

3000 TEACHING STAFF MEMBERS

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Concept and Roles in Personnel

3000 CONCEPT AND ROLES IN PERSONNEL

The personnel policies of a school district are an essential part of the program of public education in a community. The philosophy of a school district and the community is generally reflected in these policies.

Through its personnel policies, the Board of Education wishes to establish conditions that will attract and hold the highest qualified personnel for all positions who will devote themselves to the education and welfare of our students.

Policy development must be approached with attitudes of mutual faith and good will. Cooperation and participation of the employees' association(s), administration, and the Board are essentials in the implementation of personnel policies. If the predominant values and standards are based upon a philosophy of mutual respect, the personnel policies and procedures will add to the dignity of each individual.

Provisions for the implementation of adopted personnel policies should include channels of communication and procedures for the handling of professional and ethical problems, through which all persons or groups affected may voice their opinions.

To keep its personnel policies, and the corresponding administrative regulations, in the highest state of effectiveness to achieve the above purposes, the Superintendent is directed to establish the procedures needed.

Goals and Objectives

The personnel employed by the school district constitute the most important resource for effectively conducting a quality educational program. Important contributions to a successful education program are made by all staff members. The district's program will function best when the District employs highly qualified personnel, conducts appropriate staff development activities, and establishes policies and working conditions which are conducive to high morale and which enable each staff member to make the fullest contribution to district programs and services.

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Concept and Roles in Personnel

The goals of the district's personnel program shall include the following:

1. To develop and implement those strategies and procedures for personnel recruitment, screening, and selection which will result in employing the best available candidates, i.e., those with highest capabilities, strongest commitment to quality education, and greatest probability of effectively implementing the district's educational program.
2. To develop general deployment strategy for greatest contribution to the learning program, and to utilize it as the primary basis for determining staff assignments.
3. To develop a climate in which optimum staff performance, morale, and satisfaction are produced.
4. To provide positive programs of staff development designed to contribute to the improvement of the learning program and to each staff member's development.
5. To provide for a genuine team approach to education, including staff involvement, under the direction of the chief school administrator, in planning and evaluation.
6. To provide attractive compensation and benefits as well as other provisions for staff welfare.
7. To develop and utilize for personnel evaluation positive processes which contribute to the improvement of both staff capabilities and the educational program.

Cross References: 4000, 4010

First Reading: March 12, 2001

Second Reading: March 19, 2001

Adopted: April 2, 2001

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

TEACHING STAFF MEMBERS
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Creating Positions

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 shall create new positions as they are required, approve job titles, and specify the number of positions required to staff adequately each employment category. Job descriptions shall be prepared in accordance with Policy No. 1400. The Board shall, on a careful review of the position, establish the background experiences and personal qualities, if any, to be required of candidates or preferred among applicants for a particular position. Any such local qualifications shall be flexibly applied.

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

Positions shall, to the maximum extent possible, conform to certification regulations of the State Board of Education. When district organization requires the creation of a nonconforming, unrecognized position, the approval of the county Superintendent shall be sought before the position is filled.

N.J.S.A. 18A:16-1; 18A:28-1 et seq.
N.J.A.C. 6:8-3.2; 6:11-3.1; 6:11-3.3
P.L. 1995 Chapter 125

Cross References: 1400, 4111

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Abolishing Positions

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.

N.J.S.A. 18A:28-1; 18A:28-9 et seq.

First Reading:	March 12, 2001
Second Reading:	March 19, 2001
Adopted:	April 2, 2001

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

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Employment Contract

3124 EMPLOYMENT CONTRACT

The Board of Education requires that every tenured and 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 shall include the specific title of the position (with reference to the applicable job description) 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 (including endorsement(s)) held by the teaching staff member and the date, if any, on which certification will expire; the salary at which the teaching staff member will be employed; the intervals at which the salary will be paid; and a provision for the termination of the contract on sixty (60) days notice duly given by either party in writing.

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 shall be the salary paid.

N.J.S.A. 18A:27-2 et seq.; 18A:28-8
N.J.A.C. 6:11-3.1(b)

Cross Reference: 4124
First Reading: October 7, 2002
Second Reading: October 21, 2002
Adopted: October 21, 2002

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

TEACHING STAFF MEMBERS
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Employment of Teaching Staff Members -M

3125 EMPLOYMENT OF TEACHING STAFF MEMBERS

The Board of Education believes that it is vital to the successful operation of the district that teaching staff member positions created by the Board be filled with highly qualified and competent teaching staff members.

The Superintendent shall recruit, screen, and recommend to the Board suitable candidates for district employment. The Board shall approve the employment, fix the compensation, and establish the term of employment for every teaching staff member employed by this district. Approval shall be given only to those candidates for employment recommended by the Superintendent.

The Superintendent may appoint a person to fill a vacancy due to an emergency, subject to ratification of that action by the Board at the next Board meeting, and may appoint substitute teachers in accordance with this policy.

No one will be permitted to teach without certification. In order to qualify for a teaching staff member position a candidate must:

1. Possess a standard certificate issued by the New Jersey State Board of Examiners with an endorsement appropriate to the position he or she is to fill; or
2. Have qualified and applied for such a certificate and possess a county substitute certificate or
3. If applying for employment as Principal by an alternate route, qualify for the provisional certificate for admission to the Principal Residency Program; or
4. If applying for his or her first teaching position, possess a Certificate of Eligibility or Certificate of Eligibility with Advanced Standing for issuance of a provisional instructional certificate, or have filed for such a certificate and possess a county substitute certificate; or
5. In the event extenuating circumstances prevent the Board from recruiting a suitable certified candidate in those endorsement areas permitted by State Board rules, possess an emergency certificate appropriately endorsed. However, when certification is pending, a county substitute certificate will be required.

The Superintendent shall require visual proof of any candidate's certification or pending application for certification.

No person shall be employed in a position involving regular contact with pupils unless the Board has notice 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. Individuals who provide volunteer services are not subject to this criminal history record information requirement. An individual shall be permanently disqualified from employment or service in the school district if the criminal history record check reveals a record of conviction for crimes as defined in N.J.S.A. 18A: 6-7.1.

Substitute employees, who are rehired annually by the Board, are required to undergo a criminal history record check only 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.

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

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Employment of Teaching Staff Members

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 records check if the Board or contractor 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 background check is not completed for an emergent hired employee within three months, the Board or contractor 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 shall be requested unless the applicant provided written consent to the check.

The Board may employ relatives of Board members provided the member of the Board involved does not participate in any way in the discussion or vote.

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

All new employees will be required, to complete the federal Form I-9 and supply the documentation necessary to demonstrate the employee's identity and employment eligibility under the Immigration Reform and Control Act of 1986. Completed Forms I-9 will be retained for three years or until one year after the end of the employee's separation, whichever is longer.

Part-Time Teaching Staff Members

A "part-time teaching staff member" is a member employed less than full-time.

Part-time teaching staff members will be compensated on the salary schedule negotiated for full-time teaching staff members, prorated to their part-time service depending on the position.

Part-time teaching staff members will receive employment benefits as determined by the Superintendent or the collective bargaining agreement.

The Board recognizes that part-time teaching staff members who serve the statutory probationary period will earn the protections of tenure and seniority.

Substitute Teachers

The Board will employ substitutes for absent teachers in order to insure continuity in the instructional program and will annually approve a list of substitutes, and the positions in which each is permitted to serve and may approve additional substitutes during the school year.

The Board directs the chief school administrator to:

1. Maintain a master list of available, certified substitute teachers, pursuant to regulations;
2. Provide an orientation program for substitute teachers at the school site to better prepare them to meet pupil needs and to fulfill teaching responsibilities assigned within the school district;
3. Encourage the development and use of long-range lesson plans for each class to insure the availability of appropriate instructional program guidelines for substitute teachers.

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

TEACHING STAFF MEMBERS
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Employment of Teaching Staff Members

Per diem substitute teachers will not participate in the medical coverage plans or other fringe benefits of the school district.

The Superintendent may select substitutes from the list approved by the Board to serve in the place of an absent teacher who retains an entitlement to a regular position. The Superintendent may employ, subject to ratification by the Board at the next meeting of the Board, substitutes who have not received the prior approval of the Board when no approved substitute is available.

Preference will be given to substitutes who are fully certified in the area for which they are engaged.

A substitute teacher shall follow the daily lesson plan provided by the regular teacher and, when that plan is exhausted, the instructions of the Principal.

Substitutes may be hired for a short term or long term period.

Short-Term Substitution

Short term substitution is employment in a teaching position from 1 to 100 days. Short term substitute teachers shall be compensated at a per diem wage established annually by the Board. The per diem wage will be based upon the individual's certification and degree status. The per diem wage will change for those substitutes who continue in the same position according to the following schedule. For the purpose of calculating the rate of pay for continued service in the same position, the length of service shall be broken down into three categories: (a) 1-20 days; (b) 21-40 days; and (c) 41-100 days. A short term substitute is not eligible for any other benefits. Substitutes who do not hold a standard instructional certificate must have a break in service every twenty (20) days for a least one (1) day, but shall remain eligible for the increase in rate of pay if returning to the same position.

Long Term Substitution

Long-term substitution is employment in the same assignment for 101 days and beyond. Long-term substitutes who do not hold a standard teaching certificate shall be compensated at the long-term per diem rate established annually by the Board, retroactive to the first day of the long-term assignment, and will receive no other benefits. Long-term substitutes who hold standard teaching certificates shall be approved by the Board as Leave Replacement Teachers; as such they will be placed on the teacher's salary guide, and enrolled in health benefits.

Service as a substitute will not count toward the accrual of tenure or seniority.

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

TEACHING STAFF MEMBERS
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Employment of Teaching Staff Members

Athletic Coaches

The Board authorizes the Superintendent to recommend the employment of qualified coaches for the district interscholastic and intramural athletic programs. The Board will employ as athletic coaches only those persons who have experience in and knowledge of the specific sport, are properly certified, and possess the personal characteristics that qualify them to serve as role models to the pupils they coach.

An athletic coach whose duties include the athletic training of pupil athletes will be designated an athletic trainer and must be appropriately certified.

The Superintendent shall advertise vacancies for coaching assignments by posting notice of the vacancy in this school district. The Superintendent may thereafter recommend to the Board the employment of any qualified candidate for the coaching position who possesses an instructional certificate issued by the New Jersey State Board of Examiners.

In the event that no qualified, fully certified candidate applies for the coaching position, the Superintendent may recommend to the Board a candidate who is the holder of a county substitute's certificate, provided that the Superintendent has demonstrated to the County Superintendent that the vacant coaching position has been advertised and no qualified, fully certified candidate has applied for the position; the Superintendent has attested in writing to the County Superintendent the prospective employee's knowledge and experience in the sport; and the County Superintendent has approved the employment of the candidate.

An athletic coach employed under a county substitute's certificate shall be employed for a single designated sports season, and is not necessarily limited to twenty (20) consecutive days of service.

An athletic coach employed by this district who is not a regular employee of this district shall be employed only for the duration of the specific sport season. He or she shall be paid the stipend that would be paid to a district employee in the same position and shall be supervised by the Director of Athletics and/or Director of Health and Physical Education. The position of athletic coach is not tenurable, and no employment benefits shall be provided to employees filling only a coaching position.

N.J.S.A. 18A:6-5 et seq.; 18A:6-7.1 et seq.; 18A:16-1;
18A:26-1 et seq.; 18A:27-1; 18A:27-4; 18A: 54-20 (vocational districts)
N.J.A.C. 6:11-3.1; 6:11-4.2 et seq.; 6:11-5.1 et seq.

Cross References: 0142, 3370, 4125

First Reading: January 6, 2003
Second Reading: January 27, 2003
Adopted: January 27, 2003

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

TEACHING STAFF MEMBERS

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Induction Program for Provisional Teachers

3126 INDUCTION PROGRAM FOR PROVISIONAL TEACHERS

The Board of Education recognizes that all newly prepared teachers are required to serve their first year of employment under provisional certification and in a district induction program designed to train and guide new teachers and to identify those teachers who qualify for standard certification.

The Board will approve a plan for the induction of new teaching staff members and submit the plan to the Department of Education.

Professional Support Team

The Board shall, in accordance with State Board of Education rules, provide provisional teachers with the training and supervision of a professional support team composed of a Principal or his or her designee, an experienced mentor teacher, a college faculty member or comparable staff member, a curriculum supervisor or comparable staff member, and such additional members as the Superintendent may recommend and the Board approve.

Members of the professional support team shall be recommended by the Superintendent and approved by the Board and recommended by a committee composed of representatives of the constituent staff organizations. Support team members shall be appropriately certified, experienced, and cooperative staff members recognized for their discretion and helpfulness. Support team members shall be appropriately trained for participation in the induction program.

Mentor teachers shall, whenever possible, be in the same instructional area and school building as the provisional teacher.

Evaluation of Provisional Teachers

Provisional teachers shall be formally evaluated at least three times, at ten week intervals during the first year of employment, by two or three members of the support team other than the mentor teacher. The support team may conduct additional evaluations.

Role of Mentor Teachers

Mentor teachers shall not participate in any way in decisions which may have a bearing on the employment or certification of provisional teachers. They shall not assess or evaluate the performance of provisional teachers unless they are appropriately certified administrators. Interactions between provisional teachers and experienced mentor teachers are formative in nature and considered a matter of professional privilege. Mentor teachers shall not be compelled to offer testimony on the performance of provisional teachers.

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

TEACHING STAFF MEMBERS

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Induction Program for Provisional Teachers

1. All vacancies for mentoring positions shall be posted as early as the district is aware of its needs. The posting shall include the qualifications for the position. No employee shall be assigned to serve as a mentor if there are qualified volunteers available. If an employee is involuntarily assigned to a mentoring position, he/she shall not be involuntarily assigned again until all other qualified employees have been assigned.
2. No teacher shall serve as a mentor to more than one provisional teacher at a time.
3. Each mentor shall be compensated in accordance with the State guidelines.
4. Each mentor shall be required to devote no more than thirty hours to the mentoring assignment.
5. Training shall be provided for mentors in accordance with State guidelines. Time spent in training shall be counted in the thirty hours contained in #4 above.
6. There shall be a Joint Committee on Mentoring consisting of three administrators designated by the Superintendent and three teachers appointed by the SOMEA President. The committee shall review the State requirements concerning certification and support services for provisional teachers and make recommendations to the Superintendent of Schools regarding those aspects which do not have an impact on terms and conditions of employment.

Compensation for Support Team Members

Members of the professional support team shall be compensated in accordance with the fee schedule approved by the State Board of Education.

The provisional teacher shall be assessed the entire amount of the fee.

The amount of the assessment shall, on the written request of the teacher, be deducted from the provisional teacher's salary in amounts prorated throughout the first year of service.

N.J.S.A. 18A:6-75 et seq.

N.J.A.C. 6:11-5.1 et seq.

First Reading: March 12, 2001

Second Reading: March 19, 2001

Adopted: April 2, 2001

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

TEACHING STAFF MEMBERS
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Assignment of Additional Duties

3134 ASSIGNMENT OF ADDITIONAL DUTIES

The professional responsibilities of teaching staff members include such extra duties as may be assigned by the Superintendent or his/her designee. The Board will appoint teaching staff members to extra duty positions including, but not necessarily limited to, the positions of department chairperson, account treasurer, co-curricular activity advisor, athletic coach, 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. Wherever possible, the Board will fill athletic coaching positions with district employees.

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 may constitute an act of insubordination subject to discipline.

A teaching staff member shall not accrue tenure or seniority rights in an extra duty position. The teacher is not entitled to reappointment to an extra duty position, and must apply annually.

Performance in an extra duty position will be considered in a teacher staff member's evaluation, in determining whether to renew a nontenured member, and in determining which of two or more tenured members with identical seniority entitlements will be retained in a reduction in force.

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.

N.J.S.A. 18A:27-4

First Reading:	March 12, 2001
Second Reading:	March 19, 2001
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THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

TEACHING STAFF MEMBERS

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Resignation

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 Policy No. 3124.

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.

Each resigning teaching staff member, whether tenured or not, shall be invited to participate in an exit interview to be held within thirty (30) days of the employee's tender of resignation.

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 teaching staff member who terminates his or her position without having given sixty days notice to the Board and without the express permission of the Board. The certificate of any such member may be suspended.

N.J.S.A. 18A:26-10; 18A:28-8

N.J.A.C. 6:11-3.8

First Reading: November 17, 2003

Second Reading: January 5, 2004

Adopted: January 5, 2004

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

TEACHING STAFF MEMBERS
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Nonrenewal of a Nontenured
Teaching Staff Member

3142 NONRENEWAL OF A NONTENURED TEACHING STAFF MEMBER

The Board of Education recognizes its obligation to employ only those staff members best trained, equipped, and most able to meet the educational needs of the students of this district. The Board shall discharge that obligation by retaining in service only those nontenured 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 shall not withhold its approval for arbitrary and capricious reasons. A nontenured teaching staff member who is not recommended for renewal by the Superintendent is deemed nonrenewed.

When the nontenured teaching staff member's performance does not meet the standards of the district, the Superintendent shall recommend not to renew the teaching staff member's contract. Prior to notifying the nontenured teaching staff member of the nonrenewal, the Superintendent will notify the Board of the recommendation not to renew the nontenured teaching staff member's contract and the reasons for the recommendation.

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

Whenever the nontenured teaching staff member has requested in writing and received a written statement of reasons for non-reemployment, the nontenured teaching staff member shall 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 calendar days of the nontenured teaching staff member's receipt of the statement of reasons. The informal appearance before the Board shall 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 nontenured 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 nontenured teaching staff member reemployment after the informal appearance before the Board. The nontenured teaching staff member will be notified of the Board's final determination within three days following the informal appearance before the Board.

N.J.S.A. 18A:27-3.1; 18A:27-3.2; 18A:27-4.1; 18A:27-10 et seq.
N.J.A.C. 6A:10-8.1

Cross References: 4140, 4146

Previously Adopted: April 2, 2001

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Recent Adoption: January 27, 2014

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Dismissal

3143 DISMISSAL

The Board of Education will enter a contract with each nontenured teaching staff member providing, in part, for the termination of employment by either party on proper notice in accordance with Board Policy No. 3124.

When the Board terminates a nontenured teaching staff member, notice will be duly given in writing and will state the reason(s) therefor.

However, the Board reserves the right to summarily dismiss a nontenured employee without notice when good cause warrants.

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

N.J.S.A. 18A:6-30; 18A:6-30.1; 18A:27-9

Cross References: 3124, 4140

First Reading: March 12, 2001

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THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

TEACHING STAFF MEMBERS
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Certification of Tenure Charges

3144 CERTIFICATION OF TENURE CHARGES

Tenure charges may be instituted against a tenured 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 teacher, Principal, Assistant Principal, or Vice 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) shall 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, Assistant Principals, and Vice 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) shall be observed.

Filing and service of petition of appeal as outlined in N.J.A.C. 6A:3-1.3, shall 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 shall 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 shall 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 shall 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 shall not be filed to impose minor discipline on a person serving under tenure.

The Board of Education or the State District Superintendent shall 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 shall 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 shall file, within fifteen days, written charges with the Commissioner. The charge(s) shall be stated with specificity as to the action or behavior underlying the charges or the nature of the alleged inefficiency and shall 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 shall 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 shall contain a certification by the Board Secretary or the 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 members 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 shall 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 shall 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 mooted of tenure charges shall be in accordance with the provisions of N.J.A.C. 6A:3-5.6.

Certification of tenure charges for Charter School employees shall be governed by N.J.A.C. 6A:11-6.1 et seq.

N.J.S.A. 18A:6-8.3; 18A:6-10; 18A:6-11; 18A:6-13; 18A:6-14; 18A:6-16;
18A:25-6; 18A:25-7

N.J.A.C. 6A:3-5.1; 6A:3-5.2; 6A:3-5.3; 6A:3-5.5; 6A:3-5.6; 6A:9-17.4; 6A:9-17.5

Previously Adopted: April 2, 2001

First Reading: December 16, 2013

Second Reading: January 27, 2014

Recent Adoption: January 27, 2014

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

TEACHING STAFF MEMBERS

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Certification of Tenure Charges - Inefficiency

3144.12 CERTIFICATION OF TENURE CHARGES - INEFFICIENCY

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, Assistant Principal, and Vice Principal, the Superintendent shall 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, Assistant Principal, or Vice 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 shall 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 shall promptly file a charge of inefficiency.

If a Supervisor or Director 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 may 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 may promptly file a charge of inefficiency.

Within thirty days of the filing, the Board of Education shall 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 shall examine the charge. The individual against whom the charges are filed shall have ten days to submit a written response to the charges to the Commissioner of Education. The Commissioner of Education shall, within five 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.

N.J.S.A. 18A:6-11; 18A:6-17.3

First Reading: September 16, 2013
Second Reading: October 21, 2013
Adopted: October 21, 2013

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

TEACHING STAFF MEMBERS

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Suspension Upon Certification of Tenure Charge

3144.3 SUSPENSION UPON CERTIFICATION OF TENURE CHARGE

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 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 shall 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 shall 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 shall continue until the determination of the appeal. However, the Board of Education shall deduct from said full pay or salary any sums received by such employee or officers 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 or officer shall be reinstated immediately with full pay from the date of such suspension.

N.J.S.A. 18A:6-14

First Reading:	September 16, 2013
Second Reading	October 21, 2013
Adopted:	October 21, 2013

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

TEACHING STAFF MEMBERS
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Conduct of Reduction in Force

3146 CONDUCT OF REDUCTION IN FORCE

In the event that it is necessary for the South Orange and Maplewood Board of Education to reduce the force of the South Orange and Maplewood Public Schools due to depressed economic conditions, decreased enrollment, insufficient funding, or causes other than the evaluation of the work performances of employees, it will be the policy of the South Orange and Maplewood School District to accommodate such reduction through the normal attrition of staff. Should it not be possible to accomplish the necessary reduction in force through attrition, the Board of Education will reduce tenured and non-tenured personnel according to provisions of the New Jersey State Statutes and the rules and regulations of the New Jersey State Board of Education.

Further, the Superintendent of Schools is directed to formulate administrative rules and regulations to conform to this policy. Such rules and regulations shall be made available to all school district employees.

N.J.S.A. 18A:28-1; 18A:28-9 et seq.
N.J.A.C. 6:3-5.1

Cross References: 4145, 4146

First Reading: March 12, 2001
Second Reading: March 19, 2001
Adopted: April 2, 2001

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

SUPPORT STAFF MEMBERS

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Reduction in Force

R 3146 - REDUCTION IN FORCE

When a reduction in force is required, due to depressed economic conditions, decreased enrollment, insufficient funding, or causes other than the evaluation of the work performance of employees, where possible, a reduction of staff will be accomplished through normal attrition; i.e., retirement or resignation. However, in addition, unpaid leaves of absence will be restricted to up to one (1) year.

The uncertainty of conditions that resulted in the need for a reduction in force make unpaid leaves of absence of more than one (1) year inappropriate and possibly detrimental to the staffing needs of the district.

N.J.S.A. 18A: 28-1; 18A: 28-9 et seq.

N.J.A.C. 6:3-5.1

Cross Reference: R 4145

Issued: November 3, 2003

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

TEACHING STAFF MEMBERS
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Discipline

3150 DISCIPLINE

The Board of Education directs the Superintendent to ensure that all teaching staff members to comply with the common law, statutes of the United States, 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 that law and those statutes, rules, policies and regulations will be subject to discipline.

The Superintendent shall deal with each disciplinary matter 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 process delineated in the collective bargaining agreement will be implemented as negotiated.

N.J.S.A. 18A:25-7; 18A:27-4
N.J.S.A. 34:13A-1 et seq.; 34:19-1

Cross Reference: 4150

First Reading: March 12, 2001
Second Reading: March 19, 2001
Adopted: April 2, 2001

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

TEACHING STAFF MEMBERS
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Withholding an Increment

3152 WITHHOLDING AN INCREMENT

Advancements on the salary guide, including annual employment and adjustment increments, are not automatically granted and must be earned by satisfactory performance. Advancements require favorable evaluations of the employee's performance of assigned duties, a satisfactory attendance record, and adherence to laws, the rules, policies and regulations of this district and high standards of professional conduct.

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 (10) 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 and encourage 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 or she would have achieved had the increment or increments not been withheld. The Superintendent or designee must also show to the satisfaction of the Board that the standards by which an employee has been evaluated are neither exceptional nor unusual and are expected of all employees in a similar classification.

N.J.S.A. 18A:25-7; 18A:29-14
N.J.A.C. 6:24-4.1

Cross Reference: 4152

First Reading: March 12, 2001
Second Reading: March 19, 2001
Adopted: April 2, 2001

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

TEACHING STAFF MEMBERS
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Teaching Staff Member/School District
Reporting Responsibilities

3159 TEACHING STAFF MEMBER/SCHOOL DISTRICT
REPORTING RESPONSIBILITIES

All certificate holders shall report their arrest or indictment for any crime or offense to the Superintendent of Schools within fourteen calendar days in accordance with the provisions of N.J.A.C. 6A:9-17.1. For purposes of this policy, "certificate holders" shall 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" shall include all standard, emergency and provisional certificates, all credentials, and all CEAs and CEASs issued by the State Board of Examiners.

The report submitted to the Superintendent shall include the date of arrest or indictment and charge(s) lodged against the certificate holder. Such certificate holders shall 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:9-17.5. The school district shall make these reporting requirements known to all new employees upon initial employment and to all employees on an annual basis.

The Superintendent of Schools shall 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. Nontenured 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 pursuant to N.J.A.C. 6A:9-4.1(b) that is mandated in order for the holder to serve in a position;
4. The Superintendent of Schools 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 Division of Youth and Family Services (DYFS) 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 shall be the responsibility of the school district to cooperate with the Board of Examiners in any proceeding arising from the order to show cause.

TEACHING STAFF MEMBERS
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Teaching Staff Member/School District
Reporting Responsibilities

The Superintendent of Schools shall 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 nontenured, 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 shall not apply in instances where the employee's contract is not renewed. The Superintendent of Schools will comply with the additional notice requirements to the New Jersey State Board of Examiners in the event it is subsequently determined by a 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 of Schools 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 shall receive a simultaneous copy of the notifying correspondence.

N.J.S.A. 18A:16-1.3
N.J.A.C. 6A:9-17.1; 6A:9-17.4

First Reading: September 21, 2009
Second Reading: October 19, 2009
Adopted: October 19, 2009

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

TEACHING STAFF MEMBERS

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Physical Examination-M

3160 PHYSICAL EXAMINATION

The Board of Education requires each newly employed teaching staff member undergo a physical examination. The physical examination shall 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 shall also include a health screening to include height and weight; blood pressure; pulse and respiratory rate; vision screening; hearing screening; and Mantoux test for tuberculosis.

The Board of Education may include testing for controlled dangerous substances, as defined in N.J.S.A. 2C:35-2, as part of any physical examination required of a candidate who has received a conditional offer of employment. Such testing shall be conducted in accordance with guidelines developed by the Department of Education in consultation with the Department of Health. Any testing shall be conducted by a physician or institution designated by the Board of Education. Costs shall be paid by the Board of Education.

A teaching staff member may provide health status information, including medications, which may be of value to medical personnel in the event of an emergency requiring treatment. School employee physicals, examinations and/or annual medical updates do not require screening or disclosure of HIV status. The staff member may also choose to share with the Principal and, if desired, with the certified school nurse, information regarding current health status to assure ready access in a medical emergency.

Physical examinations required by this policy shall be limited to those assessments or information necessary to determine the individual's physical and mental fitness to perform with reasonable accommodation in the position he/she seeks or currently holds and to detect any health risks to pupils or other employees. The pre-employment physical examination shall not be used to determine a candidate's disabilities. Such examination shall be used only to determine whether the applicant is able to perform, with or without reasonable accommodation, job functions pursuant to the Americans with Disabilities Act.

If the result of any such examination indicates mental abnormality or communicable disease, the employee shall be ineligible for further service until proof of recover, satisfactory to the Board of Education, is furnished. Employees under contract or tenured may be granted sick leave with compensation as provided by law and shall, upon satisfactory recovery, be permitted to complete the term of his/her contract, if under contract, or be reemployed with the same tenure, unless the absence exceeds a period of two years.

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

TEACHING STAFF MEMBERS
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Physical Examination-M

All records and reports relating to any such examination shall be the property of the Board of Education, and shall be filed with its medical inspector as confidential information but shall be open for inspection by officers of the New Jersey Department of Health and the local board of health. All staff members' medical and health records, including computerized records, will be secured and maintained separately from other personnel files. The information contained in medical records will be kept confidential. Except as set forth herein, only the staff member, the Superintendent, and the school medical inspector shall have access to medical information regarding an individual employee, except as follows: (1) records of an employee having HIV infection or AIDS may be disclosed only as authorized by the employee; and (2) the section of the medical record that contains the health history may be shared with the staff member's Building Principal and the school nurse with the consent of the staff member.

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. 6:3-4A.4. Additional examinations and/or certifications may be required to verify fitness in accordance with Policy 3161 or disability in accordance with Policy 3425.

Americans with Disabilities Act, 42 U.S.C.A. 12101 et seq.
N.J.S.A. 18A:16-2 et seq; 18A:16-2 through 16.5
N.J.A.C. 2C:35-2; 6:3-4A.1 et seq.

Cross References: 4160, 3161, 3425

First Reading: September 8, 2003
Second Reading: November 3, 2003
Adopted: November 3, 2003

R 3160 PHYSICAL EXAMINATION

A. Definitions

1. "Assurance statement" means a written document signed by the subject employee certifying that the information contained in the document is true to the best of the employee's knowledge and belief.
2. "Employee" means the holder of any full-time or part-time position of employment.
3. "Health history" means a written record of a person's past health events and history, completed by the person or the person's physician.
4. "Health screening" means a testing, by various appropriate diagnostic tools, to determine the presence or precursors of disease or debilitating condition.
5. "Medical evaluation" means the examination of a person's body by a physician licensed to practice medicine. Medical evaluation includes a record of immunizations.
6. "Medication" means a drug or other agent prescribed by a physician.
7. "Physical examination" means the assessment of a person's health by health history, health screening, and medical evaluation.
8. "Psychiatric examination" means an examination conducted for the purpose of diagnosing mental disorders by a person licensed to conduct psychological or psychiatric examinations.
9. "Psychological assessment" means the evaluation of a person's mental health by a person licensed to conduct psychological examinations.

B. Employees' Initial Physical Examination

Each candidate for employment who has received a conditional offer of employment to be a staff member shall be required to undergo a physical examination that consists of a health history, health screenings, and medical evaluation.

1. A health history shall be completed by the employee or by his or her physician and shall include the employee's:
 - a. Past serious illnesses and injuries,
 - b. Current health problems,
 - c. Allergies, and
 - d. Record of immunizations.

2. The employee shall submit to health screenings which consist of the measurement of his or her:
 - a. Height and weight,
 - b. Blood pressure,
 - c. Pulse and respiration rate,
 - d. Vision, and
 - e. Hearing ability.
3. Health screening shall also include the conduct of a Mantoux test for the presence of tuberculosis infection.
 - a. A newly employed member will be exempt from the Mantoux test if he or she presents satisfactory documentation of a test
 - (1) Administered in a New Jersey school district from which the member has transferred, or
 - (2) Administered in any place within the six months previous to the member's initial employment in this district.
 - b. Procedures for the administration of the Mantoux test, interpretation of reactions, follow-up procedures, and reporting shall be conducted in accordance with the guidelines issued by the State Department of Health and titled School Tuberculin Testing in New Jersey.
 - c. If the results of the Mantoux test so indicate, the employee shall be referred for a chest X-ray and medical evaluation to determine the presence of tuberculosis at the employee's expense. The employee shall submit the report of the X-ray and evaluation to the school medical inspector. If the school medical inspector does not receive the report within four weeks of the referral or is unwilling to accept the findings of the report, he or she may direct the employee to submit to a chest X-ray examination at Board expense, the results of which will be reported directly to the school medical inspector.
 - d. An employee who presents a physician's documentation, acceptable to the school medical inspector, showing significant tuberculin reaction and a subsequent negative chest X-ray will be exempt from the Mantoux test.
4. The medical evaluation shall consist of the examination of the employee's body to the extent necessary to determine the employee's fitness to function in the position he or she holds and to detect any health risks to pupils and other employees. The employee's medical evaluation shall include, but not be limited to, a record of immunizations. Guidance regarding immunizations for adults may be found in "Adult Immunization: Recommendations of the Immunization Practices Advisory Committee (ACIP)", available from the Immunization Program, Centers for Disease Control, Public Health, U. S. Department of Health and Human Services, Atlanta GA 30333.

C. Health Records

1. All employee medical records, including computerized records, shall be secured, and shall be stored and maintained separate from other personnel files.
2. Only the employee, the Superintendent, and the school medical inspector shall have access to the medical information in that individual's file.
3. The portion of the employee's medical record containing a health history may be shared with the Principal and the school nurse with the consent of the employee.

D. Employees' Physical Examination and Medical Updates

1. School employee physical, examinations and/or annual medical updates shall not require disclosure of HIV status.
2. Candidates for teaching staff member positions, who have received a conditional offer of employment must complete testing, conducted at the Board's expense, for the usage of controlled dangerous substances as they are defined in N.J.S.A. 2C:35-2.
 - a. Candidates will be allowed privacy during specimen collection. Control and accountability of specimens will be maintained with a chain of custody in accordance with accepted practices and as recommended by the approved laboratory. The laboratory will be selected by the Board and approved by the New Jersey Department of Health.
 - b. The laboratory will conduct an initial or screening test and a confirmatory test. Refusal of employment will not be based on the results of a screening test alone. An initial test is an immunoassay test to eliminate negative test results from further consideration and to identify the potentially positive specimens for the purpose of further testing and confirmation. A confirmatory test is a second analytical procedure to identify the presence of a specific drug which uses more sophisticated technique to ensure reliability and accuracy.
 - c. A Medical Review Officer, who is a licensed physician employed by the laboratory certified and qualified to complete drug testing will review the final results of positive drug tests, scrutinizing them for possible alternative medical explanations. The Medical Review Officer will review the candidate's medical history and will conduct a medical interview to determine the other relevant factors contributing to the results of the test. The Medical Review Officer will communicate the results of a positive drug test to the applicant and to the Superintendent.
 - d. The American with Disabilities Act (ADA) prohibits employment discrimination against qualified individuals with disabilities. Persons who use drugs illegally (the use of controlled dangerous substances (CDS) and the illegal use of prescription drugs) are not protected by the ADA.

- e. After a conditional offer of employment, the school district may ask questions concerning present drug or alcohol use; however, information obtained may not be used to exclude an individual with a disability, based on the disability, unless it can be shown that the reason for exclusion meets the following three tests:
 - (1) It must be job-related and cannot be met with reasonable accommodation;
 - (2) It must be consistent with the demonstrated necessity of conducting business; and
 - (3) It must be related to legitimate job criteria.
- f. The school district may refuse to hire an applicant based upon a test result that indicates the illegal use of drugs. This action may be taken even if the applicant claims he/she recently stopped illegally using drugs.
- g. The school district would incur liability under ADA if a person is excluded from a job if the school district erroneously regarded the candidate to be an addict currently using drugs illegally when the drug test showed the presence of a lawfully prescribed drug. The Superintendent will confer with the Medical Review Officer regarding all positive tests to prevent any ADA liability.
- h. All records regarding pre-employment physicals and drug tests will be maintained in separate medical files and treated as confidential medical records. These records will be:
 - (1) Kept separate from a candidate's personnel file;
 - (2) Kept in a locked cabinet in a central school district location; and
 - (3) Accessible only to the Superintendent and/or designee.
- 3. The records of a candidate's physical examination will be submitted to the school medical inspector, who will determine the candidate's physical and mental fitness to function with reasonable accommodation in the position for which he or she has made application. That determination will be made a part of the candidate's application.
- 4. A candidate's medical records will be maintained separately from his or her application and will be kept confidential.
 - a. If and when the candidate is employed by this district, the records will be kept in the person's medical file.
 - b. If the candidate is not employed by this district within ninety days, the records will be destroyed.

First Reading: January 28, 2002
Second Reading: February 4, 2002
Adoption: February 4, 2002

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

TEACHING STAFF MEMBERS
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Physical Examination for Cause

3161 PHYSICAL 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 condition so departs from normal health as to adversely affect the performance of the member's duties. 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 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 ten 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 illness or communicable disease, as defined in Policy 8451, which render the teaching staff member unable to perform the essential functions of his/her position with or without reasonable accommodations, 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 nontenured teaching staff member or a period of two years in the case of a tenured teaching staff member. Records of the examination are the property of the Board and shall be filed with its medical inspector as confidential information but shall be open for inspection by officers of the State Department of Health and the local board of health.

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

TEACHING STAFF MEMBERS
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Examination for Cause

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.

42 U.S.C.A. 12101

N.J.S.A. 18A:6-10; 18A:16-2 et seq.;
18A:16-4; 18A: 16-5; 18A:25-7; 18A:28-5;
18A:30-1 et seq.

N.J.A.C. 6:29-7.4 (f)

N.J.A.C. 8:57-1.16

Cross References: 3160, 4160, 4161, 8451, 8453

First Reading: March 12, 2001

Second Reading: March 19, 2001

Adopted: April 2, 2001

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

TEACHING STAFF MEMBERS
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Code of Ethics

3211 CODE OF ETHICS

The Board of Education endorses the code of ethics for professional educators published by the National Education Association (NEA):

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 are 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 that the magnitude of the responsibility inherent in the teaching process, as well as the desire for the respect and confidence of one's colleagues, of students, of parents or legal guardians, 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 Student

The educator strives to help each student realize his or 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 student, the educator

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall not intentionally expose the student to embarrassment or disparagement.

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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 student from participation in any program;
 - b. Deny benefits to any student;
 - c. Grant any advantage to any student.
7. Shall not use professional relationships with students for private advantage.
8. Shall not disclose information about students 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.

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Code of Ethics

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.
8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or actions.

Cross References: 4214, 0142

First Reading: March 12, 2001

Second Reading: March 19, 2001

Adopted: April 2, 2001

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TEACHING STAFF MEMBERS
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Consulting Outside the District

3211.3 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 may support 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 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. The teaching staff member must normally complete any paid consulting activities on his/her own time which would include personal days, vacation days, evenings, weekends, and/or school holidays.

The teaching staff member must comply with the New Jersey School Ethics Act N.J.S.A. 18A:12-21 et seq. and, if required, must comply with financial disclosure requirements of N.J.S.A. 18A:12-24 and 12-25.

N.J.S.A. 18A:12-21 et seq.

Cross References: 3211, 4211.3

First Reading: March 12, 2001

Second Reading: March 19, 2001

Adopted: April 2, 2001

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

TEACHING STAFF MEMBERS

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Attendance

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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. Because absenteeism exacts a high cost in the depletion of district resources and in the disruption of the educational program, the Board of Education is vitally interested in the attendance of each employee and considers conscientious attendance an important criterion of satisfactory job performance.

The privilege of district employment imposes on each teaching staff member the responsibility to be on the job on time every scheduled working day. This responsibility requires that the employee maintain good health standards, take intelligent precautions against accidents, both on and off the job, and manage his or her personal affairs to avoid conflict with district responsibilities.

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 without good cause may be subject to discipline, which may include the withholding of one or both salary increments and/or certification of tenure charges.

No teaching staff member will be discouraged from the prudent, necessary use of sick leave and any other leave provided for in the contract negotiated with the member's majority representative or provided in the policies of the Board.

The Superintendent is directed to ascertain the rate of absence among the professional staff, in accordance with rules of the State Board of Education. Whenever the rate of absence in any school year is higher than three and one-half percent, the Superintendent shall develop and present to the Board a plan for the review and improvement of staff attendance.

N.J.S.A. 18A:27-4; 18A:28-5; 18A:30-6

First Reading:	March 12, 2001
Second Reading:	March 19, 2001
Adopted:	April 2, 2001

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

TEACHING STAFF MEMBERS
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Conflict of Interest

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 shall act in his/her official capacity to contract with any individual organization or entity to which his/her immediate family has any financial or other business relationship without prior approval of the Superintendent or his/her designee.

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.

It is understood that no school employee is to accept any commission or gift from individuals or companies seeking to sell equipment or materials required in the operation of our public schools. The operation of the schools includes the purchase of materials for the construction, repair and maintenance of the school plant, for the conducting of student classes, for materials and supplies used in school organizations, such as clubs, senior class, and for comparable items.

No staff member shall communicate or distribute, or permit another person to communicate or distribute, to any school any commercial notice, except for designated bulletin board displays.

The staff member shall not permit the subscription or collection of money on school premises, or allow any article to be exhibited thereon for the purpose of sale or otherwise, or permit any person to enter the school for the purpose of commercially photographing pupils with the exception of school photographs, securing the names of pupils, or transacting any private business.

No employee of this district may lend his or her support as an employee of this district to commercial or other organizations seeking to promote or generate interest in a product or service. Endorsement of a product or service by an employee is not permitted when the connection between the district and the employee is made part of such endorsement.

The Board of Education discourages the presentation of gifts to teaching staff members by pupils and their parents or legal guardians, because it may embarrass pupils with limited means and give the appearance of currying favor. The Board shall consider the writing of letters to staff members, expressing gratitude or appreciation, as always welcome.

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TEACHING STAFF MEMBERS
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Conflict of Interest

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

Teaching staff members may receive gifts of only nominal value from pupils or their parents or legal guardians.

The Superintendent may approve an act or gift of appreciation to an individual teaching staff member when special circumstances warrant.

Unless permitted by federal and State law concerning disclosure of pupil records, no staff member shall use any information obtained in the course of employment, including names, addresses, and telephone numbers of students, for any purpose outside of their official duties, including but not limited to, communicating or in any way contacting students or their parents/guardians to support any job actions.

N.J.S.A. 18A:6-8; 18A:11-1

Cross Reference: 4214

First Reading: March 12, 2001

Second Reading: March 19, 2001

Adopted: April 2, 2001

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

TEACHING STAFF MEMBERS

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Dress and Grooming

3216 DRESS AND GROOMING

The Board of Education believes that the appearance and dress of teaching staff members contributes to the educational environment 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 is reflected in their dress and appearance. Accordingly, in order 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. The clothing and appearance of all teaching staff members shall be clean, neat and professional;
2. 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;
3. A teaching staff member may request a waiver of this dress code for the performance of particular duties; such waivers may be granted by the Superintendent or his/her designee;
4. 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.

N.J.S.A. 18A:27-4

Cross Reference: 4216

First Reading: March 12, 2001

Second Reading: March 19, 2001

Adopted: April 2, 2001

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

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Substance Abuse
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3218 SUBSTANCE ABUSE

The Standard of Conduct

The Board clearly prohibits the unlawful possession, use or distribution of "substances," as defined in N.J.S.A. 18A: 40A-9 (e.g. controlled dangerous substances, alcoholic beverages, anabolic steroids) on school premises or as part of any of its activities by any employee of the district, as well as reporting to the workplace under the influence of any such substances. Compliance with this standard of behavior is mandatory.

For purposes of this policy, "substance" shall mean:

1. All controlled dangerous substances as defined and prohibited in New Jersey Statutes and Codes;
2. All chemicals which release toxic vapors as defined and prohibited in New Jersey Statutes and Codes;
3. All alcoholic beverages; and
4. Anabolic steroids.

The District shall make every effort to educate its employees regarding the misuse of illegal substances, alcohol, drugs, and anabolic steroids. Further, the District shall assist and provide guidance to an employee who is having a problem concerning the abuse of these substances on how to receive additional help and counseling if the employee requests such information prior to any incident.

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TEACHING STAFF MEMBERS
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Substance Abuse

The District shall review its substance abuse program on a biennial basis to determine its effectiveness and implement changes as required and to insure that disciplinary sanctions are consistently enforced.

Any information gathered through a school investigation, counseling session, request by an employee for help, etc., shall comply with the confidentiality requirements established in Federal regulations found in 42 CFR Part II. Employees shall be subject to procedures and sanctions defined in Regulation No. 3218. All employees shall be provided with a copy of this policy and the accompanying regulations.

N.J.S.A. 2C:33-15 et seq.
N.J.S.A. 24:21-2 et seq.
42 C.F.R. II
34 CFR 85.600 et seq.
20 U.S.C.A. 1145g, 3224a
41 U.S.C.A. 701, et seq.
42 U.S.C.A. 12101, et. seq.
29 U.S.C.A. 2601, et. seq.

Cross Reference: 4218

First Reading: March 12, 2001
Second Reading: March 19, 2001
Adopted: April 2, 2001

3221 EVALUATION OF TEACHERS

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 Policy and Regulation 3221 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 provides the provisions and requirements for teacher evaluations consistent with TEACHNJ and AchieveNJ.

For the purposes of Policy and Regulation 3221, "teacher" means a teaching staff member holding the position of teacher and holding a valid and effective standard, provisional, or emergency instructional certificate.

The rules in N.J.A.C. 6A:10 – Educator Effectiveness shall 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, shall 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 shall topics subject to bargaining involve matters of educational policy or managerial prerogatives. All information contained in written 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. shall be confidential and shall not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

The Board shall annually adopt evaluation rubrics for teachers which shall be submitted to the Commissioner by June 1 for approval by August 1 of each year. The evaluation rubrics shall have four defined annual ratings: ineffective, partially effective, effective, and highly effective. The Board shall meet the requirements as outlined in N.J.A.C. 6A:10-2.2(a) for the annual evaluation of teachers and shall 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 shall 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 shall 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 shall be developed in accordance with the provisions of N.J.A.C. 6A:10-2.5. A School Improvement Panel shall be established in accordance with N.J.A.C. 6A:10-3.1 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 shall apply to teachers. Measures of student achievement, as outlined in N.J.A.C. 6A:10-4.2, shall be used to determine impact on student learning. Teacher observations shall be conducted in accordance with the provisions of N.J.A.C. 6A:10-4.4. Observers shall 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 shall be trained pursuant to N.J.A.C. 6A:10-2.2(b).

The teacher practice instrument approved by the Department of Education shall meet the criteria as outlined in N.J.A.C. 6A:10-6.2.

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

N.J.S.A. 18A:6-117 et seq.
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

Cross Reference: 4220

Previously Adopted: April 2, 2001

First Reading: December 16, 2013

Second Reading: January 27, 2014

Recent Adoption: January 27, 2014

R 3221 EVALUATION OF NONTENURED TEACHING STAFF MEMBERS

The observation and evaluation of nontenured teaching staff members will be conducted by members of the administrative and supervisory staff who hold appropriate certification for the supervision of instruction and have been appointed by the Board of Education to observe and evaluate teaching staff members. Evaluation will be conducted in accordance with the following procedures.

A. Evaluation Criteria

1. Evaluation criteria for each position will derive from the job description for the position and will relate directly to each of the tasks described. Wherever possible each set of evaluation criteria will be:
 - a. Briefly stated and focused on major criteria of the position,
 - b. Based on observable information rather than on factors requiring subjective judgment, and
 - c. Written in the same format and in a direct, simple style.
2. Maintenance of job evaluation criteria will be the responsibility of the Department Supervisors. Evaluation criteria will be reviewed annually and
 - a. Whenever the corresponding job description is revised,
 - b. On the request of a single job holder, or
 - c. On the request of a majority of persons holding a particular job.
3. Each nontenured teaching staff member will be sent a copy of the current evaluation criteria for his/her position by his/her supervisor. Any revisions thereto shall be provided to each holder of that job within seven (7) working days of its adoption. Suggested revisions to evaluation criteria by job holders shall be referred initially to the job holder's immediate supervisor for review.

B. Collection of Evaluation Data

Data will be gathered any one or more of the following evaluation methods:

1. Direct observation of the teaching staff member in the course of performing an assigned duty;
2. Review of a product from the teaching staff member that results from the performance of his/her assigned duties;
3. Interviews of the teaching staff member regarding his/her knowledge of assigned duties;
4. Paper and pencil instruments (such as competency tests, pupil surveys, and the like);
5. Audio-visual monitoring of the teaching staff member in the performance of his/her assigned duties; and
6. Reference to previous performance reports.

C. Observations

1. Nontenured teaching staff members will be evaluated no fewer than three times in every school year and at least once during each semester. A nontenured teaching staff member employed fewer than sixty days in the school year may be observed and evaluated only once during the school year, and a nontenured teaching staff employed fewer than one hundred twenty days in the school year may be observed and evaluated only twice during the school year.
2. Classroom instructors will be observed in the performance of their duties by a visitation to the assigned work station. The visit will not be less than one class period (secondary level) or for the duration of one complete subject lesson (elementary level). There shall be no fewer than three such observations annually and at least one in each semester.
3. In the case of the nontenured teaching staff member who is not regularly assigned to classroom instruction, the evaluator shall confer with the employee at the beginning of each three month period, the first of such periods commencing at the beginning of the school year. They shall together determine the job performance that will be observed. The period of the observation will be appropriate to the performance to be observed and will be conducted in as few separate sessions as possible. The evaluator shall record each separate instance of observation and the activity observed.

4. Wherever possible, multiple observations that focus on different areas of responsibility are desirable. Multiple observations should be spread over time to allow time for improvement.
5. Each observation will be recorded on a separate form and a copy sent to the nontenured teaching staff member within twenty-four (24) hours prior to the observation conference.

D. Evaluations

1. A written evaluation of each nontenured teaching staff member in the performance of his/her duties will be prepared within fifteen calendar days of each observation or before the end of each three-month period during which a nontenured teaching staff member not regularly assigned to classroom instruction has been evaluated.
2. In addition to the evaluation following each observation or period of observation, the evaluator shall prepare a written evaluation of each nontenured teaching staff member's total performance as an employee of the school district. This evaluation will be submitted to the building principal sufficiently in advance of the conference to enable the building principal or the Superintendent to amend it. It will be appended to the evaluation based on performance observation and will be presented to the employee at the conference.

E. Post Observation Conferences

1. No later than fifteen calendar days after the observation of each classroom instructor and no later than the end of each three-month period of observation of non-classroom instructors, the teaching staff member and the evaluating supervisor shall hold a conference to discuss the evaluation reports prepared in accordance with ¶D1 and ¶D2 above.
2. The post observation conference will be conducted for the purpose of confirming the accuracy of the material collected, providing a forum for feedback, and providing assistance to the teaching staff member whenever the need for such aid is indicated. In addition, the evaluator must point up the effects of the observation (if any) on the teaching staff member's annual evaluation. Sufficient time should be scheduled for a full discussion of the issues involved.
3. Two copies of the written evaluation will be prepared and both the supervisor and the nontenured teaching staff member shall sign each copy and retain one copy.

4. If the nontenured teaching staff member so wishes, he/she may prepare a written disclaimer to the evaluation. Any disclaimer will be appended to the evaluation, provided it is received not more than ten calendar days after the conference.
5. Each observation report will be filed in the teaching staff member's personnel file. A copy will be provided to the teaching staff member within twenty-four (24) hours of the conference.

F. Annual Performance Conference And Report

1. An annual performance conference will be held with each nontenured teaching staff member by the administrator or supervisor who prepared the annual performance report (whenever possible) before the staff member's annual performance report is filed.
2. The annual performance conference will include a review of the:
 - a. Staff member's performance based upon his/her job description,
 - b. Staff member's progress toward the objectives of his/her Individual Performance Improvement Plan developed at the previous annual conference (if applicable), and
 - c. Available indicators of pupil progress and growth toward their program objectives.
3. The purpose of the annual performance conference is to provide for a total review of the year's work, to identify strategies for improvement where necessary, and to recognize achievement and good practice. Adequate time should be allotted for the conference in order to cover the required topics of discussion and to permit a full exploration of the possible solutions to any problems identified.
4. The annual performance report will be signed by the evaluator at the time of the conference and by the nontenured teaching staff member within five working days of the conference. The signature of the staff member will not necessarily be construed to indicate assent with the report.
5. The teaching staff member shall have up to ten working days following the conference to add material to the report not included by the evaluator.
6. Each annual performance report shall be filed in the teaching staff member's personnel file. A copy will be provided to the staff member within three (3) working days of the conference.

G. Review of Pupil Progress and Growth

1. A review will be conducted, at least annually, of pupil progress and growth in each class, for the purpose of determining whether or not changes in the performance of the teacher or in the program would lead to improved results by the pupils during the subsequent school year.
2. The review of pupil progress and growth will be made by a supervisor who is familiar with the pupils involved and the school context against indicators previously determined by the teacher and agreed upon by his/her immediate supervisor.
3. A summary of the pupil progress and growth data and its implications will be placed in the teacher's annual performance report. The pupil progress and growth report will be one measure of the teacher's annual performance evaluation.
4. If the review of the pupil data reveals that pupils have not made the progress expected, the supervisor and staff member shall jointly determine what changes should be made to improve pupil performance. Any such changes are subject to approval of the Principal before being implemented.

H. Individual Performance Improvement Plan

1. An Individual Performance Improvement Plan will be prepared annually for each nontenured teaching staff member to correct deficiencies and to continue professional growth. The plan will derive from the applicable evaluation criteria and focus on the most important areas of professional growth for each staff member as determined from weaknesses identified in his/her evaluation.
2. The Performance Improvement Plan will be prepared in cooperation with the teaching staff member whenever possible and shall include:
 - a. Areas of required growth,
 - b. Methods of achieving that growth,
 - c. A schedule for implementation of those methods, and
 - d. The responsibility of the teaching staff member and the district for implementing the plan.
3. At the time the Performance Improvement Plan is prepared, a review will also be made of the staff member's efforts to achieve the prior year's plan.

4. Copies of the Individual Performance Improvement Plan will be placed in the teaching staff member's annual performance report and given to the teaching staff member. The degree to which the teaching staff member achieved the requirements of the previous plan will be a measure of the staff member's annual performance evaluation.
5. It is the duty of the teaching staff member to implement the plan as prepared; his/her failure to do so may result in disciplinary action up to and including dismissal.

First Reading:	January 28, 2002
Second Reading:	February 4, 2002
Adoption:	February 4, 2002

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

TEACHING STAFF MEMBERS
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Evaluation of Staff Members,
Excluding Teachers and Administrators
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3222 EVALUATION OF TEACHING STAFF MEMBERS, EXCLUDING TEACHERS AND ADMINISTRATORS

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 Policy and Regulation 3222 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 provides the provisions and requirements for teaching staff member evaluations consistent with TEACHNJ and AchieveNJ.

For the purposes of Policy and Regulation 3222, "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 Policy and Regulation 3222, "teaching staff member" does not include teachers, Principals, Vice 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 shall 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, shall 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 shall topics subject to bargaining involve matters of educational policy or managerial prerogatives. All information contained in written 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. shall be confidential and shall not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

The Board shall annually adopt evaluation rubrics for teaching staff members which shall be submitted to the Commissioner by June 1 for approval by August 1 of each year. The evaluation rubrics shall have four defined annual ratings: ineffective, partially effective, effective, and highly effective. The Board shall meet the requirements as outlined in N.J.A.C. 6A:10-2.2(a) for the annual evaluation of teaching staff members and shall 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 shall 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 shall 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 shall be developed in accordance with the provisions of N.J.A.C. 6A:10-2.5.

Observations and evaluations for nontenured teaching staff members shall be in accordance with the provisions of N.J.S.A. 18A:27-3.1. Evaluations for nontenured teaching staff members shall be completed prior to the May 15 notice requirement date for continued employment. Evaluations for tenured teaching staff members shall be completed prior to June 30.

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

N.J.S.A. 18A:6-117 et seq.; N.J.S.A. 18A:27-3.1
N.J.A.C. 6A:10-1.1 through 1.4; 6A:10-2.1 through 2.5

Previously Adopted: April 2, 2001

First Reading: December 16, 2013

Second Reading: January 27, 2014

Recent Adoption: January 27, 2014

R 3222 EVALUATION OF TENURED TEACHING STAFF MEMBERS

The observation and evaluation of tenured teaching staff members will be conducted by members of the administrative and supervisory staff who hold appropriate certification for the supervision of instruction and have been appointed by the Board of Education to observe and evaluate teaching staff members. Evaluation will be conducted in accordance with the following procedures.

A. Evaluation Criteria

1. Evaluation criteria for each position shall derive from the job description for the position and relate directly to each of the tasks described. Wherever possible each set of evaluation criteria will be:
 - a. Briefly stated and focused on major criteria of the position,
 - b. Based on observable information rather than on factors requiring subjective judgment, and
 - c. Written in the same format and in a direct, simple style.
2. Maintenance of job evaluation criteria shall be the responsibility of the Supervisor. Evaluation criteria will be reviewed annually, and
 - a. Whenever the corresponding job description is revised,
 - b. On the request of a single job holder, or
 - c. On the request of a majority of persons holding a particular job.
3. Each tenured teaching staff member will be sent a copy of the current evaluation criteria for his/her position by the Department Supervisor. Any revisions will be provided to each holder of that job within seven (7) working days of its adoption.

Suggested revisions to evaluation criteria by job holders will be referred initially to the job holder's immediate supervisor for review.

B. Collection of Evaluation Data

Data will be gathered using any one or more of the following evaluation methods:

1. Direct observation of the teaching staff member in the course of performing an assigned duty;
2. Review of a product from the teaching staff member that results from the performance of his/her assigned duties;

3. Interviews of the teaching staff member regarding his/her knowledge of assigned duties;
4. Paper and pencil instruments (such as competency tests, pupil surveys, and the like);
5. Audio visual monitoring of the teaching staff member in the performance of his/her assigned duties; and
6. Reference to previous performance reports.

C. Observations

1. Tenured teaching members will be evaluated at least once during each school year.
2. Classroom instructors will be observed in the performance of their duties by a visitation to the classroom that will not be less than one class period (secondary level) or for the duration of one complete subject lesson (elementary level).
3. In the case of the tenured teaching staff member who is not regularly assigned to classroom instruction, the evaluator will confer with the employee at the beginning of each school year. They shall together determine those general duties in the performance of which the employee will be observed. Actual observation will total not less than one hour's time and will be conducted in as few separate sessions as possible. The evaluator shall record each separate instance of observation and the activity observed.
4. Each observation will be recorded on a separate form and a copy sent to the tenured teaching staff member within twenty-four (24) hours prior to the observation conference.

D. Evaluations

1. A written evaluation of each tenured teaching staff member in the performance of his/her duties will be prepared within fifteen calendar days of each observation.
2. In addition to the evaluation following each observation or period of observation, the evaluator shall prepare a written evaluation of each tenured teaching staff member's total performance as an employee of the school district. This evaluation shall be submitted to the building principal sufficiently in advance of the conference to enable the building principal or the Superintendent to amend it. It will be appended to the evaluation based on performance observation and will be presented to the employee at the conference.

E. Post Observation Conferences

1. No later than fifteen calendar days after the observation of each classroom instructor, the teaching staff member and the evaluating supervisor shall hold a conference to discuss the evaluation reports prepared in accordance with ¶D1 and ¶D2 above.

2. The post observation conference will be conducted for the purpose of confirming the accuracy of the material collected, providing a forum for feedback, and providing assistance to the teaching staff member whenever the need for such aid is indicated. In addition, the evaluator must point up the effects of the observation (if any) on the teaching staff member's annual evaluation. Sufficient time should be scheduled for a full discussion of the issues involved.
 3. Two copies of the written evaluation will be prepared and both the supervisor and the tenured teaching staff member shall sign each copy and retain one copy.
 4. If the tenured teaching staff member so wishes, he/she may prepare a written disclaimer to the evaluation. Any such disclaimer will be appended to the evaluation, provided it is received not more than ten (10) calendar days after the conference.
 5. Each observation report will be filed in the teaching staff member's personnel file. A copy will be provided to the teaching staff member within seven (7) working days of the conference.
- F. Annual Performance Conference and Report
1. An annual performance conference will be held with each tenured teaching staff member by the administrator or supervisor who prepared the annual performance report (whenever possible) before the staff member's annual performance report is filed.
 2. The annual performance conference will include a review of the:
 - a. Staff member's performance based upon his/her job description,
 - b. Staff member's progress toward the objectives of his/her Individual Performance Improvement Plan developed at the previous annual conference, and
 - c. Available indicators of pupil progress and growth toward their program objectives.
 3. The purpose of the annual performance conference is to provide for a total review of the year's work, to identify strategies for improvement where necessary, and to recognize achievement and good practice. Adequate time should be allotted for the conference in order to cover the required topics of discussion and to permit a full exploration of the possible solutions to any problems identified.
 4. The annual performance report shall be signed by the evaluator at the time of the conference and by the tenured teaching staff member within five working days of the conference. The signature of the staff member shall not necessarily be construed to indicate assent with the report.

5. The teaching staff member will be allowed up to ten working days following the conference to add material to the report not included by the evaluator.
6. Each annual performance report will be filed in the teaching staff member's personnel file. A copy will be provided to the staff member within three (3) working days of the conference.

G. Review of Pupil Progress and Growth

1. A review will be made, at least annually, of pupil progress and growth in each class, for the purpose of determining whether or not changes in the performance of the teacher or in the program would lead to improved results by the pupils during the subsequent school year.
2. The review of pupil progress and growth will be made by a supervisor who is familiar with the pupils involved and the school context against indicators previously determined by the teacher and agreed upon by his/her immediate supervisor.
3. A summary of the pupil progress and growth data and its implications are to be placed in the teacher's annual performance report. The pupil progress and growth report will be one measure of the teacher's annual performance evaluation.
4. If the review of the pupil data reveals that pupils have not made the progress expected, the supervisor and staff member shall jointly determine what changes shall be made to improve pupil performance. Any such changes are subject to approval of the Principal before being implemented.

H. Individual Performance Improvement Plan

1. An Individual Performance Improvement Plan will be prepared annually for each tenured teaching staff member to correct deficiencies and to continue professional growth. The plan will derive from the applicable evaluation criteria and focus on the most important areas of professional growth for each staff member as determined from weaknesses identified in his/her evaluation.
2. The Individual Performance Improvement Plan will be prepared in cooperation with the teaching staff member whenever possible and shall include:
 - a. Areas of required growth,
 - b. Methods of achieving that growth,
 - c. A schedule for implementation of those methods, and
 - d. The responsibility of the teaching staff member and district for implementing the plan.
3. At the time of preparation of a Performance Improvement Plan, a review will also be made of the effort by the staff member to achieve the prior year's plan.

4. Copies of the Individual Performance Improvement Plan will be placed in the teaching staff member's annual performance report and given to the teaching staff member. The degree to which the teaching staff member achieved the requirements of the previous plan will be a measure of the staff member's annual performance evaluation.
5. It is the duty of the teaching staff member to implement the plan as prepared; his/her failure to do so may result in disciplinary action up to and including certification of tenure charges.

First Reading: January 28, 2002
Second Reading: February 4, 2002
Adoption: February 4, 2002

3223 EVALUATION OF ADMINISTRATORS, EXCLUDING PRINCIPALS,
VICE PRINCIPALS, AND ASSISTANT PRINCIPALS

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 Policy and Regulation 3223 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 provides the provisions and requirements for administrator evaluations consistent with TEACHNJ and AchieveNJ.

For the purposes of Policy and Regulation 3223, "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 and Regulation 3223 and N.J.A.C. 6A:10-1.1 et seq., "administrator" is not a Principal, Vice Principal, or Assistant Principal.

The rules in N.J.A.C. 6A:10 – Educator Effectiveness shall 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, shall 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 shall topics subject to bargaining involve matters of educational policy or managerial prerogatives. All information contained in written 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. shall be confidential and shall not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

The Board shall annually adopt evaluation rubrics for administrators which shall be submitted to the Commissioner by June 1 for approval by August 1 of each year. The evaluation rubrics shall have four defined annual ratings: ineffective, partially effective, effective, and highly effective. The Board shall meet the requirements as outlined in N.J.A.C. 6A:10-2.2(a) for the annual evaluation of administrators and shall 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 shall be established in accordance with the requirements of N.J.A.C. 6A:10-2.3.

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Evaluation of Administrators, Excluding Principals,
Vice Principals, and Assistant Principals

The minimum requirements for the evaluation procedures for administrators as outlined in N.J.A.C. 6A:10-2.4 shall 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 shall be developed in accordance with the provisions of N.J.A.C. 6A:10-2.5.

Observations and evaluations for nontenured administrators shall be in accordance with the provisions of N.J.S.A. 18A:27-3.1. Evaluations for nontenured administrators shall be completed prior to the May 15 notice requirement date for continued employment. Evaluations for tenured administrators shall be completed prior to June 30.

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

N.J.S.A. 18A:6-117 et seq.; N.J.S.A. 18A:27-3.1
N.J.A.C. 6A:10-1.1 through 1.4; 6A:10-2.1 through 2.5

First Reading: December 16, 2013
Second Reading: January 27, 2014
Adopted: January 27, 2014

R 3223.1 EVALUATION OF NONTENURED ADMINISTRATORS

The observation and evaluation of nontenured administrators will be conducted by appropriate administrative staff members. Evaluation will be conducted in accordance with the following procedures.

A. Evaluation Criteria

1. Evaluation criteria for each administrative position will derive from the job description for the position and will relate directly to each of the tasks described. Wherever possible each set of evaluation criteria will be:
 - a. Briefly stated and focused on major criteria of the position,
 - b. Based on observable information rather than on factors requiring subjective judgment, and
 - c. Written in the same format and in a direct, simple style.
2. Maintenance of administrative job evaluation criteria will be the responsibility of the Superintendent or his/her designee. Evaluation criteria will be reviewed annually, and
 - a. Whenever the corresponding job description is revised, or
 - b. On the request of a single job holder.
3. Each nontenured administrator will be sent a copy of the current evaluation criteria for his/her position annually by supervising administrator or the Superintendent. Any revisions thereto shall be provided to each holder of that job within seven (7) working days of its adoption. Suggested revisions to evaluation criteria by job holders shall be referred initially to the job holder's immediate supervisor for review.

B. Collection of Evaluation Data

Data will be gathered using any one or more of the following evaluation methods:

1. Direct observation of the administrator in the course of performing an assigned duty;
2. Review of a product from the administrator that results from the performance of his/her assigned duties;
3. Interviews of the administrator regarding his/her knowledge of assigned duties;
4. Paper and pencil instruments (such as competency tests, pupil surveys, and the like);
5. Audio-visual monitoring of the administrator in the performance of his/her assigned duties; and
6. Reference to previous performance reports.

C. Observations

1. Nontenured administrators will be evaluated no fewer than three times in every school year and at least once during each semester. A nontenured administrator employed fewer than sixty days in the school year may be observed and evaluated only once during the school year, and a nontenured administrator employed fewer than one hundred twenty days in the school year may be observed and evaluated only twice during the school year.
2. The evaluator shall confer with the administrator at the beginning of each three month period, the first of such periods commencing at the beginning of the school year. They shall together determine the job performance that will be observed. The period of the observation will be appropriate to the performance to be observed and will be conducted in as few separate sessions as possible. The evaluator shall record each separate instance of observation and the activity observed.
3. Wherever possible, multiple observations that focus on different areas of responsibility are desirable. Multiple observations should be spread over time to allow time for improvement.
4. Each observation will be recorded on a separate form and a copy sent to the nontenured administrator within twenty-four (24) hours prior to the observation conference.

D. Evaluations

1. A written evaluation of each nontenured administrator in the performance of his/her duties will be prepared before the end of each three-month period during which a nontenured administrator has been evaluated.
2. In addition to the evaluation following each observation or period of observation, the evaluator shall prepare a written evaluation of each nontenured administrator's total performance as an employee of the school district. This evaluation will be submitted to the nontenured administrator sufficiently in advance of the conference to enable the supervising administrator or the Superintendent to amend it. It will be appended to the evaluation based on performance observation and will be presented to the administrator at the conference.

E. Post Observation Conferences

1. No later than the end of each three-month period of observation, the administrator and the evaluating supervisor shall hold a conference to discuss the evaluation reports prepared in accordance with ¶D1 and ¶D2 above.
2. The post observation conference will be conducted for the purpose of confirming the accuracy of the material collected, providing a forum for feedback, and providing assistance to the administrator whenever the need for such aid is indicated. In addition, the evaluator must point up the effects of the observation (if any) on the administrator's annual evaluation. Sufficient time should be scheduled for a full discussion of the issues involved.

3. Two copies of the written evaluation will be prepared and both the supervisor and the nontenured administrator shall sign each copy and retain one copy.
4. If the nontenured administrator so wishes, he/she may prepare a written disclaimer to the evaluation. Any disclaimer will be appended to the evaluation, provided it is received not more than ten calendar days after the conference.
5. Each observation report will be filed in the administrator's personnel file. A copy will be provided to the administrator within three (3) working days of the conference.

F. Annual Performance Conference and Report

1. An annual performance conference will be held with each nontenured administrator by the evaluator who prepared the annual performance report (whenever possible) before the administrator's annual performance report is filed.
2. The annual performance conference will include a review of the:
 - a. Administrator's performance based upon his/her job description,
 - b. Administrator's progress toward the objectives of his/her Individual Performance Improvement Plan developed at the previous annual conference (if applicable), and
 - c. Available indicators of pupil progress and growth toward their program objectives (if applicable).
3. The purpose of the annual performance conference is to provide for a total review of the year's work, to identify strategies for improvement where necessary, and to recognize achievement and good practice. Adequate time should be allotted for the conference in order to cover the required topics of discussion and to permit a full exploration of the possible solutions to any problems identified.
4. The annual performance report will be signed by the evaluator at the time of the conference and by the nontenured administrator within five working days of the conference. The signature of the administrator will not necessarily be construed to indicate assent with the report.
5. The administrator shall have up to ten working days following the conference to add material to the report not included by the evaluator.
6. Each annual performance report shall be filed in the administrator's personnel file. A copy will be provided to the staff member within three (3) working days of the conference.

G. Review of Pupil Progress and Growth

1. A review will be conducted, at least annually, of pupil progress and growth in each class, for the purpose of determining whether or not changes in the performance of the administrator or in the program would lead to improved results by the pupils during the subsequent school year.
2. The review of pupil progress and growth will be made by an evaluator who is familiar with the pupils involved and the school context against indicators previously determined by the administrator and agreed upon by the Superintendent.
3. A summary of the pupil progress and growth data and its implications will be placed in the administrator's annual performance report. If applicable, the pupil progress and growth report will be one measure of the administrator's annual performance evaluation.
4. If the review of the pupil data reveals that pupils have not made the progress expected, the supervisor and staff member shall jointly determine what changes should be made to improve pupil performance.

H. Individual Performance Improvement Plan

1. An Individual Performance Improvement Plan will be prepared annually for each nontenured administrator to correct deficiencies and to continue professional growth. The plan will derive from the applicable evaluation criteria and focus on the most important areas of professional growth for each administrator as determined from weaknesses identified in his/her evaluation.
2. The Performance Improvement Plan will be prepared in cooperation with the administrator whenever possible and will include:
 - a. Areas of required growth,
 - b. Methods of achieving that growth,
 - c. A schedule for implementation of those methods, and
 - d. The responsibility of the administrator and the district for implementing the plan.
3. At the time the Performance Improvement Plan is prepared, a review will also be made of the administrator's efforts to achieve the prior year's plan.
4. Copies of the Individual Performance Improvement Plan will be placed in the administrator's annual performance report and given to the administrator. The degree to which the administrator achieved the requirements of the previous plan will be a measure of his/her annual performance evaluation.
5. It is the duty of the administrator to implement the plan as prepared; his/her failure to do so may result in disciplinary action up to and including dismissal.

First Reading: January 28, 2002
Second Reading: February 4, 2002
Adoption: February 4, 2002

R 3223.2 EVALUATION OF TENURED ADMINISTRATORS

The observation and evaluation of tenured administrators will be conducted by appropriate administrative staff members. Evaluation will be conducted in accordance with the following procedures.

A. Evaluation Criteria

1. Evaluation criteria for each administrative position will derive from the job description for the position and will relate directly to each of the tasks described. Wherever possible each set of evaluation criteria will be:
 - a. Briefly stated and focused on major criteria of the position,
 - b. Based on observable information rather than on factors requiring subjective judgment, and
 - c. Written in the same format and in a direct, simple style.
2. Maintenance of administrative job evaluation criteria will be the responsibility of the Superintendent or his/her designee. Evaluation criteria will be reviewed annually, and
 - a. Whenever the corresponding job description is revised, or
 - b. On the request of a single job holder.
3. Each tenured administrator will be sent a copy of the current evaluation criteria for his/her position annually by supervising administrator or the Superintendent. Any revisions will be provided to each holder of that job within seven (7) working days of its adoption. Suggested revisions to evaluation criteria by job holders will be referred initially to the job holder's immediate supervisor for review.

B. Collection of Evaluation Data

Data will be gathered using any one or more of the following evaluation methods:

1. Direct observation of the administrator in the course of performing an assigned duty;
2. Review of a product from the administrator that results from the performance of his/her assigned duties;
3. Interviews of the administrator regarding his/her knowledge of assigned duties;
4. Paper and pencil instruments (such as competency tests, pupil surveys, and the like);

5. Audio-visual monitoring of the administrator in the performance of his/her assigned duties; and
6. Reference to previous performance reports.

C. Observations

1. Tenured administrators will be evaluated at least once during each school year.
2. The evaluator shall confer with the administrator at the beginning of each school year. They shall together determine the job performance that will be observed. The observation period will occupy not less than one hour's time.
3. Each observation will be recorded on a separate form and a copy sent to the tenured administrator within twenty-four (24) hours prior to the observation conference.

D. Evaluations

1. A written evaluation of each tenured administrator in the performance of his/her duties will be prepared within fifteen calendar days of the observation.
2. In addition to the evaluation following each observation or period of observation, the evaluator shall prepare a written evaluation of each tenured administrator's total performance as an employee of the school district. This evaluation will be submitted to the tenured administrator sufficiently in advance of the conference to enable the supervising administrator or the Superintendent to amend it. It will be appended to the evaluation based on performance observation and will be presented to the administrator at the conference.

E. Post Observation Conferences

1. No later than fifteen days after the observation, the administrator and the evaluating supervisor shall hold a conference to discuss the evaluation reports prepared in accordance with ¶D1 and ¶D2 above.
2. The post observation conference will be conducted for the purpose of confirming the accuracy of the material collected, providing a forum for feedback, and providing assistance to the administrator whenever the need for such aid is indicated. In addition, the evaluator must point up the effects of the observation (if any) on the administrator's annual evaluation. Sufficient time should be scheduled for a full discussion of the issues involved.
3. Two copies of the written evaluation will be prepared and both the supervisor and the tenured administrator shall sign each copy and retain one copy.
4. If the tenured administrator so wishes, he/she may prepare a written disclaimer to the evaluation. Any disclaimer will be appended to the evaluation, provided it is received not more than ten calendar days after the conference.

5. Each observation report will be filed in the administrator's personnel file. A copy will be provided to the administrator within seven (7) working days of the conference.

F. Annual Performance Conference and Report

1. An annual performance conference will be held with each tenured administrator by the evaluator who prepared the annual performance report (whenever possible) before the administrator's annual performance report is filed.
2. The annual performance conference will include a review of the:
 - a. Administrator's performance based upon his/her job description,
 - b. Administrator's progress toward the objectives of his/her Individual Performance Improvement Plan developed at the previous annual conference (if applicable), and
 - c. Available indicators of pupil progress and growth toward their program objectives (if applicable).
3. The purpose of the annual performance conference is to provide for a total review of the year's work, to identify strategies for improvement where necessary, and to recognize achievement and good practice. Adequate time should be allotted for the conference in order to cover the required topics of discussion and to permit a full exploration of the possible solutions to any problems identified.
4. The annual performance report will be signed by the evaluator at the time of the conference and by the tenured administrator within five working days of the conference. The signature of the administrator will not necessarily be construed to indicate assent with the report.
5. The administrator shall have up to ten working days following the conference to add material to the report not included by the evaluator.
6. Each annual performance report shall be filed in the administrator's personnel file. A copy will be provided to the staff member within three (3) working days of the conference.

G. Review of Pupil Progress and Growth

1. A review will be conducted, at least annually, of pupil progress and growth in each class, for the purpose of determining whether or not changes in the performance of the administrator or in the program would lead to improved results by the pupils during the subsequent school year.
2. The review of pupil progress and growth will be made by an evaluator who is familiar with the pupils involved and the school context against indicators previously determined by the administrator and agreed upon by the Superintendent.

3. A summary of the pupil progress and growth data and its implications will be placed in the administrator's annual performance report. If applicable, the pupil progress and growth report will be one measure of the administrator's annual performance evaluation.
4. If the review of the pupil data reveals that pupils have not made the progress expected, the supervisor and administrator shall jointly determine what changes should be made to improve pupil performance.

H. Individual Performance Improvement Plan

1. An Individual Performance Improvement Plan will be prepared annually for each tenured administrator to correct deficiencies and to continue professional growth. The plan will derive from the applicable evaluation criteria and focus on the most important areas of professional growth for each administrator as determined from weaknesses identified in his/her evaluation.
2. The Performance Improvement Plan will be prepared in cooperation with the administrator whenever possible and will include:
 - a. Areas of required growth,
 - b. Methods of achieving that growth,
 - c. A schedule for implementation of those methods, and
 - d. The responsibility of the administrator and the district for implementing the plan.
3. At the time the Performance Improvement Plan is prepared, a review will also be made of the administrator's efforts to achieve the prior year's plan.
4. Copies of the Individual Performance Improvement Plan will be placed in the administrator's annual performance report and given to the administrator. The degree to which the administrator achieved the requirements of the previous plan will be a measure of his/her annual performance evaluation.
5. It is the duty of the administrator to implement the plan as prepared; his/her failure to do so may result in disciplinary action up to and including certification of charges.

First Reading: January 28, 2002
Second Reading: February 4, 2002
Adoption: February 4, 2002

3224 EVALUATION OF PRINCIPALS, VICE PRINCIPALS, AND
ASSISTANT PRINCIPALS

The Board of Education recognizes the importance of Principal, Vice 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 Policy and Regulation 3224 for the evaluation of Principals, Vice 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 provides the provisions and requirements for Principal, Vice Principal, and Assistant Principal evaluations consistent with TEACHNJ and AchieveNJ.

The rules in N.J.A.C. 6A:10 – Educator Effectiveness shall 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, shall 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 shall topics subject to bargaining involve matters of educational policy or managerial prerogatives. All information contained in written 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. shall be confidential and shall not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

The Board shall annually adopt evaluation rubrics for Principals, Vice Principals, and Assistant Principals which shall be submitted to the Commissioner by June 1 for approval by August 1 of each year. The evaluation rubrics shall have four defined annual ratings: ineffective, partially effective, effective, and highly effective. The Board shall meet the requirements as outlined in N.J.A.C. 6A:10-2.2(a) for the annual evaluation of Principals, Vice Principals, and Assistant Principals and shall 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, Vice Principals, or Assistant Principals. A District Evaluation Advisory Committee shall 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, Vice Principals, and Assistant Principals as outlined in N.J.A.C. 6A:10-2.4 shall be followed. For each Principal, Vice 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 shall 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 shall apply to Principals, Vice Principals, and Assistant Principals. Measures of student achievement, as outlined in N.J.A.C. 6A:10-5.2, shall be used to determine impact on student learning. Principal, Vice Principal, and Assistant Principal observations shall be conducted in accordance with the provisions of N.J.A.C. 6A:10-5.4. The Superintendent or designee shall conduct observations for the evaluation of Principals pursuant to N.J.S.A. 18A:6-121 and he or she shall be trained pursuant to N.J.A.C. 6A:10-2.2(b). A Principal, or the Superintendent or designee, shall conduct observations for the evaluation of Vice Principals and Assistant Principals pursuant to N.J.S.A. 18A:6-121.

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

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

N.J.S.A. 18A:6-117 et seq.
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

First Reading: December 16, 2013
Second Reading: January 27, 2014
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THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

TEACHING STAFF MEMBERS
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Outside Activities

3230 OUTSIDE ACTIVITIES

The Board of Education recognizes that teaching staff members 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 job responsibilities interfere with their professional performance and the discharge of the member's responsibilities to the pupils of this district.

The Board directs that all teaching staff members be governed in the conduct of personal activities by the following guidelines:

1. During school hours and in the presence of students on school premises or during school sponsored activities, teaching staff members are advised to refrain from public utterances, conduct, associations and speech that, if given publicly, would tend to have an adverse or harmful effect upon pupils, the communities, or the school community, or interfere with the harmonious working relationships expected of district employees.
2. Teaching staff members shall not devote time during their work day to any outside private enterprise, business, or business organization. They shall 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 or designee.
3. The Board does not endorse, support, or assume liability in any way for any staff member of this district who takes pupils on trips not approved by the Board or Superintendent, and shall not be liable for the welfare of pupils who travel on such trips. Any staff member who takes pupils of this district on a trip not approved by the Board of Superintendent shall clearly and concisely inform the parent(s) of any pupil 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 shall not solicit pupils of this district for trips not approved by the Board or Superintendent on school grounds of the district without permission of the Superintendent;
4. Teaching staff members shall not campaign on school grounds during their work day, send campaign literature home with pupils, or request, direct, or have pupils distribute campaign literature on behalf of any candidate for local, state, or national office or for any bond issue, proposal, or any public question submitted at any general, municipal, or school election; during school hours in the presence of students or on an election day in a school facility that is used as a polling place.
5. Teaching staff members shall not promote a position of a collective bargaining issue or political issue while in the presence of students when on school premises or during school sponsored events or activities.

6. Copyrights and patents to materials or equipment developed, written, prepared, processed or tested by teaching staff members in the performance of their professional district duties reside with and may be claimed by the Board.
7. Teaching staff members shall not privately tutor pupils for compensation that are currently enrolled in their classes.

N.J.S.A. 18A:42-4
N.J.S.A. 19:1.1 et seq.

Cross Reference: 4230 Outside Activities (Support Staff)

Previously adopted: April 2, 2001

First Reading: June 17, 2013
Second Reading: July 15, 2013
Latest Adoption: July 15, 2013

3233 POLITICAL ACTIVITIES

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 No. 7510 - Use of School Facilities and/or applicable Federal and State laws;
2. A teaching staff member shall not post or display political circulars or petitions on school premises nor distribute such circulars or petitions to pupils 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 in any manner, including but not limited to the wearing of buttons, display or promote a position of a collective bargaining issue or political issue while in the presence of students on school premises or during school sponsored events or activities.

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 except as proscribed by Board policy.

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

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

TEACHING STAFF MEMBERS
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Political Activities

N.J.S.A. 11:17-2

N.J.S.A. 18A:6-8.1; 18A:6-8.2; 18A:6-8.4; 18A:14-72; 18A:42-4

N.J.S.A. 19:34-42

Cross References: 4233, 7510

First Reading: September 8, 2003

Second Reading: November 3, 2003

Adopted: November 3, 2003

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

TEACHING STAFF MEMBERS

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Professional Development

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3240 PROFESSIONAL DEVELOPMENT FOR TEACHERS AND SCHOOL LEADERS

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/or independent scholarship.

The Superintendent may permit teaching staff members 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. Such activities must demonstrate a nexus between the activity and the employee's professional responsibilities. Requests for participation in such professional development opportunities must be submitted in writing to the Superintendent or designee for approval and are subject to any procedures agreed upon between the Board and any collective bargaining unit. 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 reimbursed for professional development activity shall submit to their Supervisor with a copy to the Business Administrator within ten working days a brief written report of the activity including the primary purpose of the travel, the key issues addressed and their relevance to improving instruction or the operations of the 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:9-8, 10,11, 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:9-12 shall comply with the professional development as outline in J.J.A.C. 6A:9-15.1 et seq.

To meet the professional development requirement, each teacher shall be guided by an individual Professional Development Plan (PDP), which shall include at least twenty hours per year of qualifying activities as outlined in N.J.A.C. 6A:9-15.4. The PDP shall be developed by each teacher's supervisor in consultation with the teacher and shall 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:9-15.3. The PDP shall be effective for one year and shall include, at least the minimum requirements outlined in N.J.A.C. 6A:9-15.4(c).

School-level professional development planning and implementation shall be in accordance with the requirements of N.J.A.C. 6A:9-15.5. District-level professional development planning and implementation shall be in accordance with N.J.A.C. 6A:9-15.6.

Implementation of the professional development requirement for school leaders shall be in accordance with N.J.A.C. 6A:9-15.7 and 15.8.

The Board of Education shall comply with the monitoring and assistance requirements as outlined in N.J.A.C. 6A:9-15.9.

The Board shall monitor and enforce the professional development requirements for teachers and school leaders set forth in N.J.A.C. 6A:9-15 et seq. and shall actively assist and support the provision of opportunities and resources, and the efforts by teachers and school leaders to meet the professional development requirements.

N.J.S.A. 18A:31-2; 18A:6-111
N.J.A.C. 6A:9-3.3; 6A:13-2.1; 6A:9-15.1 et seq.

Cross Reference: 4240
Initial Adoption: May 3, 2010
First Reading: June 16, 2014
Second Reading: July 28, 2014
Latest Adoption: July 28, 2014

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

TEACHING STAFF MEMBERS

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In-Service Training

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3244 IN-SERVICE TRAINING

The Board of Education believes that the continuing improvement of the professional skills of teaching staff members is essential to the provision of a thorough and efficient system of education. The Board may provide training for staff members in order to encourage and foster their professional growth and improve the instructional and support services of this district. Staff training shall include district-wide and school-wide programs as well as individual personal improvement programs.

The Superintendent shall plan and present to the Board a program of in-service training that is consistent with the assessed needs and goals of the district. The in-service training program shall be developed in consultation with appropriate teaching staff members and shall include whenever possible the demonstrable results by which the effectiveness of the program will be evaluated. In-service programs shall be regularly offered to staff which trains them in the effective delivery of the curriculum, and in the tools needed to assess student progress in all curriculum areas and in support of identified priorities within specific content areas.

The Superintendent shall report periodically to the Board on the conduct of the in-service training program and the results of its evaluation.

N.J.A.C. 6:8-4.8

Initial Adoption: October 20, 2008

First Reading: February 16, 2011

Second Reading: March 21, 2011

Latest Adoption: March 21, 2011

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

TEACHING STAFF MEMBERS
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Research Projects By Staff Members

3245 RESEARCH PROJECTS BY STAFF MEMBERS

The Board of Education encourages the participation of teaching staff members in research projects that are soundly designed, professionally conducted and will directly benefit the district.

All research project proposals must be approved (concept and expenses) by the Superintendent and the Board. Such proposals must ensure that:

- the project does not interfere with the orderly operations of the district;
- the project is in the best interest and is of benefit to the district;
- district staff, pupils and resources will not be utilized; and
- the privacy of staff and students is not compromised.

Teaching staff members may seek funding from local, state, and federal sources, public and private, for locally conducted research projects only after receiving the approval of their immediate supervisor and 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.

Cross Reference:	6110
First Reading:	March 12, 2001
Second Reading:	March 19, 2001
Adopted:	April 2, 2001

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

TEACHING STAFF MEMBERS
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Lesson Plans

3270 LESSON PLANS

Lesson plans have long been regarded as one of the essential tools for effective teaching. Not only does a lesson plan enable teachers to outline their educational activity, but, among other things, it serves to assist in making maximum use of resources, teacher's skills and learning potential.

Lesson plans also assist in helping teachers gain competence and skill in instruction through the supervisory process in which lesson plans play a vital role. Lesson plans must be periodically checked and constructively evaluated by supervisors followed by a discussion of them with the teachers. All instructional personnel must develop plans that address the implementation of the Core Curriculum Standards.

The Board of Education expects teaching staff members to prepare and have available lesson plans for substitute teachers at all times. Such plans shall be updated frequently, as needed.

The administration in cooperation with teachers will develop and implement regulations for lesson planning within the scope of the approved course of study to ensure that this policy is effective in promoting excellence in teacher instruction.

First Reading:	March 12, 2001
Second Reading:	March 19, 2001
Adopted:	April 2, 2001

R 3270 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 following components as appropriate:
 - a. Objective(s) with a curriculum connection written in terms of what the student will do, not what the teacher will do;
 - b. Strategies/Activities/Materials;
 - c. Follow-up assignments; and
 - d. Assessment(s) used to inform the teacher if the objective(s) was (were) met.

It is not the lesson plan product that is the goal, but a well planned and delivered lesson for students.

3. Lesson plans should be reviewed by the primary supervisor on a regular basis (not less than monthly). They may be reviewed while conducting classroom visits or collected for review. Each review should be documented by the principal's/assistant principal's signature or initials, and comments when appropriate.

K-8 Supervisors – As **secondary** supervisors, review lesson plans when conducting classroom visits and document as indicated above.

K-12 Directors – As **primary** supervisors, review lesson plans when conducting classroom visits and document as indicated above.

Columbia High School Subject Chairs - As **primary** supervisors, review lesson plans when conducting classroom visits and document as indicated above.

B. Substitute Lesson Plans

Each teacher shall submit substitute plans to the Principal, Assistant Principal, or Subject Chair that contains the following if appropriate:

1. Special plans and hints for the substitute;
2. Helpful students;
3. Procedure for opening exercises;
4. Explanation sheet on taking daily attendance;
5. Special lessons to be used by the substitute if the regular daily lesson plans are not available;
6. Procedure for dismissal of each class and dismissal at the end of the day;
7. Special subjects schedule-art, music, physical education, and the names of students leaving for instrumental music lessons, Project Ahead, Enrichment, Special Education, etc.;
8. Fire drill forms;
9. Seating charts;
10. Room rules and regulations;
11. Names of students with special problems, such as physical disabilities.

Substitute folders should be reviewed and updated periodically. 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.

Effective Date: November 2002

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

TEACHING STAFF MEMBERS
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Liability for Pupil Welfare

3280 LIABILITY FOR PUPIL WELFARE

Teaching staff members are responsible for supervision of pupils and must discharge that responsibility with prudence. 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 shall 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 shall not voluntarily assume responsibility for duties he or she cannot reasonably perform. Such assumed responsibilities carry the same potential for liability as do assigned responsibilities.
3. A teaching staff member shall provide proper instruction in safety wherever course guides so provide.
4. A teaching staff member shall report immediately to the building principal any accident or safety hazard the member detects.
5. A teaching staff member shall not send pupils on personal errands.
6. A teaching staff member shall never transport pupils in a personal vehicle without the approval of the building principal.
7. A teaching staff member shall 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 shall refrain from the use of any personal furnishings and equipment in the classroom that in any way pose a risk to the health or well-being of pupils or others without the express permission of the Principal.
9. A teaching staff member shall immediately report any instance of suspected substance abuse, violence, vandalism, accidents, or child abuse in accordance with Policy Nos. 8442, 8461, and 8462.
10. A teaching staff member shall not send students on assignments or field trips off school premises without supervision.

N.J.S.A. 9:6-8.8 et seq.; 18A: 25-2; 59:1-1 et seq.

Cross References: 8442, 8461, 8462, 2340

First Reading: March 12, 2001
Second Reading: March 19, 2001
Adopted: April 2, 2001

SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

TEACHING STAFF MEMBERS
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Inappropriate Staff Conduct

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 exist a professional responsibility for all school staff 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 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's conduct in completing their professional responsibilities shall be appropriate at all times. School staff 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 shall not engage in inappropriate conduct toward or with pupils. School staff shall not engage or seek to be in the presence of a pupil beyond the staff member's professional responsibilities. School staff shall not provide transportation to a pupil in their private vehicle or permit a pupil into their private vehicle unless there is an emergency or a special circumstance that has been approved in advance by the Building Principal/immediate supervisor and the parent/legal guardian.

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 to 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, the New Jersey Commissioner of Education, and the New Jersey State Interscholastic Athletic Association. 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, the New Jersey State

Interscholastic Athletic Association, an arbitration process, and/or appropriate courts to be inappropriate or conduct unbecoming a school staff member.

TEACHING STAFF MEMBERS
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Inappropriate Staff Conduct

School personnel, compensated and uncompensated (volunteers), including athletic coaches, are required to report to their immediate supervisor or Building Principal any possible violations of this Policy. In the event the report alleges conduct by the Building Principal or the immediate supervisor, the school staff member may report directly to the Assistant 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 Institutional Abuse Investigation Unit 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 or designee 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 Schools of all reports, including anonymous reports. The Assistant Superintendent will investigate all reports with a final report to the Superintendent of Schools. The Assistant Superintendent or the Superintendent may, at any time after receiving a report, 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 Institutional Abuse Investigation Unit in accordance with N.J.A.C. 6A:16-11.1, and/or any other measure provided for in the law.

This Policy will be distributed to all school staff and provided to staff members at any time upon request.

N.J.S.A. 18A:28-5 et seq.
N.J.A.C. 6A:16-11.1

Cross Reference : 4281 Inappropriate Staff Conduct (Support Staff)

Initial Adoption : May 13, 2013

First Reading: January 25, 2016
Second Reading: February 22, 2016
Latest Adoption: February 22, 2016

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 staff members 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 staff members to the highest level of professional responsibility.

The Commissioner of Education has determined inappropriate conduct outside a staff member's professional responsibilities may determine them as unfit to discharge the duties and functions of their position. Staff members should be advised 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 staff member or to certify tenure charges against a tenured staff member to the Commissioner of Education.

Staff members 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, or any other form of electronic communication that is directed and/or available to pupils or for public display or publication.

While the Board respects the right of staff members to use social networking sites, staff members 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 staff member's use of these sites does not damage the reputation of the school district, employees, pupils, or their families. Staff members who utilize, 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 school staff member. Staff members 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 staff members 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. Staff members 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, school staff members:

1. Should not make statements that would violate any of the district's policies, including its policies concerning discrimination or harassment;

2. Must uphold the district's value of respect for the individual and avoid making defamatory statements about the school district, employees, pupils, or 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, 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. 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;
8. 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 Superintendent of Schools or the Chief Information Officer or designee for such use; and
9. Shall not post or publish any information the Commissioner of Education would deem to be inappropriate conduct by a school staff member.

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 staff member'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 staff member may be subject to disciplinary action.

This Policy has been developed and adopted by this Board to provide guidance and direction to staff members on how to avoid actual and/or the appearance of inappropriate conduct toward pupils and/or the community while using social networking sites.

First Reading: September 24, 2012
Second Reading: October 15, 2012
Initial Adoption: October 15, 2012

3351 HEALTHY WORKPLACE ENVIRONMENT

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 or offensive 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, intimidating, or humiliating; or the gratuitous sabotage or undermining of a person's work performance. 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, is not conduct toward an employee of a protected class or because of the employee's protected activity. These employees and activities are afforded the legal protections under various Federal and State anti-discrimination laws. 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 of Schools. 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. 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.

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 conduct prohibited by this policy.

First Reading:	March 22, 2010
Second Reading:	April 19, 2010
Adopted:	April 19, 2010

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

TEACHING STAFF MEMBERS

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Sexual and Workplace

Harassment

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3362 SEXUAL and WORKPLACE HARASSMENT

It is the policy of the South Orange Maplewood Board of Education to maintain a learning environment that is free from harassment including sexual harassment. No staff member shall be subjected to harassment, by other staff members, Board of Education members, students or outside vendors (which shall be defined as one who sells or provides goods or services to the Board of Education).

It shall be a violation of law and this policy for any member of the South Orange Maplewood School District staff, Board of Education, student body or outside vendor to harass another person through conduct or communication as defined below ("Definition"). Violations of this policy or its related procedure shall be cause for disciplinary action as set forth in Board procedures.

Definition

- A. "Harassment" shall be defined as unwelcomed and/or unwanted tormenting, annoying, teasing, sexual advances, sexual suggestions, requests or demands for sexual favors, and/or other inappropriate verbal or physical conduct made by a staff member, Board of Education member, student, or outside vendor to a staff member when that conduct has the purpose or effect of interfering with the person's performance, or creates an intimidating, offensive or hostile environment.
- B. Harassment, as set forth above, may include, but is not limited to, the following unwelcome behavior or treatment:
1. Verbal harassment or abuse;
 2. Pressure for sexual activity;
 3. Remarks with sexual or demeaning implications;
 4. Physical contact; or
 5. Using one's position of authority along with implied or explicit threats to secure sexual favors.
 6. Remarks, comments, jokes, stories, cartoons or any other communication, oral or written, that are racially or ethnically discriminatory, or which discriminate or contain demeaning or offensive content based on race, color, national origin, handicap or disability, age, ancestry, nationality, sex, gender identity or expression, military service, marital or domestic partnership or civil union status, atypical cellular or blood trait, genetic information, religion or affectional or sexual orientation.

The Superintendent shall direct the development of procedures regarding the implementation of this policy. All staff members, students and vendors shall be informed of this policy annually. The Superintendent shall also insure that staff and students participate in educational programs on an ongoing basis relating to this policy and the maintenance of an educational environment that is characterized by mutual respect, safety and personal security.

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

TEACHING STAFF MEMBERS
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Sexual and Workplace Harassment
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Individuals and groups shall be treated with equality and fairness. Any staff member who believes he/she has been the object of sexual/workplace harassment, or who has independent cause to suspect harassment has occurred, may file a complaint pursuant to the Sexual/Workplace Harassment Grievance Procedures. All complaints will be investigated. No staff member will be subject to any form of retaliation for making a claim under this policy. Retaliation against an individual making a complaint is violative of law and this policy.

29 C.F.R. 1604.11
Title VI and Title VII of the Civil Rights Act of 1964,
42 USC § 2000, et seq.
N.J.S.A. 10:5-12, et seq. (NJ Law Against Discrimination)
20 USC § 1681 – Title IX of the Education Amendments of 1972

Cross Reference: 4352

Initial Adoption: April 2, 2001

First Reading: June 20, 2016

Second Reading: July 18, 2016

Latest Adoption: July 18, 2016

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

TEACHING STAFF MEMBERS

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Teaching Staff Member Tenure Acquisition

3372 TEACHING STAFF MEMBER TENURE ACQUISITION

In accordance with the provisions of N.J.S.A. 18A:28-5.a, teaching staff members 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, Vice Principal, Assistant Superintendent, Directors, Supervisors, and all school nurses including school nurse supervisors, head school nurses, chief school nurses, school nurse coordinators, and any other nurse performing school nursing services, school athletic trainer and such other employees as 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, shall be under tenure during good behavior and efficiency and they shall not be dismissed or reduced in compensation except for inefficiency, incapacity, or conduct unbecoming such a teaching staff member or other just cause and then only in the manner prescribed by Sub-article 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 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, Vice Principal, Assistant Superintendent, Directors, Supervisors, and all school nurses, including school nurse supervisors, head school nurses, chief school nurses, school nurse coordinators, and any other nurse performing school nursing services, school athletic trainer and such other employees as 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, shall be under tenure during good behavior and efficiency and they shall not be dismissed or reduced in compensation except for inefficiency, incapacity, or conduct unbecoming such a teaching staff member or other just cause and then only in the manner prescribed by Sub-article 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 shall 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, Assistant Principal, and Vice Principal shall 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. shall accrue only by employment in that administrative or supervisory position. Tenure so accrued shall not extend to any other administrative or supervisory position and nothing in N.J.S.A. 18A:28-5 shall 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.

N.J.S.A. 18A:28-5

First Reading: September 16, 2013
Second Reading: October 21, 2013
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THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

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Tenure Upon Transfer or Promotion

3373 TENURE UPON 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, shall 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 shall 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 shall 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.), shall 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 shall 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 shall 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, Assistant Principal, and Vice Principal shall 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.

N.J.S.A. 18A:28-6

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THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

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Tenure Upon Transfer to an Underperforming School

3374 TENURE UPON TRANSFER TO AN UNDERPERFORMING SCHOOL

The Board of Education may grant tenure to a teaching staff member coming from another New Jersey public school district to the same position in an underperforming school in this school district in accordance with the provisions of N.J.S.A. 18A:28-5.1. As used in this Policy, "underperforming school" means a school in this school district which has been identified by the New Jersey Department of Education as a "focus school" or a "priority school" for any year within a two-year period.

In accordance with the provisions of N.J.S.A. 18A:28-5.1, a tenured teaching staff member who has been rated effective or highly effective on his/her most recent annual summative evaluation in a New Jersey public school district, and who accepts employment in the same position in an underperforming school in another New Jersey public school district, shall be under tenure in that position in the new school district during good behavior and efficiency and shall not be dismissed or reduced in compensation except for inefficiency, incapacity, or conduct unbecoming such a teaching staff member or other just cause and then only in the manner prescribed by Sub-article B of Article 2 of Chapter 6 of N.J.S.A. 18A, after the employee receives a rating of effective or highly effective in at least one of the annual summative evaluations within the first two years of employment in the underperforming school in the new school district.

For purposes of this Policy, "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.

N.J.S.A. 18A:28-5.1

First Reading: September 16, 2013
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Adopted: October 21, 2013

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

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Work Related Disability Pay

3425 WORK RELATED DISABILITY PAY

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 or 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 or she is on disability leave of absence, for up to twelve consecutive months. The Board is not obligated to make payments during the summer if the teaching staff member is not ordinarily paid during that time.

As a condition of receiving full salary, an employee who receives workers' compensation benefits for his or her work-related disability shall be paid minus the amount paid by disability benefits.

N.J.S.A 18A:30-2.1; 18A:66-32.1
N.J.S.A 34:15-38

First Reading: March 12, 2001
Second Reading: March 19, 2001
Adopted: April 2, 2001

3431.1 MEDICAL AND FAMILY LEAVE

In accordance with the federal Family and Medical Leave Act (FMLA) and under the New Jersey Family Leave Act (FLA), the Board of Education will grant eligible teaching staff members up to twelve (12) weeks leave of absence in any twenty-four (24) 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 the adoption of such child by the staff member, or the serious health condition of a spouse, domestic partner, parent, child or the staff member.

No staff member shall be required to take medical or family leave or to extend medical or family leave beyond the time requested. A staff member shall not be discriminated against for having exercised his or her rights under the federal Family and Medical Leave Act or the New Jersey Family Leave Act nor discouraged from the use of medical or family leave.

For the purposes of this policy, a "parent" is a biological, adoptive, or foster parent; stepparent; 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. A "child" is defined as the biological, adopted or foster child, step child, legal ward, child of a parent who is under eighteen (18) years of age or a child eighteen years or older who is incapable of self-care because of a mental or physical impairment. "Serious health condition" is 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. "Family leave" is leave taken pursuant to the FMLA and the FLA. "Staff member" is an employee eligible for family leave in accordance with the FMLA and the FLA. A "week" is the number of days an employee normally works each calendar week.

Eligibility

A staff member shall become eligible for family leave after he or she has been employed at least twelve months in this district for not less than one thousand base hours, including overtime, or twelve hundred and fifty hours for medical leave, during the immediate preceding twelve month period. The calculation of the twelve month period to determine eligibility shall commence with the commencement of the family leave. Full-time teachers are deemed to satisfy the 1250 hours requirement under the FMLA if they have completed twelve months of employment and work a regular, full-time teaching schedule. Family leave taken for the birth or adoption of a healthy child may commence at any time within a year after the birth or placement for adoption.

During any period of the leave, a staff member 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 the commencement of the leave. A staff member on family leave may commence part-time employment that shall not exceed half the regularly scheduled hours worked for the district. The staff member may continue the part-time employment which commenced prior to the family leave at the same number of hours that the staff member was regularly scheduled prior to such leave.

Types of Leave

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

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

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Medical and Family Leave
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1. In the case of a family member who has a serious health condition, leave may be taken intermittently when medically necessary. If the total time within which the leave is taken does not exceed a twelve-month period for each serious health condition episode; the staff member will provide the district with prior notice of the leave in a manner which is reasonable and practicable; and the staff member makes a reasonable effort to schedule the leave so as not to disrupt unduly 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.
2. 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 except the staff member is not entitled to a reduced leave schedule for a period 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 upon the birth or adoption of a healthy child. The staff member shall make a reasonable effort to schedule reduced leave so as not to unduly disrupt the operations of the instructional/educational program. The staff member shall provide the district prior notice of the care, medical treatment or continuing supervision by a health care provider necessary due to a serious health condition of a family member in a manner that is reasonable and practicable. Leave taken on a reduced leave schedule shall not result in a reduction of the total amount of leave to which a staff member is entitled.
3. A one- or two-day holiday occurring within the week taken by a staff member as Family Leave has no effect and the week is counted as a week of medical or 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 days the school district is closed for this staff member do not count against the staff member's family leave entitlement.

Notice

A staff member eligible for family leave must give at least thirty (30) days' advance notice in writing to the Superintendent or his/her designee of the need to take family leave, except where the need to take family leave is not foreseeable. In such cases, the staff member must provide notice as soon as practicable. Whenever emergent circumstances make written notice impracticable, the staff member may give verbal notice to the Superintendent or his/her designee, but any verbal notice must be followed by written notice delivered within ten (10) days.

1. Notice for leave to be taken for the birth or placement of a child for adoption shall be given at least thirty (30) 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) days, the employee shall provide such notice as is reasonable and practicable.
2. Notice for leave to be taken for the serious health condition of a family member shall be given at least fifteen (15) 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) days, the employee shall provide such notice as is reasonable and practicable.

3. When the Superintendent or his/her designee is not made aware that a staff member is absent for family leave reasons and the staff member wants to request that the leave be counted as family leave, the staff member must provide timely notice within two (2) business days of returning to work to have the time considered in accordance with the Family Leave Act.

Benefits

Medical or family leave shall be unpaid leave as per the FMLA and the FLA. Employees on medical leave, however, may be eligible for salary continuation under the NJ Temporary Disability Benefits Program, or Workers' Compensation Insurance, depending on the cause and nature of the medical condition.

In accordance with law, 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 in employment continuously from the date the staff member commenced the leave to the date the staff member returned to work or the date on which the staff member's coverage would have expired had the employee not been on leave, whichever is sooner.

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

The return of a staff member prior to the expiration of a requested and approved medical or family leave may be permitted by the Board if the return does not unduly disrupt the instructional/educational program or require the Board to incur the cost of continuing the employment of a substitute under contract. If an employee requests leave that would have him/her returning to work during the weeks preceding the end of the school year, the Board may exercise its right to extend the leave through the end of the school year under certain circumstances.

If an employee fails to return to work following an approved medical or family leave, the Board has the right to bring an action to recover the cost of premiums paid for the employee's health insurance benefits throughout the period of the leave. Medical or family leave granted to a non-tenured staff member cannot extend the staff member's employment beyond the expiration of his or her employment contract.

To prevent substantial and grievous economic injury to the school district's operations, the district may deny family leave to a 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 group is greater in number. The Superintendent shall notify the staff member of the intent to deny the leave at the time that the Superintendent determines such denial is necessary. If the leave has already commenced at the time of the district's notification of denial, the staff member shall return to work within ten (10) working days of the date of notification.

Verification of Leave

The Board shall require the certification of a duly licensed health care provider verifying the purpose of requested medical or family leave. Certification of a serious health condition of a family member of the staff member shall be deemed 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 for adoption need state only the date of birth or the date of placement, whichever is appropriate.

In the event the Superintendent or his/her designee doubts the validity of the certification for the serious health condition of a family member of the staff member, the district may require the staff member to obtain at district expense 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 that the staff member obtain at district expense the opinion of a third health care provider designated or approved jointly by the district and the staff member concerning the serious health condition. The opinion of the third health care provider shall be final and binding on the district and the staff member.

In order that a staff member's entitlement to medical or family leave can be properly determined, the Superintendent shall insure the keeping of accurate attendance records that distinguish medical or family leave from other kinds of leave.

29 U.S.C. 2601 et seq.
29 C.F.R. 825.100 et seq.
N.J.S.A. 34:11B-1 et seq.
N.J.A.C. 13:14-1 et seq.

Cross Reference: 4431.1

First Reading: January 6, 2003
Second Reading: January 27, 2003
Adopted: January 27, 2003

3437 MILITARY LEAVE

The Board of Education recognizes that, at times, employees of the Board will be called up for active military service.

The Board of Education will comply with all applicable state and Federal laws pertaining to the employment rights of such employees.

N.J.S.A.38:23-1 et seq.; 38A:1-1; 38A:4—4; 52:13H-2.1
Uniformed Services Employment and reemployment Rights Act (USERRA), 38 U.S.C. Section 4301 et seq.

Cross References: 4437

First Reading:	November 17, 2003
Second Reading:	January 5, 2004
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TEACHING STAFF MEMBERS

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Jury Duty

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 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 will receive full pay.

An employee summoned to jury duty shall promptly report the summons to his or her immediate supervisor. On return from jury duty, the employee must submit to his or 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 or her supervisor the schedule for the following day.

N.J.S.A. 2B:20-1 et seq.
2B:20-10; 2B:20-16

Cross Reference: 4438

First Reading: March 12, 2001
Second Reading: March 19, 2001
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