination**

1. The certificate of determination which accompanies the written charges will contain a certification by the Board of Education Secretary or the State District Superintendent:

   a. The Board of Education or the State District Superintendent has determined the charges and the evidence in support of the charges are sufficient, if true in fact, to warrant dismissal or a reduction in salary;

   b. Of the date, place, and time of the meeting at which such determination was made and whether or not the employee was suspended and, if so, whether such suspension was with or without pay; and

   c. The determination was made by a majority vote of the whole number of members of the Board of Education or by the State District Superintendent in accordance with N.J.S.A. 18A:7A-39.
D. Filing and Service of Answer to Written Charges – N.J.A.C. 6A:3-5.3

1. Except as specified in N.J.A.C. 6A:3-5.1(c)5, an individual against whom tenure charges are certified will have fifteen (15) calendar days from the date such charges are filed with the Commissioner to file a written response to the charges. Except as to the time for filing, the answer will conform to the requirements of N.J.A.C. 6A:3-1.5(a) through (d).

a. Consistent with N.J.A.C. 6A:3-1.5(g), nothing in N.J.A.C. 6A:3-5.3 precludes the filing of a motion to dismiss in lieu of an answer to the charges, provided the motion is filed within the time allotted for the filing of an answer. Briefing on the motions will be in the manner and within the time fixed by the Commissioner, or by the arbitrator if the motion is to be briefed following transmittal to an arbitrator.

2. Upon written application by the person against whom charges are filed, the Commissioner may extend the time period for the filing of an answer upon a finding of good cause shown consistent with the provisions of N.J.S.A. 18A:6-16. Such application will be received prior to the expiration of the fifteen-day answer period, or the ten-day answer period specified in N.J.A.C. 6A:3-5.1(c), and a copy will be served upon the charging Board of Education or the State District Superintendent. The Board of Education or State District Superintendent will promptly notify the Commissioner of any opposition to the request.

a. A request for extension that is received after the fifteen-day period allotted for an answer to tenure charges, or after the ten-day answer period allotted in N.J.A.C. 6A:3-5.1(c) will be considered only in the event of demonstrated emergency or other unforeseeable circumstance such that the request could not have been made within the requisite filing period.

3. If no answer is filed within the requisite time period and no request for extension is made, or if the request is denied by the Commissioner, or the charged employee submits an answer or other responsive filing indicating the employee does not contest the charges, the charges will be deemed admitted by the charged employee.

E. Determination of Sufficiency and Transmittal for Hearing – N.J.A.C. 6A:3-5.5

1. Except as specified in N.J.A.C. 6A:3-5.1(c)5, within ten (10) calendar days of receipt of the charged party’s answer or expiration of the time for its filing, the Commissioner will determine whether such charge(s) are sufficient, if true, to warrant dismissal or reduction in salary. If the charges are determined insufficient, they will be dismissed and the parties will be notified accordingly. If the charges are determined sufficient, the matter will be transmitted immediately to an arbitrator for further proceedings, unless the Commissioner retains the matter pursuant to N.J.A.C. 6A:3-1.12.

a. A notice of transmittal will be issued to the parties by the Department of Education on the same date as the matter is transmitted to an arbitrator.
2. Where a party to a tenure matter so requests, the Commissioner may agree to hold the matter in abeyance at any time prior to transmittal to an arbitrator. Thereafter, requests to hold the matter in abeyance will be directed to the arbitrator. Any request for abeyance, whether directed to the Commissioner or the arbitrator, will be consistent with the intent of N.J.S.A. 18A:6-16 as amended by P.L. 1998, c.42.

F. Withdrawal, Settlement, or Mooting of Tenure Charges – N.J.A.C. 6A:3-5.6

1. Once tenure charges are certified to the Commissioner, they may be withdrawn or settled only with approval. Any proposed withdrawal or settlement, whether submitted to the Commissioner or to the arbitrator, will address the following standards established by the State Board of Education in the matter of 'In re: Cardonick, State Board decision of April 6, 1983 (1990 School Law Decisions (S.L.D.) 842, 846)’:
   a. Accompaniment by documentation as to the nature of the charges;
   b. Explication of the circumstances justifying settlement or withdrawal;
   c. Consent of both the charged and charging parties;
   d. Indication that the charged party entered into the agreement with a full understanding of his or her rights;
   e. A showing that the agreement is in the public interest; and
   f. If the charged party is a teaching staff member, a showing the teaching staff member has been advised of the Commissioner’s duty to refer tenure determinations resulting in loss of position to the State Board of Examiners for possible suspension or revocation of certificate.

2. A settlement agreement will not propose terms that would restrict access to information or records deemed public by law or result in misrepresentation of the reason for an employee’s separation from service. If tenure charges have been certified to the Commissioner by a Board of Education, any proposed settlement will indicate, by signature of the Board Attorney or inclusion of a Board of Education resolution authorizing settlement, that the Board of Education has consented to the terms of the settlement.

3. A proposed withdrawal or settlement of tenure charges will be submitted to the Commissioner prior to transmittal of such charges to the arbitrator; thereafter, it will be submitted to the arbitrator.

4. If tenure proceedings against a teaching staff member are concluded prior to adjudication because the charged party has unilaterally resigned or retired, the Commissioner may refer the matter to the State Board of Examiners for action against the charged party’s certificate as it deems appropriate, when such referral is warranted under the provisions governing resignation or retirement prior to conclusion of tenure charges as set forth in N.J.A.C. 6A:9B-4.3.

5. If a proposed settlement requires the tenured employee to relinquish a certificate issued by the State Board of Examiners, upon approval of the settlement agreement, the Commissioner will
forward the matter to the State Board of Examiners for proceedings in accordance with N.J.A.C. 6A:9B-4.10.

Legal References
N.J.A.C. 6A:9B-4.3; 6A:9B-4.10

Adopted: November 9, 2010
Revised: August 9, 2016
3144.12 – Certification of Tenure Charges – Inefficiency (M)

In accordance with the provisions of N.J.S.A. 18A:6-17.3 and notwithstanding the provisions of N.J.S.A. 18A:6-11 or any other section of law to the contrary, in the case of a teacher, Principal, and Assistant Principal, the Superintendent will promptly file with the Secretary of the Board of Education a charge of inefficiency whenever the employee is rated ineffective or partially effective in an annual summative evaluation and the following year is rated ineffective in the annual summative evaluation.

If the teacher, Principal, or Assistant Principal is rated partially effective in two consecutive annual summative evaluations or is rated ineffective in an annual summative evaluation and the following year is rated partially effective in the annual summative evaluation, the Superintendent will promptly file with the Secretary of the Board of Education a charge of inefficiency, except that the Superintendent upon a written finding of exceptional circumstances may defer the filing of tenure charges until after the next annual summative evaluation. If the employee is not rated effective or highly effective on this next annual summative evaluation, the Superintendent will promptly file a charge of inefficiency.

Within thirty days of the filing, the Board of Education will forward a written charge to the Commissioner of Education, unless the Board of Education determines the evaluation process has not been followed.

Notwithstanding the provisions of N.J.S.A. 18A:6-16 or any other section of law to the contrary, upon receipt of a charge pursuant to N.J.S.A. 18A:6-17.3.a, and this Policy, the Commissioner of Education will examine the charge. The individual against whom the charges are filed will have ten (10) calendar days to submit a written response to the charges to the Commissioner of Education. The Commissioner of Education will, within five (5) calendar days immediately following the period provided for a written response to the charges, refer the case to an arbitrator and appoint an arbitrator to hear the case, unless the Commissioner determines the evaluation process has not been followed.

The only evaluations which may be used for purposes of N.J.S.A. 18A:6-17.3 are those evaluations conducted in accordance with a rubric adopted by the Board of Education and approved by the Commissioner of Education pursuant to P.L.2012, c.26 – N.J.S.A. 18A:6-117 et seq.

Legal References

Adopted: November 12, 2013
3144.30 – Suspension upon Certification of Tenure Charges

Upon certification of any tenure charge to the Commissioner of Education, the Board of Education may suspend the person against whom such charge is made, with or without pay. However, if the determination of the tenure charge by the arbitrator is not made within one-hundred-twenty (120) calendar days after certification of the tenure charges, excluding all delays which are granted at the request of such person, then the full salary (except for said one hundred and twenty days) of such person will be paid beginning on the one-hundred-twenty-first day until such determination is made.

Should the tenure charge be dismissed at any stage of the process, the person will be reinstated immediately with full pay from the first day of such suspension. Should the tenure charge be dismissed at any stage of the process and the suspension be continued during an appeal, then the full pay or salary of such person will continue until the determination of the appeal. However, the Board of Education will deduct from said full pay or salary any sums received by such employee by way of pay or salary from any substituted employment assumed during such period of suspension.

Should the charge be sustained on the original hearing or an appeal, and should such person appeal from the same, then the suspension may be continued unless and until such determination is reversed, in which event the employee will be reinstated immediately with full pay from the date of such suspension.

Legal References


Adopted: November 12, 2013
3146 – Conduct of Reduction in Force

When teaching staff member positions have been abolished, in accordance with Board Policy #3112 – Abolishing Positions, the Board of Education will transfer and/or dismiss affected teaching staff members as required by law.

No tenured teaching staff member will be transferred or dismissed in a reduction in force affecting a category of employment in which a non-tenured teaching staff member is employed. When two or more non-tenured teaching staff members are employed within the category affected by a reduction in force, the non-tenured teaching staff member(s) shall be retained in that category who has demonstrated greater competence.

Tenure and seniority entitlements will govern the transfer and dismissal of tenured teaching staff members affected by a reduction in force, except that, when two or more tenured teaching staff members within the same employment category affected by a reduction in force possess an identical seniority entitlement to that category, the teaching staff member(s) shall be retained in that category who has demonstrated greater competence.

The Superintendent shall collect and maintain the information requisite to the calculation of each tenured teaching staff member’s seniority status. The Superintendent shall develop and maintain district seniority lists and shall recommend dismissals and transfers in a reduction in force in accordance with those lists. No seniority list shall be a public document or published in the absence of a reduction in force or reemployment from a preferred eligible list.

Teaching staff members affected by a reduction in force will be informed of their seniority status and of the effect of the reduction in force on their employment, as promptly as possible after the Board’s action to abolish positions. Wherever possible, the Board will give sixty days notice of a pending dismissal. If notice cannot be given a full sixty days before the end of the employee’s service, salary in lieu of notice will be given for the remaining notice period beyond the end of service.

Legal References

N.J.A.C. 6A:32-5.1

Adopted: August 18, 2009
R3146 – Conduct of Reduction in Force

A. Seniority Lists

In order to determine the teaching staff member(s) affected by a reduction in force, a seniority list will be prepared for each seniority category. The Superintendent will

1. Determine the category or categories of employment in which each teaching staff member has served by reference to positions held and qualifying certification.

2. Determine whether the member has earned tenure in the district and in the position in which the category falls, in accordance with N.J.S.A. 18A:28-6. Tenure is earned in the positions of Assistant Superintendent, School Business Administrator, Principal, Assistant Principal, Vice Principal, supervisor, educational services personnel, school nurse, and teacher.

3. Calculate length of service in each category within a tenured position in which the employee has earned tenure.
   a. Length of service may be expressed in calendar months and days or in calendar years and portions of years, to two decimal places.
   b. Length of service commences from the day on which the employee began service in the category and ends with the end of the current school year or, in the case of previously riffed employees, the day on which the employee’s district service was terminated.

4. Deduct from time of service in the category any periods of unpaid absence taken for any purpose other than study or research, except that the first thirty days, consecutive and aggregate, of such unpaid absence taken within any one school year will not be deducted.

5. Add periods of prior active military service, to a maximum of four years, to the member’s length of service in the first category of district employment. Each full year of military service equals one year of seniority; a fraction of a year, ten months or longer, equals one year of seniority for a ten month employee.

6. Enter the total amount of service for the member’s initial category of employment.

7. If the member has been transferred to a second category or successive categories, calculate the service time of each category in accordance with A1 through A4 and enter separately.
   a. Service in succeeding categories is included in the member’s seniority in each earlier category.
   b. Each seniority list must clearly indicate the category or categories in which the member has earned seniority and the total accrued time in each.

B. RIF Procedures

1. Determine the category or categories of employment to be reduced in number in a reduction in force.
2. Transfer or dismiss non-tenured teaching staff members in the reduced category, in accordance with Board Policy #3146 – Conduct of Reduction in Force.

3. If no non-tenured member remains in the category, the least senior tenured member shall be transferred to a previous seniority category in the same tenure position over a non-tenured member or a less senior member in that category.

4. If there are no positions within his/her seniority categories in the same tenure position to which the member may be transferred, the member shall be transferred to a position outside his/her seniority categories but within the same tenure position, provided the member is appropriately certified for the position and the position is held by a non-tenured employee.

5. If there are no positions to which he/she can be transferred by right of seniority or tenure in the same tenure position, the member shall revert in reverse chronological order to each seniority category and tenure position in which he/she was previously employed in the district, in accordance with the procedure set forth in B3 through B4 above.

6. When there are no positions which the tenured member affected by a reduction in staff can claim over other tenured employees by superior seniority or over non-tenured employees by tenure, he/she shall be dismissed, shall receive sixty days notice of such dismissal or pay in lieu thereof, and shall be placed on a preferred eligible list for each category in which he/she was employed by the district.

Adopted: August 18, 2009
3150 – Discipline

The Board of Education directs all teaching staff members to observe statutes of the State of New Jersey, rules of the State Board of Education, policies of this Board, and duly promulgated administrative rules and regulations governing staff conduct. Violations of those statutes, rules, policies and regulations will be subject to discipline.

The Superintendent shall deal with disciplinary matters on a case by case basis. Discipline measures will include verbal and written warnings as appropriate and will provide, wherever possible, for progressive penalties for repeated violations. Penalties may include suspension, withholding one or more increments, and dismissal.

In the event disciplinary action is contemplated, notice will be given to the teaching staff member in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based; the text of the statute, policy, or rule that the member is alleged to have violated; a date when the member may be heard and the administrator who will hear the matter; and the penalty that may be imposed. The Superintendent will inform the Board about any disciplinary action taken.

Legal References
N.J.S.A. 34:13A-1 et seq.; 34:19-1

Adopted: August 18, 2009
3152 – Withholding an Increment

Salary guide and annual adjustment increments are not automatically granted and must be earned by satisfactory performance. Increment advancement requires favorable evaluations of the employee’s performance of assigned duties, a satisfactory attendance record, and adherence to the rules of this district and high standards of professional conduct. Increment advancements are contractually agreed upon.

The Board of Education may determine, by recorded roll call majority vote of the full membership and at any time prior to the commencement of the school year or contract year in which the employee’s salary will vest, to withhold any or all of the increments indicated by the salary guide or by Board policy. In no case will the Board withhold a portion of an increment.

The Board shall, within ten days of its formal action to withhold an increment, give written notice to the affected employee of both the action and the reason or reasons for which it was taken.

The purpose of the Board in withholding increments is to improve the educational program by encouraging the highest possible professional performance of its employees. Accordingly, all reasonable efforts will be made to inform employees of any deficiencies that may result in the withholding of an increment and to assist them in the correction of those deficiencies.

An increment withheld may be restored only by action of the Board. Nothing in this Policy shall limit the right of a successor Board to restore an employee from whom an increment or increments have been withheld to that place on the salary guide he/she would have achieved had the increment or increments not been withheld.

Legal References
N.J.A.C. 6A:3-4.1

Adopted: August 18, 2009
All certificate holders will report their arrest or indictment for any crime or offense to the Superintendent within fourteen (14) calendar days of the arrest or indictment in accordance with the provisions of N.J.A.C. 6A:9B-4.3. For purposes of this Policy, “certificate holders” will include all individuals who hold certificates, credentials, certificates of eligibility (CEs), and certificates of eligibility with advance standing (CEASs) issued by the State Board of Examiners. For purposes of this Policy, the term “certificate” will include all standard, emergency and provisional certificates, all credentials, and all CEs and CEASs issued by the State Board of Examiners.

The report submitted to the Superintendent will include the date of arrest or indictment and charge(s) lodged against the certificate holder. Such certificate holders will also report to the Superintendent the disposition of any charges within seven calendar days of the disposition. Failure to comply with these reporting requirements may be deemed “just cause” for revocation or suspension of certification pursuant to N.J.A.C. 6A:9B-4.4. The school district will make these reporting requirements known to all new employees upon initial employment and to all employees on an annual basis.

The Superintendent will notify the New Jersey State Board of Examiners when:

1. Tenured teaching staff members who are accused of criminal offenses or unbecoming conduct resign or retire from their positions;
2. Non-tenured teaching staff members, including substitute teachers, who are accused of criminal offenses or unbecoming conduct resign, retire, or are removed from their positions;
3. A certificate holder fails to maintain any license, certificate, or authorization that is mandated pursuant to N.J.A.C. 6A:9B for the holder to serve in a position;
4. The Superintendent becomes aware that a certificate holder has been convicted of a crime or criminal offense while in the district’s employ; or
5. The Superintendent has received a report from the Department of Children and Families substantiating allegations of abuse or neglect or establishing “concerns” regarding a certificated teaching staff member.

In the event the New Jersey State Board of Examiners issues an order to show cause based on the information that the school district provided about the certificate holder, it will be the responsibility of the school district to cooperate with the Board of Examiners in any proceeding arising from the order to show cause.

The Superintendent will also notify the New Jersey State Board of Examiners, in accordance with the provisions of N.J.S.A. 18A:16-1.3, whenever a non-tenured, certificated employee is dismissed prior to the end of the school year for just cause as a result of misconduct in office. This notification requirement will not apply in instances where the employee’s contract is not renewed. The Superintendent will comply with the additional notice requirements to the New Jersey State Board of
Examiners in the event it is subsequently determined by disciplinary grievance arbitration, a court, or an administrative tribunal of competent jurisdiction that the basis for the dismissal did not constitute misconduct in office. In addition, whenever the Superintendent notifies the New Jersey State Board of Examiners of an employee’s dismissal for reasons of misconduct in accordance with the provisions of N.J.S.A. 18A:16-1.3, the employee will receive a simultaneous copy of the notifying correspondence.

Legal References
N.J.A.C. 6A:9B-4.3; 6A:9B-4.4

Adopted: November 10, 2009
Revised: August 9, 2016
The Board of Education requires each candidate for employment who receives a conditional offer of employment to undergo a physical examination to determine whether the candidate is able to perform with reasonable accommodation job-related functions pursuant to P.L. 101-336, Americans with Disabilities Act of 1990 (ADA).

If upon completing an examination it is determined a candidate for employment who received a conditional offer of employment is unable to perform with reasonable accommodation job-related functions pursuant to the provisions of the ADA, the conditional offer of employment will be rescinded either by the Superintendent, if the Board has not yet approved the appointment, or by the Board, if the Board had approved the appointment at a Board meeting.

The physical examination will include, but is not limited to, a health history to include past serious illnesses and injuries; current health problems; allergies; and a record of immunizations. The physical examination will also include a health screening to include, but not limited to: height and weight; blood pressure; pulse and respiratory rate; vision screening; and hearing screening.

Pursuant to N.J.S.A. 18A:16-3, the Board will bear the cost of physical examinations required by this Policy conducted by a physician or institution designated by the Board. However, the candidate will bear the cost if the examination is performed by a physician or institution designated by the candidate with approval of the Board. In the event the Board approves the physician or institution designated by the candidate to complete an examination required by this Policy, the candidate will be provided with the detailed requirements of the examination.

School employee physicals, examinations, and/or annual medical updates do not require screening or disclosure of HIV status.

A Mantoux tuberculosis test will be given to all student teachers, school bus drivers on contract with the district, and contractors or volunteers who have contact with students.

All staff members’ medical and health records, including computerized records, will be secured, stored, and maintained separately from other personnel files. The information contained in medical records will be kept confidential. Only the staff member, the Superintendent, and the school physician will have access to medical information regarding an individual employee. Health records may be shared only with authorized individuals in accordance with N.J.S.A. 18A:16-5. The staff member may provide health-status information, including medications that may be of value to medical personnel in the event of an emergency requiring treatment. In such instances, the staff member may also choose to share with the staff member’s Building Principal and, if desired, with the certified school nurse, information regarding current health status to assure ready access in a medical.

Additional individual psychiatric or physical examinations of any staff member may be required by the Board whenever, in the judgment of the Board, a staff member shows evidence of deviation from normal physical or mental health. Any additional individual examinations will be pursuant to the requirements of N.J.A.C. 6A:32-6.3. Additional examinations and/or certifications may be required to
verify fitness in accordance with Board Policy #3161 – Examination for Cause or disability in accordance with Board Policy #3425 – Work-Related Disability Pay and Board Policy #3435 – Anticipated Disability.

Legal References
42 U.S.C.A. 12101

Adopted: August 18, 2009
Revised: April 25, 2017
A. Definitions

1. “Employee” or “staff member” means the holder of any full-time or part-time position of employment.

2. “Health history” means the record of a person’s past health events obtained in writing, completed by the individual or their physician.

3. “Health screening” means the use of one or more diagnostic tools to test a person for the presence or precursors of a particular disease.

4. “Physical examination” means the assessment of an individual’s health by a professional licensed to practice medicine or osteopathy, or by an advanced practice nurse or physician assistant.

5. “Physician assistant” means a health care professional licensed to practice medicine with physician supervision.

B. Physical Examinations – Candidates for Employment Who Have Received a Conditional Offer of Employment

1. Candidates for employment who have received a conditional offer of employment will be required to undergo a physical examination. The physical examination will include, but is not limited to, a health history and health screenings to determine whether the candidate is able to perform with reasonable accommodation job-related functions pursuant to P.L. 101-336, Americans with Disabilities Act of 1990 (ADA). The candidate for employment will be provided the Board’s requirements for the physical examination.

   a. A health history will include, but is not limited to, the candidate’s:
      
      Past serious illnesses and injuries;
      
      (1) Current health problems;
      
      (2) Allergies; and
      
      (3) A record of immunizations.

   b. A health screening will include, but is not limited to:

      (1) Height;
      
      (2) Weight;
      
      (3) Blood pressure;
      
      (4) Pulse and respiratory rate;
      
      (5) Vision screening; and
      
      (6) Hearing screening.
C. Medical Requirements on Employment

1. A Mantoux tuberculosis test will be given on employment of all newly hired staff members (full-time and part-time), and to all student teachers, school bus drivers on contract with the district, and to contractors or volunteers who have contact with students. Tuberculosis testing is not required for volunteers working with students less than twenty hours per month.

   a. Tuberculosis testing is not required:
      (1) For new staff members, student teachers, and contractors of the school district with a documented negative tuberculosis test result in the last six months or a documented positive tuberculosis test, regardless of when this test was done; or
      (2) For a school district staff member transferring between school districts or from a non-public school within New Jersey with a documented tuberculosis test result upon his/her initial employment by a New Jersey school.

   b. Staff members, student teachers, contractors or volunteers who have contact with students and claim a religious exemption cannot be compelled to submit to tuberculosis testing. In these instances, a symptom assessment must be done (TB-8 Form). If TB-like symptoms are reported, a physician must document that the staff member, student teacher, contractor, or volunteer does not have an active disease.
      (1) The school district shall determine the criteria essential to document a valid religious exemption.

   c. Procedures for the administration of the Mantoux tuberculosis test, interpretation of reactions, follow-up procedures, and reporting will be conducted in accordance with the guidelines and requirements of the New Jersey Department of Health.

2. An individual teaching staff member may provide health status information, including medications, that may be of value to medical personnel in the event of an emergency requiring treatment. In such cases, the staff member may also choose to share with the Building Principal and, if desired, with the certified school nurse, information regarding current health status to assure ready access in a medical emergency.

D. Health Records

1. All health records of candidates for employment who have received a conditional offer of employment and of current employees, including computerized records, will be secured, stored, and maintained separately from other personnel files.

2. Health records may be shared only with authorized individuals in accordance with N.J.S.A. 18A:16-5.

E. Employees’ Physical Examination and Medical Updates

1. School employee physicals, examinations and/or annual medical updates will not require disclosure of HIV status.
F. Review of Examinations and Assessments

1. The results of the physical examination of a candidate for employment who has received a conditional offer of employment will be reviewed by the school physician, who, in consultation with the Superintendent, will determine the candidate’s physical and mental fitness to function with reasonable accommodation in the position for which he/she has made application. That determination will be made a part of the candidate’s application.


1. All candidates for employment who receive a conditional offer of employment will be informed by the district that:
   a. An offer of employment by the Superintendent (or designee) is conditional upon completion of the Board’s required physical examinations and assessments;
   c. The required examinations and assessments will be used to determine the candidate’s ability to perform with reasonable accommodations job-related functions pursuant to ADA; and
   d. If it is determined upon completing the examination(s) or assessment(s) the candidate is unable to perform with reasonable accommodations job-related functions pursuant to the provisions of the ADA, the conditional offer of employment will be rescinded either by the Superintendent if the Board has not yet approved the appointment or by the Board, if the Board had approved the appointment at a Board meeting.

Adopted: August 18, 2009
Revised: April 25, 2017
3161 – Examination for Cause

The Board of Education may, in accordance with law, require the psychiatric or physical examination of any teaching staff member who shows evidence of deviation from normal physical or mental health.

The Superintendent shall recommend to the Board the examination of any teaching staff member whose physical or mental conditions so depart from normal health as to adversely affect the performance of the member’s duties. Any such recommendation must be accompanied by competent evidence. If the Board determines that deviation from normal health has been demonstrated, it may require that the member submit to a physical or mental examination. A Rice notice to the employee is required if the Superintendent discusses this matter with the Board in executive session.

A requirement for physical or mental examination shall be made known to the employee by written notice setting forth the nature of the examination required, the reasons for the requirement, and a statement offering the member the opportunity to appear before the Board to explain or refute those reasons, provided any such hearing is requested in writing within five working days of the receipt of the notice.

A teaching staff member who fails to request an appearance before the Board within the time permitted or, having appeared before the Board, fails to persuade the Board that he/she should not be required to submit to the required examination shall be ordered to submit to an appropriate examination by a physician or institution designated by the Board and at the Board’s expense.

The teaching staff member may, at his/her option, submit names of physicians or institutions to the Board for consideration to complete the appropriate examination(s). The Board is not required to designate a physician or institution submitted for consideration by the teaching staff member, but the Board will not act unreasonably in withholding its approval of a physician or institution submitted by a teaching staff member. The cost of the examination will be borne by the Board if the Board designates a physician or institution from the names submitted from the teaching staff member.

If the teaching staff member’s request is denied, or if the teaching staff member does not request the Board to consider a physician or institution, the staff member may elect to submit to an appropriate examination conducted by a physician or institution of the teaching staff member’s own choosing and at his/her expense, provided the physician or institution so chosen is approved by the Board, pursuant to N.J.S.A. 18A:16-3, and is authorized and directed by the member to report the results of the examination to the Board.

If the results of the examination show mental abnormality or communicable disease, the teaching staff member shall be placed on sick leave and compensated in accordance with his/her sick leave entitlement, if any, until proof of recovery, satisfactory to the Board, is furnished. No leave of absence granted under this Policy shall exceed the term of the contract of a non-tenured teaching staff member or a period of two years in the case of a tenured teaching staff member.
A teaching staff member who refuses to submit to the examination required by the Board and has exhausted the hearing procedures established by law and this Policy shall be subject to discipline, which may include the certification of tenure charges to the Commissioner of Education.

**Legal References**

- 42 U.S.C.A. 12101
- N.J.A.C. 6A:32-6.3

Adopted: August 18, 2009
3211 – Code of Ethics

The Board of Education endorses the code of ethics for professional educators published by the National Education Association.

Preamble

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nature of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one’s colleagues, of pupils, of parent(s) or legal guardian(s), and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge conduct.

The remedies specified by the NEA and/or its affiliates for the violation of any provision of this Code shall be exclusive and no such provision shall be enforceable in any form other than one specifically designated by the NEA or its affiliates.

Principle I -- Commitment to the Pupil

The educator strives to help each pupil realize his/her potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the pupil, the educator:

1. Shall not unreasonably restrain the pupil from independent action in the pursuit of learning;
2. Shall not unreasonably deny the pupil access to varying points of view;
3. Shall not deliberately suppress or distort subject matter relevant to the pupil’s progress;
4. Shall make reasonable effort to protect the pupil from conditions harmful to learning or to health and safety;
5. Shall not intentionally expose the pupil to embarrassment or disparagement;
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly:
   a. Exclude any pupil from participation in any program;
   b. Deny benefits to any pupil; or
   c. Grant any advantage to any pupil;
7. Shall not use professional relationships with pupils for private advantage; and
8. Shall not disclose information about pupils obtained in the course of professional service, unless disclosure serves a compelling professional purpose or is required by law.

**Principle II -- Commitment to the Profession**

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards to promote a climate that encourages the exercise of professional judgment, to achieve conditions which attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator:

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications;
2. Shall not misrepresent his/her professional qualifications;
3. Shall not assist entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute;
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position;
5. Shall not assist a non educator in the unauthorized practice of teaching;
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law;
7. Shall not knowingly make false or malicious statements about a colleague; and
8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or actions.

Adopted: August 18, 2009
3211.03 – Consulting Outside the District

The Board of Education recognizes that teaching staff members will have expertise and knowledge in areas that other school districts, agencies, and other entities may desire. Recognizing that the school district will request the expertise from teaching staff members from other school districts, agencies and other entities, the Board supports sharing of its teaching staff members with other school districts, agencies, and other entities to the extent it does not interfere with the efficient operation of the school district.

The Superintendent may recommend to the Board a teaching staff member’s attendance in another school district, agency or other entity without additional remuneration to the teaching staff member or school district, upon a written request from the agency or from the teaching staff member. The Board will be informed of any unpaid “consulting” that is done at the discretion of the Superintendent.

The Board of Education recognizes teaching staff members will have expertise and knowledge in areas that other school districts, public and private agencies, and private business organizations may desire to compensate as a paid consultant. When a teaching staff member serves as a paid consultant, the teaching staff member is not permitted to use normal work hours for any paid consulting activities. The teaching staff member must complete any paid consulting activities on their own time to include personal days, evenings, weekends, and/or school holidays. Teaching staff members may not use school district facilities and/or equipment for paid consulting activities.


Legal References


Adopted: August 18, 2009
R3211.03 – Consulting Outside the District

The Board of Education recognizes that teaching staff members will have expertise and knowledge in areas that other school districts, agencies, private business organizations and other entities may desire. Recognizing that the school district will request the expertise from teaching staff members from other school districts, agencies, private business organizations and other entities the Board supports sharing of its teaching staff members with other school districts and agencies to the extent it does not interfere with the efficient operation of the school district.

A. Definitions

1. Agency – A public or private agency requesting the services of the school district’s teaching staff member.

2. Other school districts – A school district other than the school district that employs the teaching staff member, including all supervisory and administrative personnel.

3. Out-of-pocket expenses – Expenses that provide reimbursement for such items as travel, lodging, meal expenses, parking, copy costs, and supply costs.

4. Remuneration – Any compensation, including, but not limited to, a paid stipend, an hourly fee, a per day fee, and/or any benefit conferred upon the teaching staff member, except out-of-pocket expenses.

5. Staff member – A contracted member of the school district’s teaching staff, including all supervisory and administrative personnel.

B. Procedure – Consulting For No Additional Remuneration

1. The teaching staff member or the agency requesting the expertise and knowledge of the teaching staff member must submit a written request to the Superintendent or designee. The written request must include the following:
   a. The date(s) the teaching staff member will be away from the district;
   b. The time of day the teaching staff members will be away from the school district;
   c. Any out-of-pocket costs to the school district;
   d. Any reimbursements that the teaching staff member is entitled to from the other school district or agency;
   e. The specific services requested of the teaching staff member; and
   f. The location where the services will be provided.

2. The Superintendent or designee will evaluate the request to be approved based on the criteria above along with any existing or potential relationships with the other school district for reciprocal services, a reduction in the future or existing cost of services to the school district, the teaching staff member’s attendance record and the impact of the teaching staff member being out of the school district for the requested time.
3. The Superintendent or designee will determine and recommend each request on a case by case basis and the decision is final. The Superintendent may require the other district or agency to pay the cost of any substitute personnel related to the request.

4. If deemed to be in the best interest of the school district, the Superintendent may approve the request.

5. The Superintendent’s approval will permit the teaching staff member’s consulting activity attendance and the teaching staff member will receive credit as a regular workday. There shall be no overtime, extra-pay or additional time-off granted to the teaching staff member.

6. The teaching staff member must normally complete any paid consulting activities on his/her own time which would include vacation days, evenings, weekends, and/or school holidays. The teaching staff member may be granted an unpaid leave of absence to perform the consulting activity when such leave is recommended by the Superintendent and approved by the Board.

7. The Superintendent will inform the Board of all approved consulting activities, including the costs and benefits.

C. Reporting Activities


Adopted: August 18, 2009
3212 – Attendance

The regular and prompt attendance of teaching staff members is an essential element in the efficient operation of the school district and the effective conduct of the educational program. Teaching Staff member disrupts the educational program and the Board of Education considers conscientious attendance an important component of a teaching staff member’s job performance.

A teaching staff member who fails to give prompt notice of an absence, misuses sick leave, fails to verify an absence in accordance with Board policy, falsifies the reason for an absence, is absent without authorization, is repeatedly tardy, or accumulates an excessive number of absences may be subject to appropriate consequences, which may include the withholding of salary increments, dismissal and/or certification of tenure charges.

In accordance with N.J.S.A. 18A:30-1, sick leave is defined to mean the absence from work because of a personal disability due to injury or illness or because the staff member has been excluded from school by the school medical authorities on account of contagious disease or of being quarantined for such a disease in the staff member’s immediate household. No teaching staff member will be discouraged from the prudent, necessary use of sick leave and any other leave provided for in the collective bargaining agreement negotiated with the member’s majority representative, in an individual contract, or provided in the policies of the Board. In accordance with N.J.S.A. 18A:30-4, the Superintendent or Board of Education may require a physician’s certificate to be filed with the Secretary of the Board to obtain sick leave.

The Superintendent, in consultation with administrative staff members, will review the rate of absence among the teaching staff members. The review will include the collection and analysis of attendance data, the training of teaching staff members in their attendance responsibilities, and the counseling of teaching staff members for whom regular and prompt attendance is a problem.

Legal References


Adopted: August 18, 2009
Revised: June 9, 2015
R3212 – Professional Staff Attendance Review and Improvement Plan

A. Review of Attendance Data

1. A record shall be kept of the attendance of each teaching staff member, including teachers, educational services personnel, and administrators. Any absence, for part or all of a school day, shall be recorded along with the reason for the absence. The record will distinguish sick leave, professional days, unpaid leaves of absence, personal leave, and other approved leaves. The employee’s attendance record will include notation of verification of an absence where such verification is required by Board Policy #3432 – Sick Leave. The employee’s rate of absence shall be calculated every pay period and entered on his/her attendance record. An employee’s attendance record shall be part of the employee’s personnel file. At the end of the school year the teaching staff member must sign their attendance record certifying that it is correct.

2. At the end of each year, a cumulative attendance record shall be assembled for each school and for the district.

3. An attendance summary shall be prepared from the cumulative attendance record. The attendance summary shall show the rate of absence for each school and for the district. The attendance summary shall be posted in each school of the district.

4. A record shall be made of the appointment of substitutes for absent employees and the wages paid to substitutes.

B. Attendance Improvement Plan

1. Planning

   The Superintendent will meet with Building Principals and appropriate administrators to discuss the attendance summary. The attendance summary shall be analyzed for patterns of absence, such as excessive absenteeism in a given school or work place, among certain groups of employees, for certain specific causes, or on certain days of the week, month, or year. Specific strategies for reducing the rate of absence shall be developed.

2. Implementation

   a. The Building Principal shall be responsible for implementing the district’s plan for the improvement of professional staff member attendance in his/her school building.

   b. The Principal shall encourage the regular attendance of the teaching staff members in his/her building. He/she shall maintain contact with absent employees and confer personally with each employee who returns from an absence of any duration, impressing upon employees the district’s concern for their health and well-being. The Principal shall, by appropriate means, recognize teaching staff members whose attendance is exemplary.
c. The Principal shall incorporate, and shall direct other supervisors to incorporate, a teaching staff member’s attendance record in his/her evaluation.
d. The Principal may require teachers to evaluate the work done by substitutes in their absence.
e. The Principal shall report to the Superintendent any teaching staff member whom he/she suspects of misusing sick leave or falsifying the reasons for absence.

3. In-service Training

The Principal shall meet with the teaching staff members assigned to his/her building at the beginning of each school year to inform employees of Board policy and district regulations on attendance, to familiarize employees with the forms to be used in reporting and verifying absences, to review with employees the cost of absenteeism to the district and the value of accumulated sick leave to the employee, and to acquaint employees with the degree to which attendance will affect evaluation reports.

4. Counseling

a. The Building Principal may, in his/her discretion, call a conference with a teaching staff member where the number and/or pattern of the members absences or the reasons offered for the member’s absences indicate a misunderstanding of the teaching staff member’s responsibility to the school district or the possible misuse of the privilege of paid leave.
b. Prior to the giving of any admonition or reprimand or imposition of discipline of any kind, the Principal shall determine the nature of the absences and consider any extenuating circumstances.
c. A written report of any attendance conference shall be prepared and retained with the teaching staff member’s evaluations. The member shall, in accordance with Board policy on teaching staff member evaluation, be permitted to examine the report and affix his/her comments, if any, to the report.

Adopted: August 18, 2009
3214 – Conflict of Interest

No teaching staff member of the Board of Education shall have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity which is in conflict with the proper discharge of the teaching staff member’s duties.

No teaching staff member shall use or attempt to use his/her position to secure unwarranted privileges or advantages.

No teaching staff member of the Board shall act in his/her official capacity in any matter wherein he/she has a direct or indirect personal financial interest.

No teaching staff member of the Board shall accept any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the teaching staff member in the discharge of his/her duties.

The Board of Education discourages the presentation of gifts to teaching staff members by pupils and their parent(s) or legal guardian(s), because it may embarrass pupils with limited means and give the appearance of currying favor.

The Board directs that teaching staff members instruct their pupils to express their appreciation by means other than gifts.

Teaching staff members may receive gifts of only nominal value from pupils or their parent(s) or legal guardian(s).

Legal References


Adopted: August 18, 2009
The Board of Education believes that the appearance and dress of teaching staff members is an important component of the educational program of this school district. The attitude of teaching staff members about their professional responsibilities and the importance of education in the lives of their pupils are reflected in their dress and appearance. Accordingly, to create an atmosphere of respect for teachers and an environment conducive to discipline and learning, the Board establishes the following rules for the dress of teaching staff members in the performance of their professional duties:

1. Female teaching staff members may wear dresses, skirt or pant suits, or skirts (but no jean/denim skirts or jackets) or pants with blouses or sweaters (golf/polo-type shirts with collars may be worn if they are tucked in);

2. Male teaching staff members may wear suits or slacks with or without jackets; male teaching staff members must wear a dress shirt with necktie or a turtleneck shirt or sweater with a jacket (tucked in golf/polo-type shirts with collars may be worn), jeans are not permitted;

3. Teaching staff members should not wear sneakers, running shoes, hiking boots, or any footwear prohibited in the pupil dress code (Board Policy #5511 – Dress and Grooming).

4. The clothing and appearance of all teaching staff members shall be clean and neat;

5. No clothing may be worn that constitutes a danger to health or safety to the wearer or to others, and no clothing may be worn that interferes with the instructional program;

6. Because they are held to a higher standard, teaching staff members must also adhere to the pupil dress code (Board Policy #5511 – Dress and Grooming).

7. A teaching staff member may request a waiver of this dress code for the performance of particular duties or for medical reasons; such waivers may be granted by the Building Principal;

8. The Building Principal or the teaching staff member’s supervisor, as appropriate, shall determine whether a violation of this dress code has occurred and shall discuss the violation with the teaching staff member concerned. Where a single violation so warrants or violations recur, the Principal or supervisor may enter a reprimand in the teaching staff member’s file and may recommend more stringent disciplinary measures.

Legal References

Adopted: August 18, 2009
Revised: October 13, 2009
3217 – Use of Corporal Punishment

The Board of Education cannot condone an employee’s resort to force or fear in the treatment of pupils, even those pupils whose conduct appears to be open defiance of authority. Each pupil is protected by law from bodily harm and from offensive bodily touching.

Teaching staff members shall not use physical force or the threat of physical force to maintain discipline or compel obedience except as permitted by law, but may remove pupils from the classroom or school by the lawful procedures established for the suspension and expulsion of pupils.

A teaching staff member who:

1. Uses force or fear to discipline a pupil except as such force or fear may be necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil, to act in self-defense, or to protect persons or property;
2. Touches a pupil in an offensive way even though no physical harm is intended;
3. Permits pupils to harm one another by fighting; or
4. Punishes pupils by means that are cruel or unusual;

will be subject to discipline by this Board and may be dismissed.

Legal References

Adopted: August 18, 2009
The Board of Education recognizes a teaching staff member who reports to work under the influence of drugs or alcohol poses a significant threat to their health, safety, and welfare and the health, safety, and welfare of others, including students and other staff members. The Board strongly advises any teaching staff member that has a dependency on a substance as defined in this Policy to seek appropriate treatment. The Board has an obligation and the right to maintain a safe and healthy work environment and adopts this Policy as an important component toward maintaining a safe environment in the school district. A teaching staff member is prohibited from possession, use, distribution, or being under the influence of any substance during work hours or at a school-sponsored function where the teaching staff member has been assigned job responsibilities.

For the purposes of this Policy, “substance” or “substances” means alcoholic beverages, any controlled dangerous substances, including anabolic steroids as defined in N.J.S.A. 24:21-2 and N.J.S.A. 2C:35-2, or any chemical or chemical compound which releases vapors or fumes causing a condition of intoxication, inebriation, excitement, stupefaction, or dulling of the brain or nervous system, including, but not limited to, glue containing a solvent having the property of releasing toxic vapors or fumes as defined in N.J.S.A. 2C:35-10.4, and over-the-counter and prescription medications that are improperly used to cause intoxication, inebriation, excitement, stupefaction, or dulling of the brain or nervous system.

Any teaching staff member who reports to work or attends a school-sponsored function where the teaching staff member has assigned job responsibilities under the influence of or in possession of any substance will be subject to appropriate discipline, which may include termination of a non-tenured teaching staff member or the filing of tenure charges for a tenured teaching staff member in accordance with law.

A teaching staff member will be required to submit to an immediate medical examination to include a substance test if the Building Principal (or designee) has reasonable suspicion to believe a teaching staff member is under the influence of a substance during work hours or at a school-sponsored function where the teaching staff member has been assigned job responsibilities. Refusal of a teaching staff member to consent to the medical examination and substance test will be determined to be a positive result.

In the event a teaching staff member’s medical examination and substance test results are negative for a substance, any documents or records pertaining to the requirement for the examination and test and results will not be maintained by the school district. Any required examination and testing will be paid for by the Board. The teaching staff member will be afforded the opportunity to have any test results confirmed using acceptable test confirmation practices. This confirming test will be paid for by the teaching staff member.

In accordance with the requirements of N.J.A.C. 6A:16-6.3(a), any teaching staff member who, in the course of their employment, has reason to believe a school staff member has unlawfully possessed or in any way been involved in the distribution of a controlled dangerous substance, including anabolic
steroids, or drug paraphernalia will report the matter as soon as possible to the Building Principal, or in the absence of the Building Principal, to the staff member responsible at the time of the alleged violation. Either the Building Principal or the staff member will notify the Superintendent who will notify, as soon as possible, the County Prosecutor or other law enforcement official designated by the County Prosecutor to receive such information. The Superintendent (or designee) will provide to the County Prosecutor (or designee) all known information concerning the matter, including the identity of the staff member involved.

In accordance with the provisions of N.J.A.C. 6A:16-6.3(a), the Superintendent (or designee) will not disclose the identity of a teaching staff member who has voluntarily sought and participated in an appropriate treatment or counseling program for an alcohol or drug abuse problem, provided the teaching staff member is not reasonably believed to be involved or implicated in drug-distribution activities. An admission by a teaching staff member in response to questioning initiated by the Building Principal (or designee) or following the discovery by the Building Principal (or designee) of a controlled dangerous substance, including anabolic steroids, or drug paraphernalia, will not constitute a voluntary, self-initiated request for counseling and treatment.

Legal References
42 CFR Part 2
N.J.A.C. 6A:16-6.3; 6A:32-6.3

Adopted: August 18, 2009
Revised: June 9, 2015
R3218 – Substance Abuse (M)

A. Definition

1. “Building Principal (or designee)” means the teaching staff member’s Building Principal or a staff member designated by the Building Principal to be responsible at the time of the alleged violation or the teaching staff member’s supervisor or a staff member designated by the teaching staff member’s supervisor to be responsible at the time of the alleged violation.

2. “Substance” or “substances” means alcoholic beverages, any controlled dangerous substances, including anabolic steroids as defined in N.J.S.A. 24:21-2 and N.J.S.A. 2C:35-2, or any chemical or chemical compound which releases vapors or fumes causing a condition of intoxication, inebriation, excitement, stupefaction, or dulling of the brain or nervous system, including, but not limited to, glue containing a solvent having the property of releasing toxic vapors or fumes as defined in N.J.S.A. 2C:35-10.4, and over-the-counter and prescription medications that are improperly used to cause intoxication, inebriation, excitement, stupefaction, or dulling of the brain or nervous system.

3. “Substance test” means a test conducted by a State-licensed clinical laboratory using accepted substance use practices, accepted chain of custody procedures, and testing methodology recommended by the laboratory instrument’s manufacturer.

4. “Under the influence” means the presence of a substance as defined in Board Policy #3218 – Substance Abuse and this Regulation as confirmed in a medical examination and substance test.

B. Procedures to be Followed When a Teaching Staff Member is Suspected to be Under the Influence of a Substance

1. The following procedures will be used when a teaching staff member is suspected of being under the influence of a substance during work hours or at a school-sponsored function where the teaching staff member has been assigned job responsibilities.
   a. The Building Principal (or designee), upon receiving a report or information a teaching staff member may be under the influence of a substance during work hours or at a school-sponsored function where the teaching staff member has been assigned job responsibilities will:
      (1) Immediately notify the Superintendent;
      (2) Immediately meet with the teaching staff member;
         (a) The Building Principal (or designee) may include another staff member in this meeting; and
         (b) The teaching staff member suspected of being under the influence may include another staff member or a representative of their choice in this meeting.
b. The Building Principal (or designee) will present to the teaching staff member the report or information supporting the suspicion the teaching staff member may be under the influence of a substance.

c. The teaching staff member will be provided an opportunity to respond to the report or information presented by the Building Principal (or designee).

d. In the event the Building Principal (or designee) believes the teaching staff member may be under the influence of a substance after meeting with the teaching staff member, the Building Principal (or designee) will arrange for an immediate medical examination to include a substance test.

e. The teaching staff member will be transported to the examination and testing location by means of transportation approved by the Superintendent (or designee) and will be accompanied by the Building Principal (or designee).

f. The teaching staff member, prior to the medical examination and substance test, will be informed by the physician or the physician’s designee on the type of testing to be completed and the substances that will be tested.

g. The teaching staff member may, prior to being examined and tested, disclose to the physician any prescription medicine, over-the-counter medicine or supplements, or any other reason why the teaching staff member’s test results may be positive.

h. A teaching staff member’s refusal to be examined or tested in accordance with the provisions of Board Policy #3218 – Substance Abuse and this Regulation will be deemed as a positive test for substances.

2. The medical examination and substance test will be used by the physician to determine if the teaching staff member is under the influence of any substance as defined in Board Policy #3218 – Substance Abuse and this Regulation. The substance test procedures will provide for a confirming test using acceptable confirmation test procedures.

3. The physician will receive the results of the substance test within twenty-four hours of the test being administered. If the results of the substance test are not available within twenty-four hours, the physician will report the results to the Superintendent and the teaching staff member as soon as the test results are available.

4. If the physician determines, based upon the medical examination and the results of the substance test, that the teaching staff member was not under the influence of a substance during work hours or at a school-sponsored function where the teaching staff member was assigned job responsibilities, the physician will notify the Superintendent of such results and the teaching staff member will return to their position in the school district. Any records or documentation related to the incident will not be included in the teaching staff member’s personnel file.

5. If the physician determines, based upon the medical examination and the results of the substance test, that the teaching staff member was under the influence of a substance during work hours or at a school-sponsored function where the teaching staff member was assigned job responsibilities, the physician will:
a. Discuss the results of the examination and substance test with the teaching staff member and provide the teaching staff member an opportunity to present any medical or other reasons for the physician’s determination.

b. Provide the teaching staff member an opportunity to have the substance test results confirmed by a State-licensed clinical laboratory selected by the staff member and approved by the physician.

   (1) The physician will schedule and coordinate the confirming test procedures, including the acceptable time period for the confirming test to be conducted based on the existing test results, and the time in which a confirming test result would be valid.

   (2) The confirming substance test results must be provided to the physician within the time period required by the physician.

   (3) Any confirming test results provided to the physician not within the time period required by the physician will not be accepted and the teaching staff member will be determined to have waived their right to have a confirming substance test considered by the physician.

c. After completing the requirements in a. and b. above the physician will make a final determination whether the teaching staff member was under the influence of a substance during the work hours or at a school-sponsored function where the teaching staff member was assigned job responsibilities.

   (1) If the physician makes a final determination the teaching staff member was not under the influence during work hours or at a school-sponsored function where the teaching staff member was assigned job responsibilities, the physician will report these results to the Superintendent and the teaching staff member will return to their position in the school district and any records or documentation related to the incident will not be included in the teaching staff member’s personnel file.

   (2) If the physician makes a final determination the teaching staff member was under the influence during work hours or at a school-sponsored function where the teaching staff member was assigned job responsibilities, the physician will report these results to the Superintendent and the teaching staff member will be required to meet with the Superintendent.

C. Procedures to be Followed When a Teaching Staff Member is Determined to be Under the Influence of a Substance

1. Any teaching staff member who has been determined by the physician to be under the influence of a substance during work hours or at a school-sponsored function where the teaching staff member was assigned job responsibilities will be required to meet with the Superintendent.
a. The teaching staff member may include a staff member or a representative of their choice in this meeting.

2. The Superintendent will provide the teaching staff member an opportunity to respond to the physician’s determination.

3. A teaching staff member who has been determined to have been under the influence of a substance during work hours or at a school-sponsored function where the teaching staff member was assigned job responsibilities will be subject to appropriate discipline which may include termination of a non-tenured teaching staff member or the filing of tenure charges for a tenured teaching staff member.

Adopted: August 18, 2009
Revised: June 9, 2015
The Board of Education recognizes the importance of teacher effectiveness to further the development of a professional corps of educators and to increase student achievement. The Board of Education adopts this Board Policy and its associated Regulation #R3221 for the evaluation of teachers consistent with the Teacher Effectiveness and Accountability for the Children of New Jersey Act (TEACHNJ) and the AchieveNJ administrative codes. This Policy and Regulation #R3221 provide the provisions and requirements for teacher evaluations consistent with TEACHNJ and AchieveNJ.

For the purposes of this Policy and Regulation #R3221, “teacher” means a teaching staff member who holds the appropriate standard, provisional, or emergency instructional certificate issued by the Board of Examiners and is assigned a class roster of students for at least one particular course.

The rules in N.J.A.C. 6A:10 – Educator Effectiveness will not override any conflicting provision(s) of collective bargaining agreements or other employment contracts in effect on July 1, 2013 and no collective bargaining agreement entered into after July 1, 2013, will conflict with the educator evaluation system established pursuant to N.J.A.C. 6A:10-1.1 et seq. or any other specific statute or regulation, nor will topics subject to bargaining involve matters of educational policy or managerial prerogatives. All information contained in annual performance reports and all information collected, compiled, and/or maintained by employees for the evaluation process pursuant to N.J.A.C. 6A:10-1.1 et seq. will be confidential and will not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

The Board will annually adopt evaluation rubrics for teachers which will be submitted to the Commissioner by June 1st for approval by August 1st of each year. The evaluation rubrics will have four defined annual ratings: ineffective, partially effective, effective, and highly effective. The Board will meet the requirements as outlined in N.J.A.C. 6A:10-2.2(a) for the annual evaluation of teachers and will ensure the training procedures as outlined in N.J.A.C. 6A:10-2.2(b) are followed when implementing the evaluation rubrics for all teachers. A District Evaluation Advisory Committee will be established in accordance with the requirements of N.J.A.C. 6A:10-2.3.

The minimum requirements for the evaluation procedures for teachers as outlined in N.J.A.C. 6A:10-2.4 will be followed. For each teacher rated ineffective or partially effective on the annual summative evaluation rating, as measured by the evaluation rubrics, a corrective action plan will be developed in accordance with the provisions of N.J.A.C. 6A:10-2.5. A School Improvement Panel will be established in accordance with N.J.A.C. 6A:10-3.1 and with the responsibilities outlined in N.J.A.C. 6A:10-3.2.

The components of the teacher evaluation rubrics as described in N.J.A.C. 6A:10-4.1 will apply to teachers. Measures of student achievement, as outlined in N.J.A.C. 6A:10-4.2, will be used to determine impact on student learning. Teacher observations will be conducted in accordance with the provisions of N.J.A.C. 6A:10-4.4. Observers will conduct the observations pursuant to N.J.S.A. 18A:6-123.b.(8) and N.J.A.C. 6A:10-2.5 and 3.2, and they will be trained pursuant to N.J.A.C. 6A:10-2.2(b).
The teacher practice instrument approved by the Department of Education will meet the criteria as outlined in N.J.A.C. 6A:10-6.2.

The Superintendent will annually notify all teachers of the adopted evaluation policies and procedures/regulations no later than October 1st. If a teacher is hired after October 1st, the Superintendent will notify the teacher of the policies and procedures/regulations at the beginning of his/her employment. All teachers will be notified of amendments to the policy and procedures/regulations within ten (10) working days of adoption.

Legal References
N.J.A.C. 6A:10-1.1 through 1.4; 6A:10-2.1 through 2.5
N.J.A.C. 6A:10-3.1 and 3.2; N.J.A.C. 6A:10-4.1 through 4.4
N.J.A.C. 6A:10-6.1 and 6.2

Adopted: August 18, 2009
Revised: August 8, 2017
R3221 – Evaluation of Teachers (M)

A. Definitions – N.J.A.C. 6A:10-1.2

The following words and terms will have the following meanings when used in Board Policy #3221 – Evaluation of Teachers and this Regulation unless the context clearly indicates otherwise:

“Announced observation” means an observation in which the person conducting an observation for the purpose of evaluation will notify the teacher of the date and the class period the observation will be conducted.

“Annual performance report” means a written appraisal of the teacher’s performance prepared by the teacher’s designated supervisor based on the evaluation rubric for his/her position.

“Annual summative evaluation rating” means an annual evaluation rating that is based on appraisals of educator practice and student performance, and includes all measures captured in a teacher’s evaluation rubric. The four summative performance categories are ineffective, partially effective, effective, and highly effective.

“Calibration” in the context of educator evaluation means a process to monitor the competency of a trained evaluator to ensure the evaluator continues to apply an educator practice instrument accurately and consistently according to the standards and definitions of the specific instrument.

“Chief School Administrator” means the Superintendent or the Administrative Principal, if there is no Superintendent.

“Commissioner” means Commissioner of the New Jersey Department of Education.

“Co-observation” means two or more supervisors who are trained on the practice instrument who observe simultaneously, or at alternate times, the same lesson or portion of a lesson for the purpose of training.

“Corrective Action Plan” means a written plan developed by the designated supervisor in collaboration with the teacher to address deficiencies as outlined in an evaluation. The corrective action plan will include timelines for corrective action, responsibilities of the individual teacher and the school district for implementing the plan, and specific support that the district will provide as defined in N.J.S.A. 18A:6-119.

“Department” means the New Jersey Department of Education.

“Designated supervisor” means the supervisor designated by the Superintendent (or designee) as the teacher’s supervisor.

“District Evaluation Advisory Committee” means a group created to oversee and guide the planning and implementation of the Board of Education’s evaluation policies and procedures as set forth in N.J.A.C. 6A:10-2.3.
“Educator practice instrument” means an assessment tool that provides: scales or dimensions that capture competencies of professional performance; and differentiation of a range of professional performance as described by the scales, which must be shown in practice and/or research studies.

“Evaluation” means an appraisal of an individual’s professional performance in relation to his/her job description and professional standards based on, when applicable, the individual’s evaluation rubric.

“Evaluation rubric” means a set of criteria, measures, and processes used to evaluate all teachers in a specific school district or local education agency. Evaluation rubrics consist of measures of professional practice, based on educator practice instruments and student outcomes. Each Board of Education will have an evaluation rubric specifically for teachers, another specifically for Principals and Assistant Principals, and evaluation rubrics for other categories of teaching staff members.

“Indicators of student progress and growth” means the results of assessment(s) of students as defined in N.J.A.C. 6A:8, Standards and Assessment.


“Job description” means a written specification of the function of a position, duties and responsibilities, the extent and limits of authority, and work relationships within and outside the school and school district.

“Observation” means a method of collecting data on the performance of a teacher’s assigned duties and responsibilities. An observation for the purpose of evaluation will be included in the determination of the annual summative evaluation rating and will be conducted by an individual employed in the school district in a supervisory role and capacity and possessing a school administrator, Principal, or supervisor endorsement as defined in N.J.A.C. 6A:9-1.1.

“Post-observation conference” means a meeting, either in-person or remotely, between the supervisor who conducted the observation and the teacher for the purpose of evaluation to discuss the data collected in the observation.

“Scoring guide” means a set of rules or criteria used to evaluate a performance, product, or project. The purpose of a scoring guide is to provide a transparent and reliable evaluation process. Teacher practice instruments include a scoring guide that an evaluator uses to structure his/her assessments and ratings of professional practice.

“Semester” means half of the school year.

“Signed” means the name of one physically written by oneself or an electronic code, sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

“Student growth objective” means an academic goal that teachers and designated supervisors set for groups of students.
“Student growth percentile” means a specific metric for measuring individual student progress on Statewide assessments by tracking how much a student’s test scores have changed relative to other students Statewide with similar scores in previous years.

“Superintendent” means Superintendent or Chief School Administrator.

“Supervisor” means an appropriately certified teaching staff member, as defined in N.J.S.A. 18A:1-1, or Superintendent employed in the school district in a supervisory role and capacity, and possessing a school administrator, Principal, or supervisor endorsement as defined in N.J.A.C. 6A:9B-11.

“Teacher” means a teaching staff member who holds the appropriate standard, provisional, or emergency instructional certificate issued by the Board of Examiners and is assigned a class roster of students for at least one particular course.

“Teacher practice instrument” means an assessment tool that provides: scales or dimensions that capture competencies of professional performance; and differentiation of a range of professional performance as described by the scales, which must be shown in practice and/or research studies. The scores from the teacher practice instrument are components of the teacher’s evaluation rubrics and the scores are included in the summative evaluation rating for the individual.

“Unannounced observation” means an observation in which the person conducting an observation for the purpose of evaluation will not notify the teacher of the date or time the observation will be conducted.

B. Applicability of Rules on Collective Bargaining Agreements – N.J.A.C. 6A:10-1.3

The rules in N.J.A.C. 6A:10-1.1 et seq. will not override any conflicting provision(s) of collective bargaining agreements 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, will conflict with the educator evaluation system established pursuant to N.J.A.C. 6A:10-1.1 et seq. or any other specific statute or regulation, nor will topics subject to bargaining involve matters of educational policy or managerial prerogatives.

C. Educator Evaluation Data, Information, and Annual Reports – N.J.A.C. 6A:10-1.4

All information contained in 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., including, but not limited to, digital records, will be confidential. Such information will 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. will be construed to prohibit the Department or a school district from, at its discretion, collecting evaluation data pursuant to N.J.S.A. 18A:6-123.e or distributing aggregate statistics regarding evaluation data.
D. Evaluation of Teachers – N.J.A.C. 6A:10-2.1

1. The Board of Education annually will adopt evaluation rubrics for teachers. The evaluation rubrics will have four defined annual ratings: ineffective, partially effective, effective, and highly effective.


3. Evaluation rubrics will be submitted to the Commissioner by June 1st for approval by August 1st of each year.

E. Duties of the Board of Education – N.J.A.C. 6A:10-2.2

4. The Board of Education will meet the following requirements for the annual evaluation of teachers, unless otherwise specified:
   a. Establish a District Evaluation Advisory Committee to oversee and guide the planning and implementation of the Board of Education’s evaluation policies and procedures as set forth in N.J.A.C. 6A:10-1.1 et seq.;
   b. Annually adopt policies and procedures developed by the Superintendent pursuant to N.J.A.C. 6A:10-2.4, including the evaluation rubrics approved by the Commissioner pursuant to N.J.A.C. 6A:10-2.1(c);
      (1) The Superintendent will develop policies and procedures that, at a minimum, ensure student performance data on the Statewide assessment is, on receipt, promptly distributed or otherwise made available to teaching staff members who were primarily responsible for instructing the applicable students in the school year in which the assessment was taken, as well as to teaching staff members who are or will be primarily responsible for instructing the applicable students in the subsequent school year.
   c. Ensure the Superintendent annually notifies all teachers of the adopted evaluation policies and procedures no later than October 1st. If a teacher is hired after October 1st, the Board/Superintendent will notify the teacher of the policies and procedures at the beginning of his/her employment. All teachers will be notified of amendments to the policy and procedures within ten (10) working days of adoption;
   d. Annually adopt by June 1st, any Commissioner-approved teacher practice instruments and, as part of the process described at N.J.A.C. 6A:10-2.1(c), notify the Department which instruments will be used as part of the school district’s evaluation rubrics;
   e. Ensure the Principal of each school within the school district has established a School Improvement Panel pursuant to N.J.A.C. 6A:10-3.1. The panel will be established annually by August 31st and will carry out the duties and functions described in N.J.A.C. 6A:10-3.2.
f. Ensure data elements are collected and stored in an accessible and usable format. Data elements will include, but not be limited to, scores or evidence from observations for the purpose of evaluation and student growth objective data; and


5. The Board of Education will ensure the following training procedures are followed when implementing the evaluation rubric for all teachers and, when applicable, applying the Commissioner-approved educator practice instruments:

a. Annually provide training on and descriptions of each component of the evaluation rubric for all teachers who are being evaluated in the school district and provide more thorough training for any teacher who is being evaluated for the first time. Training will include detailed descriptions of all evaluation rubric components including, when applicable, detailed descriptions of student achievement measures and all aspects of the educator practice instruments;

b. Annually provide updates and refresher training for any supervisors who are conducting evaluations in the school district and more thorough training for any supervisor who will evaluate teachers for the first time. Training will be provided on each component of the evaluated teacher's evaluation rubric before the evaluation of a teacher;

c. Annually require each supervisor who will conduct observations for the purpose of evaluation of a teacher to complete at least two co-observations during the school year.

(1) Co-observers will use the co-observation to promote accuracy and consistency.

(2) A co-observation may count as one required observation for the purpose of evaluation pursuant to N.J.A.C. 6A:10-4.4, as long as the observer meets the requirements set forth in N.J.A.C. 6A:10-4.3 and 4.4, but the co-observation will not count as two or more required observations. If a co-observation counts as one required observation, the score will be determined by the teacher’s designated supervisor.

d. The Superintendent will annually certify to the Department that all supervisors of teachers in the school district who are utilizing evaluation rubrics have completed training on and demonstrated competency in applying the evaluation rubrics.

F. District Evaluation Advisory Committee – N.J.A.C. 6A:10-2.3

1. Members of the District Evaluation Advisory Committee will include representation from the following groups: teachers from each school level represented in the school district; central office administrators overseeing the teacher evaluation process; supervisors involved in teacher
evaluation, when available or appropriate; and administrators conducting evaluations, including
a minimum of one administrator conducting evaluations who participates on a School
Improvement Panel. Members also will include the Superintendent, a special education
administrator, a parent, and a member of the Board of Education.

2. The Superintendent may extend membership on the District Evaluation Advisory Committee to
representatives of other groups and to individuals.

3. Beginning in 2018-2019, the District Evaluation Advisory Committees will no longer be
required and the Board of Education will have the discretion to continue the District’s
Evaluation Advisory Committee.

G. Evaluation Procedures for Teachers – N.J.A.C. 6A:10-2.4

1. The provisions outlined in Board Policy #3221 – Evaluation of Teachers and this Regulation
and N.J.A.C. 6A:10-2.4 will be the minimum requirements for the evaluation of teachers.

2. Evaluation policies and procedures requiring the annual evaluation of all teachers will be
developed under the direction of the Superintendent, who may consult with the District
Evaluation Advisory Committee or representatives from School Improvement Panels, and will
include, but not be limited to, a description of:
   a. Roles and responsibilities for implementation of evaluation policies and procedures;
   b. Job descriptions, evaluation rubrics for teachers, the process for calculating the
      summative ratings and each component, and the evaluation regulations set forth in this
      N.J.A.C. 6A:10 et seq.;
   c. Methods of data collection and reporting appropriate to each job description, including,
      but not limited to, the process for student attrition to teachers, Principals, and Assistant
      Principals for calculating the median and school-wide student growth percentile;
   d. Processes for observations for the purpose of evaluation and post-observation
      conference(s) by a supervisor;
   e. The process for developing and scoring student growth objectives;
   f. The process for preparation of individual professional development plans; and
   g. The process for preparation of an annual written performance report by the teacher’s
      designated supervisor and an annual summary conference between the teacher and his/her
      designated supervisor.

3. The annual summary conference between designated supervisors and teachers will be held
before the annual performance report is filed. The conference will occur on or before June 30th
of each school year and will include, but not be limited to, a review of the following:
   a. The performance of the teacher based on the job description and the scores or evidence
      compiled using the teacher’s evaluation rubric, including, when applicable:
         (1) The teacher’s practice instrument; and
(2) Available indicators or student achievement measures such as student growth objective scores and student growth percentile scores.

b. The progress of the teacher toward meeting the goals of the individual professional development plan or, when applicable, the corrective action plan; and
c. The preliminary annual performance report.

4. If any scores for the teacher’s evaluation rubric are not available at the time of the annual summary conference due to pending assessment results, the annual summative evaluation rating will be calculated once all component ratings are available.

5. The annual performance report will be prepared by the teacher’s designated supervisor and will include, but not be limited to:

a. A summative rating based on the evaluation rubric, including, when applicable, a total score for each component as described in N.J.A.C. 6A:10-4;
b. Performance area(s) of strength and area(s) needing improvement based on the job description and components of the teacher’s evaluation rubric; and
c. The teacher’s individual professional development plan or corrective action plan from the evaluation year being reviewed in the report.

6. The teacher and the designated supervisor will sign the report within five (5) working days of the review.

7. The Board of Education will include all written performance reports and supporting data, including, but not limited to, written observation reports and additional components of the summative evaluation rating as part of the teacher’s personnel file, or in an alternative, confidential location. If reports and data are stored in an alternative location, the personnel file will clearly indicate the report’s location and how it can be easily accessed. The records will be confidential and will not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq.


1. For each teacher rated ineffective or partially effective on the annual summative evaluation rating, as measured by the evaluation rubrics, a corrective action plan will be developed by the teacher and the teacher’s designated supervisor. Even if the teacher does not agree with the corrective action plan’s content, the designated supervisor will make a final determination.

2. The corrective action plan will be developed and the teacher and his/her designated supervisor will meet to discuss the corrective action plan by October 30th of the school year following the year of evaluation except:

a. If the ineffective or partially effective summative evaluation rating is received after October 1st of the school year following the year of evaluation, a corrective action plan will be developed, and the teacher and his/her designated supervisor will meet to discuss the
corrective action plan within twenty-five (25) working days following the school district’s receipt of the teacher’s summative rating.

3. The content of the corrective action plan will replace the content of the individual professional development plan required pursuant to N.J.A.C. 6A:9C-4.3(a) and 4.4(a) and will:
   a. Address areas in need of improvement identified in the teacher evaluation rubric;
   b. Include specific, demonstrable goals for improvement;
   c. Include responsibilities of the evaluated employee and the school district for the plan’s implementation; and
   d. Include timelines for meeting the goal(s).

4. The teacher’s designated supervisor and the teacher on a corrective action plan will discuss the teacher’s progress toward the goals outlined in the corrective action plan during each required post-observation conference, pursuant to N.J.S.A. 18A:27-3.1 or N.J.A.C. 6A:10-4.4. The teacher and his/her designated supervisor may update the goals outlined in the corrective action plan to reflect any change(s) in the teacher’s progress, position, or role.

5. Progress toward the teacher’s goals outlined in the corrective action plan:
   a. Will be documented in the teacher’s personnel file and reviewed at the annual summary conference and the mid-year evaluation. Both the teacher on a corrective action plan and his/her designated supervisor may collect data and evidence to demonstrate the teacher’s progress toward his/her corrective action plan goals; and
   b. May be used as evidence in the teacher’s next annual summative evaluation; however, such progress will not guarantee an effective rating on the next summative evaluation.

6. Responsibilities of the evaluated teacher on a corrective action plan will not be exclusionary of other plans for improvement determined to be necessary by the teacher’s designated supervisor.

7. The School Improvement Panel will ensure teachers with a corrective action plan receive a mid-year evaluation as required by N.J.S.A. 18A:6-120.c. The mid-year evaluation will occur approximately midway between the development of the corrective action plan and the expected receipt of the next annual summative rating conference. The mid-year evaluation will include, at a minimum, a conference to discuss progress toward the teacher’s goals outlined in the corrective action plan. The mid-year evaluation conference may be combined with a post-observation conference.

8. The School Improvement Panel will ensure teachers with a corrective action plan receive one observation, including a post-observation conference, in addition to the observations required in N.J.A.C. 6A:10-4.4 for the purpose of evaluation as described in N.J.A.C. 6A:10-1.2 and 4.4(a).

9. Except where a school district employs only one administrator whose position requires a supervisor, principal, or school administrator endorsement, tenured teachers with a corrective action plan will be observed by multiple observers for the purpose of evaluation as described in N.J.A.C. 6A:10-4.4(c)4.
10. The corrective action plan will remain in effect until the teacher receives his/her next summative evaluation rating.

11. There will be no minimum number of teacher working days a teacher’s corrective action plan can be in place.

I. School Improvement Panel – N.J.A.C. 6A:10-3 et seq.

1. School Improvement Panel Membership – N.J.A.C. 6A:10-3.1
   a. The School Improvement Panel will include the Building Principal, an Assistant Principal (if applicable), and a teacher who is chosen in accordance with b. below by the Building Principal in consultation with the majority representative. If an Assistant Principal is not available to serve on the panel, the Building Principal will appoint an additional member who is employed in the district in a supervisory role and capacity, in accordance with N.J.S.A. 18A:6-120.a. The Building Principal may appoint additional members to the School Improvement Panel as long as all members meet the criteria outlined in this section and N.J.S.A. 18A:6-120.a and the teacher(s) on the panel represents at least one-third of its total membership.
   b. The Building Principal annually will choose the teacher(s) on the School Improvement Panel through the following process:
      (1) The teacher member will be a person with a demonstrated record of success in the classroom. A demonstrated record of success in the classroom means the teacher member will have been rated effective or highly effective in the most recent available annual summative rating.
      (2) The majority representative, in accordance with a. above, may submit to the Building Principal, teacher member nominees for consideration.
      (3) The Building Principal will have final decision making authority and is not bound by the majority representative’s list of nominees.
   c. The teacher member will serve a full school year, except in case of illness or authorized leave, but may not be appointed more than three consecutive school years.
   d. All members of the School Improvement Panel will be chosen by August 31st of each school year.

2. School Improvement Panel Responsibilities – N.J.A.C. 6A:10-3.2
   a. The School Improvement Panel will:
      (1) Oversee the mentoring of teachers according to N.J.A.C. 6A:9C-5.3(a)2 and support the implementation of the school district mentoring plan;
      (2) Conduct evaluations of teachers pursuant to N.J.A.C. 6A:10-2.4 and 4.4;
      (3) Ensure corrective action plans for teachers are created in accordance to N.J.A.C. 6A:10-2.5; and ensure mid-year evaluations are conducted for teachers who are on a corrective action plan; and
(4) Identify professional development opportunities for all teachers based on the review of aggregate school-level data, including, but not limited to, teacher evaluation and student performance data to support school-level professional development plans described in N.J.A.C. 6A:9C-4.2.

b. To conduct observations for the purpose of evaluation, the teacher member will have:
   (1) Agreement of the majority representative;
   (2) An appropriate supervisory certificate; and
   (3) Approval of the Building Principal who supervises the teacher being observed.

c. The teacher member who participates in the evaluation process will not serve concurrently as a mentor under N.J.A.C. 6A:9C-5.2(a)3.

J. Components of Teacher Evaluation Rubric – N.J.A.C. 6A:10-4.1

1. The components of the teacher evaluation rubric described in N.J.A.C. 6A:10-4.1 et seq. will apply to teachers holding the position of teacher and holding a valid and effective standard, provisional, or emergency instructional certificate.

2. Evaluation rubrics for all teachers will include the requirements described in N.J.S.A. 18A:6-123, including, but not limited to:
   a. Measures of student achievement pursuant to N.J.A.C. 6A:10-4.2; and
   b. Measures of teacher practice pursuant to N.J.A.C. 6A:10-4.3 and 4.4.

3. To earn a summative rating, a teacher will have a student achievement score, including median student growth percentile and/or student growth objectives(s) scores, and a teacher practice score pursuant to N.J.A.C. 6A:10-4.4.

4. Each score will be converted to a percentage weight so all components make up 100 percent of the evaluation rubric. By August 31st prior to the school year in which the evaluation rubric applies, the Department will provide on its website the required percentage weight of each component and the required summative rating scale. All components will be worth the following percentage weights or fall within the following ranges:
   a. If, according to N.J.A.C. 6A:10-4.2(b), a teacher receives a median student growth percentile, the student achievement component will be at least thirty (30) percent and no more than fifty (50) percent of a teacher’s evaluation rubric rating as determined by the Department.
   b. If, according to N.J.A.C. 6A:10-4.2(b), a teacher does not receive a median student growth percentile, the student achievement component will be at least fifteen (15) percent and no more than fifty (50) percent of a teacher’s evaluation rubric rating as determined by the Department.
c. Measures of teacher practice described in N.J.A.C. 6A:10-4.3 and 4.4 will be at least fifty (50) percent and no more than eighty-five (85) percent of a teacher’s evaluation rubric rating as determined by the Department.

5. Standardized tests, used as a measure of student progress, will not be the predominant factor in determining a teacher’s annual summative rating.

K. Student Achievement Components – N.J.A.C. 6A:10-4.2

1. Measures of student achievement will be used to determine impact on student learning. The student achievement measure will include the following components:

a. If the teacher meets the requirements of 2. below, the median student growth percentile of all students assigned to a teacher, which will be calculated as set forth in 4. below; and

b. Student growth objective(s), which will be specific and measurable, based on available student learning data, aligned to the New Jersey Student Learning Standards (NJSLS) and other state established standards, and based on growth and/or achievement.

a. For teachers who teach subjects or grades not covered by the NJSLS, student growth objective(s) will align to standards adopted or endorsed, as applicable, by the State Board.

2. The median student growth percentile will be included in the annual summative rating of a teacher who:

a. Teaches at least one course or group within a course that falls within a standardized-tested grade or subject. The Department will maintain on its website a course listing of all standardized-tested grades and subjects for which student growth percentile can be calculated pursuant to 4. below;

b. Teaches the course or group within the course for at least sixty percent of the time from the beginning of the course to the day of the standardized assessment; and

c. Has at least twenty individual student growth percentile scores attributed to his/her name during the academic year of the evaluation. If a teacher does not have at least twenty individual student growth percentile scores in a given school year, the student growth percentile scores attributed to a teacher during the two school years prior to the evaluation year may be used in addition to the student growth percentile scores attributed to the teacher during the school year of the evaluation. Only student growth percentile scores from the 2013-2014 school year or any school year after will be used to determine median student growth percentiles.

3. The Department will periodically collect data for all teachers that include, but are not limited to, student achievement and teacher practice scores.
4. The Department will calculate the median student growth percentile for teachers using students assigned to the teacher by the school district. For teachers who have a student growth percentile score:
   a. The Board of Education will submit to the Department final ratings for all components, other than the student growth percentile, for the annual summative rating; and
   b. The Department then will report to the employing district Board of Education the annual summative rating, including the median student growth percentile for each teacher who receives a median student growth percentile.

5. Student growth objectives for teachers will be developed and measured according to the following procedures:
   a. The Superintendent will determine the number of required student growth objectives for teachers, including teachers with a student growth percentile. A teacher with a student growth percentile will have at least one and not more than four student growth objectives. A teacher without a student growth percentile will have at least two and a maximum of four student growth objectives. By August 31st, prior to the school year the evaluation rubric applies, the Department will provide on its website the minimum and maximum number of required student growth objectives within this range.
   b. A teacher with a student growth percentile will not use the standardized assessment used in determining the student growth percentile to measure progress toward a student growth objective.
   c. Each teacher will develop, in consultation with his/her supervisor or Building Principal (or designee), each student growth objective. If the teacher does not agree with the student growth objectives, the Building Principal will make the final determination.
   d. Student growth objectives and the criteria for assessing teacher performance based on the objectives will be determined, recorded and retained by the teacher and his/her supervisor by October 31st of each school year, or within twenty-five (25) working days of the teacher’s start date, if the teacher begins work after October 1st.
   e. Adjustments to student growth objectives may be made by the teacher in consultation with his/her supervisor only when approved by the Superintendent (or designee). Adjustments will be recorded in the teacher’s personnel file on or before February 15th.
   b. If the Student Growth Objective (SGO) covers only the second semester of the academic year, or if the teacher begins work after October 1st, adjustments will be recorded before the mid-point of the second semester.
   f. The teacher’s designated supervisor will approve each teacher’s student growth objective score. The teacher’s student growth objective score, if available, will be discussed at the teacher’s annual summary conference and recorded in the teacher’s personnel file.
L. Teacher Practice Components – N.J.A.C. 6A:10-4.3

The teacher practice component rating will be based on the measurement of the teacher’s performance according to the school district’s Commissioner-approved teacher practice instrument. Observations pursuant to N.J.A.C. 6A:10-4.4 will be used as one form of evidence for the measurement.

M. Teacher Observations – N.J.A.C. 6A:10-4.4

1. For the purpose of teacher evaluation, observers will conduct the observations pursuant to N.J.S.A. 18A:6-123.b.(8) and N.J.A.C. 6A:10-2.5 and 3.2, and they will be trained pursuant to N.J.A.C. 6A:10-2.2(b).

2. Observation conferences will include the following procedures:
   a. A supervisor who is present at the observation will conduct a post-observation conference with the teacher being observed. A post-observation conference will occur no more than fifteen (15) working days following each observation.
   b. The post-observation conference will be for the purpose of reviewing the data collected at the observation, connecting the data to the teacher practice instrument and the teacher’s individual professional development plan, collecting additional information needed for the evaluation of the teacher, and offering areas to improve effectiveness. Within a school year, the post-observation conference will be held prior to the occurrence of further observations for the purpose of evaluation.
   c. If agreed to by the teacher, one required post-observation conference and any pre-conferences for observations of tenured teachers who are not on a corrective action plan may be conducted via written communication, including electronic.
   d. One post-observation conference may be combined with a teacher’s annual summary conference, as long as it occurs within the required fifteen (15) working days following the observation for the purpose of evaluation.
   e. A pre-conference, when required, will occur at least one (1) but no more than seven (7) working days prior to the observation.

3. Each teacher will be observed as described in N.J.A.C. 6A:10-4.4. For all teachers, at least one of the required observations will be announced and preceded by a pre-conference, and at least one of the required observations will be unannounced. The Superintendent will decide whether additional required observations are announced or unannounced, if applicable. The following additional requirements will apply:
   a. Each observation required for the purpose of evaluation will be conducted for at least twenty minutes.
   b. Non-tenured teachers will be observed at least three times each school year, but not less than once each semester. The observations will be conducted in accordance with the timeframe set forth in N.J.S.A. 18A:27-3.1.
(1) Except where a school district employs only one administrator whose position requires a supervisor, principal, or school administrator endorsement, non-tenured teachers will be observed during the course of the year by more than one appropriately certified supervisor.

c. Tenured teachers will be observed at least two times during each school year. Observations for all tenured teachers will occur prior to the annual summary conference, which will occur prior to the end of the school year.

(1) If a tenured teacher was rated highly effective on his/her most recent summative evaluation and if both the teacher and the teacher’s designated supervisor agree to use this option, one of the two required observations may be an observation of a Commissioner-approved activity other than a classroom lesson. The Department of Education will post annually to its website a list of Commissioner-approved activities that may be observed in accordance with N.J.A.C. 6A:10-4.4.

d. Teachers on a corrective action plan will receive, in accordance with N.J.A.C. 6A:10-2.5(h), one additional observation, including a post-observation conference.

e. On receiving a final summative evaluation that necessitates a corrective action plan, in accordance with N.J.A.C. 6A:10-2.5(a), any remaining required observation(s) will not be conducted until the corrective action plan has been finalized.

f. A written or electronic observation report will be signed by the supervisor who conducted the observation and post-observation and the teacher who was observed.

g. The teacher will submit his/her written objection(s) of the evaluation within ten (10) working days following the conference. The objection(s) will be attached to each party’s copy of the annual performance report.

4. To earn a teacher practice score, a non-tenured teacher will receive at least three observations.

   a. If a non-tenured teacher is present for less than forty (40) percent of the total student school days in a school year, he/she will receive at least two observations to earn a teacher practice score.

N. Teacher Practice Instrument – N.J.A.C. 6A:10-6.2

1. The teacher practice instrument approved by the Department will meet the following criteria:

   a. Include domains of professional practice that align to the New Jersey Professional Standards for Teachers pursuant to N.J.A.C. 6A:9-3;  

   b. Include scoring guides for assessing teacher practice that differentiate among a minimum of four levels of performance, and the differentiation has been shown in practice and/or research studies. Each scoring guide will:

      (1) Clearly define the expectations for each rating category;  
      (2) Provide a conversion to four rating categories;
(3) Be applicable to all grades and subjects; or to specific grades and/or subjects if designed explicitly for the grades and/or subjects; and
(4) Use clear and precise language that facilitates common understanding among teachers and administrators.

c. Rely on, to the extent possible, specific, discrete, observable, and/or measurable behaviors of students and teachers in the classroom with direct evidence of student engagement and learning; and

d. Include descriptions of specific training and implementation details required for the instrument to be effective.
The Board of Education recognizes the importance of teaching staff member effectiveness to further the development of a professional corps of educators and to increase student achievement. The Board of Education adopts this Board Policy and its associated Regulation #R3222 for the evaluation of teaching staff members consistent with the Teacher Effectiveness and Accountability for the Children of New Jersey Act (TEACHNJ) and the AchieveNJ administrative codes. This Policy and Regulation #R3222 provide the provisions and requirements for teaching staff member evaluations consistent with TEACHNJ and AchieveNJ.

For the purposes of this Policy and Regulation #R3222, “teaching staff member” includes, but is not limited to, educational services staff members, guidance counselors, school nurses, library/media specialists, occupational therapists, and other teaching staff members working under an educational services certificate. For the purposes of this Policy and Regulation #R3222, “teaching staff member” does not include teachers, Principals Assistant Principals, and administrators, including, but not limited to, directors and/or supervisors.

The rules in N.J.A.C. 6A:10 – Educator Effectiveness will not override any conflicting provision(s) of collective bargaining agreements or other employment contracts in effect on July 1, 2013 and no collective bargaining agreement entered into after July 1, 2013, will conflict with the educator evaluation system established pursuant to N.J.A.C. 6A:10-1.1 et seq. or any other specific statute or regulation, nor will topics subject to bargaining involve matters of educational policy or managerial prerogatives. All information contained in annual performance reports and all information collected, compiled, and/or maintained by employees for the evaluation process pursuant to N.J.A.C. 6A:10-1.1 et seq. will be confidential and will not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

The Board will annually adopt evaluation rubrics for teaching staff members which will be submitted to the Commissioner by June 1st for approval by August 1st of each year. The evaluation rubrics will have four defined annual ratings: ineffective, partially effective, effective, and highly effective. The Board will meet the requirements as outlined in N.J.A.C. 6A:10-2.2(a) for the annual evaluation of teaching staff members and will ensure the training procedures as outlined in N.J.A.C. 6A:10-2.2(b) are followed when implementing the evaluation rubrics for all teaching staff members. A District Evaluation Advisory Committee will be established in accordance with the requirements of N.J.A.C. 6A:10-2.3.

The minimum requirements for the evaluation procedures for teaching staff members as outlined in N.J.A.C. 6A:10-2.4 will be followed. For each teaching staff member rated ineffective or partially effective on the annual summative evaluation rating, as measured by the evaluation rubrics, a corrective action plan will be developed in accordance with the provisions of N.J.A.C. 6A:10-2.5.
Observations and evaluations for non-tenured teaching staff members will be in accordance with the provisions of N.J.S.A. 18A:27-3.1. Evaluations for non-tenured teaching staff members will take place before April 30th each year prior to the May 15th notice requirement date for continued employment. Evaluations for tenured teaching staff members will be completed prior to June 30th.

The Superintendent will annually notify all teaching staff members of the adopted evaluation policies and procedures/regulations no later than October 1st. If a teaching staff member is hired after October 1st, the Superintendent will notify the teaching staff member of the policies and procedures/regulations at the beginning of his/her employment. All teaching staff members will be notified of amendments to the policy and procedures/regulations within ten (10) working days of adoption.

Legal References

N.J.A.C. 6A:10-1.1 through 1.4; 6A:10-2.1 through 2.5; 6A:10-6.2

Adopted: January 7, 2014
Revised: August 8, 2017
O. **Definitions** – N.J.A.C. 6A:10-1.2

The following words and terms will have the following meanings when used in Board Policy #3222 and this Regulation unless the context clearly indicates otherwise:

“Annual performance report” means a written appraisal of the teaching staff member’s performance prepared by the teaching staff member’s designated supervisor based on the evaluation rubric for his/her position.

“Annual summative evaluation rating” means an annual evaluation rating that is based on appraisals of educator practice and student performance, if applicable, and includes all measures captured in a teaching staff member’s evaluation rubric. The four summative performance categories are ineffective, partially effective, effective, and highly effective.

“Chief School Administrator” means the Superintendent or the Administrative Principal, if there is no Superintendent.

“Commissioner” means Commissioner of the New Jersey Department of Education.

“Corrective Action Plan” means a written plan developed by the designated supervisor in collaboration with the teaching staff member to address deficiencies as outlined in an evaluation. The corrective action plan will include timelines for corrective action, responsibilities of the individual teaching staff member and the school district for implementing the plan, and specific support that the district will provide as defined in N.J.S.A. 18A:6-119.

“Department” means the New Jersey Department of Education.

“Designated supervisor” means the supervisor designated by the Superintendent (or designee) as the teacher’s supervisor.

“District Evaluation Advisory Committee” means a group created to oversee and guide the planning and implementation of the Board of Education’s evaluation policies and procedures as set forth in N.J.A.C. 6A:10-2.3.

“Educator practice instrument” means an assessment tool that provides: scales or dimensions that capture competencies of professional performance; and differentiation of a range of professional performance as described by the scales, which must be shown in practice and/or research studies. The scores from educator practice instruments for teaching staff members other than teachers, Principals, and Assistant Principals may be applied to the teaching staff member’s summative evaluation rating in a manner determined by the school district.

“Evaluation” means an appraisal of an individual’s professional performance in relation to his/her job description and professional standards and based on, when applicable, the individual’s evaluation rubric.
“Evaluation rubric” means a set of criteria, measures, and processes used to evaluate all teaching staff members in a specific school district or local education agency. Evaluation rubrics consist of measures of professional practice, based on educator practice instruments and student outcomes. Each Board of Education will have an evaluation rubric specifically for teachers, another specifically for Principals and Assistant Principals, and evaluation rubrics for other categories of teaching staff members.

“Indicators of student progress and growth” means the results of assessment(s) of students as defined in N.J.A.C. 6A:8, Standards and Assessment.


“Job description” means a written specification of the function of a position, duties and responsibilities, the extent and limits of authority, and work relationships within and outside the school and school district.

“Observation” means a method of collecting data on the performance of a teaching staff member’s assigned duties and responsibilities. An observation for the purpose of evaluation will be included in the determination of the annual summative evaluation rating and will be conducted by an individual employed in the school district in a supervisory role and capacity and possessing a school administrator, Principal, or supervisor endorsement as defined in N.J.A.C. 6A:9-1.1.

“Post-observation conference” means a meeting, either in-person or remotely, between the supervisor who conducted the observation and the teaching staff member for the purpose of evaluation to discuss the data collected in the observation.

“Scoring guide” means a set of rules or criteria used to evaluate a performance, product, or project. The purpose of a scoring guide is to provide a transparent and reliable evaluation process. Educator practice instruments include a scoring guide that an evaluator uses to structure his/her assessments and ratings of professional practice.

“Semester” means half of the school year.

“Signed” means the name of one physically written by oneself or an electronic code, sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

“Student growth objective” means an academic goal that teaching staff members and designated supervisors set for groups of students.

“Superintendent” means Superintendent or Chief School Administrator.

“Supervisor” means an appropriately certified teaching staff member, as defined in N.J.S.A. 18A:1-1, or Superintendent employed in the school district in a supervisory role and capacity, and possessing a school administrator, Principal, or supervisor endorsement as defined in N.J.A.C. 6A:9B-11.
“Teaching staff member” for the purposes of Board Policy #3222 – Evaluation of Teaching Staff Members, Excluding Teachers and Administrators and this Regulation, includes, but is not limited to, educational services staff members, guidance counselors, school nurses, library/media specialists, occupational therapists, and other teaching staff members working under an educational services certificate and does not include teachers, Principals, Assistant Principals, and administrators, including, but not limited to, Directors and/or Supervisors.

P. Applicability of Rules on Collective Bargaining Agreements – N.J.A.C. 6A:10-1.3

The rules in N.J.A.C. 6A:10-1.1 et seq. will not override any conflicting provision(s) of collective bargaining agreements 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, will conflict with the educator evaluation system established pursuant to N.J.A.C. 6A:10-1.1 et seq. or any other specific statute or regulation, nor will topics subject to bargaining involve matters of educational policy or managerial prerogatives.

Q. Educator Evaluation Data, Information, and Annual Performance Reports – N.J.A.C. 6A:10-1.4

All information contained in 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. will be confidential. Such information will not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., including, but not limited to, digital records. Nothing contained in N.J.A.C. 6A:10-1.1 et seq. will be construed to prohibit the Department or a school district from, at its discretion, collecting evaluation data pursuant to N.J.S.A. 18A:6-123.e or distributing aggregate statistics regarding evaluation data.

R. Evaluation of Teaching Staff Members – N.J.A.C. 6A:10-2.1

1. The Board of Education annually will adopt evaluation rubrics for all teaching staff members. The evaluation rubrics will have four defined annual ratings: ineffective, partially effective, effective, and highly effective.
2. Evaluation rubrics will be submitted to the Commissioner by June 1st for approval by August 1st of each year.

S. Duties of the Board of Education – N.J.A.C. 6A:10-2.2

1. The Board of Education will meet the following requirements for the annual evaluation of teaching staff members, unless otherwise specified:
a. Establish a District Evaluation Advisory Committee to oversee and guide the planning and implementation of the Board of Education’s evaluation policies and procedures as set forth in N.J.A.C. 6A:10-1.1 et seq.;

b. Annually adopt policies and procedures developed by the Superintendent pursuant to N.J.A.C. 6A:10-2.4, including the evaluation rubrics approved by the Commissioner pursuant to N.J.A.C. 6A:10-2.1(c):
   (1) The Superintendent will develop policies and procedures that, at a minimum, ensure student performance data on the Statewide assessment is, on receipt, promptly distributed or otherwise made available to staff members who were primarily responsible for instructing the applicable students in the school year in which the assessment was taken, as well as to staff members who are or will be primarily responsible for instructing the applicable students in the subsequent school year.

c. Ensure the Superintendent annually notifies all teaching staff members of the adopted evaluation policies and procedures no later than October 1st. If a teaching staff member is hired after October 1st, the Board/Superintendent will notify the teaching staff member of the policies and procedures at the beginning of his/her employment. All teaching staff members will be notified of amendments to the policy and procedures within ten (10) working days of adoption;

d. Annually adopt by June 1st, any Commissioner-approved educator practice instruments and, as part of the process described at N.J.A.C. 6A:10-2.1(c), notify the Department which instruments will be used as part of the school district’s evaluation rubrics;

e. Ensure the Principal of each school within the school district has established a School Improvement Panel pursuant to N.J.A.C. 6A:10-3.1. The panel will be established annually by August 31st and will carry out the duties and functions described in N.J.A.C. 6A:10-3.2;

f. Ensure data elements are collected and stored in an accessible and usable format. Data elements will include, but not be limited to, scores or evidence from observations for the purpose of evaluation and student growth objective data; and

g. Ensure the Superintendent (or designee) certifies to the Department that any observer who conducts an observation of a teaching staff member for the purpose of evaluation as described in N.J.A.C. 6A:10-4.4; N.J.A.C. 6A:10-5.4; and N.J.A.C. 6A:10-6.2, will meet the statutory observation requirements of N.J.S.A. 18A:6-119; 18A:6-123.b(8); and N.J.S.A. 18A:27-3.1 and the teacher member of the School Improvement Panel requirements of N.J.A.C. 6A:10-3.2.

2. The Board of Education will ensure the following training procedures are followed when implementing the evaluation rubric for all teaching staff members and, when applicable, applying the Commissioner-approved educator practice instruments:
a. Annually provide training on and descriptions of each component of the evaluation rubric for all teaching staff members who are being evaluated in the school district and provide more thorough training for any teaching staff member who is being evaluated for the first time. Training will include detailed descriptions of all evaluation rubric components including, when applicable, detailed descriptions of student achievement measures and all aspects of the educator practice instruments;

b. Annually provide updates and refresher training any supervisor who are conducting evaluations in the school district and more thorough training for any supervisor who will evaluate teaching staff members for the first time. Training will be provided on each component of the evaluated teaching staff member’s evaluation rubric before the evaluation of a teaching staff member; and

c. The Superintendent will annually certify to the Department that all supervisors of teaching staff members in the school district who are utilizing evaluation rubrics have completed training on and demonstrated competency in applying the evaluation rubrics.

T. District Evaluation Advisory Committee – N.J.A.C. 6A:10-2.3

1. Members of the District Evaluation Advisory Committee will include representation from the following groups: teachers from each school level represented in the school district; central office administrators overseeing the teacher evaluation process; supervisors involved in teacher evaluation, when available or appropriate; and administrators conducting evaluations, including a minimum of one administrator conducting evaluations who participates on a School Improvement Panel. Members also will include the Superintendent, a special education administrator, a parent, and a member of the Board of Education.

2. The Superintendent may extend membership on the District Evaluation Advisory Committee to representatives of other groups and to individuals.

3. Beginning in 2018-2019, the District Evaluation Advisory Committees will no longer be required and the Board of Education will have the discretion to continue the District’s Evaluation Advisory Committee.

U. Evaluation Procedures for Teaching Staff Members – N.J.A.C. 6A:10-2.4

1. The provisions outlined in Board Policy #3222 – Evaluation of Teaching Staff Members, Excluding Teachers and Administrators and this Regulation and N.J.A.C. 6A:10-2.4 will be the minimum requirements for the evaluation of teaching staff members.

2. Evaluation policies and procedures requiring the annual evaluation of all teaching staff members will be developed under the direction of the Superintendent, who may consult with the District Evaluation Advisory Committee or representatives from School Improvement Panels, and will include, but not be limited to, a description of:

   a. Roles and responsibilities for implementation of evaluation policies and procedures;
b. Job descriptions, evaluation rubrics for all teaching staff members, the process for calculating the summative ratings and each component, and the evaluation regulations set forth in N.J.A.C. 6A:10 et seq.;

c. Methods of data collection and reporting appropriate to each job description, including, but not limited to, the process for student attrition to teachers, Principals, and Assistant Principals for calculating the median and school-wide student growth percentile;

d. Processes for observations for the purpose of evaluation and post-observation conference(s) by a supervisor;

e. Process for developing and scoring student growth objectives;

f. The process for preparation of individual professional development plans; and

g. The process for preparation of an annual performance report by the teaching staff member’s designated and an annual summary conference between the teaching staff member and his/her designated supervisor.

3. The annual summary conference between the designated supervisor and the teaching staff member will be held before the annual performance report is filed. The conference will occur on or before June 30th of each school year and will include, but not be limited to, a review of the following:

a. The performance of the teaching staff member based on the job description and the scores or evidence compiled using the teaching staff member’s evaluation rubric, including when applicable:
   (1) The teaching staff member’s practice instrument; and
   (2) Available indicators or student achievement measures such as student growth objective scores and student growth percentile scores

b. The progress of the teaching staff member toward meeting the goals of the individual professional development plan or, when applicable, the corrective action plan; and

c. The preliminary annual written performance report.

4. If any scores for the teaching staff member’s evaluation rubric are not available at the time of the annual summary conference due to pending assessment results, the annual summative evaluation rating will be calculated once all component ratings are available.

5. The annual performance report will be prepared by the teaching staff member’s designated supervisor and will include, but not be limited to:

a. A summative rating based on the evaluation rubric;

b. Performance area(s) of strength and area(s) needing improvement based on the job description and components of the teaching staff member’s evaluation rubric; and

c. The teaching staff member’s individual professional development plan or a corrective action plan from the evaluation year being reviewed in the report.
6. The teaching staff member and the designated supervisor will sign the report within five (5) working days of the review.

7. The Board of Education will include all written performance reports and supporting data, including, but not limited to, written observation reports and additional components of the summative evaluation rating as part of the teaching staff member’s personnel file or in an alternative, confidential location. If reports and data are stored in an alternative location, the personnel file will clearly indicate the report’s location and how it can be easily accessed. The records will be confidential and will not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

V. **Corrective Action Plans for Teaching Staff Members – N.J.A.C. 6A:10-2.5**

1. For each teaching staff member rated ineffective or partially effective on the annual summative evaluation, as measured by the evaluation rubrics, a corrective action plan will be developed by the teaching staff member and the teaching staff member’s designated supervisor. Even if the teaching staff member does not agree with the corrective action plan’s content, the designated supervisor will make a final determination.

2. The corrective action plan will be developed and the teaching staff member and his/her designated supervisor will meet to discuss the corrective action plan by October 31st of the school year following the year of evaluation, except:
   a. If the ineffective or partially effective summative evaluation rating is received after October 1st of the school year following the year of evaluation, then a corrective action plan will be developed, and the teaching staff member and his/her designated supervisor will meet to discuss the corrective action plan within twenty-five (25) working days following the school district’s receipt of the teaching staff member’s summative rating.

3. The content of the corrective action plan will replace the content of the individual professional development plan required pursuant to N.J.A.C. 6A:9C-4.3(a) and 4.4(a) and will:
   a. Address areas in need of improvement identified in the teaching staff member evaluation rubric;
   b. Include specific, demonstrable goals for improvement;
   c. Include responsibilities of the evaluated employee and the school district for the plan’s implementation; and
   d. Include timelines for meeting the goal(s).

4. The teaching staff member’s designated supervisor and the teaching staff member on a corrective action plan will discuss the teaching staff member’s progress toward the goals outlined in the corrective action plan during each required post-observation conference. The teaching staff member and his/her designated supervisor may update the goals outlined in the corrective action plan to reflect any change(s) in the teaching staff member’s progress, position, or role.
5. Progress toward the teaching staff member’s goals outlined in the corrective action plan:
   a. Will be documented in the teaching staff member’s personnel file and reviewed at the annual summary conference and the mid-year evaluation. Both the teaching staff member on a corrective action plan and his/her designated supervisor may collect data and evidence to demonstrate the teaching staff member’s progress toward his or her corrective action plan goals; and
   b. May be used as evidence in the teaching staff member’s next annual summative evaluation; however, such progress will not guarantee an effective rating on the next summative evaluation.

6. Responsibilities of the evaluated teaching staff member on a corrective action plan will not be exclusionary of other plans for improvement determined to be necessary by the teaching staff member’s designated supervisor.

7. The corrective action plan will remain in effect until the teaching staff member receives his/her next summative evaluation.

8. There will be no minimum number of teaching staff member working days a teacher’s corrective action plan can be in place.

W. Teaching Staff Member Observations and Evaluations – N.J.A.C. 6A:10-6.2

1. The Superintendent will determine the duration of observations required pursuant to N.J.S.A. 18A:27-3.1 for non-tenured teaching staff members, except teachers, Principals and Assistant Principals. Observations include, but are not limited to, observations of meetings, student instruction, parent conferences, and case-study analysis of a significant student issue. The observation will:
   a. Be at least twenty (20) minutes in length;
   b. Be followed within fifteen (15) working days by a conference between the supervisor who made the observation and the non-tenured teaching staff member;
   c. Be followed by both parties to such a conference signing the written or electronic observation report and each retaining a copy of his/her records; and
   d. Allow the non-tenured teaching staff member to submit his/her written objection(s) of the evaluation within ten (10) working days following the conference. The objection(s) will be attached to each party’s copy of the annual performance report.

2. All tenured teaching staff members will receive at least one observation per school year.

3. All non-tenured teaching staff members will receive at least three observations, as required pursuant to N.J.S.A. 18A:27-3.1.
   a. The required observations and evaluations for non-tenured teaching staff members will take place before April 30th each year. These observations and evaluations may cover that period between April 30th of one year and April 30th of the succeeding year.
excepting in the case of the first year of employment where the three observations and evaluations must have been completed prior to April 30th.

b. The number of required observations and evaluations for non-tenured teaching staff members may be reduced proportionately when an individual teaching staff member’s term of service is less than one academic year.

4. Evaluations for tenured teaching staff will be completed prior to June 30th.
3223 – Evaluation of Administrators, Excluding Principals and Assistant Principals (M)

The Board of Education recognizes the importance of administrator effectiveness to further the development of a professional corps of educators and to increase student achievement. The Board of Education adopts this Board Policy and its associated Regulation #R3223 for the evaluation of administrators consistent with the Teacher Effectiveness and Accountability for the Children of New Jersey Act (TEACHNJ) and the AchieveNJ administrative codes. This Policy and Regulation #R3223 provide the provisions and requirements for administrator evaluations consistent with TEACHNJ and AchieveNJ.

For the purposes of this Policy and Regulation #R3223, “administrator” means an appropriately certified staff member, as defined in N.J.S.A. 18A-1.1, employed in the school district in an administrative and/or supervisory role and capacity, and holding a valid and effective standard, provisional, or emergency administrative certificate. An “administrator” may be a director, supervisor, or any other administrative or supervisory position in the district. For the purposes of this Policy and Regulation #R3223 and N.J.A.C. 6A:10-1.1 et seq., “administrator” is not a Principal or Assistant Principal.

The rules in N.J.A.C. 6A:10 – Educator Effectiveness will not override any conflicting provision(s) of collective bargaining agreements or other employment contracts in effect on July 1, 2013 and no collective bargaining agreement entered into after July 1, 2013, will conflict with the educator evaluation system established pursuant to N.J.A.C. 6A:10-1.1 et seq. or any other specific statute or regulation, nor will topics subject to bargaining involve matters of educational policy or managerial prerogatives. All information contained in annual performance reports and all information collected, compiled, and/or maintained by employees for the evaluation process pursuant to N.J.A.C. 6A:10-1.1 et seq. will be confidential and will not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

The Board will annually adopt evaluation rubrics for administrators which will be submitted to the Commissioner by June 1st for approval by August 1st of each year. The evaluation rubrics will have four defined annual ratings: ineffective, partially effective, effective, and highly effective. The Board will meet the requirements as outlined in N.J.A.C. 6A:10-2.2(a) for the annual evaluation of administrators and will ensure the training procedures as outlined in N.J.A.C. 6A:10-2.2(b) are followed when implementing the evaluation rubrics for all administrators. A District Evaluation Advisory Committee will be established in accordance with the requirements of N.J.A.C. 6A:10-2.3.

The minimum requirements for the evaluation procedures for administrators as outlined in N.J.A.C. 6A:10-2.4 will be followed. For each administrator rated ineffective or partially effective on the annual summative evaluation rating, as measured by the evaluation rubrics, a corrective action plan will be developed in accordance with the provisions of N.J.A.C. 6A:10-2.5.
Observations and evaluations for non-tenured administrators will be in accordance with the provisions of N.J.S.A. 18A:27-3.1. Evaluations for non-tenured administrators will take place before April 30th each year prior to the May 15th notice requirement date for continued employment. Evaluations for tenured administrators will be completed prior to June 30th.

The Superintendent annually will notify all administrators of the adopted evaluation policies and procedures/regulations no later than October 1st. If an administrator is hired after October 1st, the Superintendent will notify the administrator of the policies and procedures/regulations at the beginning of his/her employment. All administrators will be notified of amendments to the policy and procedures/regulations within ten (10) working days of adoption.

Legal References
N.J.A.C. 6A:10-1.1 through 1.4; 6A:10-2.1 through 2.5

Adopted: January 7, 2014
Revised: August 8, 2017
X. **Definitions – N.J.A.C. 6A:10-1.2**

The following words and terms will have the following meanings when used in Board Policy #3223 and this Regulation unless the context clearly indicates otherwise:

“Administrator” means an appropriately certified staff member, as defined in N.J.S.A. 18A-1.1, employed in the school district in an administrative and/or supervisory role and capacity, and holding a valid and effective standard, provisional, or emergency administrative certificate. An “administrator” may be a director, supervisor or any other administrative or supervisory position in the district. For the purposes of Policy #3223 and this Regulation and N.J.A.C. 6A:10-1.1 et seq., “administrator” is not a Principal or Assistant Principal.

“Annual performance report” means a written appraisal of the administrator’s performance prepared by the administrator’s designated supervisor based on the evaluation rubric for his/her position.

“Annual summative evaluation rating” means an annual evaluation rating that is based on appraisals of educator practice and student performance, and includes all measures captured in an administrator’s evaluation rubric. The four summative performance categories are ineffective, partially effective, effective, and highly effective.

“Chief School Administrator” means the Superintendent.

“Commissioner” means Commissioner of the New Jersey Department of Education.

“Corrective Action Plan” means a written plan developed by the administrator’s designated supervisor in collaboration with the administrator to address deficiencies as outlined in an evaluation. The corrective action plan will include timelines for corrective action, responsibilities of the individual administrator and the school district for implementing the plan, and specific support that the district will provide as defined in N.J.S.A. 18A:6-119.

“Department” means the New Jersey Department of Education.

“Designated supervisor” means the supervisor designated by the Superintendent (or designee) as the administrator’s supervisor.

“District Evaluation Advisory Committee” means a group created to oversee and guide the planning and implementation of the Board of Education’s evaluation policies and procedures as set forth in N.J.A.C. 6A:10-2.3.

“Educator practice instrument” means an assessment tool that provides: scales or dimensions that capture competencies of professional performance; and differentiation of a range of professional performance as described by the scales, which must be shown in practice and/or research studies. The scores from educator practice instruments for teaching staff members other than teachers,
Principals, and Assistant Principals may be applied to the administrator’s summative evaluation rating in a manner determined by the school district.

“Evaluation” means an appraisal of an individual’s professional performance in relation to his/her job description and professional standards based on, when applicable, the individual’s evaluation rubric.

“Evaluation rubrics” means a set of criteria, measures, and processes used to evaluate all administrators in a specific school district or local education agency. Evaluation rubrics consist of measures of professional practice, based on educator practice instruments and student outcomes. Each Board of Education will have an evaluation rubric specifically for teachers, another specifically for Principals and Assistant Principals, and evaluation rubrics for other categories of staff members.

“Indicators of student progress and growth” means the results of assessment(s) of students as defined in N.J.A.C. 6A:8, Standards and Assessment.


“Job description” means a written specification of the function of a position, duties and responsibilities, the extent and limits of authority, and work relationships within and outside the school and school district.

“Observation” means a method of collecting data on the performance of an administrator’s assigned duties and responsibilities. An observation for the purpose of evaluation will be included in the determination of the annual summative evaluation rating and will be conducted by an individual employed in the school district in a supervisory role and capacity and possessing a school administrator, principal, or supervisor endorsement as defined in N.J.A.C. 6A:9-2.1 and as designated by the Superintendent.

“Post-observation conference” means a meeting, either in-person or remotely, between the designated supervisor who conducted the observation and the administrator for the purpose of evaluation to discuss the data collected in the observation.

“Scoring guide” means a set of rules or criteria used to evaluate a performance, product, or project. The purpose of a scoring guide is to provide a transparent and reliable evaluation process. Educator practice instruments include a scoring guide that an evaluator uses to structure his/her assessments and ratings of professional practice.

“Signed” means the name of one physically written by oneself or an electronic code, sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

“Superintendent” means Superintendent or Chief School Administrator.
“Supervisor” means an appropriately certified staff member, as defined in N.J.S.A. 18A:1-1, or Superintendent employed in the school district in a supervisory role and capacity, and possessing a school administrator, Principal, or supervisor endorsement, as defined in N.J.A.C. 6A:9B-11.

Y. Applicability of Rules on Collective Bargaining Agreements – N.J.A.C. 6A:10-1.3

The rules in N.J.A.C. 6A:10-1.1 et seq. will not override any conflicting provision(s) of collective bargaining agreements 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, will conflict with the educator evaluation system established pursuant to N.J.A.C. 6A:10-1.1 et seq. or any other specific statute or regulation, nor will topics subject to bargaining involve matters of educational policy or managerial prerogatives.

Z. Educator Evaluation Data, Information, and Annual Performance Reports – N.J.A.C. 6A:10-1.4

All information contained in 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., including, but not limited to, digital records, will be confidential. Such information will 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. will be construed to prohibit the Department or a school district from, at its discretion, collecting evaluation data pursuant to N.J.S.A. 18A:6-123.e or distributing aggregate statistics regarding evaluation data.

AA. Evaluation of Administrators – N.J.A.C. 6A:10-2.1

1. The Board of Education will annually adopt evaluation rubrics for all administrators. The evaluation rubrics will have four defined annual ratings: ineffective, partially effective, effective, and highly effective.

2. Evaluation rubrics will be submitted to the Commissioner by June 1st for approval by August 1st of each year.

BB. Duties of the Board of Education – N.J.A.C. 6A:10-2.2

1. The Board of Education will meet the following requirements for the annual evaluation of administrators, unless otherwise specified:
   a. Establish a District Evaluation Advisory Committee to oversee and guide the planning and implementation of the Board of Education’s evaluation policies and procedures as set forth in N.J.A.C. 6A:10-1.1 et seq.;
   b. Annually adopt policies and procedures developed by the Superintendent pursuant to N.J.A.C. 6A:10-2.4, including the evaluation rubrics approved by the Commissioner pursuant to N.J.A.C. 6A:10-2.1(c);
(1) The Superintendent will develop policies and procedures that, at a minimum, ensure student performance data on the Statewide assessment is, on receipt, promptly distributed or otherwise made available to staff members who were primarily responsible for instructing the applicable students in the school year in which the assessment was taken, as well as to staff members who are or will be primarily responsible for instructing the applicable students in the subsequent school year.

c. Ensure the Superintendent annually notifies all administrators of the adopted evaluation policies and procedures no later than October 1st. If an administrator is hired after October 1st, the Board/Superintendent will notify the administrator of the policies and procedures at the beginning of his/her employment. All administrators will be notified of amendments to the policy and procedures within ten (10) working days of adoption;

d. Annually adopt by June 1st, any Commissioner-approved educator practice instruments and, as part of the process described at N.J.A.C. 6A:10-2.1(c), notify the Department which instruments will be used as part of the school district’s evaluation rubrics;

e. Ensure the Principal of each school within the school district has established a School Improvement Panel pursuant to N.J.A.C. 6A:10-3.1. The panel will be established annually by August 31st and will carry out the duties and functions described in N.J.A.C. 6A:10-3.2;

f. Ensure data elements are collected and stored in an accessible and usable format. Data elements will include, but not be limited to, scores or evidence from observations for the purpose of evaluation and student growth objective data; and


2. The Board of Education will ensure the following training procedures are followed when implementing the evaluation rubric for all administrators and, when applicable, applying the Commissioner-approved educator practice instruments:

a. Annually provide training on and descriptions of each component of the evaluation rubric for all administrators who are being evaluated in the school district and provide more thorough training for any administrator who is being evaluated for the first time. Training will include detailed descriptions of all evaluation rubric components including, when applicable, detailed descriptions of student achievement measures and all aspects of the educator practice instruments;
b. Annually provide updates and refresher training for supervisor who are conducting evaluations in the school district and more thorough training for any supervisor who will evaluate administrators for the first time. Training will be provided on each component of the evaluated administrator’s evaluation rubric before the evaluation of an administrator; and

c. The Superintendent will annually certify to the Department that all supervisors of administrators in the school district who are utilizing evaluation rubrics have completed training on and have demonstrated competency in applying the evaluation rubrics.

CC. District Evaluation Advisory Committee – N.J.A.C. 6A:10-2.3

1. Members of the District Evaluation Advisory Committee will include representation from the following groups: teachers from each school level represented in the school district; central office administrators overseeing the teacher evaluation process; supervisors involved in teacher evaluation, when available or appropriate; and administrators conducting evaluations, including a minimum of one administrator conducting evaluations who participates on a School Improvement Panel. Members also will include the Superintendent, a special education administrator, a parent, and a member of the Board of Education.

2. The Superintendent may extend membership on the District Evaluation Advisory Committee to representatives of other groups and to individuals.

3. Beginning in 2018-2019, the District Evaluation Advisory Committees will no longer be required and the Board of Education will have the discretion to continue the District’s Evaluation Advisory Committee.

DD. Evaluation Procedures for Administrators – N.J.A.C. 6A:10-2.4

1. The provisions outlined in Board Policy #3223 – Evaluation of Administrators, Excluding Principals and Assistant Principals and this Regulation and N.J.A.C. 6A:10-2.4 will be the minimum requirements for the evaluation of administrators.

2. Evaluation policies and procedures requiring the annual evaluation of all administrators will be developed under the direction of the Superintendent, who may consult with the District Evaluation Advisory Committee or representatives from School Improvement Panels, and will include, but not be limited to, a description of:

   a. Roles and responsibilities for implementation of evaluation policies and procedures;

   b. Job descriptions, evaluation rubrics for administrators, the process for calculating the summative ratings and each component and the evaluation regulations set forth in N.J.A.C. 6A:10 et seq.;

   c. Methods of data collection and reporting appropriate to each job description, including, but not limited to, the process for student attrition to teachers, Principals, and Assistant Principals for calculating the median and school-wide student growth percentile;
d. Processes for observations for the purpose of evaluation and post-observation conference(s) by a supervisor;

3. The annual summary conference between the designated supervisor and the administrator will be held before the annual performance report is filed. The conference will occur on or before June 30th of each school year and will include, but not be limited to, a review of the following:

a. The performance of the administrator based on the job description and the scores or evidence compiled using the administrator’s evaluation rubric, including, when applicable:
   (1) The administrator’s practice instrument; and
   (2) Available indicators or student achievement measures such as student growth objective scores and student growth percentile scores.

b. The progress of the administrator toward meeting the goals of the individual professional development plan or, when applicable, the corrective action plan; and

c. The preliminary annual performance report.

4. If any scores for the administrator’s evaluation rubric are not available at the time of the annual summary conference due to pending assessment results, the annual summative evaluation rating will be calculated once all component ratings are available.

5. The annual performance report for the administrator will be prepared by the designated supervisor and will include, but not be limited to:

a. A summative rating based on the evaluation rubric;

b. Performance area(s) of strength and area(s) needing improvement based on the job description and components of the administrator’s evaluation rubric; and

c. The administrator’s individual professional development plan or a corrective action plan from the evaluation year being reviewed in the report.

6. The administrator and the designated supervisor will sign the report within five (5) working days of the review.

7. The Board of Education will include all written performance reports and supporting data, including, but not limited to, written observation reports and additional components of the summative evaluation rating as part of his/her personnel file, or in an alternative, confidential location. If reports and data are stored in an alternative, confidential location, the personnel file will clearly indicate the report’s location and how it can easily be accessed. The records will be
EE. Corrective Action Plans for Administrators – N.J.A.C. 6A:10-2.5

1. For each administrator rated ineffective or partially effective on the annual summative evaluation, as measured by the evaluation rubrics, a corrective action plan will be developed by administrator and the Superintendent or designated supervisor. Even if the administrator does not agree with the corrective action plan’s content, the designated supervisor will make a final determination.

2. The corrective action plan will be developed and the administrator and his/her designated supervisor will meet to discuss the corrective action plan by October 31st of the school year following the year of evaluation except:
   a. If the ineffective or partially effective summative evaluation rating is received after October 1st of the school year following the year of evaluation, a corrective action plan will be developed, and the administrator and his/her designated supervisor will meet to discuss the corrective action plan within twenty-five (25) working days following the school district’s receipt of the administrator’s summative rating.

3. The content of the corrective action plan will replace the content of the individual professional development plan required pursuant to N.J.A.C. 6A:9C-4.3(a) and 4.4(a) and will:
   a. Address areas in need of improvement identified in the administrator evaluation rubric;
   b. Include specific, demonstrable goals for improvement;
   c. Include responsibilities of the evaluated employee and the school district for the plan’s implementation; and
   d. Include timelines for meeting the goal(s).

4. The administrator’s designated supervisor and the administrator on a corrective action plan will discuss the administrator’s progress toward the goals outlined in the corrective action plan during each required post-observation conference. The administrator and his/her designated supervisor may update the goals outlined in the corrective action plan to reflect any change(s) in the administrator’s progress, position, or role.

5. Progress toward the administrator’s goals outlined in the corrective action plan:
   a. Will be documented in the administrator’s personnel file and reviewed at the annual summary conference and the mid-year evaluation, when applicable. Both the administrator on a corrective action plan and his/her designated supervisor may collect data and evidence to demonstrate the administrator’s progress toward his/her corrective action plan goals; and
   b. May be used as evidence in the administrator’s next annual summative evaluation; however, such progress will not guarantee an effective rating on the next summative evaluation.
6. Responsibilities of the evaluated administrator on a corrective action plan will not be exclusionary of other plans for improvement determined to be necessary by the administrator’s designated supervisor.

7. The corrective action plan will remain in effect until the administrator receives his /her next summative evaluation rating.

8. There will be no minimum number of working days an administrator’s corrective action plan can be in place.

**FF. Administrator Observations and Evaluations**

1. The Superintendent will determine the duration of observations required pursuant to N.J.S.A. 18A:27-3.1 for non-tenured administrators. Observations include, but are not limited to, observations of meetings, student instruction, parent conferences, and case-study analysis of a significant student issue. The observation will:
   a. Be at least twenty minutes in length;
   b. Be followed within fifteen (15) working days by a conference between the supervisor who made the observation and the non-tenured administrator;
   c. Be followed by both parties to such a conference signing the written or electronic observation report and each retaining a copy of his/her records; and
   d. Allow the non-tenured administrator to submit his/her written objection(s) of the evaluation within ten (10) working days following the conference. The objection(s) will be attached to each party’s copy of the annual performance report.

2. All tenured administrators will receive at least one observation per school year.

3. All non-tenured administrators will receive at least three observations, as required pursuant to N.J.S.A. 18A:27-3.1.
   a. The required observations and evaluations for non-tenured administrators will take place before April 30th each year. These observations and evaluations may cover that period between April 30th of one year and April 30th of the succeeding year excepting in the case of the first year of employment where the three evaluations and observations must have been completed prior to April 30th.
   b. The number of required observations and evaluations for non-tenured administrators may be reduced proportionately when an individual administrator’s term of service is less than one academic year.

4. Evaluations for tenured administrators will be completed prior to June 30th.

**Adopted:** January 7, 2014  
**Revised:** August 8, 2017
The Board of Education recognizes the importance of Principal and Assistant Principal effectiveness to further the development of a professional corps of educators and to increase student achievement. The Board of Education adopts this Board Policy and its associated Regulation #R3224 for the evaluation of Principals and Assistant Principals consistent with the Teacher Effectiveness and Accountability for the Children of New Jersey Act (TEACHNJ) and the AchieveNJ administrative codes. This Policy and Regulation #3224 provide the provisions and requirements for Principal and Assistant Principal evaluations consistent with TEACHNJ and AchieveNJ.

The rules in N.J.A.C. 6A:10 – Educator Effectiveness will not override any conflicting provision(s) of collective bargaining agreements or other employment contracts in effect on July 1, 2013 and no collective bargaining agreement entered into after July 1, 2013, will conflict with the educator evaluation system established pursuant to N.J.A.C. 6A:10-1.1 et seq. or any other specific statute or regulation, nor will topics subject to bargaining involve matters of educational policy or managerial prerogatives. All information contained in annual performance reports and all information collected, compiled, and/or maintained by employees for the evaluation process pursuant to N.J.A.C. 6A:10-1.1 et seq. will be confidential and will not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

The Board will annually adopt evaluation rubrics for Principals and Assistant Principals which will be submitted to the Commissioner by June 1st for approval by August 1st of each year. The evaluation rubrics will have four defined annual ratings: ineffective, partially effective, effective, and highly effective. The Board will meet the requirements as outlined in N.J.A.C. 6A:10-2.2(a) for the annual evaluation of Principals and Assistant Principals and will ensure the training procedures as outlined in N.J.A.C. 6A:10-2.2(b) are followed when implementing the evaluation rubrics for all Principals or Assistant Principals. A District Evaluation Advisory Committee will be established in accordance with the requirements of N.J.A.C. 6A:10-2.3.

The minimum requirements for the evaluation procedures for Principals and Assistant Principals as outlined in N.J.A.C. 6A:10-2.4 will be followed. For each Principal or Assistant Principal rated ineffective or partially effective on the annual summative evaluation rating, as measured by the evaluation rubrics, a corrective action plan will be developed in accordance with the provisions of N.J.A.C. 6A:10-2.5.

The components of the principal evaluation rubrics as described in N.J.A.C. 6A:10-5.1 will apply to Principals and Assistant Principals. Measures of student achievement, as outlined in N.J.A.C. 6A:10-5.2, will be used to determine impact on student learning. Principal and Assistant Principal observations will be conducted in accordance with the provisions of N.J.A.C. 6A:10-5.4. The Superintendent or designated supervisor will conduct observations for the evaluation of Principals pursuant to N.J.S.A. 18A:6-121 and he or she will be trained pursuant to N.J.A.C. 6A:10-2.2(b).
Principal, or the Superintendent or designated supervisor, will conduct observations for the evaluation of Assistant Principals pursuant to N.J.S.A. 18A:6-121.

The principal practice instrument approved by the Department of Education will meet the criteria as outlined in N.J.A.C. 6A:10-6.3.

The Superintendent annually will notify all Principals or Assistant Principals of the adopted evaluation policies and procedures/regulations no later than October 1st. If a Principal or Assistant Principal is hired after October 1st, the Superintendent will notify the Principal or Assistant Principal of the policies and procedures/regulations at the beginning of his/her employment. All Principals and Assistant Principals will be notified of amendments to the policy and procedures/regulations within ten (10) working days of adoption.

**Legal References**

N.J.A.C. 6A:10-1.1 through 1.4; 6A:10-2.1 through 2.5
N.J.A.C. 6A:10-5.1 through 5.4
N.J.A.C. 6A:10-6.1 and 6.3
GG. Definitions – N.J.A.C. 6A:10-1.2

The following words and terms will have the following meanings when used in Board Policy #3224 and this Regulation unless the context clearly indicates otherwise:

“Annual performance report” means a written appraisal of a Principal’s or Assistant Principal’s performance prepared by the Superintendent or designated supervisor based on the evaluation rubric for his/her position.

“Annual summative evaluation rating” means an annual evaluation rating that is based on appraisals of educator practice and student performance, and includes all measures captured in a Principal or Assistant Principal evaluation rubric. The four summative performance categories are ineffective, partially effective, effective, and highly effective.

“Calibration” in the context of educator evaluation means a process to monitor the competency of a trained evaluator to ensure the evaluator continues to apply an educator practice instrument accurately and consistently according to the standards and definitions of the specific instrument.

“Chief School Administrator” means the Superintendent or the Administrative Principal, if there is no Superintendent.

“Commissioner” means Commissioner of the New Jersey Department of Education.

“Corrective Action Plan” means a written plan developed by the Superintendent or a designated supervisor in collaboration with a Principal or Assistant Principal to address deficiencies as outlined in an evaluation. The corrective action plan will include timelines for corrective action, responsibilities of the individual Principal and Assistant Principal and the school district for implementing the plan, and specific support that the district will provide as defined in N.J.S.A. 18A:6-119.

“Department” means the New Jersey Department of Education.

“Designated supervisor” means the supervisor designated by the Superintendent as the Principal’s or Assistant Principal’s supervisor.

“District Evaluation Advisory Committee” means a group created to oversee and guide the planning and implementation of the Board of Education’s evaluation policies and procedures as set forth in N.J.A.C. 6A:10-2.3.

“Educator practice instrument” means an assessment tool that provides: scales or dimensions that capture competencies of professional performance; and differentiation of a range of professional performance as described by the scales, which must be shown in practice and/or research studies.

“Evaluation” means an appraisal of an individual’s professional performance in relation to his/her job description and professional standards and based on, when applicable, the individual’s evaluation rubric.
“Evaluation rubrics” means a set of criteria, measures, and processes used to evaluate all Principals and Assistant Principals in a specific school district or local education agency. Evaluation rubrics consist of measures of professional practice, based on educator practice instruments and student outcomes. Each Board of Education will have an evaluation rubric specifically for teachers, another specifically for Principals and Assistant Principals, and evaluation rubrics for other categories of teaching staff members.

“Indicators of student progress and growth” means the results of assessment(s) of students as defined in N.J.A.C. 6A:8, Standards and Assessment.


“Job description” means a written specification of the function of a position, duties and responsibilities, the extent and limits of authority, and work relationships within and outside the school and school district.

“Observation” means a method of collecting data on the performance of a Principal’s or Assistant Principal’s assigned duties and responsibilities. An observation for the purpose of evaluation will be included in the determination of the annual summative evaluation rating and will be conducted by the Superintendent or designated supervisor.

“Post-observation conference” means a meeting, either in-person or remotely, between the supervisor who conducted the observation and a Principal or Assistant Principal for the purpose of evaluation to discuss the data collected in the observation.

“Principal practice instrument” means an assessment tool that provides scales or dimensions that capture competencies of professional performance; and differentiation of a range of professional performance as described by the scales, which must be shown in practice and/or research studies. The scores from the principal practice instrument are components of the evaluation rubrics and the scores are included in the summative evaluation rating for the individual.

“Scoring guide” means a set of rules or criteria used to evaluate a performance, product, or project. The purpose of a scoring guide is to provide a transparent and reliable evaluation process. Educator practice instruments include a scoring guide that an evaluator uses to structure his/her assessments and ratings of professional practice.

“Semester” means half of the school year.

“Signed” means the name of one physically written by oneself or an electronic code, sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

“Student growth objective” means an academic goal that teachers and designated supervisors set for groups of students.
“Student growth percentile” means a specific metric for measuring individual student progress on Statewide assessments by tracking how much a student’s test scores have changed relative to other students Statewide with similar scores in previous years.

“Superintendent” means Superintendent or Chief School Administrator.

“Supervisor” means an appropriately certified teaching staff member as defined in N.J.S.A. 18A:1-1, or Superintendent employed in the district in a supervisory role and capacity, and possessing a school administrator, Principal, or supervisor endorsement as defined in N.J.A.C. 6A:9B-11 and certified to evaluate a Principal or Assistant Principal.

II. Educator Evaluation Data, Information, and Annual Performance Reports – N.J.A.C. 6A:10-1.4

All information contained in 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., including, but not limited to, digital records, will be confidential. Such information will 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. will be construed to prohibit the Department or school district from, at its discretion, collecting evaluation data pursuant to N.J.S.A. 18A:6-123.e or distributing aggregate statistics regarding evaluation data.

JJ. Evaluation of Principals and Assistant Principals – N.J.A.C. 6A:10-2.1

1. The Board of Education will annually adopt evaluation rubrics for all Principals and Assistant Principals. The evaluation rubrics will have four defined annual ratings: ineffective, partially effective, effective, and highly effective.
3. Evaluation rubrics will be submitted to the Commissioner by June 1st for approval by August 1st of each year.
KK. **Duties of the Board of Education – N.J.A.C. 6A:10-2.2**

1. The Board of Education will meet the following requirements for the annual evaluation of Principals and Assistant Principals, unless otherwise specified:

   a. Establish a District Evaluation Advisory Committee to oversee and guide the planning and implementation of the Board of Education’s evaluation policies and procedures as set forth in N.J.A.C. 6A:10-1.1 et seq.;

   b. Annually adopt policies and procedures developed by the Superintendent pursuant to N.J.A.C. 6A:10-2.4, including the evaluation rubrics approved by the Commissioner pursuant to N.J.A.C. 6A:10-2.1(c);

   (1) The Superintendent will develop policies and procedures that, at a minimum, ensure student performance data on the Statewide assessment is, on receipt, promptly distributed or otherwise made available to staff members who were primarily responsible for instructing the applicable students in the school year in which the assessment was taken, as well as to staff members who are or will be primarily responsible for instructing the applicable students in the subsequent school year.

   c. Ensure the Superintendent annually notifies all Principals and Assistant Principals of the adopted evaluation policies and procedures no later than October 1st. If a Principal or Assistant Principal is hired after October 1st, the Board/Superintendent will notify the Principal or Assistant Principal of the policies and procedures at the beginning of his/her employment. All Principals and Assistant Principals will be notified of amendments to the policy and procedures within ten (10) working days of adoption;

   d. Annually adopt by June 1st, any Commissioner-approved educator practice instruments and, as part of the process described at N.J.A.C. 6A:10-2.1(c), notify the Department which instruments will be used as part of the school district’s evaluation rubrics;

   e. Ensure the Principal of each school within the school district has established a School Improvement Panel pursuant to N.J.A.C. 6A:10-3.1. The panel will be established annually by August 31st and will carry out the duties and functions described in N.J.A.C. 6A:10-3.2;

   f. Ensure data elements are collected and stored in an accessible and usable format. Data elements will include, but not be limited to, scores or evidence from observations for the purpose of evaluation and student growth objective data; and

   g. Ensure the Superintendent (or designee) certifies that any observer who conducts an observation of a Principal or Assistant Principal for the purpose of evaluation as described in N.J.A.C. 6A:10-4.4; N.J.A.C. 6A:10-5.4 and N.J.A.C. 6A:10-6.2 will meet the statutory observation requirements of N.J.S.A. 18A:6-119; 18A:6-123.b(8); and N.J.S.A. 18A:27-3.1 and the teacher member of the School Improvement Panel requirements of N.J.A.C. 6A:10-3.2.
2. The Board of Education will ensure the following training procedures are followed when implementing the evaluation rubric for all Principals and Assistant Principals and, when applicable, applying the Commissioner-approved principal practice instrument:
   a. Annually provide training on and descriptions of each component of the evaluation rubric for all Principals and Assistant Principals who are being evaluated in the school district and provide more thorough training for any Principals and Assistant Principals who are being evaluated for the first time. Training will include detailed descriptions of all evaluation rubric components including, when applicable, detailed descriptions of student achievement measures and all aspects of the principal practice instrument;
   b. Annually provide updates and refresher training for supervisors who are conducting evaluations in the school district and more thorough training for any supervisor who will evaluate Principals or Assistant Principals for the first time. Training will be provided on each component of the evaluated Principal’s or Assistant Principal’s evaluation rubric before the evaluation of the Principal or Assistant Principal;
   c. The Superintendent will annually certify to the Department that all supervisors of Principals and Assistant Principals in the school district who are utilizing evaluation rubrics have completed training on and have demonstrated competency in applying the evaluation rubrics.

LL. District Evaluation Advisory Committee – N.J.A.C. 6A:10-2.3

   1. Members of the District Evaluation Advisory Committee will include representation from the following groups: teachers from each school level represented in the school district; central office administrators overseeing the teacher evaluation process; supervisors involved in teacher evaluation, when available or appropriate; and administrators conducting evaluations, including a minimum of one administrator conducting evaluations who participates on a School Improvement Panel. Members also will include the Superintendent, a special education administrator, a parent, and a member of the Board of Education.
   2. The Superintendent may extend membership on the District Evaluation Advisory Committee to representatives of other groups and to individuals.
   3. Beginning in 2018-2019, the District Evaluation Advisory Committees will no longer be required and the Board of Education will have the discretion to continue the District’s Evaluation Advisory Committee.

MM. Evaluation Procedures for Principals and Assistant Principals - N.J.A.C. 6A:10-2.4

   1. The provisions outlined in Board Policy #3224 – Evaluation of Principals and Assistant Principals and this Regulation and N.J.A.C. 6A:10-2.4 will be the minimum requirements for the evaluation of Principals and Assistant Principals.
2. Evaluation policies and procedures requiring the annual evaluation of Principals and Assistant Principals will be developed under the direction of the Superintendent, who may consult with the District Evaluation Advisory Committee or representatives from School Improvement Panels, and will include, but not be limited to, a description of:
   a. Roles and responsibilities for implementation of evaluation policies and procedures;
   b. Job descriptions, evaluation rubrics for Principals and Assistant Principals, the process for calculating the summative ratings and each component and the evaluation regulations set forth in N.J.A.C. 6A:10-1.1 et seq.;
   c. Methods of data collection and reporting appropriate to each job description, including, but not limited to, the process for student attrition to teachers, Principals, Assistant Principals for calculating the median and school-wide student growth percentile;
   d. Processes for observations for the purpose of evaluation and post-observation conference(s) by a supervisor;
   e. Process for developing and scoring student growth objectives;
   f. The process for preparation of individual professional development plans; and
   g. The process for preparation of an annual performance report by the designated supervisor, and an annual summary conference between the Principal or Assistant Principal and the designated supervisor.

3. The annual summary conference between the designated supervisor and the Principal or Assistant Principal will be held before the annual performance report is filed. The conference will occur on or before June 30th of each school year and will include, but not be limited to, a review of the following:
   a. The performance of the Principal or Assistant Principal based on the job description and the scores or evidence compiled using the evaluation rubric, including, when applicable:
      (1) The principal’s practice instrument; and
      (2) Available indicators or student achievement measures such as student growth objective scores and student growth percentile scores.
   b. The progress of the Principal or Assistant Principal toward meeting the goals of the individual professional development plan or, when applicable, the corrective action plan; and
   c. The preliminary annual performance report.

4. If any scores for the Principal’s or Assistant Principal’s evaluation rubric are not available at the time of the annual summary conference due to pending assessment results, the annual summative evaluation rating will be calculated once all component ratings are available.

5. The annual performance report for the Principal or Assistant Principal will be prepared by the designated supervisor and will include, but not be limited to:
a. A summative rating based on the evaluation rubric, including, when applicable, a total score for each component as described in N.J.A.C. 6A:10-5;
b. Performance area(s) of strength and area(s) needing improvement based on the job description and components of the Principal’s or Assistant Principal’s evaluation rubric; and
c. The Principal’s or Assistant Principal’s individual professional development plan or a corrective action plan from the evaluation year being reviewed in the report.

6. The Principal or Assistant Principal and the designated supervisor will sign the report within five (5) working days of the review.

7. The Board of Education will include all performance reports and supporting data, including, but not limited to, written observation reports and additional components of the summative evaluation rating as part of the Principal’s or Assistant Principal’s personnel file, or in an alternative, confidential location. If reports and data are stored in an alternate location, the personnel file will clearly indicate the report’s location and how it can be easily accessed. The records will be confidential and will not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

NN. **Corrective Action Plans for Principals and Assistant Principals – N.J.A.C. 6A:10-2.5**

1. For each Principal and Assistant Principal rated ineffective or partially effective on the annual summative evaluation, as measured by the evaluation rubrics, a corrective action plan will be developed by the Principal or Assistant Principal and the designated supervisor. Even if the Principal or Assistant Principal does not agree with the corrective action plan’s content, the designated supervisor will make the final determination.

2. The corrective action plan will be developed and the Principal or Assistant Principal and his/her designated supervisor will meet to discuss the corrective action plan by October 31st of the school year following the year of evaluation except:
   a. If the ineffective or partially effective summative evaluation rating is received after October 1st of the school year following the year of evaluation, then a corrective action plan must be developed, and the Principal or Assistant Principal and his/her designated supervisor will meet to discuss the corrective action plan within twenty-five (25) working days following the school district’s receipt of the Principal’s or Assistant Principal’s summative rating.

3. The content of the corrective action plan will replace the content of the individual professional development plan required pursuant to N.J.A.C. 6A:9C-4.3(a) and 4.4(a) and will:
   a. Address areas in need of improvement identified in the principal evaluation rubric;
   b. Include specific, demonstrable goals for improvement;
c. Include responsibilities of the evaluated employee and the school district for the plan’s implementation; and

d. Include timelines for meeting the goal(s).

4. The designated supervisor and the Principal or Assistant Principal on a corrective action plan will discuss the Principal’s or Assistant Principal’s progress toward the goals outlined in the corrective action plan during each post-observation conference, when required by N.J.S.A. 18A:27-3.1 or N.J.A.C. 6A:10-5.4.

5. Progress toward the Principal’s or Assistant Principal’s goals outlined in the corrective action plan:
   a. Will be documented in the Principal’s or Assistant Principal’s personnel file and reviewed at the annual summary conference and the mid-year evaluation. Both the Principal or Assistant Principal on a corrective action plan and his/her designated supervisor may collect data and evidence to demonstrate the Principal’s, or Assistant Principal’s progress toward his or her corrective action plan goals; and
   b. May be used as evidence in the Principal’s or Assistant Principal’s next annual summative evaluation; however, such progress will not guarantee an effective rating on the next summative evaluation.

6. Responsibilities of the evaluated Principal or Assistant Principal on a corrective action plan will not be exclusionary of other plans for improvement determined to be necessary by the designated supervisor.

7. The Superintendent (or designee), and the Principal, as appropriate, will conduct a mid-year evaluation of any Principal or Assistant Principal pursuant to N.J.S.A. 18A:6-121.c. The mid-year evaluation will occur approximately midway between the development of the corrective action plan and the expected receipt of the next annual summative rating. The mid-year evaluation will include, at a minimum a conference to discuss progress toward the Principal’s or Assistant Principal’s goals outlined in the corrective action plan. The mid-year evaluation conference may be combined with a post-observation conference.

8. The Superintendent will ensure Principals and Assistant Principals with a corrective action plan receive one observation and a post-observation conference in addition to the observations required in N.J.A.C. 6A:10-5.4 for the purpose of evaluation as described in N.J.A.C. 6A:10-1.2 and 5.4.

9. The corrective action plan will remain in effect until the Principal or Assistant Principal receives his/her next summative evaluation rating.

10. There will be no minimum number of working days a Principal’s or Assistant Principal’s corrective action plan can be in place.
OO. **Components of Principal Evaluation Rubrics – N.J.A.C. 6A:10-5.1**

1. Unless otherwise noted, the components of the principal evaluation rubrics will apply to teaching staff members holding the position of Principal or Assistant Principal and holding a valid and effective standard, provisional, or emergency administrative certificate.

2. The principal evaluation rubric will meet the standards provided in N.J.S.A. 18A:6-123, including, but not limited to:
   a. Measures of student achievement pursuant to N.J.A.C. 6A:10-5.2; and
   b. Measures of principal practice pursuant to N.J.A.C. 6A:10-5.3 and 5.4.

3. To earn a summative rating, the Principal or Assistant Principal will have a student achievement score, pursuant to N.J.A.C. 6A:10-5.2 and a principal practice score pursuant to N.J.A.C. 6A:10-5.3 and 5.4.

4. Each score will be converted to a percentage weight so all measures make up 100 percent of the evaluation rubric. By August 31st prior to the school year in which the evaluation rubric applies, the Department will provide on its website the required percentage weight of each component and the required summative rating scale. All components will be worth the following percentage weights or fall within the following ranges:
   a. If, according to N.J.A.C. 6A:10-5.2(b), the Principal or Assistant Principal receives a school-wide student growth percentile score as described in N.J.A.C. 6A:10-5.2(c), the score will be at least ten (10) percent and no greater than forty (40) percent of evaluation rubric rating as determined by the Department.
   b. Measure of average student growth objective for all teachers, as described in N.J.A.C. 6A:10-5.2(d), will be at least ten percent and no greater than twenty percent of evaluation rubric rating as determined by the Department.
   c. Measure of administrator goal, as described in N.J.A.C. 6A:10-5.2(e), will be no less than ten percent and no greater than forty percent of evaluation rubric rating as determined by the Department.
   d. Measure of principal practice, as described in N.J.A.C. 6A:10-5.3(b), will be no less than fifty percent of evaluation rubric rating.

5. Standardized assessments, used as a measure of student progress, will not be the predominant factor in determining a Principal’s annual summative rating.

6. The Department will periodically collect principal evaluation rubric data that will include, but are not limited to, component-level scores and annual summative ratings.

**PP. Student Achievement Components of Principal Evaluation Rubrics – N.J.A.C. 6A:10-5.2**

1. Measures of student achievement will be used to determine impact on student learning and will include the following components:
   a. The school-wide student growth percentile of all students assigned to the Principal;
b. Average student growth objective scores of every teacher, as described in N.J.A.C. 6A:10-4.2(e), assigned to the Principal; and

c. Administrator goals set by Principals and Assistant Principals in consultation with their designated supervisor pursuant to N.J.A.C. 6A:10-5.2(e), will be specific and measurable, based on student growth and/or achievement data.

2. The school-wide student growth percentile score will be included in the annual summative rating of Principals and Assistant Principals who are assigned to a school as of October 15th and who are employed in schools where student growth percentiles are available for students in one or more grades. If the Principal or Assistant Principal is employed in more than one school, the Superintendent will assign to the Principal or Assistant Principal, as appropriate, the school-wide student growth percentile from one school and will notify the Principal or Assistant Principal at the beginning of the school year of the student growth percentile assignment.

3. The Department will calculate the school-wide student growth percentile for Principals and Assistant Principals.

4. The average student growth objective scores of all teachers, as described in N.J.A.C. 6A:10-4.2(e), will be a component of the Principal’s annual summative rating. The average student growth objective scores for Assistant Principals will be determined according to the following procedures:

   a. The Principal, in consultation with the Assistant Principal, will determine prior to the start of the school year, which teachers, if not all teachers in the school, will be linked to the Assistant Principal’s average student growth objective score.

   b. If the Assistant Principal does not agree with the list of teachers linked to his/her name for the purposes of this measurement, the Principal will make the final determination.

5. Administrator goals for Principals or Assistant Principals will be developed and measured according to the following procedures:

   a. The designated supervisor will determine for all Principals or Assistant Principals, the number of required administrator goals which will reflect the achievement of a significant number of students within the school. By August 31st prior to the school year in which the evaluation rubric applies, the Department will provide on the Department’s website the minimum and maximum number of required goals, which will be at least one goal and no more than four goals.

   b. Principals or Assistant Principals will develop, in consultation with their designated supervisor, each administrator goal. Each Assistant Principal will set goals specific to his/her job description or adopt the same goals as his/her Principal. If the Principal or Assistant Principal and designated supervisor do not agree on the administrator goal, the Principal’s or Assistant Principal’s designated supervisor will make the final determination.
c. Administrator goals and the criteria for assessing performance based on those objectives will be determined, recorded, and retained by the Principal or Assistant Principal and his/her designated supervisor by October 31st of each school year, or within twenty-five (25) working days of the Principal’s or Assistant Principal’s start date if he/she begins work after October 1st.

d. The administrator goal score will be approved by the designated supervisor of the Principal or Assistant Principal. The Principal’s or Assistant Principal’s administrator goal score, if available, will be discussed at his/her annual summary conference and recorded in his/her personnel file.

QQ. Principal Practice Component of Evaluation Rubric – N.J.A.C. 6A:10-5.3

1. Measures of principal practice will include a measure determined through a Commissioner-approved principal practice instrument and may include a leadership measure determined through the Department-created leadership rubric.

2. Principal practice component rating will be based on the measurement of the Principal’s or Assistant Principal’s performance according to the school district’s Commissioner-approved principal practice instrument. Observations pursuant to N.J.A.C. 6A:10-5.4 will be used as one form of evidence for this measurement.

3. Leadership practice will be determined by a score on a leadership rubric, which will assess the Principal’s or Assistant Principal’s ability to improve student achievement and teaching staff member effectiveness through identified leader behaviors. The rubric will be posted on the Department’s website and annually maintained.

RR. Principal and Assistant Principal Observations – N.J.A.C. 6A:10-5.4

1. The Superintendent (or designee) will conduct observations for the evaluation of Principals pursuant to N.J.S.A. 18A:6-121 and he or she will be trained pursuant to N.J.A.C. 6A:10-2.2(b).

2. A Principal, or the Superintendent (or designee), will conduct observations for the evaluation of Assistant Principals pursuant to N.J.S.A. 18A:6-121.

3. For the purpose of collecting data for the evaluation of a Principal or Assistant Principal, an observation, as described in N.J.S.A. 18A:6-119 and N.J.A.C. 6A:10-1.2, may include, but is not limited to: building walk-through, staff meeting observation, parent conference observation, or case study analysis of a significant student issue.

4. Post-observation conferences will include the following procedures:
   a. A supervisor who is present at the observation will conduct a post-observation conference with the Principal or Assistant Principal being observed. A post-observation conference will occur no more than fifteen (15) working days following each observation.
   b. The post-observation conference will be for the purpose of reviewing the data collected at the observation, connecting the data to the principal practice instrument and the
Principal’s or Assistant Principal’s individual professional development plan, collecting additional information needed for the evaluation, and offering areas to improve effectiveness.

c. With the consent of the observed Principal or Assistant Principal, post-observation conferences for individuals who are not on a corrective action plan may be conducted via written communication, including electronic communication.

d. One post-observation conference may be combined with the Principal’s or Assistant Principal’s annual summary conference as long as it occurs within the required fifteen (15) working days following the observation.

e. A written or electronic observation report will be signed by the supervisor who conducted the observation and post-observation and the Principal or Assistant Principal who was observed.

f. The Principal or Assistant Principal will submit his/her written objection(s) of the evaluation within ten (10) working days following the conference. The objection(s) will be attached to each party’s copy of the annual performance report.

5. Each tenured Principal and Assistant Principal will be observed as described in N.J.A.C. 6A:10-5.4, at least two times during each school year. Each non-tenured Principal and Assistant Principal will be observed as described in N.J.A.C. 6A:10-5.4 at least three times during each school year, as required by N.J.S.A. 18A:27-3.1. An additional observation will be conducted pursuant to N.J.A.C. 6A:10-2.5(l) for Principals and Assistant Principals who are on a corrective action plan.

SS. Principal Practice Instrument – N.J.A.C. 6A:10-6.3

1. The principal practice instrument approved by the Department will meet the following criteria:


b. Include scoring guides for assessing principal practice that differentiate among a minimum of four levels of performance, and the differentiation has been shown in practice and/or research studies. Each scoring guide will clearly define the expectations for each category and provide a conversion to four categories;

c. Rely on, to the extent possible, multiple sources of evidence collected throughout the school year, including, but not limited to, evaluation of a Principal’s leadership related to:

(1) Implementing high-quality and standards-aligned curriculum, assessments, and instruction; and

(2) Evaluating the effectiveness of teaching staff members and supporting their professional growth.
d. Include descriptions of specific training and implementation details required for the instrument to be effective.
The Board of Education recognizes that teaching staff members and administrators enjoy a private life outside their job responsibilities in the school district. The Board believes the role of the teaching profession is such that teachers exert a continuing influence away from the school district. Accordingly, the Board reserves the right to determine if activities outside the teaching staff member’s and administrator’s job responsibilities interfere with their professional performance and the discharge of the member’s responsibilities to the students of this district.

All teaching staff members and administrators are advised to be governed in the conduct of personal activities by the following guidelines:

1. Teaching staff members and administrators will not devote time during their work day to an outside private enterprise, business or business organization, or for personal gain. They will not solicit or accept customers for a private enterprise, business, and/or business organization on school grounds during their work day without the express permission of the Superintendent;

2. The Board does not endorse, support, or assume liability in any way for any staff member of this district who takes students on trips not approved by the Board or Superintendent, and will not be liable for the welfare of students who travel on such trips. Any staff member who takes students of this district on a trip not approved by the Board or Superintendent will clearly and concisely inform the parent(s) of any student solicited and/or attending such a trip that the trip is not endorsed, supported, approved, or authorized by the Board of Education. A staff member will not solicit students on school grounds for trips not approved by the Board or Superintendent;

3. The Board does not endorse, support, or assume liability in any way for any teaching staff member of this district who conducts a private activity in which students or employees of this district participate;

4. Teaching staff members and administrators will not send campaign literature home with students, or request, direct, or have students distribute campaign literature; campaign using school district resources (e.g., copy machines, email, telephones) on behalf of any candidate for local (including the Board of Education), state, or national office or for any bond issue, proposal, or any public question submitted at any general, municipal, or school election; no student will be requested or directed by any teaching staff member to engage in any activity which tends to promote, favor, or oppose any such candidacy, bond issue, proposal, or public question;

5. Teaching staff members will not privately tutor students for compensation that are currently enrolled in their classes even off school grounds, they also will not privately tutor students for compensation during the summer that were enrolled in their classroom during the school year just ended or are scheduled to be enrolled in their classroom during the upcoming school year;
6. Teaching staff members should not use school district facilities for privately tutoring students for compensation; and

7. Copyrights and patents to materials or equipment developed, written, prepared, processed, or tested by teaching staff members in the performance of their professional duties reside with and may be claimed by the Board.

Legal References
N.J.S.A. 19:1.1 et seq.
A. Outside Employment

1. A full-time employee may engage in outside employment only when such employment does not:
   a. Constitute a conflict of interest;
   b. Violate the provisions of the New Jersey School Ethics Act; or
   c. Occur at a time when the employee has assigned district duties and responsibilities.

2. A full-time employee who engages in employment outside the school district shall report that employment to the Superintendent only if the outside employment may require any type of accommodation by the school district or if the outside employment would require the staff member to not perform or limit the staff member’s ability to perform all the responsibilities of their school district employment.

B. Private Enterprise, Business or Business Organizations, or Personal Gain

1. An employee shall not conduct activities on school district grounds that may advance a private enterprise, business or business organization, or for personal gain, without the express permission of the Superintendent. Permission will not be given for solicitations or collections on behalf of a private enterprise, business or business organization, or for personal gain.

2. An employee shall not, on school grounds, solicit pupils for trips other than those expressly approved by the Board or Superintendent without the permission of the Superintendent. School grounds shall not be used as the point of departure or arrival for any such privately arranged trip.

Adopted: August 18, 2009
Revised: March 5, 2013
3231 – Outside Employment as Athletic Coach

The Board of Education will permit, in accordance with this Policy, staff members of this school district to serve as an athletic coach in another school district providing the responsibilities in the other district do not interfere with the performance of the staff member’s professional responsibilities in this district.

A staff member who wishes to accept employment as an athletic coach in another school district must request and receive permission to do so from the Superintendent of this district if the staff member may need to request any special accommodation(s) from this school district to fulfill their coaching responsibilities in another school district. A special accommodation may be consideration for a requested duty assignment(s), a temporary work schedule adjustment and/or other considerations. A special accommodation will not be considered if it would violate any provisions of any collective bargaining agreement within the district. The staff member’s request to the Superintendent must be in writing and must indicate with specificity the accommodation(s) that may be required. The Superintendent, in consultation with the staff member’s Building Principal and/or immediate supervisor, will evaluate each request on a case-by-case basis.

Legal References
N.J.A.C. 6A:9B-5.16

Adopted: August 18, 2009
Revised: August 9, 2016
3232 – Tutoring Services

Teaching staff members routinely provide time beyond their assigned responsibilities to pupils who need additional help in their academic programs. This additional help is provided by a teaching staff member on school grounds during their free time during their workday either immediately before or after school hours. The time a teaching staff member provides additional help to a pupil is an extension of their assigned school district responsibilities and a teaching staff member may not charge a fee for providing this additional help to pupils.

However, the Board of Education recognizes a teaching staff member may be privately contracted to provide tutoring services to a pupil in addition to any supplemental help a pupil receives before, during, and/or after the school day. These tutoring services must be provided to a pupil under a private agreement between the teaching staff member and the parent and/or pupil. Private tutoring must not take place on school grounds.

The Board of Education assumes no responsibility, liability, or obligations for the selection of the private tutor or the quality of the private tutoring services. Teaching staff members shall not provide private tutoring services for a fee or any compensation to any pupil that is currently enrolled in their classes, was enrolled in their classes the previous school year, is scheduled to be enrolled in their classes the following school year, or to a pupil who the teaching staff member participates as a member of the pupil’s evaluation team.

Adopted: July 9, 2013
R3232 – Tutoring Services

A. Additional Help in the Academic Program

1. Teaching staff members will make every reasonable effort to assist pupils assigned to them who need additional help in their academic programs.

2. Additional help may be given during the course of the teaching staff member’s work day or before or after the school hours.

3. This additional help is an extension of the teaching staff member’s assigned school district responsibilities and no teaching staff member may charge a fee for providing this additional help to pupils.

A. Private Tutoring Services

1. A teaching staff member who believes a pupil may benefit from private tutoring services in addition to any supplemental help provided to a pupil as part of the teaching staff members assigned responsibilities will so inform the Building Principal (or designee).

2. If the Building Principal (or designee) concurs with the teaching staff member’s recommendation, he/she or the teaching staff member will notify the pupil’s parent(s). The Building Principal (or designee) will not recommend a private tutor or maintain a list of private tutors. The retention of a private tutor is the sole responsibility of the parent.

3. The responsibility of contracting a private tutor is the responsibility of the parent. The Building Principal (or designee) will discuss the pupil’s performance and needs with the pupil’s parent(s).

4. The teaching staff member shall cooperate with the pupil in providing information and materials used in class and in specifying the areas where the pupil needs tutoring.

5. Private tutoring shall not take place on school grounds and any fees or compensation arrangements shall be made between the private tutor and the pupil’s parent(s). The Board of Education assumes no responsibility, liability, or obligations for the selection of a private tutor that is contracted by the parent(s) or the quality of the tutoring services provided.

6. A teaching staff member may be contracted by a pupil’s parent(s) to provide private tutoring services to the pupil. Teaching staff members are prohibited from providing private tutoring services to a pupil that is currently enrolled in their classes, was enrolled in their classes the previous school year, is scheduled to be enrolled in their classes the following school year, or to a pupil who the teaching staff member participates as a member of the pupil’s evaluation team.

Adopted: August 18, 2009
Revised: July 9, 2013
The Board of Education recognizes and encourages the right of all citizens, including teaching staff members, to engage in political activity. The Board prohibits the use of school premises and school time, however, for partisan political purposes.

The Board establishes the following guidelines to govern teaching staff members in their political activities:

1. A teaching staff member shall not engage in political activity on school premises unless permitted in accordance with Board Policy #7510 - Use of School Facilities and/or applicable Federal and State laws;

2. A teaching staff member shall not post political circulars or petitions on school premises nor distribute such circulars or petitions to other staff members or pupils, nor use the district provided email account, nor use district copying facilities to print circulars or petitions, nor solicit campaign funds or campaign workers on school premises;

3. A teaching staff member shall not display any material that would tend to promote any candidate for office on an election day in a school facility that is used as a polling place;

4. A teaching staff member shall not engage in any activity in the presence of pupils while on school property, which activity is intended and/or designed to promote, further or assert a position(s) on labor relations issues.

A certificated staff member employed by this district who is a member of the Senate or General Assembly of the State of New Jersey shall be entitled to time off from school district duties, without loss of pay, during the periods of his/her attendance at regular or special sessions of the legislature and hearings or meetings of any legislative committee or commission.

A certificated staff member employed by this district who is a member of the Board of Chosen Freeholders of any county of New Jersey shall be entitled to time off from his/her duties, without pay, during the periods of his/her attendance at regular or special meetings of the Board and of any committee thereof and at such other times as he/she shall be engaged in performing the necessary functions and duties of his/her office as a member of the Board.

No other teaching staff member who holds elective or appointive office is so entitled to time off, except as such time off may be provided for by Board policy or negotiated agreement.

The provisions of this Policy do not apply to the discussion and study of politics and political issues appropriate to the curriculum, the conduct of pupil elections, or the conduct of employee representative elections.

Nothing in this Policy shall be interpreted to impose a burden on the constitutionally protected speech or conduct of a staff member or pupil.
Policy

Lopatcong Township
Board of Education

Teaching Staff Members
3233 – Political Activities
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Legal References

N.J.S.A. 11:17-2
N.J.S.A. 19:34-42
Green Township v. Rowe, Superior Court of New Jersey - Appellate Division A-2528-98T5

Adopted: August 18, 2009
R3233 – Political Activities

A. Prohibited Activities

The following political activities are prohibited on school district premises:

1. Posting of political circulars or petitions on bulletin boards that are not sponsored by the school and included as part of the school curriculum and/or program;
2. The distribution to employees, whether by placing in their school mailboxes, sending them in electronic form using district provided email accounts, copying political circulars or petitions on district equipment, or otherwise, of political circulars or petitions, except as delivered by the U.S. Postal Service;
3. Collection of and solicitation for campaign funds;
4. Solicitation for campaign workers;
5. Use of pupils for writing or addressing political materials or the distribution of such materials to or by pupils;
6. Display of any materials that promote the candidacy of any candidate for office by a person working on an election day in a district facility used as a polling place; and
7. Any activity in the presence of pupils while on school property, which activity is intended and/or designed to promote, further or assert a position(s) on labor relations issues.

B. Permitted Activities

The following political activities are permitted on school premises:

1. Conduct of pupil and employee elections and any campaigning connected with those elections;
2. Classroom discussion and study of politics and political issues, when such discussion and study are appropriate to studies such as history, current events, or political science; and
3. Distribution of political materials when approved by the Building Principal and when relevant to the class, curriculum, and maturity of the pupils, such material shall be presented by the teacher without bias or discrimination.

C. Nothing in this Regulation shall be interpreted to impose a burden on the constitutionally protected speech or conduct of a staff member or pupil.

Adopted: August 18, 2009
3240 – Professional Development for Teachers and School Leaders (M)

The Board of Education encourages all teaching staff members to pursue a program of continuing professional development by course work or matriculation in institutions of higher learning, participation in workshops and conferences, membership in professional organizations, and independent scholarship.

Teaching staff members may be permitted to: visit other schools and classrooms; attend local, regional, or national conferences; and participate in committees, workshops, and panels, both within and outside the district. Requests for participation in such professional development activities must be submitted in writing to the Superintendent (or designee). In addition, the Board of Education must approve all travel expenditures in accordance with N.J.S.A. 18A:11-12 and the State of New Jersey Department of the Treasury, Office of Management and Budget Circulars 08-19-OMB and 06-14-OMB (OMB Circulars) and any superseding circulars and any additional requirements set forth in N.J.A.C. 6A:23A-7 et seq.

A teaching staff member who has been granted time off and/or approved to be reimbursed for a professional development activity will submit to the Superintendent (or designee), within ten working days, a brief written report that includes the primary purpose of the travel, the key issues addressed at the event, and their relevance to improving instruction or the operations of the school district.

All active teachers, defined as staff whose positions require possession of the instructional or educational services certificates in accordance with N.J.A.C. 6A:9C-8 through 11, and 13 and all active school leaders serving on a permanent or interim basis whose positions require possession of the Chief School Administrator, Principal, or Supervisor endorsement in accordance with N.J.A.C. 6A:9B-12 will comply with the professional development requirements as outlined in N.J.A.C. 6A:23A-7 et seq.

To meet the professional development requirement, each teacher will be guided by an individual Professional Development Plan (PDP), which will include at least twenty (20) hours per school year of qualifying activities as outlined in N.J.A.C. 6A:9C-4.4. The PDP will be developed by each teacher’s supervisor in consultation with the teacher and will align with the Professional Standards for Teachers in N.J.A.C. 6A:9-3.3 and the Standards for Professional Learning in N.J.A.C. 6A:9C-3.3. The PDP will be updated annually in accordance with N.J.A.C. 6A:9C-4.4(c) and modified during the year as outlined in N.J.A.C. 6A:9C-4.4(d).

District-level and School-level professional development planning and implementation will be in accordance with the requirements of N.J.A.C. 6A:9C-4.2.

Implementation of the professional development requirement for school leaders will be in accordance with N.J.A.C. 6A:9C-4.3.

The Board of Education will comply with the monitoring and assistance requirements as outlined in N.J.A.C. 6A:9C-4.4.
The Board will monitor and enforce the professional development requirements for teachers and school leaders set forth in N.J.A.C. 6A:9C-4.1 et seq. and will actively assist and support the provision of opportunities and resources, and the efforts by teachers and school leaders to meet the professional development requirements.

Legal References
N.J.A.C. 6A:9-3.3; 6A:9B-8 through 13; 6A:9C-3.3; 6A:9C-4.1 et seq.; 6A:13-2.1

Adopted: August 18, 2009
Revised: August 8, 2017
R3240 – Professional Development for Teachers and School Leaders

A. Definitions (N.J.A.C.6A:9C-2.1)

1. The definitions set forth in N.J.A.C. 6A:9-2.1 will apply to the words and terms used in N.J.A.C. 6A:9C-3 et seq. and 6A:9C-4 et seq. and Board Policy and Regulation #3240 – Professional Development for Teachers and School Leaders.

B. Components of Professional Development (N.J.A.C. 6A:9C-3.2)

1. Professional development will align with the Professional Standards for Teachers and the Professional Standards for School Leaders in N.J.A.C. 6A:9-3, the standards for professional learning in N.J.A.C. 6A:9C-3.3, student learning and educator development needs, and school, school district, and/or State improvement goals.

2. Professional development will encompass a broad range of professional learning that contributes to improved practice, including, but not limited to, participation in the work of established collaborative teams of teachers, school leaders, and other administrative, instructional, and educational services staff members who commit to working together to accomplish common goals and who are engaged in a continuous cycle of professional improvement focused on:
   a. Evaluating student learning needs through ongoing reviews of data on student performance; and
   b. Defining a clear set of educator learning goals based on the rigorous analysis of data on student performance.

3. Professional learning will incorporate coherent, sustained, and evidenced-based strategies that improve educator effectiveness and student achievement, such as job-embedded coaching or other forms of assistance to support educators’ transfer of new knowledge and skills to their work.

4. Professional learning may be supported by external expert assistance or additional activities that:
   a. Address defined student and educator learning goals;
   b. Advance primarily ongoing school-based professional learning; and
   c. Include, but are not limited to, courses, workshops, institutes, networks, and conferences provided by for-profit and nonprofit entities outside the school such as universities, educational service agencies, technical assistance providers, networks of content specialists, and other education organizations and associations.
C. Standards for Professional Learning (N.J.A.C. 6A:9C-3.3)

1. Professional learning that increases educator effectiveness and improves results for all students will be guided by the following standards:

   a. Learning communities: Occurs within learning communities committed to continuous improvement, collective responsibility, and goal alignment;

   b. Leadership: Requires skillful leaders who develop capacity, advocate, and create support systems for professional learning;

   c. Resources: Requires prioritizing, monitoring, and coordinating resources for educator learning;

   d. Data: Uses a variety of sources and types of student, educator, and system data to plan, assess, and evaluate professional learning;

   e. Learning designs: Integrates theories, research, and models of human learning to achieve its intended outcomes;

   f. Implementation: Applies research on change and sustains support for implementation of professional learning for long-term change; and

   g. Outcomes: Aligns its outcomes with educator performance and student curriculum standards.

D. Requirements for Individual Teacher Professional Development Planning and Implementation (N.J.A.C. 6A:9C-4.4)

1. Each teacher will be guided by an individualized Professional Development Plan (PDP), pursuant to N.J.S.A. 18A:6-128.a, which will include at least twenty hours (20) per year of qualifying experiences. The twenty-hour (20) annual requirement will be based on the length of full-time employment and reduced by a pro rata share reflecting part-time employment, or an absence, including the use of family or medical leave.

2. The content of each individual PDP will be developed by each teacher’s supervisor, in consultation with the teacher, and will align with the Professional Standards for Teachers in N.J.A.C. 6A:9-3 and the Standards for Professional Learning in N.J.A.C. 6A:9C-3.3.

3. Each teacher’s individual PDP will be updated annually no later than October 31, except:

   a. If the teacher is hired after October 1st, the PDP will be developed within twenty-five (25) working days of his/her hire.

4. The individual PDP will be modified during the year, as necessary, and will specify at least:

   a. One area for development of professional practice derived from the results of observations and evidence accumulated through the teacher’s annual performance evaluation; and
b. One area for development of professional practice derived from individual, collaborative
team, school, or school district improvement goals.

5. Progress on the individual PDP will be discussed at the annual summary conference, pursuant to
N.J.A.C. 6A:10-2.4, but may occur more frequently throughout the year.

6. Evidence of progress toward meeting the requirements of the teacher’s individual PDP may be
provided by the teacher and/or his/her designated supervisor, and will be reviewed as part of
each annual summary conference.

7. A teacher’s individual PDP goals may necessitate more than the recommended minimum
requirements outlined in N.J.A.C. 6A:9C-4.

8. Additional hours of qualifying experiences may be required for teachers in low-performing
schools, as determined by the Commissioner of Education.

9. The teacher’s designated supervisor will:
   a. Use the teacher performance evaluation process and the professional development
      planning process to monitor each teacher’s progress in meeting the professional
development requirements and will take appropriate steps to assure such progress. If a
teacher’s progress is found to be inadequate, the teacher’s designated supervisor will
take appropriate remedial action by applying sound and accepted principles of
progressive supervision and other appropriate means; and
   b. Maintain accurate records of each teacher’s progress in meeting the individual
      professional development requirements, pursuant to N.J.A.C. 6A:9C-4.3 and N.J.A.C.
      6A:9C-4.4. Such records will include a copy of each teacher’s current PDP and
timeline, as well as any documentation and evidence showing the teacher’s progress
      toward meeting the plan’s requirements.

10. If a teacher leaves the employ of one New Jersey school district and is hired by another, the
previous employing school district will share with the new employing school district the
teacher’s individual PDP and all supporting documentation. If the current individual PDP is
found to be unsuitable to the teacher’s new assignment, the new employing school district will
ensure a revised individual PDP and timeline is created in accordance with N.J.A.C. 6A:9C-4.4.

E. School-Level Plans for Professional Development Implementation (N.J.A.C. 6A:9C-4.2)

1. The Building Principal will oversee the development and implementation of a plan for school-
level professional development and will ensure:
   a. The school-level professional development plan includes a description of school-level
      and team-based professional learning aligned with identified school goals, and includes
      teacher and student learning needs; And
b. All teachers receive the necessary opportunities, support, and resources to complete individual professional development requirements pursuant to N.J.A.C. 6A:9C-4.4(a).

2. The school-level plan will become part of the district’s professional development plan reviewed by the Board of Education pursuant to N.J.A.C. 6A:9-15.6.

F. Requirements for District-Level Plans for Professional Development Implementation (N.J.A.C. 6A:9C-4.2)

1. The school district plan will provide information on school-level and district-wide professional development learning opportunities, the resources being allocated toward their support, a justification for the expenditures, and include any professional development required by statute or regulation.

2. The Superintendent (or designee) will oversee the development and implementation the school district of plans to address the school district’s professional development needs and will review on an annual basis the school district plan to assess its effectiveness and revise it, as necessary, to meet the school district’s learning goals for students, teachers, and school leaders.

3. When overseeing and reviewing the school district plan, the Superintendent (or designee) will:
   a. Review school-level professional development plans;
   b. Assess the learning needs of students, teachers, and school leaders based on educator evaluation data, school-level plan, and data from school- and district-level performances;
   c. Plan, support, and implement professional learning activities that address the New Jersey Student Learning Standards (NJSLS), and that align with the Standards for Professional Learning in N.J.A.C. 6A:9C-3.3 and the Professional Standards for Teachers and School Leaders in N.J.A.C. 6A:9-3;
   d. Develop and update, as necessary, the district mentoring plan for non-tenured teachers including novice professional teachers who hold a CE or CEAS, in accordance with N.J.A.C. 6A:9C-5.3;
   e. Present the plan to the Board of Education to review for fiscal impact; and
   f. Certify annually to the Department of Education, through a statement of assurance, that the school district is meeting the requirements for the school district plan as set forth in N.J.A.C. 6A:9C-4.2 and that it includes requirements of the district mentoring plan pursuant to N.J.A.C. 6A:9C-5.3.

4. School districts sending to the same high school may form a regional consortium to develop one district-wide plan based on the sending schools’ plans.

G. Requirements for and Implementation of School Leaders’ Professional Development Plans (N.J.A.C. 6A:9C-4.3)

1. Each school leader will create, implement, and complete an individual PDP:
b. Derives from the results of observations, evidence, and recommendations included in the annual performance evaluation of the school leader;
c. Identifies professional learning goals that address specific individual, school, or school district goals;
d. Grounds professional learning in objectives related to improving teaching, learning, and student achievement, and aligns to the school and/or school district plan for professional development;
e. Includes training on: school law, ethics, and governance pursuant to N.J.S.A. 18A:26-8.2 and other statutory requirements related to student safety, bullying and harassment, and well-being.

2. Each school leader’s individual PDP will be developed by October 31st except:
a. If the school leader is hired after October 1st, the PDP will be developed within twenty-five (25) working days of his/her hire.

3. The Superintendent will develop an individual PDP for review by the Board of Education. In developing the individual PDP, the following process will be followed:
a. The Board will review the Superintendent’s individual PDP, including the individual training needs pursuant to N.J.A.C. 6A:9C-4.3(a)5, and will ensure the individual PDP aligns to school district goals and to the school district’s plan for professional development.
b. The Superintendent will submit annually to the Board evidence of progress toward completion of the individual PDP. The Superintendent also will submit every three to five years, depending on the length of his or her contract with the Board, summative evidence of plan completion.
c. The Superintendent may appeal to the Executive County Superintendent if he or she disagrees with the Board regarding PDP contents or progress toward completion. The Executive County Superintendent will have final decision-making authority on all such matters.

4. Each leader whose positions require a Principal or supervisor endorsement, or whose positions require a Chief School Administrator endorsement but who does not serve as a Chief School Administrator or Superintendent of a school district, will develop in collaboration with his/her designated supervisor an individual PDP and will provide evidence to his/her designated supervisor of progress toward fulfillment of his/her plan. Each Superintendent (or designee) will:
a. Review each Building Principal’s, supervisor’s, or other school leader’s individual PDP, including the individual training needs pursuant to N.J.A.C. 6A:9C-4.3(a)5, and will
ensure it aligns to school and school district goals and the school district’s plan for professional development;

b. Meet with the Building Principal, supervisor, or other school leader at mid-year to assess progress toward his or her PDP’s completion or modification; and

c. Review the individual PDP’s status as part of the Building Principal’s, supervisor’s, or other school leader’s annual performance evaluation.

5. The school leader’s designated supervisor, or the Board of Education in the case of the Superintendent, will:

   a. Use the performance evaluation process and professional development planning process to monitor the school leader’s progress in meeting the professional development requirements. If a school leader’s progress is found to be inadequate, the school leader’s designated supervisor or the Board will take appropriate remedial action by applying sound and accepted principles of progressive supervision and other appropriate means; and

   b. Maintain accurate records of each school leader’s progress in meeting the individual professional development requirements, pursuant to N.J.A.C. 6A:9C-4.3. Such records will include a copy of each school leader’s current PDP and timeline, as well as any documentation and evidence showing the school leader’s progress toward meeting the plan’s requirements.

6. If a school leader leaves the employ of one New Jersey school district and is hired by another, the school leader’s designated supervisor, or the Board of Education in the case of the Superintendent, will ensure a revised individual PDP appropriate to the new assignment is developed in collaboration with the school leader.

H. Assistance (N.J.A.C. 6A:9C-4.1)

1. The Board of Education will ensure all teachers and school leaders receive the necessary opportunities, support, and resources to engage in ongoing professional learning and to complete the requirements of their respective professional development plans.

Approved: August 18, 2009

Revised: August 8, 2017
The Board of Education encourages the participation of teaching staff members in research projects that are soundly designed and professionally conducted.

Teaching staff members may seek funding from local, state, and federal sources, public and private, for locally conducted research projects. Any research project involving pupils must be approved by the Board; all other research projects involving district personnel, facilities, and/or resources must be approved by the Superintendent.

An application for approval of a proposed research project must set forth the purpose of the project; a detailed description of the project; the degree to which, if any, the project will interrupt or displace the regular instructional program; a projection of the number of pupils, if any, and staff members who will be involved, the period of time that will be devoted to the project, and the project costs; the source of funding; any background information necessary to an understanding of the project; the means by which the project will be evaluated; and an assessment of the contribution the project will make to the educational program of this district.

A written report must be made to the Superintendent when a research project is terminated, either completed or incomplete. The Superintendent may also require progress reports during the course of any research project and may notify appropriate administrators of the conduct of any research project.

Adopted: August 18, 2009
The Board of Education will establish and enforce rules for the assignment of specific duties to teaching staff members and for the conduct of teaching staff members during the workday.

The Board directs the Superintendent to require the preparation of lesson plans by each teacher that implement the goals and objectives of the educational program. Teachers shall also be responsible for providing adequate direction and guidance to substitutes. Lesson plans will be subject to periodic review by the Building Principal.

The Superintendent shall apply uniformly throughout the district, except as may otherwise be provided in this Policy, the following additional rules for teaching staff member conduct:

1. During the work day, teaching staff members may be assigned extra or alternative duties by the Building Principal in accordance with Board Policy #3134 – Assignment of Additional Duties;

2. Teaching staff members are expected to attend every faculty meeting unless expressly excused by the Building Principal, a teaching staff member who is excused from attending a faculty meeting must meet with the Building Principal the following day to review the topics covered at the meeting; and

3. Teaching staff members may leave the school grounds during mealtime; however, the staff member must sign out and sign back in at the Main office.

Teaching staff members who are assigned to work on curriculum revision during the regular school day will be given an appropriate reduction in teaching assignments.

Adopted: August 18, 2009
R3270 – Lesson Plans and Plan Books

A. Lesson Plans

1. Each teaching staff member assigned specific instructional responsibilities shall prepare regular lesson plans.

2. Each lesson plan must include the:
   a. Name of the unit or area of learning;
   b. Goals and objectives;
   c. New Jersey Core Curriculum Content standards covered;
   d. Content outline;
   e. Duration of the lesson;
   f. Instructional methodology;
   g. Evaluation procedures;
   h. Progress Indicators;
   i. Any seat work or activity center assignments;
   j. Homework assignments; and
   k. Resource materials.

3. Lesson plans must be completed at least one week in advance.

4. Lesson plans will follow the format established at the building or departmental level, as appropriate. Lesson plans will ordinarily be prepared for each day, but, if the format so dictates, may be prepared on a long-range unit basis.

5. Lesson plans must be prepared with clarity and in sufficient detail to permit a person unacquainted with the classroom to conduct the lesson efficiently and effectively.

6. Teaching staff members will use the online lesson planner provided by the district.

B. Plan Books

1. A physical or on-line plan book will be kept by each teacher as a master plan for instruction in the classroom. In addition, the plan book will permit administrators to monitor classroom instruction and will give direction to substitutes.

2. Plan books will include:
   a. Lesson plans,
   b. A seating chart of pupils in the classroom,
   c. Daily class schedules, and
   d. The names of pupils receiving remedial instruction or removed from the classroom for specialized instruction during the school day.

3. Lesson plans will be reviewed online by the Principal.
4. Plan books must be available for use by a substitute in an unforeseen situation. Plan books will not be removed from the classroom overnight.

5. Physical Plan books will be turned in to the Principal at the end of the school year.

C. Substitute Lesson Plans

Each teacher shall submit a substitute folder to the Principal or Assistant Principal that contains the following:

1. Special plans and hints for the substitute;
2. Helpful pupils for each selection;
3. Procedure for opening exercises;
4. Explanation sheet on taking daily attendance;
5. Special lessons to be used by the substitute when you are absent;
6. Procedure for dismissal of each class and dismissal at the end of the day;
7. Special subjects schedule-art, music, physical education, pupils leaving for instrumental lessons and remedial reading;
8. Fire drill forms;
9. Seating charts;
10. Room rules and regulations;
11. Names of pupils with special problems, such as physical disabilities.

Substitute folders should be reviewed and updated periodically. Special plans in the substitute folder will only be necessary should the teacher want a substitute not to follow their regular lesson plans. To help the substitute and to provide meaningful work for the children when they are absent, prepare a folder of subject related seatwork activities or ideas which a substitute can utilize if needed for each class assignment. Every attempt should be made to have the substitute follow the teachers’ plan books so that the children’s education will not be interrupted during the teacher’s absence, particularly if it is an extended absence.

Adopted: August 18, 2009
Teaching Staff Members

3280 – Liability for Pupil Welfare

Teaching staff members are responsible for supervision of pupils and must discharge that responsibility with the highest levels of care and prudent conduct. All teaching staff members of this district shall be governed by the following rules in order to protect the well-being of pupils and to avoid any assignment of liability to this Board of Education or to a staff member personally in the event a pupil is injured.

The Superintendent shall prepare such regulations as may be required to enforce the following rules:

1. Each teaching staff member must maintain a standard of care for supervision, control, and protection of pupils commensurate with the member’s assigned duties and responsibilities;
2. A teaching staff member should not voluntarily assume responsibility for duties he/she cannot reasonably perform. Such assumed responsibilities carry the same potential for liability as do assigned responsibilities;
3. A teaching staff member must provide proper instruction in safety wherever course guides so provide;
4. A teaching staff member must report immediately to the Building Principal any accident or safety hazard the member detects;
5. A teaching staff member must not send pupils on personal errands;
6. A teaching staff member must never transport pupils in a personal vehicle without the approval of the Building Principal as directed in (see Board Policy #8660 – Transportation by Private Vehicle);
7. A teaching staff member must not require a pupil to perform tasks that may be detrimental to the health or well-being of the pupil or other pupils;
8. A teaching staff member will refrain from the use of personal furnishings and equipment in the classroom without the express permission of the Building Principal;
9. A teaching staff member must immediately report any instance of substance abuse, violence, vandalism, accidents, or suspected child abuse in accordance with Board Policy #8442 – Reporting Accidents, Policy #8461 – Reporting Violence, Vandalism, Alcohol, and Other Drug Abuse, and Policy #8462 – Reporting Potentially Missing or Abused Children.

Legal References

N.J.S.A. 9:6-8.8 et seq.
N.J.S.A. 59:1-1 et seq.

Adopted: August 18, 2009
R3280 – Liability for Pupil Welfare

A. A teaching staff member must maintain a standard of care for supervision, control, and protection of pupils commensurate with the member’s assigned duties and responsibilities.

1. A class or activity must never be left unattended while pupils are in the room, except that a teacher may stand immediately outside the door of the room as pupils are entering.

2. A class or activity must never be left with an unqualified person in charge of pupils.

3. Younger pupils should be accompanied to assigned places of instruction and monitored until supervision is assumed by another qualified, responsible person.

4. Pupils shall not be allowed to inflict bodily harm on one another. Teaching staff members are responsible for preventing and stopping pupil fights and assaults, whatever the cause or intent; if necessary, responsible assistance must be quickly summoned. Teaching staff members may restrain a pupil only with the reasonable amount of force necessary to:
   a. Quell a disturbance,
   b. Obtain possession of weapons or dangerous objects,
   c. Offer self defense, or
   d. Protect persons or property.

B. A teaching staff member should not voluntarily assume responsibility for duties he/she cannot reasonably perform. Such assumed responsibilities carry the same potential for liability as do assigned responsibilities.

C. A teaching staff member must provide proper instruction in safety wherever course guides so provide.

D. A teaching staff member must report immediately to the Building Principal any accident or safety hazard the member detects.

E. A teaching staff member must not send pupils on personal errands.

F. A teaching staff member must never transport pupils in a personal vehicle without the approval of the Building Principal. Any transportation of pupils by private vehicle is subject to (see Board Policy #8660 – Transportation by Private Vehicle).

G. A teaching staff member must not require a pupil to perform tasks that may be detrimental to the pupil’s health or well-being.
   1. Pupils may be permitted to use only items of equipment that have been provided by the Board.
   2. Equipment shall not be used for purposes other than the instructional purposes for which the equipment was provided; equipment may never be operated in a hazardous manner.
3. Power tools and other inherently hazardous equipment may be used only by pupils to whom the tools or equipment have been assigned for instructional purposes and who have received instruction for their safe use.

4. Pupils will be permitted to work in science and technology laboratories only during the period scheduled for instruction and only in accordance with safety rules.

5. Classroom materials and equipment should be organized so as to minimize the danger of injury to pupils.

6. Teachers must exercise good judgment when assigning tasks to pupils to prevent bodily harm and damage to property.

7. Safety equipment provided for use in potentially hazardous situations must be properly and promptly utilized when necessary.

H. A teaching staff member, who wants to use their personal furnishings or equipment (e.g., a small throw rug, lamp, favorite desk chair) in the school building, must first obtain permission from the Building Principal. All personal items must be clearly marked as such with the staff member’s name and be removed from the building at the end of the school year.

I. A teaching staff member must render prompt reports when so required by law and Board policy.

1. Instances of substance abuse will be reported in accordance with Board Policy #5530 – Substance Abuse and Policy #8461 – Reporting Violence, Vandalism, Alcohol, and Other Drug Abuse.

2. Instances of violence and/or vandalism will be reported in accordance with Board Policy #8461 – Reporting Violence, Vandalism, Alcohol, and Other Drug Abuse.

3. Accidents will be reported in accordance with Board Policy #8442 – Reporting Accidents.

4. Instances of suspected child abuse will be reported in accordance with Board Policy #8461 – Reporting Violence, Vandalism, Alcohol, and Other Drug Abuse and Policy #8462 – Reporting Potentially Missing or Abused Children.

5. Missing children will be reported in accordance with Board Policy #8462 – Reporting Potentially Missing or Abused Children.

Adopted: August 18, 2009
3281 – Inappropriate Staff Conduct

The Board of Education recognizes its responsibility to protect the health, safety and welfare of all pupils within this school district. Furthermore, the Board recognizes there is a professional responsibility for all school staff members (including administrators) to protect a pupil’s health, safety and welfare. The Board strongly believes that school staff members have the public’s trust and confidence to protect the well-being of all pupils attending the school district.

In support of this Board’s strong commitment to the public’s trust and confidence of school staff, the Board of Education holds all school staff members to the highest level of professional responsibility in their conduct with all pupils. Inappropriate conduct and conduct unbecoming a school staff member will not be tolerated in this school district.

The Board recognizes and appreciates the staff-pupil professional relationship that exists in a school district’s educational environment. This Policy has been developed and adopted by this Board to provide guidance and direction to avoid actual and/or the appearance of inappropriate staff conduct and conduct unbecoming a school staff member toward pupils.

School staff member’s conduct in completing their professional responsibilities shall be appropriate at all times. School staff members shall not make inappropriate comments to pupils or about pupils and shall not engage in inappropriate language or expression in the presence of pupils. School staff members shall not engage in inappropriate conduct toward or with pupils. School staff members shall not engage or seek to be in the presence of a pupil beyond the staff member’s professional responsibilities. School staff members shall not provide transportation to a pupil in their private vehicle or permit a pupil to enter their private vehicle. In the case of an emergency, an administrator and at least one other staff member may transport the pupil, per Board Policy #8660 – Transportation by Private Vehicle.

Inappropriate conduct by a school staff member outside their professional responsibilities may be considered conduct unbecoming a staff member. Therefore, school staff members are advised to be concerned with such conduct which may include, but is not limited to, communications and/or publications using e-mails, text-messaging, social networking sites, or any other medium that is directed and/or available to pupils or for public display.

A school staff member is always expected to maintain a professional relationship with pupils and protect the health, safety and welfare of school pupils. A staff member’s conduct will be held to the professional standards established by the New Jersey State Board of Education and the New Jersey Commissioner of Education. Inappropriate conduct or conduct unbecoming a staff member may also include conduct not specifically listed in this Policy, but conduct determined by the New Jersey State Board of Education, the New Jersey Commissioner of Education, an arbitration process, and/or appropriate courts to be inappropriate or conduct unbecoming a school staff member.

School personnel, compensated and uncompensated (volunteers), are required to report to their immediate supervisor or Building Principal any possible violations of this Policy. In the event the report alleges inappropriate conduct by the Building Principal or the immediate supervisor, the school
staff member may report the possible violation directly to the Superintendent. In addition, school personnel having reasonable cause to believe a pupil has been subjected to child abuse or neglect or acts of child abuse or neglect as defined under N.J.S.A. 9:6-8.10 are required to immediately report to the New Jersey Department of Children and Families in accordance with N.J.A.C. 6A:16-11.1 and inform the Building Principal or immediate supervisor after making such report. However, notice to the Building Principal need not be given when the school staff member believes such notice would likely endanger the referrer or child(ren) involved or when the staff member believes that such disclosure would likely result in retaliation against the child or in discrimination against the referrer with respect to his/her employment.

Reports may be made in writing or with verbal notification. The immediate supervisor or Building Principal will notify the Superintendent of all reports, including anonymous reports. The Building Principal will investigate all reports with a written final report to the Superintendent; if the possible violation involves the Building Principal, the Superintendent will investigate and prepare a written report. Any possible violation by the Superintendent should be reported to the President of the Board of Education. The Building Principal or Superintendent, at any time after receiving the report, may take such appropriate action as necessary and as provided for in the law. This may include, but is not limited to, notifying law enforcement, notifying the New Jersey Department of Children and Families in accordance with N.J.A.C. 6A:16-11.1, and/or any other measure provided for in the law. The Superintendent will inform the Board of the findings in the final report and of what, if any, action was taken.

This Policy and its associated Regulation will be distributed to all school staff members and provided to staff members at anytime, upon request.

Legal References

N.J.A.C. 6A:16-11.1
Inappropriate conduct by a teaching staff member (including administrators) will not be tolerated by the Board of Education. Board Policy #3281 – Inappropriate Staff Conduct and this Regulation have been developed and adopted by this Board to provide guidance and direction to avoid actual and/or the appearance of inappropriate conduct and conduct unbecoming a teaching staff member to pupils.

A. Definitions

1. “Building Principal” is the Principal of the building where the staff member is assigned.
2. “Grievance Procedure” is the grievance procedure that provides for prompt and equitable resolution of inappropriate conduct or conduct unbecoming a teaching staff member.
3. “Hostile Environment Sexual Harassment” is sexual harassing conduct, which can include sexual advances, requests for sexual favors, or other favors, or other verbal, nonverbal, or physical conduct of a sexual nature that is sufficiently severe, persistent, or pervasive to limit a pupil’s ability to participate in or benefit from an educational program or activity, or to create a hostile or abusive educational environment.
4. The “immediate supervisor” for teaching staff members may be a Building Principal, a member of the school district’s non-instructional supervisory staff and/or the School Business Administrator/Board Secretary.
5. “Inappropriate comments” includes, but is not limited to, comments of a sexual nature, sexually oriented humor or language, inappropriate comments about a pupil’s clothing or physical appearance, comments with sexual overtones, comments regarding a pupil’s dating partner or comments about the staff member’s personal life that are not relevant to the professional responsibility of the teaching staff member.
6. “Inappropriate conduct” includes, but is not limited to: sexual misconduct; a request by a teaching staff member to a pupil for a social relationship outside the school staff/pupil relationship; sexually harassing conduct; inappropriate touching by the staff member to a pupil or permitting a pupil to inappropriately touch a staff member; corporal punishment; requesting a pupil to expose private parts of their body, other than for school medical purposes by the school nurse; and a staff member exposing their own private parts of their body to a pupil. Inappropriate conduct also includes physical contact between a staff member and pupil that is beyond the staff member/pupil professional relationship. This contact includes, but is not limited to: kissing, touching or feeling private parts of the body, holding hands or arms, and other contact that typically shows a sign of affection beyond the staff member/pupil professional relationship. It also includes requests by staff members that pupils touch them in any way that makes the pupil uncomfortable. “Inappropriate conduct” does not include a spontaneous hug initiated by a pupil as a sign of the pupil’s appreciation to a teaching staff member on school grounds or at a school sponsored activity such as school banquets, school recognition programs, graduations, etc.
7. “Inappropriate language or expression” includes, but is not limited to: the use of any profanity; obscene language; public lewdness or the use of public lewdness; comments with sexual overtones; or display, distribution and/or discussion of any pornography.

8. “Inappropriate staff conduct” is any conduct prohibited by this Policy and corresponding Regulation including any other conduct deemed by the Commissioner of Education, the State Board of Education, statute, administrative code, and/or the judicial case law to be inappropriate conduct and/or conduct unbecoming a teaching staff member.

9. “Quid Pro Quo Sexual Harassment” is when a school employee explicitly or implicitly conditions a pupil’s participation in an educational program or activity or bases an educational decision on the pupil’s submission to unwelcomed sexual advances, requests for sexual favors or other favors, or other verbal, nonverbal, or physical conduct of a sexual nature. Quid Pro Quo Harassment is equally unlawful whether the pupil resists and suffers the threatened harm or submits and thus avoids the threatened harm.

10. “Professional responsibility responsibilities” is the responsibilities of the staff member including, but not limited to, all school district sponsored extra-curricular activities, co-curricular activities, athletic coaching responsibilities; and other instructional or non-instructional positions and responsibilities appointed and/or assigned by the administration or Board.

11. “Promptly report” is reporting by the end of the next school day. If school is not in session the next day, then by the end of the first day after the weekend or holiday break. If this reporting time would exceed seventy-two hours, the staff member shall notify their immediate supervisor or Building Principal no later than seventy-two hours after the incident.

12. “Sexual Harassment” is to include quid pro quo sexual harassment and/or hostile environment sexual harassment.

13. “Staff member” or “teaching staff member” is a compensated and/or uncompensated member of the school district’s staff, including any agents and/or representatives of the school district, or school volunteers.

14. “Unannounced or uninvited visit” is a pupil visiting, without prior notice to the staff member or without an invitation from the staff member, the staff member’s residence and/or other place where the staff member may be when not performing school related professional responsibilities.

B. Reporting Procedure

1. Any staff member who believes, or has reason to believe, a pupil is seeking a relationship with the staff member beyond his/her professional responsibilities must promptly report this information to the Building Principal or immediate supervisor.

2. Any staff member who believes, or has reason to believe, a pupil is seeking a relationship with another staff member beyond the professional responsibilities of the other staff member or
believes, or has reason to believe, another staff member is seeking a relationship with a pupil beyond the professional responsibilities of the other staff member must promptly report this information to the Building Principal or immediate supervisor.

3. Any staff member, who believes he/she had, or may have, engaged in conduct prohibited by this Policy and Regulation must promptly report the conduct to the Building Principal or immediate supervisor.

4. Failure of a staff member to report conduct they know, or had reason to know, is prohibited by this Policy and Regulation and will result in appropriate disciplinary action.

5. Any pupil, parent, legal guardian and/or other person(s) who believes, or has reason to believe, a staff member has engaged in conduct prohibited by this Policy and Regulation shall promptly report the conduct to the Building Principal.

6. Any person, including teaching staff members, may make an anonymous report to the Building Principal if the person in good faith believes, or has reason to believe, a staff member has engaged in conduct prohibited by this Policy and Regulation.

7. A teaching staff member having reasonable cause to believe a pupil has been subjected to child abuse or neglect or acts of child abuse or neglect as defined under N.J.S.A. 9:6-8.10 are required to immediately report to the New Jersey Department of Children and Families in accordance with N.J.A.C. 6A:16-11.1 and inform the Building Principal or immediate supervisor after making such report.

8. If the alleged inappropriate conduct involves a staff member’s immediate supervisor, the report shall be made to the Building Principal or Superintendent. If the Building Principal is involved, the report shall be made to the Superintendent. A report regarding the Superintendent shall be made to the President of the Board of Education.

C. Investigation of Reports

1. An immediate supervisor or Building Principal who receives a report a staff member is engaged in, or may have engaged in, conduct prohibited by this Policy and Regulation will immediately notify the Superintendent.

2. The Building Principal will begin a prompt and thorough investigation of every report, documenting his/her actions and findings.

3. The Building Principal or the Superintendent will take such appropriate action as provided for in the law and as necessary at any time after receiving a report. This action may include, but is not limited to, notifying law enforcement, notifying the New Jersey Department of Children and Families if there is reasonable cause to believe a pupil has been subjected to child abuse or neglect or acts of child abuse or neglect as defined under N.J.S.A. 9:6-8.10 and in accordance with N.J.A.C. 6A:16-11.1, and/or any other measure provided for in the law.
D. Preliminary Investigation of Reports

1. The Building Principal will begin a prompt, thorough, and impartial investigation. The preliminary investigation will be completed no more than ten working days after the Building Principal received the initial report.

2. The Building Principal’s preliminary investigation may include, but is not limited to, interviews with staff members who may have potential knowledge of the alleged conduct, interviews with any pupils who may have potential knowledge of such conduct, interviews with parent(s)/legal guardian(s) or any other persons who may have potential knowledge of the alleged conduct, and interview(s) with the teaching staff member(s) and pupil(s) reported to have engaged in conduct prohibited by this Policy and Regulation.

3. The Building Principal will request, if relevant to an investigation, the parent(s)/legal guardian(s) of any pupil involved in the investigation to assist in the investigation to determine if inappropriate staff conduct may have existed.

4. If, based on a preliminary investigation, the Building Principal determines conduct prohibited by this Policy and Regulation did not exist, the Building Principal will meet with the staff member(s) and the parent(s)/legal guardian(s) of the pupil(s) reported to be involved to review the results of the Building Principal’s preliminary investigation. The preliminary investigation report indicating inappropriate conduct did not exist will be in writing and will be provided to the staff member(s) and to the parent(s)/legal guardian(s) if requested. The Building Principal will maintain a separate file for all such reports and the report will not be included in the staff member’s personnel file.

5. If, based on a preliminary investigation, the Building Principal deems inappropriate staff conduct may have occurred, he/she will immediately notify and meet with the staff member(s) and the parent(s)/legal guardian(s) of the pupil(s) identified in the report to review the procedures to be followed in a continued full investigation. A copy of this Regulation and corresponding Policy will be provided to the staff member(s) and to the parent(s)/legal guardian(s) of the pupil identified in the report upon request.

6. The Superintendent will be informed of the findings of all investigations.

7. The Superintendent may designate a staff member, other than the Building Principal, to conduct the preliminary and/or the full investigation.

E. Full Investigation

1. The Building Principal, finding that inappropriate staff conduct may have occurred after the preliminary investigation, requires a full investigation. This full investigation may be conducted in cooperation with the New Jersey Department of Children and Families in accordance with N.J.A.C. 6A:16-11.1 and/or local law enforcement.

2. The Building Principal will conduct the full investigation if the New Jersey Department of Children and Families and/or local law enforcement does not intervene or if the allegations do
not meet the reporting requirements of N.J.A.C. 6A:16-11.1. for reporting to the New Jersey Department of Children and Families and/or of N.J.A.C. 6A:16-6.3 for reporting to law enforcement.

3. The full investigation will include, but not be limited to, interviews with the staff member(s), pupils, parent(s)/legal guardian(s) and any other persons who know, or would have reason to know, a staff member may have engaged in inappropriate staff conduct. This investigation should not take longer than an additional fifteen working days.

4. The Building Principal will accept testimony and evidence from the staff member(s), pupil(s), parent(s)/legal guardian(s) and other persons who may have information relevant to the investigation.

5. All persons that provide information, testimony and evidence to the Building Principal relative to a report will be informed the information, testimony and evidence may be used in additional investigations and/or hearings as determined by the Superintendent.

6. Upon the conclusion of the interviews and review of the information, testimony and evidence, the Building Principal will prepare a written report to the Superintendent. The report will provide a summary of the interviews and information, testimony and evidence and, if possible, a finding from the Building Principal.

7. If the Building Principal’s full investigation report finds inappropriate staff conduct and/or conduct unbecoming a teaching staff member did not occur and the Superintendent concurs with the report’s findings, the Building Principal will notify and meet with the staff member(s) and the parent(s)/legal guardian(s) of the pupil(s) investigated to review the findings.

8. If the Building Principal’s full investigation report finds inappropriate staff conduct and/or conduct unbecoming a teaching staff member may have occurred and the Superintendent concurs with the report’s findings, the Superintendent may take such appropriate action necessary and as provided for in the law. This action may include, but is not to be limited to:
   a. Provide the staff member an opportunity to rebut the findings of the Building Principal’s full investigation report and findings;
   b. Recommend to the Board of Education the withholding of the staff member’s salary increment/increase for the subsequent school year;
   c. Not recommend the staff member be re-appointed for the next school year;
   d. Recommend to the Board of Education the staff member be terminated for inappropriate staff conduct and/or conduct unbecoming a teaching staff member;
   e. Institute tenure charges (if applicable) in accordance with N.J.A.S. 18A and N.J.A.C. 6A; and/or
   f. Recommend to the Board of Education any other disciplinary and/or legal measures as the Superintendent determines to be appropriate under the circumstances and in
accordance with any collective bargaining agreements between the employee representative association and the Board of Education.

9. If the Superintendent does not concur with the findings of the Building Principal’s full investigation, the Superintendent may continue the investigation, which may include testimony and/or evidence from additional witnesses, a discussion with those who have already provided information to the Building Principal, a discussion with the pupil(s) and parent(s)/legal guardian(s) and any activity the Superintendent believes would be helpful to the continued investigation. The results of the continued investigation conducted by the Superintendent will proceed consistent with paragraphs 7. and 8. above.

10. The Board will be informed of the findings and subsequent actions taken, if any, of each full investigation. The results of the preliminary investigation do not need to be reported to the Board.

11. Any person who is not satisfied with the Superintendent’s determination may appeal to the Board of Education.

Adopted: August 18, 2009
Revised: March 5, 2013
3282 -- Use of Social Networking Sites

The Board of Education has a strong commitment to quality education and the well-being of all pupils, as well as the preservation of the school district’s reputation. The Board believes teaching staff members and administrators must establish and maintain public trust and confidence, and be committed to protecting all pupils attending the school district. In support of the Board’s strong commitment to the public’s trust and confidence, the Board holds all teaching staff members and administrators to the highest level of professional responsibility. This policy provides teaching staff members and administrators guidance in maintaining that professionalism while using social networking sites.

The Commissioner of Education has determined inappropriate conduct outside a staff members’ or administrators’ professional responsibilities may indicate that they are unfit to discharge the duties and functions of their position. Teaching staff members and administrators should be advised that communications, publications, photographs, and other information appearing on social networking sites deemed inappropriate by the Board could be cause for dismissal of a non-tenured teaching staff member or administrator, or to certify tenure charges against a tenured teaching staff member or administrator to the Commissioner of Education.

Teaching staff members and administrators are advised to be concerned and aware such conduct deemed inappropriate may include, but is not limited to, communications and/or publications using e-mails, text-messaging, social networking sites, blogs, or any other form of electronic communication that is directed, and/or may be available, to pupils or for public display or publication.

While the Board respects the right of teaching staff members and administrators to use social networking sites, teaching staff members and administrators should recognize they are held to a higher standard than the general public with regard to standards of conduct and ethics. It is important that a teaching staff member’s or administrator’s use of these sites does not damage the reputation of the school district, employees, Board members, or pupils and their families. Teaching staff members and administrators who use, send, post or publish images, photographs, or comments on social networking sites, blogs, or other forms of electronic communication outside their professional responsibilities shall ensure their use, postings, or publications are done with an appropriate level of professionalism and are appropriate conduct for a teaching staff member or administrator. Teaching staff members and administrators should exercise care in setting appropriate boundaries between their personal and public online behavior, understanding that what is private in the digital world often has the possibility of becoming public even without their knowledge or consent.

The school district strongly encourages all teaching staff members and administrators to carefully review the privacy settings on social networking sites they use and exercise care and good judgment when posting content and information on such sites. Teaching staff members and administrators should adhere to the following guidelines, which are consistent with the district’s workplace standards on harassment, pupil relationships, conduct, professional communication, and confidentiality.

When using personal social networking sites, teaching staff members and administrators:
1. Should not make statements that would violate any of the district’s policies, including its policies concerning discrimination or harassment, intimidation and bullying;

2. Must uphold the district’s value of respect for the individual and avoid making defamatory statements about the school district, employees, Board members, or pupils and their families;

3. May not disclose any confidential information about the school district or confidential information obtained during the course of his/her employment, about any individual(s) or organization(s), including pupils and/or their families;

4. Shall not use social networking sites to post any materials of a sexually graphic nature;

5. Shall not use social networking sites to post any materials which promote violence;

6. Shall not use social networking sites which would be detrimental to the mission and function of the district;

7. Shall not list or otherwise designate current pupils, or former pupils who are still enrolled in the district (including high school), as “friends” on social networking sites and are prohibited from “tweeting,” “blogging,” “texting,” or making inappropriate contact by email, text message, social networking site, or other communication device(s) with these same pupils;

8. Are prohibited from using their school district title as well as adding references to the district in any correspondence including, but not limited to, e-mails, postings, blogs, and social networking sites unless the communication is of an official nature and is serving the mission of the district (this prohibition also includes signature lines and personal e-mail accounts); however, casual references to the district as their place of employment that may come up in the course of a discussion that don’t violate this and/or other district policies, and are not used to add more weight or authority to their statements, may be allowed depending on how the reference to the district is used and in what context;

9. Shall not post updates to their status on any social networking sites during normal working hours including posting of statements or comments on the social networking sites of others during school time unless it involves a school project (employees must seek approval from the Building Principal or Superintendent for such use); and

10. Shall not post or publish any information the Commissioner of Education would deem to be inappropriate conduct by a school staff member or administrator.

The Policy of this district is to maintain a level of professionalism both during and after the school day. Any publication through any means of electronic communication which is potentially adverse to the operation, morale, or efficiency of the district, will be deemed a violation of this Policy. If the Board or Superintendent believes that a teaching staff member’s or administrator’s activity on any social networking site violates the district’s policies, the Board or Superintendent may request that the employee cease such activity. Depending on the severity of the incident, the teaching staff member or administrator may be subject to disciplinary action in accordance with then current district policies and practices.
This Policy has been developed and adopted by this Board to provide guidance and direction to teaching staff members and administrators on how to avoid actual and/or the appearance of inappropriate conduct toward the school district, employees, Board members, pupils or their families, and/or the community while using social networking sites.

Adopted: November 13, 2012
The Board of Education recognizes electronic communications and the use of social media outlets create new options for extending and enhancing the educational program of the school district. Electronic communications and the use of social media can help students and teaching staff members communicate regarding: questions during non-school hours regarding homework or other assignments; scheduling issues for school-related co-curricular and interscholastic athletic activities; school work to be completed during a student’s extended absence; distance learning opportunities; and other professional communications that can enhance teaching and learning opportunities between teaching staff members and students. However, the Board of Education recognizes teaching staff members can be vulnerable in electronic communications with students.

In accordance with the provisions of N.J.S.A. 18A:36-40, the Board of Education adopts this Policy to provide guidance and direction to teaching staff members to prevent improper electronic communications between teaching staff members and students.

The Commissioner of Education and arbitrators, appointed by the Commissioner, have determined inappropriate conduct may determine a teaching staff member unfit to discharge the duties and functions of their position. Improper electronic communications by teaching staff members may be determined to be inappropriate conduct.

For the purposes of this Policy, “electronic communication” means a communication transmitted by means of an electronic device including, but not limited to, a telephone, cellular telephone, computer, computer network, personal data assistant, or pager. “Electronic communications” include, but are not limited to, e-mails, text messages, instant messages, and communications made by means of an Internet website, including social media and social networking websites.

For the purposes of this Policy, “professional responsibility” means a teaching staff member’s responsibilities regarding co-curricular, athletic coaching, and any other instructional or non-instructional responsibilities assigned to the teaching staff member by the administration or Board of Education.

For the purposes of this Policy, “improper electronic communications” means an electronic communication between a teaching staff member and any student of the school district when:

1. The content of the communication is inappropriate as defined in this Policy; and/or
2. The manner in which the electronic communication is made is not in accordance with acceptable protocols for electronic communications between a teaching staff member and a student as defined in this Policy.
Inappropriate content of an electronic communication between a teaching staff member and a student includes, but is not limited to:

1. Communications of a sexual nature, sexually oriented humor or language, sexual advances, or content with a sexual overtone;
2. Communications involving the use, encouraging the use, or promoting or advocating the use of alcohol or tobacco, the illegal use of prescription drugs or controlled dangerous substances, illegal gambling, or other illegal activities;
3. Communications regarding the teaching staff member’s or student’s past or current romantic relationships;
4. Communications which include the use of profanities, obscene language, lewd comments, or pornography;
5. Communications that are harassing, intimidating, or bullying;
6. Communications requesting or trying to establish a personal relationship with a student beyond the teaching staff member’s professional responsibilities;
7. Communications related to personal or confidential information regarding another school staff member or student; and
8. Communications between the teaching staff member and a student that the Commissioner of Education or an arbitrator would determine to be inappropriate in determining the teaching staff member is unfit to discharge the duties and functions of their position.

The following acceptable protocols for all electronic communications between a teaching staff member and a student will be followed:

1. E-Mail Electronic Communications Between a Teaching Staff Member and a Student
   c. All e-mails between a teaching staff member and a student must be sent or received through the school district’s e-mail system. The content of all e-mails between a teaching staff member and a student will be limited to the staff member’s professional responsibilities regarding the student.
   d. A teaching staff member will not provide their personal e-mail address to any student. If a student sends an e-mail to a teaching staff member’s personal e-mail address, the staff member will respond to the e-mail through the school district e-mail system and inform the student his/her personal e-mail address should not be used for any electronic communication between the teaching staff member and the student.
   e. A teaching staff member’s school district e-mail account is subject to review by authorized school district officials. Therefore, a teaching staff member has no expectation of privacy on the school district’s e-mail system.
2. Cellular Telephone Electronic Communications Between a Teaching Staff Member and a Student

Communications between a teaching staff member and a student via a personal cellular telephone will be prohibited. However, a teaching staff member may, with prior approval of the Building Principal (or designee), communicate with a student using their personal cellular telephone if the need to communicate is directly related to the teaching staff member’s professional responsibilities for a specific purpose such as a field trip or co-curricular activity. Any such approval for cellular telephone communications will not extend beyond the specific field trip or co-curricular activity approved by the Building Principal (or designee).

3. Text Messaging Electronic Communications Between Teaching Staff Members and Students

Text messaging communications between a teaching staff member and an individual student are prohibited. However, a teaching staff member may, with prior approval of the Building Principal (or designee), text message students provided the need to text message is directly related to the teaching staff member’s professional responsibilities with a class or co-curricular activity. Any such text message must be sent to every student in the class or every member of the co-curricular activity. Any such approval for text messaging will not extend beyond the class or activity approved by the Building Principal (or designee).

4. Social Networking Websites and other Internet-Based Social Media Electronic Communications Between Teaching Staff Members and a Student

f. A teaching staff member is prohibited from communicating with any student through the teaching staff member’s personal social networking website or other Internet-based website. Communications on personal websites are not acceptable between a teaching staff member and a student.

g. A teaching staff member will not accept “friend” requests from any student on their personal social networking website or other Internet-based social media website. Any communication sent by a student to a teaching staff member’s personal social networking website or other Internet-based social media website will not be responded to by the teaching staff member and will be reported to the Building Principal (or designee) by the teaching staff member.

h. If a teaching staff member has a student(s) as a “friend” on their personal social networking website or other Internet-based social media website they must permanently remove them from their list of contacts upon Board adoption of this Policy.

i. Communication between a teaching staff member and a student through social networking websites or other Internet-based social media websites is only permitted provided the website has been approved by the Building Principal (or designee) and all communications or publications using such websites are available to: every student in
Policy

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the class; every member of the co-curricular activity and their parents; and the Building Principal (or designee).

Reporting Responsibilities

In the event a student sends an improper electronic communication, as defined in this Policy, to a teaching staff member, the teaching staff member will report the improper communication to the Building Principal (or designee) by the next school day. The Building Principal (or designee) will take appropriate action to have the student discontinue such improper electronic communications. Improper electronic communications by a teaching staff member or a student may result in appropriate disciplinary action.

A teaching staff member and student may be exempt from the provisions outlined in this Policy if a teaching staff member and student are relatives. The teaching staff member and the student’s parent will submit notification to the Building Principal of the student’s school of their family relationship and their exemption from the provisions outlined in this Policy.

In addition, if the teaching staff member is a youth team coach, scout leader, or other youth leader in which they have contact with students in this district, they are not subject to this Policy outside the school day when they are acting in one of the aforementioned roles.

The provisions of this Policy will be applicable at all times while the teaching staff member is employed in the school district and at all times the student is enrolled in the school district, including holiday and summer breaks.

A copy of this Policy will be made available on an annual basis, to all parents, students, and school employees either electronically or in school handbooks.

Legal References


Adopted: September 9, 2014
The curriculum adopted by the Board of Education is designed to address the educational goals established for this school district and to meet the needs of pupils. The course guides prepared for each course of study describe the material to be covered in each course and, in general, the approach to be employed by the teaching staff member responsible for the course.

The Board recognizes that some deviation from the course guide is necessary to the free exchange of ideas within the classroom. Exposure to a wide range of ideas encourages the spirit of inquiry that is essential to the learning process; the thorough examination of those ideas aids pupils in developing powers of reasoning and in acquiring habits of academic discipline.

The Board directs that the discussion of any issue not specifically covered by the course guide be conducted in an unprejudiced and dispassionate manner. The Board will not condone classroom discussion that is unrelated to the educational goals of this district or to the subject of the course of study, disrupts the educational process, does not match the maturity level of the pupils, neglects to inform pupils of various responsible points of view on the subject under discussion, or fails to take into account the sensibilities of the community.

Adopted: August 18, 2009
The Board of Education recognizes as new technologies shift the manner in which information is accessed, communicated and transferred, these changes will alter the nature of teaching and learning. Access to technology will allow teaching staff members to explore databases, libraries, Internet sites, blogs, and message boards while exchanging information with individuals throughout the world. The Board supports access by teaching staff members to these information sources but reserves the right to limit in-school use to materials appropriate to educational purposes. The Board directs the Superintendent to effect training of teaching staff members in skills appropriate to analyzing and evaluating such resources as to appropriateness for educational purposes.

The Board also recognizes technology allows teaching staff members’ access to information sources that have not been pre-screened using Board approved standards. The Board therefore adopts the following standards of conduct for the use of computer networks and declares unethical, unacceptable, inappropriate or illegal behavior as just cause for taking disciplinary action, limiting or revoking network access privileges, instituting legal action or taking any other appropriate action as deemed necessary.

The Board provides access to computer network-s/computers for administrative and educational purposes only. The Board retains the right to restrict or terminate teaching staff member’s access to the computer networks/computers at any time, for any reason. School district personnel will monitor the computer networks/computers and online activities to maintain the integrity of the computer networks/computers and technology resources and ensure their proper use.

Teaching staff members are not allowed to let volunteers use the school district’s computers or networks, unless they are under the direction of that staff member to help pupils.

**Standards for Use of Computer Network(s)**

Any individual engaging in the following actions declared unethical, unacceptable or illegal when using computer networks/computers and personally-owned devices (e.g. smartphones, laptops, netbooks, tablets) shall be subject to discipline and/or legal action:

A. Using the computer networks/computers or personally-owned devices for illegal, inappropriate or obscene purposes, or in support of such activities. Illegal activities are defined as activities which violate federal, state, local laws and regulations. Inappropriate activities are defined as those that violate the intended use of the networks. Obscene activities shall be defined as a violation of generally accepted social standards for use of publicly owned and operated communication devices.

B. Using the computer networks/computers or personally-owned devices to violate copyrights, institutional or third party copyrights, license agreements or other contracts.
C. Using the computer networks in a manner that:
   1. Intentionally disrupts network traffic or crashes the network and/or individual computers;
   2. Degrades or disrupts equipment or system performance;
   3. Uses the computing resources of the school district for commercial or personal purposes, financial gain or fraud;
   4. Steals data or other intellectual property;
   5. Gains or seeks unauthorized access to the folders/directories or files of others, or vandalizes the data of another person;
   6. Gains or seeks unauthorized access to resources or entities;
   7. Forges email messages or uses an account owned by others;
   8. Invades privacy of others;
   9. Posts anonymous messages;
   10. Possesses any data which is a violation of this Policy and/or its associated Regulation; and/or
   11. Engages in other activities that do not advance the educational purposes for which computer networks/computers are provided.

Violations

Individuals violating this Policy shall be subject to appropriate disciplinary actions as defined by Board Policy #3150 – Discipline which includes but are not limited to:
   1. Use of the networks/computers only under direct supervision;
   2. Suspension of network privileges;
   3. Revocation of network privileges;
   4. Suspension of computer privileges;
   5. Revocation of computer privileges;
   6. Suspension;
   7. Dismissal;
   8. Report of suspected violation of Federal, State and/or local laws to appropriate legal authorities;
   9. Legal action and prosecution by the appropriate legal authorities; and/or
   10. Any appropriate action that may be deemed necessary as determined by the Superintendent and approved by the Board of Education.
Rules for Network, Computer and Internet Use

According to Lopatcong Township Board of Education Policy and Regulation:

1. Teaching staff members may only access their own folders/directories or common folders/directories.

2. Teaching staff members must not access another staff member’s folders/directories or files; and must not read, edit, modify, delete, copy, or move another staff member’s files or documents; or add files to another staff member’s folders/directories.

3. All teaching staff members must only access their assigned network account and must not log into or attempt to “break in” to another user’s account.

4. All teaching staff members must not access, add, replace, or change any system or network folders/directories or files contained in those folders/directories.

5. All teaching staff members must not intentionally disrupt network traffic, cause the network performance to deteriorate (by tying up network resources), or crash the network or any of its components (e.g., servers, routers, wireless access points).

6. All teaching staff members must not use the district’s computers and/or networks and Internet access for commercial purposes, personal or financial gain, or fraud (this includes forwarding emails or initiating emails that recommends the use of any commercial entity).

7. All teaching staff members are expected to report any violation of these rules to a school administrator.

8. All teaching staff members must log off properly before leaving the computer they were using.

9. After school hours, teaching staff members must turn off the computer and monitor they were using before leaving.

10. Teaching staff members should confine their use of the Internet to researching information in developing class lessons or other activities that support the educational process.

11. All teaching staff members must not use the school district’s computer networks/computers, programs and/or applications, and/or the Internet to harass, insult, or attack others (cyberbulling).

12. All teaching staff members must respect the privacy and rights of others.

13. All teaching staff members must not intercept email messages meant for others or forge email messages posing as another individual.

14. All teaching staff members must not download, upload, store, distribute, or forward any copyrighted material for which the user does not own the copyright or have the permission of the copyright owner to do so; this includes audio (e.g., MP3, wav) and video files, and software.
15. All teaching staff members must not use the Internet to steal data or intellectual property, or violate copyright laws.

Legal Resources
N.J.S.A. 2A:38A-3

Adopted: August 18, 2009
Revised: July 17, 2012
R3321 – Acceptable Use of Computer Network(s)/Computers and Resources by Teaching Staff Members

The school district provides computer equipment, computer services, and Internet access to its pupils and staff for educational and administrative purposes only. The purpose of providing technology resources is to improve learning and teaching through research, teacher training, collaboration, dissemination and the use of global communication resources.

For the purpose of this Regulation and its associated Policy, “computer networks/computers” includes, but is not limited to: the school district’s computer networks (e.g., switches, routers, wireless access points, servers); computers; other computer hardware and/or devices that can access the network (e.g., netbooks, iPads, tablets, Smart Boards); computer programs and software; Internet access equipment; Internet-based email, applications, licensed websites, and/or storage capabilities (sometimes referred to as the “Cloud”); and/or any other computer-related equipment and/or technology.

This Regulation and Board Policy #3321 – Acceptable Use of Computer Networks/Computers and Resources by Teaching Staff Members also applies to the use in school of, and the access of the school district’s computer networks and the Internet by, teaching staff member-owned technology devices (e.g., iPads, tablets, iPhones, smartphones, laptops, netbooks).

For the purpose of this Regulation and its associated Policy, “school district personnel” shall be the person(s) designated by the Superintendent to oversee and coordinate the school district’s computer networks/computer systems. School district personnel will monitor the district’s computer networks and online activity, in any form necessary, to maintain the integrity of the networks, ensure proper use, and to be in compliance with Federal and State laws that regulate Internet safety.

Due to the complex association between so many government agencies and computer networks/computers and the requirements of Federal and State laws, teaching staff members using the school district’s computer networks/computers must adhere to strict regulations. These regulations are provided to ensure teaching staff members are aware of their responsibilities. The school district may modify these regulations at any time.

Teaching staff members are responsible for acceptable and appropriate behavior on computer networks/computers. Communications on the computer networks/computers are often public in nature and policies and regulations governing appropriate behavior and communications apply. The school district’s networks, Internet access, and computers are provided to conduct research on subject matters for lessons, developing lesson plans and other purposes in support of the educational process, and as a tool for instruction and to communicate with others. Access to computer network services/computers is given to teaching staff members who are expected to act in a considerate, responsible and professional manner. Access entails responsibility and individual users of the district computer networks/computers are responsible for their behavior and communications over the computer networks/computers. It is presumed that users will comply with district standards. Beyond the clarification of such standards, the
district is not responsible for the actions of individuals utilizing the computer networks/computers who violate the policies and regulations of the Board.

Computer networks/computer storage areas, including Internet-based storage capabilities, shall be treated in the same manner as other school storage facilities. School district personnel may review files and communications to maintain system integrity, confirm users are using the system responsibly, and ensure compliance with Federal and State laws and statutes that regulate Internet safety. Therefore, no person should expect files stored on district servers and/or Internet-based storage capabilities will be private or confidential. Users should expect all files stored on district servers and/or Internet-based storage capabilities will be available for review by school district personnel and/or school administrators.

The following prohibited behavior and/or conduct includes but is not limited to:

1. Sending or displaying offensive messages or pictures;
2. Violating the privacy of others by posting on the Internet, including to social networking sites, pictures or audio and video recordings of others taken while on school property;
3. Using obscene language and/or accessing material or visual depictions that are obscene as defined in section 1460 of Title 18, United States Code;
4. Using or accessing material or visual depictions that are child pornography, as defined in section 2256 of Title 18, United States Code;
5. Using or accessing material or visual depictions that are harmful to minors including any pictures, images, graphic image file or other material or visual depiction that taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;
6. Depicting, describing, or representing in a patently offensive way, with respect to what is suitable for minors, sexual acts or conduct; or taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors;
7. Harassing, insulting or attacking others (cyber-bullying);
8. Inappropriate online behavior, including inappropriate interaction with other individuals on social networking sites, blogs, message boards, and/or in chat rooms;
9. Damaging, degrading or disrupting computers, computer systems or computer network(s)/computers;
10. Violating copyright laws;
11. Using another’s password/account;
12. Trespassing in another’s folders/directories, work files or email account;
13. Intentionally wasting limited resources;
14. Employing the networks/computers for personal or commercial purposes;
15. Engaging in other activities which do not advance the educational purposes for which computer networks/computers are provided;
16. Stealing data or other intellectual projects;
17. Forging email messages;
18. Posting anonymous messages;
19. Accessing school computers for other than educational purposes; and/or
20. Any other unethical, unacceptable, illegal and/or inappropriate activity.

Information Content and Uses of the System
Teaching staff members may not publish on or over the system any information which violates or infringes upon the rights of any other person or any information which would be abusive, profane or sexually offensive to a reasonable person, or which without the approval of the Superintendent or designated school district personnel, contains any advertising or any solicitation to use goods or services. A teaching staff member cannot use the facilities and capabilities of the system to conduct any non-school related business or solicit the performance of any activity which is prohibited by law or is non-educational.

While most of the content available on the Internet is not offensive and much of it is a valuable educational resource, some objectionable material exists. Even though the Board provides pupils access to Internet resources through the school district’s computer networks/computers, with installed appropriate technology protection measures, teaching staff members must be advised that potential dangers remain and offensive material may be accessed notwithstanding the technology protection measures taken by the school district. Teaching staff members are advised some systems and Internet websites may contain defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or otherwise illegal or offensive material and are to supervise pupil use of computers and the Internet. The Board and school district personnel do not condone the use of such materials and do not permit usage of such materials in the school environment. Teaching staff members should discipline pupils knowingly bring materials prohibited by Board Policy and Regulation #5510 – Acceptable Use of Computer Networks/Computers and Resources into the school environment in accordance with Board policies and regulations and inform pupils that such activities may result in termination of such pupils’ accounts on the school district’s computer networks and their independent use of computers.

On-line Conduct
Any action by a teaching staff member or other user of the school district’s computer networks/computers that is determined by school district personnel to constitute an inappropriate use of the school district’s computer networks/computers resources or to improperly restrict or inhibit other persons from using and enjoying those resources is strictly prohibited and may result in limitation on or termination of an offending person’s access and other consequences in compliance with Board policy.
and regulation. The teaching staff member specifically agrees not to submit, publish, or display any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or otherwise illegal or offensive material; nor shall a teaching staff member encourage the use, sale, or distribution of controlled substances. Transmission of material, information or software in violation of any local, state or federal law is also prohibited and is a breach of the Consent and Waiver Agreement and Board Policy.

Teaching staff members agree to indemnify the Lopatcong Township School District and school district personnel for any losses, costs, or damages, including reasonable attorneys’ fees incurred by the Board relating to, or arising out of any breach of this section by the teaching staff member.

Computer networks/computer resources are to be used by the teaching staff member for his/her educational use only; commercial uses are strictly prohibited.

Software Libraries on the Networks

Software libraries on or through the school district’s networks, including applications on Internet-based licensed websites, are provided to teaching staff members as an educational resource. No teaching staff member may install, upload, or download software without the expressed consent of school district personnel. Any software having the purpose of damaging another person’s accounts or information on the school district computer networks/computers including Internet-based licensed websites (e.g., computer viruses) is specifically prohibited. School district personnel reserve the right to refuse posting of files and/or to remove files. School district personnel further reserve the right to immediately limit usage or terminate the teaching staff member’s access or take other action consistent with the Board’s policies and regulations of a teaching staff member who misuses the software libraries.

Copyrighted Material

Copyrighted material must not be placed on any system connected to the computer networks/computers without authorization. Teaching staff members may download copyrighted material for their own use in accordance with Board Policy and Regulation #2531 – Use of Copyrighted Materials. Any teaching staff member may only redistribute a copyrighted program with the expressed written permission of the owner or authorized person. Permission must be specified in the document, on the system, or must be obtained directly from the author or authorized source.

Public Posting Areas (Message Boards/Blogs/Social Networking Sites, etc.)

Messages are posted from systems connected to the Internet around the world and school district personnel have no control of the content of messages posted from these other systems. To best utilize system resources, school district personnel will determine which message boards, blogs, social networking sites, etc. are most applicable to the educational needs of the school district and will permit access to these websites through the school district computer networks. School district personnel may remove messages or posts that are deemed to be unacceptable or in violation of Board policies and
regulations. School district personnel further reserve the right to immediately terminate the access of a teaching staff member who misuses these public posting areas.

**Real-time, Interactive, Communication Areas**

School district personnel reserve the right to monitor and immediately limit the use of the computer networks/computers or terminate the access of a teaching staff member who misuses real-time conference features (e.g., talk/chat/Internet relay chat).

**Electronic Mail**

Electronic mail (“email”) is an electronic message sent by or to a person in correspondence with another person having Internet email access. All messages sent and received on the school district computer networks must have an educational or administrative purpose and are subject to review. A sender of an email message should expect the email messages will be reviewed by school district personnel and/or the school administration. Messages received by a school district-provided email account are retained on the system until deleted by a teaching staff member or for a period of time determined by the district. A canceled account will not retain its emails. School district personnel may inspect the contents of mails sent by a teaching staff member to an addressee, or disclose such contents to other than the sender or a recipient when required to do so by Board policy, regulation or other laws and regulations of the State and Federal governments. The Board reserves the right to cooperate fully with local, State, or Federal officials in any investigation concerning or relating to any email transmitted on or through the school district’s computer networks or computers including the school district’s Internet-based email account.

**Disk Usage**

The school district reserves the right to establish the maximum storage space a teaching staff member receives on the system and any Internet-based storage areas. A teaching staff member who exceeds his/her quota of storage space will be advised to delete files to return to compliance with the predetermined quotas amount of storage space. A teaching staff member who remains in noncompliance of the storage space allotment after seven school days of notification will have their files removed from the school district’s system.

**Security**

Security on any computer system is a high priority, especially when the system involves many users. If a teaching staff member identifies a security problem on the computer networks/computers, the teaching staff member must notify the appropriate school district staff member. The teaching staff member should not inform other individuals of a security problem. Teaching staff members may not allow others to use their account and password. Passwords provided to teaching staff member by the district for access to the school district’s computer networks/computers and/or licensed websites, or developed by the teaching staff member for access to an Internet website should not be easily guessable by others or shared with others. Attempts to log in to the system or licensed websites using either
another person’s account may result in termination of the teaching staff member’s account or access. Teaching staff members should immediately notify their Building Principal (or designee) if a password is lost or stolen, or if they have reason to believe that someone has obtained unauthorized access to their account. Any teaching staff member identified as a security risk will have limitations placed on usage of the computer networks/computers or may be terminated as a user and be subject to other disciplinary action.

**Vandalism**

Vandalism to any school district-owned computer networks/computers may result in cancellation of system privileges and other disciplinary measures. Vandalism is defined as any malicious attempt to harm or destroy data of another user, the system or licensed websites, or any of the agencies or other computer networks/computers that are connected to the Internet backbone or of doing intentional damage to hardware or software on the system. This includes, but is not limited to, the uploading or creation of computer viruses.

**Printing**

The printing facilities of the computer networks/computers should be used judiciously. Unauthorized printing for other than educational or school related purposes is prohibited.

**Internet Sites and the World Wide Web**

Designated school district personnel may establish an Internet site(s) on the World Wide Web or other Internet locations. Such sites shall be administered and supervised by designated school district personnel, who shall ensure the content of the website complies with Federal, State and local laws and regulations as well as Board policies and regulations.

**Violations**

Violations of this Regulation and/or the Acceptable Use of Computer Networks/Computers and Resources by Teaching Staff Members policy may result in a loss of access as well as other disciplinary or legal action. Disciplinary action shall be taken as indicated in Board Policy and Regulation #3321 – Acceptable Use of Computer Networks/Computers and Resources by Teaching Staff Members and Board Policy #3150 – Discipline, as well as possible legal action and/or reports to the legal authorities and entities.

**Determination of Consequences for Violations**

The particular consequences for violations of this Regulation and/or its associated Policy shall be determined by the Building Principal (or designee). The Superintendent (or designee) will determine, in matters of discipline or employee suspension and/or actions by the appropriate legal authorities, which is (are) the appropriate course(s) of action.
Individuals violating this Regulation and/or its associated Policy shall be subject to the consequences in Board Policy and Regulation #3321 – Acceptable Use of Computer Networks/Computers and other appropriate discipline which includes but is not limited to:

1. Use of computer networks/computers only under direct supervision;
2. Suspension of network privileges;
3. Revocation of network privileges;
4. Suspension of computer privileges;
5. Revocation of computer privileges;
6. Suspension from employment;
7. Report of suspected violation of Federal, State and/or local laws to appropriate legal authorities;
8. Legal action and/or prosecution by the appropriate legal authorities; and/or
9. Any appropriate action that may be deemed necessary as determined by the Superintendent and approved by the Board of Education.

Adopted: August 18, 2009
Revised: July 17, 2012
The Board believes that making or taking personal calls and/or texting while class is in session is unprofessional. Teaching staff members may not use personal cellular telephones, smartphones, text messaging devices, laptops, netbooks, tablets (e.g., iPads, Android/Windows) or other personal communication devices for non-school related, personal communications (including text gossiping with other teaching staff members) while their class is in session and/or students are present. However, teaching staff member may use their personal wireless-capable devices to access the school district’s network and Internet for educational purposes (e.g., lesson planning and/or development, Internet research associated with lessons). Teaching staff members are strongly encouraged not to use their personal cellular telephones or other communication devices for non-school related, personal communications during school hours, except in an emergency situation. The Board of Education recognizes a teaching staff member may occasionally need to use a personal cellular telephone or other personal communication device during their workday. In the event the teaching staff member needs to electronically communicate on a non-school related, personal matter, the teaching staff member may do so provided the communication is made during the teaching staff member’s duty-free lunch or break periods and/or preparation periods and is made outside the presence of students and/or their parents.

A teaching staff member’s personal cellular telephone or other personal communication device must be secured by the teaching staff member and outside the view of others when the teaching staff member is performing assigned school district responsibilities. In addition, cellular telephones and other personal communication devices should either be turned off or set on “silent” or “vibrate” during periods when students and/or parents are present. The Board of Education is not responsible if a teaching staff member’s personal cellular telephone or other communication device is lost, stolen, or goes missing.

For the purposes of this Policy, electronic communications include, but are not limited to: voice conversations, text-messaging, accessing social networking or other internet sites, or any other type of electronic communication.

Teaching staff members violating this Policy may be subject to reprimand or other disciplinary action.

Adopted: October 13, 2009 (previously #3316)
Revised: October 13, 2015
3324 – Right of Privacy

The Board of Education will provide facilities and school district-owned property to assist teaching staff members in their job responsibilities or for the teaching staff members’ convenience. These facilities or district-owned property may include, but are not limited to, a classroom/office, a storage cabinet/closet, a filing cabinet and/or a desk. The Building Principal (or designee) may provide a teaching staff member or administrator with exclusive use and access to such facilities or school district-owned property or may require the facility or school district-owned property be shared with other staff members. The teaching staff member or administrator may be provided a lock or key by the school district or may secure the facility or school district-owned property using their own locking device with permission from the Building Principal (or designee).

Teaching staff members and administrators should be aware that their expectation of privacy in these facilities and/or the school district-owned property provided by the Board of Education is reduced by virtue of actual office practices and procedures, for searches conducted pursuant to an investigation of work-related employee misconduct, or by legitimate school district policies or regulations. In addition, teaching staff members and administrators shall have a reduced expectation of privacy in these facilities and school district-owned property if there is reasonable suspicion the teaching staff member or administrator is violating a law or school policy. Teaching staff members and administrators shall be on notice that this reduced expectation of privacy may result in such facilities and/or school district-owned property being searched without a search warrant. In order to avoid exposing personal belongings or materials to such a search, teaching staff members and administrators are discouraged from storing personal papers and effects in these facilities or school district-owned property.

Adopted: April 10, 2012
The Board of Education recognizes a healthy workplace environment enables school district administrative and teaching staff members to fully contribute their expertise and skills to their school district responsibilities. A healthy workplace environment can improve productivity, reduce absenteeism, and reduce staff turnover while having a positive impact on the school district’s programs provided to pupils in the school district.

A significant characteristic of a healthy workplace environment is that employees interact with each other with dignity and respect regardless of an employee’s work assignment or position in the school district. Repeated malicious conduct of an employee or group of employees directed toward another employee or group of employees in the workplace that a reasonable person would find hostile, offensive, intimidating, or humiliating is unacceptable and is not conducive to establishing or maintaining a healthy workplace environment. This unacceptable conduct may include, but is not limited to: repeated infliction of verbal abuse such as the use of derogatory remarks; insults; verbal or physical conduct that a reasonable person would find threatening, offensive, intimidating, or humiliating; the gratuitous sabotage or undermining of a person’s work performance; or specific acts that are designed to embarrass or humiliate an individual in front others. A single act of such conduct shall not constitute the unacceptable conduct prohibited by this Policy unless it is especially severe and egregious.

Unacceptable conduct, for the purposes of this Policy, may include conduct toward an employee of a protected class or because of the employee’s protected activity as defined by Federal and State anti-discrimination laws and statutes. While these employees and activities are afforded legal protections under various Federal and State anti-discrimination laws and statutes, and other Policies of this Board an employee may choose to use this Policy in seeking a remedy. In addition, unacceptable conduct for the purposes of this Policy shall not be confused with conduct of management employees exercising management rights including, but not limited to, assigning tasks, reprimanding, assigning discipline, or directing.

Employees who believe the conduct prohibited by this Policy has been directed toward them or to another employee of the school district shall submit a written report to the Superintendent. The written report shall provide specific details supporting the claim including, but not limited to, the specific conduct; the names of witnesses (if any) who may have observed such conduct; dates or times when such conduct occurred; and any other information the person(s) making the report believes will be informative and helpful to an investigation of the allegations. If it is alleged that the Superintendent has engaged in unacceptable conduct, the employee will submit the written report to the Board President, who will assign the investigation to an administrator as the designee (e.g., Building Principal, Business Administrator). Upon receipt of a report, the Superintendent (or designee) will conduct an investigation and upon completion of the investigation will inform the person(s) who made the report such an investigation was completed. The amount of investigation information shared with the person(s) making the report will be at the discretion of the Superintendent (or designee) and may vary depending on whether the conduct reported was directed to the person(s) making the report,
confidential personnel matters, and/or other issues as determined by the Superintendent (or designee). The Superintendent (or designee) will document their investigation and findings in writing, including witnesses interviewed, other actions taken as part of the investigation, and the rationale for their findings and any recommendations. If the investigation is conducted by an individual other than the Superintendent, they will provide the Superintendent, or Board President if applicable, with a copy of their written report within two (2) business days of completing their investigation.

If the investigation determines conduct prohibited by this Policy has taken place, the Superintendent or designee will meet with the offender(s) and the victim(s) to review the investigation results and to implement remedial measures to ensure such conduct does not continue or reoccur. Appropriate disciplinary action may be taken depending on the severity of conduct.

There shall be no reprisals or retaliation against any person(s) who reports or is a witness to conduct prohibited by this Policy.
The Board of Education recognizes that an employee’s right to freedom from employment discrimination includes the opportunity to work in an environment untainted by sexual harassment. Sexually offensive speech and conduct are wholly inappropriate to the harmonious employment relationships necessary to the operation of the school district and intolerable in a workplace to which the children of this district are exposed.

Sexual harassment includes all unwelcome sexual advances, requests for sexual favors, and verbal, non-verbal, or physical conduct of a sexual nature that would not have happened but for the employee’s gender. Whenever submission to such conduct is made a condition of employment or a basis for an employment decision, or when such conduct is severe and pervasive and has the purpose or effect of unreasonably altering or interfering with work performance or creating an intimidating, hostile, or offensive working environment, the employee shall have cause for complaint.

The sexual harassment of any employee of this district is strictly forbidden. Any employee or agent of this Board who is found to have sexually harassed an employee of this district will be subject to discipline which may include termination of employment. Any employee who has been exposed to sexual harassment by any employee or agent of this Board is encouraged to report the harassment to an appropriate supervisor. An employee may complain of any failure of the Board to take corrective action by recourse to the procedure by which a discrimination complaint is processed. The employee may appeal the Board’s action or inaction to the United States Equal Employment Opportunity Commission or the New Jersey Division of Civil Rights. Complaints regarding sexual harassment shall be submitted following the procedures outlined in Board Regulation #1530 – Equal Employment Opportunity.

The Affirmative Action Officer shall instruct all employees and agents of this Board to recognize and correct speech and behavior patterns that may be sexually offensive with or without the intent to offend.

This Policy will be distributed to all school staff and provided to staff members at any time per request.

Legal References
29 C.F.R. 1604.11

Adopted: August 18, 2009
R3362 – Sexual Harassment of Teaching Staff Members Complaint Procedure

Sexual harassment of school staff members is prohibited by the Board of Education. The Superintendent and school district staff will use the following methods to investigate and resolve allegations of sexual harassment of school staff members.

A. Definitions

1. Gender-based Harassment – Gender-based harassment that includes acts of verbal, nonverbal, physical aggression, intimidation, or hostility based on gender, but not involving conduct of a sexual nature, may be a form of sex discrimination if it is sufficiently severe, persistent, or pervasive and directed at individuals because of their gender.

2. Hostile Environment Sexual Harassment – Sexual harassing conduct (which can include unwelcomed sexual advances, requests for sexual favors or other favors, or other verbal, nonverbal or physical conduct of a sexual nature) by a school staff member that is sufficiently severe, persistent, or pervasive to limit another staff member’s ability to participate in a workplace environment or activity, or to create a hostile or abusive workplace environment.

3. Quid Pro Quo Harassment – When a school staff member explicitly or implicitly conditions another school staff member’s conditions of employment on the staff member’s submission to unwelcomed sexual advances, requests for sexual favors, or other favors, or other verbal, nonverbal or physical conduct of a sexual nature. Quid Pro Quo Harassment is equally unlawful whether the staff member resists and suffers the threatened harm or submits and thus avoids the threatened harm.

B. Grievance Procedure

The following Grievance Procedure shall be used for an allegation(s) of harassment of school staff members by other school staff members:

1. Reporting of Sexual Harassment Conduct
   a. Any person with any information regarding actual and/or potential sexual harassment of a staff member must report the information to the school Building Principal, their immediate supervisor or the Affirmative Action Officer.
   b. The school district can learn of sexual harassment through other means such as from a witness to an incident, an anonymous letter, or telephone call.
   c. A report to the school Building Principal or an immediate supervisor will be forwarded to the school district Affirmative Action Officer within one working day, even if the school Building Principal or immediate supervisor feels sexual harassment conduct was not present.
d. In the event the report alleges conduct by the Building Principal or the Affirmative Action Officer, the Superintendent will designate a school official to assume the Building Principal’s or Affirmative Action Officer’s responsibilities as outlined in Board Policy #3362 – Sexual Harassment and this Regulation.

2. Affirmative Action Officer’s Investigation
   a. Upon receipt of any report of potential sexual harassment conduct, the Affirmative Action Officer will begin an immediate investigation. The Affirmative Action Officer will promptly investigate all alleged complaints of sexual harassment, whether or not a formal grievance is filed and steps will be taken to resolve the situation, if needed. This investigation will be prompt, thorough, and impartial. The investigation will be completed no more than ten working days after receiving notice.
   b. When a school staff member provides information or complains about sexual harassment, the Affirmative Action Officer will initially discuss what actions the staff member is seeking in response to the harassment.
   c. The Affirmative Action Officer’s investigation may include, but is not limited to, interviews with all persons with potential knowledge of the alleged conduct, interviews with any staff member(s) who may have been sexually harassed in the past by the school staff member and any other reasonable methods to determine if sexual harassment conduct existed.
   d. The Affirmative Action Officer may request a staff member involved in the investigation to assist in the investigation.
   e. The Affirmative Action Officer will provide a copy of Board Policy #3362 – Sexual Harassment and Regulation #3362 – Sexual Harassment of Teaching Staff Members Complaint Procedure to all persons who are interviewed with potential knowledge, upon request, and to any other person the Affirmative Action Officer feels would be served by a copy of such documents.
   f. Any person interviewed by the Affirmative Action Officer may be provided an opportunity to present witnesses and other evidence.
   g. The Affirmative Action Officer and/or Superintendent will contact law enforcement agencies if there is potential criminal conduct by any party.
   h. The school district administration may take interim measures during an Affirmative Action Officer’s investigation of a complaint.
   i. The Affirmative Action Officer will consider particular issues of welcomeness based on the allegations.

3. Investigation Results
   a. Upon the conclusion of the investigation, but not later than ten working days after reported to the Affirmative Action Officer, the Affirmative Action Officer will prepare a
summary of findings to the parties. At a minimum, this summary shall include the person(s) providing notice to the school district and the staff member(s) who was alleged to be sexually harassed.

b. The Affirmative Action Officer shall make a determination whether sexual harassment conduct was present.

c. If the Affirmative Action Officer concludes sexual harassment conduct was not, or is not present, the investigation is concluded.

d. If the Affirmative Action Officer determines that sexual harassment has occurred, the school district administration shall take reasonable and effective corrective action, including steps tailored to the specific situation. Appropriate steps will be taken to end the harassment such as counseling, warning, and/or disciplinary action. The steps will be based on the severity of the harassment or any record of prior incidents or both. A series of escalating consequences may be necessary if the initial steps are ineffective in stopping the harassment.

e. In the event the Affirmative Action Officer determines a hostile environment exists, the Superintendent shall take steps to eliminate the hostile environment. The school district may need to deliver special training or other interventions to repair the educational environment. Other measures may include directing the harasser to apologize to the harassed staff member, dissemination of information, distribution of new policy statements or other steps to communicate the message that the Board does not tolerate harassment and will be responsive to any school staff member that reports such conduct.

f. In some situations, the school district may need to provide other services to the staff member that was harassed, if necessary, to address the effects of the harassment on that staff member. Depending on the type of harassment found, these additional services may include an independent re-assessment of the harassed staff member’s work performance, counseling and/or other measures that are appropriate to the situation.

g. The Superintendent will take steps to avoid any further sexual harassment and to prevent any retaliation against the staff member, who made the complaint, was the subject of the harassment, or against those who provided the information or were witnesses. The Affirmative Action Officer will inform the sexually harassed staff member to report any subsequent problems and will make follow-up inquiries to see if there have been any new incidents or retaliation.

h. All sexual harassment grievances and accompanied investigation notes will be maintained in a confidential file by the Affirmative Action Officer.

4. Affirmative Action Officer’s Investigation Appeal Process

a. Any person found by the Affirmative Action Officer’s investigation to be guilty of sexual harassment conduct, or any person who believes they were sexually harassed but not supported by the Affirmative Action Officer’s investigation, may appeal to the
Superintendent. The Superintendent will make his/her determination within ten working days of receiving the appeal.
b. Any person who is not satisfied with the Superintendent’s determination may appeal to the Board. The Board will make its determination within forty-five calendar days of receiving an appeal from the Superintendent’s determination.

C. Office Of Civil Rights (OCR) Case Resolution

Persons not satisfied with the resolution of an allegation of sexual harassment by school district officials or the Board may request the Office of Civil Rights (OCR) of the United States Department of Education to investigate the allegations.

1. Any alleged victim of sexual harassment may appeal a decision of the Affirmative Action Officer, Superintendent, or the Board to the Office of Civil Rights (OCR).

2. Any person may report an allegation of sexual harassment to the OCR at any time. If the OCR is asked to investigate or otherwise resolve incidents of sexual harassment of school staff members, OCR will consider whether:
   a. The school district has a policy prohibiting sexual harassment and a grievance procedure;
   b. The school district appropriately investigated or otherwise responded to allegations of sexual harassment; and
   c. The school district has taken immediate and appropriate corrective action responsive to Quid Pro Quo or Hostile Environment Harassment.

3. If the school district officials have taken the steps described in 2. above, the OCR will consider the case against the school district resolved and take no further action other than monitoring compliance with any agreement between the school district and the OCR. This shall apply in cases in which the school district was in violation of Title IX, as well as those in which there has been no violation of Title IX.

Adopted: August 18, 2009
The Board of Education recognizes that the benefit of tenure is conferred by law on teaching staff members who have completed the requisite period of probationary service in this school district. The Board also recognizes that certain service does not qualify the teaching staff member who performs that service for the grant of tenure.

Tenure in any administrative or supervisory position as listed in N.J.S.A. 18A:28-5 shall accrue only by employment in that administrative or supervisory position. Tenure so accrued will not extend to any other administrative or supervisory position and nothing shall limit or restrict tenure rights which were or may be acquired pursuant to N.J.S.A. 18A:28-6.

The Board specifically directs that service in the following positions will not accrue toward the tenure status and will be performed only under contract renewable at the discretion of the Board:

1. Substitute teacher acting in the absence of another employee;
2. Summer school teacher; or
3. Co-curricular advisor.

Nothing in this Policy will be deemed to confer tenure on any employee who serves in a position not listed above and for whom tenure is not provided by law.

Legal References

Adopted: August 18, 2009
Policy

Lopatcong Township Board of Education

Teaching Staff Members
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3372 – Tenure Acquisition

In accordance with the provisions of N.J.S.A. 18A:28-5.a, teaching staff members and administrators employed prior to August 6, 2012 (the effective date of P.L.2012, c.26 – N.J.S.A. 18A:6-117 et seq.) in the positions of teacher, Principal, other than Administrative Principal, Assistant Principal, and all school nurses and any other nurse performing school nursing services, and such other employees that are in positions which require them to hold appropriate certificates issued by the Board of Examiners, serving in any school district or under any Board of Education, except those who are not the holders of proper certificates in full force and effect and School Business Administrators shared by two or more school districts, will be under tenure during good behavior and efficiency and they will not be dismissed or reduced in compensation except for inefficiency, incapacity, or conduct unbecoming such a teaching staff member or administrator, or other just cause and then only in the manner prescribed by Subarticle B of Article 2 of Chapter 6 of N.J.S.A. 18A, after employment in the district or by the Board of Education for:

1. Three consecutive calendar years, or any shorter period which may be fixed by the employing Board for such purpose; or
2. Three consecutive academic years, together with employment at the beginning of the next succeeding academic year; or
3. The equivalent of more than three academic years within a period of any four consecutive academic years.

In accordance with the provisions of N.J.S.A. 18A:28-5.b, teaching staff members or administrators employed on or after August 6, 2012 (the effective date of P.L.2012, c.26 – N.J.S.A. 18A:6-117 et seq.) in the position of teacher, Principal, other than Administrative Principal, Assistant Principal, and all school nurses and any other nurse performing school nursing services, and such other employees that are in positions which require them to hold appropriate certificates issued by the Board of Examiners, serving in any school district or under any Board of Education, excepting those who are not the holders of proper certificates in full force and effect, and School Business Administrators shared by two or more school districts, will be under tenure during good behavior and efficiency and they will not be dismissed or reduced in compensation except for inefficiency, incapacity, or conduct unbecoming such a teaching staff member or administrator, or other just cause and then only in the manner prescribed by Subarticle B of Article 2 of Chapter 6 of N.J.S.A. 18A, after employment in the district or by the Board of Education for:

1. Four consecutive calendar years; or
2. Four consecutive academic years, together with employment at the beginning of the next succeeding academic year; or
3. The equivalent of more than four academic years within a period of any five consecutive academic years.
In order to achieve tenure pursuant to N.J.S.A. 18A:28-5.b, a teacher will also complete a district mentorship program during the initial year of employment and receive a rating of effective or highly effective in two annual summative evaluations within the first three years of employment after the initial year of employment in which the teacher completes the district mentorship program.

In order to achieve tenure pursuant to N.J.S.A. 18A:28-5.b, a Principal and Assistant Principal will also receive a rating of effective or highly effective in two annual summative evaluations within the first three years of employment with the first effective rating being received on or after the completion of the second year of employment.

"Effective" or "highly effective" means the employee has received an annual summative evaluation rating of "effective" or "highly effective" based on the performance standards for his/her position established through the evaluation rubric adopted by the Board of Education and approved by the Commissioner of Education.

Tenure in any of the administrative or supervisory positions enumerated in N.J.S.A. 18A:28-5 et seq. will accrue only by employment in that administrative or supervisory position. Tenure so accrued will not extend to any other administrative or supervisory position and nothing in N.J.S.A. 18A:28-5 will limit or restrict tenure rights which were or may be acquired, pursuant to N.J.S.A. 18A:28-6 – Tenure upon Transfer or Promotion, in a position in which the individual actually served.

**Legal References**


Adopted: November 12, 2013
# Policy

**Lopatcong Township Board of Education**

Teaching Staff Members

3373 – Tenure on Transfer or Promotion

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## 3373 – Tenure on Transfer or Promotion

In accordance with the provisions of N.J.S.A. 18A:28-6.a, any such teaching staff member under tenure or eligible to obtain tenure under N.J.S.A. 18A:28-1 et seq., who is transferred or promoted with his/her consent to another position covered by N.J.S.A. 18A:28-1 et seq. on or after July 1, 1962, will not obtain tenure in the new position until after:

1. The expiration of a period of employment of two consecutive calendar years in the new position unless a shorter period is fixed by the employing Board of Education for such purpose; or
2. Employment for two academic years in the new position together with employment in the new position at the beginning of the next succeeding academic year; or
3. Employment in the new position within a period of any three consecutive academic years, for the equivalent of more than two academic years;

provided that the period of employment in such new position will be included in determining the tenure and seniority rights in the former position held by such teaching staff member, and in the event the employment in such new position is terminated before tenure is obtained therein, if he/she then has tenure in the district or under the Board of Education, such teaching staff member will be returned to his/her former position at the salary which he/she would have received had the transfer or promotion not occurred together with any increase to which he/she would have been entitled during the period of such transfer or promotion.

In accordance with the provisions of N.J.S.A. 18A:28-6.b, any such teaching staff member under tenure or eligible to obtain tenure under N.J.S.A. 18A:28-1 et seq., who is transferred or promoted with his/her consent to another position covered by N.J.S.A. 18A:28-1 et seq. on or after August 6, 2012 (the effective date of P.L.2012, c.26 – N.J.S.A. 18A:6-117 et seq.), will not obtain tenure in the new position until after:

1. The expiration of a period of employment of two consecutive calendar years in the new position; or
2. Employment for two academic years in the new position together with employment in the new position at the beginning of the next succeeding academic year; or
3. Employment in the new position within a period of any three consecutive academic years, for the equivalent of more than two academic years;

provided that the period of employment in such new position will be included in determining the tenure and seniority rights in the former position held by such teaching staff member, and in the event the employment in such new position is terminated before tenure is obtained therein, if he/she then has tenure in the district or under the Board of Education, such teaching staff member will be returned to his/her former position at the salary which he/she would have received had the transfer or promotion not occurred together with any increase to which he/she would have been entitled during the period of such transfer or promotion. In order to receive tenure pursuant to N.J.S.A. 18A:28-6.b, a teacher, Principal, and Assistant Principal will be evaluated as effective or highly effective in two annual
summative evaluations within the first three years of employment in the new position. For purposes of N.J.S.A. 18A:28-6.b, "effective" or "highly effective" means the employee has received an annual summative evaluation rating of "effective" or "highly effective" based on the performance standards for his/her position established through the evaluation rubric adopted by the Board of Education and approved by the New Jersey Commissioner of Education.

**Legal References**


Adopted: November 12, 2013
The Board of Education will take no retaliatory action, by discharge, demotion, suspension, or any other adverse action, against an employee because that employee has conscientiously:

1. Disclosed or threatened to disclose to a supervisor or public body an activity, policy, or practice of this Board or any district officer that the employee reasonably believes to be in violation of law or rule;

2. Provided information to a public body conducting an investigation, hearing, or inquiry into any alleged violation of law by the Board or an officer of this district; or

3. Objected to or refused to participate in an activity, policy, or practice of this district that the employee reasonably believes to be in violation of law or rule, fraudulent, criminal, or incompatible with a clear mandate of public policy concerning the public health, safety, or welfare or protection of the environment.

An employee who has reason to believe that the Board has engaged in an illegal activity or an activity contrary to public policy must report that belief in writing to the Superintendent before notice is given to a supervisor or a public body. The Superintendent shall promptly report the same to the Board and institute an investigation of the reported activity. The findings of the investigation will be reported in writing to the Board and to the employee.

The protection of law and this Policy apply only to employees who have given notice in accordance with this Policy and have afforded the Board a reasonable period of time to take any corrective action that may be required or have acted in circumstances that the employee believes in good faith constitute an emergency.

The Superintendent shall post notice of this Policy and inform employees of their rights under the New Jersey Conscientious Employee Protection Act.

Legal References
N.J.S.A. 34:19-1

Adopted: August 18, 2009
3410 – Compensation

The Board of Education will establish the compensation for teaching staff members not covered by the terms of a negotiated agreement or in an individual contract with the Board.

Legal References

Adopted: August 18, 2009
The Lopatcong Township Board of Education provides reimbursement for graduate credits in the field of education. This provision is in conjunction with the Board/Lopatcong Education Association Negotiated Agreement. The Board charges the Superintendent with the responsibility of determining if the courses requested are appropriate under the provisions of the agreement.

The Board encourages all staff members to improve their skills through advanced training and as an inducement thereto, provides extra compensation for those who do so successfully. The Board reserves the right to approve a change in salary for an employee who successfully meets district guidelines for advancement on the salary guide.

The Board delegates to the Superintendent the responsibility for assuring teaching staff members comply with the following regulations when claiming credit for advanced studies.

1. Courses shall have been given at an accredited institution.
2. Courses shall be those offered for the attainment of a graduate degree or those specialized courses directly related to the employee’s duties as approved by the Superintendent.
3. Courses must lead toward a degree of value to the employee while in the employ of the district.
4. All courses of study must have approval by the Superintendent.
5. Successful completion of the course shall be designated by a grade and verified through submission of an official transcript by the faculty member to the Superintendent.

When a teaching staff member has met the requirements for horizontal advancement on the salary locator guide, he/she will submit the appropriate paperwork, including official transcripts, to request an increase in salary for the following pay period be approved by the Board. The completed request will be submitted no less than ten (10) school days prior to the next regularly scheduled Board of Education meeting.

Legal References

Adopted: August 18, 2009
Revised: April 27, 2016
3420 – Benefits

The Board of Education may establish benefits for teaching staff members not covered by the terms of a negotiated agreement or in an individual contract with the Board.

Legal References

Adopted: August 18, 2009
The Board of Education will permit, in accordance with law, the absence without loss of pay or of annual or accumulated sick leave benefits of a teaching staff member disabled by accident or injury arising out of and in the course of employment. Any such employee shall seek the workers compensation benefits to which he/she is entitled by law.

An employee whose disability has qualified for the receipt of workers’ compensation benefits shall be presumed eligible for work related disability pay under this Policy. When an employee’s disability is so brief as to preclude the employee’s application for workers’ compensation benefits, the employee may request and the Board may grant work related disability pay.

Any employee who qualifies for work related disability pay under this Policy will be entitled to receive full pay during the period he/she is on disability leave of absence, for up to twelve consecutive months.

As a condition of receiving full salary, an employee who receives workers’ compensation benefits for his/her work-related disability must endorse and deliver to the Board all workers’ compensation temporary disability checks received for the period covered by this Policy.

Legal References

N.J.S.A 18A:30-2.1; 18A:66-32.1
N.J.S.A 34:15-38

Adopted: August 18, 2009
New Jersey’s workers’ compensation laws provide lost wages and pay medical expenses for an employee who sustains an injury as a result of an on-the-job accident, injury, or occupational disease. Workers’ compensation is designed to protect school district employees and their families against the hardships from injury arising in the workplace. In an effort to assist school staff in recovering from an eligible workers’ compensation injury, the Board provides a Modified Duty Early Return To Work Program. The Program is provided to staff members who have been injured on the job, but who are not permanently disabled. The Program is intended to minimize the negative psychological impact to an injured staff member due to being out of work and to provide a transition and adjustment period for the injured staff member to return to work while recovering from an on-the-job injury.

The school district may assign temporary modified duties and responsibilities to staff members that have sustained an eligible workers’ compensation injury. These employees may temporarily perform duties and responsibilities that may or may not be within their job description, or may or may not be within their department. The modified duties and/or responsibilities will be within the injured staff member’s capabilities and a staff member will not be assigned any modified duties and/or responsibilities that require any certifications/licenses that are not possessed by the injured staff member.

The modified duties and responsibilities will be determined by the School Business Administrator/Board Secretary, the district’s designated Workers’ Compensation Coordinator, after a medical examination and evaluation of the injured staff member by the Board’s designated workers’ compensation physician. The Workers’ Compensation Coordinator will determine if the injured staff member is eligible for modified duties or responsibilities. This determination will be based on:

1. The workers’ compensation physician’s examination and evaluation report;
2. The injured staff member’s capabilities to assume modified duties or responsibilities;
3. The availability of modified duties and responsibilities within the district at the time; and/or
4. Other issues that may impact the district’s ability to assign modified duties and responsibilities.

This Modified Duty Early Return to Work Program will be administered consistent with applicable federal and State laws and in accordance with provisions of collective bargaining agreements within the district.

Adopted: August 18, 2009
Regulation

Lopatcong Township
Board of Education

Teaching Staff Members
R3425.1 – Modified Duty Early Return to Work
Program – Teaching Staff Members
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R3425.1 – Modified Duty Early Return to Work Program – Teaching Staff Members

The Modified Duty Early Return to Work Program shall be administered by the School Business Administrator/Board Secretary, the district’s designated Workers’ Compensation Coordinator.

A. Filing a Claim Report

1. A staff member must file a written Workers’ Compensation Report if they have been injured in the performance of their job. This Report will be available in the main office and the nurse’s office in each school building and in the Coordinator’s office.

2. Upon sustaining an on-the-job injury, the staff member shall immediately report the injury to their immediate supervisor and report to the school nurse. If the injured staff member is not assigned to a school building with a school nurse, the school staff member shall immediately contact the Coordinator’s office. The Coordinator, or designee, will direct the injured staff member to a school’s main office, a school nurse, or to the workers’ compensation physician.

   a. In the event the injury requires immediate medical treatment, the staff member may be directed to the school physician or to the hospital emergency room. In this case, the Report shall be completed by the staff member whenever practical.

   b. In the event the staff member gets injured when schools are closed or after business hours and the staff member believes the injury requires immediate medical treatment the staff member shall:

      (1) Go to the hospital emergency room; and

      (2) Notify their immediate supervisor as soon as possible after the injury.

   c. In the event the injured staff member goes to the hospital emergency room when schools are closed, the staff member must report the injury to the Coordinator the next business day. The Coordinator may direct the injured staff member to a school nurse or to the workers’ compensation physician. All future medical treatment for the injured staff member shall be scheduled through the Coordinator’s office.

   d. In the event the staff member gets injured when schools are closed or after business hours and the staff member believes the injury does not require immediate medical treatment, the staff member shall:

      (1) Immediately notify their immediate supervisor; and

      (2) Notify the Workers Compensation Coordinator’s office the next business day.

3. The Workers’ Compensation Report shall be forwarded to the Coordinator’s office as soon as it is completed by the injured staff member.
a. In the event the staff member requires a physician’s examination and evaluation, the Coordinator’s office will schedule the appointment with the workers’ compensation physician’s office and the staff member.

4. Any staff member injured on-the-job and the injury causes the staff member to miss work time or prohibits the staff member from fulfilling all their job responsibilities must be examined by the workers’ compensation physician. The Coordinator will authorize workers’ compensation time off from work for a staff member injured on-the-job only after the staff member has been examined by the worker’s compensation physician. The Coordinator may, upon certain circumstances, authorize workers’ compensation time from work without requiring an examination by the workers’ compensation physician.

5. The Modified Duty Early Return to Work Policy will be attached to the Workers’ Compensation Report and this Regulation will be provided to the injured staff member upon request.

B. Physician’s Workers’ Compensation Examination and Evaluation

1. The Coordinator will provide the workers’ compensation physician a job description and a list of required tasks for positions in the school district.

2. Upon completing the medical examination and evaluation, the workers’ compensation physician will prepare a report indicating the staff member’s physical limitations, if any, that prevent the staff member from completing the staff member’s job responsibilities. The workers’ compensation physician’s report will also include a diagnosis, to the best of the physician’s ability, on the length of recovery for each limitation. The physician’s report will be forwarded to the Coordinator.

3. The Coordinator will review the workers’ compensation physician’s report and follow-up with the workers’ compensation physician and the staff member if the Coordinator needs more information to make a determination if modified duty is an option for the injured staff member.

C. Modified Duty Restriction

1. There is no permanent modified duty and all modified duty positions are temporary.

2. Upon reviewing the workers’ compensation physician’s report, the Coordinator will determine if temporary modified duty is appropriate for the staff member. The Coordinator may determine the staff member should be out of work until such time the staff member is able to return to work to assume all their job responsibilities. The Coordinator may also determine a date in the future for the staff member to return to work to assume temporary modified duties.

3. A medical review and examination by the workers’ compensation physician may be required to continue a modified duty assignment beyond sixty calendar days.
4. The Board reserves the right to require a staff member returning from modified duty to submit to a physical examination before returning to their position to assume all the job responsibilities of their position.

5. There will be communications among the Coordinator, the injured staff member’s supervisor, the staff member, the workers’ compensation physician, and the workers’ compensation insurance provider throughout the course of treatment and recovery of the injured staff member.

6. A tracking system will be established for documenting a staff member’s status in the Modified Duty Program.

D. Assignment of Job Tasks

1. Assigning modified duty to staff members will be decided on a case-by-case basis.

2. Job tasks for staff members on modified duty will be determined and assigned within the limitations established and approved by the workers’ compensation physician.

3. The injured staff member’s immediate supervisor shall provide periodic status reports to the Coordinator for any staff member assigned modified duty.

4. There is no restriction on the school district location or the type of modified duties assigned to the staff member provided it is consistent with the limitations detailed by the workers’ compensation physician. These modified duties may be assigned to a full or partial day schedule depending on the staff member’s limitations.

5. The modified duties and/or responsibilities will be within the injured staff member’s capabilities and a staff member will not be assigned any modified duties and/or responsibilities that require any certifications/licenses that are not possessed by the injured staff member.

E. Staff Member Requirements

1. Staff members shall perform the job tasks designated by the workers’ compensation physician in the physician’s report and assigned by the Coordinator. In the event these job tasks cause discomfort, the staff member shall discontinue the specific activity and inform their immediate supervisor. The immediate supervisor will report this information to the Coordinator, who will schedule a medical appointment for the staff member.

2. Staff members are required to follow the Coordinator’s directives regarding:
   a. Job assignments and tasks;
   b. Attending scheduled doctors’ appointments; and
   c. Completing and transmitting reports to and from the workers’ compensation physician, their immediate supervisor, and the Coordinator’s office.
F. Compliance With Laws

The Modified Duty Early Return To Work Program shall be administered consistent with the applicable federal and State laws and in accordance with provisions of collective bargaining agreements within the district.

Adopted: August 18, 2009
3431.01 – Family Leave (M)

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A. Introduction

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

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

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

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

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

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

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

C. Definitions

1. Federal Family and Medical Leave Act (FMLA)

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

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

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

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

“Military caregiver leave” means leave taken to care for a covered service-member with a serious injury or illness under FMLA. 29 CFR §825.127

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

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

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

“Parent of a covered service-member” means a covered service-member’s biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service-member. This term does not include parents “in law.”

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

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

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

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

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

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

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

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

“Son” or “daughter” means a biological, adopted, or foster child, stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age eighteen or age eighteen or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence.
“Son or daughter of the covered service-member” means a covered service-member’s biological, adopted or foster child, stepchild, legal ward, or a child for whom the covered service-member stood in loco parentis, and who is of any age. 29 CFR §825.127(d)(1)

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

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

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

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

2. New Jersey Family Leave Act (NJFLA)

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

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

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

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

“Staff member” is an employee eligible for family leave in accordance with the New Jersey Family Leave Act.

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

1. Federal Family and Medical Leave Act (FMLA)

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

Pursuant to 29 CFR §825.201(b), a husband and wife both employed by the district are limited to a combined total of twelve weeks of leave during the twelve-month period if the leave is taken for the birth of a son or daughter of the staff member or to care for such son or daughter after birth; for placement of a son or daughter with the staff member for adoption or foster care or to care for the child after placement.

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

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

2. New Jersey Family Leave Act (NJFLA)

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

The district will grant a family leave under NJFLA to more than one staff member from the same family (for example, a husband and a wife, or a brother and a sister) at the same time, provided such staff members are otherwise eligible for the leave. N.J.A.C. 13:14-1.12
A staff member during any period of the NJFLA leave is prohibited from performing any services on a full-time basis for any person for whom the staff member did not provide services immediately prior to commencement of the leave. A staff member on NJFLA leave may commence part-time employment that will not exceed half the regularly scheduled hours worked for the district. The staff member may continue the part-time employment that commenced prior to the NJFLA leave at the same number of hours that the staff member was regularly scheduled prior to such leave.

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

E. Types of Leave

1. Federal Family and Medical Leave Act (FMLA)

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

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

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

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

d. Reduced leave means leave scheduled for fewer than the staff member’s usual number of hours worked per workweek, but not fewer than a staff member’s usual number of hours worked per workday, unless otherwise agreed to by the staff member and the district. A staff member is entitled, at the option of the staff member, to take leave on a reduced leave schedule not exceeding twenty-four consecutive weeks. The staff member will
make a reasonable effort to schedule reduced leave so as not to unduly disrupt the operations of the instructional/educational program. The staff member will provide the district prior notice of the care, medical treatment or continuing supervision by a health care provider necessary due to a serious health condition of a family member in a manner that is reasonable and practicable. Leave taken on a reduced leave schedule will not result in a reduction of the total amount of leave to which a staff member is entitled.

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

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

f. “Instructional employees” as defined in 29 CFR §825.600(c) are those staff members whose principle function is to teach and instruct students in class, a small group, or in an individual setting. This term includes teachers, athletic coaches, driving instructors, and special education assistants, such as signers for the hearing impaired. Teacher assistants or aides who do not have as their principal job actual teaching or instructing, guidance counselors, child study team members, curriculum specialists, cafeteria workers, maintenance workers and/or bus drivers are not considered instructional employees for the purposes of this Policy. Semester as defined in 29 CFR §825.602(a)(3)(b) means the school semester that typically ends near the end of the calendar year and the end of the spring each school year. A school district can have no more than two semesters in a school year.

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

(2) In accordance with 29 CFR §825.601(a)(1), eligible instructional staff members that need intermittent or reduced leave to care for a family member, or for the staff member’s own serious health condition which is foreseeable based on planned medical treatment and the staff member would be on leave more than twenty percent of the total number of working days over the period the leave would extend, the district:

(a) May require the staff member to take the leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
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(b) Transfer the staff member temporarily to an available alternative position for which the staff member is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the staff member’s regular position.

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

(4) In accordance with 29 CFR §825.602, if an instructional staff member begins leave more than five weeks before the end of the school year, the district may require the staff member to continue taking leave until the end of the semester if:
(a) The leave will last three weeks; and
(b) The staff member would return to work during the three-week period before the end of the semester.

(5) In accordance with 29 CFR §825.602, if an instructional staff member begins leave for a purpose other than the staff member’s own serious health condition during the five-week period before the end of the semester, the district may require the staff member to continue taking leave until the end of the semester if:
(a) The leave will last more than two weeks; and
(b) The staff member would return to work during the two-week period before the end of the semester.

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

(6) In accordance with 29 CFR §825.602, if an instructional staff member begins leave for a purpose other than the staff member’s own serious health condition during the three week period before the end of a semester, the district may require the staff member to continue taking leave until the end of the semester if the leave will last more than five (5) working days.

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

g. Service-member qualifying exigency leave may arise out of the foreign deployment of the staff member’s spouse, child, or parent 29 CFR §§825.122 and 126:
(1) The district must grant an eligible staff member up to twelve work weeks of unpaid, job-protected leave during any twelve-month period for qualifying exigencies that arise when the staff member’s spouse, child, or parent is on covered active duty, or has been notified of an impending call or order to covered active duty.

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

(3) FMLA leave can be granted for one or more of the following exigencies:
   (a) Short-notice deployment:
      i. Notification of duty seven (7) or less calendar days prior to date of deployment;
      ii. Leave can be used for a period of seven (7) calendar days beginning on the date the military member is notified.
   (b) Military events and related activities, including official ceremonies, programs, or events sponsored by the military and related to the covered active duty or call to covered active duty status of the military member; and to attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross.
   (c) Childcare and school activities including arranging for alternative childcare; providing childcare on an urgent, immediate need basis (not routine, regular, or everyday basis); to enroll in or transfer to a new school or day care facility; or to attend meetings with staff at a school or day care facility:
      i. The son or daughter must be the son or daughter of the covered service-member.
   (d) Financial and legal arrangements made to address the military member’s absence while on covered active duty or call to covered active duty status.
   (e) Counseling, provided by someone other than a health care provider for oneself, for the military member, or qualified child, if the need arises from the covered active duty or call to covered active duty status of the military member.
   (f) Rest and Recuperation (R&R) to spend time with the military member on short-term, temporary R&R leave during a term of deployment:
      i. Can be used for a period of fifteen (15) calendar days beginning on the date the military member commences each instance of R&R leave.
(g) Post-deployment activities such as ceremonies or briefings including any that arise from the death of the military member while on covered active duty.

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

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

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

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

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

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

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

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

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

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

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

2. New Jersey Family Leave Act (NJFLA)

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

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

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

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

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

F. Notice

1. Federal Family and Medical Leave Act (FMLA)
   a. Foreseeable Leave - A staff member eligible for FMLA leave must give at least a thirty (30) calendar days written advance notice to the School Business Administrator/Board Secretary if the need for the leave is foreseeable based on an expected birth, placement for adoption of foster care, or planned medical treatment for a serious health condition of the staff member or a family member. If thirty (30) calendar days is not practical, the staff member must provide notice “as soon as practicable” which means as soon as both possible and practical, taking into account all the facts and circumstances in the individual case. For foreseeable leave where it is not possible to give as much as thirty (30) calendar days notice “as soon as practical” ordinarily would mean at least verbal notification to the School Business Administrator/Board Secretary within one (1) or two (2) working days or when the need for leave becomes known to the staff member. The written notice will include the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave.

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

   The district may delay the staff member taking leave for at least thirty (30) calendar days if the staff member fails to give thirty (30) calendar days notice for foreseeable leave with no reasonable excuse for the delay.

   b. Unforeseeable Leave - When the approximate timing of the need for leave is not foreseeable, a staff member should give notice to the School Business Administrator/Board Secretary for leave as soon as practicable under the facts and circumstances of the particular case. It is expected the staff member will give notice to the School Business Administrator/Board Secretary within no more than one (1) or two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is
not foreseeable. The staff member should provide notice to the employer either in person or by telephone, facsimile machine or other electronic means.

2. New Jersey Family Leave Act (NJFLA)
   a. Foreseeable Leave - A staff member eligible for NJFLA leave must give at least thirty (30) calendar days advance written notice to the School Business Administrator/Board Secretary of the need to take family leave except where the need to take family leave is not foreseeable.
      (1) Notice for leave to be taken for the birth or placement of the child for adoption will be given at least thirty (30) calendar days prior to the commencement of the leave, except that if the date of the birth or adoption requires leave to begin in less than thirty (30) calendar days, the staff member will provide such notice that is reasonable and practicable.
      (2) Notice for leave to be taken for the serious health condition of a family member will be given at least fifteen (15) calendar days prior to the commencement of leave, except that if the date of the treatment or supervision requires leave to begin in less than fifteen (15) calendar days, the staff member will provide such notice that is reasonable and practicable.
      (3) When the School Business Administrator/Board Secretary is not made aware that a staff member was absent for family leave reasons and the staff member wants to request the leave be counted as family leave, the staff member must provide timely written notice within two (2) working days of returning to work to have the time considered for family leave in accordance with the Family Leave Act.
   b. Unforeseeable Leave - When the need for leave is not foreseeable, the staff member must provide notice “as soon as practicable” which will be at least verbal notice to the School Business Administrator/Board Secretary within one or two working days of the staff member learning of the need to take family leave. Whenever emergent circumstances make written notice impracticable, the staff member may give verbal notice to the School Business Administrator/Board Secretary.

3. In all circumstances when verbal notice is provided it must be followed by written notice delivered to the School Business Administrator/Board Secretary within two (2) working days.

G. Leave Designation

An eligible staff member will designate FMLA or NJFLA leave upon providing notice of the need for the leave or when the need for leave commences. The School Business Administrator/Board Secretary will provide the staff member with this Policy to assist the staff member in determining the type of leave.
H. Benefits

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

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

I. Returning from Leave

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

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

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

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

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

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

J. Ineligible Staff Members

1. Federal Family and Medical Leave Act (FMLA)

   The district may deny job restoration after FMLA leave if the staff member is a “key employee” as defined in 29 CFR §825.217 if such denial is necessary to prevent substantial and grievous economic injury to the district or the district may delay restoration to a staff member who fails to provide a fitness for duty certificate to return to work for leave that was the staff member’s own serious health condition. A “key employee” is a salaried, staff member who is among the highest paid ten (10) percent of the school district staff employed by the district within 75 miles of the worksite. No more than ten (10) percent of the school district staff within 75 miles of the worksite may be “key employees.”

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

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

2. New Jersey Family Leave Act

   The district may deny family leave to the staff member if the staff member is a salaried employee who is among the highest paid five percent of the school district staff or one of the
seven highest paid employees of the district, whichever is greater, if the denial is necessary to prevent substantial and grievous economic injury to the school district’s operations. The School Business Administrator/Board Secretary will notify the staff member of the intent to deny the leave at the time the School Business Administrator/Board Secretary determines the denial is necessary. If the leave has already commenced at the time of the district’s notification of denial, the staff member will be permitted to return to work within ten (10) working days of the date of notification.

K. Verification of Leave

1. Federal Family and Medical Leave Act (FMLA)

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

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

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

The district may require re-certification pursuant to the requirements of 29 CFR §825.308. In accordance with 29 CFR §825.309, the staff member on leave must provide a written report to the School Business Administrator/Board Secretary every thirty (30) workdays. The report will include the staff member’s status and intended date to return to work. In the event the staff member’s circumstances change, the staff member must provide reasonable notice to the School Business Administrator/Board Secretary if the staff member intends to return to work on a date sooner than previously noticed to the district. The staff member is not required to take more leave than necessary to resolve the circumstance that precipitated the need for leave. As a condition of returning to work after the leave for the staff member’s own serious health condition, and in accordance with 29 CFR §825.310, the district requires a staff member to provide a certification from their health care provider that the staff member is able to resume work.

In accordance with 29 CFR §825.311, the district may delay the taking of FMLA leave to a staff member who fails to provide certification within fifteen (15) calendar days after being requested to do so by the district. In accordance with 29 CFR §825.312, the district may delay the taking of leave until thirty (30) calendar days after the date the staff member provides notice to the district of foreseeable leave or the district may delay continuation of leave if a staff member fails to provide a requested medical certification in a timely manner.

2. New Jersey Family Leave Act

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

In the event the School Business Administrator/Board Secretary doubts the validity of the certification for the serious health condition of a family member of the staff member, the district may require, at the district’s expense, the staff member to obtain an opinion regarding the serious health condition from a second health care provider designated or approved, but not employed on a regular basis, by the district. If the second opinion differs from the certification the district may require, at the district’s expense, that the staff member obtain the opinion of a third health care provider designated or approved jointly by the district and the staff member.
L. **Interference with Family Leave Rights**

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

M. **Non-Tenured Teaching Staff**

Family leave granted to a non-tenured staff member cannot extend the staff member’s employment beyond the expiration of his/her employment contract.

N. **Record Keeping**

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

O. **Processing of Complaints**

1. Federal Family and Medical Leave Act (FMLA) 29 CFR §§825.400-401
   a. If there is a dispute between the district and a staff member as to whether leave qualifies as FMLA leave, it should be resolved through discussion between the staff member and the district. Such discussions and the decision will be documented by the school district.
   b. The staff member also may file, or have another person file on his/her behalf, a complaint with the United States Secretary of Labor. A complaint may be filed in person, by mail, or by telephone with the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, at any local office of the Wage and Hour Division.

2. New Jersey Family Leave Act N.J.A.C. 13:14-1.16
   a. Any complaint alleging a violation of the Act will be processed in the same manner as a complaint filed under the terms of N.J.S.A. 10:5-1 et seq. and N.J.A.C. 13:4 through the New Jersey Department of Law and Public Safety, Division on Civil Rights.

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

29 CFR. §825 et seq.
29 CFR §785
N.J.S.A. 10:5-1
N.J.A.C. 13:14-1 et seq.
Board of Education employees are eligible to apply for benefits under New Jersey’s Family Leave Insurance Program administered by the State of New Jersey – Department of Labor and Workforce Development. New Jersey’s Family Leave Insurance Program (NJFLI) may provide up to six weeks of family leave insurance benefits payable to covered employees from either the New Jersey State Plan or an approved employer-provided private plan.

A benefit provided through the NJFLI will be for the employee to bond with a child during the first twelve months after the child’s birth, if the covered individual or the domestic partner or civil union partner of the covered individual is a biological parent of the child, or the first twelve months after the placement of the child for adoption with the covered individual. An employee who intends to apply to the State of New Jersey for benefits under this provision of the NJFLI must provide the Superintendent written notice thirty calendar days prior to beginning the leave. Failure to provide this thirty-day notice may result in a reduction in the employee’s maximum family leave insurance benefits. Intermittent leave to bond with a newborn or newly adopted child must be agreed to by the Superintendent and the employee and, if agreed to, must be taken in periods of seven days or more.

A benefit provided through the NJFLI will also be to care for a family member with a serious health condition supported by a certification provided by a health care provider. An employee who intends to apply to the State of New Jersey for benefits under this provision of the NJFLI for consecutive leave must provide the school district reasonable and practical notice unless the time of the leave is unexpected or the time of the leave changes for unforeseen reasons. An employee who intends to apply for benefits under this provision of the NJFLI for intermittent leave must provide the school district with a written notice at least fifteen calendar days prior to beginning the leave.

For the purposes of this Policy, “family member” means a child, spouse, domestic partner, civil union partner, or parent of a covered individual. “Child” means a biological, adopted, or foster child, stepchild, or legal ward of a covered individual, child of a domestic partner of the covered individual, or child of a civil union partner of the covered individual, who is less than nineteen years of age or is nineteen years of age or older but incapable of self-care because of mental or physical impairment.

An employee will be required to use six (6) sick days from the six allotted sick days for family illness in connection with a period of paid leave from the NJFLI. In accordance with N.J.S.A. 18A:30-1, sick leave is only to be used for personal disability due to illness or injury and therefore may not be used for NJFLI purposes.

All applications for benefits under the NJFLI 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 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.
The NJFLI provides eligible individuals a monetary benefit and not a leave benefit. In addition, 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.

The Board may elect to provide employees with Family Leave Insurance benefits coverage under a private plan that must be approved by the State of New Jersey – Department of Labor and Workforce Development.

A printed notification of covered individuals’ rights relative to the receipt of benefits under the NJFLI will be posted in each of the school district worksites and in a place or places accessible to all employees at the worksite. Each employee shall receive a copy of this notification in writing at the time of the employee’s hiring, whenever the employee provides written notice to the Superintendent of their intention to apply for benefits under the NJFLI, or at any time upon the first request of the employee. The written notification may be transmitted to the employee in electronic form.

N.J.A.C. 12:21-1.1 et seq.

Adopted: March 9, 2010
3432 – Sick Leave

The Board of Education shall grant sick leave, in accordance with law, to teaching staff members and administrators absent from work because of a personal disability due to illness or injury, or quarantine. Each full- or part-time employee eligible for sick leave will be entitled annually to the number of paid sick leave days as stated in the negotiated contract with Lopatcong Education Association (LEA) or in an individual contract with the Board.

If there are any discrepancies between this Policy and its associated Regulation with the then current contract between the Board and the LEA, the contract will prevail.

Legal References

29 U.S.C. 2601 et seq.

Adopted: August 18, 2009
Revised: December 11, 2012
R3432 – Sick Leave

B. Eligibility for Sick Leave

1. Each person employed full- or part-time by this district will be paid in full, to the limit of his/her entitlement, for days on which the employee is absent from work because of:
   a. Personal disability due to the employee’s illness or injury,
   b. The employee’s exclusion from school by the school district’s physician or school nurse on account of a contagious disease, or
   c. The employee’s having been quarantined for a contagious disease in his/her immediate household.

2. Whatever the claims of disability, no day of absence shall be considered to be a sick leave day on which the employee:
   a. Has engaged in or prepared for gainful employment with an employer other than the Board,
   b. Has participated in a concerted work stoppage, or
   c. Has engaged in any activity, vocational or avocational, that clearly refutes the employee’s claim of disability or quarantine.

C. Call-In Procedures

1. An employee who anticipates a day of disability should make every reasonable effort to so notify the Building Principal (or designee) and the Substitute Caller no later than the day before the absence, to allow sufficient time for the securing of substitute services.

2. Notice of the disability should include a reasonable estimate of the duration of the disability.

3. An employee who becomes aware of his/her disability on the morning of the absence must call the Substitute Caller between the hours of 5:30am and 6:30am.

4. An employee who becomes disabled during the school day must so inform the Building Principal (or designee) as promptly as possible and request permission to leave the school premises.

5. In all instances, the employee himself/herself should call the Building Principal (or designee) to report sick leave. An agent may be appointed to call in sick leave only when the employee is so incapacitated as to make a personal call inadvisable or impossible.

D. Sick Leave Charges

1. A sick leave absence commences when the absence is called in pursuant to paragraph B above. An employee who leaves school early because of a disability will not be charged with a sick leave day provided the absence commences after the hour of:
   11:30am – Elementary School
2. A sick leave day once commenced may be reinstated as a working day only with the approval of the Building Principal.

3. An employee absent on sick leave on a day when the school is closed early for emergency reasons will be charged with a full sick leave day.

4. An employee scheduled for a sick leave absence on a day on which the schools do not open because of an emergency (such as a snow day) will not be charged with a sick leave day.

E. Verification of Sick Leave

1. An employee absent for reasons of disability more than three consecutive working days or more than five cumulative working days in any one month shall submit the signed statement of his/her physician indicating:
   a. The reason for the employee’s absence, as personally known to the physician; and
   b. If the employee is not immediately returning to work, the anticipated duration of the employee’s disability.

2. The Board may, at its discretion, require the employee to submit to an examination by the school district’s physician or a physician designated by the school district’s physician.

3. If the results of the examination conducted pursuant to paragraph D2 above are inconsistent with the statement of the employee’s physician, the two examining physicians shall agree in good faith on a third physician, who shall examine the employee and whose medical opinion shall be conclusive and binding as to the employee’s disability on days claimed for sick leave.

F. Readmission After Disability

1. An employee who wishes to return to work after sick leave of more than three consecutive working days or more than five cumulative working days in any one month shall submit the signed statement of his/her physician indicating the employee’s fitness to perform his/her duties.

2. The Board may, at its discretion, require the employee to submit to an examination by the school district’s physician or a physician designated by the school district’s physician.

3. If the results of the examination conducted pursuant to paragraph E2 above are inconsistent with the statement of the employee’s physician, the two examining physicians shall agree in good faith on a third physician, who shall examine the employee and whose medical opinion shall be conclusive and binding as to the employee’s fitness to return to service.

G. Exhaustion of Sick Leave

1. The Business Administrator (or designee) will monitor each employee’s sick leave bank and charge the employee’s bank of accumulated sick leave with sick leave days in accordance with Board Policy #3432 – Sick Leave and this regulation.
2. When it is apparent that an employee on extended sick leave will utilize the last sick leave day to which he/she is entitled within five working days, the Business Administrator (or designee) will so inform the employee by written notice. The notice will include a statement of the employee’s right to request the Board for an extension of sick leave.

3. A request for the extension of sick leave should be submitted to the Superintendent and Business Administrator at least seven working days in advance of the next Board meeting. The request must be accompanied by a physician’s signed statement setting forth the nature and anticipated duration of the employee’s disability.

4. An employee who anticipates an extended period of disability may apply to the Board for a disability leave of absence.

5. Employees are reminded that sick leave extensions and disability leaves of absence are not entitlements and will be granted or denied by the Board on a case-by-case basis.

6. Employees will receive no compensation or benefits during an unpaid leave of absence, except the continuation of health insurance coverage for which the employee must recompense the district.

H. Accumulation of Sick Leave

1. Sick leave will be charged, first, to the sick leave newly available in the employee’s current contract year and, when that sick leave entitlement is exhausted, to the employee’s bank of accumulated sick leave.

2. At the beginning of each contract year, up to ten days of sick leave newly available but unused in the prior contract year will be carried forward and credited to a full-time employee’s bank of sick leave.

3. The unused sick leave of part-time employees will be accumulated on the basis of hours of work rather than days of work.
   a. At the close of each school year, the number of sick leave days not used by a part-time employee will be multiplied by the number of hours the employee worked in each day or, if the employee worked irregular hours, the average number of hours in each contract day.
   b. At the beginning of the following school year, the total number of hours accumulated will be divided by the number of hours, or average number of hours, to be worked in each contract day. The result constitutes the number of accrued sick leave days the employee may claim when he/she has exhausted the sick leave days available in the current contract year.
   c. When a part-time employee, continuously employed in the district, is employed full-time, his/her accumulated sick leave hours will be divided by the number of hours in a full working day, and the dividend will be multiplied by the number of days he/she worked each week as a part-time employee. The product will be divided by five, the number of
days in a full-time week. The resulting number, rounded up to the next full day, represents the number of accrued sick leave days in the employee’s sick leave bank.

I. Records

1. The personnel file of each person employed by this district will include an accurate record of the employee’s attendance in accordance with Board Policy #3212 – Attendance.
2. Each employee’s attendance record will record the reason for any absence.
3. The attendance record will include the number of accumulated unused sick leave days in the employee’s sick leave bank.

Adopted: August 18, 2009
Revised: December 11, 2012
3433 – Vacations

The Board of Education believes that the school district benefits when teaching staff members employed to work twelve months a year are given periodic relief from the responsibilities of their positions without loss of compensation.

The Board reserves the right to determine the conditions under which vacation time may be taken when not otherwise covered by the terms of a negotiated agreement or in an individual contract with the Board.

Legal References

N.J.S.A. 18A:30-7

Adopted: August 18, 2009
3435 – Anticipated Disability

The Board of Education shall provide for leaves of absence, in accordance with law and the policies of this Board, for any employee of this district not covered by the terms of a negotiated agreement whose absence from duties will be required for a foreseeable event of disability such as childbirth or surgery.

An employee who anticipates disability shall so notify the Superintendent as soon as the employee is under medical supervision for the condition and a date is projected for the anticipated disability. Because of the potentially disabling nature of pregnancy and the certainty of temporary disability at birth, the Board will presume that a pregnant employee is disabled for work thirty days before the anticipated date of childbirth and continues to be disabled for thirty days after birth, except that any such employee who presents medical certification of her fitness may continue to work until she is actually disabled and may return to work as soon as she is able.

The Board reserves the right to require an employee who requests an extended leave of absence that includes anticipated disability to commence and/or terminate the leave at times that ensure continuity in the educational program. No person who is required to take leave at a time other than that requested will be denied the use of sick leave for the anticipated disability that occurs or is presumed to occur during the leave.

An employee who anticipates a disability may request a leave of absence to commence before disability and to extend beyond the period of disability. Any such request shall be subject to Board discretion and the Board’s policy on leave of absence. An employee on voluntary leave of absence is not eligible for sick leave pay for disability occurring during the period of that absence.

Legal References

29 C.F.R. 1604-1 et seq.
N.J.S.A. 10:5-12

Adopted: August 18, 2009
3436 – Personal Leave

The Board of Education may provide compensated or uncompensated absence for reasons of personal necessity for teaching staff members not covered by the terms of a negotiated agreement or in an individual contract with the Board.

The Board reserves the right to determine the reasons for which personal leave will be granted, the number of days that may be used in any one school year for personal leave, and the manner of proof of personal necessity.

Legal References

N.J.S.A. 18A:30-7

Adopted: August 18, 2009


3437 – Military Leave

The Board of Education recognizes that military service rendered by any district employee in the defense of the country or in maintaining preparedness for conflict, foreign or domestic, is a service benefiting all citizens. A permanent or full-time temporary officer and/or employee of the district will be provided military leave and related benefits pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Section 4301 et seq., P.L. 2001 Chapter 351 amending N.J.S.A. 38:23-1, N.J.S.A. 38A:1-1 and N.J.S.A. 38A:4-4., and any other applicable Federal and State laws.

A permanent or full-time temporary officer or employee of the school district who is a member of the organized militia of New Jersey (New Jersey National Guard, New Jersey Naval Militia Joint Command) will be entitled, in addition to pay received, if any, as a member of the organized militia, to a leave of absence from his/her respective duties without loss of pay or time on all days during which he/she is engaged in any period of State or Federal active duty; provided, however, that the leave of absence for Federal active duty or active duty for training will not exceed ninety work days in the aggregate in any calendar year. Any leave of absence for such duty in excess of ninety work days will be without pay, but without loss of time. Such leave will be in addition to the regular vacation or other accrued leave provided to the officer or employee. A temporary officer or employee who has served under such temporary appointment for less than one year in the district will receive this leave without pay, but without loss of time.

A permanent or full-time temporary officer or employee of the school district who is a member of the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve or United States Marine Corps Reserve, or other organization affiliated therewith, including the National Guard of other states, will be entitled, in addition to pay received, if any, as a member of a reserve component of the Armed Forces of the United States, to a leave of absence from his/her respective duties without loss of pay or time on all work days on which he/she will be engaged in any period of Federal active duty, provided, however, that such leave of absence will not exceed thirty work days in any calendar year. Such leave will be in addition to the regular vacation or other accrued leave provided to the officer or employee. Any leave of absence for such duty in excess of thirty work days will be without pay, but without loss of time. A full-time temporary officer or employee who has served under such temporary appointment for less than one year in the district will receive this leave without pay, but without loss of time.

Military leave with pay is not authorized for Inactive Duty Training (IDT) as defined in N.J.A.C. 5A:2-2.1.

The district will provide benefits and rights for staff on military leave as required by Federal and State laws.

Pursuant to N.J.S.A. 52:13H-2.1, in accordance with the provisions of Article VIII, Section II, paragraph 5 of the New Jersey Constitution, upon application by the district to the State Treasury and approval of the application by the Director of the Division of Budget and Accounting, reimbursement
will be made by the State of New Jersey for any costs incurred as a result of the provisions of P.L. 2001, Chapter 351.

Legal References
N.J.S.A. 38:23-1 et seq.; 38A:1-1; 38A:4-4; 52:13H-2.1;
N.J.A.C. 5A:2-2.1
Uniformed Services Employment and reemployment Rights Act (USERRA),
38 U.S.C. Section 4301 et seq.

Adopted: August 18, 2009
Revised: February 20, 2018
3439 – Jury Duty

The Board of Education will indemnify any teaching staff member against loss of pay incurred by a call to jury duty. No such employee will be penalized in any way for an absence caused by service on a panel of grand or petit jurors. The time any such employee is absent on jury duty will not be charged against personal leave and will count as school district service.

Teaching staff members shall report a call to jury duty during the school term to the Building Principal or their immediate supervisor who shall determine whether or not a replacement is available. Teaching staff members scheduled for jury service during the school term for whom the administration indicates a replacement cannot reasonably be found shall seek from the Assignment Judge an excusal or deferment of service. Teaching staff members shall obtain from the Superintendent, or designee, a letter indicating the lack of availability of a substitute in such instances.

A teaching staff member who is a full-time teacher and is absent from school duties on jury duty for any court of New Jersey, any court of any other State, any federal district court, or in the U.S. District Court for New Jersey will receive their usual compensation from the school district for each day the teaching staff member is present for jury duty. In the event there is any jury duty compensation, excluding mileage and lodging, paid to the teaching staff member for their time on jury duty, the teaching staff member will reimburse the school district the amount of any jury duty compensation paid to the staff member.

An employee summoned to jury duty shall promptly report the summons to his/her immediate supervisor. On return from jury duty, the employee must submit to his/her immediate supervisor a court record of the number of days served on jury duty.

While on jury duty, an employee must report daily to his/her supervisor the schedule for the following day and must report to work when he/she is excused from jury duty for half a day or more or suffer loss of pay.

Legal References

N.J.S.A. 2B:20-1 et seq.; 2B:20-10; 2B:20-16

Adopted: August 18, 2009