

POLICY

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District Organization

1100 DISTRICT ORGANIZATION

The Board of Education directs the establishment and implementation of an organizational plan for the management and control of school district operations. The plan will require the identification and resolution of problems at appropriate organizational levels. All references to school district administrators in policies or regulations shall be construed to mean that administrator or his or her designee.

All members and employees of this Board are directed to observe faithfully the chain of communications established by the district organizational plan. In general, a problem should be identified and its resolution attempted at the level most immediate to the problem's origin. When a resolution cannot be found at that level, remedy may be sought through appropriate resolution and remediation procedures.

The Board expressly disapproves of any attempt to expedite the resolution of a problem by disregard of the organizational plan and the appropriate processes. A staff member's persistent disregard for the established management organization of this district in violation of this policy will be considered an act of insubordination subject to discipline.

N.J.S.A. 18:11-1; 18A:27-4

Adopted: 3 May 2004
Revised:



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Staff Liaison Committees

1130 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 or she may deem necessary.

Adopted: 3 May 2004



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Board-Superintendent Relations

1210 BOARD-SUPERINTENDENT RELATIONS

The Board of Education believes that it is the primary duty of the Board to establish policies and the primary duty of the Superintendent to implement and administer those policies.

The Superintendent, as chief administrative officer of the school district, is the primary professional advisor to the Board. Policy should not be adopted or revised without consultation with the Superintendent.

The Superintendent is responsible for the development, supervision and operation of the school program and facilities and will be given latitude to implement and administer policies in accordance with such standards as may have been set forth in the policies. The Superintendent will discharge his or her responsibility in part through the establishment and promulgation of Administrative regulations.

In evaluating the effectiveness of Board policy in meeting the goals of the district, the Board will request the Superintendent to make appropriate inquiries, investigations and reports

Adopted: 3 May 2004

Revised:



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Employment of Chief School Administrator

1220 EMPLOYMENT OF CHIEF SCHOOL ADMINISTRATOR

The Board of Education vests the primary responsibility for the administration of this school district in a Superintendent of Schools and recognizes the appointment of a person to that office is one of the most important functions this Board can perform. The Superintendent shall have a seat on the Board of Education and the right to speak on matters at meetings of the Board (pursuant to N.J.S.A. 18A:17-20.a or N.J.S.A. 18A:17-20.b), but shall have no vote.

Recruitment Procedures

The Board shall actively seek the best qualified and most capable candidate for the position of Superintendent. The Board may use a consultant service to assist in the recruitment process. Recruitment procedures may include, but are not limited to, the following activities:

1. The preparation of a new or a review of an existing written job description;
2. Preparation of informative material describing the school district and its educational goals and objectives;
3. Where feasible, the opportunity for applicants to visit the district;
4. Establish an interview process that encourages the candidate and the Board members to have a meaningful discussion of the school district's needs and expectations. The Board members shall review and discuss the candidate's credentials, qualifications, educational philosophy, and other qualities and expertise he/she can offer to the district;
5. Solicitation of applications from a wide geographical area; and
6. Strict compliance with law and Policy No. 1530 on equal employment opportunity.



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Qualifications

The candidate must possess or be eligible for a valid New Jersey administrative certificate endorsed for school administrator or a provisional school administrator's endorsement in accordance with N.J.A.C. 6A:9-12.4 et seq. and must qualify for employment following a criminal history record check.

The candidate shall meet criteria established by the Board.

Employment Contract

A person appointed Superintendent must enter an employment contract with the Board. An employment contract for the Superintendent of Schools shall be reviewed and approved by the Executive County Superintendent in accordance with the provisions of N.J.A.C. 6A:23A-3.1 and Policy 1620. Any actions by the Executive County Superintendent undertaken pursuant to N.J.A.C. 6A:23A-3.1 may be appealed to the Commissioner pursuant to the procedures set forth in N.J.A.C. 6A:3.

The employment contract with the Superintendent must be approved with a recorded roll call majority vote of the full membership of the Board at a public Board meeting.

In the event there is a Superintendent vacancy at the expiration of the existing contract, only the Board seated at the time of the expiration of the current Superintendent's contract may appoint and approve an employment contract for the next Superintendent.

In the event there is a Superintendent vacancy prior to the expiration of the existing contract, the Board seated at the time the position becomes vacant may appoint and approve an employment contract for the next Superintendent.

The contract for the Superintendent who does not acquire tenure, but who holds tenure during the term of his/her employment contract will include: a term of not less than three nor more than five years and expiring July 1; a beginning and ending date; the salary to be paid and benefits to be received; a provision for termination of the contract by the Superintendent; an evaluation process pursuant to N.J.S.A. 18A:17-20.3; and other terms agreed to between the Board and the Superintendent.



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During the term of the contract, the Superintendent shall not be dismissed or reduced in compensation except for inefficiency, incapacity, conduct unbecoming a Superintendent, or other just cause and only by the Commissioner of Education pursuant to the tenure hearing laws.

At the conclusion of the term of the initial contract or of any subsequent contract, in accordance with N.J.S.A. 18A:17-20.1, the Superintendent shall be deemed reappointed for another contracted term of the same duration as the previous contract unless either: the Board by contract reappoints the Superintendent for a different term which shall not be less than three nor more than five years, in which event reappointments thereafter shall be deemed for the new term unless a different term is again specified; or the Board notifies the Superintendent in writing the Superintendent will not be reappointed at the end of the current term, in which event his/her employment shall cease at the expiration of that term. In the event the Board notifies the Superintendent he/she will not be reappointed, the notification shall be given prior to the expiration of the first or any subsequent contract by a length of time equal to thirty days for each year in the term of the current contract.

Pursuant to N.J.S.A. 18A:20.2a, the Board shall submit to the Commissioner for prior approval an early termination of employment agreement that includes the payment of compensation as a condition of separation. In accordance with N.J.S.A. 18A:17-20.2a, compensation includes, but is not limited to, salary, allowances, bonuses and stipends, payments of accumulated sick or vacation leave, contributions toward the costs of health, dental, life, and other types of insurance, medical reimbursement plans, retirement plans, and any in-kind or other form of remuneration.

An early termination of an employment agreement shall be limited in its terms and conditions as outlined in N.J.A.C. 6A:23A-3.2. The Commissioner shall evaluate such agreements in accordance with the provisions of N.J.S.A. 18A:17-20.2a and N.J.A.C. 6A:23A-3.2 and has the authority to disapprove the agreement. The agreement shall be submitted to the Commissioner by the district by certified mail, return receipt requested. The determination shall be made within thirty days of the Commissioner's receipt of the agreement from the school district.



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Disqualification

Any candidate's misstatement of fact material to qualifications for employment or the determination of salary will be considered by this Board to constitute grounds for dismissal.

Certificate Revocation

In accordance with N.J.A.C. 6A:23A-3.1(e)(12), in the event the Superintendent's certificate is revoked, the Superintendent's contract is null and void.

N.J.S.A. 18A:16-1; 18A:17-15; 18A:17-20; 18A:17-20.1;
18A:17-20.2; 18A:17-20.2a; 18A:17-20.3

N.J.A.C. 6A:9-12.3; 6A:9-12.4; 6A:23A-3.1, 6A:23A-3.2

Cross reference: Policy Guide No. 1230

Adopted: 03 May 2004
Revised: 24 August 2009
Revised: 21 December 2009
Revised:



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Internal Controls

1570 INTERNAL CONTROLS

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

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

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



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Internal Controls

The school district shall establish Standard Operating Procedures (SOPs) for each task or function of the business operations of the district by July 1, 2009. The SOP Manual shall include sections on each routine task or function as outlined in N.J.A.C. 6A:23A-6.6(b) and 6A:23A-6.6(c). A standard operating procedure shall be established that ensures office supplies are ordered in appropriate quantities, maintained in appropriate storage facilities, and monitored to keep track of inventory.

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

The school district shall maintain an accurate, complete, and up-to-date automated position control roster to track the actual number and category of employees and the detailed information for each. Districts are required to maintain a position control roster by July 1, 2009. The position control roster shall share a common database and be integrated with the district's payroll system, agree to the account codes in the budget software, and ensure that the data within the position control roster system includes, at a minimum, the required information as required in N.J.A.C. 6A:23A-6.8(a)3. N.J.A.C. 6A:23A-6.4; 6A:23A-6.5; 6A:23A-6.6; 6A:23A-6.7; 6A:23A-6.8

Adopted: 20 October 2008
Revised:



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Administrative Employment Contracts

1620 ADMINISTRATIVE EMPLOYMENT CONTRACTS

The Executive County Superintendent shall review and approve for all Superintendents, Deputy Superintendents, Assistant Superintendents, and School Business Administrators in school districts, county vocational school districts, county special services school districts and other districts, except charters, within the County under the supervision of the Executive County Superintendent:

1. New employment contracts, including contracts that replace expired contracts for existing tenured and non-tenured employees;
2. Renegotiations, extensions, amendments, or other alterations of the terms of existing employment contracts that have been previously approved by the Executive County Superintendent; and
3. 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.

The public notice and public hearing required pursuant to N.J.S.A. 18A:11-11 is applicable to a Board that renegotiates, extends, amends, or otherwise alters the terms of an existing contract with the Superintendent of Schools, Deputy Superintendent, Assistant Superintendents, or School Business Administrator.

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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.

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

1. 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.
2. 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 superceded by the law.
3. 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.
4. 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.

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Administrative Employment Contracts

5. 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.
6. 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 individual's death prior to retirement. Pursuant to N.J.S.A. 18A:30-3.2, a new Board of Education contract may include credit of unused sick leave in accordance with the new Board of Education's policy on sick leave credit for all employees.
7. 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.
8. Contractual provisions that include a calculation of per diem for twelve month employees shall be based on a two hundred sixty day work year.

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9. 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 of Education.
10. No provision for payment at the time of separation or retirement shall be made for work not performed except as otherwise authorized above.
11. 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 chauffeur.
12. 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.

Any actions by the Executive County Superintendent undertaken pursuant to N.J.A.C. 6A:23-3.1 and this Policy may be appealed to the Commissioner of Education pursuant to the procedures set forth at N.J.A.C. 6A:3. N.J.A.C. 6A:23A-3.1

Adopted: 20 October 2008
Revised:

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Residency Requirement for Person Holding School
District Office, Employment, or Position

1631 RESIDENCY REQUIREMENT FOR PERSON HOLDING SCHOOL DISTRICT OFFICE, EMPLOYMENT, OR POSITION

Every person holding an office, employment, or position in a school district shall have his or her principal residence in New Jersey in accordance with the provisions of N.J.S.A. 52:14-7.

For the purpose of this Policy, "school district" means any local or regional school district established pursuant to Chapter 8 or Chapter 13 of Title 18A of the New Jersey Statutes and any jointure commission, county vocational school, county special services district, educational services commission, educational research and demonstration center, environmental education center, and educational information and resource center.

For the purpose of this Policy, a person may have at most one principal residence and the State of a person's principal residence means the State where the person spends the majority of his or her nonworking time, which is most clearly the center of his or her domestic life, and which is designated as his or her legal address and legal residence for voting. Having a home in New Jersey is not significant enough by itself to meet the principal residence requirement of the law. The fact that a person is domiciled in New Jersey shall not by itself satisfy the requirement of principal residency.

A person, regardless of the office, employment, or position, who holds an office, employment, or position in the school district on September 1, 2011, but does not have his or her principal residence in New Jersey on September 1, 2011, shall not be subject to this residency requirement of N.J.S.A. 52:14-7 while the person continues to hold office, employment, or position without a break in public service of greater than seven days.

A person may request an exemption from the provisions of N.J.S.A. 52:14-7 on the basis of critical need or hardship. The request shall be made to a five-member committee established in accordance with the provisions of N.J.S.A. 52:14-7 to consider applications for such exemptions. The decision on whether to approve an application from any person shall be made by a majority vote of the members of the committee, and those voting in the affirmative shall so sign the approved application. If the committee fails to act on an application within thirty days after the receipt thereof, no exemption shall be granted and the residency requirement of N.J.S.A. 52:14-7 shall be operative.



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Residency Requirement for Person Holding School District Office, Employment, or Position

Any person holding or attempting to hold an office, employment, or position in violation of N.J.S.A. 52:14-7 shall be considered as illegally holding or attempting to hold the office, employment, or position; however, the person shall have one year from the time of taking the office, employment, or position to satisfy the requirement of principal residency. If such person fails to satisfy the requirement of principal residency as defined in N.J.S.A. 52:14-7 after the 365-day period, that person shall be deemed unqualified for holding the office, employment, or position. The Superior Court shall, in a civil action in lieu of prerogative writ, give judgment of ouster against such person, upon the complaint of any officer or citizen of the State, provided that any such complaint shall be brought within one year of the alleged 365-day period of failure to have his or her principal residence in this State.

Notice of the residency requirements as outlined in N.J.S.A. 52:14-7 and this Policy should be provided to all existing persons holding office, employment, or a position in the school district and to candidates seeking to hold office, employment, or a position in the school district.

N.J.S.A. 52:14-7

Adopted:

