

MOESC HANDBOOK

2017-2018

Updated: 06/14/17

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WELCOME

Monmouth-Ocean Educational Services Commission

Welcome to the Monmouth-Ocean Educational Services Commission (“MOESC”). I would like to take this opportunity to extend my best wishes to you.

This Employee Handbook is intended to provide you with general information about our employment guidelines and to give an understanding of our policies and benefits, as well as our expectations of you as an employee. As you familiarize yourself with its contents, many of your questions will be answered. If you have concerns that are not addressed in this handbook, feel free to ask for clarification.

THE POLICIES AND PROGRAMS IN THIS MANUAL, AS WELL AS THE MANUAL ITSELF, MAY BE CHANGED IN WHOLE OR IN PART, AT ANY TIME, WITH OR WITHOUT NOTICE. IN ADDITION, THE LANGUAGE CONTAINED HEREIN IS NOT INTENDED TO CREATE, NOR SHOULD YOU INTERPRET THIS TO BE, A PROMISE OF ANY KIND OR A CONTRACT BETWEEN THE MOESC OR ANY ONE OR ALL OF ITS EMPLOYEES, INCLUDING YOU. THIS HANDBOOK IS NOT A CONTRACT AND SHOULD NOT BE CONSTRUED AS SUCH, NOTHING IN THIS MANUAL SHOULD BE INTERPRETED AS AFFECTING YOUR AT-WILL EMPLOYMENT STATUS.

The keys to success for any business are a dedicated enthusiastic work force offering superior service to our customers. Together, we can work as a team to achieve these goals.

We hope that your employment at MOESC is enjoyable, professional and rewarding. We encourage open discussion of your concerns and we welcome and encourage your ideas. We look forward to having you with us and we wish you much success.

Sincerely,

Christopher J. Rooney
Superintendent

INTRODUCTION

Welcome to the MOESC

This Employee Handbook is intended to provide you with general information about MOESC employment guidelines and to give you an understanding of our policies and benefits, as well as our expectations of you as an employee. This Handbook, together with our orientation programs, should provide help and information as you go about your duties. As you familiarize yourself with its contents, it is likely that many of your questions will be answered, but always feel free to ask for clarifications if you have concerns that are not addressed in this Handbook.

The policies and programs in this manual, as well as the manual itself, may be changed in whole or in part, at any time with or without notice. In addition, the language contained herein is not intended to create, nor should you interpret this to be, a promise of any kind or a contract between MOESC and you as an employee-at-will or any one or all of MOESC employees. This handbook is not a contract and should not be construed as such. Nothing in this manual should be interpreted as affecting your at-will employment status.

The keys to success for any endeavor are a dedicated, enthusiastic team always intending to offer and provide superior service. Together, we can achieve these goals. It is hoped that your employment will be and is enjoyable, professional and rewarding, and open discussion of your concerns is encouraged and your idea are welcome and encouraged.

Subject to legally required tenure and seniority statutory entitlements, employment with MOESC is at-will, meaning that either the employee or MOESC may end the employment relationship at any time, without cause. Nothing expressed in this handbook affects or changes the at-will nature of your employment with MOESC.

Nothing in this handbook or any other MOESC policy is intended to create a promise, representation of unchanging practice, contract of employment or contract rights between you and MOESC. This handbook is only a compilation of guidelines for your employment. This handbook may be changed at any time by MOESC with or without notice. The terms are only current until they are replaced by updated revisions.

Only the Board of Directors of MOESC has the authority to create a contract of employment with an employee, and any such contract must be in writing. NO one else has the authorization or right to make verbal promises, assurance, commitments or contracts that are contrary to the guidelines and information contained in this handbook or other policies/documents which may be provided to you.

This Handbook should be understood to supersede, modify and supplant any previous understandings of past promises, statements, descriptions, statements and practices which are in any way inconsistent with the Handbook contents.

MOESC hopes that your employment will be a long, rewarding experience, but it is recognized that circumstances change with the passage of time and that you may seek opportunities elsewhere or choose to leave MOESC for other reasons. Others may not fulfill

MOESC's operational needs or changed circumstances may reduce available employment opportunities, which may result in employment terminations.

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

MOESC is fully committed to the principles of equal employment opportunity. MOESC will recruit, interview, select, train, discipline, promote, transfer and release individuals and administer all other personnel actions such as compensation, benefits, etc. without regard to race, color, marital status, religion, sex, age, ancestry, national origin, disability, sexual orientation or preference, veterans status or current military status.

If you believe that you or other employees are being illegally discriminated against in violation of this policy, you should immediately discuss the matter with the Affirmative Action Officer. (See Directory page.)

Whenever the words “he”, “his” or “him” appear in this booklet, they will have equal application to both male and female gender.

Affirmative Action Statement

MOESC is fully committed to developing and maintaining a representative workforce and to provide its employees and applicants for employment, with a discrimination-free work environment.

MOESC does not condone and will not tolerate any practices that discriminate against any person employed or seeking employment on the basis of race, military status, veteran status, ancestry, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, membership activity in a local commission or age.

Discrimination, coercion, intimidation or interference in any form, including racial or ethnic slurs or jokes shall be promptly reported to the Affirmative Action Officer. Any person who feels he/she has not received fair treatment in accordance with these policies and procedures should report that to his/her supervisor or Affirmative Action Officer. All complaints will be promptly investigated by the Affirmative Action Officer or his/her designee. Any employee who is found to be in violation of this policy shall be subject to disciplinary action which can result in discharge.

New Jersey Law Against Discrimination (“LAD”)

LAD prohibits discrimination in any terms or conditions of employment for qualified individuals with a disability.

LAD requires that employment decisions be based on the ability of a person to perform a job according to the job’s description and not the person’s disability or limitations.

LAD requires employers to make reasonable accommodations to a person’s disability when it is necessary and is not an undue hardship on the employer.

MOESC is fully committed to equal employment opportunity. If you have a disability or handicap which you believe interferes with the performance of your job and which could be lessened by some reasonable accommodation, or if you believe you are being discriminated against on the basis of a disability or handicap, you should immediately discuss the matter with the Affirmative Action Officer.

DIRECTORY

DIRECTORY

Administration Building
900 Hope Road, Tinton Falls, NJ 732-695-7800

Central Office

Christopher Rooney, Superintendent crooney@moesc.org	732-695-7800
Roseanne Ansell, Assistant Superintendent ransell@moesc.org	732-695-7800
Lisa Karaniewsky, Secretary to Superintendent lkaraniewsky@moesc.org	732-695-7822
Sally Potter, Secretary to Assistant Superintendent/ Assistant to Director McKinney Vento Grant spotter@moesc.org	732-695-7832
Patti Meany, Personnel Manager pmeany@moesc.org	732-695-7835
Kari O'Hare, Staff Specialist, HR Dept. kohare@mosc.org	732-695-7807

Business Office

Kathleen Mandeville, Business Administrator/Board Secretary Affirmative Action Officer kmandeville@moesc.org	732-695-7800
Adam Voehl, Assistant Business Administrator avoehl@moesc.org	732-695-7800
Christine Argyelan, Ex. Secretary to the Business Administrator cargyelan@moesc.org	732-695-7827
Kay Jannarone, Project Administrator kjannarone@moesc.org	732-695-7837
Heidi Brown, Payroll hbrown@moesc.org	732-695-7828
Darlene Devosa, Accounts Payable ddevosa@moesc.org	732-695-7826

Lynn Kolasis, Accounts Receivable 732-695-7806
lkolasis@moesc.org

TBD, Staff Specialist Bus. Office 732-695-7825

Technology

Joseph Ventre, Chief Technology Officer 732-695-7800
jventre@moesc.org

Marirose Sparber, Secretary 732-695-7834
msparber@moesc.org

Special Services

Corey McCook, Director 732-695-7812
cmccook@moesc.org

Cheryl Nolet, Supervisor 192 - 193 732-695-7809
cnolet@moesc.org

Carol Sparmo, Supervisor APPS/ IDEA Aides 732-695-7813
csparmo@moesc.org

TBD Secretary 732-695-7838

Peggy Cadmus, CST / Speech Office Manager 732-695-7821
pcadmus@moesc.org

Sandra Gaetano, Registrar 732-695-7808
sgaetano@moesc.org

Jenny Cores, IDEA Secretary/Textbooks 732-695-7817
jcores@moesc.org

Lauren Sheppard, Staff Specialist 732-695-7819
lsheppard@moesc.org

Eileen Gallagher, Home Inst. Coordinator 732- 695-7831
egallagher@moesc.org

NJ Virtual School

Lauren Basselini, Director lbasselini@moesc.org	732-695-7850
Elizabeth O'Brien, Program Specialist eobrien@moesc.org	732-695-7820
Marirose Sparber, Secretary msparber@moesc.org	732-695-7834

Nursing/Home Instruction

Eileen Gallagher, Coordinator egallagher@moesc.org	732-695-7831
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Student Programs
100 Tornillo Way
Tinton Falls
732-389-5555

TBD, Principal / Anti-Bulling Coordinator	732-389-5555 x 1000
Christine Martignetti, Counselor / Anti-Bulling Specialist cmartignetti@moesc.org	732-389-5555 x 1025
Tina Sullivan, School Secretary tsullivan@moesc.org	732-389-5555 x 1000
Joseph Chiarello, Security/Attendance jchiarello@moesc.org	732-389-5555 x 1043
Randall Craig, Security rcraig@moesc.org	732-389-5555 x 1043

Technology

Dan Samarel, Web Developer 732-389-5555 x 1073
dsamarel@moesc.org

Chris Kasztelan 732-389-5555 x 1072
ckasztelan@moesc.org

Phil DePasquale 732-389-5555 x 1041
pdepasquale@moesc.org

Maintenance

Ken Shine, Supervisor of Building and Grounds 732-389-5555 x 1000
kshine@moesc.org

John Deluise, Maintenance 732-389-5555 x 1000

Transportation

Virginia Maita, Director of Transportation 732-389-5555 x 1010
Monmouth County Special Education and Homeless
vmaita@moesc.org

Caryl Bailey, Secretary 732-389-5555 x 1022
cbailey@moesc.org

Samantha Clayton, Assistant Transportation Coordinator 732-389-5555 x 1063
sclayton@moesc.org

Joan Rimmer, Assistant Transportation Coordinator 732-389-5555 x 1029
jrimmer@moesc.org

Kathleen Todaro, Assistant Transportation Coordinator 732-389-5555 x 1040
ktodaro@moesc.org

Danielle Pietracatella, Administrative Assistant 732-389-5555 x 1034
dpietracatella@moesc.org

Fax: 732-493-5120
732-493-6435

MONMOUTH-OCEAN EDUCATIONAL SERVICES COMMISSION

**Board of Directors
2017-2018**

**Dr. James Stefankiewicz –Ocean Twp.
President**

**Mr. Timothy McCorkell – Monmouth Cty Vocational
Vice-President**

Dr. Lamont Repollent	Asbury Park
Ms. Christine Carlson	Brielle
Mr. Thomas Farrell	Shore Regional, West Long Branch, Oceanport
Dr. Richard Fitzpatrick	Upper Freehold Regional
Dr. William George	Middletown Twp
Mr. David Healy	Toms River
Dr. John Marciante	Manalapan Englishtown
Dr. Peter Morris	Lavallette / Bay Head
Mr. Gerald North	Plumsted
Mr. John Russo	Tinton Falls
Dr. Lisa Savoia	Keyport
Mr. Vincent Smith	Point Pleasant Borough

HOURS & DAYS OF OPERATION

The MOESC operated on the following organizational calendar. The work year for hourly, as-needed employees shall be determined on an as-needed basis.

MONMOUTH-OCEAN EDUCATIONAL SERVICES COMMISSION 2017-2018 ORGANIZATIONAL CALENDAR

	JULY 2016	
<i>Monday- Tuesday</i>	<i>July 3-4</i>	<i>In honor of Independence Day</i>
	SEPTEMBER	
<i>Friday</i>	<i>September 1</i>	<i>Closed</i>
<i>Monday</i>	<i>September 4</i>	<i>Labor Day observed</i>
	OCTOBER	
<i>Monday</i>	<i>October 9</i>	<i>Columbus Day Observed</i>
	NOVEMBER	
<i>Thursday-Friday</i>	<i>November 9-10</i>	<i>In lieu of Election Day/NJEA</i>
<i>Wednesday</i>	<i>November 22</i>	<i>Half-day</i>
<i>Thursday-Friday</i>	<i>November 23-24</i>	<i>Thanksgiving Observed</i>
	DECEMBER	
<i>Friday</i>	<i>December 22</i>	<i>Half-day</i>
<i>Monday -Friday</i>	<i>December 25-29</i>	<i>Holiday Recess</i>
	JANUARY 2017	
<i>Monday</i>	<i>January 1</i>	<i>New Year's Day observed</i>
<i>Tuesday</i>	<i>January 2</i>	<i>School re-opens</i>
<i>Monday</i>	<i>January 15</i>	<i>Martin Luther King Observed</i>
	FEBRUARY	
<i>Friday-Monday</i>	<i>February 16-19</i>	<i>President's Weekend Observed</i>
	MARCH	
<i>Friday</i>	<i>March 30</i>	<i>Spring Recess</i>
	APRIL	
<i>Monday - Friday</i>	<i>April 2-6</i>	<i>Spring Recess</i>
<i>Monday</i>	<i>April 9</i>	<i>School Re-opens</i>
	MAY	
<i>Monday</i>	<i>May 28</i>	<i>Memorial Day Observed</i>

HOLIDAYS

MOESC recognizes the following holidays:

New Year's Day
Presidents Day
Memorial Day
Good Friday
Fourth of July
Labor Day
Columbus Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

Regular full-time employees will be paid for these holidays, provided they work their scheduled days immediately preceding and following the holiday.

Paid holidays are scheduled annually. Specific dates will be announced during the year since each holiday often falls on a different date each year.

ATTENDANCE POLICY

WORK HOURS/LATENESS/ABSENCE/DOCTOR' S NOTE

MOESC's 900 Hope Road location will be open five days a week, Monday through Friday. Staff hours are from 8:00 a.m. to 4:00 p.m. unless noted otherwise, with a 30-minute uninterrupted lunch period that must be taken between the hours of 11:00 a.m.-1:00 p.m.

Because we are a small operation, we heavily depend on the other. It is not fair to MOESC or to fellow employees to be late for work. Habitual tardiness will not be tolerated and is a reason for dismissal. If for any reason you expect to be late for work, you are required to phone the office number at 732-695-7800 for Hope Road and 732- 389-5555 for Tornillo Way prior to 7:00 a.m. and leave a message on the office machine.

If you expect to be absent from work due to sickness or any other reason, you are required to notify AESOP. Please call your supervisor or office manager to report an absence.

Absences greater than two (2) days shall be explained by a doctor's note, specifying that his/her diagnosis, prognosis and advice included not appearing for work. In the case of excessive absences, as determined by the office of the Superintendent, the employee may be required to produce a doctor's note for each day of absence or be examined by a doctor selected by MOESC.

Failure to satisfy these requirements may be reason for dismissal.

BENEFITS AND COMPENSATION

MONMOUTH OCEAN EDUCATIONAL SERVICES COMMISSION

SUPPORT STAFF UNAFFILIATED EMPLOYEE
BENEFITS and COMPENSATION
POLICY

EFFECTIVE: July 1, 2017

1. POLICY

- A. This Policy shall pertain to the following positions and who shall be defined as Unaffiliated Employees (“Employee or Unaffiliated Employee”)

Office Managers/Secretaries
Staff Specialists
Clerks
Attendance Officer
Guidance Data Entry
Attendance Clerk
Bookkeeper
Maintenance/Custodians
Nursing Coordinator
Assistant Transportation Coordinators
Webmaster
Technician
Staff Accountant
Assistant to the Business Administrator
Administrative Assistant Transportation
Payroll Coordinator
Chapter 192-193 Registrar

2. COMPENSATION/BENEFITS

A. SALARY

- i. The salary of each Unaffiliated Employee employed by the Board is set forth in his/her individual salary statement. In no event shall the employee receive a contract longer than one school year.

B. HEALTH BENEFITS

- i. For each employee who remains in the employ of the Board the full school year, the Board shall make payments of insurance premiums as per paragraph 2(B)(iv) to provide insurance coverage for the full twelve (12) month period commencing July 1st and ending June 30th. In the event an employee ceases employment with the Board, for whatever reason, such coverage shall cease upon the date of separation. All information on potentially applicable benefits, such as COBRA, shall be timely provided to said employee.
- ii. All new employees hired to begin employment on 9/1/13 or after, who work 25+ hours per week, shall be provided with fully paid health insurance through the School Employees Health Benefits Program (SEHBP), Direct 15, for their first 48 months of employment. At the completion of 48 months of employment, employees shall be provided with fully paid health insurance through the School Employees Health Benefits Program (SEHBP), Direct 10.
- iii. If the employee waives the health benefit coverage, the employee would be entitled to; for single coverage \$1,000.00 and for Family Coverage \$2,000.00 to be payable in June of the school year for which the waiver is used. ***Subject to State and Federal laws as well as State and Federal taxes.***
- iv. The Board shall enter into an agreement with a mutually agreeable company to provide employee only with dental insurance protection. The Board agrees to contribute to such plan, from the date it becomes effective, the established rate monthly for each employee.

3. WORK YEAR

A. IN GENERAL

- i. The position of an Unaffiliated Employee under this policy may be either a 10-month or a 12-month position. The employee's individual salary statement shall set forth where his/her specific position is 10 or 12-months.
- ii. Employees known as 12-month employees, as set forth in their individual salary statement, shall be employed from July 1 through June 30 of each school year in which s/he is contracted.
- iii. Employees known as 10-month employees, as set forth in their individual salary statement, shall be employed from September 1 through June 30 of each school year in which s/he is contracted.
- iv. Transportation employees shall work no more than 40 hours per week in accordance with Federal and State labor laws.

- v. Staff hours are Monday through Friday, 8:00 a.m.-4:00 p.m. (unless noted otherwise) with a 30-minute uninterrupted lunch period that must be taken between the hours of 11:00 a.m.-1:00 p.m.

B. HOLIDAYS

- i. Some Transportation employees may be required to work on Federal, State or office schedule. Those employees required to work will do so, as assigned by the Director of Transportation, on a rotating basis. Transportation employees required to work during said periods of time will be given the next business day or days off for compensation.
- ii. The employees shall follow the regular school calendar with the following exceptions:
 - a. School offices shall be closed during Christmas Recess;
 - b. Staffing during the Spring Recess shall be at the discretion of the Superintendent.

C. VACATIONS

- i. Only those employees who are employed by the Board on a 12-month basis, pursuant to their individual salary statement, shall be entitled to vacation days as follows. 10-month employees are not entitled to vacation days.
 - a. An employee who has been employed by the Board for less than one (1) year shall be entitled to a percentage of a two-week vacation based on the percentage of the year the member has worked.
 - b. An employee who has been employed by the Board for one (1) full calendar year of continuous employment shall be entitled to a two-week vacation (10 work days);
 - c. An employee who has been employed by the Board for seven (7) full calendar years of continuous employment, shall be entitled to a three week vacation (15 work days);
 - d. An employee who has been employed by the Board for twelve (12) full calendar years of continuous employment, shall be entitled to a four week vacation (20 work days).
- ii. Vacation time shall not be cumulative.

D. TEMPORARY LEAVES OF ABSENCE

- i. Personal Leave: An employee covered by this policy shall receive up to four (4) days annual leave of absence for personal reasons which require absence during school hours. No statement of reason shall be required for the request, but notification to the Superintendent shall be given at least two (2) days before taking

such a leave. In case of emergencies, the Superintendent shall have the discretion to waive the two (2) days before or after a scheduled holiday at the discretion of the Superintendent. At the end of each school year, unused personal leave will be transferred to cumulative sick

- ii. Sick Leave: Employees shall accrue one day of sick leave per month of contract time as of the first official day of the contracted year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit, except where prohibited by law. Upon retirement after ten (10) years' service in the district, employees will be paid for unused sick days at the rate of \$43.00 per day to the maximum of \$4,300.00.
- iii. Compassionate Leave: Employees shall be entitled to five (5) consecutive working days for absence without loss of pay in the case of death in the employee's immediate family or household. The administration may grant a like period of time when the presence of an employee is necessary following the death of a relative not in the immediate family. No deduction in salary shall be made for the attendance at the funeral of a relative not covered in the above paragraph.
- iv. Contagious Disease: In case of quarantine on account of a contagious disease in the household of a member of the family other than the employee, no deductions in salary shall be made for such absence during the minimum period of exclusion for contagious disease, provided that a certificate from the proper medical authority is forwarded to the Superintendent. The minimum period of exclusion shall be determined by the school physician.
- v. Subpoenas and Jury Duty: In case of absence from school by reason of subpoena by the court, no deduction in salary shall be made for such absence, provided the subpoena is recorded with the Superintendent. However, if the employee is a defendant in a non-job related criminal action, and is found guilty by the court, no salary shall be paid them for such absence.

E. EXTENDED LEAVE OF ABSENCE

- i. The Board shall grant maternity/paternity leaves of absence upon written request by the employee in accordance with normal Board Policy, court related decisions, and controlling New Jersey law.
- ii. Any employee adopting an infant child may become eligible for maternity leave. This leave shall commence upon the employee receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for adoption. Said leave shall be in accordance with normal Board Policy, court related decisions, and controlling New Jersey law.

F. INDIVIDUAL SALARY STATEMENTS

Each employee covered under this Policy shall be required to sign an Individual Salary Statement which may or may not contain additional provisions than those within this Policy. Where a provision of this Policy is inconsistent with the Employee's Salary Statement, and the Policy, the Policy shall control.

G. NO OTHER BENEFITS AND/OR COMPENSATION

Except where necessitated by law employees covered under this policy shall not be entitled to any other form of compensation or benefits during their employ with the Board.

H. MISCELLANEOUS PROVISIONS

i. EMPLOYEE EVALUATIONS

Employees shall be evaluated no less than twice a year. The employee shall be provided with written evaluation to be signed by the employee so as to signify its having been read. A conference between the employee and the evaluator shall be held within five business days from the time of the evaluation being presented.

The employee may write any comments on the evaluation and shall be provided with a copy upon request. The employee has the right to review his/her personnel file.

All evaluations shall be done in accordance with prevailing New Jersey Law.

I. VACANCIES AND NEW POSITIONS

The Superintendent shall make known in writing a list of vacancies and promotions which shall occur in the district.

First Reading: 1/24/14
Second Reading: 2/12/14
Revised: 3/12/14
Revised: 4/9/14
Revised: 6/11/14
Revised: 6/11/15
Revised: 9/14/16
Revised: 6/14/17

PROFESSIONAL DEVELOPMENT

PROFESSIONAL DEVELOPMENT

A. MOESC will pay full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which an employee is required and/or requested by the Administration to take.

B. Employees who work for MOESC at least thirteen (13) hours per week and successfully complete courses for graduate credit will be reimbursed by MOESC for tuition expenses at the rate of 75% of the Rutgers State University current tuition fee not to exceed \$15,000 during each fiscal year (July 1 to June 30) for all employees and not to exceed \$3,000.00 per employee per fiscal year (July 1 to June 30).

1. No employee will be reimbursed for more than twelve (12) credits per year.

2. The courses to be taken must be taken at a duly authorized institution of higher education as defined at *N.J.S.A. 18A:3-15.3*, have prior to enrollment approval of the Superintendent and must be within the employee's current or future job responsibilities at MOESC. (Any denial by the Superintendent may be appealed by the employee to the Board.)

3. Approval must be granted prior to registration/enrollment for the courses taken. A course description and the number of credits to be granted must be submitted with the request for approval at least ten days prior to registration/enrollment. The ten-day requirement may be waived if a course is closed out and a substitute course which meets the criteria outlined herein is necessary.

4. Reimbursement will only be made if the employee has earned a grade of B or better in the course. A pass/fail grade is not acceptable on courses for which reimbursement is requested. Submission of an official transcript is required prior to reimbursement. Whenever possible, reimbursement will begin by June 30 of the year in which courses were taken.

C. Employees who work for MOESC at least thirteen (13) hours per week and successfully complete courses for additional certification as required by the State Department of Education may be reimbursed by MOESC for tuition expenses at 75% of the Brookdale Community College or the Ocean County College tuition fee. Reimbursement shall be paid based on the tuition fees of the community college attended, provided the community college satisfies the statutory definition of administration of higher education set forth above. If an employee chooses to attend a community college provided the community college satisfies the statutory definition of an institution of higher education set forth above other than Brookdale or Ocean County, MOESC will only reimburse the employee up to 75% of higher tuition between Brookdale and Ocean County Community College.

D. Upon the employee's documented completion of a pre-approved course in accordance with Paragraph B above, MOESC shall pay half of the total amount of the reimbursement due within 35 days. The second half of the total amount due will be paid twelve (12) months later provided the employee is then employed in a teaching staff position with MOESC. If the employee is no longer so employed, no payment is due and will not be made. Eligibility for tuition reimbursement will be determined by the chronological receipt of reimbursement requests (first come, first served).

PERSONNEL RECORDS

PERSONNEL AND MEDICAL FILES

Personnel and employee medical files are the property of MOESC and will be treated the same as any other confidential MOESC information. Employees do have the right to access personnel and medical records.

Personnel files are kept as confidential as the law allows.

Best efforts will be employed so that information contained in these files will not be released to others without the specific, written consent of management and the staff member involved. Occasionally, an outside source will call to verify the employment or salary of a staff member. Such requests generally arise from credit applications. We request that you provide us with advance notice of these requests and authorize us in writing to release this information on your behalf.

When you begin working with us, a personnel file and, where necessary, a separate medical file is established for you. These files contain your employment application, insurance, medical, and other important information about you. It is essential that this file be kept up to date, and in order to do this, we must have your complete cooperation. Whenever there is a change in any of the information contained on your employment application, insurance forms, tax withholding forms, or other documents you completed at the time you were hired, you must notify the personnel supervisor. Important information in your personnel and medical files includes, but is not limited to:

- * Current home address and telephone number
- * Name and address of a person to notify in an emergency
- * Job performance evaluations
- * Attendance records, vacation time, personal days and leaves of absence

References will be limited to dates of employment, beginning and cessation, and to description of position.

PERFORMANCE EVALUATIONS

Performance evaluations may be done at any time. Evaluations may be conducted at any time and performed informally through the issuance of memoranda. The performance evaluation is intended to provide you with information that will enable you to better fulfill the job requirements. All personnel evaluations will be made part of an employee's personnel file.

APPLICATION FOR EMPLOYMENT

All candidates for employment must fully complete, date and sign the standard Employment Application Form. (A resume will not be accepted in lieu of a completed employment application.) The form should be completed in detail and signed by the applicant to verify the accuracy and completeness of previous employment and personal information.

MOESC may investigate any portion of the requested information and may deny or later terminate the employment of anyone giving false or incomplete information.

It is essential that all applicants sign their employment application. The signature provides specific protection for MOESC on several important terms and conditions.

The completed application will be made part of the personnel file of those applicants accepted for employment.

IMMIGRATION AND NATURALIZATION

The U.S. Immigration and Naturalization Service requires that applicants and candidates for employment provide specific information within three (3) days of commencing employment. Candidates for employment must complete Section 1 of Form I-9 and provide MOESC with specific documents to establish their identity and employment eligibility.

**NO EMPLOYEE WILL BE ALLOWED TO CONTINUE
EMPLOYMENT WITHOUT PROVIDING PROPER
IDENTIFICATION AND ELIGIBILITY DOCUMENTS.**

GARNISHMENT OF EMPLOYEE WAGES

Garnishments are court orders requiring an employer to withhold specified amounts from an employee's wages for payment of a debt owed by the employee to a third party. State law requires MOESC to honor garnishments of employee wages (including child support) as a court or other legal authority may order. The law also provides for an administrative fee to be charged when a garnishment occurs.

OVERTIME

It will seldom be necessary for an employee to work overtime. Should the occasion arise, specific arrangement must be made in advance with management.

Overtime is not encouraged. The Commission prides itself on maintaining "24-hour turnaround" on most activities. Please let us know if you are far behind on your work and you are not current. When your responsibilities are current, you are expected to offer your assistance to those who are not.

If overtime becomes necessary permission must be given by your immediate supervisor and approved by the business administrator or superintendent of schools. Employees who are paid on an hourly basis will be paid overtime at the rate of 1 ½ times the regular hourly rate for hours worked over 37 ½ hours in a given week. Holidays and vacation time do not count toward hours worked.

Overtime will be paid only when the time worked has been authorized by a supervisor, and the business administrator or the superintendent of schools.

EMPLOYEE SUGGESTIONS

SUGGESTIONS AND COMMUNICATIONS

MOESC realizes that there are times when you have problems or questions relating to your work, your progress, your working conditions, or any number of things. Please talk to your Supervisor. We encourage you to bring your problems to us. If we cannot resolve them fairly, we are not doing our part.

MOESC also welcomes and encourages suggestions relating to improving productivity, improving methods, reducing waste, and making your work more efficient.

LEAVES

SICK LEAVE

A. All employees will receive one day of sick leave for each month of employment during the school year. A sick leave day for part-time employees is based on the number of hours assigned on the day the employee is absent from work due to illness.

B. When requested by the Superintendent, a physician's certificate shall be submitted in case of personal illness which extends beyond two (2) consecutive school days, or which occurs before or after a holiday or occurs at any time.

C. Employees will be given a written accounting of accumulated sick leave days no later than September 30th of each school year.

D. In the event the employee suffers a long term illness or disability and said employee's sick days have expired, MOESC may approve an extended leave beyond your legal rights without pay. (See also Extended Leave of Absence and Family Leave.)

E. No employee shall receive compensation in time or money for unused sick leave.

TEMPORARY LEAVES OF ABSENCE

A. Employees will be granted four (4) days leave per school year for personal, legal, business, or religious matters which require attendance during school hours. Request for all personal leave shall be made at least five (5) days in advance of date requested. Any request for the above shall be made in writing to the administrator and will include the date of the day requested and general reason for the request. This notice will be waived in case of emergency. No personal leave shall be granted before or after a holiday with the exception of a New Jersey approved religious holiday.

B. Employees may request educational leave for the purpose of visiting other schools or attending educational meetings or conferences.

C. Employees will be given leave for appearance in any legal proceedings for which a subpoena has been petitioned.

D. Full-time employees and part time employees will be entitled up to four (4) days' leave at any one time per occurrence in the event of death of an employee's spouse (to include partners in legally licensed, same sex, civil unions or legally documented domestic partnerships), child, son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, brother or sister, brother-in-law, sister-in-law or grandparent or grandchild.

E. MOESC encourages the performance of our civic duty, and to serve as jurors if called. Regular full time employees who are called to jury duty will continue to receive their pay for up to two (2) weeks, less jury duty pay, provided they submit written proof of their service.

F. Leave of absence without pay shall be granted to any employee who is inducted into or enlists in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment.

LEAVES OF ABSENCE WHICH ARE NOT COVERED
BY FMLA/FLA UNPAID LEAVES

1. The Board of Directors, in its sole discretion, may grant an extended leave of absence to an employee for reasons not covered by the Federal Family and Medical Leave Act (“FMLA”) or the State Family Leave Act (“FLA”). The employee shall apply for such a leave by giving 90 days’ notice of the anticipated commencement date of the extended leave to the Superintendent. If the leave is granted, an employee shall use annual and accumulated sick leave during any leave, including FMLA and FLA leaves.

2. The Board of Directors may require a medical certification of an employee’s fitness to continue working or to return to work after a leave.

3. As provided for hereafter, an employee may elect to take an unpaid leave of absence pursuant to the Federal Family and Medical Leave Act (“FMLA”) and/or the State Family Leave Act (“FLA”). If the leave is taken pursuant to the FMLA because of the employee’s own illness, the employee shall simultaneously use the employee’s sick leave entitlements. If additional time is required by the employee beyond the time periods permitted by the FMLA or the FLA, the Board of Directors may extend the leave to correspond to the ending of the school year. This request must be made by April 1 for which extended leave is desired.

4. If additional time is required by the employee the Board of Directors, in its sole discretion, may also extend the leave by deciding that it is to correspond to the ending of the school year. This request must be made by April 1 for which the extended leave is desired.

5. After a discretionary extension of leave by the Board of Directors, failure to apply for retirement during the school year in which the leave was granted shall be considered a resignation and will be so treated. Application for reinstatement must be made by April 1 of the school year.

FAMILY LEAVE

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A. Introduction

By law, the Commission provides family leave in accordance with the Federal Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA).

FMLA leave for eligible staff members shall be up to twelve weeks leave of absence in any twelve month period upon advance notice for the birth of a son or daughter of the staff member and in order to care for such son or daughter; for the placement of a son or daughter with the staff member for adoption or foster care; in order to care for the spouse, son, daughter, or parent of the staff member if such spouse, son, daughter, or parent has a serious health condition; or for a serious health condition that makes the staff member unable to perform the functions of the position of such staff member.

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

B. Applicability

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

1. If the staff member is eligible for leave for reasons provided under the FMLA and NJFLA, then the time taken shall be concurrent and be applied to both laws.

2. The NJFLA provides twelve weeks leave in a twenty-four month period while the FMLA provides twelve weeks leave in a twelve-month period. A staff member is eligible for up to twelve weeks leave in the first twelve months of the twenty-four month period under the NJFLA. A staff member is eligible for up to twelve weeks leave in the second twelve-month period under the FMLA.

3. In the event the reason for the family leave is recognized under one law and not the other law, the staff member is eligible for each law's leave entitlements within one twelve-month period. (Example: A staff member may use their FMLA leave for a twelve week family leave for their own pregnancy, which is considered a "serious health condition" under FMLA, and upon conclusion of the twelve week FMLA leave, the staff member would be eligible for a twelve week NJFLA leave to care for their newborn or any other reasons pursuant to the NJFLA.)

C. Definitions

1. Federal Family and Medical Leave Act (FMLA)

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

“Parent” means the biological parent of a staff member or an individual who stood in loco parentis to a staff member when the staff member was a son or daughter. This term does not include parents “in law”.

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

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

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

2. New Jersey Family Leave Act (NJFLA)

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

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

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

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

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

D. Eligibility

Federal Family and Medical Leave Act (FMLA)

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

Pursuant to 29 CFR Part 825 Section 202, a husband and wife both employed by the MOESC are limited to a combined total of twelve weeks of leave during the twelve-month period if the leave is taken for the birth of a son or daughter of the staff such son or daughter after birth; for placement of a son or daughter with the staff member for adoption or foster care or in order to care for the spouse, son, daughter, or parent of the staff member with a serious health condition.

The method to determine the twelve-month period in which the twelve weeks of FMLA leave entitlement occurs will be a “rolling” twelve-month period measured backward from the date a staff member uses any family leave.

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

2. New Jersey Family Leave Act (NJFLA)

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

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

The method to determine the twenty-four month period in which the twelve weeks of NJFLA leave entitlement occurs will be a “rolling” twenty-four month period measured backward from the date a staff member uses any leave.

E. Types of Leave

Federal Family and Medical Leave Act (FMLA)

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

a. Leave for the birth of a son or daughter or placement of a son or daughter with the staff member for adoption or foster care may not be taken by a staff member intermittently or on a reduced leave schedule.

b. Leave may be taken intermittently or on a reduced leave schedule when medically necessary for planned and/or unanticipated medical treatment of a related serious health condition by or under the supervision of a health care provider, or for recovery from treatment or recovery from a serious health condition.

c. Intermittent leave means leave scheduled for periods of time from one hour or more to several weeks; however, the total time within which the leave is taken cannot exceed a twelve month period for each serious health condition episode. Intermittent leave may be taken for a serious health condition that requires periodic treatment by a health care provider, rather than one continuous period of time. Intermittent leave may also be taken for absences where the staff member is incapacitated or unable to perform the essential functions of the position because of a serious health condition even if the staff member does not receive treatment by a health care provider. The staff member shall make a reasonable effort to schedule intermittent leave so as not to unduly disrupt the operations of the instructional/educational program.

d. Reduced leave means leave scheduled for fewer than the staff member’s usual number of hours worked per workweek, but not fewer than a staff member’s usual number of hours worked per workday, unless otherwise agreed to by the staff member and the Commission. A staff member is entitled, at the option of the staff member, to take leave on a reduced leave schedule not exceeding twenty-four consecutive weeks. The staff member shall

make a reasonable effort to schedule reduced leave so as not to unduly disrupt the operations of the instructional/educational program. The staff member shall provide prior notice of the care, medical treatment or continuing supervision by a health care provider necessary due to a serious health condition of a family member in a manner that is reasonable and practicable. Leave taken on a reduced leave schedule shall not result in a reduction of the total amount of leave to which a staff member is entitled.

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

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

2. New Jersey Family Leave Act (NJFLA)

A staff member may take NJFLA leave in consecutive weeks, as intermittent leave, or as reduced leave. A staff member who requests intermittent or reduced leave shall make a reasonable effort to schedule such leave so as not to unduly disrupt the instructional/educational program.

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

b. Reduced leave means leave scheduled for fewer than the staff member's usual number of hours worked per workweek, but not fewer than a staff member's usual number of hours worked per workday, unless otherwise agreed to by the staff member and MOESC. A staff member is entitled at the option of the staff member, to take leave on a reduced leave schedule for a period not exceeding twenty-four consecutive weeks. The staff member shall make a reasonable effort to schedule reduced leave so as not to unduly disrupt the operations of the instructional/educational program. The staff member shall provide prior notice of the care, medical treatment or continuing supervision by a health care provider necessary due to a serious health condition of a family member in a manner that is reasonable and practicable. Leave taken on a reduced leave schedule shall not result in a reduction of the total amount of leave to which a staff member is entitled.

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

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

F. Notice

1. Federal Family and Medical Leave Act ("FMLA")

a. **Foreseeable Leave** - A staff member eligible for FMLA leave must give at least a thirty day written notice to the Superintendent or designee if the need for the leave is foreseeable based on an expected birth, placement for adoption of foster care, or planned medical treatment for a serious health condition of the staff member or a

If a thirty day notice is not possible, the staff member must provide notice "as soon as practicable", which means as soon as both possible and practical taking into account all the facts and circumstances in the individual case. For foreseeable leave where it is not possible to give as much as thirty days' notice "as soon as practical" ordinarily would mean at least verbal notification to the Superintendent or designee within one or two business days or when the need for leave becomes known to the staff member. The written notice shall include the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave.

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

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

b. **Unforeseeable Leave** - When the approximate timing of the need for leave is not foreseeable, a staff member should give notice to the Superintendent or designee for leave as soon as practicable under the facts and circumstances of the particular case. It is expected the staff member will give notice to the Superintendent or designee within no more than one or two working days of learning of the need for leave, except in extraordinary circumstances where such notice is not foreseeable. The staff member should provide notice to the employer either in

person or by telephone, telegraph, facsimile machine or other electronic means.

2. New Jersey Family Leave Act (NJFLA)

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

- i. Notice for leave to be taken for the birth or placement of the child for adoption, shall be given at least thirty days prior to the commencement of the leave, except that if the date of the birth or adoption requires leave to begin in less than thirty days, the employee shall provide such notice that is reasonable and practicable.
- ii. Notice for leave to be taken for the serious health condition of a family member shall be given at least fifteen days prior to the commencement of leave, except that if the date of the treatment or supervision requires leave to begin in less than fifteen days, the staff member shall provide such notice that is reasonable and practicable,
- iii. When the Superintendent or designee is not made aware that a staff member was absent for family leave reasons and the staff member wants to request the leave be counted as family leave, the staff member must provide timely notice within two business days of returning to work to have the time considered for family leave in accordance with the Family Leave Act.

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

G. Leave Designation

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

H. Benefits

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

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

I. Returning from Leave

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

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

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

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

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

J. Ineligible Staff Members

1. Federal Family and Medical Leave Act (FMLA)

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

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

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

2. New Jersey Family Leave Act

MOESC may deny family leave to the staff member if the staff member is a salaried employee who is among the highest paid five percent of the school staff or one of the seven highest paid employees, whichever employees, whichever is greater, if the denial is necessary to prevent substantial and grievous economic injury to the school’s operations. The Superintendent or designee shall notify the staff member of the intent to deny the leave at the time the Superintendent or designee determines the denial is necessary. If the leave has already commenced at the time of the notification of denial, the staff member shall be permitted to

return to work within ten working days of the date of notification.

K. Verification of Leave

1. Federal Family and Medical Leave Act (FMLA)

MOESC requires a staff member's FMLA leave to care for the staff member's seriously ill spouse, son, daughter, or parent, or due to the staff member's own serious health condition that makes the staff member unable to perform one or more of the essential functions of the staff member's position, be supported by a certification issued by the health care provider of the staff member or the staff member's ill family member. The certification must meet the requirements of 29 CFR Section 825.306 to include: which part of the definition of "serious health condition" applies; the approximate date the serious health condition commenced and its probable duration; whether it will be necessary for the staff member to take intermittent and/or reduced leave; whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity; if additional treatments will be required for the condition; and/or if the patient's incapacity will be intermittent or will require reduced leave. The certification of a serious health condition of a family member of the staff member shall be sufficient if it states the date on which the condition commenced, the probable duration of the condition, and the medical facts within the provider's knowledge regarding the condition. Certification for the birth or placement of a child need only state the date of birth or date of placement.

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

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

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

a timely manner.

2. New Jersey Family Leave Act

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

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

L. Interference with Family Leave Rights

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

M. Non-Tenured Teaching Staff

Family leave granted to a nontenured staff member cannot extend the employees employment beyond the expiration of his/her employment Contract.

N. Record Keeping

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

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

RULES OF WORKPLACE

CONFIDENTIALITY

This section will discuss how to properly maintain the confidentiality of information provided by parents and staff about our students, in some cases, identifying information for confidential issues regarding special medical, safety and behavioral needs.

MOESC will provide the necessary and appropriate confidential information for each child.

MOESC supplied information should not be used for any purpose other than for a purpose as authorized by MOESC, including but not limited to, a commercial purpose or communicating with parents unless pre-approved by the coordinator.

In addition, written communication about procedures or any other information cannot be distributed to parents by an individual employee. If you have a concern or want to share information, you must contact your Supervisor to discuss first.

SMOKING

MOESC is a smoke-free workplace. Smoking on the premises shall not be permitted.

NO SOLICITATION

In order to limit the possibility of disruption of operations and annoyance of employees, the following must be observed without exception:

Solicitation by an employee of fellow employees, during the working time of either employee, on behalf of any individual, company, club or cause is not allowed.

Distribution of any literature, pamphlets or materials to an employee by another employee during the working time of either employee, or at any time in any working area is not allowed.

Any solicitation by any persons who are not employed by the organization is prohibited at all times throughout the entire facility.

These policies apply to solicitations for all purposes, including lotteries, raffles or political organizations, labor organizations, fraternal organizations, charities and the like. Any employee violating these policies will be subject to disciplinary action.

CONDUCT AND DRESS

The Board of Directors is cognizant of the rights of employees to express their individuality through their attire. It also recognizes the value of tasteful and appropriate dress which is conducive to a dignified environment for learning and the fostering of respect and discipline. The Board observes that employees serve as role models for the students of our educational programs and help to shape attitudes and values concerning neatness, pride and cleanliness.

Balancing these factors, the Board adopts a dress code for employees that is only minimally restrictive, but sets reasonable standards for grooming and appearance during work hours and at work functions. The dress codes for employees are to be enforced fairly and evenhandedly at all times. These shall be reviewed annually for reasonableness under the standard of generally accepted dress in business and social context consistent with changing community attitudes.

Responsibility for acceptable dress will rest primarily with the employee as a professional.

All employees shall be neatly attired and groomed while discharging their responsibilities to MOESC.

1. Attire shall meet the following criteria:

Females shall not wear jeans, sweat pants, tee shirts, jogging suits or shorts. The wearing of sneakers is not permitted.

Males shall not wear jeans, sweat pants, sweat shirts, tee shirts, pullover shirts, jogging suits or shorts. The wearing of sneakers is not permitted.

2. Departure from adopted code — prior approval

If any employee has cause to seek temporary relief from this code, a letter seeking relief may be submitted to the Chief School Administrator stating the reasons for the temporary relief. The Chief School Administrator shall respond in writing to the employee within three days.

3. Enforcement

An employee violating the dress code will be issued a letter of reprimand, a copy of which will be placed in the employee's personnel file. Upon the fifth letter of reprimand, the Chief School Administrator may recommend appropriate disciplinary measures allowed by law.

4. Severability

This dress code shall be deemed to be severable. If any section is found to be unreasonable or void by a competent jurisdiction, only the section shall be deemed deleted.

ON-THE-JOB USE, POSSESSION OR SALE OF DRUGS OR ALCOHOL

A. **Alcohol** - Being under the influence of alcohol or a combination of any drug and alcohol to the extent that an employee is affected in any detectable manner, while working for MOESC, is prohibited to the extent that such use or influence may affect the safety of the students, coworkers or members of the public, the employee's job performance, or the safe or efficient operation of MOESC. Except as permitted by MOESC administration, consumption of alcohol at the facility is prohibited.

B. **Legal Drugs** - Except as provided below, the use or being under the influence of legally obtained drugs while working for MOESC is prohibited to the extent that such use or influence may affect the safety of the students, coworkers or members of the public, the employee's job performance, or the safe or efficient operation of the MOESC facility. An employee may continue to work, even though under the influence of a legal drug, if the Superintendent has determined, after consulting with appropriate medical authorities, that the employee does not pose a threat to his or her own safety or the safety of students or the safety of coworkers or the public, and that the employee's job performance is not significantly affected by the legal drug. Otherwise, the employee may be required to take a leave of absence or comply with other appropriate actions as determined by the Superintendent.

C. **Illegal Drugs** - The use, sale, purchase, transfer or possession of any illegal drug by any employee while in or around a MOESC facility or while performing for MOESC is prohibited. The presence of any detectable amount of any illegal drug in an employee while working for MOESC or while in a MOESC facility is prohibited.

Disciplinary Action

Violation of this policy can result in disciplinary action, up to and including termination, even for a first offense.

Searches

MOESC may conduct unannounced searches for illegal drugs or alcohol in MOESC facilities. Employees are expected to cooperate in conducting such searches.

Searches of employees and their personal property may be conducted when there is reasonable suspicion to believe that the employee or employees are in violation of this policy.

Searches of employees and their personal property may otherwise be conducted when circumstances or workplace conditions justify them.

An employee's consent to a search is required as a condition of employment and the employee's refusal to consent may result in disciplinary action, including termination, even for a first refusal.

Searches of MOESC facilities and property can be conducted at any time and do not have to be based on reasonable suspicion.

Mistakes

Because we are human, we all make mistakes. The difference between a responsible person and an irresponsible person lies in the way we handle our mistakes. Do not try to hide your mistakes. It is your responsibility to bring the mistake to our attention right away so that it can be addressed promptly and professionally.

Personal Phone Calls

The telephone lines of MOESC are for MOESC calls. We do not encourage personal phone calls during work hours. However, necessary personal calls by employees are permitted. Personal phone calls should be infrequent and should be limited in duration.

Friends and family members should be reminded this is a work place. Personal calls may be made before work starts, during lunch hour and after work.

Employment Cell Phone Policy

MOESC is always concerned for the safety of its employees and others. As we all know, cell phones create a distraction while driving. Most states now have statutes banning or restricting telephone calls or text messaging while driving. Some states allow telephone calls on hands-free devices while driving. Additionally, cell phones can cause a distraction and the loss of valuable time in the workplace. In order to insure the safety and well-being of its employees and others, MOESC has adopted the following cell phone policy:

Driving Policy:

There should be no cell phone (talking or texting) use while driving. Switch the cell phone to voice mail when driving.

Employees should pull over on the road and insure that the car is in park position, if it is necessary to take or make a telephone call. (Pulling over on the road should be done only in safe conditions. If there is no shoulder or some other reason that pulling over is not safe, the call should not be taken or made at that time.)

In the event that an employee gets a ticket for cell phone use while driving or is in an accident, any costs, fees and fines will be the responsibility of the employee.

Workplace Policy:

Personal calls (or texts) are only allowed during breaks and lunch. Cameras on cell phones should not be used in the workplace.

Employees should be mindful of others when making business calls on the cell phone for both privacy and distraction reasons.

This policy applies to the use of cell phones whether it occurs during the regular business hours or not. MOESC values its employees and their safety.

Information Technology Usage Regulation

Any and all e-mails, texts, tweets, and other electronic communications sent from, created on or accessed through MOESC supplied computers, laptops, phones, “smart phones” such as Blackberries or other electronic systems, regardless of where used are the property of the MOESC shall be used for business purposes only and are subject to monitoring by MOESC.

All information and communications created on, received on, saved on, sent on or accessed through MOESC’s servers, workstations/laptops and any other electronic devices (including but not limited to PDA and cell phones) are the property of MOESC and subject to monitoring by MOESC.

Employee e-mail sent and received through MOESC’s computers - including e-mail and internet search activity using third-party internet service providers (ISPs) (such as personal e-mail accounts with Yahoo, GMail, AOL or others) - is subject to search and monitoring with or without notice, regardless of whether MOESC’s systems are accessed in or out of the office, or whether the communications pass through MOESC’s server. Such e-mails, including through personal e-mail accounts, are stored on the MOESC computer or electronic equipment’s hard drive, may be forensically retrieved and monitored by MOESC. MOESC will periodically and randomly perform such monitoring of individual employee usage without cause to believe improper use is being undertaken, and in all circumstances where such cause exists. Such usage is not to be considered private, personal or confidential.

OBLIGATION TO PRESERVE E-MAIL

The obligation to preserve e-mail shall be in accordance with all state regulations. While a user may delete an e-mail message, copies of the e-mail will still remain on servers and backup tapes and will be available to MOESC.

Only authorized encryption may be utilized. All passwords/encryption keys must be on file with the Chief Technology Officer prior to their utilization.

All e-mails that are addressed to any person(s) outside of MOESC shall have a standard disclaimer at the bottom of the text, stating, "Nothing contained in this e-mail is intended to be an offer to commit MOESC to any purchase, sale, contract, or other course of action." This shall not apply to e-mails written by users who are authorized to enter into agreements on MOESC's behalf when the e-mail is part of an authorized course of business.

All e-mails that are addressed to any person(s) outside of MOESC shall clearly identify the user by full name and official title. The user's telephone number shall also be included.

Due to the potential for security breaches and the transmission of computer viruses, users shall exercise extreme caution in downloading and executing any files attached to e-mail. If the attachment is not clearly business related and/or expected from a known source, it should never be opened or executed. Such e-mails and attachments should be immediately brought to the attention of the Chief Technology Officer.

Users shall not subscribe to any e-mail lists that are not directly relevant to their assigned duties.

Information that is Sensitive or Confidential shall never be e-mailed to persons outside of MOESC unless all of the following conditions are met:

1. The e-mail transmission is expressly approved, in advance, by an authorized administrator.
2. The Sensitive or Confidential Information is encrypted.
3. The e-mail text includes a warning to the recipient that the material is Secret, Sensitive, or Confidential and is the property of MOESC.
4. The e-mail text contains a specific statement of why the recipient is receiving it, what they may do with the information, and who, if anyone, they may disclose it to.
5. A copy of the e-mail is permanently archived by the user. Each user is responsible for ensuring that the use of MOESC's e-mail system is consistent with this policy, any other applicable MOESC policy, and appropriate business practices. E-mails shall not contain personal information, jokes (no matter how innocent or humorous), pornography, sexist, racist,

defamatory, insulting or obscene remarks; anything of a commercial nature not pertaining to MOESC's business, anything of a political nature, copyrighted/trade secret materials or other inappropriate remarks. Further, the e-mail system shall not be used for any purpose in violation of law or regulation.

MOESC's e-mail system shall not be utilized by users for any commercial or non-commercial activity that is not in furtherance of MOESC's business. The prohibited activity includes solicitation for charitable contributions and sales of products from one user to another. "Chain Letter" e-mails shall not be created or forwarded. Messages sent to all users must have the expressed prior authorization of a manager.

Users shall carefully review all e-mail prior to sending it to ensure that its meaning is clear and not subject to interpretation. Humor and sarcasm can be easily misinterpreted in an e-mail and should be avoided. E-mail messages should be composed in a professional manner.

Comments that would be inappropriate in memoranda and letters are equally inappropriate in e-mails.

Unless given prior written approval, utilization of MOESC owned computer assets to access any e-mail account of service by a user is expressly forbidden.

Passwords for the authorized user shall be assigned by the Chief Technology Officer and will be changed on a regular basis. No user is permitted to change any password. Users shall not reveal their e-mail passwords to anyone. Excluding members of the Technology Department, users shall not utilize or access e-mail accounts belonging to any other user.

Violation of this policy shall result in disciplinary action up to and including action up to and including termination.

INTERNET USAGE

This regulation shall apply to anyone utilizing MOESC's Internet access systems.

MOESC's Internet access is intended to further the educational and administrative purposes of MOESC. All information created, sent or received via MOESC's computers, networks, Internet access and/or e-mail systems is the property of MOESC.

MOESC reserves the right to monitor, filter and/or review, at any time, all Internet utilization via MOESC's Internet access. MOESC further reserves the right to reveal any Internet access related information to any party that it deems appropriate. The use of encryption, the labeling of a communication as private, the deletion of a communication, or any other such process or action, shall not diminish MOESC's rights in any manner.

MOESC shall disclose Internet access information to any party that it may be required to by law or regulation. This may include law enforcement search warrants and discovery requests in civil litigation.

Users shall not access any material that is not directly relevant to their assigned duties.

Users shall not post any comments or statements on any web page or send any messages to Internet newsgroups, including but not limited to, social networking, such as "Facebook" or "Twitter".

Users shall not enter any Internet chat rooms or chat channels.

Due to the potential for security breaches, users shall not download software from the Internet unless prior written approval has been obtained from the Chief Technology Officer.

Each user is responsible for ensuring that his or her use of MOESC's Internet access is consistent with this policy, any other applicable MOESC policy, and appropriate business practices. Internet sites containing jokes (no matter how innocent or humorous), pornography, sexist, racist, defamatory, insulting or obscene material, pirated software, or any other inappropriate material shall not be accessed. Further, the Internet access system shall not be used for any purpose in violation of law, regulation, copyright or trade secret.

MOESC's internet access shall not be utilized for any commercial or non-commercial activity that is not in furtherance of MOESC business.

Users should be mindful that Internet sites they visit collect information about visitors. This information will link the user to MOESC. Users shall not visit any site that might in any way cause damage to MOESC's image, reputation, servers, workstations and network.

Users should be aware that much of the material available on the Internet is copyrighted or trademarked. Other than viewing publicly available material, users shall not use any material

found on the Internet in any manner without first establishing that such use would not be in violation of a copyright or trademark.

Unless given prior written approval, utilization of MOESC owned computer assets to access any e-mail account or service by a user is expressly forbidden.

Passwords for the authorized user shall be assigned by the Chief Technology Officer and will be changed on a regular basis. No user is permitted to change any password. Users shall not reveal their passwords to anyone. Excluding members of the Technology Department, users shall not utilize or access domain accounts, Internet accounts, and e-mail accounts belonging to any other user.

Violation of this regulation shall result in disciplinary action up to and including termination.

SOFTWARE CODE OF ETHICS

This regulation shall apply to anyone utilizing MOESC's Software Applications.

MOESC's Software is intended to further the educational and administrative purposes of MOESC. Unauthorized duplication of copyrighted computer software violates the law and is contrary to MOESC's standards of conduct.

MOESC will neither engage in nor tolerate the making of or using of unauthorized software copies under any circumstances.

MOESC will provide licensed software to meet the legitimate software needs in a timely fashion and in sufficient quantities for MOESC's computers.

MOESC will comply with all license or purchase terms regulating the use of any software acquired or used.

MOESC will enforce strong internal controls to prevent the making of or using of unauthorized software copies, including effective measures to verify compliance with these standards and appropriate disciplinary measures for violation of these standards.

Violation of this regulation shall result in disciplinary action up to and including termination.

Network/Data Security

Only devices purchased and/or approved by MOESC are permitted on the network. Unauthorized devices may not be connected to MOESC systems/networks without written consent from the Chief Technology Officer. These devices are (but are not limited to):

- 1 – Personal computers/laptops
- 2 – USB flash drives
- 3 – Personal handheld devices

MOESC owned computers used remotely (outside of MOESC network, therefore not protected by MOESC Firewall and anti-virus), will not be permitted on the internal network without being checked by the Information Technology department. Any device that is infected with a virus or has been compromised will be formatted (erased). The Information Technology department will reinstall MOESC approved software only. Any additional software or personal documents will not be saved or reinstalled.

Social Networking

Although social networking at work is prohibited and social networking, through the use of MOESC's Internet Access Systems is prohibited, it should be noted that MOESC prohibits, at any time, the use of social media which may interfere with the performance of the employee's work or which violates the policies against harassment, discrimination, and the like, as contained in this Handbook, or which disseminates confidential information or trade secret information or violates an employee's privacy. Although the employees' First Amendment Rights are respected by MOESC and the rights of an employee to discuss working conditions are also not restricted, MOESC, at the same time, expects loyalty from its employees and prohibits employees from disparaging any other employees or MOESC expecting any MOESC employee to first bring any concerns to the MOESC administration and Board in accordance with the policies set forth in this Handbook.

Violations of this Social Networking Policy may result in discipline up to and including termination.

General Prohibition of Relationship Between Staff/Students

The Board recognizes its responsibility to protect the health, safety and welfare of all pupils within this school district. Furthermore, the Board recognizes there exists a professional responsibility for all school staff to protect a pupil's health, safety and welfare. The Board strongly believes that school staff members have the public's trust and confidence to protect the well-being of all pupils attending the school district.

In support of this Board's strong commitment to the public's trust and confidence of school staff, the Board holds all school staff to the highest level of professional responsibility in their conduct with all pupils. Inappropriate conduct and conduct unbecoming a school staff member will not be tolerated.

The Board recognizes and appreciates the staff-pupil professional relationship that exists in a school district's educational environment. These provisions have been developed and adopted by this Board to provide guidance and direction to avoid actual and/or the appearance of inappropriate staff conduct and conduct unbecoming a school staff member towards pupils.

School staff's conduct in completing their professional responsibilities shall be appropriate at all times. School staff shall not make inappropriate comments to pupils or about pupils and shall not engage in inappropriate language or expression in the presence of pupils. School staff shall not engage in inappropriate conduct toward or with pupils. School staff shall not engage or seek to be in the presence of a pupil beyond the staff member's professional responsibilities. School staff shall not provide transportation to a pupil in their private vehicle or permit a pupil into their private vehicle unless there is an emergency or a special circumstance that has been approved in advance by the Building Principal/immediate supervisor and the parent/legal guardian.

The Commissioner of Education has determined inappropriate conduct by a school staff member outside their professional responsibilities may be considered conduct unbecoming a staff member. Therefore, school staff members are advised to be concerned with such conduct which may include, but are not limited to, communications and/or publications using e-mails, text-messaging, social networking sites, or any other medium that is directed and/or available to pupils or for public display.

A school staff member is always expected to maintain a professional relationship with pupils and to protect the health, safety and welfare of school pupils. A staff member's conduct will be held to the professional standards established by the New Jersey State Board of Education and the New Jersey Commissioner of Education. Inappropriate conduct or conduct unbecoming a staff member may also include conduct not specifically listed in this Policy, but conduct determined by the New Jersey State Board of Education, the New Jersey Commissioner of Education and/or appropriate courts to be inappropriate or conduct unbecoming a school staff member.

School personnel, compensated and uncompensated (volunteers), are required to report to their immediate supervisor or Building Principal any possible violations of this Policy. In the event the report alleges conduct by the Building Principal or the immediate supervisor, the school staff member may report directly to the Superintendent. In addition, school personnel having reasonable cause to believe a pupil has been subjected to child abuse or neglect or acts of child abuse or neglect as defined under *N.J.S.A. 9:6-8.10* are required to immediately report to the Division of Youth and Family Services in accordance with *N.J.A.C. 6A:16-10.1 et seq.* and inform the Building Principal or immediate supervisor after making such report. However, notice to the Building Principal or designee need not be given when the school staff member believes such notice would likely endanger the referrer or child(ren) involved or when the staff member believes that such disclosure would likely result in retaliation against the child or in discrimination against the referrer with respect to his/her employment.

Reports may be made in writing or with verbal notification. The immediate supervisor or Building Principal will notify the Superintendent of all reports, including anonymous reports. The Superintendent will investigate all reports. The Superintendent may, at any time, take such appropriate action as necessary and as provided for in the law. This may include, but is not limited to, notifying law enforcement, notifying the Division of Youth and Family Services in accordance with *N.J.A.C. 6A:16-10.2, et seq.* and/or any other measure provided for in the law.

General Prohibition of Relationship Between Staff/Staff

A dating, close personal, or romantic relationship should never exist between a Board Member, the Superintendent, an Administrator, Principal or any other supervisor of employees, a subordinate employee within a chain of command or between employees. These relationships have the potential of interfering with supervision, creating workplace morale issues, and even leading to claims of conflict of interest, favoritism or even sexual or other workplace harassment. To avoid these problems and to foster a positive workplace environment, the relationship shall be promptly reported by the employees involved in any such relationship to the Office of the Superintendent and the Office of the School Business Administrator or other designee who will serve as the human resource representative for the Board and the Office of the Superintendent.

After a review of the facts, appropriate action may include transfer of either employee. A written agreement shall also be required providing for the following:

- (1) that the relationship is voluntary and consensual and unrelated to their employment;
- (2) acknowledging awareness of the policies and procedures for reporting claims of discrimination and workplace harassment;
- (3) that the policies against workplace harassment and discrimination have been read;
- (4) acknowledging that the anti-harassment discrimination policies have been discussed with a representative of the Board and the Office of the Superintendent;
- (5) that the written agreement shall be relied upon by the Board and the Office of the Superintendent;
- (6) representing that the relationship is consensual and not a violation of any of the discrimination and harassment policies;
- (7) that favoritism shall not be engaged based on the relationship;
- (8) acknowledging that an employment action may be taken in the event favoritism is reported and confirmed;
- (9) that they shall not participate in any decision-making processes that could affect the other employee's pay, promotional opportunities, performance reviews, career, workplace hours, shifts, or other terms and conditions of employment;
- (10) that they shall maintain professional behavior while at work;
- (11) that in the event of any problems with the relationship, that any decision to end the relationship shall be respected;
- (12) that they shall not engage in any conduct that would violate the Board's anti-harassment or discrimination policy should the relationship cease;
- (13) that any such supervisor has been informed of possible personal legal liabilities that may arise from relationship with subordinates;
- (14) that any such supervisor agrees that he or she shall not engage in *quid pro quo* sexual harassment such that the supervising employee shall not make the relationship a condition or term of the subordinates employment in any fashion;
- (15) that the subordinate employee understands his or her rights pursuant to the Board's anti-harassment and anti-discrimination policies including Federal and State law;

(16) that the subordinate employee understands sexual harassment is defined as: Submission to such conduct (unwelcome sexual advances or requests for favors or other sexual conduct) is made either explicitly or implicitly a term or condition of an individual's employment;

Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual; or

Such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

and admits and agrees that the relationship with the supervisor is not made a term or condition of employment;

(17) the subordinate employee shall inform the Board and the Office of the Superintendent as directed in this policy in the event he or she experiences any negative consequences and that such information and notice shall be immediate so as to allow the employer to take any corrective actions that may be necessary;

(18) that they both agree that any issue in any way related to the consensual relationship or its cessation shall be referred to an arbitrator, who shall be a retired New Jersey Superior Court Judge, and not to the courts or any other method of arbitration or grievance;

(19) that they both agree that this notice and their agreement is not to be construed as any approval or sanctioning of the relationship by the Board or the Office of the Superintendent;

(20) that they both agree the Board and the Office of the Superintendent are afforded the right and ability to make any and all appropriate and necessary decisions about the chain of command and reporting structures so as to prevent any real or perceived impropriety or conflict of interest; and

(21) that a failure to disclose the relationship in a timely manner or to comply with any directed action is a violation of this policy and may result in employment action.

EMPLOYMENT AND TRANSFER

A. Employees who move from part-time to full-time positions will receive credit on a prorated basis for their part-time experience with MOESC.

B. Employees will be notified of their contract and salary status for the ensuing year no later than May 15.

C. Notice of vacancies will be posted in MOESC and school offices. Such notice will include a job description, qualifications and remuneration consistent with the established guide. Vacancy notices will be posted at least ten (10) school days before the application deadline. MOESC shall internally post on the MOESC website any teaching vacancies for any vacant or newly created teaching position.

D. Employees who wish to transfer to another position shall submit a request in writing to the Superintendent of Schools.

E. Notice of termination by either employer or employee may be given at any time, giving to the other thirty (30) days in writing of intention to terminate.

Leaving MOESC

If you are planning to resign from MOESC, please let us know. We do not like to lose a staff member. Sometimes, when a problem or dissatisfaction arises, all it takes is frank and open discussion to resolve the problem satisfactorily.

In either case, MOESC requires thirty (30) days' written advance notice of resignation. You will, of course, receive all benefits accrued up to and including your last day of work. During that time and circumstances permitting, we ask that you continue to work up to your usual standards, taking particular care to continue to arrive on time and fulfill your usual responsibilities.

During your last days at MOESC, you may take part in an exit interview. You will be advised of your health insurance continuation rights and entitlement to accrued, unused vacation time. In addition, you will be asked to return any keys or other MOESC items that may be in your possession. All MOESC and customer information which you obtained through your employment shall be regarded as confidential.

DISCIPLINE

DISCIPLINARY PROCEDURES

MOESC will be guided by professionalism and ethical standards with respect to employee discipline. It is not MOESC's desire to have to terminate the employment of any of its employees. However, in those situations that cannot be properly resolved, we will have no option, but to dismiss an employee.

Disciplinary action up to and including dismissal may be imposed for any action that is a violation of MOESC policies or procedures (even if not specifically included herein), that threatens the health or well-being of students, parents, fellow staff members, or that threatens or undermines the morale, reputation, welfare, harmony or productivity of MOESC.

Should disciplinary actions become necessary, management may first warn the employee about the problem verbally and/or in writing. If the problem continues without resolution, the employee may be dismissed.

Upon dismissal, MOESC may provide the terminated employee with two (2) weeks of termination pay plus a prorated share of earned vacation pay.

MOESC will also endeavor to notify its health insurance/dental insurance/life insurance providers of the termination and arrange for the necessary paperwork to be sent to the terminated employee to allow for the possible continuance of this insurance by the employee at no cost to the employer.

GRIEVANCE

GRIEVANCES / COMPLAINTS

A grievance is defined as a complaint by an employee that there has been a personal loss, injury, or inconvenience due to misinterpretation or misapplication of an employee's terms and conditions of employment or MOESC policy.

A grievance to be considered under this procedure must be initiated within thirty (30) calendar days from the time when the employee knew or should have known of its occurrence.

The grievance procedure is a means by which an employee may appeal the interpretation, application, or violation of policies, procedures, terms and/or conditions of contracts, agreements, and of employment affecting them.

The grievance procedure is as follows:

1. Within 30 work days from time the employee knew or should have known of its occurrence, an employee who has a grievance shall discuss it first with the immediate supervisor involved in an attempt to resolve the matter informally.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within ten (10) work days, he shall set forth his grievance in writing to the immediate supervisor, specifying the following:
 - a. The nature of the grievance and the injury, loss or inequity suffered;
 - b. The results of previous informal discussion;
 - c. His/her dissatisfaction with decisions previously rendered;
3. Upon receipt of the grievance, the immediate supervisor will send a copy of the grievance to the office of the Chief School Administrator. The immediate supervisor will communicate his/her decision to the employee and the Chief School Administrator in writing within ten (10) work days of receipt of the written grievance.
4. The employee may appeal the immediate supervisor's decision to the chief School Administrator. The appeal to the Chief School Administrator must be made in writing, reciting the matter submitted with decisions previously rendered. The Chief School Administrator shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) work days. The Chief School Administrator shall communicate his/her decision in writing within ten (10) work days to the employee and the immediate supervisor.
5. If the grievance is not resolved to the grievant's satisfaction, the grievant may within ten (10) work days request a review by the Board of Directors. The request shall be submitted in writing, through the Chief School Administrator, who shall attach all related papers and forward the request to the Board. The Board of Directors or a committee thereof shall review the grievance and if requested by the grievant, may hold a hearing. If not waived, a hearing shall be

held with the grievant(s) within thirty (30) work days and a decision shall be rendered in writing within ten (10) working days of the hearing. If the hearing is waived, a decision shall be rendered in writing within thirty (30) work days of receipt of the grievance. The decision of the Board shall be final.

6. All documents, communications, and records dealing with the processing of a grievance shall be filed in a grievance file and shall not be kept in the personnel folder of any of the participants.

7. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

8. No reprisals of any kind shall be taken by either party as a result of action taken under this article of the contract.

ACCIDENT PROCEDURES

ACCIDENT PROCEDURE

Care should be taken to avoid any accidents and to ensure the safety and well-being of all students, staff and visitors. If and when an accident does occur, the following procedures must be followed:

- Determine the severity of the accident and assess the need and degree of intervention.
- Utilize a continuum of intervention from the least intrusive to the most extreme.
- If the problem is severe enough, call 911 immediately.
- Notify the office of the Principal to report the nature of the accident and person(s) involved.
- Follow up with a written report. Utilize the **Incident/Accident form** for this purpose. Report the incident/accident and then email/fax/mail a copy of the report to the MOESC Central office. Be sure to write objectively, clearly, and concisely. State facts only taking your time to document everything.
- The person who witnessed the incident/accident should be the one to complete the report.

INCIDENT / ACCIDENT REPORT

The MOESC Incident/Accident report form is completed to inform the MOESC office of an incident or accident that took place at the MOESC Program. The facts need to be stated and please do not include your opinion. Remember to include specific details. The report needs to be professional and neat. If you need another page to write on, use another sheet of lined paper. This report may at any time be shared with MOESC Administration and other persons.

Remember to include the following:

- Date
- Time
- Children involved (with grade) and adults involved
- School location and location of the program

You need to write up any incident that is hampering the smooth, safe operation of the Program. In addition, any accident needs to be reported also.

Here are some guidelines to follow:

1. Requiring constant 1:1 attention
2. Risking or inflicting physical or emotional harm to a child or children
3. Physically or verbally abusing a child or children and/or staff
4. Destroying program material and/or facilities
5. Leaving the program without permission
6. Not conforming to the rules and guidelines of the program
7. Using profanity

It is our goal to resolve behavioral problems by working with the child, parent and Care persons through effective communication. However, should a discipline problem arise, continue, or be of a serious nature, parents must be notified in writing.

MOESC will handle a discipline problem in various ways such as: communication with the parents and school, behavior letters, accommodations utilized, suspension and in some cases termination from the Program. Each behavioral problem is handled on an individual basis.

WORKPLACE HARASSMENT
AFFIRMATIVE ACTION
WHISTLE-BLOWER
BULLYING

AFFIRMATIVE ACTION PROGRAM FOR EMPLOYMENT AND CONTRACT PRACTICES/EMPLOYMENT PRACTICES PLAN

The MOESC Board of Directors and its administration (“Board”) shall, in accordance with law, strive to overcome the effects of any previous pattern of discrimination in employment practices and shall systematically monitor procedures to ensure continuing compliance with anti-discrimination laws and regulations.

No qualified handicapped person, shall, on the basis of handicap, be subjected to discrimination in employment and the Board will take positive steps to employ and advance in employment qualified handicapped persons in programs and activities.

It will be the responsibility of the Affirmative Action Officer to:

1. Study job descriptions, job qualifications, and salary guides for discriminatory practices;
2. Compare the characteristics of persons in MOESC’s hiring region who possess skills required to the characteristics of MOESC employees;
3. Develop methods to search out sources of candidates for employment;
4. Recommend methods of recruitment that will encourage minority and female applicants;
5. Review recruiting advertisements and application forms;
6. Compare data on the promotion and discharge of women and minorities to MOESC-wide data on promotion and discharge of employees; and
7. Recommend programs that will encourage greater job opportunities for women and members of minority groups.

The Affirmative Action Officer shall report as required to the Board on progress made in the affirmative action program for employment and contract practices. The Board will annually report the progress toward objectives of any State-approved affirmative action plan.

**AFFIRMATIVE ACTION PROGRAM FOR EMPLOYMENT AND
CONTRACT PRACTICES/EMPLOYMENT PRACTICES PLAN
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 statutes and administrative codes, and Federal laws and Policy 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, affectional or sexual orientation, gender, gender identity or expression, socioeconomic 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 Monmouth Ocean Educational Services Commission.
2. “Complaint” means an alleged discriminatory act or practice.
3. “Complainant” means a staff member who alleges a discriminatory act or practice.
4. “Day” means a working or calendar day as identified.
5. “Discriminatory act or practice” means denial of equal employment opportunity in violation of State statutes and administrative codes and Federal laws and Policy 1530.
6. “School district” means the Monmouth Ocean Educational Services Commission.

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 thirty 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 paragraph C.1., 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 seven 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 three 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/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 seven 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 seven 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 three 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 forty-five 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
New Jersey State Department of Education
P.O. Box 500
Trenton, New Jersey 08625-0500
Telephone: (877) 900-6960 or the
 - b. New Jersey Division on Civil Rights
Trenton Regional Office
Office of the Attorney General
140 East Front Street – 6th Floor
Trenton, New Jersey 08625-0090
Telephone: (609) 292-4605

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.

PROTECTION AGAINST RETALIATION

The MOESC Board of Directors and its administration (“Board”) will take no retaliatory action, by discharge, demotion, suspension, or any other adverse action, against an employee because that employee has conscientiously:

1. Disclosed or threatened to disclose to a supervisor or public body an activity, policy, or practice of this Board or any administrator or employer that the employee reasonably believes to be in violation of law or rule;
2. Provided information to a public body conducting an investigation, hearing, or inquiry into any alleged violation of law by the Board or any administrator or employer of MOESC; or
3. Objected to or refused to participate in an activity, policy, or practice that the employee reasonably believes to be in violation of law or rule, fraudulent, criminal, or incompatible with a clear mandate of public policy concerning the public health, safety, or welfare or protection of the environment.

An employee who has reason to believe that the Board or any administrator or employer has engaged in an illegal activity or an activity contrary to public policy must report that belief in writing to the Superintendent before notice is given to a supervisor or a public body. The Superintendent shall promptly report the same to the Board and institute an investigation of the reported activity. The findings of the investigation will be reported in writing to the Board and to the employee.

The protection of law and this policy apply only to employees who have given notice in accordance with this policy and have afforded the Board a reasonable period of time to take any corrective action that may be required or have acted in circumstances that the employee believes in good faith constitute an emergency.

The Superintendent shall post notice of this policy and inform employees of their rights under the New Jersey Conscientious Employee Protection Act.

SEXUAL HARASSMENT

The MOESC Board of Directors and its administration (“Board”) will not tolerate sexual harassment of pupils by school employees, other pupils or third parties. Sexual harassment of pupils is a form of prohibited sex discrimination. School administrators or other Board designees will investigate and resolve allegations of sexual harassment of pupils engaged in by school employees, other pupils (peers), or third parties.

The Board shall establish a grievance procedure (see attached procedure) through which school staff and/or pupils can report alleged sexual discrimination, including sexual harassment which may include quid pro quo harassment and hostile environment.

Definitions:

1. Quid pro quo harassment occurs when a school employee explicitly or implicitly conditions a pupil’s participation in an educational program or activity or bases an educational decision on the pupil’s submission to unwelcomed sexual advances, requests for sexual favors, or other favors, or other verbal, nonverbal, or physical conduct of a sexual nature. Quid Pro Quo Harassment is equally unlawful whether the pupil resists and suffers the threatened harm or submits and thus avoids the threatened harm.
2. Hostile environment sexual harassment is sexually harassing conduct (which can include unwelcomed sexual advances, requests for sexual favors, or other favors, or other verbal, nonverbal, or physical conduct of a sexual nature) by an employee, by another pupil, or by a third party that is sufficiently severe, persistent, or pervasive to limit a pupil’s ability to participate in or benefit from an educational program or activity, or to create a hostile or abusive educational environment.

This Policy protects any “person” from sex discrimination; accordingly both male and female pupils are protected from sexual harassment engaged in by school employees, other pupils, or third parties. Sexual harassment, regardless of the gender of the harasser, even if the harasser and the pupil being harassed are members of the same gender is prohibited. Harassing conduct of a sexual nature directed toward any pupil, regardless of the pupil’s sexual orientation, may create a sexually hostile environment and therefore constitute sexual harassment. Nonsexual touching or other nonsexual conduct does not constitute sexual harassment.

The regulation and grievance procedure shall provide a mechanism for discovering sexual harassment as early as possible and for effectively correcting problems.

The Superintendent, or designee, will take steps to avoid any further sexual harassment and to prevent any retaliation against the pupil, who made the complaint, was the subject of the harassment, or against those who provided the information or were witnesses. The school staff can learn of sexual harassment through notice and any other means such as from a witness to an incident, an anonymous letter or telephone call.

This policy and regulation on sexual harassment of pupils shall be published and distributed to pupils and employees to ensure all pupils and employees understand the nature of sexual harassment and that the Board will not tolerate it. The Board shall provide training for all staff and age-appropriate classroom information for pupils to ensure the staff and the pupils understand what type of conduct can cause sexual harassment and that the staff know the policy and regulation on how to respond.

In cases of alleged harassment, the protections of the First Amendment must be considered if issues of speech or expression are involved. Free speech rights apply in the classroom and in all other programs in the public schools. The Superintendent, or designee, will formulate, interpret, and apply the policy so as to protect free speech rights of staff, pupils and third parties.

In addition, if the Board accepts Federal funds, the Board shall be bound by Title IX of the Education Amendments of 1972 prohibiting sexual harassment of pupils. Title IX applies to all public school districts that receive Federal funds and protects pupils in connection with all the academic, educational, extra-curricular, athletic, and other programs, whether they take place in the school facilities, on the school bus, at a class or training program sponsored by the school in a school building or at another location.

SEXUAL HARASSMENT OF STAFF MEMBERS
COMPLAINT PROCEDURE

Sexual harassment of staff members is prohibited by the MOESC Board of Directors and its administration. The Superintendent and staff will use the following methods to investigate and resolve allegations of sexual harassment of staff members.

A. Definitions

1. Gender-based Harassment - Gender-based harassment that includes acts of verbal, nonverbal, physical aggression, intimidation, or hostility based on gender, but not involving conduct of a sexual nature, may be a form of sex discrimination if it is sufficiently severe, persistent, or pervasive and directed at individuals because of their gender.
2. Hostile Environment Sexual Harassment - Sexual harassing conduct (which can include unwelcomed sexual advances, requests for sexual favors or other favors, or other verbal, nonverbal or physical conduct of a sexual nature) by a staff member that is sufficiently severe, persistent, or pervasive to limit another staff member's ability to participate in a workplace environment or activity, or to create a hostile or abusive workplace environment.
3. Quid Pro Quo Harassment - When a staff member explicitly or implicitly conditions another staff member's conditions of employment on the staff member's submission to unwelcomed sexual advances, requests for sexual favors, or other favors, or other verbal, nonverbal or physical conduct of a sexual nature. Quid Pro Quo Harassment is equally unlawful whether the staff member resists and suffers the threatened harm or submits and thus avoids the threatened harm.

B. Grievance Procedure

The following Grievance Procedure shall be used for an allegation(s) of harassment of staff members by other staff members:

1. Reporting of Sexual Harassment Conduct
 - a. Any person with any information regarding actual and/or potential sexual harassment of a staff member must report the information to the Building Principal/Superintendent, their immediate supervisor or the Affirmative Action Officer.
 - b. MOESC can learn of sexual harassment through other means such as from a witness to an incident, an anonymous letter, or telephone call.

c. A report to the Building Principal/Superintendent or an immediate supervisor will be forwarded to the Affirmative Action Officer within one working day, even if the Building Principal/Superintendent or immediate supervisor feels sexual harassment conduct was not present.

d. In the event the report alleges conduct by the Building Principal/Superintendent or the Affirmative Action Officer, the Superintendent will designate school official to assume the Building Principal's/Superintendent's or Affirmative Action Office responsibilities.

2. Affirmative Action Officer's Investigation

a. Upon receipt of any report of potential sexual harassment conduct, the Affirmative Action Officer will begin an immediate investigation. The Affirmative Action Officer will promptly investigate all alleged complaints of sexual harassment, whether or not a formal grievance is filed and steps will be taken to resolve the situation, if needed. This investigation will be prompt, thorough, and impartial. The investigation will be completed no more than ten working days after receiving notice.

b. When a staff member provides information or complains about sexual harassment, the Affirmative Action Officer will initially discuss what actions the staff member is seeking in response to the harassment.

c. The Affirmative Action Officer's investigation may include, but is not limited to, interviews with all persons with potential knowledge of the alleged conduct, interviews with any staff member(s) who may have been sexually harassed in the past by the staff member and any other reasonable methods to determine if sexual harassment conduct existed.

d. The Affirmative Action Officer may request a staff member involved in the investigation to assist in the investigation.

e. The Affirmative Action Officer will provide a copy of this policy to all persons who are interviewed with potential knowledge, upon request, and to any other person the Affirmative Action Officer feels would be served by a copy of such documents.

f. Any person interviewed by the Affirmative Action Officer may be provided an opportunity to present witnesses and other evidence.

g. The Affirmative Action Officer and/or Superintendent will contact law enforcement agencies if there is potential criminal conduct by any party.

h. The administration may take interim measures during an Affirmative Action Officer's investigation of a complaint.

i. The Affirmative Action Officer will consider particular issues of welcomeness based on the allegations.

3. Investigation Results

a. Upon the conclusion of the investigation, but not later than ten working days after reported to the Affirmative Action Officer, the Affirmative Action Officer will prepare a summary of findings to the parties. At a minimum, this summary shall include the person(s) providing notice to MOESC and the staff member(s) who was alleged to be sexually harassed.

b. The Affirmative Action Officer shall make a determination whether sexual harassment conduct was present.

c. If the Affirmative Action Officer concludes sexual harassment conduct was not, or is not present, the investigation is concluded.

d. If the Affirmative Action Officer determines that sexual harassment has occurred, the administration shall take reasonable and effective corrective action, including steps tailored to the specific situation. Appropriate steps will be taken to end the harassment such as counseling, warning, and/or disciplinary action. The steps will be based on the severity of the harassment or any record of prior incidents or both. A series of escalating consequences may be necessary if the initial steps are ineffective in stopping the harassment.

e. In the event the Affirmative Action Officer determines a hostile environment exists, the Superintendent shall take steps to eliminate the hostile environment. MOESC may need to deliver special training or other interventions to repair the educational environment. Other measures may include directing the harasser to apologize to the harassed staff member, dissemination of information, distribution of new policy statements or other steps to communicate the message that the Board does not tolerate harassment and will be responsive to any staff member that reports such conduct.

f. In some situations, MOESC may need to provide other services to the staff member that was harassed, if necessary, to address the effects of the harassment on that staff member. Depending on the type of harassment found, these additional services may include an independent re-assessment of the harassed staff member's work performance, counseling and/or other measures that are appropriate to the situation.

g. The Superintendent will take steps to avoid any further sexual harassment and to prevent any, retaliation against the staff member who made the complaint, was the subject of the harassment, or against those who provided the information or were witnesses. The Affirmative Action Officer will inform the sexually harassed staff member to report any subsequent problems and will make follow-up inquiries to see if there has been any new incidents or retaliation.

h. All sexual harassment grievances and accompanied investigation notes will be maintained in a confidential file by the Affirmative Action Officer.

4. Affirmative Action Officer's Investigation Appeal Process

a. Any person found by the Affirmative Action Officer's investigation to be guilty of sexual harassment conduct, or any person who believes they were sexually harassed but not supported by the Affirmative Action Officer's investigation, may appeal to the Superintendent. The Superintendent will make his/her determination within ten working days of receiving the appeal.

b. Any person who is not satisfied with the Superintendent's determination may appeal to the Board. The Board will make its determination within forty-five calendar days of receiving an appeal from the Superintendent's determination.

C. Office of Civil Rights (OCR) Case Resolution

Persons not satisfied with the resolution of an allegation of sexual harassment by MOESC officials or the Board may request the Office of Civil Rights (OCR) of the United States Department of Education to investigate the allegations.

1. Any alleged victim of sexual harassment may appeal a decision of the Affirmative Action Officer, Superintendent, or the Board to the Office of Civil Rights (OCR).

2. Any person may report an allegation of sexual harassment to the OCR at any time. If the OCR is asked to investigate or otherwise resolve incidents of sexual harassment of staff members, OCR will consider whether:

- a. MOESC has a policy prohibiting sexual harassment and a grievance procedure;
- b. MOESC appropriately investigated or otherwise responded to allegations of sexual harassment; and
- c. MOESC has taken immediate and appropriate corrective action responsive to Quid Pro Quo or Hostile Environment Harassment.

HARASSMENT, INTIMIDATION AND BULLYING POLICY

A. Policy Statement

The Board of Directors prohibits acts of harassment, intimidation or bullying of a pupil. A safe and civil environment in school is necessary for pupils to learn and achieve high academic standards. Harassment, intimidation or bullying, like other disruptive or violent behaviors, is conduct that disrupts both a pupil's ability to learn and a school's ability to educate its pupils in a safe and disciplined environment. Since pupils learn by example, school administrators, faculty, staff and volunteers should be commended for demonstrating appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment, intimidation or bullying.

For the purposes of this Policy, the term "parent", pursuant to *N.J.A.C. 6A:16-1.3*, means the natural parent(s) or adoptive parent(s), legal guardian(s), foster parent(s), or parent surrogate(s) of a pupil. Where parents are separated or divorced, "parent" means the person or agency which has legal custody of the pupil, as well as the natural or adoptive parent(s) of the pupil, provided such parental rights have not been terminated by a court of appropriate jurisdiction.

B. Harassment, Intimidation and Bullying Definition

"Harassment, intimidation, or bullying" means any gesture, any written, verbal or physical act, or any electronic communication, as defined in *N.J.S.A. 18A:37-14*, whether it be a single incident or a series of incidents that:

1. Is reasonably perceived as being motivated by either any actual or perceived characteristic, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression, or a mental, physical or sensory disability; or
2. By any other distinguishing characteristic; and that
3. Takes place on school property, at any school-sponsored function, on a school bus, or off school grounds, as provided for in *N.J.S.A. 18A:37-15.3*, that substantially disrupts or interferes with the orderly operation of the school or the rights of other pupils; and that
4. A reasonable person should know, under the circumstances, that the act(s) will have the effect of physically or emotionally harming a pupil or damaging the pupil's property, or placing a pupil in reasonable fear of physical or emotional harm to his/her person or damage to his/her property; or
5. Has the effect of insulting or demeaning any pupil or group of pupils; or

6. Creates a hostile educational environment for the pupil by interfering with a pupil's education or by severely or pervasively causing physical or emotional harm to the pupil.

“Electronic communication” means a communication transmitted by means of an electronic device, including, but not limited to: a telephone, cellular phone, computer or pager.

- C. The Board of Directors will also impose appropriate consequences and remedial actions to a person who commits an act of harassment, intimidation, or bullying of a pupil. The consequences may include, but not be limited to: verbal or written reprimand, increment withholding, legal action, disciplinary action, termination, and/or bans from providing services, participating in school district-sponsored programs, or being in school buildings or on school grounds. Remedial measures may include, but not be limited to: in or out-of-school counseling, professional development programs, and work environment modifications.

D. Harassment, Intimidation and Bullying Off School Grounds.

This Policy and the Code of Pupil Conduct shall apply to instances when a school employee is made aware of alleged harassment, intimidation, or bullying occurring off school grounds when:

1. The alleged harassment, intimidation, or bullying has substantially disrupted or interfered with the orderly operation of the school or the rights of other pupils; and either
2. A reasonable person should know, under the circumstances, that the alleged behavior will have the effect of physically or emotionally harming a pupil or damaging the pupil's property, or placing a pupil in reasonable fear of physical or emotional harm to his/her person or damage to his/her property; or
3. The alleged behavior has the effect of insulting or demeaning any pupil or group of pupils; or
4. The alleged behavior creates a hostile educational environment for the pupil by interfering with a pupil's education or by severely or pervasively causing physical or emotional harm to the pupil.

A Board of Directors member or school employee who promptly reports an incident of harassment, intimidation, or bullying and who makes this report in compliance with the procedures set forth in this Policy, is immune from a cause of

action for damages arising from any failure to remedy the reported incident.

In accordance with the provisions of *N.J.S.A.* 18A:37-18, the harassment, intimidation, and bullying law does not prevent a victim from seeking redress under any other available law, either civil or criminal, nor does it create or alter any tort liability.

MOESC may consider every mechanism available to simplify reporting, including standard reporting forms and/or web-based reporting mechanisms. For anonymous reporting, MOESC may consider locked boxes located in areas of a school where reports can be submitted without fear of being observed.

A school administrator who receives a report of harassment, intimidation, and bullying from a district employee, and fails to initiate or conduct an investigation, or who should have known of an incident of harassment, intimidation, or bullying and fails to take sufficient action to minimize or eliminate the harassment, intimidation, or bullying, may be subject to disciplinary action.

E. Anti-Bullying Coordinator, Anti-Bullying Specialist and School Safety Team(s)

1. The Superintendent shall appoint a district Anti-Bullying Coordinator. The Superintendent shall make every effort to appoint an employee of the school district to this position.

The District Anti-Bullying Coordinator shall:

- a. Be responsible for coordinating and strengthening the school district's policies to prevent, identify, and address harassment, intimidation, or bullying of pupils.
- b. Collaborate with school Anti-Bullying Specialists in the district, the Board of Directors, and the Superintendent to prevent, identify, and respond to harassment, intimidation, or bullying of pupils in the District;
- c. Provide data, in collaboration with the Superintendent, to the Department of Education regarding harassment, intimidation, or bullying of pupils;
- d. Execute such other duties related to school harassment, intimidation, or bullying as requested by the Superintendent; and
- e. Meet at least twice a school year with the school Anti-Bullying Specialist(s) to discuss and strengthen procedures and policies to prevent, identify, and address harassment, intimidation, and

bullying in the district.

F. Harassment, Intimidation, and Bullying Investigation

The Board of Directors requires a thorough and complete investigation to be conducted for each report of an alleged incident of harassment, intimidation, or bullying. The investigation shall be initiated by the Principal or the Principal's designee within one school day of the verbal report of the incident. The investigation shall be conducted by the school Anti-Bullying Specialist. The Principal may appoint additional personnel who are not school Anti-Bullying Specialists to assist the school Anti-Bullying Specialist in the investigation.

The investigation shall be completed and the written findings submitted to the Principal as soon as possible, but not later than ten (10) school days from the date of the written report of the alleged incident of harassment, intimidation, or bullying. Should information regarding the reported incident and the investigation be received after the end of the ten-day period, the school Anti-Bullying Specialist or the Principal shall amend the original report of the results of the investigation to ensure there is an accurate and current record of the facts and activities concerning the reported incident.

The Principal shall proceed in accordance with the Code of Pupil Conduct, appropriate, based on the investigation findings. The Principal shall submit the report to the Superintendent within two school days of the completion of the investigation and in accordance with the Administrative Procedures Act (*N.J.S.A. 52:14B-1, et seq.*). As appropriate to the findings from the investigation, the Superintendent shall ensure the Code of Pupil Conduct has been implemented and provide intervention services, order counseling, establish training programs to reduce harassment, intimidation, or bullying and enhance school climate, or take or recommend other appropriate action, as necessary.

The Superintendent shall report the results of each investigation to the Board of Directors no later than the date of the regularly scheduled Board of Directors meeting following the completion of the investigation. The Superintendent's report also shall include information on any consequences imposed under the Code of Pupil Conduct, intervention services provided, counseling ordered, training established or other action taken or recommended by the Superintendent.

G. Reprisal or Retaliation Prohibited

The Board of Directors prohibits a Board of Directors member, school employee, contracted service provider who has contact with pupils, school volunteer or pupil from engaging in reprisal, retaliation, or false accusation against a victim, witness, one with reliable information, or any other person who has reliable information about an act of harassment, intimidation or bullying or who reports an act of harassment, intimidation or bullying. The consequence and appropriate remedial action for a person who engages in reprisal or retaliation shall be determined by the

administrator after consideration of the nature, severity and circumstances of the act, in accordance with case law, Federal and State statutes and regulations and District policies and procedures.

All suspected acts of reprisal or retaliation will be taken seriously and appropriate responses will be made in accordance with the totality of the circumstances. Examples of consequences and remedial measures for pupils who engage in reprisal or retaliation are listed and described in the Consequences and Appropriate Remedial Actions section of this Policy.

Examples of consequences for a school employee or a contracted service provider who has contact with pupils that engages in reprisal or retaliation may include, but not be limited to: verbal or written reprimand, increment withholding, legal action, disciplinary action, termination and/or bans from providing services, participating in school district-sponsored programs, or being in school buildings or on school grounds. Remedial measures may include, but not be limited to: in or out-of-school counseling, professional development programs, and work environment modifications.

Examples of consequences for a Board of Directors member who engages in reprisal or retaliation may include, but not be limited to: reprimand, legal action and other action authorized by statute or administrative code. Remedial measures may include, but not be limited to: counseling and professional development.

H. Consequences and Appropriate Remedial Action for False Accusation

The Board of Directors prohibits any person from falsely accusing another as a means of retaliation or as a means of harassment, intimidation or bullying.

1. Pupils - Consequences and appropriate remedial action for a pupil found to have falsely accused another as a means of harassment, intimidation or bullying or as a means of retaliation may range from positive behavioral interventions up to and including suspension or expulsion, as permitted under *N.J.S.A. 18A:37-1, et seq.*, Discipline of Pupils and as set forth in *N.J.A.C. 6A:16-7.2*, Short-term Suspensions, *N.J.A.C. 6A:16-7*, Long-term Suspensions and *N.J.A.C. 6A:16-7.5*, Expulsions and those listed and described in the Consequences and Appropriate Remedial Actions section of this Policy.
2. School Employees - Consequences and appropriate remedial action for a school employee or contracted service provider who has contact with pupils found to have falsely accused another as a means of harassment, intimidation or bullying or as a means of retaliation could entail discipline in accordance with District policies, procedures and agreements which may include, but not be limited to: reprimand, suspension, increment withholding, termination and/or bans from providing services, participating in school district-sponsored programs, or being in school buildings or on school grounds. Remedial measures may include, but not

be limited to: in or out-of-school counseling, professional development programs and work environment modifications.

3. Visitors or Volunteers - Consequences and appropriate remedial action for a visitor or volunteer found to have falsely accused another as a means of harassment, intimidation or bullying or as a means of retaliation could be determined by the school administrator after consideration of the nature, severity and circumstances of the act, including law enforcement reports or other legal actions, removal of buildings or grounds privileges, or prohibiting contact with pupils or the provision of pupil services. Remedial measures may include, but not be limited to: in or out-of-school counseling, professional development programs and work environment modifications.

I. Harassment, Intimidation and Bullying Policy Publication and Dissemination

This Policy will be disseminated annually by the Superintendent to all school employees, contracted service providers who have contact with pupils, school volunteers, pupils and parents who have children enrolled in a school in the District, along with a statement explaining the Policy applies to all acts of harassment, intimidation or bullying, pursuant to *N.J.S.A. 18A:37-14* that occur on school property, at school-sponsored functions, or on a school bus and, as appropriate, acts that occur off school grounds.

The Superintendent shall ensure that notice of this Policy appears in the pupil handbook and all other publications of MOESC that set forth the comprehensive rules, procedures and standards for schools within MOESC.

The Superintendent shall post a link to MOESC's Harassment, Intimidation and Bullying Policy that is prominently displayed on the homepage of MOESC's website. MOESC will notify pupils and parents this Harassment, Intimidation and Bullying Policy is available on MOESC's website.

The Superintendent shall post the name, school phone number, school address and school e-mail address of MOESC's Anti-Bullying Coordinator on the home page of MOESC's website. Each Principal shall post the name, school phone number, address and school e-mail address of both the Anti-Bullying Specialist and the MOESC Anti-Bullying Coordinator on the home page of each school's website.

J. Harassment, Intimidation and Bullying Training and Prevention Programs

The Superintendent and Principal(s) shall provide training on MOESC's Harassment, Intimidation and Bullying Policy to current and new school employees, contracted service providers and volunteers who have significant contact with pupils. The training shall include instruction on preventing bullying

on the basis of the protected categories enumerated in *N.J.S.A. 18A:37-14* and other distinguishing characteristics that may incite incidents of discrimination, harassment, intimidation or bullying. MOESC's employee training program shall include information regarding MOESC's Policy against harassment, intimidation or bullying, which shall be provided to full-time and part-time staff members, contracted service providers and school volunteers who have significant contact with pupils.

Each public school teacher shall be required to complete at least two hours of instruction in harassment, intimidation and bullying prevention to each professional development period as part of the professional development requirement pursuant to *N.J.S.A. 18:37-22.d*.

The required two hours of suicide prevention instruction for teaching staff members shall include information on the relationship between the risk of suicide and incidents of harassment, intimidation or bullying in accordance with the provisions of *N.J.S.A. 18A:6-112*.

Board of Directors members shall be required to complete a training program on harassment, intimidation and bullying in accordance with the provisions of *N.J.S.A. 18A:12-33*.

MOESC shall provide time during the usual school schedule for the Anti-Bullying Coordinator and each school Anti-Bullying Specialist to participate in harassment, intimidation and bullying training programs.

A school leader shall complete school leader training that shall include information on the prevention of harassment, intimidation and bullying as required in *N.J.S.A. 18A:26-8.2*.

MOESC shall annually observe a "Week of Respect" beginning with the first Monday in October. In order to recognize the importance of character education, MOESC will observe the week by providing age-appropriate instruction focusing on the prevention of harassment, intimidation and bullying as defined in *N.J.S.A. 18A:37-14*. Throughout the school year, MOESC will provide ongoing age-appropriate instruction on preventing harassment, intimidation or bullying, in accordance with the Core Curriculum Content Standards, pursuant to *N.J.S.A. 18A:37-29*.

K. Harassment, Intimidation and Bullying Policy Reevaluation
Reassessment and Review

The Superintendent shall develop and implement a process for annually discussing MOESC's Harassment, Intimidation and Bullying Policy with pupils.

The Superintendent and the Principal(s) shall annually conduct a reevaluation, reassessment and review of the Harassment, Intimidation and Bullying Policy, with input from the schools' Anti-Bullying Specialists, and

recommend revisions and additions to the Policy as well as to harassment, intimidation and bullying prevention programs and approaches based on the findings from the evaluation, reassessment and review.

L. Reports to Board of Education and New Jersey Department of Education

The Superintendent shall report two times each school year, between September 1 and January 1 and between January 1 and June 30 at a public hearing all acts of harassment, intimidation and bullying in accordance with the provisions of *N.J.S.A. 18A:17-46*. The information shall also be reported to the New Jersey Department of Education in accordance with *N.J.S.A. 18A:17-46*. The information reported shall be used to grade each school and each district in accordance with the provisions of *N.J.S.A. 18A:17-46*. The grade received by a school and MOESC shall be posted on the homepage of the school's website and the District's website in accordance with the provisions of *N.J.S.A. 18A:17-46*. A link to the report that was submitted by the Superintendent to the Department of Education shall also be available on MOESC's website. This information shall be posted on the websites within ten (10) days of receipt of the grade for each school and the District.

M. Reports to Law Enforcement

Some acts of harassment, intimidation and bullying may be bias-related acts and potentially bias crimes and school officials must report to law enforcement officials either serious acts or those which may be part of a larger pattern in accordance with the provisions of the Memorandum of Agreement Between Education and Law Enforcement Officials.

N. Collective Bargaining Agreements and Individual Contracts.

Nothing in *N.J.S.A. 18A:37-13.1, et seq.* may be construed as affecting the provisions of any collective bargaining agreement or individual contract of employment in effect on the Anti-Bullying Bill of Rights Act's effective date (January 5, 2011). *N.J.S.A. 18A:37-30*.

The Board of Directors prohibits the employment of or contracting for school staff positions with individuals whose criminal history record check reveals a record of conviction for a crime of bias intimidation or conspiracy to commit or attempt to commit a crime of bias intimidation.

ACKNOWLEDGMENT DISCLAIMER

ACKNOWLEDGMENT OF MOESCPOLICY MANUAL

I have received a copy of the MOESC Employee Handbook. I acknowledge that I am expected to read and understand the contents of this Handbook.

I have carefully read and understand:

1. That this Handbook and its described conditions and benefits may be updated or changed from time to time, at MOESC's discretion.

2. That this Handbook is the property of MOESC, and must be returned immediately upon request.

3. THAT THIS ACKNOWLEDGMENT, THE HANDBOOK, ITS CONTENTS AND MY EMPLOYMENT APPLICATION ARE NOT INTENDED TO CREATE A CONTRACT OF EMPLOYMENT OR CONTRACT RIGHTS BETWEEN ME AND MOESC AND ARE ONLY A GUIDE TO POLICIES, PRACTICES AND BENEFITS.

4. SUBJECT TO LEGALLY REQUIRED TENURE AND SENIORITY STATUTORY ENTITLEMENTS THAT MY EMPLOYMENT WITH MOESC MAY BE TERMINATED AT ANY TIME, EITHER BY ME OR BY MOESC, AT ANY TIME FOR ANY REASON OR FOR NO REASON, AND THAT I AM NOT EMPLOYED FOR ANY PARTICULAR LENGTH OF TIME.

5. That MOESC has the right to alter, amend, change or abolish any part or this entire Handbook at any time without notice.

6. That I have not relied upon any oral or other writing made by MOESC management to the contrary of the above statements.

7. I will keep the Handbook readily available for future reference.

Date: _____ Employee Signature _____

cc: Employee Personnel File

**Consent/Certification/Representation/Acknowledgment
of Computer, Internet Policy (“Policy”)**

1. I certify and represent to MOESC that I have received and read the entire Policy in the Handbook and thoroughly understand it. I also understand that any questions that I might have are to be communicated in writing to Mr. Christopher Rooney, Superintendent.

2. I specifically understand that personal use of MOESC’s electronic systems is not permitted.

3. I have no expectation of privacy or confidentiality in connection with my use of MOESC’s electronic systems, including, but not limited to, any e-mails sent from or received on personal password-protected, internet-based e-mail accounts (for example, Gmail, Hotmail, Yahoo, AOL, etc.).

4. In the event I violate or it is suspected that I have violated this policy, I agree to provide and shall be obligated to provide any personal passwords to MOESC for access to those e-mails for MOESC’s inspection.

5. I agree to abide by this policy and understand that any violation of this policy may result in an employment action against me and/or the removal from MOESC’s electronic equipment.

6. I shall not disable or compromise MOESC’s security system or otherwise attempt to gain access to information contained on MOESC’s computers.

7. To effectuate the policy and this acknowledgment, I consent to MOESC accessing any aspect of my use of MOESC’s electronic equipment or communications and my access to the internet and any data stored on my MOESC computer or other electronic communications equipment.

Employee’s Signature: _____

Date: _____