

3111 CREATING POSITIONS

[See **POLICY ALERT Nos. 96, 172 and 209**]

The Board of Education recognizes its authority to create and fill teaching staff member positions to implement a thorough and efficient system of free public schools.

The Board shall, upon the Superintendent's recommendation, create new positions as required and approve job titles and job descriptions. The job description shall outline the background experiences and personal qualities, if any, to be required of candidates or preferred among applicants for a particular position.

The Superintendent shall recommend to the Board such new positions or additions to existing employment categories as may be required by the specific instructional needs of students of the district and each school within the district.

In accordance with the provisions of N.J.A.C. 6A:9B-5.5, titles assigned to teaching staff members shall be recognized by the New Jersey Department of Education. The Department of Education shall maintain and make available a list of approved job titles with corresponding authorized certificates. In the event the Board desires to use an unrecognized title, or if a previously established unrecognized title exists, the Board, prior to appointing a candidate, shall submit to the Executive County Superintendent a written request, including a detailed job description, for permission to use the proposed title. The Executive County Superintendent shall exercise discretion regarding approval of the request and shall determine the appropriate certification and title for the position.

The Executive County Superintendent shall review annually all previously approved unrecognized position titles and shall determine whether the titles will be continued for the next school year. Decisions rendered by the Executive County Superintendent regarding titles and certificates for unrecognized positions shall be binding upon future seniority determinations on a case-by-case basis.

N.J.S.A. 18A:16-1; 18A:28-1 et seq.

N.J.A.C. 6A:9B-5.1; 6A:9B-5.5

Adopted:

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3124 EMPLOYMENT CONTRACT

3124 EMPLOYMENT CONTRACT

[See **POLICY ALERT Nos. 140, 172 and 209**]

The Board of Education requires that every nontenured teaching staff member employed by this district annually sign an employment contract for a term of not more than one year.

The employment contract shall include the specific title of the position to which the teaching staff member is appointed; the term for which employment is contracted, including beginning and ending dates; a full description of the certification held by the teaching staff member and the date, if any, on which certification will expire, if applicable; the salary at which the teaching staff member will be employed; and the intervals at which the salary will be paid.

The employment contract will also include a provision for termination of the contract by either the teaching staff member or the Board of Education unless the teaching staff member is represented by a collective bargaining agreement and the agreement has termination provisions.

[Optional

If the teaching staff member is not represented by a collective bargaining agreement or the collective bargaining agreement does not have provisions for termination, the nontenured teaching staff member may terminate the contract with a _____ calendar day notice and the Board may terminate the contract for non-tenured teaching staff members with a _____ calendar day notice.]

[Optional

In the event that the salary entered on the written contract differs from that approved by the Board in a resolution duly adopted, the salary approved by the Board shall be the salary paid.]

N.J.S.A. 18A:27-2 et seq.; 18A:28-8

N.J.A.C. 6A:9B-5.1; 6A:9B-5.4

Adopted:

3125.2 EMPLOYMENT OF SUBSTITUTE TEACHERS

[See POLICY ALERT No. 193 and 209]

The Board of Education will employ substitutes in order to ensure continuity in the instructional program and will approve a list of substitutes on an annual basis and additional approved substitutes will be added to the approved list throughout the school year. Substitute teachers will be employed from the substitute list recommended by the Superintendent and approved by the Board. The Board shall also approve the substitute rate of pay.

All substitute teachers must possess a substitute credential issued by the New Jersey State Board of Examiners in accordance with the provisions of N.J.A.C. 6A:9B-7.1 et seq. All substitute teachers are required to undergo a criminal history record check in accordance with the provisions of N.J.S.A. 18A:6-7.1 et seq. and New Jersey Department of Education regulations and procedures for criminal history record checks. In accordance with the provisions of N.J.S.A. 18A:6-7.1b., a substitute teacher who is rehired annually by the Board shall only be required to undergo a criminal history record check as required by N.J.S.A. 18A:6-7.1 et seq. upon initial employment, provided the substitute continues in the employ of at least one of the districts at which the substitute was employed within one year of the approval of the criminal history record check.

A substitute teacher shall follow the daily lesson plan provided by the regular teacher and, when that plan is exhausted or unavailable, the instructions of the Principal. A substitute teacher may not plan or direct an instructional program except as expressly permitted by the Superintendent.

In accordance with the provisions of N.J.S.A. 18A:16-1.1b. and N.J.A.C. 6A:9B-7.4(c), a vacant teaching position may only be filled by one or more individuals employed as substitute teachers and holding an instructional certificate of eligibility (CE), certificate of eligibility with advanced standing (CEAS), or standard certificate issued by the New Jersey State Board of Examiners with an endorsement within the scope of the subject being taught for no more than sixty instructional days in the same classroom per year. The sixty day limit may be extended if the Executive County Superintendent is notified of an extension by the school district which shall demonstrate:

1. The school district was unable to hire an appropriately certified teacher for the vacant position;
2. The school district is filling the position subject to the limitations in a local contract or N.J.A.C. 6A:9B-7.1; and
3. Holders of an instructional CE or CEAS with an endorsement within the scope of the subject being taught meet the following provisions:
 - a. CE or CEAS holders obtain a provisional certificate;

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3125.2 EMPLOYMENT OF SUBSTITUTE TEACHERS

- b. CE or CEAS holders are enrolled in a district mentoring program upon obtaining a provisional certificate;
- c. CE holders are accepted into a CE educator program and will begin coursework in the program's next available cohort.

In the event that one individual employed pursuant to the provisions of N.J.S.A. 18A:16-1.1b. is employed in the same position for more than sixty days, the substitute shall be compensated by the school district on a pro-rata basis consistent with the salary provided to a teacher with similar credentials in the school district.

In accordance with the provisions of N.J.S.A. 18A:16-1.1c. and N.J.A.C. 6A:9B-7.4(b), a vacant teaching position may only be filled by one or more individuals employed as substitute teachers and holding an instructional CE, or a CEAS, or a standard certificate issued by the New Jersey State Board of Examiners with an endorsement not within the scope of the subject being taught for no more than forty instructional days in the same classroom per year. The Executive County Superintendent of Schools shall be notified by the Superintendent or designee if a holder of an instructional CE or CEAS substitutes for more than twenty instructional days in the same classroom.

Holders of a career and technical education substitute credential pursuant to N.J.A.C. 6A:9B-7.5 shall be permitted to substitute for no more than forty instructional days in the same classroom per year in accordance with the provisions of N.J.A.C. 6A:9B-7.4(b)2.

In accordance with the provisions of N.J.S.A. 18A:16-1.1a. and N.J.A.C. 6A:9B-7.4(a), a vacant teaching position may only be filled by one or more individuals holding a substitute credential or holding an administrative or educational services certificate without an instructional CE, CEAS, or standard certificate issued by the New Jersey State Board of Education pursuant to the provisions of N.J.S.A. 18A:6-38 for no more than twenty instructional days in the same classroom per year. The Commissioner of Education may grant an extension of up to an additional twenty school days upon written application from the school district demonstrating the district's inability to hire an appropriately certified teacher for the vacant position within the original twenty-day time limit.

N.J.S.A. 18A:6-7.1 et seq.; 18A:16-1.1a.; 18A:16-1.1b.;
18A:16-1.1c.; 18A:16-1.1d.
N.J.A.C. 6A:9B-7.1; 6A:9B-7.2; 6A:9B-7.3; 6A:9B-7.4;
6A:9B-7.5

Adopted:

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3125.2 EMPLOYMENT OF SUBSTITUTE TEACHERS

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3134 ASSIGNMENT OF EXTRA DUTIES

3134 ASSIGNMENT OF EXTRA DUTIES

[See POLICY ALERT No. 223]

The professional responsibilities of teaching staff members include such extra duties as may be assigned by the Superintendent or designee. The Superintendent or designee will, in accordance with the Board of Education's managerial prerogative, assign teaching staff members extra duties that are in accordance with applicable law and any collective bargaining agreement.

All aspects of assignment to, retention in, dismissal from, and any terms and conditions of employment concerning extra-curricular activities shall be deemed mandatory subjects for collective negotiations in accordance with the provisions of N.J.S.A. 34:13A-23.

Performance in any extra duties may be considered in a teaching staff member's evaluation.

N.J.S.A. 18A:27-4

N.J.S.A. 34:13A-23

Adopted:

3141 RESIGNATION

[See **POLICY ALERT Nos. 140, 172 and 209**]

The Board of Education will enter a contract with each nontenured teaching staff member providing, in part, for the termination of employment by either party on proper notice in accordance with Policy 3124.

An employee's resignation must be tendered to the Board through the Superintendent who may accept the resignation on behalf of the Board. Any such acceptance of a resignation will be ratified by the Board at its next meeting.

A member who offers insufficient notice of resignation will be paid only through the last day of service. In addition, the Board may notify the Commissioner of Education of any tenured teaching staff member who terminates his/her position without having given sixty days written notice to the Board unless the Board approves the tenured teaching staff member's release on shorter notice. The Commissioner of Education may suspend the tenured teaching staff member's certificate for not more than one year for failure to give such notice.

N.J.S.A. 18A:26-10; 18A:28-8

N.J.A.C. 6A:9B-4.8

Adopted:

3144.12 CERTIFICATION OF TENURE CHARGES - INEFFICIENCY (M)

[See **POLICY ALERT No. 200**]

M

In accordance with the provisions of N.J.S.A. 18A:6-17.3 and notwithstanding the provisions of N.J.S.A. 18A:6-11 or any other section of law to the contrary, in the case of a teacher, Principal, Assistant Principal, and Vice Principal, the Superintendent shall promptly file with the Secretary of the Board of Education a charge of inefficiency whenever the employee is rated ineffective or partially effective in an annual summative evaluation and the following year is rated ineffective in the annual summative evaluation.

If the teacher, Principal, Assistant Principal, or Vice Principal is rated partially effective in two consecutive annual summative evaluations or is rated ineffective in an annual summative evaluation and the following year is rated partially effective in the annual summative evaluation, the Superintendent shall promptly file with the Secretary of the Board of Education a charge of inefficiency, except that the Superintendent upon a written finding of exceptional circumstances may defer the filing of tenure charges until after the next annual summative evaluation. If the employee is not rated effective or highly effective on this next annual summative evaluation, the Superintendent shall promptly file a charge of inefficiency.

Within thirty days of the filing, the Board of Education shall forward a written charge to the Commissioner of Education, unless the Board of Education determines the evaluation process has not been followed.

Notwithstanding the provisions of N.J.S.A. 18A:6-16 or any other section of law to the contrary, upon receipt of a charge pursuant to N.J.S.A. 18A:6-17.3.a, and this Policy, the Commissioner of Education shall examine the charge. The individual against whom the charges are filed shall have ten days to submit a written response to the charges to the Commissioner of Education. The Commissioner of Education shall, within five days immediately following the period provided for a written response to the charges, refer the case to an arbitrator and appoint an arbitrator to hear the case, unless the Commissioner determines the evaluation process has not been followed.

The only evaluations which may be used for purposes of N.J.S.A. 18A:6-17.3 are those evaluations conducted in accordance with a rubric adopted by the Board of Education and approved by the Commissioner of Education pursuant to P.L.2012, c.26 – N.J.S.A. 18A:6-117 et seq.

N.J.S.A. 18A:6-11; 18A:6-17.3

Adopted:

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3144.12 CERTIFICATION OF TENURE CHARGES - INEFFICIENCY (M)

3144 CERTIFICATION OF TENURE CHARGES

[See **POLICY MEMO No. 27**]

[See **POLICY ALERT Nos. 86, 172, 190, 201 and 209**]

Tenure charges may be instituted against a tenured staff member of the district in accordance with the provisions of N.J.A.C. 6A:3-5.1 et seq. In all instances of the filing and certification of tenure charges, except charges filed against a teacher, Principal, Assistant Principal, or Vice Principal for reasons of inefficiency pursuant to N.J.S.A. 18A:6-17.3, the procedures and timelines outlined in N.J.A.C. 6A:3-5.1(b) shall be observed. In the event the tenure charges are charges of inefficiency pursuant to N.J.S.A. 18A:6-17.3, except in the case of Principals, Assistant Principals, and Vice Principals in school districts under full State intervention, where procedures are governed by the provisions of N.J.S.A. 18A:7A-45 and such rules as may be promulgated to implement it, the procedures and timelines outlined in N.J.A.C. 6A:3-5.1(c) shall be observed.

Filing and service of petition of appeal as outlined in N.J.A.C. 6A:3-1.3, shall not apply in a case of charges filed with the Commissioner of Education against an employee of a Board of Education or of a school district under full State intervention. In place of the usual petition, the Board of Education or the State District Superintendent shall file written charges and the required certificate of determination with the Commissioner together with the name of the attorney who is anticipated for administrative purposes will be representing the Board of Education or State District Superintendent and proof of service upon the employee and the employee's representative, if known. Such service shall be at the same time and in the same manner as the filing of charges with the Commissioner.

In accordance with N.J.S.A. 34:13A-24, fines and suspensions imposed as minor discipline shall not constitute a reduction in compensation pursuant to the provisions of N.J.S.A. 18A:6-10 where the negotiated agreement between the Board of Education and the majority representative of the employees in the appropriate collective bargaining unit provides for such discipline. In these cases, tenure charges shall not be filed to impose minor discipline on a person serving under tenure.

The Board of Education or the State District Superintendent shall determine whether there is probable cause to credit the evidence in support of the charges and whether such charges, if credited, are sufficient to warrant a dismissal or reduction of salary. Pursuant to N.J.S.A. 18A:6-11, all deliberations and actions of the Board of Education with respect to such charges shall take place at a closed/executive session meeting. In the event the Board of Education or the State District Superintendent finds probable cause exists and that the charges, if credited, are sufficient to warrant a dismissal or reduction of salary, then the Board or the State District Superintendent shall file, within fifteen days, written charges with the Commissioner. The charge(s) shall be stated with specificity as to the action or behavior underlying the charges or the nature of the alleged inefficiency and shall be accompanied by the required certificate of determination together with the name of the attorney who is anticipated for administrative

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3144 CERTIFICATION OF TENURE CHARGES

purposes will be representing the Board of Education or State District Superintendent and proof of service upon the employee and the employee's representative, if known. Such service shall be at the same time and in the same manner as the filing of charges with the Commissioner.

The certificate of determination that accompanies the written charges shall contain a certification by the Board Secretary or the State District Superintendent including that a determination was made of the charges and the evidence in support of the charges are sufficient, if true in fact, to warrant dismissal or a reduction in salary; of the date, place, and time of the meeting at which such determination was made and whether or not the employee was suspended and, if so, whether such suspension was with or without pay; that such determination was made by a majority vote of the whole number of members of the Board of Education or by the State District Superintendent in accordance with N.J.S.A. 18A:7A-39.

An individual against whom tenure charges are certified shall file a written response to the charges in accordance with the provisions of N.J.A.C. 6A:3-5.3 et seq. The Commissioner shall determine whether such charge(s) are sufficient, if true, to warrant dismissal or reduction in salary in accordance with the provisions of N.J.A.C. 6A:3-5.5. Any withdrawal, settlement, or mooted of tenure charges shall be in accordance with the provisions of N.J.A.C. 6A:3-5.6.

Certification of tenure charges for Charter School employees shall be governed by N.J.A.C. 6A:11-6.1 et seq.

N.J.S.A. 18A:6-8.3; 18A:6-10; 18A:6-11;
18A:6-13; 18A:6-14;
18A:6-16; 18A:25-6; 18A:25-7
N.J.A.C. 6A:3-5.1; 6A:3-5.2; 6A:3-5.3; 6A:3-5.5;
6A:3-5.6

Adopted:

3150 DISCIPLINE

[See **POLICY ALERT No. 106**]

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

The Superintendent shall deal with disciplinary matters on a case by case basis. Discipline measures will include verbal and written warnings as appropriate and will provide, wherever possible, for progressive penalties for repeated violations. Penalties may include suspension, withholding one or more increments, and dismissal.

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

N.J.S.A. 18A:25-7; 18A:27-4

N.J.S.A. 34:13A-1 et seq.; 34:19-1

Adopted:

3151 ASSESSMENT OF PAY

The Board of Education believes that the proper performance of a teaching staff member's professional duties requires the punctual commencement and proper completion of all assigned services.

The _____ shall assess the following penalties when a teaching staff member fails to render or only partially renders services for which the Board has contracted:

1. The accumulation of _____ (number) unexcused instances of tardiness in an assigned period in any one school year will result in a wage deduction in the amount of \$ _____;
2. Each unexcused instance of tardiness after the _____ (number) in the same school year will result in a wage deduction in the amount of \$ _____ for each such instance;
3. Any unexcused absence during the working day will result in a wage deduction equal to the ratio of the periods missed to the total periods scheduled, times one two-hundredths of the employee's annual salary.

The _____ shall determine whether a teaching staff member's tardiness or absence is excused or unexcused.

A record of instances of tardiness and absences will be maintained in each teaching staff member's personnel file in accordance with Board Policy No. 3212.

Optional

[The Superintendent is authorized to direct properly cautioned teaching staff members who are repeatedly tardy not to report at all on those days when they cannot report on time and to suffer such wage penalties as may be appropriate.]

N.J.S.A. 18A:25-7; 18A:27-4; 18A:29-4

Adopted:

3245 RESEARCH PROJECTS BY STAFF MEMBERS

The Board of Education encourages the participation of teaching staff members in research projects that are soundly designed and professionally conducted.

Teaching staff members may seek funding from local, state, and federal sources, public and private, for locally conducted research projects. Any research project involving students must be approved by the Board; all other research projects involving district personnel, facilities, and/or resources may be approved by the Superintendent.

An application for approval of a proposed research project must set forth the purpose of the project; a detailed description of the project; the degree to which, if any, the project will interrupt or displace the regular instructional program; a projection of the number of students, if any, and staff members who will be involved, the period of time that will be devoted to the project, and the project costs; the source of funding; any background information necessary to an understanding of the project; the means by which the project will be evaluated; and an assessment of the contribution the project will make to the educational program of this district.

A written report must be made to the Superintendent when a research project is terminated, either completed or incomplete. The Superintendent may also require progress reports during the course of any research project and may notify appropriate administrators of the conduct of any research project.

Cross reference: Policy Guide No. 9550

Adopted:

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3250 HOURS AND DAYS OF WORK

3250 HOURS AND DAYS OF WORK

The Board of Education shall establish the days and hours of work for teaching staff members for whom working days and hours have not been negotiated in collective bargaining. In no case will full-time employment in this district be less than the school day established by this Board for the instruction of students.

"Full-time employment" is employment regularly scheduled, in accordance with the school calendar, for full school days and full school weeks.

Choose only one of the following two alternatives:

___ A "full school day" is the period from _____ a.m. to _____ p.m. (If the school day differs among school facilities, this sentence should read:)

___ A "full school day" in the _____ (name(s) of facility) is the period from _____ a.m. to _____ p.m. (The sentence may be repeated as many times as necessary to accommodate school facilities on different schedules.)

___ A "full school day" is the school day established by the Board for the instruction of students plus such additional working time as may have been negotiated with the representatives of teaching staff members. The working hours of teaching staff members for whom working hours have not been negotiated shall be _____ minutes before and _____ after the students' school day.

A "full school week" is five days, Monday through Friday.

The hours and days of work for part-time employment shall, to the extent possible, be stipulated in the creation of each part-time teaching staff member position. Where the nature of a part-time employment position is such that hours and days of work are irregular and unpredictable, the Board will stipulate the maximum number of hours and days that may be worked in the position.

A teaching staff member shall not be required to perform employment services on a legal holiday, and no member's salary will be diminished because he/she did not perform employment services on a legal holiday.

N.J.S.A. 18A:25-3

Cross reference: Policy Guide No. 8220

Adopted:

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3250 HOURS AND DAYS OF WORK

3310 ACADEMIC FREEDOM

The curriculum adopted by the Board of Education is designed to address the educational goals established for this school district and to meet the needs of students. The course guides prepared for each course of study describe the material to be covered in each course and, in general, the approach to be employed by the teaching staff member responsible for the course.

The Board recognizes that some deviation from the course guide is necessary to the free exchange of ideas within the classroom. Exposure to a wide range of ideas encourages the spirit of inquiry that is essential to the learning process; the thorough examination of those ideas aids students in developing powers of reasoning and in acquiring habits of academic discipline.

The Board directs that the discussion of any issue not specifically covered by the course guide be conducted in an unprejudiced and dispassionate manner. The Board will not condone classroom discussion that is unrelated to the educational goals of this district or to the subject of the course of study, disrupts the educational process, does not match the maturity level of the students, neglects to inform students of various responsible points of view on the subject under discussion, or fails to take into account the sensibilities of the community.

Cross reference: Policy Guide No. 2240

Adopted:

3340 GRIEVANCE

The Board of Education shall develop and practice reasonable and effective means for the resolution of disputes that may arise in the employment of teaching staff members not covered by the terms of a negotiated agreement.

The Board directs that any grievance not provided for by negotiated agreement be resolved by submission to the following grievance procedure, which is designed to promote proper and equitable settlement of grievances at the lowest appropriate level and to facilitate an orderly process for the resolution of grievances.

For the purposes of this policy, "grievance" means an unresolved problem concerning the application or interpretation by an officer or employee of this district of law, regulations of the State Board of Education, the bylaws or policies of the Board, or the administrative regulations of the Superintendent; "grievant" is a district employee who alleges a grievance or the employee's representative; "party" means the grievant or any person named in the grievance as allegedly having violated a law, bylaw, policy, or regulation; and "day" means a school day.

Optional

[If the same or substantially the same alleged grievance is made by more than one employee, a single grievant may process the grievance through the grievance procedure on behalf of all grievants. The names of all the grievants will appear on all documents related to the settlement of the grievance.]

Optional

[A grievant may be represented or accompanied at any time by a person whom the grievant chooses.]

A grievant may use personal leave time when it becomes necessary to process a grievance during school hours. A grievance that arises late in the school term will be submitted to an expedited process in order that the grievance may be resolved as soon after the school term as possible. There will be no reprisal of any kind taken against any employee or employee's representative for participation in a grievance.

Optional

[All documents, communications, and records regarding the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants of the grievance.]

Any alleged grievance should, at the first instance, be discussed in one or more private, informal conferences between the parties involved or between the grievant and his/her immediate

supervisor. A grievance not resolved in one or more such private meetings may be processed in accordance with the following procedure.

Level One

Within three working days of the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing to the grievant's immediate supervisor. The written document will be a clear, concise statement of the grievance and will include the law, rule, policy, or regulation that the grievant alleges to have been violated; the factual circumstances on which the grievance is based; the person or persons involved; the decision, if any, rendered at the private conference; and the remedy sought.

Optional

[Any party to the grievance may request a personal conference with the supervisor in order to resolve the grievance.]

Within seven working days the supervisor shall present a decision to the grievant in writing. If the supervisor does not respond during the time permitted, the grievant may appeal to the next level.

Level Two

A grievant not satisfied with a decision at Level One may appeal that decision in writing to the _____ within three working days after receipt of the decision or the expiration of the time during which the decision must be rendered. The written appeal will include a copy of the original grievance; the decision rendered, if any; the name of the grievant's representative, if any; and a clear, concise statement of the reasons for the appeal of the decision.

Optional

[Any party to the grievance may request a personal conference to discuss the grievance.]

The _____ shall present a decision to the grievant within seven working days. If no decision is rendered within that time limit, the grievant may appeal to the next level.

Level Three

A grievant not satisfied with a decision at Level Two may appeal that decision in writing to the Superintendent within three working days after receipt of the decision or the expiration of the time during which the decision must be rendered. The written appeal to the Superintendent will include copies of the original grievance, the appeal of that grievance at Level Two, and the decision, if any, rendered at Level Two. Within ten working days after the delivery of the appeal,

the Superintendent shall investigate the grievance, giving all persons who participate in Levels One and Two a reasonable opportunity to be heard.

Within seven working days of the presentation of the appeal, the Superintendent shall submit a decision in writing together with the reasons that support that decision to the grievant and any other party to the grievance. If the Superintendent does not render a decision within that time limit, the grievant may appeal to the next level.

Level Four

A grievant not satisfied with the Superintendent's decision may appeal that decision in writing to the Board within three working days after the receipt of the decision or the expiration of the time during which the decision must be rendered. The written appeal to the Board will include copies of the original grievance, the appeal of that grievance at Level Two, and the decisions, if any, rendered at Levels Three and Four.

The Board shall schedule the grievance for hearing

Optional

[at a private session]

to be held within forty-five calendar days of the presentation of the appeal. The grievant shall be present at the hearing

Optional

[and may require the presence of a party to the grievance.]

Within ten calendar days of the hearing, the Board shall submit its decision in writing together with reasons that support the decision to the grievant. A copy of the decision shall be given to the Superintendent and to any other party to the grievance.

Choose only one of the following alternatives:

___ The decision of the Board shall be final.

___ Level Five (See below)

[Level Five

The grievant may appeal the decision of the Board to an arbitrator mutually chosen by the grievant and the Board. In the event the grievant and the Board are unable to agree on the

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3340 GRIEVANCE

selection of an arbitrator within ten working days, the grievant and the Board shall each select an arbitrator and the arbitrators so selected shall select a third arbitrator by agreement.

The arbitrator or arbitrators shall receive evidence and hear testimony concerning the grievance at a private hearing.

Choose only one of the following alternatives:

___ The arbitration award shall be final and binding.

___ The arbitration award shall be advisory only.]

N.J.S.A. 34:13A-5.3

Adopted:

3370 TEACHING STAFF MEMBER TENURE

[See **POLICY ALERT Nos. 140, 171**]

The Board of Education recognizes that the benefit of tenure is conferred by law on teaching staff members who have completed the requisite period of probationary service in this school district. The Board also recognizes that certain service does not qualify the teaching staff member who performs that service for the grant of tenure.

Tenure in any administrative or supervisory position as listed in N.J.S.A. 18A:28-5 shall accrue only by employment in that administrative or supervisory position. Tenure so accrued will not extend to any other administrative or supervisory position and nothing shall limit or restrict tenure rights which were or may be acquired pursuant to N.J.S.A. 18A:28-6.

The Board specifically directs that service in the following positions will not accrue toward the tenure status and will be performed only under contract renewable at the discretion of the Board:

1. Substitute teacher acting in the absence of another employee;
2. Summer school teacher;
3. Co-curricular advisor;
4. Athletic coach; and
5. Department chairperson other than a supervisor.

Nothing in this policy will be deemed to confer tenure on any employee who serves in a position not listed above and for whom tenure is not provided by law.

N.J.S.A. 18A:16-1.1; 18A:28-3 et seq.; 18A:28-5 et seq.

Adopted:

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3371 SHORT TENURE PERIOD

3371 SHORT TENURE PERIOD

The Board of Education recognizes that it is authorized by statute to create a probationary period shorter than that required by statute for any category of district employment.

Accordingly, the Board directs that any person employed as _____ who serves in that position for a period of _____ months shall have earned tenure as _____.

N.J.S.A. 18A:28-5

Adopted:

3372 TEACHING STAFF MEMBER TENURE ACQUISITION

[See **POLICY ALERT No. 200**]

In accordance with the provisions of N.J.S.A. 18A:28-5.a, teaching staff members employed prior to August 6, 2012 (the effective date of P.L.2012, c.26 – N.J.S.A. 18A:6-117 et seq.) in the positions of teacher, Principal, other than Administrative Principal, Assistant Principal, Vice Principal, Assistant Superintendent, and all school nurses including school nurse supervisors, head school nurses, chief school nurses, school nurse coordinators, and any other nurse performing school nursing services, school athletic trainer and such other employees as are in positions which require them to hold appropriate certificates issued by the Board of Examiners, serving in any school district or under any Board of Education, except those who are not the holders of proper certificates in full force and effect and School Business Administrators shared by two or more school districts, shall be under tenure during good behavior and efficiency and they shall not be dismissed or reduced in compensation except for inefficiency, incapacity, or conduct unbecoming such a teaching staff member or other just cause and then only in the manner prescribed by Subarticle B of Article 2 of Chapter 6 of N.J.S.A. 18A, after employment in the district or by the Board of Education for:

1. Three consecutive calendar years, or any shorter period which may be fixed by the employing Board for such purpose; or
2. Three consecutive academic years, together with employment at the beginning of the next succeeding academic year; or
3. The equivalent of more than three academic years within a period of any four consecutive academic years.

In accordance with the provisions of N.J.S.A. 18A:28-5.b, teaching staff members employed on or after August 6, 2012 (the effective date of P.L.2012, c.26 – N.J.S.A. 18A:6-117 et seq.) in the position of teacher, Principal, other than Administrative Principal, Assistant Principal, Vice Principal, Assistant Superintendent, and all school nurses, including school nurse supervisors, head school nurses, chief school nurses, school nurse coordinators, and any other nurse performing school nursing services, school athletic trainer and such other employees as are in positions which require them to hold appropriate certificates issued by the Board of Examiners, serving in any school district or under any Board of Education, excepting those who are not the holders of proper certificates in full force and effect, and School Business Administrators shared by two or more school districts, shall be under tenure during good behavior and efficiency and they shall not be dismissed or reduced in compensation except for inefficiency, incapacity, or conduct unbecoming such a teaching staff member or other just cause and then only in the manner prescribed by Subarticle B of Article 2 of Chapter 6 of N.J.S.A. 18A, after employment in the district or by the Board of Education for:

1. Four consecutive calendar years; or

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3372 TEACHING STAFF MEMBER TENURE ACQUISITION

2. Four consecutive academic years, together with employment at the beginning of the next succeeding academic year; or
3. The equivalent of more than four academic years within a period of any five consecutive academic years.

In order to achieve tenure pursuant to N.J.S.A. 18A:28-5.b, a teacher shall also complete a district mentorship program during the initial year of employment and receive a rating of effective or highly effective in two annual summative evaluations within the first three years of employment after the initial year of employment in which the teacher completes the district mentorship program.

In order to achieve tenure pursuant to N.J.S.A. 18A:28-5.b, a Principal, Assistant Principal, and Vice Principal shall also receive a rating of effective or highly effective in two annual summative evaluations within the first three years of employment with the first effective rating being received on or after the completion of the second year of employment.

"Effective" or "highly effective" means the employee has received an annual summative evaluation rating of "effective" or "highly effective" based on the performance standards for his/her position established through the evaluation rubric adopted by the Board of Education and approved by the Commissioner of Education.

Tenure in any of the administrative or supervisory positions enumerated in N.J.S.A. 18A:28-5 et seq. shall accrue only by employment in that administrative or supervisory position. Tenure so accrued shall not extend to any other administrative or supervisory position and nothing in N.J.S.A. 18A:28-5 shall limit or restrict tenure rights which were or may be acquired, pursuant to N.J.S.A. 18A:28-6 – Tenure Upon Transfer or Promotion, in a position in which the individual actually served.

N.J.S.A. 18A:28-5

Adopted:

3373 TENURE UPON TRANSFER OR PROMOTION

[See **POLICY ALERT No. 200**]

In accordance with the provisions of N.J.S.A. 18A:28-6.a, any such teaching staff member under tenure or eligible to obtain tenure under N.J.S.A. 18A:28-1 et seq. who is transferred or promoted with his/her consent to another position covered by N.J.S.A. 18A:28-1 et seq. on or after July 1, 1962, shall not obtain tenure in the new position until after:

1. The expiration of a period of employment of two consecutive calendar years in the new position unless a shorter period is fixed by the employing Board of Education for such purpose; or
2. Employment for two academic years in the new position together with employment in the new position at the beginning of the next succeeding academic year; or
3. Employment in the new position within a period of any three consecutive academic years, for the equivalent of more than two academic years;

provided that the period of employment in such new position shall be included in determining the tenure and seniority rights in the former position held by such teaching staff member, and in the event the employment in such new position is terminated before tenure is obtained therein, if he/she then has tenure in the district or under the Board of Education, such teaching staff member shall be returned to his/her former position at the salary which he/she would have received had the transfer or promotion not occurred together with any increase to which he/she would have been entitled during the period of such transfer or promotion.

In accordance with the provisions of N.J.S.A. 18A:28-6.b, any such teaching staff member under tenure or eligible to obtain tenure under N.J.S.A. 18A:28-1 et seq., who is transferred or promoted with his/her consent to another position covered by N.J.S.A. 18A:28-1 et seq. on or after August 6, 2012 (the effective date of P.L.2012, c.26 – N.J.S.A. 18A:6-117 et seq.), shall not obtain tenure in the new position until after:

1. The expiration of a period of employment of two consecutive calendar years in the new position; or
2. Employment for two academic years in the new position together with employment in the new position at the beginning of the next succeeding academic year; or
3. Employment in the new position within a period of any three consecutive academic years, for the equivalent of more than two academic years;

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3373 TENURE UPON TRANSFER OR PROMOTION

provided that the period of employment in such new position shall be included in determining the tenure and seniority rights in the former position held by such teaching staff member, and in the event the employment in such new position is terminated before tenure is obtained therein, if he/she then has tenure in the district or under the Board of Education, such teaching staff member shall be returned to his/her former position at the salary which he/she would have received had the transfer or promotion not occurred together with any increase to which he/she would have been entitled during the period of such transfer or promotion. In order to receive tenure pursuant to N.J.S.A. 18A:28-6.b, a teacher, Principal, Assistant Principal, and Vice Principal shall be evaluated as effective or highly effective in two annual summative evaluations within the first three years of employment in the new position. For purposes of N.J.S.A. 18A:28-6.b, "effective" or "highly effective" means the employee has received an annual summative evaluation rating of "effective" or "highly effective" based on the performance standards for his/her position established through the evaluation rubric adopted by the Board of Education and approved by the New Jersey Commissioner of Education.

N.J.S.A. 18A:28-6

Adopted:

3374 TENURE UPON TRANSFER TO AN UNDERPERFORMING SCHOOL

3374 TENURE UPON TRANSFER TO AN UNDERPERFORMING SCHOOL

[See **POLICY ALERT No. 200**]

The Board of Education may grant tenure to a teaching staff member coming from another New Jersey public school district to the same position in an underperforming school in this school district in accordance with the provisions of N.J.S.A. 18A:28-5.1. As used in this Policy, "underperforming school" means a school in this school district which has been identified by the New Jersey Department of Education as a "focus school" or a "priority school" for any year within a two-year period.

In accordance with the provisions of N.J.S.A. 18A:28-5.1, a tenured teaching staff member who has been rated effective or highly effective on his/her most recent annual summative evaluation in a New Jersey public school district, and who accepts employment in the same position in an underperforming school in another New Jersey public school district, shall be under tenure in that position in the new school district during good behavior and efficiency and shall not be dismissed or reduced in compensation except for inefficiency, incapacity, or conduct unbecoming such a teaching staff member or other just cause and then only in the manner prescribed by Subarticle B of Article 2 of Chapter 6 of N.J.S.A. 18A, after the employee receives a rating of effective or highly effective in at least one of the annual summative evaluations within the first two years of employment in the underperforming school in the new school district.

For purposes of this Policy, "effective" or "highly effective" means the employee has received an annual summative evaluation rating of "effective" or "highly effective" based on the performance standards for his/her position established through the evaluation rubric adopted by the Board of Education and approved by the New Jersey Commissioner of Education.

N.J.S.A. 18A:28-5.1

Adopted:

4123 PROBATIONARY PERIOD

Each employee hired by the Board of Education shall serve a probationary period of _____ duration during which the employee may be summarily dismissed without notice.

Optional

[Probationary employees are not eligible for employment benefits except sick leave.]

Optional

[Probationary employees will be paid on a per diem basis.]

During the probationary period, time off the job for uncompensated leave, sick leave,

Optional

[in excess of the regular entitlement]

temporary military leave, and _____ will not count toward the completion of the probationary period.

An employee who completes the probationary period will be entitled to all the rights and privileges accorded such employees by the policies of this Board and by contracts if any negotiated with the employee's representative.

An employee who successfully completes a probationary period in one classification of employment who is transferred to another classification of employment must serve a probationary period of _____ in the new classification. If the employee does not perform successfully in the new classification, he/she shall be entitled to reinstatement in the former classification, provided there is available in that classification a position that is not filled by a permanent employee. If no position is available, the employee entitled to reinstatement shall be given the reemployment preference he/she would receive in a layoff.

Adopted:

4124 EMPLOYMENT CONTRACT

[See **POLICY ALERT Nos. 96 and 200**]

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

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

The contract may include a provision for a probationary employment period with a provision providing the Board the right to terminate the employment of the nontenured support staff member at the completion of the probationary employment period. The contract will include a provision for the termination of the nontenured support staff member's contract on _____ days notice duly given by either party.

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

Adopted:

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SUPPORT STAFF
4151 ASSESSMENT OF PAY

4151 ASSESSMENT OF PAY

The Board of Education believes that district operations suffer without the punctual commencement and proper completion of all assigned services.

The _____ shall assess the following penalties when a support staff member fails to render or only partially renders services for which the Board has contracted:

1. The accumulation of _____ unexcused instances of tardiness to an assigned period in any one school year will result in a wage deduction in the amount of _____;
2. Each unexcused instance of tardiness after the _____ in the same school year will result in a wage deduction in the amount of _____ for each such instance;
3. Any unexcused absence during the working day will result in a wage deduction equal to the ratio of the periods missed to the total periods scheduled, times

Choose only one of the following alternatives:

___ one-two hundredths

___ one-one hundred eightieths

of the employee's annual salary.

The _____ shall determine whether an employee's tardiness or absence is excused or unexcused.

A record of instances of tardiness and absences will be maintained in each employee's personnel file.

Optional

[The Superintendent is authorized to direct employees who are repeatedly tardy not to report at all on those days when they cannot report on time and to suffer such wage penalties as may be appropriate.]

Adopted:

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SUPPORT STAFF
4151 ASSESSMENT OF PAY

4159 SUPPORT STAFF MEMBER/SCHOOL DISTRICT REPORTING RESPONSIBILITIES

4159 SUPPORT STAFF MEMBER/SCHOOL DISTRICT REPORTING RESPONSIBILITIES

[See **POLICY ALERT No. 190 and 209**]

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

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

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

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

Adopted:

4212 ATTENDANCE

[See **POLICY ALERT Nos. 96 and 205**]

The regular and prompt attendance of support staff members is an essential element in the efficient operation of the school district and the effective conduct of the educational program. Staff member absenteeism disrupts the educational program and the Board of Education considers attendance an important component of a staff member's job performance.

A support staff member who fails to give prompt notice of an absence, misuses sick leave, fails to verify an absence in accordance with Board policy, falsifies the reason for an absence, is absent without authorization, is repeatedly tardy, or accumulates an excessive number of absences may be subject to appropriate consequences, which may include the withholding of a salary increment, dismissal, and/or certification of tenure charges.

In accordance with N.J.S.A. 18A:30-1, sick leave is defined to mean the absence from work because of a personal disability due to injury or illness or because the support staff member has been excluded from school by the school medical authorities on account of contagious disease or of being quarantined for such a disease in the staff member's immediate household. No support staff member will be discouraged from the prudent, necessary use of sick leave and any other leave provided for in the collective bargaining agreement negotiated with the member's majority representative, in an individual employment contract, or provided in the policies of the Board. In accordance with N.J.S.A. 18A:30-4, the Superintendent or Board of Education may require a physician's certificate to be filed with the Secretary of the Board in order to obtain sick leave.

The Superintendent, in consultation with administrative staff members, will review the rate of absence among the staff members. The review will include the collection and analysis of attendance data, the training of support staff members in their attendance responsibilities, and the counseling of support staff members for whom regular and prompt attendance is a problem.

N.J.S.A. 18A:30-1 et seq.

Adopted:

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SUPPORT STAFF
4240 EMPLOYEE TRAINING

4240 EMPLOYEE TRAINING

The Board of Education believes that continuing training and study is essential to the improvement of employee performance and the acquisition of technological skills. The Board encourages all employees to participate in appropriate training programs.

The _____ shall prepare rules for employee participation in programs of job skill improvement. The rules will include methods of reporting and verifying claims for participation in such activities.

The Board will reimburse employee requests for attendance at training programs provided participation has been approved in advance by the _____

Optional

[and the costs of participation do not exceed \$_____ per program.]

Adopted

4360 SUPPORT STAFF MEMBER TENURE

The Board of Education directs that the tenure status of support staff members be determined only in accordance with law and this policy and such contractual terms as may have been negotiated with the employee's majority representative.

Optional

[Persons employed as janitors, custodians, and maintenance personnel]

Optional

[including supervisory personnel]

will be employed on fixed term contracts and will not acquire tenure in their positions.

The Board will not grant tenure to any employee for whom such tenure has not been provided in law

Optional

[or in a contract negotiated by this Board.]

N.J.S.A. 18A:17-2; 18A:17-3

Adopted:

9150 SCHOOL VISITORS

The Board of Education welcomes and encourages visits to school by parent(s) or legal guardian(s), other adult residents of the community, and interested educators. In order for the educational program to continue undisturbed when visitors are present and to prevent the intrusion of disruptive persons into the schools, the Board directs the enforcement of rules governing school visits.

The Superintendent and Building Principal each possess the authority to prohibit the entry of any person into a school of this district or to expel any person from the school when there is reason to believe the presence of such person would be inimical to the good order of the school. If such a person refuses to leave the school grounds or creates a disturbance, the Principal is authorized to request from the local law enforcement agency whatever assistance is required to remove the individual.

Visitors shall be required to register their presence in the school. The district may utilize a visitor screening system, to check against public safety agencies. No staff member shall transact business with or permit the continuing presence in the school of a visitor who has not been duly registered.

No visitor may confer with a student in school without the approval of the Principal; any such conference may take place only in the presence of a teaching staff member and/or administrator.

The Superintendent shall develop regulations that will protect students and employees of the district from disruption to the educational program and the efficient conduct of their assigned tasks.

N.J.S.A. 2C:18-3

N.J.S.A. 18A:17-42; 18A:20-1; 18A:20-34

Cross reference: Policy Guide No. 5520, 7440

Adopted:

R 9150 SCHOOL VISITORS**A. Definition**

“Visitor” means any person present in a school building on a school day during the hours school is in session, other than those persons whose presence is required by their enrollment in the school or employment by the Board and includes, but need not be limited to, parents or legal guardians, family members, district residents, guests, educational researchers, and members of the Board. For the purposes of this regulation, “visitor” does not include persons present in school buildings to attend meetings of the Board or events sponsored by organizations granted permission by the Board to meet in the school.

B. Registration

1. Every visitor is required to register in the school office, by scanning their driver’s license or other official identification document, for verification by the identify management system, and checking against the sexual offenders registry.

2. A notice will be prominently posted at each entrance to the school building, advising visitors to report to the school office before advancing to any other part of the school. Additional signs should be posted in the lobby of each building to advise visitors not to proceed without registering in the school office.

3. The Principal will maintain a logbook in the main office of the school. Each visitor shall enter his/her name and the purpose of his/her visit in the logbook except that the Principal may exempt trades persons who make regular and frequent visits to the school.

4. Each visitor will be given an identification tag or badge, printed by the visitor management system, which must be worn while the visitor is in the school. The Principal may give a permanent identification tag or badge to a trades person who makes regular and frequent visits to the school.

5. The Principal or office personnel designated by the Principal shall arrange for an escort to accompany each visitor to his/her destination except that the Principal may permit visitors familiar with the school and personally known to the Principal to proceed unaccompanied.

6. A staff member who encounters a visitor without identification will request the visitor to report at the school office, and if feasible, conduct the visitor to the school office. A visitor who resists the request or refuses to be conducted to the school office shall be reported to the Principal immediately.

7. A teacher shall not admit a visitor to his/her classroom unless the visitor has the identifying tag or badge or is accompanied by the Principal or the Principal's designee.

8. When a visitor has completed the business of his/her visit, he/she will return directly to the school office, return the identification tag or badge, and promptly leave the building.

9. The provisions of this paragraph may be waived for parents or legal guardians attending scheduled parent-teacher conferences.

C. Permission to Visit Classroom

1. Permission to visit a classroom in session must be sought from and granted by the Principal.

2. In general, arrangements to visit a classroom should be made at least one day in advance of the intended visit.

3. If the intended visit would interfere with the planned instructional program, the Principal will so advise the visitor and suggest another time for the visit.

4. The Principal is authorized to exclude a visitor from a classroom if the Principal has reason to suspect that the visitor may disrupt the educational program or threaten the health and safety of students or staff members.

5. The parent(s) or legal guardian(s) who arrives at school without having sought advance approval of a classroom visit may be admitted to the classroom at the discretion of the Principal.

6. The Principal may arrange visits to classrooms by educators and student teachers with the cooperation and consent of the classroom teachers.

7. Teachers may invite guest speakers or observers to their classrooms with the approval of the Principal. Each such guest speaker and observer must sign the school logbook.

8. The Principal has the authority to evaluate all requests to visit a classroom. A denied request will be accompanied by an explanation of the denial. The parent(s) or legal guardian(s) who has been denied access to his/her child's classroom may appeal the Principal's decision to the Superintendent, whose determination may be appealed to the Board of Education in accordance with Policy No. 9130.

D. Limitations on Visits to School

1. Visitors are permitted in the schools only during school hours.
2. A visitor may remove a student from school only in strict accordance with Policy No. 5230.
3. A visitor may confer with a student in the school only with the approval of the Principal and in the presence of a teaching staff member.
4. A visitor to a classroom shall not interrupt the instructional program, speak to or disturb students, or distract the teacher. A visitor who wishes to confer with the teacher must make arrangements for a conference at a later date.
5. A visitor may not bring a child or children to a classroom without the express permission of the teacher and the Principal.
6. A classroom visit may ordinarily not exceed sixty minutes without the express permission of the teacher and the Principal.
7. The Principal may restrict the number of visitors to any classroom at any one time. Preference will be given to the parent(s) or legal guardian(s) of students in the classroom.

E. Disruptive Visitors

1. The Principal has complete authority to exclude from school premises any person whom he/she believes may:
 - a. Disrupt the instructional program;
 - b. Disturb teachers or students; or
 - c. Commit an illegal act.
2. A visitor whose presence or conduct is disruptive or whose conduct in the past suggests that he/she may be disruptive may be requested to leave the school premises. If the visitor so requested does not withdraw, the Principal may summon assistance from the _____ Police Department.

3. A visitor who presents a serious and immediate threat to the health and safety of persons in the school may be subdued by appropriate means pending the arrival of law enforcement officers.
4. If the Principal has been alerted to dangerous persons in the vicinity of the school or has been informed that a person intends to enter the school with the intent of doing harm, the Principal may, in his/her discretion:
 - a. Assign personnel to patrol entrances to the school and deny entrance to any person not properly identified or personally known to them;
 - b. Secure the services of professional security personnel to monitor entrances; and/or
 - c. Lock all school entrances other than the main entrance so that doors cannot be opened from the outside (taking all necessary steps to ensure that doors can be opened from the inside by pressure on crash bars).

Issued: