

**North Hunterdon-Voorhees Regional High School District**

Annandale, NJ

February 20, 2018

**Second Reading Board Policies**

The following policies are presented for the second reading – (P) denotes policy, (M) denotes mandatory:

Second Reading of Policies:

P 2430	Co-Curricular Activities (Revised)
P 2431	Athletic Competition (Revised)
P 2624	Grading System (Revised)
P 3142	Nonrenewal of Nontenured Teaching Staff Member (Revised)
P 3146	Conduct of Reduction in Force (Revised)
P 3152	Withholding an Increment (Revised)
P 3161	Examination for Cause (Revised)
P 3217	Use of Corporal Punishment (New)
P 3233	Political Activities (Revised)
P 3351	Healthy Workplace Environment (Abolish)
P 3431.3	New Jersey's Family Leave Insurance Program (New)
P 3437	Military Leave (Revised)

## 2430 CO-CURRICULAR ACTIVITIES

The Board of Education believes that the goals and objectives of this district are best achieved by a diversity of learning experiences, some of which are more appropriately conducted outside the regular instructional program of the school. The purpose of such co-curricular activities shall be to develop leadership capacities and good organizational skills, to aid in the socialization of ~~pupils~~students, and to enable ~~pupils~~students to explore a wider range of individual interests than might be available in the regular curricular program.

The Board shall make school facilities, supplies, and equipment available and assign staff members for the support of a program of co-curricular activities for ~~pupils~~students in grades nine through twelve. The Board shall maintain the program of co-curricular activities at no cost to participating ~~pupils~~students, except that ~~pupils~~students may be required to provide supplies in accordance with Board Policy No. 2520 on instructional supplies and ~~pupils~~students may be required to assume all or part of the costs of travel and attendance at co-curricular events and trips.

For purposes of this policy, co-curricular activities are those activities conducted on or off school premises by clubs, associations, and organizations of ~~pupils~~students sponsored by the Board and do not include athletic competitions and practices. Co-curricular activities must be related to the curriculum, but are not offered for credit toward promotion or graduation, and are ordinarily conducted wholly or partly outside the regular school day.

The Board will permit the use of school facilities by organizations of ~~pupils~~students during ~~pupil~~ student activity periods. No group of ~~pupils~~students, regardless of the size of the group, will be denied an opportunity to meet on the basis of the religious, political, philosophical, or other content of the speech at their meeting.

No co-curricular activity shall be considered to be under the sponsorship of this Board unless it has been approved by the Superintendent.

~~Pupils~~Students shall be fully informed of the co-curricular activities available to them and of the eligibility standards established for participation in co-curricular activities. Co-curricular activities shall be available to all ~~pupils~~students who voluntarily elect to participate.

### Academic Eligibility Requirements

Extra curricular student activities exist to provide educational experiences not otherwise provided for in academic courses. Students are expected to maintain good academic standing to be eligible to participate in extra curricular programs.

A student who is failing one course at the mid quarter progress report or at the end of the marking period must report to Curriculum, Instruction, and Activities period twice a week or its equivalent for extra help to maintain eligibility. —

A student who is failing two or more courses at the mid-quarter progress report or at the end of the marking period is ineligible until the next mid-quarter progress report or end of marking period. Extra help is available for the student.

A student is ineligible to participate if he/she is failing two or more courses at the midpoint of a marking period. This student will become eligible when he/she is no longer failing two or more courses in that marking period.

A student is ineligible to participate if he/she receives two or more failing marking period grades. This student will become eligible if he/she is no longer failing two or more courses at the midpoint of the following marking period.

The Superintendent shall prepare procedures to implement a co-curricular program and shall assess the needs and interests of the pupils ~~pupils~~ students of this district and provide for the continuing evaluation of the co-curricular program.

39 U.S.C.A. 1701 et seq.

N.J.S.A. 18A:11-3; 18A:42-2; 18A:42-5

N.J.A.C. 6A:19-6.10

Adopted: 1 May 2001

## **2431 ATHLETIC COMPETITION - M**

The Board of Education recognizes the value of a program of athletic competition for both boys and girls as an integral part of the total school experience. Game activities and practice sessions provide opportunities to learn the values of competition and good sportsmanship. Programs of athletic competition, both intra-scholastic and interscholastic, offer ~~pupils~~ students the opportunity to exercise and test their athletic abilities in a context greater and more varied than that offered by the class or school or school district alone, and an opportunity for career and educational development.

For purposes of this Policy, programs of athletic competition includes all activities relating to competitive sports contests, games, events, or sports exhibitions involving individual ~~pupils~~ students or teams of ~~pupils~~ students when such events occur within or between schools within this district or with any schools outside this district. The programs of athletic competition shall include, but are not limited to, high school interscholastic athletic programs, middle school interscholastic athletic programs where school teams or squads play teams or squads from other school districts, and/or intramural athletic programs within a school or among schools in the district and any cheerleading program or activity in the school district.

### **Eligibility Standards**

A student who wishes to participate in a program of athletic competition must submit, on a form provided by the district, the signed consent of his or her parent. The consent of the parent of a student who wishes to participate in a program of athletic competition will include an acknowledgment of the physical hazards that may be encountered in the activity.

Student participation in a program of athletic competition shall be governed by the following eligibility standards:

1. To be eligible for participation in the interscholastic athletic program of a New Jersey State Interscholastic Athletic Association (NJSIAA) member school, all high school students must meet, at a minimum, all the eligibility requirements of the Constitution, Bylaws, and Rules and regulations of the NJSIAA.
2. Home schooled children are not eligible to participate in the high school interscholastic athletic program of this district.
3. A student in any grade must maintain a satisfactory record of attendance to be eligible for participation in school district sponsored programs of athletic competition.
4. A student in any grade who fails to observe school rules for student conduct may forfeit his/her eligibility for participation in school district sponsored programs of athletic competition.

### **Eligibility Requirements**

North Hunterdon-Voorhees Regional High School District is a member of the New Jersey State Interscholastic Athletic Association, the Skyland Conference and the Hunterdon/Warren/Sussex Athletic Association. NJSIAA requirements state: An athlete becomes ineligible for high school athletics if he/she attains the age of nineteen prior to September 1. However, any athlete attaining age 19 on or after September 1 shall be eligible for the ensuing year.

As an incoming student from grammar school (8th Grade), there are no credit requirements for the fall or winter season however; to be eligible for the second semester (spring season), a student must be passing 15 credits at the conclusion of the first semester.

#### Academic Eligibility Requirements

Extra curricular student activities exist to provide educational experiences not otherwise provided for in academic courses. Students are expected to maintain good academic standing to be eligible to participate in extra curricular programs.

~~A student who is failing one course at the mid-quarter progress report or at the end of the marking period must report to Curriculum, Instruction, and Activities period twice a week or its equivalent for extra help to maintain eligibility. —~~

~~A student who is failing two or more courses at the mid-quarter progress report or at the end of the marking period is ineligible until the next mid-quarter progress report or end of marking period. Extra help is available for the student.~~

A student is ineligible to compete if he/she is failing two or more courses at the midpoint of a marking period. This student will become eligible when he/she is no longer failing two or more courses in that marking period.

A student is ineligible to compete if he/she receives two or more failing marking period grades. This student will become eligible if he/she is no longer failing two or more courses at the midpoint of the following marking period.

In addition to the district requirement the N.J.S.I.A.A. Eligibility Requirements will be followed when they exceed district requirements. A student participating in athletics will have completed a minimum of fifteen credits in the prior semester or thirty credits in the prior school year.

Notice of these eligibility requirements shall be given to students.

#### Required Examinations – Interscholastic or Intramural Team or Squad

Students enrolled in grades nine to twelve must receive a medical examination, in accordance with the provisions of N.J.S.A. 18A:40-41.7, prior to participation on a school-sponsored interscholastic or intramural team or squad and any cheerleading program or activity.

The examination shall be conducted within 365 days prior to the first day of official practice in an athletic season with examinations being conducted at the medical home of the student. The “medical home” is defined as a health care provider and that provider’s practice site chosen by the student’s parent for the provision of health care. If a student does not have a medical home, the school district shall provide the examination at the school physician’s office or other comparably equipped facility. The parent may choose either the school physician or their own private physician to provide this medical examination. The medical examination required prior to participation shall be in accordance with the requirements as outlined in N.J.A.C. 6A:16-2.2(h)1 and Regulation 2431.2 and shall be documented using the Preparticipation Physical Evaluation form required by the Department of Education.

Information concerning a student's HIV/AIDS status shall not be required as part of the medical examination or health history pursuant to N.J.S.A. 26:5C-1 et seq. The health findings of this medical examination shall be maintained as part of the pupil's health record.

#### Emergency Procedures

Athletic coaches shall be trained in first aid to include sports-related concussion and head injuries, the use of a defibrillator, the identification of student athletes who are injured or disabled in the course of any athletic program or activity, and any other first aid procedures or other health related trainings required by law or the Superintendent.

The Superintendent shall prepare and present to the Board for its approval procedures for the emergency treatment of injuries and disabilities that occur in the course of any athletic program or activity. Emergency procedures shall be reviewed by the Superintendent not less than once in each school year and shall be disseminated to appropriate staff members.

#### Interscholastic Standards

The Board shall approve annually a program of interscholastic athletics and shall require that all facilities utilized in that program, whether or not the property of this Board, properly safeguard both players and spectators and are kept free from hazardous conditions.

The Board adopts as Board policy the Constitution, Bylaws, Rules and Regulations of the New Jersey State Interscholastic Athletic Association and shall review such rules on a regular basis to ascertain that they continue to be in conformity with the objectives of this Board.

The Superintendent shall annually prepare, approve, and present to the Board for its consideration a program of interscholastic athletics that includes a complete schedule of athletic events and practices and shall inform the Board of changes in that schedule.

The Superintendent shall prepare rules for the conduct of pupils participating in interscholastic athletics that will conform to rules of the State Board of Education, the New Jersey State Interscholastic Athletic Association, the Skyland League and the Hunterdon/Warren Athletic Association.

#### Adding a New Sport

1. An application form can be obtained from the Athletic Director in each building. The form is to be returned to the Athletic Director who will send a copy to the Building Principal and the Superintendent.
2. Approval criteria:
  - a. The sport must be sanctioned by the New Jersey State Interscholastic Athletic Association (NJSIAA).
  - b. There must be sanctioned interscholastic competition at the conference, regional and state levels.
  - c. It must be possible to secure qualified, competent coaches following all Board of Education and NJSIAA rules and regulations.

- d. The sport must follow the same guidelines, philosophies and expectations of other sports to ensure that appropriate Title IX guidelines are followed.
- e. Adequate funding by the Board of Education must be available so that the sport can be appropriately supported.
- f. Any new sport will begin the subsequent school year pending budget approval.
- g. Any new sport must fit into the Skyland Conference scheduling matrix. If it cannot, the new sport may need to start at the beginning of the next Skyland Conference scheduling matrix.
- h. Depending upon the nature of the sport its participation may be introduced at the Sub-Varsity level.

#### Evaluative Criteria

There must be evidence of a strong continuing interest by students in the sport. Generally, interest should be demonstrated by three years of continuous participation by adequate numbers of students in the sport.

An interest survey to ensure equitable opportunities following the New Jersey State Department of Education Comprehensive Equity Plan Standards must be completed every three years by the schools Affirmative Action Committee.

N.J.S.A. 2C:21-11

N.J.S.A. 18A:11-3 et seq.

N.J.A.C. 6A:7-1.7; 6A:16-1.4; 6A:16-2.1 et seq

N.J.A.C. 6:4-1.5; 6:29-1.3; 6:29-3.1 et seq.; 6:29-3.4

Adopted: March 21, 2013

Revised: May 10, 2016

## **2624 GRADING SYSTEM**

The Board of Education recognizes that a system of measuring, recording, and reporting the achievements of individual pupils-students is important to the continuing process of learning.

The Board directs that the instructional program of this district include a system of grading in grades nine through twelve consistent with the educational goals of the district. Grades will measure the progress of pupils-students against course objectives and the New Jersey State Core Curriculum Content Standards.

Pupils-Students shall be informed at the outset of any course of study of the behaviors and achievements that are expected of them and shall be kept informed of their progress during the course of study. As a rule, grading should reward pupils-students for positive efforts and minimize failure, and pupils-students should be encouraged to evaluate their own achievements.

The Superintendent shall develop and continually review in consultation with teaching staff members, parents or legal guardians, and pupils-students, a grading program appropriate to the course of study and maturity of pupils-students. The final decision on any contested grade will be the responsibility of the Principal. A pupil-student classified as disabled will be graded in accordance with his or her individualized educational program.

### **Introduction**

The Board of Education believes that each report card grade issued by a teacher must represent a student's level of proficiency and growth in the subject. The grades may also reflect a student's work habits and his/her ability to meet a deadline and to work both cooperatively and independently. Performance on class work, daily homework and outside assignments are measures of these competencies.

### **Grading Symbols**

These grading symbols are to be used on report cards. (Note: Integral equivalents are only an aid in computing final grades and GPA's.)

<b>Letter</b>	<b>Percent</b>	<b>Comment</b>
A	93- and above	EXCELLENT
A-	90-92	
B+	87-89	
B	83-86	VERY GOOD
B-	80-82	
C+	77-79	



C	73-76	SATISFACTORY
C-	70-72	
D+	67-69	NEEDS IMPROVEMENT
D	64-66	
F	63 and below	FAILING

The above information should be shown in the legend on the report card effective Ffall term, 2004 – 2005 school year.

### III. RECORDING OF MARKING PERIOD GRADES:

Each marking period grade shall be recorded in the teacher's grade book and report card as A, A-, B+, B, B-, C+, C, C-, D+, D, or F. A marking period numerical average will not appear on the report card. Marking period grades, final course grades and grade point average will be calculated as specified in Regulation 2624.

### IV. EXAMINATIONS

End of course examinations will be given in each course during the specifically scheduled examination period. Final examinations will be presented as separate letter grades on student report cards.

### V. CHANGING OF STUDENT GRADES:

- A. Challenges to Marking Period Grades - Requests for reevaluation of a marking period grade must be made within the marking period subsequent to the one in which the grade was issued.
- B. Changing a Final Grade - Changing of final course grades for any reason other than a clerical error, must be approved by the Assistant Principal. The Assistant Principal, Principal and Assistant Superintendent must approve changes that occur after September 1 of the next year.

### VI. WITHDRAWAL FROM A COURSE:

A grade of "Withdrawal" will be given to each student who withdraws from a course of study after the fifth week of classes.

- A. A grade of "withdrawal-passing" (WP) will be given to each student who withdrew after having demonstrated satisfactory achievement and attendance in the course.
- B. A grade of "withdrawl-failing" (WF) will be given to each student who withdrew after having demonstrated unsatisfactory achievement and/or poor attendance in the course or who was removed from the course by administrative action.
- C. Grades of WP and WF will not impact the calculation of the student's grade point average.

## **VII. LOSS OF CREDIT**

Loss of credit due to poor attendance will not affect the final grade for the course. ~~Pupils~~ Students will receive the grade they earned for the course, but no credit will be awarded. Loss of ~~c~~credit will affect GPA calculations and may effect district credit requirements for graduation. Credit may be restored through the District Credit Restoration Program, ~~which is offered during the regularly scheduled Summer School Program.~~

## **VIII. REVIEW:**

The Superintendent is directed to establish procedures for yearly review of this policy.

Adopted: October 18, 2011

Revised:

### 3142 NONRENEWAL OF A NONTENURED TEACHING STAFF MEMBER

The Board of Education recognizes its obligation to employ only those professional staff members best trained and equipped to meet the educational needs of the pupils-students of this district. The Board shall discharge that obligation by retaining in service only those nontenured teaching staff members who meet those standards. ~~When it appears that a teaching staff member's performance does not meet the standards of the district, the Superintendent shall consider recommending to the Board that any such member not be reemployed. Contracts for nontenured staff can be renewed only upon the Superintendent's recommendation and a majority vote of the full Board. The Board will renew the employment contract of a teaching staff member only upon the recommendation of the Superintendent and by a recorded roll call vote majority vote of the full membership of the Board. The Board may shall not withhold its approval for arbitrary and capricious reasons. A nontenured teaching staff member who is not recommended for renewal by the Superintendent is deemed nonrenewed.~~

When the nontenured teaching staff member's performance does not meet the standards of the district, the Superintendent shall recommend not to renew the teaching staff member's contract. Prior to notifying the nontenured teaching staff member of the nonrenewal, the Superintendent will notify the Board of the recommendation not to renew the nontenured teaching staff member's contract and the reasons for the recommendation. The Superintendent 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 teaching staff member their employment will be discussed in executive session in order for the nontenured teaching staff member to exercise their statutory right to request a public discussion.

~~The Board shall meet in April of each year to consider the Superintendent's recommendation(s) for the renewal and nonrenewal of contracts for nontenured employees and to determine those teaching staff members who will not be reemployed. Each employee whose reemployment will be discussed in an executive session of the full Board meeting will be so notified in order that he or she may request discussion at a public meeting of the full Board.~~

~~The Board-Superintendent shall notify each nontenured teaching staff member to whom reemployment will not be offered of such nonrenewal in writing on or before May 15 and no later than April 24. Any teaching staff member who received written notice a contract will not be offered whose contract has not been renewed by the Board may, apply in writing to the Board within fifteen days of receiving such notification, request in writing a statement of for the reasons for nonrenewal. The Board-Superintendent will provide a written statement of reasons within thirty days of the receipt of any such request.~~

~~The Board will also provide any nonrenewed teaching staff member with an opportunity to meet informally with the Board, provided that a request for such an appearance is received within ten days after the teaching staff member receives the statement of reasons provided by the Board.~~

Whenever the nontenured teaching staff member has requested in writing and received a written statement of reasons for non-reemployment, the nontenured teaching staff member shall have the right to an informal appearance before the Board to permit the staff member an opportunity to convince the members of the Board to offer reemployment. The staff member must request the appearance before the Board within ten calendar days of the nontenured teaching staff member's receipt of the statement of reasons. The informal appearance before the Board shall be held in accordance with the provisions of N.J.A.C. 6A:10-8.1.

The Board is not required to offer reemployment or vote on reemployment after an informal hearing appearance with a nontenured teaching staff member who was not recommended for reemployment by the Superintendent. The Board may, with a majority vote of its full membership in public session and without the recommendation of the Superintendent, offer the nontenured teaching staff member reemployment after an informal hearing appearance before the Board. The nontenured teaching staff member will be notified of the Board's final determination within three days following the informal appearance before the Board.

N.J.S.A. 18A:27-3.1 ~~et seq.~~; 18A:27-3.2; 18A:27-10 et seq.; 18A:27-4.1  
N.J.A.C. 6:3-4.1 ~~et seq.~~ 6A:10-8.1

Adopted: 1 May 2001

### 3146 CONDUCT OF REDUCTION IN FORCE

When teaching staff member positions have been abolished, in accordance with Board Policy No. 3112, the Board of Education will transfer and/or dismiss affected teaching staff members as required by law.

No tenured teaching staff member will be transferred or dismissed in a reduction in force affecting a category of employment in which a nontenured teaching staff member is employed. When two or more nontenured teaching staff members are employed within the category affected by a reduction in force, the nontenured teaching staff member(s) shall be retained in that category who ~~best meets the districts educational needs~~ has demonstrated greater competence.

Tenure and seniority entitlements will govern the transfer and dismissal of tenured teaching staff members affected by a reduction in force, except that, when two or more tenured teaching staff members within the same employment category affected by a reduction in force possess an identical seniority entitlement to that category, the teaching staff member(s) shall be retained in that category who has demonstrated greater competence.

The Superintendent shall collect and maintain the information requisite to the calculation of each tenured teaching staff member's seniority status. The Superintendent shall develop and maintain district seniority lists and shall recommend dismissals and transfers in a reduction in force in accordance with those lists. No seniority list shall be a public document or published in the absence of a reduction in force or reemployment from a preferred eligible list.

Teaching staff members affected by a reduction in force will be informed of their seniority status and of the effect of the reduction in force on their employment, as promptly as possible after the Board's action to abolish positions. Wherever possible, the Board will give sixty days notice of a pending dismissal. If notice cannot be given a full sixty days before the end of the employee's service, salary in lieu of notice will be given for the remaining notice period beyond the end of service.

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

N.J.A.C. ~~6:3-5~~ 16A:32-5.1

Adopted: 1 May 2001

### 3152 WITHHOLDING AN INCREMENT

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

The Board of Education may determine, by recorded roll call majority vote of the full membership and at any time prior to the commencement of the school year or contract year in which the employee's salary will vest, to withhold any or all of the increments indicated by the salary guide or by Board policy. In no case will the Board withhold a portion of an increment.

The Board shall, within ten days of its formal action to withhold an increment, give written notice to the affected employee of both the action and the reason or reasons for which it was taken.

The purpose of the Board in withholding increments is to improve the educational program and encourage the highest possible professional performance of its employees. Accordingly, all reasonable efforts will be made to inform employees of any deficiencies that may result in the withholding of an increment and to assist them in the correction of those deficiencies.

An increment withheld may be restored only by action of the Board. Nothing in this policy shall limit the right of a successor Board to restore an employee from whom an increment or increments have been withheld to that place on the salary guide he or she would have achieved had the increment or increments not been withheld.

N.J.S.A. 18A:25-7; 18A:29-14; N.J.A.C. 6:24-4.1 6A:3-4.1

Adopted: 1 May 2001

### **3161 EXAMINATION FOR CAUSE**

The Board of Education may, in accordance with law, require the psychiatric or physical examination of any teaching staff member who shows evidence of deviation from normal physical or mental health.

The Superintendent shall recommend to the Board the examination of any teaching staff member whose physical or mental condition so departs from normal health as to adversely affect the performance of the member's duties. Any such recommendation must be accompanied by competent evidence. If the Board determines that deviation from normal health has been demonstrated, it may require that the member submit to a physical or mental examination.

A requirement for physical or mental examination shall be made known to the employee by written notice setting forth the nature of the examination required, the reasons for the requirement, and a statement offering the member the opportunity to appear before the Board to explain or refute those reasons, provided any such hearing is requested in writing within ten working days of the receipt of the notice.

A teaching staff member who fails to request an appearance before the Board within the time permitted or, having appeared before the Board, fails to persuade the Board that he/she should not be required to submit to the required examination shall be ordered to submit to an appropriate examination by a physician or institution designated by the Board and at the Board's expense.

The teaching staff member may, at his/her option, submit names of physicians or institutions to the Board for consideration to complete the appropriate examination(s). The Board is not required to designate a physician or institution submitted for consideration by the teaching staff member, but the Board will not act unreasonably in withholding its approval of a physician or institution submitted by a teaching staff member. The cost of the examination will be borne by the Board if the Board designates a physician or institution from the names submitted from the teaching staff member.

If the teaching staff member's request is denied, or if the teaching staff member does not request the Board to consider a physician or institution, the staff member may elect to submit to an appropriate examination conducted by a physician or institution of the teaching staff member's own choosing and at his/her expense, provided the physician or institution so chosen is approved by the Board, pursuant to N.J.S.A. 18A:16-3, and is authorized and directed by the member to report the results of the examination to the Board.

If the results of the examination show mental abnormality or communicable disease, the teaching staff member shall be placed on sick leave and compensated in accordance with his/her sick leave entitlement, if any, until proof of recovery, satisfactory to the Board, is furnished. No leave of absence granted under this policy shall exceed the term of the contract of a nontenured teaching staff member or a period of two years in the case of a tenured teaching staff member.

A teaching staff member who refuses to submit to the examination required by the Board and has exhausted the hearing procedures established by law and this policy shall be subject to discipline, which may include the certification of tenure charges to the Commissioner of Education.

42 U.S.C.A. 12101

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

N.J.A.C. 6:29-7.4 (~~f~~)6A:32-6.3

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

Adopted: 1 May 2001



### **3217 USE OF CORPORAL PUNISHMENT**

The Board of Education cannot condone an employee's resort to force or fear in the treatment of students, even those students whose conduct appears to be open defiance of authority. Each student is protected by law from bodily harm and from offensive bodily touching.

Teaching staff members shall not use physical force or the threat of physical force to maintain discipline or compel obedience except as permitted by law, but may remove students from the classroom or school by the lawful procedures established for the suspension and expulsion of students.

A teaching staff member who:

1. Uses force or fear to discipline a student except as such force or fear may be necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of a student, to act in self-defense, or to protect persons or property;
2. Touches a student in an offensive way even though no physical harm is intended;
3. Permits students to harm one another by fighting; or
4. Punishes students by means that are cruel or unusual;  
will be subject to discipline by this Board and may be dismissed.

N.J.S.A. 18A:6-1; 18A:37-1

Adopted:

### 3233 POLITICAL ACTIVITIES

The Board of Education recognizes and encourages the right of all citizens, including teaching staff members, to engage in political activity. The Board prohibits the use of school premises and school time, however, for partisan political purposes.

The Board establishes the following guidelines to govern teaching staff members in their political activities:

1. A teaching staff member shall not engage in political activity on school premises except in accordance with Board Policy No. 7510 on the use of school facilities, and/or applicable Federal and State laws;
2. A teaching staff member shall not post political circulars or petitions on school premises nor distribute such circulars or petitions to ~~pupils~~ students nor solicit campaign funds or campaign workers on school premises;
3. A teaching staff member shall not display any material that would tend to promote any candidate for office on an election day in a school facility that is used as a polling place;
4. A teaching staff member shall not engage in any activity ~~or display or wear any materials~~ in the presence of students while on school property, which activity is intended and/or designed to promote, further or assert a position(s) on labor relations issues.

~~A teaching certificated staff member employed by this district who is a member of the Senate or General Assembly of the State of New Jersey~~ State Legislature or the County Board of Chosen Freeholders is shall be entitled by law to time off from school district duties, without loss of pay, during the periods of his/her attendance at regular or special sessions of the legislature and hearings or meetings of any legislative committee or commission. time the member attends meetings of the Legislature or Board of Chosen Freeholders or any committee of those bodies. ~~No other teaching staff member who holds elective or appointive office is so entitled, except as such time off may be provided for by Board policy or negotiated agreement.~~

A certificated staff member employed by this district who is a member of the Board of Chosen Freeholders of any county of New Jersey shall be entitled to time off from his/her duties, without pay, during the periods of his/her attendance at regular or special meetings of the Board and of any committee thereof and at such other times as he/she shall be engaged in performing the necessary functions and duties of his/her office as a member of the Board.

No other teaching staff member who holds elective or appointive office is so entitled to time off, except as such time off may be provided for by Board policy or negotiated agreement.

The provisions of this policy do not apply to the discussion and study of politics and political issues appropriate to the curriculum, the conduct of ~~pupil~~ student elections, or the conduct of employee representative elections.

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

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

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

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

Green Township v. Rowe, Superior Court of New Jersey - Appellate Division A-2528-98T5

Adopted: 19 February 2002

# ABOLISH

## 3351 HEALTHY WORKPLACE ENVIRONMENT

The Board of Education recognizes a healthy workplace environment enables school district administrative and teaching staff members to fully contribute their expertise and skills to their school district responsibilities. A healthy workplace environment can improve productivity, reduce absenteeism, and reduce staff turnover while having a positive impact on the school district's programs provided to pupils in the school district.

A significant characteristic of a healthy workplace environment is that employees interact with each other with dignity and respect regardless of an employee's work assignment or position in the school district. Repeated malicious conduct of an employee or group of employees directed toward another employee or group of employees in the workplace that a reasonable person would find hostile or offensive is unacceptable and is not conducive to establishing or maintaining a healthy workplace environment. This unacceptable conduct may include, but is not limited to, repeated infliction of verbal abuse such as the use of derogatory remarks; insults; verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating; or the gratuitous sabotage or undermining of a person's work performance. A single act of such conduct shall not constitute the unacceptable conduct prohibited by this policy unless it is especially severe and egregious.

Unacceptable conduct, for the purposes of this policy, is not conduct toward an employee of a protected class or because of the employee's protected activity. These employees and activities are afforded the legal protections under various Federal and State anti-discrimination laws. In addition, unacceptable conduct for the purposes of this policy shall not be confused with conduct of management employees exercising management rights including, but not limited to, assigning tasks, reprimanding, assigning discipline, or directing.

Employees who believe the conduct prohibited by this policy has been directed toward them or to another employee of the school district shall submit a written report to the Superintendent of Schools. The written report shall provide specific details supporting the claim including, but not limited to, the specific conduct; the names of witnesses (if any) who may have observed such conduct; dates or times when such conduct occurred; and any other information the person(s) making the report believes will be informative and helpful to an investigation of the allegations. Upon receipt of a report, the Superintendent or designee will conduct an investigation and upon completion of the investigation will inform the person(s) who made the report such an investigation was completed. The amount of investigation information shared with the person(s) making the report will be at the discretion of the Superintendent or designee and may vary depending on whether the conduct reported was directed to the person(s) making the report, confidential personnel matters, and/or other issues as determined by the Superintendent or designee.

If the investigation determines conduct prohibited by this policy has taken place, the Superintendent or designee will meet with the offender(s) and the victim(s) to review the investigation results and to implement remedial measures to ensure such conduct does not continue or reoccur. Appropriate disciplinary action may be taken depending on the severity of conduct.

There shall be no reprisals or retaliation against any person(s) who reports conduct prohibited by this policy.

Adopted: April 27, 2010

### **3431.3 NEW JERSEY'S FAMILY LEAVE INSURANCE PROGRAM**

Board of Education employees are eligible to apply for benefits under New Jersey's Family Leave Insurance Program administered by the State of New Jersey – Department of Labor and Workforce Development. New Jersey's Family Leave Insurance Program (NJFLI) may provide up to six weeks of family leave insurance benefits payable to covered employees from either the New Jersey State Plan or an approved employer-provided private plan.

A benefit provided through the NJFLI will be for the employee to bond with a child during the first twelve months after the child's birth, if the covered individual or the domestic partner or civil union partner of the covered individual is a biological parent of the child, or the first twelve months after the placement of the child for adoption with the covered individual. An employee who intends to apply to the State of New Jersey for benefits under this provision of the NJFLI must provide the Superintendent of Schools written notice thirty calendar days prior to beginning the leave. Failure to provide this thirty-day notice may result in a reduction in the employee's maximum family leave insurance benefits. Intermittent leave to bond with a newborn or newly adopted child must be agreed to by the Superintendent of Schools and the employee and, if agreed to, must be taken in periods of seven days or more.

A benefit provided through the NJFLI will also be to care for a family member with a serious health condition supported by a certification provided by a health care provider. An employee who intends to apply to the State of New Jersey for benefits under this provision of the NJFLI for consecutive leave must provide the school district reasonable and practical notice unless the time of the leave is unexpected or the time of the leave changes for unforeseen reasons. An employee who intends to apply for benefits under this provision of the NJFLI for intermittent leave must provide the school district with a written notice at least fifteen calendar days prior to beginning the leave.

For the purposes of this Policy, "family member" means a child, spouse, domestic partner, civil union partner, or parent of a covered individual. "Child" means a biological, adopted, or foster child, stepchild, or legal ward of a covered individual, child of a domestic partner of the covered individual, or child of a civil union partner of the covered individual, who is less than nineteen years of age or is nineteen years of age or older but incapable of self-care because of mental or physical impairment.

All applications for benefits under the NJFLI must be filed directly with the State of New Jersey – Department of Labor and Workforce Development. The eligibility requirements, wage requirements, benefit duration and amounts, and benefit limitations shall be in accordance with the provisions of the NJFLI as administered by the State of New Jersey – Department of Labor and Workforce Development. A formal appeal may be submitted to the State of New Jersey –

Department of Labor and Workforce Development if an employee or the Board disagrees with a determination on a claim.

The NJFLI provides eligible individuals a monetary benefit and not a leave benefit. The school district administrative and related staff will comply with the State of New Jersey - Department of Labor and Workforce Development requests for information in accordance with the provisions of N.J.A.C. 12:21-3.9.

The Board may elect to provide employees with Family Leave Insurance benefits coverage under a private plan which must be approved by the State of New Jersey – Department of Labor and Workforce Development.

A printed notification of covered individuals' rights relative to the receipt of benefits under the NJFLI will be posted in each of the school district worksites and in a place or places accessible to all employees at the worksite. Each employee shall receive a copy of this notification in writing at the time of the employee's hiring, whenever the employee provides written notice to the Superintendent of their intention to apply for benefits under the NJFLI, or at any time upon the first request of the employee. The written notification may be transmitted to the employee in electronic form.

N.J.S.A. 43:21-25 et seq.

N.J.A.C. 12:21-1.1 et seq.

Adopted:

### 3437 MILITARY LEAVE

The Board of Education recognizes that military service rendered by any district employee in the defense of the country or in maintaining preparedness for conflict, foreign or domestic, is a service benefiting all citizens. ~~Such service should not operate to deprive any district employee of benefits that would have been received had the period of military service been spent in district employment.~~ A permanent or full-time temporary officer and/or employee of the district will be provided military leave and related benefits pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Section 4301 et seq., P.L. 2001 Chapter 351 amending N.J.S.A. 38:23-1, N.J.S.A. 38A:1-1 and N.J.S.A. 38A:4-4, and any other applicable Federal and State laws.

~~The request of any employee for military leave of absence for active duty in the armed forces will be granted without pay provided that such leave is not requested for volunteer peacetime service beyond the period of training. Any person granted such leave will be reemployed by this district upon being honorably discharged or honorably separated from military service, provided that the person has given notice before the end of the leave of the intention to return to district employment. A nontenured employee reemployed after military service leave will be permitted to perform the unexpired portion of his or her contract.~~

~~The request of any employee who is a member of a United States Reserve Force or a member of the Organized Militia for a leave of absence with pay for duty in training or at the order of the Governor will be granted. All such employees are strongly urged to schedule such leaves of absence during the months when school is not in session. The Board reserves the right to verify the necessity for any such leave requested by an employee.~~

A permanent or full-time temporary officer or employee of the school district who is a member of the organized militia of New Jersey (New Jersey National Guard, New Jersey Naval Militia Joint Command) shall be entitled, in addition to pay received, if any, as a member of the organized militia, to a leave of absence from his or her respective duties without loss of pay or time on all days during which he or she shall be engaged in any period of State or Federal active duty; provided, however, that the leave of absence for Federal active duty or active duty for training shall not exceed ninety work days in the aggregate in any calendar year. Any leave of absence for such duty in excess of ninety work days shall be without pay, but without loss of time. Such leave shall be in addition to the regular vacation or other accrued leave provided to the officer or employee. A full-time temporary officer or employee who has served under such temporary appointment for less than one year in the district shall receive this leave without pay, but without loss of time.

A permanent or full-time temporary officer or employee of the school district who is a member of the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve, or United States Marine Corps Reserve, or other organization affiliated therewith, including the National Guard of other states, shall be entitled, in addition to pay received, if any, as a member of a reserve component of the Armed Forces of the United States, to



a leave of absence from his or her respective duty without loss of pay or time on all work days on which he or she shall be engaged in any period of Federal active duty, provided, however, that such leave of absence shall not exceed thirty work days in any calendar year. Such leave shall be in addition to the regular vacation or other accrued leave provided to the officer or employee. Any leave of absence for such duty in excess of thirty work days shall be without pay, but without loss of time. A full-time temporary officer or employee who has served under such temporary appointment for less than one year in the district shall receive this leave without pay, but without loss of time.

- Military leave with pay is not authorized for Inactive Duty Training (IDT) as defined in N.J.A.C. 5A:2-2.1.

- The district will provide benefits and rights for staff on military leave as required by Federal and State laws.

- The military leave requirements in this Policy are the minimum requirements of applicable Federal and State laws. The district, at its option, may provide additional military leave with pay and related benefits.

- Pursuant to N.J.S.A. 52:13H-2.1, in accordance with the provisions of Article VIII, Section II, paragraph 5 of the New Jersey Constitution, upon application by the district to the State Treasury and approval of the application by the Director of the Division of Budget and Accounting, reimbursement shall be made by the State of New Jersey for any costs incurred as a result of the provisions of P.L. 2001, Chapter 351.

N.J.S.A. 18A:6-33; 18A:28-11.1; 18A:29-11; 18A:66-8.1

N.J.S.A. 38:23-1 et seq.; 38A:1-1; 38A:4-4; 52:13H-2.1

N.J.S.A. 38AA-4

N.J.A.C. 5A:2-2.1

Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Section 4301 et seq.

Adopted: 1 May 2001