

## **NATIONAL HONOR SOCIETY**

Board ordered to maintain National Honor Society selection records until 90 day period for appeal of non-selection elapses (86:1567, Lawnside, aff'd St. Bd. 87: October 1)

Denial of admission of student to National Honor Society upheld by Commissioner (74:87, aff'd St. Bd. 74:90) (75:290, Moore) (77:1240, D.W.) (81: March 13, J.B.A., aff'd St. Bd. 81: May 6 and 81: December 2, aff'd App. Div. 83:1573) (81: March 13, J.B.A., aff'd St. Bd. 81: May 6 and 81: December 2, aff'd App. Div. 83:1573)

## **NEPOTISM**

(See also "Boards - Membership on - Conflicts of interest", this index)

Policy prohibiting employment of second member of family upheld, Whateley v. Leonia Bd. of Ed., 141 N.J. Super. 476 (Ch. Div. 1976)

Policy prohibiting it favored (77:715, Elms)

## **NEW JERSEY SCHOOL BOARDS ASSOCIATION**

Expenses of delegates to county and state workshops of New Jersey School Boards Association (formerly "State Federation of District Boards of Education") are legitimate and necessary expenditures and ordered restored to budget (67:129)

Local board dues payments to Association are mandatory (67:129)

New Jersey State College Governing Boards Association is a public body for purposes of the Sunshine Law; source of Associations's funds is dues assessment from State colleges which are public funds. Council of New Jersey State Colleges Locals, AFT/AFL/CIO v. New Jersey State College Governing Boards Association, rev'd and remanded unreported opinion App. Div. (Docket No. A-1164-87T7, decided July 20, 1988)

Powers of, N.J. State AFL-CIO v. State Fed. of Dist. Bds. of Ed., 93 N.J. Super. 31 (Ch. Div. 1966)

## **NEW JERSEY STATE INTERSCHOLASTIC ATHLETIC ASSOCIATION**

(See "Pupils - Extracurricular Activities", this index)

## **NEWSPAPERS**

Determination of where published, Schultz v. Wanaque Bd. of Ed., 105 N.J. Super. 165 (App. Div. 1969) (C. dec. 67:283, St.

Bd. 68:273)

## **NOMINATING PETITIONS**

(See "Elections - Nominating petitions", this index)

## **NON-TENURED TEACHING STAFF**

### **Appointment**

Board cannot assign seniority rights to a non-tenured teacher  
(82: October 29, Probstle)

Board may not appoint non-tenured teaching staff members for term  
extending beyond end of school year in which board's term  
concludes (except superintendent) (66:155) (67:1)

Individual contracts of employment must be issued to non-tenured  
administrators and supervisors pursuant to N.J.S.A. 18A:27-5  
(87:1706, Dreher, aff'd St. Bd. w/opinion 88:2439, aff'd  
App. Div. unreported op. (Dkt. No. A-2970-8776, March 28,  
1989)) See also (81:1364, Dreher, aff'd St. Bd. 83:1539,  
remanded App. Div. unreported op. Feb. 28, 1985)

Solicitation of applicants not required (63:70)

### **Dismissal or termination**

Board is not prevented from terminating non-tenured janitor who  
remains unable to work following extended leave for  
work-related injury and who has unused sick leave available  
(86:622, Hardgrove, aff'd St. Bd. 86:633, aff'd App. Div.  
unreported opinion (Docket No. A-25-86T8, decided March 25,  
1987)

Generally, no right to continued employment in district (80:  
September 26, Oliver) (80: July 15, Williams) (87:706,  
Sontupe, aff'd St. Bd. 87:717, aff'd unpublished opinion  
App. Div. (Docket No. A-239-87T8 decided May 31, 1988))

"Dismissal" and "termination" distinguished

Where employment contract has no termination clause,  
teacher may be dismissed only upon filing charges with  
Commissioner or payment for remainder of contract. If  
contract has such a clause, termination may be  
accomplished in accordance with its terms. (73:217  
aff'd St. Bd. 74:1411, clarified as to damages 77:  
March 21) (73:351 aff'd St. Bd. 73:360 aff'd App. Div.  
75:1087 petition to reopen dismissed 76:473,  
Karamessinis) (79:169, Kyler); see also, (76:492,  
Hochman) (77:11, Hochman, aff'd St. Bd. 77:15, aff'd  
App. Div. 78:1020, certif. denied 77 N.J. 487 (1978)  
(77:241, Bates) (77:594, Albert) (79:262, Cheston)

(88:38, Khurana)  
Dismissal with cause bars teacher from claiming  
termination pay (79:262, Cheston) (81: April 24, Old  
Bridge, aff'd St. Bd. 81: July 1, aff'd unpublished  
opinion, App. Div. (Docket No. A-5184-80T3, February 23,  
1982), certif. denied 91 N.J. 210)

## **NON-TENURED TEACHING STAFF - continued**

### **Dismissal or termination - continued**

Tenure eligibility of adult basic skills teacher - who had been  
employed four years - was not addressed by ALJ in his  
analysis of termination; case remanded (87:87, Milwit,  
decision on remand found tenure and seniority rights, see  
88:11, aff'd St. Bd. 88:30, aff'd App. Div. unreported op.  
(Dkt. No. A-5965-87T1, June 8, 1989))

### **Termination**

Board may pay salary without requiring performance of  
services, Canfield v. Pine Hill Bd. of Ed., 51 N.J. 400  
(1968) rev'g 97 N.J. Super. 483 (App. Div. 1967) (C.  
dec. 66:152, St. Bd. 67:345)

Board must authorize the invoking of termination clause at  
a public meeting (78:855, Bickford) (81: March 19,  
Buff)

### **Sixty day notice termination clause**

Generally (79:727, Boguszewski, aff'd St. Bd.  
80: May 7) (81: October 13, Sherman)

Board upheld (64:81) (72:130) (72:469) (75:168, Klig)  
Armstrong v. East Brunswick Tp. Bd. of Ed., App.  
Div. 76:1104 (St. Bd. 75:117, rev'g in part  
75:112) (75:898, Rockefeller, aff'd St. Bd.  
76:1166) (76:170, Sachs, aff'd St. Bd. 76:175)  
(76:569, Roy, aff'd St. Bd. 76:574) (76:928,  
Wachstein) (77:241, Bates) (77: October 24,  
Dubold, unpublished opinion) (78:955, Kondak,  
dismissed as out of time St. Bd. 79: March 7)  
(79:394, Breen, dismissed as out of time St. Bd.  
79: October 3) (80: March 7, Kubas) (81: April  
6, Clark) (88:2353, Spector)

Board upheld; no violation of any constitutional  
or legislatively conferred right (88:2353,  
Spector)

Board upheld where teacher exercised poor judgment  
in disseminating offensive questionnaire (89:  
1043, Garman)

Board action reversed where board failed to act at

public meeting; liable for remainder of contract  
(77:858, Melone)

Board reversed, where termination was found by  
Commissioner to be based solely on fact of  
pregnancy with no proof of medical disability  
(75:138, North Bergen)

Contract began on first day of fall semester, 60 days  
notice runs from first day of contract (84:506,  
Peck, appeal dismissed St. Bd. 84: October 3)

NON-TENURED TEACHING STAFF- continued

Dismissal or termination - continued

Termination - continued

Sixty day notice termination clause - continued

- Failure of teacher to accept offer of contract for following year by June 1 may be treated by board as a rejection (85:1426, Lydon, aff'd St. Bd. 86:3085)
- Failure to notify until end of school year and after new contract awarded results in liability of board for full year's salary (76:543, Payne, aff'd St. Bd. 76:554 aff'd App. Div. 77:1303 certif. denied 75 N.J. 602 (1978) (76:804, Chianese, aff'd St. Bd. 77:1279); but see (77:241, Bates)
- Five day notice termination clause  
Board action upheld (77:594, Albert)
- Five month notice termination clause in superintendent's contract upheld (73:351 aff'd St. Bd. 73:360 aff'd App. Div. 75:1087)
- Fourteen days notice termination clause  
Board action upheld (77:740, Mrozowski)
- If given over summer, notice begins to run from beginning of academic year, Armstrong v. East Brunswick Tp. Bd. of Ed., App. Div. 76:1104 (St. Bd. 75:117, rev'g in part 75:112); but see (St. Bd. 75:162, Fallon, rev'g in part 75:162, on remand 76:75, aff'd St. Bd. 76:76, rev'd App. Div. 77:1287)
- Liberty interest; post-termination hearing required, Arzberger v. Neptune Tp. Bd. of Ed., unreported App. Div., October 13, 1977 (C. dec. 76:835, aff'd St. Bd. 77:1271)
- Method of payment for 5 months work (76:677, Feit)
- No contract; board rules govern termination (65:141)
- No post-termination hearing required where teacher fails to request reasons (88:38, Khurana)
- No pre-termination hearing required since teacher lacks property interest in continued employment, and teacher not stigmatized by her discharge (88:38, Khurana)
- No termination clause in contract  
Board's action upheld but, in absence of 30 or 60 day termination clause, board must pay salary for entire year (73:496, aff'd St. Bd. 74:1412) (79:169, Kyler)

No termination clause in fixed term contract;  
non-tenured assistant secretary to the board  
ordered reinstated where she was terminated  
without good cause (84:792, Schoeler)

**NON-TENURED TEACHING STAFF - continued**

**Dismissal or termination - continued**

**Termination - continued**

**Sixty day notice termination clause - continued**

Right to statement of reasons and informal appearance  
(76:170, Sachs, aff'd St. Bd. 76:175) (76:569,  
Roy, aff'd St. Bd. 76:574) (76:804, Chianese,  
aff'd St. Bd. 77:1279) (78:955, Kondak, dismissed  
as out of time St. Bd. 79: March 7) (80: March  
7, Kubas) (81: April 6, Clark) (88:2353, Spector)  
Janitor, not entitled to as a matter of right (77:  
858, Melone)

School bus driver, not entitled to as a matter of  
right (77:594, Albert)

Roll call majority vote of full board not required  
(76:170, Sachs, aff'd St. Bd. 76:175) (76:804,  
Chianese, aff'd St. Bd. 77:1279) (77:858, Melone)

Sunshine law, compliance with (81: March 19, Buff)

Superintendent has no authority to unilaterally  
exercise termination clause; see N.J.S.A.  
18A:17-41, 18A:16-1, 18A:11-1 and (73:217, aff'd  
74:1411, clarified as to damages 77:311) (77:858,  
Melone) but he may give termination notice at  
direction of board (75:898, Rockefeller, aff'd St.  
Bd. 76:1166)

Termination presumed valid, unless shown to be  
arbitrary and capricious (81: January 22,  
Hornich) (88:2353, Spector)

**Thirty day notice termination clause**

Board action upheld (61-62:185) (72:432) (73:257)  
Arzberger v. Neptune Tp. Bd. of Ed., unreported  
App. Div., October 13, 1977 (C. dec. 76:835, aff'd  
St. Bd. 77: January 5) (76:492, Hochman; 77:11,  
Hochman aff'd St. Bd. 77:15) (St. Bd. 75:162,  
Fallon, rev'g in part 75:162, on remand 76:75,  
aff'd St. Bd. 76:76, rev'd App. Div. 77:1287) (80:  
December 1, Glose) (88:38, Khurana)

Board reversed

Failure to give proper notice pursuant to  
termination clause resulted in liability for full

year's salary (73:526)  
Teacher reinstated, tenure granted (81: March 19,  
Buff)  
Entitlement to 30 days' compensation; not to  
compensation for unexpired term (88:38, Khurana)

**NON-TENURED TEACHING STAFF** - continued

Equitable estoppel

Doctrine did not prevent termination of uncertified guidance counselor with five years service where guidance counselor knew of deficiency in certification (83:1240, Hansen)  
Superintendent, non-tenured, equitable estoppel bars relief for improper termination based on failure to evaluate three times annually where superintendent recommended board's policy for single annual evaluation of superintendent (83: May 25, McGuchin, aff'd w/opinion St. Bd. 83: September 7)

**Evaluations**

(See also "Evaluations", this index)

Administrative Code requirements, N.J.A.C. 6:3-19, satisfied (84: April 16, Cosentino)

Allegation of biased evaluations not supported by record (78:258, Battle) (80: August 7, Powell) (80: September 26, Oliver)

Allegations that evaluations were invalid do not constitute grounds for a plenary hearing before Commissioner (78:125, Bland)

Board not bound by recommendation of superintendent (70:149) (75:418, Abramson, aff'd St. Bd. 75:424, aff'd App. Div. 76:1103) (77:1, Mihatov) (77:841, Strauss)

Board not required to provide teacher with composite evaluation report (78:294, Shaw)

Board not required to renew contract of teacher whose evaluations are satisfactory (78:55, Conover) (79:394, Breen, dismissed as out of time St. Bd. 79: October 3) (80:512, Dore, stay denied St. Bd. 80: September 3, rev'd St. Bd. 81: January 22) (80: August 7, Powell) (81: March 3, Cosgrove) (81: May 4, Bringhurst, aff'd St. Bd. 81: October 7) (81: May 29, Steward) (82: September 2, Goldstein) (83: October 7, Jelepis)

Board's managerial power not to renew supervisor's position overrode his statutory right to 3 evaluations per year (88: January 29, Walker)

Board's reasons for non-renewal held well grounded in evaluations (78:145, Perrault) (80: March 17, Leobold) (80: April 24, Shulman) (80: May 8, Pastore) (80:500, Del Piano, aff'd St. Bd. 80:511)

Evaluator must hold certificate for supervision of instruction (80:541, Gelsomino)

Failure to adopt policy on observation per N.J.A.C. 6:3-1.19(c), no reinstatement, no entitlement to 60 days pay (80: December 29, Karpati)



**NON-TENURED TEACHING STAFF - continued**

**Evaluations - continued**

- Failure to follow statutory procedure does not void board's non-renewal action (77:232, Pelose, aff'd in part, rev'd in part St. Bd. 77:240) (77:904, Hutzley) (77:751, Gearing, aff'd St. Bd. 77:760) (77:1226, Sherwood) (78:125, Bland) (79:771, Markot, aff'd St. Bd. 80: April 8, aff'd App. Div. 81:1462) (80:500, Del Piano, aff'd St. Bd. 80:511) (80: June 17, Kaniper, aff'd St. Bd. 80: October 1) (80:980, Whiting, aff'd St. Bd. 81: January 22, aff'd unpublished opinion, App. Div. (Docket No. A-2741-80T1, April 7, 1982))
- Failure to make one of two evaluations mandated by negotiated agreement does not void board's non-renewal action (75:1047, Cobb, aff'd St. Bd. 76:1135) (77:751, Gearing, aff'd St. Bd. 77:760)
- Importance of frank evaluations (75:669, Gorny) (75: September 16, Seija) (76:543, Payne, aff'd St. Bd. 76:554, aff'd App. Div. 77:1303 certif. denied 75 N.J. 602 (1978) (76:804, Chianese, aff'd St. Bd. 77:1279) (77:1107, Fox) (77:1226, Sherwood) (76:543, Payne, aff'd St. Bd. 76:554, aff'd App. Div. 77:1303 certif. denied 75 N.J. 602 (1978) (78:428, Mueller, aff'd St. Bd. 78:439, aff'd App. Div. 80:1517)
- Non-renewal of evaluator does not make evaluations invalid (80: October 2, East Orange, aff'd St. Bd. 81: February 4)
- Not required for persons in acting positions (80: July 15, Williams)
- Not required to be completed prior to notice of non-renewal (81: October 15, Rogers)
- Observations of elementary teacher must be one subject lesson in length (81: October 15, Rogers)
- Remedies for failure to properly evaluate
- Monetary awards or reinstatement may be appropriate for extreme violations of evaluation statute, or when failing to evaluate is coupled with improper or arbitrary statement of reasons (See also - Remedies for failure to state reasons, this section)
- Board's failure to evaluate and failure to substantiate reasons for non-renewal warrant monetary award (81: March 4, Tucker, aff'd o.b. App. Div., unpublished opinion, (Docket No. A-2738-80-T1, April 7, 1982; C. dec. 80:627)); (81: November 6, Stein)

**NON-TENURED TEACHING STAFF - continued**

**Evaluations - continued**

**Remedies for failure to properly evaluate - continued**

Neither reinstatement nor monetary awards are generally appropriate (79:295, Coulter, rev'g in part, aff'g in part 79:288) (80:500, Del Piano, aff'd St. Bd. 80:511) (80: September 3, Kelly, St. Bd. rev'g in part 80: April 28) (80: December 29, Korpati) (81: January 22, Dore, St. Bd. rev'g 80: May 30) (81: April 6, Clark) (81: December 22, Dacher) compare with earlier decisions granting monetary awards solely for failure to evaluate (78:106, Fulno) (79:325, Patrick) (79: November 2, Yasny, unpublished opinion) Dore v. Bedminster, 185 N.J. Super. 447 (1982) (83: June 27, Scott, aff'd St. Bd. 83: November 2) (83: May 25, McGuchin, aff'd with opinion St. Bd. 83: September 7) Reinstatement ordered: Board had neither adopted policy on evaluation nor evaluated any staff members (78:720, Bendon) Superintendent, non-tenured, equitable estoppel bars relief for improper termination based on failure to evaluate three times annually where superintendent recommended board's policy for single annual evaluation of superintendent (83: May 25, McGuchin, aff'd with opinion St. Bd. 83: September 7)

**Non-renewal**

Generally, board's decision not to renew presumed valid; to overturn, must be shown to be arbitrary and capricious (80: December 24, Wasserman) (81: July 6, Hallowell) (81: August 11, Arlett, aff'd St. Bd. 82: February 3) (81: September 10, Magro) (81: September 11, Bedosky) (82: September 2, Goldstein) (87:62, White-Stevens) (87:706, Sontupe, aff'd St. Bd. 87:717, aff'd unpublished opinion App. Div. (Docket No. A-239-87T8 decided May 31, 1988))

**Evaluations**

Failure of board to evaluate superintendent (N.J.S.A. 18A:27-3.1) did not mandate corrective action, or imposition of sanction (81:1473, Perry, App. Div. aff'g 79: December 17, aff'd St. Bd. 80: April 8)

Mitigation; petitioner did not have the duty to continue summer employment, after notice of contract termination, "of a different or lower grade" (84:506, Peck, appeal dismissed St. Bd. 84: October 3)

**Procedure**

Arbitrability of procedures specified in agreement,

Newark Teachers' Union v. Newark Bd. of Ed., 149 N.J. Super. 367 (Ch. Div. 1977)

**NON-TENURED TEACHING STAFF - continued**

**Non-renewal - continued**

**Procedure - continued**

**Initial decision by board**

Failure to record non-renewal in minutes (81: February 5, Bundy)

May be in private meeting (74:396) (75:93, Bolger and Feller, aff'd St. Bd. 75:98, aff'd App. Div. 76:1122) (75:285, Maxawey) (75:303, Friгноca) (75:483, Searles) (75:624, Berlin, aff'd St. Bd. 75:629) (75:641, Collins) (75:959, Trued) (76:55, Fishberg) (77:88, Welch, aff'd St. Bd. 77:95) (77:88, Welch, aff'd St. Bd. 77:95, aff'd 159 N.J. Super. 29 (App. Div. 1978) (80: April 14, Bey, aff'd St. Bd. 80: July 2)

Roll call majority vote is not required for non-renewals, but is required for renewal of any teaching staff member's contract (73:261) (73:305 remanded 74:1244, on remand 74:1246 aff'd St. Bd. 75:1121 aff'd App. Div. 76:1163) (76:170, Sachs aff'd St. Bd. 76:175) (76:1032, Kaprow) (77:508, Johnson) (77:1226, Sherwood)

Notice of superintendent's recommendation held to be substantial compliance with N.J.S.A. 18A:27-10 where notice was received on April 25th advising petitioner that superintendent would recommend that board rescind its offer at a special meeting to be held April 30th, and notice of board's action was received on May 1st (87:62, White-Stevens)

**Notice to teaching staff members**

Generally, see N.J.S.A. 18A:27-10 et seq. (76:412, Dougherty) (76:685, Oros) (76:717, D'Ambrosio) aff'd St. Bd. 77:1280, certif. denied 81 N.J. (1979) (76:921, Brick Tp. Bd. of Ed., aff'd St. Bd. 77:1278, aff'd App. Div. 78:998) (76:970, Vanderbeck) (77:900, White, aff'd St. Bd. 77:903) (78:102, Jenkins) (78:145, Perrault) (79:163, Brown) (80: June 17, Kaniper, aff'd St. Bd. 80: October 1) (80: November 13, Cobb)

Educational Services Commission terminated entire staff, both tenured and non-tenured, proper notice provided to non-tenured staff prior to April 30th (84:420, NJEA v. Essex County Educational Services Commission, aff'd St. Bd. 85:1976, aff'd App. Div., unreported)

opinion (Docket No. A-3154-84T7, dated April  
30, 1986))

**NON-TENURED TEACHING STAFF - continued**

**Non-renewal - continued**

**Procedure - continued**

**Notice to teaching staff members - continued**

- April 30 deadline of N.J.S.A. 18A:27-10 applies only to those teachers under contract on or before the preceding September 30 (78:879, McGovern)
- Board action upheld, where teacher was given proper notice and, by clerical mistake, a contract (75:624, Berlin, aff'd St. Bd. 75:629)
- Board policy requiring notice prior to April 15 does not supersede or amend the controlling statute (78:102, Jenkins)
- Contractual provision setting March 1 notification date is not enforceable, according to Commissioner (73:261)
- Failure to notify after informal hearing of board's decision to affirm non-renewal held not to be a statutory violation (77:508, Johnson)
- Failure to notify does not create a contract but is an offer which must be accepted by teacher (79:879, VanHassel, App. Div. rev'g and remanding 77:871, aff'd St. Bd. 78:1043) (76:113, Sydnor) (77:315, Lilenfield) (77:1211, Della Santi)
- Late notice held defective, but board may terminate new contract, pursuant to 60 day notice provision (St. Bd. 75:117, Armstrong, rev'g in part 75:112)
- Late notice held defective, but board may terminate new contract, pursuant to notice provision; board liable for full year's salary (76:376, Bitzer, aff'd St. Bd. 76:381) (76:543, Payne, aff'd St. Bd. 76:554, aff'd App. Div. 77:1303 certif. denied 75 N.J. 602 (1978) (76:569, Roy, aff'd St. Bd. 76:574) (76:804, Chianese, aff'd St. Bd. 77:1279) (76:921, Brick Tp. Bd. of Ed., aff'd St. Bd. 77:1278, aff'd App. Div. 78:998) (76:928, Wachstein) see also (St. Bd. 75:162, Fallon, rev'g in part 75:162, on remand 76:75, aff'd St. Bd. 76:76, rev'd App. Div. 77:1287, certif. denied 74 N.J. 275 (1977))
- May be sent by administrator or board secretary (75:93, Bolger and Feller, aff'd St. Bd. 75:98, aff'd App. Div. 76:1122) (76:55, Fishberg) (77:904, Hutzley)
- Must be clear, unambiguous and unconditional (74:396)

(75:569, Siderio, aff'd St. Bd. 76:1170) (75:823, Sieja)

**NON-TENURED TEACHING STAFF - continued**

**Non-renewal - continued**

**Procedure - continued**

**Notice to teaching staff members - continued**

- Non-renewal of non-tenured Business Department Supervisor tenured as teacher, effected with board notification of employment for subsequent year at teachers' salary (81: November 6, Schwartz)
  - Notice not required for non-renewal of teacher in adult school (78:867, Brown)
  - Notice of non-renewal received after April 30 deadline construed as notice of termination according to contractual termination clause (81: October 15, Klein)
  - Notice of superintendent's recommendation is insufficient; must be notice of board action taken (74:207) (76:376, Bitzer, aff'd St. Bd. 76:381)
  - Notice returned by Postal Service as "undeliverable", satisfied N.J.S.A. 18A:27-11; teacher not automatically re-employed (81: October 13, Moses)
  - Notice to tenured teacher held a nullity (80:1189, North Bergen)
  - Principal (77:751, Gearing, aff'd St. Bd. 77:760)
  - Principals, if non-tenured as principal, are entitled to April 30 notice (75:483, Searles)
  - Psychologist, entitled to notice (77:315, Lilenfield)
  - Secretary to board, notice not required (76:970, Vanderbeck) (77:900, White, aff'd St. Bd. 77:903)
  - Substitute teacher who is employed continuously September to June is not entitled to April 30 notice (Driscoll, 165 N.J. Super. 241 (App. Div. 1977); aff'd 79 N.J. 126 (1979) rev'g 79:7, aff'd 79:14; but see Sayreville Ed. Assn., 193 N.J. Super. 424 (App. Div. 1984), rev'g (83:1632, St. Bd. aff'g with modification 82: June 18)
- Notification of non-renewal
- Need not be in writing, attendance of superintendent at board meeting effectuating his termination, together with his actions and statements, constitutes sufficient notification (83: September 12, Davis)
- Open Public Meetings Act
- De novo action taken at meeting subsequent to April 30th "relates back" to date of original action



where board took ratifying action prior to petitioner's commencing suit. Jamison v. Morris School District Bd. of Ed., 198 N.J. Super. 411 (App. Div. 1985)

**NON-TENURED TEACHING STAFF - continued**

**Non-renewal - continued**

**Procedure - continued**

Procedures for evaluation are mandatorily negotiable, Fair Lawn Bd. of Ed. v. Fair Lawn Ed. Assn., 174 N.J. Super. 554 (App. Div. 1980)

**Right of review before Commissioner**

Affirmative offer of proof that board has acted for proscribed reasons is basic prerequisite for entitlement to adversary hearing before Commissioner (75:848, Haberman) (76:60, Donaldson, aff'd St. Bd. 76:65) (76:170, Sachs, aff'd St. Bd. 76:175) (76:245, Krill) (76:569, Roy, aff'd St. Bd. 76:574) (76:693, Foster) (76:732, McCorkle, aff'd St. Bd. December 1) (76:754, McCormack, aff'd St. Bd. 77:1299) (76:928, Wachstein) (76:1075, Sulovski) (77:743, Goldsworthy) (77:746, Cardman) (77:751, Gearing, aff'd St. Bd. 77:760) (77:820, Previti) (77:832, Salowe) (77:841, Strauss) (77:892, O'Biso, aff'd St. Bd. 77:900) (77:1102, Zink, aff'd St. Bd. 78:1051, aff'd App. Div. 79:885) (77:1107, Fox) (77:1226, Sherwood) (89:1186, Cirullo, aff'd St. Bd. 88: August 3)

Alternate route teacher is entitled to hearing before Commissioner in challenging her entitlement to standard teacher's certificate (87:1803, Griskey, rev'd St. Bd. 88: August 3)

Authority of Commissioner to award back pay (75:191, Rockenstein, aff'd St. Bd. 75:199, aff'd App. Div. 76:1167)

Standard of review; board's discretionary action is entitled to presumption of validity (75:471, Baker) (75:1029, Long Branch, aff'd St. Bd. 76:1150) (76:78, Banchik) (76:555, Nettles) (76:693, Foster) (77:1, Michatov) (77:72, Peters, aff'd St. Bd. 77:85) (77:265, Saccanti) (77:743, Goldsworthy) (77:746, Cardman) (77:832, Salowe) (77:841, Strauss) (77:1102, Zink, aff'd St. Bd. 78:1051, aff'd App. Div. 79:885) (77:1107, Fox) (77:1226, Sherwood) (78:55, Conover) (78:102, Jenkins) (78:145, Perrault) (79:11, Nasuti)

(79:156, Hubbard, aff'd St. Bd. 79:162, aff'd App. Div. 80:1500, certif. denied 85 N.J. 130 (1980))  
(79:394, Breen, dismissed as out of time St. Bd. 79: October 3) (79:427, Scaturro) (80: March 17, Leobold) (80: May 29, Stevenson, aff'd St. Bd. 80: September 3) (80: July 17, Hatala, aff'd St. Bd. 80: November 5) (81: February 5, Bundy) (83: March 14, Kulihin, aff'd St. Bd. 83: June 1) (86:1186, Costa)

**NON-TENURED TEACHING STAFF - continued**

**Non-renewal - continued**

**Procedure - continued**

**Right of review before Commissioner - continued**

Teacher challenging board action entitled to hearing on the merits; cannot be dismissed on summary judgment (82: March 19, Mauro)

**Right to informal appearance**

Generally, see N.J.S.A. 18A:27-3.2, N.J.A.C. 6:3-1.20, Donaldson v. No. Wildwood Bd. of Ed., 65 N.J. 236 (1974) rev'g 115 N.J. Super. 228 (App. Div. 1971) (C. dec. 69:127, St. Bd. 70:450); (75:332, Hicks) (76:388, Mullelly) (76:693, Foster) (76:754, McCormack, aff'd St. Bd. 77:1299) (76:804, Chianese, aff'd St. Bd. 77:1279) (76:1065, Mazmanian) (77:743, Goldsworthy) (77:751, Gearing, aff'd St. Bd. 77:760) (77:871, VanHassel, aff'd St. Bd. 78:1043) (77:904, Hutzley) (77:900, White, aff'd St. Bd. 77:903) (78:258, Battle) (79:732, Koval) (80: February 25, Dalley) (80: June 17, Kaniper, aff'd St. Bd. 80: October 1) (80:920, Henisse) (80: September 26, Oliver) (79:879, Van Hassel, App. Div. rev'g and remanding St. Bd. 78:1043 and 77:871) (82: July 29, Hall)

Administrative and supervisory personnel may be present but may take no part in hearing (77:851, Berkeley Tp. Teacher Assoc.)

Failure to supply teacher with detailed reasons for non-renewal prior to informal hearing, and failure to permit teacher to refute reasons, is improper (81: May 26, Moore)

No right to adversary hearing (79:11, Nasuti)

No right when teacher request made 2 days after statutory deadline (81: September 10, Magro)

**Right to statement of reasons**

Generally, see N.J.S.A. 18A:27-3.2, N.J.A.C. 6:3-1.20, Donaldson v. North Wildwood Bd. of Ed., 65 N.J. 236 (1974) rev'g 115 N.J. Super. 228 (App. Div. 1971) (C. dec. 69:127, St. Bd. 70:450; C. dec. 76:60, aff'd St. Bd. 76:65) (75:332, Hicks (76:55, Fishberg) (76:388, Mullelly) (76:543, Payne, aff'd St. Bd. 76:554, aff'd App. Div. 77:1303 certif. denied 75 N.J. 602 (1978) (76:693, Foster) (76:754, McCormack, aff'd St. Bd. 77:1299) (76:921, Brick Tp. Bd. of Ed., aff'd St. Bd. 77:1278, aff'd App. Div. 78:998) (76:928, Wachstein) (76:1065, Mazmanian) (77:232, Pelose, aff'd in part, rev'd in part St. Bd. (77:240)

**NON-TENURED TEACHING STAFF - continued**

**Non-renewal - continued**

**Procedure - continued**

**Right to statement of reasons - continued**

**Generally - continued**

(77:743, Goldsworthy) (77:751, Gearing aff'd St. Bd. 77:760) (77:841, Strauss) (77:871, Van Hassel, aff'd St. Bd. 78:1043) (77:900, White, aff'd St. Bd. 77:903) (77:1102, Zink, aff'd St. Bd. 78:1051, aff'd App. Div. 79:885); Gilchrist v. Haddonfield Bd. of Ed., 155 N.J. Super. 358 (App. Div. 1977) (78:145, Perrault) (79:427, Scaturro) (80: October 8, Nadler) (80: December 30, Belmont) (81: March 19, Buff) (82: July 29, Hall) (82: September 2, Goldstein)

Failure to give timely statement of reasons for non-renewal did not warrant reinstatement; board ordered to give statement and opportunity for appearance before board (85: May 7, Rosenthal)

No right to statement of reasons when not rehired for vacancy 6 months after non-renewal (81: September 11, Bedosky)

Prospective application given to Donaldson (75:538, Kensicki) (75:669, Gorny) (75:898, Rockefeller, aff'd St. Bd. 76:1166) (75:996, Lopez) (76:55, Fishberg) (76:921, Brick Tp. Bd. of Ed., aff'd St. Bd. 77:1278, aff'd App. Div. 78:998) (77:1091, Frick)

Purpose of reasons to correct deficiencies (81: February 2, Cassidy)

Reasons may be obtained from evaluation (80: June 17, Kaniper, aff'd St. Bd. 80: October 1)

Request must be timely (75:746, Bennette); see also N.J.A.C. 6:3-1.20 (76:1065, Mazmanian) (77:904, Hutzley)

Statement of reasons not required for non-renewal of teacher in adult school (78:867, Brown)

**Sufficiency of statement of reasons** (76: January 30, Strauss, unpublished opinion) (76:78, Banchik) (76:388, Mullelly) (76:555, Nettles) (76:732, McCorkle, aff'd St. Bd. 76:738) (76:754, McCormack, aff'd St. Bd. 77:1299, aff'd o.b. App. Div.) (77:232, Pelose, aff'd in part, rev'd in part St. Bd. 77:240) (77:743, Goldsworthy) (77:751, Gearing, aff'd St. Bd. 77:760) (77:841, Strauss) (79:879, Van Hassel, App. Div. rev'g and remanding 77:871, aff'd St. Bd. 78:1043) (77:1102, Zink, aff'd St. Bd. 78:1051, aff'd App. Div. 79:885) (78:55, Conover) (78:267, Szymanski)

## **NON-TENURED TEACHING STAFF - continued**

### **Non-renewal - continued**

#### **Procedure - continued**

##### **Right to statement of reasons - continued**

##### **Sufficiency of statement of reasons - continued**

(78:428, Mueller, aff'd St. Bd. 78:439, aff'd App. Div. 80:1517) (78:545, Cappeto) (78:714, Gushue) (78:879, McGovern) (78:903, Jones) (80: February 25, Dalley) (80: October 8, Nadler) (80:1439, McWilliams, aff'd St. Bd. 81: May 6) (81: February 2, Cassidy) (81: May 4, Bringhurst, aff'd St. Bd. 81: October 7) (82: November 3, Still, St. Bd. rev'g 81: December 14) (82: September 2, Goldstein) (85: March 4, Guerriero, aff'd St. Bd. 86: February 5, aff'd App. Div. unreported opinion (Docket No. A-3316-85T6, decided December 17, 1986))

Written request untimely, board's failure to provide statement of reasons proper (83: September 10, Davis)

### **Reasons**

#### **Board action upheld**

Absenteeism (81: February 5, Bundy); board action upheld even where number of days absent did not exceed statutory limit, DiRicco v. West Orange Bd.

of Ed., unpublished decision, App. Div., (Docket No. A-4214-79A, January 28, 1981), rev'g St. Bd. 80: June 11, aff'g 79:619) (85:513, Hansen, aff'd St. Bd. 85:523)

Assigning low grades to high percentage of pupils, (80: 763, aff'd St. Bd. 81: January 22)

Atmosphere of contention with supervisors (86:1186, Costa)

Bad faith could not be inferred from board's actions (79:818, Deal Ed. Assn., App. Div. aff'g 78:1001, St. Bd. rev'g 77:919) (83: August 11, Evans)

Based on matters outside of evaluations (85: March 4, Guerriero, aff'd with opinion St. Bd. 86: February 5, aff'd App. Div. unreported opinion (Docket No. A-3316-85T6, decided December 17, 1986)) (89:1560, Abrahamsen)

Budgetary considerations, but non-renewed teachers entitled to a second more specific statement of reasons (78:903, Jones)

Burden of proof that evaluation is arbitrary, capricious is on employee (80: September 26, Oliver) (81: May 18, De Leo)

Certification, failure to obtain (80: December 30, Belmont)

**NON-TENURED TEACHING STAFF - continued**

**Non-renewal - continued**

**Reasons - continued**

**Board action upheld - continued**

CETA employee, generally (80: September 2, Bienstock)

Civil service employee (81: August 11, Arlett, aff'd St. Bd. 82: February 3)

Claim of discrimination on basis of age (77:746, Cardman)

Claim of discrimination on basis of sex, Gilchrist v. Haddonfield Bd. of Ed., 155 N.J. Super. 358 (App. Div. 1977) (78:827, Wagner)

Claim reasons for non-renewal unarticulated and in fact based on teachers alleged abrasiveness at board meetings, Dore v. Bedminster, 185 N.J. Super. 447 (1982)

Claim that board meeting in which non-renewal voted commenced after 8 p.m. (80:980, Whiting, aff'd St. Bd. 81: January 22, aff'd unpublished opinion, App. Div. (Docket No. A-2741-80T1, April 7, 1982))

Claim that non-renewal constituted religious discrimination (80: May 2, Korman)

Claim that non-renewal infringed constitutionally protected liberty and property interests (80: November 13, Cobb) (89:1560, Abrahamsen)

Claim that non-renewal infringed teacher's First Amendment rights; mere allegation does not create prima facie case (80:980, Whiting, aff'd St. Bd. 81: January 22, aff'd unpublished opinion, App. Div. (Docket No. A-2741-80T1, April 7, 1982))

Claim that non-renewal violated state and federal constitutional rights (81: March 3, Cosgrove) (81: November 20, Stein) (89:1560, Abrahamsen)

Claim that non-renewal violated promise of re-employment (89:1560, Abrahamsen)

Claim that non-renewal was act of retribution (80: December 30, Belmont)

Claim that non-renewal was arbitrary, abuse of discretion (80: June 5, Banzer) (83: April 18, Mauro)

Claim that non-renewal was based on factual mistakes and evaluation by chairperson with whom existed a "philosophical dispute" (89:2560, Carney, aff'd St. Bd. 90:1702)

Claim that non-renewal was based on innuendo, untruths and rumor (78:745, Porcelain) (81: January 22, St. Bd. rev'g 80: May 30)

**NON-TENURED TEACHING STAFF - continued**

**Non-renewal - continued**

**Reasons - continued**

**Board action upheld - continued**

- Claim that non-renewal was based on insufficient numbers of evaluations (83: June 27, Scott, aff'd St. Bd. 83: November 2) (88: January 29, Walker)
- Claim that non-renewal was based on residency requirement (80: May 8, Pastore)
- Claim that non-renewal was in reprisal for union activities (70:99) (73:261) (76:1032, Kaprow) (76:1075, Sulovski) (77:841, Strauss) (77:1102, Zink aff'd St. Bd. 78:1051, aff'd App. Div. 79:885) In re Cape May Bd. of Ed. and Cape May City Teachers' Assn., App. Div., unpublished (December 16, 1980, Dkt. No. A-679-79)
- Claim that non-renewal was in reprisal for failure to salute flag (70:117, aff'd St. Bd. 70:119)
- Claim that non-renewal was in retaliation for exercising statutory rights (76:928, Wachstein)
- Claim that non-renewal was in retaliation for teacher's criticism of board (72:5) (75:1029, Long Branch, aff'd St. Bd. 76:1150) (76:1032, Kaprow) (77:72, Peters aff'd St. Bd. 77:85) (77:265, Saccenti) (77:751, Gearing, aff'd St. Bd. 77:760) (77:88 Welch aff'd St. Bd. 77:95 aff'd 159 N.J. Super. 29 (App. Div. 1978)
- Claim that reasons were lacking in specificity (76:78, Banchik) (76:388, Mullelly) (76:555, Nettles) (76:732, McCorkle, aff'd St. Bd. 76:738) (76:754, McCormack, aff'd St. Bd. 77:1299) (77:232, Pelose, aff'd in part, rev'd in part St. Bd. 77:240) (77:743, Goldsworthy) (77:751, Gearing, aff'd St. Bd. 77:760) (78:545, Cappeto) (78:714, Gushue)
- Claim that reasons given were not true (76:412, Dougherty) (76:717, D'Ambrosio, aff'd St. Bd. 77:1280) (76:732, McCorkle, aff'd St. Bd. 76:738) (76:754, McCormack, aff'd St. Bd. 77:1299, aff'd o.b. App. Div.) (76:928, Wachstein) (76:1011, Ciccone, aff'd St. Bd. 77:1279) (77:820, Previti) (77:832, Salowe) (77:1102, Zink, aff'd St. Bd. 78:1051, aff'd App. Div. 79:885) (77:1107, Fox) (78:125, Bland) (78:145, Perrault) (78:267, Szymanski) (84: February 27, Stone, aff'd St. Bd.

84: September 5) (79:879, Van Hassel, App. Div.  
rev'g and remanding 77:871, aff'd St. Bd. 78:1043)  
(89:1560, Abrahamsen)



**NON-TENURED TEACHING STAFF - continued**

**Non-renewal - continued**

**Reasons - continued**

**Board action upheld - continued**

Claim that termination was based on false representation of grading practice (83: March 14, Kulihin, aff'd St. Bd. 83: June 1)

Claim that termination was based on filing workers' compensation claim; hearing required, Arzberger v. Neptune Tp. Bd. of Ed., unreported App. Div., October 13, 1977 (C. dec. 76:835, aff'd St. Bd. 77:1271)

Coaches, board not required to give reasons (80: 646, Pfau)

Concealment of prior experience (80: December 30, Belmont)

Declining enrollments (78:322, Kuboski)

Educational philosophy in general (75:471, Baker) (75:540, Dooley)

Estoppel, representations by administration (77: 1226, Sherwood)

Ethnic discrimination claim (80:290, D'Ambrosio, rev'd St. Bd. 80:298, aff'd App. Div. 81:1411)

Evaluations (75:418, Abramson, aff'd St. Bd. 75:424 aff'd App. Div. 76:1103) (75:669, Gorney) (75:1047, Cobb, aff'd St. Bd. 76:1135) (76:170, Sachs, aff'd St. Bd. 76:175) (76:245, Krill) (78:294, Shaw) (78:428, Mueller, aff'd St. Bd. 78:439, aff'd App. Div. 80:1517) (78:545, Cappeto) (79:11, Nasuti) (79:394, Breen, dismissed as out of time St. Bd. 79: October 3) (79:427, Scaturro) (80: October 2, East Orange, aff'd St. Bd. 81: February 4) (82: September 2, Goldstein) (86:2878, Moran)

Excessive tardiness and absences (76:555, Nettles)

Failure to follow approved instruction methods (79:771, Markot, aff'd St. Bd. 80: April 8, aff'd App. Div. 81:1462)

Failure to motivate students (77:1, Mihatov)

Financial considerations (83: May 25, Bachir)

Free speech claim (75:669, Gorny) (76:1032, Kaprow) (77:72, Peters, aff'd St. Bd. 77:85) (77:265, Saccenti) (77:841, Strauss) (77:892, O'Biso, aff'd St. Bd. 77:900) (77:1102, Zink, aff'd St. Bd. 78:1051, aff'd App. Div. 79:885) (79:156, Hubbard,

aff'd St. Bd. 79:162, aff'd App. Div. 80:1500,  
certif. denied 85 N.J. 130 (1980))

**NON-TENURED TEACHING STAFF - continued**

**Non-renewal - continued**

**Reasons - continued**

**Board action upheld - continued**

General, subjective reasons (76:60, Donaldson, aff'd St. Bd. 76:65) (76:693, Foster) (76:754, McCormack, aff'd St. Bd. 77:1299 aff'd o.b. App. Div.) (83: March 14, Kulihin, aff'd St. Bd. 83: June 1)

Grading procedures (77:1107, Fox)

Informal policy of giving tenure only to excellent as opposed to satisfactory teachers upheld (85:513, Hansen, aff'd St. Bd. 85:523) (89:2560, Carney, aff'd St. Bd. 90:1702)

Laches (77:364, Crawford)

Late and incomplete evaluations by school psychologist, member of child study team provided reasonable basis for termination (83: November 14, Rippe, aff'd St. Bd. 84: July 11)

Political reasons for non-renewal alleged; non-renewal upheld (81: May 18, De Leo)

Proof of reasons not required (77:265, Saccenti)

Racial discrimination claim (80: April 14, Bey, aff'd St. Bd. 80: July 2) (80: May 29, Stevenson, aff'd St. Bd. 80: September 3) (80: September 26, Oliver)

Settlement of suit filed by prior principal (88:1220, Foster)

Teacher not active in school-wide affairs (75:848, Haberman) (76:1011, Cicccone, aff'd St. Bd. 77:1279)

Title I teacher (81: January 26, Kaplan)

"True" reasons not mandatory; cannot be discriminatory, arbitrary or capricious (85: March 4, Guerriero, aff'd St. Bd. 86: February 5, aff'd App. Div. unreported opinion (Docket No. A-3316-85T6, decided December 17, 1986))

Virtually any grounds permissible, except constitutionally protected ones (83: May 25, Bachir)

**Board action reversed**

Arbitrary and capricious action (St. Bd. 75: June 26, Moroze, rev'g 73:385, remanded St. Bd. 74:896, on remand 74:897)

Based on claim of reprisal for union activities

(St. Bd. 72:673, aff'd App. Div. 73:774 rev'g  
71:140; same case at 70:188 and 70:192)

**NON-TENURED TEACHING STAFF - continued**

**Non-renewal - continued**

**Reasons - continued**

**Board action reversed - continued**

Based on claim of infringement of free speech rights where teacher had satisfactory evaluations (74:260, supplemented 75:191, dismissed aff'd St. Bd. 75:199) (75:524, Stein, St. Bd. 75:531); see also (75:943, Haratz)

Board's decision tainted by acquiescence to political interference (78:218, North Bergen, aff'd in part, rev'd in part St. Bd. 78:250, aff'd App. Div. 80:1522, certif. denied 84 N.J. 444 (1980))

Reasons given were false; board acted unreasonably; damages awarded (77:919, Deal Ed. Assoc.)

Board action reversed; remedies available

Neither reinstatement nor monetary awards generally appropriate for failure to provide statement of reasons, Pelose v. South Brunswick Bd. of Ed., unpublished opinion, App. Div., (Docket No. A-271-77, June 29, 1978; St. Bd. 77:240; C. dec. 77:232) (81: May 4, Bringhurst, aff'd St. Bd. 81: October 7)

Monetary award, but not reinstatement, ordered where reasons were false and/or given in bad faith (78:589, Deal Ed. Assn., St. Bd. rev'g 77:919) (81: March 4, Tucker, aff'd o.b. App. Div., unpublished opinion, Docket No. A-2738-80-T1, April 7, 1982; C. dec. 80:627) (81: May 26, Moore)

Reinstatement ordered, (82: November 3, Still, St. Bd. rev'g 81: December 14)

**Recommendations for non-renewed employees**

Failure of board to recommend employee does not give rise to right to a "name clearing" hearing (84: January 12, Lucia)

Right to recommendation; terminated employee has no right to a recommendation by board (84: January 12, Lucia)

**Rehiring of non-tenured teachers previously RIF'd**

Board may use past evaluations (81: August 11, Kimless)  
Board policy automatically granting employment preference to non-tenured teachers previously employed by board held inconsistent with statutory and decisional law (81: August 11, Kimless)

No right to subsequent vacancy (80: March 10, Federici)

RIF'd, teachers have no special rights or privileges upon  
reemployment (81: August 11, Kimless)

**NON-TENURED TEACHING STAFF MEMBER - continued**

**Non-renewal - continued**

Remedies for failure to properly evaluate

Neither reinstatement nor monetary awards are generally appropriate (App. Div. 81:1473, Perry, aff'g 79: December 17, aff'd St. Bd. 80: April 8)

Short-term contract not illegal but board need only invoke 60 day termination clause to non-renew non-tenured employee (88:2041, Coman)

Untimely petition

Petitioner failed to file within 90 days of initial cause of action; petition dismissed (87:1361, Michals)

**NOTICES**

(See also "Boards - Meetings - Notice" and "Non-tenured teaching staff - Non-renewal - Notice", this index)

Notice sent home with pupil informing parent of upcoming election and fact they would receive further information held proper (82: September 24, Somerdale)

Publication in newspapers, Schultz v. Wanaque Bd. of Ed., 105 N.J. Super. 165 (App. Div. 1969), Jones v. East Windsor Reg. Bd. of Ed., 143 N.J. Super. 182 (Law Div. 1976), Worts v. Upper Twp., 176 N.J. Super. 78 (Ch. Div. 1980)

**NURSES**

(See also "Tenure", this index)

Abolition of nurse position upheld: did not involve reassignment of duties to medical assistant (81:1070, Bernards Twp. Ed. Assn., aff'd St. Bd. 82:1443, aff'd App. Div. 83:1502 (May 18, 1983, A-4211-81T3))

Certification required, LPN's may not replace or perform function of school nurse (82: December 27, Plainfield, aff'd St. Bd. 83: June 1)

Dismissed for administering wrong dosage of medication (89:1229, Snyder, aff'd St. Bd. with opinion 89:1241)

Duties

Aides may perform first aid (81: October 5, Wyckoff, aff'd St. Bd. 82: May 5) (88:352, Bound Brook)

Assignment of secretaries to assist pupils who are ill or injured, in the absence of the school nurse, is not improper. Board is not required to hire health aide paraprofessional. (87:1757, Neptune Twp. Ed. Ass'n)

Duty free lunch required, as per N.J.A.C. 6:3-1.15 (85: January 3, Breen)

Health aides may not perform nursing duties (82: January 22, Rooney, aff'd St. Bd. 82: July 7, aff'd and remanded, unpublished opinion, App. Div. (Docket No. A-5809-81T2, decided February 23, 1984)) (88:352, Bound Brook)

Nurses only, and not medical assistants, may administer medication (81:1070, Bernards Twp. Ed. Assn., aff'd St. Bd. 82:1443, aff'd App. Div., 83:1502 (May 18, 1983, A-4211-81T3))

Requiring nurses to remain in school during duty-free lunch is non-negotiable, managerial prerogative, Salem City Bd. of Ed. v. Salem Teachers Assn., App. Div., unpublished opinion (A-5137-81T3, June 3, 1983)

Health aides may not replace nurse positions (77:1047, Scrupski, rev'g 76: March 24) (82: January 22, Rooney, aff'd St. Bd. 82: July 7, aff'd and remanded, unpublished opinion, App. Div. (Docket No. A-5809-81T2, decided February 23, 1984))



**NURSES** - continued

No requirement in statutes or regulations that nurse be present in each school at all hours of day; other staff may be assigned to provide emergency care in absence of nurse (72:232) (74:1095) (76:672, Roe, aff'd St. Bd. 76:676) (77:1033, Outslay) (77:1047, Scrupski, rev'g 76: March 24)

Policies regarding the care of pupils in emergency conditions must be adopted by school boards pursuant to N.J.A.C. 6:29-5.1. (87:1757, Neptune Twp. Ed. Ass'n)

Requirement that each school district employ at least one certified school nurse; no requirement that each school have a certified school nurse (88:352, Bound Brook)

Salary

Receipt of a BA degree did not entitle a school nurse on Column I of salary guide to placement on Column II of salary guide where board compensated both BA and non-degree nurses under Column I (83: May 23, Askew, aff'd St. Bd. 83: October 5)

Compensation of nurses must be in accordance with teachers' salary schedule, including experience and training levels N.J.S.A. 18A:29-4.2 (72:577) (73:434) (74:1170) (75:19, Schmidt) (75:67, Freehold) (75:389, Ascough) (75:425, Passaic) (75:586, Union Co. Reg., aff'd St. Bd. 75:592) (75:843, Stack, aff'd and remanded St. Bd. 76:1052, on remand 76:1052) (75:1007, Maykowski) (76:960, Miller) (76:1013, Marturano) (77:823, Wilson) (85: January 3, Breen)

Non-degree nurses must be compensated at bachelors' level on teachers salary guide unless a non-degree schedule is provided for, and all non-degree teaching staff members are paid on same (St. Bd. 75:1100, Martinsek, rev'g 74:1210) (76:960, Miller) (76:1013, Marturano) (77:823, Wilson) (79: April 20, Lakewood, aff'd St. Bd. 79: August 8) (85: January 3, Breen)

School nurse, as elected member of city council, not disqualified from reviewing school budget. Schulman v. O'Reilly-Lando, 226 N.J. Super. 626 (App. Div. 1988)

School nurse may serve on board of school estimate and city council in same community - no conflict of interest. Schulman v. O'Reilly-Lando, 226 N.J. Super. 626 (App. Div. 1988)