

# BYLAWS

## RANDOLPH BOARD OF EDUCATION

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Board Member Election and Appointment

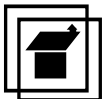
### 0143 BOARD MEMBER ELECTION AND APPOINTMENT

The election and appointment of Board of Education members will be conducted in strict compliance with law.

A vacancy in the membership of a regional Board of Education shall be filled in accordance with N.J.S.A. 18A:13-11. A vacancy shall be filled from the constituent districts represented by the former incumbents in the same manner as vacancies in the membership of Boards of Education of Type II districts having elected Boards of Education are filled.

A vacancy in the membership of a Board of Education shall be filled as follows:

1. By the Executive County Superintendent, if the vacancy is caused by:
  - a. The absence of candidates for election to the school Board; or
  - b. The removal of a member because of lack of qualifications; or
  - c. The failure of the Board to appoint a person to a vacancy within sixty-five days following its occurrence; or
  - d. Two or more candidates qualified by law for membership on the Board receiving an equal number of votes in a special runoff election.
2. By the Executive County Superintendent, to a number sufficient to make up a quorum of the Board if, by reason of vacancies, a quorum is lacking;
3. By special election within sixty days of the annual school election, if:
  - a. Two or more candidates qualified by law for membership on the school Board receive an equal number of votes in the annual school election; or
  - b. The annual election is disqualified due to improper election procedures.
4. By the Commissioner of Education if there is a failure to elect a member at the annual school election due to improper campaign practices; or



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5. By a majority vote of the remaining members of the Board of Education after the vacancy occurs in all other cases.

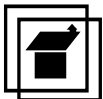
The Board Secretary shall promptly notify the President of a vacancy to be filled by the Board. The President shall inform all other Board members **and the Board should vote to accept the vacancy at the next regularly scheduled meeting or at the meeting where the resignation is announced by the resigning member.**

The Board **Secretary** will give public notice of the vacancy and invite any qualified person to **apply** submit a written request for consideration of his/her candidacy for the vacancy **by a date certain.** The Board ~~may~~ **shall** also require candidates to submit a resume ~~with their written request.~~ **along with a cover letter expressing the person's reasons for seeking the seat. The Board will publicly announce the names of the candidates who applied for the open seat after the filing deadline, but before the meeting where the interviews will occur.**

~~In considering candidates who have expressed an interest in a vacancy, the Board of Education may interview candidates in public or executive session.~~

**The Board or an ad hoc committee thereof will develop the list of potential questions in advance of the interviews as well as the interview format, including but not limited whether opening and closing statements will be permitted, the number of questions posed to each candidate and whether time limits will be imposed. The questions may or may not be shared with the candidates in advance of the interviews, depending upon the will of the Board. The Board Secretary will notify the candidates of the format of the interviews and date, time and location of the interview at least seven (7) calendar days prior to the meeting where the interviews will take place. Candidates will also be provided with this policy or a link to it.**

**The interviews shall be conducted in public session. The candidates shall be asked the same questions. The questions may be decided ahead of time or randomly selected from a list of questions at the meeting itself by the Board Secretary. The order of the candidates shall be determined randomly at the meeting. The candidates who are not being interviewed shall be required to wait in a separate room during the interviews of the other candidates, without access to their phones or other communication equipment, so that they do not hear the questions and answers. The Board may or may not permit the candidates to hear the opening and/or closing statements of the other candidates if such statements are allowed. Once a candidate has been**



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interviewed, he or she will be required to return to the waiting area until all interviews are complete.

~~The Board must vote to appoint a candidate to a vacancy in public session and there shall be no decisions made in executive session.~~ **Once all of the candidates have been interviewed, they will be asked to return to the main meeting room.**

**The Board may then convene into closed session to discuss the qualifications and interviews of each candidate. The motion shall be stated as a motion to convene into executive session “to discuss matters of personal privacy.” A second and affirmative vote of the Board majority is required. The Board must vote to appoint the candidate in public session and there shall be no decisions or straw polls made in executive session.**

**If the Board member whose seat is being filled is still on Board, he/she will not be permitted to participate in Board deliberations and vote and must abstain.**

**Upon returning to public session, the Board President will call for nominations. Each nomination must receive a second in order to be considered for the vote. Once all of the potential candidates have been nominated with a second, the Board President will ask for a motion to close the nominations. This motion must be seconded and discussion will be permitted before the roll call. The discussion at this juncture should not be about the candidates. It should simply relate to the motion to close the nomination.**

~~In the event interviews are conducted in executive session,~~ **The Board Secretary will then call the roll on the nominated candidates. Upon being called in the roll, each Board members, in the public session nomination and voting process, shall state the name of the nominated candidate who he/she wishes to fill the vacant seat to be included in the agenda resolution. The member should then express their his/her opinion in support of their vote so the public can witness any deliberations, policy formulation, and the decision making process of the Board. The resolution will appear on the agenda without any person’s name as follows:**

**Resolved, that [candidate name] be appointed to fill the vacant seat left by [BOE member name] to the Board of Education; and**

**Be it further resolved, that [candidate name] shall serve until the Board’s organization meeting in January 20\_\_; and**



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**Be it finally resolved, that [candidate name] shall be sworn in at the Board meeting on [date].**

~~A roll call vote will be conducted on candidates in the order the candidates were nominated with a second. If there are two or more vacancies, each vacancy will be filled by a separate election process. The first~~ **If a candidate who receives the votes of a majority of the remaining Board members (5 affirmative votes on a 9 member Board regardless of the number of members present) he/she** will be elected to the vacancy. In the event no candidate receives a majority vote of the remaining Board members, another election process shall be conducted between the two candidates **(three if the tie is at second place)** receiving the highest number of votes. **If this still results in no candidate receiving a majority vote of the remaining members of the Board, the Board should ask a randomly selected additional question or two of the candidates in the same order in which the original questioning took place. The same question shall be asked of each candidate. Candidates who are not being interviewed, but are still in the running should be excused from the room during this second round of questions. This process continues until a candidate receives a majority of the remaining Board members. Nothing in this policy shall preclude a Board member from voting for a different candidate during each round of voting.**

**If after successive rounds of voting, the Board is deadlocked and no candidate receives a majority of the remaining Board members, the Board may choose to re-advertise the vacancy and attempt to fill the vacancy at a future meeting.**

N.J.S.A. 18A:12-11; 18A:12-15

**Gannett Satellite v. Manville Bd. of Educ, 201 N.J. Super. 65, 69 (Law. Div. 1984)**

Adopted: 17 July 2012

Revised: 21 April 2015, \_\_\_\_\_



## 1570 INTERNAL CONTROLS

As a condition of receiving State aid, the school district shall establish specific policies and procedures on internal controls designed to provide management with reasonable assurance that the district's goals and objectives will be met and that meet the requirements of N.J.A.C. 6A:23A-6.5 through N.J.A.C. 6A:23A-6.13. Internal controls shall promote operational efficiency and effectiveness, provide reliable financial information, safeguard assets and records, encourage adherence to prescribed policies, and comply with law and regulation.

The specific internal controls contained in N.J.A.C. 6A:23A-6 shall be established together with other internal controls contained in N.J.A.C. 6A and other law and regulations, required by professional standards and as deemed necessary and appropriate by district management. The district may submit a written request to the Commissioner to approve an alternative system, approach, or process for implementing the internal controls required in N.J.A.C. 6A:23A-6. The application must include documented evidence that includes, but is not limited to, an independent, third-party written assessment that the alternative system, approach or process will achieve the same safeguards, efficiency, and other purposes as the specified internal control requirement(s).

The school district shall evaluate business processes annually and allocate available resources appropriately in an effort to establish a strong control environment pursuant to the requirements of N.J.A.C. 6A:23A-6.5. In accordance with the provisions of N.J.A.C. 6A:23A-6.5(b), the School Business Administrator/Board Secretary shall identify processes that, when performed by the same individuals, are a violation of sound segregation of duties and shall segregate the duties of all such processes among Business office staff based on available district resources, assessed vulnerability, and associated cost-benefit. The district shall include in the Comprehensive Annual Financial Report (CAFR) a detailed organizational chart for the Central office that tie to the district's position control logs, including but not limited to, the business, human resources, and information management functions.

The school district shall establish Standard Operating Procedures (SOPs) for each task or function of the business operations of the district by ~~December 31, 2009~~. The SOP Manual shall include sections on each routine task or function as outlined in N.J.A.C. 6A:23A-6.6(b) and 6A:23A-6.6(c). A standard operating procedure shall be established that ensures office supplies are ordered in appropriate quantities, maintained in appropriate storage facilities, and monitored to keep track of inventory.



# POLICY

~~School districts with budgets in excess of \$25,000,000 or with more than three hundred employees~~ **The district** shall maintain an Enterprise Resource Planning (ERP) System which integrates all data and processes of the school district into a unified system. The ERP system shall use multiple components of computer software and hardware and a unified database to store data for the various system modules to achieve the integration. ~~Districts required to maintain an ERP System that do not have an ERP System in place on July 1, 2008 shall fully implement an ERP System by the 2010-2011 school year and maintain both the existing system(s) and run a beta test ERP System during the 2009-2010 school year. Whenever considering financial systems or the automation of other services or functions, the Superintendent of Schools or School Business Administrator/Board Secretary shall notify the Executive County Superintendent in writing to see if opportunities for a shared service system exist.~~ Access controls shall be established for key elements of financial systems to ensure that a single person does not have the ability to make system edits that would violate segregation of duties controls.

The school district shall maintain an accurate, complete, and up-to-date automated position control roster to track the actual number and category of employees and the detailed information for each. ~~Districts are required to maintain a position control roster by December 31, 2009.~~ The position control roster shall share a common database and be integrated with the district's payroll system, agree to the account codes in the budget software, and ensure that the data within the position control roster system includes, at a minimum, the required information as required in N.J.A.C. 6A:23A-6.8(a)3.

N.J.A.C. 6A:23A-6.4; 6A:23A-6.5; 6A:23A-6.6; 6A:23A-6.7; 6A:23A-6.8

Adopted: 17 July 2012

Revised: \_\_\_\_\_



[See POLICY ALERT No. 218]

## 1642 EARNED SICK LEAVE LAW

All persons holding any office, position, or employment in local school districts, regional school districts, or county vocational schools of the State who are steadily employed by the Board of Education or who are protected by tenure in their office, position, or employment under the provisions of N.J.S.A. 18A:30-2 or any other law, except persons in the classified service of the civil service under Title 11, Civil Service, of the Revised Statutes, shall be allowed sick leave with full pay for a minimum of ten school days in any school year in accordance with the provisions of N.J.S.A. 18A:30-2.

However, a Board of Education may determine some persons holding an office, position, or employment are not eligible for sick leave in accordance with N.J.S.A. 18A:30-2. These persons shall be covered under the provisions of the New Jersey Earned Sick Leave Law (Act), N.J.S.A. 34:11D-1 through 34:11D-11. Policy and Regulation 1642 outline the provisions of the Act for those persons the Board of Education determines are not eligible for sick leave in accordance with the provisions of N.J.S.A. 18A:30-2 or any rule or law of New Jersey other than the Act.

For the purposes of Policy and Regulation 1642, “employer” means a local school district, regional school district, county vocational school, or charter school of the State who does not provide sick leave with full pay to an employee pursuant to N.J.S.A. 18A:30-2 or any other law, rule, or regulation of New Jersey and is required to comply with the requirements of the Act.

For the purposes of Policy and Regulation 1642, “employee” means an individual engaged in service for compensation to a local school district, regional school district, county vocational school, or charter school of the State who is not provided sick leave with full pay pursuant to N.J.S.A. 18A:30-2 or any other law, rule, or regulation of New Jersey and is eligible to accrue earned sick leave in accordance with the requirements of the Act.

In accordance with the provisions of N.J.S.A. 34:11D-2, for every thirty hours worked, an employee eligible to accrue earned sick leave under the Act shall accrue one hour of earned sick leave commencing no later than October 29, 2018.

The employer will not provide an employee with the full complement of earned sick leave for a benefit year as permitted under N.J.S.A. 34:11D-2 on the first day of each benefit year in accordance with the provisions of N.J.S.A. 34:11D-2.a.



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The employer will not permit the employee to accrue or use in any benefit year, or carry forward from one benefit year to the next, more than forty hours of earned sick leave.

Unless the employee has accrued earned sick leave prior to October 29, 2018, the earned sick leave shall begin to accrue on October 29, 2018 for any employee who is hired and commences employment before October 29, 2018 and the employee shall be eligible to use the earned sick leave beginning February 26, 2019 after the employee commences employment.

If the employee's employment commences after October 29, 2018, the earned sick leave shall begin to accrue upon the date that employment commences. The employee shall be eligible to use the earned sick leave beginning on the 120<sup>th</sup> calendar day after the employee commences employment. The employee may subsequently use earned sick leave as soon as it is accrued.

The employer shall be in compliance with N.J.S.A. 34:11D-2 if the employer offers paid time off to an employee, which is fully paid and shall include, but is not limited to personal days, vacation days, and sick days, and may be used for the purposes of N.J.S.A. 34:11D-3 in the manner provided by the Act, and is accrued at a rate equal to or greater than the rate described in N.J.S.A. 34:11D-2.

The employer shall pay the employee for earned sick leave at the same rate of pay with the same benefits that the employee normally earns, except that the pay rate shall not be less than the minimum wage required for the employee pursuant to N.J.S.A. 34:11-56a4.

The employer shall permit an employee to use the earned sick leave accrued pursuant to the Act for any of the reasons outlined in N.J.S.A. 34:11D-3.a.

No employer shall take retaliatory personnel action or discriminate against an employee who accrues sick leave under the Act because the employee requests or uses earned sick leave either in accordance with the Act or the employer's own earned sick leave policy for employees covered under the Act. Any complaints alleging a violation of the Act shall be filed in accordance with the provisions of N.J.S.A. 34:11D-4.

In accordance with N.J.S.A. 34:11D-5, failure of the employer to comply with the provisions of the Act shall be regarded as a failure to meet the wage payment requirements of the "New Jersey State Wage and Hour Law."





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The employer shall retain records documenting hours worked and earned sick leave taken by employees covered under the Act in accordance with the provisions of N.J.S.A. 34:11D-6.

The employer shall provide notification, in a form issued by the Commissioner of Labor and Workforce Development, to employees of their rights under the Act; post the notification; and provide a copy of the notification to employees eligible to accrue earned sick leave under the Act in accordance with the provisions of N.J.S.A. 34:11D-7.

N.J.S.A. 34:11D-1 through 34:11D-11

Adopted:



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[See POLICY ALERT No. 218]

## R 1642 EARNED SICK LEAVE LAW

### A. Definitions Relative to Policy and Regulation 1642 and the New Jersey Earned Sick Leave Law (Act)

“Act” means the New Jersey Earned Sick Leave Law – N.J.S.A. 34:11D-1 through 34:11D-11.

“Benefit year” means the period of twelve consecutive months, July 1 through June 30, as established by an employer in which an employee shall accrue and use earned sick leave as provided pursuant to N.J.S.A. 34:11D-2, provided that once the starting date of the benefit year is established by the employer it shall not be changed unless the employer notifies the Commissioner of Labor and Workforce Development of the change in accordance with regulations promulgated pursuant to the Act. The Commissioner shall impose a benefit year on any employer the Commissioner determines is changing the benefit year at times or in ways that prevent the accrual or use of earned sick leave by an employee.

“Certified Domestic Violence Specialist” means a person who has fulfilled the requirements of certification as a Domestic Violence Specialist established by the New Jersey Association of Domestic Violence Professionals.

“Child” means a biological, adopted, or foster child, stepchild or legal ward of an employee, child of a domestic partner or civil union partner of the employee.

“Civil union” means a civil union as defined in N.J.S.A. 37:1-29.

“Commissioner” means the Commissioner of Labor and Workforce Development.

“Department” means the Department of Labor and Workforce Development.

“Designated domestic violence agency” means a county-wide organization with a primary purpose to provide services to victims of domestic violence, and which provides services that conform to the core domestic violence services profile as defined by the Division of Child Protection and Permanency in the Department of Children and Families and is under contract with the division for the express purpose of providing the services.



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“Domestic or sexual violence” means stalking, any sexually violent offense, as defined in N.J.S.A. 30:4-27.26, or domestic violence as defined in N.J.S.A. 2C:25-19, and N.J.S.A. 17:29B-16.

“Domestic partner” means a domestic partner as defined in N.J.S.A. 26:8A-3.

“Employee” means, for the purposes of Policy and Regulation 1642, an individual engaged in service for compensation to a local school district, regional school district, county vocational school, or charter school of the State who is not provided with sick leave with full pay pursuant to N.J.S.A. 18A:30-2 or any other law, rule, or regulation of New Jersey and is eligible to accrue earned sick leave in accordance with the requirements of the Act.

“Employer” means, for the purposes of Policy and Regulation 1642, a local school district, regional school district, county vocational school, or charter school of the State who does not provide sick leave with full pay to an employee pursuant to N.J.S.A. 18A:30-2 or any other law, rule, or regulation of New Jersey and is required to comply with the requirements of the Act.

“Family member” means a child, grandchild, sibling, spouse, domestic partner, civil union partner, parent, or grandparent of an employee, or a spouse, domestic partner, or civil union partner of a parent or grandparent of an employee, or a sibling of a spouse, domestic partner, or civil union partner of the employee, or any other individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship.

“Health care professional” means any person licensed under Federal, State, or local law, or the laws of a foreign nation, to provide health care services, or any other person who has been authorized to provide health care by a licensed health care professional, including but not limited to doctors, nurses, and emergency room personnel.

“Parent” means a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or of the employee’s spouse, domestic partner, or civil union partner, or a person who stood in loco parentis of the employee or the employee’s spouse, domestic partner, or civil union partner when the employee, spouse or partner was a minor child.

“Retaliatory personnel action” means denial of any right guaranteed under the Act and any threat, discharge, including a constructive discharge, suspension, demotion, unfavorable reassignment, refusal to promote, disciplinary action, sanction, reduction of work hours, reporting or threatening to report the actual or



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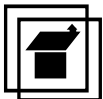
suspected immigrant status of an employee or the employee's family, or any other adverse action against an employee.

“Sibling” means a biological, foster, or adopted sibling of an employee.

“Spouse” means a husband or wife.

## B. Provision of Earned Sick Leave – N.J.S.A. 34:11D-2

1. The employer shall provide earned sick leave in accordance with the Act for each employee working for the employer.
2. For every thirty hours worked, the employee shall accrue one hour of earned sick leave. The employer will not provide an employee their full complement of earned sick leave for a benefit year as permitted under N.J.S.A. 34:11D-2 on the first day of each benefit year in accordance with the Act.
3. The employer will not permit the employee to accrue or use in any benefit year, or carry forward from one benefit year to the next, more than forty hours of earned sick leave.
  - a. Unless the employee has accrued earned sick leave prior to October 29, 2018, the earned sick leave shall begin to accrue on October 29, 2018 for any employee who is hired and commences employment before October 29, 2018 and the employee shall be eligible to use the earned sick leave beginning on February 26, 2019 after the employee commences employment.
  - b. If the employee's employment commences after October 29, 2018, the earned sick leave shall begin to accrue upon the date that employment commences. The employee shall be eligible to use the earned sick leave beginning on the 120<sup>th</sup> calendar day after the employee commences employment.
4. The employer shall be in compliance with N.J.S.A. 34:11D-2 if the employer offers paid time off to an employee, which is fully paid and shall include, but is not limited to personal days, vacation days, and sick days, and may be used for the purposes of N.J.S.A. 34:11D-3 in the manner



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provided by the Act, and is accrued at a rate equal to or greater than the rate described in N.J.S.A. 34:11D-2.

5. The employer shall pay the employee for earned sick leave at the same rate of pay with the same benefits as the employee normally earns, except that the pay rate shall not be less than the minimum wage required for the employee pursuant to N.J.S.A. 34:11-56a4.
  6. Upon the mutual consent of the employee and employer, an employee may voluntarily choose to work additional hours or shifts during the same or following pay period, in lieu of hours or shifts missed, but shall not be required to work additional hours or shifts or use accrued earned sick leave. The employer may not require, as a condition of an employee using earned sick leave, that the employee search for or find a replacement worker to cover the hours during which the employee is using earned sick leave.
  7. If an employee is transferred to a separate division, entity, or location, but remains employed by the same employer, then the employee shall be entitled to all earned sick leave accrued at the prior division, entity, or location, and shall be entitled to use the accrued earned sick leave as provided in the Act.
  8. If an employee is terminated, laid off, furloughed, or otherwise separated from employment with the employer, any unused accrued earned sick leave shall be reinstated upon the re-hiring or reinstatement of the employee to that employment, within six months of termination, being laid off or furloughed, or separation, and prior employment with the employer shall be counted towards meeting the eligibility requirements set forth in N.J.S.A. 34:11D-2.
  9. The employer may choose the increments in which its employees may use earned sick leave, provided that the largest increment of earned sick leave an employee may be required to use for each shift for which earned sick leave is used shall be the number of hours the employee was scheduled to work during that shift.
- C. Permitted Usage of Earned Sick Leave – N.J.S.A. 34:11D-3
1. The employer shall permit an employee to use the earned sick leave accrued pursuant to the Act for any of the following:

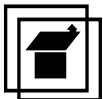


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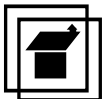
- a. Time needed for diagnosis, care, or treatment of, or recovery from, an employee's mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee;
  - b. Time needed for the employee to aid or care for a family member of an employee during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member;
  - c. Absence necessary due to circumstances resulting from the employee, or a family member of an employee, being a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member: medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence; services from a designated domestic violence agency or other victim services organization; psychological or other counseling; relocation; or legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence;
  - d. Time during which the employee is not able to work because of a closure of the employee's workplace, or the school or place of care of a child of an employee, by order of a public official due to an epidemic or other public health emergency, or because of the issuance by a public health authority of a determination that the presence in the community of the employee, or a member of the employee's family in need of care by the employee, would jeopardize the health of others; or
  - e. Time needed by the employee in connection with a child of the employee to attend a school-related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.
2. If an employee's need to use earned sick leave is foreseeable, the employer will require advance notice, not to exceed seven calendar days prior to the



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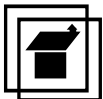
date the leave is to begin, of the intention to use the leave and its expected duration, and shall make a reasonable effort to schedule the use of earned sick leave in a manner that does not unduly disrupt the operations of the employer. If the reason for the leave is not foreseeable, the employer will require an employee to give notice of the intention as soon as practicable, if the employer has notified the employee of this requirement.

- a. The employer may prohibit employees from using foreseeable earned sick leave on certain dates provided reasonable notice of these dates is provided to employees and the employer will require reasonable documentation if sick leave that is not foreseeable is used during those dates.
- b. For earned sick leave of three or more consecutive days, the employer will require reasonable documentation that the leave is being taken for the purpose permitted under N.J.S.A. 34:11D-3.a. and C.1. above.
- c. If the leave is permitted under N.J.S.A. 34:11D-3.a.(1) and C.1.a. above or N.J.S.A. 34:11D-3.a.(2) and C.1.b. above, documentation signed by a health care professional who is treating the employee or the family member of the employee indicating the need for the leave and, if possible, number of days of leave, shall be considered reasonable documentation.
- d. If the leave is permitted under N.J.S.A. 34:11D-3.a.(3) and C.1.c. above because of domestic or sexual violence, any of the following shall be considered reasonable documentation of the domestic or sexual violence: medical documentation; a law enforcement agency record or report; a court order; documentation that the perpetrator of the domestic or sexual violence has been convicted of a domestic or sexual violence offense; certification from a certified Domestic Violence Specialist or a representative of a designated domestic violence agency or other victim services organization; or other documentation or certification provided by a social worker, counselor, member of the clergy, shelter worker, health care professional, attorney, or other professional who has assisted the employee or family member in dealing with the domestic or sexual violence.



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- e. If the leave is permitted under N.J.S.A. 34:11D-3.a.(4) and C.1.d. above, a copy of the order of the public official or the determination by the health authority shall be considered reasonable documentation.
  - f. If the leave is permitted under N.J.S.A. 34:11D-3.a.(5) and C.1.e. above, tangible proof of the reasons outlined in N.J.S.A. 34:11D-3.a.(5) and C.1.e. above shall be considered reasonable documentation.
3. Nothing in the Act shall be deemed to require the employer to provide earned sick leave for an employee's leave for purposes other than those identified in N.J.S.A. 34:11D-3, or prohibit the employer from taking disciplinary action against an employee who uses earned sick leave for purposes other than those identified in N.J.S.A. 34:11D-3.
  4. The employer will provide an offer to an employee for payment of unused earned sick leave in the final month of the employer's benefit year. The employee shall choose, no later than ten calendar days from the date of the employer's offer, whether to accept a payment or decline a payment. If the employee does not accept the employer's offer within ten calendar days from the date of the employer's offer, the employee is deemed to have declined the employer's offer.
    - a. If the employee agrees to receive a payment, the employee shall choose a payment for the full amount of unused earned sick leave or for fifty percent of the amount of unused earned sick leave. The payment amount shall be based on the same rate of pay that the employee earns at the time of the payment.
    - b. If the employee declines a payment for unused earned sick leave, or agrees to a payment for fifty percent of the amount of unused sick leave, the employee shall be entitled to carry forward any unused or unpaid earned sick leave to the proceeding benefit year as provided pursuant to N.J.S.A. 34:11D-2.a. and B.1., B.2., and B.3. above.
    - c. If the employee agrees to a payment for the full amount of unused earned sick leave, the employee shall not be entitled to carry forward any earned sick leave to the proceeding benefit year pursuant to N.J.S.A. 34:11D-2.a. and B.1, B.2., and B.3. above.]





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5. Unless the employer's policy or a collective bargaining agreement provides for the payment of accrued earned sick leave upon termination, resignation, retirement, or other separation from employment, an employee shall not be entitled under N.J.S.A. 34:11D-3 to payment of unused earned sick leave upon the separation from employment.
  6. Any information the employer possesses regarding the health of an employee or any family member of the employee or domestic or sexual violence affecting an employee or employee's family member shall be treated as confidential and not disclosed except to the affected employee or with the written permission of the affected employee.
- D. Retaliation, Discrimination Prohibited – N.J.S.A. 34:11D-4
1. No employer shall take retaliatory personnel action or discriminate against an employee who accrues sick leave under the Act because the employee requests or uses earned sick leave either in accordance with the Act or the employer's own earned sick leave policy for employees covered under the Act. Any complaints alleging a violation of the Act shall be filed in accordance with the provisions of N.J.S.A. 34:11D-4.
    - a. The employer shall not count earned sick leave taken under the Act as an absence that may result in the employee being subject to discipline, discharge, demotion, suspension, a loss or reduction of pay, or any other adverse action.
  2. There shall be a rebuttable presumption of an unlawful retaliatory personnel action under N.J.S.A. 34:11D-4 whenever the employer takes adverse action against an employee within ninety days of when that employee:
    - a. Files a complaint with the Department or a court alleging a violation of any provision of N.J.S.A. 34:11D-4;
    - b. Informs any person about the employer's alleged violation of N.J.S.A. 34:11D-4;
    - c. Cooperates with the Department or other persons in the investigation or prosecution of any alleged violation of N.J.S.A. 34:11D-4;



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- d. Opposes any policy, practice, or act that is unlawful under N.J.S.A. 34:11D-4; or
  - e. Informs any person of his or her rights under N.J.S.A. 34:11D-4.
3. Protections of N.J.S.A. 34:11D-4 shall apply to any person who mistakenly but in good faith alleges violations of the Act.
  4. Any violator of the provisions of N.J.S.A. 34:11D-4 shall be subject to relevant penalties and remedies provided by the “New Jersey State Wage and Hour Law,” N.J.S.A. 34:11-56a et seq., including the penalties and remedies provided by N.J.S.A. 34:11-56a24, and relevant penalties and remedies provided by N.J.S.A. 2C:40A-2, for discharge or other discrimination.
- E. Violations; Remedies, Penalties, Other Measures – N.J.S.A. 34:11D-5
1. Any failure of the employer to make available or pay earned sick leave as required by the Act, or any other violation of the Act, shall be regarded as a failure to meet the wage payment requirements of the “New Jersey State Wage and Hour Law,” N.J.S.A. 34:11-56a et seq., or other violation of the New Jersey State Wage and Hour Law, as the case may be, and remedies, penalties, and other measures provided by the New Jersey State Wage and Hour Law, N.J.S.A. 34:11-58, and N.J.S.A. 2C:40A-2 for failure to pay wages or other violations of the New Jersey State Wage and Hour Law shall be applicable, including, but not limited to, penalties provided pursuant to N.J.S.A. 34:11-56a22 and 34:11-56a24, and civil actions by employees pursuant to N.J.S.A. 34:11-56a25, except that an award to an employee in a civil act shall include, in addition to the amount provided pursuant to N.J.S.A. 34:11-56a25, any actual damages suffered by the employee as the result of the violation plus an equal amount of liquidated damages.
- F. Retention of Records, Access – N.J.S.A. 34:11D-6
1. The employer shall retain records documenting hours worked by employees and earned sick leave accrued/advanced, used, paid, and paid out and carried over by/to employees, for a period of five years, and shall, upon demand, allow the Department access to those records to monitor compliance with the requirements of the Act.

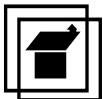


# REGULATION

# RANDOLPH BOARD OF EDUCATION

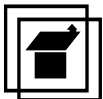
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- a. If an employee makes a claim the employer has failed to provide earned sick leave required by the Act and the employer has not maintained or retained adequate records documenting hours worked by the employee and earned sick leave taken by the employee or does not allow the Department access to the records, it shall be presumed the employer has failed to provide the earned sick leave, absent clear and convincing evidence otherwise.
2. In addition, the penalties provided by the “New Jersey State Wage and Hour Law,” N.J.S.A. 34:11-56a et seq. for violations of the requirements of the New Jersey State Wage and Hour Law regarding the maintaining and disclosure of records shall apply to violations of the requirements of N.J.S.A. 34:11D-6.
- G. Notification to Employees – N.J.S.A. 34:11D-7
1. The employer shall provide notification, in a form issued by the Commissioner, to employees of their rights under the Act, including the amount of earned sick leave to which they are entitled and the terms of its use and remedies provided by the Act to employees if the employer fails to provide the required benefits or retaliates against employees exercising their rights under the Act.
    - a. The employer shall conspicuously post the notification in a place or places accessible to all employees in each of the employer’s workplaces.
    - b. The employer shall also provide each employee with a written copy of the notification: not later than thirty days after the form of the notification is issued; at the time of the employee’s hiring, if the employee is hired after the issuance; and at any time, when first requested by the employee.
    - c. The Commissioner shall make the notifications available in English, Spanish, and any other language that the Commissioner determines is the first language of a significant number of workers in the State and the employer shall use the notification in English, Spanish, or any other language for which the Commissioner has provided notifications and which is the first language of a majority of the employer’s workforce.



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- H. Provisions Preemptive; Construction of Act – N.J.S.A. 34:11D-8
1. No provision of the Act, or any regulations promulgated to implement or enforce the Act, shall be construed as:
    - a. Requiring the employer to reduce, or justifying the employer in reducing, rights or benefits provided by the employer pursuant to the employer's policy or a collective bargaining agreement which are more favorable to employees than those required by the Act or which provide rights or benefits to employees not covered by the Act;
    - b. Preventing or prohibiting the employer from agreeing, through a collective bargaining agreement or employer policy, to provide rights or benefits which are more favorable to employees than those required by the Act or to provide rights or benefits to employees not covered by the Act;
    - c. Prohibiting the employer from establishing a policy whereby an employee may donate unused accrued earned sick leave to another employee or other employees; or
    - d. Superseding any law providing collective bargaining rights for employees, or in any way reducing, diminishing, or adversely affecting those collective bargaining rights, or in any way reducing, diminishing, or affecting the obligations of the employer under those laws.
  2. Employees or employee representatives may waive the rights or benefits provided under the Act during the negotiation of a collective bargaining agreement.
  3. With respect to employees covered by a collective bargaining agreement in effect on October 29, 2018, no provision of the Act shall apply until the stated expiration of the collective bargaining agreement.
- I. Severability – N.J.S.A. 34:11D-9
1. The provisions of the Act shall be deemed to be severable and if any section, subsection, paragraph, sentence or other part of the Act is declared to be unconstitutional, or the applicability thereof to any person is held invalid,



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the remainder of the Act shall not thereby be deemed to be unconstitutional or invalid.

Adopted:



TEACHING STAFF MEMBERS  
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Teaching Staff Member/School District  
Reporting Responsibilities

[See POLICY ALERT Nos. 186, 209 and 218]

### 3159 TEACHING STAFF MEMBER/SCHOOL DISTRICT REPORTING RESPONSIBILITIES

**The Board of Education and all certificate holders shall adhere to the reporting requirements outlined in N.J.A.C. 6A:9B-4.3 and N.J.S.A. 18A:16-1.3.** ~~their arrest or indictment for any crime or offense to the Superintendent of Schools within fourteen calendar days of the arrest or indictment in accordance with the provisions of N.J.A.C. 6A:9B-4.3.~~ For the purposes of this Policy, “certificate holders” shall include all individuals who hold certificates, credentials, certificates of eligibility (CEs), and certificates of eligibility with advance standing (CEASs) issued by the **New Jersey State Board of Examiners**. For purposes of this Policy, the term “certificate” shall include all standard, emergency and provisional certificates, all credentials, and all CEAs and CEASs issued by the **New Jersey State Board of Examiners**.

**All certificate holders shall report an arrest or indictment for any crime or offense to the Superintendent within fourteen calendar days of their arrest or indictment in accordance with the provisions of N.J.A.C. 6A:9B-4.3.** The report submitted to the Superintendent shall include the date of arrest or indictment and charge(s) lodged against the certificate holder. Such certificate holders shall also report to the Superintendent the disposition of any charge within seven calendar days of the disposition. Failure to comply with these reporting requirements may be deemed “just cause” for revocation or suspension of certification pursuant to N.J.A.C. 6A:9B-4.4. The school district shall make these reporting requirements known to all new employees upon initial employment and to all employees on an annual basis.

The Superintendent of Schools shall notify the New Jersey State Board of Examiners when:

1. Tenured teaching staff members who are accused of criminal offenses or unbecoming conduct resign or retire from their positions;
2. Nontenured teaching staff members, including substitute teachers, who are accused of criminal offenses or unbecoming conduct resign, retire, or are removed from their positions;
3. A certificate holder fails to maintain any license, certificate, or authorization that is mandated pursuant to N.J.A.C. 6A:9B for the holder to serve in a position;



### TEACHING STAFF MEMBERS

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#### Teaching Staff Member/School District Reporting Responsibilities

4. The Superintendent of Schools becomes aware that a certificate holder has been convicted of a crime or criminal offense while in the district's employ;  
or
5. The Superintendent has received a report from the Department of Children and Families substantiating allegations of abuse or neglect, or establishing "concerns" regarding a certificated teaching staff member.

**The school district shall cooperate with the New Jersey State Board of Examiners in any proceeding arising from an order to show cause issued by the New Jersey State Board of Examiners and based on information about the certificate holder that the school district provided.** ~~In the event the New Jersey State Board of Examiners issues an order to show cause based on the information that the school district provided about the certificate holder, it shall be the responsibility of the school district to cooperate with the Board of Examiners in any proceeding arising from the order to show cause.~~

The Superintendent of Schools shall also notify the New Jersey State Board of Examiners, in accordance with the provisions of N.J.S.A. 18A:16-1.3, whenever a nontenured, certificated employee is dismissed prior to the end of the school year for just cause as a result of misconduct in office. This notification requirement shall not apply in instances where the employee's contract is not renewed. The Superintendent of Schools will comply with the additional notice requirements to the New Jersey State Board of Examiners in the event it is subsequently determined by a disciplinary grievance arbitration, a court, or an administrative tribunal of competent jurisdiction that the basis for the dismissal did not constitute misconduct in office. In addition, whenever the Superintendent of Schools notifies the New Jersey State Board of Examiners of an employee's dismissal for reasons of misconduct in accordance with the provisions of N.J.S.A. 18A:16-1.3, the employee shall receive a simultaneous copy of the notifying correspondence.

**In the event the Board of Education determines, pursuant to a tenure charge finding under N.J.S.A. 18A:6-10 or a disorderly person conviction under N.J.S.A. 9:6-8.14, that a teaching staff member has failed to report an allegation of child abuse in accordance with State law or regulations, the Board shall submit a report to the New Jersey State Board of Examiners that outlines its findings. The New Jersey State Board of Examiners shall review the certification of the teaching staff member to determine if the teaching staff member's failure to report warrants the revocation or suspension of his/her certificate. In accordance with N.J.S.A. 9:6-8.14, any person failing to report an act of child abuse, having reasonable cause to believe that an act of child abuse has been committed, may be deemed a disorderly person.**



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## RANDOLPH BOARD OF EDUCATION

TEACHING STAFF MEMBERS  
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Teaching Staff Member/School District  
Reporting Responsibilities

N.J.S.A. **9:6-8.14**; **18A:6-10**; **18A:6-38.5**; 18A:16-1.3  
N.J.A.C. 6A:9B-4.3; 6A:9B-4.4

Adopted: 17 July 2012  
Revised: 13 September 2016, \_\_\_\_\_





## 6630 ATHLETIC FUND

The Board of Education directs the establishment of an athletic fund for the financial administration of the interscholastic athletic program. Moneys may be collected from and disbursed for only the interscholastic athletic program duly approved by the Board of Education.

The Board may facilitate the interscholastic athletic program by providing sufficient funds to overcome any deficit existing in the athletic fund at the conclusion of the school year.

The ~~High School Principal~~ **Athletic Director or designee** shall be responsible for the administration of the athletic fund. The fund will be audited annually and will be administered under appropriate accounting controls. The books of account will include income and expenses separately for each approved athletic program.

All gate receipts **and other deposits** must be turned in to the ~~Principal~~ **Athletic Director or designee** within ~~twenty-four (24)~~ **forty-eight (48)** hours of collection **or a reasonable time thereafter.** ~~and must be deposited by the next business day after they are received.~~

All payments for supplies, equipment, and services for the interscholastic athletic program will be made in accordance with established purchasing procedures of the district including fees for referees, ticket takers, and security personnel. Purchase orders for goods and services purchased through the athletic fund will be ~~approved by the Principal or designee~~ **administered through the district's regular accounting system whenever possible.** Disbursements from the athletic fund will be made **in accordance with policy 6660 Student Activity Fund.** ~~by check and approved by the Principal or designee.~~

Payment to the district employees will be made by payroll check upon receipt of a signed voucher with all appropriate documentation. Non-district employees will be paid through the athletic fund by check upon receipt of a signed voucher with all appropriate documentation. The athletic fund will issue annual IRS statements in accordance with IRS regulations.

**The athletic funds shall be maintained in an interest-bearing bank account separate from all other Board of Education funds. The interest earned shall be utilized to pay any expenses associated with maintaining the bank accounts, accounting, and maintenance.**

**Requests to utilize funds from the athletic fund shall be made on a purchase requisition form, and approved by the Athletic Director and either the School**



# POLICY

## RANDOLPH BOARD OF EDUCATION

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Athletic Fund

**Business Administrator/Board Secretary or Assistant School Business Administrator/Assistant Board Secretary. Disbursements for approved purchases shall only be made upon the approval of the Athletic Director and either School Business Administrator/Board Secretary or Assistant School Business Administrator/Assistant Board Secretary upon a showing of a claim, bill, invoice, or written order. All disbursements from the athletic fund shall be recorded chronologically by school and individual athletic activity showing date, vendor, check number, purpose, and amount. All disbursements shall be made by check requiring at least two signatures as authorized and approved by Board of Education resolution.**

**The athletic fund shall be reconciled with the athletic fund bank account on a monthly basis by the School Business Administrator/Board Secretary, the Assistant Business Administrator/Board Secretary or their designee. The bank account reconciliation shall be completed in accordance with the procedures and requirements established by the School Business Administrator/Board Secretary. Copies of canceled checks, bank statements, and bank account reconciliations shall be retained for examination by the licensed public school accountant as part of the annual audit required under N.J.S.A. 18A:23-1 et seq. and stated in N.J.A.C. 6A:23A-16.2(i).**

**Borrowing funds from the athletic fund is prohibited. The Board of Education shall not be responsible for the protection of and the accounting for funds collected by any teacher or pupil for an outside school organization in accordance with Policy 5830. In addition, the Board of Education shall not approve such funds for deposit in the athletic fund.**

**Any funds accumulated in the athletic fund allocated for a specific sport or activity that are unexpended or unallocated for use after the sport or activity is no longer active shall be distributed in the same manner as interest earned on the bank account is disbursed.**

N.J.S.A. 18A:19-14; 18A:23-2

Adopted: 17 July 2012

Revised: \_\_\_\_\_



## 6500 TECHNOLOGY PURCHASING

### A. Technology Purchasing

Requisitions for technology hardware, **software and online services** (e.g., PC's, laptops, LCD projectors, printers, SMARTboards, **network attached equipment, internet required online services**) as funded by school-based accounts and gifts from community organizations will be prepared by ~~building administration~~ **the technology department through approved vendors** using "~~Randolph Technology Department Quarterly Hardware List~~".

### B. Purchasing Procedure

1. ~~The building administrator selects the product from the "Randolph Technology Department Quarterly Hardware List" and calls the State Contract vendor for pricing.~~ **Budget Managers work with the technology department to generate a proposal for hardware, software or online services they are looking to procure. In general, large technology upgrades should be identified as part of the budget formation process. Large purchases identified outside that process require the approval of the Superintendent, School Business Administrator, or other Central Office staff as appropriate.**
2. ~~Technology requisitions for hardware will be prepared by building administrator~~ **the technology department** via the ~~Systems 3000 protocol~~ **district fund accounting package in accordance with the purchasing department policies and procedures.**
3. Building Administrator will submit requisition via e-mail to ~~the Network Administrator and the~~ **technology department support system and** technology department will enter the order into ~~System 3000-district fund accounting package.~~
4. Level I approval will be completed by the ~~Network Administrator~~ **Director of Technology.**
5. Level II approval will be completed by the Superintendent ~~designee.~~
6. Level III approval will be completed by the **Purchasing Supervisor or Assistant School Business Administrator.** ~~Business Administrator.~~



# REGULATION

## RANDOLPH BOARD OF EDUCATION

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Technology Purchasing

7. **Level IV approval will be completed by the School Business Administrator.**
  - 7.8. If technology or the funds to purchase technology were received as a gift, then the Board must formally accept the gift **in accordance with Policy 7230.**
- C. The ~~Network Administrator~~ **Director of Technology** will be responsible for the following:
1. Determining the shipment of individual technology purchases.
  2. Inventorying items, by school, once they have been received in district.
  3. Establishing a schedule to set-up new technology in the appropriate location with technicians and district maintenance.
  4. ~~Update the "Randolph Technology Department Quarterly Hardware List" to reflect current state contract fees.~~

*Issued: 19 June 2007*

Adopted: 15 January 2013

Revised: 18 October 2016; \_\_\_\_\_



## 7230 GIFTS, GRANTS AND DONATIONS

The Board of Education accepts its responsibility to provide from public funds sufficient supplies and equipment for an effective instructional program. The Board recognizes, however, that from time to time individuals or organizations in the community may wish to contribute additional supplies or equipment to enhance or extend the instructional program.

The Board may accept by resolution duly passed at a public meeting any gift or grant of land, with or without improvement, and of money or other personal property, except that the Superintendent may accept on behalf of the Board any such gift less than \$2,500 in value. Grants of land are subject to the appropriate legal limitations and approvals. **Donors who fund more than 50% of the cost of a capital project may be granted naming rights with the approval of the Board of Education. The Board of Education may suspend this provision with a majority vote in special circumstances. The award of naming rights shall be gratuitous and may not be offered as consideration for a donation.**

The Board and / or the Superintendent reserves the right to refuse to accept any gift that does not contribute toward the achievement of the goals of this district or any gift the ownership of which would tend to deplete the resources of the district. The Board shall not provide public moneys for the purchase of any school property on a matching fund basis.

Any gift accepted by the Board shall become the property of the Board, may not be returned without the approval of the Board, and shall be subject to the same controls and regulations as are other properties of the Board. The Board shall be responsible for the maintenance of any gift it accepts, subject to any joint agreement with another governmental body.

The Board will respect the intent of the donor in its use of a gift, but reserves the right to utilize any gift it accepts in the best interests of the pupils and the educational program of the district. In no case shall acceptance of a gift be considered to be an endorsement by the Board of a commercial product or business enterprise or institution of learning.

The Superintendent shall:

1. Counsel potential donors on the appropriateness of contemplated gifts and encourage such donors to choose as gifts supplies or equipment not likely to be purchased with public funds;



# POLICY

## RANDOLPH BOARD OF EDUCATION

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Gifts, Grants and Donations

2. Encourage individuals and organizations considering a contribution to the schools to consult with the Principal or Superintendent before appropriating funds to that end;
3. Report to the Board all gifts that have been accepted on behalf of the Board;
4. Acknowledge the receipt of any gift accepted by the Board; and
5. Prepare fitting means for recognizing or memorializing gifts to the school district.
6. ~~Donors who fund more than 50% of the cost of a capital project may be granted naming rights with the approval of the Board of Education.~~

**Any time a gift, grant, or donation is received, the recipient individual or department is to complete district paperwork indicating the donor, amount of funds provided, intended purpose, timeline for use of the funds, and accounting information. Both the Superintendent and School Business Administrator/Board Secretary shall affirmatively approve all gifts, grants, and donations exceeding one hundred dollars.**

N.J.S.A. 18A:20-4; 18A:20-11 et seq.

Adopted: 17 July 2012  
Revised: 21 October 2014; \_\_\_\_\_

