4111 - CREATING POSITIONS

The Board of Education recognizes its authority to establish support staff positions that, when filled by qualified employees, will assist the district in the achievement of educational goals set by the Board.

The Board will create new positions as required, approve a job title appropriate to the position, and determine the number of persons required to staff adequately each such position.

The Superintendent shall recommend to the Board such new positions or additional staffing in existing positions as may be required by student enrollments and the operational needs of the district.

N.J.S.A. 18A:16-1; 18A:17-24; 18A:28-1

Adopted: 14 May 2008

Revised & Adopted: 11/11/26

4124 - EMPLOYMENT CONTRACT

The Board of Education requires every nontenured support staff member annually sign an employment contract for a term of not more than one year.

The employment contract shall include the date; name of the employee; the beginning and ending dates of service (fixed term appointment); the salary to be paid and the manner of payment; an authorization for salary deductions as applicable; and such other terms and conditions as may be necessary to a complete statement of the employment relationship.

In the event the salary entered on the written contract differs from that formally approved by the Board, the salary approved by the Board shall be the salary paid.

Revised & Adopted: 11/11/26

4125 - EMPLOYMENT OF SUPPORT STAFF MEMBERS (M)

The Board of Education believes it is vital to the successful operation of the school district that support staff member positions be filled with highly qualified and competent professionals.

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

The Board may employ substitutes and/or contract for substitutes for absent support staff members in order to ensure continuity in a program. The Board will annually approve a list of substitutes and rate of pay and/or the Board will approve a contract for a contracted service provider to provide substitute support staff members.

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

An individual employed by the Board or a school bus contractor holding a contract with the Board, in the capacity of a school bus driver, shall be required to meet the criminal history record requirements as outlined in N.J.S.A. 18A:39-19.1.

The Board will employ paraprofessional school aides and/or classroom aides to assist in the supervision of student activities under the direction of a Principal, teacher, or other designated certified professional personnel. Aides will serve the needs of students by performing nonprofessional duties and may work only under the direct supervision of a teaching staff member(s).

In accordance with the requirements of the Every Student Succeeds Act (ESSA), paraprofessionals hired after January 8, 2002, who work in a program supported with Title I, Part A funds, with certain exceptions, must meet one of the following criteria:

1. Completed at least two years of study at an institution of higher education;

2. Obtained an associate's (or higher) degree; or

3. Met a rigorous standard of quality and be able to demonstrate, through a formal State or local academic assessment, knowledge of and the ability to assist in instructing, reading, writing, and mathematics (or, as appropriate, reading readiness, writing readiness, and mathematics readiness).

Paraprofessional staff working in a Title I school, and whose salary is paid for in whole or in part with Title I funds, must meet one of the criteria listed above. The Superintendent or designee will ensure paraprofessionals working in a program supported with Title I funds meet the above stated requirements.

An individual employed by the Board in any substitute capacity or position shall be required to undergo a criminal history record check in accordance with the provisions of N.J.S.A. 18A:6-7.1b.

An individual, except as provided in N.J.S.A. 18A:6-7.1g, shall be permanently disqualified from employment or service in the school district if the criminal history record check reveals a record of conviction for any crime or offense as defined in N.J.S.A. 18A:6-7.1 et seq.

The Board or contracted service provider may employ an applicant on an emergent basis for a period not to exceed three months, pending completion of a criminal history record check if the Board or contracted service provider demonstrates to the Commissioner of Education that special circumstances exist which justify the emergent employment as prescribed in N.J.S.A. 18A:6-7.lc. In the event the criminal history record check is not completed for an emergent hired employee within three months, the Board or contracted service provider may petition the Commissioner for an extension of time, not to exceed two months, in order to retain the employee.

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

The Board of Education prohibits any relative of a Board member or the Superintendent of Schools from being employed in an office or position in the school district in accordance with the provisions of N.J.A.C. 6A:23A-6.2 and Board Policy 0142.1 – Nepotism.

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

N.J.S.A. 18A:6-5; 18A:6-6; 18A:6-7.1; 18A:6-7.1b;

18A:6-7.1c; 18A:6-7.2;

18A:16-1 et seq.; 18A:26-1 et seq.;

18A:27-1 et seq.; 18A:27-4.1;

18A:27-7; 18A:27-8; 18A:39-19.1

N.J.S.A. 18A:54-20 (vocational districts)

Adopted: 17 April 2013

Revised: 18 June 2014

Revised: 21 April 2021

Revised & Adopted: 11/11/26

4130 - ASSIGNMENT AND TRANSFER

The Board of Education and the Superintendent reserve the right to assign and transfer support staff members to the positions for which they are qualified and in which their service will best serve the operation of the district.

The Superintendent is responsible for the assignment and transfer of support staff members, except that the Board of Education is responsible for the assignment of support staff members in the positions of Treasurer of School Moneys, Board Attorney, or Board Secretary, except a Board Secretary who performs business administrator functions.

The Board will transfer support staff members only upon the recommendation of the Superintendent and by a recorded roll call majority vote of the full membership of the Board. The Board will not withhold its approval of the transfer for arbitrary and capricious reasons.

In considering any transfer, the Superintendent shall base the choice on the employee's success in former positions, the employee's attitude toward change, the employee's length of service in the district, the recommendation of the employee's supervisor, and the operational efficiency advanced by the proposed transfer. No support staff member shall be transferred for disciplinary reasons.

Employees shall be given written notice of their annual assignments and when the assignment will be effective, but may be given notice of reassignment at any time during the year.

Employees may not transfer duties from one position to another nor may one employee perform the duties of another employee without the prior approval of the Superintendent.

N.J.S.A. 34:13A-1 et seq.
N.J.S.A. 18A:27-4.1

Adopted: 14 May 2008

Revised & Adopted: 11/11/26

4140 - TERMINATION

The Board of Education will enter a contract with each non-tenured support staff member providing, in part, for the termination of employment by either party. The Board may terminate the employment of an employee for incompetence, immorality, unfitness for service, insubordination, reduction in force, or other good cause. Any notification of termination for cause will include a full statement of the reasons for the dismissal.

The Board may terminate an employment contract with a non-tenured support staff member only upon the recommendation of the Superintendent and by a recorded roll call majority vote of the full membership of the Board. The Board will not withhold its approval for arbitrary and capricious reasons. N.J.S.A. 18A:27-4.1.

The Board may temporarily suspend an employee with or without pay and without notice when his/her continued services may be inimical to the interests of students.

N.J.S.A. 18A:6-10; 18A:17-2; 18A:17-3; 18A: 27-4.1

Adopted: 14 May 2008

Revised & Adopted: 11/11/26

4145 - LAYOFFS

The Board of Education shall provide the support staff necessary for the operation of the district in a manner that is efficient and economical.

The Board reserves the right to abolish support staff positions and reduce district staff commensurately whenever reasons of economy, reorganization of the school district, reduction in the number of students, or other good cause so warrant. The School Business Administrator/Board Secretary shall continually review the efficiency and effectiveness of district organization and recommend to the Board the creation and abolishment of support staff positions and the reallocation of duties and positions.

When two or more employees are employed in the same classification of employment in which a position is abolished, the employee shall be reemployed who has demonstrated greater competence.

When, as the result of the abolishment of a position, an employee is demoted in position, the employee shall receive the salary of the position to which he/she has been assigned.

N.J.S.A. 18A:6-10; 18A:17-4

Adopted: 14 May 2008

Revised & Adopted: 11/11/26

4146 - NONRENEWAL OF NONTENURED SUPPORT STAFF MEMBER

The Board will renew the employment contract of a nontenured support staff member only upon the recommendation of the Superintendent and by a recorded roll call majority vote of the full membership of the Board. The Board will not withhold its approval for arbitrary and capricious reasons. A nontenured support staff member who is not recommended for renewal by the Superintendent is deemed non-renewed.

When the nontenured support staff member's performance does not meet the standards of the school district, the Superintendent shall recommend not to renew the nontenured support staff member's contract. Prior to notifying the nontenured support staff member of the nonrenewal, the Superintendent will notify the Board of the recommendation not to renew the nontenured support staff member's contract and the reasons for the recommendation. The Superintendent may notify the Board in a written notice or in executive session at a full Board meeting. In the event the Board is notified in executive session, the Superintendent will comply with the requirements of the Open Public Meetings Act and provide reasonable notice to the nontenured support staff member their employment will be discussed in executive session in order for the nontenured support staff member to exercise their statutory right to request a public discussion.

The Superintendent shall provide written notification to each nontenured support staff member to whom reemployment will not be offered in accordance with the terms of any applicable collective bargaining agreement, individual contract, or any other agreement between the parties. Paraprofessionals continuously employed since the preceding September 30 as a school aide or classroom aide in a school district that receives funding under Title I of the Federal Elementary and Secondary Education Act of 1965 shall be notified of renewal or nonrenewal on or before May 15 in each year in accordance with the provisions of N.J.S.A. 18A:27-10.2.

Any nontenured support staff member receiving notice that a contract for the succeeding year will not be offered, may within fifteen calendar days, request in writing a statement of the reasons for such non-employment which shall be given to the nontenured support staff member in writing within thirty calendar days after the receipt of such request.

Whenever a nontenured support staff member has requested in writing and received a written statement of reasons for non-reemployment pursuant to N.J.S.A. 18A:27-3.2, the nontenured support staff member may request in writing an informal appearance before the Board. The written request shall be submitted to the Board within ten calendar days of the nontenured support staff member's receipt of the Board's statement of reasons. The informal appearance shall be scheduled within thirty calendar days from the nontenured support staff member's receipt of the Board's statement of reasons.

The Board is not required to offer reemployment or vote on reemployment after an informal appearance with a nontenured support staff member who was not recommended for reemployment by the Superintendent. The Board may, with a majority vote of its full membership in public session and without the recommendation of the Superintendent, offer the nontenured support staff member reemployment after the informal appearance before the

Board. Within three working days following the informal appearance, the Board shall notify the affected nontenured support staff member, in writing, of its final determination.

The provisions as outlined in Policy and Regulation 4146 may be revised or adjusted by the Superintendent of Schools to be in accordance with the terms and timelines of any applicable collective bargaining agreement, individual contract, or any other agreement between the parties provided the terms are not contrary to any statute, administrative code, or any management rights of the Board.

This Policy does not apply to the contract renewal of the Treasurer of School Moneys, Board Auditor, Board Attorney or Board Secretary, except a Board Secretary who performs business administration functions.

N.J.S.A. 18A:27-3.2; 18A:27-4.1

N.J.A.C. 6A:10-9.1

Adopted: 14 May 2008

Revised: 21 July 2021

Revised & Adopted: 11/11/26

4150 - DISCIPLINE

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

The Superintendent, School Business Administrator/Board Secretary, and/or immediate supervisor shall deal with disciplinary matters on a case by case basis. Discipline will include, as appropriate, verbal and written warnings, transfer, suspension, freezing wages, and dismissal; discipline will provide, wherever possible, for progressive penalties for repeated violations.

In the event disciplinary action is contemplated, notice will be given to the employee in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based; the text of the statute, policy, rule, or regulation that the employee is alleged to have violated; a date when the employee may be heard and the administrator who will hear the matter; and the penalty that may be imposed.

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

Adopted: 14 May 2008

Revised & Adopted: 11/11/26

4152 - FREEZING OR REDUCING WAGES

The Board of Education recognizes that any advancement on a salary schedule, including annual increments and raises, is not automatic but rests within the discretion of the Board.

Advancement on any salary schedule shall require favorable reports covering the employee's competence and thoroughness in the performance of assigned duties as well as the employee's record of attendance and compliance with district regulations.

The Superintendent shall base a recommendation for wage freeze on evaluations of the employee's performance and conduct. The Superintendent must also show to the satisfaction of the Board that the standards by which an employee has been evaluated are not exceptional or unusual and are expected of all employees in a similar classification.

N.J.S.A. 18A:29-14

Adopted: 14 May 2008

Revised & Adopted: 11/11/26

4159 - SUPPORT STAFF MEMBER/SCHOOL DISTRICT REPORTING RESPONSIBILITIES

All support staff members shall be required to report their arrest or indictment for any crime or offense to the Superintendent of Schools as soon as possible prior to returning to school. For purposes of this policy, "support staff members" shall include all school district employees who hold a position in the school district for which no certificate issued by the New Jersey State Board of Examiners is required.

The report submitted to the Superintendent shall include the date of arrest or indictment and charge(s) lodged against the support staff member. Such support staff members shall also report to the Superintendent the disposition of any charges within seven calendar days of the disposition. Failure to comply with these reporting requirements may be deemed "just cause" for disciplinary action, which may include termination or non-renewal of employment in accordance with law.

Teaching staff members are required to report their arrest or indictment for any crime or offense in accordance with Policy 3159 and N.J.A.C. 6A:9B-4.3.

The school district shall make these reporting requirements known to all new support staff members upon initial employment and to all employees on an annual basis.

Adopted: 19 January 2011

Revised & Adopted: 24 August 2016

Revised & Adopted: 11/11/26

4160 - PHYSICAL EXAMINATION (M)

The Board of Education shall requires any candidate for employment who has received a conditional offer of employment to undergo a physical examination pursuant to N.J.S.A. 18A:16-2.a. to determine whether the candidate is able to perform with reasonable accommodation job-related functions pursuant to P.L. 101-336, Americans with Disabilities Act of 1990 (ADA), pursuant to N.J.A.C. 6A:32-6.3.

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

In accordance with N.J.A.C. 6A:32-6.2(a), the Board will develop the requirements for the physical examination and provide for notification to candidates for employment regarding the requirements for the physical examination which shall include, but not be limited to, a health history to include past serious illnesses and injuries; current health problems; allergies; and a record of immunizations. The physical examination shall also include, but not be limited to, a health screening to include, but not be limited to: height and weight; blood pressure; pulse and respiratory rate; vision screening; and hearing screening.

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

Support staff member physicals, examinations, and/or annual medical updates do not require screening or disclosure of HIV status.

The Board will follow the current New Jersey Department of Health Guidance for Tuberculosis (TB) Testing in New Jersey Schools.

Health records of candidates for employment and current support staff members including computerized records, shall be secured, stored, and maintained separately from other personnel files pursuant to N.J.A.C. 6A:32-6.3(d). The information contained in medical records shall be kept confidential. Only the support staff member, the Superintendent, and the school medical inspector shall have access to medical information regarding an individual support staff member. Health records shall be the property of the Board and may be shared only with authorized individuals in accordance with N.J.S.A. 18A:16-5 and N.J.A.C. 6A:32-6.3(d).

Pursuant to N.J.A.C. 6A:32-6.3(c), an individual support staff member may provide health-status information, including medications that may be of value to medical personnel in the event of an emergency requiring treatment. In such instances, a support staff member may also choose to share with the Principal and, if desired, with the certified school nurse, information regarding current health status to assure ready access in a medical emergency.

Pursuant to N.J.S.A. 18A:16-2, the Board may require physical or psychiatric examinations of a support staff member whenever, in the Board's judgment a support staff member shows evidence of deviation from normal physical or mental health. Any additional individual examinations will be pursuant to the requirements of N.J.A.C. 6A:32-6.3(b). Additional examinations and/or certifications may be required to verify fitness in accordance with Policy 4161 – Examination for Cause or disability in accordance with Policies 4425 – Work Related Disability Pay and 4435 – Anticipated Disability.

42 USC 12101
N.J.S.A. 18A:16-2; 18A:16-3; 18A:16-5
N.J.A.C. 6A:32-6.1; 6A:32-6.2; 6A:32-6.3

Adopted: 14 May 2008

Revised & Adopted: 21 June 2017

Revised & Adopted: 1/15/25

Revised & Adopted: 11/11/26

4161 - EXAMINATION FOR CAUSE

A. Pursuant to N.J.S.A. 18A:16-2 and N.J.A.C. 6A:32-6.3, the Board of Education may require physical or psychiatric examinations of a support staff member whenever, in the judgment of the Board, a support staff member shows evidence of deviation from normal physical or mental health, to determine the support staff member's physical and mental fitness to perform, with reasonable accommodation, the position the support staff member currently holds, or to detect any health risk(s) to students and other employees. When the Board requires a support staff member to undergo a physical or psychiatric examination:

1. The Board shall provide the support staff member with a written statement of the reasons for the required examination; and

2. The Board shall provide the support staff member with a hearing, if requested.

   a. Notice of the support staff member's right to a hearing shall be provided with the statement of reasons for the required examination;

   b. The support staff member must request the Board hearing, in writing, within five working days of the support staff member's receipt of the written statement of reasons:

      (1) The support staff member shall be ordered to submit to the appropriate examination(s) by the physician or institution designated by the Board if the support staff member failed to timely request a hearing before the Board;

   c. The Board hearing shall be conducted in accordance with the provisions of N.J.S.A. 18A:25-7 and will offer the support staff member the opportunity to appear before the Board to refute the reason(s) for the required examination(s);

   d. The support staff member shall be ordered to submit to the appropriate examination(s) by the physician or institution designated by the Board if the support staff member failed to persuade the Board at the hearing that the support staff member should not be required to submit to the appropriate examination(s); and

   e. The determination of such a hearing shall be appealable to the Commissioner pursuant to N.J.S.A. 18A:6-9 and N.J.A.C. 6A:4 - Appeals.

3. The support staff member may, without reprisal, refuse to waive their right to protect the confidentiality of medical information, in accordance with P.L. 104-191, Health Insurance Portability and Accountability Act of 1996.

B. Pursuant to N.J.S.A. 18A:16-3, the Board shall bear the cost of examinations made by a physician or institution designated by the Board. However, the support staff member shall bear the cost if the examination is performed by a physician or institution designated by the support staff member with approval of the Board.

1. If the support staff member submits names of physicians or institutions to the Board for consideration to complete the appropriate examination(s), the Board is not required to designate the physician or institution submitted for consideration by the support staff member, but shall not act unreasonably in withholding its approval of the physician or institution.

2. The support staff member shall authorize the physician or institution performing the examination to immediately release the examination results to the Superintendent.

3. All records and reports relating to any such examination shall be the property of the Board, in accordance with N.J.S.A. 18A:16-5.

   a. Health records of support staff members, including computerized records, shall be secured, stored, and maintained separately from other personnel files; and

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

4. If the results of any such examination indicate mental abnormality or communicable disease, the support staff member shall be ineligible for further service until proof of recovery, satisfactory to the Board, is furnished, but if the support staff member is under contract or has tenure, they may be granted sick leave with compensation as provided by law and shall, upon satisfactory recovery, be permitted to complete the term of their contract, if they are under contract, or be reemployed with the same tenure as they possessed at the time their services were discontinued, if they have tenure, unless their absence shall exceed a period of two years in accordance with N.J.S.A. 18A:16-4.

C. In order to return to work, the support staff member must submit to an appropriate examination and submit the results of the examination to the Superintendent.

1. The examination must be conducted by a physician or institution upon which the Board and support staff member confer and agree;

2. If the physician or institution conducting the examination is conducted by the Board’s choice, the cost shall be borne by the Board; if the physician or

institution conducting the examination is conducted by the support staff member's choice, the cost shall be borne by the support staff member; and

3. The support staff member shall authorize the physician or institution performing the examination to immediately release the examination results to the Superintendent.

D. A support staff member who refuses to submit to the examination required by the Board in accordance with this Policy and has exhausted the hearing procedures established by law and this Policy shall be subject to discipline, which may include, but is not limited to, termination or certification of tenure charges to the Commissioner of Education, as applicable.

42 U.S.C.A. 12101
N.J.S.A. 18A:6-10; 18A:16-2; 18A:16-3; 18A:16-4; 18A:16-5
18A:25-7; 18A:28-5; 18A:30-1 et seq.
N.J.A.C. 6A:32-6.2; 6A:32-6.3

Adopted: 14 May 2008

Revised and Adopted: 8/24/22

Revised: 11/15/23

Revised & Adopted: 11/11/26

4211.3 - CONSULTING OUTSIDE THE DISTRICT

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

The Superintendent may recommend to the Board a support staff member's attendance in another school district, agency or other entity without additional remuneration to the support staff member or school district, upon a written request from the agency or from the support staff member.

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

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

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

Adopted: 14 May 2008

Revised & Adopted: 11/11/26