

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

ADMINISTRATION
1000/page 1 of 1

1000 ADMINISTRATION

1000 BYLAWS

<u>Number</u>	<u>Title</u>
1100	District Organization
1110	Organizational Chart
1120	Management Team
1130	Staff Liaison Committees
1140	Affirmative Action Program
1210	Board-Superintendent Relations
1220	Employment of Chief School Administrator
1230	Superintendent's Job Description
1240	Evaluation of Superintendent
1310	Employment of School Business Administrator/ Board Secretary
1320	Duties of the School Business Administrator/ Board Secretary
1330	Evaluation of the School Business Administrator
1331	Evaluation of the Board Secretary
1400	Job Descriptions
1510	Americans with Disabilities Act
1522	School-level Planning
1523	Comprehensive Equity Plan
1530	Equal Employment Opportunity
1540	Administrator's Code of Ethics
1550	Affirmative Action Program for Employment and Contract Practices
1581	Victim of Domestic or Sexual Violence Leave
1620	Administrative Employment Contracts

Updated 05/2017

1100 DISTRICT ORGANIZATION

The Board of Education directs the establishment and implementation of an organizational plan for the management and control of school district operations to assure the effective and efficient delivery of educational services to each student in the district. The plan will require the identification and resolution of problems at appropriate organizational levels and will be reviewed on an annual basis. All references to school district administrators in policies or regulations shall be construed to mean that administrator or his or her designee.

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

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

Line of Responsibility

Lines of responsibility in this school district shall, to the fullest extent, be structured so that:

1. Each member of the staff shall be told to whom he/she is responsible and for what functions;
2. Responsibility shall flow simply and clearly through staff, administrators and the Superintendent, to the governing Board as set forth in Policy 1110;
3. The administration shall be encouraged to deliver the education most appropriate for the students;
4. Whenever possible, each member of the staff shall be made responsible to only one immediate supervisor for any one function;
5. Each staff member shall be told to whom he/she can appeal in case of disagreement with the person(s) to whom the staff member is responsible;
6. Each staff member shall be told to whom he/she can go for help in performing his/her own functions in the district program;
7. Each staff member shall be kept advised of functions and progress of the district, including district policies, as appropriate.

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

Initial Adoption: April 2, 2001

First Reading: February 16, 2011

Second Reading: March 21, 2011

Latest Adoption: March 21, 2011

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

ADMINISTRATION
1110/page 1 of 1
Organizational Chart

1110 ORGANIZATIONAL CHART

Organization Chart

Organization or function charts for the district shall be prepared by the chief administrator and approved by the Board of Education to designate clearly the relationships of all employees within the district organization. The organization or function charts shall be kept up to date and changes shall be approved by the Board of Education.

Administrative Staff Organization

The Superintendent shall organize the staff of the school district in a manner best suited to achieve its purposes. The Board of Education prefers a structure which establishes the Superintendent as a unitary executive responsible to the Board of Education, with lines of primary responsibility for all other employees clearly identified.

First Reading:	March 12, 2001
Second Reading:	March 19, 2001
Adopted:	April 2, 2001

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

ADMINISTRATION
1130/page 1 of 1
Staff Liaison Committees

1130 STAFF LIAISON COMMITTEES

Superintendent is authorized to establish such staff liaison committees as he or she may deem necessary, and to appoint appropriate employees to serve as committee members.

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

First Reading:	March 12, 2001
Second Reading:	March 19, 2001
Adopted:	April 2, 2001

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

ADMINISTRATION
1140/page 1 of 2
Affirmative Action Program
M

1140 AFFIRMATIVE ACTION PROGRAM

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

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

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

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

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

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

1. Study job descriptions, job qualifications and salary guides for discriminatory practices;
2. Recommend methods of recruitment that will encourage a diverse pool of applicants;
3. Recommend programs that will encourage greater job opportunities for a diverse pool of applicants.

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

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

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

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

First Reading: April 24, 2017
Second Reading: May 15, 2017
Initial Adoption: May 15, 2017

1210 BOARD-SUPERINTENDENT RELATIONS

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

The Superintendent, as chief administrative officer of the school district, is the primary professional advisor to the Board. The Superintendent shall serve as an ex-officio member of the Board and shall have the right to speak on all educational matters at meetings and be encouraged to participate in its discussions. Policy should not be adopted or revised without consultation with the Superintendent.

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

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

N.J.S.A. 18A: 17-20

Cross References: 1220, 1230, 1240

First Reading: March 12, 2001

Second Reading: March 19, 2001

Adopted: April 2, 2001

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

ADMINISTRATION
1220/page 1 of 3
Employment of Chief
School Administrator
M

1220 EMPLOYMENT OF CHIEF SCHOOL ADMINISTRATOR

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

Recruitment Procedures

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

1. The preparation of a written job description;
2. Preparation of informative material describing this school district and its educational goals;
3. Where feasible, the opportunity for applicants to visit the district;
4. The requirement that each serious candidate for the position be interviewed by Board members in a format that encourages the candidate to express an educational philosophy;
5. Solicitation of applications from a wide geographical area; and
6. Strict compliance with law and Policy No. 1530 on equal employment opportunity.

Qualifications

The Superintendent of Schools must possess a valid New Jersey administrative certificate endorsed for school administrator in accordance with law and must qualify for employment following a criminal history record check.

The Superintendent of Schools shall meet the criteria established at the time of the search.

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

ADMINISTRATION
1220/page 2 of 3
Employment of Chief
School Administrator

Employment Contract

A person appointed as Superintendent of Schools must execute an employment contract with the Board. An employment contract for the Superintendent of schools shall be reviewed and approved by the Executive County Superintendent in accordance with the provisions of N.J.A.C. 6A:23A-3.1 and Policy 1620. Any actions by the Executive County Superintendent undertaken pursuant to N.J.A.C. 6A:23A-3.1 may be appealed to the Commissioner of Education pursuant to the procedures set forth in N.J.A.C. 6A-3. The employment contract with the Superintendent must be approved with a recorded roll call majority vote of the full membership of the Board at a public Board meeting.

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

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

The contract will include a term of not less than three nor more than five years for which employment is contracted, stating beginning and ending dates; the salary to be paid; the benefits to be received; and a provision for termination of the contract by the Superintendent; an evaluation process pursuant to N.J.S.A. 18A:17-20.3; and other terms as established in the contract between the Board and the Superintendent.

During the term of the contract, the Superintendent may be dismissed or reduced in compensation only for just cause and only by the Commissioner of Education pursuant to the tenure hearing laws.

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

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

ADMINISTRATION
1220/page 3 of 3
Employment of Chief
School Administrator

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

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

Disqualification

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

Certificate Revocation

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

N.J.A.C. 6A:9-12.3; 6A:9-12.4; 6A:23A-3.1; 6A:23A-3.2
N.J.S.A. 18A:16-1; 18A:17-15; 18A:17-20; 18A:17-20.1; 18A:17-20.2; 18A:17-20.2a;
18A:17-20.3

Cross References: 1210, 1230, 1530, 1620

First Reading: September 21, 2009

Second Reading: October 19, 2009

Adopted: October 19, 2009

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

ADMINISTRATION
1230/page 1 of 6
Superintendent's Job Description
M

1230 SUPERINTENDENT'S JOB DESCRIPTION

Function

The Superintendent shall serve as chief executive and administrative officer of the district by implementing policies and goals established by the Board of Education and by discharging the duties imposed on his or her office by law.

Authority

The Superintendent shall be the chief school administrator of the school district and principal advisor to the Board.

Work Relationships

The Superintendent shall directly or indirectly supervise all persons employed by the Board and shall report directly to the Board, which shall maintain this policy as the most current official job description, superseding any other document.

Scope of Responsibility

The management responsibilities of the Superintendent shall extend to all aspects of the financial operation, to all parts of the physical plant, and to the conduct of such other duties as may be assigned by the Board. The Superintendent may delegate to an appropriate school official any duty not reserved to him- or herself by law. When delegating such duties together with appropriate authority, the Superintendent may never delegate nor relinquish ultimate responsibility for results nor any portion of accountability. The Superintendent may not delegate the responsibility for duties mandated by law.

Goal

The Superintendent shall lead every member of the administrative, instructional and support services staff in setting and achieving the highest standard of excellence, so that each student enrolled in the district may be provided with an appropriate and effective education.

Further, the Superintendent shall oversee the use of all district facilities, property and funds with a maximum of efficiency, and an ever-present, overriding concern for their impact upon each individual student's education.

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

ADMINISTRATION
1230/page 2 of 6
Superintendent's Job Description

Evaluation

Performance of this job will be evaluated annually in accordance with the Board's policy on the evaluation of the Superintendent.

Duties and Responsibilities

A. Instructional Leadership

1. As the chief school executive, administers the development and maintenance of high quality educational programs and services designed to meet the needs of all students and to carry out the policies of the Board, improving programs and services where necessary.
2. Formulates school objectives, regulations, plans, and programs.
3. Assesses with staff all curriculum guides and courses of study on a continuing basis. Recommends, for Board adoption, curricula, courses, textbooks, and time schedules.
4. Ensures implementation of all board-approved curricula and inclusion of state-mandated programs and curriculum content standards.
5. Provides for curriculum articulation among grades and schools in the district.
6. Provides for an annual assessment of student needs and achievement. Initiates program changes in light of this assessment, formulating plans and programs to bring students' performance on State and district-mandated standardized tests to the District Minimum Level of Proficiency.
7. Develops guidelines and direction for monitoring the effectiveness of existing and new programs.
8. Seeks out available sources for State and federal funding as well as grants and donations from municipal, county, State, federal, corporate, and private sources to support programs and projects.
9. Keeps informed of current educational thought and practices by advanced study, by visiting school systems elsewhere, by attending educational conferences, or by other appropriate means, and keeps the Board informed of trends in education.
10. Ensures that the goals of the school system are adequately reflected in its educational program and operation. Submits the district's schools' objectives to the County Superintendent for review and approval as required by the New Jersey Department of Education.

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

ADMINISTRATION
1230/page 3 of 6
Superintendent's Job Description

B. Personnel Administration

1. Directs and supervises the administrative staff and through them all district staff. Maintains active presence in school buildings as appropriate.
2. Directs and supervises the central district administrative staff in the development and implementation of sound personnel practices.
3. Develops recruitment procedures to assure well-qualified applicants reflecting the diverse nature of the student body for professional and nonprofessional positions. Participates in final candidate interviews, as appropriate, and recommends appointments of all staff to the Board.
4. Provides direction and serves as a resource for management representatives in negotiating with employee bargaining units. Supervises administration of collective bargaining agreements.
5. Ensures that all staff is evaluated at least annually in accordance with law and established procedures. Recommends professional employees for contract renewal, tenure appointment, promotion, demotion, salary changes, or dismissal.
6. Recommends and implements the district's professional development plan, ensuring that staff participate in professional development programs in support of district programs and goals.
7. Ensures that all staff receives in-service training required by State and federal laws and that appropriate documentation is maintained in a central file.
8. Communicates directly or through delegation all actions of the Board relating to personnel matters to all employees and receives from employees communications to be made to the Board.

C. Financial Management

1. Provides direction to and supervision of school business functions. Encourages development and implementation of sound business practices.
2. Initiates and supervises development of the annual budget. Provides for staff input. Recommends budget and budget priorities for Board approval.
3. Ensures that the district has long-range financial- and facility-improvement plans. Updates and implements plans annually.
4. Oversees school facility management to provide safe, efficient and attractive buildings, with emphasis on preventive maintenance and custodial care. Provides instructions and regulations to govern use and care of school properties.

5. Searches continuously for alternatives in business management practices to achieve sound economies and efficiencies in operations.
6. Ensures that funds are spent prudently by providing adequate control and accounting of the district's financial and physical resources.

D. Special Services

1. Ensures that a system of appropriate Special Services and/or related services is available to all pupils with disabilities.
2. Develops and oversees the delivery of the district's intervention and referral services, when appropriate, for pupils who are experiencing difficulties in their classes and who have not been classified as in need of Special Services.
3. Confers annually with the administrator of each nonpublic school located in the district to plan for nursing services which may be made available pursuant to law and submits an annual written report to the County Superintendent.
4. Develops and implements required policies and procedures related to the reporting of allegations of child abuse and neglect.

E. School/Community Relations

1. Promotes community support of the schools. Interprets district programs and services; reports plans, events and activities of interest; and solicits community opinions regarding school and education issues.
2. Maintains the confidence of the Board of School Estimate in the soundness and economic efficiency of the school system and maintains effective continuing communications with municipal officials.
3. Represents the district's interests in meetings and activities of municipal and other governmental agencies; in community organizations, agencies, activities, and projects; and as required, in other school districts.
4. Establishes and maintains a program of effective communications to keep the public well informed of the activities and needs of the school district, effecting a cooperative and productive working relationship between the schools and the community.
5. Identifies available community resources and links to social service agencies that support education and healthy child development.

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

ADMINISTRATION
1230/page 5 of 6
Superintendent's Job Description

6. Develops strategies to promote parental involvement in their children's education and provides opportunities for parent-teacher interaction.
 7. Maintains contact and good relations with local media.
 8. Presents the district's quality assurance report annually to the community and submits a copy to the County Superintendent as required by the NJ Department of Education.
- F. Superintendent Duties
1. Provides leadership in identification of priorities and assures that all activities reflect those Board-established priorities.
 2. Prepares and recommends short- and long-range plans for Board approval and implements those plans when approved.
 3. Attends all regular and special meetings of the Board, holding the right to speak on all matters but having no vote. Designates an administrative staff member to speak in his/her absence when appropriate.
 6. Recommends drafts of new policies or changes to the Board. Implements policies adopted. Establishes guidelines and processes for monitoring implementation of Board policies.
 7. Prepares, in conjunction with the Board president, agenda recommendations relative to all matters requiring Board action, including all facts, information, options and reports needed to assure informed decisions. Provides advice and counsel to the Board on matters before it.
 6. Anticipates potential problems. Recommends policies or courses of staff action.
 7. Keeps Board informed regarding developments in other districts, State and national levels that would be helpful to the district.
 8. Ensures that all local, State and federal standards for the health and safety of students and staff are maintained and that required reports are maintained.
 9. Recommends school attendance zones and provides safe and legal transportation for students as necessary.
 10. Makes recommendations concerning location, size and plans for new school sites, additions, and alterations.

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

ADMINISTRATION
1230/page 6 of 6
Superintendent's Job Description

11. Reports annually to the Board of Education on the state of the district, providing a forthright description of progress and challenges, successes and failures, and paying particular attention to changes in program, practice, and district trends.
12. Fulfills all statutory obligations and implements the Education Law of the State of New Jersey and the Administrative Code of the New Jersey Department of Education.

Cross References: 0135, 1210, 1240

First Reading: March 12, 2001

Second Reading: March 19, 2001

Adopted: April 2, 2001

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

ADMINISTRATION
1240/page 1 of 3
Evaluation of Superintendent
M

1240 EVALUATION OF SUPERINTENDENT

The Board of Education will evaluate the performance of the Superintendent in order to assist both the Board and the Superintendent in the proper discharge of their responsibilities and to enable the Board to provide the district with the best possible leadership.

The objective of the Board's evaluation will be to promote professional excellence and improve the skills of the Superintendent, to improve the quality of education received by the pupils of this district, and to provide a basis for the review of the Superintendent's performance.

The Superintendent shall be evaluated annually by the Board. The Board may choose to be assisted or advised by a consultant, provided it so notifies the Superintendent in advance of beginning the evaluation process. The evaluation will be based on the job description for the position of Superintendent, on goals set annually by the Board in collaboration with the Superintendent, and on this policy. The job description and any revisions thereto will be developed in consultation with the Superintendent and adopted by the Board. The evaluation of a non-tenured Superintendent will be completed by April 30.

This policy will be delivered to the Superintendent upon its adoption, and any amendment to this policy will be developed and adopted by the Board after consultation with the Superintendent. This policy and/or any amendments to this policy will be delivered to the Superintendent within ten working days after its adoption.

Evaluation Criteria

Criteria for the evaluation of the Superintendent will be based upon the Superintendent's job description and on district goals set annually by the Board in collaboration with the Superintendent, and will relate directly to each of the tasks or goals described. Each criterion will be brief and will focus on a major function of the position, be based on observable information rather than on factors requiring subjective judgment, and be written in a consistent format.

The Board shall develop and approve criteria for the evaluation of the Superintendent. These criteria shall reflect any sense of priority or emphasis collectively communicated to the Superintendent by the Board throughout the year. Evaluation criteria will be reviewed as necessary and as requested by the Superintendent, but not less than annually and upon any revision of the Superintendent's job description or any alteration in district goals. Any proposed revision of the evaluation criteria will be provided to the Superintendent for his or her comments before its approval, and a copy of the approved revision shall be provided the Superintendent within ten (10) working days of its approval.

Collection and Reporting of Evaluation Data

Data for the evaluation of the Superintendent will be gathered by any one or more of the following methods: direct observation; direct Board interaction with the Superintendent; review of a document produced in the performance of the Superintendent's assigned duties; interviews with the Superintendent regarding his or her knowledge of assigned duties; paper and pencil instruments (such as competency tests, staff surveys, and the like); audio-visual monitoring of the Superintendent in the performance of his or her assigned duties; and reference to previous performance reports.

Preparation Plan for Professional Growth and Development

An individual plan for professional growth and development shall be prepared annually in cooperation with the Superintendent and will include areas of required growth, methods of achieving that growth, a schedule for implementation, and the responsibility of the Superintendent and Board for implementing the plan. The plan will derive from applicable evaluation criteria and focus on critical areas of professional growth.

A copy of the plan for professional growth and development will be placed in the annual performance report. The degree to which the Superintendent achieved the requirements of the previous plan will be a measure of his or her annual performance evaluation.

It will be the duty of the Superintendent to implement the plan as prepared; his or her failure to do so may result in disciplinary action up to and including certification of tenure charges.

Conduct of Annual Performance Conference

An annual summary conference shall be conducted by a majority of the full membership of the Board and the Superintendent before the annual performance report is filed. The conference will be held in private, unless the Superintendent requests that it be held in public.

The conference shall include but need not be limited to a review of the performance of the Superintendent based upon the job description; a review of the Superintendent's progress in achieving and implementing the district's goals, program objectives, policies, instructional priorities, State goals, and statutory requirements; and a review of available indicators of pupil progress and growth toward the program objectives.

The purpose of the annual performance conference will be to provide for a total review of the year's work, to identify strategies for improvement where necessary, and to recognize achievement and good practice. Adequate time will be allotted for the conference in order to cover the required topics of discussion and to permit a full exploration of the possible solutions to any problems identified.

Preparation of Annual Performance Report

An annual written performance report shall be prepared, no later than June 30, by a majority of the full membership of the Board in the presence of the Superintendent. The report will include, but need not be limited to, performance areas of strength; performance areas needing improvement based on the job description and evaluation criteria; the plan for professional growth and development prepared by the Superintendent and the Board; a summary of available indicators of pupil progress and growth and a statement of how these indicators relate to the effectiveness of the overall program and the performance of the Superintendent; and provision for performance data that have not been included in the report prepared by the Board to be entered into the record by the Superintendent within ten working days after the completion of the report.

The annual performance report will be signed by the Board President at the time of the conference and by the Superintendent within five working days of the conference. It will be filed in the Superintendent's personnel file, and a copy will be provided to the Superintendent.

N.J.A.C. 6:3-2.2

Cross Reference: 1230

Initial Adoption: April 2, 2001

First Reading: February 20, 2018

Second Reading: March 10, 2018

Latest Adoption: March 10, 2018

R 1240 EVALUATION OF THE SUPERINTENDENT

A. Frequency of Evaluation

1. The Superintendent shall be evaluated formally once per year, prior to the Board of Education's reorganization meeting and not later than April 30.
2. The Superintendent shall be evaluated informally approximately 6-7 months preceding the formal annual evaluation, according to the criteria and format set forth in Section F below.

B. Evaluation Criteria

1. Job description
2. Annual goals
3. The following criteria as enumerated by the N.J.S.B.A. may also be used:
 - a. Ability to manage;
 - b. Ability to lead;
 - c. Ability to make decisions;
 - d. Ability to communicate;
 - e. Supervision and staff development;
 - f. Responsiveness to others;
 - g. Creativity;
 - h. Ability to maintain an effective educational climate;
 - i. Effective implementation of Board policies and procedures;
 - j. Use of physical and financial resources of the district in a judicious manner;
 - k. Demonstration of a broad knowledge of matters that will aid in effectively managing the school district.

C. Collection and Reporting of Evaluation Data

1. The Executive Committee of the Board shall collect appropriate data to properly evaluate the Superintendent. Each member of the Board shall be solicited for input to this evaluation.
2. The Executive Committee of the Board shall appoint not more than two members to collect the data.
3. The Superintendent shall cooperate with the members of the Board designated to collect the data.

D. Preparation of Written Evaluation Report

1. The Board shall in a private session consider all of the collected data, and evaluate the Superintendent based on the evaluation criteria as described in B. above.
2. The Board President shall designate one individual to prepare a draft of the written evaluation document.
3. The Board shall review the draft evaluation document and determine required revisions.
4. The Board shall by majority vote approve the evaluation document.

E. Conduct of Annual Performance Conference

1. The Board shall conduct the evaluation conference, meeting in private session with the Superintendent present.
2. The Superintendent shall have the right to discuss the evaluation with the Board and file any exceptions to the evaluation in writing.
3. Any exceptions filed by the Superintendent shall be included with any copy of the Board's evaluation.

F. Informal Mid-Year Evaluation

1. The Executive Committee, or its designee, shall solicit informal written comment from the Board. Members shall address general management and leadership skills as set forth in the job description as well as progress against Board-approved goals.
2. Comments shall be summarized in writing and distributed to the Board of Education, which may meet in Executive Session to refine its message.
3. The Board shall meet in Executive Session with the Superintendent to communicate its message.
4. Minutes of the meeting shall be distributed confidentially to the Superintendent, members of the Board and board counsel.
5. The procedures described in this section may be altered by mutual agreement between the Board and the Superintendent.

First Reading: January 28, 2002
Second Reading: February 4, 2002
Adoption: February 4, 2002

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

ADMINISTRATION
1310/page 1 of 1
Employment of School Business
Administrator/Board Secretary

1310 EMPLOYMENT OF SCHOOL BUSINESS
ADMINISTRATOR/BOARD SECRETARY

The Board of Education shall appoint a qualified and capable person to fill a vacancy in the position of School Business Administrator/Board Secretary. An appointment shall be made within a reasonable time after the occurrence of the vacancy and by the recorded roll call vote of a majority of the full Board.

All candidates for the position of School Business Administrator/Board Secretary must produce evidence of their training and/or experience in the fields of economic and legal environment, accounting, quantitative methods, management information systems, organizational theories, administrative processes, production and marketing of goods, financing of the business enterprise and other responsibilities as outlined in the Board job description.

Every serious candidate for the position of School Business Administrator/Board Secretary shall be interviewed by the Superintendent. The Board of Education will appoint a suitable person who holds the appropriate certificate as prescribed by the State Board of Education. No person shall act as School Business Administrator/Board Secretary or perform the duties of a School Business Administrator/Board Secretary, as prescribed by the rules and regulations of the State Board of Education, unless he/she holds such a certificate. Final selection shall be made by the Board, which shall also fix the compensation to be paid the School Business Administrator/Board Secretary.

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

N.J.S.A. 18A:16-1; 18A:17-5; 18A:17-14.1 et seq.
N.J.A.C. 6:11-9.3; 6:11-9.7

Cross References: 0165, 1320, 1330, 1331

First Reading: March 12, 2001
Second Reading: March 19, 2001
Adopted: April 2, 2001

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

ADMINISTRATION
1320/page 1 of 3
Duties of School Business
Administrator/Board Secretary

1320 DUTIES OF SCHOOL BUSINESS ADMINISTRATOR/BOARD SECRETARY

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

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

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

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

ADMINISTRATION
1320/page 2 of 3
Duties of School Business
Administrator/Board Secretary

9. Help to interpret the budget and the district affairs under his or her supervision to interested members of the school district community;
10. Strive to develop personal capabilities in financial strategies and supervisory methods;
11. Strive to conduct himself or herself in a proper manner at all times;
12. Be responsible for the conduct of all duties legally assigned to his or her position including:
 - a. Providing adequate notice of all public meetings of the Board to the members and to those requesting notice in accordance with law, N.J.S.A. 10:4-8d, 10:4-19; 18A:10-4, 18A:17-7;
 - b. Recording the minutes of all proceedings of the Board and the results of annual or special school elections, N.J.S.A. 18A:17-7;
 - c. Performing all duties concerning the conduct of school elections, N.J.S.A. 18A:14-1 et seq.;
 - d. Collecting tuition fees and other moneys due the Board and transmitting them to the Treasurer of School Moneys, N.J.S.A. 18A:17-8;
 - e. Examining and auditing all accounts and demands against the Board, presenting them to the Board at its meetings, indicating the Board's approval and sending them to the Treasurer for payment, N.J.S.A. 18A:17-8, 18A:19-4;
 - f. Keeping accounts of the district's financial transactions including a correct detailed accounting of all expenditures, N.J.S.A. 18A:17-8;
 - g. Reporting to the Board at each regular meeting, but not more often than once per month, the amount of the total appropriations and cash receipts for each account, and the amounts of warrants drawn against each account, and the amounts of orders or contractual obligations incurred and chargeable against each account, N.J.S.A. 18A:17-9;

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

ADMINISTRATION
1320/page 3 of 3
Duties of School Business
Administrator/Board Secretary

- h. Keeping all contracts, records, and documents belonging to the Board, N.J.S.A. 18A:17-9;
 - i. Giving the Board a detailed report of its financial transactions at the close of each fiscal year and filing a copy with the County Superintendent, N.J.S.A. 18A:17-10;
 - j. Reporting to the Commissioner annually the amount of unpaid school debt, the interest rate payable, the dates of issue, and the due dates of bonds or other indebtedness, N.J.S.A. 18A:17-12;
 - k. Preparing a summary of the annual audit and recommendations prior to the meeting of the Board to act thereon and supplying copies of the summary to interested persons, N.J.S.A. 18A:23-4;
 - l. Subscribe to bonds, notes, contracts, and other legal instruments of the Board for which the signature of the Secretary is required, N.J.S.A. 18A:24-32;
 - m. Sign all school district warrants and certify to the payroll, N.J.S.A. 18A:19-1, 19-9.
13. Perform such other duties as may be required by the Board or Superintendent.

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

First Reading:	March 12, 2001
Second Reading:	March 19, 2001
Adopted:	April 2, 2001

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

ADMINISTRATION
1330/Page 1 of 1
Evaluation of the School Business
Administrator

1330 EVALUATION OF THE SCHOOL BUSINESS ADMINISTRATOR

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

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

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

First Reading:	March 12, 2001
Second Reading:	March 19, 2001
Adopted:	April 2, 2001

1331 EVALUATION OF THE BOARD SECRETARY

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

The evaluation of the Board Secretary will consist of an assessment, by members of the Board, of the Board Secretary's performance of the duties specified in the job description approved by the Board. Reference will be made to the report of the auditor. The Board may, in its discretion, consult with staff members assigned to work with the Board Secretary.

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

First Reading:	March 12, 2001
Second Reading:	March 19, 2001
Adopted:	April 2, 2001

1400 JOB DESCRIPTIONS

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

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

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

Job descriptions will be reviewed periodically.

N.J.A.C. 6:3-1.4; 6:3-4.3; 6:11-4.6

Cross References: 1230, 1240

First Reading: March 12, 2001
Second Reading: March 19, 2001
Adopted: April 2, 2001

R 1400 JOB DESCRIPTIONS

- A. A job description shall be prepared for each job position in the district, including all administrative, educational specialist, instructional, and support staff positions. Unless otherwise directed by the Superintendent or his/her designee, the immediate supervisor is responsible for preparing a job description and for periodically reviewing it to assure conformance with current responsibilities of the position.
- B. Each job description must include:
1. The goals of the position as they relate to district goals;
 2. The minimum qualifications of the position holder, including the certificate and endorsement required for the position and such other prerequisites for employment as the possession of a license to operate a vehicle, machine or certain equipment;
 3. The functions, duties, and responsibilities of the position including any physical and environmental factors, such as pounds lifted or the need to perform work outdoors;
 4. The extent and limits of the position holder's authority; and
 5. The working relationships of the position within and outside the school district.
- C. Each job description will:
1. Be written in clear language that briefly describes the essential functions of the position;
 2. Be written in the same format, using the active and present tense, operational verbs, common terminology, and a direct, simple style; and
 3. Be gender neutral or employ both male and female pronouns.
- D. Maintenance of district job descriptions shall be the responsibility of the Office of Human Resources. Job descriptions shall be reviewed on request of the majority of persons in positions covered by the job description.
- E. Each employee shall be sent a copy of his or her current job description by the Office of Human Resources. Any revision of a job description shall be provided to each holder of a position covered by the job description within ten working days of its approval by the Board of Education.
- F. Suggested revisions to job descriptions by a job holder shall be referred initially to the job holder's immediate supervisor.

First Reading: January 28, 2002
Second Reading: February 4, 2004
Adoption: February 4, 2004

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

ADMINISTRATION
1510/page 1 of 3
Americans with Disabilities
M

1510 AMERICANS WITH DISABILITIES ACT

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

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

Employment

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

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

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

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

Facilities Maintenance and Accessibility

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

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

Service, Program, and Activity Access

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

Evaluation and Compliance

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

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

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

Enforcement – 28 CFR §35.107

The Superintendent will designate the In-House Counsel as district coordinator for matters dealing with ADA compliance. The district coordinator can be contacted at the following address or telephone number:

Office Address: 525 Academy Street
Maplewood, NJ 07040

Telephone Number: (973) 762-5600, Ext. 1849

Grievance procedures are outlined in Regulation 1510.

Guarantee of Rights

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

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

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

Notice

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

42 U.S.C. 12101 (Americans with Disabilities Act of 1990, as amended)
N.J.S.A. 10:5-1 et seq.; N.J.S.A. 18A:18A-17; N.J.A.C. 6A:14-1 et seq.; 34 CFR Part 104

Cross References: 1510, 1530, 5750

Initial Adoption: April 2, 2001

First Reading: April 24, 2017

Second Reading: May 15, 2017

Latest Adoption: May 15, 2017

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

ADMINISTRATION
1522/page 1 of 1
School-Level Planning-M

1522 SCHOOL-LEVEL PLANNING

THIS POLICY HAS BEEN REPEALED. (REFER TO N.J.S.A. 18A:7-10, et seq.)

Repealed November 24, 2014

1523 COMPREHENSIVE EQUITY PLAN

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

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

The Comprehensive Equity Plan shall include the following:

1. An annual assessment (i.e. statement of assurance) of the school district's needs for achieving equity in educational programs. The assessment shall include staffing practices, quality-of-program data, stakeholder-satisfaction data, and student assessment including, but not limited to, enrollment, course request and achievement data across all levels, grades 8-12, and discipline data disaggregated by gender, race, ethnicity, limited English proficiency, special education, migrant, date of enrollment, student suspension, expulsion, Child Study Team referrals, preschool through grade twelve promotion/retention data, preschool through grade twelve completion rates, and re-examination and re-evaluation of classification and placement of students in special education programs if there is overrepresentation within a certain group;
2. A description of how other Federal, State, and district policies, programs, and practices are aligned to the Comprehensive Equity Plan;
3. Progress targets for closing the achievement gap;
4. Professional development targets regarding the knowledge and skills needed to provide a thorough and efficient education as defined by the Core Curriculum Content Standards; differentiated instruction and formative assessments aligned to Core Curriculum Content Standards; culturally responsive instruction and assessments; and high expectations for teaching and learning; and
5. Annual targets addressing district needs in equity in school and classroom practices that are aligned to professional development targets.

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

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

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

Previous Adoptions: April 19, 2004 & March 21, 2011

First Reading: April 24, 2017
Second Reading: May 15, 2017
Latest Adoption: May 15, 2017

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

ADMINISTRATION
1530/page 1 of 1
Equal Employment Opportunity
M

1530 EQUAL EMPLOYMENT OPPORTUNITY

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

Each otherwise qualified person shall be offered equal access to all categories of employment and equal pay for equal work in this district without regard to the candidate's race, color, creed, religion, national origin, ancestry, age, marital or domestic partnership of civil union status, affectional or sexual orientation, nationality, sex, gender identity or expression, atypical cellular or blood trait, military service, genetic information, socio-economic status, or disability. The school district's employment applications and pre-employment inquiries shall conform to the guidelines of the New Jersey Division of Civil Rights.

The Board discourages practices that are likely to result in imbalance and isolation of any of the foregoing groups among the district's certificated and non-certificated staff and within every category of employment, including administration. In addition, the Superintendent shall employ recruitment techniques designed to provide a diverse pool of applicants for all open positions. Promotions and transfers will be monitored to ensure non-discrimination.

For the purpose of this policy, "disability" shall have the meaning defined in Policy 1510.

The Board shall not enter into, or maintain, any contracts with a person, agency, or organization if it has knowledge that such person, agency, or organization discriminates on the basis of race, color, creed, religion, national origin, ancestry, age, marital or domestic partnership of civil union status, affectional or sexual orientation, nationality, sex, gender identity or expression, atypical cellular or blood trait, military service, genetic information, socio-economic status, or disability, either in employment practices or in the provision of benefits or services to pupils or employees.

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

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

42 U.S.C.A. 12101 et seq.
N.J.S.A. 10:5-1 et seq.
N.J.S.A. 18A:6-5, 6-6; 18A:28-10; 18A:29-2
N.J.A.C. 6A:7-1.1 et seq.

Cross Reference: 1510

Initial Adoption: April 2, 2001
First Reading: June 20, 2016
Second Reading: July 18, 2016
Latest Adoption: July 18, 2016

R 1530 EQUAL EMPLOYMENT OPPORTUNITY COMPLAINT PROCEDURE

A. Purpose and Application

1. The purpose of this procedure is to give any district employee or candidate for employment the opportunity to appeal an alleged denial of equal employment opportunity in violation of state and federal laws and Policy No. 1530, guaranteeing *"equal access to all categories of employment without regard to the candidate's race, color, creed, religion, national origin, ancestry, age, marital status, sexual orientation, gender, socio-economic status, or disability."*
2. This procedure is intended to facilitate an equitable and just resolution of a dispute at the most immediate level and should be implemented in an informal manner.
3. Every reasonable effort will be made to expedite the process in the interest of a prompt resolution. Time limits may, however, be extended with the consent of all parties.
4. All participants in the procedure will respect the confidentiality that this district accords to information about individual employees.

B. Definitions

1. "Board of Education" means the Board of Education of the South Orange and Maplewood School District.
2. "Complaint" means an alleged discriminatory act or practice.
3. "Complainant" means any staff member who alleges a discriminatory act or practice.
4. "Discriminatory act or practice" means denial of equal employment opportunity in violation of state and federal laws and Policy No. 1530.
5. "School district" means the South Orange and Maplewood School District.

C. Procedure

1. A complainant who believes that he/she has been harmed or adversely affected by a discriminatory practice or act prohibited by law and/or policy shall discuss the matter with his/her immediate supervisor in an attempt to resolve the matter informally.
2. If the matter is not resolved to the satisfaction of the complainant within ten working days, the complainant may submit a written complaint to the Affirmative Action Officer. The complaint will include:
 - a. The complainant's name and address,
 - b. The specific act or practice that the complainant complains of,
 - c. The school employee, if any, responsible for the allegedly discriminatory act,
 - d. The results of discussions conducted in accordance with ¶C1, and
 - e. The reasons why those results are not satisfactory.

3. The Affirmative Action Officer will investigate the matter informally and will respond to the complaint in writing no later than ten working days after receipt of the written complaint. A copy of the complaint and the response will be forwarded to the Superintendent.
4. The response of the Affirmative Action Officer may be appealed to the Superintendent in writing within ten working days after it has been received by the complainant. The appeal will include the original complaint, the response to the complaint, and the complainant's reason for rejecting the response. A copy of the appeal must be given to the staff member alleged to have acted discriminatorily.
5. On his or her timely request (that is, submitted before the expiration of the time within which the Superintendent must render a decision), the complainant will be given an informal hearing before the Superintendent, at a time and place convenient to the parties, but no later than ten working days after the request for a hearing has been submitted. The Superintendent may also require the presence at the hearing of the staff member charged with a discriminatory act and any other person with knowledge of the act complained of.
6. The Superintendent will render a written decision in the matter no later than ten working days after the appeal was filed or the hearing was held, whichever occurred later. Copies of the decision will be given to all parties.
7. The complainant may appeal the Superintendent's decision to the Board by filing a written appeal with the Board Secretary no later than ten working days after receipt of the Superintendent's decision. The appeal shall include:
 - a. The original complaint,
 - b. The response to the complaint,
 - c. The Superintendent's decision,
 - d. A transcript of the hearing, if one has been made, or a summary of the hearing to which all parties have consented, and
 - e. The complainant's reason for believing the Superintendent's decision should be changed.
8. A copy of the appeal to the Board must be given to the staff member, if any, charged with a discriminatory act.
9. The Board will review all papers submitted and may render a decision on the basis of the proceedings below. If the complainant so requests, the Board may convene a hearing, at which all parties may be represented by counsel and may present and examine witnesses, who will testify under oath.
10. The Board will render a written decision no later than thirty calendar days after the appeal was filed or the hearing held, whichever occurred later. Copies of the decision will be given to all parties.

11. The complainant will be informed of his/her right to appeal the Board's decision to the:

- a. Commissioner of Education
Division of Controversies and Disputes
New Jersey Department of Education
100 Riverview Plaza
PO Box 500 Telephone: (609) 292-5705
Trenton, NJ 08625 FAX: (609) 292-4333

or the

- b. New Jersey Division on Civil Rights
31 Clinton Street, Third Floor
Newark, NJ 07102 Telephone: (973) 648-2700

D. Record

1. The records of any complaint processed in accordance with this procedure shall be maintained in a file kept by the Affirmative Action Officer.
2. A copy of the decision rendered at the highest level of appeal will be kept in the employee's personnel file.

**James A. Corino, Ed.D.
Affirmative Action Officer
School District of South Orange and Maplewood, NJ
525 Academy Street
Maplewood, NJ 07040
(973-762-5600 X 1826)**

Issued: JANUARY 2004

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

ADMINISTRATION
1540/page 1 of 2
Administrator's Code of Ethics

1540 ADMINISTRATOR'S CODE OF ETHICS

Definitions

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

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

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

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

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

Code of Ethics

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

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

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

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

ADMINISTRATION
1540/page 2 of 2
Administrator's Code of Ethics

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

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

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

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

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

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

Each administrator shall annually, in accordance with N.J.S.A. 18A: 12-25 and 18A: 12-26, file a disclosure statement regarding potential conflicts of interest.

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

Cross References: 0142, 0142.1

First Reading: March 12, 2001
Second Reading: March 19, 2001
Adopted: April 2, 2001

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

ADMINISTRATION
1550/page 1 of 1
Affirmative Action Program for
Employment and Contract Practices
M

1550 AFFIRMATIVE ACTION PROGRAM FOR EMPLOYMENT AND CONTRACT PRACTICES

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

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

The Board will not enter into any contract with a person, agency, or organization that discriminates on the basis of race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, religion, disability, or socioeconomic status, either in employment practices or in the provision of benefits or services to students or employees.

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

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

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

See also related Policy 1140 Affirmative Action Program.

Initial Adoption: April 2, 2001

First Reading: April 24, 2017

Second Reading: May 15, 2017

Latest Adoption: May 15, 2017

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

ADMINISTRATION

1581/Page 1 of 4

VICTIM OF DOMESTIC OR SEXUAL VIOLENCE LEAVE
(M)

1581 VICTIM OF DOMESTIC OR SEXUAL VIOLENCE LEAVE (M)

In accordance with the provisions of N.J.S.A. 34:11C-1 et seq., an employee who was a victim of an incident of domestic violence as defined in Section 3 of P.L.1991, c.261 (C.2C:25-19) or a sexually violent offense as defined in Section 3 of P.L.1998, c.71 (C.30:4-27.26), or whose child, parent, spouse, domestic partner, or civil union partner was a victim shall be entitled to unpaid leave of no more than twenty days in one twelve-month period, to be used in the twelve-month period following any incident of domestic violence or any sexually violent offense as provided in N.J.S.A. 34:11C-1 et seq.

For the purposes of N.J.S.A. 34:11C-1 et seq. and this Policy, an "employee" means a person who is employed for at least twelve months by the Board of Education, with respect to whom benefits are sought under N.J.S.A. 34:11C-1 et seq. – "NJ SAFE Act" for not less than 1,000 hours during the immediately preceding twelve-month period.

For the purposes of N.J.S.A. 34:11C-3 and this Policy, each incident of domestic violence or any sexually violent offense shall constitute a separate offense for which an employee is entitled to unpaid leave, provided the employee has not exhausted the allotted twenty days for the twelve-month period. The unpaid leave may be taken intermittently in intervals of no less than one day, as needed for the purpose of engaging in any of the following activities as they relate to the incident of domestic violence or a sexually violent offense:

1. Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's child, parent, spouse, domestic partner, or civil union partner;
2. Obtaining services from a victim services organization for the employee or the employee's child, parent, spouse, domestic partner, or civil union partner;
3. Obtaining psychological or other counseling for the employee or the employee's child, parent, spouse, domestic partner, or civil union partner;
4. Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's child, parent, spouse, domestic partner, or civil union partner from future domestic or sexual violence or to ensure economic security;

5. Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's child, parent, spouse, domestic partner, or civil union partner, including preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic or sexual violence; or
6. Attending, participating in, or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which the employee or the employee's child, parent, spouse, domestic partner, or civil union partner, was a victim.

An eligible employee may elect, or the Board of Education may require the employee, to use any of the accrued paid vacation leave, personal leave, or medical or sick leave (in accordance with the provisions of N.J.S.A. 18A:30-1) during any part of the twenty-day period of unpaid leave provided under N.J.S.A. 34:11C-1 et seq. In such case, any paid leave provided by the Board, and accrued pursuant to established policies of the Board, shall run concurrently with the unpaid leave provided under N.J.S.A. 34:11C-1 et seq. and, accordingly, the employee shall receive pay pursuant to the Board's applicable paid leave policy during the period of otherwise unpaid leave. If an employee requests leave for a reason covered by both N.J.S.A. 34:11C-1 et seq. and the "Family Leave Act," P.L.1989, c.261 (C.34:11B-1 et seq.) or the Federal "Family and Medical Leave Act of 1993," Pub.L.103-3 (29 U.S.C. § 2601 et seq.), the leave shall count simultaneously against the employee's entitlement under each respective law.

Leave granted under N.J.S.A. 34:11C-1 et seq. and this Policy shall not conflict with any rights pursuant to the "Family Leave Act," P.L.1989, c.261 (C.34:11B-1 et seq.), the "Temporary Disability Benefits Law," P.L.1948, c.110 (C.43:21-25 et seq.), or the Federal "Family and Medical Leave Act of 1993," Pub.L.103-3 (29 U.S.C. § 2601 et seq.).

Prior to taking this leave an employee shall, if the necessity for the leave is foreseeable, provide the Superintendent of Schools with written notice of the need for the leave. The notice shall be provided as far in advance as is reasonable and practical under the circumstances.

Nothing contained in N.J.S.A. 34:11C-1 et seq. and this Policy shall be construed to prohibit the Superintendent from requiring that a period of this leave be supported by the employee with documentation of the domestic violence or a sexually violent offense which is the basis for the leave. If documentation is required, the employee shall be regarded as having provided sufficient documentation if the employee provides one or more of the following:

1. A domestic violence restraining order or other documentation of equitable relief issued by a court of competent jurisdiction;
2. A letter or other written documentation from the county or municipal prosecutor documenting the domestic violence or a sexually violent offense;

3. Documentation of the conviction of a person for the domestic violence or a sexually violent offense;
4. Medical documentation of the domestic violence or a sexually violent offense;
5. Certification from a certified Domestic Violence Specialist or the director of a designated domestic violence agency or Rape Crisis Center, stating that the employee or employee's child, parent, spouse, domestic partner, or civil union partner is a victim of domestic violence or a sexually violent offense; or
6. Other documentation or certification of the domestic violence or a sexually violent offense provided by a social worker, member of the clergy, shelter worker, or other professional who has assisted the employee or employee's child, parent, spouse, domestic partner, or civil union partner in dealing with the domestic violence or a sexually violent offenses.

For the purposes of N.J.S.A. 34:11C-1 et seq. and this Policy, "Certified Domestic Violence Specialist" means a person who has fulfilled the requirements of certification as a Domestic Violence Specialist established by the New Jersey Association of Domestic Violence Professionals; and "designated domestic violence agency" means a county-wide organization with a primary purpose to provide services to victims of domestic violence, and which provides services that conform to the core domestic violence services profile as defined by the Division of Child Protection and Permanency in the Department of Children and Families and is under contract with the division for the express purpose of providing the services.

For the purposes of N.J.S.A. 34:11C-1 et seq. and this Policy, "Rape Crisis Center" means an office, institution, or center offering assistance to victims of sexual offenses through crisis intervention, medical and legal information, and follow-up counseling.

The Board shall display conspicuous notice of its employees' rights and obligations pursuant to the provisions of N.J.S.A. 34:11C-1 et seq., in such form and in such manner as the Commissioner of Labor and Workforce Development shall prescribe, and use other appropriate means to keep its employees so informed.

No provision of N.J.S.A. 34:11C-1 et seq. and this Policy shall be construed as requiring or permitting the Board to reduce employment benefits provided by the Board or required by a collective bargaining agreement which are in excess of those required by N.J.S.A. 34:11C-1 et seq. Nor shall any provision of N.J.S.A. 34:11C-1 et seq. be construed to prohibit the negotiation and provision through collective bargaining agreements of leave policies or benefit programs which provide benefits in excess of those required by N.J.S.A. 34:11C-1 et seq. This provision shall apply irrespective of the date that a collective bargaining agreement takes effect.

Nothing contained in N.J.S.A. 34:11C-1 et seq. and this Policy shall be construed as permitting the Board to:

1. Rescind or reduce any employment benefit accrued prior to the date on which the leave taken pursuant to N.J.S.A. 34:11C-1 et seq. commenced; or
2. Rescind or reduce any employment benefit, unless the rescission or reduction of the benefit is based on changes that would have occurred if an employee continued to work without taking the leave provided pursuant to N.J.S.A. 34:11C-1 et seq.

All information and/or documentation provided to the Board or Superintendent of Schools pursuant to N.J.S.A. 34:11C-1 et seq., any information regarding a leave taken pursuant to N.J.S.A. 34:11C-1 et seq., and any failure of an employee to return to work, shall be retained in the strictest confidentiality, unless the disclosure is voluntarily authorized in writing by the employee or is required by a Federal or State law, rule, or regulation.

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

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

First Reading: June 16, 2014
Second Reading: July 28, 2014
Adopted: July 28, 2014

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

ADMINISTRATION
1620/page 1 of 3
Administrative Employment Contracts

1620 ADMINISTRATIVE EMPLOYMENT CONTRACTS

The Executive County Superintendent shall review and approve for all Superintendents, Deputy Superintendents, Assistant Superintendents, and School Business Administrators in school districts, county vocational school districts, county special services school districts and other districts, except charters, within the County under the supervision of the Executive County Superintendent:

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

In counties where there is no Executive County Superintendent or Acting Executive County Superintendent, the Assistant Commissioner for Field Services shall review and approve all above contracts.

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

The public notice and public hearing required pursuant to N.J.S.A. 18A:11-11 is applicable to a Board that renegotiates, extends, amends, or otherwise alters the terms of an existing contract with the Superintendent of Schools, Deputy Superintendent, Assistant Superintendents, or School Business Administrator.

The public notice and public hearings requirements of N.J.S.A. 18A:11-11 do not apply to annual renewal contracts that replace but do not amend expired contracts for existing employees in one of the positions, whether tenured or not tenured.

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

The review and approval shall be consistent with the following additional standards:

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

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

ADMINISTRATION
1620/page 2 of 3
Administrative Employment Contracts

2. No contract shall include provisions that are inconsistent with the travel requirements pursuant to N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7 including, but not limited to, the provisions for mileage reimbursement and reimbursement for meals and lodging in New Jersey. Any contractual provision that is inconsistent with law is superseded by the law.
3. No contract shall include provisions for the reimbursement or payment of employee contributions that are either required by law or by a contract in effect in the district with other teaching staff members, such as payment of the employee's State or federal taxes, or of the employee's contributions to FICA, Medicare, State pensions and annuities (TPAF), life insurance, disability insurance (if offered), and health benefit costs.
4. No contract shall contain a payment as a condition of separation from service that is deemed by the Executive County Superintendent to be prohibited or excessive in nature. The payment cannot exceed the lesser of the calculation of three months pay for every year remaining on the contract with pro-ratio for partial years, not to exceed twelve months, or the remaining salary amount due under the contract.
5. No contract shall include benefits that supplement or duplicate benefits that are otherwise available to the employee by operation of law, an existing group plan, or other means; e.g., an annuity or life insurance plan that supplements or duplicates a plan already made available to the employee. Notwithstanding the provisions of this section, a contract may contain an annuity where those benefits are already contained in the existing contract between the employee and the district.
6. Contractual provisions regarding accumulation of sick leave and supplemental compensation for accumulated sick leave shall be consistent with N.J.S.A. 18A:30-3.5. Supplemental payment for accumulated sick leave shall be payable only at the time of retirement and shall not be paid to the individual's estate or beneficiaries in the event of the individual's death prior to retirement. Pursuant to N.J.S.A. 18A:30-3.2, a new Board of Education contract may include credit of unused sick leave in accordance with the new Board of Education's policy on sick leave credit for all employees.
7. Contractual provisions regarding accumulation of unused vacation leave and supplemental compensation for accumulated unused vacation leave shall be consistent with N.J.S.A. 18A:30-9. Contractual provisions for payments of accumulated vacation leave prior to separation can be included but only for leave accumulated prior to June 8, 2007 and remaining unused at the time of payment. Supplemental payments for unused vacation leave accrued consistent with the provisions of N.J.S.A. 18A:30-9 after June 8, 2007 as well as unused vacation leave accumulated prior to June 8, 2007 that has not been paid, shall be payable at the time of separation and may be paid to the individual's estate or beneficiaries in the event of the individual's death prior to separation.

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

ADMINISTRATION
1620/page 3 of 3
Administrative Employment Contracts

8. Contractual provisions that include a calculation of per diem for twelve month employees shall be based on a two hundred sixty day work year.
9. No provision for a bonus shall be made except where payment is contingent upon achievement of measurable specific performance objectives expressly contained in a contract approved pursuant to N.J.A.C. 6A:23A-3.1, where compensation is deemed reasonable relative to the established performance objectives, and achievement of the performance objectives has been documented to the satisfaction of the Board of Education.
10. No provision for payment at the time of separation or retirement shall be made for work not performed except as otherwise authorized above.
11. No contract shall include a provision for a monthly allowance except for a reasonable car allowance. A reasonable car allowance cannot exceed the monthly cost of the average monthly miles traveled for business purposes multiplied by the allowable mileage reimbursement pursuant to applicable law and regulation and NJOMB circulars. If such allowance is included, the employee cannot be reimbursed for business travel mileage nor assigned permanently a car for official district business. Any provision of a car for official district business must conform with N.J.A.C. 6A:23A-6.12 and be supported by detailed justification. No contract can include a provision of a dedicated driver or chauffeur.
12. All Superintendent contracts shall include the required provision pursuant to N.J.S.A. 18A:17-15.1 which states that in the event the Superintendent's certificate is revoked, the contract is null and void.
13. No contract shall include a provision for additional compensation upon the acquisition of a graduate degree unless the graduate degree is conferred by a duly accredited institution of higher education as defined in N.J.A.C. 6A:9-2.1. No contract shall include a provision for assistance or tuition reimbursement, or for additional compensation for graduate school coursework, unless such coursework culminates in the acquisition of a graduate degree conferred by a duly accredited institution of higher education as defined in N.J.A.C. 6A:9-2.1.

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

N.J.A.C. 6A:23A-3.1; 6A:23A-7 et seq.

First Reading: March 22, 2010
Second Reading: April 19, 2010
Adopted: April 19, 2010