

### 1000 ADMINISTRATION

<u>Number</u>	<u>Title</u>
1100	District Organization
1110	Organizational Chart
1120	Management Team
1130	Staff Liaison Committees
1140	Affirmative Action Program (M)
1210	Board-Superintendent Relations
1220	Employment of Superintendent (M)
1230	Superintendent's Duties (M)
1240	Evaluation of Superintendent (M)
1260	Incapacity of Superintendent
1310	Employment of School Business Administrator/Board Secretary
1320	Duties of School Business Administrator/Board Secretary
1330	Evaluation of the School Business Administrator (M)
1331	Evaluation of the Board Secretary
1350	Incapacity of School Business Administrator/Board Secretary
1400	Job Descriptions (M)
1510	Americans with Disabilities Act (M)
1523	Comprehensive Equity Plan (M)
1530	Equal Employment Opportunities (M)
1540	Administrator's Code of Ethics
1550	Equal Employment/Anti-Discrimination Practices (M)
1570	Internal Controls (M)
1581	Victim of domestic or Sexual Violence Leave (M)
1620	Administrative Employment Contracts
1631	Residency Requirement for Person Holding School District Office, Employment, or Position
1648.13	New School Employee Vaccination Requirements
1648.14	New Safety Plan for Healthcare



### 1100 DISTRICT ORGANIZATION

The Board of Education directs the establishment and implementation of an organizational plan for the management and control of school district operations. The plan will require the identification and resolution of problems at appropriate organizational levels. All references to school district administrators in policies or regulations shall be construed to mean that administrator or his/her designee.

All members and employees of this Board are directed to observe faithfully the chain of communications established by the district organizational plan. In general, a problem should be identified and its resolution attempted at the level most immediate to the problem's origin. When a resolution cannot be found at that level, remedy may be sought through appropriate resolution and remediation procedures.

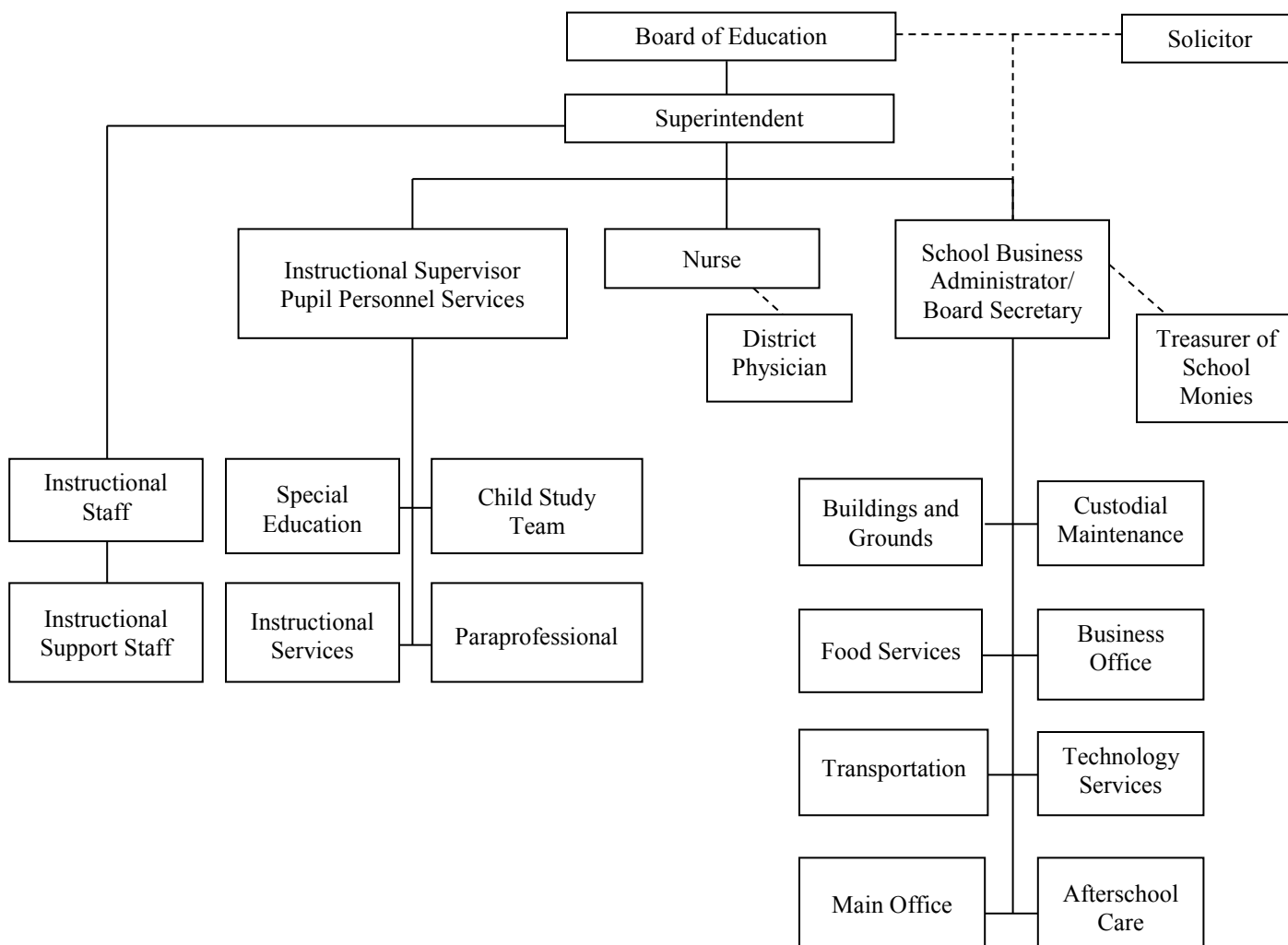
The Board expressly disapproves of any attempt to expedite the resolution of a problem by disregard of the organizational plan and the appropriate processes. A staff member's persistent disregard for the established management organization of this district in violation of this policy will be considered an act of insubordination subject to discipline.

N.J.S.A. 18:11-1; 18A:27-4

Adopted: 25 October 2018



## 1110 ORGANIZATIONAL CHART



Adopted: 25 October 2018



### 1120 MANAGEMENT TEAM

The Board of Education recognizes the value of a system of management organization that enhances communication among administrators and between the administration and the Board, encourages a shared responsibility for educational policy decisions, and provides for the equitable resolution of conflicts.

The Board directs the Superintendent to establish a management team that includes the Superintendent and those administrative, supervisory, and support staff members who are responsible for employee evaluation, the adjudication of grievances, supervision of employees, or recommendations regarding the employment of employees.

The Superintendent shall institute a management team system that will provide a means for:

1. Submitting recommendations to the Board on issues of educational policy;
2. Addressing the economic concerns and working conditions of management team members, including their job descriptions, evaluation, salaries, fringe benefits, promotions, assignments, and transfers;
3. The development of administrative procedures; and
4. The consideration of such additional and appropriate issues as may be identified by the Superintendent or the management team.

N.J.S.A. 18A:11-1; 18A:27-4

Adopted: 25 October 2018



### 1130 STAFF LIAISON COMMITTEES

The Board of Education encourages the Superintendent to maintain close liaison with staff members in order to coordinate district programs and operations, to consult with appropriate staff members in developing administrative regulations and formulating recommendations for Board consideration, and to detect and resolve problems as they may arise.

The Superintendent is authorized to establish such staff liaison committees as he/she may deem necessary.

No staff liaison committee can be delegated the authority to make decisions or take action that is reserved to the Board or the Superintendent. Committee reports and recommendations may be advisory only.

Adopted: 25 October 2018



## 1140 AFFIRMATIVE ACTION PROGRAM

The Board of Education shall adopt and implement written educational equality and equity policies in accordance with the provisions of N.J.A.C. 6A:7 – Managing For Equality And Equity In Education.

The Board’s affirmative action program shall recognize and value the diversity of persons and groups within society and promote the acceptance of persons of diverse backgrounds regardless of race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, religion, disability, or socioeconomic status. The affirmative action program will also promote equal educational opportunity and foster a learning environment that is free from all forms of prejudice, discrimination, and harassment based upon race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, religion, disability, or socioeconomic status in the policies, programs, and practices of the Board of Education.

The Board shall inform the school community it serves of these policies in a manner including, but not limited to, the district’s customary methods of information dissemination. The Board shall develop a Comprehensive Equity Plan once every three years, which shall identify and correct all discriminatory and inequitable educational and hiring policies, patterns, programs, and practices affecting its facilities, programs, students, and staff.

The Board shall assess the district’s needs for achieving equality and equity in educational programs based on an analysis of student performance data such as: National Assessment of Educational Progress and State assessment results, Pre-Kindergarten through grade twelve promotion/retention data, Pre-Kindergarten through grade twelve completion rates; re-examination and re-evaluation of classification and placement of students in special education programs if there is an over representation within certain groups; staffing practices; student demographic and behavioral data; quality of program data; and stakeholder satisfaction data prior to developing the Comprehensive Equity Plan. The purpose of the needs assessment is to identify and eliminate discriminatory practices and other barriers in achieving equality and equity in educational programs.

The Board shall annually designate a member of its staff as the Affirmative Action Officer and form an Affirmative Action Team, of whom the Affirmative Action Officer is a member, to coordinate and implement the requirements of N.J.A.C. 6A:7 – Managing For Equality And Equity in Education. The Board shall assure that all stakeholders know who the Affirmative Action Officer is and how to access him or her.



The Affirmative Action Officer shall have a New Jersey standard certification with an administrative, instructional, or educational services endorsement, pursuant to N.J.A.C. 6A:9B et seq. The Affirmative Action Officer shall: coordinate the required professional development training for certificated and non-certificated staff pursuant to N.J.A.C. 6A:7-1.6; notify all students and employees of district grievance procedures for handling discrimination complaints; and ensure the district grievance procedures, which include investigative responsibilities and reporting information, are followed.

The Affirmative Action Team shall: develop the Comprehensive Equity Plan pursuant to N.J.A.C. 6A:7-1.4(c); oversee the implementation of the district's Comprehensive Equity Plan pursuant to N.J.A.C. 6A:7-1.4(c); collaborate with the Affirmative Action Officer on coordination of the required professional development training for certificated and non-certificated staff pursuant to N.J.A.C. 6A:7-1.6; monitor the implementation of the Comprehensive Equity Plan; and conduct the annual district internal monitoring to ensure continuing compliance with State and Federal statutes governing educational equality and equity, pursuant to N.J.A.C. 6A:7-1.4(d).

The Board shall provide professional development training to all certificated and non-certificated school staff members on a continuing basis to identify and resolve problems associated with the student achievement gap and other inequities arising from prejudice on the basis of race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, religion, disability, or socioeconomic status. All new certificated and non-certificated staff members shall be provided with professional development training on educational equality and equity issues within the first year of employment. Parents and other community members shall be invited to participate in the professional development training.

The Commissioner or his/her designee shall provide technical assistance to local school districts for the development of policy guidelines, procedures, and in-service training for Affirmative Action Officers so as to aid in the elimination of prejudice on the basis of race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, religion, disability, or socioeconomic status.

N.J.A.C. 6A:7-1.4; 6A:7-1.5; 6A:7-1.6

Adopted: 25 October 2018



### 1210 BOARD-SUPERINTENDENT RELATIONS

The Board of Education believes that it is the primary duty of the Board to establish policies and the primary duty of the Superintendent to implement and administer those policies.

The Superintendent, as Chief Administrative Officer of the school district, is the primary professional advisor to the Board. Policy should not be adopted or revised without consultation with the Superintendent.

The Superintendent is responsible for the development, supervision, and operation of the school program and facilities and will be given latitude to implement and administer policies in accordance with such standards as may have been set forth in the policies. The Superintendent will discharge his/her responsibility in part through the establishment and promulgation of administrative regulations.

In evaluating the effectiveness of Board policy in meeting the goals of the district, the Board will request the Superintendent to make appropriate inquiries, investigations, and reports.

Adopted: 25 October 2018





### 1220 EMPLOYMENT OF SUPERINTENDENT

The Board of Education vests the primary responsibility for the administration of this school district in a Superintendent and recognizes the appointment of a person to that office is one of the most important functions this Board can perform. The Superintendent shall have a seat on the Board of Education and the right to speak on matters at meetings of the Board (pursuant to N.J.S.A. 18A:17-20.a or N.J.S.A. 18A:17-20.b), but shall have no vote.

#### Recruitment Procedures

The Board shall actively seek the best qualified and most capable candidate for the position of Superintendent. The Board may use a consultant service to assist in the recruitment process. Recruitment procedures may include, but are not limited to, the following activities:

1. The preparation of a new or a review of an existing written job description;
2. Preparation of informative material describing the school district and its educational goals and objectives;
3. Where feasible, the opportunity for applicants to visit the district;
4. Establish an interview process that encourages the candidate and the Board members to have a meaningful discussion of the school district's needs and expectations. The Board members shall review and discuss the candidate's credentials, qualifications, educational philosophy, and other qualities and expertise he/she can offer to the district;
5. Solicitation of applications from a wide geographical area; and
6. Strict compliance with law and Policy 1530 on equal employment opportunity.

#### Qualifications

The candidate must possess or be eligible for a valid New Jersey administrative certificate endorsed for school administrator or a provisional school administrator's endorsement in accordance with N.J.A.C. 6A:9B-12.4 et seq. and must qualify for employment following a criminal history record check.



### Employment Contract

A person appointed Superintendent must enter an employment contract with the Board. An employment contract for the Superintendent shall be reviewed and approved by the Executive County Superintendent in accordance with the provisions of N.J.A.C. 6A:23A-3.1 and Policy 1620. Any actions by the Executive County Superintendent undertaken pursuant to N.J.A.C. 6A:23A-3.1 may be appealed to the Commissioner pursuant to the procedures set forth in N.J.A.C. 6A:3.

The employment contract with the Superintendent must be approved with a recorded roll call majority vote of the full membership of the Board at a public Board meeting.

In the event there is a Superintendent vacancy at the expiration of the existing contract, only the Board seated at the time of the expiration of the current Superintendent's contract may appoint and approve an employment contract for the next Superintendent.

In the event there is a Superintendent vacancy prior to the expiration of the existing contract, the Board seated at the time the position becomes vacant may appoint and approve an employment contract for the next Superintendent.

The contract for the Superintendent who does not acquire tenure, but who holds tenure during the term of his/her employment contract will include: a term of not less than three nor more than five years and expiring July 1; a beginning and ending date; the salary to be paid and benefits to be received; a provision for termination of the contract by the Superintendent; an evaluation process pursuant to N.J.S.A. 18A:17-20.3; and other terms agreed to between the Board and the Superintendent.

During the term of the contract, the Superintendent shall not be dismissed or reduced in compensation except for inefficiency, incapacity, conduct unbecoming a Superintendent, or other just cause and only by the Commissioner of Education pursuant to the tenure hearing laws.

At the conclusion of the term of the initial contract or of any subsequent contract, in accordance with N.J.S.A. 18A:17-20.1, the Superintendent shall be deemed reappointed for another contracted term of the same duration as the previous contract unless either: the Board by contract reappoints the Superintendent for a different term which shall not be less than three nor more than five years, in which event reappointments thereafter shall be deemed for the new term unless a different term is again specified; or the Board notifies the Superintendent in writing the Superintendent will not be reappointed at the end of the current term, in which event his/her employment shall cease at the expiration of that term. In the event the Board notifies the Superintendent he/she will not be reappointed, the notification shall be given prior to the expiration of the first or any subsequent contract by a length of time equal to thirty days for each year in the term of the current contract.



Pursuant to N.J.S.A. 18A:20.2a, the Board shall submit to the Commissioner for prior approval an early termination of employment agreement that includes the payment of compensation as a condition of separation. In accordance with N.J.S.A. 18A:17-20.2a, compensation includes, but is not limited to, salary, allowances, bonuses and stipends, payments of accumulated sick or vacation leave, contributions toward the costs of health, dental, life, and other types of insurance, medical reimbursement plans, retirement plans, and any in-kind or other form of remuneration.

An early termination of an employment agreement shall be limited in its terms and conditions as outlined in N.J.A.C. 6A:23A-3.2. The Commissioner shall evaluate such agreements in accordance with the provisions of N.J.S.A. 18A:17-20.2a and N.J.A.C. 6A:23A-3.2 and has the authority to disapprove the agreement. The agreement shall be submitted to the Commissioner by the district by certified mail, return receipt requested. The determination shall be made within thirty days of the Commissioner's receipt of the agreement from the school district.

### Disqualification

Any candidate's misstatement of fact material to qualifications for employment or the determination of salary will be considered by this Board to constitute grounds for dismissal.

### Certificate Revocation

In accordance with N.J.A.C. 6A:23A-3.1(e)(12), in the event the Superintendent's certificate is revoked, the Superintendent's contract is null and void.

N.J.S.A. 18A:16-1; 18A:17-15; 18A:17-20; 18A:17-20.1;  
18A:17-20.2; 18A:17-20.2a; 18A:17-20.3

N.J.A.C. 6A:9B-12.3; 6A:9B-12.4; 6A:23A-3.1; 6A:23A-3.2

Adopted: 25 October 2018



### 1230 SUPERINTENDENT'S DUTIES

Title: Superintendent

Qualifications:

1. Valid New Jersey School Administrator Certificate or eligibility.
2. Central office, school administration and teaching experience as determined by the Board.
3. Demonstrated success with curriculum, personnel management, school finance and strategic planning.
4. Strong leadership and communication skills.
5. Required criminal history background check and proof of U.S. citizenship or legal resident alien status.

Reports to: Board of Education

Supervises: Every district employee

Job Goal: To inspire, lead, guide, and direct every member of the administrative, instructional, and support services staff in setting and achieving the highest standard of excellence, so that each student enrolled in the district may be provided with an appropriate and effective education.

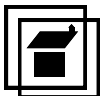
#### Scope of Responsibility

Leadership and management responsibilities of the Superintendent shall extend to all activities of the district, to all phases of the educational program, to all aspects of the financial operation, to all parts of the physical plant, and to the conduct of such other duties as may be assigned by the Board. The Superintendent may delegate these duties together with appropriate authority, but may not delegate nor relinquish ultimate responsibility for results or any portion of accountability.



### Performance Responsibilities

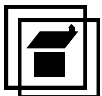
1. Instructional Leadership:
  - a. Ensures that a system of thorough and efficient education, as defined in State law and code is available to all students.
  - b. Ensures that the goals of the school system are reflected in its educational program and operations.
  - c. Provides for the timely completion of annual district and school-level reporting and planning requirements including school report cards, student performance objectives, and a quality assurance report to the public.
  - d. Reviews with staff all curriculum guides and courses of study annually in accordance with a Board adopted evaluation schedule. Recommends, for Board adoption, curricula, courses, textbooks and time schedules.
  - e. Ensures implementation and evaluation of all Board-approved written curriculum for all subjects and inclusion of mandated programs and New Jersey Student Learning Standards.
  - f. Provides for curriculum articulation among grades and schools in the district and between/among constituent districts in a regional school system or sending-receiving agreement.
  - g. Encourages staff to develop programs, services and projects that reflect instructional diversity, alternatives and flexibility, while assuring an articulated, consistent education for all students.
  - h. Ensures the effectiveness of the instructional program by measuring student achievement against State and local standards. Initiates program changes as necessary.
  - i. Develops guidelines and direction for monitoring the effectiveness of existing and new programs.
  - j. Seeks out available sources for grant funding to support programs and projects.
  - k. Keeps professionally current and informed on research-based educational practices.



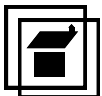
2. Personnel Administration:
  - a. Mentors staff and demands high performance. Implements sound personnel practices.
  - b. Directs and supervises the administrative staff and through them all district staff.
  - c. Develops recruitment and retention procedures to assure well-qualified applicants for professional and nonprofessional positions. Participates in final candidate interviews, as appropriate, and recommends appointment, transfer, renewal and dismissal of all certified and noncertified staff to the Board.
  - d. Ensures that all staff is observed and evaluated annually in accordance with law and established procedures. Recommends certified and noncertified employees for contract renewal and/or tenure appointment.
  - e. Provides direction and serves as a resource for management representatives in negotiating with employee bargaining units. Supervises administration of collective bargaining agreements.
  - f. Recommends and implements the district's professional development plan.
  - g. Ensures that all teaching staff members fulfill continuing professional development and receive in-service training required by State and Federal laws. Assumes responsibility for the maintenance of appropriate documentation in a central file and timely submission of all required reports.
3. Financial Management:
  - a. Ensures that the budget implements the district's goals.
  - b. Ensures implementation of Board financial policies and district procedures. Provides direction to and supervision of school business functions. Encourages development and implementation of sound business practices.
  - c. Initiates and supervises development of the annual budget, providing opportunity for staff input. Recommends budget and budget priorities for Board approval and communicates the educational and monetary impact of the budget to the community.



- d. Ensures that the district develops and implements a multi-year (three to five years) comprehensive maintenance plan.
  - e. Oversees school facility management to provide safe, efficient and attractive buildings, with strong emphasis on preventative maintenance and custodial care. Ensures annual inspections of each school building for adherence to health and safety codes.
  - f. Continually assesses business management practices to achieve efficiency.
  - g. Ensures funds are spent prudently by providing adequate control and accounting of the district's financial and physical resources.
4. Student Services:
- a. Ensures that a system of free appropriate special education and/or related services is available to all students with educational disabilities.
  - b. Develops and oversees the delivery of the district's intervention and referral services for students who are experiencing difficulties in their classes and who have not been classified as in need of special education.
  - c. Develops, in consultation with the school physician, a plan for the provision of school nursing services to be adopted by the Board.
  - d. Confers annually with the administrator of each nonpublic school located in the district to plan for nursing services that which may be made available pursuant to law and submits an annual written report to the County Superintendent.
  - e. Develops and implements policies and procedures related to missing children and the reporting of allegations of child abuse and neglect.
  - f. Implements a Board-approved program of guidance and counseling services.
  - g. Ensures access to public education for homeless students in accordance with State and Federal law and administrative code.
5. School/Community Relations:
- a. Promotes community support of the schools. Interprets district programs and services, reports plans, events and activities of interest, and solicits community opinions regarding school and education issues.



- b. Presents the district's quality assurance report annually to the community at a regular Board of Education meeting by October 30 and submits a copy to the County Superintendent by November 15.
  - c. Identifies available community resources and linkages to social service agencies that support education and healthy child development.
  - d. Develops strategies to promote parental involvement in their children's education and provides opportunities for parent-teacher interaction.
  - e. Maintains contact and good relations with local media.
  - f. Ensures that district interests will be represented in meetings and activities of municipal and other governmental agencies.
  - g. Represents the school system and its interests in community organizations, activities and projects.
6. Superintendent-Board Responsibilities:
- a. Provides leadership in the implementation of the district's vision, mission, and goals.
  - b. Prepares and recommends short- and long-range plans for Board approval and implements those plans when approved.
  - c. Attends all regular and special meetings of the Board, and participates in a professional leadership role. Designates an administrative staff member to serve in his/her absence, when appropriate.
  - d. Knows Board policy and respects the policymaking authority and responsibility of the Board.
  - e. Recommends drafts of new policies or changes to the Board. Establishes guidelines and processes for monitoring implementation of Board policies.
  - f. Collects adequate and reliable information before making recommendations and decisions.
  - g. Prepares, in conjunction with the Board President, agenda recommendations relative to all matters requiring Board action, including all facts, information, options and reports needed to assure informed decisions. Provides advice and counsel to the Board on matters before it.





- h. Provides a communication system to keep the Board informed of district issues and critical information needed for decision-making.
- i. Anticipates potential problems. Recommends policies or courses of staff action.
- j. Keeps the Board informed regarding development in other districts or at State and national levels that would be helpful to the district.
- k. Ensures that all local, State and Federal standards for the health and safety of students and staff are maintained and that required reports are maintained.
- l. Fulfills all statutory obligations and implements the education law of the State of New Jersey and the administrative code of the New Jersey Department of Education.
- m. Advises the Board of its responsibilities under the School Code of Ethics Act. Ensures the adoption of policies and procedures regarding required training for Board members and the annual distribution, public discussion, and documentation of the Act and the Code of Ethics for School Board Members.

Terms of

Employment: Twelve months. Appointed for a period of three to five years. Serves in accordance with the terms of the contract between the Board and the Superintendent. Salary to be determined by the Board.

Evaluation: Performance of this job will be evaluated annually by April 30 in accordance with State law, administrative code, and the Board's policy on evaluation of the Superintendent.

N.J.S.A. 18A:7A-11; 18A:17-17; 18A:17-18; 18A:17-20; 18A:17-21;  
18A:22-8.1; 18A:27-4.1; 18A:37-4  
N.J.A.C. 6A:8-3.1; 6A:32-4.1; 6A:32-12.2

Adopted: 25 October 2018



## 1240 EVALUATION OF SUPERINTENDENT

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

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

1. Determination of roles and responsibilities for the implementation of the annual evaluation policy and procedures;
2. Development of a job description and evaluation criteria based upon the Board of Education's local goals, program objectives, policies, instructional priorities, State goals, statutory requirements, and the functions, duties, and responsibilities of the Superintendent;
3. Specification of data collection and reporting methods appropriate to the job description;
4. Provisions for the preparation of an individual professional growth and development plan based in part upon any need(s) identified in the evaluation. The plan shall be mutually developed by the Board of Education and the Superintendent; and
5. Preparation of an annual 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 the annual performance report is filed. The conference shall be held in executive session, unless the Superintendent requests that it be held in public. The conference shall include, but not be limited to, review of the following:

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



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

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

1. Performance area(s) of strength;
2. Performance area(s) needing improvement based upon the job description and evaluation criteria set forth in N.J.A.C. 6A:10-8.1(c)2;
3. Recommendations for professional growth and development;
4. A summary of indicators of student progress and growth, and a statement of how the indicators relate to the effectiveness of the overall program and the Superintendent's performance; and
5. Provision for performance data not included in the report to be entered into the record by the Superintendent within ten teaching staff member working days after the report's completion.

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

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

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



The Board of Education shall add to the Superintendent's personnel file all annual performance reports and supporting data, including, but not limited to, indicators of student progress and growth. All information contained in the annual performance reports and all information collected, compiled, and/or maintained by employees of the Board of Education for the purposes of conducting the educator evaluation process pursuant to N.J.A.C. 6A:10-1.1 et seq. 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 President, or the Board President's designee, shall oversee the annual evaluation of the Superintendent. The Board of Education may hire a qualified consultant to assist or advise in the evaluation process; however, the evaluation itself shall be the responsibility of the Board of Education.

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

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

N.J.S.A. 18A:17-20.3; 18A:6-117 through 18A:6-129  
N.J.A.C. 6A:10-1.1 et seq.; 6A:10-8.1 et seq.

Adopted: 25 October 2018



ADMINISTRATION  
1250/page 1 of 2  
Visitors

***\* This is a modified model policy from the Critical Policy Reference Manual (CPRM). It has been revised to include some of the requirements of the NJDOE Guidance: The Road Back: Restart and Recovery. The changes are highlighted below.***

The board welcomes visits to school by parents/guardians, board members, other adult residents of the community and interested educators, when they fit into the classroom or school routine. In order for the educational program to continue undisturbed when visitors are present, and to prevent the intrusion of disruptive persons into the schools, the chief school administrator shall devise regulations addressing visitors' access to the schools.

All visitors shall be required to report to the principal's office upon entering the building.

A "visitor" is anyone other than a pupil enrolled in or a staff member employed in the particular school. Visitors may not consult with the teaching staff or pupils during class time without the principal's permission.

Staff members and students are strictly prohibited from propping doors open. Students and staff members shall not open a door for anyone. All persons seeking entry to the building shall be directed to the main entrance.

For the purpose of preventing unauthorized entry into the district buildings, the building principal shall ensure that:

- A. The school's main entrance is clearly marked so that it is easily visible and recognizable;
- B. Exterior doors are locked, and when they are in use for a large entry/exit, staff members, security personnel, law enforcement officers or other representatives of the district are assigned to monitor them;
- C. Entrances are clearly marked with a numerical sequence to allow for specific response by police, fire, and emergency medical services responders;
- D. A limited number of doors are available for access by staff and the staff members shall be informed of which doors they are authorized to use;
- E. Security personnel working in the school building are dressed in uniform.

When the parental rights of a parent have been terminated by a court of appropriate jurisdiction, the legal guardian must inform the school so that the administration may apply appropriate regulations. The principal shall seek confirmation of legal custodianship where necessary.



# POLICY

## WEYMOUTH TOWNSHIP BOARD OF EDUCATION

No one may visit the school during school hours for the purpose of recommending or exhibiting books, maps, etc., to staff. No person shall be allowed to deliver any address or lecture on any subject unless authorized by the chief school administrator or designee.

All visitors to the schools must obey regulations prohibiting smoking and any other regulations designed to ensure orderly operation of the school. All persons violating this policy shall be considered "disorderly persons" and subject to appropriate action.

### Visitor Procedures for Contagion Prevention

In order to prevent the spread of disease during pandemic recovery and to protect the health and safety of students and staff against infection, no visitors shall be permitted in the schools until pandemic restrictions are lifted. The principal may admit a visitor if he or she determines that it is necessary. In all such cases, the visitor shall submit to the screening procedure (e.g., temperature and exposure questionnaire) and shall be required to wear a face mask while in the school building. The face mask shall be required in all cases. However, an accommodation may be made where the visitor can demonstrate that wearing a face mask is detrimental to the visitor's health. A child under two years of age shall not be required to wear a face mask.

Adopted:

Revised:

Key Words Visits to the Schools, Visitors, Sign-in, Propping Doors

### Legal References:

<u>N.J.S.A.</u> 2C:18-3	Unlicensed entry of Structures, defiant trespasser; peering
<u>N.J.S.A.</u> 2C:33-2	Disorderly conduct
<u>N.J.S.A.</u> 18A:7G-5.2	Public school facilities, certain, security measures required
<u>N.J.S.A.</u> 18A:11-1	General mandatory powers and duties
<u>N.J.S.A.</u> 18A:20-20	Control and Regulation of Playgrounds
<u>N.J.S.A.</u> 18A:40-12	Closing Schools During Epidemic
<u>N.J.S.A.</u> 18A:54-20	Powers of board (county vocational schools)
<u>N.J.S.A.</u> 26:3D-55 <u>et seq.</u>	<u>New Jersey Smoke-Free Air Act</u>
	McCann v. Bd. of Educ. of South Plainfield, (EDU8243 04, Comm'r, Nov. 5, 2005)
	L.A. v. Port Republic Bd. of Educ., (EDU4308-05, Comm'r Feb. 22, 2007)

The NJDOE Guidance: *The Road Back: Restart and Recovery* at:  
<https://www.nj.gov/education/reopening/>

into dwelling



# POLICY

## WEYMOUTH TOWNSHIP BOARD OF EDUCATION

### Possible

#### Cross References:

*1220	<u>Ad hoc</u> advisory committees
*3327	Relations with vendors
*3515	Smoking prohibition
*4131/4131.1	Staff development; in-service education/visitations/conferences
*4231/4231.1	Staff development; in-service education/visitations/conferences
*5020	Role of parents/guardians
*5124	Reporting to parents/guardians
*5125	Pupil records
*5131.1	Harassment, intimidation and bullying
*5142	Pupil safety
*5145.11	Questioning and apprehension
*6144	Controversial issues
*9010	Role of the member

\*Indicates policy is included in the Critical Policy Reference Manual.

Adopted: 10/25/2018

Revised: 08/20/2020



### 1260 INCAPACITY OF SUPERINTENDENT

In the absence of the Superintendent, an Acting Superintendent is automatically assigned to the following order, unless otherwise designated by the Board of Education:

1. Supervisor of Curriculum and Instruction;
2. School Business Administrator;
3. Child Study Team Coordinator.

The role of Acting Superintendent shall be the same as for the Superintendent.

The Board of Education will appoint, by the affirmative votes of a majority of the members of the full Board, and fix the compensation of an Acting Superintendent to serve when the Superintendent is so incapacitated as to render him/her unable to perform the duties of the office of Superintendent.

The Superintendent will be deemed to be incapacitated when:

1. The Superintendent is absent on disability leave of a projected duration of one hundred eighty days or more; or
2. The Superintendent is certified incapacitated by a physician in accordance with Board Policy No. 3161; or
3. The Superintendent has been suspended with pay; or
4. The Superintendent has been suspended without pay pending the resolution of tenure charges.

The Acting Superintendent shall discharge the duties of the office until the Superintendent returns, resigns, or is removed from the position. The acts of the Acting Superintendent shall be legal and binding as if done by the Superintendent. The Acting Superintendent shall not acquire tenure in the position of Superintendent.

N.J.S.A. 18A:16-1.1; 18A:17-15

Adopted: 25 October 2018





### 1310 EMPLOYMENT OF SCHOOL BUSINESS ADMINISTRATOR/ BOARD SECRETARY

The Board of Education shall appoint a qualified and capable person to fill a vacancy in the position of School Business Administrator/Board Secretary. An appointment shall be made within a reasonable time after the occurrence of the vacancy and by the recorded roll call vote of a majority of the full Board. No person shall act as School Business Administrator/Board Secretary or perform the duties of a School Business Administrator/Board Secretary, as prescribed by the rules and regulations of the State Board of Education, unless he/she holds such a certificate.

All candidates for the position of School Business Administrator/Board Secretary must produce evidence of their training and/or experience in the fields of: economics; law; accounting; organizational theory; management or administration; finance; and other responsibilities as outlined in the job description or required by the Board.

A candidate for the position of School Business Administrator/Board Secretary shall be recommended to the Board by the Superintendent. The Board of Education will appoint a suitable person who holds the appropriate certificate as prescribed by the State Board of Education. The appointment of the School Business Administrator/Board Secretary shall be made by the Board, which shall also fix the compensation to be paid to the School Business Administrator/Board Secretary.

Any candidate's misstatement of fact material to qualifications for employment or the determination of salary will be considered by this Board to constitute grounds for dismissal.

N.J.S.A. 18A:16-1; 18A:17-5; 18A:17-14.1 et seq.

N.J.A.C. 6A:9B-12.7

Adopted: 25 October 2018



### 1320 DUTIES OF SCHOOL BUSINESS ADMINISTRATOR/ BOARD SECRETARY

The School Business Administrator/Board Secretary shall strive to achieve district goals for students by providing leadership and supervision in the district program of fiscal management and in other assigned programs, and by acting as a proper model for staff and students both in and outside the school district.

In order to achieve the functions of the position, the School Business Administrator/Board Secretary shall work cooperatively with the district administrative staff to:

1. Establish and maintain long-range and other fiscal plans;
2. Prepare the annual budget based upon district resources and needs;
3. Ensure that all district fiscal, insurance, custodial-maintenance, food, and transportation services comply with the policies of the Board and the regulations of the district;
4. Ensure the proper functioning and evaluation of district personnel assigned to his/her areas of responsibility;
5. Manage efficiently the district systems of accounting, purchasing, investment, insurance, plant construction, plant operation and maintenance, transportation, and food services.
6. Strive to increase the capability of the staff assigned to his/her area of responsibility through consultation and in-service training;
7. Analyze the effectiveness of district programs in his/her area of responsibility and recommend changes in program direction, staffing, or management strategies as necessary;
8. Strive to increase the efficient use of district resources in his/her area of responsibility;
9. Help to interpret the budget and the district affairs under his/her supervision to interested members of the school district community;



10. Strive to develop personal capabilities in financial strategies and supervisory methods;
11. Strive to conduct himself or herself in a proper manner at all times;
12. Be responsible for the conduct of all duties legally assigned to his/her position including:
  - a. Providing adequate notice of all public meetings of the Board to the members and to those requesting notice in accordance with law, N.J.S.A. 10:4-8d, 10:4-19; 18A:10-4, 18A:17-7;
  - b. Recording the minutes of all proceedings of the Board and the results of annual or special school elections, N.J.S.A. 18A:17-7;
  - c. Collecting tuition fees and other moneys due the Board and transmitting them to the Treasurer of School Moneys, N.J.S.A. 18A:17-8;
  - d. Examining and auditing all accounts and demands against the Board, presenting them to the Board at its meetings, indicating the Board's approval and sending them to the Treasurer for payment, N.J.S.A. 18A:17-8, 18A:19-4;
  - e. Keeping accounts of the district's financial transactions including a correct detailed accounting of all expenditures, N.J.S.A. 18A:17-8;
  - f. Reporting to the Board at each regular meeting, but not more often than once per month, the amount of the total appropriations and cash receipts for each account, and the amounts of warrants drawn against each account, and the amounts of orders or contractual obligations incurred and chargeable against each account, N.J.S.A. 18A:17-9;
  - g. Keeping all contracts, records, and documents belonging to the Board, N.J.S.A. 18A:17-9;
  - h. Giving the Board a detailed report of its financial transactions at the close of each fiscal year and filing a copy with the County Superintendent, N.J.S.A. 18A:17-10;



- i. Reporting to the Commissioner annually the amount of unpaid school debt, the interest rate payable, the dates of issue, and the due dates of bonds or other indebtedness, N.J.S.A. 18A:17-12;
- j. Preparing a summary of the annual audit and recommendations prior to the meeting of the Board to act thereon and supplying copies of the summary to interested persons, and to prepare the Comprehensive Annual Financial Report (CAFR) N.J.S.A. 18A:23-4;
- k. Subscribe to bonds, notes, contracts, and other legal instruments of the Board for which the signature of the Secretary is required, N.J.S.A. 18A:24-32; and
- l. Sign all school district warrants and certify to the payroll, N.J.S.A. 18A:19-1, 19-9.

13. Perform such other duties as may be required by the Board or Superintendent.

The School Business Administrator/Board Secretary shall be directly responsible to the Superintendent for the performance of his/her assigned duties and responsibilities as School Business Administrator and to the Board for the performance of his/her legal duties as Board Secretary.

Adopted: 25 October 2018



### 1330 EVALUATION OF THE SCHOOL BUSINESS ADMINISTRATOR

The Superintendent will evaluate the performance of the School Business Administrator, tenured or nontenured, in order to assist both the Board and the School Business Administrator in the proper discharge of their responsibilities and to provide the district with efficient and effective services.

The evaluation of the School Business Administrator will consist of an assessment, by the Superintendent, of the School Business Administrator's performance of the duties specified in the job description approved by the Board. Reference will be made to the report of the auditor. The Superintendent may, in his/her discretion, consult with staff members assigned to work with the School Business Administrator.

The Board and the Superintendent will annually establish procedures for the evaluation of the School Business Administrator. Such procedures may include, but need not be limited to, an informal conference with the School Business Administrator for the purpose of discussing his/her job performance, a written evaluation report to which the School Business Administrator may add comments, and the establishment of a written plan for performance improvement and growth. The School Business Administrator will be evaluated by the Superintendent no later than April 30th.

Adopted: 25 October 2018



### 1331 EVALUATION OF THE BOARD SECRETARY

The Board of Education will evaluate the performance of the Board Secretary in order to assist both the Board and the Board Secretary in the proper discharge of their responsibilities and to provide the district with efficient and effective services.

The evaluation of the Board Secretary will consist of an assessment, by members of the Board, of the Board Secretary's performance of the duties specified in the job description as they relate to the function of Board Secretary approved by the Board. Reference will be made to the report of the auditor. The Board may, in its discretion, consult with staff members assigned to work with the Board Secretary. If the Board Secretary also serves as School Business Administrator, the Superintendent shall evaluate the individual with regard to those duties and responsibilities.

The Board will annually establish procedures for the evaluation of the Board Secretary. Such procedures may include, but need not be limited to, an informal Board conference with the Board Secretary for the purpose of discussing his/her job performance, a written evaluation report to which the Board Secretary may add comments, and the establishment of a written plan for performance improvement and growth. The Board Secretary will be evaluated by the Board no later than April 30th.

Adopted: 25 October 2018



### 1350 INCAPACITY OF SCHOOL BUSINESS ADMINISTRATOR/ BOARD SECRETARY

The Board of Education will appoint, by the affirmative votes of a majority of the members of the full Board, and fix the compensation of an Acting School Business Administrator/Board Secretary to serve when the School Business Administrator/Board Secretary is so incapacitated as to render him/her unable to perform the duties of the office of School Business Administrator/Board Secretary.

The School Business Administrator/Board Secretary will be deemed to be incapacitated when:

1. The School Business Administrator/Board Secretary is absent on disability leave of a projected duration of one hundred eighty days or more; or
2. The School Business Administrator/Board Secretary is certified incapacitated by a physician in accordance with Board Policy No. 3161; or
3. The School Business Administrator/Board Secretary has been suspended with pay; or
4. The School Business Administrator/Board Secretary has been suspended without pay pending the resolution of tenure charges.

The Acting School Business Administrator/Board Secretary shall discharge the duties of the office until the School Business Administrator/Board Secretary returns, resigns, or is removed from the position. The acts of the Acting School Business Administrator/Board Secretary shall be legal and binding as if done by the School Business Administrator/Board Secretary. The Acting School Business Administrator/Board Secretary shall not acquire tenure in the position of School Business Administrator/Board Secretary.

N.J.S.A. 18A:16-1.1; 18A:17-5

Adopted: 25 October 2018



### 1400 JOB DESCRIPTIONS

The Board of Education shall adopt job descriptions for the positions of Superintendent, School Business Administrator/Board Secretary, and each supervisory position. The Superintendent shall prepare, approve, and disseminate to the Board job descriptions for all other employment positions created by the Board.

All job descriptions will be written and will be based on the outcome and process goals developed by the Board and, as appropriate to the position, on program objectives. Each job description will specify:

1. The qualifications and specific certificate and endorsement required for the position;
2. The function, duties, and responsibilities of the position;
3. The extent and the limits of the position holder's authority;
4. The work relationships between the position holder and other employees of the district; and
5. Any background experiences, personal qualities, and individual achievements that the Board prefers in a person appointed to the position.

All administrative and supervisory positions shall be established initially by the Board of Education upon recommendation of the Superintendent. Prior to creating a new position, the Board will approve a statement of job requirements as prepared by the Superintendent.

The Board directs the Superintendent to maintain a comprehensive, coordinated set of job descriptions for all positions to promote efficiency in the administration of the schools.

The Superintendent shall supervise development and implementation of the procedures necessary for evaluation of certified and non-certified administrators and supervisors.

Tenured certified administrators and supervisors shall be evaluated annually by appropriate procedures consistent with New Jersey statutes and the Administrative Code. Non-tenured certified administrators shall be evaluated by appropriate procedures consistent with New Jersey statutes and the Administrative Code.

Job descriptions will be reviewed periodically.

N.J.A.C. 6A:32-4.1; 6A:32-4.4; 6A:32-4.5; 6A:32-5.1

Adopted: 25 October 2018





## 1510 AMERICANS WITH DISABILITIES ACT

It is the policy of the Board of Education that no qualified individual with a disability will, on the basis of disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in employment or under any program, activity, or services sponsored by this Board. The Board will comply with the Americans with Disabilities Act of 1990, as amended by the Americans with Disabilities Amendments Act of 2008 (hereafter referred to as the Act).

Notice of Board Policy 1530 – Equal Employment Opportunities and Board Policy 5750 – Equal Educational Opportunity will be included in the Board policy manual, posted throughout the district, and referenced in any district statement regarding the availability of employment positions or educational services.

### Employment

No employee or candidate for employment will be discriminated against in recruitment, hiring, advancement, discharge, compensation, job training, transfer, or any other term, condition, or privilege of employment solely on the basis of a disability, provided the employee or candidate can, with or without reasonable accommodation, perform the essential functions of the position sought or held.

No candidate for employment will be required to answer a question or submit to an examination regarding a disability except as such disability relates directly to perform job-related functions. No candidate will be discriminated against on the basis of a disability that is not directly related to the essential function of the position for which he/she has applied.

Reasonable accommodations, not directly affecting the educational and/or instructional program, will be made to accommodate employment conditions to the needs of qualified individuals with disabilities, such accommodations may include, but are not limited to: making existing facilities used by employees readily assessable to and usable by individuals with disabilities, job restructuring, part-time modified work schedules, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modifications of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.

The district will furnish appropriate auxiliary aids and services where necessary to afford individuals with disabilities an equal opportunity to participate in and enjoy the benefits of a service, program, or activity conducted by the district.



### Facilities Maintenance and Accessibility

No qualified individual with a disability will, because of the school district's facilities being inaccessible or unusable by disabled persons, be denied the benefits of, be excluded from participation in or otherwise be subjected to discrimination under any program or activity offered by the Board. No new facilities will be constructed that do not fully comply with the Act. Alterations to existing facilities or part thereof, will be altered in such a manner to the maximum extent feasible, that the facilities are readily accessible and usable by individuals with disabilities who have a need to access Board facilities.

The district will maintain facilities and equipment required by the Act to be readily accessible to and usable by persons with disabilities.

### Service, Program, and Activity Access

The district will make reasonable accommodations so that services, programs, and activities are readily accessible and usable by qualified individuals with disabilities. The district is not required to provide personal devices or services of a personal nature to qualified individuals with disabilities.

### Evaluation and Compliance

The Superintendent or designee will evaluate district programs and practices on nondiscrimination, in accordance with law, and will report to the Board accordingly. Assurances of compliance will be submitted as required by law.

The district, with the assistance of interested persons, who may include individuals with disabilities or members of organizations representing individuals with disabilities, or other interested community members and staff, will evaluate its current services, policies, practices, and the effects thereof with regard to the requirements of the Act and make necessary modifications to meet the Act requirements. If such modifications would result in a fundamental alteration of the nature of the affected program or activity, or undue financial or administration burden, the district will provide access through means which would not result in a fundamental alteration or undue financial or administrative burden. 28 CFR §35.150(a)

For a period of at least three years following completion of the self-evaluation, the district will maintain on file, available for public inspection, a list of those interested persons consulted, a description of the areas examined and problems identified, and modifications made.



# POLICY

## WEYMOUTH TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION

1510/page 3 of 3

Americans with Disabilities Act

Enforcement - 28 CFR §35.107

The Board will designate a certified staff member as district coordinator for matters dealing with ADA compliance. The district coordinator can be contacted at the following address or telephone number:

Office Address: 1202 Eleventh Avenue  
Dorothy, New Jersey 08317

Telephone Number: 609-476-2412

Grievance procedures are outlined in Regulation 1510.

### Guarantee of Rights

The Board will not interfere, directly or indirectly, with any person's exercise or enjoyment of the rights protected by the Act.

The Board will not discriminate against any person for that person's opposition to any act or practice made unlawful by law or this Policy or for that person's participation in any manner in an investigation or proceeding arising under the Act.

The district is not required to permit an individual to participate in or benefit from the district's services, programs, or activities when that individual poses a direct threat to the health or safety of others.

### Notice

Policy and Regulation 1510 will be available to any member of the public in the district's Policy and Regulation Manual.

42 U.S.C. 12101 (Americans with Disabilities Act of 1990, as amended)

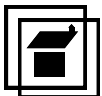
N.J.S.A. 10:5-1 et seq.

N.J.S.A. 18A:18A-17

N.J.A.C. 6A:14-1 et seq.

34 CFR Part 104

Adopted: 25 October 2018



## 1523 COMPREHENSIVE EQUITY PLAN

The Board of Education shall submit a Comprehensive Equity Plan based on an assessment of the district's needs for achieving equity in educational programs that includes a cohesive set of policies, programs, and practices that ensure high expectations and positive achievement patterns and equal access to education opportunity for all learners, including students and teachers.

The Board's obligation to be accountable for the requirements in N.J.A.C. 6A:7 is not precluded or alleviated by any rule or regulation of any organization, club, athletic association, or other league or group.

The Comprehensive Equity Plan shall include the following:

1. An assessment of the school district's needs for achieving equity in educational programs. The assessment shall include staffing practices, quality-of-program data, stakeholder-satisfaction data, and student assessment and behavioral data disaggregated by gender, race, ethnicity, limited English proficiency, special education, migrant, date of enrollment, student suspension, expulsion, Child Study Team referrals, preschool through grade twelve promotion/retention data, preschool through grade twelve completion rates, and re-examination and re-evaluation of classification and placement of students in special education programs if there is overrepresentation within a certain group;
2. A description of how other Federal, State, and district policies, programs, and practices are aligned to the Comprehensive Equity Plan;
3. Progress targets for closing the achievement gap;
4. Professional development targets regarding the knowledge and skills needed to provide a thorough and efficient education as defined by the Core Curriculum Content Standards; differentiated instruction and formative assessments aligned to Core Curriculum Content Standards; and high expectations for teaching and learning; and
5. Annual targets addressing district needs in equity in school and classroom practices that are aligned to professional development targets.



# POLICY

## WEYMOUTH TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION  
1523/page 2 of 2  
Comprehensive Equity Plan

A Comprehensive Equity Plan shall be written every three years and the Board of Education shall initiate the Comprehensive Equity Plan within sixty days of its approval and shall implement the plan in accordance with the timelines approved by the New Jersey Department of Education.

In the event the Board of Education does not implement the Comprehensive Equity Plan within one hundred eighty days of its approval date, or fails to report its progress annually, sanctions deemed to be appropriate by the Commissioner of Education or his/her designee shall be imposed, and may include action to suspend, terminate, or refuse to award continued Federal or State financial assistance, pursuant to N.J.S.A. 18A:55-2.

N.J.A.C. 6A:7-1.9

Adopted: 25 October 2018



## 1530 EQUAL EMPLOYMENT OPPORTUNITIES

The Board of Education shall, in accordance with law, guarantee equal employment opportunity throughout the district.

The Board shall ensure all persons shall have equal and bias free access to all categories of employment and equal pay for equal work in this district without regard to the candidate's race, color, creed, religion, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, socioeconomic status, or disability, pursuant to N.J.A.C. 6A:7-1.1. The school district's employment applications and pre-employment inquiries conform to the guidelines of the New Jersey Division of Civil Rights.

The Board will use equitable practices that prevent imbalance and isolation based on race, color, creed, religion, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, socioeconomic status, or disability among the district's certificated and non-certificated staff and within every category of employment, including administration. Promotions and transfers will be monitored to ensure non-discrimination.

The Board shall not assign, transfer, promote or retain staff, or fail to assign, transfer, promote or retain staff, on the sole basis of race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, religion, disability or socioeconomic status, pursuant to N.J.A.C. 6A:7-1.1.

The Board will target underutilized groups in every category of employment. The Board will provide among the faculty of the school role models of diverse racial and cultural backgrounds.

The Board shall not enter into a contract with a person, agency, or organization that discriminates in employment practices or in the provision of benefits or services, on the basis of race, color, creed, religion, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, socioeconomic status, or disability, either in employment practices or in the provision of benefits or services to students or employees, pursuant to N.J.A.C. 6A:7-1.1.

The Superintendent shall promulgate a complaint procedure for the adjudication of disputes alleging violation of the law prohibiting discrimination in employment or this policy.

The Board shall not discriminate against any person for that person's exercise of rights under the laws prohibiting discrimination in employment or this policy.

N.J.S.A. 18A:6-5; 18A:6-6; 18A:28-10; 18A:29-2

N.J.A.C. 6A:7-1.1 et seq.; 6A:7-1.8

Adopted: 25 October 2018



### 1540 ADMINISTRATOR'S CODE OF ETHICS

#### Definitions

"Administrator" means any employee of this school district who holds a position that:

1. Requires certification with the endorsement of school administrator, Principal, or School Business Administrator;
2. Does not require certification but is responsible for making recommendations regarding hiring or the purchase or acquisition of any property or services by the local school district; or
3. Requires certification with the endorsement of supervisor and is responsible for making recommendations regarding hiring or the purchase or acquisition of any property or services by the local school district.

"Business" means any corporation, partnership, firm, enterprise, franchise, association, trust, sole proprietorship, union, political organization, or other legal entity but does not include a school district or other public entity.

"Interest" means the ownership of or control of more than ten percent of the profits, assets, or stock of a business but does not include the control of assets in a labor union.

"Immediate family" means the person to whom the administrator is legally married and any dependent child of the administrator residing in the same household.

#### Code of Ethics

No administrator or member of his/her immediate family shall have an interest in a business organization or engage in any business, transaction, or professional activity that is in substantial conflict with the proper discharge of his/her duties in the public interest.

No administrator shall use or attempt to use his/her official position to secure unwarranted privileges, advantages, or employment for him/herself, a member of his/her immediate family, or any other person.



No administrator shall act in his/her official capacity in any matter where he/she, a member of his/her immediate family, or a business organization in which he/she has an interest, has a direct or indirect financial or personal involvement that might reasonably be expected to impair his/her independence of judgment in the exercise of official duties. No administrator shall act in his/her official capacity in any matter where he/she or a member of his/her immediate family has a personal involvement that is or creates some benefit to the administrator or a member of his/her immediate family.

No administrator shall undertake any employment or service, whether compensated or not, which might reasonably be expected to prejudice his/her independence of judgment in the exercise of official duties.

No administrator or member of his/her immediate family or business organization in which he/she has an interest shall solicit or accept any gift, favor, loan, political contribution, service, promise of future employment, or other thing of value based upon an understanding that the gift, favor, loan, contribution, service, promise, or other thing of value was given or offered for the purpose of influencing him/her, directly or indirectly, in the discharge of his/her official duties.

No administrator shall accept offers of meals, entertainment, or hospitality which are limited to the clients/customers of the individual providing such hospitality. Administrators may attend hospitality suites or receptions at conferences only when they are open to all attending the conference.

No administrator shall use, or allow to be used, his/her public office or any information not generally available to the members of the public which he/she receives or acquires in the course of and by reason of his/her office, for the purpose of securing financial gain for him/herself, any member of his/her immediate family, or any business organization with which he/she is associated.

No administrator or business organization in which he/she has an interest shall represent any person or party other than the Board of Education or this school district in connection with any cause, proceeding, application or other matter pending before this school district or in any proceeding involving this school district, except that this provision shall not be deemed to prohibit representation within the context of official labor union or similar representational responsibilities.

Nothing shall prohibit an administrator or members of his/her immediate family from representing him/herself or themselves in negotiations or proceedings concerning his/her or their own interests.





# POLICY

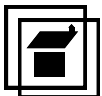
## WEYMOUTH TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION  
1540/page 3 of 3  
Administrator's Code of Ethics

Each administrator shall annually, in accordance with N.J.S.A. 18A:12-25 and 18A:12-26, law, file with the Commissioner a disclosure statement report regarding potential conflicts of interest and with the School Ethics Commission a financial disclosure statement.

N.J.S.A. 18A:12-21 through 18A:12-34  
School Ethics Policy Guideline 1

Adopted: 25 October 2018



### 1550 EQUAL EMPLOYMENT/ANTI-DISCRIMINATION PRACTICES

The Board of Education shall, in accordance with State statutes and administrative code and Federal law and regulations, strive to overcome the effects of any previous patterns of discrimination in school district employment practices and shall systematically monitor school district procedures to ensure continuing compliance with anti-discrimination laws and regulations.

The Board will ensure all persons regardless of race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, religion, disability, or socioeconomic status shall have equal and bias-free access to all categories of employment in the public educational system of New Jersey, pursuant to N.J.A.C. 6A:7-1.1.

The Board will not enter into any contract with a person, agency, or organization that discriminates on the basis of race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, religion, disability, or socioeconomic status, either in employment practices or in the provision of benefits or services to students or employees. In addition, the Board will encourage minority businesses, women's business enterprises, and labor surplus area firms to submit bids to be considered for the awarding of contracts.

The Board shall not assign, transfer, promote or retain staff, or fail to assign, transfer, promote or retain staff, on the sole basis of race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, religion, disability, or socioeconomic status.

The Board shall ensure equal pay for equal work among members of the school district's staff, regardless of race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, religion, disability, or socioeconomic status, pursuant to N.J.A.C. 6A:7-1.1.

N.J.S.A. 10:5-4

N.J.A.C. 6A:7-1.1 et seq.; 6A:7-1.8

Adopted: 25 October 2018



### 1570 INTERNAL CONTROLS

As a condition of receiving State aid, the school district shall establish specific policies and procedures on internal controls designed to provide management with reasonable assurance that the district's goals and objectives will be met and that meet the requirements of N.J.A.C. 6A:23A-6.5 through N.J.A.C. 6A:23A-6.13. Internal controls shall promote operational efficiency and effectiveness, provide reliable financial information, safeguard assets and records, encourage adherence to prescribed policies, and comply with law and regulation.

The specific internal controls contained in N.J.A.C. 6A:23A-6 shall be established together with other internal controls contained in N.J.A.C. 6A and other law and regulations, required by professional standards and as deemed necessary and appropriate by district management. The district may submit a written request to the Commissioner to approve an alternative system, approach, or process for implementing the internal controls required in N.J.A.C. 6A:23A-6. The application must include documented evidence that includes, but is not limited to, an independent, third-party written assessment that the alternative system, approach or process will achieve the same safeguards, efficiency, and other purposes as the specified internal control requirement(s).

The school district shall evaluate business processes annually and allocate available resources appropriately in an effort to establish a strong control environment pursuant to the requirements of N.J.A.C. 6A:23A-6.5. In accordance with the provisions of N.J.A.C. 6A:23A-6.5(b), the School Business Administrator/Board Secretary shall identify processes that, when performed by the same individuals, are a violation of sound segregation of duties and shall segregate the duties of all such processes among Business office staff based on available district resources, assessed vulnerability, and associated cost-benefit. The district shall include in the Comprehensive Annual Financial Report (CAFR) a detailed organizational chart for the Central office that tie to the district's position control logs, including but not limited to, the business, human resources, and information management functions.

The school district shall establish Standard Operating Procedures (SOPs) for each task or function of the business operations of the district by December 31, 2009. The SOP Manual shall include sections on each routine task or function as outlined in N.J.A.C. 6A:23A-6.6(b) and 6A:23A-6.6(c). A standard operating procedure shall be established that ensures office supplies are ordered in appropriate quantities, maintained in appropriate storage facilities, and monitored to keep track of inventory.



School districts with budgets in excess of \$25,000,000 or with more than three hundred employees shall maintain an Enterprise Resource Planning (ERP) System which integrates all data and processes of the school district into a unified system. The ERP system shall use multiple components of computer software and hardware and a unified database to store data for the various system modules to achieve the integration. Districts required to maintain an ERP System that do not have an ERP System in place on July 1, 2008 shall fully implement an ERP System by the 2010-2011 school year and maintain both the existing system(s) and run a beta test ERP System during the 2009-2010 school year. Whenever considering financial systems or the automation of other services or functions, the Superintendent or School Business Administrator/Board Secretary shall notify the Executive County Superintendent in writing to see if opportunities for a shared service system exist. Access controls shall be established for key elements of financial systems to ensure that a single person does not have the ability to make system edits that would violate segregation of duties controls.

The school district shall maintain an accurate, complete, and up-to-date automated position control roster to track the actual number and category of employees and the detailed information for each. Districts are required to maintain a position control roster by December 31, 2009. The position control roster shall share a common database and be integrated with the district's payroll system, agree to the account codes in the budget software, and ensure that the data within the position control roster system includes, at a minimum, the required information as required in N.J.A.C. 6A:23A-6.8(a)3.

N.J.A.C. 6A:23A-6.4; 6A:23A-6.5; 6A:23A-6.6; 6A:23A-6.7; 6A:23A-6.8

Adopted: 25 October 2018



ADMINISTRATION  
1581/page 1 of 4  
Domestic Violence  
Mar 20  
M

### 1581 DOMESTIC VIOLENCE

Policy and Regulation 1581 - Section A. sets forth the New Jersey Civil Service Commission's Uniform Domestic Violence Policy that all public employers shall adopt and distribute to all their employees in accordance with the requirements of N.J.S.A. 11A:2-6a. The purpose of the Uniform Domestic Violence Policy is to encourage public employees who are victims of domestic violence, and those impacted by domestic violence, to seek assistance from their public employer's human resources officer(s) and to provide a standard for a public employer's human resources officer(s) to follow when responding to employees.

Policy and Regulation 1581 – Section B. provides employment protection for employees of those employers as defined in N.J.S.A. 34:11C-2, who are victims of domestic violence or sexual violence in accordance with the provisions of the New Jersey Security and Financial Empowerment Act (NJ SAFE Act) - N.J.S.A. 34:11C-1 et seq.

#### A. Uniform Domestic Violence Policy (N.J.S.A. 11A:2-6a)

All New Jersey public employees are covered under N.J.S.A. 11A:2-6a and Policy and Regulation 1581 – Section A. All public employers shall designate a Human Resources Officer (HRO) or equivalent to assist employees who are victims of domestic violence. The name and contact information of the designated HRO must be provided to all employees. Managers and supervisors are required to refer any employee who is experiencing domestic violence or who report witnessing domestic violence to the designated HRO.

Employees who are victims of domestic violence are encouraged to seek immediate assistance from their HRO. Employees who have information about or witness an act of domestic violence against an employee are encouraged to report that information to the designated HRO, unless the employee is required to report the domestic violence pursuant to applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General directives and guidelines that impose a duty to report, in which case the employee must report to the appropriate authority in addition to reporting to the designated HRO.



ADMINISTRATION  
1581/page 2 of 4  
Domestic Violence

Nothing in the Uniform Domestic Violence Policy and Policy and Regulation 1581 – Section A. shall preclude an employee from contacting 911 in emergency situations. HROs shall remind employees to contact 911 if they feel they are in immediate danger.

Each designated HRO shall comply with the requirements outlined in Regulation 1581 – Section A.4.d. In responding to reports of domestic violence, the HRO shall seek to maintain confidentiality to protect an employee making a report of, witnessing, or experiencing domestic violence, to the extent practical and appropriate under the circumstances and allowed by law.

To ensure confidentiality and accuracy of information, the Uniform Domestic Violence Policy 1581 and Regulation 1581 – Section A.6. require the HRO to keep all documents and reports of domestic violence in a confidential personnel file separate from the employee's other personnel records.

Public employers in the State of New Jersey shall develop an action plan to identify, respond to, and correct employee performance issues that are caused by domestic violence, pursuant to N.J.S.A. 11A:2-6a, and in accordance with the guidelines outlined in Regulation 1581 - Section A.7.

Resources and program information will be readily available to assist victims of domestic violence.

A public employer may seek to modify Policy and Regulation 1581 to create additional protocols to protect victims of domestic violence, but may not modify in a way that reduces or compromises the safeguards and processes set in the Uniform Domestic Violence Policy.

- B. The New Jersey Security and Financial Empowerment Act – (N.J.S.A. 34:11C-1 et seq. - NJ SAFE Act)

The New Jersey Security and Financial Empowerment Act, N.J.S.A. 34:11C-1 et seq. (NJ SAFE Act), is a law that provides employment protection for victims of domestic or sexual violence. Any employee of an employer in the State of New Jersey as defined in N.J.S.A. 34:11C-2, who was a victim of an incident of domestic violence as defined in



ADMINISTRATION  
1581/page 3 of 4  
Domestic Violence

N.J.S.A. 2C:25-19, or a sexually violent offense as defined in N.J.S.A. 30:4-27.26, or whose parent-in-law, sibling, grandparent, grandchild, child, parent, spouse, domestic partner, or civil union partner individual, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship, was a victim shall be entitled to unpaid leave of no more than twenty days in one twelve-month period, to be used in the twelve-month period next following any incident of domestic violence or any sexually violent offense as provided in N.J.S.A. 34:11C-3.

The unpaid leave may be taken intermittently in intervals of no less than one day, as needed for the purpose of engaging in the activities outlined in N.J.S.A. 34:11C-3 and Regulation 1581 - Section B.3.a.(1)-(6) as they relate to the incident of domestic violence or sexually violent offense as outlined in Regulation 1581 - Section B.3.b.

An eligible employee may elect to use any accrued paid vacation leave, personal leave, or medical or sick leave of the employee, or any family temporary disability leave benefits provided pursuant to N.J.S.A. 43:21-27 during any part of the twenty-day period of unpaid leave provided under N.J.S.A. 34:11C-3.a.

Prior to taking the leave provided for in N.J.S.A. 34:11C-3 and Regulation 1581 - Section B., an employee shall, if the necessity for the leave is foreseeable, provide the employer with written notice of the need for the leave, unless an emergency or other unforeseen circumstance precludes prior notice. The notice shall be provided to the employer as far in advance as is reasonable and practical under the circumstances.

Nothing contained in the NJ SAFE Act (N.J.S.A. 34:11C-1 et seq.) and Regulation 1581 - Section B., shall be construed to prohibit an employer from requiring that a period of leave provided pursuant to N.J.S.A. 34:11C-3 and Regulation 1581 - Section B. be supported by the employee with documentation of the domestic violence or sexually violent offense which is the basis for the leave. If the employer requires documentation, the employee shall be regarded as having provided sufficient documentation if the employee provides supporting documentation outlined in N.J.S.A. 34:11C-3.c and Regulation 1581 - Section B.3.d.



# POLICY GUIDE

## WEYMOUTH TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION  
1581/page 4 of 4  
Domestic Violence

An employer shall display conspicuous notice of its employees' rights and obligations pursuant to the provisions of the NJ SAFE Act.

An employer shall not discharge, harass, or otherwise discriminate, retaliate, or threaten to discharge, harass, or otherwise discriminate or retaliate against an employee with respect to the compensation, terms, conditions, or privileges of employment on the basis that the employee took or requested any leave to which the employee was entitled pursuant to N.J.S.A. 34:11C-3 of the NJ SAFE Act or on the basis that the employee refused to authorize the release of information deemed confidential pursuant to N.J.S.A. 34:11C-3.f of the NJ SAFE Act.

Upon a violation of any of the provisions N.J.S.A. 34:11C-3 or N.J.S.A. 34:11C-4, an employee or former employee may institute a civil action in the Superior Court for relief. All remedies available in common law tort actions shall be available to a prevailing plaintiff. The Court may also order any or all of the relief outlined in N.J.S.A. 34:11C-5. An action brought under N.J.S.A. 34:11C-5 shall be commenced within one year of the date of the alleged violation. A private cause of action provided for in N.J.S.A. 34:11C-5 shall be the sole remedy for a violation of the NJ SAFE Act.

N.J.S.A. 11A:2-6a

N.J.S.A. 34:11C-1 et seq.

New Jersey Civil Service Commission's Uniform Domestic  
Violence Policy

Adopted: 10/25/2018

Revised: 08/20/2020





ADMINISTRATION  
R 1581/page 1 of 20  
Domestic Violence  
Mar 20  
M

## R 1581 DOMESTIC VIOLENCE

Policy and Regulation 1581 - Section A. sets forth the New Jersey Civil Service Commission's (Civil Service Commission) Uniform Domestic Violence Policy that all public employers shall adopt and distribute to all their employees in accordance with the provisions of N.J.S.A. 11A:2-6a. The purpose of the Uniform Domestic Violence Policy is to encourage public employees who are victims of domestic violence, and those impacted by domestic violence, to seek assistance from their public employer's human resources officer(s) and provide a standard for a public employer's human resources officer(s) to follow when responding to employees.

Policy and Regulation 1581 – Section B. provides employment protection for employees of those employers as defined in N.J.S.A. 34:11C-2, who are victims of domestic violence or sexual violence in accordance with the provisions of the New Jersey Security and Financial Empowerment Act (NJ SAFE Act) - N.J.S.A. 34:11C-1 et seq.

### A. Uniform Domestic Violence Policy (N.J.S.A. 11A:2-6a)

#### 1. Definitions

The following terms are defined solely for the purposes of N.J.S.A. 11A:2-6a and Policy and Regulation 1581:

“Domestic Violence” - Acts or threatened acts, that are used by a perpetrator to gain power and control over a current or former spouse, family member, household member, intimate partner, someone the perpetrator dated, or person with whom the perpetrator shares a child in common or anticipates having a child in common if one of the parties is pregnant. Domestic violence includes, but is not limited to the following: physical violence; injury; intimidation; sexual violence or abuse; emotional and/or psychological intimidation; verbal abuse; threats; harassment; cyber harassment; stalking; economic abuse or control; damaging property to intimidate or attempt to control the behavior of a person in a relationship with the perpetrator; strangulation; or abuse of animals or pets.



ADMINISTRATION  
R 1581/page 2 of 20  
Domestic Violence

“Abuser/Perpetrator” - An individual who commits or threatens to commit an act of domestic violence, including unwarranted violence against individuals and animals. Other abusive behaviors and forms of violence can include the following: bullying, humiliating, isolating, intimidating, harassing, stalking, or threatening the victim, disturbing someone’s peace, or destroying someone’s property.

“Human Resources Officer (HRO)” - An employee of a public employer with a human resources job title, or its equivalent, who is responsible for orienting, training, counseling, and appraising staff. Persons designated by the employer as the primary or secondary contact to assist employees in reporting domestic violence incidents.

“Intimate Partner” - Partners of any sexual orientation or preference who have been legally married or formerly married to one another, have a child or children in common, or anticipate having a child in common if one party is pregnant. Intimate partner also includes those who live together or have lived together, as well as persons who are dating or have dated in the past.

“Temporary Restraining Order (TRO)” - A civil court order issued by a judge to protect the life, health, or well-being of a victim. TROs can prohibit domestic violence offenders from having contact with victims, either in person or through any means of communication, including third parties. TROs also can prohibit offenders from a victim’s home and workplace. A violation of a TRO may be a criminal offense. A TRO will last approximately ten business days, or until a court holds a hearing to determine if a Final Restraining Order (FRO) is needed. In New Jersey, there is no expiration of a FRO.

“Victim” - A person who is eighteen years of age or older or who is an emancipated minor and who has been subjected to domestic violence by a spouse, former spouse, or any other person who is a present household member or was at any time a household member. A victim of domestic violence is also any person,



regardless of age, who has been subjected to domestic violence by one of the following factors: a person with whom the victim has a child in common; a person with whom the victim anticipates having a child in common, if one of the parties is pregnant; and a person with whom the victim has had a dating relationship.

“Workplace-Related Incidents” - Incidents of domestic violence, sexual violence, dating violence, and stalking, including acts, attempted acts, or threatened acts by or against employees, the families of employees, and/or their property, that imperil the safety, well-being, or productivity of any person associated with a public employee in the State of New Jersey, regardless of whether the act occurred in or outside the organization’s physical workplace. An employee is considered to be in the workplace while in or using the resources of the employer. This includes, but is not limited to: facilities; work sites; equipment; vehicles; or while on work-related travel.

2. Persons Covered Under N.J.S.A. 11A:2-6a and Policy and Regulation 1581

All New Jersey public employees are covered under N.J.S.A. 11A:2-6a and Policy and Regulation 1581 – Section A. A State of New Jersey public employer is any State, county, municipality, school district, or other political subdivision thereof, and any agency, authority, or instrumentality of the foregoing. Casual/seasonal employees, interns, volunteers, and temporary employees of any public employer at any workplace location are also covered under N.J.S.A. 11A:2-6a and Regulation 1581 – Section A.

3. Responsibility of Employer to Designate a Human Resources Officer (HRO)

- a. All public employers shall designate an HRO to assist employees who are victims of domestic violence.



ADMINISTRATION  
R 1581/page 4 of 20  
Domestic Violence

- b. The designated HRO must receive training on responding to and assisting employees who are domestic violence victims in accordance with Policy and Regulation 1581 – Section A. Should the HRO be unavailable at any time, the employer must designate a secondary HRO, who must also be appropriately trained to respond and assist domestic violence victims pursuant to Policy and Regulation 1581.
  - c. Managers and supervisors are often aware of circumstances involving an employee who is experiencing domestic violence. Managers and supervisors are required to refer any employee who is experiencing domestic violence or who report witnessing domestic violence to the designated HRO. Managers and supervisors must maintain confidentiality, to the extent possible, and be sensitive, compassionate, and respectful to the needs of persons who are victims of domestic violence.
    - (1) The name and contact information of the designated HRO must be provided to all employees.
  - d. Policy and Regulation 1581 – Section A. does not supersede applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General directives and guidelines that impose a duty to report.
    - (1) For example, if there is any indication a child may also be a victim, reporting is mandatory to the Department of Children and Families, Child Protection and Permanency, under N.J.S.A. 9:6-8.13.
4. Domestic Violence Reporting Procedure
- a. Employees who are victims of domestic violence are encouraged to seek immediate assistance from their HRO.



ADMINISTRATION  
R 1581/page 5 of 20  
Domestic Violence

- b. Employees who have information about or witness an act of domestic violence against an employee are encouraged to report that information to the designated HRO, unless the employee is required to report the domestic violence pursuant to applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General directives and guidelines that impose a duty to report, in which case the employee must report to the appropriate authority in addition to reporting to the designated HRO.
- c. Nothing in Policy and Regulation 1581 – Section A. shall preclude an employee from contacting 911 in emergency situations. HROs shall remind employees to contact 911 if they feel they are in immediate danger.
- d. Each designated HRO shall:
  - (1) Immediately respond to an employee upon request and provide a safe and confidential location to allow the employee to discuss the circumstances surrounding the domestic violence incident and the request for assistance.
  - (2) Determine whether there is an imminent and emergent need to contact 911 and/or local law enforcement.
  - (3) Provide the employee with resource information and a confidential telephone line to make necessary calls for services for emergent intervention and supportive services, when appropriate. The HRO or the employee can contact the appropriate Employee Assistance Program to assist with securing resources and confidential services.
  - (4) Refer the employee to the provisions and protections of the New Jersey Security and Financial Empowerment Act, N.J.S.A. 34:11C-1 et seq. (NJ SAFE Act), referenced in Regulation 1581 - Section B.



ADMINISTRATION  
R 1581/page 6 of 20  
Domestic Violence

- (5) In cases where domestic violence involved a sexual touching or sexual assault between State employees, the HRO is also required to report the incident to their agency's Equal Employment Opportunity (EEO) Officer or Title IX Officer, as appropriate.
- (6) If there is a report of sexual assault or abuse, the victim should be offered the services of the New Jersey State Sexual Assault Response Team.
- (7) Maintain the confidentiality of the employee and all parties involved, to the extent practical and appropriate under the circumstances, pursuant to A.5. below.
- (8) Upon the employee's consent, the employee may provide the HRO with copies of any TROs, FROs, and/or civil restraint agreements that pertain to restraints in the work place and ensure that security personnel are aware of the names of individuals who are prohibited from appearing at the work location while the employee who sought the restraining order is present. All copies of TROs and FROs must be kept in a separate confidential personnel file.

## 5. Confidentiality Policy

- a. In responding to reports of domestic violence, the HRO shall seek to maintain confidentiality to protect an employee making a report of, witnessing, or experiencing domestic violence, to the extent practical and appropriate under the circumstances and allowed by law.
- b. No provision of Policy and Regulation 1581 – Section A. shall supersede applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General directives and guidelines that impose a duty to report.



c. Policy 1581 and Regulation 1581 – Section A.5. shall not prevent disclosure where to do so would result in physical harm to any person or jeopardize safety within the workplace.

(1) When information must be disclosed to protect the safety of individuals in the workplace, the HRO shall limit the breadth and content of such disclosure to information reasonably necessary to protect the safety of the disclosing employee and others and comply with the law.

(2) The HRO shall provide advance notice to the employee who disclosed information, to the extent possible, if the disclosure must be shared with other parties in order to maintain safety in the workplace or elsewhere.

(3) The HRO shall also provide the employee with the name and title of the person to whom they intend to provide the employee's statement and shall explain the necessity and purpose regarding the disclosure.

(a) For example, if the substance of the disclosure presents a threat to employees, then law enforcement will be alerted immediately.

d. Policy 1581 and Regulation 1581 – Section A. does not supersede applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General directives and guidelines where mandatory reporting is required by the appointing authority or a specific class of employees.

## 6. Confidentiality of Employee Records

a. To ensure confidentiality and accuracy of information Policy and Regulation 1581 – Section A.6. requires the HRO to keep all documents and reports of domestic violence in a confidential personnel file separate from the employee's other personnel records.



ADMINISTRATION  
R 1581/page 8 of 20  
Domestic Violence

- b. These records shall be considered personnel records and shall not be government records available for public access under the Open Public Records Act. See N.J.S.A. 47:1A-10.
7. Public Employer Domestic Violence Action Plan
- a. Public employers in the State of New Jersey shall develop an action plan to identify, respond to, and correct employee performance issues that are caused by domestic violence, pursuant to N.J.S.A. 11A:2-6a, and in accordance with the following guidelines:
    - (1) Designate an HRO with responsibilities pursuant to A.3. and A.4. above.
    - (2) Recognize that an employee may need an accommodation as the employee may experience temporary difficulty fulfilling job responsibilities.
    - (3) Provide reasonable accommodations to ensure the employee's safety. Reasonable accommodations may include, but are not limited to, the following: implementation of safety measures; transfer or reassignment; modified work schedule; change in work telephone number or work-station location; assistance in documenting the violence occurring in the workplace; an implemented safety procedure; or other accommodation approved by the employer.
    - (4) Advise the employee of information concerning the NJ SAFE Act; Family and Medical Leave Act (FMLA); or Family Leave Act (FLA); Temporary Disability Insurance (TDI); or Americans with Disabilities Act (ADA); or other reasonable flexible leave options when an employee, or his or her child, parent, spouse, domestic partner, civil union partner, or other relationships as defined in applicable statutes is a victim of domestic violence.





ADMINISTRATION  
R 1581/page 9 of 20  
Domestic Violence

- (5) Commit to adherence of the provisions of the NJ SAFE Act, including that the employer will not retaliate against, terminate, or discipline any employee for reporting information about incidents of domestic violence, as defined in Policy and Regulation 1581 – Section A., if the victim provides notice to their human resources office of the status or if the human resources office has reason to believe an employee is a victim of domestic violence.
- (6) Advise any employee, who believes he or she has been subjected to adverse action as a result of making a report pursuant to Policy and Regulation 1581 - Section B. of the civil right of action under the NJ SAFE Act.
  - (a) Advise any employee to contact their designated Labor Relations Officer, Conscientious Employees Protection Act (CEPA) Officer, and/or Equal Employment Opportunity Officer in the event they believe the adverse action is a violation of their collective bargaining agreement, the Conscientious Employees Protection Act, or the New Jersey Law Against Discrimination and corresponding policies.
- (7) Employers, their designated HRO, and employees should familiarize themselves with Policy and Regulation 1581. Policy and Regulation 1581 shall be provided to all employees upon Board approval and to all new employees upon hiring.
- (8) Information and resources about domestic violence are encouraged to be placed in visible areas, such as restrooms, cafeterias, breakrooms, and where other resource information is located.



8. Resources

Resources and program information will be readily available to assist victims of domestic violence. These resources should be provided by the designated HRO to any victim of domestic violence at the time of reporting.

9. Distribution of Policy

The Civil Service Commission and the Division of Local Government Services in the Department of Community Affairs shall distribute a Uniform Domestic Violence Policy, and any modifications thereto, to public employers. The Director of the Division of Local Government Services shall release Local Finance Notices setting forth any changes to the Uniform Domestic Violence Policy, as changes occur.

10. Other Applicable Requirements

In addition to Policy and Regulation 1581, the HRO and the public employer's appointing authority, if applicable, must follow all applicable laws, guidelines, standard operating procedures, internal affairs policies, and New Jersey Attorney General directives and guidelines that impose a duty to report. Additionally, to the extent that the procedures set forth in Policy and Regulation 1581 conflict with collective negotiated agreements or with the Family Educational Rights and Privacy Act (FERPA), the provisions of the negotiated agreements and the provisions of FERPA control.

11. Policy Modification and Review

- a. A public employer may seek to modify Policy and Regulation 1581 to create additional protocols to protect victims of domestic violence, but may not modify in a way that reduces or compromises the safeguards and processes set out in the Uniform Domestic Violence Policy.
- b. The Civil Service Commission will review and modify their Uniform Domestic Violence Policy periodically and as needed.



12. Policy Enforceability

The provisions of the Uniform Domestic Violence Policy are intended to be implemented by the Civil Service Commission. These provisions do not create any promises or rights that may be enforced by any persons or entities.

13. Policy Inquiries and Effective Date

Any questions concerning the interpretation or implementation of the Uniform Domestic Violence Policy shall be addressed to the Chair/Chief Executive Officer of the Civil Service Commission, or their designee. The Uniform Domestic Violence Policy and Policy and Regulation 1581 shall be enforceable upon the HRO's completion of training on the Uniform Domestic Violence Policy and Policy and Regulation 1581.

B. NJ SAFE Act – (N.J.S.A. 34:11C-1 et seq.)

1. The New Jersey Security and Financial Empowerment Act, N.J.S.A. 34:11C-1, et seq. (NJ SAFE Act), is a law that provides employment protection for victims of domestic or sexual violence.
2. Definitions (N.J.S.A. 34:11C-2)

The following terms are defined solely for the purpose of N.J.S.A. 34:11C-1 et seq. - NJ SAFE Act:

“Employee” means a person who is employed for at least twelve months by an employer, with respect to whom benefits are sought under the NJ SAFE Act, for not less than 1,000 base hours during the immediately preceding twelve-month period. Any time, up to a maximum of ninety calendar days, during which a person is laid off or furloughed by an employer due to that employer curtailing operations because of a state of emergency declared after October 22, 2012, shall be regarded as time in which the person is employed for the purpose of determining eligibility for leave time under the NJ SAFE Act. In making the determination, the base hours per week during the layoff or furlough shall be deemed to be the same as the average number of hours worked per week during the rest of the twelve-month period.



ADMINISTRATION  
R 1581/page 12 of 20  
Domestic Violence

“Employer” means a person or corporation, partnership, individual proprietorship, joint venture, firm or company, or other similar legal entity which engages the services of an employee and employs twenty-five or more employees for each working day during each of twenty or more calendar work weeks in the then current or immediately preceding calendar year. “Employer” includes the State, any political subdivision thereof, and all public offices, agencies, boards, or bodies.

“State of emergency” means a natural or man-made disaster or emergency for which a state of emergency has been declared by the President of the United States or the Governor, or for which a state of emergency has been declared by a municipal emergency management coordinator.

3. Regulations Relative to Unpaid Leave for Employees and Family Members Affected by Certain Offenses (N.J.S.A. 34:11C-3)

- a. Any employee of an employer in the State of New Jersey who was a victim of an incident of domestic violence as defined in N.J.S.A. 2C:25-19, or a sexually violent offense as defined in N.J.S.A. 30:4-27.26, or whose parent-in-law, sibling, grandparent, grandchild, child, parent, spouse, domestic partner, or civil union partner individual, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship, was a victim shall be entitled to unpaid leave of no more than twenty days in one twelve-month period, to be used in the twelve-month period next following any incident of domestic violence or any sexually violent offense as provided in N.J.S.A. 34:11C-3.

For purposes of N.J.S.A. 34:11C-3 and Regulation 1581 - Section B.3., each incident of domestic violence or any sexually violent offense shall constitute a separate offense for which an employee is entitled to unpaid leave, provided that the employee has not exhausted the allotted twenty days for the twelve-month period.



The unpaid leave may be taken intermittently in intervals of no less than one day, as needed for the purpose of engaging in any of the following activities as they relate to the incident of domestic violence or sexually violent offense:

- (1) Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's parent-in-law, sibling, grandparent, grandchild, child, parent, spouse, domestic partner, or civil union partner individual, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship;
- (2) Obtaining services from a victim services organization for the employee or the employee's parent-in-law, sibling, grandparent, grandchild, child, parent, spouse, domestic partner, or civil union partner individual, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship;
- (3) Obtaining psychological or other counseling for the employee or the employee's parent-in-law, sibling, grandparent, grandchild, child, parent, spouse, domestic partner, or civil union partner individual, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship;



ADMINISTRATION  
R 1581/page 14 of 20  
Domestic Violence

- (4) Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's parent-in-law, sibling, grandparent, grandchild, child, parent, spouse, domestic partner, or civil union partner individual, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship, from future domestic or sexual violence or to ensure economic security;
- (5) Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's parent-in-law, sibling, grandparent, grandchild, child, parent, spouse, domestic partner, or civil union partner, individual, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship, including preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic or sexual violence; or
- (6) Attending, participating in, or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which the employee or the employee's parent-in-law, sibling, grandparent, grandchild, child, parent, spouse, domestic partner, or civil union partner, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship, was a victim.



ADMINISTRATION  
R 1581/page 15 of 20  
Domestic Violence

- b. An eligible employee may elect to use any accrued paid vacation leave, personal leave, or medical or sick leave of the employee, or any family temporary disability leave benefits provided pursuant to N.J.S.A. 43:21-27 during any part of the twenty-day period of unpaid leave provided under N.J.S.A 34:11C-3 and Regulation 1581 - Section B.3.a.

In such case, any paid leave provided by the employer, and accrued pursuant to established policies of the employer, or family temporary disability leave benefits, shall run concurrently with the unpaid leave provided under N.J.S.A. 34:11C-3.a and Regulation 1581 - Section B.3.a. and, accordingly, the employee shall receive pay pursuant to the employer's applicable paid leave policy, or family temporary disability leave benefits, during the period of otherwise unpaid leave. If an employee requests leave for a reason covered by both N.J.S.A. 34:11C-3.a and the "Family Leave Act," N.J.S.A. 34:11B-1 et seq. or the Federal "Family and Medical Leave Act of 1993," 29 U.S.C. § 2601 et seq., the leave shall count simultaneously against the employee's entitlement under each respective law.

Leave granted under N.J.S.A. 34:11C-3 and Regulation 1581 - Section B. shall not conflict with any rights pursuant to the "Family Leave Act," the "Temporary Disability Benefits Law," N.J.S.A. 43:21-25 et al, or the Federal "Family and Medical Leave Act of 1993."

- c. Prior to taking the leave provided for in N.J.S.A. 34:11C-3 and Regulation 1581 - Section B.3.a., an employee shall, if the necessity for the leave is foreseeable, provide the employer with written notice of the need for the leave, unless an emergency or other unforeseen circumstance precludes prior notice. The notice shall be provided to the employer as far in advance as is reasonable and practical under the circumstances.



ADMINISTRATION  
R 1581/page 16 of 20  
Domestic Violence

- d. Nothing contained in the NJ SAFE Act (N.J.S.A. 34:11C-1 et seq.) and Regulation 1581 - Section B. shall be construed to prohibit an employer from requiring that a period of leave provided pursuant to N.J.S.A. 34:11C-3 and Regulation 1581 - Section B. be supported by the employee with documentation of the domestic violence or sexually violent offense which is the basis for the leave.

If the employer requires the documentation, the employee shall be regarded as having provided sufficient documentation if the employee provides one or more of the following:

- (1) A domestic violence restraining order or other documentation of equitable relief issued by a court of competent jurisdiction;
- (2) A letter or other written documentation from the county or municipal prosecutor documenting the domestic violence or sexually violent offense;
- (3) Documentation of the conviction of a person for the domestic violence or sexually violent offense;
- (4) Medical documentation of the domestic violence or sexually violent offense;
- (5) Certification from a certified Domestic Violence Specialist or the director of a designated domestic violence agency or Rape Crisis Center, that the employee or employee's parent-in-law, sibling, grandparent, grandchild, child, parent, spouse, domestic partner, or civil union partner, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship, is a victim of domestic violence or a sexually violent offense; or





ADMINISTRATION  
R 1581/page 17 of 20  
Domestic Violence

- (6) Other documentation or certification of the domestic violence or sexually violent offense provided by a social worker, member of the clergy, shelter worker, or other professional who has assisted the employee or employee's parent-in-law, sibling, grandparent, grandchild, child, parent, spouse, domestic partner, or civil union partner, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship, in dealing with the domestic violence or sexually violent offenses.

For the purpose of N.J.S.A. 34:11C-3.c and Regulation 1581 - Section B.3.d.:

- (1) "Certified Domestic Violence Specialist" means a person who has fulfilled the requirements of certification as a Domestic Violence Specialist established by the New Jersey Association of Domestic Violence Professionals;
- (2) "Designated Domestic Violence Agency" means a county-wide organization with a primary purpose to provide services to victims of domestic violence, and which provides services that conform to the core domestic violence services profile as defined by the Division of Child Protection and Permanency in the Department of Children and Families and is under contract with the Division for the express purpose of providing the services.
- (3) "Rape Crisis Center" means an office, institution, or center offering assistance to victims of sexual offenses through crisis intervention, medical and legal information, and follow-up counseling.



ADMINISTRATION  
R 1581/page 18 of 20  
Domestic Violence

- e. An employer shall display conspicuous notice of its employees' rights and obligations pursuant to the provisions of the NJ SAFE Act, in such form and manner as the Commissioner of Labor and Workforce Development shall prescribe, and use other appropriate means to keep its employees so informed.
  
- f. No provision of N.J.S.A. 34:11C-1 et seq. and Policy and Regulation 1581 – Section B. shall be construed as requiring or permitting an employer to reduce employment benefits provided by the employer or required by a collective bargaining agreement which are in excess of those required by the NJ SAFE Act. Nor shall any provision of N.J.S.A. 34:11C-1 et seq. and Policy and Regulation 1581 – Section B. be construed to prohibit the negotiation and provision through collective bargaining agreements of leave policies or benefit programs which provide benefits in excess of those required by the NJ SAFE Act. N.J.S.A. 34:11C-3.e and Regulation 1581 – Section B.3.f. shall apply irrespective of the date that a collective bargaining agreement takes effect.

Nothing contained in N.J.S.A. 34:11C-1 et seq. and Policy and Regulation 1581 – Section B. shall be construed as permitting an employer to:

- (1) Rescind or reduce any employment benefit accrued prior to the date on which the leave taken pursuant to the NJ SAFE Act commenced; or
  
- (2) Rescind or reduce any employment benefit, unless the rescission or reduction of the benefit is based on changes that would have occurred if an employee continued to work without taking the leave provided pursuant to Regulation 1581 – Section B.3.a.



ADMINISTRATION  
R 1581/page 19 of 20  
Domestic Violence

g. All information provided to an employer pursuant to N.J.S.A. 34:11C-3.c and Regulation 1581 – Section B.3.d. above and any information regarding a leave taken pursuant to N.J.S.A. 34:11C-3.c and any failure of an employee to return to work, shall be retained in the strictest confidentiality, unless the disclosure is voluntarily authorized in writing by the employee or is required by a Federal or State law, rule, or regulation.

4. Certain Actions by Employer Prohibited (N.J.S.A. 34:11C-4)

An employer shall not discharge, harass, or otherwise discriminate, retaliate, or threaten to discharge, harass, or otherwise discriminate or retaliate against an employee with respect to the compensation, terms, conditions, or privileges of employment on the basis that the employee took or requested any leave to which the employee was entitled pursuant to N.J.S.A. 34:11C-3 of the NJ SAFE Act and Regulation 1581 – Section B.3. or on the basis that the employee refused to authorize the release of information deemed confidential pursuant to N.J.S.A. 34:11C-3.f and Regulation 1581 – Section B.3.g.

5. Violations; Penalties (N.J.S.A. 34:11C-5)

a. Upon a violation of any of the provisions of N.J.S.A. 34:11C-3 and Regulation 1581 - Section B.3., or N.J.S.A. 34:11C-4 and Regulation 1581 - Section B.4., an employee or former employee may institute a civil action in the Superior Court for relief. All remedies available in common law tort actions shall be available to a prevailing plaintiff. The Court may also order any or all of the following relief:

- (1) An assessment of a civil fine of not less than \$1,000 and not more than \$2,000 for the first violation of any of the provisions of N.J.S.A. 34:11C-3 or N.J.S.A. 34:11C-4 and not more than \$5,000 for each subsequent violation;



ADMINISTRATION  
R 1581/page 20 of 20  
Domestic Violence

- (2) An injunction to restrain the continued violation of any of the provisions of N.J.S.A. 34:11C-3 or N.J.S.A. 34:11C-4;
  - (3) Reinstatement of the employee to the same position or to a position equivalent to that which the employee held prior to unlawful discharge or retaliatory action;
  - (4) Reinstatement of full fringe benefits and seniority rights;
  - (5) Compensation for any lost wages, benefits, and other remuneration;
  - (6) Payment of reasonable costs and attorney's fees.
- b. An action brought under N.J.S.A. 34:11C-5 shall be commenced within one year of the date of the alleged violation.
- c. A private cause of action provided for in N.J.S.A. 34:11C-5 shall be the sole remedy for a violation of N.J.S.A. 34:11C-1 et seq.

Adopted: 10/25/2018  
Revised: 08/20/2020



### 1613 DISCLOSURE AND REVIEW OF APPLICANT'S EMPLOYMENT HISTORY

A school district, charter school, nonpublic school, or contracted service provider holding a contract with a school district, charter school, or nonpublic school (hiring entity) shall not employ for pay or contract for the paid services of any person serving in a position which involves regular contact with students unless the hiring entity complies with the requirements of N.J.S.A. 18A:6-7.6 et seq. and as outlined in Policy and Regulation 1613.

An applicant the hiring entity seeks to offer employment to and will fill a position which involves regular contact with students shall be required to provide their employment history pursuant to N.J.S.A. 18A:6-7.7.a.(1). The applicant shall also provide written authorization that consents to and authorizes the disclosure of information regarding the applicant's employment history and the release of related records by the applicant's current or former employer(s) regarding child abuse and/or sexual misconduct pursuant to N.J.S.A. 18A:6-7.7.a.(2). The applicant shall also provide a written statement as to whether the applicant has any employment history regarding child abuse or sexual misconduct pursuant to N.J.S.A. 18A:6-7.7.a.(3).

A hiring entity shall review an applicant's employment history as required in N.J.S.A. 18A:6-7.7.b. and if the hiring entity determines to continue the applicant's employment application process, the hiring entity shall contact those employers listed by the applicant and request confirmation of the information provided by the applicant pursuant to N.J.S.A. 18A:6-7.7.a.

Upon the hiring entity receiving and reviewing the information disclosed by the applicant's current and/or former employer(s), and finding an affirmative response to any of the inquiries required in N.J.S.A. 18A:7.7.b.(2), and if the hiring entity determines to continue with the applicant's job application process, the hiring entity shall make further inquiries of the applicant's current or former employer(s) to ascertain additional details regarding the information disclosed.

The failure of an employer to provide the information requested by the hiring entity pursuant to N.J.S.A. 18A:6-7.7.b. within a twenty-day timeframe may be grounds for the automatic disqualification of an applicant from employment with a hiring entity in accordance with N.J.S.A. 18A:6-7.9.c.

In accordance with the provisions of N.J.S.A. 18A:6-7.9.c., a hiring entity shall not be liable for any claims brought by an applicant who is not offered employment or whose employment is terminated because of any information received or due to the inability to conduct a full review of the applicant's employment history pursuant to N.J.S.A. 18A:6-7.7.



### Disclosure and Review of Applicant's Employment History

In accordance with the provisions of N.J.S.A. 18A:6-7.9.d., a hiring entity shall have the right to immediately terminate an individual's employment or rescind an offer of employment if the applicant is offered employment or commences employment following June 1, 2018 and information regarding the applicant's history of sexual misconduct or child abuse is subsequently discovered or obtained by the employer that the employer determines disqualifies the applicant or employee from employment under N.J.S.A. 18A:6-7.6 et seq. The termination of employment pursuant to N.J.S.A. 18A:6-7.9 shall not be subject to any grievance or appeals procedures or tenure proceedings pursuant to any collectively bargained or negotiated agreement or any law, rule, or regulation.

A hiring entity may employ or contract with an applicant on a provisional basis for a period not to exceed ninety days pending review of information received pursuant to N.J.S.A. 18A:6-7.7.b. provided the conditions outlined in N.J.S.A. 18A:6-7.10.b. are satisfied.

All requests for information sent to this school district, charter school, or nonpublic school from a hiring entity regarding a current or former employee in accordance N.J.S.A. 18A:6-7.6 et seq. shall be directed to the Superintendent or designee. The Superintendent or designee shall review the request for information and confirm the applicant's employment relationship and ensure the written authorization is in compliance with N.J.S.A. 18A:6-7.7.a.(2) prior to the release of information requested and the release of related records in accordance with N.J.S.A. 18A:6-7.6 et seq.

On or after June 1, 2018, a hiring entity may not enter into a collectively bargained or negotiated agreement, an employment contract, an agreement for resignation or termination, a severance agreement, or any other contract or agreement or take any action that is prohibited as outlined in N.J.S.A. 18A:6-7.12. Any provision of an employment contract or agreement for resignation or termination or a severance agreement that is executed, amended, or entered into after June 1, 2018 and that is contrary to N.J.S.A. 18A:6-7.6 et seq. shall be void and unenforceable.

Pursuant to N.J.S.A. 18A:6-7.11, information received by a school district, charter school, or nonpublic school under Policy and Regulation 1613 and N.J.S.A. 18A:6-7.6 et seq. shall not be deemed a public record under N.J.S.A. 47:1A-1 et seq. or the common law concerning access to public records. A school district, charter school, or nonpublic school that provides information or records about a current or former employee or applicant shall be immune from criminal and civil liability for the disclosure of the information, unless the information or records provided were knowingly false.

N.J.S.A. 18A:6-7.6; 18A:6-7.7; 18A:6-7.8; 18A:6-7.9;  
18A:6-7.10; 18A:6-7.11; 18A:6-7.12; 18A:6-7.13

New Jersey Department of Education Guidance and Resources to Assist with  
Pre-Employment Requirements of P.L. 2018, c.5. - June 25, 2018

Adopted: September 19, 2019



ADMINISTRATION

1620/page 1 of 6

Administrative Employment Contracts

Sept 20

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## 1620 ADMINISTRATIVE EMPLOYMENT CONTRACTS

The Executive County Superintendent shall review and approve for all Superintendents of Schools, Superintendents of Schools reappointed pursuant to N.J.S.A. 18A:17-20.1, Deputy Superintendents of Schools, Assistant Superintendents of Schools, and School Business Administrators, including any interim, acting, or person otherwise serving in these positions, in school districts, county vocational school districts, county special services school districts and other districts, except charters, within the County under the supervision of the Executive County Superintendent:

1. New employment contracts, including contracts that replace expired contracts for existing tenured and non-tenured employees;
2. Renegotiations, extensions, amendments, or other alterations of the terms of existing employment contracts that have been previously approved by the Executive County Superintendent; and
3. Provisions for contract extensions where such terms were not included in the original employment contract or are different from the provisions contained in the original approved employment contract.

In counties where there is no Executive County Superintendent, an Executive County Superintendent from another county shall be designated by the Commissioner to review and approve all contracts listed above.

The contract review and approval shall take place prior to any required public notice and hearing pursuant to N.J.S.A. 18A:11-11 and prior to the Board of Education approval and execution of ~~those~~ the contracts to ensure compliance with all applicable laws, including but not limited to N.J.S.A. 18A:30-3.5, 18A:30-9, 18A:17-15.1 and 18A:11-12.

In accordance with the provisions of N.J.S.A. 18A:11-11 and N.J.A.C. 6A:23A-3.1(c)1, the public notice and public hearing required shall be applicable to a Board of Education that renegotiates, extends, amends, or otherwise alters the terms of an existing contract with a Superintendent of Schools, Deputy Superintendent of Schools, Assistant Superintendent of Schools, or School Business Administrator. In accordance with N.J.S.A. 18A:11-11, notice must be



# POLICY GUIDE

## WEYMOUTH TOWNSHIP BOARD OF EDUCATION

### ADMINISTRATION

1620/page 2 of 6

#### Administrative Employment Contracts

provided to the public at least thirty days prior to the scheduled action by the Board. The Board shall also hold a public hearing and shall not take any action on the matter until the hearing has been held. The Board shall provide the public with at least ten days' notice of the public hearing.

In accordance with N.J.A.C. 6A:23A-3.1(c)1, the public notice and public hearing required pursuant to N.J.S.A. 18A:11-11 shall not apply to new contracts, including contracts that replace expired contracts for existing employees in one of these positions, whether tenured or not tenured. Nothing shall preclude a Board from issuing a public notice and/or holding a public hearing on new contracts, including new contracts that replace expired contracts for existing tenured and non-tenured employees.

The public notice and public hearing required pursuant to N.J.S.A. 18A:11-11 is also required in the event an existing contract for a Superintendent of Schools, Deputy Superintendent of Schools, Assistant Superintendent of Schools, or School Business Administrator is rescinded or terminated by the Board of Education before it is due to expire and the parties agree to new employment terms.

In connection with the Executive County Superintendent's review of the contract, the Board shall provide the Executive County Superintendent with a detailed statement setting forth the total cost of the contract for each applicable year, including salary, longevity (if applicable), benefits, and all other emoluments.

The review and approval of the employment contracts of Superintendents of Schools, Deputy Superintendents of Schools, Assistant Superintendents of Schools, and School Business Administrators conducted by the Executive County Superintendent shall be consistent with the following additional standards outlined in N.J.S.A. 18A:7-8.1 and N.J.A.C. 6A:23A-3.1:

1. Contracts for each class of administrative position shall be comparable with the salary, benefits and other emoluments contained in the contracts of similarly credentialed and experienced administrators in other school districts in the region with similar enrollment, academic achievement levels and challenges, and grade span.





# POLICY GUIDE

## WEYMOUTH TOWNSHIP BOARD OF EDUCATION

### ADMINISTRATION

1620/page 3 of 6

#### Administrative Employment Contracts

2. No contract shall include provisions that are inconsistent with the travel requirements pursuant to N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7 including, but not limited to, the provisions for mileage reimbursement and reimbursement for meals and lodging in New Jersey. Any contractual provision that is inconsistent with law is superseded by the law.
3. No contract shall include provisions for the reimbursement or payment of employee contributions that are either required by law or by a contract in effect in the school district with other teaching staff members, such as payment of the employee's State or Federal taxes, or of the employee's contributions to FICA, Medicare, State pensions and annuities (TPAF), life insurance, disability insurance (if offered), and health benefit costs.
4. No contract shall contain a payment as a condition of separation from service that is deemed by the Executive County Superintendent to be prohibited or excessive in nature. The payment cannot exceed the lesser of the calculation of three months' pay for every year remaining on the contract with pro-ration for partial years, not to exceed twelve months, or the remaining salary amount due under the contract.
5. No contract shall include benefits that supplement or duplicate benefits that are otherwise available to the employee by operation of law, an existing group plan, or other means; e.g., an annuity or life insurance plan that supplements or duplicates a plan already made available to the employee. Notwithstanding the provisions of this section, a contract may contain an annuity where those benefits are already contained in the existing contract between the employee and the district.
6. Contractual provisions regarding accumulation of sick leave and supplemental compensation for accumulated sick leave shall be consistent with N.J.S.A. 18A:30-3.5. Supplemental payment for accumulated sick leave shall be payable only at the time of retirement and shall not be paid to the individual's estate or beneficiaries in the event of the individual's death prior to retirement. Pursuant to N.J.S.A. 18A:30-3.2, a new Board of Education contract may include credit of unused sick leave in accordance with the new Board of Education's policy on sick leave credit for all employees.



# POLICY GUIDE

## WEYMOUTH TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION

1620/page 4 of 6

Administrative Employment Contracts

7. Contractual provisions regarding accumulation of unused vacation leave and supplemental compensation for accumulated unused vacation leave shall be consistent with N.J.S.A. 18A:30-9. Contractual provisions for payments of accumulated vacation leave prior to separation can be included but only for leave accumulated prior to June 8, 2007 and remaining unused at the time of payment. Supplemental payments for unused vacation leave accrued consistent with the provisions of N.J.S.A. 18A:30-9 after June 8, 2007 as well as unused vacation leave accumulated prior to June 8, 2007 that has not been paid, shall be payable at the time of separation and may be paid to the individual's estate or beneficiaries in the event of the individual's death prior to separation.
8. Contractual provisions that include a calculation of per diem for twelve month employees shall be based on a two hundred sixty day work year.
9. No provision for a merit bonus shall be made except where payment is contingent upon achievement of quantitative merit criterion and/or qualitative merit criterion:
  - a. A contract may include no more than three quantitative merit criteria and two qualitative merit criteria per contract year.
  - b. The Executive County Superintendent shall approve or disapprove the selection of quantitative merit and qualitative merit criteria and the data that forms the basis of measuring the achievement of quantitative merit and qualitative merit criteria.
  - c. A contract may provide for merit bonuses in an amount not exceeding 3.33 percent of annual salary for each quantitative merit criterion achieved and 2.5 percent of annual salary for each qualitative merit criterion achieved. Any such merit bonus shall be considered "extra compensation" for purpose of N.J.A.C. 17:3-4.1 and shall not be cumulative.



- d. The Board of Education shall submit to the Executive County Superintendent a resolution certifying that a quantitative merit criterion or a qualitative merit criterion has been satisfied and shall await confirmation of the satisfaction of that criterion from the Executive County Superintendent prior to payment of any merit bonus.
10. No provision for a bonus shall be made except where payment is contingent upon achievement of measurable specific performance objectives expressly contained in a contract approved pursuant to N.J.A.C. 6A:23A-3.1, where compensation is deemed reasonable relative to the established performance objectives and achievement of the performance objectives has been documented to the satisfaction of the Board of Education.
11. No provision for payment at the time of separation or retirement shall be made for work not performed except as otherwise authorized in N.J.A.C. 6A:23A-3.1 and N.J.S.A. 18A:7-8.1.
12. No contract shall include a provision for a monthly allowance except for a reasonable car allowance. A reasonable car allowance shall not exceed the monthly cost of the average monthly miles traveled for business purposes multiplied by the allowable mileage reimbursement pursuant to applicable law and regulation and New Jersey Office of Management and Budget (NJOMB) circulars. If such allowance is included, the employee shall not be reimbursed for business travel mileage nor assigned permanently a car for official district business. Any provision of a car for official district business must conform with N.J.A.C. 6A:23A-6.12 and be supported by detailed justification. No contract shall include a provision of a dedicated driver or chauffeur.
13. All Superintendent contracts shall include the required provision pursuant to N.J.S.A. 18A:17-15.1 which states that in the event the Superintendent's certificate is revoked, the contract is null and void.



# POLICY GUIDE

## WEYMOUTH TOWNSHIP BOARD OF EDUCATION

### ADMINISTRATION

1620/page 6 of 6

#### Administrative Employment Contracts

14. No contract shall include a provision for additional compensation upon the acquisition of a graduate degree unless the graduate degree is conferred by a regionally accredited college or university as defined in applicable regulations. No contract shall include a provision for assistance, tuition reimbursement, or additional compensation for graduate school coursework, unless the coursework culminates in the acquisition of a graduate degree conferred by a regionally accredited college or university as defined in applicable regulations.

The review and approval of an employment contract for the Superintendent of Schools shall not include maximum salary amounts pursuant to N.J.S.A. 18A:7-8.j.

Any actions by the Executive County Superintendent undertaken pursuant to N.J.S.A. 18A:7-8.1, N.J.A.C. 6A:23A-3.1, and this Policy may be appealed to the Commissioner of Education pursuant to the procedures set forth at N.J.A.C. 6A:3, Controversies and Disputes.

N.J.S.A. 18A:7-8; 18A:7-8.1; 18A:11-11  
N.J.A.C. 6A:23A-3.1; 6A:23A-7 et seq.

Adopted: October 25, 2018  
Revised: January 7, 2021



### 1631 RESIDENCY REQUIREMENT FOR PERSON HOLDING SCHOOL DISTRICT OFFICE, EMPLOYMENT, OR POSITION

Every person holding an office, employment, or position in a school district shall have his or her principal residence in New Jersey in accordance with the provisions of N.J.S.A. 52:14-7.

For the purpose of this Policy, “school district” means any local or regional school district established pursuant to Chapter 8 or Chapter 13 of Title 18A of the New Jersey Statutes and any jointure commission, county vocational school, county special services district, educational services commission, educational research and demonstration center, environmental education center, and educational information and resource center.

For the purpose of this Policy, a person may have at most one principal residence and the State of a person’s principal residence means the State where the person spends the majority of his or her nonworking time, which is most clearly the center of his or her domestic life, and which is designated as his or her legal address and legal residence for voting. Having a home in New Jersey is not significant enough by itself to meet the principal residence requirement of the law. The fact that a person is domiciled in New Jersey shall not by itself satisfy the requirement of principal residency.

A person, regardless of the office, employment, or position, who holds an office, employment, or position in the school district on September 1, 2011, but does not have his or her principal residence in New Jersey on September 1, 2011, shall not be subject to this residency requirement of N.J.S.A. 52:14-7 while the person continues to hold office, employment, or position without a break in public service of greater than seven days.

A person may request an exemption from the provisions of N.J.S.A. 52:14-7 on the basis of critical need or hardship. The request shall be made to a five-member committee established in accordance with the provisions of N.J.S.A. 52:14-7 to consider applications for such exemptions. The decision on whether to approve an application from any person shall be made by a majority vote of the members of the committee, and those voting in the affirmative shall so sign the approved application. If the committee fails to act on an application within thirty days after the receipt thereof, no exemption shall be granted and the residency requirement of N.J.S.A. 52:14-7 shall be operative.

Any person holding or attempting to hold an office, employment, or position in violation of N.J.S.A. 52:14-7 shall be considered as illegally holding or attempting to hold the office, employment, or position; however, the person shall have one year from the time of taking the office, employment, or position to satisfy the requirement of principal residency. If such person fails to satisfy the requirement of principal residency as defined in N.J.S.A. 52:14-7 after the



# POLICY

## WEYMOUTH TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION

1631/page 2 of 2

Residency Requirement for Person Holding School  
District Office, Employment, or Position

365-day period, that person shall be deemed unqualified for holding the office, employment, or position. The Superior Court shall, in a civil action in lieu of prerogative writ, give judgment of ouster against such person, upon the complaint of any officer or citizen of the State, provided that any such complaint shall be brought within one year of the alleged 365-day period of failure to have his or her principal residence in this State.

Notice of the residency requirements as outlined in N.J.S.A. 52:14-7 and this Policy should be provided to all existing persons holding office, employment, or a position in the school district and to candidates seeking to hold office, employment, or a position in the school district.

N.J.S.A. 52:14-7

Adopted: 25 October 2018



# REGULATION GUIDE WEYMOUTH TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION  
R 1642/page 1 of 13  
Earned Sick Leave Law  
Jan 21  
M

## R 1642 EARNED SICK LEAVE LAW

### A. Definitions Relative to Policy and Regulation 1642 and the New Jersey Earned Sick Leave Law (Act)

“Act” means the New Jersey Earned Sick Leave Law – N.J.S.A. 34:11D-1. through 34:11D-11.

“Benefit year” means the period of twelve consecutive months, July 1 through June 30, as established by an employer in which an employee shall accrue and use earned sick leave as provided pursuant to N.J.S.A. 34:11D-2, provided that once the starting date of the benefit year is established by the employer it shall not be changed unless the employer notifies the Commissioner of Labor and Workforce Development of the change in accordance with regulations promulgated pursuant to the Act. The Commissioner shall impose a benefit year on any employer the Commissioner determines is changing the benefit year at times or in ways that prevent the accrual or use of earned sick leave by an employee.

“Certified Domestic Violence Specialist” means a person who has fulfilled the requirements of certification as a Domestic Violence Specialist established by the New Jersey Association of Domestic Violence Professionals.

“Child” means a biological, adopted, or foster child, stepchild or legal ward of an employee, child of a domestic partner or civil union partner of the employee.

“Civil union” means a civil union as defined in N.J.S.A. 37:1-29.

“Commissioner” means the Commissioner of Labor and Workforce Development.

“Department” means the Department of Labor and Workforce Development.



# REGULATION GUIDE WEYMOUTH TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION  
R 1642/page 2 of 13  
Earned Sick Leave Law

“Designated domestic violence agency” means a county-wide organization with a primary purpose to provide services to victims of domestic violence, and which provides services that conform to the core domestic violence services profile as defined by the Division of Child Protection and Permanency in the Department of Children and Families and is under contract with the division for the express purpose of providing the services.

“Domestic or sexual violence” means stalking, any sexually violent offense, as defined in N.J.S.A. 30:4-27.26, or domestic violence as defined in N.J.S.A. 2C:25-19, and N.J.S.A. 17:29B-16.

“Domestic partner” means a domestic partner as defined in N.J.S.A. 26:8A-3.

“Employee” means, for the purposes of Policy and Regulation 1642, an individual engaged in service for compensation to a local school district, regional school district, county vocational school, or charter school of the State who is not provided with sick leave with full pay pursuant to N.J.S.A. 18A:30-2 or any other law, rule, or regulation of New Jersey and is eligible to accrue earned sick leave in accordance with the requirements of the Act.

“Employer” means, for the purposes of Policy and Regulation 1642, a local school district, regional school district, county vocational school, or charter school of the State who does not provide sick leave with full pay to an employee pursuant to N.J.S.A. 18A:30-2 or any other law, rule, or regulation of New Jersey and is required to comply with the requirements of the Act.

“Family member” means a child, grandchild, sibling, spouse, domestic partner, civil union partner, parent, or grandparent of an employee, or a spouse, domestic partner, or civil union partner of a parent or grandparent of an employee, or a sibling of a spouse, domestic partner, or civil union partner of the employee, or any other individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship.

“Health care professional” means any person licensed under Federal, State, or local law, or the laws of a foreign nation, to provide health care services, or any other person who has been authorized to provide health care by a licensed health care professional, including but not limited to doctors, nurses, and emergency room personnel.





# REGULATION GUIDE WEYMOUTH TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION  
R 1642/page 3 of 13  
Earned Sick Leave Law

“Parent” means a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or of the employee’s spouse, domestic partner, or civil union partner, or a person who stood in loco parentis of the employee or the employee’s spouse, domestic partner, or civil union partner when the employee, spouse or partner was a minor child.

“Retaliatory personnel action” means denial of any right guaranteed under the Act and any threat, discharge, including a constructive discharge, suspension, demotion, unfavorable reassignment, refusal to promote, disciplinary action, sanction, reduction of work hours, reporting or threatening to report the actual or suspected immigrant status of an employee or the employee’s family, or any other adverse action against an employee.

“Sibling” means a biological, foster, or adopted sibling of an employee.

“Spouse” means a husband or wife.

## B. Provision of Earned Sick Leave – N.J.S.A. 34:11D-2

1. The employer shall provide earned sick leave in accordance with the Act for each employee working for the employer.
2. For every thirty hours worked, the employee shall accrue one hour of earned sick leave. The employer will not provide an employee their full complement of earned sick leave for a benefit year as required under N.J.S.A. 34:11D-2 on the first day of each benefit year in accordance with the Act.
3. The employer will not permit the employee to accrue or use in any benefit year, or carry forward from one benefit year to the next, more than forty hours of earned sick leave.
  - a. Unless the employee has accrued earned sick leave prior to October 29, 2018, the earned sick leave shall begin to accrue on October 29, 2018 for any employee who is hired and commences employment before October 29, 2018 and the employee shall be eligible to use the earned sick leave beginning on February 26, 2019 after the employee commences employment.



# REGULATION GUIDE WEYMOUTH TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION  
R 1642/page 4 of 13  
Earned Sick Leave Law

- b. If the employee's employment commences after October 29, 2018, the earned sick leave shall begin to accrue upon the date that employment commences. The employee shall be eligible to use the earned sick leave beginning on the 120<sup>th</sup> calendar day after the employee commences employment.
4. The employer shall be in compliance with N.J.S.A. 34:11D-2 if the employer offers paid time off to an employee, which is fully paid and shall include, but is not limited to personal days, vacation days, and sick days, and may be used for the purposes of N.J.S.A. 34:11D-3 in the manner provided by the Act, and is accrued at a rate equal to or greater than the rate described in N.J.S.A. 34:11D-2.
5. The employer shall pay the employee for earned sick leave at the same rate of pay with the same benefits as the employee normally earns, except that the pay rate shall not be less than the minimum wage required for the employee pursuant to N.J.S.A. 34:11-56a4.
6. Upon the mutual consent of the employee and employer, an employee may voluntarily choose to work additional hours or shifts during the same or following pay period, in lieu of hours or shifts missed, but shall not be required to work additional hours or shifts or use accrued earned sick leave. The employer may not require, as a condition of an employee using earned sick leave, that the employee search for or find a replacement worker to cover the hours during which the employee is using earned sick leave.
7. If an employee is transferred to a separate division, entity, or location, but remains employed by the same employer, then the employee shall be entitled to all earned sick leave accrued at the prior division, entity, or location, and shall be entitled to use the accrued earned sick leave as provided in the Act.



# REGULATION GUIDE WEYMOUTH TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION  
R 1642/page 5 of 13  
Earned Sick Leave Law

8. If an employee is terminated, laid off, furloughed, or otherwise separated from employment with the employer, any unused accrued earned sick leave shall be reinstated upon the re-hiring or reinstatement of the employee to that employment, within six months of termination, being laid off or furloughed, or separation, and prior employment with the employer shall be counted towards meeting the eligibility requirements set forth in N.J.S.A. 34:11D-2.
9. The employer may choose the increments in which its employees may use earned sick leave, provided that the largest increment of earned sick leave an employee may be required to use for each shift for which earned sick leave is used shall be the number of hours the employee was scheduled to work during that shift.

## C. Permitted Usage of Earned Sick Leave – N.J.S.A. 34:11D-3

1. The employer shall permit an employee to use the earned sick leave accrued pursuant to the Act for any of the following:
  - a. Time needed for diagnosis, care, or treatment of, or recovery from, an employee’s mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee;
  - b. Time needed for the employee to aid or care for a family member of an employee during diagnosis, care, or treatment of, or recovery from, the family member’s mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member;
  - c. Absence necessary due to circumstances resulting from the employee, or a family member of an employee, being a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member: medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence; services from a designated domestic violence agency or other victim services organization; psychological or other counseling; relocation; or legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence;



# REGULATION GUIDE WEYMOUTH TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION

R 1642/page 6 of 13

Earned Sick Leave Law

- d. Time during which the employee is not able to work because of:
- (1) A closure of the employee's workplace, or the school or place of care of a child of an employee, by order of a public official or because of a state of emergency declared by the Governor of New Jersey, due to an epidemic or other public health emergency;
  - (2) The declaration of a state of emergency by the Governor of New Jersey, or the issuance by a health care provider or the New Jersey Commissioner of Health or other public health authority of a determination that the presence in the community of the employee, or a member of the employee's family in need of care by the employee, would jeopardize the health of others;
  - (3) A state of emergency declared by the Governor of New Jersey, or upon the recommendation, direction, or order of a healthcare provider or the New Jersey Commissioner of Health or other authorized public official, the employee undergoes isolation or quarantine, or cares for a family member in quarantine, as a result of suspected exposure to a communicable disease and a finding by the provider or authority that the presence in the community of the employee or family member would jeopardize the health of others; or
- e. Time needed by the employee in connection with a child of the employee to attend a school-related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.



# REGULATION GUIDE WEYMOUTH TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION  
R 1642/page 7 of 13  
Earned Sick Leave Law

2. If an employee's need to use earned sick leave is foreseeable, the employer will require advance notice, not to exceed seven calendar days prior to the date the leave is to begin, of the intention to use the leave and its expected duration, and shall make a reasonable effort to schedule the use of earned sick leave in a manner that does not unduly disrupt the operations of the employer. If the reason for the leave is not foreseeable, the employer will require an employee to give notice of the intention as soon as practicable, if the employer has notified the employee of this requirement.
  - a. The employer may prohibit employees from using foreseeable earned sick leave on certain dates provided reasonable notice of these dates is provided to employees and the employer will require reasonable documentation if sick leave that is not foreseeable is used during those dates.
  - b. For earned sick leave of three or more consecutive days, the employer will require reasonable documentation that the leave is being taken for the purpose permitted under N.J.S.A. 34:11D-3.a. and C.1. above.
  - c. If the leave is permitted under N.J.S.A. 34:11D-3.a.(1) and C.1.a. above or N.J.S.A. 34:11D-3.a.(2) and C.1.b. above, documentation signed by a health care professional who is treating the employee or the family member of the employee indicating the need for the leave and, if possible, number of days of leave, shall be considered reasonable documentation.
  - d. If the leave is permitted under N.J.S.A. 34:11D-3.a.(3) and C.1.c. above because of domestic or sexual violence, any of the following shall be considered reasonable documentation of the domestic or sexual violence: medical documentation; a law enforcement agency record or report; a court order; documentation that the perpetrator of the domestic or sexual violence has been convicted of a domestic or sexual violence offense; certification from a certified Domestic Violence Specialist or a representative of a designated domestic violence agency or other victim services organization; or other documentation or certification provided by a social worker, counselor,



# REGULATION GUIDE WEYMOUTH TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION  
R 1642/page 8 of 13  
Earned Sick Leave Law

member of the clergy, shelter worker, health care professional, attorney, or other professional who has assisted the employee or family member in dealing with the domestic or sexual violence.

- e. If the leave is permitted under N.J.S.A. 34:11D-3.a.(4) and C.1.d. above, a copy of the order of the public official or the determination by the health authority shall be considered reasonable documentation.
  - f. If the leave is permitted under N.J.S.A. 34:11D-3.a.(5) and C.1.e. above, tangible proof of the reasons outlined in N.J.S.A. 34:11D-3.a.(5) and C.1.e. above shall be considered reasonable documentation.
3. Nothing in the Act shall be deemed to require the employer to provide earned sick leave for an employee's leave for purposes other than those identified in N.J.S.A. 34:11D-3, or prohibit the employer from taking disciplinary action against an employee who uses earned sick leave for purposes other than those identified in N.J.S.A. 34:11D-3.
  4. The employer will not pay an employee for unused earned sick leave at the end of the benefit year pursuant to N.J.S.A. 34:11D-3.c.
  5. Unless the employer's policy or a collective bargaining agreement provides for the payment of accrued earned sick leave upon termination, resignation, retirement, or other separation from employment, an employee shall not be entitled under N.J.S.A. 34:11D-3 to payment of unused earned sick leave upon the separation from employment.
  6. Any information the employer possesses regarding the health of an employee or any family member of the employee or domestic or sexual violence affecting an employee or employee's family member shall be treated as confidential and not disclosed except to the affected employee or with the written permission of the affected employee.



# REGULATION GUIDE WEYMOUTH TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION  
R 1642/page 9 of 13  
Earned Sick Leave Law

D. Retaliation, Discrimination Prohibited – N.J.S.A. 34:11D-4 and N.J.S.A. 34:11D-12

1. No employer shall take retaliatory personnel action or discriminate against an employee who accrues sick leave under the Act because the employee requests or uses earned sick leave either in accordance with the Act or the employer's own earned sick leave policy for employees covered under the Act. Any complaints alleging a violation of the Act shall be filed in accordance with the provisions of N.J.S.A. 34:11D-4.
  - a. The employer shall not count earned sick leave taken under the Act as an absence that may result in the employee being subject to discipline, discharge, demotion, suspension, a loss or reduction of pay, or any other adverse action.
2. There shall be a rebuttable presumption of an unlawful retaliatory personnel action under N.J.S.A. 34:11D-4 whenever the employer takes adverse action against an employee within ninety days of when that employee:
  - a. Files a complaint with the Department or a court alleging a violation of any provision of N.J.S.A. 34:11D-4;
  - b. Informs any person about the employer's alleged violation of N.J.S.A. 34:11D-4;
  - c. Cooperates with the Department or other persons in the investigation or prosecution of any alleged violation of N.J.S.A. 34:11D-4;
  - d. Opposes any policy, practice, or act that is unlawful under N.J.S.A. 34:11D-4; or
  - e. Informs any person of his or her rights under N.J.S.A. 34:11D-4.
3. Protections of N.J.S.A. 34:11D-4 shall apply to any person who mistakenly but in good faith alleges violations of the Act.



# REGULATION GUIDE WEYMOUTH TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION  
R 1642/page 10 of 13  
Earned Sick Leave Law

4. Any violator of the provisions of N.J.S.A. 34:11D-4 shall be subject to relevant penalties and remedies provided by the “New Jersey State Wage and Hour Law,” N.J.S.A. 34:11-56a et seq., including the penalties and remedies provided by N.J.S.A. 34:11-56a24, and relevant penalties and remedies provided by N.J.S.A. 2C:40A-2, for discharge or other discrimination.
  5. The employer shall not, during the Public Health Emergency and State of Emergency declared by the Governor of New Jersey in Executive Order 103 of 2020 concerning the coronavirus disease 2019 pandemic, terminate or otherwise penalize an employee if the employee requests or takes time off from work based on the written or electronically transmitted recommendation of a medical professional licensed in New Jersey that the employee take that time off for a specified period of time because the employee has, or is likely to have, an infectious disease, as defined in N.J.S.A. 26:13-2, which may infect others at the employee’s workplace.
    - a. The employer shall not, following that specified period of time as per D.5. above, refuse to reinstate the employee to employment in the position held when the leave commenced with no reduction in seniority, status, employment benefits, pay, or other terms and conditions of employment.
- E. Violations; Remedies, Penalties, Other Measures – N.J.S.A. 34:11D-5
1. Any failure of the employer to make available or pay earned sick leave as required by the Act, or any other violation of the Act, shall be regarded as a failure to meet the wage payment requirements of the “New Jersey State Wage and Hour Law,” N.J.S.A. 34:11-56a et seq., or other violation of the New Jersey State Wage and Hour Law, as the case may be, and remedies, penalties, and other measures provided by the New Jersey State Wage and Hour Law, N.J.S.A. 34:11-58, and N.J.S.A. 2C:40A-2 for failure to pay wages or other violations of the New Jersey State Wage and Hour Law shall be applicable, including, but not limited to, penalties provided pursuant to N.J.S.A. 34:11-56a22 and 34:11-56a24, and





# REGULATION GUIDE WEYMOUTH TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION  
R 1642/page 11 of 13  
Earned Sick Leave Law

civil actions by employees pursuant to N.J.S.A. 34:11-56a25, except that an award to an employee in a civil act shall include, in addition to the amount provided pursuant to N.J.S.A. 34:11-56a25, any actual damages suffered by the employee as the result of the violation plus an equal amount of liquidated damages.

## F. Retention of Records, Access – N.J.S.A. 34:11D-6

1. The employer shall retain records documenting hours worked by employees and earned sick leave accrued/advanced, used, paid, and paid out and carried over by/to employees, for a period of five years, and shall, upon demand, allow the Department access to those records to monitor compliance with the requirements of the Act.
  - a. If an employee makes a claim the employer has failed to provide earned sick leave required by the Act and the employer has not maintained or retained adequate records documenting hours worked by the employee and earned sick leave taken by the employee or does not allow the Department access to the records, it shall be presumed the employer has failed to provide the earned sick leave, absent clear and convincing evidence otherwise.
2. In addition, the penalties provided by the “New Jersey State Wage and Hour Law,” N.J.S.A. 34:11-56a et seq. for violations of the requirements of the New Jersey State Wage and Hour Law regarding the maintaining and disclosure of records shall apply to violations of the requirements of N.J.S.A. 34:11D-6.

## G. Notification to Employees – N.J.S.A. 34:11D-7

1. The employer shall provide notification, in a form issued by the Commissioner, to employees of their rights under the Act, including the amount of earned sick leave to which they are entitled and the terms of its use and remedies provided by the Act to employees if the employer fails to provide the required benefits or retaliates against employees exercising their rights under the Act.



# REGULATION GUIDE WEYMOUTH TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION  
R 1642/page 12 of 13  
Earned Sick Leave Law

- a. The employer shall conspicuously post the notification in a place or places accessible to all employees in each of the employer's workplaces.
- b. The employer shall also provide each employee with a written copy of the notification: not later than thirty days after the form of the notification is issued; at the time of the employee's hiring, if the employee is hired after the issuance; and at any time, when first requested by the employee.
- c. The Commissioner shall make the notifications available in English, Spanish, and any other language that the Commissioner determines is the first language of a significant number of workers in the State and the employer shall use the notification in English, Spanish, or any other language for which the Commissioner has provided notifications and which is the first language of a majority of the employer's workforce.

## H. Provisions Preemptive; Construction of Act – N.J.S.A. 34:11D-8

1. No provision of the Act, or any regulations promulgated to implement or enforce the Act, shall be construed as:
  - a. Requiring the employer to reduce, or justifying the employer in reducing, rights or benefits provided by the employer pursuant to the employer's policy or a collective bargaining agreement which are more favorable to employees than those required by the Act or which provide rights or benefits to employees not covered by the Act;
  - b. Preventing or prohibiting the employer from agreeing, through a collective bargaining agreement or employer policy, to provide rights or benefits which are more favorable to employees than those required by the Act or to provide rights or benefits to employees not covered by the Act;



# REGULATION GUIDE WEYMOUTH TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION  
R 1642/page 13 of 13  
Earned Sick Leave Law

- c. Prohibiting the employer from establishing a policy whereby an employee may donate unused accrued earned sick leave to another employee or other employees; or
    - d. Superseding any law providing collective bargaining rights for employees, or in any way reducing, diminishing, or adversely affecting those collective bargaining rights, or in any way reducing, diminishing, or affecting the obligations of the employer under those laws.
  2. Employees or employee representatives may waive the rights or benefits provided under the Act during the negotiation of a collective bargaining agreement.
  3. With respect to employees covered by a collective bargaining agreement in effect on October 29, 2018, no provision of the Act shall apply until the stated expiration of the collective bargaining agreement.
- I. Severability – N.J.S.A. 34:11D-9
  1. The provisions of the Act shall be deemed to be severable and if any section, subsection, paragraph, sentence or other part of the Act is declared to be unconstitutional, or the applicability thereof to any person is held invalid, the remainder of the Act shall not thereby be deemed to be unconstitutional or invalid.

Adopted: October 25, 2018  
Revised: April 22, 2021



ADMINISTRATION  
1648/page 1 of 9  
Restart and Recovery Plan  
Aug 20  
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## 1648 RESTART AND RECOVERY PLAN

On June 26, 2020, the New Jersey Department of Education (NJDOE) published “The Road Back – Restart and Recovery Plan for Education” (Guidance), a guidance document for reopening New Jersey schools during the COVID-19 pandemic. The Guidance provided school officials with the information necessary to ensure that schools reopen safely and are prepared to accommodate staff and students’ unique needs during these unprecedented times. The NJDOE required school districts in the State to develop, in collaboration with community stakeholders, a “Restart and Recovery Plan” (Plan) to reopen schools that best fits the district’s local needs.

The Guidance requires the Board of Education to adopt certain policies and the Board adopts Policy 1648 to address those policy requirements in the Guidance. Policy 1648 shall only be effective through the current COVID-19 pandemic and will take precedence over any existing Policy on the same or similar subject, unless determined otherwise by the Superintendent.

### A. NJDOE Guidance – Key Subject Area 1 – Conditions for Learning

#### 1. Transportation

a. If the school district is providing transportation services on a school bus, a face covering must be worn by all students upon entering the school bus unless doing so would inhibit the student’s health. It is necessary to acknowledge that enforcing the use of face coverings may be impractical for young children or individuals with disabilities. Exceptions to the face covering requirements shall be those outlined in A.2.d. below:

(1) Accommodations for students who are unable to wear a face covering should be addressed according to that student’s particular need and in accordance with all applicable laws and regulations.

b. The school district shall use best practices for cleaning and disinfecting district-owned school buses and other transportation vehicles in accordance with A.3. below.



ADMINISTRATION

1648/page 2 of 9

Restart and Recovery Plan

- c. District-employed school bus drivers and aides on district-owned school buses shall practice all safety actions and protocols as indicated for other school staff.
  - d. If the school district is using contracted transportation services, the contractor shall ensure all Board of Education safety actions and protocols are followed by the contractor and its employees and/or its agents.
2. Screening, Personal Protective Equipment (PPE), and Response to Students and Staff Presenting Symptoms
- a. The school district shall screen students and employees upon arrival to a school building or work location for COVID-19 symptoms and a history of exposure.
    - (1) School staff must visually check students and employees for symptoms upon arrival (which may include temperature checks) and/or confirm with families that students are free of COVID-19 symptoms.
    - (2) Health checks must be conducted safely and respectfully, and in accordance with any applicable privacy laws and regulations.
    - (3) Results must be documented when signs/symptoms of COVID-19 are observed.
    - (4) The screening protocol will take into account students and employees with disabilities and accommodations that may be needed in the screening process for those students and employees.
    - (5) Students and employees with symptoms related to COVID-19 must be safely and respectfully isolated from others.
    - (6) If the school district becomes aware that an individual who has spent time in a school district facility tests positive for COVID-19, district officials must immediately notify local health officials, staff, and families of a confirmed case while maintaining confidentiality.



ADMINISTRATION

1648/page 3 of 9

Restart and Recovery Plan

- b. School staff and visitors are required to wear face coverings unless doing so would inhibit the individual's health or the individual is under two years of age.
  - (1) If a visitor refuses to wear a face covering for non-medical reasons and if such covering cannot be provided to the individual at the point of entry, the visitor's entry to the school/district facility may be denied.
- c. Students are required to wear face coverings, unless doing so would inhibit the student's health. It is necessary to acknowledge that enforcing the use of face coverings may be impractical for young children or individuals with disabilities.
  - (1) Accommodations for students who are unable to wear a face covering should be addressed according to that student's need and in accordance with all applicable laws and regulations.
- d. Exceptions to the Requirement for Face Coverings
  - (1) Doing so would inhibit the individual's health.
  - (2) The individual is in extreme heat outdoors.
  - (3) The individual is in water.
  - (4) A student's documented medical condition, or disability as reflected in an Individualized Education Program (IEP), precludes the use of a face covering.
  - (5) The student is under the age of two, due to the risk of suffocation.
  - (6) During the period a student is eating or drinking.
  - (7) Face coverings should not be placed on anyone who has trouble breathing or is unconscious, or anyone who is incapacitated or otherwise unable to remove the face covering without assistance (e.g. face coverings should not be worn by Pre-K students during nap time).



- (8) The student is engaged in high intensity aerobic or anaerobic activities.
- (9) Face coverings may be removed during gym and music classes when individuals are in a well-ventilated location and able to maintain a physical distance of six feet apart.
- (10) When wearing a face covering creates an unsafe condition in which to operate equipment or execute a task.

### 3. Facilities Cleaning Practices

- a. The school district must continue to adhere to existing required facilities cleaning practices and procedures and any new specific requirements of the local health department as they arise.
- b. A procedure manual must be developed to establish cleaning and disinfecting schedules for schools and school equipment, targeted areas to be cleaned, and methods and materials to be used.

### 4. Wraparound Supports

#### a. Mental Health Supports

The school district's approach to student mental health supports will be affected by the learning environment in place at the beginning of the school year. If in-person instruction is not feasible, the district must find other ways to assess and monitor students' mental health.

### 5. Contact Tracing

- a. Upon notification that a resident has tested positive for COVID-19, the local health department will call the school district to determine close contacts to whom they may have spread the virus, where close contact is defined as being within six feet for a period of at least ten minutes.



ADMINISTRATION

1648/page 5 of 9

Restart and Recovery Plan

- b. The school district shall assist the local health department in conducting contact tracing activities, including ongoing communication with the identified individual and/or their contacts.
- c. The school district shall ensure adequate information and training is provided to the staff as necessary to enable staff to carry out responsibilities assigned to them.
- d. A staff liaison(s) shall be designated by the Superintendent or designee and shall be responsible for providing notifications and carrying out other components that could help ensure notifications are carried out in a prompt and responsible manner.
- e. School districts shall allow staff, students, and families to self-report symptoms and/or suspected exposure.

B. NJDOE Guidance – Key Subject Area 2 – Leadership and Planning

1. Scheduling

- a. The school district's Plan must account for resuming in-person instruction and shall provide steps to shift back to virtual learning models if circumstances change and in-person instruction guidelines can no longer be followed.
- b. The school district's Plan accommodates opportunities for both synchronous and asynchronous instruction, while ensuring requirements for a 180-day school year are met.
- c. The school district recognizes special populations will require unique considerations to ensure the continuity of learning as well as the health and safety of students and staff within the least restrictive environment.
  - (1) Special Education and English Language Learners (ELL)





ADMINISTRATION

1648/page 6 of 9

Restart and Recovery Plan

- (a) The school district shall provide educators with professional development to best utilize the accessibility features and accommodations tools made available through technology-based formats in accordance with this Policy.
- (b) The school district shall continue to ensure students receive individualized supports that meet the requirements of the IEP and 504 Plans.

2. Staffing

- a. The school district shall comply with all applicable employment laws when making staffing and scheduling requirements, including, but not limited to, the Americans Disabilities Act (ADA), the Health Insurance Portability and Accountability Act (HIPPA), and all applicable State laws.
- b. As the school district adjusts schedules, teaching staff members must maintain quality instruction for students pursuant to the minimum requirements set forth in NJDOE regulation.

C. NJDOE Guidance – Key Subject Area 3 – Policy and Funding

1. School Funding

a. Purchasing

The school district may likely need to purchase items not needed in the past and may experience increased demand for previously purchased goods and services to implement the Plan. The school district shall continue to comply with the provisions of the “Public School Contracts Law”, N.J.S.A. 18A:18A-1 et seq.



ADMINISTRATION

1648/page 7 of 9

Restart and Recovery Plan

b. Use of Reserve Accounts, Transfers, and Cashflow

The school district shall apply for the approval from the Commissioner of Education, prior to performing certain budget actions, such as withdrawing from the emergency reserve account or making transfers that cumulatively exceed ten percent of the amount originally budgeted.

c. Costs and Contracting

The school district shall follow all New Jersey State laws and regulations applicable to local school districts for purchasing when procuring devices and connectivity or any technology related item.

D. NJDOE Guidance – Key Subject Area 4 – Continuity of Learning

1. Ensuring the Delivery of Special Education and Related Services to Students with Disabilities

a. The school district shall continue to meet their obligations to students with disabilities to the greatest extent possible.

2. Professional Learning

a. The school district shall prepare and support teaching staff members in meeting the social, emotional, health, and academic needs of all students throughout the implementation of the Plan.

(1) Professional Learning

(a) The school district shall grow each teaching staff member's professional capacity to deliver developmentally appropriate standards-based instruction remotely.

(2) Mentoring and Induction

(a) The school district shall ensure:



ADMINISTRATION

1648/page 8 of 9

Restart and Recovery Plan

- (i) All novice provisional teachers new to the district be provided induction;
  - (ii) One-to-one mentoring is provided to novice provisional teachers by qualified mentors;
  - (iii) Mentors can provide sufficient support and guidance to novice provisional teachers working in a remote environment;
  - (iv) Mentoring is provided in both hybrid and fully remote learning environments and that mentors and provisional teachers will agree upon scheduling, structure, and communication strategies they will use to maintain the mentoring experience; and
  - (v) The use of online collaborative tools for school staff to remain connected to other mentors, new teachers, and administrators to maintain a sense of communal support.
- (3) Evaluation
- (a) The school district has considered the requirements and best practices with provisional status teachers, nontenured educators, and those on Corrective Action Plans (including extra observations, extra observers, assuring more frequent feedback and face-to-face).



ADMINISTRATION  
1648/page 9 of 9  
Restart and Recovery Plan

3. Career and Technical Education (CTE)
  - a. The school district shall implement innovative learning models for new learning environments regarding CTE.
  - b. Quality CTE Programs  

The school district shall ensure students have access to appropriate industry-recognized, high-value credentials.
  - c. Work-Based Learning  

The school district will ensure students are provided the opportunity to participate in safe work-based learning, either remotely (simulations, virtual tours, etc.) or in-person.

New Jersey Department of Education “The Road Back – Restart and Recovery Plan for Education”  
Memorandum – New Jersey Governor and Department of Education – Conditions for Learning – Health and Safety – August 3, 2020

Adopted: October 25, 2018  
Revised: January 7, 2021

## Appendices

The provisions of the attached Appendices C, E, F, G, K, N, and O and the district’s Restart and Recovery Plan posted on the district website are included in Policy 1648.



ADMINISTRATION

1648.02/page 1 of 8

Remote Learning Options for Families

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## 1648.02 REMOTE LEARNING OPTIONS FOR FAMILIES

On July 24, 2020, the New Jersey Governor and the Commissioner of Education published a supplemental guidance document titled “Clarifying Expectations Regarding Fulltime Remote Learning Options for Families 2020-2021” as a result of the COVID-19 pandemic. This supplemental guidance includes an additional “anticipated minimum standard,” as this phrase is used throughout “The Road Back: Restart and Recovery Plan for Education” (NJDOE Guidance). This additional “anticipated minimum standard” provides that, in addition to the methods and considerations explicitly referenced in the NJDOE Guidance for scheduling students for in-person, remote, or hybrid learning, families/guardians (hereinafter referred to as “parents”) may submit, and school district shall accommodate, to the best of their abilities and resources, requests for full-time remote learning.

Requests for full-time remote learning may include any service or combination of services that would otherwise be delivered to students on an in-person schedule, which may be a hybrid schedule, such as instruction, behavioral and support services, special education, and related services. A parent may request some services be delivered entirely remotely, while other services follow the same schedule they otherwise would according to the provisions in the school district’s Restart and Recovery Plan (Plan) and Policy 1648.

A parent may contact the Principal or designee of the building the student would attend with any questions on: a request to transition from in-person services to full-time remote learning; a request to transition from full-time remote learning to in-person services; the procedures of this Policy; and/or any other information regarding the school district’s Plan and Policy 1648.

To ensure clarity and consistency in implementation of full-time remote learning, the Board of Education adopts this Policy that addresses the following:

- A. Unconditional Eligibility for Full-time Remote Learning
  - 1. All students are eligible for full-time remote learning.



ADMINISTRATION

1648.02/page 2 of 8

Remote Learning Options for Families

- a. Eligibility for full-time remote learning cannot be conditioned on a parent demonstrating a risk of illness or other selective criteria.
- b. Unconditional eligibility for full-time remote learning includes students with disabilities who attend in-district schools or receiving schools (county special services school districts, educational services commissions, jointure commissions, Katzenbach School for the Deaf, regional day schools, college operated programs, and approved private schools for students with disabilities).

## B. Procedures for Submitting Full-time Remote Learning Requests

1. A parent may request a student receive full-time remote learning from the school district by submitting a written request to the Principal of the school building their child would attend. The written request shall be provided to the Principal at least ten (10) calendar days before the student is eligible to commence full-time remote learning in accordance with B.2. below.
2. The student may only begin full-time remote learning  
 at the beginning of the school year.  
 at the beginning of a marking period.  
 at the beginning of a mid-year semester.  
 within \_\_\_\_\_ school days after receiving written approval of the Principal or designee.
3. The written request for the student to receive full-time remote learning shall include:
  - a. The student's name, school, and grade;
  - b. The technology the student will be using to receive full-time remote learning, including the student's connectivity capabilities;



- c. A request for any service or combination of services that would otherwise be delivered to the student on an in-person or hybrid schedule, such as instruction, behavioral and support services, special education, and related services;
  - d. For students with disabilities, the school district staff will determine if an Individualized Education Plan (IEP) meeting or an amendment to a student's IEP is needed for full-time remote learning; and
  - e. Any additional information the Principal or designee requests to ensure the student, when receiving remote learning, will receive the same quality and scope of instruction and other educational services as any other student otherwise participating in school district programs.
    - (1) The documentation required by the school district to be provided in the parent's request for full-time remote learning shall not exclude any students from the school district's full-time remote learning option, but rather be limited to the minimum information needed to ensure proper recordkeeping and implementation of successful remote learning.
4. Upon receiving the written request, the Principal or designee may request additional information from the parent to assist the Principal or designee in providing the student the same quality and scope of instruction and other educational services as any other student otherwise participating in school district programs.
5. The Principal or designee will review the written request and upon satisfaction of the procedures outlined in this Policy, the Principal or designee will provide written approval of the parent's request for full-time remote learning.
- a. In the event the request does not satisfy the procedures outlined in this Policy, the Principal or designee will notify the parent in writing of the issues that need to be addressed by the parent to satisfy the procedures outlined in this Policy.



6. The Principal's written approval of the request shall be provided to the parent within ten (10) calendar days of receiving the parent's written request.
  - a. The written approval will include the date the remote learning program will commence for the student in accordance with B.2. above.
- C. Scope and Expectations of Full-Time Remote Learning
  1. The scope and expectations of the school district's full-time remote learning program will include, but not be limited to, the following:
    - a. The length of the school day pursuant to N.J.A.C. 6A:32-8.3 and compliance with the Board's Attendance Policy and Regulation 5200; the provisions of the district's remote learning program outlined in the school district's Plan; and any other Board policies and regulations that govern the delivery of services to, and district expectations of, students participating in the remote learning program and their families;
    - b. The technology and the connectivity options to be used and/or provided to the student during remote learning; and
    - c. Any additional information the Principal or designee determines is needed to ensure the student, when receiving remote learning, will receive the same quality and scope of instruction and other educational services as any other student otherwise participating in school district programs (i.e. students participating in a hybrid model).
      - (1) This includes, for example, access to standards-based instruction of the same quality and rigor as afforded all other students of the district, the district making its best effort to ensure that every student participating in remote learning has access to the requisite educational technology, and the provision of special education and related services to the greatest extent possible.





- d. The school district will endeavor to provide supports and resources to assist parents, particularly those of younger students, with meeting the expectations of the school district's remote learning option.
- D. Procedures to Transition from Full-Time Remote Learning to In-Person Services
1. A parent may request their student transition from full-time remote learning to in-person services, if in-person services are being provided, by submitting a written request to the Principal of the building the student will attend. This request must be submitted at least fourteen (14) calendar days before the student is eligible for in-person services.
  2. A student is only eligible to transition from full-time remote learning to in-person services commencing
    - \_\_\_ at the beginning of the school year.
    - X at the beginning of a marking period.
    - \_\_\_ at the beginning of a mid-year semester.
    - \_\_\_ within \_\_\_ school days after receiving written approval of the Principal or designee.
  3. The written request from the parent for the student to transition from full-time remote learning to in-person services shall include:
    - a. The student's name, school, and grade;
    - b. The in-person program may only commence for a student transitioning from full-time remote learning to in-person services in accordance with D.2. above; and
    - c. Any additional information the Principal or designee determines would be important on the student's transition from full-time remote learning to in-person services.



4. A student previously approved for remote learning wanting to transition into the school district's in-person program must spend at least
  - X one marking period in remote learning before being eligible to transition into the school district's in-person program.
  - \_\_\_\_\_ one semester (1/2 school year) in remote learning before being eligible to transition into the school district's in-person program.
  - \_\_\_\_\_ \_\_\_\_\_ school days in remote learning before being eligible to transition into the school district's in-person program.]
  - a. This will allow parents to make the arrangements needed to effectively serve students' home learning needs and will support educators in ensuring continuity of instruction for the student.
5. The Principal or designee will review the request for compliance with this Policy, and upon satisfaction of the procedures in this Policy, will provide the parent of the student a written approval of the student entering the school district's in-person program.
  - a. In the event the request does not satisfy the procedures outlined in this Policy, the Principal or designee will notify the parent in writing of the issues that need to be addressed by the parent to satisfy the procedures outlined in this Policy.
6. Upon approval of the student's transition from full-time remote learning to in-person services, the school district will provide specific student and academic services to better assist parents anticipate their student's learning needs and help educators maintain continuity of services.
7. School districts that offer Pre-K will consult their Pre-K curriculum providers regarding appropriate measures to assess a Pre-K student's learning progress during the transition from full-time remote learning to in-person learning.



E. Reporting

1. To evaluate full-time remote learning, and to continue providing meaningful guidance for school districts, it will be important for the New Jersey Department to Education (NJDOE) to understand the extent and nature of demand for full-time remote learning around the State.
  - a. The school district will be expected to report to the NJDOE data regarding participation in full-time remote learning. Data will include the number of students participating in full-time remote learning by each of the following subgroups: economically disadvantaged; major racial and ethnic groups; students with disabilities; and English learners.

F. Procedures for Communicating District Policy with Families

1. The school district will have clear and frequent communication with parents, in their home language, to help ensure this important flexibility is as readily accessible as possible. Communication must include, at a minimum, information regarding:
  - a. Summaries of, and opportunities to review, the school district's full-time remote learning Policy/Plan;
  - b. Procedures for submitting full-time remote learning requests in accordance with B. above;
  - c. Scope and expectations of full-time remote learning in accordance with C. above;
  - d. The transition from full-time remote learning to in-person services and vice-versa in accordance with B. and D. above; and
  - e. The school district's procedures for ongoing communication with families and for addressing families' questions or concerns.



G. Home or Out-of-School Instruction

1. No provision of this Policy supersedes the district's requirements to provide home or out-of-school instruction for the reasons outlined in N.J.S.A. 18A, N.J.A.C. 6A, or any applicable Board policy unless determined otherwise by the Superintendent or designee.

[See the District's Restart and Recovery Plan – Appendix Q for the protocols/procedures for “Remote Learning Options for Families” which is outlined in the school district's Restart and Recovery Plan.]

New Jersey Department of Education Guidance Document:  
“Clarifying Expectations Regarding Fulltime Remote Learning  
Options for Families 2020-2021”

Adopted: January 7, 2021



ADMINISTRATION

1648.03/page 1 of 3

Restart and Recovery Plan – Full-Time

Remote Instruction

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## 1648.03 RESTART AND RECOVERY PLAN – FULL-TIME REMOTE INSTRUCTION

On June 26, 2020, the New Jersey Department of Education published “The Road Back - Restart and Recovery Plan for Education” (NJDOE Guidance), a guidance document for reopening New Jersey schools during the COVID-19 pandemic. The Guidance, including revisions, provided school officials with the information necessary to ensure that schools reopen safely and are prepared to accommodate staff and students’ unique needs during these unprecedented times. The NJDOE Guidance required school districts to develop, in collaboration with community stakeholders, a “Restart and Recovery Plan” (Plan) to reopen schools that best fit the district’s local needs.

The NJDOE Guidance requires the Board of Education to adopt certain policies and the Board previously adopted Policies 1648 and 1648.02 to address these policy requirements. Board policies related to Covid-19 shall only be effective through the current COVID-19 pandemic and will take precedence over any existing Policy on the same or similar subject, unless determined otherwise by the Superintendent.

On August 13, 2020, the Governor of New Jersey signed Executive Order 175 indicating public school districts shall resume partial or full-time in-person instruction during the fall of school year 2020-2021. However, Executive Order 175 also indicates public school districts that are or become unable to satisfy the health and safety requirements for in-person instruction delineated in the NJDOE’s “Checklist for Re-Opening of School 2020-2021” and detailed in the “The Road Back - Restart and Recovery Plan for Education” Guidance, may provide full-time remote instruction to all students pursuant to N.J.S.A. 18A:7F-9.

Public school districts that determine they cannot provide in-person instruction must submit documentation to the Department of Education that identifies:

1. The school building(s) or grade level(s) within the district that will provide full-time remote instruction;



# POLICY GUIDE

## WEYMOUTH TOWNSHIP BOARD OF EDUCATION

### ADMINISTRATION

1648.03/page 2 of 3

### Restart and Recovery Plan – Full-Time Remote Instruction

2. The specific health and safety standards delineated in the NJDOE’s “Checklist for Re-Opening of School 2020-2021,” and detailed in the “The Road Back - Restart and Recovery Plan for Education” Guidance, that the school is unable to satisfy;
3. The school’s anticipated efforts to satisfy the identified health and safety standard(s); and
4. A date by which the school anticipates the resumption of in-person instruction.

Such documentation must be submitted to the Department of Education at minimum one week prior to the public school district’s first day of school.

The NJDOE, by way of the Executive County Superintendent, shall request periodic updates from the Superintendent of Schools of a public school district offering only remote instruction to demonstrate the school district is actively engaged in good-faith efforts toward the resumption of in-person instruction.

All instruction, whether in-person instruction or remote instruction, for the 2020-2021 year, shall adhere to the following requirements, and any other requirements imposed by Order, statute, or regulation:

1. A school day, whether in-person or remote must consist of at least four (4) hours of active instruction to students by an appropriately certified teacher, except that one continuous session of two and one-half hours may be considered a full day in Kindergarten, pursuant to N.J.A.C. 6A:32-8.3.
2. District and school policies for attendance and instructional contact time will need to accommodate opportunities for both synchronous and asynchronous instruction, while ensuring the requirements for a 180-day school year are met pursuant to N.J.S.A. 18A:7F-9.
3. All instructional time shall be provided in accordance with the New Jersey Student Learning Standards (NJSLS).



# POLICY GUIDE

## WEYMOUTH TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION

1648.03/page 3 of 3

Restart and Recovery Plan – Full-Time

Remote Instruction

All public school districts participating in the National School Lunch and Breakfast Programs, regardless of whether they are required to participate or voluntarily opt-in to the programs, must offer the required meals to all children, regardless of eligibility, when the school day involves at least four hours of in-person or remote instruction.

For the 2020-2021 school year, the use of student growth data based on standardized assessment or student growth percentile shall be waived and shall not be used as a measure of educator effectiveness in the overall evaluation of any educator in accordance with N.J.S.A. 18A:6-123(b)(2) and (4).

Paragraph 8 of Executive Order No. 107 (2020), which prohibits in-person dining at certain establishments that are open to the public, shall not apply to school district cafeterias provided that social distancing can be maintained and access is limited to staff and students and not available to the general public. Such cafeterias must adhere to infection control practices outlined for dining in the applicable reopening documents issued by the Department of Education.

Executive Order 175 – August 13, 2020

Adopted: January 7, 2021



ADMINISTRATION

1649/page 1 of 15

Federal Families First Coronavirus  
(COVID-19) Response Act

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1649 FEDERAL FAMILIES FIRST CORONAVIRUS (COVID-19)  
RESPONSE ACT

The Federal Families First Coronavirus (COVID-19) Response Act (FFCRA) includes the Emergency Family and Medical Leave Expansion Act (EFMLEA) and the Emergency Paid Sick Leave Act (EPSLA). The EFMLEA expands the Federal Family and Medical Leave Act (FMLA) and the EPSLA provides employees with paid sick leave for specified reasons related to COVID-19.

The provisions of the FFCRA shall apply from April 1, 2020 through December 31, 2020.

A. Emergency Family and Medical Leave Expansion Act (EFMLEA)

1. Definitions - For the purposes of the EFMLEA:

- a. “Eligible employee” means an employee who has been employed for at least thirty calendar days by the employer with respect to whom leave is requested.
- b. “Employer” means any employer with fewer than five hundred employees.
- c. “Qualifying need related to a public health emergency” means with respect to leave, the employee is unable to work (or telework) due to a need for leave to care for the son or daughter under eighteen years of age of such employee if the school or place of care has been closed, or the child care provider of such son or daughter is unavailable, due to a public health emergency.
- d. “Public Health Emergency” means an emergency with respect to COVID-19 declared by a Federal, State, or local authority.





### ADMINISTRATION

1649/page 2 of 15

### Federal Families First Coronavirus (COVID-19) Response Act

- e. “Child care provider” means a provider who receives compensation for providing child care services on a regular basis, including an ‘eligible child care provider’ (as defined in section 658P of the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858n)).
- f. “School” means an ‘elementary school’ or ‘secondary school’ as such terms are defined in section 8101 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 7801).

#### 2. Relationship to Paid EFMLEA Leave

The FFCRA includes the Emergency Family and Medical Leave Expansion Act (EFMLEA) that amended the Federal Family and Medical Leave Act of 1993 (29 U.S.C. 2611 et seq. to provide leave to an eligible employee because of a qualifying need related to a public health emergency with respect to COVID-19 - (U.S.C. 2612(a)(1)(F)).

##### a. Leave for Initial Ten Days

- (1) The first ten days of this FMLA leave for an eligible employee shall be

**[Select One Option - \_X\_ unpaid \_paid.]**

- (2) If the first ten days of this FMLA leave are unpaid, an employee may elect to substitute any accrued vacation leave, personal leave, or emergency paid sick leave provided by the EPSLA for the initial ten days under the EFMLEA in accordance with 29 U.S.C. 2612(d)(2)(B).



### ADMINISTRATION

1649/page 3 of 15

### Federal Families First Coronavirus (COVID-19) Response Act

- (3) An employee may not use sick leave under N.J.S.A. 18A:30-1 for a qualifying need related to a public health emergency. However, an employee receiving sick leave under the provisions of N.J.S.A. 18A:30-1 may only use sick leave because of personal disability due to illness or injury, or because the employee has been excluded from school by the school district's medical authorities on account of contagious disease or of being quarantined for such a disease in his or her immediate household.

#### b. Paid Leave for Subsequent Days

- (1) An employer shall provide paid leave for each day of leave under the EFMLEA that an employee takes after taking such leave for ten days.
- (2) The paid leave for an employee shall be calculated based on:
  - (a) An amount that is not less than two-thirds of an employee's regular rate of pay (as determined under section 7(e) of the Fair Labor Standards Act of 1938 (29 U.S.C. 207(e)); and
  - (b) The number of hours the employee would otherwise be normally scheduled to work (or the number of hours calculated under A.2.(b)(4) below).
- (3) In no event shall such paid leave exceed \$200.00 per day and \$10,000.00 in the aggregate.



### ADMINISTRATION

1649/page 4 of 15

### Federal Families First Coronavirus (COVID-19) Response Act

- (4) Varying Schedule Hours Calculation – In the case of an employee whose schedule varies from week to week to such an extent that an employer is unable to determine with certainty the number of hours the employee would have worked if such employee had not taken leave under the EFMLEA, the employer shall use the following in place of such number:
  - (a) Subject to A.2.b.(4)(b) below, a number equal to the average number of hours that the employee was scheduled per day over the six-month period ending on the date on which the employee takes such leave, including hours for which the employee took leave of any type.
  - (b) If the employee did not work over such period, the reasonable expectation of the employee at the time of hiring of the average number of hours per day that the employee would normally be scheduled to work.
- c. Employee Notice to Employer
  - (1) In any case where the necessity for leave under the EFMLEA for the purpose of a qualifying need related to a public health emergency is foreseeable, an employee shall provide the employer with such notice of leave as is practicable.
    - (a) A request for such leave that is foreseeable shall be submitted to the Superintendent or designee prior to commencing the leave.



### ADMINISTRATION

1649/page 5 of 15

### Federal Families First Coronavirus (COVID-19) Response Act

- (b) A need for such leave that is not foreseeable shall be submitted to the Superintendent or designee within one business day of the first day of the leave being taken by the employee.
  - (c) The employee shall provide to the Superintendent or designee the name of the employee's child, the name of the school, place of care, or child care provider that has closed or become unavailable, and a statement that no other suitable person is available to care for the child.
- d. Restoration to Position
- (1) The employee shall be restored to the same or equivalent position held by the employee when the leave commenced pursuant to 29 CFR 825.214. The requirement to restore the employee to the same or equivalent position held when the leave commenced does not apply to an employer who employs fewer than twenty-five employees if all four of the following conditions are met:
    - (a) The employee takes leave under the EFMLEA.
    - (b) The position held by the employee when the leave commenced does not exist due to economic conditions or other changes in operating conditions of the employer:
      - i. That affect employment; and
      - ii. Are caused by a public health emergency during the period of leave.



### ADMINISTRATION

1649/page 6 of 15

Federal Families First Coronavirus  
(COVID-19) Response Act

- (c) The employer makes reasonable efforts to restore the employee to a position equivalent to the position the employee held when the leave commenced with equivalent employment benefits, pay, and other terms and conditions of employment.
- (d) If the reasonable efforts of the employer under A.2.d.(1)(c) above fail, the employer makes reasonable efforts during the period described in A.2.d.(2) below to contact the employee if an equivalent position described in A.2.d.(1)(c) above becomes available.

#### (2) Contact Period

- (a) The period described under A.2.d. above is the one-year period beginning on the earlier of:
  - i. The date on which the qualifying need related to a public health emergency concludes; or
  - ii. The date that is twelve weeks after the date on which the employee's leave under the EFMLEA commences.

#### B. Emergency Paid Sick Leave Act (EPSLA)

The FFCRA includes the EPSLA, which provides paid sick time to an employee to the extent the employee is unable to work or (telework) due to a need related to COVID-19. The paid sick time provided by the EPSLA and outlined in B.1. below cannot be taken with any other paid leave time provided by the employer.



### ADMINISTRATION

1649/page 7 of 15

Federal Families First Coronavirus  
(COVID-19) Response Act

#### 1. Definitions

##### a. For purposes of the EPSLA and this Policy:

(1) “Employee” means an individual who is employed by a private employer with fewer than five hundred employees and public employers with at least one employee.

(2) “Employer” means a private person or entity that employs fewer than five hundred employees and public employers that employ at least one employee.

(a) “Covered employer” includes any person engaged in commerce or in any industry or activity affecting commerce that:

i. In the case of a private entity or individual, employs fewer than five hundred employees; and

ii. In the case of a public agency or any other entity that is not a private entity or individual, employs one or more employees.

(b) “Covered employer” also includes:

i. Any person acting directly or indirectly in the interest of an employer in relation to an employee (within the meaning of such phrase in section 3(d) of the Fair Labor Standards Act of 1938 (29 U.S.C. 203(d)); and



### ADMINISTRATION

1649/page 8 of 15

Federal Families First Coronavirus  
(COVID-19) Response Act

- ii. Any successor in interest of an employer; and any “public agency”, as defined in section 3(x) of the Fair Labor Standards Act of 1938 (29 U.S.C. 203(x)).
- (c) “Covered employer” also includes any “public agency” as defined in section 3(x) of the Fair Labor Standards Act of 1938 (29 U.S.C. 203(x)).
- (3) “Employ” and “State” have the meanings given such terms in section 3 of the Fair Labor Standards Act of 1938 (29 U.S.C. 203).
- (4) “Health care provider” and “son or daughter” have the meanings given such terms in section 101 of the Family and Medical Leave Act of 1993 (29 U.S.C. 2611).
- (5) “Paid sick time” means an increment of compensated leave that:
  - (a) Is provided by an employer for use during an absence from employment for a reason described in any paragraph of B.2.a. below; and
  - (b) Is calculated based on the employee’s required compensation under B.1.a.(6) below and the number of hours the employee would otherwise be normally scheduled to work (or the number of hours calculated under (B.1.a.(7) below), except that in no event shall such paid sick time exceed:







### ADMINISTRATION

1649/page 10 of 15

### Federal Families First Coronavirus (COVID-19) Response Act

employee would have worked if such employee had not taken paid sick time under B.2.a. below, the employer shall use the following in place of such number:

- (a) Subject to clause B.1.a.(7)(b) below, a number equal to the average number of hours that the employee was scheduled per day over the six-month period ending on the date on which the employee takes the paid sick time, including hours for which the employee took leave of any type.
- (b) If the employee did not work over such period, the reasonable expectation of the employee at the time of hiring of the average number of hours per day that the employee would normally be scheduled to work.

## 2. Paid Sick Leave Requirement

- a. An employer shall provide to each employee employed by the employer paid sick time to the extent that the employee is unable to work (or telework) due to a need for leave because:
  - (1) The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19.
  - (2) The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
  - (3) The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
  - (4) The employee is caring for an individual who is subject to an order as described in B.2.a.(1) above or has been advised as described in B.2.a.(2) above.



### ADMINISTRATION

1649/page 11 of 15

Federal Families First Coronavirus  
(COVID-19) Response Act

- (5) The employee is caring for a son or daughter of such employee if the school or place of care of the son or daughter has been closed, or the child care provider of such son or daughter is unavailable, due to COVID-19 precautions.
  - (6) The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.
3. Duration of Paid Sick Time
- a. An employee shall be entitled to paid sick time for an amount of hours determined under B.3.b. below.
  - b. The amount of hours of paid sick time to which an employee is entitled shall be as follows:
    - (1) For full-time employees, eighty hours.
    - (2) For part-time employees, a number of hours equal to the number of hours that such employee works, on average, over a two-week period.
  - c. Paid sick time under the EPSLA shall not carry over from one year to the next.
4. Employer's Termination of Paid Sick Time
- a. Paid sick time provided to an employee under the EPSLA shall cease beginning with the employee's next scheduled work shift immediately following the termination of the need for paid sick time under B.2.a. above.



5. Prohibition

- a. An employer may not require, as a condition of providing paid sick time under the EPSLA, that the employee involved search for or find a replacement employee to cover the hours during which the employee is using paid sick time.

6. Use of Paid Sick Time

- a. The paid sick time under B.2.a. above shall be available for immediate use by the employee for the purposes described in the EPSLA, regardless of how long the employee has been employed by an employer.

b. Sequencing Leave Time

- (1) An employee may first use the paid sick time under B.2.a. above for the purposes described in the EPSLA.
- (2) An employer may not require an employee to use other paid leave provided by the employer to the employee before the employee uses the paid sick time under B.2.a. above.

7. Notice

- a. Each employer shall post and keep posted, in conspicuous places on the premises of the employer where notices to employees are customarily posted, a notice, to be prepared or approved by the Secretary of Labor, of the requirements described in the EPSLA.
- b. Not later than seven days after the date of enactment of this Act, the Secretary of Labor shall make publicly available a model of a notice that meets the requirements of B.7.a. above.



ADMINISTRATION

1649/page 13 of 15

Federal Families First Coronavirus  
(COVID-19) Response Act

8. Prohibited Acts

- a. It shall be unlawful for any employer to discharge, discipline, or in any other manner discriminate against any employee who:
- (1) Takes leave in accordance with the EPSLA; and
  - (2) Has filed any complaint or instituted or caused to be instituted any proceeding under or related to the EPSLA (including a proceeding that seeks enforcement of the EPSLA), or has testified or is about to testify in any such proceeding.

9. Enforcement

- a. Unpaid Sick Leave - An employer who violates B.2. through B.6. of this Policy shall:
- (1) Be considered to have failed to pay minimum wages in violation of section 6 of the Fair Labor Standards Act of 1938 (29 U.S.C. 206); and
  - (2) Be subject to the penalties described in sections 16 and 17 of the Fair Labor Standards Act of 1938 (29 U.S.C. 216; 217) with respect to such violation.
- b. Unlawful Termination - An employer who willfully violates B.8. above shall:
- (1) Be considered to be in violation of section 15(a)(3) of the Fair Labor Standards Act of 1938 (29 U.S.C. 215(a)(3)); and
  - (2) Be subject to the penalties described in sections 16 and 17 of the Fair Labor Standards Act of 1938 (29 U.S.C. 216; 217) with respect to such violation.



ADMINISTRATION  
1649/page 14 of 15  
Federal Families First Coronavirus  
(COVID-19) Response Act

10. Rules of Construction

a. Nothing in the EPSLA shall be construed:

- (1) To in any way diminish the rights or benefits that an employee is entitled to under any:
  - (a) Other Federal, State, or local law;
  - (b) Collective bargaining agreement; or
  - (c) Existing employer policy; or
- (2) To require financial or other reimbursement to an employee from an employer upon the employee's termination, resignation, retirement, or other separation from employment for paid sick time under the EPSLA that has not been used by such employee.

11. Guidelines

- a. Not later than fifteen days after the date of the enactment of the EPSLA, the Secretary of Labor shall issue guidelines to assist employers in calculating the amount of paid sick time under the EPSLA.

12. Reasonable Notice

- a. After the first workday (or portion thereof) an employee receives paid sick time under the EPSLA, an employer may require the employee to follow reasonable notice procedures in order to continue receiving such paid sick time.
- b. The request for such leave shall be submitted to the School Nurse, who may request documentation from the employee in support of the emergency paid sick leave.



# POLICY

## WEYMOUTH TOWNSHIP BOARD OF EDUCATION

### ADMINISTRATION

1649/page 15 of 15

Federal Families First Coronavirus  
(COVID-19) Response Act

- c. The documentation shall include a signed statement containing the following information: the employee's name; the date(s) for which leave is requested; the COVID-19 qualifying reason for leave; and a statement representing that the employee is unable to work or telework because of the COVID-19 qualifying reason.
- d. An employee requesting to take emergency paid sick leave under the EPSLA or the EFMLEA to care for his or her child must provide the following information: the name of the child being care for; the name of the school; place of care; or child care provider that closed or became unavailable due to COVID-19 reasons; and a statement representing that no other suitable person is available to care for the child during the period of requested leave.

### 13. Regulatory Authorities

- a. The Secretary of Labor shall have the authority to issue regulations for good cause under sections 553(b)(B) and 553(d)(A) of Title 5, United States Code:
  - (1) To exempt small businesses with fewer than fifty employees from the requirements of B.2.a.5. when the imposition of such requirements would jeopardize the viability of the business as a going concern; and
  - (2) As necessary, to carry out the purposes of the EPSLA, including to ensure consistency between the EPSLA and Division C and Division G of the FFCRA.

H.R. 6201: Families First Coronavirus (COVID-19) Response Act  
N.J.S.A. 18A:30-1

Adopted: 08/20/2020



ADMINISTRATION

1648.13/page 1 of 3

School Employee Vaccination Requirements

Aug 21

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## 1648.13 SCHOOL EMPLOYEE VACCINATION REQUIREMENTS

In accordance with Executive Order No. 253 signed by the Governor of New Jersey on August 23, 2021, the Board shall adopt and maintain a policy that requires all covered workers to either provide adequate proof that they have been fully vaccinated or submit to COVID-19 testing at a minimum of one to two times each week.

This requirement shall take effect on October 18, 2021, at which time any covered workers that have not provided adequate proof to the school district that they are fully vaccinated must submit to COVID-19 testing at a minimum of one to two times each week on an ongoing basis until fully vaccinated.

For purposes of Executive Order 253 and this Policy, “covered workers” shall include all individuals employed by the Board of Education, both full and part-time, including, but not limited to, administrators; teachers; educational support professionals; individuals providing food, custodial, and administrative support services; substitute teachers, whether employed directly by the Board of Education or otherwise contracted; contractors; providers; and any other individuals performing work in the school district whose job duties require them to make regular visits to the school district, including volunteers. Covered workers do not include individuals who visit the school district only to provide one-time or limited duration repairs, services, or construction.

A covered worker shall be considered “fully vaccinated” for COVID-19 two weeks or more after they have received the second dose in a two-dose series or two weeks or more after they have received a single-dose vaccine. Individuals will only be considered fully vaccinated after they have received a COVID-19 vaccine that is currently authorized for Emergency Use Authorization (EUA) by the United States Food and Drug Administration (FDA) or the World Health Organization (WHO), or that are approved for use by the same.

Workers who are not fully vaccinated, or for whom vaccination status is unknown, or who have not provided sufficient proof of documentation, shall be considered unvaccinated in accordance with the provisions of Executive Order 253.



Covered workers shall demonstrate proof of full vaccination status by presenting any of the following documents if they list COVID-19 vaccines currently authorized for EUA by the FDA or the WHO, or that are approved for use by the same, along with an administration date for each dose:

1. The Centers for Disease Control and Prevention (CDC) COVID-19 Vaccination Card issued to the vaccine recipient by the vaccination site, or an electronic or physical copy of the same;
2. Official record from the New Jersey Immunization Information System (NJIIS) or other State immunization registry;
3. A record from a health care provider's portal/medical record system on official letterhead signed by a licensed physician, nurse practitioner, physician's assistant, registered nurse, or pharmacist;
4. A military immunization or health record from the United States Armed Forces; or
5. Docket mobile phone application record or any State specific application that produces a digital health record.

The Board of Education's collection of vaccination information from covered workers shall comport with all Federal and State laws, including, but not limited to, the Americans with Disabilities Act, that regulate the collection and storage of that information.

To satisfy the testing requirement of Executive Order 253 and this Policy, an unvaccinated covered worker must undergo screening testing at a minimum of one to two times each week, to be determined by the Superintendent of Schools.

An unvaccinated covered worker is required to submit proof of a COVID-19 test. The unvaccinated covered worker may choose either antigen or molecular tests that have EUA by the FDA or are operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

Where a Board of Education provides the unvaccinated covered worker with on-site COVID-19 test(s), the school district may similarly elect to administer or provide access to either an antigen or molecular test.





# POLICY GUIDE

## WEYMOUTH TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION

1648.13/page 3 of 3

### School Employee Vaccination Requirements

If the covered worker is not working on-site in the school district during a week when testing would otherwise be required, the Superintendent or designee may not require the worker to submit to testing for that week. This requirement shall not supplant any requirement imposed by the Board of Education regarding diagnostic testing of symptomatic workers or screening testing of vaccinated workers.

The Board of Education shall track test results required by Executive Order 253 and must report those results to the local public health department.

Nothing in Executive Order 253 and this Policy shall prevent a Board of Education from revising this Policy to include additional or stricter requirements, as long as such revisions comport with the minimum requirements of Executive Order 253.

Executive Order 253 authorizes the Commissioner of the Department of Health (DOH) to issue a directive supplementing the requirements outlined in Executive Order 253, which may include, but not be limited to, any requirements for reporting vaccination and testing data to the DOH. Actions taken by the Commissioner of the DOH pursuant to Executive Order 253 shall not be subject to the requirements of the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq.

This Policy shall be supplemented by Policy 1648.11 – Appendix A, which shall include the school district’s protocols implementing the provisions of this Policy.

The Superintendent is authorized to implement revisions to provisions in this Policy based on any subsequent Executive Orders or any additional mandates that affect any provisions of this Policy. Any such revisions in this Policy shall be submitted by the Superintendent to the Board of Education for ratification if the Board cannot approve such revisions before the effective date.

Executive Order 253 – August 23, 2021

Adopted: November 18, 2021



ADMINISTRATION

1648.14/page 1 of 10

Safety Plan For Healthcare Settings In  
School Buildings – COVID-19

Oct 21

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## 1648.14 SAFETY PLAN FOR HEALTHCARE SETTINGS IN SCHOOL BUILDINGS – COVID-19

### A. Purpose and Scope

The Board of Education is committed to providing a safe and healthy workplace for all employees and has adopted this Policy that shall be the school district's COVID-19 Plan (Plan) that includes procedures to minimize the risk of transmission of COVID-19, in accordance with Occupational Safety and Health Act of 1970 (OSHA) COVID-19 Emergency Temporary Standard (ETS) published on June 21, 2021. The ETS, 29 CFR §1910 - Subpart U, applies to all settings where any school district employee or contracted service provider provides healthcare services or health care support services. Public Employees' Occupational Safety and Health (PEOSH), the agency with jurisdiction over public employers in New Jersey, has adopted the ETS in full. However, its applicability for school districts is primarily restricted to the nurse's office and any adjoining clinical areas and not the entire school building.

The Board, administration, and the COVID-19 Safety Coordinator(s) will work collaboratively with all employees in the development, implementation, monitoring, and updating of this Plan.

#### 1. Definitions

- a. "Employee" means any district employee or contracted service provider working in a healthcare setting where people with suspected or confirmed COVID-19 are reasonably expected to be present.

- (1) Therefore, the provisions of the ETS and this Policy only apply to employees or contracted service providers working in a nurse's office or any adjoining clinical areas.



b. “Healthcare setting” means all settings in the school district where any employee or contracted service provider provides healthcare services or healthcare support services.

(1) Where a healthcare setting is embedded within a non-healthcare setting (i.e. school nurse’s office and any adjoining clinical areas in a school building), the ETS and this Policy only apply to the embedded healthcare setting and not to the remainder of a school building in accordance with 29 CFR §1910.502(a)(3)(i).

c. For the purpose of this Policy, additional definitions shall be those definitions listed in 29 CFR §1910.502(b).

2. The school district has multiple healthcare settings that are substantially similar; therefore; has developed and adopted this single Plan for these substantially similar healthcare settings, with site-specific considerations included in this Plan. The healthcare settings in the school district are listed in Appendix 1.

a. Any school district health care settings that are not substantially similar, the school district shall develop and adopt separate COVID-19 Plans for each healthcare setting and list them in Appendix 1.

## B. Roles and Responsibilities for School District Employees

1. The school district’s goal in adopting this Policy is to prevent the transmission of COVID-19 in the school district’s healthcare settings. All staff members are responsible for supporting, complying with, and providing recommendations to further improve this Plan.

2. The Superintendent will designate a COVID-19 Safety Coordinator(s) who shall implement and monitor this Plan. The COVID-19 Safety Coordinator(s) shall have the school district’s full support in implementing and monitoring this Plan, and has authority to ensure compliance with all aspects of this Plan.



C. Hazard Assessment and Worker Protections

1. The Superintendent of Schools or designee will conduct a specific hazard assessment of its healthcare settings to determine potential hazards related to COVID-19.
  - a. A hazard assessment will be conducted initially and whenever changes in a healthcare setting in the school district create a new potential risk of employee exposure to COVID-19 (e.g., new work activities in the healthcare setting).
2. The Superintendent has developed and the Board has adopted this Plan that includes the procedures the school district will use to determine an employee's vaccination status as outlined in Appendix 2.
  - a. In the event the Superintendent or designee cannot or does not determine or confirm the vaccination status of an employee, the employee shall be presumed to be unvaccinated.
3. All completed hazard assessment forms and results will be attached to this Plan in Appendix 3 and will be accessible to all employees at each school district facility.
4. The school district will address the hazards identified by the assessment, and have included in this Plan the procedures to minimize the risk of transmission of COVID-19 for each employee. These procedures are included in the following Appendices:
  - a. Patient Screening and Management
    - (1) In healthcare settings in the school district where direct patient care is provided, the school district will include protocols addressing patient screening and management in Appendix 4.



- b. Standard and Transmission-Based Precautions
  - (1) The school district will develop and implement procedures to adhere to Standard and Transmission-Based Precautions in accordance with CDC’s “Guidelines for Isolation Precautions” which are included in Appendix 5.
- 5. Personal Protective Equipment (PPE)
  - a. The school district will provide and ensure that employees wear approved facemasks or a higher level of respiratory protection.
  - b. The school district will include protocols to address PPE for healthcare settings in Appendix 6.
- 6. Physical Distancing
  - a. The school district will ensure that each employee is separated from all other people in the healthcare setting by at least six feet when indoors, unless it can be demonstrated that such physical distance is not feasible for a specific activity.
    - (1) Where maintaining six feet of physical distance is not feasible, the school district will ensure employees are as far apart from other people as possible.
  - b. Physical distancing will be implemented, along with the other provisions required by the ETS, as part of a multi-layered infection control approach for all healthcare settings.
  - c. The school district will include protocols to address physical distancing for healthcare settings in Appendix 7.



7. Physical Barriers
  - a. The school district will install physical barriers at each fixed work location outside of direct patient care areas where each employee is not separated from all other people by at least six feet of distance and spacing cannot be increased, unless it can be demonstrated that it is not feasible to install such physical barriers.
  - b. Physical barriers will be implemented, along with the other provisions required by the ETS, as part of a multi-layered infection control approach for all healthcare settings.
  - c. The school district will include protocols to address physical barriers for healthcare settings in Appendix 8.
8. Cleaning and Disinfecting in the Healthcare Setting
  - a. The school district will implement policies and procedures for cleaning, disinfecting, and hand hygiene, along with the other provisions required by the ETS, as part of a multi-layered infection control approach for all healthcare settings.
  - b. The school district will include protocols to address cleaning and disinfecting for healthcare settings in Appendix 9.
9. Ventilation
  - a. The school district will implement procedures for each facility's heating, ventilation, and air conditioning (HVAC) system and include protocols addressing ventilation for healthcare settings in Appendix 10.
  - b. Ventilation policies and procedures will be implemented, along with the other provisions required by the ETS, as part of a multi-layered infection control approach.



ADMINISTRATION

1648.14/page 6 of 10

Safety Plan For Healthcare Settings In  
School Buildings – COVID-19

- c. The Superintendent or designee will identify the building manager, HVAC professional, or maintenance employee who can certify that the HVAC system(s) are operating in accordance with the ventilation provisions of the ETS and list the individual(s) in Appendix 10.

D. Health Screening and Medical Management

1. Health Screening

- a. “Screening” means, for the purpose of this Policy, asking questions to determine whether a person is COVID-19 positive or has symptoms of COVID-19.
- b. The school district will include protocols to address health screening for employees in Appendix 11.

2. Employee Notification to Employer of COVID-19 Illness or Symptoms

- a. The school district will include protocols to address employee notification to employer of COVID-19 illness or symptoms for employees in Appendix 11.

3. Employer Notification to Employees of COVID-19 Exposure in the Healthcare Setting

- a. The school district will include protocols to address employer notification of COVID-19 exposure to employees in Appendix 11.

4. Medical Removal from the Healthcare Setting

- a. The school district will include protocols to address medical removal from the healthcare setting for employees in Appendix 11.



5. Return to Work Criteria
  - a. The school district will include protocols to address return to work criteria for employees in Appendix 11.
  
6. Medical Removal Protection Benefits
  - a. The school district will continue to pay employees who have been removed from the healthcare setting under the medical removal provisions of the ETS. When an employee has been removed from the healthcare setting and is not working remotely or in isolation, the school district shall pay and provide benefits in accordance with the Plan addressed in Appendix 12.
  
- E. Vaccinations
  1. The school district encourages employees to receive the COVID-19 vaccination as a part of a multi-layered infection control approach. The school district will support COVID-19 vaccination for each employee by providing reasonable time and paid leave to each employee for vaccination and any side effects experienced following vaccination.
  2. The school district will include protocols to address vaccination for employees in Appendix 13.
  
- F. Training
  1. The school district will implement policies and procedures for employee training, along with the other provisions required by the ETS, as part of a multi-layered infection control approach.
  2. The school district will include protocols to address training for employees in Appendix 14.





G. Anti-Retaliation

1. The school district will inform each employee that employees have a right to the protections required by the ETS, and that employers are prohibited from discharging or in any manner discriminating against any employee for exercising their right to protections required by the ETS, or for engaging in actions that are required by the ETS.
2. The school district will not discharge or in any manner discriminate against any employee for exercising their right to the protections required by the ETS, or for engaging in actions that are required by the ETS.

H. Requirements Implemented at No Cost to Employees

1. The school district will comply with the provisions of ETS at no cost to its employees, with the exception of any employee self-monitoring conducted under D. above.

I. Recordkeeping

1. The school district will retain all versions of this Policy to comply with the ETS while the ETS remains in effect.
2. The school district will establish and maintain a COVID-19 log to record each instance in which an employee is COVID-19 positive, regardless of whether the instance is connected to exposure to COVID-19 at work.
  - a. The COVID-19 log will contain, for each instance, the employee's name, one form of contact information, occupation, location where the employee worked, the date of the employee's last day in the healthcare setting, the date of the positive test for, or diagnosis of, COVID-19, and the date the employee first had one or more COVID-19 symptoms, if any were experienced.



# POLICY GUIDE

ADMINISTRATION

1648.14/page 9 of 10

Safety Plan For Healthcare Settings In  
School Buildings – COVID-19

3. The school district will record the information on the COVID-19 log within twenty-four hours of learning that the employee is COVID-19 positive.
    - a. The school district will maintain the COVID-19 log as a confidential medical record and will not disclose it except as required by the ETS or other Federal law.
    - b. The school district will maintain and preserve the COVID-19 log while the ETS remains in effect.
  4. By the end of the next business day after a request, the school district will provide, for examination and copying:
    - a. All versions of this Policy which is the written Plan for all employees;
    - b. The individual COVID-19 log entry for a particular employee to that employee and to anyone having written authorized consent of that employee; and
    - c. A version of the COVID-19 log that removes the names of employees, contact information, and occupation, and only includes, for each employee in the COVID-19 log, the location where the employee worked, the last day that the employee was in the healthcare setting before removal, the date of that employee's positive test for, or diagnosis of, COVID-19, and the date the employee first had one or more COVID-19 symptoms, if any were experienced, to all employees.
- J. Reporting
1. The school district will report to PEOSH:
    - a. Each work-related COVID-19 fatality within eight hours of the school district learning about the fatality;



# POLICY GUIDE

ADMINISTRATION

1648.14/page 10 of 10

Safety Plan For Healthcare Settings In  
School Buildings – COVID-19

- b. Each work-related COVID-19 in-patient hospitalization within twenty-four hours of the school district learning about the in-patient hospitalization.

K. Monitoring Effectiveness

1. The school district and the COVID-19 Safety Coordinator(s) will work collaboratively with employees to monitor the effectiveness of this Plan so as to ensure ongoing progress and efficacy.
2. The school district will update this Policy as needed to address changes in specific COVID-19 hazards and exposures in the healthcare setting.

This Policy and its Appendices will be made available upon request.

29 CFR §1910.502

Occupational Safety and Health Administration Fact Sheet Subpart U COVID-19  
Healthcare Emergency Temporary Standard

Occupational Safety and Health Administration Model Plan

Adopted: November 18, 2021



# POLICY GUIDE

WEYMOUTH TOWNSHIP  
BOARD OF EDUCATION

## Appendix 1 – Identifying the Healthcare Settings in the School District:

Location of healthcare setting in the school district buildings listed below:

Facility Location	Worksite-Specific COVID-19 Considerations



## Appendix 2 – Vaccination Status Plan:

[Include and describe the procedures that will be used to determine employees' vaccination status.]



# POLICY GUIDE

WEYMOUTH TOWNSHIP  
BOARD OF EDUCATION

## Appendix 3 – Completed Hazard Forms and Results:

Please see the attached Hazard Assessment Forms and Results below:



## Appendix 4 – Patient Screening and Management:

[List the procedures for limiting and monitoring points of entry to the setting, screening and triaging for symptoms of COVID-19, and restricting facility access to reduce crowding (e.g., limiting visitors to only those essential for the patient’s physical or emotional well-being and care, restricting visitors to the patient’s room or other designated areas, asking patients to remain outside (if possible) until they are called into the facility for their appointment, etc.).]



# POLICY GUIDE

WEYMOUTH TOWNSHIP  
BOARD OF EDUCATION

## Appendix 5 – Standard and Transmission-Based Precautions:

[List the standard and transmission-based infection control precautions.]





## Appendix 6 – Personal Protective Equipment (PPE):

1. Describe how employees will be provided facemasks and instruction about when and how they should be worn or used.
2. Identify job tasks, if any, in which the use of a facemask presents a hazard of serious injury or death.
3. Describe the procedures for providing employees PPE in accordance with Standard and Transmission-Based Precautions in healthcare settings in accordance with CDC’s “Guidelines for Isolation Precautions.”
4. Describe employer procedures for providing PPE to employees with exposure to people with suspected or confirmed COVID-19.]



## Appendix 7 – Physical Distancing:

- [1. Describe how healthcare setting flows, such as signs and floor markings to indicate where employees and others should be located or their direction and path of travel, will be adjusted to ensure physical distancing.
2. Describe physical healthcare setting changes, such as increased distance between workstations, check-in and checkout stations, etc., that will be implemented to ensure physical distancing.
3. Describe how people in the healthcare setting will be prevented from gathering in groups in common areas and “bottlenecks,” including corridors, meeting rooms, stairways, breakrooms, entrances, exits, and elevators.
4. Describe how aisles, tables, counters, check-in and checkout stations, etc. will be arranged and how the flow will be directed to allow for physical distancing between people.
5. Identify protocols such as telehealth, telework, flexible work hours, staggered shifts, or additional shifts that can be used to reduce the number of employees in the healthcare setting at one time.]



## Appendix 8 – Physical Barriers:

[Describe where and how physical barriers will be installed when physical distancing cannot be consistently maintained and spacing cannot be increased.]



## Appendix 9 – Cleaning and Disinfecting:

- [1. Describe the schedule for cleaning and disinfecting, the persons responsible for conducting cleaning and disinfecting, the products that are used to clean and disinfect the healthcare setting, how the school district will clean patient care areas, resident rooms, and medical devices and equipment, and how the school district will clean and disinfect the healthcare setting if a COVID-19 positive person has been in the healthcare setting within the last twenty-four hours. A copy of cleaning logs to be used shall be attached.
  
2. Describe how necessary hand washing and/or sanitizer facilities will be provided, supplied, and maintained; and how employees will be allowed to perform hand hygiene to meet this requirement. Describe how hand washing and/or sanitizer facilities will be provided for use by other persons entering the healthcare setting.]



## Appendix 10 - Ventilation:

**The following individual(s) is responsible for maintaining the HVAC system(s) and can certify that it is operating in accordance with the ventilation provisions of OSHA’s COVID-19 ETS.**

*(e.g., Maintenance employee, HVAC service contractor(s))*

<u>Name/Contact Information:</u>	<u>Location:</u>
<u>Name/Contact Information:</u>	<u>Location:</u>

[Describe additional measures to improve building ventilation in accordance with “CDC’s Ventilation Guidance”.]



## Appendix 11 – Health Screening and Medical Management for Employees:

- [1. Describe how employees will be screened (e.g., in-person when reporting to work, or by asking employees to self-monitor for COVID-19 symptoms before reporting to work). OSHA’s *Sample Employee COVID-19 Health Screening Questionnaire* may be useful. If the school district chooses to require COVID-19 testing, it must be done at no cost to employees.
2. Describe how employees will communicate with the school district if they are sick or experiencing symptoms while at home or at work.
3. Describe any leave policies (e.g., sick leave, Family Medical Leave Act, or other policies) the school district will implement to promote employees staying at home when they are sick, when household members are sick, or when required by a healthcare provider to isolate or quarantine themselves or a member of their household.
4. Describe how you will notify employees of COVID-19 exposure.
5. Describe district procedures for removing employees from the healthcare setting.
6. Describe district procedures for employees returning to work following removal from the healthcare setting.
  - a. The school district will only allow employees who have been removed from the healthcare setting to return to work in accordance with guidance from a licensed healthcare provider or in accordance with the CDC’s “Isolation Guidance” and “Return to Work Healthcare Guidance.”]<https://www.cdc.gov/coronavirus/2019-ncov/hcp/disposition-in-homepatients>.



## Appendix 12 – Medical Removal Protection Benefits:

- [1. Describe district policy for pay and benefits to employees removed from the healthcare setting and not working remotely. Note the following requirements under OSHA’s COVID-19 ETS:
  - Employers must continue to provide the benefits to which the employee is normally entitled and pay the employee the same regular pay the employee would have received had the employee not been absent from work, up to \$1,400 per week per employee. For employers with fewer than 500 employees, the employer must pay the employee up to the \$1,400 per week cap but, beginning in the third week of an employee’s removal, the amount is reduced to only two-thirds of the same regular pay the employee would have received had the employee not been absent from work, up to \$200 per day (\$1000 per week in most cases).
  - The ETS also provides that the employer’s payment obligation is reduced by the amount of compensation the employee receives from any other source, such as a publicly or employer-funded compensation program (e.g., paid sick leave, administrative leave), for earnings lost during the period of removal or any additional source of income the employee receives that is made possible by virtue of the employee’s removal.]



## **Appendix 13 – Vaccinations:**

[Describe district procedures for providing reasonable time and paid leave for vaccinations and side effects.]





## Appendix 14 – Training:

[Describe how training will be conducted (e.g., online education, department meetings and tool talks, discussion with supervisors, and/or other specific methods).

Describe any other healthcare setting-specific training topics.

1. The school district will ensure that each employee receives training, in a language and at a literacy level the employee understands, on the following topics:
  - a. COVID-19, including:
    - (1) How COVID-19 is transmitted (including pre-symptomatic and asymptomatic transmission);
    - (2) The importance of hand hygiene to reduce the risk of spreading COVID-19 infections;
    - (3) Ways to reduce the risk of spreading COVID-19 through proper covering of the nose and mouth;
    - (4) The signs and symptoms of COVID-19;
    - (5) Risk factors for severe illness; and
    - (6) When to seek medical attention.
  - b. The school district's procedures on patient screening and management;
  - c. Tasks and situations in the healthcare setting that could result in COVID-19 infection;
  - d. Healthcare setting-specific procedures to prevent the spread of COVID-19 that are applicable to the employee's duties (e.g., policies on Standard and Transmission-Based Precautions, physical distancing, physical barriers, ventilation, aerosol-generating procedures);
  - e. Employer-specific multi-employer healthcare setting agreements related to infection control policies and



procedures, the use of common areas, and the use of shared equipment that affect employees at the healthcare setting;

- f. The school district's procedures for PPE worn to comply with the ETS, including:
  - (1) When PPE is required for protection against COVID-19;
  - (2) Limitations of PPE for protection against COVID-19;
  - (3) How to properly put on, wear, and take off PPE;
  - (4) How to properly care for, store, clean, maintain, and dispose of PPE; and
  - (5) Any modifications to donning, doffing, cleaning, storage, maintenance, and disposal procedures needed to address COVID-19 when PPE is worn to address healthcare setting hazards other than COVID-19.
- g. Healthcare setting-specific procedures for cleaning and disinfection;
- h. The school district's procedures on health screening and medical management;
- i. Available sick leave policies, any COVID-19-related benefits to which the employee may be entitled under applicable Federal, State, or local laws, and other supportive policies and practices (e.g., telework, flexible hours, etc.);
- j. The identity of school district's Safety Coordinator(s) specified in this Plan; and
- k. The ETS.
  - (1) How the employee can obtain copies of the ETS and any employer-specific policies and procedures developed under the ETS, including this Policy, which is the school district's written Plan.



2. The school district will ensure that the training is overseen or conducted by a person knowledgeable in the covered subject matter as it relates to the employee's job duties, and that the training provides an opportunity for interactive questions and answers with a person knowledgeable in the covered subject matter as it relates to the employee's job duties.
3. The school district will provide additional training whenever changes occur that affect the employee's risk of contracting COVID-19 at work (e.g., new job tasks), policies or procedures are changed, or there is an indication that the employee has not retained the necessary understanding or skill.]

