

Policy

SEPARATION

Termination/Dismissal

Each employee under contract in the Little Silver School District shall have agreed to mutually satisfactory terms for the termination of employment. The board shall respect and uphold the terms of the contracted termination agreement. It is the expectation of the board that the employee will also respect the contract terms.

The board may terminate any employee under tenure for any of the following conditions:

- A. Request by the employee for reasons accepted as valid and in the best interest of both the employer and the employee;
- B. By mutual agreement of both employee and the employer that termination of the contract is best for the school system;
- C. By direct request from the employer.

Should an employee terminate, on request of the board, the employee may be terminated immediately and paid for the period of notice.

The board may dismiss a nontenured employee when it is in the best interest of the school district. The employee shall be given written notice of the intent to terminate including the reasons for the termination.

Nontenured staff may be dismissed without notice when sufficient cause warrants. Nonrenewal of nontenured teaching staff members shall be according to law and board policy 4117.41 Nonrenewal.

Resignation and Retirement

Any employee resigning from a position in the Little Silver School District shall inform the superintendent in writing within the notification time frames established in the individual employment contract or the negotiated agreement as applicable.

Recognition of retired employees will take place at the end of the school year.

A certified employee shall submit his/her resignation in writing to the superintendent at least 60 days prior to the effective date of resignation. This date shall be approved unless the board of education desires to accept the resignation sooner.

The resignation becomes effective upon its formal approval by the board of education and may be withdrawn by the employee at any time prior to board action.

If the employee fails to give the required notice, said lack of notice shall be deemed unprofessional conduct. The employee shall be paid only through the last day of service.

Any employee of the school district who terminates his employment of his own volition with exception of retirees or if released by the board will forfeit board granted benefits accrued during his employment.

SEPARATION, RESIGNATION (continued)

If an employee returns to the employ of the board of education after having had prior service, said employee will begin with the same benefits as any other new employee, except as covered by New Jersey State law, and/or the contracted agreement between the employee and the board of education.

At the discretion of the superintendent, employees retiring from the district may be requested to participate in an "exit interview," the purpose of which is to ascertain pertinent information from the employee that will be useful in recruitment and retention of employees.

The board may notify the Commissioner of Education when a certified staff member fails to give the required notice and the Commissioner may suspend his/her certificate for not more than one year. It is the responsibility of the school district to notify the Commissioner of Education of the failure to give the required notice.

Separation

In the event that a teacher resigns his/her position prior to the end of the school year for any reason, sick leave for that year will be prorated monthly, based on the yearly total as recorded in the master teacher association/board contract.

Personal business days will also be prorated based on the proportion of the school year which the teacher completes.

The board of education will continue to carry the teacher on the board designated insurance company rolls for the period designated by New Jersey State law.

Employees are required to return any and all district property held to the employee's supervisor immediately upon termination.

If the teacher has prior approval in the Teacher Reimbursement Program, all requirements of the course must be completed prior to the teacher's date of notification of resignation in order to receive full reimbursement. A course completed after the date of notification of resignation will negate all benefits.

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Key Words

Separation, Dismissal, Suspension, Resignation, Resign, Retirement, Retire

<u>N.J.S.A.</u> 18A:6-10 et seq.	Dismissal and Reduction in compensation (tenured staff)
<u>N.J.S.A.</u> 18A:16-2	Physical examinations; drug testing; requirement
<u>N.J.S.A.</u> 18A:16-4	Sick leave; dismissal
<u>N.J.S.A.</u> 18A:17-2	Tenure of secretaries, assistant secretaries, school business administrators, business managers and secretarial and clerical employees
<u>N.J.S.A.</u> 18A:17-3	Tenure of janitor employees
<u>N.J.S.A.</u> 18A:27-1 et seq.	Employment and Contracts
<u>N.J.S.A.</u> 18A:27-3.1	Non-tenured teaching staff; observation and evaluation; conference; purpose

SEPARATION, RESIGNATION (continued)

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

See particularly:

N.J.S.A. 18A:27-4.1

N.J.S.A. 18A:28-8

Notice of intention to resign required

N.J.S.A. 18A:66-43

Retirement for service age limits

Possible

Cross References: *4115 Supervision
 *4116 Evaluation
 *4117.4/4217.4 Reduction in force/abolishing a position
 *4117.41 Nonrenewal

*Indicates policy is included in the Critical Policy Reference Manual.