



NEW JERSEY CENTER
FOR TEACHING & LEARNING

NJCTL
Faculty/Staff Handbook and Policy Manual
(Updated 4/27/22)

INTRODUCTION

We would like to take this opportunity to welcome you to the New Jersey Center for Teaching and Learning (NJCTL). Your employment is very important to us. We look forward to working with you as we continue to serve our mission of empowering teachers to lead school improvement.

As part of our team, we encourage all employees to embrace our commitment to excellence and our dedication to improving the quality of public education. Furthermore, we value professionalism, loyalty, honesty, and confidentiality. We are confident that NJCTL will provide you with a rewarding employment environment.

This Handbook is intended as a means of communicating our policies and procedures to you in order for you to better understand how we, your employer, operate. It is presented as a matter of information only and its contents should not be interpreted, and are not intended, as a written employment contract between NJCTL and any of its employees, or a guarantee of continued employment. The information contained in this Handbook applies to all employees of NJCTL uniformly (including faculty) and supersedes all prior policies and procedures. Employees should be aware that at all times you are employed by NJCTL, your employment is at-will. Just as employees can terminate their employment at any time, NJCTL retains the right to terminate employees at any time, with or without cause. NJCTL reserves the right to suspend, modify or amend any policy or procedure at any time.

After reading the following material, we urge you to discuss any questions and comments you may have with the Executive Director or Director of Operations. We strongly believe in an “open-door, open-communication” philosophy and expect every employee to give us their input to achieve our mutual goals.

OVERVIEW

The New Jersey Center for Teaching and Learning (NJCTL) is an independent not-for-profit foundation, created by the New Jersey Education Association. Our mission Vision, Focus and Goals are as follows:

Mission

To empower communities of educators and families to lead school improvement, so that all students have access to a high-quality education.

Vision

A world in which all students have access to a high-quality education.

Focus

Our focus is on the teaching and learning of science, mathematics and computer science.

Goals

1. Increase the number of teachers certified and prepared to teach science, mathematics, and computer science.
2. Increase the number of teachers successfully completing NJCTL online asynchronous courses and programs.
3. Increase the number of students successfully completing NJCTL online asynchronous courses taught by their local teachers or NJCTL faculty.
4. Develop and promote new teaching methods and the effective use of technology in education.
5. Continuously improve our live teaching materials and online asynchronous courses.
6. Support faculty in their work to design, improve, and deliver NJCTL courses and materials.

Faculty and employees are encouraged to reach out to senior staff for clarification about the mission and goals, and to make suggestions on what NJCTL can do to address the mission and goals of the organization.

I. EMPLOYMENT POLICIES

Drug-Free Work Environment

Employees are prohibited from unlawfully consuming, distributing, possessing, selling or using controlled substances. In addition, employees may not be under the influence of any controlled substance, such as drugs or alcohol, while at work or engaged in company business. Prescription drugs or over-the counter medications, taken as prescribed, are an exception to this policy. Anyone violating this policy may be subject to disciplinary action, up to and including termination.

Employees with Disabilities

NJCTL is firmly committed to complying with the Americans with Disabilities Act (ADA) and other federal and state legislation designed to ensure equal employment opportunities to persons with disabilities. NJCTL prohibits discrimination on the basis of disability in regard to all employment practices or terms, conditions and privileges of employment. Consistent with this policy and applicable law, NJCTL will make reasonable accommodation to the known physical or mental limitations of qualified applicants or employees, unless to do so would cause an undue hardship on the operation of its business.

Policy against Harassment

NJCTL expects that all employees will treat each other with fairness and respect. Harassment on the basis of race, religion, color, gender, age, sexual orientation, national origin or disability or as otherwise provided under federal, state or local law, will not be tolerated and is strictly prohibited. Harassment of this type is illegal and contrary to the policy of NJCTL. NJCTL believes that courteous, mutually respectful, pleasant, non-coercive interactions between employees will best serve the well-being of each individual and NJCTL.

Sexual harassment as well as gender-based discrimination is also illegal and contrary to the policy of NJCTL. NJCTL strives to foster a work environment free of sexual harassment, gender-based discrimination, intimidation and insult. NJCTL prohibits any employee from making unwelcome and unsolicited sexual advances, unwelcome, offensive or inappropriate comments regarding an employee's gender or engaging in other verbal or physical conduct of a sexual or gender-offensive nature, when an individual's submission to that conduct is made explicitly or implicitly a term or condition of that individual's employment, or when that conduct creates an intimidating, hostile, or offensive working environment.

Any person who believes that he/she is the victim of any type of discriminatory conduct, should bring that conduct to the immediate attention of the Executive Director or assignee. NJCTL will conduct a prompt and thorough investigation of all the circumstances surrounding the alleged incident in a confidential nature. If the investigation discloses that an individual has committed an act of discrimination, that individual will be subject to appropriate disciplinary action, up to and including termination. Retaliation in any form against an employee who complains of discrimination or harassment is strictly prohibited and will result in appropriate disciplinary action. Any supervisory employee to whom an employee brings a complaint of harassment but who fails to take appropriate action to resolve it will also be disciplined.

Equal Employment Opportunity

It has been and will continue to be the policy of NJCTL to be fair and impartial in all of its relations with its employees and applicants for employment and to make all employment-related decisions without regard to race, religion, color, national origin, age, sexual orientation, gender, disability, or any other categories protected by federal, state, or local law. This policy applies to recruitment, hiring, training, promotion, and all other personnel actions and conditions of employment such as compensation, benefits, layoffs and reinstatements, training, and disciplinary measures. Decisions regarding employment and promotion will be based solely only upon valid job-related factors.

Any employee with questions or concerns about any type of discrimination in the workplace is encouraged to bring these issues to the attention of the Executive Director or assignee. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

Employment Authorization

The Immigration Reform and Control Act of 1986 requires that NJCTL ensure that employees working in the United States are authorized for employment in the United States. Therefore, only individuals lawfully authorized for employment in the United States will be employed by NJCTL.

In connection with the Immigration Reform and Control Act of 1986, NJCTL must collect certain information and review certain documentation concerning the employment authorization of individuals hired after November 6, 1986. This information and documentation will be used only for compliance with the Immigration Reform and Control Act of 1986 and not for any unlawful purpose. If your employment authorization changes or terminates after the start date of your employment, please inform NJCTL immediately.

Work Day of Eligible Full-time Employees

NJCTL has a flexible work schedule in that you are not expected to report to a set location and work specific hours. However, there is a tremendous amount of work to be done to accomplish our mission. Generally, you will be expected to work more than 40 hours, but fewer than 60 hours per week. If you are working more or less than this on a frequent basis, you should speak with your supervisor about your assignments.

In general, employees work between the hours of 8:30AM to 5:00PM so they can collaborate with their colleagues. Employees are expected to schedule personal appointments before or after these work hours whenever possible, unless they are using approved vacation, sick, or personal time. In urgent situations, colleagues can call each other at any time, but such calls will generally not be before 8:00AM or after 7:00PM, except in case of a true emergency.

As a virtual company, transparency and communication are key. All employees are required to respond to others (internal & external) in a timely manner and allow their colleagues to know of their whereabouts, etc. during the work day.

Email Communication/Phone Communication/Calendar

Employees are expected to respond to emails promptly and concisely. If you cannot reply in full in a timely manner, let the sender know when he or she can expect a full reply. Ensure you follow-up or delegate the response to someone else if you can't reply. If the answer(s) is too complex for email, schedule a meeting with the individual(s). Review and reply to the most recent email.

Phone and email communication are NJCTL's main mode of communication in order to provide status of projects, receive assistance or direction from colleagues, proofread documents, etc.

Therefore, it is important that staff answer calls promptly. In the event a call cannot be answered, it is important that you get back to that person on a timely basis.

It is important that you enter into your calendar all outside meetings and appointments, as well as internal communication (i.e. Zoom calls, Google Hangouts, phone calls). Your calendar must be shared with all other employees so that it is known where you are or are not available.

Vacation/Personal/Sick Days/ for Eligible Full Time Employees

This section outlines NJCTL's policy as it pertains to its holiday schedule, vacation days, personal days, and sick days. It includes all instances requiring time off. Any instance not described within this document must be presented to the Executive Director and the Director of Operations, for consideration and prior approval.

NJCTL's approved holidays are as follows:

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|-------------------------------|------------------------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Birthday | Columbus Day |
| President's Day | Thanksgiving |
| Good Friday | Day after Thanksgiving |
| Memorial Day | Christmas/New Year's Holiday Break |
| Independence Day | |

In addition to the above holiday schedule, up to 25 days per year are provided for vacation/personal/sick days. These days must be used in no less than half day increments. Vacation and personal days should be requested with sufficient notice to the Executive Director or Director of Operations as to be practical, must be approved by the Executive Director, or the Director of Operations, and must be taken in that contract year. NJCTL understands that certain circumstances (emergencies, death of a family member, etc.) may impede the employee's ability to obtain prior approval. However, employees must make a good faith effort to contact the Executive Director or the Director of Operations as quickly as possible when time off is needed. NJCTL believes this policy to be fair and generous and is intended to include bereavement time, time to attend funerals, etc.

Up to five (5) unused vacation/personal/sick days may be rolled over to use during the first half of the following contract year. Vacation days, personal days, and sick days have no monetary

value and will not be paid if not used within the allocated time period. Any unused time will be forfeited by the employee. Vacation time may be taken in half day and full day increments.

Compensation

NJCTL maintains bi-monthly pay periods for full-time employees and part-time employees with contracted stipends. Paychecks are distributed on the 15th and last day of the month.

Compensation for hourly and part-time employees is on the 15th of the month. Vouchers for the preceding month must be submitted for review and approval by the 2nd of each month. Hourly contracts indicate a maximum number of hours per month to be worked. Any additional hours must be approved by the immediate supervisor, prior to working those hours. Unapproved hours will not be compensated.

All expense reports must be submitted for review and approval on a monthly basis accompanied by a copy of the receipt for each expense. Employee must maintain the original receipt. Tips on meals should not exceed twenty percent (20%).

NJCTL does not provide overtime pay.

General Policies on Absences

If you are unable to report for work, or if you will be late coming to work or have to leave early, notify your supervisor and the Director of Operations as soon as you are aware of the situation so that alternative plans can be made.

Regular attendance is required for all employees. Continued occurrences of lateness or absenteeism will result in dismissal.

Jury Duty

NJCTL recognizes that serving on jury duty is a civic responsibility for every U.S. citizen. NJCTL does reserve the right to ask employees to request a postponement from jury duty if it causes undue hardship on the company. NJCTL also recognizes that employees may at times be summoned or subpoenaed for a court appearance as a witness. NJCTL will grant employees paid leave for time spent on jury duty and for attendance as a nonparty witness in court, except that the company reserves the right to limit the duration of paid leave. As a result of receiving paid leave, all jury and witness fees, except transportation reimbursement, must be turned over to the company. Copies of all summons and court documentation for time spent out of the office must be turned in to the Director of Operations. Employees should give NJCTL as much notice as possible of their need for leave under this policy.

Working from Home and Weather Conditions for Full-time Employees

NJCTL is a virtual company whereby all employees work from home. NJCTL employees may have assignments that require them to travel to other locations for meetings or training. If dangerous weather conditions exist, employees should use their judgment in determining whether or not to attend these meetings. It is the responsibility of the employee to communicate with other meeting attendees that they cannot attend the meeting and to reschedule the meeting for a future date.

Health and Safety

In the event of any health emergency, NJCTL will review the recommendations of the Centers for Disease Control and the Department of Health to create requirements for all employees. Employees will be notified of, and required to comply with, NJCTL's health and safety requirements.

At this time, for the safety of our employees, as well as school district employees and their students, NJCTL employees are required to be fully vaccinated against Covid-19 if they are to conduct in-person business on behalf of NJCTL (e.g., U.S. or international training, school visits, conferences, etc.). Unvaccinated employees will not be permitted to represent NJCTL at any in-person meetings or events.

NJCTL employees must also comply with health and safety requirements of any hosting venue.

II. BENEFITS FOR ELIGIBLE FULL TIME EMPLOYEES

Benefits Overview

NJCTL provides a health benefits package to eligible full-time employees. As health benefits are purchased by NJCTL at considerable expense, the employee and NJCTL share the cost of the premium for coverage in NJCTL's health benefits package. NJCTL pays 80% of the premium cost for participation in NJCTL's health, prescription and dental plans; the employee pays 20% of the premium cost.

Employees eligible for Medicare benefits for themselves and/or spouse must enroll in Medicare. NJCTL will reimburse 80% of the premium cost of Medicare, and 80% of the cost of a Supplemental Health Insurance Plan. The employee is responsible for 20% of the premium cost.

NJCTL pays 100% of the premium cost for the vision plan selected by NJCTL for its employees.

Employees may choose to waive participation in NJCTL's health benefits package, at their own expense, if they have equivalent coverage in another health plan. Employees must demonstrate equivalent coverage on forms provided by NJCTL's Director of Operations.

Any questions about benefits should be directed to the Director of Operations. The terms, conditions, and eligibility requirements for fringe benefits are set forth in formal plans and policies for the specific fringe benefits, and those documents control in the event of any inconsistencies with this manual. All fringe benefits are subject to change or termination, and employees may be responsible for premium payments. NJCTL and its benefit plan administrators reserve the right to determine eligibility, interpretation, and administration with respect to benefit plans.

Cobra Continuation Coverage for Full-time Employees

Under applicable law known as "COBRA," NJCTL provides you with certain rights to continue health care coverage at your expense for a specified period upon the occurrence of certain

qualifying events such as termination or reduction of hours to part-time status. You are not eligible for COBRA benefits if you are terminated for gross misconduct.

Under certain circumstances (e.g., divorce, legal separation), your spouse and dependents may also have rights to continue health care coverage. You are responsible for informing us of changes in your marital status and/or number of dependents so that we may notify dependents of their rights under COBRA. If at any time your employment status changes or there is a change in your marital status or number of dependents, please notify the Director of Operations so that you can be more fully informed as to your rights under COBRA.

Workers' Compensation Policy

NJCTL provides each employee with Workers' Compensation insurance at no cost to the employee. This insurance provides for your medical expenses and a percentage of your income if you are injured as a result of your employment.

You should report any job-related injury or illness immediately to the Director of Operations no matter how minor the injury or illness may seem. You should seek medical treatment promptly.

While NJCTL encourages the reporting of any valid job-related injury or illness, abuse of the Workers' Compensations benefit will not be tolerated. NJCTL reserves the right to investigate the legitimacy of any claim for Workers' Compensation and will take appropriate disciplinary action where an employee is found to have deliberately filed a false claim.

New Jersey Unemployment Compensation and Temporary Disability Benefits

NJCTL employees are covered under the NJ unemployment compensation and temporary disability benefit program. Unemployment benefits are payable to employees who lose their jobs and who meet the eligibility standards under the law. Benefits are paid to eligible employees for disabilities (including pregnancy) not compensable under the workers compensation law.

Family Leave Insurance Provisions of the New Jersey Temporary Disability Benefits Law

The State of New Jersey provides up to six weeks of Family Leave Insurance Benefits in a 12-month period at partial pay. Under this state-administered program, benefits are payable to covered employees for periods of family leave for the following purposes:

- To bond with a newborn child during the first 12 months after the birth if the employee or the employee's spouse, domestic partner or civil union partner is the biological parent or adoption of a child. Bonding leave must be taken for a period longer than 7 consecutive days.
- To care for a family member with a serious health condition, a healthcare provider must certify the condition. Claims can be filed for six consecutive weeks, or for intermittent weeks.

A family member can be a child, parent, spouse, domestic partner or civil union partner.

If the employee is receiving temporary disability benefits for a pregnancy-related disability, she should contact the Director of Operations for instructions for claiming Family Leave Insurance benefits.

If the employee claims family leave benefits to care for a family member with a serious health condition, the employer must be given a reasonable advance notice unless leave is unexpected or the time period for leave changes.

If the employee needs an intermittent leave, the employer must be given at least 15 days' notice. Any intermittent leave must be taken in periods of at least 7 days.

If the employee claims family leave benefits to care for a newborn or newly adopted child, then the employer must be given at least 30 days' notice.

An application for Family Leave Insurance benefits can be obtained from the NJ Department of Labor. An employee should NOT submit or file the Family Leave Insurance application to the State until his or her family leave begins. Filing early can delay the claim.

New Jersey Family and Medical Leave and Federal Family and Medical Leave Act

Pursuant to the NJ Family and Medical Leave Act (NJFMLA) and the federal Family and Medical Leave Act (FMLA), NJCTL is required to notify you that the organization is not subject to the NJFMLA and FMLA. Employees who have worked at least 1,250 hours during the last twelve (12) months and work at a location where the employer has at least 50 employees within 75 miles of their worksite are eligible to receive an unpaid leave of absence for a period not to exceed twelve (12) weeks in any twelve (12) month period. Since NJCTL is a virtual company employing less than 50 employees, and since all employees work from home, no NJCTL full-time or part-time employee currently meets this requirement.

NJ Safe Act

The New Jersey Security and Financial Empowerment Act ("NJ SAFE Act"), P.L. 2013, c.82, provides that certain employees are eligible to receive an unpaid leave of absence, for a period not to exceed 20 days in a 12-month period, to address circumstances resulting from domestic violence or a sexually violent offense. To be eligible, the employee must have worked at least 1,000 hours during the immediately preceding 12-month period. Further, the employee must have worked for an employer in the State that employs 25 or more employees for each working day during each of 20 or more calendar workweeks in the then-current or immediately preceding calendar year.

Leave Without Pay

NJCTL may grant leave without pay for medical problems or other personal reasons. Employees should request the leave in writing to the NJCTL Executive Director. NJCTL will do their best to accommodate such requests depending on the needs of the organization. While employees are on leave without pay, they shall not be entitled to paid benefits or salary. Insurance benefits may be continued during the leave at the expense of the full time eligible employee.

Employees returning from leave without pay are not guaranteed the same position as when the leave was taken. However, reasonable effort will be made to reinstate employees in the same or equivalent position. Employees who do not accept the position offered on return from leave of absence will be considered to have voluntarily resigned from employment.

III CONDITIONS OF EMPLOYMENT

Confidentiality of Employer Information

All employees of NJCTL are required to respect and maintain the confidentiality of all information, including but not limited to, business documents, reports, records, files, correspondence and communications, to which the employee has access in carrying out responsibilities and duties both during and after employment with NJCTL. All employees are expected to show the highest regard for the privacy of each client and will strictly observe the confidentiality of records and other information associated with a client. Confidentiality is essential to sound relationships. It is also a legal and ethical matter of the utmost importance. All personnel will be careful to discuss confidential information only when necessary and appropriate in the context of business operations. Care should be taken to prevent confidential discussions from being overheard by other clients or staff members who are not involved. Any discussion of confidential information or similar violation of these standards will result in immediate dismissal.

Standards of Professionalism

CTL expects all members of its community to be honest and forthright in their academic endeavors since violations of academic integrity would undermine our mission. Violations of academic integrity include, but are not limited to, cheating; fabricating, altering or falsifying documents, information or citations; forgery; gaining or providing unauthorized access to examinations; plagiarizing; or submitting false credentials. Faculty should contact the Office of the Executive Director if they suspect that a student or other faculty has violated CTL's academic policy.

The manner in which you conduct yourself should create a favorable and lasting impression of NJCTL. The continued success of NJCTL depends on the quality, expertise and professionalism of our staff.

Written communications must meet the highest standards of accuracy and neatness.

All employees should present themselves in a professional and efficient manner. Respect and thoughtfulness towards clients and your fellow workers will always be expected.

Immaculate grooming and personal cleanliness is expected of all employees. As a representative of NJCTL, it is essential that each employee present a professional and well-groomed appearance at all times.

NJCTL does not provide tenure track positions.

Faculty Evaluation

NJCTL provides on-going feedback and support to all employees/faculty to improve their professional practice. Faculty meet on a weekly basis to discuss course content and to share ideas on the improvement of programs. All faculty must report to the Dean of Faculty regarding course instruction. In addition, faculty are evaluated on an annual basis by the Executive Director with input from the Dean of Faculty with input from faculty colleagues. See Appendix A for a copy of the faculty evaluation form.

Intellectual Property Rights

NJCTL has policies with respect to intellectual property that are disseminated in our Faculty/Employee Handbook as well as our Graduate School Handbook. That policy states that when creating new teaching materials or courses, any material used as a source needs to be cited and, if necessary, approval should be obtained from the original author. NJCTL staff are made aware that courses and teaching materials developed under contract with NJCTL are the property of NJCTL.

Intellectual Freedom & Freedom of Expression

NJCTL faculty and staff are encouraged to seek out information from many sources in pursuit of their own intellectual interests. NJCTL library is available to support those explorations. By this means, the breadth of experience of our faculty continuously grows which increases the range of experience they bring to course and program development, as well as their individual teaching.

NJCTL faculty and staff are also encouraged to express their own viewpoints on any and all subjects both inside and outside NJCTL. When publicly expressing their own opinions, they should make it clear whether they are expressing their own personal opinion or the opinion of NJCTL. This process of engagement with the world and their peers also serves to broaden the experiences and understanding they bring to their projects with NJCTL.

Academic Freedom

Collaborative autonomy is a key organizational principle of NJCTL. Faculty work together to develop programs and courses, define learning outcomes, and develop the materials that will be used to teach those courses. That process involves free and open discussion, which continues until a consensus is reached. Once consensus is reached, all faculty members teaching the same course use the same teaching materials to achieve the same learning outcomes. Continuous improvement of the course involves reengagement of the collaborative faculty team responsible for the course.

Each faculty member is encouraged to teach with their own style and bring their own personal experiences to bear. The strength of this process is the breadth and diversity of experience our faculty bring to the collaboration.

NJCTL's policy on academic freedom takes into account our learning outcomes for each course as well as the instructor's expertise. While NJCTL course content is clearly articulated for faculty and students, course instructors are encouraged to use their deep knowledge and expertise in responding to student questions about course content. In addition, faculty are urged to take an

active role in the bi-weekly meetings and determine the development and improvement of all our courses.

NJCTL believes that academic freedom shall apply to all faculty and support the following principles:

1. Freedom in research and publication where these activities do not interfere with adequate performance of academic duties;
2. Freedom to discuss controversial issues pertinent to the discipline; and
3. Retention of all rights as a citizen to free speech and publication. Such rights are not, as such, subject to institutional censorship or discipline

Voice of Educational Constituencies

NJCTL is a collaborative organization with a relatively flat structure.

While ultimate responsibility is retained by the executive director, decisions are made through a process of discussion that is both horizontal and vertical in nature. The office of the executive director works with staff so that decisions are arrived at through collaboration.

Ongoing dialog and discussion occur among employees on any issue raised by anyone in the organization.

In addition, any employee or student is welcome to contact anyone within NJCTL to share their comments and concerns. There are no limits to discussion between any employees, including with the executive director.

All parties working with NJCTL (e.g. vendors, school districts, policy makers) are encouraged to take advantage of this same open process to contact anyone within NJCTL and know that their concerns will be shared within NJCTL.

Research, Professional Development, and Scholarship

NJCTL supports faculty, staff and students by cultivating scholarship and research, encouraging research in emerging areas to advance basic knowledge in STEM education. Stakeholders are encouraged to provide ongoing suggestions to improve NJCTL courses and NJCTL methods, and to share research articles with NJCTL that address emerging issues in STEM education. NJCTL faculty regularly review each other's work – providing suggestions to improve research surveys, the interpretation of research results, research design, and articles for publication. Faculty input is sought on all NJCTL research projects.

Termination of Employees

NJCTL may terminate an employee's service at any time according to their contract. Upon termination, an employee shall not receive payment for any accrued or accumulated annual leave.

Faculty Responsibilities

Faculty are required to attend scheduled weekly meetings with the Dean of Faculty, Dean of Students, and other NJCTL staff as determined. Questions or concerns about course assignment, tutoring, communication with students should be addressed to the Dean of Faculty.

Faculty are also required to comply with NJCTL policy on student grades, grade appeals, and any and all provisions outlined in the Student Handbook. Questions or concerns about these policies should be addressed to the Dean of Students.

If a faculty member is unsatisfied with the determination of the Dean of Faculty or the Dean of Students, they should contact the Executive Director.

OTHER ADMINISTRATIVE MATTERS

Complaint Procedures

- **Technical Complaints:** These usually involve Proctorio, Django or Moodle and are sent to techsupport@njctl.org. Those emails are received by a group of staff members and is constantly monitored by a rotating schedule of on-call staff on weekends and holidays. The result is that complaints are usually responded to in a few hours and at least within 24 hours including weekends and holidays.
- **Teaching Materials Complaints:** NJCTL maintains an extensive catalog of free and open-source teaching materials on its website. Those materials form the foundation of our online graduate courses. Complaints related to these materials are received by comments through our website or via email. The complaint is reviewed and acknowledged within 24 hours. The appropriate content expert will answer the complaint and make adjustments if needed.
- **Online Course Complaints:** These complaints are sometimes related to the teaching material complaints discussed above or broken links, technical problems, etc. Those complaints are received via email and are acknowledged and responded to within 24 hours.
- **Grade Appeals:** Students who disagree with their grade can appeal to their instructor. If they are not satisfied, a process of further appeal is delineated in the Student Handbook that eventually results in the executive director making a determination if a resolution cannot be made in the initial process.
- **Harassment:** Any person who believes that he/she is the victim of any type of discriminatory conduct, should bring that conduct to the immediate attention of the executive director by email. NJCTL will conduct a prompt and thorough investigation of all the circumstances surrounding the alleged incident in a confidential nature. If the

investigation discloses that an individual has committed an act of discrimination, that individual will be subject to appropriate disciplinary action, up to and including termination. Retaliation in any form against an employee who complains of discrimination or harassment is strictly prohibited and will result in appropriate disciplinary action. Any supervisory employee to whom an employee brings a complaint of harassment but who fails to take appropriate action to resolve it will also be disciplined.

- **Website Accessibility:** NJCTL is committed to providing accessible content. If a user encounters issues accessing content on the NJCTL website, or needs to request an accommodation, they should contact NJCTL via the Website Accessibility button on the front page of the website and complete the form indicating their complaint. Those complaints are received via email and are acknowledged and responded to within 24 hours.
- **Accommodations:** NJCTL supports the protections available to members of its community under Section 503 and 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act Amendments Act of 2008 and all applicable State regulations. Consistent with state and federal statutes that affirm and protect the equal opportunity rights of persons with disabilities, NJCTL has a policy of non-discrimination and equal opportunity for otherwise-qualified persons with disabilities.

Any student with a disability who needs accommodations to successfully complete a course should email the Dean of Students. Any instructor or student with a disability who believes that s/he has been the victim of discrimination may email a complaint to the office of the Executive Director under the New Jersey State Policy Prohibiting Discrimination in the Workplace

- **General:** Any other person, whether inside or outside of NJCTL, can lodge a complaint by using the Contact/Complaint button on the front page of the website. Those complaints are received via email and are acknowledged and responded to within 24 hours.
- **Student Complaints Concerning Faculty or Staff:** Students should first try to resolve their complaint with the faculty or staff member. In the event they are unable to resolve the issue, or do not feel comfortable addressing the faculty or staff member directly, they should email the dean of students who will attempt to resolve the issue. If that is not successful, the issue will be escalated to the executive director.

Conflict of Interest

It is in the best interest of the New Jersey Center for Teaching and Learning to be aware of and properly manage all conflicts of interest and appearances of a conflict of interest. This conflict of interest policy is designed to help directors, officers, employees and volunteers of the New

Jersey Center for Teaching and Learning identify situations that present potential conflicts of interest and to provide New Jersey Center for Teaching and Learning with a procedure to appropriately manage conflicts in accordance with legal requirements and the goals of accountability and transparency in New Jersey Center for Teaching and Learning's operations.

1. Conflict of Interest Defined.

In this policy, a person with a conflict of interest is referred to as an "interested person." For purposes of this policy, the following circumstances shall be deemed to create a Conflict of Interest:

- a. A director, officer, employee or volunteer, including a board member (or family member of any of the foregoing) is a party to a contract, or involved in a transaction with the New Jersey Center for Teaching and Learning for goods or services.
- b. A director, officer, employee or volunteer, (or a family member of any of the foregoing) has a material financial interest in a transaction between the New Jersey Center for Teaching and Learning and an entity in which the director, officer, employee or volunteer, or a family member of the foregoing, is a director, officer, agent, partner, associate, employee, trustee, personal representative, receiver, guardian, custodian, or other legal representative.
- c. A director, officer, employee or volunteer, (or a family member of the foregoing) is engaged in some capacity or has a material financial interest in a business or enterprise that competes with New Jersey Center for Teaching and Learning.

Other situations may create the *appearance of a conflict*, or present a *duality of interests* in connection with a person who has influence over the activities or finances of the nonprofit. All such circumstances should be disclosed to the board or staff, as appropriate, and a decision made as to what course of action the organization or individuals should take so that the best interests of the nonprofit are not compromised by the personal interests of stakeholders in the nonprofit.

Gifts, Gratuities and Entertainment. Accepting gifts, entertainment or other favors from individuals or entities can also result in a conflict or duality of interest when the party providing the gift/entertainment/favor does so under circumstances where it might be inferred that such action was intended to influence or possibly would influence the interested person in the performance of his or her duties. This does not preclude the acceptance of items of nominal or insignificant value or entertainment of nominal or insignificant value (up to \$250) which are not related to any particular transaction or activity of New Jersey Center for Teaching and Learning.

2. Definitions.

A "Conflict of Interest" is any circumstance described in Part 1 of this Policy.

- a. An "Interested Person" is any person serving as an officer, employee or member of the Board of Trustees of the New Jersey Center for Teaching and Learning or a major donor

to the New Jersey Center for Teaching and Learning or anyone else who is in a position of control over the New Jersey Center for Teaching and Learning who has a personal interest that is in conflict with the interests of the New Jersey Center for Teaching and Learning.

- b. A "Family Member" is a spouse, parent, child or spouse of a child, brother, sister, or spouse of a brother or sister, of an interested person.
- c. A "Material Financial Interest" in an entity is a financial interest of any kind, which, in view of all the circumstances, is substantial enough that it would, or reasonably could, affect an Interested Person's or Family Member's judgment with respect to transactions to which the entity is a party.
- d. A "Contract or Transaction" is any agreement or relationship involving the sale or purchase of goods or services, the providing or receipt of a loan or grant, the establishment of any other type of financial relationship, or the exercise of control over another organization. The making of a gift to the New Jersey Center for Teaching and Learning is not a Contract or Transaction.

3. Procedures.

- a. Prior to board or committee action on a Contract or Transaction involving a Conflict of Interest, a director or committee member having a Conflict of Interest and who is in attendance at the meeting shall disclose all facts material to the Conflict of Interest. Such disclosure shall be reflected in the minutes of the meeting. If board members are aware that staff or other volunteers have a conflict of interest, relevant facts should be disclosed by the board member or by the interested person him/herself if invited to the board meeting as a guest for purposes of disclosure.
- b. A director or committee member who plans not to attend a meeting at which he or she has reason to believe that the board or committee will act on a matter in which the person has a Conflict of Interest shall disclose to the chair of the meeting all facts material to the Conflict of Interest. The chair shall report the disclosure at the meeting and the disclosure shall be reflected in the minutes of the meeting.
- c. A person who has a Conflict of Interest shall not participate in or be permitted to hear the boards or committee's discussion of the matter except to disclose material facts and to respond to questions. Such person shall not attempt to exert his or her personal influence with respect to the matter, either at or outside the meeting.
- d. A person who has a Conflict of Interest with respect to a Contract or Transaction that will be voted on at a meeting shall not be counted in determining the presence of a quorum for purposes of the vote.
- e. The person having a conflict of interest may not vote on the Contract or Transaction and shall not be present in the meeting room when the vote is taken, unless the vote is by

secret ballot. Such person's ineligibility to vote shall be reflected in the minutes of the meeting.

- f. Interested Persons who are not members of the Board of Directors of the New Jersey Center for Teaching and Learning, or who have a Conflict of Interest with respect to a Contract or Transaction that is not the subject of Board or committee action, shall disclose to their supervisor, or the Chair, or the Chair's designee, any Conflict of Interest that such Interested Person has with respect to a Contract or Transaction. Such disclosure shall be made as soon as the Conflict of Interest is known to the Interested Person. The Interested Person shall refrain from any action that may affect New Jersey Center for Teaching and Learning's participation in such Contract or Transaction.
- g. In the event it is not entirely clear that a Conflict of Interest exists, the individual with the potential conflict shall disclose the circumstances to his or her supervisor or the Chair or the Chair's designee, who shall determine whether full board discussion is warranted or whether there exists a Conflict of Interest that is subject to this policy.

4. Confidentiality.

Each director, officer, employee and volunteer shall exercise care not to disclose confidential information acquired in connection with disclosures of conflicts of interest or potential conflicts, which might be averse to the interests of the New Jersey Center for Teaching and Learning. Furthermore, directors, officers, employees and volunteers shall not disclose or use information relating to the business of the New Jersey Center for Teaching and Learning for their personal profit or advantage or the personal profit or advantage of their Family Member(s).

5. Review of policy.

- a. Each director, officer, trustee, employee and volunteer shall be provided with and asked to review a copy of this Policy and to acknowledge in writing that he or she has done so.
- b. This policy shall be reviewed annually by each member of the Board of Trustees. Any changes to the policy shall be communicated to all staff and volunteers.

Employee Records

NJCTL maintains a confidential personnel file on every employee. It is important that all information in the file is up to date, such as: employee's name, address, telephone number, etc. Please note that Employee Information will not be used as the basis of any employment related decision at NJCTL.

Reference Checks

Employment information about the past or present staff members of NJCTL is confidential and should not be communicated to anyone who does not have a legitimate interest in the information. Therefore, all employment reference inquiries regarding past or present staff members must be directed to the Executive Director. No one other than the Executive Director or his/her assignee is authorized to respond to such requests. In response to a request for

employment information, the information furnished by NJCTL will be limited to the staff member's name, job title, employment dates and confirmation of salary data.

Federal and State Postings

NJCTL is required to comply with various federal and state laws regarding posting requirements for employers.

This [link](#) below will take you to the required postings for NJ laws and regulations.

The inks below will take you to the required posting for federal laws and regulations.

- [The Employee Polygraph Protection Act \(EPPA\)](#)
- [The Equal Employment Opportunity Poster](#)
- [The Fair Labor Standards Act \(FLSA\)](#)
- [The Occupational Safety and Health \(OSH\) Act](#)
- [Uniformed Services Employment and Reemployment Rights Act \(USERRA\)](#)
- [Whistleblower Protections](#)

Appendix A

NJCTL Faculty/Staff Evaluation Form

Employee's Name:

Title:

Evaluator or Designee:

Date:

Please complete this form with a brief response to each question, and submit it to your evaluator, who will contact you to discuss your responses. Your evaluator will then issue a written response.

What were your three major accomplishments last year?

In what three areas would you like to have had better results last year?

What are the three key projects that you are working on now?

What are three key projects you are expecting to work on in the coming year?

Would you like to be considered for any other projects for the coming year? If so, which ones?

Please prioritize new projects NJCTL should consider for the coming year. Would you like to take a role in one or more of those?

Do you have any questions or concerns about your role in NJCTL?

Evaluator Feedback:

This self-evaluation document is part of your annual performance review. Your completed form, and the response from your evaluator, will become part of your NJCTL personnel file.

NJCTL
Employee Acknowledgment

The contents of this Handbook are presented as a matter of information only. The plans, policies, and procedures described are not conditions of employment. NJCTL reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, at any time with or without notice. The language in this booklet is not intended to create, nor is it to be construed to constitute, a contract between NJCTL and any one or all of its employees. That is, employment can be terminated at any time at the will of either NJCTL or the employee.

Employee Acknowledgment

I certify that I have received and read a copy of NJCTL Employee Handbook which includes links to applicable state and federal employer required postings and agree to comply with the policies contained in this Handbook and any revisions to it. I also understand that this Handbook contains the operating procedures for NJCTL and is not intended to be an agreement for employment. I understand that my employment is at-will according to the terms of my contract and not a guarantee of employment. I also understand that the operating procedures contained in this Handbook can be changed at the sole discretion of NJCTL without prior notification.

Employee Print Name

Employee Signature

Date