

**EAST ORANGE BOARD OF EDUCATION  
199 FOURTH AVENUE  
EAST ORANGE, NEW JERSEY 07017**

**REGULAR PUBLIC MEETING**

East Orange Board of Education  
199 Fourth Avenue, East Orange, NJ 07017

Tuesday, December 8, 2015 - 6:00 P.M.

**AGENDA**

**I. CALL TO ORDER**

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

**IV. BOARD OF EDUCATION**

**A. APPROVAL OF MINUTES**

**BE IT RESOLVED, the East Orange Board of Education approves the minutes of the following meetings:**

- November 10, 2015
- November 23, 2015 (special board meeting)

**V. REPORT OF THE SUPERINTENDENT OF SCHOOLS**

**A. PRESENTATIONS**

1. Honoring the Academic Achievements of Justin Reynolds, recipient of the President's Volunteer Service Bronze Award from the White House by Ms. Heather Schumacher-Jones, EOCHS
2. A presentation by the Newark Fire Department on Scuba Diving for Youth requested by Vice President, Mustafa A. Brent
3. Overview of the District's PARCC Results by Mr. James Leutz, Supervisor of Testing; Dr. Gayle Griffin, Assistant Superintendent - Division of Curriculum and Instruction and Dr. Deborah Harvest, Assistant Superintendent - Division of Operations, Compliance & Educational Support Services
4. Tyson Choir performed at the 38<sup>th</sup> Annual Kennedy Center Honors for President Barack Obama and honored Ms. Cicely Tyson on December 6, 2015 by Ms. Anita Champagne, Tyson M/H School
5. Building Capacity for Career Pathways - A Pilot Program for Comprehensive High Schools by Ms. Belinda Jackson

**V. REPORT OF THE SUPERINTENDENT OF SCHOOLS**

**B. POLICY READING**

1. **BE IT RESOLVED:** that the East Orange Board of Education present as first reading the following policies.

<b>Policy No.</b>	<b>Description</b>	<b>New/Revised</b>
1240	Evaluation of Superintendent	Revised Policy & Regulation
3221	Evaluation of Teachers	Revised Policy & Regulation
3222	Evaluation of Teaching Staff Members, Excluding Teaching and Administrators	Revised Policy & Regulation
3223	Evaluation of Administrators, Excluding Principals, Vice Principals and Assistant Principals	Revised Policy & Regulation
3224	Evaluation of Principals, Vice Principals and Assistant Principals	Revised Policy & Regulation
3431.1	Family Leave - Teaching Staff Members	Revised Policy
4431.1	Family Leave - Support Staff Members	Revised Policy
5337	Service Animals	New Policy
5516	Use of Electronic Communication and Recording Devices (ECD)	Revised Policy

**VI. COMMITTEE REPORTS AND COMMENTS FROM THE MEMBERS OF THE BOARD OF EDUCATION**

**VII. COMMENTS AND PRESENTATIONS FROM THE PRESIDENT**

**VIII. COMMENTS FROM THE PUBLIC**

**IX. RETIRE TO EXECUTIVE SESSION**

**X. RECOMMENCE PUBLIC MEETING**

**XI. ROLL CALL**

**XII. CONSIDERATION OF RESOLUTIONS**

**A. SUPERINTENDENT OF SCHOOLS**

**1. EDUCATIONAL SUPPORT & STUDENT SERVICES**

- a. Various Guest Speakers for Black History Month/Genocide Curriculum at STEM Academy
- b. Instrumental Music Artist in Residence - Trumpet
- c. Instrumental Music Artist in Residence - Flute
- d. Instrumental Music Artist in Residence - French Horn
- e. Kwanzaa: Roots and Branches
- f. Quiver Traveling Farm
- g. SAT Prep Saturday Tutoring
- h. Partnership for a Drug Free New Jersey Substance Abuse Prevention Education Program
- i. Consultant's Proposal - Dr. Gerard Costa and Corrine Catalano to present "Understanding the Development of Young Children with a Focus on Strategies to Support Challenging Behaviors"
- j. Morris Hills Regional District

## **XII. CONSIDERATION OF RESOLUTIONS**

### **A. SUPERINTENDENT OF SCHOOLS**

#### **1. EDUCATIONAL SUPPORT & STUDENT SERVICES**

- k. Sayreville Board of Education (Out of District Tuition)
- l. Rancocas Valley Regional High School
- m. Burlington Township Board of Education
- n. Student Recommendations for In-District Alternative Program Placement
- o. Special Education Home Instruction Students
- p. Beijing Biztour and Cultural Exchange Center
- q. Instrumental Music Artist in Residence – Jazz Saxophone
- r. Artist in Residence – Fashion and Costume Curriculum Design
- s. Whitney Houston Academy Partnership with Montclair State University School of Arts
- t. NJPAC & Kennedy Center Arts Integration Model at Carver Institute
- u. Rutgers Professional Development Programs for Grade K-12 Teachers of Mathematics
- v. Harassment, Intimidation & Bullying Monthly Report
- w. Field Trip Agenda

#### **2. HUMAN RESOURCE SERVICES**

- a. Retirements
- b. Resignations
- c. Separations
- d. Rescission of Appointments
- e. Leaves of Absence
- f. Rescission of Leave of Absence
- g. Transfers
- h. Salary Adjustments
- i. Staff Appointments
- j. Approval of Extra-curricular and Co-curricular Appointments – 2015-2016 School Year
- k. Extra-curricular and Co-curricular Appointments – Various Locations – 2015-2016 SY
- l. Attendance Incentive Bonus – Various Locations – 2015-16 School Year
- m. Salary Adjustments – East Orange Administrator’s Association – 2013-14, 2014-15 & 2015-16 SY
- n. Salary Adjustments – Maintenance Mechanic – 2012-13, 2013-14, 2014-15 & 2015-16 SY
- o. Black Seal License Bonus
- p. Approval of Job Descriptions
- q. Granting of Requests for Extended Sick Leave
- r. Intermittent FMLA Renewal for 2015-16 School Year
- s. Suspensions
- t. Agenda Changes/Corrections
- u. Appointments
- v. Professional Conferences

#### **3. BUSINESS SERVICES**

- a. List of Bills (Ratify)
- b. List of Bills
- c. Appropriation Transfers
- d. Appropriation Transfers – ECPA/Fund 15
- e. T-1 Request for Taxes from the City of East Orange
- f. Acceptance of Book Donation from Barnes and Noble
- g. STEM Academy working with Terracycle Recycling Company
- h. Acceptance of Donation from Senator Corey Booker/Computers for Schools Program
- i. Resolution Authorizing Use of Competitive Contracting

**XII. CONSIDERATION OF RESOLUTIONS**

**A. SUPERINTENDENT OF SCHOOLS**

**3. BUSINESS SERVICES**

- j. Request for Authorization in the Middlesex Regional Educational Services Commission for 2015-2016 SY
- k. Recommendation to Approve Fund Raising Requests
- l. Request for Authorization to Participate in the Hunterdon County Educational Services Commission for 2015-2016
- m. A-148 Secretary's Report
- n. A-149 Treasurer's Report
- o. Petty Cash Fund
- q. Recommendation for Rejection of Bids - Snow Plowing Services for the East Orange District, No. 2628 2015-2016 SY
- r. Recommendation to Increase Cap for Labor Counsel/Negotiator

**4. MAINTENANCE SERVICES**

- a. Recommendation for the Use of Facility

**XIII. CLOSING STATEMENT/ADJOURNMENT**

A. SUPERINTENDENT OF SCHOOLS

1. EDUCATIONAL SUPPORT & STUDENT SERVICES

- a. Various Guest Speakers for Black History Month/Genocide Curriculum at STEM Academy - (DelTufo)

BE IT RESOLVED: that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves the attendance of Mr. Kenneth B. Morris, great, great, great grandson of Frederick Douglas and a survivor of the Holocaust, Mr. Otto Solomon to speak to the US History classes at STEM Academy during the month of March 2016 with no cost to the District.

- b. Instrumental Music Artist in Residence - Trumpet - (Champagne)

BE IT RESOLVED: that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves Jerry Bryant as replacement Artist Residence for Don Batchelder - specializing in trumpet instruction, to provide master classes for Tyson trumpet students in eight for the 2015 -2016 school year. Cost to the District - \$1,200.

BE IT FURTHER RESOLVED: that the East Orange Board of Education, upon the direction of the Superintendent of Schools, directs administration to obtain a purchase order and have it provided to the vendor/consultant prior to receiving any goods or services from said vendor/consultant.

(Account Code: 16.15.190.100.500.203.003.0000)

- c. Instrumental Music Artist in Residence - Flute - (Champagne)

BE IT RESOLVED: that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves Moses Bernard Phillips, as an Artist in Residence specializing in flute instruction, to provide specialized instruction for Tyson Flute students in five visits for the 2015 - 2016 school year. Cost to the District - \$900.

BE IT FURTHER RESOLVED: that the East Orange Board of Education, upon the direction of the Superintendent of Schools, directs administration to obtain a purchase order and have it provided to the vendor/consultant prior to receiving any goods or services from said vendor/consultant.

(Account Code: 16.15.190.100.500.203.003.0000)

- d. Instrumental Music Artist in Residence - French Horn - (Champagne)

BE IT RESOLVED: that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves Marshall Sealy, as an Artist in Residence to provide specialized instruction for Tyson French Horn students in eight visits for the 2015 - 2016 school year. Cost to the District - \$1,200.

BE IT FURTHER RESOLVED: that the East Orange Board of Education, upon the direction of the Superintendent of Schools, directs administration to obtain a purchase order and have it provided to the vendor/consultant prior to receiving any goods or services from said vendor/consultant.

(Account Code: 16.15.190.100.500.203.003.0000)

A. SUPERINTENDENT OF SCHOOLS

1. EDUCATIONAL SUPPORT & STUDENT SERVICES

- e. Kwanzaa: Roots and Branches – (Davis)

BE IT RESOLVED: that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves Mr. Michael Brown to be the keynote speaker for G.W. Carver’s Kwanzaa: Roots and Branches to be held at Carver on Friday, December 11, 2015. There will be two presentations: the first for Pre-K to 2<sup>nd</sup> grader and the second for grades 3 – 5 at a cost to the district not to exceed \$500.

BE IT FURTHER RESOLVED: that the East Orange Board of Education, upon the direction of the Superintendent of Schools, directs administration to obtain a purchase order and have it provided to the vendor/consultant prior to receiving any goods or services from said vendor/consultant.

(Account Code: 16.15.190.100.320.305.005.0000)

- f. Quiver Farm Chick Hatching Project – (Heaphy)

BE IT RESOLVED: that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves Quiver Farm’s Chick Hatching Project from Pennsburg, Pennsylvania visit to Edward T. Bowser, Sr. School on Thursday, May 19, 2016 and Friday, May 20, 2016 at a cost of \$1,040.

BE IT FURTHER RESOLVED: that the East Orange Board of Education, upon the direction of the Superintendent of Schools, directs administration to obtain a purchase order and have it provided to the vendor/consultant prior to receiving any goods or services from said vendor/consultant.

(Account Code: 16.15.000.218.500.304.004.0000)

- g. SAT Prep Saturday Tutoring– (Schumacher - Jones)

BE IT RESOLVED: that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves the SAT Prep Saturday – Tutoring sessions as proactive measure to prepare the students of East Orange Campus High School for the upcoming SAT administration. These sessions will provide students with ample exposure to SAT like questions along with useful testing strategies. Students will also have the added benefit of satisfying their testing – graduation requirement should they attain the necessary score for the “alternate assessment” eligibility. The SAT Prep Saturday Tutoring will tentatively begin in December of 2015, four eligible positions, not to exceed the total cost of \$5,940.

BE IT FURTHER RESOLVED: that the East Orange Board of Education, upon the direction of the Superintendent of Schools, directs administration to obtain a purchase order and have it provided to the vendor/consultant prior to receiving any goods or services from said vendor/consultant.

(Account Code: 16.15.140.100.101.101.001.9719)

A. SUPERINTENDENT OF SCHOOLS

1. EDUCATIONAL SUPPORT & STUDENT SERVICES

- h. Partnership for a Drug Free New Jersey Substance Abuse Prevention Education Reform – (Jackson)

BE IT RESOLVED: that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves the Partnership for a Drug-Free New Jersey to present The 15-Minute Child Break, a program of the Partnership for a Drug-Free New Jersey Substance Abuse Program, to parents/staff of Langston Hughes School on December 16, 2015 at 6:00 p.m. at no cost to the District.

- i. Consultant’s Proposal – Dr. Gerard Costa and Corinne Catalano to present “Understanding the Development of Young Children with a Focus on Strategies to Support Challenging Behaviors on March 18, 2016 – (Lofton-Simpson, Aquil)

BE IT RESOLVED: that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves the proposal submitted by Dr. Gerard Costa, Director and Corrine Catalano, School Psychologist, from Montclair State University’s Center for Autism and Early Childhood Mental Health to present a workshop to preschool teachers, and teacher assistants at the March 18, 2016 in-service, for a total cost that will not exceed \$2,000.

BE IT FURTHER RESOLVED: that the East Orange Board of Education, upon the direction of the Superintendent of Schools, directs administration to obtain a purchase order and have it provided to the vendor/consultant prior to receiving any goods or services from said vendor/consultant.

(Account Code: 16.20.218.200.329.028.026.9032)

- j. Morris Hills Regional District – (Harvest, Watson)

BE IT RESOLVED: that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves the tuition contract between the East Orange Board of Education and the Morris Hills Regional District to provide out of district educational services for student, D.T., at the annual tuition rate of \$17,814 for the 2015-2016 school year.

BE IT FURTHER RESOLVED: that the East Orange Board of Education, upon the direction of the Superintendent of Schools, directs administration to obtain a purchase order and have it provided to the vendor/consultant prior to receiving any goods or services from said vendor/consultant.

(Account Code: 16.11.000.100.561.028.046.0000)

A. SUPERINTENDENT OF SCHOOLS

1. EDUCATIONAL SUPPORT & STUDENT SERVICES

- k. Sayreville Board of Education (Out of District Tuition) – (Harvest, Watson)

BE IT RESOLVED: that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves the tuition contract agreements between the East Orange Board of Education and the Sayreville Board of Education to provide out-of-district educational services for temporarily displaced students, C.J. and D.H. at the tuition rates of \$10,57 each for the 2015-2016 school year.

BE IT FURTHER RESOLVED: that the East Orange Board of Education, upon the direction of the Superintendent of Schools, directs administration to obtain a purchase order and have it provided to the vendor/consultant prior to receiving any goods or services from said vendor/consultant.

(Account Code: 16.11.000.100.561.028.046.0000)

- l. Rancocas Valley Regional High School – (Harvest, Watson)

BE IT RESOLVED: that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves the 2015-2016 tuition contract agreement between the East Orange Board of Education and the Rancocas Valley Regional High School Board of Education to provide out-of-district educational services for student, I.B., at the annual tuition rate of \$12,565.

BE IT FURTHER RESOLVED: that the East Orange Board of Education, upon the direction of the Superintendent of Schools, directs administration to obtain a purchase order and have it provided to the vendor/consultant prior to receiving any goods or services from said vendor/consultant.

(Account Code: 16.11.000.100.561.028.046.0000)

- m. Burlington Township Board of Education – (Harvest, Watson)

BE IT RESOLVED: that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves the tuition contract agreement between the East Orange Board of Education and the Burlington Township Board of Education to provide out-of-district educational services for regular education student J.S. at the annual tuition rate of \$10,870 for the 2015-2016 school year.

BE IT FURTHER RESOLVED: that the East Orange Board of Education, upon the direction of the Superintendent of Schools, directs administration to obtain a purchase order and have it provided to the vendor/consultant prior to receiving any goods or services from said vendor/consultant.

(Account Code: 16.11.000.100.561.028.046.0000)

- n. Student Recommendation to In-District Alternative Program Placement – (Harvest, Watson)

BE IT RESOLVED: that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves the recommendation of 2 students to in-district alternative program.



A. SUPERINTENDENT OF SCHOOLS

1. EDUCATIONAL SUPPORT & STUDENT SERVICES

- o. Special Education Home Instruction Students - (Harvest, Santos)

BE IT RESOLVED: that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves 9 students for Home Instruction Services.

BE IT FURTHER RESOLVED: that the East Orange Board of Education, upon the direction of the Superintendent of Schools, directs administration to obtain a purchase order and have it provided to the vendor/consultant prior to receiving any goods or services from said vendor/consultant.

(Account Code: 11.150.100.0500.000.028.031. - Home Instruction)

- p. Beijing Biztour Education and Cultural Exchange Center - (Moss-Hasan)

BE IT RESOLVED: that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves a visit to Cicely Tyson Elementary School by the Beijing Biztour Education and Cultural Exchange Center on December 21, 2015. There will be no cost to the District.

- q. Instrumental Music Artist in Residence - Jazz Saxophone - (Griffin, Colson)

BE IT RESOLVED: that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves Mark Gross, an Artist in Residence specializing in instruction in Jazz Saxophone technique, to provide 8 Master Classes for EOCHS and Tyson students and 2 side by side concerts April 24, 2016 with Tyson Instrumental Music students. Starting date December 14, 2015 - May 13, 2016. Cost to the district - \$1,500.

BE IT FURTHER RESOLVED: that the East Orange Board of Education, upon the direction of the Superintendent of Schools, directs administration to obtain a purchase order and have it provided to the vendor/consultant prior to receiving any goods or services from said vendor/consultant.

(Account Code: 16.11.000.221.320.000.000.9706)

- r. Artist in Residence - Fashion and Costume Curriculum Design- (Griffin, Colson)

BE IT RESOLVED: that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves Professor of Fashion at The Pratt Institute, Adrienne Jones, as an Artist in Residence specializing in Fashion and Costume Design curriculum, to provide 42 sessions for Tyson Theater Arts department between December 14, 2015 and May 20, 2016. Cost to the District \$6,200.

BE IT FURTHER RESOLVED: that the East Orange Board of Education, upon the direction of the Superintendent of Schools, directs administration to obtain a purchase order and have it provided to the vendor/consultant prior to receiving any goods or services from said vendor/consultant.

(Account Code: 16.11.000.221.320.000.000.9706)

A. SUPERINTENDENT OF SCHOOLS

1. EDUCATIONAL SUPPORT & STUDENT SERVICES

- s. Whitney Houston Academy Partnership with Montclair State University School of the Arts - (Griffin, Colson)

BE IT RESOLVED: that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves a partnership with Montclair State University School of the Arts and Whitney Houston Academy Middle School that is focused on Houston students Pathway to College. Activities will take place between January 25 - May 13, 2016. No cost to the District.

- t. NJPAC & Kennedy Center Arts Integration Model at G.W. Carver Institute - (Alsbrook-Davis, Colson)

BE IT RESOLVED: that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves Carver's partnership with NJPAC and The Kennedy Center Artists to implement Arts integration strategies during 10 sessions with Dance education and 10 sessions with Theater education in two classrooms between December 14, 2015 - May 13, 2016. Cost to the District - \$7,200. \$3,600 from Carver and \$3,600 from the District.

BE IT FURTHER RESOLVED: that the East Orange Board of Education, upon the direction of the Superintendent of Schools, directs administration to obtain a purchase order and have it provided to the vendor/consultant prior to receiving any goods or services from said vendor/consultant.

(Account Codes:      16.11.000.221.320.000.000.9706  
                                 16.15.190.100.320.221.305.005.0000)

- u. Rutgers Professional Development Programs for Grades K-12 Teachers of Mathematics - (Griffin, Fraser)

BE IT RESOLVED: that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves Rutgers University to provide professional development services for teachers of mathematics during the month of December 2015 - June 2016 at a cost of \$195 per attendee, not to exceed \$3,000.

BE IT FURTHER RESOLVED: that the East Orange Board of Education, upon the direction of the Superintendent of Schools, directs administration to obtain a purchase order and have it provided to the vendor/consultant prior to receiving any goods or services from said vendor/consultant.

(Account Code:      16.20.271.200.300.028.057.0000)

- v. Harassment, Intimidation and Bullying Monthly Incident Reporting - (Scott, Harvest)

BE IT RESOLVED: that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, accepts the report of 13 incidents for October 2015 for the NJDOE monthly reporting of HIB.

**XII. CONSIDERATION OF RESOLUTIONS**

**DECEMBER 8, 2015**

**A. SUPERINTENDENT OF SCHOOLS**

**1. EDUCATIONAL SUPPORT & STUDENT SERVICES**

w. Field Trips

**BE IT RESOLVED:** “that the Board of Education, upon the recommendation of the Superintendent of Schools, approves the following field trips.”

No.	Names(s)	Destination	Reason (include incentive & benefit)	Date(s)	Cost/Budgets SB - School Based/GB - Grant Based/ AB - Arts Based Budgets
1	Mr. P. Mwangi 20 students 2 staff members Campus High School	Piscataway, NJ	To attend 2015 Fall HOSA Leadership Conference (Educational)	11/19/15	<u>\$336.00</u> Registration Fee \$336.00 Total 16.15.000.270.512.101.001.5523 (SB) <b>(Amendment to resolution which was already Board approved at the 11/10/15 meeting.)</b>
2	Ms. Wallace 68 students 8 staff members Tyson Elementary	Newark, NJ	To visit the Branch Brook Park Roller Skating Rink (Enrichment)	12/16/15	\$ 520.00 Transportation <u>\$ 816.00</u> Admissions \$1,336.00 Total 16.15.000.270.512.312.012.5523 (SB) 16.15.190.100.800.312.012.0000 (SB)
3	Mr. J. Refinski 40 students 4 staff members STEM Academy	Brooklyn, NY	To visit the Pioneer Works Center (Educational)	12/17/15	\$546.00 Transportation <u>\$130.00</u> Substitute Salary \$676.00 Total 16.15.000.270.512.102.002.5523 (SB) 16.15.130.100.101.102.002.9729 (SB)
4	Ms. C. Newby-Reynolds 40 students 4 staff members Tyson Elementary	West Orange, NJ	To visit the Canterbury Village (Enrichment)	12/18/15	<u>\$260.00</u> Transportation \$260.00 Total 16.15.000.270.512.312.012.5523 (SB)
5	Ms. B. Froehlich 30 students 3 staff members STEM Academy	Wantage, NJ	To visit Lazar One (Enrichment & Incentive)	12/18/15	<u>\$572.00</u> Transportation \$572.00 Total 16.15.000.270.512.102.002.5523 (SB)
6	Ms. N. Guillaume 10 students 2 staff members Campus High School	Queens, NY	To visit the New York Hall of Science (Educational)	12/21/15	\$546.00 Transportation \$260.00 Substitute Salary <u>\$ 60.00</u> Admissions \$866.00 Total 16.15.190.100.800.101.001.4000 (SB) 16.15.000.270.512.101.001.5523 (SB) 16.15.140.100.101.101.001.9727 (SB)
					<b>F/T Board Agenda 12/8/15</b>

**XII. CONSIDERATION OF RESOLUTIONS**

**DECEMBER 8, 2015**

**A. SUPERINTENDENT OF SCHOOLS**

**1. EDUCATIONAL SUPPORT & STUDENT SERVICES**

w. Field Trips

No.	Names(s)	Destination	Reason (include incentive & benefit)	Date(s)	Cost/Budgets
					SB - School Based/GB - Grant Based/ AB - Arts Based Budgets
7	Dr. G. Watson 120 students 16 staff members District Middle Schools	Caldwell, NJ	To attend the World Against Violence (WAV) Youth Conference (Educational)	12/22/15	<u>\$2,080.00</u> Transportation \$2,080.00 Total 16.15.000.270.512.215.015.5523 (SB) 16.11.000.270.512.217.017.5523 (SB) 16.15.000.270.512.216.016.5523 (SB) 16.15.000.270.512.307.007.5523 (SB) 16.15.000.270.512.203.003.0000 (SB) 16.11423.270.512.145.045.0000 (SB)
8	Ms. B. Froehlich 10 students 3 staff members STEM Academy	Newark, NJ	To visit NJIT to attend the Robotics Competition (Educational)	1/9/16	No cost to the district
9	Ms. D. Evans 40 students 4 staff members Tyson M/H School	Union, NJ	To accompany students to Kean University for a campus tour (Educational)	1/27/16	<u>\$286.00</u> Transportation \$286.00 Total 16.15.000.270.512.203.003.5523 (SB)
10	Ms. D. Evans 40 students 4 staff members Tyson M/H School	Wayne, NJ	To visit William Paterson University, Shea Center for Performing Arts (Educational)	2/25/16	\$390.00 Transportation <u>\$220.00</u> Admissions \$610.00 Total 16.15.000.270.512.203.003.5523 (SB) 16.15.190.100.800.203.003.0000 (SB)
11	Mr. N. Joanow 120 students 7 staff members 8 parent chaperones Tyson Elementary	Ogdensburg, NJ	To visit the Sterling Hill Mining Museum (Educational)	4/7/16	\$1,092.00 Transportation <u>\$1,470.00</u> Admissions \$2,562.00 Total 16.15.000.270.512.312.012.5523 (SB) 16.15.190.100.800.312.012.0000 (SB)
12	Dr. J. Foley 30 students 2 staff members 2 parent chaperones Truth Middle School	Yonkers, NY	To visit the Science Barge (Educational & Enrichment)	4/22/16	\$546.00 Transportation <u>\$450.00</u> Admissions \$996.00 Total 16.15.190.100.800.216.016.0000 (SB) 16.15.000.270.512.216.016.5523 (SB)
13	Ms. N. Harper 72 students 7 staff members 6 parent chaperones Carver Institute	Rahway, NJ	To visit Union County PAC to attend performance of Seussical (Educational)	4/25/16	\$ 624.00 Transportation <u>\$ 740.00</u> Admissions \$1,364.00 Total 16.15.000.270.512.305.005.5523 (SB) 16.15.190.100.800.305.005.0000 (SB)
14	Ms. B. Swift 35 students 7 staff members 3 parent chaperones Tyson Elementary	Franklin, NJ	To visit the Franklin Mineral Museum (Educational)	4/25/16	\$364.00 Transportation <u>\$294.00</u> Admissions \$658.00 Total 16.15.000.270.512.312.012.5523 (SB) 16.15.000.270.512.312.012.5523 (SB)
					<b>F/T Board Agenda 12/8/15</b>

**XII. CONSIDERATION OF RESOLUTIONS**

**DECEMBER 8, 2015**

**A. SUPERINTENDENT OF SCHOOLS**

**1. EDUCATIONAL SUPPORT & STUDENT SERVICES**

w. Field Trips

No.	Names(s)	Destination	Reason (include incentive & benefit)	Date(s)	Cost/Budgets
					SB - School Based/GB - Grant Based/ AB - Arts Based Budgets
15	Ms. E. Standler 80 students 9 staff members 8 parent chaperones Tyson Elementary	Point Pleasant, NY	To visit Jenkinson's Aquarium (Educational)	5/6/16	\$ 936.00 Transportation \$ 843.00 Admissions \$1,779.00 Total 16.15.190.100.800.312.012.0000 (SB) 16.15.000.270.512.312.012.5523 (SB)
16	Ms. M. Earley 16 students 4 staff members STEM Academy	Bronx, NY	To visit the Bronx Zoo (Educational)	5/13/16	\$494.00 Transportation \$399.00 Admissions \$893.00 Total 16.15.000.270.512.102.002.5523 (SB) 16.15.190.100.800.102.002.0000 (SB)
17	Ms. F. Holder 63 students 7 staff members 6 parent chaperones Carver Institute	Point Pleasant, NJ	To visit Jenkinson's Pavilion Aquarium (Educational)	5/20/16	\$ 780.00 Transportation \$ 420.00 Admissions \$1,200.00 Total 16.15.000.270.512.305.005.5523 (SB) 16.15.190.100.800.305.005.0000 (SB)
18	Ms. M. Greggs 27 students 4 staff members Carver Institute	Yonkers, NY	To visit LEGOLAND (Enrichment)	5/26/16	\$442.00 Transportation \$270.00 Admissions \$130.00 Substitute Salary \$842.00 Total 16.15.000.270.512.305.005.5523 (SB) 16.15.190.100.800.305.005.0000 (SB)
19	Mr. Gladney 45 students 3 staff members 1 parent chaperone Carver Institute	Roselle Park, NJ	To visit Pump It Up (Incentive)	5/27/16	\$ 390.00 Transportation \$ 765.00 Admissions \$ 130.00 Substitute Salary \$1,285.00 Total 16.15.000.270.512.305.005.5523 (SB) 16.15.190.100.800.305.005.0000 (SB) 16.11.120.100.101.000.000.0000 (SB)
20	Ms. P. Jubelt 64 students 6 staff members 3 parent chaperones Carver Institute	Parsippany, NJ	To visit the Native Lands (Enrichment)	6/1/16	\$ 624.00 Transportation \$ 710.00 Admissions \$1,334.00 Total 16.15.000.270.512.305.005.5523 (SB) 16.15.190.100.800.305.005.0000 (SB)
21	Ms. D. Helm 54 students 4 staff members 6 parent chaperones Carver Institute	Newark, NJ	To visit the Newark Museum (Enrichment)	6/1/16	\$ 364.00 Transportation \$ 798.00 Admissions \$1,162.00 Total 16.15.000.270.512.305.005.5523 (SB) 16.15.190.100.800.305.005.0000 (SB)
22	Ms. M. King 80 students 4 staff members 4 parent chaperones Tyson Elementary	Bronx, NY	To visit the Bronx Zoo (Educational)	6/8/16	\$ 998.40 Transportation \$1,596.00 Admissions \$2,594.40 Total 16.15.000.270.512.312.012.5523 (SB) 16.15.190.100.800.312.012.0000 (SB)

**XII. CONSIDERATION OF RESOLUTIONS**

**DECEMBER 8, 2015**

**A. SUPERINTENDENT OF SCHOOLS**

**1. EDUCATIONAL SUPPORT & STUDENT SERVICES**

w. Field Trips

No.	Names(s)	Destination	Reason (include incentive & benefit)	Date(s)	Cost/Budgets
					SB - School Based/GB - Grant Based/ AB - Arts Based Budgets
23	Ms. A. Avery-deVlugt 69 students 6 staff members 8 parent chaperones Tyson Elementary	Point Pleasant Beach, NJ	To visit Jenkinson's Aquarium (Educational)	6/9/16	\$ 936.00 Transportation \$ 470.00 Admissions \$1,406.00 Total 16.15.000.270.512.312.012.5523 (SB) 16.15.190.100.800.312.012.0000 (SB)
24	Ms. White 65 students 5 staff members 3 parent chaperones Carver Institute	Bronx, NY	To visit the Bronx Zoo (Educational)	6/10/16	\$1,019.20 Transportation \$ 700.00 Admissions \$1,719.20 Total 16.15.000.270.512.305.005.5523 (SB) 16.15.190.100.800.305.005.0000 (SB)
25	Ms. I. Colson Students TBD Staff TBD District elementary schools	Montclair, NJ	To visit the Montclair Art Museum (Educational)	1/20/16 1/21/16 1/28/16 1/22/16 1/27/16 2/17/16 2/4/16 2/19/16 1/29/16 2/3/16 2/10/16 2/11/16 2/25/16 2/18/16 2/24/16 2/26/16	No cost to the district
26	Ms. L. Phillips 66 students 6 staff members Banneker Academy	Roseland, NJ	To visit the Essex County Environmental Ctr.	1/12/16	\$ 520 Transportation \$ 520 Total 16.15.000.270.512.036.336.5523
27	Ms. S. Thompson 20 students 2 staff members Tyson M/H School	Livingston, NJ	Perform at the Annual Livingston Mall	12/15/14	\$ 275.00 Transportation \$ 275.00 Total 16.15.000.20.512.203.003.5523
28	Mr. O. Petty 7 students 2 staff members Tyson M/H School	Selingsgrove, PA	Attend the 24 <sup>th</sup> Annual Honors Band Festival	2/19-21/15	\$2,236.00 Transportation \$ 450.00 Lodging \$2,686.00 Total 16.15.000.270.512.203.003.5523 16.15.190.100.500.203.003.0000
29	Ms. J. James 30 students 3 staff members Tyson M/H School	Newark, NJ	Perform at the Kwanza Festival	12/19/15	No Cost to the District

**XII. CONSIDERATION OF RESOLUTIONS**

**DECEMBER 8, 2015**

**A. SUPERINTENDENT OF SCHOOLS**

**1. EDUCATIONAL SUPPORT & STUDENT SERVICES**

**w. Field Trips**

<b>No.</b>	<b>Names(s)</b>	<b>Destination</b>	<b>Reason (include incentive &amp; benefit)</b>	<b>Date(s)</b>	<b>Cost/Budgets</b> <b>SB - School Based/GB - Grant Based/</b> <b>AB - Arts Based Budgets</b>
30	MSgt. Rivers 45 students 4 staff members EOCHS	New York, NY	To visit the 911 Memorial Museum	12/17/15	\$ 632.00 Transportation \$ 260.00 Substitute \$ 675.00 Admission \$1,600.00 Total 16.15.000.270.512.101.001.5523 16.11.140.101.000.000.001.0000 16.15.190.100.800.101.001.4000
<b>DATE/CHANGES TO FIELD TRIP RESOLUTIONS</b>					
1	Mr. S. Webb 30 students 13 staff members FSA Middle School	New York, NY	To visit the Sony Wonder Tech. Museum (Educational)	12/10/15	This field trip was approved at the 9/8/15 Board meeting. This trip was originally scheduled for 12/11/15 and due to museum being closed during that timeframe, the trip had to be rescheduled.
2	Ms. B. Taylor 20 students 2 staff members STEM Academy	Brooklyn, NY	To visit the Pratt Institute (Educational)	12/15/15	This field trip was approved at the 10/13/15 Board meeting. This trip was originally scheduled for 11/24/15 and due to overbooking the date had to be changed.
3	Mr. A. Carter 15 students 5 staff members FSHS Academy	New York, NY	To attend NY Knicks & New Orleans Pelicans Basketball game (Educational)	12/21/15	This field trip was approved at the 11/10/15 Board meeting. This trip was originally scheduled for 11/15/15 and due to impending circumstances, the trip had to be rescheduled.
					<b>F/T Board Agenda 12/8/15</b>

## **XII. CONSIDERATION OF RESOLUTIONS**

**DECEMBER 8, 2015**

### **A. SUPERINTENDENT OF SCHOOLS**

#### **2. HUMAN RESOURCE SERVICES**

##### **a. Retirements**

BE IT RESOLVED: "that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves the following retirements."

1. Ms. Lucille Caron – Supervisor of Mathematics – Division of Curriculum Services  
Effective July 1, 2016 (25 years, 5 months of service)  
(11.000.221.0104.000.000.000.0000)
2. Dr. Neville Matadin – Supervisor – Fresh Start Academy High School  
Effective March 1, 2016 (22 years, 7 months of service)  
(11.423.240.0103.000.029.029.0000)
3. Ms. Lillian Roy-Orr – Guidance Counselor – East Orange Campus High School  
Effective July 1, 2016 (36 years, 5 months of service)  
(15.000.218.0104.000.101.001.0000)
4. Ms. June Simmons – CST - Social Worker – East Orange Campus High School  
Effective July 1, 2016 (9 years, 5 months of service)  
(11.000.219.0104.000.000.000.0000)

##### **b. Resignations**

BE IT RESOLVED: "that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves the following resignations."

1. Mr. Keith Bellamy – Teacher Assistant for Kindergarten – Tyson Elementary  
Effective December 17, 2015 (another position) (3 years, 3 months of service)  
(15.190.100.0106.000.312.012.0000)
2. Ms. Valada Bishop – Teacher Assistant for Special Education (ICS) – Campus High School  
Effective November 30, 2015 (no reason) (6 years, 2 months of service)  
(15.213.100.0106.000.101.001.0000)
3. Ms. Beatrice McBlain – Teacher Assistant for Bilingual Education – East Orange Campus High School  
Effective November 30, 2015 (no reason) (7 years, 1 month of service)  
(15.240.100.0106.000.101.001.0000)

##### **c. Separations**

BE IT RESOLVED: "that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves the following separations."

1. Mr. Brian Blackman – Security Hourly – Department of Security  
Effective November 10, 2015  
(11.000.266.0100.000.000.000.0000)
2. Mr. Shawn Hanks – Security Hourly – Department of Security  
Effective November 10, 2015  
(11.000.266.0100.000.000.000.0000)
3. Ms. Esther Jean – Lunch Period Supervisory Aide – East Orange Campus High School  
Effective November 24, 2015 (abandoned position)  
(11.000.262.0100.000.000.000.0000)



## **XII. CONSIDERATION OF RESOLUTIONS**

**DECEMBER 8, 2015**

### **A. SUPERINTENDENT OF SCHOOLS**

#### **2. HUMAN RESOURCE SERVICES**

##### **d. Rescission of Appointments**

BE IT RESOLVED: "that the Board of Education, upon the recommendation of the Superintendent of Schools, rescinds the following appointments."

1. Mr. Timothy Johnson – Security Hourly – Department of Security  
Appointment was approved at the September 08, 2015 Board Meeting  
(11.000.266.0100.000.000.0000)
2. Ms. LaShaunda Saunders – Teacher Assistant for Kindergarten – Langston Hughes School  
Appointment was approved at the October 13, 2015 Board Meeting  
(15.190.100.0106.000.306.006.9704)

##### **e. Leaves of Absence**

BE IT RESOLVED: "that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves the following leaves of absence."

1. Ms. Florence Anyanwu – Teacher of the Handicapped (ICS) – Campus High  
Family Act LOA (Intermittent) Effective November 13, 2015 to June 30, 2016 (NTE 10 days)  
(15.213.100.0101.000.101.001.0000)
2. Ms. Renee Barber – Teacher Aide for Pre-Kindergarten – Garvin School  
Health LOA Effective November 13, 2015 to June 30, 2016  
(20.218.100.0106.000.028.026.9013)
3. Dr. Fatimah Belal – Teacher of the Handicapped (LD) – Campus High  
Family Act LOA Effective November 30, 2015 to December 11, 2015  
(15.204.100.0101.000.101.001.0000)
4. Ms. Aliah Benton – Teacher Assistant for Special Ed (ICS) – Ecolè Toussaint Louverture  
Family Act LOA Effective October 13, 2015 to January 11, 2016  
(15.213.100.0106.000.310.010.0000)
5. Ms. Tekea Brown – Teacher Assistant for Special Ed (ICS) – Tyson 6-12  
Family Welfare LOA (without pay) Effective December 7, 2015 to January 8, 2016  
(15.213.100.0106.000.203.003.0000)
6. Ms. Mia Carter-Bennett – Teacher Aide for Pre-Kindergarten – Wahlstrom Academy  
Family Act LOA (Intermittent) Effective November 10, 2015 to June 30, 2016 (NTE 10 days)  
(20.218.100.0106.000.028.026.9013)
7. Ms. Keila Catching – Teacher of Grades 6-8 (LAL) – Tyson 6-12  
Family Act LOA Effective January 4, 2016 to April 11, 2016  
(15.140.100.0101.000.203.003.0000)
8. Mr. Nicholas Chervenack, Jr – Coordinator of Computerized Admin Svcs – Division of Business  
Health LOA Effective November 30, 2015 to June 30, 2016  
(11.000.252.0100.000.000.000.0000)
9. Mr. Deryck Clarke – Teacher of Music (Voc) – Costley Middle School  
Health LOA Effective October 8, 2015 to June 30, 2016  
(15.130.100.0101.000.215.015.0000)

## **XII. CONSIDERATION OF RESOLUTIONS**

**DECEMBER 8, 2015**

### **A. SUPERINTENDENT OF SCHOOLS**

#### **2. HUMAN RESOURCE SERVICES**

##### **e. Leaves of Absence (cont'd)**

10. Ms. Staci Cowins – Secretary (Assistant) – Ecolè Toussaint Louverture  
Family Act LOA Effective November 16, 2015 to December 21, 2015  
(15.000.240.0105.000.310.010.0000)
11. Mr. Peter Dionisio – Athletic Director (Acting) – Campus High  
Family Act LOA (Intermittent) Effective January 4, 2016 to June 30, 2016 (NTE 15 days)  
(15.000.221.0104.000.101.001.0000)
12. Ms. Diane Eaton – Teacher of the Handicapped (BD) – Parks Academy  
Family Act LOA Effective October 26, 2015 to December 7, 2015  
(15.209.100.0101.000.311.011.0000)
13. Mr. Eddy Eugene – Teacher Assistant – Division of Operations  
Family Act LOA Effective November 9, 2015 to December 3, 2015  
(11.000.211.0100.000.000.000.0000)
14. Ms. Mandalee Flannery – Media Specialist – Costley Middle School  
Family Act LOA (Intermittent) Effective November 2, 2015 to June 30, 2016 (NTE 15 days)  
(15.000.222.0100.000.215.015.0000)
15. Mr. John Ford – School Disciplinarian – East Orange STEM Academy High School  
Family Act LOA Effective October 26, 2015 to December 8, 2015 (NTE 8 days)  
(15.140.100.0101.000.102.002.0000)
16. Ms. Marcia Goldbourne-Thomas – Teacher Assistant for Special Ed (ICS) – Campus High  
Family Welfare LOA Effective December 2, 2015 to January 1, 2016  
(15.213.100.0106.000.101.001.0000)
17. Ms. Donna Holt – Teacher Aide for Special Education (MCI) – Campus High  
Family Act LOA Effective September 28, 2015 to November 13, 2015  
(15.201.100.0106.000.101.001.0000)
18. Ms. Natalie Hopkins – Teacher of Pre-Kindergarten – Warwick Institute  
Family Act and Bonding LOA Effective December 10, 2015 to June 30, 2016  
(20.218.100.0101.000.028.026.9010)
19. Ms. Carolyn Howard – School Nurse – Costley Middle School  
Family Act LOA (Intermittent) Effective November 4, 2015 to June 30, 2016 (NTE 15 days)  
(15.000.213.0100.000.215.015.0000 – 40.0000%)  
(15.000.213.0100.000.216.016.0000 – 30.0000%)  
(15.000.213.0100.000.217.017.0000 – 30.0000%)
20. Ms. Sharice James – Teacher Assistant for Special Ed (BD) – Tyson Elementary  
Family Act LOA Effective October 14, 2015 to November 13, 2015  
(15.209.100.0106.000.312.012.0000)
21. Ms. Lashawn Johnson – Behavior Specialist – Department of Early Childhood  
Family Act LOA Effective November 30, 2015 to February 5, 2016  
(20.218.200.0104.000.028.026.9029)
22. Ms. Ember Levine-Dixon – School Counselor – WE Academy  
Family Act LOA Effective November 4, 2015 to November 6, 2015  
Health LOA Effective November 7, 2015 to June 30, 2016  
(11.423.218.0104.000.144.044.0000)

## **XII. CONSIDERATION OF RESOLUTIONS**

**DECEMBER 8, 2015**

### **A. SUPERINTENDENT OF SCHOOLS**

#### **2. HUMAN RESOURCE SERVICES**

##### **e. Leaves of Absence (cont'd)**

23. Ms. Vivian McLaughlin – Secretary (Head) – Cochran Academy  
Family Act LOA Effective October 23, 2015 to January 11, 2016  
(15.000.240.0105.000.338.038.0000)
24. Ms. Lisa Miyakawa – Teacher of the Handicapped (BD) – Costley Middle School  
Family Act LOA Effective November 9, 2015 to November 13, 2015  
(15.209.100.0101.000.215.015.0000)
25. Ms. Michele Monaco – Teacher of Technology – Costley Middle School  
Family Act LOA (Intermittent) Effective September 1, 2015 to October 15, 2015 (NTE 01 days)  
Family Act LOA Effective October 1, 2015 to November 6, 2015  
(15.000.222.0100.000.215.015.0000)
26. Ms. Sharon Murray – Teacher of Kindergarten – Carver Institute  
Family Act LOA Effective September 8, 2015 to September 11, 2015  
Family Act LOA Effective September 21, 2015 to September 30, 2015  
(15.110.100.0101.000.305.005.9704)
27. Mr. Kofi Owens – Teacher of Technology – East Orange STEM Academy High School  
Family Act LOA (Intermittent) Effective October 2, 2015 to March 1, 2016 (NTE 10 days)  
(15.140.100.0101.000.102.002.0000)
28. Ms. Cynthia Patterson – Teacher of Grades 6-8 (SSd) – Truth Middle School  
Family Act LOA Effective October 8, 2015 to October 30, 2015  
(15.130.100.0101.000.216.016.0000)
29. Ms. Diane Raghunandan – Teacher of Elementary – Tyson Elementary  
Health LOA Effective October 19, 2015 to December 26, 2015  
(15.120.100.0101.000.312.012.0000)
30. Mr. Jeffrey Ray – Security Monitor – Campus High  
Family Act LOA Effective October 13, 2015 to December 1, 2015  
(11.000.266.0100.000.000.000.0000)
31. Ms. Jasmine Regalado – Teacher of Grades 6-8 (LAL) – Truth Middle School  
Health LOA Effective November 17, 2015 to January 1, 2016  
(15.130.100.0101.000.216.016.0000)
32. Ms. Loreen Rigby-King – School Nurse – Ecolè Toussaint Louverture  
Family Act LOA (Intermittent) Effective November 12, 2015 to June 30, 2016 (NTE 10 days)  
(15.000.213.0100.000.310.010.0000 – 87.5000%)  
(20.218.200.0104.000.028.026.9027 – 12.5000%)
33. Ms. Shakinah Riley-Lavendar – Teacher of Elementary – Langston Hughes School  
Family Act LOA Effective December 2, 2015 to January 1, 2016  
(15.120.100.0101.000.306.006.0000)
34. Ms. Rachel Rothman – Co-Teacher – Tyson Elementary  
Family Act and Bonding LOA Effective November 20, 2015 to February 19, 2016  
(15.120.100.0101.000.312.012.0000)
35. Ms. Michelle Salmon – Custodian (Night) – Houston Academy  
Family Act LOA Effective October 15, 2015 to November 6, 2015  
(11.000.262.0100.000.000.000.0000)

**A. SUPERINTENDENT OF SCHOOLS**

**2. HUMAN RESOURCE SERVICES**

e. Leaves of Absence (cont'd)

36. Ms. Doris Sares – Testing Coordinator – East Orange STEM Academy High School  
Family Act LOA Effective November 9, 2015 to January 8, 2016  
(15.000.221.0104.000.102.002.0000)
37. Mr. Darnell Starkes – Teacher of Music (Voc) – Parks Academy  
Health LOA Effective November 3, 2015 to June 30, 2016  
(15.120.100.0101.000.311.011.0000 – 50.6200%)  
(15.120.100.0101.000.338.038.0000 – 40.0000%)  
(20.218.100.0101.000.028.026.9011 – 9.3800%)
38. Ms. Donya Stewart – Data Entry Clerk – Division of Operations  
Family Act LOA Effective November 13, 2015 to December 4, 2015  
(11.000.251.0100.000.000.000.0000)
39. Ms. Brandi Strickland – Teacher of Elementary – Ecolè Toussaint Louverture  
Family Act LOA Effective October 26, 2015 to November 18, 2015  
Health LOA Effective November 19, 2015 to June 30, 2016  
(15.120.100.0101.000.310.010.0000)
40. Ms. Zakiyya Sutton – Teacher Assistant for Special Ed (ICS) – Langston Hughes School  
Family Welfare LOA (without pay) Effective November 24, 2015 to January 1, 2016  
(15.213.100.0106.000.306.006.0000)
41. Ms. Bethany Swift – Teacher of the Handicapped (LD) – Tyson Elementary  
Family Act LOA (Intermittent) Effective October 5, 2015 to June 30, 2016 (NTE 10 days)  
(15.204.100.0101.000.312.012.0000)
42. Ms. Special Thompson – Teacher Assistant for Special Ed (AUT) –STEM Academy High  
Family Act LOA Effective November 19, 2015 to December 7, 2015  
(15.214.100.0106.000.102.002.0000)
43. Ms. Julissa Urena – Secretary (Head) – Houston Academy  
Family Act LOA Effective January 7, 2016 to May 6, 2016  
(15.000.240.0105.000.307.007.0000)
44. Ms. Dayn Vincent – Custodian (Day) – Langston Hughes School  
Family Act LOA Effective October 15, 2015 to January 15, 2016  
(11.000.262.0100.000.000.000.0000)
45. Ms. Charlotte Williams – Teacher of the Handicapped (MCI) – Campus High  
Family Act LOA Effective October 16, 2015 to January 16, 2016  
Health LOA Effective January 17, 2016 to February 29, 2016  
(15.201.100.0101.000.101.001.0000)
46. Ms. Audrey Young – Clerk Typist – Division of Business Services  
Family Act LOA Effective November 16, 2015 to January 1, 2016  
(11.000.251.0100.000.000.000.0000)

**XII. CONSIDERATION OF RESOLUTIONS**

**DECEMBER 8, 2015**

**A. SUPERINTENDENT OF SCHOOLS**

**2. HUMAN RESOURCE SERVICES**

f. Rescission of Leave of Absence

BE IT RESOLVED: "that the Board of Education, upon the recommendation of the Superintendent of Schools, rescinds the following leave of absence."

1. Mr. Giovanni Baglieri – Teacher of Health/Physical Education – Campus High  
Family Act LOA was approved at the November 10, 2015 Board Meeting  
(15.140.100.0101.000.101.001.0000)

g. Transfers

BE IT RESOLVED: "that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves the transfer listed in HUMAN RESOURCE SERVICES SCHEDULE 2.g."

h) Salary Adjustments

BE IT RESOLVED: "that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves the following salary adjustments."

1. Ms. Gloria Bishop – Teacher of Mathematics – Healy Middle School  
(Original Hire Date: September 1, 2014)  
From: Level 4/BA Step 16 \$88,706.00 p/a  
To: Level 5/MA Step 16 \$95,420.00 p/a  
Effective February 1, 2016 to June 30, 2016  
(higher training level)  
(15.130.100.0101.000.217.017.0000)
2. Ms. Paula Blanton – Substance Abuse Coordinator – East Orange Campus High School  
(Original Hire Date: November 19, 1990)  
From: \$101,532.00 p/a + \$1,250 Longevity  
To: \$101,532.00 p/a + \$1,500 Longevity  
Effective November 19, 2015 to June 30, 2016  
(25 years longevity stipend)  
(15.000.218.0104.000.101.001.0000)
3. Ms. Idrissa Castlewood – Teacher of Elementary – Warwick Institute  
(Original Hire Date: September 1, 2011)  
From: Level 5/MA Step 11 \$69,573.00 p/a  
To: Level 5½/MA+15 Step 11 \$71,073.00 p/a  
Effective February 1, 2016 to June 30, 2016  
(higher training level)  
(15.120.100.0101.000.309.009.0000)
4. Ms. Helen Chiles – Guidance Counselor – Houston Academy  
(Original Hire Date: November 12, 1990)  
From: Level 5½/MA+15 Step 16 \$97,002.00 p/a + \$1,250 Longevity  
To: Level 5½/MA+15 Step 16 \$97,002.00 p/a + \$1,500 Longevity  
Effective November 12, 2015 to June 30, 2016  
(25 years longevity stipend)  
(15.000.218.0104.000.307.007.0000)

A. SUPERINTENDENT OF SCHOOLS

2. HUMAN RESOURCE SERVICES

h. Salary Adjustments (cont'd)

5. Ms. Dena Clark – In-School Suspension – East Orange Campus High School  
(Original Hire Date: November 12, 1990)  
From: Level 5/MA Step 16 \$95,420.00 p/a + \$1,250 Longevity  
To: Level 5/MA Step 16 \$95,420.00 p/a + \$1,500 Longevity  
Effective November 12, 2015 to June 30, 2016  
(25 years longevity stipend)  
(15.000.218.0104.000.101.001.0000)
  
6. Ms. Allison Clifton – Teacher of Elementary – Langston Hughes School  
(Original Hire Date: November 27, 1995)  
From: Level 5/MA Step 16 \$95,420.00 p/a + \$750 Longevity  
To: Level 5/MA Step 16 \$95,420.00 p/a + \$1,250 Longevity  
Effective November 27, 2015 to June 30, 2016  
(20 years longevity stipend)  
(15.120.100.0101.000.306.006.0000)
  
7. Ms. Marie Exantus – Payroll Clerk – Division of Business Services  
(Original Hire Date: November 12, 2015)  
From: Group 4 Step 1 \$38,148.00 p/a  
To: Group 4 Step 17 \$56,616.00 p/a  
Effective November 12, 2015 to June 30, 2016  
(verified prior experience)  
(11.000.251.0100.000.000.000.0000)
  
8. Mr. Robert Gronau – Teacher of Grades 6-8 (Sci) – Costley Middle School  
(Original Hire Date: November 2, 2015)  
From: Level 4/BA Step 15 \$84,685.00 p/a  
To: Level 6/MA+32 Step 15 \$101,490.00 p/a  
Effective November 2, 2015 to June 30, 2016 (higher training level)  
(15.130.100.0101.000.213.015.0000)
  
9. Mr. Walter Houghton – Teacher of Elementary – Bowser Elementary School  
(Original Hire Date: November 14, 1990)  
From: Level 5½/MA+15 Step 16 \$97,002.00 p/a + \$1,250 Longevity  
To: Level 5½/MA+15 Step 16 \$97,002.00 p/a + \$1,500 Longevity  
Effective November 16, 2015 to June 30, 2016  
(25 years longevity stipend)  
(15.120.100.0101.000.304.004.0000)
  
10. Ms. Michelle Miller-Hamm – Teacher of Elementary – Bowser Elementary School  
(Original Hire Date: November 13, 2000)  
From: Level 4/BA Step 12½ \$70,203.00 p/a  
To: Level 4/BA Step 12½ \$70,203.00 p/a + \$750 Longevity  
Effective November 13, 2015 to June 30, 2016  
(15 years longevity stipend)  
(15.120.100.0101.000.304.004.0000)
  
11. Ms. Brigita Ransome Wright – Teacher of the Handicapped (ICS) – Bowser Elementary School  
(Original Hire Date: November 11, 2015)  
From: Level 4/BA Step 1 \$51,873.00 p/a  
To: Level 4/BA Step 11½ \$65,223.00 p/a  
Effective November 11, 2015 to June 30, 2016  
(verified prior experience)  
(15.213.100.0101.000.304.004.0000)

A. SUPERINTENDENT OF SCHOOLS

2. HUMAN RESOURCE SERVICES

h. Salary Adjustments (cont'd)

- 12. Ms. Patricia Rice-Phillips – Teacher Tutor – Houston Academy  
(Original Hire Date: November 12, 1990)  
From: Level 4/BA Step 16 \$88,706.00 p/a + \$1,250 Longevity  
To: Level 4/BA Step 16 \$88,706.00 p/a + \$1,500 Longevity  
Effective November 12, 2015 to June 30, 2016  
(25 years longevity stipend)  
(15.120.100.0101.000.307.007.0000)
  
- 13. Ms. Jennifer Scott – Teacher of Elementary – Banneker Academy  
(Original Hire Date: December 9, 2015)  
From: Level 4/BA Step 1 \$51,873.00 p/a  
To: Level 5½/MA+15 Step 9 \$64,573.00 p/a  
Effective December 9, 2015 to June 30, 2016  
(higher training level & verified prior experience)  
(15.120.100.0101.000.336.036.0000)
  
- 14. Ms. Tracy Smith – Teacher Trainer for Technology – Division of Operations  
(Original Hire Date: September 1, 1997)  
From: Level 5½/MA+15 Step 16 \$97,002.00 p/a  
To: Level 6/MA+32 Step 16 \$103,265.00 p/a  
Effective February 1, 2016 to June 30, 2016  
(higher training level)  
(11.000.221.0104.000.000.000.0000)
  
- 15. Mr. Marjorie Theodule – School Nurse – East Orange Campus High School  
(Original Hire Date: September 1, 2011)  
From: Level 5½/MA+15 Step 13½ \$84,840.00 p/a  
To: Level 6/MA+32 Step 13½ \$92,340.00 p/a  
Effective February 1, 2016 to June 30, 2016  
(higher training level)  
(15.000.213.0100.000.101.001.0000)
  
- 16. Ms. Sheena Ward-Basdeo – Teacher of Elementary – Bowser Elementary School  
(Original Hire Date: October 14, 2015)  
From: Level 4/BA Step 1 \$51,873.00 p/a  
To: Level 5/MA Step 2½ \$58,473.00 p/a  
Effective October 14, 2015 to June 30, 2016  
(higher training level & verified prior experience)  
(15.120.100.0101.000.304.004.0000)

i. Staff Appointments

BE IT RESOLVED: “that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves the 2015-16 staff appointments listed in HUMAN RESOURCE SERVICES SCHEDULE 2.i.”

j. Extra-curricular and Co-curricular Appointments – Various Locations– 2015-2016 School Year

BE IT RESOLVED: “that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves the co-curricular and extra-curricular appointments for the various locations listed HUMAN RESOURCE SERVICES SCHEDULE 2.j for the 2015-2016 school year.”

**XII. CONSIDERATION OF RESOLUTIONS**

**DECEMBER 8, 2015**

**A. SUPERINTENDENT OF SCHOOLS**

**2. HUMAN RESOURCE SERVICES**

k. Extra-curricular and Co-curricular Appointments Rescission/Changes – Various Locations– 2015-2016 SY

BE IT RESOLVED: “that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves the rescission of the co-curricular and extra-curricular appointments for the various locations listed HUMAN RESOURCE SERVICES SCHEDULE 2.k for the 2015-2016 school year.”

l. Attendance Incentive Bonus – Various Locations – 2015-16 School Year

BE IT RESOLVED: “that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves the 2015-16 school year attendance incentive bonus for the employee at various locations listed in HUMAN RESOURCE SERVICES SCHEDULE 2.l.”

m. Salary Adjustments – East Orange Administrators’ Association – 2013-14, 2014-15 & 2015-16 School Years

BE IT RESOLVED: “that the Board of Education, upon the recommendation of the Superintendent of Schools, approves the 2013-14, 2014-15 & 2015-16 school years salary adjustments for the East Orange Administrators’ Association listed in HUMAN RESOURCES SCHEDULE 2.m

n. Salary Adjustments – Maintenance Mechanic – 2012 -13, 2013-14, 2014-15 & 2015-16 School Years

BE IT RESOLVED: “that the Board of Education, upon the recommendation of the Superintendent of Schools, approves the 2012-13, 2013-14, 2014-15 & 2015-16 school years salary adjustments for Maintenance Mechanic listed in HUMAN RESOURCES SCHEDULE 2.n

o. Black Seal License Bonus

BE IT RESOLVED: “that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves the Black Seal License Bonus payment of \$1,000 to Mr. Kessner Soutien, Custodian and Mr. Wendell Doughty, Jr. Custodian.”

p. Approval of Job Descriptions

BE IT RESOLVED: “that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves the job descriptions effective December 9, 2015 listed in HUMAN RESOURCE SERVICES SCHEDULE 2.p.”

Athletic Director

q. Granting of Requests for Extended Sick Leave

BE IT RESOLVED: “that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approve the granting of extended sick leave for the number of days indicated (at full pay, minus substitute pay) to the staff member listed below:”

SD	10 days
EK	5 days
CW	10 days

r. Intermittent FMLA Renewal for 2015-16 School Year

BE IT RESOLVED: “that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves the intermittent FMLA renewal for 2015-16 school year listed in HUMAN RESOURCE SERVICES SCHEDULE 2.r.”



## **XII. CONSIDERATION OF RESOLUTIONS**

DECEMBER 8, 2015

### **A. SUPERINTENDENT OF SCHOOLS**

#### **2. HUMAN RESOURCE SERVICES**

##### s. Suspensions

BE IT RESOLVED: "that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves the suspension the following employee effective as indicated.

KB - Effective November 30, 2015 - TBD (w/ pay)

##### t. Agenda Changes/Corrections

BE IT RESOLVED: "that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves the following agenda changes/corrections."

1. Ms. Patrick Archer - Teacher of Health/Physical Education - Ecolè Toussaint Louverture  
Correction of Years of Service  
From: 14 years  
To: 20 years 2 months
2. Ms. Glenda Benders - Teacher Aide for Special Education (1:1) - Houston Academy  
Change in Family Act LOA Effective Dates  
From: October 21, 2015 to November 6, 2015  
To: October 21, 2015 to November 27, 2015
3. Ms. Aliah Benton - Teacher Assistant for Special Ed (ICS) - Ecolè Toussaint Louverture  
Change in Family Act LOA (Intermittent) Effective Dates and Days  
From: September 1, 2015 to June 30, 2016 (NTE 12 days)  
To: September 1, 2015 to September 25, 2015 (NTE 02 days)
4. Mr. Jeffrey Coulthurst - Security Guard - East Orange STEM Academy High School  
Change in Family Act LOA Effective Dates  
From: October 2, 2015 to November 19, 2015  
To: October 1, 2015 to December 4, 2015
5. Mr. Peter Dionisio - Athletic Director (Acting) - Campus High  
Change in Family Act LOA Effective Dates  
From: December 10, 2015 to March 16, 2016  
To: December 10, 2015 to December 22, 2015
6. Mr. Kevin Hunter - Teacher Assistant for Special Ed (ICS) - Costley Middle School  
Change in Family Act LOA Effective Dates  
From: October 6, 2015 to November 20, 2015  
To: October 6, 2015 to December 6, 2015
7. Mr. Kenneth Jenkins - Teacher of Technology - Tyson Middle/High  
Change in Retirement Date  
From: December 1, 2015  
To: November 1, 2015
8. Mr. Timothy McCrary - Teacher Assistant for Special Ed (BD) - Truth Middle School  
Change in Family Act LOA Effective Dates  
From: December 18, 2015 to December 23, 2015  
To: January 14, 2016 to January 15, 2016
9. Ms. Vivian McLaughlin - Secretary (Head) - Cochran Academy  
Change in Family Act LOA (Intermittent) Effective Dates and Days  
From: July 1, 2015 to June 30, 2016 (NTE 15 days)  
To: July 1, 2015 to October 22, 2015 (NTE 10 days)

**XII. CONSIDERATION OF RESOLUTIONS**

**DECEMBER 8, 2015**

**A. SUPERINTENDENT OF SCHOOLS**

**2. HUMAN RESOURCE SERVICES**

t. Agenda Changes/Corrections (cont'd)

10. Mr. Kofi Owens – Teacher of Technology – East Orange STEM Academy High School  
Change in Family Act LOA Effective Dates  
From: September 2, 2015 to November 2, 2015  
To: September 2, 2015 to October 1, 2015

u. Appointments

BE IT RESOLVED: “that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves the following appointments.”

1. Ms. Arlette Buckham-Reid – Media Specialist – Jackson Academy  
Salary \$70,373.00 p/a Level 6/MA+32 Step 8½ Effective December 09, 2015 to June 30, 2016  
(15.000.222.0100.000.314.014.0000) (replacement)
2. Ms. Hadiyah Burrows – Security Hourly – Department of Security  
Salary \$16.13 p/h Step 1 Effective December 09, 2015 to June 30, 2016  
(11.000.266.0100.000.000.000.0000) (replacement)
3. Ms. Denayna Collins – Teacher of Elementary – Tyson Elementary  
Salary \$51,873.00 p/a Level 4/BA Step 1 Effective December 09, 2015 to June 30, 2016  
(15.120.100.0101.000.312.012.0000) (replacement)
4. Mr. Roger Graham – Custodian (hourly) – Division of Maintenance Services  
Salary \$14.01 p/h Effective December 09, 2015 to June 30, 2016  
(11.000.262.0100.000.000.000.0000) (new)
5. Ms. Tejah Larkin – Community Outreach Coordinator – 0.5 Garvin/0.5 Parks  
Salary \$23,529.00 p/a Effective December 09, 2015 to June 30, 2016  
(15.000.211.0100.000.311.011.0000 – 50.0000%) (replacement)  
(15.000.211.0100.000.308.008.0000 – 50.0000%)
6. Ms. Diane Pagan – Lunch Period Supervisory Aide – East Orange Campus High School  
Salary \$8.75 p/h Step 1 Effective December 09, 2015 to June 30, 2016  
(11.000.262.0100.000.000.000.0000) (replacement)
7. Mr. Jahaad Scott – Teacher Assistant for Kindergarten – Wahlstrom Academy  
Salary \$26,007.00 p/a Step 1 Effective December 09, 2015 to June 30, 2016  
(15.190.100.0106.000.339.039.9704) (replacement)
8. Mr. Hasani Shingles – Lunch Period Supervisory Aide – Parks Academy  
Salary \$8.75 p/h Step 1 Effective December 09, 2015 to June 30, 2016  
(11.000.262.0100.000.000.000.0000) (replacement)
9. Mr. Jahmad Smith – Custodian (hourly) – Division of Maintenance Services  
Salary \$14.01 p/h Effective December 09, 2015 to June 30, 2016  
(11.000.262.0100.000.000.000.0000) (replacement)

**XII. CONSIDERATION OF RESOLUTIONS**

**DECEMBER 8, 2015**

**A. SUPERINTENDENT OF SCHOOLS**

**2. HUMAN RESOURCE SERVICES**

v. Professional Conferences

**BE IT RESOLVED:** "that the Board of Education, upon the recommendation of the Superintendent of Schools, approves staff attendance/participation in the following professional conferences, workshops, seminars or trainings with the requirements, that staff turn-key as required by administration those issues addressed at the approved professional development events which have relevance to improving instruction and/or the operation of the school district."

	<b>Name(s)</b>	<b>Destination</b>	<b>Reason</b>	<b>Date(s)</b>	<b>Cost</b>
1.	Marissa McKenzie HR Manager	Saddle Brook, NJ	Human Resource Law from A to Z	12/8-9/2015	\$595.00 Registration Cost \$595.00 Total Est. Cost 16.11.000.230.580.028.021.0000
2.	Deliris Lorenzo Human Resource Services	Saddle Brook, NJ	Human Resource Law from A to Z	12/8-9/2015	\$ 595.00 Registration Cost \$ 595. 00 Total Est. Cost 16.11.000.230.580.028.021.0000
3.	Cathy Battle Truth Middle School	Edison, NJ	Exceptional Assistant	12/9/2015	\$99.00 Registration Cost \$99.00 Total Est. Cost 16.15.000.223.580.216.016.0000
4.	Tiffany Wilson Barry-Garvin School	Saddle Brook, NJ	Expo WS Current Legal Trends in Special Education	12/11/2015	\$130.00 Substitute Salary \$130.00 Total Est. Cost 16.11.120.100.101.000.000.0000
5.	Eugenie Barber Barry-Garvin School	Saddle Brook, NJ	Expo WS Current Legal Trends in Special Education	12/11/2015	\$130.00 Substitute Salary \$130.00 Total Est. Cost 16.11.120.100.101.000.000.0000
6.	Ikechukwu Onyema Campus HS	East Orange, NJ	Translating the Chemistry Model Science Curriculum Framework into Local Curriculum	12/17/2015	NO COST TO THE DISTRICT
7.	Tracy Smith Division of Operations	St. Pete Beach, FL	Focus School Software Users' Conference	1/5-8/2016	\$349.00 Registration Cost \$ 450.00 Mileage & Tolls Cost \$550.00 Lodging and Gratuities \$ 250.00 Meals and Gratuities \$1, 599.00 Total Est. Cost 16.11.000.251.580.028.023.0000
8.	Antionette Hare ESS&PR	Edison, NJ	The Extraordinary Administrative Professional	1/26/2016	\$149.00 Registration Cost \$149.00 Total Est. Cost 16.11.000.218.580.028.046.0000

**XII. CONSIDERATION OF RESOLUTIONS**

**DECEMBER 8, 2015**

**A. SUPERINTENDENT OF SCHOOLS**

**2. HUMAN RESOURCE SERVICES**

v. Professional Conferences

<b>Name(s)</b>	<b>Destination</b>	<b>Reason</b>	<b>Date(s)</b>	<b>Cost</b>
9. Eugenie Barber Barry-Garvin School	Paramus, NJ	Part 1- Teaching Educators the Ins & Outs of Functional Behavior Assessments	2/11/2016	\$130.00 Substitute Salary \$130.00 Total Est. Cost 16.11.120.100.101.000.000.0000
10. Deliris Lorenzo Debbie Hoges Human Resource Services	Morristown, NJ	Business Writing & Grammar Skills	2/16-17/2016	\$ 598.00 Registration Cost (\$299 x 2) \$598.00 Total Est. Cost 16.11.000.230.580.028.021.0000
11. Deborah Achinivu Carver Institute	Atlantic City, NJ	First Grade Teachers Conference	2/22-23/2016	\$130.00 Substitute Salary \$388.00 Registration Cost \$ 518.00 Total Est. Cost 16.15.000.223.580.305.005.0000 16.11.120.100.101.000.000.0000
12. Eugenie Barber Barry-Garvin School	Paramus, NJ	Part 2- Teaching Educators the Ins & Outs of Functional Behavior Assessments	3/2/2016	\$130.00 Substitute Salary \$130.00 Total Est. Cost 16.11.120.100.101.000.000.0000
13. Mylene Brown Denise Skakel Elizabeth Withstrum Special Education	Baltimore, MD	2016 19 <sup>th</sup> Annual Conference- School Social Worker Association of America	3/9-12/2016	NO COST TO THE DISTRICT
14. Joseph Refinski STEM Academy	Morristown, NJ	Rescuers during the Holocaust Conference	4/12/2016	\$130.00 Substitute Salary \$130.00 Total Est. Cost 16.15.130.100.101.102.002.9729

A. SUPERINTENDENT OF SCHOOLS

3. BUSINESS SERVICES

a. List of Bills (Ratify)

WHEREAS, N.J.S.A. 18A:19.3 and N.J.S.A. 18A:19-4 authorizes the School Business Administrator/Board Secretary to make payments between board meetings for all claims that have been duly audited; and

WHEREAS, the School Business Administrator/Board Secretary has reviewed the documentation supporting the attached list of bills;

NOW, THEREFORE BE IT RESOLVED, that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, ratifies the payment of bills on the attached lists totaling \$934,255.27 (Attachment 3-a)

b. List of Bills

WHEREAS, N.J.S.A. 18A:19.1 and N.J.S.A. 18:6-31 provides for the Board of Education to authorize the payment of bills; and

WHEREAS, the School Business Administrator/Board Secretary has reviewed the documentation supporting the attached list of bills;

NOW, THEREFORE BE IT RESOLVED, that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, authorizes and approves the payment of bills on the attached lists for the Tuesday, December 8, 2015 board meeting in the amount of \$6,446,013.13 (Attachment 3-b)

c. Appropriation Transfers

WHEREAS, N.J.S.A. 18A requires that the Board of Education approve appropriation transfers; and

WHEREAS, Board of Education Policy #6422 delineates the process for transfer of funds between line items; and

WHEREAS, the Superintendent has authorized the budget adjusted to reflect the appropriation transfers;

NOW, THEREFORE BE IT RESOLVED, that the East Orange Board of Education, does ratify the transfers approved by the Superintendent of Schools. (Attachment 3-c)

d. Appropriation Transfers - ECPA/Fund 15

WHEREAS, the Department of Education has established procedures for the review and approval of budget transfer/revision for School Based Budgets; and

WHEREAS, these procedures require prior approval of the Principal and the School Leadership Council, Chairperson; and

A. SUPERINTENDENT OF SCHOOLS

3. BUSINESS SERVICES

d. Appropriation Transfers – ECPA/Fund 15 – (cont’ d)

WHEREAS, the Superintendent has authorized the budget adjusted to reflect the appropriation transfers;

NOW, THEREFORE BE IT RESOLVED, that the East Orange Board of Education, does approve the transfers and to authorize submission of transfer to State.

e. T-1 Request for Taxes from the City of East Orange

WHEREAS, N.J.S.A. Title 40 provides for a board of education in a Type I School District to requisition Tax-Levy monies from the municipality in an amount estimated to represent the balance of its projected cash flow needs; and

WHEREAS, the Secretary of the Board has determined this amount to be \$1,579,170.83 for the month of December 2015;

NOW, THEREFORE BE IT RESOLVED, that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, authorize and direct the Board Secretary to execute and serve the T-1 Request for Tax-Levy monies from the City of East Orange. (Attachment 3-e)

f. Acceptance of Book Donation from Barnes and Noble

BE IT RESOLVED: the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves the acceptance of donation of high quality children’s storybooks from Barnes and Noble. The Quantity of books will be determined based on the amount raised through donation. From November 1- January 1, 2016 Barnes and Noble bookstore will collect donations at its bookstore located in the Livingston, NJ Mall, at no cost to the district (Attachment 3-f)

g. STEM Academy working with Terracycle Recycling Company

BE IT RESOLVED: the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves the acceptance of grant funding from Terracycle Recycling Company to STEM Academy to help expand our garden project, and clean up the other vacant land surrounding our school. (Attachment 3-g)

h. Acceptance of Donation of Computers from Senator Corey Booker/Computers for Schools Program

BE IT RESOLOVED: the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approves accepting the donation of a “Five (5) Computer for Schools,” from Senator Corey Booker’s initiative Computer for Schools for use in the classrooms by the students at Gibson School. No cost to the district. (Attachment 3-h)

A. SUPERINTENDENT OF SCHOOLS

3. BUSINESS SERVICES

i. Resolution Authorizing Use of Competitive Contracting

BE IT RESOLVED, that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, hereby recommends the use of the Competitive Contracting Process in accordance with N.J.S.A 18A:18A-4.1 et. seq. to procure

**Technology Integration Addressing Common Core Instructional Shifts, Job-Embedded Instructional Coaching/Professional Development. (SY 2015-2016)**

BE IT FURTHER RESOLVED, the technical specifications and evaluation criteria will be prepared and administered by the Purchasing Agent. The Competitive Contracting process will be administered by Racquel C. Ferguson, Acting Purchasing Agent.

j. Request for Authorization to Participate in the Middlesex Regional Educational Services Commission for 2015-2016 SY

WHEREAS, the Middlesex Regional Educational Services Committee is the sponsoring Lead Educational Agency ("LEA") responsible for the management of the Pricing Cooperative pursuant to NJSA 18A:18A-11 et seq. and NJAC 5:34-7.1 et seq; and

WHEREAS, Middlesex Regional Educational Services Committee advertises for bids for various goods and services on an annual basis on behalf of the Pricing Cooperative, reviews the bids and makes recommendations for contract awards to the LEA; and

WHEREAS, upon recommendation by Middlesex Regional Educational Services Commission adopts a resolution awarding the contracts to the various vendors; and

WHEREAS, the East Orange Board of Education has participated and seeks to continue its participation in the cooperative pursuant to NJSA 18A: 18A-11 et seq. and NJAC 5:34-7.1 et seq; and

WHEREAS, the bid package was developed and completed by Middlesex Regional Educational Services Commission under Cooperative Purchasing and included in the package were specifications for the bid and

WHEREAS, all bids received were opened and publicly read aloud by the Middlesex Regional Educational Services Commission on various contacts and awards were made by resolution;

NOW, THEREFORE, BE IT RESOLVED, that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, hereby authorizes participation in the Middlesex Regional Educational Services Commission as registered and approved by the Director of the Division of Local Government Services in the Department of Community Affairs;

A. SUPERINTENDENT OF SCHOOLS

3. BUSINESS SERVICES

- j. Request for Authorization to Participate in the Middlesex Regional Educational Services Commission for 2015-2016 SY - Cont'd

BE IT RESOLVED, that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, hereby authorizes participation in the contract for *School Bus A, B, C, & D* awarded to various vendors listed below. (Bid #2495), **has been extended to December 1, 2016;** and

Alliance Bus Group
H.A. DeHart & Sons, Inc.
Robert H. Hoover & Sons, Inc.
Truck King International
Van-Con Inc.
Wolfington Body Company Inc.

FURTHER RESOLVED, that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, hereby authorizes participation in the contract for *ACT Hosted Phone Services* awarded to various vendors listed below. (Bid #2635),

Data Network Services
Cablevision LightPath
Xtel Communications

FURTHER RESOLVED, that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, hereby authorizes participation in the contract for *Electricity - Supply of* awarded to various vendors listed below. (Bid #2636),

Constellation Energy
Direct Energy

FURTHER RESOLVED, that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, hereby authorizes participation in the contract for *Natural Gas - Supply of* awarded to Direct Energy. (Bid #2637),

- k. Recommendation to Approve Fund Raising Requests

WHEREAS, in accordance with Policy #2430 - Extracurricular Activities, fund-raising activities of extracurricular groups must be approved by the Board upon review by the Superintendent; and

WHEREAS, the Superintendent of Schools has reviewed and supported the attached requests for Fund Raising Activities;

NOW, THEREFORE, BE IT RESOLVED, that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, approve the Fund Raising Requests on the attached list. (Attachment 3-k)



A. SUPERINTENDENT OF SCHOOLS

3. BUSINESS SERVICES

- 1. Request for Authorization to Participate in the Hunterdon County Educational Services Commission for 2015-2016

WHEREAS, the Hunterdon County Educational Services Committee is the sponsoring Lead Educational Agency (“LEA”) responsible for the management of the Pricing Cooperative pursuant to NJSA 18A:18A-11 et seq. and NJAC 5:34-7.1 et seq; and

WHEREAS, Hunterdon County Educational Services Committee advertises for bids for various goods and services on an annual basis on behalf of the Pricing Cooperative, reviews the bids and makes recommendations for contract awards to the LEA; and

WHEREAS, upon recommendation by Hunterdon County Educational Services Commission adopts a resolution awarding the contracts to the various vendors; and

WHEREAS, the East Orange Board of Education has participated and seeks to continue its participation in the cooperative pursuant to NJSA 18A: 18A-11 et seq. and NJAC 5:34-7.1 et seq; and

WHEREAS, the bid package was developed and completed by Hunterdon County Educational Services Commission under Cooperative Purchasing and included in the package were specifications for the bid and

WHEREAS, all bids received were opened and publicly read aloud by the Hunterdon County Educational Services Commission on various contacts and awards were made by resolution;

NOW, THEREFORE, BE IT RESOLVED, that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, hereby authorizes participation in the Hunterdon County Educational Services Commission as registered and approved by the Director of the Division of Local Government Services in the Department of Community Affairs;

BE IT RESOLVED, that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, hereby authorizes participation in the contract for *Physical Security* awarded to ePlus Technology (Bid #2294), **has been extended to November 5, 2016;** and

FURTHER RESOLVED, that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, hereby authorizes participation in the contract for Plastic Trash Liner awarded to Various Vendors as noted below (Bid #2631); and

Interboro Packaging Corp
Central Poly-Bag Corp
FB Ventures Corp

FURTHER RESOLVED, that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, hereby authorizes participation in the contract for *Maintenance & Repair Work- Various Trades* awarded to Various Vendors as noted below (Bid #2632); and

A. SUPERINTENDENT OF SCHOOLS

3. BUSINESS SERVICES

- 1. Request for Authorization to Participate in the Hunterdon County Educational Services Commission for 2015-2016 – Cont’d

HVAC Services – Core Mechanical
Electrical Services – Redmann Electric Co.
Plumbing Services – Burlew Mechanical
Boiler Inspection, Cleaning & Repair – Manhattan Welding
Painting Services & General Construction Repair & Carpentry Services – KBD
Tree Trimming, Pruning & Removal Services – Downes Tree Service

FURTHER RESOLVED, that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, hereby authorizes participation in the contract for **#15/16 – Fuel-1 (#2 Fuel Oil, Gasoline and Ultra Low Sulfur Diesel Fuel)** awarded to Allied Oil (Bid #2633); and

- m. A-148 Secretary’s Report

WHEREAS, pursuant to N.J.S.A. 18A-17-9, the Secretary of the Board of Education shall report to the Board at each regular meeting but no more than once each month, the amount of total appropriations and the cash receipts of each account, and the amount for which warrants have been drawn against each account and the amount of orders and contractual obligations incurred and chargeable against each account since the date of the last report; and

WHEREAS, the Commissioner has prescribed that such reporting take place on Form A-148;

NOW, THEREFORE BE IT RESOLVED, that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, accept and adopt the A-148 and for it to become part of the official minutes of this meeting: (Attachment 3-m)

<b>Period Ending</b>	<b>Appropriation Balance</b>	<b>Cash Balance</b>
October 31, 2015	\$258,271,245.39	\$35,699,882.66

A. SUPERINTENDENT OF SCHOOLS

3. BUSINESS SERVICES

n. A-149 Treasurer’s Report

WHEREAS, pursuant to N.J.S.A. 18-A:17-31 et seq. boards of education are required to have the appointed position of Treasurer of School Monies; and

WHEREAS, the Treasurer shall serve in trust to receive and hold all school monies belonging to the district; and

WHEREAS, the Treasurer shall report to the Board of Education on a monthly basis on the Form A-149, which is prescribed by the Commissioner of Education;

NOW, THEREFORE BE IT RESOLVED, that the East Orange Board of Education, for the period ending October 31, 2015 upon the recommendation of the Superintendent of Schools, adopt the A-149 and cause it to become a part of the official minutes of this meeting: (Attachment 3-n)

<b>Period Ending</b>	<b>Cash Balance</b>
October 31, 2015	\$35,699,882.66

o. Budgetary Major Account/Fund Status Certificate

BE IT RESOLVED, that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, and pursuant to N.J.A.C. 6A:23-2.12(c)4, certify that, after a review of the Secretary’s Reports, and the A-149 Treasurer’s Reports, and upon consultation with appropriate district officials, to the best of the Board of Education’s knowledge, no major account or fund has been over expended in violation of N.J.A.C.6A:23-2.12(b) and that sufficient funds are available to meet the district’s financial obligations for the remainder of the fiscal year. (NO ATTACHMENT REQUIRED)

p. Petty Cash Fund

RESOLVED: that the East Orange Board of Education of the City of East Orange hereby authorizes the establishment of the below listed petty cash accounts in the amount as set forth below with the responsibilities and signatories as set forth below, and that any receipt being reimbursed cannot exceed \$50.00:

<b>School</b>	<b>Amount</b>	<b>Signatory</b>
STEM Academy	\$562.49	Katerina Richardson, Acting Principal

A. SUPERINTENDENT OF SCHOOLS

3. BUSINESS SERVICES

- q. Recommendation for Rejection of Bids – Snow Plowing Services for the East Orange School District Bid No. 2628 2015-2016 SY

WHEREAS, pursuant to the Public School Contract Law and New Jersey Statutes, Title 18A-18A-37, the request for a bid for Snow Plowing Services (Bid No. 2628) was re-advertised by the East Orange School District on October 14, 2015; and

WHEREAS, all proposals received were opened and publicly read aloud by the Acting Purchasing Agent on October 27, 2015; and

WHEREAS, pursuant to the Public School Contract Law and New Jersey Statutes Title 18A:18A-22 the Board of Education has the right to reject all bids; and

WHEREAS, the following bids were received from the vendors listed below;

- 1) F. Basso, Jr. Rubbish Removal Inc., 55-93 S. 20th St. Irvington, NJ 07111
- 2) The Shauger Group, Inc. 429 Dodd St., East Orange, NJ 07017
- 3) Consolidated Maint. Solutions, LLC PO Box 809, Pine Brook, NJ 07058
- 4) VIP Special Services, LLC 583 Valley Road, W. Orange, NJ 07052

WHEREAS, a review of the bids was undertaken by the Acting Purchasing Agent and it was determined that the bid be rejected;

NOW, THEREFORE BE IT RESOLVED, that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, rejects the bid for Snow Plowing Services.

- r. Recommendation to Increase Cap for Labor Counsel/Negotiator

WHEREAS, the East Orange Board of Education appointed the firm of Scarinci Hollenbeck on May 16, 2015 specifically for the purposes of handling negotiations and/or labor matters at a cost not to exceed \$25,000; and

WHEREAS, the East Orange Board of Education has been in negotiations with several of its bargaining units;

NOW, THEREFORE, BE IT RESOLVED, that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, increase the Cap by \$20,000 to Scarinci Hollenbeck specifically for the purposes of handling negotiations and/or labor matters. Scarinci Hollenbeck total cost is not to exceed \$45,000.

A. SUPERINTENDENT OF SCHOOLS

4. MAINTENANCE SERVICES

a. Recommendation for the Use of Facility

WHEREAS, N.J.S.A. 18A:20-20; 34 permits the use of school property for various purposes; and

WHEREAS, District Policy/Regulation #7510 states that all requests for the Use of Facility need board approval; and

WHEREAS, the following organizations have submitted their requests and have been supported by administration and the maintenance committee

	<b>Organization</b>	<b>School/Location</b>	<b>Date(s)</b>	<b>Activity</b>
1	City of East Orange	Tyson Performing Arts - Black Box & 400 seat Theater	January 1, 2016 (Fri)	City Council Swearing-In & Re-Organization Mtg.
2	EO Safe Haven Police Athletic League	Tyson Elem. - Gym	December 13, 2015 - June 26, 2016 (Sun)	Basketball, Soccer and Lacrosse
3	EO Safe Haven Police Athletic League	Carver - Gym	December 10, 2015 - June 30, 2016 (Mon, Tues, Thurs, Sat)	Basketball, Soccer and Lacrosse
4	EO Recreation	Costley - Big & Small gym, pool & hallway	<b>Board Approved 9/8/15 additional activities added</b>	Wrestling & Archery

NOW THEREFORE BE IT RESOLVED, that the East Orange Board of Education, upon the recommendation of the Superintendent of Schools, grant permission for the Use of Facilities to the organizations on the attached list as long as each organization submit all documents required in accordance to the District’s Policy and Regulation#7510. (Attachment 4-a)

ADJOURNMENT

# **POLICY COVER PAGE**



### 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 education received by the students in the schools, and to provide a basis for the review of the Superintendent's performance.

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

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



# Policy Alerts

## East Orange Board of Education

ADMINISTRATION POLICY  
1240/page 2 of 3  
Evaluation of Superintendent

2. Progress of the Superintendent in achieving and/or implementing the school district's goal, program objectives, policies, instructional priorities, State goals, and statutory requirements; and
3. Indicators of student's progress and growth toward program objectives.

The annual written performance shall be prepared by **July 1** 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's 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 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.





# Policy Alerts

East Orange Board of Education

ADMINISTRATION POLICY  
1240/page 3 of 3  
Evaluation of Superintendent

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 the adoption by the Board. Amendments to this Policy and Regulation shall be distributed within ten 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.S.A. 18A:17-20.3; 18A:6-117 through 18A:6-129  
N.J.S.C. 6A:10-1.1 et seq.; 6A:10-**8.1** et seq.

Adopted: 5 November 2008

Adopted: 28 January 2014

**Adopted:**



# Policy Alerts

## East Orange Board of Education

ADMINISTRATION -REGULATION  
R1240/page 1 of 3  
Evaluation of Superintendent

### R1240 **EVALUATION OF SUPERINTENDENT**

- A. Roles and Responsibilities for the Implementation of the Annual Evaluation Policy and Responsibilities
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 of Education 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 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, documentation, 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 limited to, review of the following:



# Policy Alerts

## East Orange Board of Education

ADMINISTRATION -REGULATION  
R1240/page 2 of 3  
Evaluation of Superintendent

- 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 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)2;
  - 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.



# Policy Alerts

## East Orange Board of Education

ADMINISTRATION -REGULATION  
R1240/page 3 of 3  
Evaluation of 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 the Annual Written Performance Report may be revised by the drafter of the report if the drafter agrees with the Board member's proposed revisions. 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 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 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.
1. The evaluation procedure for a nontenured Superintendent shall be completed by July 1 each year.

Adopted: 5 November 2008

Adopted: 28 January 2014

**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, 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.



# Policy Alerts

## East Orange Board of Education

TEACHING STAFF MEMBERS - POLICY  
3221/page 2 of 2  
Evaluation of Teachers

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

The teacher practice instrument approved by the Department of Education shall meet the criteria as outlined in N.J.A.C. 6A:10-7.2.

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

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

N.J.A.C. 6A:10-3.1 and 3.2; N.J.A.C. 6A: 10-4.1 through 4.4

N.J.A.C. 6A:10-7.1 and 7.2

Adopted: 3 December 2008

Adopted: 28 January 2014

**Adopted:**



### R 3221 EVALUATION OF TEACHERS

A. Definition – 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, 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” mean 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.



# Policy Alerts

## East Orange Board of Education

TEACHING STAFF MEMBERS - REGULATION  
R 3221/page 2 of 19  
Evaluation of Teachers

**“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 rubrics” 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 Assessments.

“Individual professional development plan” **is as defined in N.J.S.A. 18A:6-119.**

“Job Description” means a written description 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.**





# Policy Alerts

## East Orange Board of Education

### TEACHING STAFF MEMBERS - REGULATION R 3221/page 3 of 19 Evaluation of Teachers

“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 used 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 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.**



TEACHING STAFF MEMBERS - REGULATION  
R 3221/page 4 of 19  
Evaluation of Teachers

**“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.
2. The evaluation rubrics for teachers shall include all other relevant minimum standards set forth in N.J.S.A. 18A:6-123. (P.L. 2012, c. 26, §17c).
3. Evaluation rubrics shall be submitted to the Commissioner by June 1 for approval by August 1 of each year.



# Policy Alerts

## East Orange Board of Education

### TEACHING STAFF MEMBERS - REGULATION

R 3221/page 5 of 19

Evaluation of Teachers

- 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:10-2.2.4, 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.
    - 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 **d** 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 teacher for the purpose of evaluation as described in N.J.A.C. 6A:10-4.4; and N.J.A.C. 6A:10-5.4, **and N.J.A.C. 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.



# Policy Alerts

## East Orange Board of Education

### TEACHING STAFF MEMBERS - REGULATION

R 3221/page 6 of 19

Evaluation of Teachers

2. The Board of Education shall ensure the following training procedures are followed when implementing the evaluation rubric for all teacher 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 all teachers 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 educator practice instruments;
  - b. Provide training on the teacher practice instrument 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 instrument 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-observation during the academic year.
    - (1) Co-observers shall use the **co-observation** to calibrate teacher to promote accuracy in scoring, and to continually train themselves on the instrument; and
    - (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



TEACHING STAFF MEMBERS - REGULATION  
R 3221/page 7 of 19  
Evaluation of Teachers

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 this N.J.A.C. 6A:10 et seq.;
    - c. Methods of data collection and reporting appropriate to each job description, including, but not limited to, the process for **student attrition to teachers, Principals, 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



# Policy Alerts

## East Orange Board of Education

### TEACHING STAFF MEMBERS - REGULATION

R 3221/page 8 of 19

Evaluation of Teachers

- 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 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:
  - 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.



# Policy Alerts

## East Orange Board of Education

TEACHING STAFF MEMBERS - REGULATION  
R 3221/page 9 of 19  
Evaluation of Teachers

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 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 assessed.** 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. 47:1 A-l et seq.

### H. Corrective Action Plans for Teachers - N.J.A.C. 6A:10-2.5

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 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;





# Policy Alerts

## East Orange Board of Education

### TEACHING STAFF MEMBERS - REGULATION

R 3221/page 10 of 19

Evaluation of Teachers

- 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 goal 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.**





# Policy Alerts

## East Orange Board of Education

TEACHING STAFF MEMBERS - REGULATION  
R 3221/page 11 of 19  
Evaluation of Teachers

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.**

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

l. 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



# Policy Alerts

## East Orange Board of Education

TEACHING STAFF MEMBERS - REGULATION  
R 3221/page 12 of 19  
Evaluation of Teachers

DRAFT

- 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.



# Policy Alerts

## East Orange Board of Education

TEACHING STAFF MEMBERS - REGULATION  
R 3221/page 13 of 19  
Evaluation of Teachers

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 forty percent and no more than **thirty** 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 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** measures shall include the following components:



# Policy Alerts

## East Orange Board of Education

TEACHING STAFF MEMBERS - REGULATION  
R 3221/page 14 of 19  
Evaluation of Teachers

- 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 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:



# Policy Alerts

## East Orange Board of Education

### TEACHING STAFF MEMBERS - REGULATION

R 3221/page 15 of 19

Evaluation of Teachers

- 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** school 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.



TEACHING STAFF MEMBERS - REGULATION  
R 3221/page 16 of 19  
Evaluation of Teachers

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



# Policy Alerts

## East Orange Board of Education

TEACHING STAFF MEMBERS - REGULATION  
R 3221/page 17 of 19  
Evaluation of Teachers

3. Each teacher shall be observed as described in N.J.A.C. 6A:10-4.4, at least three times during the school year, but not less than once during the 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:



# Policy Alerts

## East Orange Board of Education

TEACHING STAFF MEMBERS - REGULATION  
R 3221/page 18 of 19  
Evaluation of Teachers

- 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:10-6.2

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.





# Policy Alerts

East Orange Board of Education

TEACHING STAFF MEMBERS - REGULATION  
R 3221/page 19 of 19  
Evaluation of Teachers

- 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 teaming; 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: 3 December 2008

Adopted: 28 January 2014

**Adopted:**

DRAFT



TEACHING STAFF MEMBERS - POLICY  
3222/page 1 of 2  
Evaluation of Teaching Staff Members, Excluding  
Teachers and Administrators

### **3222 EVALUATION OF TEACHING STAFF MEMBERS, EXCLUDING TEACHERS AND ADMINISTRATORS**

The Board of Education recognizes the importance of teaching staff member effectiveness to further the development of a professional corps of educators and to increase student achievement. The Board of Education adopts Policy and Regulation 3222 for the evaluation of teaching staff members consistent with the Teacher Effectiveness and Accountability for the Children of New Jersey Act (TEACHNJ) and the AchieveNJ administrative codes. This Policy and Regulation provides the provisions and requirements for teaching staff member evaluations consistent with TEACHNJ and AchieveNJ.

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

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

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

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



# Policy Alerts

East Orange Board of Education

TEACHING STAFF MEMBERS - POLICY

3222/page 2 of 2

Evaluation of Teaching Staff Members, Excluding  
Teachers and Administrators

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.S.A. 18A:6-117 et seq.; N.J.S.A. 18A:27-3.1

N.J.A.C. 6A:10-1.I through 1.4; 6A:10-2.1 through 2.5; **6A:10-6.2**

Adopted: 28 January 2014

**Adopted:**



# Policy Alerts

East Orange Board of Education

TEACHING STAFF MEMBERS - REGULATION  
R3222/page 1 of 11  
Evaluation of Teaching Staff Members, Excluding  
Teachers and Administrators

**R3222 EVALUATION OF TEACHING STAFF MEMBERS, EXCLUDING  
TEACHERS AND ADMINISTRATORS**

A. Definition – 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, 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 teacher 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 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.



### TEACHING STAFF MEMBERS - REGULATION

R3222/page 2 of 11

#### Evaluation of Teaching Staff Members, Excluding Teachers and Administrators

“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 and multiple data sources.

“Evaluation rubrics” 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 Assessments.

“Individual professional development plan” **is as defined in N.J.S.A. 18A:6-119.**

“Job Description” means a written description 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.**



# Policy Alerts

## East Orange Board of Education

### TEACHING STAFF MEMBERS - REGULATION

R3222/page 3 of 11

#### Evaluation of Teaching Staff Members, Excluding Teachers and Administrators

“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 used 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 purpose 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.



# Policy Alerts

## East Orange Board of Education

### TEACHING STAFF MEMBERS - REGULATION

R3222/page 4 of 11

#### Evaluation of Teaching Staff Members, Excluding Teachers and Administrators

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 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:10-2 et seq.
  - b. Annually adopt policies and procedures developed by the Superintendent pursuant to N.J.A.C. 6A:10-2.2.4, including the evaluation rubrics approved by the Commissioner pursuant to N.J.A.C. 6A:10-2.1(c).



### TEACHING STAFF MEMBERS - REGULATION

R3222/page 5 of 11

#### Evaluation of Teaching Staff Members, Excluding Teachers and Administrators

- c. Ensure the Superintendent annually notifies all teaching staff members 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 teaching staff member of the policies and procedures at the beginning of his or her employment. All 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 store the data 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 teaching staff member for the purpose of evaluation as described in N.J.A.C. 6A:10-4.4; and 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 teaching staff members and, when applicable, applying the Commissioner-approved educator practice instruments;
    - a. Annually provide training on and descriptions of each component of the evaluation rubric for all teaching staff members who are being evaluated in the school district and provide more thorough training for all teaching staff members 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 educator practice instruments;





# Policy Alerts

## East Orange Board of Education

### TEACHING STAFF MEMBERS - REGULATION

R3222/page 6 of 11

Evaluation of Teaching Staff Members, Excluding  
Teachers and Administrators

- 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.



# Policy Alerts

## East Orange Board of Education

### TEACHING STAFF MEMBERS - REGULATION

R3222/page 7 of 11

#### Evaluation of Teaching Staff Members, Excluding Teachers and Administrators

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 processes for **student attrition 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;



# Policy Alerts

## East Orange Board of Education

### TEACHING STAFF MEMBERS - REGULATION

R3222/page 8 of 11

#### Evaluation of Teaching Staff Members, Excluding Teachers and Administrators

- b. The progress of the teaching staff member toward meeting the **goals** of the individual professional development plan or, whenever applicable, the corrective action plan;
  - c. Available indicators or scores of student achievement or growth such as student growth objective scores and student growth percentile scores, as applicable; 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.
  5. 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** 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; and
  6. The teaching staff member and the **designated supervisor** shall sign the report within five teaching staff member 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 **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. 47:1 A-1 et seq.



# Policy Alerts

## East Orange Board of Education

TEACHING STAFF MEMBERS - REGULATION  
R3222/page 9 of 11  
Evaluation of Teaching Staff Members, Excluding  
Teachers and Administrators

- H. Corrective Action Plans for Teaching Staff Members - N.J.A.C. 6A:10-2.5
1. For each teaching staff member rated ineffective or partially effective on the annual summative evaluation rating, as measured by the evaluation rubrics, a corrective action plan shall be developed by the teacher 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.



# Policy Alerts

## East Orange Board of Education

### TEACHING STAFF MEMBERS - REGULATION

R3222/page 10 of 11

#### Evaluation of Teaching Staff Members, Excluding Teachers and Administrators

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.
- 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 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 a 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.**



### TEACHING STAFF MEMBERS - REGULATION

R3222/page 11 of 11

Evaluation of Teaching Staff Members, Excluding  
Teachers and Administrators

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 excepting 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 the annual evaluation 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: 28 January 2014

**Adopted:**



TEACHING STAFF MEMBERS - POLICY

3223/page 1 of 2

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

### **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 instructional 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, 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.





# Policy Alerts

East Orange Board of Education

TEACHING STAFF MEMBERS - POLICY

3223/page 2 of 2

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

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** prior to the May 15 notice requirement date for continued employment. Evaluations for tenured administrators shall be completed prior to June 30.

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

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

N.J.S.A. 18A:27-3.1

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

Adopted: 3 December 2008

Adopted: 28 January 2014

**Adopted:**





# Policy Alerts

East Orange Board of Education

TEACHING STAFF MEMBERS - REGULATION

R 3223/page 1 of 11

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

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

A. Definition – 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 a teacher’s evaluation rubric. The four summative performance categories are ineffective, partially 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 capacity 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.**



### TEACHING STAFF MEMBERS - REGULATION

R 3223/page 2 of 11

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

“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 and multiple data sources.

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

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

“Individual professional development plan” **is as defined in N.J.S.A. 18A:6-119.**

“Job Description” means a written description 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.**



# Policy Alerts

## East Orange Board of Education

### TEACHING STAFF MEMBERS - REGULATION

R 3223/page 3 of 11

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

“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 the 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 used 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.

“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**.

#### 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.



# Policy Alerts

## East Orange Board of Education

### TEACHING STAFF MEMBERS - REGULATION

R 3223/page 4 of 11

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

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 annually shall adopt evaluation rubrics for 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:10-2.2.4, 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.



# Policy Alerts

## East Orange Board of Education

### TEACHING STAFF MEMBERS - REGULATION

R 3223/page 5 of 11

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

- 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 **d** the data 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 an administrator for the purpose of evaluation as described in N.J.A.C. 6A:10-4.4; and N.J.A.C. 6A:10-5.4, **and N.J.A.C. 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 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;
  - a. **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;**



# Policy Alerts

## East Orange Board of Education

### TEACHING STAFF MEMBERS - REGULATION

R 3223/page 6 of 11

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

**b. 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** 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 Teachers – 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;



# Policy Alerts

## East Orange Board of Education

### TEACHING STAFF MEMBERS - REGULATION

R 3223/page 7 of 11

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

- b. Job descriptions, **evaluation rubrics for administrators, the process for calculating the summative ratings and each component**, and the evaluation regulations set forth in N.J.A.C. 6A:10 et seq.;
  - c. Methods of data collection and reporting appropriate to each job description, including, but not limited to, the process for **student attrition to teachers, Principals, 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 practice instrument;
  - b. The progress of the administrator toward meeting the **goals** of the individual professional development plan or, whenever applicable, the corrective action plan;
  - c. Available indicators or scores of student achievement or growth such as student growth objective scores and student growth percentile scores, as applicable; and
  - d. The preliminary annual written performance report.





# Policy Alerts

## East Orange Board of Education

### TEACHING STAFF MEMBERS - REGULATION

R 3223/page 8 of 11

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

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 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, if applicable, a corrective action plan from the evaluation year being reviewed in the report; and
  6. The administrator and the **Superintendent of 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.
- H. Corrective Action Plans for Administrators - N.J.A.C. 6A:10-2.5
1. For each administrator rated ineffective or partially effective on the annual summative evaluation rating, as measured by the evaluation rubrics, a corrective action plan shall be developed by administrator and the Superintendent or **the designated supervisor**.





# Policy Alerts

## East Orange Board of Education

### TEACHING STAFF MEMBERS - REGULATION

R 3223/page 9 of 11

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

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 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 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.**



# Policy Alerts

## East Orange Board of Education

### TEACHING STAFF MEMBERS - REGULATION

R 3223/page 10 of 11

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

8. 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.
  9. 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**.
  - 10. The corrective action plan shall remain in effect until the administrator receives his or her next summative evaluation rating.**
- I. Administrator 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 administrator.
  2. Each nontenured administrator shall be observed and evaluated in the performance of his or her duties at 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 observations.
  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.**



# Policy Alerts

East Orange Board of Education

TEACHING STAFF MEMBERS - REGULATION

R 3223/page 11 of 11

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

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 teaching staff shall be completed prior to June 30.

Adopted: 28 January 2014



# Policy Alerts

East Orange Board of Education

TEACHING STAFF MEMBERS - POLICY  
3224/page 1 of 2  
Evaluation of Principals, Vice Principals,  
and Assistant Principals  
Oct 15  
**M**

## 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.



# Policy Alerts

## East Orange Board of Education

TEACHING STAFF MEMBERS - POLICY  
3224/page 2 of 2  
Evaluation of Principals, Vice Principals,  
and Assistant Principals

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.S.A. 18A:6-117 et seq.  
N.J.A.C. 6A:10-1.1 through 1.4; 6A:10-2.1 through 2.5  
N.J.A.C. 6A:10-5.1 through 5.4  
N.J.A.C. 6A:10-7.1 and 7.3

Adopted: 28 January 2014

**Adopted:**



TEACHING STAFF MEMBERS – REGULATION

R 3224/page 1 of 18

Evaluation of Principals, Vice Principals,  
and Assistant Principals

Oct 15

**M**

### 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, Vice Principal, 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.**



# Policy Alerts

## East Orange Board of Education

### TEACHING STAFF MEMBERS – REGULATION

R 3224/page 2 of 18

Evaluation of Principals, Vice Principals,  
and Assistant Principals

“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 rubrics” 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.

“Individual professional development plan” **is as defined in N.J.S.A. 18A:6-119.**

“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.





### TEACHING STAFF MEMBERS – REGULATION

R 3224/page 3 of 18

Evaluation of Principals, Vice Principals,  
and Assistant Principals

“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.**





# Policy Alerts

## East Orange Board of Education

### TEACHING STAFF MEMBERS – REGULATION

R 3224/page 4 of 18

Evaluation of Principals, Vice Principals,  
and Assistant Principals

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.
2. The evaluation rubrics for Principals, Vice Principals, and Assistant Principals shall include all other relevant minimum standards set forth in N.J.S.A. 18A:6-123 (P.L. 2012, c. 26, § 17c).
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:



# Policy Alerts

## East Orange Board of Education

### TEACHING STAFF MEMBERS – REGULATION

R 3224/page 5 of 18

Evaluation of Principals, Vice Principals,  
and Assistant Principals

- 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.



# Policy Alerts

## East Orange Board of Education

### TEACHING STAFF MEMBERS – REGULATION

R 3224/page 6 of 18

Evaluation of Principals, Vice Principals,  
and Assistant Principals

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.



# Policy Alerts

## East Orange Board of Education

### TEACHING STAFF MEMBERS – REGULATION

R 3224/page 7 of 18

Evaluation of Principals, Vice Principals,  
and Assistant Principals

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 attrition 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



# Policy Alerts

## East Orange Board of Education

### TEACHING STAFF MEMBERS – REGULATION

R 3224/page 8 of 18

Evaluation of Principals, Vice Principals,  
and Assistant Principals

- f. The process for preparation of an annual written performance report by the Superintendent or **designated supervisor**, and an annual summary conference between the Principal, Vice Principal, or Assistant Principal and the Superintendent or **designated supervisor**.
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. 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**



# Policy Alerts

## East Orange Board of Education

### TEACHING STAFF MEMBERS – REGULATION

R 3224/page 9 of 18

Evaluation of Principals, Vice Principals,  
and Assistant Principals

- 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 Principal, Vice Principal, or Assistant Principal 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



# Policy Alerts

## East Orange Board of Education

### TEACHING STAFF MEMBERS – REGULATION

R 3224/page 10 of 18

Evaluation of Principals, Vice Principals,  
and Assistant Principals

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.





# Policy Alerts

## East Orange Board of Education

### TEACHING STAFF MEMBERS – REGULATION

R 3224/page 11 of 18

Evaluation of Principals, Vice Principals,  
and Assistant Principals

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.c. 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**.





# Policy Alerts

## East Orange Board of Education

### TEACHING STAFF MEMBERS – REGULATION

R 3224/page 12 of 18

Evaluation of Principals, Vice Principals,  
and Assistant Principals

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.



# Policy Alerts

## East Orange Board of Education

### TEACHING STAFF MEMBERS – REGULATION

R 3224/page 13 of 18

Evaluation of Principals, Vice Principals,  
and Assistant Principals

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.**
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:



# Policy Alerts

## East Orange Board of Education

### TEACHING STAFF MEMBERS – REGULATION

R 3224/page 14 of 18

#### Evaluation of Principals, Vice Principals, and Assistant Principals

- 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 core**, 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.**



# Policy Alerts

East Orange Board of Education

TEACHING STAFF MEMBERS – REGULATION

R 3224/page 15 of 18

Evaluation of Principals, Vice Principals,  
and Assistant Principals

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).



# Policy Alerts

## East Orange Board of Education

### TEACHING STAFF MEMBERS – REGULATION

R 3224/page 16 of 18

Evaluation of Principals, Vice Principals,  
and Assistant Principals

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.



# Policy Alerts

## East Orange Board of Education

### TEACHING STAFF MEMBERS – REGULATION

R 3224/page 17 of 18

Evaluation of Principals, Vice Principals,  
and Assistant Principals

- 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](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: ineffective, partially effective, effective, and highly effective;
- 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;



# Policy Alerts

## East Orange Board of Education

TEACHING STAFF MEMBERS – REGULATION  
R 3224/page 18 of 18  
Evaluation of Principals, Vice Principals,  
and Assistant Principals

- 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: 3 December 2008  
Adopted: 28 January 2014  
**Adopted:**

DRAFT



# Policy Alerts

East Orange Board of Education

TEACHING STAFF MEMBERS - POLICY  
3431.1/page 1 of 27  
Family Leave

## 3431.1 FAMILY LEAVE

### Table of Contents

- A. Introduction
- B. Applicability
- C. Definitions
  - 1. Federal Family and Medical Leave Act
  - 2. New Jersey Family Leave Act
- D. Eligibility
  - 1. Federal Family and Medical Leave Act
  - 2. New Jersey Family Leave Act
- E. Types of Leave
  - 1. Federal Family and Medical Leave Act
    - a. Intermittent and/or Reduced Leave for **B**irth or **P**lacement of **S**on/**D**aughter
    - b. Intermittent and/or Reduced Leave for **M**edical **T**reatment of a **R**elated **S**erious **H**ealth **C**ondition
    - c. Intermittent Leave for **S**erious **H**ealth **C**ondition
    - d. Reduced Leave
    - e. Holidays
    - f. Servicemember Qualifying Exigency Leave**
    - g. Military Caregiver Leave**
    - h. "Instructional Employee" limitations**
  - 2. New Jersey Family Leave Act
    - a. Intermittent Leave
    - b. Reduced Leave
    - c. Holidays





# Policy Alerts

East Orange Board of Education

TEACHING STAFF MEMBERS - POLICY  
3431.1/page 2 of 27  
Family Leave

- F. Notice
  - 1. Federal Family and Medical Leave Act
    - a. Foreseeable Leave
    - b. Unforeseeable Leave
  - 2. New Jersey Family Leave Act
    - a. Foreseeable Leave
    - b. Unforeseeable Leave
- G. Leave Designation
- H. Benefits
- I. Returning from Leave
- J. Ineligible Staff Members
  - 1. Federal Family and Medical Leave Act
  - 2. New Jersey Family Leave Act
- K. Verification of Leave
  - 1. Federal Family and Medical Leave Act
  - 2. New Jersey Family Leave Act
- L. Interference with Family Leave Rights
- M. Non-Tenured Teaching Staff
- N. Record Keeping
- O. Processing of Complaints**



# Policy Alerts

East Orange Board of Education

TEACHING STAFF MEMBERS - POLICY  
3431.1/page 3 of 27  
Family Leave

## 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.



# Policy Alerts

East Orange Board of Education

TEACHING STAFF MEMBERS - POLICY  
3431.1/page 4 of 27  
Family Leave

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**



# Policy Alerts

## East Orange Board of Education

TEACHING STAFF MEMBERS - POLICY  
3431.1/page 8 of 27  
Family Leave

“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.

- a. Inpatient care in a hospital, hospice, or residential medical care facility
- b. Continuing medical treatment or continuing supervision by a health care provider. A used in this definition, “continuing medical treatment or continuing supervision by a health care provider” means a period of incapacity (that is, inability to work, attend school or perform regular daily activities due to a serious health condition, treatment therefore and recovery there from) of more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
  - i. Treatment two or more times by a health care provider, or
  - ii. Treatment by a health care provider on one occasion which results in a regimen of continuing treatment under the supervision of a health care provider;
- c. A period of incapacity due to pregnancy, or for prenatal care;
- d. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition;
- e. A period of incapacity, which is permanent or long-term due to a condition for which treatment may not be effective (such as Alzheimer’s disease, a severe stroke or the terminal stages of a disease) where the individual is under continuing supervision of, but need not be receiving active treatment by, a health care provider; or
- f. Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity or more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy) or kidney disease (dialysis).

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





# Policy Alerts

East Orange Board of Education

TEACHING STAFF MEMBERS - POLICY  
3431.1/page 9 of 27  
Family Leave

**“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 (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 §825 202, 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 spouse, son, daughter, or parent of the staff member 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 a “rolling” twelve-month period measured backward from the date a staff member uses any family leave.

A staff member during any period of FMLA leave is prohibited from performing any services on a full-time basis for any person for whom the staff member did not provide services immediately prior to commencement of the leave. A staff member using FMLA leave may commence part-time employment that 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 a "rolling" twenty-four month period measured backward from the date a staff member uses any leave.

### E. Types of Leave

#### 1. Federal Family and Medical Leave Act (FMLA)

A staff member may take FMLA leave **to include 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 cannot exceed a twelve month period for each serious health condition episode. Intermittent leave may be taken for a serious health condition that requires periodic treatment by a health care provider, rather than one continuous period of time. Intermittent leave may also be taken for absences where the staff member is incapacitated or unable to perform the essential functions of the position because of a serious health condition even if the staff member does not receive treatment by a health care provider. The staff member shall make a



# Policy Alerts

## East Orange Board of Education

TEACHING STAFF MEMBERS - POLICY  
3431.1/page 12 of 27  
Family Leave

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 principle function is to teach and instruct pupils 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



TEACHING STAFF MEMBERS - POLICY  
3431.1/page 13 of 27  
Family Leave

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. Should the employee's position require certification, it shall be the staff member's obligation to recertify to remain eligible for employment.
- (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



TEACHING STAFF MEMBERS - POLICY  
3431.1/page 14 of 27  
Family Leave

(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.**



TEACHING STAFF MEMBERS - POLICY  
3431.1/page 16 of 27  
Family Leave

**(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).**

**h. 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.**





TEACHING STAFF MEMBERS - POLICY  
3431.1/page 18 of 27  
Family Leave

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.



# Policy Alerts

## East Orange Board of Education

TEACHING STAFF MEMBERS - POLICY  
3431.1/page 19 of 27  
Family Leave

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 Director for Human Resources 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 for 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 for 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 for 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.

- c. Unforeseeable Leave - When the approximate timing of the need for leave is not foreseeable, a staff member should give notice to the Director for 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 for 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 for 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 for 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 for 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 for Human Resources, but any verbal notice must be followed by written notice delivered within two working days.



# Policy Alerts

East Orange Board of Education

TEACHING STAFF MEMBERS - POLICY  
3431.1/page 21 of 27  
Family Leave

## 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 consistent with the criteria contained within this policy. Once a district administrator becomes aware that an individual's absences meet the criteria of an FMLA or NJFLA, as described in this policy, he/she must inform the Director of Human Resources so that the employee may be advised of their rights under FMLA and NJFLA and placed on leave accordingly.

## 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 Federal Family and Medical Leave Act and/or the New Jersey Family Leave Act may be a combination of both paid and unpaid leave. Once the conditions of an FMLA or NJFLA leave have been met, any employees taking leave pursuant to either FMLA or NJFLA will be required to fulfill all the requirements of the leave selected, including, when appropriate, the use of accrued leave balances, dependent on for whom the leaving is taken to provide care. If the purpose of the leave is due to the serious health condition of the employee, all personal illness days, personal days, and vacation days (if applicable) must be used. Family illness days shall not be used for the employee's own serious health condition UNLESS personal illness days, family illness days and/or personal days are combined in the collective bargaining agreement that represents the employee. If the purpose of the leave is due to the serious health condition of an eligible dependent, all family illness days, personal days, and vacation days (if applicable) must be used. Personal illness days shall not be used for the care of an employee's eligible dependent UNLESS family illness days, personal illness days, and/or personal leave are combined in the collective bargaining agreement that represents the employee. In cases where there is no collective bargaining agreement for an employee, leave allotments will be applied based on their intended use. (These provisions are made in accordance with N.J.S.A. 18A:30-1 which defines the intended use of sick leave as the "...absence from his or her post of duty, of any person because of personal disability due to illness or injury...")

The employee will remain on paid status until all applicable accrued leave balances have been exhausted. Once all applicable accrued leave balances have been exhausted, the leave will continue unpaid until the employee returns to duty. Under no circumstances will the total leave entitlement, both paid and unpaid exceed the maximum limits as set forth in this policy. 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:



# Policy Alerts

## East Orange Board of Education

TEACHING STAFF MEMBERS - POLICY  
3431.1/page 23 of 27  
Family Leave

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 for Human Resources believes that reinstatement may be denied to a key employee, the Director for 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 for Human Resources shall notify the staff member of the intent to deny the leave at the time the Director for 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 for 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 for 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 for 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 Section 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 for 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 Director for Human Resources shall ensure the keeping of accurate attendance records that distinguish family leave from other kinds of leave. The Director for Human Resources 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.



# Policy Alerts

East Orange Board of Education

TEACHING STAFF MEMBERS - POLICY  
3431.1/page 27 of 27  
Family Leave

## **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 C.F.R. §825 et seq.

**29 CFR §785**

N.J.S.A. **10:5-1**

N.J.A.C. 13:14-1 et seq.

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

Adopted: 3 December 2008

Adopted: 9 November 2010

Adopted: 9 December 2014

**Adopted:**



# Policy Alerts

East Orange Board of Education

SUPPORT STAFF MEMBERS - POLICY  
4431.1/page 1 of 28  
Family Leave

## 4431.1 FAMILY LEAVE

### Table of Contents

A. Introduction

B. Applicability

C. Definitions

1. Federal Family and Medical Leave Act
2. New Jersey Family Leave Act

D. Eligibility

1. Federal Family and Medical Leave Act
2. New Jersey Family Leave Act

E. Types of Leave

1. Federal Family and Medical Leave Act
  - a. Intermittent and/or Reduced Leave for **B**irth or **P**lacement of **S**on/**D**aughter
  - b. Intermittent and/or Reduced Leave for **M**edical **T**reatment of a **R**elated **S**erious **H**ealth **C**ondition
  - c. Intermittent Leave for **S**erious **H**ealth **C**ondition
  - d. Reduced Leave
  - e. Holidays
  - f. Servicemember Qualifying Exigency Leave**
  - g. Military Caregiver Leave**
2. New Jersey Family Leave Act
  - a. Intermittent Leave
  - b. Reduced Leave
  - c. Holidays



# Policy Alerts

East Orange Board of Education

SUPPORT STAFF MEMBERS - POLICY  
4431.1/page 2 of 28  
Family Leave

- F. Notice
  - 1. Federal Family and Medical Leave Act
    - a. Foreseeable Leave
    - b. Unforeseeable Leave
  - 2. New Jersey Family Leave Act
    - a. Foreseeable Leave
    - b. Unforeseeable Leave
- G. Leave Designation
- H. Benefits
- I. Returning from Leave
- J. Ineligible Staff Members
  - 1. Federal Family and Medical Leave Act
  - 2. New Jersey Family Leave Act
- K. Verification of Leave
  - 1. Federal Family and Medical Leave Act
  - 2. New Jersey Family Leave Act
- L. Interference with Family Leave Rights
- M. Non-Tenured Support Staff
- N. Record Keeping
- O. Processing of Complaints**



# Policy Alerts

East Orange Board of Education

SUPPORT STAFF MEMBERS - POLICY  
4431.1/page 3 of 28  
Family Leave

## 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 support 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.



# Policy Alerts

## East Orange Board of Education

SUPPORT STAFF MEMBERS - POLICY  
4431.1/page 4 of 28  
Family Leave

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 which meets one of the following conditions:**



# Policy Alerts

## East Orange Board of Education

SUPPORT STAFF MEMBERS - POLICY  
4431.1/page 6 of 28  
Family Leave

- a. Inpatient care in a hospital, hospice, or residential medical care facility
- b. Continuing medical treatment or continuing supervision by a health care provider. A used in this definition, “continuing medical treatment or continuing supervision by a health care provider” means a period of incapacity (that is, inability to work, attend school or perform regular daily activities due to a serious health condition, treatment therefore and recovery there from) of more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
  - i. Treatment two or more times by a health care provider, or
  - ii. Treatment by a health care provider on one occasion which results in a regimen of continuing treatment under the supervision of a health care provider;
- c. A period of incapacity due to pregnancy, or for prenatal care;
- d. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition;
- e. A period of incapacity, which is permanent or long-term due to a condition for which treatment may not be effective (such as Alzheimer’s disease, a severe stroke or the terminal stages of a disease) where the individual is under continuing supervision of, but need not be receiving active treatment by, a health care provider; or
- f. Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity or more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy) or kidney disease (dialysis).

“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)**



# Policy Alerts

East Orange Board of Education

SUPPORT STAFF MEMBERS - POLICY  
4431.1/page 8 of 28  
Family Leave

**“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.**

**“Qualifying exigency” may include things such as making arrangements for childcare (but not ongoing childcare), making financial and legal arrangements, attending counseling relating to the active duty of the service member, or attending to farewell or arrival arrangements for the service member.**



# Policy Alerts

## East Orange Board of Education

SUPPORT STAFF MEMBERS - POLICY  
4431.1/page 9 of 28  
Family Leave

“Next of kin” is the nearest blood relative (other than the service member’s spouse, parent, son or daughter) in the following order of priority: blood relatives who have been granted legal custody of the service member, siblings, grandparents, aunts and uncles, and first cousins, unless the service member has designated in writing a different blood relative for purposes of military caregiver leave.

### 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)



# Policy Alerts

## East Orange Board of Education

SUPPORT STAFF MEMBERS - POLICY  
4431.1/page 10 of 28  
Family Leave

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 a "rolling" twelve-month period measured backward from the date a staff member uses any family leave.

A staff member during any period of FMLA leave is prohibited from performing any services on a full-time basis for any person for whom the staff member did not provide services immediately prior to commencement of the leave. A staff member using FMLA leave may commence part-time employment that 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 a “rolling” twenty-four month period measured backward from the date a staff member uses any leave.

### E. Types of Leave

#### 1. Federal Family and Medical Leave Act (FMLA)

A staff member may take FMLA leave **to include 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 cannot exceed a twelve month period for each serious health condition episode. Intermittent leave may be taken for a serious health condition that requires periodic treatment by a health care provider, rather than one continuous period of time. Intermittent leave



# Policy Alerts

## East Orange Board of Education

SUPPORT STAFF MEMBERS - POLICY  
4431.1/page 12 of 28  
Family 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:**



- (1) 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.**
- (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).**
- 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.**

h. “Instructional employees” as defined in 29 CFR 825 Section 600(c) are those staff members whose principle function is to teach and instruct pupils 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 section 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.

i. Leave taken at the end of the school year and continues into the beginning of the next school year is considered consecutive leave. Should the employee’s position require annual certification, it shall be the staff member’s obligation to recertify to remain eligible for employment.

ii. In accordance with 29 CFR 825 section 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.



# Policy Alerts

## East Orange Board of Education

SUPPORT STAFF MEMBERS - POLICY  
4431.1/page 17 of 28  
Family Leave

- iii. 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.
- iv. In accordance with 29 CFR 825 Section 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.
- v. In accordance with 29 CFR 825 Section 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 employee 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 who 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.)
- vi. In accordance with 29 CFR 825 Section 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.



# Policy Alerts

## East Orange Board of Education

SUPPORT STAFF MEMBERS - POLICY  
4431.1/page 18 of 28  
Family Leave

- vii. In the event the district requires the instructional staff member to take additional leave to the end of the semester in accordance with iv., v., or vi. above, the additional leave days shall not be counted as FMLA leave.

### 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.



# Policy Alerts

## East Orange Board of Education

SUPPORT STAFF MEMBERS - POLICY  
4431.1/page 19 of 28  
Family Leave

- 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 Director for Human Resources 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 for 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 for 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 for 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.



# Policy Alerts

## East Orange Board of Education

SUPPORT STAFF MEMBERS - POLICY  
4431.1/page 20 of 28  
Family Leave

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 for 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 for 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 for 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 for 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.



# Policy Alerts

East Orange Board of Education

SUPPORT STAFF MEMBERS - POLICY  
4431.1/page 21 of 28  
Family Leave

- 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 for 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 for Human Resources, but any verbal notice must be followed by written notice delivered within two 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 consistent with the criteria contained within this policy. Once a district administrator becomes aware that an individual's absences meet the criteria of an FMLA or NJFLA, as described in this policy, he/she must inform the Director of Human Resources so that the employee may be advised of their rights under FMLA and NJFLA and placed on leave accordingly.

## 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 Federal Family and Medical Leave Act and/or the New Jersey Family Leave Act may be a combination of both paid and unpaid leave. Once the conditions of an FMLA or NJFLA leave have been met, any employees taking leave pursuant to either FMLA or NJFLA *will be required* to fulfill all the requirements of the leave selected, including, when appropriate, the use of accrued leave balances dependent on for whom the leaving is taken to provide care. If the purpose of the leave is due to the serious health condition of the employee, all personal illness days, personal days, and vacation days (if applicable) must be used. Family illness days shall not be used for the employee's own serious health condition UNLESS personal illness days, family illness days and/or personal days are combined in the collective bargaining agreement that represents the employee. If the purpose of the leave is due to the serious health condition of an eligible dependent, all family illness days, personal days, and vacation days (if applicable) must be used. Personal illness days shall not be used for the care of an employee's eligible dependent UNLESS family illness days, personal illness days, and/or personal leave are combined in the collective bargaining agreement that represents the employee. In cases where there is no collective bargaining agreement for an employee, leave allotments will be applied based on their intended use. (These provisions are made in accordance with N.J.S.A. 18A:30-1 which defines the intended use of sick leave as the "...absence





# Policy Alerts

East Orange Board of Education

SUPPORT STAFF MEMBERS - POLICY  
4431.1/page 22 of 28  
Family Leave

from his or her post of duty, of any person because of personal disability due to illness or injury...")

The employee will remain on paid status until all applicable accrued leave balances have been exhausted. Once all applicable accrued leave balances have been exhausted, the leave will continue unpaid until the employee returns to duty. **Under no circumstances will the total leave entitlement, both paid and unpaid exceed the maximum limits as set forth in this policy.** 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-**





# Policy Alerts

East Orange Board of Education

SUPPORT STAFF MEMBERS - POLICY  
4431.1/page 23 of 28  
Family Leave

**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 for Human Resources believes that reinstatement may be denied to a key employee, the Director for 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 for Human Resources shall notify the staff member of the intent to deny the leave at the time the Director for 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 for 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 for 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 for 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 for 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 Support Staff



# Policy Alerts

East Orange Board of Education

SUPPORT STAFF MEMBERS - POLICY  
4431.1/page 27 of 28  
Family Leave

**Family leave granted to a nontenured staff member cannot extend the employee'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 Director for Human Resources shall ensure the keeping of accurate attendance records that distinguish family leave from other kinds of leave. The Director for Human Resources 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.



# Policy Alerts

East Orange Board of Education

SUPPORT STAFF MEMBERS - POLICY  
4431.1/page 28 of 28  
Family Leave

29 **CFR** §825.200 et seq.  
29 CFR **§785**  
N.J.S.A. **10:5-1**  
N.J.A.C. 13:14-1 et seq.

Adopted: 3 December 2008  
Adopted: 9 November 2010  
Adopted: 9 December 2014  
**Adopted:**

DRAFT



### 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**

- 1. "Act" means the Americans with Disabilities Act (ADA) as amended by the ADA Amendments Act of 2008.**
- 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.**



**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:**



PUPILS - POLICY

5516/page 1 of 3

Use of Electronic Communication and Recording  
Devices (ECRD)

Aug 10

### 5516 USE OF ELECTRONIC COMMUNICATION AND RECORDING DEVICES (ECRD)

The Board of Education believes pupils, administrators, faculty and staff members should not be subject to having a video or audio recording taken of any pupil(s), administrator(s), faculty or staff member(s) for any purpose without the consent of the pupil, the pupil's parent, and/or the administrator, faculty and staff member. In addition to protecting the privacy rights of pupils, administrators, faculty and staff members, the Board recognizes such recordings can be disruptive to the educational program. In addition, inappropriate recordings of educational material, pupil assessment instruments, and/or pupil 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 pupils. Therefore, the Board of Education adopts this Policy regarding 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 pupil, administrator, faculty or staff is not permitted to have turned on or use an ECRD on school grounds during the school day or when the pupil, administrator, faculty or staff is participating in a curricular or school-sponsored co-curricular activity. A pupil, administrator, faculty or staff member's personal ECRD may only be used on school grounds in an emergency situation **or before and after the school day** or when permitted and properly supervised by a staff member supervising the pupil, administrator, faculty and staff in a curricular or school-sponsored co-curricular or district activity. Any audio and/or video recording by a pupil, administrator, faculty or staff using their personal ECRD with permission of a staff member while participating in a curricular or school-sponsored or district activity where other pupils, administrators, faculty or staff members are present shall require the permission for such recording from any other pupil and their **parent**, administrator, faculty and/or staff members whose voice or image is to be recorded.



# Policy Alerts

East Orange Board of Education

PUPILS - POLICY

5516/page 2 of 3

Use of Electronic Communication and Recording  
Devices (ECRD)

This Policy is not intended to prohibit appropriate use of electronic devices for authorized or approved official curricular or school-sponsored co-curricular, district activities such as yearbook photographs, staff member/teacher-directed and approved activities, classroom presentations, athletic events, drama production filming and district events or meetings. A pupil, administrator, faculty or staff 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 pupil, administrator, faculty or staff access by the school district's acceptable use of computers and networks policy. Nothing in this Policy is intended to prevent a pupil, administrator, faculty or staff from using their personal ECRD and recording school-sponsored co-curricular activities or district event 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.

An ECRD used in violation of this Policy will be confiscated by a school staff member or Principal or designee and the pupil, administrator, faculty or staff will be subject to appropriate disciplinary action.

A pupil, administrator, faculty or staff shall not **knowingly** bring or possess any remotely activated paging device on any school or district 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 or District designee. The pupil, administrator, faculty or staff must submit a written request and establish to the satisfaction of the Principal or District designee a reasonable basis for the possession of the device. The written request must include the purpose for the pupil, administrator, faculty or staff possessing and/or bringing the device on school district property and the date or dates in which the pupil, administrator, faculty or staff request to possess and/or bring the device on school district property. The written request must also include the date in which the pupil, administrator, faculty or staff will no longer need to bring and/or possess the device on school district property.

The Principal or District designee, upon reviewing the request from the pupil, administrator, faculty or staff will make a determination. The determination will be in writing and if approved, written permission for the pupil to bring and/or possess a remotely activating paging device will be provided to the pupil, administrator, faculty or staff. Permission will only be provided for \_\_ month(s).



PUPILS - POLICY

5516/page 3 of 3

Use of Electronic Communication and Recording  
Devices (ECRD)

The pupil, administrator, faculty or staff must submit a new request if the time in which permission is given to bring and/or possess a device expires. The pupil, administrator, faculty or staff who 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 pupil, administrator, faculty or staff bring or possess a remotely activated paging device in violation of **N.J.S.A. 2C:33-19** and this Policy.

A pupil, administrator, faculty or staff who are 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 district property only if the pupil, administrator, faculty or staff are required to respond to an emergency and the pupil, administrator, faculty or staff provide a statement to the Principal or designee from the chief executive officer of the volunteer fire company, first aid, ambulance or rescue squad authorizing the possession of the device by the pupil, administrator, faculty or staff at all times and that the pupil, administrator, faculty or staff are 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 pupil, administrator, faculty or staff bring or possess 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: 12 January 2010

Adopted: 11 January 2011

**Adopted:**

**BUSINESS SERVICES**

**RESOLUTIONS**

a.

A/P Summary Check Register

FPREG01A

<u>Bank</u>	<u>Check No</u>	<u>Amount</u>	<u>Date</u>	<u>Vendor</u>	<u>Type</u>
10	12016709	500.00	11/18/15	27871 KAWANZA BILLY DBA K. BILLY PUSH	C
<b>Total Bank No 10</b>		<b>500.00</b>			

Total Hand Checks	.00
Total Computer Checks	500.00
Total ACH Checks	.00
Total Other Checks	.00
Total Electronic Checks	.00
Total Computer Voids	.00
Total Hand Voids	.00
Total ACH Voids	.00
Total Other Voids	.00
Total Electronic Voids	.00

**Grand Total:** 500.00

<b>Batch Yr</b>	<b>Batch No</b>	<b>Amount</b>
16	000675	500.00

A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
10	12016710	131,208.50	12/01/15	1546 COMMUNITY DAY NURSERY	C
10	12016711	181,189.50	12/01/15	27570 EAST ORANGE CHILD DEVELOPMENT CORP.	C
10	12016712	126,259.69	12/01/15	2332 EAST ORANGE CHILD DEVELOPMENT CORP.	C
10	12016713	101,181.92	12/01/15	3182 HARAMBEE FAMILY ACADEMY	C
10	12016714	53,097.92	12/01/15	3459 HOLY TRINITY SCHOOL, INC.	C
10	12016715	68,002.50	12/01/15	4499 METRO YMCA OF THE ORANGES-E.O.BRANCH	C
10	12016716	34,911.33	12/01/15	5280 NORJENES	C
10	12016717	19,482.74	12/01/15	3076 SARAH WARD NURSERY CORPORATION	C
10	12016718	179,248.25	12/01/15	4426 THE LITTLE ONES	C
10	12016719	39,172.92	12/01/15	10669 ZADIE'S OF THE ORANGES	C
<b>Total Bank No 10</b>		<b>933,755.27</b>			

Total Hand Checks	.00
Total Computer Checks	933,755.27
Total ACH Checks	.00
Total Other Checks	.00
Total Electronic Checks	.00
Total Computer Voids	.00
Total Hand Voids	.00
Total ACH Voids	.00
Total Other Voids	.00
Total Electronic Voids	.00

**Grand Total: 933,755.27**

<b>Batch Yr</b>	<b>Batch No</b>	<b>Amount</b>
16	000708	933,755.27



## A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
10	12016733	7,854.00	12/08/15	261 ALLEGRO	C
10	12016734	4,987.29	12/08/15	642 BANCROFT, INC.	C
10	12016735	9,715.50	12/08/15	202 BANYAN SCHOOL, INC.	C
10	12016736	13,860.00	12/08/15	836 BONNIE BRAE	C
10	12016737	3,600.00	12/08/15	167 BURLINGTON TOWNSHIP SCHOOLS	C
10	12016738	32,154.00	12/08/15	1273 CEREBRAL PALSY LEAGUE, INC	C
10	12016739	4,517.41	12/08/15	1543 COASTAL LEARNING CENTER MONMOUTH CORP.	C
10	12016740	5,992.50	12/08/15	25259 CPC BEHAVIORAL HEALTHCARE	C
10	12016741	53,375.36	12/08/15	2105 DERON II SCHOOL OF NEW JERSEY	C
10	12016742	7,339.92	12/08/15	2237 ECLC OF NEW JERSEY	C
10	12016743	280,181.40	12/08/15	2523 ESSEX COUNTY VOCATIONAL SCHOOLS	C
10	12016744	29,549.54	12/08/15	2516 ESSEX REGIONAL EDUCATIONAL SERVICES COMM	C
10	12016745	55,621.02	12/08/15	2534 ESSEX VALLEY SCHOOL	C
10	12016746	29,792.00	12/08/15	8131 FEDCAP REHABILITATION SERVICES INC.	C
10	12016747	9,082.07	12/08/15	2640 FELICIAN SCHOOL FOR EXCEPTIONAL CHILDREN	C
10	12016748	19,609.84	12/08/15	2860 GATEWAY SCHOOL	C
10	12016749	19,010.25	12/08/15	2919 GLENVIEW ACADEMY DBA KDDS INC.	C
10	12016750	22,130.60	12/08/15	3001 GRAMON SCHOOL DBA ELO INCORORATED	C
10	12016751	6,740.06	12/08/15	4186 LAKEVIEW LEARNING CENTER	C
10	12016752	19,710.00	12/08/15	6636 LORD STIRLING SCHOOLS	C
10	12016753	7,364.12	12/08/15	11479 MORRIS HILLS REGIONAL DISTRICT	C
10	12016754	6,124.90	12/08/15	16942 MORRIS SCHOOL DISTRICT	C
10	12016755	8,698.80	12/08/15	4926 MORRIS-UNION JOINTURE COMM. BOARD OF EDU	C
10	12016756	53,200.00	12/08/15	4957 MT.CARMEL GUILD/CATH.COMM.SERV	C
10	12016757	18,739.48	12/08/15	22853 NEPTUNE TOWNSHIP BOARD OF EDUCATION	C
10	12016758	15,967.59	12/08/15	5283 NEW BEGINNINGS DBA KDDS III INC	C
10	12016759	19,061.56	12/08/15	3405 NEW ROAD SCHOOLS OF NEW JERSEY DBA HIGH	C
10	12016760	29,560.00	12/08/15	5285 NEWARK BOARD OF EDUC DIVISION OF ACCOUNT	C
10	12016761	60,499.20	12/08/15	1619 NORTHWEST ESSEX COMMUNITY HEALTHCARE NET	C
10	12016762	17,177.00	12/08/15	27286 NUTLEY BOARD OF EDUCATION	C
10	12016763	5,752.80	12/08/15	5755 PALISADES REGIONAL ACADEMY	C
10	12016764	2,134.70	12/08/15	5727 PASSAIC CTY TECHNICAL INST.	C
10	12016765	38,059.25	12/08/15	5839 PHOENIX CENTER	C
10	12016766	12,045.43	12/08/15	1412 THE CHILDREN'S INSTITUTE	C
10	12016767	10,637.24	12/08/15	4228 THE LEARNING CENTER FOR EXCEPTIONAL	C
10	12016768	10,567.50	12/08/15	7174 UNION CTY EDUC SERV COMM	C
10	12016769	14,106.03	12/08/15	7390 WASHINGTON ACADEMY, INC	C
10	12016770	5,052.74	12/08/15	7501 WINDSOR LEARNING CENTER	C
10	12016771	89,651.33	12/08/15	7570 YOUTH CONSULTATION SERVICE	C
10	12016772	431,296.00	12/08/15	2333 EAST ORANGE COMMUNITY CHARTER SCHOOL	C
10	12016773	6,995.00	12/08/15	7064 GREAT OAKS CHARTER SCHOOL	C
10	12016774	12,239.00	12/08/15	4166 LADY LIBERTY ACADEMY CHARTER SCHOOL	C
10	12016775	32,661.00	12/08/15	24740 LINK COMMUNITY CHARTER SCHOOL	C
10	12016776	54,293.00	12/08/15	21717 MARION P. THOMAS CHARTER SCHOOL	C
10	12016777	39,675.00	12/08/15	17981 MERIT PREPARTORY OF NEWARK CHARTER SCHOO	C
10	12016778	2,943.00	12/08/15	19046 NEWARK EDUCATORS COMMUNITY CHARTER	C
10	12016779	23,602.00	12/08/15	13927 NEWARK PREP CHARTER	C
10	12016780	11,229.00	12/08/15	17973 PEOPLE'S PREPARATORY CHARTER SCHOOL	C
10	12016781	180,192.00	12/08/15	17604 PHILIP'S ACADEMY CHARTER SCHOOL (PACS)	C
10	12016782	385,000.00	12/08/15	6015 PRIDE ACADEMY CHARTER SCHOOL	C
10	12016783	30,016.00	12/08/15	5258 ROSEVILLE COMMUNITY CHARTER SCHOOL	C
10	12016784	196,017.00	12/08/15	6978 TEAM ACADEMY CHARTER SCHOOL	C
10	12016785	14,555.00	12/08/15	13951 THE PAULO FREIRE SCHOOL	C
10	12016786	41,241.00	12/08/15	7228 UNIVERSITY HEIGHTS CHARTER SCHOOL	C
10	12016787	4,533.70	12/08/15	450 APPLE COMPUTER, INC.	C

A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
10	12016788	1,596.00	12/08/15	2178 ASHLEY SALTER	C
10	12016789	1,375.00	12/08/15	7874 CAROL BLOWE	C
10	12016790	791.91	12/08/15	1211 CASCADE SCHOOL SUPPLIES INC.	C
10	12016791	594.00	12/08/15	6146 CATAPULT LEARNING, LLC	C
10	12016792	6,520.00	12/08/15	1221 CATHOLIC CHARITIES OF THE ARCHDIOCESE OF	C
10	12016793	1,217.37	12/08/15	1012 CDW GOVERNMENT, INC.	C
10	12016794	112,738.96	12/08/15	1637 CEREBRAL PALSY OF NORTH JERSEY	C
10	12016795	12,449.00	12/08/15	22012 COMMUNITY TECHNICAL ASSISTANCE	C
10	12016796	4,875.00	12/08/15	2806 DR. DONALD MERACHNIK, PHD.	C
10	12016797	155.00	12/08/15	3183 ELISA CASTILLO	C
10	12016798	56,318.78	12/08/15	2516 ESSEX REGIONAL EDUCATIONAL SERVICES COMM	C
10	12016799	1,875.00	12/08/15	3799 JOEL THERVIL	C
10	12016800	774.13	12/08/15	3965 KAREN CAVANESS	C
10	12016801	1,681.48	12/08/15	4185 LAKESHORE LEARNING MATERIALS	C
10	12016802	1,128.08	12/08/15	4289 LERRO ENTERPRISES, INC.	C
10	12016803	2,625.00	12/08/15	4528 MARY ELLEN LAUGHLIN	C
10	12016804	4,831.54	12/08/15	4470 MCGRAW-HILL SCHOOL EDUCATION HOLDS.,LLC	C
10	12016805	1,220.00	12/08/15	5271 NEUROSCIENCE ASSOC.,MD.,PA	C
10	12016806	19,120.00	12/08/15	5775 PEARSON CLINICAL ASSESSMENTS	C
10	12016807	4,735.00	12/08/15	1769 RONALD W. CRAMPTON, M.D.	C
10	12016808	9,192.97	12/08/15	6539 SCHOOL SPECIALTY INC.	C
10	12016809	7,500.00	12/08/15	272 SOLUTION TREE INC,	C
10	12016810	598.41	12/08/15	1721 STAPLES ADVANTAGE	C
10	12016811	1,968.00	12/08/15	6994 TELE-MEASUREMENTS, INC.	C
10	12016812	216.00	12/08/15	22080 TEQUIPMENT, IN.	C
10	12016813	6,151.06	12/08/15	20168 THE WATSON INSTITUTE	C
10	12016814	41,500.00	12/08/15	10626 TSNE/TOOLS OF THE MIND	C
10	12016815	1,226.00	12/08/15	2540 W.B. MASON INC.	C
10	12016816	215.60	12/08/15	7514 WOODBURN PRESS	C
10	12016817	4,136.55	12/08/15	7579 ZANER BLOSER, INC.	C
10	12016818	8,000.00	12/08/15	7009 532 HOLDING CO. LLC	C
10	12016819	5,400.00	12/08/15	27090 ACADEMY CONSTRUCTION INC.	C
10	12016820	4,057.20	12/08/15	7590 ACKERSON DRAPERY & DECORATOR SERVICES IN	C
10	12016821	24,515.14	12/08/15	3543 ACTION CARTING ENVIRONMENTAL GROUP	C
10	12016822	3,093.07	12/08/15	18104 AETNA LIFE INSURANCE COMPANY	C
10	12016823	970.58	12/08/15	27669 AKJ WHOLESALE LLC DBA AKJ EDUCATION	C
10	12016824	670.00	12/08/15	148 ALARM & COMMUNICATION TECHNOLOGIES, INC.	C
10	12016825	329.05	12/08/15	257 ALINI MAGAZINE SERVICE	C
10	12016826	280.00	12/08/15	443 ANDERSON AQUARIUMS	C
10	12016827	11,259.20	12/08/15	452 APPLE COMPUTER, INC	C
10	12016828	15.93	12/08/15	626 ARCTIC FALLS SPRING WATER INC	C
10	12016829	215.10	12/08/15	11320 ASCD	C
10	12016830	121.78	12/08/15	55 AT&T	C
10	12016831	3,884.00	12/08/15	8576 AUTOMATED LOGIC CONTRACTING SERVICE	C
10	12016832	2,598.00	12/08/15	7738 AXCESS SUPPLIES & EQUIPMENT	C
10	12016833	1,366.08	12/08/15	650 BARNES & NOBLE INC.	C
10	12016834	295.00	12/08/15	21830 BOGUSH INC. DBA PUBLIC SEWER SERVICE	C
10	12016835	3,114.66	12/08/15	27685 BRENDALYN HENRY	C
10	12016836	225.00	12/08/15	15229 CAMPBELL FIRE PROTECTION, INC.	C
10	12016837	155.00	12/08/15	4363 CAROLYN LOFTON-SIMPSON	C
10	12016838	363.84	12/08/15	2607 CARTRIDGE WORLD	C
10	12016839	19,437.22	12/08/15	1211 CASCADE SCHOOL SUPPLIES INC.	C
10	12016840	16,580.00	12/08/15	6146 CATAPULT LEARNING, LLC	C
10	12016841	37,175.88	12/08/15	1012 CDW GOVERNMENT, INC.	C
10	12016842	1,458.48	12/08/15	1258 CENTRAL FABRICS INC	C

A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
10	12016843	3,348.04	12/08/15	1477 CITY OF EAST ORANGE	C
10	12016844	4,135.00	12/08/15	1474 CITY OF EAST ORANGE BUILDING DIVISION, 3	C
10	12016845	2,142.00	12/08/15	1543 COASTAL LEARNING CENTER MONMOUTH CORP.	C
10	12016846	54.11	12/08/15	1587 COMCAST	C
10	12016847	36,655.51	12/08/15	507 CONNECTIONS PERSONNEL INC.	C
10	12016848	1,324.00	12/08/15	8594 COOPER'S OFFICE FURNITURE	C
10	12016849	103.01	12/08/15	1772 CRAIG SMITH	C
10	12016850	23,400.05	12/08/15	1822 CROSSTOWN PLUMBING SUPPLY	C
10	12016851	3,477.00	12/08/15	2267 CRYSTAL AUTO REPAIR	C
10	12016852	1,435.00	12/08/15	15903 CRYSTAL CLEAR GLASS, LLC	C
10	12016853	7,631.74	12/08/15	1085 MCGRAW-HILL SCHOOL EDUC.HOLDS.,LLC	C
10	12016854	2,774.95	12/08/15	27901 DARLENE H. AXTELL	C
10	12016855	130.00	12/08/15	1863 DARLENE M. SCHULTZ	C
10	12016856	161.53	12/08/15	1990 DAWN STOKES-TYLER	C
10	12016857	116,634.00	12/08/15	14486 DELTA-T GROUP NORTH JERSEY, INC.	C
10	12016858	7,085.66	12/08/15	16845 DIRECT ENERGY BUSINESS	C
10	12016859	240.00	12/08/15	3352 DRAMATISTS PLAY SERVICE INC	C
10	12016860	43,621.00	12/08/15	20583 DYNAMIC SECURITY, LLC	C
10	12016861	1,666.67	12/08/15	11436 E & G EXTERMINATORS, INC.	C
10	12016862	1,223.04	12/08/15	2235 EAI EDUCATION ERIC ARMIN INCORPORATED	C
10	12016863	200.00	12/08/15	21539 EAST ORANGE HAND CAR WASH LLC.	C
10	12016864	1,073.30	12/08/15	24627 ENTERPRISE HOLDINGS, INC. DBA ELRAC, LLC	C
10	12016865	3,218.28	12/08/15	2516 ESSEX REGIONAL EDUCATIONAL SERVICES COMM	C
10	12016866	23.62	12/08/15	2530 EVELEANA MATTHEWS	C
10	12016867	1,532.50	12/08/15	5649 EXCEPTIONAL SECURITY SOLUTIONS, LLC	C
10	12016868	2,883.30	12/08/15	1236 FACTS ON FILE DBA INFOBASE LEARNING	C
10	12016869	676.50	12/08/15	2589 FAIRVIEW LAKE YMCA CAMPS	C
10	12016870	755.88	12/08/15	22411 FATHEAD LLC	C
10	12016871	34,912.18	12/08/15	12211 FILEBANK, INC.	C
10	12016872	664.96	12/08/15	2667 FISHER SCIENTIFIC EDUCATION	C
10	12016873	11,044.55	12/08/15	2698 FOLLETT SCHOOL SOLUTIONS, INC.	C
10	12016874	25.00	12/08/15	2725 FOUNDATION FOR EDUCATIONAL ADMINISTRATIO	C
10	12016875	298.00	12/08/15	9849 FRED PRYOR SEMINARS/CAREER TRACK	C
10	12016876	25,080.00	12/08/15	2879 FULL COMPASS SYSTEMS	C
10	12016877	214.50	12/08/15	2830 GANN LAW BOOKS, INC.	C
10	12016878	420.00	12/08/15	2836 GARDEN STATE LABORATORIES	C
10	12016879	49.30	12/08/15	2858 GAS ARC DIV. AWISCO NY CORP	C
10	12016880	152.25	12/08/15	2985 GOPHER SPORT PROPHET CORPORATION	C
10	12016881	5,584.71	12/08/15	3000 GRAINGER	C
10	12016882	5,610.00	12/08/15	3001 GRAMON SCHOOL DBA ELO INCORORATED	C
10	12016883	2,186.25	12/08/15	25054 GRANT ENGINEERING & CONSTRUCTION GROUP	C
10	12016884	1,873.50	12/08/15	2934 GREEN MEADOWS FARM	C
10	12016885	291.92	12/08/15	3051 GUITAR CENTER	C
10	12016886	668.00	12/08/15	3315 HAWTHORNE EDUCATIONAL SERVICES	C
10	12016887	415.95	12/08/15	3345 HECHT TRAILERS	C
10	12016888	504.07	12/08/15	533 HOLLAND USA INC DBA AMSTERDAM PRINTING &	C
10	12016889	115,594.70	12/08/15	787 HOUGHTON MIFFLIN HARCOURT PUBLISHING CO	C
10	12016890	96,003.58	12/08/15	3479 HOUGHTON MIFFLIN CO.	C
10	12016891	3,375.00	12/08/15	14583 IMAGINE LEARNING, INC.	C
10	12016892	7,121.01	12/08/15	7862 IN-LINE AIR CONDITIONING CO., INC.	C
10	12016893	3,025.00	12/08/15	6432 IXL LEARNING	C
10	12016894	1,556.61	12/08/15	5783 J.W. PEPPER & SON, INC.	C
10	12016895	252.76	12/08/15	12173 JALIYLA FRASER	C
10	12016896	8,553.34	12/08/15	3807 JEWEL ELECTRIC SUPPLY	C
10	12016897	876.29	12/08/15	17728 JOHNSTONE SUPPLY	C

## A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
10	12016898	270.17	12/08/15	18554 JONES SCHOOL SUPPLY	C
10	12016899	11,492.00	12/08/15	3977 KENCOR, INC.	C
10	12016900	1,263.18	12/08/15	11290 KURTZ BROS. INC.	C
10	12016901	690.50	12/08/15	4185 LAKESHORE LEARNING MATERIALS	C
10	12016902	6,297.50	12/08/15	4224 LERCH, VINCI & HIGGINS,L.L.P.	C
10	12016903	140.00	12/08/15	4289 LERRO ENTERPRISES, INC.	C
10	12016904	21,617.35	12/08/15	7737 LINCOLN LANDSCAPING INC.	C
10	12016905	12,236.00	12/08/15	4370 LONGO INDUSTRIES, INC.	C
10	12016906	2,988.00	12/08/15	16977 MK LIONS LLC	C
10	12016907	345.00	12/08/15	4928 MORRISON CONSULTING, INC.	C
10	12016908	1,095.00	12/08/15	14958 NATIONAL MUSEUM OF MATHMATICS	C
10	12016909	406.38	12/08/15	4991 MUSIC IN MOTION	C
10	12016910	700.00	12/08/15	4934 MUSIC THEATRE INTERNATIONAL,	C
10	12016911	410.49	12/08/15	16284 MUSTAFA A. BRENT	C
10	12016912	2,539.00	12/08/15	22144 NANCY DEAN	C
10	12016913	4,001.86	12/08/15	5133 NASCO	C
10	12016914	480.00	12/08/15	5033 NASSP	C
10	12016915	317.00	12/08/15	5202 NATIONAL COUNCIL OF TEACHERS OF MATHEMAT	C
10	12016916	1,698.00	12/08/15	5233 NATIONAL SEMINARS TRAINING	C
10	12016917	10,975.99	12/08/15	5249 NATIONAL TERMINAL INC.	C
10	12016918	716.10	12/08/15	376 NCS PEARSON, INC ORDERING DEPARTMENT	C
10	12016919	1,720.75	12/08/15	5018 NEMC	C
10	12016920	1,565.29	12/08/15	22853 NEPTUNE TOWNSHIP BOARD OF EDUCATION	C
10	12016921	2,255.00	12/08/15	5271 NEUROSCIENCE ASSOC.,MD.,PA	C
10	12016922	525.00	12/08/15	27944 NEW JERSEY EDUCATIONAL COOPERATIVE INC.	C
10	12016923	820.00	12/08/15	7640 NEW JERSEY PRINCIPALS & SUPERVISORS	C
10	12016924	330.00	12/08/15	5364 NEW JERSEY SEA GRANT CONSORTIUM	C
10	12016925	562.49	12/08/15	1362 KATERINA RICHARDSON - PETTY CASH	C
10	12016926	18,258.77	12/08/15	1333 NICKERSON NEW JERSEY, INC.	C
10	12016927	6,897.00	12/08/15	5397 STATE OF NEW JERSEY	C
10	12016928	249.00	12/08/15	5387 NJSBA INSERVICE EDUCATION DEPT	C
10	12016929	11,632.00	12/08/15	1619 NORTHWEST ESSEX COMMUNITY HEALTHCARE NET	C
10	12016930	1,878.33	12/08/15	5556 OFFICE IMAGES, INC DBA TRAINER'S WAREHOU	C
10	12016931	1,373.76	12/08/15	7351 OMNI TRAVEL & TOURS	C
10	12016932	5,736.80	12/08/15	5566 OPEN SYSTEMS INTEGRATORS,INC	C
10	12016933	492.03	12/08/15	5595 ORIENTAL TRADING	C
10	12016934	1,041.43	12/08/15	5710 PAPER MART INC.	C
10	12016935	215.72	12/08/15	4932 PAULETTE RANEY SALOMON	C
10	12016936	1,003.80	12/08/15	5775 PEARSON CLINICAL ASSESSMENTS	C
10	12016937	12,477.81	12/08/15	5771 PEARSON EDUCATION INC	C
10	12016938	3,799.00	12/08/15	5656 SMART SOURCE LLC	C
10	12016939	471.70	12/08/15	2042 READYREFRESH	C
10	12016940	115.20	12/08/15	5899 POSITIVE PROMOTIONS, INC.	C
10	12016941	35,150.54	12/08/15	116 PRAD'S HARDWARE	C
10	12016942	2,530.82	12/08/15	6034 PREMIER OFFICE SUPPLY, INC.	C
10	12016943	7,898.03	12/08/15	5938 PRENTICE HALL PEARSON EDUCATION, INC.	C
10	12016944	3,765.01	12/08/15	5944 PRESENTATION SYSTEMS INC.	C
10	12016945	550.00	12/08/15	5958 PRINTING DELITE, INC.	C
10	12016946	243,882.11	12/08/15	6008 PSE & G	C
10	12016947	3,765.15	12/08/15	6087 R.F.I. SMALL ENGINE SERV	C
10	12016948	386.34	12/08/15	6168 REALLY GOOD STUFF A DIV OF FILMIC ARCHIV	C
10	12016949	1,544.20	12/08/15	6201 RELIABLE LOCK & SAFE	C
10	12016950	46.84	12/08/15	7136 RENEE C. TUCKER-EISAPE	C
10	12016951	9,956.32	12/08/15	6244 RICCIARDI BROTHERS HOME DECORATING STORE	C
10	12016952	130,252.05	12/08/15	26557 RIS CONSTRUCTION CORP.	C

## A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
10	12016953	70.14	12/08/15	2180 ROBYN D. SORBINO	C
10	12016954	1,872.80	12/08/15	1795 SAL ELECTRIC COMPANY	C
10	12016955	198.40	12/08/15	2871 SAM ASH MUSIC STORES	C
10	12016956	800.00	12/08/15	2751 SAMUEL FRENCH, INC	C
10	12016957	1,312.67	12/08/15	6476 SAX ARTS & CRAFTS	C
10	12016958	6,550.00	12/08/15	6532 SCHILLINGER EDUCATIONAL CONSULTANTS	C
10	12016959	7,564.55	12/08/15	6495 SCHOLASTIC INC	C
10	12016960	2,691.15	12/08/15	6500 SCHOLASTIC INC	C
10	12016961	2,252.26	12/08/15	6500 SCHOLASTIC MAGAZINES	C
10	12016962	3,827.60	12/08/15	6510 SCHOOL HEALTH CORP.	C
10	12016963	116.54	12/08/15	6512 SCHOOL NURSE SUPPLY INC.	C
10	12016964	7,114.03	12/08/15	6539 SCHOOL SPECIALTY INC.	C
10	12016965	1,714.28	12/08/15	6557 SCIENTIFIC BOILER WATER CONDITIONING CO	C
10	12016966	2,829.00	12/08/15	6646 SIMPLEX GRINNELL LP	C
10	12016967	15,000.00	12/08/15	6530 SMAPA	C
10	12016968	785.00	12/08/15	6149 SOREN BENNICK PRODUCTIONS INC.	C
10	12016969	13,679.96	12/08/15	1721 STAPLES ADVANTAGE	C
10	12016970	5,852.00	12/08/15	11460 STARLIGHT HOME CARE AGENCY, INC.	C
10	12016971	289.90	12/08/15	6845 SUPER DUPER, INC.	C
10	12016972	2,650.00	12/08/15	6848 SUPER ESSEX CONFERENCE	C
10	12016973	1,598.88	12/08/15	6844 SUPERIOR GROUP INC	C
10	12016974	985.00	12/08/15	6980 TECH SQUAD	C
10	12016975	150.00	12/08/15	13307 TECHNOLOGY STUDENT ASSOCIATION	C
10	12016976	35,946.90	12/08/15	6994 TELE-MEASUREMENTS, INC.	C
10	12016977	1,650.00	12/08/15	22080 TEQUIPMENT, IN.	C
10	12016978	2,375.00	12/08/15	1412 THE CHILDREN'S INSTITUTE	C
10	12016979	330.00	12/08/15	3296 HARTFORD STEAM BOILER	C
10	12016980	7,000.00	12/08/15	4246 THE LEARNING INTERNET, INC.	C
10	12016981	1,364.02	12/08/15	965 THE LIBRARY STORE, INC.	C
10	12016982	50,139.47	12/08/15	4999 THE MUSIC SHOP, L.L.C	C
10	12016983	293.58	12/08/15	7643 THE PRUDENTIAL INSURANCE COMPANY OF AMER	C
10	12016984	3,500.00	12/08/15	27804 THERAPEUTIC OUTREACH INC.	C
10	12016985	170.00	12/08/15	5346 TREASURER STATE OF NEW JERSEY NJDEP	C
10	12016986	6,850.00	12/08/15	7125 TRI-STATE FOLDING PARTITIONS INC.	C
10	12016987	3,690.00	12/08/15	7037 TTI ENVIRONMENTAL, INC.	C
10	12016988	3,312.06	12/08/15	12513 ULINE	C
10	12016989	1,064.26	12/08/15	7235 UNITED PARCEL SERVICE	C
10	12016990	274.90	12/08/15	7259 VALIANT NATIONAL AV SUPPLY	C
10	12016991	11,234.59	12/08/15	14796 VERIZON BUSINESS	C
10	12016992	572.23	12/08/15	7288 VERIZON SELECT SERVICES INC.	C
10	12016993	23,344.14	12/08/15	2540 W.B. MASON INC.	C
10	12016994	2,611.28	12/08/15	2631 WARSHAUER GENERATORS LLC	C
10	12016995	6,223.30	12/08/15	7394 WASHINGTON PROFESSIONAL SYSTEM	C
10	12016996	302.41	12/08/15	4516 WILLIAM H. SADLIER, INC.	C
10	12016997	13,168.15	12/08/15	7517 WORLD BOOK SCHOOL & LIBRARY	C
10	12016998	555.00	12/08/15	24015 X-RAY IMAGING, INC.	C
10	12016999	4,276.45	12/08/15	7549 XEROX CORP	C
10	12017000	1,824.23	12/08/15	19500 XEROX FINANCIAL SERVICES	C
10	12017001	277.93	12/08/15	7579 ZANER BLOSER, INC.	C
10	12017002	2,735.00	12/08/15	7581 ZITA CORPORATION DBA/ELEFANTE MUSIC	C
10	12017003	57.34	12/08/15	1772 CRAIG SMITH	C
10	12017004	28,364.98	12/08/15	21814 DECOTIIS, FITZPATRICK & COLE, LLP	C
10	12017005	1,263,676.62	12/08/15	5393 NEW JERSEY SCHOOLS INSURANCE GROUP	C
10	12017006	35,377.40	12/08/15	5983 PROMEDIA TECHNOLOGY SERVICES, INC.	C
10	12017007	11,637.40	12/08/15	21849 SCARINCI & HOLLENBECK , LLC	C

A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
10	12017008	61.06	12/08/15	626 ARCTIC FALLS SPRING WATER INC	C
10	12017009	89,845.50	12/08/15	7267 VERIZON	C
10	12017010	58,619.25	12/08/15	7253 VERIZON BUSINESS	C
<b>Total Bank No 10</b>		<b>5,921,831.72</b>			
30	12000089	6.40	12/08/15	28029 CHRISTINA QUINONES	C
30	12000090	63.50	12/08/15	28002 ROSE MATTHEWS	C
30	12000091	458,931.93	12/08/15	6428 SODEXO, INC. - BUSINESS OFFICE	C
<b>Total Bank No 30</b>		<b>459,001.83</b>			

Total Hand Checks	.00
Total Computer Checks	6,380,833.55
Total ACH Checks	.00
Total Other Checks	.00
Total Electronic Checks	.00
Total Computer Voids	.00
Total Hand Voids	.00
Total ACH Voids	.00
Total Other Voids	.00
Total Electronic Voids	.00

**Grand Total: 6,380,833.55**

Batch Yr	Batch No	Amount
16	000697	1,461,954.00
16	000698	85,008.21
16	000700	84,081.53
16	000702	63,293.24
16	000703	62,720.41
16	000705	150,612.33
16	000706	53,898.21
16	000709	42,109.19
16	000710	206,212.87
16	000714	27,322.76
16	000715	80,323.91
16	000716	459,001.83
16	000719	741,997.98
16	000720	317,224.45
16	000727	236,677.50
16	000728	38,151.59
16	000729	127,348.87
16	000730	48,491.05
16	000731	147,639.01
16	000734	173,150.97
16	000736	261,869.59
16	000738	23,119.50
16	000743	985.00
16	000765	1,339,113.74
16	000778	148,525.81

A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
10	12016720	327.00	12/08/15	22276 ACT. INC.	C
10	12016721	3,192.00	12/08/15	2178 ASHLEY SALTER	C
10	12016722	12,619.90	12/08/15	1498 CLASSIC SYSTEMS, INC.	C
10	12016723	350.00	12/08/15	1921 DAANJ C/O DAVID SUITER	C
10	12016724	800.00	12/08/15	2419 EDUCATION INC.	C
10	12016725	5,127.20	12/08/15	2516 ESSEX REGIONAL EDUCATIONAL SERVICES COMM	C
10	12016726	6,000.00	12/08/15	2791 GLASS ROOTS, INC.	C
10	12016727	149.00	12/08/15	3345 HECHT TRAILERS	C
10	12016728	1,164.00	12/08/15	4994 MUSEUM OF THE CITY OF NEW YORK	C
10	12016729	6,627.00	12/08/15	5566 OPEN SYSTEMS INTEGRATORS, INC	C
10	12016730	2,475.00	12/08/15	22080 TEQUIPMENT, IN.	C
10	12016731	21,585.60	12/08/15	2412 TRIUMPH LEARNING LLC	C
10	12016732	4,762.88	12/08/15	7037 TTI ENVIRONMENTAL, INC.	C
<b>Total Bank No 10</b>		<b>65,179.58</b>			

Total Hand Checks	.00
Total Computer Checks	65,179.58
Total ACH Checks	.00
Total Other Checks	.00
Total Electronic Checks	.00
Total Computer Voids	.00
Total Hand Voids	.00
Total ACH Voids	.00
Total Other Voids	.00
Total Electronic Voids	.00

**Grand Total: 65,179.58**

Batch Yr	Batch No	Amount
15	002463	13,768.20
15	002464	44,849.50
15	002465	4,911.88
15	002466	1,650.00