I. MEETING CALLED TO ORDER

The meeting will be called to order in the Media Center Conference Room at Roxbury High School.

II. EXECUTIVE SESSION

The board members will adjourn to Executive Session in the Media Center Conference Room at Roxbury High School to discuss personnel, student matters and matters covered by attorney-client privilege. Action may be taken when the Board returns to Public Session in the Roxbury High School Auditorium.

III. ROLL CALL

IV. PUBLIC SESSION

The Roxbury Township Board of Education is meeting in Regular Session for discussion on business before the Board tonight.

The New Jersey Open Public Meetings Law was enacted to insure the public’s right to have advance notice of and to attend meetings of public bodies at which business affecting their interest is discussed or acted upon. In accordance with the provisions of the Act, the Board has caused written notice of this meeting and copies of its agenda to be sent to:

- Roxbury Register - Newspaper
- Daily Record - Newspaper
- Roxbury Public Library
- Roxbury Web Site - http://www.roxbury.org/domain/43

The notice of tonight’s meeting and a copy of tonight’s agenda have been posted in the Board’s Business office.

V. ROLL CALL

VI. PLEDGE OF ALLEGIANCE
### CERTIFICATED PERSONNEL - 2015/2016 RETIREES
(Administrators, Teachers, Nurses, Counselors, etc.)

<table>
<thead>
<tr>
<th>Name</th>
<th>Position/School</th>
<th>Date of Retirement</th>
<th>No. Years in District</th>
<th>Total Years of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>JoAnn Bartschat</td>
<td>Instrumental Music Lincoln/Roosevelt</td>
<td>7/1/16</td>
<td>22 Years</td>
<td>31 Years</td>
</tr>
<tr>
<td>Carol Cherry</td>
<td>BSI Teacher Nixon School</td>
<td>7/1/16</td>
<td>42 Years</td>
<td>42 Years</td>
</tr>
<tr>
<td>Margaret Conway</td>
<td>Grade 2 Teacher Franklin School</td>
<td>7/1/15</td>
<td>29 Years</td>
<td>31 Years</td>
</tr>
<tr>
<td>Dorothy Cusack</td>
<td>Nurse Eisenhower MS</td>
<td>7/1/16</td>
<td>17 Years</td>
<td>19 Years</td>
</tr>
<tr>
<td>JoAnne DeRose</td>
<td>Social Studies Teacher Roxbury High School</td>
<td>7/1/16</td>
<td>28 Years</td>
<td>32 Years</td>
</tr>
<tr>
<td>Barbara Delaney</td>
<td>Special Education Teacher Eisenhower MS</td>
<td>7/1/16</td>
<td>28 Years</td>
<td>33 Years</td>
</tr>
<tr>
<td>Gail Drucker</td>
<td>LDTC Special Services</td>
<td>1/1/16</td>
<td>30 Years</td>
<td>36 Years</td>
</tr>
<tr>
<td>Albert Gaul</td>
<td>Grade 6 Science Teacher Lincoln/Roosevelt School</td>
<td>7/1/16</td>
<td>42 Years</td>
<td>42 Years</td>
</tr>
<tr>
<td>Kathleen Goodwin</td>
<td>Speech Teacher Lincoln/Roosevelt School</td>
<td>7/1/16</td>
<td>13 Years</td>
<td>25 Years</td>
</tr>
<tr>
<td>Thomas Kuplin</td>
<td>Art Teacher Franklin School</td>
<td>7/1/16</td>
<td>22 Years</td>
<td>28 Years</td>
</tr>
<tr>
<td>Lynda Liebermann</td>
<td>In-Class Resource Lincoln/Roosevelt School</td>
<td>7/1/16</td>
<td>14 Years</td>
<td>24 Years</td>
</tr>
<tr>
<td>Karen Lunardoni</td>
<td>Principal Jefferson School</td>
<td>9/1/15 Deceased 8/17/15</td>
<td>16 Years</td>
<td>25 Years</td>
</tr>
<tr>
<td>Carole Melillo</td>
<td>PE/Health Teacher Nixon School</td>
<td>4/1/16</td>
<td>23.5 Years</td>
<td>32 Years</td>
</tr>
<tr>
<td>Francine Miller</td>
<td>Grade 6 Math Teacher Lincoln/Roosevelt School</td>
<td>1/1/16</td>
<td>20 Years</td>
<td>26 Years</td>
</tr>
<tr>
<td>Lorraine Miller</td>
<td>Health/PE Teacher Eisenhower Middle School</td>
<td>7/1/16</td>
<td>16.5 Years</td>
<td>23.5 Years</td>
</tr>
<tr>
<td>Tina Rokuson</td>
<td>Special Education Teacher Roxbury High School</td>
<td>7/1/16</td>
<td>18 Years</td>
<td>22 Years</td>
</tr>
<tr>
<td>Stacey Saveth</td>
<td>Speech Teacher Nixon School</td>
<td>7/1/16</td>
<td>14 Years</td>
<td>26 Years</td>
</tr>
<tr>
<td>Arlene Swotinsky</td>
<td>Resource Center Lincoln/Roosevelt School</td>
<td>7/1/16</td>
<td>18 Years</td>
<td>19 Years</td>
</tr>
<tr>
<td>Denise Tinquist</td>
<td>English Teacher Roxbury High School</td>
<td>7/1/15</td>
<td>38 Years</td>
<td>38 Years</td>
</tr>
</tbody>
</table>
June 27, 2016

SUPPORT STAFF - 2015/2016 RETIREES
(Secretaries, Custodians, Bus Drivers, etc.)

<table>
<thead>
<tr>
<th>Name</th>
<th>Position/School</th>
<th>Date of Retirement</th>
<th>No. Years in District</th>
<th>Total Years of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thomas Cherry</td>
<td>Bus Driver, Roxbury Township</td>
<td>7/1/16</td>
<td>8 Years</td>
<td>8 Years</td>
</tr>
<tr>
<td>Thomas Healy</td>
<td>Bus Driver, Roxbury Township</td>
<td>7/1/16</td>
<td>18 Years</td>
<td>18 Years</td>
</tr>
<tr>
<td>Gayle LaPoma</td>
<td>Secretary, Main Office, Roxbury High School</td>
<td>8/1/15</td>
<td>25 Years</td>
<td>25 Years</td>
</tr>
</tbody>
</table>

2. School Performance Report presented by Mr. Chuck Seipp, Assistant Superintendent

VIII. CORRESPONDENCE

IX. STUDENT REPRESENTATIVE’S COMMENTS

X. BOARD PRESIDENT’S COMMENTS

XI. SUPERINTENDENT’S REPORT

XII. BUSINESS ADMINISTRATOR’S REPORT

XIII. MINUTES

1. Minutes of the Executive Session of June 6, 2016

2. Minutes of the Workshop Meeting of June 6, 2016

XIV. PUBLIC COMMENTS – Action Items - (There is a three minute time limit, per Board Policy.)

XV. ACTION ITEMS

A. Finances (Resolution 1-14)

The following motions recommended by the Superintendent and Interim Business Administrator are non-controversial, a matter of routine business and will be voted on by one motion.

TRANSFERS

*1. RESOLVED, that the Roxbury Township Board of Education approve the May 2016 list of transfers between accounts as presented. Approval by the County Office is not required except as noted on the list.

BILLS LIST

*2. RESOLVED, that the Roxbury Township Board of Education approve the monthly bills list totaling $2,530,412.51 as presented.
**BOARD SECRETARY’S REPORT**

*3. RESOLVED, that the Roxbury Township Board of Education approve the Board Secretary’s Report for May 2016.

**TREASURER’S REPORT**

*4. RESOLVED, that the Roxbury Township Board of Education approve the Treasurer’s Report for May 2016.

**MONTHLY FINANCIAL CERTIFICATION OF THE BOARD SECRETARY AND BOARD OF EDUCATION**

*5. RESOLVED, that the Roxbury Township Board of Education, pursuant to N.J.S.A. 18A:19-4, does certify that no line item account has encumbrances and expenditures which in total exceed the line item appropriation, and

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 18A:17-9 and N.J.S.A. 18A:17-36, after review of the Board Secretary’s and Treasurer’s monthly financial reports for the month of May 2016 that no major accounts and fund balances in the 2015/2016 budget have been over expended and that sufficient funds are available to meet the district’s financial obligations for the remainder of the fiscal year.

**TRAVEL REQUESTS**

*6. RESOLVED, that the Roxbury Township Board of Education approve unavoidable travel costs as related in this resolution which are educationally necessary and fiscally prudent and are related to and within the scope of the employee’s current responsibilities and promotes the delivery of instruction or furthers the efficient operation of the school district. The reimbursements listed in this resolution are in compliance with the state travel reimbursement guidelines as established by the Department of the Treasury and Board of Education policy in accordance with N.J.A.C. 6A:23B-1.1 et. seq.

<table>
<thead>
<tr>
<th>First Name</th>
<th>Last Name</th>
<th>Conference/Seminar Title</th>
<th>Place</th>
<th>Date of Trip</th>
<th>Total Estimated Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Joseph M.</td>
<td>Koch</td>
<td>National Athletic Trainers’ Association 67th Clinical Symposia and ATExpo</td>
<td>Baltimore, MD</td>
<td>6/23-25/16</td>
<td>$310.00 Registration</td>
</tr>
<tr>
<td>b) Jennifer</td>
<td>Wilkerson</td>
<td>TPRS Workshop</td>
<td>Newark, NJ</td>
<td>08/16-18/16</td>
<td>$359.00 Registration</td>
</tr>
<tr>
<td>c) Nancy</td>
<td>Valenta</td>
<td>Artist/Teacher Institute Summer Workshop</td>
<td>Ramapo College</td>
<td>07/11-15/16</td>
<td>$200.00 Registration</td>
</tr>
<tr>
<td>d) Jessica</td>
<td>Lima</td>
<td>Problem Solving for the Common Core K-5</td>
<td>New York, NY</td>
<td>08/16/16</td>
<td>$225.00 Registration</td>
</tr>
</tbody>
</table>

Notes:
   Substitute coverage is indicated by “S” followed by the number of days for which a substitute is needed.
STUDENT ACTIVITY ACCOUNTS

*7. RESOLVED, that the Roxbury Township Board of Education approve the Student Activity Accounts monthly bills lists for the month of May 2016 as follows:

Roxbury High School $55,859.96    Franklin School $445.28
Athletics $6,253.00                  Kennedy School $0.00
Eisenhower Middle School $25,301.19  Jefferson School $0.00
Lincoln Roosevelt School $5,360.75   Nixon School $0.00

REPORT OF AWARDED CONTRACTS

*8. RESOLVED, that pursuant to PL 2015, Chapter 47, the Roxbury Township Board of Education intends to renew, award, or permit to expire the following contracts previously awarded by the board of education. These contracts are, have been, and will continue to be in full compliance with all state and federal statutes and regulations; in particular, New Jersey Title 18A: 18 et seq. NJAC Chapter 23, and Federal Uniform Administration Requirements 2CFR, Part 200.

AGRA Environmental
Amco Enterprises, Inc.
American Family Life Assurance Company (AFLAC)
American Tutor
Anthony Gianforcaro
Applied Behavioral Consulting, LLC
Aramark Educational Services, LLC.
Assistive Tek, LLC
AXA Equitable Life Assurance
Balken Risk Management Services, LLC
Bayada Home Health Care, Inc.
Bergen County Special Services School District Educational Enterprises Division
Bloomingdale Public Schools
CC Vending, Inc.
Celebrate the Children
Celebrate the Children (SCALS)
Centenary College
Centric Benefits Consulting
Cerebral Palsy of North Jersey-Horizon High School
Chatham Public Schools
Core BTS, Inc. (Core)
Cornerstone Day Schools, LLC
County College of Morris
D&E Window and Door
Daytop Preparatory School
DCCF, LLC
DCF Regional School – Morris Campus
Delta-T Group North Jersey, Inc.
E.R. Barrett, Inc.
Echelon Services, LLC
Edge Property Maintenance
Education, Inc.
Educational Services Commission of Morris County
Edvocate, Inc.
Elizabeth Public Schools
Essex Regional Educational Services Commission (ERESC)
Essex Valley School
Fair Lawn Board of Education
GALIC Disbursing Co. (Great American)
Gallager Benefits Services
Glenview Academy
Greater Morristown YMCA
Helen Ogoff
Hopatcong Public Schools
Hunterdon County Educational Services Commission
Inclusive Learning Academy
Inclusive Learning Academy-Butler Middle School
Jersey City Public Schools
Lakeland-Andover School
Liberty Mechanical Contractors, Inc.
Lincoln Financial Advisors
Livingston Public Schools
LJM Engineering Group
McCloskey Insurance
MetLife Investors Group
Metropolitan Life
Middlesex Regional Educational Services Commission
Mine Hill Public Schools
Morris County Cooperative Pricing Council
Morris County Vocational School District Board of Education
Morris Hills Regional School District
Morris-Union Jointure Commission Developmental Learning Center-Warren
Mt. Arlington Public Schools
New Beginnings
New Jersey Commission for the Blind and Visually Impaired
Nisivoccia LLP, Certified Public Accountants & Advisors
Orange Public Schools
P.G. Chambers School
Patwood Contracting Corp.
Patwood Roofing Co.
Phoenix Advisors, LLC
Professional Education Services, Inc. (P.E.S.I.)
Randolph Public Schools
Riverview School
Robert Wood Johnson University Hospital Somerset
Roxbury Community School - Preschool
rSchoolToday (RST)
S. Orange-Maplewood Schools
Sage Educational Enterprises
School District of the Chathams
Schwartz Simon Edelstein & Celso LLC
Sciarillo, Cornell, Medino, McKeever & Osborne LLC
Shepard School
RESCIND REORGANIZATION RESOLUTION #16 - APPOINTMENT - MEDICAL INSPECTOR (SCHOOL PHYSICIAN) - DATED JANUARY 4, 2016

*9. RESOLVED, that the Roxbury Township Board of Education rescind Reorganization Resolution #16, Appointment - Medical Inspector (School Physician), that was presented at the meeting of January 4, 2016.

APPOINTMENT - MEDICAL INSPECTOR (SCHOOL PHYSICIAN)

*10. RESOLVED, that the Roxbury Township Board of Education appoint Skylands Orthopaedics, 57 US Highway 46, Hackettstown, NJ, as Medical Inspector (School Physician) for the 2016/2017 school year at an annual cost of $25,500.

CONTRACTS

*11. RESOLVED, that the Roxbury Township Board of Education approve a contract with the Educational Services Commission of Morris County for Shared Services - Bidding/Purchasing Program 2016/2017 at a cost of $15,530.00 in cooperation with Educational Data Services, Inc. for the following:

- General Classroom Supplies
- Athletic Supplies
- Custodial Supplies
- Audio Visual
- Computer/Office
- Fine Art
- Home Economics
- Library Supplies
- Health Supplies
- Physical Education Supplies
- Science and Technology Supplies

*Mt. Arlington Representative votes
12. RESOLVED, that the Roxbury Township Board of Education approve a contract with Robert Kirchner, 138 Boss Rd., Stockton, NJ to provide up to twenty educational evaluations as set forth in student’s IEPs. Services will be provided commencing July 1, 2016 and terminating August 31, 2016; to be billed at the rate of $275.00 per evaluation.

13. RESOLVED, that the Roxbury Township Board of Education approve and award a contract for School Food Service Management for the 2016-2017 school year, to Aramark Educational Services, LLC., located at Aramark Tower, 1101 Market Street, 23rd Floor Philadelphia, PA 19107, it is the recommendation of the Business Administrator that the Roxbury Township Board of Education award the contract to Aramark Educational Services, LLC. subject to the following contractual provisions:

A. The District shall reimburse Aramark for all Reimbursable Items. The District shall pay to Aramark a management fee of $0.3562 per meal served under the National School Lunch Program, Breakfast Program, and for each Meal Equivalent served (the “Management Fee”).

B. The total of such Reimbursable Items and the Management Fee shall be referred to as “District’s Financial Obligation.”

C. The number of National School Lunch Program and Breakfast Program meals served to children shall be determined by actual count. A “Meal Equivalent” provided by Aramark is determined by dividing the total of cash receipts, other than from sales of National School Lunch Program, Breakfast Program meals, or Cash Equivalents, by the Equivalency Factor. The Equivalency Factor used to determine the number of Meal Equivalents served by Aramark shall be the amount of $3.42.

D. Financial Guarantee (Break-Even):

1) Projected Break-Even Budget: Aramark estimates that District’s Total Food Service Costs for the Current Year shall not exceed Gross Receipts for the Current Year for those items of revenue and expense set forth in the mutually agreed upon Projected Food Service Budget as stated in the addendum.

2) Reimbursement: Aramark agrees to reimburse District for the amount (the “FSMC Responsibility”), if any, by which District’s actual Total Food Service Costs for the Current Year exceed Gross Receipts for the Current Year (“District Shortfall”).

E. Reimbursement Conditions and Assumptions: Aramark’s obligation to reimburse District in accordance with Paragraph 4, above, shall remain in effect only during the Current Year and is contingent upon the following conditions and assumptions remaining in effect for the Current Year. In the event one or more of the following conditions and assumptions does not remain in effect for the Current Year, Aramark shall reduce its reimbursement to the District based upon the net effect of such conditions and assumption does not remain in effect.
1) Reimbursement rates for Food Service Program meals shall not be less than the prior year.

2) The District shall work with Aramark in a commercially reasonable manner to acquire USDA processed commodities for a total price (including all applicable costs and fees) commensurate with the then-current market price for a comparable commercial item.

3) There shall be at least One Hundred Eighty (180) full service days where breakfast is served for the Current Year.

4) There shall be at least One Hundred Eighty (180) full service days where lunch is served for the Current Year.

5) The average daily student enrollment for the Current Year shall be at least Three Thousand Six Hundred Seventy-nine (3,679).

6) The actual costs charged to the Food Service by the District shall not exceed $19,022 ($15,912 for monitoring and $3,110 for POS system changes) which are included in the projected operating expenses as set forth in Exhibit A, as stated in the addendum and made a part hereof.

7) Aramark’s obligation is based on the Federal and State minimum wage laws and health care benefit rates, laws, and regulations including, without limitation, any prevailing wage rates and laws, in effect as of January 1, 2016. Should the minimum wage or health and welfare benefit rates be increased above the January 1, 2016, level pursuant to any Federal, State or local law or regulation, Aramark’s obligation shall automatically be adjusted to cover increased net labor costs resulting directly or indirectly from such increase, including any retroactive adjustments.

8) All District expenses charged to the Food Service Program, including, without limitation, ongoing contract monitoring, annual point of sale system service and maintenance fees, pursuant to what is stated in the District’s RFP.

9) District and its representatives, including, but not limited to, the District liaison, school principals, teachers and District employees shall fully cooperate with Aramark and its representatives in the implementation of the Food Service Program and any mutually agreed upon modifications to the Food Service Program.

In the event any of the foregoing conditions or assumptions is not met during the Current Year, Aramark’s obligation shall be reduced by the amount of any increase in District’s Total Food Service Costs or reduction in Gross Receipts which is attributable to the changes in such conditions or assumptions. In the event the District requests a change (other than a material change that would necessitate commencement of a new RFP process) in a phase of the Food Service Program that would result in a decrease in Gross Receipts or an increase in Total Food Service Costs from the amounts set forth in the Projected Food Service Budget as in the addendum, Aramark shall advise the District of its estimate of the increase in the Total Food Service Costs or decrease in Gross Receipts attributable to such requested change, and the budget, including the Projected Food
Service Budget as stated in the addendum, agreed to by Aramark and District shall be adjusted to reflect such estimated increase in Total Food Service Costs or decrease in Gross Receipts.

In addition, in the event any federal, state, and/or local law, regulation or mandate requires (i) revisions to the original 21-day menu and/or (ii) significant changes to the nutritional requirements of the original 21-day menu, and/or (iii) material changes in conditions of food sales (e.g. serving a la carte or limiting food to be sold), the Projected Food Service Budget as stated in the addendum be adjusted to reflect the corresponding increase in Total Food Service Costs or decrease in Gross Receipts.

**GRANT APPLICATION**

*14. RESOLVED, that the Roxbury Township Board of Education hereby approves the submission of grant application for the 2016 Safety Grant Program through the New Jersey Schools Insurance Group for the purposes described in the application in the amount of $3,900 for the period July 1, 2016 through June 30, 2017.

**B. Education** (Resolutions 1-7)

The following motions recommended by the Superintendent and Interim Business Administrator are non-controversial, a matter of routine business and will be voted on by one motion.

**HIB REPORT**

*1. RESOLVED, that the Roxbury Township Board of Education acknowledges receipt of the Harassment, Intimidation, and Bullying Report ending June 21, 2016.

**FIELD TRIPS**

2. RESOLVED, that staff and students be approved for participation in the following educational events as per Board policy.

<table>
<thead>
<tr>
<th>Event</th>
<th>Estimated # Students</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>L/R – Grade 6 Day 06/13/2016</td>
<td>265</td>
<td>Horseshoe Lake</td>
</tr>
<tr>
<td>EMS – STEAM Grade 7 06/29-7/02/2016</td>
<td>2</td>
<td>Nashville, TN</td>
</tr>
<tr>
<td>Nixon – Grade 4 11/16/2016</td>
<td>60</td>
<td>Stirling Hill Mine</td>
</tr>
<tr>
<td>Nixon –LLD 07/21/2016</td>
<td>7</td>
<td>Circle Lanes Ledgewood</td>
</tr>
</tbody>
</table>
*3. RESOLVED, that staff and students be approved for participation in the following educational events as per Board policy.

<table>
<thead>
<tr>
<th>Event</th>
<th>Estimated # Students</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>RHS – OPUS 06/30/2016</td>
<td>16</td>
<td>Turtle Back Zoo West Orange</td>
</tr>
<tr>
<td>RHS – OPUS 07/07/2016</td>
<td>16</td>
<td>Circle Lanes Bowling Ledgewood</td>
</tr>
<tr>
<td>RHS – OPUS 07/12/2016</td>
<td>16</td>
<td>Branchburg Sports Complex</td>
</tr>
<tr>
<td>RHS – OPUS 07/21/2016</td>
<td>16</td>
<td>Glass Works Studio Morristown</td>
</tr>
<tr>
<td>RHS – VISTA 06/29/2016</td>
<td>17</td>
<td>Circle Lanes Bowling Ledgewood</td>
</tr>
<tr>
<td>RHS – VISTA 07/06/2016</td>
<td>17</td>
<td>Rockaway Mall</td>
</tr>
<tr>
<td>RHS – VISTA 07/13/2016</td>
<td>16</td>
<td>Home Depot/Library/Social Services/Rec/Cliffs</td>
</tr>
<tr>
<td>RHS – VISTA 07/19/2016</td>
<td>17</td>
<td>Medieval Times Lyndhurst</td>
</tr>
</tbody>
</table>

**OUT-OF-DISTRICT PLACEMENTS/SERVICES - 2016/2017**

*4. RESOLVED, that the Roxbury Township Board of Education approve the 2016/2017 Out-of-District Placements/Services listed below.

<table>
<thead>
<tr>
<th>File Number</th>
<th>School or Provider</th>
<th>Total Cost</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>205371</td>
<td>Allegro School</td>
<td>$96,810.00</td>
<td>07/11/16-06/30/17</td>
</tr>
<tr>
<td>207216</td>
<td>Windsor Learning Center</td>
<td>$64,050.00</td>
<td>07/05/16-06/30/17</td>
</tr>
<tr>
<td>108981</td>
<td>Hunterdon Preparatory School</td>
<td>$53,403.00</td>
<td>07/06/16-06/30/17</td>
</tr>
<tr>
<td>207265</td>
<td>The ARC of Essex County’s Stepping Stones School</td>
<td>$111,300.00</td>
<td>07/01/16-06/30/17</td>
</tr>
<tr>
<td>203761</td>
<td>Temanova Group Inc. t/a Chapel Hill Academy</td>
<td>$69,300.00</td>
<td>07/01/16-06/30/17</td>
</tr>
</tbody>
</table>

**TUITION STUDENTS**

*5. RESOLVED, that the Roxbury Township Board of Education approve the following tuition contract agreements for the 2016/2017 Extended School Year.

<table>
<thead>
<tr>
<th>Student ID</th>
<th>Sending District</th>
<th>Program</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>9045660506</td>
<td>Byram Township Public Schools</td>
<td>Autistic</td>
<td>$10,380.20</td>
</tr>
<tr>
<td>9583006931</td>
<td>Hopatcong Public Schools</td>
<td>Autistic</td>
<td>$7000.20</td>
</tr>
<tr>
<td>2341433856</td>
<td>Dover Public Schools</td>
<td>Autistic</td>
<td>$10,380.20</td>
</tr>
<tr>
<td>6184735068</td>
<td>Dover Public Schools</td>
<td>Autistic</td>
<td>$7000.20</td>
</tr>
<tr>
<td>9360251389</td>
<td>Dover Public Schools</td>
<td>Autistic</td>
<td>$7000.20</td>
</tr>
<tr>
<td>6707825125</td>
<td>Mt. Arlington Public Schools</td>
<td>LLD</td>
<td>$2,504.00</td>
</tr>
</tbody>
</table>

*Mt. Arlington Representative votes
*6. RESOLVED, that the Roxbury Township Board of Education approve the following tuition contract agreements for the 2016/2017 School Year Programs.

<table>
<thead>
<tr>
<th>Student ID</th>
<th>Sending District</th>
<th>Program</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>9045660506</td>
<td>Byram Township Public Schools</td>
<td>Autistic</td>
<td>$69,441.00</td>
</tr>
<tr>
<td>9583006931</td>
<td>Hopatcong Public Schools</td>
<td>Autistic</td>
<td>$42,001.00</td>
</tr>
<tr>
<td>9629076947</td>
<td>Randolph Public Schools</td>
<td>LLD (Delta)</td>
<td>$28,260.00</td>
</tr>
<tr>
<td>2341433856</td>
<td>Dover Public Schools</td>
<td>Autistic</td>
<td>$69,441.00</td>
</tr>
<tr>
<td>6184735068</td>
<td>Dover Public Schools</td>
<td>Autistic</td>
<td>$42,001.00</td>
</tr>
<tr>
<td>9360251389</td>
<td>Dover Public Schools</td>
<td>Autistic</td>
<td>$42,001.00</td>
</tr>
</tbody>
</table>

**TUITION STUDENT WITHDRAWAL**

7. RESOLVED, that the Roxbury Township Board of Education approve the withdrawal of the following tuition students which were previously approved to participate in Roxbury Township Public School Extended School Year programs.

<table>
<thead>
<tr>
<th>Student ID</th>
<th>Sending District</th>
<th>Program</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>5593381615</td>
<td>Livingston Public Schools</td>
<td>MD VISTA at Roxbury H.S.</td>
<td>$5,492.80</td>
</tr>
<tr>
<td>2177575177</td>
<td>Mt. Arlington Public Schools</td>
<td>LLD OPUS at Roxbury H.S.</td>
<td>$3,130.00</td>
</tr>
</tbody>
</table>

**C. Policies (Resolutions 1-18)**

The following motions recommended by the Superintendent and Interim Business Administrator are non-controversial, a matter of routine business and will be voted on by one motion.

*1. RESOLVED, that the Roxbury Township Board of Education approve the attached Policy 0167, Public Participation in Board Meetings, for second reading. (Exhibit #1)

*2. RESOLVED, that the Roxbury Township Board of Education approve the attached Policy 0168, Recording Board Meetings, for second reading. (Exhibit #2)

*3. RESOLVED, that the Roxbury Township Board of Education approve the attached Policy 1240, Evaluation of Superintendent, for second reading. (Exhibit #3)

*4. RESOLVED, that the Roxbury Township Board of Education approve the attached Regulation R1240, Evaluation of Superintendent, for second reading. (Exhibit #4)

*5. RESOLVED, that the Roxbury Township Board of Education approve the attached Policy 2422, Health and Physical Education (Revised), for second reading. (Exhibit #5)
6. RESOLVED, that the Roxbury Township Board of Education approve the attached Policy 3221, Evaluation of Teachers, for second reading. (Exhibit #6)

7. RESOLVED, that the Roxbury Township Board of Education approve the attached Regulation R3221, Evaluation of Teachers, for second reading. (Exhibit #7)

8. RESOLVED, that the Roxbury Township Board of Education approve the attached Policy 3222, Evaluation of Teaching Staff Members, excluding Teachers and Admin, for second reading. (Exhibit #8)

9. RESOLVED, that the Roxbury Township Board of Education approve the attached Regulation R3222, Evaluation of Teaching Staff Members, excluding Teachers and Admin, for second reading. (Exhibit #9)

10. RESOLVED, that the Roxbury Township Board of Education approve the attached Policy 3223, Evaluation of Administrators, excluding Principals, VP’s and AP’s, for second reading. (Exhibit #10)

11. RESOLVED, that the Roxbury Township Board of Education approve the attached Regulation R3223, Evaluation of Administrators, excluding Principals, VP’s and AP’s, for second reading. (Exhibit #11)

12. RESOLVED, that the Roxbury Township Board of Education approve the attached Policy 3224, Evaluation of Principals, VP’s and AP’s, for second reading. (Exhibit #12)

13. RESOLVED, that the Roxbury Township Board of Education approve the attached Regulation R3224, Evaluation of Principals, VP’s and AP’s, for second reading. (Exhibit #13)

14. RESOLVED, that the Roxbury Township Board of Education approve the attached Policy 3431.1, Family Leave (Teaching Staff), for second reading. (Exhibit #14)

15. RESOLVED, that the Roxbury Township Board of Education approve the attached Policy 4431.1, Family Leave (Support Staff), for second reading. (Exhibit #15)

16. RESOLVED, that the Roxbury Township Board of Education approve the attached Policy 5337, Service Animals, for second reading. (Exhibit #16)
June 27, 2016

*17. RESOLVED, that the Roxbury Township Board of Education approve the attached Policy 5516, Use of Electronic Communication and Recording Devices, for second reading. (Exhibit #17)

*18. RESOLVED, that the Roxbury Township Board of Education approve the attached Policy 8550, Outstanding Food Service Charges, for second reading. (Exhibit #18)

D. Personnel (Resolution 1-43)

The following motions recommended by the Superintendent and Interim Business Administrator are non-controversial, a matter of routine business and will be voted on by one motion.

**TERMINATION OF EMPLOYMENT - PROFESSIONAL STAFF**

1. RESOLVED, that Employee number 6385 be terminated in accordance with the notice provision of the employment contract effective June 30, 2016.

**LEAVES OF ABSENCE**

2. RESOLVED, that Ms. Kathleen P. Ruiz, Second Grade Teacher at the Jefferson School, be granted a leave of absence retroactive to June 9, 2016 using available sick and personal days and thereafter an unpaid leave of absence until released by her physician.

3. RESOLVED, that Ms. Alexis Tardive, First Grade Teacher at the Franklin School, be granted a leave of absence effective September 1, 2016 using twenty-nine (29) sick days until released by her physician and thereafter an unpaid leave of absence under the Family Leave Act through January 2, 2017.

**RESIGNATIONS**

4. RESOLVED, that the resignation for personal reasons of Ms. Kathleen P. Ruiz, Second Grade Teacher at the Jefferson School, be accepted effective July 1, 2016.

5. RESOLVED, that the resignation for personal reasons of Ms. Leslie Longo, Secretary at the Eisenhower Middle School, be accepted effective July 29, 2016.

*6. RESOLVED, that the resignation for personal reasons of Ms. Pamela Nicholais, Director of Transportation, be accepted effective July 1, 2016.
*7. RESOLVED, that the resignation for retirement purposes of Ms. Bea Strohmeyer, Secretary at Special Services, be accepted effective August 1, 2016.

*8. RESOLVED, that the resignation for retirement purposes of Ms. Betty Ann Tola, Bus Driver, be accepted effective September 1, 2016.

9. RESOLVED, that the resignation for personal reasons of Ms. Joanne Hugues, P/T Special Education Aide at Nixon School, be accepted effective July 1, 2016.

10. RESOLVED, that the resignation for personal reasons of Ms. Sarah Grubin, P/T Special Education Aide at Jefferson School, be accepted effective July 1, 2016.

*11. RESOLVED, that the resignation for personal reasons of Mr. Gary Irwin, Assistant Boys' Basketball Coach at Roxbury High School, be accepted effective June 28, 2016.

ERRATUM – PERSONNEL RESOLUTION #6 – DATED JUNE 6, 2016

*12. RESOLVED, that the resignation for retirement purposes of Mr. Thomas Healy, Bus Driver, be accepted effective July 1, 2016.

SUPERINTENDENT MERIT GOALS

*13. RESOLVED, that the Roxbury Township Board of Education hereby recognizes that Ms. Loretta Radulic has met the qualitative and quantitative criteria objectives as outlined in the merit goals and are submitted to the Executive County Superintendent for approval.

JOB DESCRIPTION

*14. RESOLVED, that Job Description, Director of Guidance, be approved for the 2016/2017 school year.

TRANSFER

15. RESOLVED, that the staff member listed below be transferred as indicated effective August 1, 2016 for the 2016/2017 school year. Ms. Perez is replacing Ms. Clebak.

<table>
<thead>
<tr>
<th>Name</th>
<th>(16/17) From</th>
<th>(16/17) To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cynthia Perez</td>
<td>Grade III - Step 6 Secretary - L/R - Asst. Principal $49,129</td>
<td>Grade IV - Step 6 Secretary - L/R - Principal $50,479</td>
</tr>
</tbody>
</table>
REAPPOINTMENT - NON-TENURED PROFESSIONAL STAFF

16. RESOLVED, that the non-tenured staff member listed below be reappointed for the 2016/2017 school year at the salary indicated.

<table>
<thead>
<tr>
<th>Reappointment - Non Tenured Professional Staff - 2016/2017</th>
<th>Eisenhower Middle School</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Name</td>
<td>First Name</td>
</tr>
<tr>
<td>-----------</td>
<td>------------</td>
</tr>
<tr>
<td>Saavedra</td>
<td>Julieth</td>
</tr>
</tbody>
</table>

REAPPOINTMENT - NURSE COORDINATOR

*17. RESOLVED, that the Nurse Coordinator listed below be reappointed for the 2016/2017 school year.

<table>
<thead>
<tr>
<th>2016/2017 - Nurse Coordinator*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Dale Cropley</td>
</tr>
<tr>
<td>Julie Richmond</td>
</tr>
</tbody>
</table>

*Each Co-Coordinator will work two weeks during summer to fulfill the additional month of the 11-month position

APPOINTMENTS

*18. RESOLVED, that Ms. Emilie Bacchetta be appointed to the position of Director of Guidance effective July 1, 2016 for the 2016/2017 school year at a salary of $114,000.

*19. RESOLVED, that Mr. Scott Schilling be appointed to the position of Art Teacher for Roxbury High School effective September 1, 2016 through June 30, 2017. Mr. Schilling is replacing Ms. Danielle Alvarado who resigned.

- Degree: BA, William Paterson, 2015
- Certification: Teacher of Art (CEAS)
- Salary: Step 1 of the 2016/2017 BA Guide, $51,699

A background check, as required by State law, has been completed.
*20. RESOLVED, that Ms. Lisa Corliss be appointed to the position of Special Education Teacher for the VISTA Program at Roxbury High School effective September 1, 2016 through June 30, 2017. This is a new position.

Degree: MA, Pacific Lutheran University, 2005
BA, Montana State University-Billings, 1999
Certification: Elementary School Teacher in Grades K-5
Teacher of Students with Disabilities
Experience: 2012-2016: Special Education Teacher, PG Chambers School, Cedar Knolls, NJ
2007-2011: Special Education Teacher, Cabarrus County Schools, Cox Mill Elementary, Concord, NC
2005-2007: Special Education Teacher, Iredell-Statesville Schools, Celeste Henkel Elementary, Statesville, NC
2000-2005: Special Education Teacher, Franklin Pierce School District, Keithley Middle School, Tacoma, WA
Salary: Step 15 of the 2016/2017 MA+30 Guide, $72,431

A background check, as required by State law, has been completed.

21. RESOLVED, that Ms. Erin Murray-Alberque be appointed to the position of Special Education Teacher for the Lincoln/Roosevelt School effective September 1, 2016 through June 30, 2017. This is a new position.

Degree: BA, Montclair State University, 2013
Certification: Teacher of Students with Disabilities (CE)
Elementary School Teacher in Grades K-6 (CEAS)
Salary: Step 1 of the 2016/2017 BA+15 Guide, $54,199

A background check, as required by State law, has been completed.

22. RESOLVED, that Ms. Katheryne Szatkiewicz be appointed to the position of Fourth Grade Teacher for the Nixon School effective September 1, 2016 through June 30, 2017. Ms. Szatkiewicz is replacing Mr. Kurtis Start who is being transferred to another position.

Degree: BA, Arcadia University, 2008
Certification: Elementary School Teacher in Grades K-6
Experience: 2015-2016: Grade 5 Teacher, Sparta Township Public Schools, Sparta, NJ
2011-2014: Grade 4 Teacher, Rutherford Public Schools, Rutherford, NJ

A background check, as required by State law, has been completed.
23. RESOLVED, that Ms. Stephanie Echevarria be appointed to the position of Second Grade Teacher for the Nixon School effective September 1, 2016 through June 30, 2017. Ms. Echevarria is replacing Ms. Laurel Hartmann who resigned.

   Degree: BA, William Paterson University 2012
   Certification: Elementary School Teacher in Grades K-6
   Experience: 2012-2016: Grade 2 Teacher, Passaic Arts & Science Charter School, Passaic, NJ
   Salary: Step 1 of the 2016/2017 BA Guide, $51,699

   A background check, as required by State law, has been completed.

24. RESOLVED, that Ms. Shannon Perrone be appointed to the position of Music/Instrumental Teacher for the Lincoln/Roosevelt School effective September 1, 2016 through June 30, 2017. Ms. Perrone is replacing Ms. Joanne Bartschat who is retiring.

   Degree: MA, Messiah College, 2014
            BA, William Paterson University, 2008
   Certification: Teacher of Music

   A background check, as required by State law, has been completed.

25. RESOLVED, that Ms. Kate Katz be appointed to the position of Music/Instrumental Teacher for the Lincoln/Roosevelt School effective September 1, 2016 through June 30, 2017. This is a new position.

   Degree: BA, The College of New Jersey, 2008
   Certification: Teacher of Music
   Experience: 2009-2016: Instrumental Music Teacher, Branchburg Township Board of Education, Branchburg, NJ
   Salary: Step 8-9 of the 2016/2017 BA+30 Guide, $58,199

   A background check, as required by State law, has been completed.
26. RESOLVED, that Ms. Christine Domanico be appointed to the position of leave replacement Grade Four Teacher for the Jefferson School effective September 1, 2016 through December 22, 2016 and thereafter on an as-needed basis for the 2016/2017 school year. Ms. Domanico is replacing Ms. Stacey Carroll who is on a leave of absence.

Degree: MA, Seton Hall University, 1998
BA, University of Maryland, 1993
Certification: Elementary School Teacher
Experience:
2015-2016: Leave Replacement Teacher, Roxbury Township School District
2013-2015: Fifth Grade Teacher, Allamuchy Township Board of Education
1993-2003: Third Grade Teacher, Roxbury Township Board of Education
Salary: Step 1 of the 2013/2014 BA Guide $50,802 (prorated)

A background check, as required by State law, has been completed.

*27. RESOLVED, that the following personnel be appointed as Coaches at Roxbury High School for the 2016/2017 school year.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Step</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cheerleading</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Schneider, Wendy</td>
<td>Assistant Coach - Fall</td>
<td>3</td>
<td>$4,029</td>
</tr>
<tr>
<td>Cosenza, Devon</td>
<td>Assistant Coach - Fall</td>
<td>3</td>
<td>4,029</td>
</tr>
<tr>
<td>Schneider, Wendy</td>
<td>Head Coach - Winter</td>
<td>3</td>
<td>4,503</td>
</tr>
<tr>
<td><strong>Basketball - Boys</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Boyle, Colin</td>
<td>Assistant Coach</td>
<td>3</td>
<td>5,768</td>
</tr>
</tbody>
</table>

28. RESOLVED, that the following personnel be appointed as an Extracurricular Advisor at the Eisenhower Middle School for the 2016/2017 school year.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Step</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tucker, Elizabeth</td>
<td>Builder's Club</td>
<td>½ of 3</td>
<td>$1,070</td>
</tr>
</tbody>
</table>

29. RESOLVED, that Ms. Ellen Ng, Vocal Music Teacher at the Nixon School, be appointed as the Piano Accompanist for the 2015/2016 Lincoln/Roosevelt Winter and Spring choral concerts for a salary of $250 for each concert.

*30. RESOLVED, that Mr. Chris Bluett be appointed as a Transportation Consultant effective June 27, 2016 at a rate of $50.00 per hour not to exceed $3000.00.
**VOLUNTEER - COMPUTER SERVICES**

*31. RESOLVED, that Mr. Anthony Caivano be approved to work as a volunteer in the Computer Services Department for the 2016/2017 school year.

**PROFESSIONAL DEVELOPMENT TRAINING**

*32. RESOLVED, that the individuals listed below be approved for summer Professional Development training for four (4) days at $37 per hour for the 2016/2017 school year.

Jessica Blewitt  Jesse Hancock  Philip Moskowitz
Daniel Coiro    Kelsey Harris  Caryn Trautz
Joseph Piloramo

**SCHOOL TECHNOLOGY PLAN COMMITTEE - RHS**

*33. RESOLVED, that the individuals listed below be approved to participate in their school-based Technology Committees at Roxbury High School to develop a School Technology plan for the 2016/2017 school year as indicated below at a salary of $100 for one (1) day.

Roxana Caivano  RHS
Bohdanka Demova RHS
Joseph Piloramo RHS
Michael Gottfried RHS
Laura Schmidt   RHS

**SCHOOL TECHNOLOGY PLAN COMMITTEE**

34. RESOLVED, that the individuals listed below be approved to participate in their school-based Technology Committees to develop a School Technology plan for the 2016/2017 school year as indicated below at a salary of $100 for one (1) day.

Jessica Blewitt  EMS
Louis Meola     EMS
Philip Moskowitz EMS
Jennifer Hallet  L/R
Jason Tate      L/R
Jean Tom        L/R
SUMMER EMPLOYMENT FOR MANDATED SPECIAL EDUCATION

35. RESOLVED, that the staff listed below be approved during the summer of 2016 to conduct mandated meeting with parents and staff to determine evaluative status, IEP’s, and other appropriate activities required under the changes in the New Jersey law governing Special Education.

<table>
<thead>
<tr>
<th>Name</th>
<th>Location</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lauren Brennan</td>
<td>EMS</td>
<td>$39.34</td>
</tr>
<tr>
<td>Jessica Loeb</td>
<td>EMS</td>
<td>47.28</td>
</tr>
</tbody>
</table>

APPOINTMENT - TITLE 1 SUMMER SCHOOL

36. RESOLVED, that the staff listed below be appointed to the 2016/2017 Title 1 Summer School Program at the Nixon School effective July 5, 2016 through July 29, 2016 for approximately five (5) hours per day at the salary indicated. In addition to the program dates, teachers are required to be available at least one day prior to July 5, 2016.

**Substitute Teachers ($35/hour)**

Russell Redmond  
Jill Rubenstein  
Brenda Wilson  
Katerina Peck  
Paula Abdallah  
Stacy Waldron  
Kristen Bonnefond

**Paraprofessionals ($12/hour)**

Jason Tannenholz  
Brenda Wilson

**Substitute Paraprofessionals ($12/hour)**

Russell Redmond  
Jill Rubenstein  
Paula Abdallah

**Nurse ($35/hour)**

Rachelle Kovacs

**Substitute Nurse ($35/hour)**

Barbara Beere  
Jessica Pecorino  
Jon Eklund
EXTENDED SCHOOL YEAR PROGRAM

*37. RESOLVED, that the staff listed below be appointed to the 2016/2017 Extended Year Program.

<table>
<thead>
<tr>
<th>Program</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extended School Year - 4 Week Program</td>
<td>June 27, 2016 - July 21, 2016</td>
</tr>
<tr>
<td>Extended School Year - 5 Week Program</td>
<td>June 27, 2016 - July 28, 2016</td>
</tr>
<tr>
<td>Extended School Year - 6 Week Program</td>
<td>June 27, 2016 - August 4, 2016</td>
</tr>
</tbody>
</table>

8:30 AM - 1:30 PM

- Teachers/Nurses - $35/Hour
- Substitute Teachers - $35/Hour
- Aides - $12/Hour
- Substitute Aides - $12/Hour
- Job Coach - $21/Hour
- Substitute Job Coach - $21/Hour

**Job Coach**

- Ryan Gibson

**Substitutes**

- Lisa Henricksen
- Russel Redmond
- Samantha Bonnefond
- Deidre Sparano
- Rocio Uribe
- Lauryn Neary
- Alan Kaminetsky
- Katerina Peck
- Allison Montgomery

APPROVAL CURRICULUM WRITING

*38. RESOLVED, that the individual listed below be approved to rewrite curriculum for the 2016/2017 school year as indicated below at a salary of $46 per hour per course not to exceed seventeen (17) hours per course by August 31, 2016.

**Course - Rewrite**

- College Prep Math (Fall), Grade 12: Lise McLoughlin
- College Prep Math (Spring), Grade 12: Lise McLoughlin

39. RESOLVED, that the individual listed below be approved to rewrite curriculum for the 2016/2017 school year as indicated below at a salary of $46 per hour per course not to exceed thirty (30) hours per course by August 31, 2016.

**Course - Rewrite**

- Gifted and Talented, K-6: Karen Fasino
**SALARY ADJUSTMENT - PROFESSIONAL STAFF**

*40.  RESOLVED, that the staff member listed below at Roxbury High School has their salary adjusted as follows effective September 1, 2016 for the 2016/2017 school year.

<table>
<thead>
<tr>
<th>Name</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Birsen Mansur</td>
<td>BA, Step 4</td>
<td>BA+15, Step 4</td>
</tr>
<tr>
<td></td>
<td>$52,599</td>
<td>$55,099</td>
</tr>
<tr>
<td></td>
<td>Special Education Teacher</td>
<td>Special Education Teacher</td>
</tr>
</tbody>
</table>

**SALARY ADJUSTMENTS**

41.  RESOLVED, that the staff member listed below at the Eisenhower Middle School has their salary adjusted as follows retroactive to September 1, 2015 for the 2016/2017 school year.

<table>
<thead>
<tr>
<th>Name</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marie Pessolano</td>
<td>Builder’s Club Advisor</td>
<td>Builder’s Club Co-Advisor</td>
</tr>
<tr>
<td></td>
<td>Step 3, $2,139</td>
<td>½ of Step 3, $1,070</td>
</tr>
</tbody>
</table>

42.  RESOLVED, that the following salary adjustments be approved for the staff members listed:

<table>
<thead>
<tr>
<th>Name</th>
<th>(16/17) From</th>
<th>(16/17) To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suzanne Schisler*</td>
<td>Grade II - Step 3 - Secretary $22,792+</td>
<td>Grade II - Step 3 - Secretary $18,993+</td>
</tr>
<tr>
<td>Cynthia Hemmer</td>
<td>Part-Time Special Education Aide Step 7, $18.91 hourly</td>
<td>Part-Time Special Education Aide Step 8, $19.58 hourly</td>
</tr>
</tbody>
</table>

* Non-Tenured Employee  + Part-Time 10-Month Secretary
COMMUNITY SCHOOL

ERRATUM TO JUNE 6, 2016, APPOINTMENT, PERSONNEL RESOLUTION #58

*43. RESOLVED, that the staff listed below be appointed for the 2016 Summer School Course Offerings. All expenses will be paid out of collected tuitions and employment is dependent upon sufficient enrollment. Rate of pay to be determined by position filled.

<table>
<thead>
<tr>
<th>Instructor</th>
<th>Fees</th>
<th>Program / Location / Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daniel Colditz</td>
<td>$15/Hour, Sub Aide</td>
<td>Calling All Kids and Summer Enrichment Camp / Franklin / June-July 2016</td>
</tr>
<tr>
<td>Kelsey Harris</td>
<td>$25/Hour, Sub Teacher Half Day - $750/Student</td>
<td></td>
</tr>
<tr>
<td>Patrice Ianco</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alan Kaminetsky</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Anne Marantz</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Christine Mederos</td>
<td>$15/Hour, Sub Aide</td>
<td></td>
</tr>
<tr>
<td>Jacqueline Sheplak-Lewis</td>
<td>$25/Hour, Sub Teacher Full Day - $1,250/Student</td>
<td></td>
</tr>
<tr>
<td>Laura Shannon</td>
<td></td>
<td>Broadway Bound / Roxbury HS / July 2016</td>
</tr>
<tr>
<td>Stacy Spicka</td>
<td></td>
<td>Breakfast Club / Franklin School / June-July 2016</td>
</tr>
<tr>
<td>Rebecca Szigeti</td>
<td></td>
<td>Breakfast Club / Franklin School / June-July 2016</td>
</tr>
<tr>
<td>Samantha Tironi</td>
<td></td>
<td>Sunset Club / Franklin School / June-July 2016</td>
</tr>
<tr>
<td>Gina Eskay</td>
<td>$15/Hour, Sub Aide</td>
<td>Sunset Club / Franklin School / June-July 2016</td>
</tr>
<tr>
<td>Lisa Brosko</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Uta Burke</td>
<td>$25/Hour, Sub Nurse</td>
<td></td>
</tr>
<tr>
<td>Michelle Hachey</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rebecca Szigeti</td>
<td>$25/Hour, ELA Teacher</td>
<td></td>
</tr>
<tr>
<td>Alexandra Otto</td>
<td>$12/Hour, Aide</td>
<td></td>
</tr>
<tr>
<td>Laura Shannon</td>
<td>$100/Student</td>
<td></td>
</tr>
<tr>
<td>Laura Shannon</td>
<td>$100/Student</td>
<td></td>
</tr>
<tr>
<td>Gina Eskay</td>
<td>$15/Hour, Aide</td>
<td></td>
</tr>
<tr>
<td>Gina Eskay</td>
<td>$15/Hour, Aide</td>
<td></td>
</tr>
</tbody>
</table>

*Mt. Arlington Representative votes
RESOLVED, that the staff listed below be appointed for the 2016/2017 Roxbury Community School Course Offerings. All expenses will be paid out of collected tuitions and employment is dependent upon sufficient enrollment. Teachers/Instructors receive a percentage of tuition based on enrollment and agreement with the Community School.

<table>
<thead>
<tr>
<th>Instructor</th>
<th>Fees</th>
<th>Program / Location / Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daniel Arnold</td>
<td>$25/per half hour, $27/per half hour</td>
<td>Applied Music Lessons / Roxbury High School - September 2016 – June 2017</td>
</tr>
<tr>
<td>Jeffrey Conrad</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Patrick Hachey</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Richard Hartsuiker</td>
<td></td>
<td></td>
</tr>
<tr>
<td>R. Daniel Salyerds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eric Schmidt</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sandy Taylor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laura Hyde</td>
<td>$25/hour, $210/student</td>
<td>Ski Club / Roxbury High School / Winter 2017</td>
</tr>
<tr>
<td>Jill Scalera</td>
<td></td>
<td></td>
</tr>
<tr>
<td>William O’Brien</td>
<td>$25/hour, $210/student</td>
<td>Ski Club / Eisenhower Middle School / Winter 2017</td>
</tr>
<tr>
<td>Steve Soergel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Susanna Rodgers</td>
<td>$25/hour, $210/student</td>
<td>Ski Club / Lincoln Roosevelt School / Winter 2017</td>
</tr>
<tr>
<td>Shawn P. Smith</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

RESOLVED, that the staff listed below be appointed for the 2016/2017 Roxbury Community School Course Offerings. All expenses will be paid out of collected tuitions and employment is dependent upon sufficient enrollment. Teachers/Instructors receive a percentage of tuition based on enrollment and agreement with the Community School.

<table>
<thead>
<tr>
<th>Instructor</th>
<th>Tuition</th>
<th>Course / Location</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accents on Dance</td>
<td>$15/Student</td>
<td>Country Fusion / Accents on Dance Studio</td>
<td>July – August 2016</td>
</tr>
<tr>
<td>Accents on Dance</td>
<td>$75/Student</td>
<td>Hip Hop Dance / Franklin</td>
<td>September – November 2016</td>
</tr>
<tr>
<td>Accents on Dance</td>
<td>$75/Student</td>
<td>Hip Hop Dance / Jefferson</td>
<td>November – December 2016</td>
</tr>
<tr>
<td>Accents on Dance</td>
<td>$75/Student</td>
<td>Hip Hop Dance / Kennedy</td>
<td>January – February 2017</td>
</tr>
<tr>
<td>Accents on Dance</td>
<td>$75/Student</td>
<td>Hip Hop Dance / Nixon</td>
<td>March – April 2017</td>
</tr>
<tr>
<td>Accents on Dance</td>
<td>$75/Student</td>
<td>Hip Hop Dance / Franklin</td>
<td>April – May 2017</td>
</tr>
<tr>
<td>Accents on Dance</td>
<td>$80/Student per month</td>
<td>Recreation Dance / Franklin</td>
<td>September – June 2016</td>
</tr>
</tbody>
</table>
E. Executive Session (Resolution 1)

EXECUTIVE SESSION

*1. WHEREAS, Chapter 231, P.L. 1975, also known as the Sunshine Law, authorizes a public body to meet in Executive Session under certain limited circumstances; and

WHEREAS, said law requires the Board of Education to adopt a resolution at a public meeting before it can meet in such an Executive Session; and

WHEREAS, the Board of Education is anticipating to hold a Regular Meeting on July 25, 2016 at 6:30 p.m. at Roxbury High School; and

WHEREAS, the Board of Education intends to discuss matters in Executive Session at this meeting;

NOW THEREFORE, BE IT RESOLVED, that the Roxbury Township Board of Education expects to discuss personnel, student matters and matters covered by attorney client privilege during the aforementioned Executive Session; and

BE IT FURTHER RESOLVED, that the public portion of the aforementioned Roxbury Township Board of Education meeting will commence at 7:30 p.m.

XVI. PUBLIC COMMENTS – (There is a three minute time limit, per Board Policy)

XVII. EXECUTIVE SESSION – (IF NECESSARY)

XVIII. PUBLIC SESSION – (IF NECESSARY)

XIX. ADJOURNMENT
0167 PUBLIC PARTICIPATION IN BOARD MEETINGS

The Board of Education recognizes the value of public comment on educational issues and the importance of allowing members of the public to express themselves on school matters of community interest.

In order to permit the fair and orderly expression of such comment, the Board shall set aside a portion of every Board meeting, the length of the portion to be determined by the Board, for public comment on any school or school district issue that a member of the public feels may be of concern to the residents of the school district.

Public participation shall be governed by the following rules:

1. A participant must be recognized by the presiding officer and must preface comments by an announcement of his/her name, municipality of residence, and group affiliation, if applicable;

2. Each statement made by a participant shall be limited to no more than three (3) minutes' duration;

3. No participant may speak more than once on the same topic until all others who wish to speak on that topic have been heard;

4. All statements, questions, or inquiries shall be directed to the presiding officer and any questions or inquiries directed by a participant to another Board member shall be redirected to the presiding officer who shall determine if such statement, question, or inquiry shall be addressed by the presiding officer on behalf of the Board or by the individual Board member;

5. The presiding officer may:

a. Interrupt, warn, and/or terminate a participant's statement, question, or inquiry when it is too lengthy;

b. Interrupt and/or warn a participant when the statement, question, or inquiry is abusive, obscene, or may be defamatory;

c. Request any person to leave the meeting when that person does not observe reasonable decorum;
d. Request the assistance of law enforcement officers in the removal of a disorderly person when that person prevents or disrupts a meeting with an act that obstructs or interferes with a meeting;

e. Call for a recess or an adjournment to another time when the lack of public decorum interferes with the orderly conduct of the meeting; and

f. Waive these rules when necessary for the protection of privacy or to maintain an orderly operation of the Board meeting.

N.J.S.A. 2C:33-8
N.J.S.A. 10:4-12

Adopted:
0168 RECORDING BOARD MEETINGS

The Board of Education directs the creation and maintenance of an official record of the formal proceedings of the Board and will permit the unofficial recording of Board meetings in accordance with this Bylaw.

Minutes

The Board shall keep reasonably comprehensible minutes of all its meetings showing the time and place, the members present, the subject considered, the actions taken, the vote of each member, information sufficient to explain the actions taken, and any other information required to be shown in the minutes by law.

Minutes of public meetings shall be public records signed by the Board Secretary and filed in the Board Secretary’s office in a minute book as the permanent record of the acts of this Board.

Minutes of executive meetings shall be filed in the Board Secretary’s office in a place separate from the minute book until the time, if any, when the proceedings may be made public. At that time, the minutes shall be public records and shall be filed in the regular minute book.

The Board Secretary shall provide each Board member with a copy of the minutes prior to Board approval.

Recording by the Public

A member of the public may record the proceedings of a public meeting of the Board provided the audio or video recording process complies with reasonable guidelines as outlined in this Bylaw. These guidelines are adopted to ensure the recording of the public meeting does not interrupt the proceedings, inhibit the conduct of the meeting, or distract Board members or other observers present at the meeting.

The Board will permit the use of audio or video recording devices by members of the public to record public meetings.

Prior notice to audio or video record a public meeting is not required provided the person operates the recording device while sitting in the area designated by the Board for public seating. The recording of a meeting from this area shall not obstruct or distract any member of the public from observing and listening to the proceedings of the meeting. If the recording is obstructing the view or is distracting to members of the public, the presiding officer or designee will require the person recording the meeting to relocate to another area of the meeting room.
In the event a member of the public wants or needs to audio or video record a public meeting from an area other than the area designated for public seating, the person shall provide notice of such request to the Board Secretary in advance of the meeting. The Board Secretary or designee shall review the recording guidelines outlined in this Bylaw with the person requesting to record the meeting.

Any member of the public wanting to use a recording device from an area other than the area designated for public seating must be located and operated from inconspicuous locations in the meeting room as determined by the presiding officer or designee. Prior to the meeting, the presiding officer or designee will determine the location of each recording device so each video recording device can record the meeting with an unobstructed view and each audio recording device can record a meeting so the speakers and meeting proceedings can be properly recorded. The location of any recording device operated from an area other than the area designated for public seating will be in an area of the meeting room that is not distracting or obtrusive to Board members, members of the public, or the orderly operation of the meeting. Any recording device used outside the area designated for public seating shall be located within a similar distance from the Board as the public seating area. The presiding officer or designee shall determine when the number of recording devices used outside the area designated for public seating interferes with the conduct of a Board meeting and may order that an interfering recording device be removed or relocated.

Additional lighting shall not be used unless approved by the presiding officer or designee prior to the meeting. All recording devices and any related equipment must be battery operated or operational without the use of district electricity as the district will not permit such equipment to be connected to the school district’s electrical service.

The presiding officer or designee shall determine if a recording device interferes with the conduct of a Board meeting and may order that an interfering device be relocated.

N.J.S.A. 10:4-14

Adopted:
1240 EVALUATION OF SUPERINTENDENT

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

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

1. Determination of roles and responsibilities for the implementation of the annual evaluation policy and procedures;

2. Development of a job description and evaluation criteria based upon the Board of Education's local goals, program objectives, policies, instructional priorities, State goals, statutory requirements, and the functions, duties, and responsibilities of the Superintendent;

3. Specification of data collection and reporting methods appropriate to the job description;

4. Provisions for the preparation of an individual professional growth and development plan based in part upon any need(s) identified in the evaluation. The plan shall be mutually developed by the Board of Education and the Superintendent; and

5. Preparation of an annual written performance report by a majority of the full membership of the Board of Education and an annual summary conference between a majority of the total membership of the Board of Education and the Superintendent.

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

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

3. Indicators of student progress and growth toward program objectives.

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

1. Performance area(s) of strength;

2. Performance area(s) needing improvement based upon the job description and evaluation criteria set forth in N.J.A.C. 6A:10-8.1(c)2;

3. Recommendations for professional growth and development;

4. A summary of indicators of student progress and growth, and a statement of how the indicators relate to the effectiveness of the overall program and the Superintendent's performance; and

5. Provision for performance data not included in the report to be entered into the record by the Superintendent within ten teaching staff member working days after the report's completion.

The evaluation procedure for a nontenured Superintendent shall be completed by July 1 each year.

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

The rules in N.J.A.C. 6A:10-1.1 et seq. shall not override any conflicting provision(s) of a collective bargaining agreement or other employment contracts entered into by a school
district in effect on July 1, 2013. No collective bargaining agreement entered into after July 1, 2013 shall conflict with the educator evaluation system established pursuant to N.J.A.C. 6A:10-1.1 et seq. or any other specific statute or regulation, nor shall topics subject to collective bargaining involve matters of educational policy or managerial prerogatives.

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

The Board of Education may hire a qualified consultant to assist or advise in the evaluation process; however, the evaluation itself shall be the responsibility of the Board of Education.

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

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

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

Adopted:
R 1240 EVALUATION OF SUPERINTENDENT

A. Roles and Responsibilities for the Implementation of the Annual Evaluation Policy and Procedures

1. The Board of Education and the Superintendent will develop and the Board will adopt a job description and evaluation criteria for the Superintendent’s position based upon the Board’s local goals, program objectives, policies, instructional priorities, State goals, statutory requirements, and the functions, duties, and responsibilities of the Superintendent.

2. The Superintendent shall have primary responsibility for data collection and reporting methods appropriate to the job description.

3. The Board President, or the Board President’s designee, shall oversee the annual evaluation of the Superintendent.

4. The Board President shall establish timelines for completion of the annual evaluation of the Superintendent.

B. Annual Summary Conference

1. The Board of Education shall conduct an annual summary conference with the Superintendent to develop and prepare an Annual Written Performance Report.

2. The annual summary conference between the Board of Education, with a majority of its total membership present, and the Superintendent shall be held before the Annual Written Performance Report is prepared and filed.

3. The Superintendent shall submit to all Board members any information, documents, statistics, or any other data or information he/she would like for the Board members to consider at the annual summary conference.
4. The Board President, or the Board President’s designee, shall preside over the Board’s annual summary conference meeting.

5. The conference shall be held in executive session, unless the Superintendent requests it be held in public. The conference shall include, but not be limited to, review of the following:

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

   b. Progress of the Superintendent in achieving and/or implementing the school district’s goals, program objectives, policies, instructional priorities, State goals, and statutory requirements; and

   c. Indicators of student progress and growth toward program objectives.

C. Annual Written Performance Report

   1. The Annual Written Performance Report shall be prepared and approved by a majority of the Board of Education’s total membership by July 1 and shall include, but not be limited to:

      a. Performance area(s) of strength;

      b. Performance area(s) needing improvement based upon the job description and evaluation criteria set forth in N.J.A.C. 6A:10-8.1(c);

      c. Recommendations for professional growth and development;

      d. Summary of indicators of student progress and growth, and a statement of how the indicators relate to the effectiveness of the overall program and the Superintendent’s performance; and

      e. Provision for performance data not included in the report to be entered into the record by the Superintendent within ten teaching staff member working days after the report’s completion.
2. The Board President, or the Board President's designee, shall prepare a draft of the Annual Written Performance Report after the annual summary conference.

3. The draft of the Annual Written Performance Report shall be disseminated to all Board members for review and comment before presenting the draft report to the Superintendent.

   a. In the event a Board member believes a provision(s) of the draft of the Annual Written Performance Report is not in accord with the provisions agreed to by a majority of the Board during the annual summary conference, the Board member shall submit in writing their proposed revision(s) to the drafter of the Annual Written Performance Report. The draft of the Annual Written Performance Report may be revised by the drafter of the report if the drafter agrees with the Board member's proposed revision. In the event the drafter does not agree with the proposed revision(s), the issue shall be presented to the full membership of the Board of Education in executive session to make a final determination.

4. The draft of the Annual Written Performance Report shall be presented to the full membership of the Board of Education in executive session for discussion and approval after the draft report has been disseminated to all Board members for review. The Superintendent shall receive a copy of the draft of the Annual Written Performance Report from the Board President, or Board President's designee, prior to the executive session where the Board is scheduled to discuss and approve.

5. In the event the Superintendent does not agree with a provision(s) in the draft of the Annual Written Performance Report, the Superintendent shall be provided an opportunity to discuss with the full membership of the Board reconsideration of the disputed provision(s).

6. A majority of the Board's full membership shall approve the draft of the Annual Written Performance Report before presenting the final Annual Written Performance Report to the Superintendent.

7. The Superintendent may submit a written response to the final Annual Written Performance Report, which shall be attached to the report.
D. Nontenured Superintendent of Schools

1. The evaluation procedure for a nontenured Superintendent shall also be completed by July 1 each year.

Adopted:
2422 HEALTH AND PHYSICAL EDUCATION

The Board of Education requires all students to participate in a comprehensive, sequential, health and physical education program aligned with the New Jersey Department of Education Core Curriculum Content Standards (CCCS) that emphasizes the natural interdisciplinary connection between wellness and health and physical education. The primary focus of the CCCS is the development of knowledge and skills that influence healthy behaviors within the context of self, family, school, and the local and global community. The mission of the CCCS for comprehensive health and physical education is knowledge of health and physical education concepts and skills to empower students to assume lifelong responsibility to develop physical, social, and emotional wellness.

The CCCS incorporate New Jersey statutes related to health and well-being of students in New Jersey schools. The following statutes incorporated into the CCCS include, but are not limited to, the following requirements:

1. Accident and Fire Prevention (N.J.S.A. 18A:6-2) requires instruction in accident and fire prevention. Regular courses of instruction in accident prevention and fire prevention shall be given in every public and private school in New Jersey. Instruction shall be adapted to the understanding of students at different grade levels.

2. Breast Self-Examination (N.J.S.A. 18A:35-5.4) requires instruction on breast self-examination. The Board of Education shall operate an educational program for students in grades seven through twelve with instruction in breast self-examination. The instruction shall take place as part of the district’s implementation of the CCCS in Comprehensive Health and Physical Education and the comprehensive health and physical education curriculum framework shall provide school districts with sample activities that may be used to support implementation of the instructional requirement.
3. Bullying Prevention Programs (N.J.S.A. 18A:37-17) requires the establishment of bullying prevention programs. The school district is encouraged to establish bullying prevention programs and other initiatives involving school staff, students, administrators, volunteers, parents, law enforcement, and community members. To the extent funds are appropriated for these purposes, the school district shall: (1) provide training on the school district’s Harassment, Intimidation, or Bullying Policy to school employees and volunteers who have significant contact with students; and (2) develop a process for discussing the district’s Harassment, Intimidation, or Bullying Policy with students. Information regarding the school district Policy against harassment, intimidation, or bullying shall be incorporated into the school’s employee training program.


5. Dating Violence Education (N.J.S.A. 18A:35-4.23a) requires instruction regarding dating violence in grades seven through twelve. The school district shall incorporate dating violence education that is age appropriate into the health education curriculum as part of the district’s implementation of the CCCS in Comprehensive Health and Physical Education for students in grades seven through twelve. The dating violence education shall include, but not be limited to, information on the definition of dating violence, recognizing dating violence warning signs, and the characteristics of healthy relationships.

6. Domestic Violence Education (N.J.S.A. 18A:35-4.23) allows instruction on problems related to domestic violence and child abuse. The Board of Education may include instruction on the problems of domestic violence and child abuse in an appropriate place in the curriculum of elementary school, middle school, and high school students. The instruction shall enable students to understand the psychology and dynamics of family violence, dating violence, and child abuse; the relationship of alcohol and drug use to such violence and abuse; the relationship of animal cruelty to such violence and abuse; and to learn methods of nonviolent problem-solving.
7. Gang Violence Prevention (N.J.S.A. 18A:35-4.26) requires instruction in gang violence prevention for elementary school students. A Board of Education that operates an educational program for elementary school students shall offer instruction in gang violence prevention and in ways to avoid membership in gangs. The instruction shall take place as part of the district's implementation of the CCCS in Comprehensive Health and Physical Education and the comprehensive health and physical education curriculum framework shall provide the school district with sample materials that may be used to support implementation of the instructional requirement.

8. Health, Safety, and Physical Education (N.J.S.A. 18A:35) requires that all students in grades one through twelve participate in at least two and one-half hours of health, safety, and physical education each school week. Every student, except Kindergarten students, attending the public schools, insofar as he or she is physically fit and capable of doing so, as determined by the medical inspector, shall take such courses, which shall be a part of the curriculum prescribed for the several grades. The conduct and attainment of the students shall be marked as in other courses or subjects, and the standing of the student in connection therewith shall form a part of the requirements for promotion or graduation. The time devoted to such courses shall aggregate at least two and one-half hours each school week, or proportionately less when holidays fall within the week.

9. Drugs, Alcohol, Tobacco, Controlled Dangerous Substances, and Anabolic Steroids (N.J.S.A. 18A:40A-1) requires instructional programs on drugs, alcohol, anabolic steroids, tobacco, and controlled dangerous substances and the development of curriculum guidelines. Instructional programs on the nature of drugs, alcohol, anabolic steroids, tobacco, and controlled dangerous substances, as defined in Section 2 of P.L.1970, c.226 (C.24:21-2), and their physiological, psychological, sociological, and legal effects on the individual, the family, and society shall be taught in the public school and in each grade from Kindergarten through grade twelve in a manner adapted to the age and understanding of the students. The programs shall be based upon the curriculum guidelines established by the Commissioner of Education and shall be included in the curriculum for each grade in such a manner as to provide a thorough and comprehensive treatment of the subject.
10. Lyme Disease Prevention (N.J.S.A. 18A:35-5.1) requires the development of Lyme disease curriculum guidelines. The guidelines shall emphasize disease prevention and sensitivity for victims of the disease. The Commissioner of Education shall periodically review and update the guidelines to ensure that the curriculum reflects the most current information available.

11. Organ Donation (N.J.S.A. 18A:7F-4.3) requires information relative to organ donation to be given to students in grades nine through twelve. The goals of the instruction shall be to:

a. Emphasize the benefits of organ and tissue donation to the health and well-being of society generally and to individuals whose lives are saved by organ and tissue donations, so that students will be motivated to make an affirmative decision to register as donors when they become adults.

b. Fully address myths and misunderstandings regarding organ and tissue donation.

c. Explain the options available to adults, including the option of designating a decision-maker to make the donation decision on one's behalf.

d. Instill an understanding of the consequences when an individual does not make a decision to become an organ donor and does not register or otherwise record a designated decision-maker.

The instruction shall inform students that, beginning five years from the date of enactment of P.L.2008, c.48 (C.26:6-66 et al.), the New Jersey Motor Vehicle Commission will not issue or renew a New Jersey driver's license or personal identification card unless a prospective or renewing licensee or card holder makes an acknowledgement regarding the donor decision pursuant to Section 8 of P.L.2008, c.48 (C.39:3-12.4). The Commissioner of Education, through the non-public school liaison in the Department of Education, shall make any related instructional materials available to private schools educating students in grades nine through twelve, or any combination thereof. Such schools are encouraged to use the instructional materials at the school; however, nothing in N.J.S.A. 18A:7F-4.3 shall be construed to require such schools to use the materials.
12. Sexual Assault Prevention (N.J.S.A. 18A:35-4.3) requires the development of a sexual assault prevention education program. The Department of Education in consultation with the advisory committee shall develop and establish guidelines for the teaching of sexual assault prevention techniques for utilization by local school districts in the establishment of a sexual assault prevention education program. Such program shall be adapted to the age and understanding of the students and shall be emphasized in appropriate places of the curriculum sufficiently for a full and adequate treatment of the subject.

13. Stress Abstinence (N.J.S.A. 18A:35-4.19 through N.J.S.A. 18A:35-4.22), also known as the “AIDS Prevention Act of 1999,” requires sex education programs to stress abstinence. Any sex education that is given as part of any planned course, curriculum, or other instructional program and that is intended to impart information or promote discussion or understanding in regard to human sexual behavior, sexual feelings and sexual values, human sexuality and reproduction, pregnancy avoidance or termination, HIV infection or sexually transmitted diseases, regardless of whether such instruction is described as, or incorporated into, a description of “sex education,” “family life education,” “family health education,” “health education,” “family living,” “health,” “self-esteem,” or any other course, curriculum program, or goal of education, and any materials including, but not limited, to handouts, speakers, notes, or audiovisuals presented on school property concerning methods for the prevention of acquired immune deficiency syndrome (HIV/AIDS), other sexually transmitted diseases, and of avoiding pregnancy, shall stress that abstinence from sexual activity is the only completely reliable means of eliminating the sexual transmission of HIV/AIDS and other sexually transmitted diseases and of avoiding pregnancy.

14. Suicide Prevention (N.J.S.A. 18A:6-111) requires instruction in suicide prevention in public schools. Instruction in suicide prevention shall be provided as part of any continuing education that public school teaching staff members must complete to maintain their certification; and inclusion of suicide prevention awareness shall be included in the CCCS in Comprehensive Health and Physical Education.
15. Cardiopulmonary Resuscitation (N.J.S.A. 18A:35-4.28 and 18A:35-4.29) requires instruction in the use of automated external defibrillator for students. Instruction shall be provided in cardiopulmonary resuscitation and the use of an automated external defibrillator to each student in a public school that includes grades nine through twelve prior to graduation as part of the district’s implementation of the CCCS in Comprehensive Health and Physical Education. The instruction provided shall be modeled from an instructional program established by the American Heart Association, American Red Cross, or other nationally recognized association and shall include a hands-on learning component.

16. Other Statutory or Administrative Codes. The Board will incorporate into its health and physical education curriculum any other requirements of the New Jersey Department of Education’s CCCS in Comprehensive Health and Physical Education.

In accordance with the provisions of N.J.S.A. 18A:35-4.7, any student whose parent presents to the Principal a signed statement that any part of the instruction in health, family life, or sex education is in conflict with his/her conscience or sincerely held moral or religious beliefs shall be excused from that portion of the course where such instruction is being given and no penalties as to credit or graduation shall result.

A copy of the CCCS for Comprehensive Health and Physical Education and all related curriculum/course guides and instructional material shall be available for public inspection in each school.

Adopted:
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 who holds the appropriate standard, provisional, or emergency instructional certificate issued by the Board of Examiners and is assigned a class roster of students for at least one particular course.

The rules in N.J.A.C. 6A:10 – Educator Effectiveness 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 and with the responsibilities outlined in N.J.A.C. 6A:10-3.2.

The components of the teacher evaluation rubric 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:10-7.2.

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.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:10-7.1 and 7.2

Adopted:
R 3221 EVALUATION OF TEACHERS

A. Definitions – N.J.A.C. 6A:10-1.2

The following words and terms shall have the following meanings when used in Policy and Regulation 3221 unless the context clearly indicates otherwise:

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

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

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

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

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

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

“Co-observation” means two or more supervisors who are trained on the practice instrument who observe simultaneously, or at alternate times, the same lesson or portion of a lesson for the purpose of training.
“Corrective Action Plan” means a written plan developed by a teaching staff member serving in a supervisory capacity in collaboration with the teacher to address deficiencies as outlined in an evaluation. The corrective action plan shall include timelines for corrective action, responsibilities of the individual teacher and the school district for implementing the plan, and specific support that the district shall provide.

“Department” means the New Jersey Department of Education.

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

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

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

“Evaluation” means an appraisal of an individual’s professional performance in relation to his or her job description, professional standards, and Statewide evaluation criteria that incorporates analysis of multiple measures of student achievement or growth and multiple data sources.

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

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

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

"Long observation" means an observation for the purpose of evaluation that is conducted for a minimum duration of forty minutes or one class period, whichever is shorter.

"Model evaluation rubric" means district educator evaluation rubrics that have been reviewed and accepted by the Commissioner. A model teaching or principal evaluation rubric includes a teacher or principal practice instrument that appears on the Department’s list of approved educator practice instruments.

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

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

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

"Semester" means half of the school year.
"Short observation" means an observation for the purpose of evaluation that is conducted for at least twenty minutes.

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

"Student growth objective" means an academic goal that teachers and evaluators set for groups of students.

"Student growth percentile" means a specific metric for measuring individual student progress on Statewide assessments by tracking how much a student's test scores have changed relative to other students Statewide with similar scores in previous years.

"Superintendent" means Superintendent of Schools or Chief School Administrator.

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

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

"Teacher practice instrument" means an assessment tool that provides scales or dimensions that capture competencies of professional performance; and differentiation of a range of professional performance as described by the scales, which must be shown in practice and/or research studies. The scores from the teacher practice instrument are components of the teacher's evaluation rubrics and the scores are included in the summative evaluation rating for the individual.
"Unannounced observation" means an observation in which the person conducting an observation for the purpose of evaluation will not notify the teacher of the date or time the observation will be conducted.

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

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

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

All information contained in written performance reports and all information collected, compiled, and/or maintained by employees of the Board of Education for the purposes of conducting the educator evaluation process pursuant to N.J.A.C. 6A:10-1.1 et seq. shall be confidential. Such information shall not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. Nothing contained in N.J.A.C. 6A:10-1.1 et seq. shall be construed to prohibit the Department or a school district from, at its discretion, collecting evaluation data pursuant to N.J.S.A. 18A:6-123.e or distributing aggregate statistics regarding evaluation data.

D. Evaluation of Teachers – N.J.A.C. 6A:10-2.1

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

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

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

1. The Board of Education shall meet the following requirements for the annual evaluation of teachers, unless otherwise specified:

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

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

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

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

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

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


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

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

b. Provide training on the teacher practice instruments for any supervisor who will conduct observations for the purpose of evaluation of teachers. Training shall be provided before the observer conducts his or her first observation for the purpose of evaluation;
c. Annually provide updates and refresher training on the teacher practice instruments for any supervisor who will observe teacher practice for the purpose of increasing accuracy and consistency among observers;

d. Annually require each supervisor who will conduct observations for the purpose of evaluation of a teacher to complete two co-observations during the academic year.

   (1) Co-observers shall use the co-observation to promote accuracy in scoring, and to continually train themselves on the instrument.

   (2) A co-observation shall count as one required observation for the purpose of evaluation pursuant to N.J.A.C. 6A:10-4.4, as long as the observer meets the requirements set forth in N.J.A.C. 6A:10-4.3 and 4.4.

e. The Superintendent shall annually certify to the Department that all supervisors of teachers in the school district who are utilizing teacher practice instruments have completed training on the instrument and its application and have demonstrated competency in applying the teacher practice instruments.

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

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

3. **Beginning in 2017-2018**, the District Evaluation Advisory Committees shall no longer be required and the Board of Education shall have the discretion to continue the District’s Evaluation Advisory Committee.

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

1. The provisions outlined in Policy and Regulation 3221 and N.J.A.C. 6A:10-2.4 shall be the minimum requirements for the evaluation of teachers.

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

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

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

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

   d. Processes for observations for the purpose of evaluation and post-observation conference(s) by a supervisor;
e. The process for preparation of individual professional development plans; and

f. The process for preparation of an annual written performance report by the teacher’s designated supervisor and an annual summary conference between the teacher and his or her designated supervisor.

3. The annual summary conference between designated supervisors and teachers shall be held before the written performance report is filed. The conference shall occur on or before June 30 of each year and shall include, but not be limited to, a review of the following:

a. The performance of the teacher based upon the job description and the scores or evidence compiled using the teacher’s evaluation rubric, including, when applicable, the teacher’s practice instrument;

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

c. Available indicators or scores of student achievement or growth, when applicable, such as student growth objective scores and student growth percentile scores; and

d. The preliminary annual written performance report.

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

5. The annual written performance report shall be prepared by the teacher’s designated supervisor and shall include, but not be limited to:
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a. A summative rating based on the evaluation rubric, including, when applicable, a total score for each component as described in N.J.A.C. 6A:10-4;

b. Performance area(s) of strength and area(s) needing improvement based upon the job description, observations for the purpose of evaluation and, when applicable, the teacher practice instrument; and

c. An individual professional development plan developed by the designated supervisor and the teacher or, when applicable, a corrective action plan from the evaluation year being reviewed in the report.

6. The teacher and the designated supervisor shall sign the report within five teacher working days of the review.

7. The Board of Education shall include all written performance reports and supporting data, including, but not limited to, written observation reports and additional components of the summative evaluation rating as part of the teacher’s personnel file, or in an alternative, confidential location. If reports and data are stored in an alternative location, the personnel file shall clearly indicate the report’s location and how it can be easily accessed. The records 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.


1. For each teacher rated ineffective or partially effective on the annual summative evaluation rating, as measured by the evaluation rubrics, a corrective action plan shall be developed by the teacher and the Superintendent or the teacher’s designated supervisor.

2. If the summative evaluation rating is calculated before the end of the school year, then the corrective action plan shall be developed and the teacher and his or her designated supervisor shall meet to discuss the corrective action plan prior to September 15 of the
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following school year. The conference to develop and discuss the corrective action plan may be combined with the teacher’s annual summary conference that occurs at the end of the year of evaluation.

3. If the ineffective or partially effective summative evaluation rating is received after the start of the school year following the year of evaluation, then a corrective action plan must be developed, and the teacher and his or her designated supervisor shall meet to discuss the corrective action plan within fifteen teacher working days following the school district’s receipt of the teacher’s summative rating.

4. The content of the corrective action plan shall replace the content of the individual professional development plan required in N.J.A.C. 6A:9C-3.4(c) and 3.7(c) until the next annual summary conference.

5. The content of the corrective action plan shall:

a. Address areas in need of improvement identified in the teacher evaluation rubric;

b. Include specific, demonstrable goals for improvement;

c. Include responsibilities of the evaluated employee and the school district for the plan’s implementation; and

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

6. The teacher’s designated supervisor and the teacher on a corrective action plan shall discuss the teacher’s progress toward the goals outlined in the corrective action plan during each post-observation conference, when required by N.J.S.A. 18A:27-3.1 or N.J.A.C. 6A:10-4.4.

7. Progress toward the teacher’s goals outlined in the corrective action plan shall be documented in the teacher’s personnel file and reviewed at the annual summary conference or the mid-year evaluation, when applicable. Both the teacher on a corrective
action plan and his or her designated supervisor may collect data
and evidence to demonstrate the teacher’s progress toward his or
her corrective action plan goals.

8. Progress toward the teacher’s goals outlined in the corrective action
plan may be used as evidence in the teacher’s next annual
summative evaluation; however, such progress shall not guarantee
an effective rating on the next summative evaluation.

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

10. The School Improvement Panel shall ensure teachers with a
corrective action plan receive a mid-year evaluation as required by
N.J.S.A. 18A:6-120.c. If the corrective action plan was created on
or prior to September 15 of the academic year, the mid-year
evaluation shall occur before February 15; if the corrective action
plan was created after September 15, the mid-year evaluation shall
occur midway between the development of the corrective action
plan and the annual summary conference. The mid-year evaluation
shall include, at a minimum, a conference to discuss progress
toward the teacher’s goals outlined in the corrective action plan.
The mid-year evaluation conference may be combined with a post-
observation conference.

11. The School Improvement Panel shall ensure teachers with a
corrective action plan receive one observation, including a post-
observation, in addition to the observations required in N.J.A.C.
6A:10-4.4 for the purpose of evaluation as described in N.J.A.C.
6A:10-1.2 and 4.4(a). The Superintendent or Principal shall
determine the length of the additional observation.

12. Tenured teachers with a corrective action plan shall be observed by
multiple observers for the purpose of evaluation as described in
N.J.A.C. 6A:10-4.4(c)2.

13. The corrective action plan shall remain in effect until the teacher
receives his or her next summative evaluation rating.
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I. School Improvement Panel – N.J.A.C. 6A:10-3 et seq.

1. School Improvement Panel Membership – N.J.A.C. 6A:10-3.1

   a. The School Improvement Panel shall include the Principal, a Vice Principal, and a teacher who is chosen in accordance with b. below by the Principal in consultation with the majority representative. The Principal may appoint additional members to the School Improvement Panel as long as all members meet the criteria outlined in this section and N.J.S.A. 18A:6-120.a and the teacher(s) on the panel represents at least one-third of its total membership.

   b. The Principal annually shall choose the teacher(s) on the School Improvement Panel through the following process:

      (1) The teacher member shall be a person with a demonstrated record of success in the classroom. A demonstrated record of success in the classroom means the teacher member shall have been rated effective or highly effective in the most recent available annual summative rating.

      (2) The majority representative, in accordance with a. above, may submit to the Principal, teacher member nominees for consideration.

      (3) The Principal shall have final decision-making authority and is not bound by the majority representative’s list of nominees.

   c. The teacher member shall serve a full academic year, except in case of illness or authorized leave, but may not be appointed more than three consecutive years.

   d. All members of the School Improvement Panel shall be chosen by August 31 of each year.
2. School Improvement Panel Responsibilities – N.J.A.C. 6A:10-3.2

a. The School Improvement Panel shall:

(1) Oversee the mentoring of teachers according to N.J.A.C. 6A:9B-8 and support the implementation of the school district mentoring plan;

(2) Conduct evaluations of teachers pursuant to N.J.A.C. 6A:10-2.4 and 4.4;

(3) Ensure corrective action plans for teachers are created in accordance to N.J.A.C. 6A:10-2.5(j); and conduct mid-year evaluations for teachers who are on a corrective action plan; and

(4) Identify professional development opportunities for all teachers based on the review of aggregate school-level data, including, but not limited to, teacher evaluation and student performance data to support school-level professional development plans described in N.J.A.C. 6A:9C-3.5.

b. To conduct observations for the purpose of evaluation, the teacher member shall have:

(1) Agreement of the majority representative;

(2) An appropriate supervisory certificate; and

(3) Approval of the Principal who supervises the teacher being observed.

c. The teacher member who participates in the evaluation process shall not serve concurrently as a mentor under N.J.A.C. 6A:9B-8.4.
J. Components of Teacher Evaluation Rubric – N.J.A.C. 6A:10-4.1

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

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

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

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

c. Measures of teacher practice described in N.J.A.C. 6A:10-4.3 and 4.4 shall be at least fifty percent and no more than eighty-five percent of a teacher’s evaluation rubric rating as determined by the Department.

d. Notwithstanding the provisions of a, b, and c above, if a teacher’s appeal of his or her student growth objective is approved, according to N.J.A.C. 6A:10-4.2(f), the student growth objective score weight within the student achievement component and the teacher practice weight shall be adjusted by the Superintendent or the Commissioner, as applicable according to N.J.A.C. 6A:10-4.2(f).

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

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

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

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

b. Student growth objective(s), which shall be specific and measurable, based on available student learning data, aligned to the Core Curriculum Content Standards, and based on growth and/or achievement.
(1) For teachers who teach subjects or grades not covered by the Core Curriculum Content Standards, student growth objective(s) shall align to standards adopted or endorsed, as applicable, by the State Board.

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

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

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

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

3. The Department shall periodically collect data for all teachers that include, but are not limited to, student achievement and teacher practice scores.
4. The Department shall calculate the median student growth percentile for teachers using students assigned to the teacher by the school district. For teachers who have a student growth percentile score:

a. The Board of Education shall submit to the Department final ratings for all components, other than the student growth percentile, for the annual summative rating; and

b. The Department then shall report to the employing district Board of Education the annual summative rating, including the median student growth percentile for each teacher who receives a median student growth percentile.

5. Student growth objectives for teachers shall be developed and measured according to the following procedures:

a. The Superintendent shall determine the number of required student growth objectives for teachers, including teachers with a student growth percentile. A teacher with a student growth percentile shall have at least one and not more than four student growth objectives. A teacher without a student growth percentile shall have at least two and a maximum of four student growth objectives. By August 31 prior to the academic year the evaluation rubric applies, the Department shall provide on its website the minimum and maximum number of required student growth objectives within this range.

b. A teacher with a student growth percentile shall not use the standardized assessment used in determining the student growth percentile to measure progress toward a student growth objective.

c. Each teacher shall develop, in consultation with his or her supervisor or a Principal’s designee, each student growth objective. If the teacher does not agree with the student growth objectives, the Principal shall make the final determination.
d. Student growth objectives and the criteria for assessing teacher performance based on the objectives shall be determined, recorded, and retained by the teacher and his or her supervisor by October 31 of each academic year, or within twenty work days of the teacher’s start date if the teacher begins work after October 1.

e. Adjustments to student growth objectives may be made by the teacher in consultation with his or her supervisor only when approved by the Superintendent or designee. Adjustments shall be recorded in the teacher’s personnel file on or before February 15.

(1) If the Student Growth Objective (SGO) covers only the second semester of the school year, or if the teacher begins work after October 1, adjustments shall be recorded before the mid-point of the second semester.

f. The teacher’s designated supervisor shall calculate each teacher’s student growth objective score. The teacher’s student growth objective score, if available, shall be discussed at the teacher’s annual summary conference and recorded in the teacher’s personnel file.

L. Teacher Practice Components – N.J.A.C. 6A:10-4.3

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

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

1. For the purpose of teacher evaluation, observers 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).
2. Observation conferences shall include the following procedures:

a. A supervisor who is present at the observation shall conduct a post-observation conference with the teacher being observed. A post-observation conference shall occur no more than fifteen teacher working days following each observation.

b. The post-observation conference shall be for the purpose of reviewing the data collected at the observation, connecting the data to the teacher practice instrument and the teacher's individual professional development plan, collecting additional information needed for the evaluation of the teacher, and offering areas to improve effectiveness.

c. If agreed to by the teacher, post-observation conferences for short observations of tenured teachers who are not on a corrective action plan may be conducted via written communication, including electronic.

d. A pre-conference, when required, shall occur at least one but not more than seven teacher working days prior to the observation.

3. Each teacher shall be observed as described in N.J.A.C. 6A:10-4.4, at least three times during each school year, but not less than once during each semester. For all teachers, at least one of the required observations shall be announced and preceded by a pre-conference, and at least one of the required observations shall be unannounced. The Superintendent shall decide whether the third required observation is announced or unannounced. The following additional requirements shall apply:

a. Nontenured teachers shall receive a minimum of three observations within the timeframe set forth in N.J.S.A. 18A:27-3.1, and observations for all other teachers shall occur prior to the annual summary conference, which shall occur prior to the end of the academic school year.
b. Teachers on a corrective action plan shall receive observations within the timeline set forth in N.J.A.C. 6A:10-2.5.

c. Nontenured teachers shall be observed during the course of the year by more than one appropriately certified supervisor, either simultaneously or separately, by multiple observers, with the following provisions:

(1) A co-observation shall fulfill the requirement in this section for multiple observers.

(2) One co-observation shall count as one observation required in 4. below.

d. One post-observation conference may be combined with a teacher's annual summary conference as long as it occurs within the required fifteen teacher working days following the observation for the purpose of evaluation.

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

f. The teacher shall submit his or her written objection(s) of the evaluation within ten teacher working days following the conference. The objection(s) shall be attached to each party's copy of the annual written performance report.

4. Each observation required for the purpose of evaluations shall be conducted for the minimum duration based on the following groups:

a. A nontenured teacher who is in his or her first or second year of teaching in the school district shall receive at least two long observations and one short observation.

b. A nontenured teacher who is in his or her third or fourth year of teaching in the school district shall receive at least one long observation and two short observations.
c. A tenured teacher shall receive at least three short observations.

5. To earn a teacher practice score, a teacher shall receive at least three observations.

   a. If a teacher is present for less than forty percent of the total student school days in an academic year, he or she shall receive at least two observations to earn a teacher practice score.

N. Teacher Practice Instrument – N.J.A.C. 6A:10-7.2

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

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

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

      (1) Clearly define the expectations for each rating category;

      (2) Provide a conversion to the four rating categories: ineffective, partially effective, effective, and highly effective;

      (3) Be applicable to all grades and subjects; or to specific grades and/or subjects if designed explicitly for the grades and/or subjects; and

      (4) Use clear and precise language that facilitates common understanding among teachers and administrators.
c. Rely, to the extent possible, on specific, discrete, observable, and/or measurable behaviors of students and teachers in the classroom with direct evidence of student engagement and learning; and

d. Include descriptions of specific training and implementation details required for the instrument to be effective.

2. For Commissioner-approval of a teacher practice instrument in 2015 or any year thereafter, the instrument shall include a process to assess competency on the evaluation instrument which the school district may choose to use as a measure of competency.

Adopted:
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 take place before April 30 each year 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.A.C. 6A:10-1.1 through 1.4;
   6A:10-2.1 through 2.5; 6A:10-6.2

Adopted:
R 3222 EVALUATION OF TEACHING STAFF MEMBERS, EXCLUDING TEACHERS AND ADMINISTRATORS

A. Definitions – N.J.A.C. 6A:10-1.2

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

"Annual performance report" means a written appraisal of the teaching staff member's performance prepared by the teaching staff member's designated supervisor based on the evaluation rubric for his or her position.

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

"Chief School Administrator" means the Superintendent of Schools or the Administrative Principal if there is no Superintendent.

"Commissioner" means Commissioner of the New Jersey Department of Education.

"Corrective Action Plan" means a written plan developed by a teaching staff member serving in a supervisory capacity in collaboration with the teaching staff member to address deficiencies as outlined in an evaluation. The corrective action plan shall include timelines for corrective action, responsibilities of the individual teaching staff member and the school district for implementing the plan, and specific support that the district shall provide.
“Department” means the New Jersey Department of Education.

“Designated supervisor” means the supervisor designated by the Superintendent of Schools or designee as the teaching staff member’s supervisor.

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

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

“Evaluation” means an appraisal of an individual’s professional performance in relation to his or her job description, professional standards, and Statewide evaluation criteria that incorporates analysis of multiple measures of student achievement or growth, as applicable, and multiple data sources.

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

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

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

“Model evaluation rubric” means district educator evaluation rubrics that have been reviewed and accepted by the Commissioner. A model teaching or principal evaluation rubric includes a teacher or principal practice instrument that appears on the Department’s list of approved educator practice instruments.

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

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

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

“Semester” means half of the school year.

“Signed” means the name of one physically written by oneself or an electronic code, sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.
“Student growth objective” means an academic goal that teaching staff members and evaluators set for groups of students.

“Superintendent” means Superintendent of Schools or Chief School Administrator.

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

“Teaching staff member” for the purposes of Policy 3222 and this Regulation, includes, but is not limited to, educational services staff members, guidance counselors, school nurses, library/media specialists, occupational therapists, and other teaching staff members working under an educational services certificate and does not include teachers, Principals, Vice Principals, Assistant Principals, and administrators, including, but not limited to, Directors and/or Supervisors.

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

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

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

All information contained in written performance reports and all information collected, compiled, and/or maintained by employees of the Board of Education for the purposes of conducting the educator evaluation process pursuant to N.J.A.C. 6A:10-1.1 et seq. shall be confidential.
Such information shall not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. Nothing contained in N.J.A.C. 6A:10-1.1 et seq. shall be construed to prohibit the Department or a school district from, at its discretion, collecting evaluation data pursuant to N.J.S.A. 18A:6-123.e or distributing aggregate statistics regarding evaluation data.

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

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

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

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

1. The Board of Education shall meet the following requirements for the annual evaluation of teaching staff members, unless otherwise specified:

a. Establish a District Evaluation Advisory Committee to oversee and guide the planning and implementation of the Board of Education's evaluation policies and procedures as set forth in N.J.A.C. 6A:10-2 et seq.;

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

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

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

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

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


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

b. Provide training on the teaching staff member practice instruments for any supervisor who will conduct observations for the purpose of evaluation of teaching staff members. Training shall be provided before the observer conducts his or her first observation for the purpose of evaluation;

c. Annually provide updates and refresher training on the teaching staff member practice instruments for any supervisor who will observe teaching staff member practice for the purpose of increasing accuracy and consistency among observers; and

d. The Superintendent shall annually certify to the Department that all supervisors of teaching staff members in the school district who are utilizing educator practice instruments have completed training on the instrument and its application and have demonstrated competency in applying the educator practice instruments.

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

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

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

3. Beginning in 2017-2018, the District Evaluation Advisory Committees shall no longer be required and the Board of Education shall have the discretion to continue the District’s Evaluation Advisory Committee.

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

1. The provisions outlined in Policy and Regulation 3222 and N.J.A.C. 6A:10-2.4 shall be the minimum requirements for the evaluation of teaching staff members.

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

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

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

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

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

f. The process for preparation of an annual written performance report by the teaching staff member's designated supervisor, and an annual summary conference between the teaching staff member and his or her designated supervisor.

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

a. The performance of the teaching staff member based upon the job description and, when applicable, the scores or evidence compiled using the teaching staff member’s evaluation rubric, including, whenever applicable, the teaching staff member’s practice instrument;

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

c. Available indicators or scores of student achievement or growth, when applicable, such as student growth objective scores and student growth percentile scores; and

d. The preliminary annual written performance report.

4. If any scores for the teaching staff member's evaluation rubric are not available at the time of the annual summary conference due to pending assessment results, the annual summative evaluation rating shall be calculated once all component ratings are available.
The annual written performance report shall be prepared by the teaching staff member’s designated supervisor and shall include, but not be limited to:

a. A summative rating based on the evaluation rubric;

b. Performance area(s) of strength and area(s) needing improvement based upon the job description, observations for the purpose of evaluation and, when applicable, the teaching staff member’s practice instrument; and

c. An individual professional development plan developed by the designated supervisor and the teaching staff member or, when applicable, a corrective action plan from the evaluation year being reviewed in the report.

The teaching staff member and the designated supervisor shall sign the report within five teaching staff member working days of the review.

The Board of Education shall include all written performance reports and supporting data, including, but not limited to, written observation reports and additional components of the summative evaluation rating as part of the teaching staff member’s personnel file or in an alternative, confidential location. If reports and data are stored in an alternative location, the personnel file shall clearly indicate the report’s location and how it can be easily accessed. The records 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.

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

For each teaching staff member rated ineffective or partially effective on the annual summative evaluation, as measured by the evaluation rubrics, a corrective action plan shall be developed by the teaching staff member and the Superintendent or the teaching staff member’s designated supervisor.
2. If the summative evaluation rating is calculated before the end of the school year, then the corrective action plan shall be developed and the teaching staff member and his or her designated supervisor shall meet to discuss the corrective action plan prior to September 15 of the following school year. The conference to develop and discuss the corrective action plan may be combined with the teaching staff member’s annual summary conference that occurs at the end of the year of evaluation.

3. If the ineffective or partially effective summative evaluation rating is received after the start of the school year following the year of evaluation, then a corrective action plan must be developed, and the teaching staff member and his or her designated supervisor shall meet to discuss the corrective action plan within fifteen teaching staff member working days following the school district’s receipt of the teaching staff member’s summative rating.

4. The content of the corrective action plan shall replace the content of the individual professional development plan required in N.J.A.C. 6A:9C-3.4(c) and 3.7(c) until the next annual summary conference.

5. The content of the corrective action plan shall:
   a. Address areas in need of improvement identified in the teaching staff member evaluation rubric;
   b. Include specific, demonstrable goals for improvement;
   c. Include responsibilities of the evaluated employee and the school district for the plan’s implementation; and
   d. Include timelines for meeting the goal(s).

6. The teaching staff member’s designated supervisor and the teaching staff member on a corrective action plan shall discuss the teaching staff member’s progress toward the goals outlined in the corrective action plan during each post-observation conference.
7. Progress toward the teaching staff member’s goals outlined in the corrective action plan shall be documented in the teaching staff member’s personnel file and reviewed at the annual summary conference or the mid-year evaluation, when applicable. Both the teaching staff member on a corrective action plan and his or her designated supervisor may collect data and evidence to demonstrate the teaching staff member’s progress toward his or her corrective action plan goals.

8. Progress toward the teaching staff member’s goals outlined in the corrective action plan may be used as evidence in the teaching staff member’s next annual summative evaluation; however, such progress shall not guarantee an effective rating on the next summative evaluation.

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

10. The corrective action plan shall remain in effect until the teaching staff member receives his or her next summative evaluation rating.

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

1. The Superintendent shall determine the duration of observations required pursuant to N.J.S.A. 18A:27-3.1 for nontenured teaching staff members, except teachers, Principals, Vice Principals, and Assistant Principals.

2. Each nontenured teaching staff member shall be observed and evaluated in the performance of his or her duties at least three times during each school year, but not less than once during each semester.
3. Each tenured teaching staff member shall be observed and evaluated in the performance of his or her duties at least once each school year. The Superintendent shall determine the duration of observations.

4. Observations include, but are not limited to, observations of meetings, student instruction, parent conferences, and case-study analysis of a significant student issue.

5. Each observation shall be followed within fifteen teaching staff member working days by a conference between the Superintendent or designated supervisor who made the observation and written or electronic evaluation, and the teaching staff member. Both parties to such a conference shall sign the written evaluation report and each shall retain a copy for his or her records. The purpose of this procedure is to recommend as to reemployment, identify any deficiencies, extend assistance for correction, and improve professional competence.

6. The teaching staff member may submit his or her written objection(s) of the evaluation within ten teaching staff member working days following the conference. The objection(s) shall be attached to each party's copy of the annual written performance report.

7. The required observations and evaluations for nontenured teaching staff members shall take place before April 30 each year. These observations and evaluations may cover that period between April 30 of one year and April 30 of the succeeding year except in the case of the first year of employment where the three observations and evaluations must have been completed prior to April 30.

8. The number of required observations and evaluations for nontenured teaching staff members may be reduced proportionately when an individual teaching staff member's term of service is less than one academic year.

9. Evaluations for tenured teaching staff shall be completed prior to June 30.

Adopted:
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TEACHING STAFF MEMBERS

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

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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.

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 take place before April 30 each year 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.A.C. 6A:10-1.1 through 1.4; 6A:10-2.1 through 2.5

Adopted:
R 3223 EVALUATION OF ADMINISTRATORS, EXCLUDING PRINCIPALS, VICE PRINCIPALS, AND ASSISTANT PRINCIPALS

A. Definitions – N.J.A.C. 6A:10-1.2

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

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

"Annual performance report" means a written appraisal of the administrator's performance prepared by the administrator's designated supervisor based on the evaluation rubric for his or her position.

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

"Chief School Administrator" means the Superintendent of Schools or the Administrative Principal if there is no Superintendent.

"Commissioner" means Commissioner of the New Jersey Department of Education.

"Corrective Action Plan" means a written plan developed by the administrator's supervisor in collaboration with the administrator to
address deficiencies as outlined in an evaluation. The corrective action plan shall include timelines for corrective action, responsibilities of the individual administrator and the school district for implementing the plan, and specific support that the district shall provide.

“Department” means the New Jersey Department of Education.

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

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

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

“Evaluation” means an appraisal of an individual’s professional performance in relation to his or her job description, professional standards, and Statewide evaluation criteria that incorporates analysis of multiple measures of student achievement or growth, if applicable, and multiple data sources.

“Evaluation rubric” means a set of criteria, measures, and processes used to evaluate all administrators in a specific school district or local education agency. Evaluation rubrics consist of measures of professional practice, based on educator practice instruments and student outcomes. Each Board of Education will have an evaluation rubric specifically for teachers, another specifically for Principals, Vice Principals, and Assistant Principals, and evaluation rubrics for other categories of staff members.
"Indicator of student progress and growth" means the results of assessment(s) of students as defined in N.J.A.C. 6A:8, Standards and Assessment.


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

"Model evaluation rubric" means district educator evaluation rubrics that have been reviewed and accepted by the Commissioner. A model teaching or principal evaluation rubric includes a teacher or principal practice instrument that appears on the Department's list of approved educator practice instruments.

"Observation" means a method of collecting data on the performance of an administrator's assigned duties and responsibilities. An observation for the purpose of evaluation will be included in the determination of the annual summative evaluation rating and shall be conducted by the Superintendent or designee.

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

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

"Semester" means half of the school year.

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

“Student growth objective” means an academic goal that administrators and evaluators may set for groups of students.

“Superintendent” means Superintendent of Schools or Chief School Administrator.

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

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

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

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

All information contained in written performance reports and all information collected, compiled, and/or maintained by employees of the Board of Education for the purposes of conducting the educator evaluation process pursuant to N.J.A.C. 6A:10-1.1 et seq. shall be confidential. Such information shall not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. Nothing contained in N.J.A.C. 6A:10-1.1 et seq. shall be construed to prohibit the Department or a school district from, at its discretion, collecting evaluation data
pursuant to N.J.S.A. 18A:6-123.e or distributing aggregate statistics regarding evaluation data.

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

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

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

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

1. The Board of Education shall meet the following requirements for the annual evaluation of administrators, unless otherwise specified:

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

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

   c. Ensure the Superintendent annually notifies all administrators of the adopted evaluation policies and procedures no later than October 1. If an administrator is hired after October 1, the Board/Superintendent shall notify the administrator of the policies and procedures at the beginning of his or her employment. All administrators shall be notified of amendments to the policy and procedures within ten administrator working days of adoption;
d. Annually adopt by June 1, any Commissioner-approved educator practice instruments and, as part of the process described at N.J.A.C. 6A:10-2.1(c), notify the Department which instruments will be used as part of the school district's evaluation rubrics;

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

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


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

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

b. Provide training on the educator practice instruments for any supervisor who will conduct observations for the purpose of evaluation of administrators. Training shall be provided before the observer conducts his or her first observation for the purpose of evaluation;

c. Annually provide updates and refresher training on the educator practice instruments for any supervisor who will observe educator practice for the purpose of increasing accuracy and consistency among observers; and

d. The Superintendent shall annually certify to the Department that all supervisors of administrators in the school district who are utilizing educator practice instruments have completed training on the instrument and its application and have demonstrated competency in applying the educator practice instruments.

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

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

2. The Superintendent may extend membership on the District Evaluation Advisory Committee to representatives of other groups and to individuals.
3. Beginning in 2017-2018, the District Evaluation Advisory Committees shall no longer be required and the Board of Education shall have the discretion to continue the District’s Evaluation Advisory Committee.

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

1. The provisions outlined in Policy and Regulation 3223 and N.J.A.C. 6A:10-2.4 shall be the minimum requirements for the evaluation of administrators.

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

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

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

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

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

e. The process for preparation of individual professional development plans; and
f. The process for preparation of an annual written performance report by the Superintendent or designated supervisor and an annual summary conference between the administrator and the Superintendent or designated supervisor.

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

a. The performance of the administrator based upon the job description and the scores or evidence compiled using the administrator’s evaluation rubric, including, whenever applicable, the educator’s practice instrument;

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

c. Available indicators or scores of student achievement or growth, when applicable, such as student growth objective scores and student growth percentile scores; and

d. The preliminary annual written performance report.

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

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

a. A summative rating based on the evaluation rubric;
b. Performance area(s) of strength and area(s) needing improvement based upon the job description, observations for the purpose of evaluation and, when applicable, the educator practice instrument; and

c. An individual professional development plan developed by the Superintendent or designated supervisor and the administrator or, when applicable, a corrective action plan from the evaluation year being reviewed in the report.

6. The administrator and the Superintendent or designated supervisor shall sign the report within five administrator working days of the review.

7. The Board of Education shall include all written performance reports and supporting data, including, but not limited to, written observation reports and additional components of the summative evaluation rating as part of his or her personnel file, or in an alternative, confidential location. If reports and data are stored in an alternative, confidential location, the personnel file shall clearly indicate the report’s location and how it can easily be accessed. The records 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.


1. For each administrator rated ineffective or partially effective on the annual summative evaluation, as measured by the evaluation rubrics, a corrective action plan shall be developed by administrator and the Superintendent or the designated supervisor.

2. If the summative evaluation rating is calculated before the end of the school year, then the corrective action plan shall be developed and the administrator and the Superintendent or designated supervisor shall meet to discuss the corrective action plan prior to September 15 of the following school year. The conference to develop and discuss the corrective action plan may be combined
with the administrator's annual summary conference that occurs at the end of the year of evaluation.

3. If the ineffective or partially effective summative evaluation rating is received after the start of the school year following the year of evaluation, then a corrective action plan must be developed, and the administrator and the Superintendent or designated supervisor shall meet to discuss the corrective action plan within fifteen administrator working days following the school district's receipt of the administrator's summative rating.

4. The content of the corrective action plan shall replace the content of the individual professional development plan required in N.J.A.C. 6A:9C-3.4(c) and 3.7(c) until the next annual summary conference.

5. The content of the corrective action plan shall:
   a. Address areas in need of improvement identified in the administrator evaluation rubric;
   b. Include specific, demonstrable goals for improvement;
   c. Include responsibilities of the evaluated employee and the school district for the plan's implementation; and
   d. Include timelines for meeting the goal(s).

6. The Superintendent or designated supervisor, and the administrator on a corrective action plan shall discuss the administrator's progress toward the goals outlined in the corrective action plan during each post-observation conference.

7. Progress toward the administrator's goals outlined in the corrective action plan shall be documented in the administrator's personnel file and reviewed at the annual summary conference or the mid-year evaluation, when applicable. Both the administrator on a corrective action plan and the Superintendent or designated supervisor may collect data and evidence to demonstrate the administrator's progress toward his or her corrective action plan goals.
Progress toward the administrator's goals outlined in the corrective action plan may be used as evidence in the administrator's next annual summative evaluation; however, such progress shall not guarantee an effective rating on the next summative evaluation.

Responsibilities of the evaluated administrator on a corrective action plan shall not be exclusionary of other plans for improvement determined to be necessary by the Superintendent or designated supervisor.

The corrective action plan shall remain in effect until the administrator receives his or her next summative evaluation rating.

I. Administrator Observations and Evaluations – N.J.A.C. 6A:10-6.2

1. The Superintendent shall determine the duration of observations required pursuant to N.J.S.A. 18A:27-3.1 for nontenured administrators.

2. Each nontenured administrator shall be observed and evaluated in the performance of his or her duties at least three times during each school year but not less than once during each semester.

3. Each tenured administrator shall be observed and evaluated in the performance of his or her duties at least once each school year. The Superintendent shall determine the duration of the observation.

4. Observations include, but are not limited to: observations of meetings, student instruction, parent conferences, and a case-study analysis of a significant student issue.

5. Each observation shall be followed within fifteen administrator working days by a conference between the Superintendent or designated supervisor who made the observation and written or electronic evaluation and the administrator. Both parties to such a conference shall sign the written or electronic evaluation report and each shall retain a copy for his or her records. The purpose of this procedure is to recommend as to reemployment, identify any
deficiencies, extend assistance for correction, and improve professional competence.

6. The administrator may submit his or her written objection(s) of the evaluation within ten administrator working days following the conference. The objection(s) shall be attached to each party’s copy of the annual written performance report.

7. The required observations and evaluations for nontenured administrators shall take place before April 30 each year. These observations and evaluations may cover that period between April 30 of one year and April 30 of the succeeding year except in the case of the first year of employment where the three evaluations and observations must have been completed prior to April 30.

8. The number of required observations and evaluations for nontenured administrators may be reduced proportionately when an individual administrator's term of service is less than one academic year.

9. Evaluations for tenured administrators shall be completed prior to June 30.

Adopted:
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 designated supervisor 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 designated supervisor, 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:10-7.3.

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.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:10-7.1 and 7.3
Adopted:
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R 3224 EVALUATION OF PRINCIPALS, VICE PRINCIPALS, AND
ASSISTANT PRINCIPALS

A. Definitions – N.J.A.C. 6A:10-1.2

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

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

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

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

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

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

“Corrective Action Plan” means a written plan developed by the Superintendent or designee in collaboration with the Principal, VicePrincipal, and Assistant Principal to address deficiencies as outlined in an
evaluation. The corrective action plan shall include timelines for corrective action, responsibilities of the individual Principal, Vice Principal, and Assistant Principal and the school district for implementing the plan, and specific support that the district shall provide.

"Department" means the New Jersey Department of Education.

"Designated supervisor" means the supervisor designated by the Superintendent of Schools as the Principal's, Vice Principal's, or Assistant Principal's supervisor.

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

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

"Evaluation" means an appraisal of an individual's professional performance in relation to his or her job description, professional standards, and Statewide evaluation criteria that incorporates analysis of multiple measures of student achievement or growth and multiple data sources.

"Evaluation rubric" means a set of criteria, measures, and processes used to evaluate all Principals, Vice Principals, and Assistant Principals in a specific school district or local education agency. Evaluation rubrics consist of measures of professional practice, based on educator practice instruments and student outcomes. Each Board of Education will have an evaluation rubric specifically for teachers, another specifically for Principals, Vice Principals, and Assistant Principals, and evaluation rubrics for other categories of teaching staff members.
"Indicators of student progress and growth" means the results of assessment(s) of students as defined in N.J.A.C. 6A:8, Standards and Assessment.


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

"Model evaluation rubric" means district educator evaluation rubrics that have been reviewed and accepted by the Commissioner. A model teaching or principal evaluation rubric includes a teacher or principal practice instrument that appears on the Department's list of approved educator practice instruments.

"Observation" means a method of collecting data on the performance of a Principal's, Vice Principal's, and Assistant Principal's assigned duties and responsibilities. An observation for the purpose of evaluation will be included in the determination of the annual summative evaluation rating and shall be conducted by the Superintendent or designee.

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

"Principal practice instrument" means an assessment tool that provides scales or dimensions that capture competencies of professional performance; and differentiation of a range of professional performance as described by the scales, which must be shown in practice and/or research studies. The scores from the principal practice instrument are components of the evaluation rubrics and the scores are included in the summative evaluation rating for the individual.
“Scoring guide” means a set of rules or criteria used to evaluate a performance, product, or project. The purpose of a scoring guide is to provide a transparent and reliable evaluation process. Educator practice instruments include a scoring guide that an evaluator uses to structure his or her assessments and ratings of professional practice.

“Semester” means half of the school year.

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

“Student growth objective” means an academic goal that teachers and evaluators set for groups of students.

“Student growth percentile” means a specific metric for measuring individual student progress on Statewide assessments by tracking how much a student’s test scores have changed relative to other students Statewide with similar scores in previous years.

“Superintendent” means Superintendent of Schools or Chief School Administrator.

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

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

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

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

All information contained in written performance reports and all information collected, compiled, and/or maintained by employees of the Board of Education for the purposes of conducting the educator evaluation process pursuant to N.J.A.C. 6A:10-1.1 et seq. shall be confidential. Such information shall not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. Nothing contained in N.J.A.C. 6A:10-1.1 et seq. shall be construed to prohibit the Department or a school district from, at its discretion, collecting evaluation data pursuant to N.J.S.A. 18A:6-123.e or distributing aggregate statistics regarding evaluation data.

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

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


3. Evaluation rubrics shall be submitted to the Commissioner by June 1 for approval by August 1 of each year.
E. Duties of the Board of Education—N.J.A.C. 6A:10-2.2

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

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

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

c. Ensure the Superintendent annually notifies all Principals, Vice Principals, and Assistant Principals of the adopted evaluation policies and procedures no later than October 1. If a Principal, Vice Principal, or Assistant Principal is hired after October 1, the Board/Superintendent shall notify all Principals, Vice Principals, and Assistant Principals of the policies and procedures 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 within ten Principal, Vice Principal, or Assistant Principal working days of adoption;

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

e. Ensure the Principal of each school within the school district has established a School Improvement Panel pursuant to N.J.A.C. 6A:10-3.1. The panel shall be established annually by August 31 and shall carry out the duties and functions described in N.J.A.C. 6A:10-3.2;
f. Ensure data elements are collected and stored in an accessible and usable format. Data elements shall include, but not be limited to, scores or evidence from observations for the purpose of evaluation and student growth objective data; and

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

2. The Board of Education shall ensure the following training procedures are followed when implementing the evaluation rubric for all Principals, Vice Principals, and Assistant Principals and, when applicable, applying the Commissioner-approved principal practice instruments:

a. Annually provide training on and descriptions of each component of the evaluation rubric for all Principals, Vice Principals, and Assistant Principals who are being evaluated in the school district and provide more thorough training for any Principals, Vice Principals, and Assistant Principals who are being evaluated for the first time. Training shall include detailed descriptions of all evaluation rubric components including, when applicable, detailed descriptions of student achievement measures and all aspects of the principal practice instrument;

b. Provide training on the principal practice instrument for the Superintendent or designated supervisor who will conduct observations for the purpose of evaluation of Principals, Vice Principals, or Assistant Principals.
Training shall be provided before the observer conducts his or her first observation for the purpose of evaluation;

c. Annually provide updates and refresher training on the principal practice instrument for any supervisor who will observe principal practice for the purpose of increasing accuracy and consistency among observers;

d. The Superintendent shall annually certify to the Department that all evaluators of Principals, Vice Principals, and Assistant Principals in the school district who are utilizing principal practice instruments have completed training on the instrument and its application and have demonstrated competency in applying the principal practice instrument.

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

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

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

3. Beginning in 2017-2018, the District Evaluation Advisory Committees shall no longer be required and the Board of Education shall have the discretion to continue the District’s Evaluation Advisory Committee.
G. Evaluation Procedures for Principals, Vice Principals, and Assistant Principals - N.J.A.C. 6A:10-2.4

1. The provisions outlined in Policy and Regulation 3224 and N.J.A.C. 6A:10-2.4 shall be the minimum requirements for the evaluation of Principals, Vice Principals, and Assistant Principals.

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

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

   b. Job descriptions, evaluation rubrics for Principals, Vice Principals, and Assistant Principals, the process for calculating the summative ratings and each component and the evaluation regulations set forth in N.J.A.C. 6A:10-1 et seq.;

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

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

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

   f. The process for preparation of an annual written performance report by the Superintendent or designated supervisor, and an annual summary conference between
3. The annual summary conference between the Superintendent or designated supervisor and the Principal, Vice Principal, or Assistant Principal shall be held before the written performance report is filed. The conference shall occur on or before June 30 of each year and shall include, but not be limited to, a review of the following:

a. The performance of the Principal, Vice Principal, or Assistant Principal based upon the job description and, when applicable, the scores or evidence compiled using the evaluation rubric, including, when applicable, the principal practice instrument;

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

c. Available indicators or scores of student achievement or growth, when applicable, such as student growth objective scores and student growth percentile scores; and

d. The preliminary annual written performance report.

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

5. The annual written performance report for the Principal, Vice Principal, or Assistant Principal shall be prepared by the Superintendent or designated supervisor and shall include, but not be limited to:
A summative rating based on the evaluation rubric, including, when applicable, a total score for each component as described in N.J.A.C. 6A:10-5;

b. Performance area(s) of strength and area(s) needing improvement based upon the job description, observations for the purpose of evaluation and, when applicable, the principal practice instrument; and

c. An individual professional development plan developed by the Superintendent or designated supervisor and the Principal, Vice Principal, or Assistant Principal or, when applicable, a corrective action plan from the evaluation year being reviewed in the report.

6. The Principal, Vice Principal, or Assistant Principal and the Superintendent or designated supervisor shall sign the report within five working days of the review.

7. The Board of Education shall include all written performance reports and supporting data, including, but not limited to, written observation reports and additional components of the summative evaluation rating as part of the Principal’s, Vice Principal’s, or Assistant Principal’s personnel file, or in an alternative, confidential location. If reports and data are stored in an alternate location, the personnel file shall clearly indicate the report’s location and how it can be easily accessed. The records 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.

H. Corrective Action Plans for Principals, Vice Principals, and Assistant Principals – N.J.A.C. 6A:10-2.5

1. For each Principal, Vice Principal, and Assistant Principal rated ineffective or partially effective on the annual summative evaluation, as measured by the evaluation rubrics, a corrective action plan shall be developed by the Principal, Vice Principal, or Assistant Principal and the Superintendent or designated supervisor.
2. If the summative evaluation rating is calculated before the end of the school year, then the corrective action plan shall be developed and the Principal, Vice Principal, or Assistant Principal and the Superintendent or designated supervisor shall meet to discuss the corrective action plan prior to September 15 of the following school year. The conference to develop and discuss the corrective action plan may be combined with the Principal’s, Vice Principal’s, or Assistant Principal’s annual summary conference that occurs at the end of the year of evaluation.

3. If the ineffective or partially effective summative evaluation rating is received after the start of the school year following the year of evaluation, then a corrective action plan must be developed, and the Principal, Vice Principal, or Assistant Principal and the Superintendent or designated supervisor shall meet to discuss the corrective action plan within fifteen Principal, Vice Principal, or Assistant Principal working days following the school district’s receipt of the Principal’s, Vice Principal’s, or Assistant Principal’s summative rating.

4. The content of the corrective action plan shall replace the content of the individual professional development plan required in N.J.A.C. 6A:9C-3.4(c) and 3.7(c) until the next annual summary conference.

5. The content of the corrective action plan shall:

   a. Address areas in need of improvement identified in the principal evaluation rubric;

   b. Include specific, demonstrable goals for improvement;

   c. Include responsibilities of the evaluated employee and the school district for the plan’s implementation; and

   d. Include timelines for meeting the goal(s).
6. The Superintendent or designated supervisor and the Principal, Vice Principal, or Assistant Principal on a corrective action plan shall discuss the employee's progress toward the goals outlined in the corrective action plan during each post-observation conference, when required by N.J.S.A. 18A:27-3.1 or N.J.A.C. 6A:10-5.4.

7. Progress toward the Principal's, Vice Principal's, or Assistant Principal's goals outlined in the corrective action plan shall be documented in the Principal's, Vice Principal's, or Assistant Principal's personnel file and reviewed at the annual summary conference or the mid-year evaluation, when applicable. Both the Principal, Vice Principal, or Assistant Principal on a corrective action plan and the Superintendent or designated supervisor may collect data and evidence to demonstrate the Principal's, Vice Principal's, or Assistant Principal's progress toward his or her corrective action plan goals.

8. Progress toward the goals outlined in the corrective action plan may be used as evidence in the Principal's, Vice Principal's, or Assistant Principal's next annual summative evaluation; however, such progress shall not guarantee an effective rating on the next summative evaluation.

9. Responsibilities of the evaluated Principal, Vice Principal, or Assistant Principal on a corrective action plan shall not be exclusionary of other plans for improvement determined to be necessary by the Superintendent or designated supervisor.

10. The Superintendent or designated supervisor and the Principal, as appropriate, shall conduct a mid-year evaluation of any Principal, Vice Principal, or Assistant Principal pursuant to N.J.S.A. 18A:6-121.e. If the corrective action plan was created before the start of the year, the mid-year evaluation shall occur midway between the development of the corrective action plan and the annual summary conference. The mid-year evaluation shall include, at a minimum a conference to discuss progress toward the Principal's, Vice Principal's, or Assistant Principal's goals outlined in the
corrective action plan. The mid-year evaluation conference may be combined with a post-observation conference.

11. The Superintendent shall ensure Principals, Vice Principals, and Assistant Principals with a corrective action plan receive one observation and a post-observation in addition to the observations required in N.J.A.C. 6A:10-5.4 for the purpose of evaluation as described in N.J.A.C. 6A:10-1.2 and 5.4. The Superintendent or Principal shall determine the length of the observation.

12. The corrective action plan shall remain in effect until the Principal, Vice Principal, or Assistant Principal receives his or her next summative evaluation rating.

I. Components of Principal Evaluation Rubrics – N.J.A.C. 6A:10-5.1

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

2. The principal evaluation rubric shall meet the standards provided in N.J.S.A. 18A:6-123, including, but not limited to:

   a. Measures of student achievement pursuant to N.J.A.C. 6A:10-5.2; and

   b. Measures of principal practice pursuant to N.J.A.C. 6A:10-5.3 and 5.4.

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

4. Each score shall be converted to a percentage weight so all measures make up 100 percent of the evaluation rubric. By August 31 prior to the academic year in which the evaluation
rubric applies, the Department shall provide on its website the required percentage weight of each component and the required summative rating scale. All components shall be worth the following percentage weights or fall within the following ranges:

a. If, according to N.J.A.C. 6A:10-5.2(b), the Principal, Vice Principal, or Assistant Principal receives a school-wide student growth percentile score as described in N.J.A.C. 6A:10-5.2(c), the score shall be at least ten percent and no greater than forty percent of evaluation rubric rating as determined by the Department.

b. Measure of average student growth objective for all teachers, as described in N.J.A.C. 6A:10-5.2(d), shall be at least ten percent and no greater than twenty percent of evaluation rubric rating as determined by the Department.

c. Measure of administrator goal, as described in N.J.A.C. 6A:10-5.2(e), shall be no less than ten percent and no greater than forty percent of evaluation rubric rating as determined by the Department.

d. Measure of principal practice, as described in N.J.A.C. 6A:10-5.3(b), shall be thirty percent of evaluation rubric rating.

e. Measure of leadership practice, as described in N.J.A.C. 6A:10-5.3(c), shall be twenty percent of evaluation rubric rating.

f. Notwithstanding the provisions of a. through e. above, if an appeal of the administrator goal is approved, according to N.J.A.C. 6A:10-5.2(e)5, the administrator goal weight and the principal practice weight shall be adjusted by the Superintendent or the Commissioner, as applicable according to N.J.A.C. 6A:10-5.2(e)5.

5. Standardized assessments, used as a measure of student progress, shall not be the predominant factor in determining a Principal’s annual summative rating.
6. The Department shall periodically collect principal evaluation rubric data that shall include, but are not limited to, component-level scores and annual summative ratings.

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

1. Measures of student achievement shall be used to determine impact on student learning and shall include the following components:

   a. The school-wide student growth percentile of all students assigned to the Principal;

   b. Average student growth objective scores of every teacher, as described in N.J.A.C. 6A:10-4.2(e), assigned to the Principal; and

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

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

4. The average student growth objective scores of all teachers, as described in N.J.A.C. 6A:10-4.2(e), shall be a component of the Principal's annual summative rating. The average student growth objective scores for Vice Principals or Assistant Principals shall be determined according to the following procedures:
   a. The Principal, in consultation with the Vice Principal or Assistant Principal, shall determine prior to the start of the year, which teachers, if not all teachers in the school, shall be linked to the Vice Principal's and Assistant Principal's average student growth objective score.
   b. If the Vice Principal or Assistant Principal does not agree with the list of teachers linked to his or her name for the purposes of this measurement, the Principal shall make the final determination.

5. Administrator goals for Principals, Vice Principals, or Assistant Principals shall be developed and measured according to the following procedures:
   a. The Superintendent shall determine for all Principals, Vice Principals, or Assistant Principals, the number of required administrator goals which shall reflect the achievement of a significant number of students within the school. By August 31 prior to the academic year in which the evaluation rubric applies, the Department shall provide on the Department's website the minimum and maximum number of required goals, which will be at least one goal and no more than four goals.
   b. Principals, Vice Principals, or Assistant Principals shall develop, in consultation with the Superintendent or designated supervisor, each administrator goal. Vice Principals and Assistant Principals shall set goals specific to his or her job description or adopt the same goals as his
or her Principal. If the Principal, Vice Principal, or Assistant Principal and Superintendent or designated supervisor do not agree upon the goal score, the Principal's, Vice Principal's, or Assistant Principal's Superintendent or designated supervisor shall make the final determination.

c. Administrator goals and the criteria for assessing performance based on those objectives shall be determined, recorded, and retained by the Principal, Vice Principal, or Assistant Principal and the Superintendent or designated supervisor by October 31 of each academic year, or within twenty work days of the Principal's, Vice Principal's, or Assistant Principal’s start date if he or she begins work after October 1.

d. The administrator goal score shall be calculated by the Superintendent or designated supervisor of the Principal, Vice Principal, or Assistant Principal. The Principal's, Vice Principal's, or Assistant Principal's administrator goal score, if available, shall be discussed at his or her annual summary conference and recorded in his or her personnel file.

6. The Superintendent shall remove a teacher's student growth objective score from the Principal's, Vice Principal's, or Assistant Principal's final average student growth objective score for the 2013-2014 academic year and adjust the annual summative rating accordingly if:

a. A Principal's, Vice Principal's, or Assistant Principal's average student growth objective for the 2013-2014 academic year included a teacher's student growth objective that was successfully appealed according to N.J.A.C. 6A:10-4.2(f); and

b. Failure to remove the score would cause the Principal's, Vice Principal's, or Assistant Principal's annual summative rating to be ineffective or partially effective.
K. Principal Practice Component of Evaluation Rubric – N.J.A.C. 6A:10-5.3

1. Measures of principal practice shall include the following components:

   a. A measure determined through a Commissioner-approved principal practice instrument; and

   b. A leadership measure determined through the Department-created leadership rubric.

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

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

L. Principal, Vice Principal, and Assistant Principal Observations – N.J.A.C. 6A:10-5.4

1. The Superintendent or designated supervisor 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).

2. A Principal, or the Superintendent or designated supervisor, shall conduct observations for the evaluation of Vice Principals and Assistant Principals pursuant to N.J.S.A. 18A:6-121.

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

4. Post-observation conferences shall include the following procedures:

a. A Superintendent or designated supervisor who was present at the observation shall conduct a post-observation conference with the Principal, Vice Principal, or Assistant Principal being observed. A post-observation conference shall occur no more than fifteen Principal, Vice Principal, or Assistant Principal working days following each observation.

b. The post-observation conference shall be for the purpose of reviewing the data collected at the observation, connecting the data to the principal practice instrument and the Principal's, Vice Principal's, or Assistant Principal's individual professional development plan, collecting additional information needed for the evaluation, and offering areas to improve effectiveness.

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

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

e. A written or electronic evaluation report shall be signed by the Superintendent or designated supervisor who conducted the observation and post-observation and the Principal, Vice Principal, or Assistant Principal who was observed.
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f. The Principal, Vice Principal, or Assistant Principal shall submit his or her written objection(s) of the evaluation within ten Principal, Vice Principal, or Assistant Principal working days following the conference. The objection(s) shall be attached to each party’s copy of the annual written performance report.

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

M. Principal Practice Instrument – N.J.A.C. 6A:10-7.3

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

a. Incorporate domains of practice and/or performance criteria that align to the 2008 ISLLC Professional Standards for School Leaders developed by the Interstate School Leadership Licensure Consortium incorporated herein by reference, available at:

   http://www.ccsso.org/documents/2008
   educational_leadership_policy_standards
   2008.pdf:

b. Include scoring guides for assessing teacher practice that differentiate among a minimum of four levels of performance, and the differentiation has been shown in practice and/or research studies. Each scoring guide shall clearly define the expectations for each category and provide a conversion for the four categories for each category and provide a conversion for the four categories: ineffective, partially effective, effective, and highly effective;
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c. Be based on multiple sources of evidence collected throughout the year;
d. Incorporate an assessment of the Principal’s leadership for implementing a rigorous curriculum and assessments aligned to the Core Curriculum Content Standards;
e. Incorporate an assessment of the Principal’s leadership for high-quality instruction;
f. Include an assessment of the Principal’s performance in evaluating teachers; and
g. Include an assessment of the Principal’s support for teachers’ professional growth.

2. For Commissioner-approval of a principal practice instrument in 2015 or any year thereafter, the instrument shall include a process to assess competency on the evaluation instrument which the school district may choose to use as a measure of competency.

Adopted:
3431.1 FAMILY LEAVE

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A. Introduction
The Board will provide family leave in accordance with the Federal Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA).

FMLA leave for eligible staff members shall be up to twelve weeks leave of absence in a twelve month period upon advance notice to the district for the birth of a son or daughter of the staff member and in order to care for such son or daughter; for the placement of a son or daughter with the staff member for adoption or foster care; in order to care for the spouse, son, daughter, or parent of the staff member if such spouse, son, daughter, or parent has a serious health condition; or for a serious health condition that makes the staff member unable to perform the functions of the position of such staff member, or because of any qualifying exigency arising out of the fact that the staff member’s spouse, son, daughter, or parent is a military member on active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty). In addition, eligible staff members may take up to a combined total of twenty-six workweeks in a single twelve month period to care for a covered servicemember with a serious injury or illness.

NJFLA leave for teaching staff members shall be up to twelve weeks leave of absence in any twenty-four month period upon advance notice to the district so that a staff member may provide care made necessary by the birth of a child of the staff member, the placement of a child with the staff member in connection with adoption of such child by the staff member, and the serious health condition of a spouse, parent, or child.

B. Applicability

The Board will comply with requirements of the New Jersey and Federal Family Leave laws. The laws have similar and different provisions that may provide different rights and obligations for the staff member and/or the Board. The staff member shall be afforded the most favorable rights if there is a conflict in the rights afforded to the staff member under the two laws.

1. If the staff member is eligible for leave for reasons provided under the FMLA and NJFLA, then the time taken shall be concurrent and be applied to both laws.
2. The NJFLA provides twelve weeks leave in a twenty-four month period while the FMLA provides twelve weeks leave in a twelve-month period. A staff member is eligible for up to twelve weeks leave in the first twelve months of the twenty-four month period under the NJFLA. A staff member is eligible for up to twelve weeks leave in the second twelve-month period under the FMLA.

3. In the event the reason for the family leave is recognized under one law and not the other law, the staff member is eligible for each law’s leave entitlements within one twelve-month period. (Example: A staff member may use their FMLA leave for a twelve week family leave for their own pregnancy, which is considered a “serious health condition” under FMLA, and upon conclusion of the twelve week FMLA leave, the staff member would be eligible for a twelve week NJFLA leave to care for their newborn or any other reasons pursuant to the NJFLA.)

C. Definitions

1. Federal Family and Medical Leave Act (FMLA)

“Contingency operation” means a military operation that results in the call or order to, or retention on, active duty of members of the uniformed services during a war or during a national emergency declared by the President or Congress.

“Covered active duty” or “call to covered active duty” means duty during deployment of a member with the Armed Forces to a foreign country and, in the case of a member of the Reserve components of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation.

“Covered servicemember” means a current member of the Armed Forces (including National Guard or Reserves), who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness; or a covered veteran undergoing medical treatment, recuperation, or therapy for a serious injury or illness.
“Covered veteran” means an individual who was a member of the Armed Forces (including National Guard or Reserves), discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible staff member takes FMLA leave to care for the covered veteran. For a veteran discharged prior to March 8, 2013, the effective date of the FMLA Final Rule, the period between October 28, 2009 and March 8, 2013 will not count towards the determination of the five-year period. 29 CFR §825.127(b)(2)

“Military caregiver leave” means leave taken to care for a covered servicemember with a serious injury or illness under FMLA. 29 CFR §825.127

“Next of kin of a covered servicemember” means the nearest blood relative other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember’s next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember’s only next of kin. For example, if a covered servicemember has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered servicemember’s next of kin. Alternatively, where a covered servicemember has a sibling(s) and designates a cousin as his or her next of kin for FMLA purposes, then only the designated cousin is eligible as the covered servicemember’s next of kin. An employer is permitted to require an employee to provide confirmation of covered family relationship to the covered servicemember pursuant to 29 CFR §825.122(k). 29 CFR §825.127(d)(3)
"Outpatient status" means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. 29 CFR §825.127(b)(1)

"Parent" means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a son or daughter as defined below. This term does not include parents "in law."

"Parent of a covered servicemember" means a covered servicemember’s biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents "in law."

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical facility or continuing treatment by a health care provider. "Serious health condition" may include treatment of substance abuse pursuant to 29 CFR §825.119.

"Serious injury or illness," only in the case of a veteran or current member of the Armed Forces, means:

a. In the case of a current member of the Armed Forces, including a member of the National Guard or Reserves, an injury or illness that was incurred by the covered servicemember in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating; and

b. In the case of a covered veteran, an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on
active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:

(1) A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember’s office, grade, rank, or rating; or

(2) A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of fifty percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or

(3) A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

(4) An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers. 29 CFR §825.127(c)

“Single twelve-month period” means that a military caregiver’s leave begins on the first day the staff member takes FMLA leave and ends twelve months after that date, regardless of the twelve-month period established by the district for other FMLA leave reasons. 29 CFR §825.127(e)(1)

“Son” or “daughter” means a biological, adopted, or foster child, stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age eighteen or age eighteen or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence.
“Son or daughter of the covered servicemember” means a covered servicemember's biological, adopted or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age. 29 CFR §825.127(d)(1)

“Son or daughter on covered active duty or call to covered active duty status” means the staff member's biological, adopted or foster child, stepchild, legal ward, or a child for whom the staff member stood in loco parentis, who is on covered active duty or call to covered active duty status, and who is of any age. 29 CFR §825.126(a)(5)

“Spouse” means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under State law in the State in which the marriage was entered into or, in the case of a marriage entered into outside of any State, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This definition includes an individual in a same-sex marriage or common law marriage. 29 CFR §825.122

“Staff member” means an employee eligible for family and medical leave in accordance with the Federal Family and Medical Leave Act (FMLA).

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

2. New Jersey Family Leave Act (NJFLA)

“Child” means a biological, adopted or foster child, stepchild, legal ward, child of a parent who is under eighteen years of age or a child eighteen years of age or older but incapable of self-care because of a mental or physical impairment.

“Continuing medical treatment” or “continuing supervision by a health care provider” means a period of incapacity or a period of absence in accordance with N.J.A.C. 13:14.

“Parent” means a biological, adoptive, or foster parent; step-parent; parent-in-law; a legal guardian having a “parent-child relationship” with a
child as defined by law; or a person who has sole or joint legal or physical custody, care, guardianship, or visitation with a child.

“Serious health condition” means an illness, injury, impairment, or physical or mental condition that requires inpatient care in a hospital, hospice, or residential medical facility or continuing medical treatment or continuing supervision by a health care provider.

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

“Staff member” means an employee eligible for family leave in accordance with the New Jersey Family Leave Act.

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

D. Eligibility

1. Federal Family and Medical Leave Act (FMLA)

A staff member shall become eligible for FMLA leave after he/she has been employed at least twelve months in this district and employed for at least 1250 hours of service during the twelve-month period immediately preceding the commencement of the leave. The twelve months the staff member must have been employed need not be consecutive months pursuant to 29 CFR §825.110(b). The minimum 1250 hours of service shall be determined according to the principles established under the Fair Labor Standards Act (FLSA) for determining compensable hours of work pursuant to 29 CFR §785. Entitlement to FMLA leave taken for the birth of a son or daughter or placement of a son or daughter with the staff member for adoption or foster care shall expire at the end of the twelve-month period beginning on the date of such birth or placement.

Pursuant to 29 CFR §825.201, a husband and wife both employed by the district are limited to a combined total of twelve weeks of leave during the twelve-month period if the leave is taken for the birth of a son or daughter of the staff member or to care for such son or daughter after birth; for placement of a son or daughter with the staff member for adoption or
foster care or in order to care for the son or daughter after placement; or to care for the staff member’s parent with a serious health condition.

The method to determine the twelve-month period in which the twelve weeks of FMLA leave entitlement occurs will be the twelve month period measured forward from when the staff member’s first leave begins.

A staff member during any period of FMLA leave is prohibited from performing any services on a full-time basis for any person for whom the staff member did not provide services immediately prior to commencement of the leave. A staff member using FMLA leave may commence part-time employment that shall not exceed half the regularly scheduled hours worked for the district. The staff member may continue the part-time employment that commenced prior to the FMLA leave at the same number of hours that the staff member was regularly scheduled prior to such leave.

2. New Jersey Family Leave Act (NJFLA)

A staff member shall become eligible for NJFLA leave after he/she has been employed at least twelve months in this district for not less than 1,000 base hours, excluding overtime, during the immediate preceding twelve month period. The calculation of the twelve-month period to determine eligibility shall commence with the commencement of the NJFLA leave. NJFLA leave taken for the birth or adoption of a healthy child may commence at any time within a year after the date of the birth or placement for adoption.

The district shall grant a family leave under NJFLA to more than one staff member from the same family (for example, a husband and a wife, or a brother and a sister) at the same time, provided such staff members are otherwise eligible for the leave. N.J.A.C. 13:14-1.12

A staff member during any period of the NJFLA leave is prohibited from performing any services on a full-time basis for any person for whom the staff member did not provide services immediately prior to commencement of the leave. A staff member on NJFLA leave may commence part-time employment that shall not exceed half the regularly scheduled hours worked for the district. The staff member may continue
the part-time employment that commenced prior to the NJFLA leave at the same number of hours that the staff member was regularly scheduled prior to such leave.

The method to determine the twenty-four month period in which the twelve weeks of NJFLA leave entitlement occurs will be the twenty-four month period measured forward from when the staff member’s first leave begins.

E. Types of Leave

1. Federal Family and Medical Leave Act (FMLA)

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

a. Leave for the birth of a son or daughter or placement of a son or daughter with the staff member for adoption or foster care may not be taken by a staff member intermittently or on a reduced leave schedule.

b. Leave may be taken intermittently or on a reduced leave schedule when medically necessary for planned and/or unanticipated medical treatment of a related serious health condition by or under the supervision of a health care provider, or for recovery from treatment or recovery from a serious health condition.

c. Intermittent leave means leave scheduled for periods of time from one hour or more to several weeks; however, the total time within which the leave is taken can not exceed a twelve month period for each serious health condition episode. Intermittent leave may be taken for a serious health condition that requires periodic treatment by a health care provider, rather than one continuous period of time. Intermittent leave may also be taken for absences where the staff member is incapacitated or unable to perform the essential
functions of the position because of a serious health condition even if the staff member does not receive treatment by a health care provider. The staff member shall make a reasonable effort to schedule intermittent leave so as not to unduly disrupt the operations of the instructional/educational program.

d. Reduced leave means leave scheduled for fewer than the staff member’s usual number of hours worked per workweek, but not fewer than a staff member’s usual number of hours worked per workday, unless otherwise agreed to by the staff member and the district. A staff member is entitled, at the option of the staff member, to take leave on a reduced leave schedule not exceeding twenty-four consecutive weeks. The staff member 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.

e. The fact that a holiday may occur within the week taken by a staff member as Family Leave has no effect and the week is counted as a week of Family Leave. However, if the staff member is out on Family Leave and the school district is closed and the staff member would not be expected to report for work for one or more weeks, the weeks the school district is closed for this staff member do not count against the staff member’s family leave entitlement.

Any leave time remaining after a staff member has exhausted his/her entitlement to intermittent leave in any twelve month period may be taken as consecutive leave or reduced leave, and any leave time remaining after a staff member has exhausted his/her entitlement to reduced leave in any twelve month period may be taken as consecutive leave or intermittent leave.

f. “Instructional employees” as defined in 29 CFR §825.600(c) are those staff members whose principal function is to teach and
instruct students in class, a small group, or in an individual setting. This term includes teachers, athletic coaches, driving instructors, and special education assistants, such as signers for the hearing impaired. Teacher assistants or aides who do not have as their principal job actual teaching or instructing, guidance counselors, child study team members, curriculum specialists, cafeteria workers, maintenance workers and/or bus drivers are not considered instructional employees for the purposes of this policy. Semester as defined in 29 CFR §825.602(a)(3)(b) means the school semester that typically ends near the end of the calendar year and the end of the spring each school year. A school district can have no more than two semesters in a school year.

(1) Leave taken at the end of the school year and continues into the beginning of the next school year is considered consecutive leave.

(2) In accordance with 29 CFR §825.601(a)(1), eligible instructional staff members that need intermittent or reduced leave to care for a family member, or for the staff member’s own serious health condition which is foreseeable based on planned medical treatment and the staff member would be on leave more than twenty percent of the total number of working days over the period the leave would extend, the district:

(a) May require the staff member to take the leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or

(b) Transfer the staff member temporarily to an available alternative position for which the staff member is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the staff member’s regular position.
(3) In accordance with 29 CFR §825.601, if the instructional staff member does not give the required notice for leave that is foreseeable and desires the leave to be taken intermittently or on a reduced leave schedule, the district may require the staff member to take leave of a particular duration, or to transfer temporarily to an alternative position. Alternatively, the district may require the staff member to delay taking the leave until the notice provision is met.

(4) In accordance with 29 CFR §825.602, if an instructional staff member begins leave more than five weeks before the end of the school year, the district may require the staff member to continue taking leave until the end of the semester if:

(a) The leave will last three weeks; and

(b) The staff member would return to work during the three-week period before the end of the semester.

(5) In accordance with 29 CFR §825.602, if an instructional staff member begins leave for a purpose other than the staff member's own serious health condition during the five-week period before the end of the semester, the district may require the staff member to continue taking leave until the end of the semester if:

(a) The leave will last more than two weeks; and

(b) The staff member would return to work during the two-week period before the end of the semester.

(Example of leave falling within these provisions: If a staff member plans two weeks of leave to care for a family member which will begin three weeks before the end of the term, the district could require the staff member to stay out on leave until the end of the term.)
(6) In accordance with 29 CFR §825.602, if an instructional staff member begins leave for a purpose other than the staff member's own serious health condition during the three week period before the end of a semester, the district may require the staff member to continue taking leave until the end of the semester if the leave will last more than five working days.

(7) In the event the district requires the instructional staff member to take additional leave to the end of the semester in accordance with (4), (5), or (6) above, the additional leave days shall not be counted as FMLA leave.

g. Servicemember qualifying exigency leave may arise out of the foreign deployment of the staff member's spouse, child, or parent 29 CFR §§825.122 and 126:

(1) The district must grant an eligible staff member up to twelve work weeks of unpaid, job-protected leave during any twelve-month period for qualifying exigencies that arise when the staff member's spouse, child, or parent is on covered active duty, or has been notified of an impending call or order to covered active duty.

(2) The military member must be the spouse, son, daughter, or parent of the staff member taking FMLA exigency leave.

(3) FMLA leave can be granted for one or more of the following exigencies:

(a) Short-notice deployment:

   i. Notification of duty seven or less calendar days prior to date of deployment;

   ii. Leave can be used for a period of seven calendar days beginning on the date the military member is notified.
(b) Military events and related activities, including official ceremonies, programs, or events sponsored by the military and related to the covered active duty or call to covered active duty status of the military member; and to attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross.

(c) Childcare and school activities including arranging for alternative childcare; providing childcare on an urgent, immediate need basis (not routine, regular, or everyday basis); to enroll in or transfer to a new school or day care facility; or to attend meetings with staff at a school or day care facility:

i. The son or daughter must be the son or daughter of the covered servicemember.

(d) Financial and legal arrangements made to address the military member's absence while on covered active duty or call to covered active duty status.

(e) Counseling, provided by someone other than a health care provider for oneself, for the military member, or qualified child, if the need arises from the covered active duty or call to covered active duty status of the military member.

(f) Rest and Recuperation (R&R) to spend time with the military member on short-term, temporary R&R leave during a term of deployment:

i. Can be used for a period of fifteen calendar days beginning on the date the military member commences each instance of R&R leave.
(g) Post-deployment activities such as ceremonies or briefings including any that arise from the death of the military member while on covered active duty.

(h) Parental care for one meeting the definition of a "parent" and incapable of self care including: arranging alternative care; providing care on an immediate need basis; and to attend meetings or arrange services at a care facility.

(i) Additional activities in accordance with 29 CFR §825.126(b)(9).

Military caregiver leave provides care for a covered servicemember with a serious injury or illness 29 CFR §§825.122 and 127:

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

(a) The eligible staff member must be the spouse, son, daughter, parent, or next of kin of the covered servicemember.

(b) The staff member is limited to a combined total of twenty-six workweeks for any FMLA-qualifying reasons during the single twelve-month period. Up to twelve of the twenty-six weeks may be for an FMLA-qualifying reason other than military caregiver leave.

(c) Spouses who are eligible for FMLA leave and are employed by the same covered employer may be limited to a combined total of twenty-six workweeks of leave during a single twelve-month period if the leave is taken for birth of the employee's son or daughter or to care for the child
after birth, for placement of a son or daughter with the employee for adoption or foster care, or to care for the child after placement, to care for the employee’s parent with a serious health condition, or to care for a covered servicemember with a serious injury or illness. If one spouse is ineligible for FMLA leave, the other spouse would be entitled to a full twenty-six workweeks of FMLA leave.

(2) Leave entitlement is applied on a per-covered-servicemember, per-injury basis.

(a) The staff member may take an additional twenty-six weeks of leave if the leave is to care for different covered servicemembers or to care for the same servicemember with a subsequent serious injury or illness, except that no more than twenty-six weeks of leave may be taken within any single twelve-month period.

(b) An eligible staff member may take military caregiver leave to care for more than one current service member or covered veteran at the same time or for the same family member with the same serious injury or illness both when the family member is a current servicemember and when the family member is a veteran.

(c) Military caregiver leave may be taken by eligible staff members whose family members are recent veterans with serious injuries or illnesses incurred or aggravated in the line of duty on active duty, and that manifested before or after the veteran left active duty.

2. New Jersey Family Leave Act (NJFLA)

A staff member may take NJFLA leave in consecutive weeks, as intermittent leave, or as reduced leave. A staff member who requests
intermittent or reduced leave shall make a reasonable effort to schedule such leave so as not to unduly disrupt the instructional/educational program. The district shall not require a staff member to take a leave of absence beyond the period of time the staff member requests family leave. N.J.A.C. 13:14-1.5(f)

a. In the case of a family member who has a serious health condition, leave may be taken intermittently when medically necessary. The total time within which the leave is taken, cannot exceed a twelve-month period for each serious health condition episode. The staff member will provide the district with prior notice of the leave in a manner which is reasonable and practicable; and the staff member shall make a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the instructional/educational program. In the case of the birth or adoption of a healthy child, the leave may be taken intermittently only if agreed to by the staff member and the district.

b. Reduced leave means leave scheduled for fewer than the staff member’s usual number of hours worked per workweek, but not fewer than a staff member’s usual number of hours worked per workday, unless otherwise agreed to by the staff member and the district. A staff member is entitled, at the option of the staff member, to take leave on a reduced leave schedule for a period not exceeding twenty-four consecutive weeks. The staff member is not entitled to take the leave on a reduced leave schedule without an agreement between the staff member and the district if the leave is taken for the birth or adoption of a healthy child. The staff member 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.
c. The fact that a holiday may occur within the week taken by a staff member as family leave has no effect and the week is counted as a week of family leave. However, if the staff member is out on family leave and the school district is closed and the staff member would not be expected to report for work for one or more weeks, the weeks the school district is closed for this staff member do not count against the staff member’s family leave entitlement.

Any leave time remaining after a staff member has exhausted his/her entitlement to intermittent leave in any twelve month period may be taken as consecutive leave or reduced leave, and any leave time remaining after a staff member has exhausted his/her entitlement to reduced leave in any twelve month period may be taken as consecutive leave or intermittent leave.

F. Notice

1. Federal Family and Medical Leave Act (FMLA)

a. Foreseeable Leave - A staff member eligible for FMLA leave must give at least a thirty day written advance notice to the Superintendent or designee if the need for the leave is foreseeable based on an expected birth, placement for adoption of foster care, or planned medical treatment for a serious health condition of the staff member or a family member. If thirty days is not practical, the staff member must provide notice “as soon as practicable” which means as soon as both possible and practical, taking into account all the facts and circumstances in the individual case. For foreseeable leave where it is not possible to give as much as thirty days notice “as soon as practicable” ordinarily would mean at least verbal notification to the Director of Human Resources within one or two business days or when the need for leave becomes known to the staff member. The written notice shall include the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave.

When planning medical treatment, the staff member must consult with the Director of Human Resources and make a reasonable
effort to schedule the leave so as not to unduly disrupt the educational

program, subject to the approval of the health care provider. Staff members are ordinarily expected to consult with the Director of Human Resources prior to scheduling of treatment that would require leave for a schedule that best suits the needs of the district and the staff member.

The district may delay the staff member taking leave for at least thirty days if the staff member fails to give thirty days notice for foreseeable leave with no reasonable excuse for the delay.

b. Unforeseeable Leave - When the approximate timing of the need for leave is not foreseeable, a staff member should give notice to the Director of Human Resources for leave as soon as practicable under the facts and circumstances of the particular case. It is expected the staff member will give notice to the Director of Human Resources within no more than one or two working days of learning of the need for leave, except in extraordinary circumstances where such notice is not foreseeable. The staff member should provide notice to the employer either in person or by telephone, telegraph, facsimile machine or other electronic means.

2. New Jersey Family Leave Act (NJFLA)

a. Foreseeable Leave - A staff member eligible for NJFLA leave must give at least a thirty day advance written notice to the Director of Human Resources of the need to take family leave except where the need to take family leave is not foreseeable.

(1) Notice for leave to be taken for the birth or placement of the child for adoption shall be given at least thirty 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 days, the staff member shall provide such notice that 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 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 days, the staff member shall provide such notice that is reasonable and practicable.

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

b. Unforeseeable Leave - When the need for leave is not foreseeable, the staff member must provide notice “as soon as practicable” which shall be at least verbal notice to the Director of Human Resources within one or two business days of the staff member learning of the need to take family leave. Whenever emergent circumstances make written notice impracticable, the staff member may give verbal notice to the Director of Human Resources, but any verbal notice must be followed by written notice delivered within five (5) working days.

G. Leave Designation

An eligible staff member shall designate FMLA or NJFLA leave upon providing notice of the need for the leave or when the need for leave commences. The Director of Human Resources shall provide the staff member with this Policy to assist the staff member in determining the type of leave.

H. Benefits

Whether a staff member is required to use sick time or any other accrued leave time concurrent with FMLA or NJFLA leave time will depend upon either the district’s practice or a provision in the district’s collective bargaining agreement, if applicable. 29 CFR §825.100
The Board will maintain coverage under any group health insurance policy, group subscriber contract, or health care plan at the level and under the conditions coverage would have been provided if the staff member had continued to work instead of taking the leave. If the staff member was paying all or part of the premium payments prior to the leave, the staff member would continue to pay his/her share during the leave time. Any instructional employee who is on leave under NJFLA or FMLA at the end of the school year will be provided with any benefits over the summer that the staff member would normally receive if they had been working at the end of the school year.

I. Returning from Leave

The Federal Family and Medical Leave Act and/or the New Jersey Family Leave Act

A staff member returning from leave shall be entitled to the position he/she held when leave commenced or to an equivalent position of like seniority, status, employment benefits, pay and other conditions of employment. If the district experiences a reduction in force or layoff and the staff member would have lost his/her position had the staff member not been on family leave as a result of the reduction in force or pursuant to the good faith operation of a bona fide layoff and recall system including a system under any collective bargaining agreement, the staff member 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 the requested family leave may be permitted by the Board if the return does not unduly disrupt the instructional program or require the Board to incur the cost of continuing the employment of a substitute under contract.

The Board may, in accordance with the provisions of 29 CFR §825.312 delay restoration of employment of a staff member using FMLA leave for the staff member’s serious health condition until the staff member submits a fitness-for-duty examination from his/her health care provider indicating that the staff member is able to resume work. In the event the Board requires such a fitness-for-duty examination before restoration of the staff member after leave, the Board
will provide the staff member specific notice either at the time the staff member gives notice of the need for leave or immediately after the leave commences and the staff member advises the Board of the medical circumstances for the leave. If leave is taken under FMLA, and the staff member does not return to work after the leave expires, the Board is entitled to recover health insurance costs paid while the staff member was on FMLA. The Board’s right to recover premiums would not apply if the staff member fails to return to work due to:

1. The continuation, onset or recurrence of a serious health condition of the staff member; or

2. Circumstances beyond the staff member’s control.

J. Ineligible Staff Members

1. Federal Family and Medical Leave Act (FMLA)

The district may deny job restoration after FMLA leave if the staff member is a “key employee” as defined in 29 CFR §825.217 if such denial is necessary to prevent substantial and grievous economic injury to the district or the district may delay restoration to a staff member who fails to provide a fitness for duty certificate to return to work for leave that was the staff member’s own serious health condition. A “key employee” is a salaried, staff member who is among the highest paid ten percent of the school district staff employed by the district within 75 miles of the worksite. No more than ten percent of the school district staff within 75 miles of the worksite may be “key employees.”

In the event the Director of Human Resources believes that reinstatement may be denied to a key employee, the Director of Human Resources must give written notice to the staff member at the time the staff member gives notice of the need for leave, or when the need for leave commences, if earlier, that he/she qualifies as a key employee. The key employee must be fully informed of the potential consequences with respect to reinstatement and maintenance of health benefits if the district should determine that substantial and grievous economic injury to the district’s operations will result if the staff member is reinstated from leave. The district’s notice must explain the basis for the district’s finding that substantial and grievous economic injury will result, and if leave has
commenced, must provide the staff member a reasonable time in which to return to work. If the staff member on leave does not return to work in response to the notice of intent to deny restoration, the staff member continues to be entitled to maintenance of health insurance.

A key employee's rights under the FMLA continue unless and until the staff member either gives notice that he/she no longer wishes to return to work or the district actually denies reinstatement at the conclusion of the leave period. A staff member is still entitled to request reinstatement at the end of the leave period even if the staff member did not return to work in response to the district's notice. The district will then again determine whether there will be substantial and grievous economic injury from reinstatement based on the facts at that time. If it is determined that substantial and grievous economic injury will result, the district will notify the staff member in writing (in person or by certified mail) of the denial of the restoration.

2. New Jersey Family Leave Act

The district may deny family leave to the staff member if the staff member is a salaried employee who is among the highest paid five percent of the school district staff or one of the seven highest paid employees of the district, whichever is greater, if the denial is necessary to prevent substantial and grievous economic injury to the school district's operations. The Director of Human Resources shall notify the staff member of the intent to deny the leave at the time the Director of Human Resources determines the denial is necessary. If the leave has already commenced at the time of the district's notification of denial, the staff member shall be permitted to return to work within ten working days of the date of notification.

K. Verification of Leave

1. Federal Family and Medical Leave Act (FMLA)

The Board requires a staff member's FMLA leave to care for the staff member's seriously ill spouse, son, daughter, or parent; or for a servicemember's qualifying exigency or serious injury; or for illness due to the staff member's own serious health condition, that makes the staff
member unable to perform one or more of the essential functions of the staff member's position, be supported by a certification issued by the health care provider of the staff member or the staff member's ill family member. The medical certification required encompasses both physical and psychological care and includes situations where a family member is unable to care for his/her own basic medical, hygienic, or nutritional needs or safety, or is unable to transport himself/herself to the doctor. It can also include providing psychological comfort and reassurance beneficial to a child, spouse, or parent with a serious health condition who is receiving inpatient or home care and can include situations where the staff member may be needed to substitute for others who normally care for the family member or covered servicemember or to make arrangements for changes in care. The staff member need not be the only individual or family member available to care for the family member or covered servicemember. 29 CFR §825.124

The certification must meet the requirements of 29 CFR §§825.306, 309, and 310 to include: which part of the definition of "serious health condition" applies; the approximate date the serious health condition commenced and its probable duration; whether it will be necessary for the staff member to take intermittent and/or reduced leave; whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity; if additional treatments will be required for the condition; and/or if the patient's incapacity will be intermittent or will require reduced leave. The certification of a serious health condition of a family member of the staff member shall be sufficient if it states the date on which the condition commenced, the probable duration of the condition, and the medical facts within the provider's knowledge regarding the condition. Certification for the birth or placement of a child need only state the date of birth or date of placement.

In the event the Director of Human Resources doubts the validity of the certification, in accordance with 29 CFR §825.307, the district may require, at the district's expense, the staff member obtain an opinion regarding the serious health condition from a second health care provider designated by the district, but not employed on a regular basis by the district. If the second opinion differs from the staff member's health care provider, the district may require, at the district's expense, the staff member obtain the opinion of a third health care provider designated by
the district or approved jointly, in good faith, by the district and the staff member. The opinion of the third health care provider shall be final and binding on the district and the staff member.

The district may require re-certification pursuant to the requirements of 29 CFR §825.308. In accordance with 29 CFR §§825.309, the staff member on leave must provide a written report to the Director of Human Resources every thirty workdays. The report shall include the staff member’s status and intended date to return to work. In the event the staff member’s circumstances change, the staff member must provide reasonable notice to the Director of Human Resources if the staff member intends to return to work on a date sooner than previously noticed to the district. The staff member is not required to take more leave than necessary to resolve the circumstance that precipitated the need for leave. As a condition of returning to work after the leave for the staff member’s own serious health condition, and in accordance with 29 CFR §825.310, the district requires a staff member to provide a certification from their health care provider that the staff member is able to resume work.

In accordance with 29 CFR §825.311, the district may delay the taking of FMLA leave to a staff member who fails to provide certification within fifteen days after being requested to do so by the district. In accordance with 29 CFR §825.312, the district may delay the taking of leave until thirty days after the date the staff member provides notice to the district of foreseeable leave or the district may delay continuation of leave if a staff member fails to provide a requested medical certification in a timely manner.

2. New Jersey Family Leave Act

The Board shall require the certification of a duly licensed health care provider verifying the purpose of requested NJFLA leave. Certification of a serious health condition of a family member of the staff member shall be sufficient if it states the date on which the condition commenced, the probable duration of the condition, and the medical facts within the provider’s knowledge regarding the condition. Certification for the birth or placement of a child need only state the date of birth or date of placement, whichever is appropriate.
In the event the Director of Human Resources doubts the validity of the certification for the serious health condition of a family member of the staff member, the district may require, at the district’s expense, the staff member to obtain an opinion regarding the serious health condition from a second health care provider designated or approved, but not employed on a regular basis, by the district. If the second opinion differs from the certification the district may require, at the district’s expense, that the staff member obtain the opinion of a third health care provider designated or approved jointly by the district and the staff member 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.

L. Interference with Family Leave Rights

The Federal Family and Medical Leave Act and the New Jersey Family Leave Act prohibit interference with a staff member’s rights under the law, and with legal proceedings or inquiries relating to a staff member’s rights. Unless permitted by the law, no staff member shall be required to take family leave or to extend family leave beyond the time requested. A staff member shall not be discriminated against for having exercised his/her rights under the Federal Family and Medical Leave Act or the New Jersey Family Leave Act nor discouraged from the use of family leave.

M. Non-Tenured Teaching Staff

Family leave granted to a nontenured staff member cannot extend the staff member’s employment beyond the expiration of his/her employment contract.

N. Record Keeping

In order that staff member’s entitlement to FMLA leave and NJFLA leave can be properly determined, the Superintendent shall ensure the keeping of accurate attendance records that distinguish family leave from other kinds of leave. The Superintendent will publish a notice explaining the Act’s provisions and provide information concerning the procedures for filing complaints of violations of the FMLA and NJFLA.

O. Processing of Complaints
1. Federal Family and Medical Leave Act (FMLA) 29 CFR §§825.400-401
   a. If there is a dispute between the district and a staff member as to whether leave qualifies as FMLA leave, it should be resolved through discussion between the staff member and the district. Such discussions and the decision shall be documented by the school district.
   b. The staff member also may file, or have another person file on his/her behalf, a complaint with the United States Secretary of Labor. A complaint may be filed in person, by mail, or by telephone with the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, at any local office of the Wage and Hour Division.

2. New Jersey Family Leave Act N.J.A.C. 13:14-1.16
   a. Any complaint alleging a violation of the Act shall be processed in the same manner as a complaint filed under the terms of N.J.S.A. 10:5-1 et seq. and N.J.A.C. 13:4 through the New Jersey Department of Law and Public Safety, Division on Civil Rights.

Implementation of FMLA and NJFLA will be consistent with provisions in collective bargaining agreement(s) in the district.

29 CFR §825 et seq.
29 CFR §785
N.J.S.A. 10:5-1
N.J.A.C. 13:14-1 et seq.

Adopted:
4431.1 FAMILY LEAVE

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A. Introduction

The Board will provide family leave in accordance with the Federal Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA).
FMLA leave for eligible staff members shall be up to twelve weeks leave of absence in a twelve month period upon advance notice to the district for the birth of a son or daughter of the staff member and in order to care for such son or daughter; for the placement of a son or daughter with the staff member for adoption or foster care; in order to care for the spouse, son, daughter, or parent of the staff member if such spouse, son, daughter, or parent has a serious health condition; or for a serious health condition that makes the staff member unable to perform the functions of the position of such staff member, or because of any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a military member on active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty). In addition, eligible employees may take up to a combined total of twenty-six workweeks in a single twelve month period to care for a covered servicemember with a serious injury or illness.

NJFLA leave for eligible staff members shall be up to twelve weeks leave of absence in any twenty-four month period upon advance notice to the district so that a staff member may provide care made necessary by the birth of a child of the staff member, the placement of a child with the staff member in connection with adoption of such child by the staff member, and the serious health condition of a spouse, parent, or child.

B. Applicability

The Board will comply with requirements of the New Jersey and Federal Family Leave laws. The laws have similar and different provisions that may provide different rights and obligations for the staff member and/or the Board. The staff member shall be afforded the most favorable rights if there is a conflict in the rights afforded to the staff member under the two laws.

1. If the staff member is eligible for leave for reasons provided under the FMLA and NJFLA, then the time taken shall be concurrent and be applied to both laws.

2. The NJFLA provides twelve weeks leave in a twenty-four month period while the FMLA provides twelve weeks leave in a twelve-month period. A staff member is eligible for up to twelve weeks leave in the first twelve months of the twenty-four month period under the NJFLA. A staff
member is eligible for up to twelve weeks leave in the second twelve-month period under the FMLA.

3. In the event the reason for the family leave is recognized under one law and not the other law, the staff member is eligible for each law’s leave entitlements within one twelve-month period. (Example: A staff member may use their FMLA leave for a twelve week family leave for their own pregnancy, which is considered a “serious health condition” under FMLA, and upon conclusion of the twelve week FMLA leave, the staff member would be eligible for a twelve week NJFLA leave to care for their newborn or any other reasons pursuant to the NJFLA.)

C. Definitions

1. Federal Family and Medical Leave Act (FMLA)

“Contingency operation” means a military operation that results in the call or order to, or retention on, active duty of members of the uniformed services during a war or during a national emergency declared by the President or Congress.

“Covered active duty” or “call to covered active duty” means duty during deployment of a member with the Armed Forces to a foreign country and, in the case of a member of the Reserve components of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation.

“Covered servicemember” means a current member of the Armed Forces (including National Guard or Reserves), who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness; or a covered veteran undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

“Covered veteran” means an individual who was a member of the Armed Forces (including National Guard or Reserves), discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible staff member takes FMLA leave.
to care for the covered veteran. For a veteran discharged prior to March 8, 2013, the effective date of the FMLA Final Rule, the period between October 28, 2009 and March 8, 2013 will not count towards the determination of the five-year period. 29 CFR § 825.127(b)(2)

“Military caregiver leave” means leave taken to care for a covered servicemember with a serious injury or illness under FMLA. 29 CFR §825.127

“Next of kin of a covered servicemember” means the nearest blood relative other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin. For example, if a covered servicemember has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered servicemember's next of kin. Alternatively, where a covered servicemember has a sibling(s) and designates a cousin as his or her next of kin for FMLA purposes, then only the designated cousin is eligible as the covered servicemember's next of kin. An employer is permitted to require an employee to provide confirmation of covered family relationship to the covered servicemember pursuant to 29 CFR §825.122(k). 29 CFR §825.127(d)(3)

“Outpatient status” means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and
control of members of the Armed Forces receiving medical care as outpatients. 29 CFR § 825.127(b)(1)

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

“Parent of a covered servicemember” means a covered servicemember’s biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents “in law.”

“Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical facility or continuing treatment by a health care provider. “Serious health condition” may include treatment of substance abuse pursuant to 29 CFR §825.119.

“Serious injury or illness,” only in the case of a veteran or current member of the Armed Forces, means:

a. In the case of a current member of the Armed Forces, including a member of the National Guard or Reserves, an injury or illness that was incurred by the covered servicemember in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating; and

b. In the case of a covered veteran, an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:
(1) A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or

(2) A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of fifty percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or

(3) A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

(4) An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers. 29 CFR 825 §127(c)

"Single twelve-month period" means that a military caregiver’s leave begins on the first day the staff member takes FMLA leave and ends twelve months after that date, regardless of the twelve-month period established by the district for other FMLA leave reasons. 29 CFR §825.127(c)(1)

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

"Son or daughter of the covered servicemember" means a covered servicemember's biological, adopted or foster child, stepchild, legal ward,
or a child for whom the covered servicemember stood in loco parentis, and who is of any age. 29 CFR §825.127(d)(1)

“Son or daughter on covered active duty or call to covered active duty status” means the staff member’s biological, adopted or foster child, stepchild, legal ward, or a child for whom the staff member stood in loco parentis, who is on covered active duty or call to covered active duty status, and who is of any age. 29 CFR §825.126(a)(5)

“Spouse” means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under State law in the State in which the marriage was entered into or, in the case of a marriage entered into outside of any State, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This definition includes an individual in a same-sex marriage or common law marriage. 29 CFR §825.122

“Staff member” means an employee eligible for family and medical leave in accordance with the Federal Family and Medical Leave Act (FMLA).

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

2. New Jersey Family Leave Act (NJFLA)

“Child” means a biological, adopted or foster child, stepchild, legal ward, child of a parent who is under eighteen years of age or a child eighteen years of age or older but incapable of self-care because of a mental or physical impairment.

“Continuing medical treatment” or “continuing supervision by a health care provider” means a period of incapacity or a period of absence in accordance with N.J.A.C. 13:14.

“Parent” means a biological, adoptive, or foster parent; step-parent; parent-in-law; a legal guardian having a “parent-child relationship” with a child as defined by law; or a person who has sole or joint legal or physical custody, care, guardianship, or visitation with a child.
"Serious health condition" means an illness, injury, impairment, or physical or mental condition that requires inpatient care in a hospital, hospice, or residential medical facility or continuing medical treatment or continuing supervision by a health care provider.

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

"Staff member" means an employee eligible for family leave in accordance with the New Jersey Family Leave.

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

D. Eligibility

1. Federal Family and Medical Leave Act (FMLA)

A staff member shall become eligible for FMLA leave after he/she has been employed at least twelve months in this district and employed for at least 1250 hours of service during the twelve-month period immediately preceding the commencement of the leave. The twelve months the staff member must have been employed need not be consecutive months pursuant to 29 CFR §825.110(b). The minimum 1250 hours of service shall be determined according to the principles established under the Fair Labor Standards Act (FSLA) for determining compensable hours of work pursuant to 29 CFR §785. Entitlement to FMLA leave taken for the birth of a son or daughter or placement of a son or daughter with the staff member for adoption or foster care shall expire at the end of the twelve-month period beginning on the date of such birth or placement.

Pursuant to 29 CFR §825.201, a husband and wife both employed by the district are limited to a combined total of twelve weeks of leave during the twelve-month period if the leave is taken for the birth of a son or daughter of the staff member or to care for such son or daughter after birth; for placement of a son or daughter with the staff member for adoption or foster care; or in order to care for the son or daughter after placement; or to care for the staff member’s parent with a serious health condition.
The method to determine the twelve-month period in which the twelve weeks of FMLA leave entitlement occurs will be the twelve-month period measured forward from when the staff member’s first leave begins.

A staff member during any period of FMLA leave is prohibited from performing any services on a full-time basis for any person for whom the staff member did not provide services immediately prior to commencement of the leave. A staff member using FMLA leave may commence part-time employment that shall not exceed half the regularly scheduled hours worked for the district. The staff member may continue the part-time employment that commenced prior to the FMLA leave at the same number of hours that the staff member was regularly scheduled prior to such leave.

2. New Jersey Family Leave Act (NJFLA)

A staff member shall become eligible for NJFLA leave after he/she has been employed at least twelve months in this district for not less than 1,000 base hours, excluding overtime, during the immediate preceding twelve month period. The calculation of the twelve-month period to determine eligibility shall commence with the commencement of the NJFLA leave. NJFLA leave taken for the birth or adoption of a healthy child may commence at any time within a year after the date of the birth or placement for adoption.

The district shall grant a family leave under NJFLA to more than one staff member from the same family (for example, a husband and a wife, or a brother and a sister) at the same time, provided such staff members are otherwise eligible for the leave. N.J.A.C. 13:14-1.12

A staff member during any period of the NJFLA leave is prohibited from performing any services on a full-time basis for any person for whom the staff member did not provide services immediately prior to commencement of the leave. A staff member on NJFLA leave may commence part-time employment that shall not exceed half the regularly scheduled hours worked for the district. The staff member may continue the part-time employment that commenced prior to the NJFLA leave at the same number of hours that the staff member was regularly scheduled prior to such leave.
The method to determine the twenty-four month period in which the twelve weeks of NJFLA leave entitlement occurs will be the twenty-four month period measured forward from when the staff member’s first leave begins.

E. Types of Leave

1. Federal Family and Medical Leave Act (FMLA)

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

a. Leave for the birth of a son or daughter or placement of a son or daughter with the staff member for adoption or foster care may not be taken by a staff member intermittently or on a reduced leave schedule.

b. Leave may be taken intermittently or on a reduced leave schedule when medically necessary for planned and/or unanticipated medical treatment of a related serious health condition by or under the supervision of a health care provider, or for recovery from treatment or recovery from a serious health condition.

c. Intermittent leave means leave scheduled for periods of time from one hour or more to several weeks; however, the total time within which the leave is taken can not exceed a twelve month period for each serious health condition episode. Intermittent leave may be taken for a serious health condition that requires periodic treatment by a health care provider, rather than one continuous period of time. Intermittent leave may also be taken for absences where the staff member is incapacitated or unable to perform the essential functions of the position because of a serious health condition even if the staff member does not receive treatment by a health care provider. The staff member shall make a reasonable effort to
schedule intermittent leave so as not to unduly disrupt the operations of the instructional/educational program.

d. Reduced leave means leave scheduled for fewer than the staff member’s usual number of hours worked per workweek, but not fewer than a staff member’s usual number of hours worked per workday, unless otherwise agreed to by the staff member and the district. A staff member is entitled, at the option of the staff member, to take leave on a reduced leave schedule not exceeding twenty-four consecutive weeks. The staff member 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.

e. The fact that a holiday may occur within the week taken by a staff member as Family Leave has no effect and the week is counted as a week of Family Leave. However, if the staff member is out on Family Leave and the school district is closed and the staff member would not be expected to report for work for one or more weeks, the weeks the school district is closed for this staff member do not count against the staff member’s family leave entitlement.

Any leave time remaining after a staff member has exhausted his/her entitlement to intermittent leave in any twelve month period may be taken as consecutive leave or reduced leave, and any leave time remaining after a staff member has exhausted his/her entitlement to reduced leave in any twelve month period may be taken as consecutive leave or intermittent leave.

f. Servicemember qualifying exigency leave may arise out of the foreign deployment of the staff member’s spouse, child, or parent 29 CFR §§825.122 and 126:
The district must grant an eligible staff member up to twelve work weeks of unpaid, job-protected leave during a twelve-month period for qualifying exigencies that arise when the staff member's spouse, child, or parent is on covered active duty, or has been notified of an impending call or order to covered active duty.

The military member must be the spouse, son, daughter, or parent, of the staff member taking FMLA exigency leave.

FMLA leave can be granted for one or more of the following exigencies:

(a) Short-notice deployment:
   i. Notification of duty seven or less calendar days prior to date of deployment;
   ii. Leave can be used for a period of seven calendar days beginning on the date the military member is notified.

(b) Military events and related activities, including official ceremonies, programs, or events sponsored by the military and related to the covered active duty or call to covered active duty status of the military member; and to attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross.

(c) Childcare and school activities including arranging for alternative childcare; providing childcare on an urgent, immediate need basis (not routine, regular, or everyday basis); to enroll in or transfer to a new school or day care facility; or to attend meetings with staff at a school or day care facility:
i. The son or daughter must be the son or daughter of the covered servicemember.

(d) Financial and legal arrangements made to address the military member's absence while on covered active duty or call to covered active duty status.

(e) Counseling, provided by someone other than a health care provider for oneself, for the military member, or qualified child, if the need arises from the covered active duty or call to covered active duty status of the military member.

(f) Rest and Recuperation (R&R) to spend time with the military member on short-term, temporary R&R leave during a term of deployment:

i. Can be used for a period of fifteen calendar days beginning on the date the military member commences each instance of R&R leave.

(g) Post-deployment activities such as ceremonies or briefings including any that arise from the death of the military member while on covered active duty.

(h) Parental care for one meeting the definition of a "parent" and incapable of self care including: arranging alternative care; providing care on an immediate need basis; and to attend meetings or arrange services at a care facility.

(i) Additional activities in accordance 29 CFR §825.126(b)(9).

g. Military caregiver leave provides care for a covered servicemember with a serious injury or illness 29 CFR §§825.122 and 127:
(1) The district must grant up to a total of twenty-six workweeks of unpaid, job-protected leave during a "single twelve-month period" to care for a covered servicemember with a serious injury or illness.

(a) The eligible staff member must be the spouse, son, daughter, parent, or next of kin of the covered servicemember.

(b) The staff member is limited to a combined total of twenty-six workweeks for any FMLA-qualifying reasons during the single twelve-month period. Up to twelve of the twenty-six weeks may be for an FMLA-qualifying reason other than military caregiver leave.

(c) Spouses who are eligible for FMLA leave and are employed by the same covered employer may be limited to a combined total of twenty-six workweeks of leave during a single twelve-month period if the leave is taken for birth of the employee's son or daughter or to care for the child after birth, for placement of a son or daughter with the employee for adoption or foster care, or to care for the child after placement, to care for the employee's parent with a serious health condition, or to care for a covered servicemember with a serious injury or illness. If one spouse is ineligible for FMLA leave, the other spouse would be entitled to a full twenty-six workweeks of FMLA leave.

(2) Leave entitlement is applied on a per-covered-servicemember, per-injury basis.

(a) The staff member may take an additional twenty-six weeks of leave if the leave is to care for different covered servicemembers or to care for the same servicemember with a subsequent serious injury or illness, except that no more than twenty-six weeks
of leave may be taken within any single twelve-month period.

(b) An eligible staff member may take military caregiver leave to care for more than one current service member or covered veteran at the same time or for the same family member with the same serious injury or illness both when the family member is a current servicemember and when the family member is a veteran.

(c) Military caregiver leave may be taken by eligible staff members whose family members are recent veterans with serious injuries or illnesses incurred or aggravated in the line of duty on active duty, and that manifested before or after the veteran left active duty.

2. New Jersey Family Leave Act (NJFLA)

A staff member may take NJFLA leave in consecutive weeks, as intermittent leave, or as reduced leave. A staff member who requests intermittent or reduced leave shall make a reasonable effort to schedule such leave so as not to unduly disrupt the instructional/educational program. The district shall not require a staff member to take a leave of absence beyond the period of time the staff member requests family leave. N.J.A.C. 13:14-1.5(f)

a. In the case of a family member who has a serious health condition, leave may be taken intermittently when medically necessary. The total time within which the leave is taken, cannot exceed a twelve-month period for each serious health condition episode. The staff member will provide the district with prior notice of the leave in a manner which is reasonable and practicable; and the staff member shall make a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the instructional/educational program. In the case of the birth or adoption of a healthy child, the leave may be taken intermittently only if agreed to by the staff member and the district.
Reduced leave means leave scheduled for fewer than the staff member’s usual number of hours worked per workweek, but not fewer than a staff member’s usual number of hours worked per workday, unless otherwise agreed to by the staff member and the district. A staff member is entitled, at the option of the staff member, to take leave on a reduced leave schedule for a period not exceeding twenty-four consecutive weeks. The staff member is not entitled to take the leave on a reduced leave schedule without an agreement between the staff member and the district if the leave is taken for the birth or adoption of a healthy child. The staff member 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.

c. The fact that a holiday may occur within the week taken by a staff member as family leave has no effect and the week is counted as a week of family leave. However, if the staff member is out on family leave and the school district is closed and the staff member would not be expected to report for work for one or more weeks, the weeks the school district is closed for this staff member do not count against the staff member’s family leave entitlement.

Any leave time remaining after a staff member has exhausted his/her entitlement to intermittent leave in any twelve month period may be taken as consecutive leave or reduced leave, and any leave time remaining after a staff member has exhausted his/her entitlement to reduced leave in any twelve month period may be taken as consecutive leave or intermittent leave.

F. Notice

1. Federal Family and Medical Leave Act (FMLA)
a. Foreseeable Leave - A staff member eligible for FMLA leave must give at least a thirty day written advance notice to the Superintendent or designee if the need for the leave is foreseeable based on an expected birth, placement for adoption of foster care, or planned medical treatment for a serious health condition of the staff member or a family member. If thirty days is not practical, the staff member must provide notice “as soon as practicable” which means as soon as both possible and practical, taking into account all the facts and circumstances in the individual case. For foreseeable leave where it is not possible to give as much as thirty days’ notice “as soon as practical” ordinarily would mean at least verbal notification to the Director of Human Resources within one or two business days or when the need for leave becomes known to the staff member. The written notice shall include the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave.

When planning medical treatment, the staff member must consult with the Director of Human Resources and make a reasonable effort to schedule the leave so as not to unduly disrupt the educational program, subject to the approval of the health care provider. Staff members are ordinarily expected to consult with the Director of Human Resources prior to scheduling of treatment that would require leave for a schedule that best suits the needs of the district and the staff member.

The district may delay the staff member taking leave for at least thirty days if the staff member fails to give thirty days notice for foreseeable leave with no reasonable excuse for the delay.

b. Unforeseeable Leave - When the approximate timing of the need for leave is not foreseeable, a staff member should give notice to the Director of Human Resources for leave as soon as practicable under the facts and circumstances of the particular case. It is expected the staff member will give notice to the Director of Human Resources within no more than one or two working days of learning of the need for leave, except in extraordinary circumstances where such notice is not foreseeable. The staff member should provide notice to the
employer either in person or by telephone, telegraph, facsimile machine or other electronic means.

2. New Jersey Family Leave Act (NJFLA)

a. Foreseeable Leave - A staff member eligible for NJFLA leave must give at least a thirty day advance written notice to the Director of Human Resources of the need to take family leave except where the need to take family leave is not foreseeable.

(1) Notice for leave to be taken for the birth or placement of the child for adoption shall be given at least thirty 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 days, the staff member shall provide such notice that 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 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 days, the staff member shall provide such notice that is reasonable and practicable.

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

c. Unforeseeable Leave - When the need for leave is not foreseeable, the staff member must provide notice “as soon as practicable” which shall be at least verbal notice to the Director of Human Resources within one or two business days of the staff member learning of the need to take family leave. Whenever emergent circumstances make written notice impracticable, the staff member may give verbal notice to the Director of Human Resources, but
any verbal notice must be followed by written notice delivered within
two (2) working days.

G. Leave Designation

An eligible staff member shall designate FMLA or NJFLA leave upon providing
notice of the need for the leave or when the need for leave commences. The
Director of Human Resources shall provide the staff member with this Policy to
assist the staff member in determining the type of leave.

H. Benefits

Whether a staff member is required to use sick time or any other accrued leave
time concurrent with FMLA or NJFLA leave time will depend upon either the
district’s practice or a provision in the district’s collective bargaining agreement,
if applicable. 29 CFR §825.100

The Board will maintain coverage under any group health insurance policy, group
subscriber contract, or health care plan at the level and under the conditions
coverage would have been provided if the staff member had continued to work
instead of taking the leave. If the staff member was paying all or part of the
premium payments prior to the leave, the staff member would continue to pay
his/her share during the leave time. Any ten month staff member who is on leave
under NJFLA or FMLA at the end of the school year will be provided with any
benefits over the summer that the staff member would normally receive if they
had been working at the end of the school year.

I. Returning from Leave

The Federal Family and Medical Leave Act and/or the New Jersey Family Leave
Act

A staff member returning from leave shall be entitled to the position he/she held
when leave commenced or to an equivalent position of like seniority, status,
employment benefits, pay and other conditions of employment. If the district
experiences a reduction in force or layoff and the staff member would have lost
his/her position had the staff member not been on family leave as a result of the
reduction in force or pursuant to the good faith operation of a bona fide layoff and
recall system including a system under any collective bargaining agreement, the
staff member 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 the requested family leave may be permitted by the Board if the return does not unduly disrupt the instructional program or require the Board to incur the cost of continuing the employment of a substitute under contract.

The Board may, in accordance with the provisions of 29 CFR §825.312 delay restoration of employment of a staff member using FMLA leave for the staff member’s serious health condition until the staff member submits a fitness-for-duty examination from his/her health care provider indicating that the staff member is able to resume work. In the event the Board requires such a fitness-for-duty examination before restoration of the staff member after leave, the Board will provide the staff member specific notice either at the time the staff member gives notice of the need for leave or immediately after the leave commences and the staff member advises the Board of the medical circumstances for the leave.

If leave is taken under FMLA, and the staff member does not return to work after the leave expires, the Board is entitled to recover health insurance costs paid while the staff member was on FMLA. The Board’s right to recover premiums would not apply if the staff member fails to return to work due to:

1. The continuation, onset or recurrence of a serious health condition of the staff member; or

2. Circumstances beyond the staff member’s control.

3. **Ineligible Staff Members**

   1. **Federal Family and Medical Leave Act (FMLA)**

   The district may deny job restoration after FMLA leave if the staff member is a “key employee” as defined in 29 CFR §825.217 if such denial is necessary to prevent substantial and grievous economic injury to the
district or the district may delay restoration to a staff member who fails to provide a fitness for duty certificate to return to work for leave that was the staff member’s own serious health condition. A “key employee” is a salaried, staff member who is among the highest paid ten percent of the school district staff employed by the district within 75 miles of the worksite. No more than ten percent of the school district staff within 75 miles of the worksite may be “key employees.”

In the event the Director of Human Resources believes that reinstatement may be denied to a key employee, the Director of Human Resources must give written notice to the staff member at the time the staff member gives notice of the need for leave, or when the need for leave commences, if earlier, that he/she qualifies as a key employee. The key employee must be fully informed of the potential consequences with respect to reinstatement and maintenance of health benefits if the district should determine that substantial and grievous economic injury to the district’s operations will result if the staff member is reinstated from leave. The district’s notice must explain the basis for the district’s finding that substantial and grievous economic injury will result, and if leave has commenced, must provide the staff member a reasonable time in which to return to work. If the staff member on leave does not return to work in response to the notice of intent to deny restoration, the staff member continues to be entitled to maintenance of health insurance.

A key employee’s rights under the FMLA continue unless and until the staff member either gives notice that he/she no longer wishes to return to work or the district actually denies reinstatement at the conclusion of the leave period. A staff member is still entitled to request reinstatement at the end of the leave period even if the staff member did not return to work in response to the district’s notice. The district will then again determine whether there will be substantial and grievous economic injury from reinstatement based on the facts at that time. If it is determined that substantial and grievous economic injury will result, the district will notify the staff member in writing (in person or by certified mail) of the denial of the restoration.

2. New Jersey Family Leave Act
The district may deny family leave to the staff member if the staff member is a salaried employee who is among the highest paid five percent of the school district staff or one of the seven highest paid employees of the district, whichever is greater, if the denial is necessary to prevent substantial and grievous economic injury to the school district’s operations. The Director of Human Resources shall notify the staff member of the intent to deny the leave at the time the Director of Human Resources determines the denial is necessary. If the leave has already commenced at the time of the district’s notification of denial, the staff member shall be permitted to return to work within ten working days of the date of notification.

K. Verification of Leave

1. Federal Family and Medical Leave Act (FMLA)

The Board requires a staff member’s FMLA leave to care for the staff member’s seriously ill spouse, son, daughter, or parent; or for a servicemember’s qualifying exigency or serious injury; or for illness due to the staff member’s own serious health condition, that makes the staff member unable to perform one or more of the essential functions of the staff member’s position, be supported by a certification issued by the health care provider of the staff member or the staff member’s ill family member. The medical certification required encompasses both physical and psychological care and includes situations where a family member is unable to care for his/her own basic medical, hygienic, or nutritional needs or safety, or is unable to transport himself/herself to the doctor. It can also include providing psychological comfort and reassurance beneficial to a child, spouse, or parent with a serious health condition who is receiving inpatient or home care and can include situations where the staff member may be needed to substitute for others who normally care for the family member or covered servicemember or to make arrangements for changes in care. The staff member need not be the only individual or family member available to care for the family member or covered servicemember. 29 CFR §825.124

The certification must meet the requirements of 29 CFR §§825.306, 309, and 310 to include: which part of the definition of “serious health
condition” applies; the approximate date the serious health condition commenced and its probable duration; whether it will be necessary for the staff member to take intermittent and/or reduced leave; whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity; if additional treatments will be required for the condition; and/or if the patient’s incapacity will be intermittent or will require reduced leave. The certification of a serious health condition of a family member of the staff member shall be sufficient if it states the date on which the condition commenced, the probable duration of the condition, and the medical facts within the provider’s knowledge regarding the condition. Certification for the birth or placement of a child need only state the date of birth or date of placement.

In the event the Director of Human Resources doubts the validity of the certification, in accordance with 29 CFR §825.307, the district may require, at the district’s expense, the staff member obtain an opinion regarding the serious health condition from a second health care provider designated by the district, but not employed on a regular basis by the district. If the second opinion differs from the staff member’s health care provider, the district may require, at the district’s expense, the staff member obtain the opinion of a third health care provider designated by the district or approved jointly, in good faith, by the district and the staff member. The opinion of the third health care provider shall be final and binding on the district and the staff member.

The district may require re-certification pursuant to the requirements of 29 CFR §825.308. In accordance with 29 CFR §825.309, the staff member on leave must provide a written report to the Director of Human Resources every thirty workdays. The report shall include the staff member’s status and intended date to return to work. In the event the staff member’s circumstances change, the staff member must provide reasonable notice to the Director of Human Resources if the staff member intends to return to work on a date sooner than previously noticed to the district. The staff member is not required to take more leave than necessary to resolve the circumstance that precipitated the need for leave. As a condition of returning to work after the leave for the staff member’s own serious health condition, and in accordance with 29 CFR §825.310, the district requires
a staff member to provide a certification from their health care provider that the staff member is able to resume work.

In accordance with 29 CFR §825.311, the district may delay the taking of FMLA leave to a staff member who fails to provide certification within fifteen days after being requested to do so by the district. In accordance with 29 CFR §825.312, the district may delay the taking of leave until thirty days after the date the staff member provides notice to the district of foreseeable leave or the district may delay continuation of leave if a staff member fails to provide a requested medical certification in a timely manner.

2. New Jersey Family Leave Act

The Board shall require the certification of a duly licensed health care provider verifying the purpose of requested NJFLA leave. Certification of a serious health condition of a family member of the staff member shall be sufficient if it states the date on which the condition commenced, the probable duration of the condition, and the medical facts within the provider’s knowledge regarding the condition. Certification for the birth or placement of a child need only state the date of birth or date of placement, whichever is appropriate.

In the event the Director of Human Resources doubts the validity of the certification for the serious health condition of a family member of the staff member, the district may require, at the district’s expense, the staff member to obtain an opinion regarding the serious health condition from a second health care provider designated or approved, but not employed on a regular basis, by the district. If the second opinion differs from the certification the district may require, at the district’s expense, that the staff member obtain the opinion of a third health care provider designated or approved jointly by the district and the staff member 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.

L. Interference with Family Leave Rights
The Federal Family and Medical Leave Act and the New Jersey Family Leave Act prohibit interference with a staff member’s rights under the law, and with legal proceedings or inquiries relating to a staff member's rights. Unless permitted by the law, no staff member shall be required to take family leave or to extend family leave beyond the time requested. A staff member shall not be discriminated against for having exercised his/her rights under the Federal Family and Medical Leave Act or the New Jersey Family Leave Act nor discouraged from the use of family leave.

M. Non-Tenured Staff Member

Family leave granted to a nontenured staff member cannot extend the staff member’s employment beyond the expiration of his/her employment contract.

N. Record Keeping

In order that staff member’s entitlement to FMLA leave and NJFLA leave can be properly determined, the Superintendent shall ensure the keeping of accurate attendance records that distinguish family leave from other kinds of leave. The Superintendent will publish a notice explaining the Act’s provisions and provide information concerning the procedures for filing complaints of violations of the FMLA and NJFLA.

O. Processing of Complaints

1. Federal Family and Medical Leave Act (FMLA) 29 CFR §§825.400-401

a. If there is a dispute between the district and a staff member as to whether leave qualifies as FMLA leave, it should be resolved through discussion between the staff member and the district. Such discussions and the decision shall be documented by the school district.

b. The staff member also may file, or have another person file on his/her behalf, a complaint with the United States Secretary of Labor. A complaint may be filed in person, by mail, or by telephone with the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, at any local office of the Wage and Hour Division.
2. New Jersey Family Leave Act N.J.A.C. 13:14-1.16

   a. Any complaint alleging a violation of the Act shall be processed in the same manner as a complaint filed under the terms of N.J.S.A. 10:5-1 et seq. and N.J.A.C. 13:4 through the New Jersey Department of Law and Public Safety, Division on Civil Rights.

Implementation of FMLA and NJFLA will be consistent with provisions in collective bargaining agreement(s) in the district.

29 CFR §825 et seq.
29 CFR §785
N.J.S.A. 10:5-1
N.J.A.C. 13:14-1 et seq.

Adopted:
5337 SERVICE ANIMALS

In compliance with Title II of the Americans with Disabilities Act (ADA) as amended by the ADA Amendments Act of 2008, it is the policy of the Board to permit use of a service animal by an individual with a disability in all areas of the district where the public is normally permitted: in district buildings; on district property; and on vehicles owned, leased, or controlled by the district. (28 CFR §35.136)

A. Definitions


2. “Designated administrator” means Principal or person designated by the Principal to coordinate these activities.

3. “District” means this school district.

4. “Handler” means the animal’s owner or a person, such as a trainer, assisting the owner with control of the service animal.

5. “Service animal” means a dog individually trained to do work or perform a specific job or task for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. (28 CFR §36.104)

a. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition.

b. The work or tasks performed by a service animal must be directly related to the individual’s disability (e.g. navigation, alerting physical support and assistance, preventing or interrupting impulsive or destructive behaviors).

c. Work or tasks for the purposes of this definition do not include the provision of emotional support, well-being, comfort, therapy, companionship, or crime deterrence.
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Service Animals

B. Generally

1. The district shall permit the use of a service animal by an individual with a disability unless:

   a. The animal is out of control and the animal’s handler does not take effective action to control it;

   b. The animal is not housebroken.

2. A service animal shall have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash or other tether, or the use of a harness, leash, or other tether would interfere with the service animal’s safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler’s control (e.g. voice control, signals, or other effective means). (28 CFR §35.136(d))

3. If an animal is properly excluded, the district shall give the individual with a disability the opportunity to participate in the service, program, or activity without having the service animal on the premises. (28 CFR §35.136(b))

4. If there are places in the district where it is determined to be unsafe for a handler and service animal, reasonable accommodations will be provided to assure the individual equal access to the activity.

5. Unless the need for a service animal is readily apparent, the handler will be required to provide the district with information that:

   a. The service animal is required because of a disability; and

   b. What work or task the animal has been trained to perform.

6. The district may not require documentation, including proof that the animal has been certified, trained, or licensed as a service animal; nor that the dog demonstrates its ability to perform the work or task. (28 CFR §35.136(f))
7. Individuals who have service animals are not exempt from local animal control or public health requirements.

8. Service animals must be licensed and registered in accordance with State and local laws.

C. Delegation of Responsibility

1. The district is not responsible for the care or supervision of a service animal. (28 CFR §35.136(e))

2. If the district normally charges individuals for damage they cause, an individual with a disability may be charged for damage caused by his or her service animal. (28 CFR §35.136(h))

3. The district will designate relief areas for the service animal which will be included in mobility training and orientation of students and animals new to the school.

D. Notification and Responsibilities

1. In the event a service animal will be introduced as part of the school community, the designated administrator will develop a comprehensive implementation plan prior to introduction of the service animal into the school to include:

   a. Notification to parents of students who may be in contact with the service animal;

   b. Appropriate etiquette regarding service animals to include:

      (1) Never pet a service animal while it is working;

      (2) Never feed a working service animal;

      (3) Do not deliberately startle, tease, or taunt a service animal;

      (4) Do not hesitate to ask the handler if he or she would like assistance regarding directions or the facility.
2. The use of a service animal introduced as part of the school community will require inclusion into the student’s Individualized Education Plan (IEP) or the student’s Section 504 Accommodation Plan.

3. The district will require that the owner of a service animal introduced as part of the school community and, as included in the student’s IEP or Section 504 Accommodation Plan, maintain liability insurance for the service animal in the amount required by the Board of Education.

E. Miniature Horses

1. Miniature horses, although not included in the Act under the definition of “service animal,” may only be permitted if individually trained to do work or perform tasks for the benefit of the individual with a disability and if they meet the assessment factors outlined in 3. below. (28 CFR §35.136(i))

2. Ponies and full size horses are not considered miniature horses.

3. Assessment factors to determine whether the district can reasonably modify its policies, practices, and procedures to allow for the use of miniature horses on its property, facilities, or vehicles include:

   a. Type, size, and weight of the miniature horse and whether the facility can accommodate those features;

   b. Whether the handler has sufficient control of the miniature horse;

   c. Whether the miniature horse is housebroken; and

   d. Whether the miniature horse’s presence compromises legitimate safety requirements necessary for safe operation.

4. All requirements for the use of service animals also apply to the use of miniature horses.

28 CFR §35.136
28 CFR §36.104

Adopted:
The Board of Education believes students and/or school staff members should not be subject to having a video or audio recording taken of any student(s) or school staff member(s) for any purpose without the consent of the student, the student's parent and/or the school staff member. In addition to protecting the privacy rights of students and school staff members, the Board recognizes such recordings can be disruptive to the educational program. In addition, inappropriate recordings of educational material, student assessment instruments, and/or student assessment reviews can be used to compromise the integrity of the district's educational program or lead to academic dishonesty in the event such recordings are stored and/or transmitted to other students. Therefore, the Board of Education adopts this Policy regarding student use of electronic communication and recording devices.

“Electronic communication and recording device (ECRD)” includes any device with the capability to audio or video record or is capable of receiving or transmitting any type of communication between persons. An ECRD includes, but is not limited to, cameras, cellular and wireless telephones, pagers/beepers, laptop computers, electronic readers, personal digital assistants (PDAs), two-way radios, portable fax machines, video broadcasting devices, and any other device that allows a person to record and/or transmit, on either a real time or delayed basis, sound, video, or still images, text, or other information.
A student is not permitted to have turned on or use an ECRD on school grounds during the school day or when the student is participating in a curricular or school-sponsored co-curricular activity. A student's personal ECRD may only be used on school grounds in an emergency situation or before and after the school day or with the permission of a school staff member supervising the student in a curricular or school-sponsored co-curricular activity. Any audio and/or video recording by a student using their personal ECRD with permission of a school staff member while participating in a curricular or school-sponsored activity where other students or staff members are present shall require the permission for such recording from any other student and their parents and/or staff members whose voice or image is to be recorded. This Policy is not intended to prohibit appropriate use of electronic devices for authorized or approved official curricular or school-sponsored co-curricular activities such as yearbook photographs, staff member/teacher-directed and approved activities, classroom presentations, and athletic events, and drama production filming. A student authorized or approved to use an ECRD may not use an ECRD to access internet sites or view information or internet-based material that is inappropriate or would be blocked from student access by the school district's acceptable use of computers and networks policy. Nothing in this Policy is intended to prevent a student from using their personal ECRD and recording school-sponsored co-curricular activities as a non-participant when the activity is open to the general public.

For the purposes of this policy, "school grounds" means and includes land, portions of land, structures, buildings, and structures that support these buildings, including, but not limited to, administrative buildings, kitchens, maintenance shops, and garages. "School grounds" also includes other facilities as defined in N.J.A.C. 6A:26-1.2, playgrounds, and other recreational places owned by the local municipalities, private entities, or other individuals during those times when the school district has exclusive use of a portion of such land.
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Use of Electronic Communication and Recording Devices (ECRD)

An ECRD used in violation of this Policy will be confiscated by a school staff member or Principal or designee and the student will be subject to appropriate disciplinary action.

A student shall not knowingly bring or possess any remotely activated paging device on any school grounds, including on a school bus or at a school-sponsored function, at any time and regardless of whether school is in session or other persons are present without the express written permission of the Principal. The student must submit a written request and establish to the satisfaction of the Principal a reasonable basis for the possession of the device. The written request must include the purpose for the student possessing and/or bringing the device on school property and the date or dates in which the student requests to possess and/or bring the device on school property. The written request must also include the date in which the student will no longer need to bring and/or possess the device on school property.

The Principal, upon reviewing the request from the student, will make a determination. The determination will be in writing and if approved, written permission for the student to bring and/or possess a remotely activating paging device will be provided to the student. Permission will only be provided for the school year.

The student must submit a new request if the time in which permission is given to bring and/or possess a device expires. The student that is granted permission to possess and/or bring the device must be in the possession of the device at all times. The Principal or designee shall immediately notify the Superintendent of Schools and the appropriate criminal justice or juvenile justice agency if a student brings or possesses a remotely activated paging device in violation of N.J.S.A. 2C:33-19 and this Policy.
A student who is an active member in good standing of a volunteer fire company, first aid, ambulance or rescue squad may bring or possess a remotely activated paging device on school property only if the student is required to respond to an emergency and the student provides a statement to the Principal from the chief executive officer of the volunteer fire company, first aid, ambulance or rescue squad authorizing the possession of the device by the student at all times and that the student is required to respond to an emergency.

The Principal or designee will confiscate the remotely activated paging device, take appropriate disciplinary action and shall immediately notify the Superintendent of Schools and the appropriate criminal justice or juvenile justice agency if a student brings or possesses a remotely activated paging device in violation of N.J.S.A. 2C:33-19 and this Policy.

N.J.S.A. 2C:33-19

Adopted:
8550 OUTSTANDING FOOD SERVICE CHARGES

The Board of Education understands a student may forget to bring breakfast or lunch, as applicable, or money to purchase breakfast or lunch to school on a school day. When this happens, the food service program will provide the student with breakfast or lunch with an expectation payment will be made the next school day or shortly thereafter. However, there may be circumstances when payment is not made and a student’s school breakfast/lunch bill is in arrears. The school district will manage a student’s breakfast or lunch bill that is in arrears in accordance with the provisions of N.J.S.A. 18A:33-21 and this Policy.

In the event a student’s school lunch or breakfast bill is in arrears, the Principal or designee shall contact the student’s parent to provide notice of the amount in arrears and shall provide the parent a period of ten school days to pay the full amount due. If the student’s parent does not make full payment to the Principal or designee by the end of the ten school days, the Principal or designee shall again contact the student’s parent to provide a second notice that their child’s lunch or breakfast bill is in arrears. If payment in full is not made within one week from the date of the second notice, the student will be provided a basic lunch that will contain the essentials in balanced nutritional selections as prescribed by the Bureau of Child Nutrition Programs, New Jersey Department of Agriculture beginning the eighth calendar day from the date of the second notice.

A parent who has received a second notice their child’s lunch or breakfast bill is in arrears and who has not made payment in full within one week from the date of the second notice will be requested to meet with the Principal or designee to discuss and resolve the matter.

A parent’s refusal to meet or take other steps to resolve the matter may be indicative of more serious issues in the family or household. In these situations, the Principal or designee shall consult with and seek necessary services from both the County Board of Social Services and the Department of Children and Families, Division of Child Protection and Permanency, as appropriate.
When a parent’s routine failure to provide breakfast or lunch is reasonably suspected to be indicative of child abuse or neglect, the Principal or designee shall immediately report such suspicion to the Department of Children and Families, Division of Child Protection and Permanency as required in N.J.S.A. 9:6-8.10. Such reporting shall not be delayed to accommodate a parent’s meeting with the Principal or designee.

In addition the procedures below will be followed.

If a student is in arrears and has money to pay for a meal, the money will first be applied to the student’s outstanding balance.

A la carte, snacks or beverages may not be charged under any circumstances.

Charging by adults is strictly prohibited.

Students in arrears will not be able to purchase a la carte, snacks or beverages.

All transactions must be processed through the food service cashier.

This provisions of N.J.S.A. 18A:33-21 and this Policy will be made available to parents of all children in the school district in a manner as determined by the Superintendent.


Adopted: