

*\*Based on NJSBA endorsed policy with recommended revisions from Sciarillo Cornell*

GENDER IDENTITY AND EXPRESSION

The board of education believes that a school culture that supports student achievement, respects the values of all students and fosters understanding of gender identity and expression within the school community is a safe learning environment. New Jersey law and district policy require that all programs, activities, and employment practices be free from discrimination based on sex, sexual orientation, gender identity or gender expression. Therefore in keeping with these mandates the board is committed to creating a safe learning environment for all students and to ensure that every student has equal access to all school programs and activities.

The board believes that fostering this understanding successfully requires cooperation and good communication between the parents/guardians, school administration, school staff and the school community. The chief school administrator shall ensure that students with gender identity or expression concerns and their parents/guardians shall be given the opportunity to discuss these issues and participate in the educational planning and programming for their student. The chief school administrator may consult the experiences and expertise of qualified school staff as well as external resources where appropriate.

To proactively plan for a safe learning environment free of discrimination and harassment students and parents/guardians of students with gender identity and expression concerns are encouraged to alert the school district and schedule a meeting with the chief school administrator. Upon request, the chief school administrator shall schedule a meeting with the parent/guardian and the student for the purpose of evaluating the needs of the student and planning any accommodations that may be considered to facilitate a respectful and comfortable school program that supports the student's achievement.

Definitions:

- A. "Gender Identity" is a person's deeply held sense or psychological knowledge of their own gender, regardless of the gender they were assigned at birth. Everyone has a gender identity.
- B. "Transgender" is a term which describes people whose gender identity or gender expression is different from their assigned gender at birth.
- C. "Gender expression" refers to the way a person expresses gender to others in ways that are socially defined as either masculine or feminine, such as through behavior, clothing, hairstyles, activities, voice or mannerisms.
- D. "Gender non-conforming" refers to gender-related identity and/or gender expression which does not conform to the social expectations or norms for a person of that gender assigned at birth.
- E. "Transition" refers to the process in which a person goes from living and identifying as one gender to living and identifying as another.

Harassment, Intimidation and Bullying

The board shall make every effort to maintain a safe and supportive learning and educational environment that is free from harassment, intimidation, and/or bullying and free from discrimination on account of actual or perceived race, color, national origin, ancestry, age, sex, affectional or sexual orientation, gender identity or expression, marital status, domestic partnership status, nationality, atypical hereditary cellular or blood trait of any individual, genetic information, or refusal to submit to a genetic test or make the results of a genetic test known, disabilities, social or economic status, pregnancy, childbirth, pregnancy-related disabilities, actual or potential parenthood, family status or other distinguishing characteristic.

Complaints alleging discrimination shall be reported to the school affirmative action officer according to board policies (2224, 4111.1/4211.1 and 6121 Nondiscrimination/Affirmative Action).

Any student experiencing or observing harassment, intimidation and bullying is encouraged to report the incident to a member of school staff. Any staff member observing or receiving a report of harassment, intimidation or bullying shall report the incident to the principal the same day the incident is observed or the report received according to board policy 5131.1 Harassment, Intimidation and Bullying. All reported incidents of discrimination, harassment, intimidation, and bullying shall be promptly investigated and resolved according to law and board policy.

### Confidentiality and Privacy

School personnel may not disclose information that may reveal a student's transgender or gender non-conforming status, except as allowed by law. Under the Family Education Rights Privacy Act (FERPA), only those school employees with a legitimate educational need may have access to a student's records or the information contained within those records. Disclosing confidential student information to other employees, students, parents, or other third parties may violate privacy laws, including but not limited to FERPA. Transgender students have the ability, as do all students, to discuss and express their gender identity and expression openly and decide when, with whom, and how much of their private information to share with others.

Students who do not want their parents/guardians to know about their transgender status shall be addressed on a case-by-case basis, with a particular emphasis on the age of the student making the request. In some cases, particularly for an older student, notifying parents/guardians carries risks for the student, such as being kicked out of the home. If there is any indication that informing the parent will cause emotional or physical harm to the student, prior to notification of any parent/guardian regarding the transition process, school staff should work closely with the student to assess the degree to which, if any, the parents/guardians will be involved in the process ~~and must consider the health, well-being, and safety of the transitioning student.~~ In order to have a better understanding regarding the issue of non-disclosure to the parents, the District may also seek the assistance of outside agencies with experience in addressing the needs of the transgender individuals. ~~The school counselor~~ In making a recommendation, School staff shall balance the rights of the student needing support and the requirement that parents/guardians be kept informed about their child. In accordance with law, parents/guardians and/or the appropriate local officials shall be informed when there is any suspicion of injury or harm to the student or other students.

### Coordination of School Accommodations

In planning appropriate accommodations for a student who is transitioning, the chief school administrator, parents/guardians and the student and other qualified staff or consultants as necessary shall meet to discuss actions that the district and school personnel may take to create safe learning environment, including:

#### A. Names/Pronouns

School staff shall be directed to address the student by the name and pronoun corresponding to their gender identity that is consistently asserted at school. Students are not required to obtain a court ordered name and/or gender change or to change their pupil personnel records as a prerequisite to being addressed by the name and pronoun that corresponds to their gender identity. To the extent possible and consistent with these guidelines, school personnel shall make efforts to maintain the confidentiality of the student's transgender status.

School documentation such as student IDs shall be issued in the name that reflects a student's gender identity that is consistently asserted at school.

#### B. Sports and Physical Education

Transgender students shall be provided the same opportunities to participate in physical education as are all other students. Generally, students may be permitted to participate in physical education and sports in accordance with the student's gender identity that is consistently asserted at school.

Participation in competitive interscholastic athletic activities will be resolved on a case-by-case basis and according to the standards established by the New Jersey State Interscholastic Athletic Association (NJSIAA).

#### C. Restroom and Locker Room Accessibility

The district aims to support transgender students while also ensuring the safety and comfort of all students. The chief school administrator together with the parents/guardians, student and other qualified staff or consultants shall evaluate options for the use of restrooms and locker rooms by the transgender students and consider the following factors, including, but not limited to:

1. The transgender student's preference;
2. Protecting student privacy;
3. Maximizing social integration of the transgender student;
4. Minimizing stigmatization of the student;
5. Ensuring equal opportunity to participate;
6. The student's age; and
7. Protecting the safety of the students involved.

Generally students may have access to the restroom or locker room that corresponds to the gender identity or expression that they consistently assert at school and no student shall be forced to accept an accommodation with which he/she disagrees. A transgender or transitioning student who expresses a need or desire for increased privacy may be provided with reasonable alternative arrangements. Reasonable alternative arrangements may include the use of a private area, or a separate changing schedule, or use of a single stall, gender neutral restroom. Any alternative arrangement shall be provided to the extent possible in a way that protects the student's ability to keep his or her transgender status confidential.

A transgender student should not be required to use a locker room or restroom that conflicts with the student's gender identity or expression consistently asserted at school.

#### D. Gender Segregation in Other Areas

As a general rule, in any other circumstances where students are separated by gender in school activities

(i.e. overnight field trips), students may be permitted to participate in accordance with the gender identity or expression consistently asserted at school. Activities that may involve the need for accommodations to address student privacy concerns will be addressed on a case-by-case basis considering the factors set forth above.

#### E. Dress Code

Students have the right to dress in accordance with their gender identity or expression that is consistently asserted at school, ~~within the constraints of the school policy for student dress (5132 Student Dress)~~. School staff shall not enforce a school's dress code more strictly against transgender and gender nonconforming students than other students.

#### F. Privacy

The chief school administrator and/or his or her designees are expected to work closely with the student and his or her parents/guardians in formulating an appropriate plan regarding the confidentiality of the student's transgender or transitioning status that works for both the student and the school. Privacy considerations may also vary with the age of the student.

Where the transgender or transitioning student feels more supported and safe when other students are aware that they are transgender or transitioning, school staff shall be given guidance and training appropriate for facilitating a respectful school climate. School personnel may be directed to work closely with the student, parents/guardians, other family members and other staff members on a plan to inform and educate the student's peers. It may also be appropriate to engage external resources to assist with educational efforts.

#### Resources for Transgender or Transitioning Students

If a school staff member observes that a gender identity issue is creating challenges for a student at school or if a student indicates an intention to transition, the staff member shall alert the school counselor and encourage the student to meet with the school counselor if appropriate. School staff shall make every effort to support the student and encourage the support and respect of student peers and staff during school.

When a student indicates an intention to transition, the school counselor, as appropriate, shall offer assistance and provide the student, and/or their parents/guardians as appropriate, with information, resources and referral services regarding the issues associated with gender identity and expression and/or formal gender transition. The school counselor shall also provide information regarding gender transition planning at school. The counselor shall coordinate the measures planned and taken at school for supporting the student and creating a sensitive supportive environment at school. These measures may include:

- A. Making resources available to parents/guardians who have additional questions or concerns;
- B. Developing age-appropriate lessons for students about gender diversity and acceptance; and
- C. Staff training surrounding vigilance to prevent possible harassment, intimidation and bullying issues that may arise for transgender or transitioning students.

Reports of harassment, intimidation and bullying shall be promptly investigated and resolved according to board policy 5131.1 Harassment, Intimidation and Bullying.

Official Records

To the extent that the school is not legally required to use a student’s legal name or gender on school records and other documents, the school shall use the name and gender preferred by the student.

Each school is required to maintain a permanent student record of each student, which includes the legal name of the student as well as the student’s biological gender. In addition, schools are required to use a student’s legal name and gender on standardized tests and reports to the State Education Department.

A student’s permanent student record may be changed to reflect a change in legal name or gender only upon receipt of documentation that such legal name and/or gender have been changed pursuant to applicable law. The following documentation may be provided:

- A. A court order or birth certificate demonstrating the student’s new name.
- B. For a legal change of gender, the student must provide a birth certificate indicating the student’s legal gender, or a valid passport indicating the student’s legal gender.

Adopted:

Key Words

Gender Identity, Transgender, Gender Expression, Gender Non-conforming

<b><u>Legal References:</u></b>	<p><u>N.J.S.A. 2C:16-1</u></p> <p><u>N.J.S.A. 2C:33-4</u></p> <p><u>N.J.S.A. 10:5-1 et seq.</u></p> <p><u>N.J.S.A. 18A:6-5</u></p> <p><u>N.J.S.A. 18A:6-6</u></p> <p><u>N.J.S.A. 18A:26-1</u></p> <p><u>N.J.S.A. 18A:26-1.1</u></p> <p><u>N.J.S.A. 18A:29-2</u></p> <p><u>N.J.S.A. 18A:37-14</u> through -19</p> <p><u>N.J.S.A. 18A:36-20</u></p> <p><u>N.J.A.C. 6A:7-1.1 et seq.</u></p> <p><u>N.J.A.C. 6A:30-1.1 et seq.</u></p> <p><u>N.J.A.C. 6A:32-12.1</u></p> <p><u>N.J.A.C. 6A:32-14.1</u></p>	<p>Bias intimidation</p> <p>Harassment</p> <p>Law Against Discrimination</p> <p>Inquiry as to religion and religious tests prohibited</p> <p>No sex discrimination</p> <p>Citizenship of teachers, etc.</p> <p>Residence requirements prohibited</p> <p>Equality of compensation for male and female teachers</p> <p>Harassment, intimidation, and bullying defined; definitions</p> <p>Discrimination; prohibition</p> <p>Managing for Equality and Equity in Education</p> <p>Evaluation of the Performance of School Districts</p> <p>Reporting requirements</p> <p>Review of mandated programs and services</p>
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Executive Order 11246 as amended

29 U.S.C.A. 201 - Equal Pay Act of 1963 as amended

20 U.S.C.A. 1681 - Title IX of the Education Amendments of 1972

42 U.S.C.A. 2000e et seq. - Title VII of the Civil Rights Act of 1964 as amended by the Equal Employment Opportunities Act of 1972

Comprehensive Equity Plan, New Jersey Department of Education

Doe v. Regional School Unit 26, No. 12-582 (Me. Jan. 30, 2014)

NJSIAA, Constitution, Bylaws, Rules and Regulations, Transgender Policy (pg. 75),  
<http://www.njsiaa.org/resources/njsiaa-handbook>

**Possible**

<b><u>Cross References:</u></b>	*2224	Nondiscrimination/affirmative action
	*4111	Recruitment, selection and hiring
	*4111.1	Nondiscrimination/affirmative action
	*4131/4131.1	Staff development; inservice education/visitations/conferences
	*4211	Recruitment, selection and hiring
	*4211.1	Nondiscrimination/affirmative action
	*4231/4231.1	Staff development; inservice education/visitations/conferences
	*5131	Conduct/discipline
	*5131.1	Harassment, intimidation and bullying
	*5145.4	Equal educational opportunity
	*6121	Nondiscrimination/affirmative action
	*6145	Extracurricular activities

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

The following organizations provide support to transgender individuals:

- [GLSEN](#) (The Gay, Lesbian, Straight Education Network) model policy. GLSEN is a prominent organization supporting GLBT youth. They have resources about creating safe and supportive environments for students.
- [The Trevor Project](#) is the leading national organization focused on crisis and suicide prevention efforts among lesbian, gay, bisexual, transgender and questioning youth.

**Resources For Parents, Educators, And Service Providers:**

Founded in 1972 with the simple act of a mother publicly supporting her gay son, PFLAG is the nation's largest family and ally organization.

**PFLAG Resources**

- [Welcoming our Trans Families and Friends](#)  
Download this free guide (PDF) to get the basics on what being transgender means, how to talk about it, and how to find the resources that can support you.
- [Find a PFLAG Chapter](#),  
There are more than 350 chapters of Parents, Families and Friends of Lesbians and Gays (PFLAG) across the U.S. Find one near you right now.

**Partner Organizations Resources**

- [National Center for Transgender Equality](#)

Knowing and using correct language can be very important to transgender and gender non-conforming people, just like everyone else. Here is a handy terminology guide regarding gender identity.

- [American Psychological Association](#)

This downloadable pamphlet from the APA answers questions about transgender people, gender identity and gender expression.

## Parent and Educator Resources

- [Gender Spectrum](#)

Raising children who don't fit neatly into male or female boxes brings a wealth of questions and uncertainties. Here you will find information and support to assist you in your search for answers.

- [Trans Youth Equality Foundation](#)

The Trans Youth Equality Foundation is based in Maine, but offers education, advocacy and support for transgender and gender non-conforming children and youth and their families everywhere by sharing information about the unique needs of this community and partnering with families, educators and service providers to help foster a healthy, caring, and safe environment for all transgender children.

- [Families in TRANSition: A Resource Guide for Parents of Trans Youth](#)

Families in TRANSition: A Resource Guide for Parents of Trans Youth is the first comprehensive Canadian publication (created by Central Toronto Youth Services) to address the needs of parents and families supporting their trans children. It summarizes the experiences, strategies, and successes of a working group of community consultants – researchers, counselors, parents, advocates as well as trans youth themselves.

- [Matt Kailey, author of My Child is Transgender: 10 Tips for Parents of Adult Trans Children](#)

This gentle and easy-to-use FAQ gives people an accessible set of guidelines that can be used in everyday life.

- [Working with Transgender Youth \(Lambda Legal & Child Welfare League of America\)](#)

Like all young people in care, transgender youth are entitled to bias-free attention to their unique needs and to be safe in their placements and services. This guide, created by Lambda Legal and the Child Welfare League of America, provides child welfare professionals who work with transgender young people with education about transgender issues and tools to help prepare them to work sensitively with these clients.

- [Trans Youth Family Allies \(TYFA\)](#)

TYFA works to empower children and families by partnering with educators, service providers and communities, to develop supportive environments in which gender may be expressed and respected. They envision a society free of suicide and violence in which all children are respected and celebrated.

[See POLICY ALERT Nos. 96, 151, 175, 201 and 207]

1240 EVALUATION OF SUPERINTENDENT

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

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

1. Determination of roles and responsibilities for the implementation of the annual evaluation policy and procedures;
2. Development of a job description and evaluation criteria based upon the Board of Education's local goals, program objectives, policies, instructional priorities, State goals, statutory requirements, and the functions, duties, and responsibilities of the Superintendent;
3. Specification of data collection and reporting methods appropriate to the job description;
4. Provisions for the preparation of an individual professional growth and development plan based in part upon any need(s) identified in the evaluation. The plan shall be mutually developed by the Board of Education and the Superintendent; and
5. Preparation of an annual written performance report by a majority of the full membership of the Board of Education and an annual summary conference between a majority of the total membership of the Board of Education and the Superintendent.



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

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

The annual written performance report shall be prepared by **July 1** by a majority of the Board of Education's total membership ~~by July 1~~ 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:10-87.1(c)2;
3. Recommendations for professional growth and development;
4. ~~A s~~Summary of indicators of student progress and growth, and a statement of how the indicators relate to the effectiveness of the overall program and the Superintendent's performance; and
5. Provision for performance data not included in the report to be entered into the record by the Superintendent within ten **teaching staff member** working days after the report's completion.

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

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

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

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

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

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

The provisions of this Policy, Regulation, and N.J.A.C. 6A:10-~~87~~.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-~~87~~.1 et seq.

Adopted:

[See POLICY ALERT Nos. 140, 172, 181, 201 and 207]

3221 EVALUATION OF TEACHERS

The Board of Education recognizes the importance of teacher effectiveness to further the development of a professional corps of educators and to increase student achievement. The Board of Education adopts Policy and Regulation 3221 for the evaluation of teachers consistent with the Teacher Effectiveness and Accountability for the Children of New Jersey Act (TEACHNJ) and the AchieveNJ administrative codes. This Policy and Regulation provides the provisions and requirements for teacher evaluations consistent with TEACHNJ and AchieveNJ.

For the purposes of Policy and Regulation 3221, “teacher” means a teaching staff member **who holds the appropriate** holding the position of teacher and holding a valid and effective standard, provisional, or emergency instructional certificate **issued by the Board of Examiners and is assigned a class roster of students for at least one particular course.**

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

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

The minimum requirements for the evaluation procedures for teachers as outlined in N.J.A.C. 6A:10-2.4 shall be followed. For each teacher rated ineffective or partially effective on the annual summative evaluation rating, as measured by the evaluation rubrics, a corrective action plan shall be developed in accordance with the provisions of N.J.A.C. 6A:10-2.5. A School Improvement Panel shall be established in accordance with N.J.A.C. 6A:10-3.1 **and** with the responsibilities outlined in N.J.A.C. 6A:10-3.2.

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

The teacher practice instrument approved by the Department of Education shall meet the criteria as outlined in N.J.A.C. 6A:10-~~76.2~~.

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

N.J.S.A. 18A:6-117 et seq.  
N.J.A.C. 6A:10-1.1 through 1.4; 6A:10-2.1 through 2.5  
N.J.A.C. 6A:10-3.1 and 3.2; N.J.A.C. 6A:10-4.1 through 4.4  
N.J.A.C. 6A:10-~~76.1~~ and ~~76.2~~

Adopted:

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[See POLICY ALERT Nos. 175, 201 and 207]

3222 EVALUATION OF TEACHING STAFF MEMBERS, EXCLUDING  
TEACHERS AND ADMINISTRATORS

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

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

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

The Board shall annually adopt evaluation rubrics for teaching staff members which shall be submitted to the Commissioner by June 1 for approval by August 1 of each year. The evaluation rubrics shall have four defined annual ratings: ineffective, partially effective, effective, and highly effective. The Board shall

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meet the requirements as outlined in N.J.A.C. 6A:10-2.2(a) for the annual evaluation of teaching staff members and shall ensure the training procedures as outlined in N.J.A.C. 6A:10-2.2(b) are followed when implementing the evaluation rubrics for all teaching staff members. A District Evaluation Advisory Committee shall be established in accordance with the requirements of N.J.A.C. 6A:10-2.3.

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

Observations and evaluations for nontenured teaching staff members shall be in accordance with the provisions of N.J.S.A. 18A:27-3.1. Evaluations for nontenured teaching staff members shall **take place before April 30 each year** ~~be completed~~ prior to the May 15 notice requirement date for continued employment. Evaluations for tenured teaching staff members shall be completed prior to June 30.

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

N.J.S.A. 18A:6-117 et seq.; N.J.S.A. 18A:27-3.1  
N.J.A.C. 6A:10-1.1 through 1.4; 6A:10-2.1 through 2.5; **6A:10-6.2**

Adopted:

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Evaluation of Administrators, Excluding Principals,

Vice Principals, and Assistant Principals

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[See POLICY ALERT Nos. 175, 201 and 207]

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

The Board of Education recognizes the importance of administrator effectiveness to further the development of a professional corps of educators and to increase student achievement. The Board of Education adopts Policy and Regulation 3223 for the evaluation of administrators consistent with the Teacher Effectiveness and Accountability for the Children of New Jersey Act (TEACHNJ) and the AchieveNJ administrative codes. This Policy and Regulation provides the provisions and requirements for administrator evaluations consistent with TEACHNJ and AchieveNJ.

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

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

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

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

Observations and evaluations for nontenured administrators shall be in accordance with the provisions of N.J.S.A. 18A:27-3.1. Evaluations for nontenured administrators shall **take place before April 30 each year** ~~be completed~~ prior to the May 15 notice requirement date for continued employment. Evaluations for tenured administrators shall be completed prior to June 30.

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

N.J.S.A. 18A:6-117 et seq.; N.J.S.A. 18A:27-3.1  
N.J.A.C. 6A:10-1.1 through 1.4; 6A:10-2.1 through 2.5

Adopted:



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Evaluation of Principals, Vice Principals,  
and Assistant Principals  
Oct 15  
M

[See POLICY ALERT Nos. 201 and 207]

3224 EVALUATION OF PRINCIPALS, VICE PRINCIPALS, AND  
ASSISTANT PRINCIPALS

The Board of Education recognizes the importance of Principal, Vice Principal, and Assistant Principal effectiveness to further the development of a professional corps of educators and to increase student achievement. The Board of Education adopts Policy and Regulation 3224 for the evaluation of Principals, Vice Principals, and Assistant Principals consistent with the Teacher Effectiveness and Accountability for the Children of New Jersey Act (TEACHNJ) and the AchieveNJ administrative codes. This Policy and Regulation provides the provisions and requirements for Principal, Vice Principal, and Assistant Principal evaluations consistent with TEACHNJ and AchieveNJ.

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

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

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

The components of the principal evaluation rubrics as described in N.J.A.C. 6A:10-5.1 shall apply to Principals, Vice Principals, and Assistant Principals. Measures of student achievement, as outlined in N.J.A.C. 6A:10-5.2, shall be used to determine impact on student learning. Principal, Vice Principal, and Assistant Principal observations shall be conducted in accordance with the provisions of N.J.A.C. 6A:10-5.4. The Superintendent or **designated supervisor designee** shall conduct observations for the evaluation of Principals pursuant to N.J.S.A. 18A:6-121 and he or she shall be trained pursuant to N.J.A.C. 6A:10-2.2(b). A Principal, or the Superintendent or **designated supervisor designee**, shall conduct observations for the evaluation of Vice Principals and Assistant Principals pursuant to N.J.S.A. 18A:6-121.

The principal practice instrument approved by the Department of Education shall meet the criteria as outlined in N.J.A.C. 6A:10-~~76~~.3.

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

N.J.S.A. 18A:6-117 et seq.  
N.J.A.C. 6A:10-1.1 through 1.4; 6A:10-2.1 through 2.5  
N.J.A.C. 6A:10-5.1 through 5.4  
N.J.A.C. 6A:10-~~76~~.1 and ~~76~~.3

Adopted:

[See POLICY ALERT Nos. 111, 123, 137, 162, 170 and 207]

3431.1 FAMILY LEAVE

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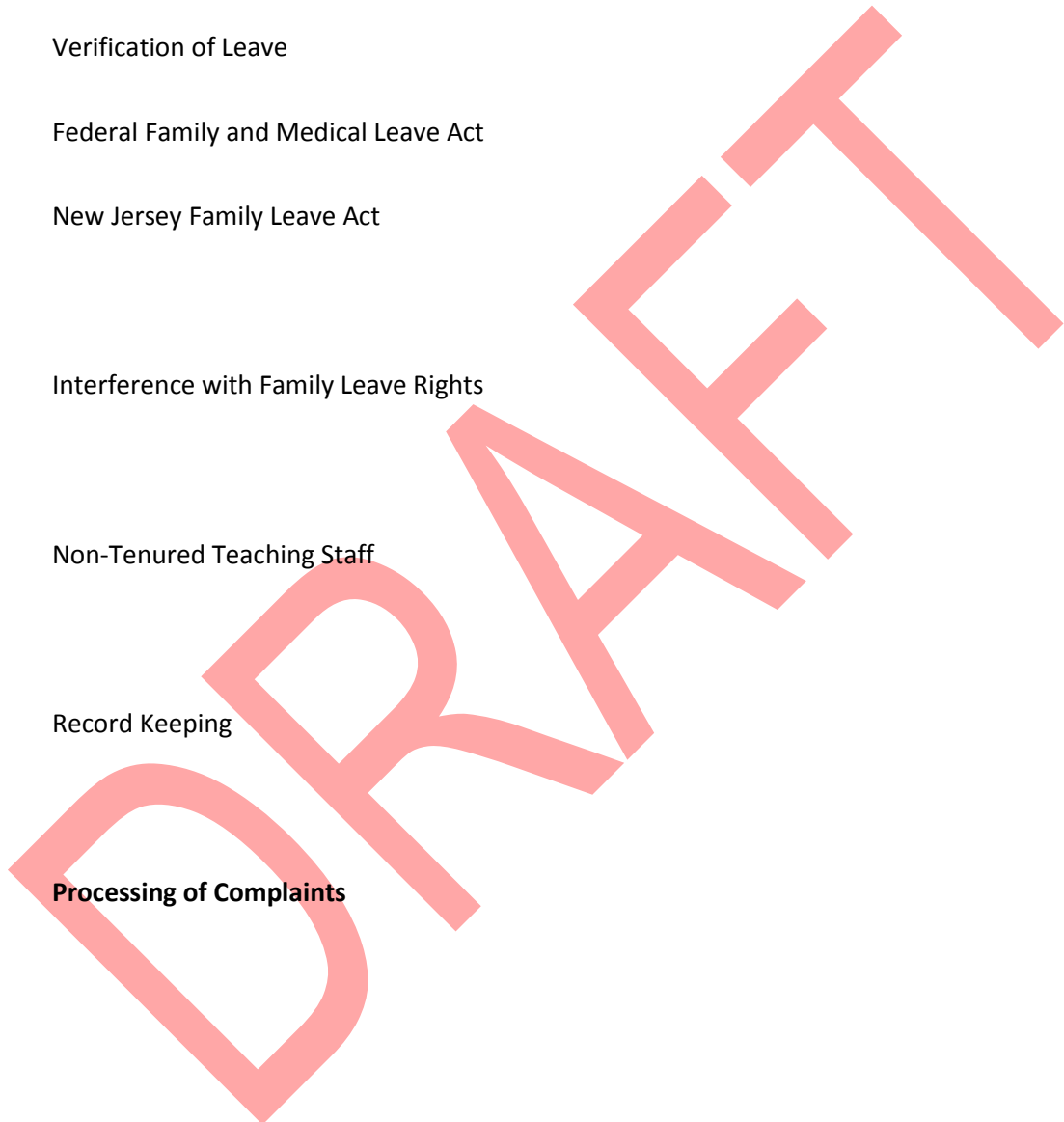
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A. Introduction

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

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

NJFLA leave for teaching staff members shall be up to twelve weeks leave of absence in any twenty-four month period upon advance notice to the district so that a staff member may provide care made necessary by the birth of a child of the staff member, the placement of a child with the staff

member in connection with adoption of such child by the staff member, and the serious health condition of a spouse, parent, or child.

B. Applicability

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

DRAFT

1. If the staff member is eligible for leave for reasons provided under the FMLA and NJFLA, then the time taken shall be concurrent and be applied to both laws.
2. The NJFLA provides twelve weeks leave in a twenty-four month period while the FMLA provides twelve weeks leave in a twelve-month period. A staff member is eligible for up to twelve weeks leave in the first twelve months of the twenty-four month period under the NJFLA. A staff member is eligible for up to twelve weeks leave in the second twelve-month period under the FMLA.
3. In the event the reason for the family leave is recognized under one law and not the other law, the staff member is eligible for each law's leave entitlements within one twelve-month period. (Example: A staff member may use their FMLA leave for a twelve week family leave for their own pregnancy, which is considered a "serious health condition" under FMLA, and upon conclusion of the twelve week FMLA leave, the staff member would be eligible for a twelve week NJFLA leave to care for their newborn or any other reasons pursuant to the NJFLA.)

C. Definitions

1. Federal Family and Medical Leave Act (FMLA)



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

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

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**“Covered servicemember” means a current member of the Armed Forces (including National Guard or Reserves), who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness; or a covered veteran undergoing medical treatment, recuperation, or therapy for a serious injury or illness.**

**“Covered veteran” means an individual who was a member of the Armed Forces (including National Guard or Reserves), discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible staff member takes FMLA leave to care for the covered veteran. For a veteran discharged prior to March 8, 2013, the effective date of the FMLA Final Rule, the period between October 28, 2009 and March 8, 2013 will not count towards the determination of the five-year period. 29 CFR §825.127(b)(2)**

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

**“Next of kin of a covered servicemember” means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the**

designated individual shall be deemed to be the covered servicemember's only next of kin. For example, if a covered servicemember has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered servicemember's next of kin. Alternatively, where a covered servicemember has a sibling(s) and designates a cousin as his or her next of kin for FMLA purposes, then only the designated cousin is eligible as the covered servicemember's next of kin. An employer is permitted to require an employee to provide confirmation of covered family relationship to the covered servicemember pursuant to 29 CFR §825.122(k). 29 CFR §825.127(d)(3)

**“Outpatient status” means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. 29 CFR §825.127(b)(1)**

~~“Son” or “daughter” means a biological, adopted or foster child, stepchild, legal ward, or a child of a person standing in loco parentis, who is under eighteen years of age or eighteen years of age or older but incapable of self-care because of a mental or physical impairment.~~

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

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

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

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

- a. **In the case of a current member of the Armed Forces, including a member of the National Guard or Reserves, an injury or illness that was incurred by the covered servicemember in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating; and**
- b. **In the case of a covered veteran, an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:**
  - (1) **A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or**

- (2) A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of fifty percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
- (3) A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
- (4) An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers. 29 CFR §825.127(c)

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

“Son” or “daughter” means a biological, adopted, or foster child, stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age eighteen or age eighteen or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence.

“Son or daughter of the covered servicemember” means a covered servicemember's biological, adopted or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age. 29 CFR §825.127(d)(1)

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

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

~~“Week” is the number of days an employee normally works each calendar week.~~

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

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

2. New Jersey Family Leave Act (NJFLA)

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

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

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

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

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

~~“Week” is the number of days an employee normally works each calendar week.~~

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

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

D. Eligibility

1. Federal Family and Medical Leave Act (FMLA)

A staff member shall become eligible for FMLA leave after he/she has been employed at least twelve months in this district and employed for at least 1250 hours of service during the twelve-month period immediately preceding the commencement of the leave. The twelve months the staff member must have been employed need not be consecutive months pursuant to 29 CFR Part §825 Section.110(b). The minimum 1250 hours of service shall be determined according to the principles established under the Fair Labor Standards Act (FLSA) for determining compensable hours of work pursuant to 29 CFR Part §785. Entitlement to FMLA leave taken for the birth of a son or daughter or placement of a son or daughter with the staff member for adoption or foster care shall expire at the end of the twelve-month period beginning on the date of such birth or placement.

Pursuant to 29 CFR Part §825-Section-202.201, a husband and wife both employed by the district are limited to a combined total of twelve weeks of leave during the twelve-month period if the leave is taken for the birth of a son or daughter of the staff member or to care for such son or daughter after birth; for placement of a son or daughter with the staff member for adoption or foster care or in order to care for the spouse, son, or daughter **after placement**; or to care for parent of the staff member's parent with a serious health condition.

The method to determine the twelve-month period in which the twelve weeks of FMLA leave entitlement occurs will be

**[Select one option**

- the calendar year.

- a school year.

- the staff member's employment anniversary date.

- the twelve month period measured forward from when the staff member's first leave begins.

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

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

2. **New Jersey Family Leave Act (NJFLA)**

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



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

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

The method to determine the twenty-four month period in which the twelve weeks of NJFLA leave entitlement occurs will be

**[Select one option**

- the calendar year.

- a school year.

- the staff member's employment anniversary date.

- the twenty-four month period measured forward from when the staff member's first leave begins.

- a "rolling" twenty-four month period measured backward from the date a staff member uses any leave.]

E. Types of Leave

1. Federal Family and Medical Leave Act (FMLA)

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

- a. Leave for the birth of a son or daughter or placement of a son or daughter with the staff member for adoption or foster care **[Board option – may or may not]** be taken by a staff member intermittently or on a reduced leave schedule.
- b. Leave may be taken intermittently or on a reduced leave schedule when medically necessary for planned and/or unanticipated medical treatment of a related serious health condition by or under the supervision of a health care provider, or for recovery from treatment or recovery from a serious health condition.
- c. Intermittent leave means leave scheduled for periods of time from one hour or more to several weeks; however, the total time within which the leave is taken can not exceed a twelve month period for each serious health condition episode. Intermittent leave may be taken for a serious health condition that requires periodic treatment by a health care provider, rather than one continuous period of time. Intermittent leave may also be taken for absences where the staff member is incapacitated or unable to perform the essential functions of the position because of a serious health condition even if the staff member does not receive treatment by a health care provider. The staff member shall make a reasonable effort to schedule intermittent leave so as not to unduly disrupt the operations of the instructional/educational program.
- d. Reduced leave means leave scheduled for fewer than the staff member's usual number of hours worked per workweek, but not fewer than a staff member's usual number of hours worked per workday, unless otherwise agreed to by the staff member and the district. A staff member is entitled, at the option of the staff member, to take leave on a reduced leave schedule not exceeding twenty-four consecutive weeks. The staff member shall make a reasonable effort to schedule reduced leave so as not to unduly disrupt the operations of the instructional/educational program.  
  
The staff member shall

provide the district prior notice of the care, medical treatment or continuing supervision by a health care provider necessary due to a serious health condition of a family member in a manner that is reasonable and practicable. Leave taken on a reduced leave schedule shall not result in a reduction of the total amount of leave to which a staff member is entitled.

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

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

- f. "Instructional employees" as defined in 29 CFR §825 Section.600(c) are those staff members whose principal function is to teach and instruct students in class, a small group, or in an individual setting. This term includes teachers, athletic coaches, driving instructors, and special education assistants, such as signers for the hearing impaired. Teacher assistants or aides who do not have as their principal job actual teaching or instructing, guidance counselors, child study team members, curriculum specialists, cafeteria workers, maintenance workers and/or bus drivers are not considered instructional employees for the purposes of this policy. Semester as defined in 29 CFR §825-Section.602(a)(3)(b) means the school semester that typically ends near the end of the calendar year and the end of the spring each school year. A school district can have no more than two semesters in a school year.

- i.(1) Leave taken at the end of the school year and continues into the beginning of the next school year is considered consecutive leave.
  
- ii.(2) In accordance with 29 CFR ~~§825—Section.601(a)(1)~~, eligible instructional staff members that need intermittent or reduced leave to care for a family member, or for the staff member’s own serious health condition which is foreseeable based on planned medical treatment and the staff member would be on leave more than twenty percent of the total number of working days over the period the leave would extend, the district:
  - (a) May require the staff member to take the leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
  - (b) Transfer the staff member temporarily to an available alternative position for which the staff member is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the staff member’s regular position.
  
- iii.(3) **In accordance with 29 CFR §825.601**, if the instructional staff member does not give the required notice for leave that is foreseeable and desires the leave to be taken intermittently or on a reduced leave schedule, the district may require the staff member to take leave of a particular duration, or to transfer temporarily to an alternative position. Alternatively, the district may require the staff member to delay taking the leave until the notice provision is met.

~~iv.~~**(4)** In accordance with 29 CFR ~~§825-Section.602~~, if an instructional staff member begins leave more than five weeks before the end of the school year, the district may require the staff member to continue taking leave until the end of the semester if:

- (a) The leave will last three weeks; and
- (b) The staff member would return to work during the three-week period before the end of the semester.

~~v.~~**(5)** In accordance with 29 CFR ~~§825-Section.602~~, if an instructional staff member begins leave for a purpose other than the staff member's own serious health condition during the five-week period before the end of the semester, the district may require the staff member to continue taking leave until the end of the semester if:

- (a) The leave will last more than two weeks; and
- (b) The employee ~~staff member~~ would return to work during the two-week period before the end of the semester.

(Example of leave falling within these provisions: If a staff member plans two weeks of leave to care for a family member which will begin three weeks before the end of the term, the district could require the staff member to stay out on leave until the end of the term.)

~~vi.~~**(6)** In accordance with 29 CFR ~~§825-Section.602~~, if an instructional staff member begins leave for a purpose other than the staff member's own serious health condition during the three week period before the end of a semester, the district may require the staff member to continue taking leave until the end of the semester if the leave will last more than five working days.

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

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

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

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

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

**(a) Short-notice deployment:**

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

**ii. Leave can be used for a period of seven calendar days beginning on the date the military member is notified.**

- (b) Military events and related activities, including official ceremonies, programs, or events sponsored by the military and related to the covered active duty or call to covered active duty status of the military member; and to attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross.**
- (c) Childcare and school activities including arranging for alternative childcare; providing childcare on an urgent, immediate need basis (not routine, regular, or everyday basis); to enroll in or transfer to a new school or day care facility; or to attend meetings with staff at a school or day care facility:**

  - i. The son or daughter must be the son or daughter of the covered servicemember.**
- (d) Financial and legal arrangements made to address the military member's absence while on covered active duty or call to covered active duty status.**
- (e) Counseling, provided by someone other than a health care provider for oneself, for the military member, or qualified child, if the need arises from the covered active duty or call to covered active duty status of the military member.**

- (f) **Rest and Recuperation (R&R) to spend time with the military member on short-term, temporary R&R leave during a term of deployment:**
  - i. **Can be used for a period of fifteen calendar days beginning on the date the military member commences each instance of R&R leave.**
- (g) **Post-deployment activities such as ceremonies or briefings including any that arise from the death of the military member while on covered active duty.**
- (h) **Parental care for one meeting the definition of a “parent” and incapable of self care including: arranging alternative care; providing care on an immediate need basis; and to attend meetings or arrange services at a care facility.**
- (i) **Additional activities in accordance with 29 CFR §825.126(b)(9).**
- h. **Military caregiver leave provides care for a covered servicemember with a serious injury or illness 29 CFR §§825.122 and 127:**
  - (1) **The district must grant up to a total of twenty-six workweeks of unpaid, job-protected leave during a “single twelve-month period” to care for a covered servicemember with a serious injury or illness.**
    - (a) **The eligible staff member must be the spouse, son, daughter, parent, or next of kin of the covered servicemember.**



- (b) The staff member is limited to a combined total of twenty-six workweeks for any FMLA-qualifying reasons during the single twelve-month period. Up to twelve of the twenty-six weeks may be for an FMLA-qualifying reason other than military caregiver leave.
  - (c) Spouses who are eligible for FMLA leave and are employed by the same covered employer may be limited to a combined total of twenty-six workweeks of leave during a single twelve-month period if the leave is taken for birth of the employee's son or daughter or to care for the child after birth, for placement of a son or daughter with the employee for adoption or foster care, or to care for the child after placement, to care for the employee's parent with a serious health condition, or to care for a covered servicemember with a serious injury or illness. If one spouse is ineligible for FMLA leave, the other spouse would be entitled to a full twenty-six workweeks of FMLA leave.
- (2) Leave entitlement is applied on a per-covered-servicemember, per-injury basis.
- (a) The staff member may take an additional twenty-six weeks of leave if the leave is to care for different covered servicemembers or to care for the same servicemember with a subsequent serious injury or illness, except that no more than twenty-six weeks of leave may be taken within any single twelve-month period.

- (b) An eligible staff member may take military caregiver leave to care for more than one current service member or covered veteran at the same time or for the same family member with the same serious injury or illness both when the family member is a current servicemember and when the family member is a veteran.
- (c) Military caregiver leave may be taken by eligible staff members whose family members are recent veterans with serious injuries or illnesses incurred or aggravated in the line of duty on active duty, and that manifested before or after the veteran left active duty.

2. New Jersey Family Leave Act (NJFLA)

A staff member may take NJFLA leave in consecutive weeks, as intermittent leave, or as reduced leave. A staff member who requests intermittent or reduced leave shall make a reasonable effort to schedule such leave so as not to unduly disrupt the instructional/educational program. **The district shall not require a staff member to take a leave of absence beyond the period of time the staff member requests family leave. N.J.A.C. 13:14-1.5(f)**

- a. In the case of a family member who has a serious health condition, leave may be taken intermittently when medically necessary. The total time within which the leave is taken, can not exceed a twelve-month period for each serious health condition episode. The staff member will provide the district with prior notice of the leave in a manner which is reasonable and practicable; and the staff member shall make a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the instructional/educational program. In the case of the birth or adoption of a healthy child, the leave may be taken intermittently only if agreed to by the staff member and the district.

- b. Reduced leave means leave scheduled for fewer than the staff member's usual number of hours worked per workweek, but not fewer than a staff member's usual number of hours worked per workday, unless otherwise agreed to by the staff member and the district. A staff member is entitled, at the option of the staff member, to take leave on a reduced leave schedule for a period not exceeding twenty-four consecutive weeks. The staff member is not entitled to take the leave on a reduced leave schedule without an agreement between the staff member and the district if the leave is taken for the birth or adoption of a healthy child. The staff member shall make a reasonable effort to schedule reduced leave so as not to unduly disrupt the operations of the instructional/educational program. The staff member shall provide the district prior notice of the care, medical treatment or continuing supervision by a health care provider necessary due to a serious health condition of a family member in a manner that is reasonable and practicable. Leave taken on a reduced leave schedule shall not result in a reduction of the total amount of leave to which a staff member is entitled.
- c. The fact that a holiday may occur within the week taken by a staff member as family leave has no effect and the week is counted as a week of family leave. However, if the staff member is out on family leave and the school district is closed and the staff member would not be expected to report for work for one or more weeks, the weeks the school district is closed for this staff member do not count against the staff member's family leave entitlement.
- Any leave time remaining after a staff member has exhausted his/her entitlement to intermittent leave in any twelve month period may be taken as consecutive leave or reduced leave, and any leave time remaining after a staff member has exhausted his/her entitlement to reduced leave in any twelve month period may be taken as consecutive leave or intermittent leave.

F. Notice

1. Federal Family and Medical Leave Act (FMLA)

- a. Foreseeable Leave - A staff member eligible for FMLA leave must give at least a thirty day written advance notice to the \_\_\_\_\_ if the need for the leave is foreseeable based on an expected birth, placement for adoption of foster care, or planned medical treatment for a serious health condition of the staff member or a family member. If thirty days is not practical, the staff member must provide notice "as soon as practicable" which means as soon as both possible and practical, taking into account all the facts and circumstances in the individual case. For foreseeable leave where it is not possible to give as much as thirty days notice "as soon as practical" ordinarily would mean at least verbal notification to the \_\_\_\_\_ within one or two business days or when the need for leave becomes known to the staff member. The written notice shall include the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave.

When planning medical treatment, the staff member must consult with the \_\_\_\_\_ and make a reasonable effort to schedule the leave so as not to unduly disrupt the educational program, subject to the approval of the health care provider. Staff members are ordinarily expected to consult with the \_\_\_\_\_ prior to scheduling of treatment that would require leave for a schedule that best suits the needs of the district and the staff member.

The district may delay the staff member taking leave for at least thirty days if the staff member fails to give thirty days notice for foreseeable leave with no reasonable excuse for the delay.

- b. Unforeseeable Leave - When the approximate timing of the need for leave is not foreseeable, a staff member should give notice to the \_\_\_\_\_ for leave as soon as practicable under the facts and circumstances of the particular case. It is expected the staff member will give notice to the \_\_\_\_\_ within no more than one or two working days of learning of the need for leave, except in extraordinary circumstances where such notice is not foreseeable. The staff member should provide notice to the employer either in person or by telephone, telegraph, facsimile machine or other electronic means.

2. New Jersey Family Leave Act (NJFLA)

- a. Foreseeable Leave - A staff member eligible for NJFLA leave must give at least a thirty day advance written notice to the \_\_\_\_\_ of the need to take family leave except where the need to take family leave is not foreseeable.

~~i.(1)~~ Notice for leave to be taken for the birth or placement of the child for adoption shall be given at least thirty days prior to the commencement of the leave, except that if the date of the birth or adoption requires leave to begin in less than thirty days, the ~~employee~~ **staff member** shall provide such notice that is reasonable and practicable.

~~ii.(2)~~ Notice for leave to be taken for the serious health condition of a family member shall be given at least fifteen days prior to the commencement of leave, except that if the date of the treatment or supervision requires leave to begin in less than fifteen days, the staff member shall provide such notice that is reasonable and practicable.

iii-(3) When the \_\_\_\_\_ is not made aware that a staff member was absent for family leave reasons and the staff member wants to request the leave be counted as family leave, the staff member must provide timely notice within two business days of returning to work to have the time considered for family leave in accordance with the Family Leave Act.

b. Unforeseeable Leave - When the need for leave is not foreseeable, the staff member must provide notice "as soon as practicable" which shall be at least verbal notice to the \_\_\_\_\_ within one or two business days of the staff member learning of the need to take family leave. Whenever emergent circumstances make written notice impracticable, the staff member may give verbal notice to the \_\_\_\_\_, but any verbal notice must be followed by written notice delivered within \_\_\_\_\_ working days.

G. Leave Designation

An eligible staff member shall designate FMLA or NJFLA leave upon providing notice of the need for the leave or when the need for leave commences. The \_\_\_\_\_ shall provide the staff member with this Policy to assist the staff member in determining the type of leave.

H. Benefits

**Whether a staff member is required to use sick time or any other accrued leave time concurrent with FMLA or NJFLA leave time will depend upon either the district's practice or a provision in the district's collective bargaining agreement, if applicable. 29 CFR §825.100**

The Federal Family and Medical Leave Act and/or the New Jersey Family Leave Act shall be

~~Choose only one of the following alternatives:~~

\_\_\_\_\_unpaid leave.

~~\_\_\_\_\_ paid leave, subject to any applicable negotiated agreements.~~

~~\_\_\_\_\_ a combination of paid and unpaid leave, subject to any applicable negotiated agreements.~~

The Board will maintain coverage under any group health insurance policy, group subscriber contract, or health care plan at the level and under the conditions coverage would have been provided if the staff member had continued to work instead of taking the leave. If the staff member was paying all or part of the premium payments prior to the leave, the staff member would continue to pay his/her share during the leave time. Any instructional employee who is on leave under NJFLA or FMLA at the end of the school year will be provided with any benefits over the summer that the ~~employee~~ **staff member** would normally receive if they had been working at the end of the school year.

I. Returning from Leave

The Federal Family and Medical Leave Act and/or the New Jersey Family Leave Act

A staff member returning from leave shall be entitled to the position he/she held when leave commenced or to an equivalent position of like seniority, status, employment benefits, pay and other conditions of employment. If the district experiences a reduction in force or layoff and the staff member would have lost his/her position had the staff member not been on family leave as a result of the reduction in force or pursuant to the good faith operation of a bona fide layoff and recall system including a system under any collective bargaining agreement, the staff member shall be entitled to reinstatement to the former or an equivalent position in accordance with applicable statutes, codes, and laws. The staff member's tenure and seniority rights, if any, and other benefits shall be preserved, but the staff member shall accrue no additional time toward tenure or seniority for the period of the leave, except as may be provided by law.

The return of a staff member prior to the expiration of the requested family leave may be permitted by the Board if the return does not unduly disrupt the instructional program or require the Board to incur the cost of continuing the employment of a substitute under contract.

The Board may, in accordance with the provisions of 29 CFR §825.312 delay restoration of employment of a staff member using FMLA leave for the staff member's serious health condition until the staff member submits a fitness-for-duty examination from his/her health care provider indicating that the staff member is able to resume work. In the event the Board requires such a fitness-for-duty examination before restoration of the staff member after leave, the Board will provide the staff member specific notice either at the time the staff member gives notice of the need for leave or immediately after the leave commences and the staff member advises the Board of the medical circumstances for the leave.

If leave is taken under FMLA, and the staff member does not return to work after the leave expires, the Board is entitled to recover health insurance costs paid while the staff member was on FMLA. The Board's right to recover premiums would not apply if the staff member fails to return to work due to:

1. The continuation, onset or recurrence of a serious health condition of the staff member; or
2. Circumstances beyond the staff member's control.

J. Ineligible Staff Members

1. Federal Family and Medical Leave Act (FMLA)

The district may deny job restoration after FMLA leave if the staff member is a "key employee" as defined in 29 CFR §825-Section.217 if such denial is necessary to prevent substantial and grievous economic injury to the district or the district may delay restoration to a staff member who fails to provide a fitness for duty certificate to return to work for leave that was the staff member's own serious health condition. A "key employee" is a salaried, staff member who is among the highest paid ten percent of the school district staff employed by the district within 75 miles of the worksite. No more than ten percent of the school district staff within 75 miles of the worksite may be "key employees."



In the event the \_\_\_\_\_ believes that reinstatement may be denied to a key employee, the \_\_\_\_\_ must give written notice to the staff member at the time the staff member gives notice of the need for leave, or when the need for leave commences, if earlier, that he/she qualifies as a key employee. The key employee must be fully informed of the potential consequences with respect to reinstatement and maintenance of health benefits if the district should determine that substantial and grievous economic injury to the district's operations will result if the staff member is reinstated from leave. The district's notice must explain the basis for the district's finding that substantial and grievous economic injury will result, and if leave has commenced, must provide the staff member a reasonable time in which to return to work. If the staff member on leave does not return to work in response to the notice of intent to deny restoration, the staff member continues to be entitled to maintenance of health insurance.

A key employee's rights under the FMLA continue unless and until the staff member either gives notice that he/she no longer wishes to return to work or the district actually denies reinstatement at the conclusion of the leave period. A staff member is still entitled to request reinstatement at the end of the leave period even if the staff member did not return to work in response to the district's notice. The district will then again determine whether there will be substantial and grievous economic injury from reinstatement based on the facts at that time. If it is determined that substantial and grievous economic injury will result, the district will notify the staff member in writing (in person or by certified mail) of the denial of the restoration.

2. New Jersey Family Leave Act

The district may deny family leave to the staff member if the staff member is a salaried employee who is among the highest paid five percent of the school district staff or one of the seven highest paid employees of the district, whichever is greater, if the denial is necessary to prevent substantial and grievous economic injury to the school district's operations. The \_\_\_\_\_ shall

notify the staff member of the intent to deny the leave at the time the \_\_\_\_\_ determines the denial is necessary. If the leave has already commenced at the time of the district's notification of denial, the staff member shall be permitted to return to work within ten working days of the date of notification.

K. Verification of Leave

1. Federal Family and Medical Leave Act (FMLA)

The Board requires a staff member's FMLA leave to care for the staff member's seriously ill spouse, son, daughter, or parent;; or **for a servicemember's qualifying exigency or serious injury; or for illness** due to the staff member's own serious health condition, that makes the staff member unable to perform one or more of the essential functions of the staff member's position, be supported by a certification issued by the health care provider of the staff member or the staff member's ill family member. **The medical certification required encompasses both physical and psychological care and includes situations where a family member is unable to care for his/her own basic medical, hygienic, or nutritional needs or safety, or is unable to transport himself/herself to the doctor. It can also include providing psychological comfort and reassurance beneficial to a child, spouse, or parent with a serious health condition who is receiving inpatient or home care and can include situations where the staff member may be needed to substitute for others who normally care for the family member or covered servicemember or to make arrangements for changes in care. The staff member need not be the only individual or family member available to care for the family member or covered servicemember. 29 CFR §825.124**

The certification must meet the requirements of 29 CFR Section ~~§§~~825.306, **309, and 310** to include: which part of the definition of "serious health condition" applies; the approximate date the serious health condition commenced and its probable duration; whether it will be necessary for the staff member to take intermittent and/or reduced leave; whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity; if

additional treatments will be required for the condition; and/or if the patient's incapacity will be intermittent or will require reduced leave. The certification of a serious health condition of a family member of the staff member shall be sufficient if it states the date on which the condition commenced, the probable duration of the condition, and the medical facts within the provider's knowledge regarding the condition. Certification for the birth or placement of a child need only state the date of birth or date of placement.

In the event the \_\_\_\_\_ doubts the validity of the certification, in accordance with 29 CFR ~~Section §825.307~~, the district may require, at the district's expense, the staff member obtain an opinion regarding the serious health condition from a second health care provider designated by the district, but not employed on a regular basis by the district. If the second opinion differs from the staff member's health care provider, the district may require, at the district's expense, the staff member obtain the opinion of a third health care provider designated by the district or approved jointly, in good faith, by the district and the staff member. The opinion of the third health care provider shall be final and binding on the district and the staff member.

The district may require re-certification pursuant to the requirements of 29 CFR ~~Section §825.308~~. In accordance with \_\_\_\_\_ 29 CFR ~~Section §825.309~~, the staff member on leave must provide a written report to the \_\_\_\_\_ every thirty workdays. The report shall include the staff member's status and intended date to return to work. In the event the staff member's circumstances change, the staff member must provide reasonable notice to the \_\_\_\_\_ if the staff member intends to return to work on a date sooner than previously noticed to the district. The staff member is not required to take more leave than necessary to resolve the circumstance that precipitated the need for leave. As a condition of returning to work after the leave for the staff member's own serious health condition, and in accordance with 29 CFR ~~Section §825.310~~, the district requires a staff member to provide a certification from their health care provider that the staff member is able to resume work.

In accordance with 29 CFR ~~Section~~ §825.311, the district may delay the taking of FMLA leave to a staff member who fails to provide certification within fifteen days after being requested to do so by the district. In accordance with 29 CFR ~~Section~~ §825.312, the district may delay the taking of leave until thirty days after the date the staff member provides notice to the district of foreseeable leave or the district may delay continuation of leave if a staff member fails to provide a requested medical certification in a timely manner.

2. New Jersey Family Leave Act

The Board shall require the certification of a duly licensed health care provider verifying the purpose of requested NJFLA leave. Certification of a serious health condition of a family member of the staff member shall be sufficient if it states the date on which the condition commenced, the probable duration of the condition, and the medical facts within the provider's knowledge regarding the condition. Certification for the birth or placement of a child need only state the date of birth or date of placement, whichever is appropriate.

In the event the \_\_\_\_\_ doubts the validity of the certification for the serious health condition of a family member of the staff member, the district may require, at the district's expense, the staff member to obtain an opinion regarding the serious health condition from a second health care provider designated or approved, but not employed on a regular basis, by the district. If the second opinion differs from the certification the district may require, at the district's expense, that the staff member obtain the opinion of a third health care provider designated or approved jointly by the district and the staff member concerning the serious health condition. The opinion of the third health care provider shall be final and binding on the district and the staff member.

L. Interference with Family Leave Rights

The Federal Family and Medical Leave Act and the New Jersey Family Leave Act prohibit interference with a staff member's rights under the law, and with legal proceedings or inquiries relating to a staff member's rights. Unless permitted by the law, no staff member shall be required to take family leave or to extend family leave beyond the time requested. A staff member shall not be discriminated against for having exercised his/her rights under the Federal Family and Medical Leave Act or the New Jersey Family Leave Act nor discouraged from the use of family leave.

M. Non-Tenured Teaching Staff

Family leave granted to a nontenured staff member cannot extend the employee's staff member's employment beyond the expiration of his/her employment contract.

N. Record Keeping

In order that staff member's entitlement to FMLA leave and NJFLA leave can be properly determined, the Superintendent shall ensure the keeping of accurate attendance records that distinguish family leave from other kinds of leave. The Superintendent will publish a notice explaining the Act's provisions and provide information concerning the procedures for filing complaints of violations of the FMLA and NJFLA.

O. **Processing of Complaints**

1. **Federal Family and Medical Leave Act (FMLA)** **29 CFR §§825.400-401**

- a. **If there is a dispute between the district and a staff member as to whether leave qualifies as FMLA leave, it should be resolved through discussion between the staff member and the district. Such discussions and the decision shall be documented by the school district.**

- b. **The staff member also may file, or have another person file on his/her behalf, a complaint with the United States Secretary of Labor. A complaint may be filed in person, by mail, or by telephone with the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, at any local office of the Wage and Hour Division.**

**2. New Jersey Family Leave Act N.J.A.C. 13:14-1.16**

- a. **Any complaint alleging a violation of the Act shall be processed in the same manner as a complaint filed under the terms of N.J.S.A. 10:5-1 et seq. and N.J.A.C. 13:4 through the New Jersey Department of Law and Public Safety, Division on Civil Rights.**

Implementation of FMLA and NJFLA will be consistent with provisions in collective bargaining agreement(s) in the district.

~~29 U.S.C. 2601 et seq.~~  
~~29 CFR C.F.R. §825.200 et seq.~~  
**29 CFR §785**  
~~N.J.S.A. 34:11B-1 et seq.~~ **10:5-1**  
N.J.A.C. 13:14-1 et seq.

Adopted:

[See POLICY ALERT Nos. 111, 123, 137, 162, 170 and 207]

4431.1 FAMILY LEAVE

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A. Introduction

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

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

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

B. Applicability

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

1. If the staff member is eligible for leave for reasons provided under the FMLA and NJFLA, then the time taken shall be concurrent and be applied to both laws.
2. The NJFLA provides twelve weeks leave in a twenty-four month period while the FMLA provides twelve weeks leave in a twelve-month period. A staff member is eligible for up to twelve weeks leave in the first twelve months of the twenty-four month period under the NJFLA. A staff member is eligible for up to twelve weeks leave in the second twelve-month period under the FMLA.
3. In the event the reason for the family leave is recognized under one law and not the other law, the staff member is eligible for each law's leave entitlements within one twelve-month period. (Example: A staff member may use their FMLA leave for a twelve week family leave for their own pregnancy, which is considered a "serious health condition" under FMLA, and upon conclusion of the twelve week FMLA leave, the staff member would be eligible for a twelve week NJFLA leave to care for their newborn or any other reasons pursuant to the NJFLA.)

C. Definitions

1. Federal Family and Medical Leave Act (FMLA)

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

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

**“Covered servicemember” means a current member of the Armed Forces (including National Guard or Reserves), who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness; or a covered veteran undergoing medical treatment, recuperation, or therapy for a serious injury or illness.**

**“Covered veteran” means an individual who was a member of the Armed Forces (including National Guard or Reserves), discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible staff member takes FMLA leave to care for the covered veteran. For a veteran discharged prior to March 8, 2013, the effective date of the FMLA Final Rule, the period between October 28, 2009 and March 8, 2013 will not count towards the determination of the five-year period. 29 CFR § 825.127(b)(2)**

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

**“Next of kin of a covered servicemember” means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin. For example, if a covered**

**servicemember has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered servicemember's next of kin. Alternatively, where a covered servicemember has a sibling(s) and designates a cousin as his or her next of kin for FMLA purposes, then only the designated cousin is eligible as the covered servicemember's next of kin. An employer is permitted to require an employee to provide confirmation of covered family relationship to the covered servicemember pursuant to 29 CFR §825.122(k). 29 CFR §825.127(d)(3)**

**“Outpatient status” means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. 29 CFR § 825.127(b)(1)**

~~“Son” or “daughter” means a biological, adopted or foster child, stepchild, legal ward, or a child of a person standing in loco parentis, who is under eighteen years of age or eighteen years of age or older but incapable of self care because of a mental or physical impairment.~~

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

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

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

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

- a. **In the case of a current member of the Armed Forces, including a member of the National Guard or Reserves, an injury or illness that was incurred by the covered servicemember in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating; and**
- b. **In the case of a covered veteran, an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:**
  - (1) **A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or**

- (2) A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of fifty percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
- (3) A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
- (4) An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers. 29 CFR 825 §127(c)

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

“Son” or “daughter” means a biological, adopted, or foster child, stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age eighteen or age eighteen or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence.

“Son or daughter of the covered servicemember” means a covered servicemember’s biological, adopted or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age. 29 CFR §825.127(d)(1)

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

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

~~“Week” is the number of days an employee normally works each calendar week.~~

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

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

2. New Jersey Family Leave Act (NJFLA)

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

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

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

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

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

~~“Week” is the number of days an employee normally works each calendar week.~~

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

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

D. Eligibility

1. Federal Family and Medical Leave Act (FMLA)

A staff member shall become eligible for FMLA leave after he/she has been employed at least twelve months in this district and employed for at least 1250 hours of service during the twelve-month period immediately preceding the commencement of the leave. The twelve months the staff member must have been employed need not be consecutive months pursuant to 29 CFR Part ~~§825~~Section.110(b). The minimum 1250 hours of service shall be determined according to the principles established under the Fair Labor Standards Act (FLSA) for determining compensable hours of work pursuant to 29 CFR ~~§ Part~~ 785. Entitlement to FMLA leave taken for the birth of a son or daughter or placement of a son or daughter with the staff member for adoption or foster care shall expire at the end of the twelve-month period beginning on the date of such birth or placement.

Pursuant to 29 CFR Part ~~§825-Section-202.201~~, a husband and wife both employed by the district are limited to a combined total of twelve weeks of leave during the twelve-month period if the leave is taken for the birth of a son or daughter of the staff member or to care for such son or daughter after birth; for placement of a son or daughter with the staff member for adoption or foster care or in order to care for the ~~spouse, son, or daughter~~ **after placement; or to care for parent** of the staff member’s **parent** with a serious health condition.



The method to determine the twelve-month period in which the twelve weeks of FMLA leave entitlement occurs will be

**[Select one option**

- the calendar year.
- a school year.
- the staff member's employment anniversary date.
- the twelve-month period measured forward from when the staff member's first leave begins.
- a "rolling" twelve-month period measured backward from the date a staff member uses any family leave.]

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

2. New Jersey Family Leave Act (NJFLA)

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

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

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

The method to determine the twenty-four month period in which the twelve weeks of NJFLA leave entitlement occurs will be

**[Select one option**

- the calendar year.
- a school year.
- the staff member's employment anniversary date.
- the twenty-four month period measured forward from when the staff member's first leave begins.
- a "rolling" twenty-four month period measured backward from the date a staff member uses any leave.]

E. Types of Leave

1. Federal Family and Medical Leave Act (FMLA)

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

- a. Leave for the birth of a son or daughter or placement of a son or daughter with the staff member for adoption or foster care **[Board option – may or may not]** be taken by a staff member intermittently or on a reduced leave schedule.
- b. Leave may be taken intermittently or on a reduced leave schedule when medically necessary for planned and/or unanticipated medical treatment of a related serious health condition by or under the supervision of a health care provider, or for recovery from treatment or recovery from a serious health condition.
- c. Intermittent leave means leave scheduled for periods of time from one hour or more to several weeks; however, the total time within which the leave is taken can not exceed a twelve month period for each serious health condition episode. Intermittent leave may be taken for a serious health condition that requires periodic treatment by a health care provider, rather than one continuous period of time. Intermittent leave may also be taken for absences where the staff member is incapacitated or unable to perform the essential functions of the position because of a serious health condition even if the staff member does not receive treatment by a health care provider. The staff member shall make a reasonable effort to schedule intermittent leave so as not to unduly disrupt the operations of the instructional/educational program.
- d. Reduced leave means leave scheduled for fewer than the staff member's usual number of hours worked per workweek, but not fewer than a staff member's usual number of hours worked per workday, unless otherwise agreed to by the staff member and the district. A staff member is entitled, at the option of the staff member, to take leave on a reduced leave schedule not exceeding twenty-four consecutive weeks. The staff member shall make a reasonable effort to schedule reduced leave so as not to unduly disrupt the operations of the instructional/educational program. The staff member shall

provide the district prior notice of the care, medical treatment or continuing supervision by a health care provider necessary due to a serious health condition of a family member in a manner that is reasonable and practicable. Leave taken on a reduced leave schedule shall not result in a reduction of the total amount of leave to which a staff member is entitled.

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

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

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

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

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

**(a) Short-notice deployment:**

- i. Notification of duty seven or less calendar days prior to date of deployment;**
- ii. Leave can be used for a period of seven calendar days beginning on the date the military member is notified.**

**(b) Military events and related activities, including official ceremonies, programs, or events sponsored by the military and related to the covered active duty or call to covered active duty status of the military member; and to attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross.**

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

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

- (d) Financial and legal arrangements made to address the military member's absence while on covered active duty or call to covered active duty status.
  - (e) Counseling, provided by someone other than a health care provider for oneself, for the military member, or qualified child, if the need arises from the covered active duty or call to covered active duty status of the military member.
  - (f) Rest and Recuperation (R&R) to spend time with the military member on short-term, temporary R&R leave during a term of deployment:

    - i. Can be used for a period of fifteen calendar days beginning on the date the military member commences each instance of R&R leave.
  - (g) Post-deployment activities such as ceremonies or briefings including any that arise from the death of the military member while on covered active duty.
  - (h) Parental care for one meeting the definition of a "parent" and incapable of self care including: arranging alternative care; providing care on an immediate need basis; and to attend meetings or arrange services at a care facility.
  - (i) Additional activities in accordance with 29 CFR §825.126(b)(9).
- g. Military caregiver leave provides care for a covered servicemember with a serious injury or illness 29 CFR §§825.122 and 127:

- (1) The district must grant up to a total of twenty-six workweeks of unpaid, job-protected leave during a “single twelve-month period” to care for a covered servicemember with a serious injury or illness.**
- (a) The eligible staff member must be the spouse, son, daughter, parent, or next of kin of the covered servicemember.**
  - (b) The staff member is limited to a combined total of twenty-six workweeks for any FMLA-qualifying reasons during the single twelve-month period. Up to twelve of the twenty-six weeks may be for an FMLA-qualifying reason other than military caregiver leave.**
  - (c) Spouses who are eligible for FMLA leave and are employed by the same covered employer may be limited to a combined total of twenty-six workweeks of leave during a single twelve-month period if the leave is taken for birth of the employee's son or daughter or to care for the child after birth, for placement of a son or daughter with the employee for adoption or foster care, or to care for the child after placement, to care for the employee's parent with a serious health condition, or to care for a covered servicemember with a serious injury or illness. If one spouse is ineligible for FMLA leave, the other spouse would be entitled to a full twenty-six workweeks of FMLA leave.**
- (2) Leave entitlement is applied on a per-covered-servicemember, per-injury basis.**

- (a) **The staff member may take an additional twenty-six weeks of leave if the leave is to care for different covered servicemembers or to care for the same servicemember with a subsequent serious injury or illness, except that no more than twenty-six weeks of leave may be taken within any single twelve-month period.**
- (b) **An eligible staff member may take military caregiver leave to care for more than one current service member or covered veteran at the same time or for the same family member with the same serious injury or illness both when the family member is a current servicemember and when the family member is a veteran.**
- (c) **Military caregiver leave may be taken by eligible staff members whose family members are recent veterans with serious injuries or illnesses incurred or aggravated in the line of duty on active duty, and that manifested before or after the veteran left active duty.**

2. New Jersey Family Leave Act (NJFLA)

A staff member may take NJFLA leave in consecutive weeks, as intermittent leave, or as reduced leave. A staff member who requests intermittent or reduced leave shall make a reasonable effort to schedule such leave so as not to unduly disrupt the instructional/educational program. **The district shall not require a staff member to take a leave of absence beyond the period of time the staff member requests family leave. N.J.A.C. 13:14-1.5(f)**



- a. In the case of a family member who has a serious health condition, leave may be taken intermittently when medically necessary. The total time within which the leave is taken, can not exceed a twelve-month period for each serious health condition episode. The staff member will provide the district with prior notice of the leave in a manner which is reasonable and practicable; and the staff member shall make a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the instructional/educational program. In the case of the birth or adoption of a healthy child, the leave may be taken intermittently only if agreed to by the staff member and the district.
  
- b. Reduced leave means leave scheduled for fewer than the staff member's usual number of hours worked per workweek, but not fewer than a staff member's usual number of hours worked per workday, unless otherwise agreed to by the staff member and the district. A staff member is entitled, at the option of the staff member, to take leave on a reduced leave schedule for a period not exceeding twenty-four consecutive weeks. The staff member is not entitled to take the leave on a reduced leave schedule without an agreement between the staff member and the district if the leave is taken for the birth or adoption of a healthy child. The staff member shall make a reasonable effort to schedule reduced leave so as not to unduly disrupt the operations of the instructional/educational program. The staff member shall provide the district prior notice of the care, medical treatment or continuing supervision by a health care provider necessary due to a serious health condition of a family member in a manner that is reasonable and practicable. Leave taken on a reduced leave schedule shall not result in a reduction of the total amount of leave to which a staff member is entitled.

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

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

F. Notice

1. Federal Family and Medical Leave Act (FMLA)

- a. Foreseeable Leave - A staff member eligible for FMLA leave must give at least a thirty day written advance notice to the \_\_\_\_\_ if the need for the leave is foreseeable based on an expected birth, placement for adoption of foster care, or planned medical treatment for a serious health condition of the staff member or a family member. If thirty days is not practical, the staff member must provide notice "as soon as practicable" which means as soon as both possible and practical, taking into account all the facts and circumstances in the individual case. For foreseeable leave where it is not possible to give as much as thirty days notice "as soon as practical" ordinarily would mean at least verbal notification to the \_\_\_\_\_ within one or two business days or when the need for leave becomes known to the staff member. The written notice shall include the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave.

When planning medical treatment, the staff member must consult with the \_\_\_\_\_ and make a reasonable effort to schedule the leave so as not to unduly disrupt the educational program, subject to the approval of the health care provider. Staff members are ordinarily expected to consult with the \_\_\_\_\_ prior to scheduling of treatment that would require leave for a schedule that best suits the needs of the district and the staff member.

The district may delay the staff member taking leave for at least thirty days if the staff member fails to give thirty days notice for foreseeable leave with no reasonable excuse for the delay.

- b. Unforeseeable Leave - When the approximate timing of the need for leave is not foreseeable, a staff member should give notice to the \_\_\_\_\_ for leave as soon as practicable under the facts and circumstances of the particular case. It is expected the staff member will give notice to the \_\_\_\_\_ within no more than one or two working days of learning of the need for leave, except in extraordinary circumstances where such notice is not foreseeable. The staff member should provide notice to the employer either in person or by telephone, telegraph, facsimile machine or other electronic means.

2. New Jersey Family Leave Act (NJFLA)

- a. Foreseeable Leave - A staff member eligible for NJFLA leave must give at least a thirty day advance written notice to the \_\_\_\_\_ of the need to take family leave except where the need to take family leave is not foreseeable.

~~i.~~**(1)** Notice for leave to be taken for the birth or placement of the child for adoption shall be given at least thirty days prior to the commencement of the leave, except that if the date of the birth or adoption requires leave to begin in less than thirty days, the ~~employee~~ **staff member** shall provide such notice that is reasonable and practicable.

ii-(2) Notice for leave to be taken for the serious health condition of a family member shall be given at least fifteen days prior to the commencement of leave, except that if the date of the treatment or supervision requires leave to begin in less than fifteen days, the staff member shall provide such notice that is reasonable and practicable.

iii-(3) When the \_\_\_\_\_ is not made aware that a staff member was absent for family leave reasons and the staff member wants to request the leave be counted as family leave, the staff member must provide timely notice within two business days of returning to work to have the time considered for family leave in accordance with the Family Leave Act.

b. Unforeseeable Leave - When the need for leave is not foreseeable, the staff member must provide notice "as soon as practicable" which shall be at least verbal notice to the \_\_\_\_\_ within one or two business days of the staff member learning of the need to take family leave. Whenever emergent circumstances make written notice impracticable, the staff member may give verbal notice to the \_\_\_\_\_, but any verbal notice must be followed by written notice delivered within \_\_\_\_\_ working days.

G. Leave Designation

An eligible staff member shall designate FMLA or NJFLA leave upon providing notice of the need for the leave or when the need for leave commences. The \_\_\_\_\_ shall provide the staff member with this Policy to assist the staff member in determining the type of leave.

H. Benefits

**Whether a staff member is required to use sick time or any other accrued leave time concurrent with FMLA or NJFLA leave time will depend upon either the district's practice or a provision in the district's collective bargaining agreement, if applicable. 29**  
**CFR §825.100**

~~The Federal Family and Medical Leave Act and/or the New Jersey Family Leave Act shall be~~

**Choose only one of the following alternatives:**

~~\_\_\_ unpaid leave.~~

~~\_\_\_ paid leave, subject to any applicable negotiated agreements.~~

~~\_\_\_ a combination of paid and unpaid leave, subject to any applicable negotiated agreements.~~

The Board will maintain coverage under any group health insurance policy, group subscriber contract, or health care plan at the level and under the conditions coverage would have been provided if the staff member had continued to work instead of taking the leave. If the staff member was paying all or part of the premium payments prior to the leave, the staff member would continue to pay his/her share during the leave time. Any ten month staff member who is on leave under NJFLA or FMLA at the end of the school year will be provided with any benefits over the summer that the employee **staff member** would normally receive if they had been working at the end of the school year.

I. Returning from Leave

The Federal Family and Medical Leave Act and/or the New Jersey Family Leave Act

A staff member returning from leave shall be entitled to the position he/she held when leave commenced or to an equivalent position of like seniority, status, employment benefits, pay and other conditions of employment. If the district experiences a reduction in force or layoff and the staff member would have lost his/her position had the staff member not been on family leave as a result of the reduction in force or pursuant to the good faith operation of a bona fide layoff and recall system including a system under any collective bargaining agreement, the staff member shall be entitled to reinstatement to the former or an equivalent position in accordance with applicable statutes, codes, and laws. The staff member's tenure and seniority rights, if any, and other benefits shall be preserved, but the staff member shall accrue no additional time toward tenure or seniority for the period of the leave, except as may be provided by law.

The return of a staff member prior to the expiration of the requested family leave may be permitted by the Board if the return does not unduly disrupt the instructional program or require the Board to incur the cost of continuing the employment of a substitute under contract.

**The Board may, in accordance with the provisions of 29 CFR §825.312 delay restoration of employment of a staff member using FMLA leave for the staff member's serious health condition until the staff member submits a fitness-for-duty examination from his/her health care provider indicating that the staff member is able to resume work. In the event the Board requires such a fitness-for-duty examination before restoration of the staff member after leave, the Board will provide the staff member specific notice either at the time the staff member gives notice of the need for leave or immediately after the leave commences and the staff member advises the Board of the medical circumstances for the leave.**

If leave is taken under FMLA, and the staff member does not return to work after the leave expires, the Board is entitled to recover health insurance costs paid while the staff member was on FMLA. The Board's right to recover premiums would not apply if the staff member fails to return to work due to:

1. The continuation, onset or recurrence of a serious health condition of the staff member; or
2. Circumstances beyond the staff member's control.

J. Ineligible Staff Members

1. Federal Family and Medical Leave Act (FMLA)

The district may deny job restoration after FMLA leave if the staff member is a "key employee" as defined in 29 CFR §825-Section-.217 if such denial is necessary to prevent substantial and grievous economic injury to the district or the district may delay restoration to a staff member who fails to provide a fitness for duty certificate to return to work for leave that was the staff member's own serious health condition. A "key employee" is a salaried, staff member who is among the highest paid ten percent of the school district staff employed by the district within 75 miles of the worksite. No more than ten percent of the school district staff within 75 miles of the worksite may be "key employees."

In the event the \_\_\_\_\_ believes that reinstatement may be denied to a key employee, the \_\_\_\_\_ must give written notice to the staff member at the time the staff member gives notice of the need for leave, or when the need for leave commences, if earlier, that he/she qualifies as a key employee. The key employee must be fully informed of the potential consequences with respect to reinstatement and maintenance of health benefits if the district should determine that substantial and grievous economic injury to the district's operations will result if the staff member is reinstated from leave. The district's notice must explain the basis for the district's finding that substantial and grievous economic injury will result, and if leave has commenced, must provide the staff member a reasonable time in which to return to work. If the staff member on leave does not return to work in response to the notice of intent to deny restoration, the staff member continues to be entitled to maintenance of health insurance.

A key employee's rights under the FMLA continue unless and until the staff member either gives notice that he/she no longer wishes to return to work or the district actually denies reinstatement at the conclusion of the leave period. A staff member is still entitled to request reinstatement at the end of the leave period even if the staff member did not return to work in response to the district's notice. The district will then again determine whether there will be substantial and grievous economic injury from reinstatement based on the facts at that time. If it is determined that substantial and grievous economic injury will result, the district will notify the staff member in writing (in person or by certified mail) of the denial of the restoration.

## 2. New Jersey Family Leave Act

The district may deny family leave to the staff member if the staff member is a salaried employee who is among the highest paid five percent of the school district staff or one of the seven highest paid employees of the district, whichever is greater, if the denial is necessary to prevent substantial and grievous economic injury to the school district's operations. The \_\_\_\_\_ shall notify the staff member of the intent to deny the leave at the time

the \_\_\_\_\_ determines the denial is necessary. If the leave has already commenced at the time of the district's notification of denial, the staff member shall be permitted to return to work within ten working days of the date of notification.

K. Verification of Leave

1. Federal Family and Medical Leave Act (FMLA)

The Board requires a staff member's FMLA leave to care for the staff member's seriously ill spouse, son, daughter, or parent;; or **for a servicemember's qualifying exigency or serious injury; or for illness** due to the staff member's own serious health condition, that makes the staff member unable to perform one or more of the essential functions of the staff member's position, be supported by a certification issued by the health care provider of the staff member or the staff member's ill family member. **The medical certification required encompasses both physical and psychological care and includes situations where a family member is unable to care for his/her own basic medical, hygienic, or nutritional needs or safety, or is unable to transport himself/herself to the doctor. It can also include providing psychological comfort and reassurance beneficial to a child, spouse, or parent with a serious health condition who is receiving inpatient or home care and can include situations where the staff member may be needed to substitute for others who normally care for the family member or covered servicemember or to make arrangements for changes in care. The staff member need not be the only individual or family member available to care for the family member or covered servicemember. 29 CFR §825.124**

The certification must meet the requirements of 29 CFR Section **§§825.306, 309, and 310** to include: which part of the definition of "serious health condition" applies; the approximate date the serious health condition commenced and its probable duration; whether it will be necessary for the staff member to take intermittent and/or reduced leave; whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity; if additional treatments will be required for the condition; and/or if the patient's incapacity will



be intermittent or will require reduced leave. The certification of a serious health condition of a family member of the staff member shall be sufficient if it states the date on which the condition commenced, the probable duration of the condition, and the medical facts within the provider's knowledge regarding the condition. Certification for the birth or placement of a child need only state the date of birth or date of placement.

In the event the \_\_\_\_\_ doubts the validity of the certification, in accordance with 29 CFR ~~Section §825.307~~, the district may require, at the district's expense, the staff member obtain an opinion regarding the serious health condition from a second health care provider designated by the district, but not employed on a regular basis by the district. If the second opinion differs from the staff member's health care provider, the district may require, at the district's expense, the staff member obtain the opinion of a third health care provider designated by the district or approved jointly, in good faith, by the district and the staff member. The opinion of the third health care provider shall be final and binding on the district and the staff member.

The district may require re-certification pursuant to the requirements of 30 CFR ~~Section §825.308~~. In accordance with 29 CFR ~~Section §825.309~~, the staff member on leave must provide a written report to the \_\_\_\_\_ every thirty workdays. The report shall include the staff member's status and intended date to return to work. In the event the staff member's circumstances change, the staff member must provide reasonable notice to the \_\_\_\_\_ if the staff member intends to return to work on a date sooner than previously noticed to the district. The staff member is not required to take more leave than necessary to resolve the circumstance that precipitated the need for leave. As a condition of returning to work after the leave for the staff member's own serious health condition, and in accordance with 29 CFR ~~Section §825.310~~, the district requires a staff member to provide a certification from their health care provider that the staff member is able to resume work.

In accordance with 29 CFR ~~Section~~ §825.311, the district may delay the taking of FMLA leave to a staff member who fails to provide certification within fifteen days after being requested to do so by the district. In accordance with 29 CFR ~~Section~~ §825.312, the district may delay the taking of leave until thirty days after the date the staff member provides notice to the district of foreseeable leave or the district may delay continuation of leave if a staff member fails to provide a requested medical certification in a timely manner.

2. New Jersey Family Leave Act

The Board shall require the certification of a duly licensed health care provider verifying the purpose of requested NJFLA leave. Certification of a serious health condition of a family member of the staff member shall be sufficient if it states the date on which the condition commenced, the probable duration of the condition, and the medical facts within the provider's knowledge regarding the condition. Certification for the birth or placement of a child need only state the date of birth or date of placement, whichever is appropriate.

In the event the \_\_\_\_\_ doubts the validity of the certification for the serious health condition of a family member of the staff member, the district may require, at the district's expense, the staff member to obtain an opinion regarding the serious health condition from a second health care provider designated or approved, but not employed on a regular basis, by the district. If the second opinion differs from the certification the district may require, at the district's expense, that the staff member obtain the opinion of a third health care provider designated or approved jointly by the district and the staff member concerning the serious health condition. The opinion of the third health care provider shall be final and binding on the district and the staff member.

L. Interference with Family Leave Rights

The Federal Family and Medical Leave Act and the New Jersey Family Leave Act prohibit interference with a staff member's rights under the law, and with legal proceedings or inquiries relating to a staff member's rights. Unless permitted by the law, no staff member shall be required to take family leave or to extend family leave beyond the time requested. A staff member shall not be discriminated against for having exercised his/her rights under the Federal Family and Medical Leave Act or the New Jersey Family Leave Act nor discouraged from the use of family leave.

M. Non-Tenured Staff Member

Family leave granted to a nontenured staff member cannot extend the employee's staff member's employment beyond the expiration of his/her employment contract.

N. Record Keeping

In order that staff member's entitlement to FMLA leave and NJFLA leave can be properly determined, the Superintendent shall ensure the keeping of accurate attendance records that distinguish family leave from other kinds of leave. The Superintendent will publish a notice explaining the Act's provisions and provide information concerning the procedures for filing complaints of violations of the FMLA and NJFLA.

O. Processing of Complaints

1. **Federal Family and Medical Leave Act (FMLA)** 29 CFR §§825.400-401

- a. **If there is a dispute between the district and a staff member as to whether leave qualifies as FMLA leave, it should be resolved through discussion between the staff member and the district. Such discussions and the decision shall be documented by the school district.**

- b. The staff member also may file, or have another person file on his/her behalf, a complaint with the United States Secretary of Labor. A complaint may be filed in person, by mail, or by telephone with the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, at any local office of the Wage and Hour Division.**
  
- 2. New Jersey Family Leave Act N.J.A.C. 13:14-1.16**
  - a. Any complaint alleging a violation of the Act shall be processed in the same manner as a complaint filed under the terms of N.J.S.A. 10:5-1 et seq. and N.J.A.C. 13:4 through the New Jersey Department of Law and Public Safety, Division on Civil Rights.**

Implementation of FMLA and NJFLA will be consistent with provisions in collective bargaining agreement(s) in the district.

~~29 U.S.C. 2601 et seq.~~

~~29 CFR C.F.R. §825.200 et seq.~~

**29 CFR §785**

~~N.J.S.A. 34:11B-1 et seq.~~ **10:5-1**

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

Adopted:

STUDENTS

5516/page 1 of 4

Use of Electronic Communication and Recording

Devices (ECRD)

Oct 15

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[See POLICY ALERT Nos. 158, 190 and 207]

5516 USE OF ELECTRONIC COMMUNICATION AND RECORDING DEVICES (ECRD)

The Board of Education believes students and/or school staff members should not be subject to having a video or audio recording taken of any student(s) or school staff member(s) for any purpose without the consent of the student, the student’s parent or guardian, and/or the school staff member. In addition to protecting the privacy rights of students and school staff members, the Board recognizes such recordings can be disruptive to the educational program. In addition, inappropriate recordings of educational material, student assessment instruments, and/or student assessment reviews can be used to compromise the integrity of the district’s educational program or lead to academic dishonesty in the event such recordings are stored and/or transmitted to other students. Therefore, the Board of Education adopts this Policy regarding student use of electronic communication and recording devices.

“Electronic communication and recording device (ECRD)” includes any device with the capability to audio or video record or is capable of receiving or transmitting any type of communication between persons. An ECRD includes, but is not limited to, cameras, cellular and wireless telephones, pagers/beepers, laptop computers, electronic readers, personal digital assistants (PDAs), two-way radios, portable fax machines, video broadcasting devices, and any other device that allows a person to record and/or transmit, on either a real time or delayed basis, sound, video, or still images, text, or other information.

[Option: Select one of the following options:

- \_\_\_ A student is not permitted to bring, possess, or use an ECRD on school grounds at any time, regardless of whether school is in session or not.

— A student is not permitted to have turned on or use an ECRD on school grounds during the school day or when the student is participating in a curricular or school-sponsored co-curricular activity. A student's personal ECRD may only be used on school grounds in an emergency situation **or before and after the school day** or with the permission of a school staff member supervising the student in a curricular or school-sponsored co-curricular activity. Any audio and/or video recording by a student using their personal ECRD with permission of a school staff member while participating in a curricular or school-sponsored activity where other students or staff members are present shall require the permission for such recording from any other student and their parents or guardians and/or staff members whose voice or image is to be recorded. This Policy is not intended to prohibit appropriate use of electronic devices for authorized or approved official curricular or school-sponsored co-curricular activities such as yearbook photographs, staff member/teacher-directed and approved activities, classroom presentations, and athletic events, and drama production filming. A student authorized or approved to use an ECRD may not use an ECRD to access internet sites or view information or internet-based material that is inappropriate or would be blocked from student access by the school district's acceptable use of computers and networks policy. Nothing in this Policy is intended to prevent a student from using their personal ECRD and recording school-sponsored co-curricular activities as a non-participant when the activity is open to the general public.]

For the purposes of this policy, "school grounds" means and includes land, portions of land, structures, buildings, and structures that support these buildings, including, but not limited to, administrative buildings, kitchens, maintenance shops, and garages. "School grounds" also includes other facilities as defined in N.J.A.C. 6A:26-1.2, playgrounds, and other recreational places owned by the local municipalities, private entities, or other individuals during those times when the school district has exclusive use of a portion of such land.

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

[Option: Select one of the following options:

\_\_\_ A student shall not knowingly bring or possess any remotely activated paging device on any school grounds, including on a school bus or at a school-sponsored function, at any time and regardless of whether school is in session or other persons are present.

\_\_\_ A student shall not knowingly bring or possess any remotely activated paging device on any school grounds, including on a school bus or at a school-sponsored function, at any time and regardless of whether school is in session or other persons are present without the express written permission of the \_\_\_\_\_ [Board, Superintendent, or Principal]. The student must submit a written request and establish to the satisfaction of the \_\_\_\_\_ [Board, Superintendent, or Principal] a reasonable basis for the possession of the device. The written request must include the purpose for the student possessing and/or bringing the device on school property and the date or dates in which the student requests to possess and/or bring the device on school property. The written request must also include the date in which the student will no longer need to bring and/or possess the device on school property.

The \_\_\_\_\_ [Board, Superintendent or Principal], upon reviewing the request from the student, will make a determination. The determination will be in writing and if approved, written permission for the student to bring and/or possess a remotely activating paging device will be provided to the student. Permission will only be provided for

{Select one of the following alternatives below

\_\_\_ the school year.

\_\_\_ (specific number) month(s).

\_\_\_ (specific number) week(s).}

The student must submit a new request if the time in which permission is given to bring and/or possess a device expires. The student that is granted permission to possess and/or bring the device must be in the possession of the device at all times. The Principal or designee shall immediately notify the Superintendent of Schools and the appropriate criminal justice or juvenile justice agency if a student brings or possesses a remotely activated paging device in violation of **N.J.S.A. 2C:33-19** ~~N.J.A.C. 6A:16-5.8~~ and this Policy.]

A student who is an active member in good standing of a volunteer fire company, first aid, ambulance or rescue squad may bring or possess a remotely activated paging device on school property only if the student is required to respond to an emergency and the student provides a statement to the \_\_\_\_\_ **[Board, Superintendent or Principal]** from the chief executive officer of the volunteer fire company, first aid, ambulance or rescue squad authorizing the possession of the device by the student at all times and that the student is required to respond to an emergency.

The Principal or designee will confiscate the remotely activated paging device, take appropriate disciplinary action and shall immediately notify the Superintendent of Schools and the appropriate criminal justice or juvenile justice agency if a student brings or possesses a remotely activated paging device in violation of **N.J.S.A. 2C:33-19** ~~N.J.A.C. 6A:16-5.8~~ and this Policy.

N.J.S.A. 2C:33-19  
~~N.J.A.C. 6A:16-5.8~~

Adopted:



[See POLICY ALERT Nos. 151, 201 and 207]

R 1240 EVALUATION OF SUPERINTENDENT

- A. Roles and Responsibilities for the Implementation of the Annual Evaluation Policy and Procedures
  - 1. The Board of Education and the Superintendent will develop and the Board will adopt a job description and evaluation criteria for the Superintendent’s position based upon the Board’s local goals, program objectives, policies, instructional priorities, State goals, statutory requirements, and the functions, duties, and responsibilities of the Superintendent.
  - 2. The Superintendent shall have primary responsibility for data collection and reporting methods appropriate to the job description.
  - 3. The Board President, or the Board President’s designee, shall oversee the annual evaluation of the Superintendent.
  - 4. The Board President shall establish timelines for completion of the annual evaluation of the Superintendent.
  
- B. Annual Summary Conference
  - 1. The Board of Education shall conduct an annual summary conference with the Superintendent to develop and prepare an Annual Written Performance Report.
  - 2. The annual summary conference between the Board of Education, with a majority of its total membership present, and the Superintendent shall be held before the Annual Written Performance Report is prepared and filed.
  - 3. The Superintendent shall submit to all Board members any information, documents, statistics, or any other data or information he/she would like for the Board members to consider at the annual summary conference.

4. The Board President, or the Board President's designee, shall preside over the Board's annual summary conference meeting.
5. The conference shall be held in executive session, unless the Superintendent requests it be held in public. The conference shall include, but not be limited to, review of the following:
  - a. Performance of the Superintendent based upon the Board approved job description;
  - b. Progress of the Superintendent in achieving and/or implementing the school district's goals, program objectives, policies, instructional priorities, State goals, and statutory requirements; and
  - c. Indicators of student progress and growth toward program objectives.

C. Annual Written Performance Report

1. The Annual Written Performance Report shall be prepared and approved by a majority of the Board of Education's total membership by July 1 and shall include, but not be limited to:
  - a. Performance area(s) of strength;
  - b. Performance area(s) needing improvement based upon the job description and evaluation criteria set forth in N.J.A.C. 6A:10-~~87~~.1(c)2;
  - c. Recommendations for professional growth and development;
  - d. Summary of indicators of student progress and growth, and a statement of how the indicators relate to the effectiveness of the overall program and the Superintendent's performance; and

- e. Provision for performance data not included in the report to be entered into the record by the Superintendent within ten teaching staff member working days after the report's completion.
2. The Board President, or the Board President's designee, shall prepare a draft of the Annual Written Performance Report after the annual summary conference.
  3. The draft of the Annual Written Performance Report shall be disseminated to all Board members for review and comment before presenting the draft report to the Superintendent.
    - a. In the event a Board member believes a provision(s) of the draft of the Annual Written Performance Report is not in accord with the provisions agreed to by a majority of the Board during the annual summary conference, the Board member shall submit in writing their proposed revision(s) to the drafter of the Annual Written Performance Report. The draft of the Annual Written Performance Report may be revised by the drafter of the report if the drafter agrees with the Board member's proposed revision. In the event the drafter does not agree with the proposed revision(s), the issue shall be presented to the full membership of the Board of Education in executive session to make a final determination.
  4. The draft of the Annual Written Performance Report shall be presented to the full membership of the Board of Education in executive session for discussion and approval after the draft report has been disseminated to all Board members for review. The Superintendent shall receive a copy of the draft of the Annual Written Performance Report from the Board President, or Board President's designee, prior to the executive session where the Board is scheduled to discuss and approve.
  5. In the event the Superintendent does not agree with a provision(s) in the draft of the Annual Written Performance Report, the Superintendent shall be provided an opportunity to discuss with the full membership of the Board reconsideration of the disputed provision(s).

6. A majority of the Board's full membership shall approve the draft of the Annual Written Performance Report before presenting the final Annual Written Performance Report to the Superintendent.
7. The Superintendent may submit a written response to the final Annual Written Performance Report, which shall be attached to the report.

D. Nontenured Superintendent of Schools

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

DRAFT

Adopted:

[See POLICY ALERT Nos. 181, 201 and 207]

R 3221 EVALUATION OF TEACHERS

A. Definitions – N.J.A.C. 6A:10-1.2

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

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

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

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

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

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

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

“Co-observation” means two or more supervisors who are trained on the practice instrument who observe simultaneously, or at alternate times, the same lesson or portion of a lesson for the purpose of training.

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

“Department” means the New Jersey Department of Education.

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

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

“Educator practice instrument” means an assessment tool that provides: scales or dimensions that capture competencies of professional performance; and differentiation of a range of professional performance as described by the scales, which must be shown in practice and/or research studies. ~~The scores from the teacher practice instrument are components of the teacher’s evaluation rubrics and the scores are included in the summative evaluation rating for the individual.~~

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

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

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

~~“Individual professional development plan” is means a written statement of goals developed by a teaching staff member serving in a supervisory capacity in collaboration with a teaching staff member that: aligns with professional standards for teachers set forth in N.J.A.C. 6A:9-3.3 and the New Jersey Professional Development Standards; derives from the annual evaluation process; identifies professional goals that address specific individual, district or school needs, or both; and grounds professional development activities in objectives related to improving teaching, learning, and student achievement. The individual professional development plan shall include timelines for implementation, responsibilities of the employee and the school district for implementing the plan, and specific support and periodic feedback that the district shall provide as defined in N.J.S.A. 18A:6-119.~~

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

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

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

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

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

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

“**Semester**” means half of the school year.

“Short observation” means an observation for the purpose of evaluation that is conducted for at least twenty minutes.

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

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

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

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

“Supervisor” means an appropriately certified teaching staff member, as defined in N.J.S.A. 18A:1-1, **or Superintendent** employed in the school district in a supervisory role and capacity, and possessing a school administrator, Principal, or supervisor endorsement as defined in N.J.A.C. ~~6A:9B-11~~ ~~6A:9-1.1~~.



~~“Teacher” means a teaching staff member **who holds** holding the **appropriate position** of teacher and holding a valid and effective standard, provisional, or emergency instructional certificate **issued by the Board of Examiners and is assigned a class roster of students for at least one particular course.**~~

~~“Teacher practice instrument” means an assessment tool that provides: scales or dimensions that capture competencies of professional performance; and differentiation of a range of professional performance as described by the scales, which must be shown in practice and/or research studies. The scores from the teacher practice instrument are components of the teacher’s evaluation rubrics and the scores are included in the summative evaluation rating for the individual.~~

~~“Teaching staff member” means a member of the professional staff of any district or regional Board of Education, or any county vocational school district Board of Education, holding office, position, or employment of such character that the qualifications for such office, position, or employment require him or her to hold a valid, effective, and appropriate standard, provisional, or emergency certificate issued by the State Board of Examiners. Teaching staff members include the positions of school nurse and school athletic trainer. There are three different types of certificates that teaching staff members work under:~~

- ~~1. An instructional certificate (holders of this certificate are referred to in N.J.A.C. 6A:10-1.1 et seq. as “teachers”);~~
- ~~2. Administrative certificate; and~~
- ~~3. Educational services certificate.~~

~~“Unannounced observation” means **an observation in which** the person conducting an observation for the purpose of evaluation will not notify the teacher of the date or time the observation will be conducted.~~

~~“Validity” means the extent to which evidence and theory support an interpretation of scores from a measurement instrument for a particular use of the instrument. In the context of evaluating educator practice, this means the evidence gathered using the instrument supports correct and useful inferences and decisions about the effectiveness of the practice observed.~~

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

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

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

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

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

1. The Board of Education annually shall adopt evaluation rubrics for teachers. The evaluation rubrics shall have four defined annual ratings: ineffective, partially effective, effective, and highly effective.
2. The evaluation rubrics for teachers shall include all other relevant minimum standards set forth in N.J.S.A. 18A:6-123.b. (P.L. 2012, c. 26, § 17c).
3. Evaluation rubrics shall be submitted to the Commissioner by June 1 for approval by August 1 of each year.

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

1. The Board of Education shall meet the following requirements for the annual evaluation of teachers, unless otherwise specified:
  - a. Establish a District Evaluation Advisory Committee to oversee and guide the planning and implementation of the Board of Education's evaluation policies and procedures as set forth in N.J.A.C. 6A:10-1.1 et seq.;
  - b. Annually adopt policies and procedures developed by the Superintendent pursuant to N.J.A.C. 6A:10-2.4, including the evaluation rubrics approved by the Commissioner pursuant to N.J.A.C. 6A:10-2.1(c);
  - c. Ensure the Superintendent annually notifies all teachers of the adopted evaluation policies and procedures no later than October 1. If a teacher is hired after October 1, the Board/Superintendent shall notify the teacher of the policies and procedures at the beginning of his or her employment. All teachers shall be notified of amendments to the policy and procedures within ten teacher working days of adoption;
  - d. Annually adopt by June 1, any Commissioner-approved ~~educator~~ **teacher** practice instruments and, as part of the process described at N.J.A.C. 6A:10-2.1(c), notify the Department which instruments will be used as part of the school district's evaluation rubrics;
  - e. Ensure the Principal of each school within the school district has established a School Improvement Panel pursuant to N.J.A.C. 6A:10-3.1. The panel shall be established annually by August 31 and shall carry out the duties and functions described in N.J.A.C. 6A:10-3.2;
  - f. Ensure data elements are collected ~~from the implementation of the teaching practice instrument~~ and stored ~~the data~~ in an accessible and usable format. Data elements shall include, but not be limited to, scores or evidence from observations for the purpose of evaluation **and student growth objective data; and**

- g. Ensure **the Superintendent or designee certifies to the Department that each Principal in the district certifies** any observer who conducts an observation of a teacher for the purpose of evaluation as described in ~~N.J.A.C. 6A:10-2.4(h);~~ N.J.A.C. 6A:10-4.4; and N.J.A.C. 6A:10-5.4; and **N.J.A.C. 6A:10-6.2**, shall meet the statutory observation requirements of N.J.S.A. 18A:6-119; 18A:6-123.b(8); and N.J.S.A. 18A:27-3.1 and the teacher member of the School Improvement Panel requirements of N.J.A.C. 6A:10-3.2.
2. The Board of Education shall ensure the following training procedures are followed when implementing the evaluation rubric for all teachers and, when applicable, applying the Commissioner-approved educator practice instruments:
- a. Annually provide training on and descriptions of each component of the evaluation rubric for all teachers who are being evaluated in the school district and provide more thorough training for any teacher who is being evaluated for the first time. Training shall include detailed descriptions of all evaluation rubric components including, when applicable, detailed descriptions of student achievement measures and all aspects of the educator practice instruments;
  - b. Provide training on the teacher practice instruments for any supervisor who will conduct observations for the purpose of evaluation of teachers. Training shall be provided before the observer conducts his or her first observation for the purpose of evaluation;
  - c. Annually provide updates and refresher training on the teacher practice instruments for any supervisor who will observe ~~teaching~~ **teacher** practice for the purpose of increasing accuracy and consistency among observers;
  - d. Annually require each supervisor who will conduct observations for the purpose of evaluation of a teacher to complete two co-observations during the academic year.

~~(1) At least one co-observation shall be completed by December 1;~~

~~(1)(2) Co-observers shall use the **co-observation** double-observation to calibrate teacher practice instruments, promote accuracy in scoring, and to continually train themselves on the instrument; and.~~

~~(2)(3) A co-observation may **shall** count as **one** a required observation for the purpose of evaluation pursuant to N.J.A.C. 6A:10-4.4, as long as the observer meets the requirements set forth in N.J.A.C. 6A:10-4.3 and 4.4. A co-observation shall count as one required observation under N.J.A.C. 6A:10-4.4.~~

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

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

1. Members of the District Evaluation Advisory Committee shall include representation from the following groups: teachers from each school level represented in the school district; central office administrators overseeing the teacher evaluation process; supervisors involved in teacher evaluation, when available or appropriate; and administrators conducting evaluations, including a minimum of one administrator conducting evaluations who participates on a School Improvement Panel. Members also shall include the Superintendent, a special education administrator, a parent, and a member of the Board of Education.
2. The Superintendent may extend membership on the District Evaluation Advisory Committee to representatives of other groups **and to individuals**.
3. Beginning in 2017-2018, the District Evaluation Advisory Committees shall no longer be required and the Board of Education shall have the discretion to continue the District's Evaluation Advisory Committee.

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

1. The provisions outlined in Policy and Regulation 3221 and N.J.A.C. 6A:10-2.4 shall be the minimum requirements for the evaluation of ~~procedures for~~ teachers.
2. Evaluation policies and procedures requiring the annual evaluation of all teachers shall be developed under the direction of the Superintendent, who may consult with the District Evaluation Advisory Committee or representatives from School Improvement Panels, and shall include, but not be limited to, a description of:
  - a. ~~Evaluation rubrics for all teachers;~~
  - ab. Roles and responsibilities for implementation of evaluation policies and procedures;**
  - bc. Job descriptions, evaluation rubrics for teachers, the process for calculating the summative ratings and each component, and evaluation criteria based upon school district goals, student achievement, instructional priorities, and the evaluation regulations set forth in this N.J.A.C. 6A:10 et seq.;**
  - cd. Methods of data collection and reporting appropriate to each job description, including, but not limited to, the processes for student attrition to teachers, Principals, Assistant Principals, and Vice Principals for calculating the median and school-wide student growth percentile observations for the purpose of evaluation and post-observation conference(s) by the teacher's supervisor, or his or her designee;**
  - d. Processes for observations for the purpose of evaluation and post-observation conference(s) by a supervisor;**
  - e. The process for preparation of individual professional development plans; and

- f. The process for preparation of an annual written performance report by the teacher's **designated** supervisor ~~or designee~~, and an annual summary conference between the teacher and his or her **designated** supervisor, ~~or the supervisor's designee~~.
3. The annual summary conference between the **designated** supervisors and the teachers shall be held before the written performance report is filed. The conference shall **occur on or before June 30 of each year and shall** include, but not be limited to, a review of the following:
  - a. The performance of the teacher based upon the job description and the scores or evidence compiled using the teacher's evaluation rubric, including, **when applicable**, the teacher's practice instrument;
  - b. The progress of the teacher toward meeting the **goals objectives** of the individual professional development plan or, ~~whenever~~ **when** applicable, the corrective action plan;
  - c. Available indicators or scores of student achievement or growth, **when applicable**, such as student growth objective scores and student growth percentile scores, ~~as applicable~~; and
  - d. The preliminary annual written performance report.
4. If any scores for the teacher's evaluation rubric are not available at the time of the annual summary conference due to pending assessment results, the annual summative evaluation rating shall be calculated once all component ratings are available.
5. The annual written performance report shall be prepared by the teacher's **designated supervisor** ~~Principal or designee~~, and shall include, but not be limited to:
  - a. A summative rating based on the evaluation rubric, including, **when applicable**, a total score for each component as described in N.J.A.C. 6A:10-4;

- b. Performance area(s) of strength and area(s) needing improvement based upon the job description, observations for the purpose of evaluation and, **when applicable**, the teacher practice instrument; **and**
  - c. An individual professional development plan developed by the **designated** supervisor and the teacher or, when applicable, a corrective action plan from the evaluation year being reviewed in the report.; ~~and~~
  - ~~d. A summary of student achievement scores or growth indicators.~~
6. The teacher and the **designated supervisor** ~~preparer of the annual written performance report~~ shall sign the report within five teacher working days of the review.
- ~~7. The annual summary conference and annual written performance report shall be completed prior to June 30.~~
- 78.** The Board of Education shall **include** ~~add~~ all written performance reports and supporting data, including, but not limited to, **written observation reports and additional components of the summative evaluation rating** ~~indicators of student progress and growth for a teacher~~ as part of **the teacher's his or her** personnel file, **or in an alternative, confidential location. If reports and data are stored in an alternative location, the personnel file shall clearly indicate the report's location and how it can be easily accessed.** The records shall be confidential and shall not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq.
- H. Corrective Action Plans for Teachers – N.J.A.C. 6A:10-2.5
- 1. For each teacher rated ineffective or partially effective on the annual summative evaluation rating, as measured by the evaluation rubrics, a corrective action plan shall be developed by the teacher and the Superintendent or the teacher's **designated** supervisor.



2. If the summative evaluation rating is calculated before the end of the school year, then the corrective action plan shall be developed and the teacher and his or her **designated** supervisor shall meet to discuss the corrective action plan prior to September 15 of the following school year. The conference to develop and discuss the corrective action plan may be combined with the teacher's annual summary conference that occurs at the end of the year of evaluation.
3. If the ineffective or partially effective summative evaluation rating is received after the start of the school year following the year of evaluation, then a corrective action plan must be developed, and the teacher and his or her **designated** supervisor shall meet to discuss the corrective action plan within fifteen teacher working days following the school district's receipt of the teacher's summative rating.
4. The content of the corrective action plan shall replace the content of the individual professional development plan required in N.J.A.C. ~~6A:9-15.4(c) and 15.7(c)~~ **6A:9C-3.4(c) and 3.7(c)** until the next annual summary conference.
5. The content of the corrective action plan shall:
  - a. Address areas in need of improvement identified in the teacher evaluation rubric;
  - b. Include specific, demonstrable goals for improvement;
  - c. Include responsibilities of the evaluated employee and the school district for the plan's implementation; and
  - d. Include timelines for meeting the goal(s).
6. The teacher's **designated** supervisor, ~~or his or her designee~~, and the teacher on a corrective action plan shall discuss the teacher's progress toward the goals outlined in the corrective action plan during each post-observation conference, when required by N.J.S.A. 18A:27-3.1 or N.J.A.C. 6A:10-4.4.

7. Progress toward the teacher's goals outlined in the corrective action plan, ~~and data and evidence collected by the supervisor and/or the teacher to determine progress between the time the corrective action plan began and the next annual summary conference,~~ shall be documented in the teacher's personnel file and reviewed at the annual summary conference or the mid-year evaluation, **when applicable. Both the teacher on a corrective action plan and his or her designated supervisor may collect data and evidence to demonstrate the teacher's progress toward his or her corrective action plan goals.**
8. Progress toward the teacher's goals outlined in the corrective action plan may be used as evidence in the teacher's next annual summative evaluation; however, such progress shall not guarantee an effective rating on the next summative evaluation.
9. Responsibilities of the evaluated teacher on a corrective action plan shall not be exclusionary of other plans for improvement determined to be necessary by the teacher's **designated** supervisor.
10. The School Improvement Panel shall ensure teachers with a corrective action plan receive a mid-year evaluation as required by N.J.S.A. 18A:6-120.c. If the corrective action plan was created on or prior to September 15 of the academic year, the mid-year evaluation shall occur before February 15; if the corrective action plan was created after September 15, the mid-year evaluation shall occur **midway between the development of the corrective action plan and** before the annual summary conference. The mid-year evaluation shall include, at a minimum, **a conference to discuss progress toward the teacher's goals outlined in the corrective action plan. The mid-year evaluation conference may be combined with a post-observation conference.**
  - a. ~~One observation in addition to the observations required in N.J.A.C. 6A:10-4.4 for the purpose of evaluation as defined in N.J.A.C. 6A:10-1.2 and described in N.J.A.C. 6A:10-4.4(a), the length of which shall be determined by the Superintendent or the Principal and shall be the same length for all teachers with a corrective action plan; and~~

~~b. One post-observation conference in addition to the observations required in N.J.A.C. 6A:10-4.4, as defined in N.J.A.C. 6A:10-1.2 and described in N.J.A.C. 6A:10-4.4(b), during which progress toward the teacher's goals outlined in the corrective action plan shall be reviewed.~~

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

~~12.1. Tenured teachers with a corrective action plan shall be observed by multiple observers for the purpose of evaluation as described in N.J.A.C. 6A:10-4.4(c)2.~~

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

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

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

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

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

- (1) The teacher member shall be a person with a demonstrated record of success in the classroom. ~~Beginning in academic year 2015-2016,~~ **A** demonstrated record of success in the classroom means the teacher member shall have been rated effective or highly effective in the most recent available annual summative rating.
  - (2) The majority representative, in accordance with a. above, may submit to the Principal, teacher member nominees for consideration.
  - (3) The Principal shall have final decision-making authority and is not bound by the majority representative's list of nominees.
- c. The teacher member shall serve a full academic year, except in case of illness or authorized leave, but may not be appointed more than three consecutive years.
  - d. All members of the School Improvement Panel shall be chosen by August 31 of each year.
2. School Improvement Panel Responsibilities – N.J.A.C. 6A:10-3.2
- a. The School Improvement Panel shall:
    - (1) Oversee the mentoring of teachers according to N.J.A.C. 6A:~~9B-8~~ and support the implementation of the school district mentoring plan;
    - (2) Conduct evaluations of teachers pursuant to N.J.A.C. 6A:10-2.4 and 4.4;
    - (3) Ensure corrective action plans for teachers are created in accordance to N.J.A.C. 6A:10-2.5(j); and conduct mid-year evaluations for teachers who are on a corrective action plan; and

(4) Identify professional development opportunities for all teachers based on the review of aggregate school-level data, including, but not limited to, ~~teacher educator~~ evaluation and student performance data to support school-level professional development plans described in N.J.A.C. ~~6A:9-15.5~~ **6A:9C-3.5**.

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

(1) Agreement of the majority representative;

(2) An appropriate supervisory certificate; and

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

c. The teacher member who participates in the evaluation process shall not serve concurrently as a mentor under N.J.A.C. ~~6A:9B-8.4~~.

J. Components of Teacher Evaluation Rubric – N.J.A.C. 6A:10-4.1

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

2. Evaluation rubrics for all teachers shall include the requirements described in N.J.S.A. 18A:6-123, including, but not limited to:

a. Measures of student achievement pursuant to N.J.A.C. 6A:10-4.2; and

b. Measures of teacher practice ~~pursuant to determined through a teacher practice instrument and other measures described in~~ N.J.A.C. 6A:10-4.3 and 4.4.

3. **To earn a summative rating, a teacher shall have a student achievement score, including median student growth percentile and/or student growth objectives(s) scores, and a teacher practice score pursuant to N.J.A.C. 6A:10-4.4.**
43. Each ~~measure~~ **score** shall be converted to a percentage weight so all **components** ~~measures~~ make up 100 percent of the evaluation rubric. By ~~April 15~~ **August 31** prior to the ~~academic school year~~ **in which** the evaluation rubric applies, the Department shall provide on its website the required percentage weight of each ~~measure~~ **component and the required summative rating scale**. All components shall be worth the following percentage weights or fall within the following ranges:
- a. If, according to N.J.A.C. 6A:10-4.2(b), a teacher receives a median student growth percentile, the student achievement component shall be at least ~~forty~~ **thirty** percent and no more than fifty percent of a teacher's evaluation rubric rating as determined by the Department.
  - b. If, according to N.J.A.C. 6A:10-4.2(b), a teacher does not receive a median student growth percentile, the student achievement component shall be at least fifteen percent and no more than fifty percent of a teacher's evaluation rubric rating as determined by the Department.
  - c. Measures of teacher practice described in N.J.A.C. 6A:10-4.3 and 4.4 shall be at least fifty percent and no more than eighty-five percent of a teacher's evaluation rubric rating as determined by the Department.
  - d. **Notwithstanding the provisions of a, b, and c above, if a teacher's appeal of his or her student growth objective is approved, according to N.J.A.C. 6A:10-4.2(f), the student growth objective score weight within the student achievement component and the teacher practice weight shall be adjusted by the Superintendent or the Commissioner, as applicable according to N.J.A.C. 6A:10-4.2(f).**
54. Standardized tests, used as a measure of student progress, shall not be the predominant factor in determining a teacher's annual summative rating.

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

1. Measures of student achievement shall be used to determine impact on student learning. The **student achievement** measures shall include the following components ~~pursuant to 2. below and, when required by the Department, as described in N.J.A.C. 6A:10-4.1(c):~~
  - a. **If the teacher meets the requirements of 2. below, the median student growth percentile of all students assigned to a teacher, which shall be calculated as set forth in 4. below; and**
  - ~~a. The median student growth percentile of all students assigned to a teacher, which shall be calculated as set forth in 3. below; and~~
  - b. Student growth objective(s), which shall be specific and measurable, based on available student learning data, aligned to the Core Curriculum Content Standards, and based on growth and/or achievement.
    - (1) For teachers who teach subjects or grades not covered by the Core Curriculum Content Standards, student growth objective(s) shall align to standards adopted or endorsed, as applicable, by the State Board.
2. The median student growth percentile shall be included in the annual summative rating of a teacher who:
  - a. Teaches at least one course or group within a course that falls within a standardized-tested grade or subject. The Department shall maintain on its website a course listing of all standardized-tested grades and subjects for which student growth percentile can be calculated pursuant to 4. below;
  - b. Teaches the course or group within the course for at least sixty percent of the time from the beginning of the course to the day of the standardized assessment; and

- c. Has at least twenty individual student growth percentile scores attributed to his or her name during the academic year of the evaluation. If a teacher does not have at least twenty individual student growth percentile scores in a given academic year, **the student growth percentile scores attributed to a teacher during the two academic years prior to the evaluation year may be used in addition to the student growth percentile scores attributed to the teacher during the academic year of the evaluation. Only student growth percentile scores from academic year 2013-2014 or any year after shall be used to determine median student growth percentiles** ~~a maximum of three years of student growth percentiles may be used, including the academic year of the latest summative evaluation rating.~~
3. The Department shall **periodically collect data for all teachers that include, but are not limited to, student achievement and teacher practice scores** ~~calculate the median student growth percentile for teachers using students assigned to the teacher by the school district.~~
4. The Department shall **calculate the median student growth percentile for teachers using students assigned to the teacher by the school district** ~~periodically collect data that include, but are not limited to, component level scores.~~ For teachers who have a student growth percentile score:
  - a. The Board of Education shall submit to the Department final ratings for all components, other than the student growth percentile, for the annual summative rating; and
  - b. The Department **then** shall ~~then~~ report to the employing district Board of Education the annual summative rating, including the median student growth percentile for each teacher who receives a median student growth percentile.
5. Student growth objectives for teachers shall be developed and measured according to the following procedures:



- a. The Superintendent shall determine the number of required student growth objectives for teachers, including teachers with a student growth percentile. A teacher with a student growth percentile shall have at least one and not more than four student growth objectives. A teacher without a student growth percentile shall have at least two and a maximum of four student growth objectives. By ~~April 15~~ **August 31** prior to the ~~academic school~~ year the evaluation rubric applies, the Department shall provide on its website the minimum and maximum number of required student growth objectives within this range.
- b. A teacher with a student growth percentile shall not use the standardized assessment used in determining the student growth percentile to measure progress toward a student growth objective.
- c. ~~Each~~ **All** teachers shall develop, in consultation with **his or her supervisor or a Principal's designee** ~~their Principal or a teaching staff member appointed by the Principal~~, each student growth objective. If the teacher does not agree with the student growth objectives, the Principal shall make the final determination.
- d. Student growth objectives and the criteria for assessing teacher performance based on the objectives shall be determined, **recorded, and retained by the teacher and his or her supervisor by October 31 of each academic year, or within twenty work days of the teacher's start date if the teacher begins work after October 1** ~~and recorded in the teacher's personnel file by November 15, 2013, and by October 15 of subsequent school years.~~
- e. Adjustments to student growth objectives may be made by the teacher **in consultation with** ~~or~~ his or her supervisor only when approved by the Superintendent or designee. **Adjustments** ~~and~~ shall be recorded in the teacher's personnel file on or before February 15.

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

f. The teacher's **designated** supervisor ~~and/or a member of the School Improvement Panel~~ shall calculate each teacher's student growth objective score. The teacher's student growth objective score, if available, shall be discussed at the teacher's annual summary conference **and recorded in the teacher's personnel file.**

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

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

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

1. For the purpose of teacher evaluation, observers shall conduct the observations pursuant to N.J.S.A. 18A:6-123.b.(8) and N.J.A.C. 6A:10-2.5 and 3.2, and they shall be trained pursuant to N.J.A.C. 6A:10-2.2(b).

2. Observation conferences shall include the following procedures:

a. A supervisor who is present at the observation shall conduct a post-observation conference with the teacher being observed. A post-observation conference shall occur no more than fifteen **teacher teaching staff member** working days following each observation. ~~A pre-conference shall be required pursuant to 3. below.~~

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

- c. If agreed to by the teacher, post-observation conferences for short observations of tenured teachers who are not on a corrective action plan may be conducted via written communication, including electronic communications.
  - d. A pre-conference, when required, shall occur **at least one but not more than within seven teacher teaching staff member** working days prior to the observation, ~~not including the day of the observation.~~
3. Each teacher shall be observed as described in N.J.A.C. 6A:10-4.4, at least three times during each school year, but not less than once during each semester. For all teachers, at least one of the required observations shall be announced and preceded by a pre-conference, and at least one of the required observations shall be unannounced. The Superintendent shall decide whether the third required observation is announced or unannounced. The following additional requirements shall apply:
  - a. Nontenured teachers shall receive a minimum of three observations within the timeframe set forth in N.J.S.A. 18A:27-3.1, and observations for all other teachers shall occur prior to the annual summary conference, which shall occur prior to the end of the academic school year.
  - b. Teachers on a corrective action plan shall receive observations within the timeline set forth in N.J.A.C. 6A:10-2.5.
  - c. Nontenured teachers shall be observed during the course of the year by more than one appropriately certified supervisor, either simultaneously or separately, by multiple observers, with the following provisions:
    - (1) A co-observation shall fulfill the requirement in this section for multiple observers.
    - (2) One co-observation shall count as one observation required in 4. below.

- d. One post-observation conference may be combined with a teacher's annual summary conference as long as it occurs within the required fifteen **teacher teaching-staff-member** working days following the observation for the purpose of evaluation.
  - e. A written **or electronic** evaluation report shall be signed by the supervisor who conducted the observation and post-observation and the teacher who was observed.
  - f. The teacher shall submit his or her written objection(s) of the evaluation within ten teacher working days following the conference. The objection(s) shall be attached to each party's copy of the annual written performance report.
4. Each observation required for the purpose of evaluations shall be conducted for the minimum duration based on the following groups:
- a. A nontenured teacher who is in his or her first or second year of teaching in the school district shall receive at least two long observations and one short observation.
  - b. A nontenured teacher who is in his or her third or fourth year of teaching in the school district shall receive at least one long observation and two short observations.
  - c. A tenured teacher shall receive at least three short observations.
5. **To earn a teacher practice score, a teacher shall receive at least three observations.**
- a. **If a teacher is present for less than forty percent of the total student school days in an academic year, he or she shall receive at least two observations to earn a teacher practice score.**

N. Teacher Practice Instrument – N.J.A.C. 6A:10-~~7.2~~ 6-2

1. The teacher practice instrument approved by the Department shall meet the following criteria:
  - a. Include domains of professional practice that align to the New Jersey Professional Standards for Teachers pursuant to N.J.A.C. 6A:9-3;
  - b. Include scoring guides for assessing teacher practice that differentiate among a minimum of four levels of performance, and the differentiation has been shown in practice and/or research studies. Each scoring guide shall:
    - (1) Clearly define the expectations for each rating category;
    - (2) Provide a conversion to the four rating categories: ineffective, partially effective, effective, and highly effective;
    - (3) Be applicable to all grades and subjects; or to specific grades and/or subjects if designed explicitly for the grades and/or subjects; and
    - (4) Use clear and precise language that facilitates common understanding among teachers and administrators.
  - c. Rely, to the extent possible, on specific, discrete, observable, and/or measurable behaviors of students and teachers in the classroom with direct evidence of student engagement and learning; and
  - d. Include descriptions of specific training and implementation details required for the instrument to be effective.
2. For Commissioner-approval of a teacher practice instrument in 2015 or any year thereafter, the instrument shall include a process to assess competency on the evaluation instrument which the school district may choose to use as a measure of competency.

Adopted:

TEACHING STAFF MEMBERS

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Evaluation of Teaching Staff Members, Excluding  
Teachers and Administrators

Oct 15

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[See POLICY ALERT Nos. 181, 201 and 207]

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

A. Definitions – N.J.A.C. 6A:10-1.2

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

~~“Announced observation” means the person conducting an evaluation for the purpose of evaluation will notify the teaching staff member of the date and the time period the observation will be conducted.~~

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

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

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

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

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

“Department” means the New Jersey Department of Education.

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

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

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

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

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

“Indicators of student progress and growth” means the results of assessment(s) of students

as defined in N.J.A.C. 6A:8, Standards and Assessment.

~~“Individual professional development plan” is means a written statement of goals developed by a teaching staff member serving in a supervisory capacity in collaboration with a teaching staff member, that: aligns with professional standards for teachers set forth in N.J.A.C. 6A:9-3.3 and the New Jersey Professional Development Standards; derives from the annual evaluation process; identifies professional goals that address specific individual, district or school needs, or both; and grounds professional development activities in objectives related to improving teaching, learning, and student achievement. The individual professional development plan shall include timelines for implementation, responsibilities of the employee and the school district for implementing the plan, and specific support and periodic feedback that the district shall provide as defined in N.J.S.A. 18A:6-119.~~

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

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

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

TEACHING STAFF MEMBERS  
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Evaluation of Teaching Staff Members, Excluding  
Teachers and Administrators

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

“Scoring guide” means a set of rules or criteria used to evaluate a performance, product, or project. The purpose of a scoring guide is to provide a transparent and reliable evaluation



process. Educator practice instruments include a scoring guide that an evaluator uses to structure his or her assessments and ratings of professional practice.

**“Semester” means half of the school year.**

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

“Student growth objective” ~~means~~ is an academic goal that teaching staff members and evaluators ~~may~~ set for groups of students.

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

“Supervisor” means an appropriately certified teaching staff member, as defined in N.J.S.A. 18A:1-1, **or Superintendent** employed in the school district in a supervisory role and capacity, and possessing a school administrator, Principal, or supervisor endorsement as defined in N.J.A.C. ~~6A:9B-11~~ ~~6A:9-1.1~~.

~~“Teaching staff member” means a member of the professional staff of any district or regional Board of Education, or any county vocational school district Board of Education, holding office, position, or employment of such character that the qualifications for such office, position, or employment require him or her to hold a valid, effective, and appropriate standard, provisional, or emergency certificate issued by the State Board of Examiners. Teaching staff members include the positions of school nurse and school athletic trainer. There are three different types of certificates that teaching staff members work under:~~

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- ~~1. An instructional certificate (holders of this certificate are referred to in N.J.A.C. 6A:10-1.1 et seq. as “teachers”);~~
- ~~2. Administrative certificate; and~~
- ~~3. Educational services certificate.~~

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

including, but not limited to, Directors and/or Supervisors.

~~“Unannounced observation” means the person conducting an observation for the purpose of evaluation will not notify the teaching staff member of the date or time the observation will be conducted.~~

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

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

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

All information contained in written performance reports and all information collected, compiled, and/or maintained by employees of the Board of Education for the purposes of conducting the educator evaluation process pursuant to N.J.A.C. 6A:10-1.1 et seq. shall be confidential. Such information shall not be subject to public inspection or copying pursuant

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to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. Nothing contained in N.J.A.C. 6A:10-1.1 et seq. shall be construed to prohibit the Department **or a school district** from, at its discretion, collecting evaluation data pursuant to N.J.S.A. 18A:6-123.e or distributing aggregate statistics regarding evaluation data.

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

1. The Board of Education annually shall adopt evaluation rubrics for all teaching staff members. The evaluation rubrics shall have four defined annual ratings: ineffective, partially effective, effective, and highly effective.
2. Evaluation rubrics shall be submitted to the Commissioner by June 1 for approval by August 1 of each year.

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

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

a. Establish a District Evaluation Advisory Committee to oversee and guide the planning and implementation of the Board of Education's evaluation policies and procedures as set forth in N.J.A.C. 6A:10-2 ~~1-1~~ et seq.;

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

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

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

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

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

g. Ensure **the Superintendent or designee certifies to the Department that each Principal in the district certifies** any observer who conducts an observation of a teaching staff member for the purpose of evaluation as

described in ~~N.J.A.C. 6A:10-2.4(h)~~; N.J.A.C. 6A:10-4.4; and N.J.A.C. 6A:10-5.4, **and 6A:10-6.2**, shall meet the statutory observation requirements of N.J.S.A. 18A:6-119; 18A:6-123.b(8); and N.J.S.A. 18A:27-3.1 and the teacher member of the School Improvement Panel requirements of N.J.A.C. 6A:10-3.2.

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

a. Annually provide training on and descriptions of each component of the evaluation rubric for all teaching staff members who are being evaluated in the school district and

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provide more thorough training for any teaching staff member who is being evaluated for the first time. Training shall include detailed descriptions of all evaluation rubric components including, when applicable, detailed descriptions of student achievement measures and all aspects of the educator practice instruments;

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

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

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

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

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

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

1. The provisions outlined in Policy and Regulation 3222 and N.J.A.C. 6A:10-2.4 shall be the minimum requirements for the evaluation ~~procedures for~~ of teaching staff members.
2. Evaluation policies and procedures requiring the annual evaluation of all teaching staff members shall be developed under the direction of the Superintendent, who may consult with the District Evaluation Advisory Committee or representatives from School Improvement Panels, and shall include, but not be limited to, a description of:
  - ~~a. Evaluation rubrics for all teaching staff members;~~
  - ab.** Roles and responsibilities for implementation of evaluation policies and procedures;
  - be.** Job descriptions, **evaluation rubrics for all teaching staff members, the process for calculating the summative ratings and each component**, and ~~applicable evaluation criteria based upon school district goals, student achievement, instructional priorities, and~~ the evaluation regulations set forth in N.J.A.C. 6A:10 et seq.;

- cd. Methods of data collection and reporting appropriate to each job description, including, but not limited to, the processes for **student attrition to teachers, Principals, Assistant Principals, and Vice Principals for calculating the median and school-wide student growth percentile observations for the purpose of evaluation and post-observation conference(s) by the teaching staff member's supervisor, or his or her designee;**

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- d. **Processes for observations for the purpose of evaluation and post-observation conference(s) by a supervisor;**
  - e. The process for preparation of individual professional development plans; and
  - f. The process for preparation of an annual written performance report by the teaching staff member's **designated** supervisor ~~or designee~~, and an annual summary conference between the teaching staff member and his or her **designated** supervisor, ~~or the supervisor's designee~~.
3. The annual summary conference between the **designated** supervisor and the teaching staff member shall be held before the written performance report is filed. The conference shall **occur on or before June 30 of each school year and shall include**, but not be limited to, a review of the following:
- a. The performance of the teaching staff member based upon the job description and, when applicable, the scores or evidence compiled using the teaching staff member's evaluation rubric, **including, whenever applicable, which may include the teaching staff member's educator practice instrument;**
  - b. The progress of the teaching staff member toward meeting the **goals objectives** of the individual professional development plan or, when applicable, the corrective action plan;
  - c. Available indicators or scores of student achievement or growth, when applicable, such as student growth objective scores and student growth percentile scores; and

- d. The preliminary annual written performance report.
4. If any scores for the teaching staff member's evaluation rubric are not available at the time of the annual summary conference due to pending assessment results, the annual summative evaluation rating shall be calculated once all component ratings are available.

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5. The annual written performance report shall be prepared by the teaching staff member's **designated** supervisor and shall include, but not be limited to:
  - a. A summative rating based on the evaluation rubric;
  - b. Performance area(s) of strength and area(s) needing improvement based upon the job description, observations for the purpose of evaluation and, when applicable, the **teaching staff member educator** practice instrument; **and**
  - c. An individual professional development plan developed by the **designated** supervisor and the teaching staff member or, when applicable, a corrective action plan from the evaluation year being reviewed in the report; ~~and~~
  - d. ~~A summary of student achievement or growth indicators, when applicable.~~
6. The teaching staff member and the **designated supervisor** preparer of the annual written performance report shall sign the report within five teaching staff member working days of the review.
7. ~~The annual summary conference and annual written performance report shall be completed prior to June 30.~~
78. The Board of Education shall **include** ~~add~~ all written performance reports and supporting data, including, but not limited to, **written observation reports and additional components of the summative evaluation rating** ~~indicators of student progress and growth for a teaching staff member, if applicable~~ as part of **the teaching staff member's** ~~his or her~~ personnel file **or in an alternative, confidential location. If reports and data are stored in an alternative location, the personnel file shall clearly indicate the report's location and how it can be easily accessed.** The records shall be confidential and shall not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

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

1. For each teaching staff member rated ineffective or partially effective on the annual summative evaluation, as measured by the evaluation rubrics, a corrective action plan shall be developed by the teaching staff member and the Superintendent or the teaching staff member's **designated** supervisor.
2. If the summative evaluation rating is calculated before the end of the school year, then the corrective action plan shall be developed and the teaching staff member and his or her **designated** supervisor shall meet to discuss the corrective action plan prior to September 15 of the following school year. The conference to develop and discuss the corrective action plan may be combined with the teaching staff member's annual summary conference that occurs at the end of the year of evaluation.
3. If the ineffective or partially effective summative evaluation rating is received after the start of the school year following the year of evaluation, then a corrective action plan must be developed, and the teaching staff member and his or her **designated** supervisor shall meet to discuss the corrective action plan within fifteen teaching staff member working days following the school district's receipt of the teaching staff member's summative rating.
4. The content of the corrective action plan shall replace the content of the individual professional development plan required in N.J.A.C. ~~6A:9-15.4(c) and 15.7(c)~~ **6A:9C-3.4(c) and 3.7(c)** until the next annual summary conference.
5. The content of the corrective action plan shall:
  - a. Address areas in need of improvement identified in the teaching staff member evaluation rubric;
  - b. Include specific, demonstrable goals for improvement;
  - c. Include responsibilities of the evaluated employee and the school district for the plan's implementation; and
  - d. Include timelines for meeting the goal(s).



6. The teaching staff member's **designated** supervisor, ~~or his or her designee~~, and the teaching staff member on a corrective action plan shall discuss the teaching staff member's progress toward the goals outlined in the corrective action plan during each post-observation conference.
7. Progress toward the teaching staff member's goals outlined in the corrective action plan, ~~and data and evidence collected by the supervisor and/or the teaching staff member to determine progress between the time the corrective action plan began and the next annual summary conference~~, shall be documented in the teaching staff member's personnel file and reviewed at the annual summary conference **or the mid-year evaluation, when applicable. Both the teaching staff member on a corrective action plan and his or her designated supervisor may collect data and evidence to demonstrate the teaching staff member's progress toward his or her corrective action plan goals.**
8. Progress toward the teaching staff member's goals outlined in the corrective action plan may be used as evidence in the teaching staff member's next annual summative evaluation; however, such progress shall not guarantee an effective rating on the next summative evaluation.
9. Responsibilities of the evaluated teaching staff member on a corrective action plan shall not be exclusionary of other plans for improvement determined to be necessary by the teaching staff member's **designated** supervisor.
- 10. The corrective action plan shall remain in effect until the teaching staff member receives his or her next summative evaluation rating.**

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

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

2. Each nontenured teaching staff member shall be observed and evaluated in the performance of his or her duties at least three times during each school year, but not less than once during each semester.
3. Each tenured teaching staff member shall be observed and evaluated in the performance of his or her duties at least once each school year. The Superintendent shall determine the duration of observations.
4. Observations include, but are not limited to, observations of meetings, student instruction, parent conferences, and a case-study analysis of a significant student issue.
5. Each observation shall be followed within fifteen teaching staff member working days by a conference between the **Superintendent or designated supervisor administrator or supervisor staff member** who made the observation and written or **electronic** evaluation, and the teaching staff member. **Both parties to such a conference shall sign the written evaluation report and each shall retain a copy for his or her records. The purpose of this procedure is to recommend as to reemployment, identify any deficiencies, extend assistance for correction, and improve professional competence.**
6. **The teaching staff member may submit his or her written objection(s) of the evaluation within ten teaching staff member working days following the conference. The objection(s) shall be attached to each party's copy of the annual written performance report.**
76. ~~The required observations for the purposes of the annual and evaluations for nontenured teaching staff members shall take place before April 30 each year. These observations and evaluations may cover that period between April 30 of one year and April 30 of the succeeding year excepting in the case of the first year of employment where the three observations and evaluations must have been completed prior to April 30.~~

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87. The number of required observations and ~~the annual~~ evaluations for nontenured teaching staff members may be reduced proportionately when an individual teaching staff member's term of service is less than one academic year.
8. ~~Evaluations for nontenured teaching staff members shall be completed prior to May~~

15.

9. Evaluations for tenured teaching staff shall be completed prior to June 30.
- ~~10. Each evaluation of nontenured and tenured teaching staff members shall be followed by a conference between that teaching staff member and the administrative or supervisory staff member who has made the observation and written evaluation. Both parties to such a conference shall sign the written evaluation report and each shall retain a copy for his or her records. The purpose of this procedure is to recommend as to reemployment, identify any deficiencies, extend assistance for correction, and improve professional competence.~~
- ~~11. The teaching staff member may submit his or her written objection(s) of the evaluation within ten teaching staff member working days following the conference. The objection(s) shall be attached to each party's copy of the annual written performance report.~~

Adopted:

Proposed Rockaway Borough REGULATION\*

File Code: R3223 TEACHING STAFF MEMBERS

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Evaluation of Administrators, Excluding

Principals, Vice Principals, and

Assistant Principals

Oct 15

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[See POLICY ALERT Nos. 201 and 207]

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

## ASSISTANT PRINCIPALS

### A. Definitions – N.J.A.C. 6A:10-1.2

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

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

~~“Announced observation” means the person conducting an evaluation for the purpose of evaluation will notify the administrator of the date and the time period the observation will be conducted.~~

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

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

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

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Principals, Vice Principals, and  
Assistant Principals

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

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

support that the district shall provide.

“Department” means the New Jersey Department of Education.

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

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

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

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

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

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

~~“Individual professional development plan” is means a written statement of goals developed by a teaching staff member serving in a supervisory capacity in collaboration with~~

~~a teaching staff member, that: aligns with professional standards for teachers set forth in N.J.A.C. 6A:9-3.3 and the New Jersey Professional Development Standards; derives from the annual evaluation process; identifies professional goals that address specific individual, district or school needs, or both; and grounds professional development activities in objectives related to improving teaching, learning, and student achievement. The individual professional development plan shall include timelines for implementation, responsibilities of the employee and the school district for implementing the plan, and specific support and periodic feedback that the district shall provide as defined in N.J.S.A. 18A:6-119.~~

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

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

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

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

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

**“Semester” means half of the school year.**

“Signed” means the name of one physically written by oneself or an electronic code, sound,

symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

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

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

~~“Superintendent or designee” means the Superintendent or the authorized and appropriately certified staff member as defined in 18A:1-1, employed in the school district in a supervisory role and capacity to evaluate the administrator.~~

“Supervisor” means an appropriately certified staff member, as defined in N.J.S.A. 18A:1-1, **or Superintendent** employed in the school district in a supervisory role and capacity, and possessing a school administrator, Principal, or supervisor endorsement, as defined in N.J.A.C. ~~6A:9B-11 6A:9-1.1~~, designated by the Superintendent of Schools to evaluate the administrator.

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Evaluation of Administrators, Excluding  
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Assistant Principals

~~“Teaching staff member” means a member of the professional staff of any district or regional Board of Education, or any county vocational school district Board of Education, holding office, position, or employment of such character that the qualifications for such office, position, or employment require him or her to hold a valid, effective, and appropriate standard, provisional, or emergency certificate issued by the State Board of Examiners. Teaching staff members include the positions of school nurse and school athletic trainer. There are three different types of certificates that teaching staff members work under:~~

- ~~1. An instructional certificate (holders of this certificate are referred to in N.J.A.C. 6A:10-1.1 et seq. as “teachers”);~~
- ~~2. Administrative certificate; and~~
- ~~3. Educational services certificate.~~

~~“Unannounced observation” means the person conducting an observation for the purpose of evaluation will not notify the administrator of the date or time the observation will be conducted.~~

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

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

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

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

1. The Board of Education shall annually adopt evaluation rubrics for all administrators. The evaluation rubrics shall have four defined annual ratings: ineffective, partially effective, effective, and highly effective.
2. Evaluation rubrics shall be submitted to the Commissioner by June 1 for approval by August 1 of each year.

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

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



- a. Establish a District Evaluation Advisory Committee to oversee and guide the planning and implementation of the Board of Education's evaluation policies and procedures as set forth in N.J.A.C. 6A:10-1.1 et seq.;
- b. Annually adopt policies and procedures developed by the Superintendent pursuant to N.J.A.C. 6A:10-2.4, including the evaluation rubrics approved by the Commissioner pursuant to N.J.A.C. 6A:10-2.1(c);

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- c. Ensure the Superintendent annually notifies all administrators of the adopted evaluation policies and procedures no later than October 1. If an administrator is hired after October 1, the Board/Superintendent shall notify the administrator of the policies and procedures at the beginning of his or her employment. All administrators shall be notified of amendments to the policy and procedures within ten administrator working days of adoption.;
- d. Annually adopt by June 1, any Commissioner-approved educator practice instruments and, as part of the process described at N.J.A.C. 6A:10-2.1(c), notify the Department which instruments will be used as part of the school district's evaluation rubrics.;
- e. Ensure the Principal of each school within the school district has established a School Improvement Panel pursuant to N.J.A.C. 6A:10-3.1. The panel shall be established annually by August 31 and shall carry out the duties and functions described in N.J.A.C. 6A:10-3.2.;
- f. Ensure data elements are collected ~~from the implementation of the educator practice instrument~~ and stored ~~the data~~ in an accessible and usable format. Data elements shall include, but not be limited to, scores or evidence from observations for the purpose of evaluation **and student growth objective data;** and
- g. Ensure **the Superintendent or designee certifies to the Department that** ~~each Principal in the district or the Superintendent certifies~~ any observer who conducts an observation of an administrator for the purpose of evaluation as described in ~~N.J.A.C. 6A:10-2.4(h);~~ N.J.A.C. 6A:10-4.4; and

N.J.A.C. 6A:10-5.4; and N.J.A.C. 6A:10-6.2 shall meet the statutory observation requirements of N.J.S.A. 18A:6-119; 18A:6-123.b(8); and N.J.S.A. 18A:27-3.1 and the teacher member of the School Improvement Panel requirements of N.J.A.C. 6A:10-3.2.

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2. The Board of Education shall ensure the following training procedures are followed when implementing the evaluation rubric for all administrators and, when applicable, applying the Commissioner-approved educator practice instruments:
  - a. Annually provide training on and descriptions of each component of the evaluation rubric for all administrators who are being evaluated in the school district and provide more thorough training for any administrator who is being evaluated for the first time. Training shall include detailed descriptions of all evaluation rubric components including, when applicable, detailed descriptions of student achievement measures and all aspects of the educator practice instruments;
  - b. **Provide training on the educator practice instruments for any supervisor who will conduct observations for the purpose of evaluation of administrators. Training shall be provided before the observer conducts his or her first observation for the purpose of evaluation;**
  - c. **Annually provide updates and refresher training on the educator practice instruments for any supervisor who will observe educator practice for the purpose of increasing accuracy and consistency among observers; and**
  - db. The Superintendent **shall annually** ~~may be required to annually~~ certify to the Department that all supervisors of administrators in the school district who are utilizing educator practice instruments have completed training on the instrument and its application and have demonstrated competency in applying the educator practice instruments.

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

1. Members of the District Evaluation Advisory Committee shall include representation from the following groups: teachers from each school level represented in the school district; central office administrators overseeing the teacher evaluation process; supervisors involved in teacher evaluation, when available or appropriate; and administrators conducting evaluations, including a minimum of one administrator conducting evaluations who participates on a School Improvement Panel. Members also shall include the Superintendent, a special education administrator, a parent, and a member of the Board of Education.
2. The Superintendent may extend membership on the District Evaluation Advisory Committee to representatives of other groups **and to individuals**.
3. Beginning in 2017-2018, the District Evaluation Advisory Committees shall no longer be required and the Board of Education shall have the discretion to continue the District's Evaluation Advisory Committee.

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

1. The provisions outlined in Policy and Regulation 3223 and N.J.A.C. 6A:10-2.4 shall be the minimum requirements for the evaluation ~~procedures for~~ of administrators.
2. Evaluation policies and procedures requiring the annual evaluation of all administrators shall be developed under the direction of the Superintendent, who may consult with the District Evaluation Advisory Committee or representatives from School Improvement Panels, and shall include, but not be limited to, a description of:
  - ~~a.~~ Evaluation rubrics for all administrators;
  - ab.** Roles and responsibilities for implementation of evaluation policies and procedures;

- be. Job descriptions, **evaluation rubrics for administrators, the process for calculating the summative ratings and each component** and applicable evaluation criteria based upon school district goals, student achievement, instructional priorities, and the evaluation regulations set forth in N.J.A.C. 6A:10 et seq.;
  - cd. Methods of data collection and reporting appropriate to each job description, including, but not limited to, the processes for **student attrition to teachers, Principals, Vice Principals, and Assistant Principals for calculating the median and school-wide student growth percentile observations** for the purpose of evaluation and post-observation conference(s) by the Superintendent or designee;
  - d. **Processes for observations for the purpose of evaluation and post-observation conference(s) by a supervisor;**
  - e. The process for preparation of individual professional development plans; and
  - f. The process for preparation of an annual written performance report by the Superintendent or **designated supervisor** designee, and an annual summary conference between the administrator and the Superintendent or **designated supervisor** designee.
3. The annual summary conference between the Superintendent or **designated supervisor** designee and the administrator shall be held before the written performance report is filed. The conference shall **occur on or before June 30 of each year and shall** include, but not be limited to, a review of the following:
- a. The performance of the administrator based upon the job description and, ~~when applicable,~~ the scores or evidence compiled using the administrator's evaluation rubric, **including, whenever applicable, which may include** the educator's practice instrument;

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

- c. Available indicators or scores of student achievement or growth, when applicable, such as student growth objective scores and student growth percentile scores; and
  - d. The preliminary annual written performance report.
4. If any scores for the administrator’s evaluation rubric are not available at the time of the annual summary conference due to pending assessment results, the annual summative evaluation rating shall be calculated once all component ratings are available.
5. The annual written performance report for the administrator shall be prepared by the Superintendent or **designated supervisor** ~~designee~~ and shall include, but not be limited to:
- a. A summative rating based on the evaluation rubric;
  - b. Performance area(s) of strength and area(s) needing improvement based upon the job description, observations for the purpose of evaluation and, when applicable, the educator practice instrument; **and**
  - c. An individual professional development plan developed by the Superintendent or **designated supervisor** ~~designee~~ and the administrator or, when applicable, a corrective action plan from the evaluation year being reviewed in the report.; ~~and~~
  - d. ~~A summary of student achievement or growth indicators, when applicable.~~
6. The administrator and the **Superintendent or designated supervisor** ~~preparer of the annual written performance report~~ shall sign the report within five administrator working days of the review.

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- ~~7. The annual summary conference and annual written performance report shall be completed prior to June 30.~~
78. The Board of Education shall **include** ~~add~~ all written performance reports and supporting data, including, but not limited to, **written observation reports and**

**additional components of the summative evaluation rating** ~~indicators of student progress and growth for an administrator, if applicable as part of his or her personnel file, or in an alternative, confidential location. If reports and data are stored in an alternative, confidential location, the personnel file shall clearly indicate the report's location and how it can easily be accessed.~~ The records shall be confidential and shall not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

H. Corrective Action Plans for Administrators – N.J.A.C. 6A:10-2.5

1. For each administrator rated ineffective or partially effective on the annual summative evaluation, as measured by the evaluation rubrics, a corrective action plan shall be developed by administrator and the Superintendent or **the designated supervisor** ~~designee~~.
2. If the summative evaluation rating is calculated before the end of the school year, then the corrective action plan shall be developed and the administrator and the Superintendent or **designated supervisor** ~~designee~~ shall meet to discuss the corrective action plan prior to September 15 of the following school year. The conference to develop and discuss the corrective action plan may be combined with the administrator's annual summary conference that occurs at the end of the year of evaluation.
3. If the ineffective or partially effective summative evaluation rating is received after the start of the school year following the year of evaluation, then a corrective action plan must be developed, and the administrator and the Superintendent or **designated supervisor** ~~designee~~ shall meet to discuss the corrective action plan within fifteen administrator working days following the school district's receipt of the administrator's summative rating.

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4. The content of the corrective action plan shall replace the content of the individual professional development plan required in N.J.A.C. ~~6A:9-15.4(c) and 15.7(c)~~ **6A:9C-3.4(c) and 3.7(c)** until the next annual summary conference.
5. The content of the corrective action plan shall:
  - a. Address areas in need of improvement identified in the administrator evaluation rubric;

- b. Include specific, demonstrable goals for improvement;
  - c. Include responsibilities of the evaluated employee and the school district for the plan's implementation; and
  - d. Include timelines for meeting the goal(s).
6. The Superintendent or **designated supervisor** ~~designee~~, and the administrator on a corrective action plan shall discuss the administrator's progress toward the goals outlined in the corrective action plan during each post-observation conference.
7. ~~Progress toward the administrator's goals outlined in the corrective action plan, and data and evidence collected by the Superintendent or designee and/or the administrator to determine progress between the time the corrective action plan began and the next annual summary conference, shall be documented in the administrator's personnel file and reviewed at the annual summary conference or~~ **the mid-year evaluation, when applicable. Both the administrator on a corrective action plan and the Superintendent or designated supervisor may collect data and evidence to demonstrate the administrator's progress toward his or her corrective action plan goals.**
8. Progress toward the administrator's goals outlined in the corrective action plan may be used as evidence in the administrator's next annual summative evaluation; however, such progress shall not guarantee an effective rating on the next summative evaluation.

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9. Responsibilities of the evaluated administrator on a corrective action plan shall not be exclusionary of other plans for improvement determined to be necessary by the Superintendent or **designated supervisor** ~~designee~~.
10. **The corrective action plan shall remain in effect until the administrator receives his or her next summative evaluation rating.**

1. The Superintendent shall determine the duration of observations required **pursuant to N.J.S.A. 18A:27-3.1** for nontenured administrators ~~pursuant to N.J.S.A. 18A:27-3.1.~~
2. Each nontenured administrator shall be observed and evaluated in the performance of his or her duties at least three times during each school year but not less than once during each semester.
3. Each tenured administrator shall be observed and evaluated in the performance of his or her duties at least once each school year. The Superintendent shall determine the duration of the observation.
4. Observations include, but are not limited to: observations of meetings, student instruction, parent conferences, and a case-study analysis of a significant student issue.
5. Each observation shall be followed within fifteen administrator working days by a conference between **the Superintendent or designated supervisor** ~~Superintendent or designee~~ who made the observation and written **or electronic** evaluation and the administrator. **Both parties to such a conference shall sign the written or electronic evaluation report and each shall retain a copy for his or her records. The purpose of this procedure is to recommend as to reemployment, identify any deficiencies, extend assistance for correction, and improve professional competence.**

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6. **The administrator may submit his or her written objection(s) of the evaluation within ten administrator working days following the conference. The objection(s) shall be attached to each party's copy of the annual written performance report.**
76. The required observations ~~for the purposes of the annual~~ **and** evaluations for nontenured administrators shall take place before April 30 each year. These observations **and evaluations** may cover that period between April 30 of one year and April 30 of the succeeding year ~~excepting~~ in the case of the first year of employment where the three evaluations **and observations** must have been completed prior to April 30.
87. The number of required observations and ~~the annual~~ evaluations for nontenured administrators may be reduced proportionately when an individual administrator's



term of service is less than one academic year.

8. ~~Evaluations for nontenured administrators shall be completed prior to May 15.~~
9. Evaluations for tenured administrators shall be completed prior to June 30.
10. ~~Each evaluation of nontenured and tenured administrator shall be followed by a conference between that administrator and the Superintendent or designee who has made the observation and written evaluation. Both parties to such a conference shall sign the written evaluation report and each shall retain a copy for his or her records. The purpose of this procedure is to recommend as to reemployment, identify any deficiencies, extend assistance for correction and improve professional competence.~~
11. ~~The administrator may submit his or her written objection(s) of the evaluation within ten administrator working days following the conference. The objection(s) shall be attached to each party's copy of the annual written performance report.~~

Adopted:

**PROPOSED ROCKAWAY BOROUGH REGULATION\***

**FILE CODE: R3224**

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Evaluation of Principals, Vice Principals,  
and Assistant Principals  
Oct 15  
**M**

**[See POLICY ALERT Nos. 201 and 207]**

**R 3224 EVALUATION OF PRINCIPALS, VICE PRINCIPALS, AND  
ASSISTANT PRINCIPALS**

A. Definitions – N.J.A.C. 6A:10-1.2

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

~~“Announced observation” means the person conducting an evaluation for the purpose of evaluation will notify the Principal, Vice Principal, or Assistant Principal of the date and the time period the observation will be conducted.~~

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

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

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

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

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

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

“Department” means the New Jersey Department of Education.

“**Designated supervisor**” means the supervisor designated by the Superintendent of Schools as the Principal’s, Vice Principal’s, or Assistant Principal’s supervisor.

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

“Educator practice instrument” means an assessment tool that provides: scales or dimensions that capture competencies of professional performance; and differentiation of a

range of professional performance as described by the scales, which must be shown in practice and/or research studies. ~~The scores from the principal practice instrument are components of the evaluation rubrics and the scores are included in the summative evaluation rating for the individual.~~

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

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

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

~~“Individual professional development plan” is means a written statement of goals developed by a teaching staff member serving in a supervisory capacity in collaboration with a teaching staff member, that: aligns with professional standards for teachers set forth in N.J.A.C. 6A:9-3.3 and the New Jersey Professional Development Standards; derives from the annual evaluation process; identifies professional goals that address specific individual, district or school needs, or both; and grounds professional development activities in objectives related to improving teaching, learning, and student achievement. The individual professional development plan shall include timelines for implementation, responsibilities of the employee and the school district for implementing the plan, and specific support and periodic feedback that the district shall provide as defined in N.J.S.A. 18A:6-119.~~

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

**“Model evaluation rubric” means district educator evaluation rubrics that have been reviewed and accepted by the Commissioner. A model teaching or principal evaluation rubric includes a teacher or principal practice instrument that appears on the**

**Department’s list of approved educator practice instruments.**

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

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

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**“Principal practice instrument” means an assessment tool that provides scales or dimensions that capture competencies of professional performance; and differentiation of a range of professional performance as described by the scales, which must be shown in practice and/or research studies. The scores from the principal practice instrument are components of the evaluation rubrics and the scores are included in the summative evaluation rating for the individual.**

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

**“Semester” means half of the school year.**

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

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

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

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

~~“Superintendent or designee” means the Superintendent or the authorized and appropriately certified teaching staff member as defined in 18A:1-1, employed in the school district in a supervisory role and capacity to evaluate a Principal, Vice Principal, or Assistant Principal.~~

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

~~“Teaching staff member” means a member of the professional staff of any district or regional Board of Education, or any county vocational school district Board of Education, holding office, position, or employment of such character that the qualifications for such office, position, or employment require him or her to hold a valid, effective, and appropriate standard, provisional, or emergency certificate issued by the State Board of Examiners. Teaching staff members include the positions of school nurse and school athletic trainer. There are three different types of certificates that teaching staff members work under:~~

- ~~1. An instructional certificate (holders of this certificate are referred to in N.J.A.C. 6A:10-1.1 et seq. as “teachers”);~~
- ~~2. Administrative certificate; and~~
- ~~3. Educational services certificate.~~

~~“Unannounced observation” means the person conducting an observation for the purpose of evaluation will not notify the Principal, Vice Principal, or Assistant Principal of the date or time the observation will be conducted.~~

~~“Validity” means the extent to which evidence and theory support an interpretation of scores from a measurement instrument for a particular use of the instrument. In the context of evaluating educator practice, this means the evidence gathered using the instrument supports correct and useful inferences and decisions about the effectiveness of the practice observed.~~

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

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

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

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

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

1. The Board of Education shall annually adopt evaluation rubrics for all Principals, Vice Principals, and Assistant Principals. The evaluation rubrics shall have four defined annual ratings: ineffective, partially effective, effective, and highly effective.
2. The evaluation rubrics for Principals, Vice Principals, and Assistant Principals shall include all other relevant minimum standards set forth in N.J.S.A. 18A:6-123 (P.L. 2012, c. 26, § 17c).
3. Evaluation rubrics shall be submitted to the Commissioner by June 1 for approval by August 1 of each year.

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

1. The Board of Education shall meet the following requirements for the annual evaluation of Principals, Vice Principals, and Assistant Principals, unless otherwise specified:
  - a. Establish a District Evaluation Advisory Committee to oversee and guide the planning and implementation of the Board of Education's evaluation policies and procedures as set forth in N.J.A.C. 6A:10-1.1 et seq.;
  - b. Annually adopt policies and procedures developed by the Superintendent pursuant to N.J.A.C. 6A:10-2.4, including the evaluation rubrics approved by the Commissioner pursuant to N.J.A.C. 6A:10-2.1(c).;
  - c. Ensure the Superintendent annually notifies all Principals, Vice Principals, and Assistant Principals of the adopted evaluation policies and procedures no later than October 1. If a Principal, Vice Principal, or Assistant Principal is hired after October 1, the Board/Superintendent shall notify all Principals, Vice Principals, and Assistant Principals of the policies and procedures at the beginning of his or her employment. All Principals, Vice Principals, and Assistant Principals shall be notified of amendments to the policy and procedures within ten Principal, Vice Principal, or Assistant Principal working days of adoption.;
  - d. Annually adopt by June 1, any Commissioner-approved educator practice instruments and, as part of the process described at N.J.A.C. 6A:10-2.1(c), notify the Department which instruments will be used as part of the school district's evaluation rubrics.;
  - e. Ensure the Principal of each school within the school district has established a School Improvement Panel pursuant to N.J.A.C. 6A:10-3.1. The panel shall be established annually by August 31 and shall carry out the duties and functions described in N.J.A.C. 6A:10-3.2.;

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- f. Ensure data elements are collected ~~from the implementation of the~~

~~principal practice instrument~~ and stored ~~the data~~ in an accessible and usable format. Data elements shall include, but not be limited to, scores or evidence from observations for the purpose of evaluation **and student growth objective data;** and

- g. Ensure ~~each Principal in the district or~~ the Superintendent **or designee certifies to the Department that** certifies any observer who conducts an observation of a ~~teaching staff member~~ **Principal, Vice Principal, or Assistant Principal** for the purpose of evaluation as described in ~~N.J.A.C. 6A:10-2.4(h); N.J.A.C. 6A:10-4.4; and N.J.A.C. 6A:10-5.4;~~ **and 6A:10-6.2** shall meet the statutory observation requirements of N.J.S.A. 18A:6-119; 18A:6-123.b(8); and N.J.S.A. 18A:27-3.1 and the teacher member of the School Improvement Panel requirements of N.J.A.C. 6A:10-3.2.
2. The Board of Education shall ensure the following training procedures are followed when implementing the evaluation rubric for all Principals, Vice Principals, and Assistant Principals and, when applicable, applying the Commissioner-approved principal practice instruments:

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

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- b. Provide training on the principal practice instrument for the Superintendent or **designated supervisor** ~~designee~~ who will conduct observations for the purpose of evaluation of Principals, Vice Principals, or Assistant Principals. Training shall be provided before the observer conducts his or her first observation for the purpose of evaluation; ~~except the Superintendent or designee using the principal practice instrument for the first time in 2013-2014 shall be provided training before October 31, 2013;~~



- c. Annually provide updates and refresher training on the principal practice instrument for any supervisor who will observe principal practice for the purpose of increasing accuracy and consistency among observers;
- d. The Superintendent shall annually certify to the Department that all evaluators of Principals, Vice Principals, and Assistant Principals in the school district who are utilizing principal practice instruments have completed training on the instrument and its application and have demonstrated competency in applying the principal practice instrument.

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

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

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

G. Evaluation Procedures for Principals, Vice Principals, and Assistant Principals - N.J.A.C. 6A:10-2.4

- 1. The provisions outlined in Policy and Regulation 3224 and N.J.A.C. 6A:10-2.4 shall be the minimum requirements for the evaluation ~~procedures~~ of Principals, Vice Principals, and Assistant Principals.
- 2. Evaluation policies and procedures requiring the annual evaluation of Principals, Vice Principals, and Assistant Principals shall be developed under the direction of the Superintendent, who may consult with the District Evaluation Advisory

Committee or representatives from School Improvement Panels, and shall include, but not be limited to, a description of:

- ~~a. Evaluation rubrics for Principals, Vice Principals, and Assistant Principals;~~
  - ~~a.b. Roles and responsibilities for implementation of evaluation policies and procedures;~~
  - ~~b.e. Job descriptions, **evaluation rubrics for Principals, Vice Principals, and Assistant Principals, the process for calculating the summative ratings and each component** and ~~evaluation criteria based upon school district goals, student achievement, instructional priorities, and the evaluation regulations set forth in N.J.A.C. 6A:10-1.1 et seq.;~~~~
  - ~~c.d. Methods of data collection and reporting appropriate to each job description, including, but not limited to, the **processes for student attrition to teachers, Principals, Vice Principals, Assistant Principals for calculating the median and school-wide student growth percentile** and ~~observations for the purpose of evaluation and post observation conference(s) by the Superintendent or designee;~~~~
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- ~~d. **Processes for observations for the purpose of evaluation and post-observation conference(s) by a supervisor;**~~
  - e. The process for preparation of individual professional development plans; and
  - f. The process for preparation of an annual written performance report by the Superintendent or **designated supervisor** ~~designee~~, and an annual summary conference between the Principal, Vice Principal, or Assistant Principal and the Superintendent or **designated supervisor** ~~designee~~.
3. The annual summary conference between the Superintendent or **designated supervisor** ~~designee~~ and the Principal, Vice Principal, or Assistant Principal shall be held before the written performance report is filed. The conference shall **occur on or before June 30 of each year and shall** include, but not be limited to, a review of the following:
- a. The performance of the Principal, Vice Principal, or Assistant Principal based

upon the job description and, when applicable, the scores or evidence compiled using the evaluation rubric, including, **when applicable**, the principal practice instrument;

- b. The progress of the Principal, Vice Principal, or Assistant Principal toward meeting the **goals objectives** of the individual professional development plan or, when applicable, the corrective action plan;
- c. Available indicators or scores of student achievement or growth, **when applicable**, such as student growth objective scores and student growth percentile scores, ~~as applicable~~; and
- d. The preliminary annual written performance report.

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

5. The annual written performance report for the Principal, Vice Principal, or Assistant Principal shall be prepared by the Superintendent or **designated supervisor** ~~designee~~ and shall include, but not be limited to:

- a. A summative rating based on the evaluation rubric, including, **when applicable**, a total score for each component as described in N.J.A.C. 6A:10-5;
- b. Performance area(s) of strength and area(s) needing improvement based upon the job description, observations for the purpose of evaluation and, **when applicable**, the principal practice instrument; **and**
- c. An individual professional development plan developed by the Superintendent or **designated supervisor** ~~designee~~ and the Principal, Vice Principal, or Assistant Principal or, when applicable, a corrective action plan from the evaluation year being reviewed in the report; ~~and~~.

d. ~~A summary of student achievement scores or growth indicators.~~

6. The Principal, Vice Principal, or Assistant Principal and the **Superintendent or designated supervisor** preparer of the annual written performance report shall sign the report within five Principal, Vice Principal, or Assistant Principal working days of the review.
7. ~~The annual summary conference and the annual written performance report shall be completed by June 30.~~

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78. The Board of Education shall **include** ~~add~~ all written performance reports and supporting data, including, but not limited to, **written observation reports and additional components of the summative evaluation rating** ~~indicators of student progress and growth for a Principal, Vice Principal, or Assistant Principal as part of the Principal's, Vice Principal's, or Assistant Principal's~~ ~~his or her~~ personnel file, **or in an alternative, confidential location. If reports and data are stored in an alternate location, the personnel file shall clearly indicate the report's location and how it can be easily accessed.** The records shall be confidential and shall not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq.
- H. Corrective Action Plans for Principals, Vice Principals, and Assistant Principals – N.J.A.C. 6A:10-2.5
1. For each Principal, Vice Principal, and Assistant Principal rated ineffective or partially effective on the annual summative evaluation, as measured by the evaluation rubrics, a corrective action plan shall be developed by the Principal, Vice Principal, or Assistant Principal and the Superintendent or **designated supervisor** ~~designee~~.
  2. If the summative evaluation rating is calculated before the end of the school year, then the corrective action plan shall be developed and the Principal, Vice Principal, or Assistant Principal and the Superintendent or **designated supervisor** ~~designee~~ shall meet to discuss the corrective action plan prior to September 15 of the following school year. The conference to develop and discuss the corrective action plan may be combined with the Principal's, Vice Principal's, or Assistant Principal's annual summary conference that occurs at the end of the year of evaluation.

3. If the ineffective or partially effective summative evaluation rating is received after the start of the school year following the year of evaluation, then a corrective action plan must be developed, and the Principal, Vice Principal, or Assistant Principal and the Superintendent or **designated supervisor designee** shall meet to

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discuss the corrective action plan within fifteen Principal, Vice Principal, or Assistant Principal working days following the school district's receipt of the Principal's, Vice Principal's, or Assistant Principal's summative rating.

4. The content of the corrective action plan shall replace the content of the individual professional development plan required in N.J.A.C. ~~6A:9-15.4(c) and 15.7(c)~~ **6A:9C-3.4(c) and 3.7(c)** until the next annual summary conference.
5. The content of the corrective action plan shall:
  - a. Address areas in need of improvement identified in the principal evaluation rubric;
  - b. Include specific, demonstrable goals for improvement;
  - c. Include responsibilities of the evaluated employee and the school district for the plan's implementation; and
  - d. Include timelines for meeting the goal(s).
6. The Superintendent or **designated supervisor designee** and the Principal, Vice Principal, or Assistant Principal on a corrective action plan shall discuss the employee's progress toward the goals outlined in the corrective action plan during each post-observation conference, when required by N.J.S.A. 18A:27-3.1 or N.J.A.C. 6A:10-5.4.
7. Progress toward the Principal's, Vice Principal's, or Assistant Principal's goals outlined in the corrective action plan, ~~and data and evidence collected by the Superintendent or designee and/or the employee to determine progress between the time the corrective action plan began and the next annual summary conference,~~ shall be documented in the Principal's, Vice Principal's, or Assistant Principal's personnel file and reviewed at the annual summary conference or the mid-year evaluation, **when applicable. Both the Principal, Vice Principal, or Assistant Principal on a corrective action plan and the Superintendent or designated**

supervisor may collect data and evidence to demonstrate the Principal's, Vice Principal's, or Assistant Principal's progress toward his or her corrective action plan goals.

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8. Progress toward the goals outlined in the corrective action plan may be used as evidence in the Principal's, Vice Principal's, or Assistant Principal's next annual summative evaluation; however, such progress shall not guarantee an effective rating on the next summative evaluation.
9. Responsibilities of the evaluated Principal, Vice Principal, or Assistant Principal on a corrective action plan shall not be exclusionary of other plans for improvement determined to be necessary by the Superintendent or **designated supervisor** designee.
10. The Superintendent, or **designated supervisor** his or her designee, and the Principal, as appropriate, shall conduct a mid-year evaluation of any Principal, Vice Principal, or Assistant Principal pursuant to N.J.S.A. 18A:6-121.c. If the corrective action plan was created before the start of the year, the mid-year evaluation shall occur **midway between the development of the corrective action plan and the annual summary conference.** ~~before February 15; if the corrective action plan was created after the start of the academic year, the mid-year evaluation shall occur before the annual summary conference. The mid-year evaluation shall include, at a minimum:~~
  - a. ~~One observation in addition to the observations required in N.J.A.C. 6A:10-5.4 for the purpose of evaluation as defined in N.J.A.C. 6A:10-1.2 and described in N.J.A.C. 6A:10-5.4; and~~
  - b. ~~One post-observation conference in addition to the observations required in N.J.A.C. 6A:10-5.4 as defined in N.J.A.C. 6A:10-1.2, during which progress toward the Principal, Vice Principal, or Assistant Principal's goals outlined in the corrective action plan shall be reviewed.~~

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

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

1. Unless otherwise noted, the components of the principal evaluation rubrics shall apply to teaching staff members holding the position of Principal, Vice Principal, or Assistant Principal and holding a valid and effective standard, provisional, or emergency administrative certificate.
2. The principal evaluation rubric shall meet the standards provided in N.J.S.A. 18A:6-123, including, but not limited to:
  - a. Measures of student achievement pursuant to N.J.A.C. 6A:10-5.2; and
  - b. Measures of principal practice pursuant to N.J.A.C. 6A:10-5.3 and 5.4.
3. **To earn a summative rating, the Principal, Vice Principal, or Assistant Principal shall have a student achievement score, pursuant to N.J.A.C. 6A:10-5.2 and a principal practice score pursuant to N.J.A.C. 6A:10-5.3 and 5.4.**

43. Each score measure shall be converted to a percentage weight so all measures make up 100 percent of the evaluation rubric. By **August 31** ~~April 15~~ prior to **the academic year in which the evaluation rubric applies**, ~~each school year the evaluation rubric applies~~, the Department shall provide on its website the required percentage weight of each **component and the required summative rating scale measure**. All components shall be worth the following percentage weights or fall within the following ranges:

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- a. If, according to N.J.A.C. 6A:10-5.2(b), the Principal, Vice Principal, or

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

- b. Measure of average student growth objective for all teachers, as described in N.J.A.C. 6A:10-5.2(d), shall be at least ten percent and no greater than twenty percent of evaluation rubric rating as determined by the Department.
  - c. Measure of administrator goal, as described in N.J.A.C. 6A:10-5.2(e), shall be no less than ten percent and no greater than forty percent of evaluation rubric rating as determined by the Department.
  - d. Measure of principal practice, as described in N.J.A.C. 6A:10-5.3(b), shall be thirty percent of evaluation rubric rating.
  - e. Measure of leadership practice, as described in N.J.A.C. 6A:10-5.3(c), shall be twenty percent of evaluation rubric rating.
  - f. **Notwithstanding the provisions of a. through e. above, if an appeal of the administrator goal is approved, according to N.J.A.C. 6A:10-5.2(e)5, the administrator goal weight and the principal practice weight shall be adjusted by the Superintendent or the Commissioner, as applicable according to N.J.A.C. 6A:10-5.2(e)5.**
54. Standardized assessments, used as a measure of student progress, shall not be the predominant factor in determining a Principal's annual summative rating.
65. The Department shall periodically collect principal evaluation rubric data that shall include, but are not limited to, component-level scores and annual summative ratings.

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

- 1. Measures of student achievement shall be used to determine impact on student learning and shall include the following components:
  - a. The school-wide student growth percentile of all students assigned to the



Principal;

- b. Average student growth objective scores of every teacher, as described in N.J.A.C. 6A:10-4.2(e), assigned to the Principal; and
  - c. Administrator goals set by Principals, Vice Principals, and Assistant Principals in consultation with the Superintendent or **designated supervisor designee** pursuant to N.J.A.C. 6A:10-5.2(e), which shall be specific and measurable, based on student growth and/or achievement data.
2. The school-wide student growth percentile score shall be included in the annual summative rating of Principals, Vice Principals, and Assistant Principals who are assigned to a school as of October 15 and who are employed in schools where student growth percentiles are available for students in one or more grades. **If the Principal, Vice Principal, or Assistant Principal is employed in more than one school, the Superintendent shall assign to the Principal, Vice Principal, or Assistant Principal, as appropriate, the school-wide student growth percentile from one school and shall notify the Principal, Vice Principal, or Assistant Principal at the beginning of the school year of the student growth percentile assignment** ~~The school district may assign Vice Principals and Assistant Principals who are employed in more than one school to the school or schools as appropriate for the percentage of time spent in each school.~~
3. The Department shall calculate the school-wide student growth percentile for Principals, Vice Principals, and Assistant Principals, ~~which includes school-wide mathematics and school-wide English Language Arts scores.~~

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

the Principal shall make the final determination.

5. Administrator goals for Principals, Vice Principals, or Assistant Principals shall be developed and measured according to the following procedures:

- a. The Superintendent shall determine for all Principals, Vice Principals, or Assistant Principals, the number of required administrator goals which shall reflect the achievement of a significant number of students within the school. By **August 31** ~~April 15~~ prior to the **academic school year in which** the evaluation rubric applies, the Department shall provide on the Department's website the minimum and maximum number of required goals, which will be at least one goal and no more than four goals.
- b. Principals, Vice Principals, or Assistant Principals shall develop, in consultation with the Superintendent or **designated supervisor** ~~designee~~, each administrator goal. Vice Principals and Assistant Principals shall set goals specific to his or her job description or adopt the same goals as his or her Principal. If the Principal, Vice Principal, or Assistant Principal and Superintendent or **designated supervisor** ~~designee~~ do not agree upon the **goal**

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~~score student growth objectives,~~ the **Principal's, Vice Principal's, or Assistant Principal's** Superintendent or **designated supervisor** ~~designee~~ shall make the final determination.

- c. Administrator goals and the criteria for assessing performance based on those objectives shall be determined, ~~and~~ recorded, **and retained by** ~~in~~ the Principal's, Vice Principal's, or Assistant Principal's **and the Superintendent or designated supervisor by October 31 of each academic year, or within twenty work days of the Principal's, Vice Principal's, or Assistant Principal's start date if he or she begins work after October 1** ~~personnel file by November 15, 2013, and by October 15 for all subsequent school years.~~
- d. The administrator goal score shall be calculated by the Superintendent or **designated supervisor** ~~designee~~ of the Principal, Vice Principal, or Assistant Principal. The Principal's, Vice Principal's, or Assistant Principal's administrator goal score, if available, shall be discussed at his or her annual summary conference **and recorded in his or her personnel file.**

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

- a. A Principal's, Vice Principal's, or Assistant Principal's average student growth objective for the 2013-2014 academic year included a teacher's student growth objective that was successfully appealed according to N.J.A.C. 6A:10-4.2(f); and
- b. Failure to remove the score would cause the Principal's, Vice Principal's, or Assistant Principal's annual summative rating to be ineffective or partially effective.

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K. Principal Practice Component of Evaluation Rubric – N.J.A.C. 6A:10-5.3

1. Measures of principal practice shall include the following components:
  - a. A measure determined through a Commissioner-approved principal practice instrument; and
  - b. A leadership measure determined through the Department-created leadership rubric.
2. Principal practice component rating shall be based on the measurement of the Principal's, Vice Principal's, or Assistant Principal's performance according to the school district's Commissioner-approved principal practice instrument. Observations pursuant to N.J.A.C. 6A:10-5.4 shall be used as one form of evidence for this measurement.
3. Leadership practice shall be determined by a score on a leadership rubric, which will assess the Principal's, Vice Principal's, or Assistant Principal's ability to improve student achievement and teaching staff member effectiveness through identified leader behaviors. The rubric will be posted on the Department's website and annually maintained.

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

1. The Superintendent or **designated supervisor** shall conduct observations

for the evaluation of Principals pursuant to N.J.S.A. 18A:6-121 and he or she shall be trained pursuant to N.J.A.C. 6A:10-2.2(b).

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

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3. For the purpose of collecting data for the evaluation of a Principal, Vice Principal, or Assistant Principal, an observation, as described in N.J.S.A. 18A:6-119 and N.J.A.C. 6A:10-1.2, may include, but is not limited to: building walk-through, staff meeting observation, parent conference observation, or case study analysis of a significant student issue.
4. Post-observation conferences shall include the following procedures:
  - a. A Superintendent or **designated supervisor designee** who was present at the observation shall conduct a post-observation conference with the Principal, Vice Principal, or Assistant Principal being observed. A post-observation conference shall occur no more than fifteen Principal, Vice Principal, or Assistant Principal working days following each observation.
  - b. The post-observation conference shall be for the purpose of reviewing the data collected at the observation, connecting the data to the principal practice instrument and the Principal's, Vice Principal's, or Assistant Principal's individual professional development plan, collecting additional information needed for the evaluation, and offering areas to improve effectiveness.
  - c. With the consent of the observed Principal, Vice Principal, or Assistant Principal, post-observation conferences for individuals who are not on a corrective action plan may be conducted via written communication, including electronic communication.
  - d. One post-observation conference may be combined with the Principal's, Vice Principal's, or Assistant Principal's annual summary conference as long as it occurs within the required fifteen Principal, Vice Principal, or Assistant Principal working days following the observation.

- e. A written **or electronic** evaluation report shall be signed by the Superintendent or **designated supervisor** ~~designee~~ who conducted the observation and post-observation and the Principal, Vice Principal, or Assistant Principal who was observed.
  - f. The Principal, Vice Principal, or Assistant Principal shall submit his or her written objection(s) of the evaluation within ten Principal, Vice Principal, or Assistant Principal working days following the conference. The objection(s) shall be attached to each party's copy of the annual written performance report.
5. Each tenured Principal, Vice Principal, and Assistant Principal shall be observed as described in N.J.A.C. 6A:10-5.4, at least two times during each school year. Each nontenured Principal, Vice Principal, and Assistant Principal shall be observed as described in N.J.A.C. 6A:10-5.4 at least three times during each school year, as required by N.J.S.A. 18A:27-3.1. An additional observation shall be conducted pursuant to N.J.A.C. 6A:10-2.5(l) for Principals, Vice Principals, and Assistant Principals who are on a corrective action plan.
- M. ~~Principal Practice Instrument – N.J.A.C. 6A:10-6.3~~ **7.3**
1. The principal practice instrument approved by the Department shall meet the following criteria:
    - a. Incorporate domains of practice and/or performance criteria that align to the 2008 ISLLC Professional Standards for School Leaders developed by the Interstate School Leadership Licensure Consortium incorporated herein by reference, available at:  
  
[http://www.ccsso.org/documents/2008/educational\\_leadership\\_policy\\_standards\\_2008.pdf](http://www.ccsso.org/documents/2008/educational_leadership_policy_standards_2008.pdf);

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- b. Include scoring guides for assessing ~~principal~~ **teacher** practice that differentiate among a minimum of four levels of performance, and the differentiation has been shown in practice and/or research studies. Each scoring guide shall clearly define the expectations for each category and provide a conversion for the four categories: ineffective, partially effective, effective, and highly effective;
  - c. Be based on multiple sources of evidence collected throughout the year;
  - d. Incorporate an assessment of the Principal's leadership for implementing a rigorous curriculum and assessments aligned to the Core Curriculum Content Standards;
  - e. Incorporate an assessment of the Principal's leadership for high-quality instruction;
  - f. Include an assessment of the Principal's performance in evaluating teachers; and
  - g. Include an assessment of the Principal's support for teachers' professional growth.
2. For Commissioner-approval of a principal practice instrument in 2015 or any year thereafter, the instrument shall include a process to assess competency on the evaluation instrument which the school district may choose to use as a measure of competency.

Adopted: