

[Second Reprint]

SENATE, No. 692

STATE OF NEW JERSEY
218th LEGISLATURE

PRE-FILED FOR INTRODUCTION IN THE 2018 SESSION

Sponsored by:

Senator M. TERESA RUIZ

District 29 (Essex)

Senator PAUL A. SARLO

District 36 (Bergen and Passaic)

Assemblywoman MILA M. JASEY

District 27 (Essex and Morris)

Assemblyman RALPH R. CAPUTO

District 28 (Essex)

Assemblyman JAMEL C. HOLLEY

District 20 (Union)

Co-Sponsored by:

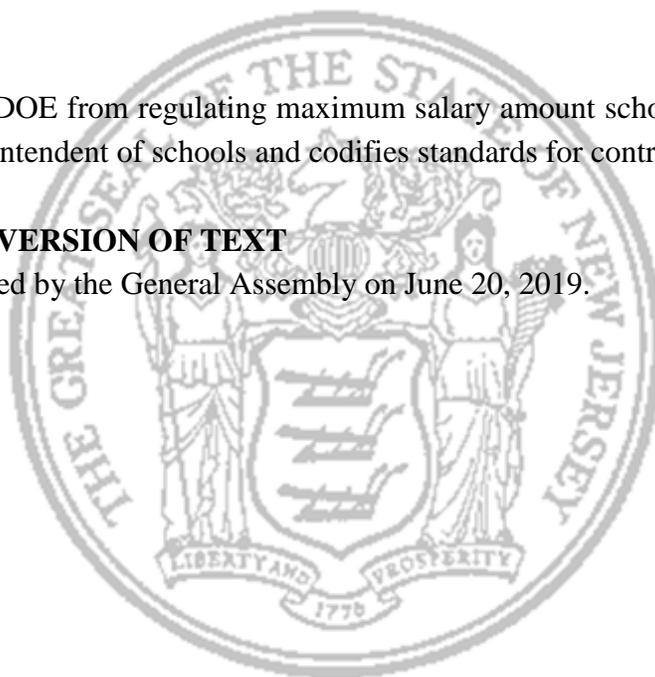
Senators Gill, Stack and Assemblyman McKeon

SYNOPSIS

Prohibits DOE from regulating maximum salary amount school district may pay its superintendent of schools and codifies standards for contract review.

CURRENT VERSION OF TEXT

As amended by the General Assembly on June 20, 2019.



(Sponsorship Updated As Of: 6/28/2019)

1 AN ACT concerning superintendents of schools, amending
2 N.J.S.18A:7-8, and supplementing ¹chapter 7 and¹ chapter 17 of
3 Title 18A of the New Jersey Statutes.

4
5 **BE IT ENACTED** by the Senate and General Assembly of the State
6 of New Jersey:

7
8 1. N.J.S.18A:7-8 is amended to read as follows:

9 18A:7-8. Each executive county superintendent shall:

10 a. Visit and examine from time to time all of the schools under
11 his general supervision and exercise general supervision over them
12 in accordance with the rules prescribed from time to time by the
13 State board;

14 b. Keep himself informed as to the management, methods of
15 instruction and discipline and the courses of study and textbooks in
16 use, the condition of the school libraries, and the condition of the
17 real and personal property, particularly in respect to the
18 construction, heating, ventilation and lighting of school buildings,
19 in the local districts under his general supervision, and make
20 recommendations in connection therewith;

21 c. Advise with and counsel the boards of education of the local
22 districts under his general supervision and of any other district of
23 the county when so requested, in relation to the performance of
24 their duties;

25 d. Promote administrative and operational efficiencies and cost
26 savings within the school districts in the county while ensuring that
27 the districts provide a thorough and efficient system of education;

28 e. Based on standards adopted by the commissioner,
29 recommend to the commissioner, who is hereby granted the
30 authority to effectuate those recommendations, that certain school
31 districts be required to enter arrangements with one or more other
32 school districts or educational services commissions for the
33 consolidation of the district's administrative services;

34 f. Recommend to the commissioner the elimination of laws the
35 executive county superintendent determines to be unnecessary State
36 education mandates, other than the categories of laws set forth in
37 section 3 of P.L.1996, c.24 (C.52:13H-3);

38 g. Eliminate districts located in the county that are not
39 operating schools on the effective date of P.L.2009, c.78 (C.18A:8-
40 43 et al.), in accordance with a plan and schedule included in the
41 plan submitted to and approved by the commissioner;

42 h. No later than three years following the effective date of
43 sections 42 to 58 of P.L.2007, c.63 (C.18A:7-11 et al.), recommend
44 to the commissioner a school district consolidation plan to eliminate

EXPLANATION – Matter enclosed in bold-faced brackets **[thus]** in the above bill is not enacted and is intended to be omitted in the law.

Matter underlined thus is new matter.

Matter enclosed in superscript numerals has been adopted as follows:

¹Assembly AED committee amendments adopted June 10, 2019.

²Assembly floor amendments adopted June 20, 2019.

1 all districts, other than county-based districts and other than
2 preschool or kindergarten through grade 12 districts in the county,
3 through the establishment or enlargement of regional school
4 districts. After the approval of the plan by the commissioner, the
5 executive county superintendent shall require each board of
6 education covered by a proposal in the plan to conduct a special
7 school election, at a time to be determined by the executive county
8 superintendent, and submit thereat the question whether or not the
9 executive county superintendent's proposal for the regionalization
10 of the school district shall be adopted. The question shall be
11 deemed adopted if it receives a vote in accordance with the
12 provisions of N.J.S.18A:13-5. If the question is adopted by the
13 voters, then the regional district shall be established or enlarged in
14 accordance with chapter 13 of Title 18A of the New Jersey Statutes;

15 i. Promote coordination and regionalization of pupil
16 transportation services through means such as reviewing bus routes
17 and schedules of school districts and nonpublic schools within the
18 county;

19 j. Review and approve **█**, according to standards adopted by
20 the commissioner, **█** all employment contracts for superintendents of
21 schools, assistant superintendents of schools, and school business
22 administrators in school districts within the county, prior to the
23 execution of those contracts. The review and approval of the
24 employment contracts shall be according to standards adopted by
25 the commissioner, provided that the standards shall not include
26 maximum salary amounts for superintendents of schools;

27 k. Request the commissioner to order a forensic audit and to
28 select an auditor for any school district in the county upon the
29 determination by the executive county superintendent, according to
30 standards adopted by the commissioner, that the accounting
31 practices in the district necessitate such an audit;

32 l. Review all school budgets of the school districts within the
33 county, and may, pursuant to section 5 of P.L.1996, c.138
34 (C.18A:7F-5), disapprove a portion of a school district's proposed
35 budget if he determines that the district has not implemented all
36 potential efficiencies in the administrative operations of the district
37 or if he determines that the budget includes excessive non-
38 instructional expenses. If the executive county superintendent
39 disapproves a portion of the school district's budget pursuant to this
40 paragraph, the school district shall deduct the disapproved amounts
41 from the budget prior to publication of the budget, and during the
42 budget year the school district shall not transfer funds back into
43 those accounts;

44 m. Permit a district to submit to the voters a separate proposal
45 or proposals for additional funds pursuant to paragraph (9) of
46 subsection d. of section 5 of P.L.1996, c.138 (C.18A:7F-5), only if:
47 (1) the district provides the executive county superintendent with
48 written documentation that the district has made efforts to enter into

- 1 shared arrangements with other districts, municipalities, counties,
2 and other units of local government for the provision of
3 administrative, business, purchasing, public and nonpublic
4 transportation, and other required school district services; (2) the
5 district certifies and provides written documentation that the district
6 participates in on-going shared arrangements; or (3) the district
7 certifies and provides written documentation that entering such
8 shared arrangements would not result in cost savings or would
9 result in additional expenses for the district;
- 10 n. Promote cooperative purchasing within the county of
11 textbooks and other instructional materials;
- 12 o. Coordinate with the Department of Education to maintain a
13 real time Statewide and district-wide database that tracks the types
14 and capacity of special education programs being implemented by
15 each district and the number of students enrolled in each program to
16 identify program availability and needs;
- 17 p. Coordinate with the Department of Education to maintain a
18 Statewide and district-wide list of all special education students
19 served in out-of-district programs and a list of all public and private
20 entities approved to receive special education students that includes
21 pertinent information such as audit results and tuition charges;
- 22 q. Serve as a referral source for districts that do not have
23 appropriate in-district programs for special education students and
24 provide those districts with information on placement options in
25 other school districts;
- 26 r. Conduct regional planning and identification of program
27 needs for the development of in-district special education programs;
- 28 s. Serve as a liaison to facilitate shared special education
29 services within the county including, but not limited to direct
30 services, personnel development, and technical assistance;
- 31 t. Work with districts to develop in-district special education
32 programs and services including providing training in inclusive
33 education, positive behavior supports, transition to adult life, and
34 parent-professional collaboration;
- 35 u. Provide assistance to districts in budgetary planning for
36 resource realignment and reallocation to direct special education
37 resources into the classroom;
- 38 v. Report on a regular basis to the commissioner on progress in
39 achieving the goal of increasing the number of special education
40 students educated in appropriate programs with non-disabled
41 students;
- 42 w. Render a report to the commissioner annually on or before
43 September 1, in the manner and form prescribed by him, of such
44 matters relating to the schools under his jurisdiction as the
45 commissioner shall require; and
- 46 x. Perform such other duties as shall be prescribed by law.
- 47 Any budgetary action of the executive county superintendent
48 under this section may be appealed directly to the commissioner,

1 who shall render a decision within 15 days of the receipt of the
2 appeal. If the commissioner fails to issue a decision within 15 days
3 of the filing of an appeal, the budgetary action of the executive
4 county superintendent shall be deemed approved. The
5 commissioner shall by regulation establish a procedure for such
6 appeals.

7 Nothing in this section shall be construed or interpreted to
8 contravene or modify the provisions of the "New Jersey Employer-
9 Employee Relations Act," P.L.1941, c.100 (C.34:13A-1 et seq.), or
10 to limit or restrict the scope of negotiations as provided pursuant to
11 law, or to require an employer to enter into a subcontracting
12 agreement which affects the employment of any employee in a
13 collective bargaining unit represented by a majority representative
14 during the time that an existing collective bargaining agreement
15 with the majority representative is in effect.

16 Nothing in this section is intended to interfere with a school
17 district's ability to provide a thorough and efficient education.
18 (cf: P.L.2009, c.78, s.10)

19

20 2. (New section) The Department of Education shall not
21 regulate the maximum salary amount a board of education may
22 provide to a superintendent of schools pursuant to an employment
23 contract.

24

25 ¹3. (New section) The review and approval of the employment
26 contracts of superintendents of schools, assistant superintendents, and
27 school business administrators conducted by the executive county
28 superintendent pursuant to subsection j. of N.J.S.18A:7-8 shall be
29 consistent with the following standards:

30 a. Contracts for each class of administrative position shall be
31 comparable with the salary, benefits, and other emoluments contained
32 in the contracts of similarly credentialed and experienced
33 administrators in other school districts in the region with similar
34 enrollment, academic achievement levels and challenges, and grade
35 span.

36 b. No contract shall include provisions inconsistent with the travel
37 requirements established pursuant to section 15 of P.L.2007, c.53
38 (C.18A:11-12) and ²[State Board of Education] applicable²
39 regulations including, but not limited to, the provisions for mileage
40 reimbursement and reimbursement for meals and lodging in New
41 Jersey. Any contractual provision that is inconsistent with law shall be
42 superseded by the law.

43 c. No contract shall include provisions for the reimbursement or
44 payment of employee contributions that are either required by law or
45 by a contract in effect in the school district with other teaching staff
46 members, such as payment of the employee's State or federal taxes, or
47 of the employee's contributions to FICA, Medicare, State pensions and

- 1 annuities, life insurance, disability insurance, if offered, and health
2 benefit costs.
- 3 d. No contract shall contain a payment as a condition of
4 separation from service that is deemed by the executive county
5 superintendent to be prohibited or excessive in nature. The payment
6 shall not exceed the lesser of the calculation of three months' pay for
7 every year remaining on the contract with proration for partial years,
8 not to exceed 12 months, or the remaining salary amount due under the
9 contract.
- 10 e. No contract shall include benefits that supplement or duplicate
11 benefits that are otherwise available to the employee by operation of
12 law, an existing group plan, or other means, such as an annuity or life
13 insurance plan that supplements or duplicates a plan already made
14 available to the employee. Notwithstanding the provisions of this
15 subsection to the contrary, a contract may contain an annuity where
16 benefits are already contained in the existing contract between that
17 employee and the school district.
- 18 f. Contractual provisions regarding accumulation of sick leave
19 and supplemental compensation for accumulated sick leave shall be
20 consistent with the provisions of section 44 of P.L.2007, c.92
21 (C.18A:30-3.5) and section 3 of P.L.2010, c.3 (C.18A:30-3.6).
22 Supplemental payment for accumulated sick leave shall be payable
23 only at the time of retirement and shall not be paid to the individual's
24 estate or beneficiaries in the event of the individual's death prior to
25 retirement. Pursuant to N.J.S.18A:30-3.2, a new district board of
26 education contract may include credit of unused sick leave days in
27 accordance with the new district board of education's policy on sick
28 leave credit for all employees.
- 29 g. Contractual provisions regarding accumulation of unused
30 vacation leave and supplemental compensation for accumulated
31 unused vacation leave shall be consistent with the provisions of section
32 46 of P.L.2007, c.92 (C.18A:30-9). Contractual provisions for
33 payments of accumulated vacation leave prior to separation may be
34 included but only for leave accumulated prior to June 8, 2007, and
35 remaining unused at the time of payment. Supplemental payments for
36 unused vacation leave accrued consistent with the provisions of
37 section 46 of P.L.2007, c.92 (C. 18A:30-9) after June 8, 2007 and
38 unused vacation leave accumulated prior to June 8, 2007, that has not
39 been paid, shall be payable at the time of separation and may be paid
40 to the individual's estate or beneficiaries in the event of the individual's
41 death prior to separation.
- 42 h. Contractual provisions that include a calculation of per diem
43 for 12-month employees shall be based on a 260-day work year.
- 44 i. No provision for a merit bonus shall be made except where
45 payment is contingent upon achievement of quantitative merit criterion
46 or qualitative merit criterion:
- 47 (1) A contract may include no more than three quantitative merit
48 criteria and two qualitative merit criteria per contract year.

1 (2) The executive county superintendent shall approve or
2 disapprove the selection of quantitative merit and qualitative merit
3 criteria and the data that forms the basis of measuring the achievement
4 of quantitative merit and qualitative merit criteria.

5 (3) A contract may provide for merit bonuses in an amount not
6 exceeding 3.33 percent of annual salary for each quantitative merit
7 criterion achieved and 2.5 percent of annual salary for each qualitative
8 merit criterion achieved. Any merit bonus shall be considered "extra
9 compensation" for purposes of ²**[State Board of Education]**
10 applicable² regulations and shall not be cumulative.

11 (4) The district board of education shall submit to the executive
12 county superintendent a resolution certifying that a quantitative merit
13 criterion or a qualitative merit criterion has been satisfied and shall
14 await confirmation of the satisfaction of that criterion from the
15 executive county superintendent prior to payment of any merit bonus.

16 j. No provision for a bonus shall be made except where payment
17 is contingent upon achievement of measurable specific performance
18 objectives expressly contained in a contract approved pursuant to this
19 subsection, where compensation is deemed reasonable relative to the
20 established performance objectives and achievement of the
21 performance objectives has been documented to the satisfaction of the
22 district board of education.

23 k. No provision for payment at the time of separation or
24 retirement shall be made for work not performed except as otherwise
25 authorized pursuant to this section.

26 l. No contract shall include a provision for a monthly allowance
27 except for a reasonable car allowance. A reasonable car allowance
28 shall not exceed the monthly cost of the average monthly miles
29 traveled for business purposes multiplied by the allowable mileage
30 reimbursement pursuant to applicable law and regulation and the
31 Office of Management and Budget circulars. If an allowance is
32 included, the employee shall not be reimbursed for business travel
33 mileage or assigned permanently a car for official school district
34 business. Any provision of a car for official school district business
35 shall conform with ²**[State Board of Education]** applicable²
36 regulations and shall be supported by detailed justification. No
37 contract shall include a provision of a dedicated driver or chauffeur.

38 m. All superintendent contracts shall include the provision
39 required pursuant to section 7 of P.L.2007, c.53 (C.18A:17-15.1),
40 which states that in the event the superintendent's certificate is
41 revoked, the contract is null and void.

42 n. No contract shall include a provision for additional
43 compensation upon the acquisition of a graduate degree unless the
44 graduate degree is conferred by a regionally accredited college or
45 university as defined in ²**[State Board of Education]** applicable²
46 regulations. No contract shall include a provision for assistance,
47 tuition reimbursement, or additional compensation for graduate school
48 coursework unless the coursework culminates in the acquisition of a

1 graduate degree conferred by a regionally accredited college or
2 university as defined in ²**[State Board of Education]** applicable²
3 regulations.¹

4

5 ¹**[3.]** 4.¹ This act shall take effect immediately.