

**STATUTES AND ADMINISTRATIVE CODE RELATED TO CHARTER
SCHOOL TENURE ACQUISITION, TENURE DISMISSAL, RENEWAL AND
NON-RENEWAL OF STAFF**

**18A:27-4.1. Board of Education, procedure for certain personnel actions;
recommendation of chief school administrator**

1. Notwithstanding the provisions of any law, rule or regulation to the contrary,
 - a. A board of education shall appoint, transfer or remove a certificated or non-certificated officer or employee only upon the recommendation of the chief school administrator and by a recorded roll call majority vote of the full membership of the board. The board shall not withhold its approval for arbitrary and capricious reasons.
 - b. A board of education shall renew the employment contract of a certificated or non-certificated officer or employee only upon the recommendation of the chief school administrator and by a recorded roll call majority vote of the full membership of the board. The board shall not withhold its approval for arbitrary and capricious reasons. A nontenured officer or employee who is not recommended for renewal by the chief school administrator shall be deemed nonrenewed. Prior to notifying the officer or employee of the nonrenewal, the chief school administrator shall notify the board of the recommendation not to renew the officer's or employee's contract and the reasons for the recommendation. An officer or employee whose employment contract is not renewed shall have the right to a written statement of reasons for nonrenewal pursuant to section 2 of P.L.1975, c.132 (C.18A:27-3.2) and to an informal appearance before the board. The purpose of the appearance shall be to permit the staff member to convince the members of the board to offer reemployment. The chief school administrator shall notify the officer or employee of the nonrenewal pursuant, where applicable, to the provisions of section 1 of P.L.1971, c.436 (C.18A:27-10).
 - c. The provisions of this section shall not apply to the appointment, transfer, removal, renewal or nonrenewal of a person who is a treasurer of school moneys, election officer, board auditor, board attorney or board secretary, except a board secretary who performs business administration functions.

L.1995,c.125,s.1.

18A:36A-14. Authority of board of trustees; employees

14. a. The board of trustees of a charter school shall have the authority to decide matters related to the operations of the school including budgeting, curriculum, and operating procedures, subject to the school's charter. The board shall provide for appropriate insurance against any loss

or damage to its property or any liability resulting from the use of its property or from the acts or omissions of its officers and employees.

b. In the case of a currently existing public school which becomes a charter school pursuant to the provisions of subsection b. of section 4 of this act, all school employees of the charter school shall be deemed to be members of the bargaining unit defined in the applicable agreement and shall be represented by the same majority representative organization as the employees covered by that agreement. In the case of other charter schools, the board of trustees of a charter school shall have the authority to employ, discharge and contract with necessary teachers and nonlicensed employees subject to the school's charter. The board of trustees may choose whether or not to offer the terms of any collective bargaining agreement already established by the school district for its employees, but the board shall adopt any health and safety provisions of the agreement. The charter school and its employees shall be subject to the provisions of the "New Jersey Employer-Employee Relations Act," P.L.1941, c.100 (C.34:13A-1 et seq.). A charter school shall not set a teacher salary lower than the minimum teacher salary specified pursuant to section 7 of P.L.1985, c.321 (C.18A:29-5.6) nor higher than the highest step in the salary guide in the collective bargaining agreement which is in effect in the district in which the charter school is located.

c. All classroom teachers and professional support staff shall hold appropriate New Jersey certification. The commissioner shall make appropriate adjustments in the alternate route program in order to expedite the certification of persons who are qualified by education and experience.

d. A public school employee, tenured or non-tenured, may request a leave of absence of up to three years from the local board of education or State district superintendent in order to work in a charter school. Approval for a leave of absence shall not be unreasonably withheld. Employees on a leave of absence as provided herein shall remain in, and continue to make contributions to, their retirement plan during the time of the leave and shall be enrolled in the health benefits plan of the district in which the charter school is located. The charter school shall make any required employer's contribution to the district's health benefits plan.

e. Public school employees on a leave shall not accrue tenure in the public school system but shall retain tenure, if so applicable, and shall continue to accrue seniority, if so applicable, in the public school system if they return to their non-charter school when the leave ends. An employee of a charter school shall not accrue tenure pursuant to N.J.S.18A:17-2, N.J.S.18A:17-3, or N.J.S.18A:28-5, but shall acquire streamline tenure pursuant to guidelines promulgated by the commissioner, and the charter shall specify the security and protection to be afforded to the employee in accordance with the guidelines.

f. Any public school employee who leaves or is dismissed from employment at a charter school within three years shall have the right to return to the employee's former position in the public

school district which granted the leave of absence, provided the employee is otherwise eligible for employment in the public school.

L.1995,c.426,s.14.

6A:11-1.2 Definitions

"Streamline tenure" means the tenure process for all charter school teaching staff members, janitors and secretaries who are either newly employed in a charter school or employed in a charter school while on leave from a district board of education.

6A:11-6.1 Tenure acquisition

An employee of a charter school shall acquire streamline tenure pursuant to guidelines developed by the Commissioner. The charter school shall specify the security and protection to be afforded to the employee in accordance with the Commissioner's guidelines.

6A:11-6.2 Acquisition of streamline tenure

(a) All teaching staff members, janitors, and secretaries shall acquire streamline tenure in a charter school after five consecutive full academic years of effective employment as determined by the Department-approved educator evaluation system established by each charter school and in accordance with the charter school's uniform policies and procedures. Streamline tenure policies shall be developed and adopted by each charter school's board of trustees prior to June 30, 2013.

(b) All teaching staff members, janitors, and secretaries who have acquired streamline tenure prior to June 30, 2013, shall retain streamline tenure status and shall not be dismissed or reduced in compensation except for inefficiency, incapacity, or conduct unbecoming.

(c) The Commissioner may void acquired streamline tenure status for all applicable charter school employees if stipulated in the terms of probation pursuant to N.J.A.C. 6A:11-2.4. 35

6A:11-6.3 Process for tenure disputes

(a) The charter school board of trustees shall adopt a policy that establishes a uniform process, including procedures and timelines, for hearing streamline tenure disputes. The policies shall include, at a minimum:

1. Written notice to the employee of the charges;
2. An opportunity for the tenured employee to respond to the charges, including the right to request a hearing to dispute the charges; and
3. A process for the board of trustees to receive and consider, prior to issuing a decision, a record of the case's proceedings.

(b) If a hearing is requested pursuant to (a)2 above, the tenured employee shall be provided with:

1. An opportunity to be represented by legal counsel;
2. A list of the charter school administration's witnesses no later than five days before the hearing; and
3. An opportunity to confront and cross-examine witnesses of the administration and to produce his or her own witnesses or affidavits.

(c) If disputed, the party issuing the tenure charges shall have the burden of substantiating the charges by a preponderance of competent and credible evidence.

(d) A hearing held pursuant to (a) above shall be completed no later than 30 days after the charter school board of trustees' receipt of the tenured employee's response to the charges, barring any unforeseen circumstances warranting an extension of such time. The hearing shall result in a determination by the board of trustees as to whether the charges have been substantiated by a preponderance of competent and credible evidence in the record and whether the tenured employee shall be dismissed or reduced in compensation.

(e) A written decision reflecting the board of trustees' determination whether to dismiss or reduce in compensation the tenured employee must be issued within 10 days of the determination. The written decision shall include, at a minimum:

1. A summary of evidence considered;
2. Factual findings relative to each charge; and
3. A determination whether each charge was substantiated.

6A:11-6.4 Appeals of tenure disputes

(a) Upon receipt of the board of trustees' written decision finding that a charge has been substantiated, the aggrieved party shall have 15 days to submit to the Commissioner a written appeal of the board of trustees' decision. The aggrieved party shall serve the board of trustees with all briefs or papers filed with the Commissioner in connection with the appeal. The Commissioner may extend the time period for filing an appeal upon finding good cause if the request for an extension is received within the 15-day period provided for filing an appeal.

(b) Upon filing an appeal, the board of trustees may submit a response within 10 days of receiving all briefs or papers served by the aggrieved party and shall serve the aggrieved party with a response.

(c) The Commissioner shall render a determination on the appeal within 45 days of receipt of the board of trustees' response. If no response is filed, the determination shall be issued within 45 days of the date the board or trustees' response is due.

(d) The Commissioner's decision shall constitute a final agency decision appealable to the New Jersey Superior Court Appellate Division.

18A:27-10. Written offer or notice to nontenure teachers

1. On or before May 15 in each year, each nontenured teaching staff member continuously employed by a board of education since the preceding September 30 shall receive either

a. A written offer of a contract for employment from the board of education for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary as may be required by law or policies of the board of education, or

b. A written notice from the chief school administrator that such employment will not be offered.

L.1971,c.436,s.1; amended 1979,c.23,s.4; 1992,c.159,s.18; 1993,c.100,s.2; 1995,c.125,s.2

18A:27-11. Failure to give timely notice of termination as offer of employment for next succeeding year

Should any board of education fail to give to any nontenure teaching staff member either an offer of contract for employment for the next succeeding year or a notice that such employment will not be offered, all within the time and in the manner provided by this act, then said board of education shall be deemed to have offered to that teaching staff member continued employment for the next succeeding school year upon the same terms and conditions but with such increases in salary as may be required by law or policies of the board of education.

L.1971, c. 436, s. 2, eff. Sept. 1, 1972.

18A:27-12. Notice of acceptance; deadline

If the teaching staff member desires to accept such employment he shall notify the board of education of such acceptance, in writing, on or before June 1 in which event such employment shall continue as provided for herein. In the absence of such notice of acceptance the provisions of this article shall no longer be applicable.

L.1971, c. 436, s. 3, eff. Sept. 1, 1972. Amended by L.1979, c. 23, s. 5, eff. Feb. 8, 1979.

18A:27-3.2. Teaching staff member; notice of termination; statement of reasons; request; written answer

Any teaching staff member receiving notice that a teaching contract for the succeeding school year will not be offered may, within 15 days thereafter, request in writing a statement of the reasons for such nonemployment which shall be given to the teaching staff member in writing

within 30 days after the receipt of such request.

L.1975, c. 132, s. 2.

6A:10-8.1 Procedure for appearance of nontenured teaching staff members before a district board of education upon receipt of a notice of non-reemployment

- (a) Whenever a nontenured teaching staff member has requested in writing and has received a written statement of reasons for non-reemployment pursuant to N.J.S.A. 18A:27-3.2, he or she may request in writing an informal appearance before the district board of education. The written request shall be submitted to the district board of education within 10 calendar days of teaching staff member's receipt of the district board of education's statement of reasons.
- (b) The informal appearance shall be scheduled within 30 calendar days from the teaching staff member's receipt of the district board of education's statement of reasons.
- (c) Under the circumstances described in this section, a nontenured teaching staff member's appearance before the district board of education shall not be an adversary proceeding. The purpose of the appearance shall be to provide the staff member the opportunity to convince board of education members to offer reemployment.
- (d) Each district board of education shall exercise discretion in determining a reasonable length of time for the proceeding, depending upon each instance's specific circumstances.
- (e) Each district board of education shall provide to the employee adequate written notice regarding the date and time of the informal appearance.
- (f) The nontenured teaching staff member may be represented by counsel or one individual of his or her choosing.
- (g) The staff member may present on his or her behalf witnesses who do not need to present testimony under oath and shall not be cross-examined by the district board of education. Witnesses shall be called one at a time into the meeting to address the board and shall be excused from the meeting after making their statements.
- (h) The proceeding of an informal appearance before the district board of education, as described in this section, may be conducted pursuant to N.J.S.A. 10:4-12.b(8).
- (i) Within three days following the informal appearance, the district board of education shall notify the affected teaching staff member, in writing, of its final determination. The district board of education may delegate notification to the chief school administrator or board secretary.

18A:27-10.1 Findings, declarations relative to teaching paraprofessionals.

1. The Legislature finds and declares that as school districts that receive federal funding under

Title I of the Elementary and Secondary Education Act of 1965 (20 U.S.C. s.6301 et seq.) come under greater pressure to meet standards and demonstrate higher student performance, teachers in those districts are being forced to focus more on curriculum and student test preparation. In response to this pressure, the paraprofessionals that assist teachers are assuming greater responsibility for supporting students in the classroom and the school environment. Paraprofessionals perform a critically important role in providing a thorough and efficient education to the State's public school students. It is therefore fitting and proper to establish measures to enhance employment stability and promote professional development for these individuals.

L.2009, c.227, s.1.

18A:27-10.2 Contract, written notice relative to employment of paraprofessional.

2. a. As used in this section, "paraprofessional" means an individual who is employed in a school district as a school aide or classroom aide who assists a teaching staff member with the supervision of pupil activities.

b. On or before May 15 in each year, a paraprofessional continuously employed since the preceding September 30 in a school district that receives funding under Title I of the federal Elementary and Secondary Education Act of 1965 (20 U.S.C. s. 6301 et seq.) shall receive either:

(1) a written offer of a contract for employment from the board of education for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary as may be required by law or policies of the board of education; or

(2) a written notice from the chief school administrator that employment will not be offered.

L.2009, c.227, s.2.

18A:27-10.3 Dismissal, reduction in compensation; conditions.

3. a. As used in this section, "paraprofessional" means an individual who is employed in a school district as a school aide or classroom aide who assists a teaching staff member with the supervision of pupil activities.

b. A paraprofessional employed in a school district that receives funding under Title I of the federal Elementary and Secondary Education Act of 1965 (20 U.S.C. s.6301 et seq.) shall be dismissed or reduced in compensation during the term of a contract only for just cause, and may not be dismissed for arbitrary or capricious reasons. A paraprofessional who is dismissed or reduced in compensation shall receive notice of the basis for the dismissal or reduction in compensation and have an opportunity to be heard.

c. Nothing in this section shall be construed to grant tenure to a paraprofessional, interfere with the provisions of a collective bargaining agreement, or affect any other right or remedy that may be available to a school district or paraprofessional pursuant to law.

L.2009, c.227, s.3.

18A:27-10.4 Student teaching performed in district of employment.

4. a. As used in this section, "paraprofessional" means an individual who is employed in a school district as a school aide or classroom aide who assists a teaching staff member with the supervision of pupil activities.

b. Prior to the beginning of the first full academic year following the enactment of P.L.2009, c.227 (C.18A:27-10.1 et seq.), a regionally-accredited institution of higher education offering coursework for a New Jersey instructional certificate shall adopt policies and procedures to allow a student who is enrolled in a teacher preparation program offered by the institution and who is a paraprofessional employed in a school district that receives funding under Title I of the federal Elementary and Secondary Education Act of 1965 (20 U.S.C. s.6301 et seq.) to perform his student teaching experience in the district in which he is employed. The institution shall enter into an agreement with the district in which the paraprofessional is employed to authorize the student teaching.

c. Prior to the beginning of the first full school year following the enactment of P.L.2009, c.227 (C.18A:27-10.1 et seq.), a school district that receives funding under Title I of the federal Elementary and Secondary Education Act of 1965 (20 U.S.C. s.6301 et seq.) shall adopt policies and procedures to allow a paraprofessional who is employed by the district and who is enrolled in a teacher preparation program at a regionally-accredited institution of higher education to perform his student teaching experience in the district. The district shall enter into an agreement with the institution of higher education in which the paraprofessional is enrolled to authorize the student teaching experience in the district.

d. A school district that receives funding under Title I of the federal Elementary and Secondary Education Act of 1965 (20 U.S.C. s.6301 et seq.) shall provide, if feasible, a paraprofessional who is student teaching in the district pursuant to this section with a modified work schedule that enables the paraprofessional to complete the student teaching experience while employed as a paraprofessional.

L.2009, c.227, s.4.