CLINTON TOWNSHIP BOARD OF EDUCATION

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CLINTON TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION 1100 page 1 of 1 Line of Responsibility

LINE OF RESPONSIBILITY

The Clinton Township Board of Education shall operate under a unit control system headed by the Superintendent.

The authority of the Board of Education is transmitted through the Superintendent along specific paths from person to person as shown in the organization chart of the school district. The lines of authority represent direction of authority and responsibility. The lines are those approved by the Board of Education and are intended to establish a clear understanding on the part of all personnel of the working relationships in the school system.

Personnel are expected to refer matters requiring administrative action to the administrator to whom they are responsible. Personnel are expected to keep the person to whom they are immediately responsible informed of their activities by appropriate means.

Adopted:

July 26, 2010

Review/Update:

November 2015

Readopted:

May 9, 2016

Readopted:

October 25, 2017

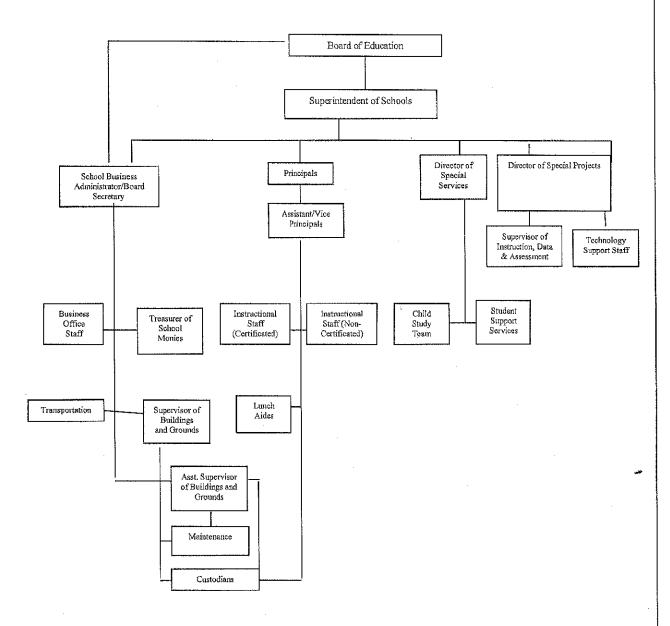


CLINTON TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION 1110/page 1 of 1 Organizational Chart

CONTRACTOR OF THE PROPERTY OF

1110 ORGANIZATIONAL CHART



Adopted: July 26, 2010 Revised: 1/11/16 Readopted: 5/9/16 Revised: 9/25/17

Revised: 12/18/17

CLINTON TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION 1120 page 1 of 1 Leadership Team

LEADERSHIP TEAM

The Clinton Township Board of Education supports the concept and application of team management in the administration of the district. A system of school administration that utilizes the variety of talent that staff possesses' supports student achievement.

The Superintendent shall lead, determine structure, and designate membership for the leadership team that may include but is not limited to administrative, supervisory, technological and support staff members who are responsible for employee evaluation, the adjudication of grievances, supervision of employees, or recommendations regarding the employment of employees. The team shall be responsible to the Superintendent who is, in turn, responsible to the Board.

The specific purposes of the leadership team shall include:

- A. Making recommendations to the Board on policy to strengthen the educational programs in the district;
- B. Addressing economic concerns;
- C. Addressing working conditions including monitoring appropriate response to staff grievances, developing job descriptions and coordinating the supervisory staff for teacher evaluation;
- D. Developing and reviewing administrative regulations;
- E. Other assignments as identified by the Superintendent.

Adopted:

July 26, 2010

Revised:

June 23, 2015

Review/Update:

November 2015

Readopted:

May 9, 2016



CLINTON TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION
1130
Staff Liaison Committees

STAFF LIAISON COMMITTEES

The Board of Education encourages the Superintendent to maintain close liaison with staff members in order to coordinate district programs and operations, to consult with appropriate staff members in developing administrative regulations and formulating recommendations for Board consideration, and to detect and resolve problems as they may arise.

The Superintendent is authorized to establish such staff liaison committees as he/she may deem necessary.

No staff liaison committee can be delegated the authority to make decisions or take action that is reserved to the Board or the Superintendent. Committee reports and recommendations may be advisory only.

Adopted:

7/26/2010



CLINTON TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION
1140
Non-Discrimination/Affirmative Action
M

NON-DISCRIMINATION/AFFIRMATIVE ACTION

State and federal statutes and regulations prohibit school districts from discriminatory practices in employment or educational opportunity against any person by reason of race, color, national origin, ancestry, age, sex, affectional or sexual orientation, gender identity or expression, marital status, domestic partnership status, familial status, liability for service in the Armed Forces of the United States, nationality, atypical hereditary cellular or blood trait of any individual, genetic information, or refusal to submit to a genetic test or make the results of a genetic test known, pregnancy in employment or in educational opportunities. Further state and federal protection is extended on account of disabilities, social or economic status, pregnancy, childbirth, pregnancy-related disabilities, actual or potential parenthood, or family status.

The Clinton Township Board Education will continue to support its Affirmative Action Resolution, and to implement the district's equal educational opportunity policy, school and classroom practices plan and contract/employment practices plan in accordance with law and regulation.

The Superintendent shall oversee the development and implementation of the three year Comprehensive Equity Plan to ensure that the district provides equality in educational programs and to identify and correct, or assess and prevent, all bias, discrimination and impermissible isolation in policies, practices and facilities of the district. Upon approval of this plan by the state department Education, the Board shall adopt it by resolution. The Superintendent shall report to the Board annually on progress toward goals established in the plan. A copy of the district's affirmative action/equity plans and self-evaluation of their achievement shall be available in the district office.

Affirmative Action Officer and Team

The Board shall annually appoint a member of the staff as the Affirmative Action Officer and form an Affirmative Action team, of whom the Affirmative Action Officer is a member. The Affirmative Action Officer shall serve as affirmative action/504 officer and/or desegregation coordinator. The Affirmative Action Officer must have New Jersey certification with an administrative, instructional, or education services endorsement. The Board shall ensure that all members of the school community know who the Affirmative Action Officer is and how to access him/her.



CLINTON TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION
1140
Non-Discrimination/Affirmative Action

The Affirmative Action Officer shall:

- A. Coordinate the required professional development training for certificated and non-certificated staff;
- B. Notify all students and employees of district grievance procedures for handling discrimination complaints; and
- C. Ensure that the district grievance procedures, including investigative responsibilities and reporting information, are followed.

The Affirmative Action team shall:

- A. Develop the Comprehensive Equity Plan in compliance with administrative code;
- B. Oversee the implementation of the district's Comprehensive Equity Plan;
- C. Collaborate with the Affirmative Action office in coordinating the required professional development training;
- D. Monitor the implementation of the Comprehensive Equity Plan; and

Conduct the annual district internal monitoring to ensure continuing compliance with state and federal law and code governing education equity.

Comprehensive Equity Plan

The Board directs the affirmative action team to develop a Comprehensive Equity Plan once every three years. The Comprehensive Equity Plan shall identify and correct all discriminatory and inequitable educational and hiring policies, patterns, programs, and practices affecting its facilities, programs, students, and staff.

Prior to developing the Comprehensive Equity Plan, the district's needs for achieving equity and equality in educational programs shall be assessed. The purpose of the needs assessment is to identify and eliminate discriminatory practices and other barriers to achieving equity in educational programs.



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ADMINISTRATION
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Non-Discrimination/Affirmative Action

- A. The needs assessment shall include an analysis of:
 - 1. Student performance data such as National Assessment of Educational Progress and State assessment results;
 - 2. Preschool-through-grade-12 promotion/retention data;
 - 3. Preschool-through-grade-12 completion rates; and
 - 4. Re-examination and re-evaluation of classification and placement of students in special education programs if there is over representation within certain groups;
 - 5. Staffing practices;
 - 6. Student demographic and behavioral data;
 - 7. Quality of program data; and
 - 8. Stakeholder satisfaction data.
- B. The Comprehensive Equity Plan shall address:
 - 1. Professional development;
 - 2. Equality in school and classroom practices;
 - 3. Equality in employment and contract practices.

C. The Comprehensive Equity Plan shall include:

- 1. An assessment of the school district's needs for achieving equity in educational programs. The assessment shall include staffing practices, quality-of-program data, stakeholder-satisfaction data, and student assessment and behavioral data disaggregated by gender, race, ethnicity, limited English proficiency, special education, migrant, date of enrollment, student suspension, expulsion, child study team referrals, preschool through grade 12 promotion/retention data, preschool through grade 12 completion rates, and re-examination and re-evaluation of classification and placement of students in special education programs if there is overrepresentation within certain group;
- 2. A description of how other Federal, State, and school district policies, programs, and practices are aligned to the Comprehensive Equity Plan;
- 3. Progress targets for closing the achievement gap;
- 4. Professional development targets regarding the knowledge and skills needed to provide a thorough and efficient education as defined by the New Jersey Student Learning Standards, differentiated instruction, and formative assessments aligned to the New Jersey Student Learning Standards and high expectations for teaching and learning; and



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Non-Discrimination/Affirmative Action
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5. Annual targets that address school district needs in equity in school and classroom practices and are aligned to professional development targets.

The Comprehensive Equity Plan shall include goals, objectives, timelines, and benchmarks for measuring progress. The Board shall submit the Comprehensive Equity Plan to the executive county superintendent for approval and a copy of the Comprehensive Equity Plan to the New Jersey Department of Education. The Board shall initiate the Comprehensive Equity Plan within 60 days of its approval, and shall implement the plan in accordance with the timelines approved by the Department.

Harassment

The Board Education shall maintain an instructional and working environment that is free from harassment of any kind. Administrators and supervisors will make it clear to all staff, students and vendors that harassment is prohibited. Sexual harassment shall be specifically addressed in the Affirmative Action in-service programs required by law for all staff.

Sexual harassment shall include, but not be limited to, unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- A. Submission to the conduct or communication is made a term or condition of employment or education;
- B. Submission to, or rejection of, the conduct or communication is the basis for decisions affecting employment and assignment or education;
- C. The conduct or communication has the purpose or effect of substantially interfering with an individual's work performance or education;
- D. The conduct or communication has the effect of creating an intimidating, hostile or offensive working or educational environment.

Sexual harassment of staff or children interferes with the learning process and will not be tolerated in the Clinton Township schools. Harassment by Board members, employees, parents, students, vendors and others doing business with the district is prohibited. Any child or staff member who has knowledge of or feels victimized by sexual harassment should immediately



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ADMINISTRATION
1140
Non-Discrimination/Affirmative Action

report his/her allegation to the Affirmative Action Officer or building Principal. Anyone else who has knowledge of or feels victimized by sexual harassment should immediately report his/her allegation to the Superintendent or Board president. Employees whose behavior is found to be in violation of this policy will be subject to the investigation procedure, which may result in discipline, up to and including dismissal. Other individuals whose behavior is found to be in violation of this policy will be subject to appropriate sanctions as determined and imposed by the Superintendent/Board. Law enforcement shall be summoned when appropriate. This policy statement on sexual harassment shall be distributed to all staff members.

Staff or students may file a formal grievance related to harassment on any of the grounds addressed in this policy. The Affirmative Action Officer will receive all complaints and carry out a prompt and thorough investigation, and will protect the rights of both the person making the complaint and the alleged harasser.

Findings of discrimination or harassment will result in appropriate disciplinary action.

School and Classroom Practices

In implementing Affirmative Action, the district shall:

- A. Identify and correct the denial of equality Educational opportunities for students solely on the basis of any classification protected by law;
- B. The board shall provide all students with equal and bias-free access to all school facilities, courses, programs, activities, and services, regardless of race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, religion, disability, or
 - 1. Ensuring equal and barrier-free access to all school and classroom facilities;
 - 2. Attaining within each school minority representation that approximates the school district's overall minority representation. Exact apportionment is not required; the ultimate goal is a reasonable plan achieving the greatest degree of racial balance that is feasible and consistent with sound educational values and procedures;
 - 3. Utilizing on an annual basis a State-approved English language proficiency measure for determining the special needs of English language learners and their progress in learning English;



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- 4. Utilizing bias-free multiple measures for determining the special needs of students with disabilities;
- 5. Ensuring support services, including intervention and referral services and school health services; and
- 6. Ensuring a student is not discriminated against because of a medical condition. A student shall not be excluded from any education program or activity because of a long-term medical condition unless a physician certifies such exclusion is necessary. If excluded, the student shall be provided with equivalent and timely instruction that may include home instruction, without prejudice or penalty.

Contract/Employment Practices

The district directs the Superintendent to ensure that appropriate administrators implement the district's Affirmative Action policies by:

- A. Adhering to the administrative code in selection of vendors and suppliers; informing vendors and suppliers that their employees are bound by the district's Affirmative Action policies in their contacts with district staff and students;
- B. Continuing implementation and refinement of existing practices and Affirmative Action plans, making certain that all recruitment, hiring, evaluation, training, promotion, personnel-management practices and collective bargaining agreements are structured and administered in a manner that furthers equal employment opportunity principles and eliminates discrimination on any basis protected by law, holding inservice programs on Affirmative Action for all staff in accordance with law.

Disabled

In addition to prohibiting educational and employment decisions based on non-applicable disabling condition, the district shall, as much as feasible, make facilities accessible to disabled students, employees and members of the community as intended by Section 504 and as specified in the administrative code.

Report on Implementation

The Superintendent shall devise regulations, including grievance forms and procedures to implement the district's Affirmative Action policies, when necessary. He/she shall report



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ADMINISTRATION

1140

Non-Discrimination/Affirmative Action

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to the Board annually on the effectiveness of this policy and the implementing procedures.

Adopted:

July 26, 2010, March 28, 2011

Review/Update:

November 2015

Readopted:

May 9, 2016

Readopted:

10/23/17



CLINTON TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION

1210

Concepts and Roles in Administration: Goals and Objectives

CONCEPTS AND ROLES IN ADMINISTRATION: GOALS AND OBJECTIVES

The Clinton Township Board of Education shall establish policies that govern all aspects of district operations. The Board expects the educational administration to direct, coordinate and supervise students and staff in their efforts to reach goals and objectives adopted by the Board.

Within the guidelines of Board policy, negotiated agreements and New Jersey law, the Board expects the educational administration to:

- A. Provide up-to-date information and sound professional advice to the Board, as an aid in informed decision making;
- B. Plan, organize, implement and evaluate the educational programs established by Board policy, in order to provide optimum educational opportunities to the students of the district;
- C. Provide these optimum educational opportunities at the lowest possible cost;
- D. Use efficient administrative and management procedures including supervision and evaluation of teaching staff, pursuant to law and regulations, and developed after consultation with and among the Board, administrators and appropriate staff members;
- E. Coordinate the resources of the community with those of the district;
- F. Keep the Board informed of all new legislative actions or changes in code and statute that affect the policies, programs or operations of the district.

Adopted: July 26, 2010

Review/Update: November 2015

Readopted: May 9, 2016



CLINTON TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION 1220 Superintendent M

SUPERINTENDENT

The Clinton Township Board of Education, in compliance with state law, will evaluate the Superintendent at least annually. Each evaluation shall be in writing, a copy shall be provided to the Superintendent and the Superintendent and the Board shall meet to discuss the findings. The evaluations shall be based upon the goals and objectives of the district, the responsibilities of the superintendent and such other criteria as the State Board of Education shall by regulation prescribe.

Every newly appointed or elected Board member shall complete the New Jersey School Boards Association's training program on evaluation of Superintendents within six months of commencement of his/her term of office. The purpose of the evaluation shall be:

- A. To promote professional excellence and improve the skills of the Superintendent;
- B. To improve the quality of the education received by the students served by the public schools of the district;
- C. To provide a basis for the review of the job performance of the Superintendent.

Role and Responsibility of the Board

The role and responsibility of the Board in this evaluation shall be:

- A. To complete a New Jersey School Boards Association training program on the evaluation of the Superintendent within six months of the commencement of newly appointed or elected district Board member's term of office (N.J.S.A. 18A:17-20.3.b; see Board policy 0144 Orientation and Training of Board Members);
- B. To review, revise and adopt procedures suggested by the Superintendent for implementation of this policy;
- C. To determine whether the services of a qualified consultant will contribute substantially to the evaluation process and to engage such a consultant as deemed



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ADMINISTRATION 1220 Superintendent M

appropriate to assist the Board. The evaluation itself shall be the responsibility of the Board;

To adopt an individual plan for professional growth and development of the Superintendent based in part upon any needs identified in the evaluation. This plan shall be mutually developed by the Board and the Superintendent. The duration of the plan will be three to five years, depending on the Superintendent's contract with the school district. The board may determine whether to establish quantitative and/or qualitative merit criteria and the data to be used to establish the Superintendent's achievement of any established merit goal;

- D. To hold an annual summary conference between a majority of its total membership and the Superintendent. The annual summary conference shall be held before the written performance report is filed. The conference shall be held in private, unless the Superintendent requests that it be held in public. The conference shall include, but not be limited to, review of the following:
 - 1. Performance of the Superintendent based upon the job description;
 - 2. Progress of the Superintendent in achieving and/or implementing the school district's goals, program objectives, policies, instructional priorities, State goals, and statutory requirements; and
 - 3. Indicators of student progress and growth toward program objectives.
- E. To prepare, by July 1, subsequent to the annual summary conference, an annual written performance report, approved by a majority of the full membership of the Board. This report shall include:
 - 1. Performance areas of strength;
 - 2. Performance areas needing improvement based upon the job description and evaluation criteria in "E" above;
 - 3. Recommendations for professional growth and development;
 - 4. A summary of the available indicators of student progress and growth and a statement of how these available indicators relate to the effectiveness of the overall program and the performance of the Superintendent;



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ADMINISTRATION 1220 Superintendent M

- 5. Provision for performance data which have not been included in the report prepared by the Board of Education to be entered into the record by the Superintendent within 10 working days after the completion of the report.
- F. To add all written performance reports and supporting data, including, but not limited to, indicators of student progress and growth to a Superintendent's personnel file. The records shall be confidential and not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq.
- G. To determine whether the chief school administrator has performed contractual duties so ineffectively or has engaged in conduct unbecoming a Superintendent such that tenure charges should be certified to the Commissioner of Education as applicable or other appropriate disciplinary action taken.

Role and Responsibility of the Superintendent

The Board shall determine the role and responsibility in consultation with the Superintendent. The Superintendent shall be to provide information and propose procedures for:

- A. Development of a job description and evaluation criteria, based upon the district's local goals, program objectives, policies, instructional priorities, state goals, statutory requirements, and the functions, duties and responsibilities of the Superintendent. The evaluation criteria shall include but not be limited to the available indicators of student progress;
- B. Specification of methods of data collection and reporting appropriate to the job description;
- C. Design of evaluation instruments suited to reviewing the Superintendent's performance based upon the job description;
- D. Establishing an evaluation calendar to include a date for the annual conference and including appropriate information to allow proper consideration of all the items to be included in the subsequent written performance report;



CLINTON TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION 1220

Superintendent M

E. After the Board's adoption of the annual written performance report, to provide all other appropriate information relative to evaluation of his/her performance not contained in the report.

F. Preparation and review of the Professional Growth Plan for the administrator's professional development.

The policy shall be delivered to the Superintendent upon adoption. Amendments to the policy shall be distributed within 10 working days after adoption.

Adopted: July 26, 2010 Revised: April 28, 2014

Review/Update: November 2015

Readopted: May 9, 2016



CLINTON TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION 1315 Distribution of Materials and Flyers

DISTRIBUTION OF MATERIALS AND FLYERS

The Clinton Township Board of Education is committed to providing a focused educational environment that supports student achievement. While the Board supports the freedom of speech and values the constructive input from interested community members and groups, the school is not a public forum for all organizations or citizens to promote their particular cause. The Board is obligated to protect the students and staff of this district form materials that have the potential to disrupt or interfere with the educational program. Therefore the Board directs the Superintendent or his or her designee to review and approve all materials submitted for distribution to the staff and students by outside organizations and or individuals.

Hard copy distribution of flyers is not permitted except from the Clinton Township PTA or Foundation.

Any request to post materials on the district's virtual backpack shall only include materials related to school matters or activities in the Clinton Township community.

Groups from the Clinton Township community shall be permitted to request the posting of flyers on the district's virtual backpack website, but are restricted to groups which provide programming for students.

This policy shall not apply to routine Parent-Teacher Association notices.

The Superintendent shall approve or disapprove a flyer for distribution.

Adopted:

January 23, 2006

Revised:

June 23, 2015

Readopted:

May 9, 2016

Readopted:

10/23/17



CLINTON TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION

1320

Employment and Duties of the Business Administrator/Board Secretary

M

EMPLOYMENT AND DUTIES OF THE BUSINESS ADMINISTRATOR/ BOARD SECRETARY

Job Description

The Clinton Township Board of Education shall adopt a job description for the position of School Business Administrator/Board Secretary. The job description will specify:

- A. The qualifications and specific certificate and endorsement required for the position;
- B. The functions, duties, and responsibilities of the position;
- C. The extent and the limits of authority;
- D. The work relationships with other employees of the district; and
- E. Any background experiences, personal qualities, and individual achievements that the Board prefers in a person appointed to the position.

The job description will be reviewed periodically.

Appointment

The Board shall appoint a qualified and capable person to fill a vacancy in the position of School Business Administrator/Board Secretary. Appointment will be made within a reasonable time after the occurrence of the vacancy and by the recorded roll call vote of a majority of the full Board.

All candidates for the position of School Business Administrator/Board Secretary must produce evidence of their certification, training and experience in the fields of government, accounting, financial report preparation, and budget and accounting management.

Every serious candidate for the position of School Business Administrator/Board Secretary shall be interviewed by the Superintendent. The Superintendent shall



CLINTON TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION

1320

Employment and Duties of the Business Administrator/Board Secretary

M

recommend and the Board shall approve the final selection of the candidate. The Board shall also fix the compensation to be paid to the School Business Administrator/Board Secretary.

Duties

The School Business Administrator/Board Secretary shall strive to achieve district goals for students by providing leadership and supervision in the district program of fiscal management and in other assigned programs, and by acting as a proper model for staff and students both in and outside the school district.

In order to achieve the functions of the position, the School Business Administrator/Board Secretary shall work cooperatively with the district administrative staff to:

- A. Establish and maintain long-range and other fiscal plans;
- B. Prepare the annual budget based upon district resources and needs;
- C. Insure that all district fiscal, insurance, custodial-maintenance, food, technology and transportation services comply with the policies of the Board and the regulations of the district;
- D. Insure the proper functioning and evaluation of district personnel assigned to his or her areas of responsibility;
- E. Manage efficiently the district systems of accounting, purchasing, investment, insurance, plant construction, plant operation and maintenance, transportation, and food services;
- F. Strive to increase the capability of the staff assigned to his or her area of responsibility through consultation and in-service training;
- G. Analyze the effectiveness of district programs in his or her area of responsibility and recommend changes in program direction, staffing, or management strategies as necessary;



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1320

Employment and Duties of the Business Administrator/Board Secretary

M

- H. Strive to increase the efficient use of district resources in his or her area of responsibility;
- I. Help to interpret the budget and the district affairs under his or her supervision to interested members of the school district community;
- J. Strive to develop personal capabilities in financial strategies and supervisory methods;
- K. Strive to conduct himself or herself in a proper manner at all times;
- L. Be responsible for the conduct of all duties legally assigned to his or her position including;
 - 1. Providing adequate notice of all public meetings of the Board to the members and to those requesting notice in accordance with law, N.J.S.A. 10:4-8d, 10:4-19, 18A:10-4, 18a:17-7;
 - 2. Recording the minutes of all proceedings of the Board and the results of annual or special school elections, N.J.S.A. 18A:17-7;
 - 3. Posting and giving notice of annual and special elections, N.J.S.A. 18A:17-7;
 - 4. Performing all duties concerning the conduct of school elections, N.J.S.A. 18A:14-1 et seq.;
 - 5. Examining and auditing all accounts and demands against the Board, presenting them to the Board at its meetings, indicating the Board's approval and sending them to the Treasurer for payment, N.J.S.A. 18A:17-8, 18A:19-4;
 - 6. Keeping accounts of the district's financial transactions including a correct detailed accounting of all expenditures, N.J.S.A. 18A:17-8;
 - 7. Reporting to the Board at each regular meeting, but not more often than once per month, the amount of the total appropriations and cash receipts for each account, and the amounts of warrants drawn against each account, and the amounts of orders or contractual obligations incurred and chargeable against each account, N.J.S.A. 18A:17-9;
 - 8. Keeping all contracts, records, and documents belonging to the Board, N.J.S.A. 18A:17-9;
 - 9. Giving the Board a detailed report of its financial transactions at the close of each fiscal year and filing a copy with the Executive County Superintendent, N.J.S.A. 18A:17-10;



CLINTON TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION

1320

Employment and Duties of the Business Administrator/Board Secretary

V

- 10. Reporting to the Commissioner annually the amount of unpaid school debt, the interest rate payable, the dates of issue, and the due dates of bonds or other indebtedness, N.J.S.A. 18A:17-12;
- 11. Preparing a summary of the annual audit and recommendations prior to the meeting of the Board to act thereon and supplying copies of the summary to interested persons, N.J.S.A. 18A:23-4;
- 12. Subscribe to bonds, notes, contracts, and other legal instruments of the Board for which the signature of the Secretary is required, N.J.S.A. 18A:24-32;
- 13. Sign all school district warrants and certify the payroll, N.J.S.A. 18A:19-1, 19-9.

M. Perform such other duties as may be required by the Board or chief school administrator. The School Business Administrator/Board Secretary shall be directly responsible to the chief school administrator for the performance of his or her assigned duties and responsibilities as School Business Administrator and to the Board for the performance of his or her legal duties as Board Secretary.

Evaluation of the Business Administrator/Board Secretary

The Superintendent will annually evaluate the performance of duties assigned to the Business Administrator/Board Secretary for the conduct of all business administration functions and Board secretarial duties in the district. This evaluation shall assess the proper discharge the responsibilities detailed in the job description and include a professional development plan. The Superintendent may, in his/her discretion, consult with staff members assigned to work with the School Business Administrator.

Procedures for the evaluation of the Business Administrator/Board Secretary may include, but are not limited to, an informal conference with the School Business Administrator/Board Secretary for the purpose of discussing his or her job performance, a written evaluation report to which the Business Administrator/Board Secretary may add comments, and the establishment of a written plan for performance improvement and growth.

Adopted: July 26, 2010
Review/Update: November 2015
Readopted: May 9, 2016



CLINTON TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION
1400
Job Descriptions
M

JOB DESCRIPTIONS

The Board of Education shall adopt job descriptions for the position of Superintendent, School Business Administrator/Board Secretary, and each supervisory position. The Superintendent shall prepare, approve, and disseminate to the Board job descriptions for all other employment positions created by the Board.

All job descriptions will be written and will be based on the outcome and process goals developed by the Board and, as appropriate to the position, on program objectives. Each job description will specify:

- 1. The qualifications and specific certificate and endorsement required for the position;
- 2. The functions, duties, and responsibilities of the position;
- 3. The extent and the limits of the position holder's authority;
- 4. The work relationships between the position holder and other employees of the district; and
- 5. Any background experiences, personal qualities, and individual achievements that the Board prefers in a person appointed to the position.

Job descriptions will be reviewed periodically.

N.J.A.C. 6A:32-4.1; 6A:32-4.4; 6A:32-4.5; 6A:32-5.1

Adopted: 26 July 2010



CLINTON TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION
1522
Research, Evaluation, and Planning
M

RESEARCH, EVALUATION, AND PLANNING

As required by law, the Superintendent shall annually direct development or review of district long- and short-range goals and the plan of action to attain them. Objectives shall be developed with community participation and approved by the Board Education; the plan of action shall be prepared in consultation with teaching staff members. The district's plans shall be discussed at a public meeting before the date required by law.

Further, the Superintendent shall coordinate continual research and evaluation of programs and facilities. The master plan shall be studied and revised periodically to keep it in accord with the changing circumstances and aspirations of the district.

State Monitoring

The Superintendent shall ensure and coordinate the District Performance Review every three years, in compliance with New Jersey Quality Single Accountability Continuum (NJQSAC). Upon completion of the district's conduct of the District Performance Review, the Board shall fix a date, place and time for the holding of a public meeting for approval by Board resolution. The Board shall comply with meeting procedures specified in N.J.A.C. 6A:30-3.2.

Planning at the School Level

The Principal of each school in the district shall coordinate the development and implementation of a two-year school-level plan based on school report card data. This plan shall include student performance objectives, a review of progress by teaching and administrative staff, and the involvement of parents.

The performance objectives shall be based on student achievement behavior standards as defined in the administrative code. At least once per semester, the Principal of each school shall conduct meetings by grade level, department, team or similarly appropriate group to review each school plan. The review shall include:

- A. School report card data;
- B. Progress toward achieving student performance objectives;
- C. Progress student achievement of the New Jersey Student Learning Standards.



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Research, Evaluation, and Planning
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The Superintendent will supervise the preparation and timely submission of accurate reports in order to ensure compliance with all federal, state, county and local laws and regulations, Board policies, contract terms and conditions. The Superintendent will promptly prepare and file updates and revisions to reports whenever new information becomes available that would require that an amended report be submitted. The Superintendent may delegate the preparation and revision of reports to other employees of the Board. However, the Superintendent retains final responsibility for the action taken when tasks are delegated. If the revisions and corrections are so significant as to compromise the basic integrity of the report, the Superintendent will inform the Board President in order that appropriate corrective action may be taken by the Board.

Adopted: July 26, 2010

Review/Update: November 2015

Readopted: May 9, 2016



CLINTON TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION
1581
Victim of Domestic or Sexual Violence Leave

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VICTIM OF DOMESTIC OR SEXUAL VIOLENCE LEAVE

In accordance with the provisions of N.J.S.A. 34:11C-1 et seq., an employee who was a victim of an incident of domestic violence as defined in Section 3 of P.L.1991, c.261 (C2.C:25-19) or a sexually violent offense as defined in Section 3 of P.L.1998, c.71 (C30:4-27.26), or whose child, parent, spouse, domestic partner, or civil union partner was a victim shall be entitled to unpaid leave of no more than twenty days in one twelve-month period, to be used in the twelve-month period following any incident of domestic violence or any sexually violent offense as provided in N.J.S.A. 34:11C-1 et seq.

For the purposes of N.J.S.A. 34:11C-1 et seq. and this Policy, an "employee" means a person who is employed for at least twelve months by the Board of Education, with respect to whom benefits are sought under N.J.S.A. 34:11C-1 et seq. - "NJ SAFE Act" for not less than 1,000 hours during the immediately preceding twelve-month period.

For the purposes of N.J.S.A. 34:11C-3 et seq. and this Policy, each incident of domestic violence or any sexually violent offense shall constitute a separate offense for which an employee is entitled to unpaid leave, provided the employee has not exhausted the allotted twenty days for the twelve-month period. The unpaid leave may be taken intermittently in intervals of not less than one day, as needed for the purpose of engaging in any of the following activities as they relate to the incident of domestic violence or a sexually violent offence:

- 1. Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexutal violence to the employee or the employee's child, parent, spouse, domestic partner, or civil union partner;
- 2. Obtaining services from a victim services organization for the employee or the employee's child, parent, spouse, domestic partner, or civil union partner;
- 3. Obtaining psychological or other counseling for the for the employee's child, parent, spouse, domestic partner, or civil union partner;
- 4. Participating in safety planning, temporaroty or permanelty relocation, or taking other actions to increase the safety of the employee or the employee's child, parent, spouse, domestic partner, or civil union partner from future domestic or sexual violence or to ensure economic security;
- 5. Seeking legal assisantce or remedies to ensure the health and safety of the employee or the employee's child, parent, spouse, domestic partner, or civil union partner, including preparing for, or participaing in, any civil or criminal legal proceeding related to or derived from domestic or sexual violence; or



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6. Attending, participating in, or preparing for a criminal or civile court proceeding relating to an incendent of domestice or sexual violence of which the employee or the employee's child, parent, spouse, domestic partner, or civil union partner, was a victim.

An eligible employee may elect, or the Board of Education may require the employee, to use any of the accrued paid vacation leave, personal leave, or medical or sick leave (in accordance with the provisions of N.J.S.A 18A:30-1) during any part of the twenty day period of unpaid leave provided under N.J.S.A. 34:11C-1 et seq. In such case, any paid leave provided by the Board, and accrued pursuant to established policies of the Board, shall run concurrently with the unpaid leave provided under N.J.S.A. 34:11C-1 et seq. and, accordingly, the employee shall receive pay pursuant to the Board's applicable paid leave policy during the period otherwise unpaid leave. If an employee request leave for a reason covered by both N.J.S.A. 34:11C-1 et seq. and the "Family Leave Act," P.L.1989, c.261 (C.34:11B-1 et seq.) or the Federal "Family and Medical Leave Act of 1993," PUB.L.103-3 (29 U.S.C. & 2601 et seq.).

Prior to taking this leave an employee shall, if necessity for the leave is foreseeable, provide the Superintendent of School with written notice of the need for the leave. The notice shall be provided as far in advance as is reasonable and practical under the circumstances.

Nothing contained in N.J.S.A. 34:11C-1 et seq. and this Policy shall be construed to prohibit the Superintendent from requiring that a period of this leave be supported by the employee with documentation of the domestic violence or a sexually violent offense which is the basis for the leave. If documentation is required, the employee shall be regarded as having provided sufficient documentation if the employee provides one or more of the following:

- 1. A domestic violence restraining order or other documentation of equitable relief issued by a court of competent jurisdiction;
- 2. A letter or other written documentation from the county or municipal prosecutor documenting the domestic violence or a sexually violent offense;
- 3. Documentation of the conviction of a person for the domestic violence or a sexually violent offense;
- 4. Medical documentation of the domestic violence or a sexually violent offense;
- 5. Certification from a certified Domestic Violence Specialist or the director of a designated domestic violence agency or Rape Crisis Center, stating that the employee or



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employee's child, parent, spouse, domestic partner, or civil union partner is a victim of domestic violence or a sexually violent offense; or

6. Other documentation or certification of the domestic violence or a sexually violent offense provided by a social worker, member of the clergy, shelter worker, or other professional who has assisted the employee or employee's child, parent, spouse, domestic partner, or civil union partner in dealing with the domestic violence or sexually violent offenses.

For the purposes of N.J.S.A. 34:11C-1 et seq. and this Policy, "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; and "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.

For the purposes of N.J.S.A. 34:11C-1 et seq. and this Policy, "Rape Crisis Center" means an office, institution, or center offering assistance to victims of sexual offenses through crisis intervention, medical and legal information, and follow-up counseling.

The Board shall display conspicuous notice of its employees' rights and obligations pursuant to the provisions of N.J.S.A. 34:11C-1 et seq., in such form and in such manner as the Commissioner of Labor and Workforce Development shall prescribe, and use other appropriate means to keep its employees so informed.

No provision of N.J.S.A. 34:11C-1 et seq. and this Policy shall be construed as requiring or permitting the Board to reduce employment benefits provided by the Board or required by a collective bargaining agreement which are in excess of those required by N.J.S.A. 34:11C-1 et seq. Nor shall any provision of N.J.S.A. 34:11C-1 et seq. be construed to prohibit the negotiation and provision through collective bargaining agreements of leave policies or benefit programs which provide benefits in excess of those required by N.J.S.A. 34:11C-1 et seq. This provision shall apply irrespective of the date that a collective bargaining agreement takes effect.

Nothing contained in N.J.S.A. 34:11C-1 et seq. and this Policy shall be construed as permitting the Board to:



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- 1. Rescind or reduce any employment benefit accrued prior to the date on which the leave taken pursuant to N.J.S.A. 34:11C-1 et seq. commenced; or
- 2. Rescind or reduce any employment benefit, unless the rescission or reduction of the benefit is based on changes that would have occurred if an employee continued to work without taking the leave provided pursuant to N.J.S.A. 34:11C-1 et seq.

All information and/or documentation provided to the Board or Superintendent of Schools pursuant to N.J.S.A. 34:11C-1 et seq., any information regarding a leave taken pursuant to N.J.S.A. 34:11C-1 et seq., and any failure of an employee to return to work, shall be retained in the strictest confidentiality, unless the disclosure is voluntarily authorized in writing by the employee or is required by a Federal or State law, rule, or regulation.

The Board of Education shall not discharge, harass or otherwise discriminate or retaliate or threaten to discharge, harass or otherwise discriminate or retaliate against an employee with respect to the compensation, terms, conditions or privileges of employment on the basis that the employee took or requested any leave to which the employee was entitled pursuant to N.J.S.A. 34:11C-3 or on the basis that the employee refused to authorize the release of information deemed confidential pursuant to N.J.S.A. 34:11C-3.f.

N.J.S.A. 34:11C-1 et seq.

Adopted:

June 23, 2014



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ADMINISTRATION

1613

Disclosure and Review of Applicant's Employment History

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DISCLOSURE AND REVIEW OF APPLICANT'S EMPLOYMENT HISTORY

A school district, charter school, nonpublic school, or contracted service provider holding a contract with a school district, charter school, or nonpublic school (hiring entity) shall not employ for pay or contract for the paid services of any person serving in a position which involves regular contact with students unless the hiring entity complies with the requirements of N.J.S.A. 18A:6-7.6 et seq. and as outlined in Policy and Regulation 1613.

An applicant the hiring entity seeks to offer employment to and will fill a position which involves regular contact with students shall be required to provide their employment history pursuant to N.J.S.A. 18A:6-7.7.a.(1). The applicant shall also provide written authorization that consents to and authorizes the disclosure of information regarding the applicant's employment history and the release of related records by the applicant's current or former employer(s) regarding child abuse and/or sexual misconduct pursuant to N.J.S.A. 18A:6-7.7.a.(2). The applicant shall also provide a written statement as to whether the applicant has any employment history regarding child abuse or sexual misconduct pursuant to N.J.S.A. 18A:6-7.7.a.(3).

A hiring entity shall review an applicant's employment history as required in N.J.S.A. 18A:6-7.7.b. and if the hiring entity determines to continue the applicant's employment application process, the hiring entity shall contact those employers listed by the applicant and request confirmation of the information provided by the applicant pursuant to N.J.S.A. 18A:6-7.7.a.

Upon the hiring entity receiving and reviewing the information disclosed by the applicant's current and/or former employer(s), and finding an affirmative response to any of the inquiries required in N.J.S.A. 18A:7.7.b.(2), and if the hiring entity determines to continue with the applicant's job application process, the hiring entity shall make further inquiries of the applicant's current or former employer(s) to ascertain additional details regarding the information disclosed.

The failure of an employer to provide the information requested by the hiring entity pursuant to N.J.S.A. 18A:6-7.7.b. within a twenty-day timeframe may be grounds for the



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automatic disqualification of an applicant from employment with a hiring entity in accordance with N.J.S.A. 18A:6-7.9.c.

In accordance with the provisions of N.J.S.A. 18A:6-7.9.c., a hiring entity shall not be liable for any claims brought by an applicant who is not offered employment or whose employment is terminated because of any information received or due to the inability to conduct a full review of the applicant's employment history pursuant to N.J.S.A. 18A:6-7.7.

In accordance with the provisions of N.J.S.A. 18A:6-7.9.d., a hiring entity shall have the right to immediately terminate an individual's employment or rescind an offer of employment if the applicant is offered employment or commences employment following June 1, 2018 and information regarding the applicant's history of sexual misconduct or child abuse is subsequently discovered or obtained by the employer that the employer determines disqualifies the applicant or employee from employment under N.J.S.A. 18A:6-7.6 et seq. The termination of employment pursuant to N.J.S.A. 18A:6-7.9 shall not be subject to any grievance or appeals procedures or tenure proceedings pursuant to any collectively bargained or negotiated agreement or any law, rule, or regulation.

A hiring entity may employ or contract with an applicant on a provisional basis for a period not to exceed ninety days pending review of information received pursuant to N.J.S.A. 18A:6-7.7.b. provided the conditions outlined in N.J.S.A. 18A:6-7.10.b. are satisfied.

All requests for information sent to this school district, charter school, or nonpublic school from a hiring entity regarding a current or former employee in accordance N.J.S.A. 18A:6-7.6 et seq. shall be directed to the Superintendent or designee. The Superintendent or designee shall review the request for information and confirm the applicant's employment relationship and ensure the written authorization is in compliance with N.J.S.A. 18A:6-7.7.a.(2) prior to the release of information requested and the release of related records in accordance with N.J.S.A. 18A:6-7.6 et seq.

On or after June 1, 2018, a hiring entity may not enter into a collectively bargained or negotiated agreement, an employment contract, an agreement for resignation or termination, a severance agreement, or any other contract or agreement or take any action that is prohibited as outlined in N.J.S.A. 18A:6-7.12. Any provision of an employment contract or agreement for resignation or termination or a severance agreement that is



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executed, amended, or entered into after June 1, 2018 and that is contrary to N.J.S.A. 18A:6-7.6 et seq. shall be void and unenforceable.

Pursuant to N.J.S.A. 18A:6-7.11, information received by a school district, charter school, or nonpublic school under Policy and Regulation 1613 and N.J.SA. 18A:6-7.6 et seq. shall not be deemed a public record under N.J.S.A. 47:1A-1 et seq. or the common law concerning access to public records. A school district, charter school, or nonpublic school that provides information or records about a current or former employee or applicant shall be immune from criminal and civil liability for the disclosure of the information, unless the information or records provided were knowingly false.

N.J.S.A. 18A:6-7.6; 18A:6-7.7; 18A:6-7.8; 18A:6-7.9; 18A:6-7.10; 18A:6-7.11; 18A:6-7.12; 18A:6-7.13 New Jersey Department of Education Guidance and Resources to Assist with Pre-Employment Requirements of P.L. 2018, c.5. - June 25, 2018

Adopted:



CLINTON TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION
1620
Administrative Employment Contracts

ADMINISTRATIVE EMPLOYMENT CONTRACTS

The Executive County Superintendent shall review and approve all Superintendents' and school Business Administrators':

- A. New employment contracts, including contracts that replace expired contracts for existing tenured and non-tenured employees;
- B. Renegotiations, extensions, amendments, or other alterations of the terms of existing employment contracts that have been previously approved by the Executive County Superintendent; and
- C. Provisions for contract extensions where such terms were not included in the original employment contract or are different from the provisions contained in the original approved employment contract.

In counties where there is no Executive County Superintendent or acting Executive County Superintendent, the assistant Commissioner for field services shall review and approve all above contracts.

The contract review and approval shall take place prior to any required public notice and hearing pursuant to N.J.S.A. 18A:11-11 and prior to the Board approval and execution of those contracts to ensure compliance with all applicable laws, including but not limited to N.J.S.A. 18A:30-3.5, 18A:30-9, 18A:17-15.1 and 18A:11-12.

Although the public notice and public hearing requirements of N.J.S.A. 18A:11-11 do not apply to new contracts and contracts that replace expired contracts for existing employees in one of these positions, whether tenured or not tenured, the Board may issue a public notice and/or hold a public hearing on new contracts, including new contracts that replace expired contracts for existing tenured and non-tenured employees.

In connection with the Executive County Superintendent's review of the contract, the Board shall provide the Executive County Superintendent with a detailed statement setting forth the total cost of the contract for each applicable year, including salary, longevity (if applicable), benefits and all other emoluments.

Review and Approval



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Administrative Employment Contracts

The review and approval shall be consistent with the following additional standards:

- A. Contracts for each class of administrative position shall be comparable with the salary, benefits and other emoluments contained in the contracts of similarly credentialed and experienced administrators in other school districts in the region with similar enrollment, academic achievement levels and challenges, and grade span;
- B. No contract shall include provisions that are inconsistent with the travel requirements pursuant to N.J.S.A. 18A:11-12 including, but not limited to, the provisions for mileage reimbursement and reimbursement for meals and lodging in New Jersey. Any contractual provision that is inconsistent with law is superseded by the law;
- C. No contract shall include provisions for the reimbursement or payment of employee contributions that are either required by law or by a contract in effect in the district with other teaching staff members, such as payment of the employee's State or federal taxes, or of the employee's contributions to FICA, Medicare, State pensions and annuities (TPAF), life insurance, disability insurance (if offered), and health benefit costs;
- D. No contract shall contain a payment as a condition of separation from service that is deemed by the Executive County Superintendent to be prohibited or excessive in nature. The payment cannot exceed the lesser of the calculation of three months' pay for every year remaining on the contract with pro-ration for partial years, not to exceed twelve months, or the remaining salary amount due under the contract;
- E. No contract shall include benefits that supplement or duplicate benefits that are otherwise available to the employee by operation of law, an existing group plan, or other means; e.g., an annuity or life insurance plan that supplements or duplicates a plan already made available to the employee. Notwithstanding the provisions of this section, a contract may contain an annuity where those benefits are already contained in the existing contract between the employee and the district;
- F. Contractual provisions regarding accumulation of sick leave and supplemental compensation for accumulated sick leave shall be consistent with N.J.S.A. 18A:30-3.5. Supplemental payment for accumulated sick leave shall be payable only at the time of retirement and shall not be paid to the individual's estate or beneficiaries in the event of the individuals death prior to retirement. Pursuant to N.J.S.A. 18A:30-3.2, a new Board



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Administrative Employment Contracts

Education contract may include credit of unused sick leave in accordance with the new Board Education's policy on sick leave credit for all employees;

- G. Contractual provisions regarding accumulation of unused vacation leave and supplemental compensation for accumulated unused vacation leave shall be consistent with N.J.S.A. 18A:30-9. Contractual provisions for payments of accumulated vacation leave prior to separation can be included but only for leave accumulated prior to June 8, 2007 and remaining unused at the time of payment. Supplemental payments for unused vacation leave accrued consistent with the provisions of N.J.S.A. 18A:30-9 after June 8, 2007 as well as unused vacation leave accumulated prior to June 8, 2007 that has not been paid, shall be payable at the time of separation and may be paid to the individual's estate or beneficiaries in the event of the individual's death prior to separation;
- H. Contractual provisions that include a calculation of per diem for twelve month employees shall be based on a two hundred sixty day work year;
- I. No provision for a bonus shall be made except where payment is contingent upon achievement of measurable specific performance objectives expressly contained in a contract approved pursuant to N.J.A.C. 6A:23A-3.1, where compensation is deemed reasonable relative to the established performance objectives, and achievement of the performance objectives has been documented to the satisfaction of the Board Education;
- J. No provision for payment at the time of separation or retirement shall be made for work not performed except as otherwise authorized above;
- K. No contract shall include a provision for a monthly allowance except for a reasonable car allowance. A reasonable car allowance cannot exceed the monthly cost of the average monthly miles traveled for business purposes multiplied by the allowable mileage reimbursement pursuant to applicable law and regulation and NJOMB circulars. If such allowance is included, the employee cannot be reimbursed for business travel mileage nor assigned permanently a car for official district business. Any provision of a car for official district business must conform with N.J.A.C. 6A:23A-6.12 and be supported by detailed justification. No contract can include a provision of a dedicated driver or chauffer;
- L. All Superintendent contracts shall include the required provision pursuant to N.J.S.A. 18A:17-51 which states that in the event the Superintendent's certificate is revoked, the contract is null and void.



CLINTON TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION

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Administrative Employment Contracts

Any actions by the Executive County Superintendent undertaken pursuant to N.J.A.C. 6A:23A-2.1 and this policy may be appealed to the Commissioner Education pursuant to the procedures set forth at N.J.A.C. 6A:3.

Adopted: July 26, 2010

Review/Update: November 2015

Readopted: May 9, 2016



CLINTON TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION 1642 Earned Sick Leave Law M

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.



CLINTON TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION 1642 Earned Sick Leave Law M

The employer will provide an employee with the full complement of earned sick leave for a benefit year as required 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.

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

Immediately upon employment, but no longer than 120 calendar days after employment commences.

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 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.

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



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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."

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:



CLINTON TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION
1700
Administrative Leeway in Absence of Board Policy

ADMINISTRATIVE LEEWAY IN ABSENCE OF BOARD POLICY

In cases where immediate action must be taken within the school system when the Board has provided no guidelines for administrative action, the Superintendent shall have the power to act, but his/her decision shall be subject to review by the Board at its next regular meeting.

It shall be the duty of the Superintendent to inform the Board promptly of such action and of the need for policy.

Adopted: 5/9/16

Review/Update: November 2016

Readopted: 10/23/17

