

CHAPTER 169

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

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

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

General powers and duties.

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

- a. Visit and examine from time to time all of the schools under his general supervision and exercise general supervision over them in accordance with the rules prescribed from time to time by the State board;
- b. Keep himself informed as to the management, methods of instruction and discipline and the courses of study and textbooks in use, the condition of the school libraries, and the condition of the real and personal property, particularly in respect to the construction, heating, ventilation and lighting of school buildings, in the local districts under his general supervision, and make recommendations in connection therewith;
- c. Advise with and counsel the boards of education of the local districts under his general supervision and of any other district of the county when so requested, in relation to the performance of their duties;
- d. Promote administrative and operational efficiencies and cost savings within the school districts in the county while ensuring that the districts provide a thorough and efficient system of education;
- e. Based on standards adopted by the commissioner, recommend to the commissioner, who is hereby granted the authority to effectuate those recommendations, that certain school districts be required to enter arrangements with one or more other school districts or educational services commissions for the consolidation of the district's administrative services;
- f. Recommend to the commissioner the elimination of laws the executive county superintendent determines to be unnecessary State education mandates, other than the categories of laws set forth in section 3 of P.L.1996, c.24 (C.52:13H-3);
- g. Eliminate districts located in the county that are not operating schools on the effective date of P.L.2009, c.78 (C.18A:8-43 et al.), in accordance with a plan and schedule included in the plan submitted to and approved by the commissioner;
- h. No later than three years following the effective date of sections 42 to 58 of P.L.2007, c.63 (C.18A:7-11 et al.), recommend to the commissioner a school district consolidation plan to eliminate all districts, other than county-based districts and other than preschool or kindergarten through grade 12 districts in the county, through the establishment or enlargement of regional school districts. After the approval of the plan by the commissioner, the executive county superintendent shall require each board of education covered by a proposal in the plan to conduct a special school election, at a time to be determined by the executive county superintendent, and submit thereat the question whether or not the executive county superintendent's proposal for the regionalization of the school district shall be adopted. The question shall be deemed adopted if it receives a vote in accordance with the provisions of N.J.S.18A:13-5. If the question is adopted by the voters, then the regional district shall be established or enlarged in accordance with chapter 13 of Title 18A of the New Jersey Statutes;

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

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

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

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

m. Permit a district to submit to the voters a separate proposal or proposals for additional funds pursuant to paragraph (9) of subsection d. of section 5 of P.L.1996, c.138 (C.18A:7F-5), only if: (1) the district provides the executive county superintendent with written documentation that the district has made efforts to enter into shared arrangements with other districts, municipalities, counties, and other units of local government for the provision of administrative, business, purchasing, public and nonpublic transportation, and other required school district services; (2) the district certifies and provides written documentation that the district participates in on-going shared arrangements; or (3) the district certifies and provides written documentation that entering such shared arrangements would not result in cost savings or would result in additional expenses for the district;

n. Promote cooperative purchasing within the county of textbooks and other instructional materials;

o. Coordinate with the Department of Education to maintain a real time Statewide and district-wide database that tracks the types and capacity of special education programs being implemented by each district and the number of students enrolled in each program to identify program availability and needs;

p. Coordinate with the Department of Education to maintain a Statewide and district-wide list of all special education students served in out-of-district programs and a list of all public and private entities approved to receive special education students that includes pertinent information such as audit results and tuition charges;

q. Serve as a referral source for districts that do not have appropriate in-district programs for special education students and provide those districts with information on placement options in other school districts;

r. Conduct regional planning and identification of program needs for the development of in-district special education programs;

s. Serve as a liaison to facilitate shared special education services within the county including, but not limited to direct services, personnel development, and technical assistance;

t. Work with districts to develop in-district special education programs and services including providing training in inclusive education, positive behavior supports, transition to adult life, and parent-professional collaboration;

u. Provide assistance to districts in budgetary planning for resource realignment and reallocation to direct special education resources into the classroom;

v. Report on a regular basis to the commissioner on progress in achieving the goal of increasing the number of special education students educated in appropriate programs with non-disabled students;

w. Render a report to the commissioner annually on or before September 1, in the manner and form prescribed by him, of such matters relating to the schools under his jurisdiction as the commissioner shall require; and

x. Perform such other duties as shall be prescribed by law.

Any budgetary action of the executive county superintendent under this section may be appealed directly to the commissioner, who shall render a decision within 15 days of the receipt of the appeal. If the commissioner fails to issue a decision within 15 days of the filing of an appeal, the budgetary action of the executive county superintendent shall be deemed approved. The commissioner shall by regulation establish a procedure for such appeals.

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

Nothing in this section is intended to interfere with a school district's ability to provide a thorough and efficient education.

C.18A:17-19.2 DOE not to regulate maximum salary of superintendent.

2. The Department of Education shall not regulate the maximum salary amount a board of education may provide to a superintendent of schools pursuant to an employment contract.

C.18A:7-8.1 Standards for review, approval of certain employment contracts.

3. The review and approval of the employment contracts of superintendents of schools, assistant superintendents, and school business administrators conducted by the executive county superintendent pursuant to subsection j. of N.J.S.18A:7-8 shall be consistent with the following 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 inconsistent with the travel requirements established pursuant to section 15 of P.L.2007, c.53 (C.18A:11-12) and applicable regulations 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 shall be 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 school 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, 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 shall not exceed the lesser of the calculation of three months' pay for every year remaining on the contract with proration for partial years, not to exceed 12 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, such as an annuity or life insurance plan that supplements or duplicates a plan already made available to the employee. Notwithstanding the provisions of this subsection to the contrary, a contract may contain an annuity where benefits are already contained in the existing contract between that employee and the school district.

f. Contractual provisions regarding accumulation of sick leave and supplemental compensation for accumulated sick leave shall be consistent with the provisions of section 44 of P.L.2007, c.92 (C.18A:30-3.5) and section 3 of P.L.2010, c.3 (C.18A:30-3.6). 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.18A:30-3.2, a new district board of education contract may include credit of unused sick leave days in accordance with the new district board of 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 the provisions of section 46 of P.L.2007, c.92 (C.18A:30-9). Contractual provisions for payments of accumulated vacation leave prior to separation may 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 section 46 of P.L.2007, c.92 (C.18A:30-9) after June 8, 2007 and 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 12-month employees shall be based on a 260-day work year.

i. No provision for a merit bonus shall be made except where payment is contingent upon achievement of quantitative merit criterion or qualitative merit criterion:

(1) A contract may include no more than three quantitative merit criteria and two qualitative merit criteria per contract year.

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

(3) A contract may provide for merit bonuses in an amount not exceeding 3.33 percent of annual salary for each quantitative merit criterion achieved and 2.5 percent of annual salary for each qualitative merit criterion achieved. Any merit bonus shall be considered "extra compensation" for purposes of applicable regulations and shall not be cumulative.

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

j. 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 this subsection, 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 district board of education.

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

l. No contract shall include a provision for a monthly allowance except for a reasonable car allowance. A reasonable car allowance shall not 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 the Office of Management and Budget circulars. If an allowance is included, the employee shall not be reimbursed for business travel mileage or assigned permanently a car for official school district business. Any provision of a car for official school district business shall conform with applicable regulations and shall be supported by detailed justification. No contract shall include a provision of a dedicated driver or chauffeur.

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

n. No contract shall include a provision for additional compensation upon the acquisition of a graduate degree unless the graduate degree is conferred by a regionally accredited college or university as defined in applicable regulations. No contract shall include a provision for assistance, tuition reimbursement, or additional compensation for graduate school coursework unless the coursework culminates in the acquisition of a graduate degree conferred by a regionally accredited college or university as defined in applicable regulations.

4. This act shall take effect immediately.

Approved July 19, 2019.