

The Randolph Township Board of Education held a Work Session meeting on Tuesday, December 14, 2010 at 6:45 p.m. in the Randolph High School Library, Millbrook Avenue, Randolph, New Jersey.

Board Vice President, Mr. Ethan Blynn, called the meeting to order and read the following statement:

The New Jersey Open Public Meetings Law was enacted to insure the right of the public to have advance notice of and to attend the meetings of public bodies at which any business affecting their interests is discussed or acted upon. In accordance with the provisions of this Act, the Randolph Township Board of Education has caused notice of this meeting to be published by having the date, time and place thereof posted in The Daily Record. It is also posted in all district schools as well as the Randolph Township Municipal Building.

### **Roll Call**

The following Board members were present: Ms. Barbara Levinson, Ms. Tammy MacKay, Ms. Maria Martorana, Mr. Al Matos, Mr. Harry Ruiz, Ms. Jeanne Stifelman and Mr. Ethan Blynn.

Board member Ms. Christine Carey and Ms. Amy Sachs were absent.

The following administrators were present: Mr. Owen Snyder, Superintendent, Dr. David Browne, Assistant Superintendent, Mr. Michael Neves, Business Administrator / Board Secretary.

### **Closed Session – 6:45 p.m.**

Board member Ms. Maria Martorana made a motion seconded by Mr. Harry Ruiz and carried unanimously by roll call vote to adopt the following with an exception:

Board member Ms. Christine Carey and Ms. Amy Sachs were absent.

**BE IT RESOLVED**, in accordance with N.J.S.A. 10:4-12 and 10:4-13 that the Board of Education of the Township of Randolph will hold a closed session regarding Personnel, Litigation and Negotiations. It is not yet possible to determine when the matters discussed in Closed Session will be made public.

Board member Ms. Barbara Levinson left at 6:50 p.m.

Board member Ms. Christine Carey arrived at 6:55 p.m.

Board President Ms. Amy Sachs arrived at 7:00 p.m.

Board member Ms. Barbara Levinson arrived at 7:15 p.m.

The board returned to open session at 8:00 p.m.

## **Pledge of Allegiance**

## **Review of Board Minutes**

## **Public Discussion**

Randolph resident commented positively on a recent music program.

Member of RAM RAC commented on policy 3125 - Employment of Teaching Staff Members being presented for second reading.

Another member of the public also commented on policy 3125 - Employment of Teaching Staff Members being presented for second reading.

## **Superintendent's Report**

- Science Supervisor presented recent successes of grant applications on behalf of the district.
- Ms. Lisa Gross commented on a recent optimum light path grant award.
- Mr. Alfred Matos commented to the board on the recent award of a PSE&G Grant.
- The Superintendent made a presentation of the revised observation instrument.

## **Committee Reports**

Finance, Facilities and Transportation:

Mr. Bud Jones of Nisivoccia & Company, LLC presented the annual audit.

Education:

Proposed curricular changes were discussed.

Policy

## **Liaison Reports**

PEC update from board member Mr. Harry Ruiz.

## **Student Council Representative Report**

Miss Jessica Stamelman updated the board on recent high school pep rally.

### **Old Business**

#### **POLICY MOTIONS**

**December 14, 2010**

Board member Mr. Al Matos made a motion, seconded by board member Mr. Ethan Blynn and carried unanimously by roll call vote to table the following policy:

- 1) **MOTION** to table second reading policy:
  - a. 3125 – Employment of Teaching Staff Members (M)

### **New Business**

#### **POLICY MOTIONS**

**December 14, 2010**

Ms. Amy Sachs made a motion, seconded by board member Ms. Jeanne Stifelman and carried unanimously by roll call vote to approve policy 3127 for first reading:

- 1) **MOTION** to amend the following policy for first reading:
  - a. 3127 – Terms and Conditions for Confidential and Non-Represented Supervisory Staff (M)

### **Public Discussion**

Randolph resident commented that the State needs to do a better job in announcing state aid to school districts.

REA Co-President commented on her embarrassment with the board as the board continues to discuss, without settlement, coaching policies.

### **Adjournment**

Ms. Amy Sachs made a motion seconded by board member Ms. Jeanne Stifelman and carried unanimously by roll call vote to adjourn the meeting at 10:15 p.m.

The board adjourned the meeting at 10:15 p.m.

Respectfully submitted,

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Michael S. Neves  
Board Secretary

# POLICY

## RANDOLPH BOARD OF EDUCATION

TEACHING STAFF MEMBERS  
3125/page 1 of 6  
Employment of Teaching Staff Members  
(M)

### 3125 EMPLOYMENT OF TEACHING STAFF MEMBERS (M)

The Superintendent shall recruit, screen, and recommend to the Board suitable candidates for district employment. The Board shall approve the employment, fix the compensation, and establish the term of employment for every teaching staff member employed by this district. Approval shall be given only to those candidates for employment recommended by the Superintendent.

The Superintendent may appoint a person to fill a sudden vacancy, subject to ratification of that action by the Board at the next Board meeting, and may appoint substitute teachers in accordance with this policy.

No teaching staff member shall be employed unless he/she is a holder of a valid certificate in accordance with the New Jersey Department of Education and applicable statutes and administrative codes.

The Superintendent shall require proof of any candidate's certification or pending application for certification.

No person shall be employed in a position which involves regular contact with students until the Board has notice that no criminal history record information exists on file in the Federal Bureau of Investigation, Identification Division, or the State Bureau of Identification which would disqualify the individual from being employed.

Criminal history record checks will be required pursuant to New Jersey Department of Education regulations and procedures. Any person to be employed by the district, other than a school bus driver, must undergo a criminal history background check. School bus drivers are subject to criminal history record checks in accordance with New Jersey and Federal licensing requirements. All contracted employees having regular student contact must undergo a criminal record history check. Approval letters will be valid only for the district or contract service provider through which the person to be employed made application for employment.

# POLICY

## RANDOLPH BOARD OF EDUCATION

TEACHING STAFF MEMBERS  
3125/page 2 of 6  
Employment of Teaching Staff Members  
(M)

A permanent employee hired prior to October 8, 1986 who applies for and is selected for a different position in the district is "grandfathered" and not required to undergo a criminal history background check. An employee hired after October 8, 1986 for a position without regular student contact and later receives a position with student contact must undergo a criminal history background check at the time of transfer to the new position.

Substitute employees, who are rehired annually by the Board, are required to undergo a criminal history record check upon initial employment, provided the substitute continues in the employ of at least one of the districts at which the substitute was employed within one year of the approval of the criminal history record check. A substitute employee later selected for a permanent position within the district does not need to undergo a new criminal history background check provided there is no break in service in the substitute employment. A break in service is when the employee is no longer approved by the employing Board of Education. An employee who has been laid off (dismissed because of employee reduction) and is asked to be re-employed by the district and/or contractor must submit to a new criminal history background check.

The Board or contracted service provider may employ an applicant on an emergent basis for a period not to exceed three months, pending completion of a criminal history records check if the Board or contractor demonstrates to the Commissioner of Education that special circumstances exist which justify the emergent employment as prescribed in N.J.S.A. 18A:67.1c. In the event the criminal background check is not completed for an emergent hired employee within three months, the Board or contractor may petition the Commissioner for an extension of time, not to exceed two (2) months, in order to retain the employee.

No criminal history record check shall be furnished unless the applicant provided written consent to the check. The applicant shall bear the cost for the check, including all costs for administering and processing the check. The district will deny

# POLICY

## RANDOLPH BOARD OF EDUCATION

TEACHING STAFF MEMBERS  
3125/page 3 of 6  
Employment of Teaching Staff Members  
(M)

employment to an applicant if the applicant is required and refuses to submit to a criminal history background check.

A teaching staff member's misstatement of fact material to his/her qualifications for employment or the determination of his/her salary will be considered by the Board to constitute grounds for dismissal.

All new employees will be required, within three (3) days of the first day of hire, to complete the federal Form I-9 and supply the documentation necessary to demonstrate the employee's identity and employment eligibility under the Immigration Reform and Control Act of 1986.

### Part-time Teaching Staff Members

A "part-time teaching staff member" is a member employed less than full-time. "Full-time" is employment for a full school day and a full school week; a full school day is defined by the worksite, and a full school week is five (5) days, Monday through Friday.

Part-time teaching staff members will be compensated on the salary schedule negotiated for full-time teaching staff members, prorated to their part-time service.

Part-time teaching staff members who are .5 or more will receive benefits.

The Board recognizes that part-time teaching staff members will earn the protections of tenure and seniority.

### Substitute Teachers

The Board will employ substitutes for absent teachers in order to ensure continuity in the instructional program and will annually approve a list of substitutes and the rate of pay.

The Superintendent may select substitutes from the list approved by the Board to serve in the place of an absent teacher who retains an entitlement to a regular position.

# POLICY

## RANDOLPH BOARD OF EDUCATION

TEACHING STAFF MEMBERS  
3125/page 4 of 6  
Employment of Teaching Staff Members  
(M)

Preference will be given to substitutes who are fully certified in the area for which they are engaged. A substitute who holds a county substitute certificate shall serve no more than twenty consecutive days in the same position.

A substitute teacher who has been employed in the same position for twenty one (21) school days will be compensated on the salary guide commencing with the first day of service in that position.

A long-term substitute teacher (a substitute who has been employed to replace a teaching staff member who will be absent) will be employed under contract in order to ensure continuity of instructional services and will be compensated on the salary guide from the first day of service in that position. The long-term substitute teacher will receive a letter which will clearly state that employment is as a substitute for a regular teaching staff member and will be for a fixed period of time.

### Summer School Teachers

The Board shall approve the employment, fix the compensation, and set the term of employment for each person employed in the summer school program established for this district. The Board will employ only those candidates recommended by the Superintendent.

### Athletic Coaches

The Board authorizes the Superintendent to recommend the employment of qualified coaches for the district interscholastic and wellness initiative athletic programs. The Board will employ as athletic coaches only those persons who have experience in and knowledge of the specific sport, are properly certified, and possess the personal characteristics that qualify them to serve as role models to the students they coach.

The Superintendent shall advertise a vacancy in a coaching position by posting notice of the vacancy in this school

# POLICY

## RANDOLPH BOARD OF EDUCATION

TEACHING STAFF MEMBERS  
3125/page 5 of 6  
Employment of Teaching Staff Members  
(M)

district and by simultaneously advertising the vacancy by appropriate means. The Superintendent may thereafter recommend to the Board the employment of any qualified candidate for the coaching position who possesses an instructional certificate issued by the New Jersey State Board of Examiners. ~~No individual, volunteer or paid, may be appointed as a coach who is a relative of a student athlete participating in the same program. For the purposes of this policy, "relative" means an individual's spouse, by marriage or civil union pursuant to N.J.S.A. 37:1-33, domestic partner as defined in N.J.S.A. 26:8A-3, or the individual's or spouse's parent, child, sibling, aunt, uncle, niece, nephew, grandparent, grandchild, son-in-law, daughter-in-law, half-brother or half-sister, whether the relative is related to the individual or the individual's spouse by blood, marriage or adoption.~~ All athletic coaches are employed only for the specific season for which they are approved and do not have any entitlement to a particular coaching position for a future year. All coaching positions will be posted on an annual basis and the Superintendent will make recommendations to the Board based upon the applicants' qualifications.

An athletic coach employed under a county substitute's certificate shall be employed for a single designated sports season and the 20-day limitation provided in N.J.A.C. 6:11-4.5(c) shall not apply to such coaching situations.

An athletic coach employed by this district who is not a regular employee of this district shall be employed only for the duration of the specific sport season. He/She shall be paid the stipend that would be paid to a district employee in the same position and shall be supervised by the Athletic Director. No out-of-district athletic coach shall be eligible for tenure or for employment benefits.

An athletic trainer shall possess an educational services certificate issued by the State Board of Examiners pursuant to N.J.S.A. 18A:26-4 and 18A:26-5.



# POLICY

## RANDOLPH BOARD OF EDUCATION

TEACHING STAFF MEMBERS  
3125/page 6 of 6  
Employment of Teaching Staff Members  
(M)

N.J.S.A. 18A:6-5 et seq.; 18A:6-7.1 et seq.; 18A:16-1; 18A:26-1  
et seq.; 18A:27-1; 18A:27-4 et seq. N.J.S.A. 18A:54-20  
[vocational districts]  
N.J.A.C. 6:11-3.1; 6:11-4.2 et seq.; 6:11-5.1 et seq.; 6:11-  
3.24; 6:11-11.21

Adopted: 15 October 2008  
Revised: 13 July 2010;

# POLICY

## RANDOLPH BOARD OF EDUCATION

TEACHING STAFF MEMBERS

3127/page 1 of 10

Terms and Conditions for

Confidential and Non-Represented Supervisory Staff

### 3127 TERMS AND CONDITIONS FOR CONFIDENTIAL AND NON-REPRESENTED SUPERVISORY STAFF

This policy sets forth terms and conditions of employment for those employees who are not members of a bargaining unit with which the Board has a collective bargaining agreement and/or are not covered by an individual employment contract approved by the Board.

#### A. Definitions:

1. "Immediate family" members shall include husband, wife, children, mother, father, grandparents, sisters, brothers, sisters-in-law, brothers-in-law, parents-in-law and other relatives who reside in the employee's household.
2. "Salary" is defined as the employee's base pay excluding stipends, overtime, compensatory time off, or tax-sheltered annuity contributions by the Board.
3. "Year" and "work year" are defined as the period from July 1 to June 30.

#### B. Work Year

The work year for twelve (12) month employees shall be two hundred sixty (260) days. The work year for ten (10) month employees shall be two hundred seventeen (217) days.

#### C. Part-time employees

Employees who work at least 20 hours per week and at least 217 days per year will earn the benefits discussed in this policy on a pro-rated basis.

#### D. Vacation

Employees shall be granted twenty (20) days of paid vacation each year. Employees shall accrue vacation at a rate of thirteen and one-third (13.33) hours per month worked. Employees who wish to carry over vacation time from one year to the next must have the advance approval of the Superintendent. Employees will be permitted to carry over a maximum of five (5) days of accrued, unused vacation. Employees may have a maximum total accumulation of twenty

# POLICY

## RANDOLPH BOARD OF EDUCATION

TEACHING STAFF MEMBERS

3127/page 2 of 10

Terms and Conditions for

Confidential and Non-Represented Supervisory Staff

five (25) days vacation at any given time. Employees hired after the beginning of the school year will earn vacation time on a pro-rated basis of thirteen and one-third (13.33) hours per month worked. An employee must work past the 15th day of the month to accrue vacation for that month.

### E. Holidays

The employee will be entitled to paid time off for the following nine ~~(9)~~ **(11)** holidays:

1. Independence Day (or designated State day) for 12 month employees only
2. Labor Day
3. Thanksgiving Day
4. Day after Thanksgiving
5. Christmas Eve
6. Christmas
7. **December 31**
8. New Years Day
9. Presidents' Day
10. **Good Friday**
11. Memorial Day

### F. Paid Leaves of Absence

1. Sick Leave

Employees will be credited with their annual allotment of sick leave on the first workday of the year. An employee must subsequently earn the accrued leave at the rate of one (1) day of paid sick leave for each month worked during the school year. A twelve-month employee who works a full year will earn twelve (12) days; a ten-month employee who works a full year will earn ten (10) days. Accrued but unused sick leave will accumulate from year to year.

2. Personal Leave

Employees may take up to four (4) days of personal leave each year. Personal leave should be requested for personal business which cannot be scheduled outside of business hours or for religious holidays that are not included in section E of this policy. Leave requests must be submitted for approval to the

# POLICY

## RANDOLPH BOARD OF EDUCATION

TEACHING STAFF MEMBERS

3127/page 3 of 10

Terms and Conditions for

Confidential and Non-Represented Supervisory Staff

employee's immediate supervisor at least one week in advance of the time at which it must be taken, except in cases of emergency. Personal leave may not be requested by an employee for a day immediately preceding or immediately following a vacation day or holiday. Personal leave will not be granted during the week immediately preceding the start of school or the last week of school. Requirements for advance approval of personal leave and restrictions of use adjacent to holidays, vacation, the week before school starts and the last week of school do not apply in an emergency. The Superintendent may require proof of an actual emergency after the employee returns from emergency leave.

### 3. Compassionate Leave

The use of compassionate leave is restricted to illness or emergencies in the immediate family. An employee may use unused personal days to build a compassionate leave bank containing a maximum of five (5) days. Once banked, single compassionate leave days may be used by the employee with permission of the employee's supervisor. Employees who desire to use two (2) or more compassionate leave days in succession, or who wish to use a compassionate leave day in tandem with personal days, holidays or vacation days, must secure the approval of the Superintendent.

### 4. Bereavement Leave

Employees may take up to five (5) consecutive days of paid leave in the event of a death in the immediate family. Absence due to the death of a non-immediate family member or a non-family member living in the employee's home shall be allowed for one (1) day for the day of the funeral. Up to an additional two (2) days may be granted for travel at the discretion of the Superintendent.

### 5. Jury Duty/Court Leave

Absence from work by reason of subpoena or jury duty shall be allowed at no loss in pay. The District reserves the right to review the circumstances surrounding the request for court leave due to

# POLICY

## RANDOLPH BOARD OF EDUCATION

TEACHING STAFF MEMBERS

3127/page 4 of 10

Terms and Conditions for

Confidential and Non-Represented Supervisory Staff

subpoena. The District may deny court leave by reason of subpoena if the employee stands to gain from the court appearance or cause of action itself.

### G. Unpaid Leaves of Absence

#### 1. Pregnancy Disability Leave

- a. An employee may, upon confirmation of her pregnancy, apply to the Board for a disability leave. Such leave will be granted in conformance with the following procedures.
- b. Such request will be accompanied by a physician's written confirmation of the anticipated date of disability and the anticipated date of delivery. This confirmation shall be sent to the Superintendent no later than sixty (60) days prior to the anticipated date of delivery, except in the case of emergency.
- c. The employee may use all or part of her accumulated sick days during the period of the disability, and the Board shall grant such use under the same terms and conditions governing leave of absence for other illness or medical disabilities.
- d. The period of disability leave for pregnancy shall be determined by the employee's physician subject to confirmation by the Board's physician if required by the Superintendent. Differences of opinion will be resolved in accordance with the provisions of paragraph g. 2) (iii) below.
- e. In addition to the medical certificate of disability referenced in ~~F~~ **G** (1) b. above, all employees shall be required to produce an additional medical certificate within fourteen (14) calendar days following the date of the delivery. This certificate shall state the specific period and termination date of the post-partum disability period. In the event that normal conditions do not prevail for post-partum, the employee's physician may submit an additional certificate of disability.

# POLICY

## RANDOLPH BOARD OF EDUCATION

TEACHING STAFF MEMBERS

3127/page 5 of 10

Terms and Conditions for

Confidential and Non-Represented Supervisory Staff

- f. The Board shall not maintain any policy or practice for removal of any employee from her duties based solely on pregnancy or term of pregnancy but shall consider the employee's ability to perform the essential duties of the job and treat each employee on an individual basis.
- g. The Board may remove any pregnant employee from her duties on any one of the following bases:
- (1) Performance: Her work performance has declined because of disability from the time immediately prior to her pregnancy
  - (2) Physical incapacity: Her physical condition or capacity is such that her health would be impaired if she were to continue or resume working, and which physical incapacity shall be deemed to exist only if:
    - i. the pregnant employee fails to produce a certificate from her doctor that she is medically able to continue work following a request by the Board for such certification ; or
    - ii. the Board's physician and the employee's physician agree that she cannot continue working; or
    - iii. following any difference of medical opinion between the Board's physician and the employee's physician, the Board requests expert consultation in which case the Morris County Medical Society shall appoint an impartial third physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue working or to remain on disability leave due to pregnancy. The expense of any examination by an impartial third physician shall be borne by the Board.

# POLICY

## RANDOLPH BOARD OF EDUCATION

TEACHING STAFF MEMBERS

3127/page 6 of 10

Terms and Conditions for

Confidential and Non-Represented Supervisory Staff

- h. The employee may return to work immediately following the medically-certified disability period established under section ~~F~~ G(1) (d) or (e) above.
- i. In the event that normal conditions attendant upon pregnancy and birth do not prevail, the employee may apply to the Board in writing to return to her position prior to the end of the disability period for which leave had been requested initially. Such return shall be effective no later than seventy-five (75) calendar days from the date of application by the employee seeking early return from disability leave. During this period of time between the end of the medical disability period and the date of return to duty, the employee shall be placed on an unpaid leave of absence.

### 2. Child-Rearing Leave

- a. In the case of the birth or adoption of a child, any employee with three or more years of continuous service in the district immediately prior to the leave request will have the right to apply for a leave of absence without pay for child-rearing purposes. In cases where both spouses are employed in this district, only one parent will be eligible to apply for such leave at any one time.
- b. A child-rearing leave may be granted for not more than two (2) years from the birth or adoption of the child.
- c. Application for a child rearing leave must be filed at least sixty (60) days before the anticipated birth or adoption of the child. Application shall specify the intended period of leave requested by the employee. Application deadlines may be waived in the case of emergency.
- d. Child-rearing leave for employees on pregnancy disability leave shall begin immediately upon the termination of the pregnancy disability as

# POLICY

## RANDOLPH BOARD OF EDUCATION

TEACHING STAFF MEMBERS

3127/page 7 of 10

Terms and Conditions for

Confidential and Non-Represented Supervisory Staff

certified by the employee's physician subject to Section ~~F~~ **G**(1) (e) above.

- e. Notification by the employee of intent to return from leave, request for a leave extension, or request for shortening of time for a previously approved child-rearing leave must be submitted to the Superintendent no later than sixty (60) days before the expiration of the leave. Failure to give written notice of intent to return from leave may be considered job abandonment and lead to termination of employment.
- f. A child-rearing leave may be granted to an employee with less than three (3) years of continuous experience but shall not be extended beyond June 30 in the "contract year" which the leave began.
- g. Any employee returning from child rearing leave is entitled to all benefits to which employees returning from other unpaid leave would be entitled.

### H. Health Benefits

Employees will be provided health insurance benefits, beginning in the first workday following sixty (60) calendar days of employment, under a plan established by the Board. The health insurance provider(s) will be determined by the Board.

### I. Tax Sheltered Plans

Any employee who works twenty (20) hours per week or more is eligible to participate in tax-sheltered plans upon employment. The Board will match the employee's contribution up to 6% of the employee's yearly salary. The Board match will vest at 20% per year over a five (5) year period. The Board match will be fully vested on the date of the employee's 5 (five) year anniversary of employment.

### J. Professional Association Membership Fees

The employee may be reimbursed for the cost of membership fees charged by local, state, regional and national



# POLICY

## RANDOLPH BOARD OF EDUCATION

TEACHING STAFF MEMBERS

3127/page 8 of 10

Terms and Conditions for

Confidential and Non-Represented Supervisory Staff

professional associations with approval by the Superintendent. The employee must, at the request of the Superintendent or the Board, submit reports on the benefits of maintaining these memberships and activities with these associations.

### K. Continuing Education Reimbursement

The employee shall be reimbursed for 75% of registration fees, tuition, and text books for undergraduate and graduate school work taken in a subject matter related to the professional responsibilities of the employee and approved by the Superintendent. The reimbursement should not exceed \$5,000 per work year. The employee shall comply with the current Board policy with respect to submission of itemized statements and documentation verifying the expenses for which the continuing education reimbursement is sought.

### L. Professional Development

With prior approval of the Superintendent, the employee may be excused from work to attend appropriate professional meetings at the local, state or national level. Under the travel reimbursement policy no. 0147 9250, subject to the Superintendent's decision to set lower limits, the employee will be reimbursed for reasonable costs of attending professional development. These costs include attendance, travel, food and lodging, providing the costs do not exceed the reimbursement limits set by the Superintendent.

### M. Evaluations

All employees with less than three (3) years of service will be evaluated by their immediate supervisor three (3) times each year. Employees with three (3) or more years of service shall receive an evaluation once each year performed by the immediate supervisor. The timing, form of the evaluation instrument, and process and procedures regarding the evaluations will be established by the Superintendent.

### N. Termination and Non Renewal

If any employee is lawfully precluded from performing the employee's duties by any judgment, order or direction of

# POLICY

## RANDOLPH BOARD OF EDUCATION

TEACHING STAFF MEMBERS

3127/page 9 of 10

Terms and Conditions for

Confidential and Non-Represented Supervisory Staff

any court of competent jurisdiction or the Commissioner of Education, the employee's employment will terminate.

Employees must provide thirty (30) days notice prior to resignation. Such notice should be in writing and sent via certified mail, addressed to the Superintendent.

The Board may terminate the employee's employment, in accordance with applicable state laws or regulations adopted by the New Jersey State Board of Education.

### O. Payment for unused sick days

Employees who leave the employ of the Board, and who at the time of separation become officially retired, under the provisions of the NJ State Pension Plan, shall receive reimbursement from the Board for a percentage of accrued but unused sick days. The percentage shall be thirty-three percent (33%). Sick leave payment will be calculated as follows:

1. A day's pay shall be calculated by using  $1/260$  of the contracted salary of the employee for twelve-month employees and  $1/217$  for ten-month employees.
2. The formula to be used to determine the amount to be paid will be the current salary divided by 260 times the accumulated but unused sick day bank times 33%.
3. There will be a cap of \$10,000 for sick time payout.
4. Sick time payout upon retirement may be made over two (2) fiscal years at the discretion of the Superintendent.
5. In the event of the death of an employee who has completed fifteen (15) years of service in the district, payment of such terminal pay as calculated in accordance with numbers 1 - 4 above, shall accrue to said employee's estate and/or designated beneficiary(s). Payment of such entitlement shall be made to the beneficiary and/or estate in lump sum payment within one (1) month of the death or within the calendar year.

# POLICY

## RANDOLPH BOARD OF EDUCATION

TEACHING STAFF MEMBERS

3127/page 10 of 10

Terms and Conditions for

Confidential and Non-Represented Supervisory Staff

P. Notifications

Any notifications required by this policy will be in writing and sent via certified mail.

Adopted: 18 October 2006

Revised: 20 December 2006; 29 August 2007