



STATE OF NEW JERSEY
DEPARTMENT OF EDUCATION

Executive County Superintendent Review of Administrator Contracts Q&A

This Q&A is to be used for the Executive County Superintendent required review and approval of administrator contracts pursuant to *N.J.S.A. 18A:7-8(j)* and the standards promulgated by the Commissioner for this review pursuant to *N.J.A.C. 6A:23A-3.1*.

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Contract Submission, Review and Approval

Q1. Which contracts must the Executive County Superintendent review/approve?

A1. Pursuant to *N.J.S.A.* 18A:7-8(j), the Executive County Superintendent (ECS) must review and approve, prior to district board of education approval, **all** employment contracts for the following positions: superintendent, deputy or assistant superintendent, and school business administrator. The ECS must also approve any contracts for interim, acting, or person otherwise serving in these positions pursuant to *N.J.A.C.* 6A:23A-3.1(a). This includes review and approval of the following:

1. all new employment contracts, including contracts that replace an expired contract for that employee (tenured and non-tenured);
2. all renegotiations, amendments, and other alterations of terms of existing contracts;
3. all employment contracts sharing superintendents or business administrators pursuant to *N.J.S.A.* 18A:17-24.1, et seq.

Q2. Is the Executive County Superintendent required to review existing contracts, including all renegotiations, amendments, and other alterations of terms?

A2. Yes. The ECS must review all renegotiations, amendments, and other alterations of terms of existing contracts that have been previously approved by an ECS.

Q3. Is the ECS permitted to approve a new contract that replaces an expired contract which includes benefits that the regulations/standards no longer allow (e.g. supplemental life insurance, reimbursement for FICA or health co-pays) for non-tenured and tenured employees (superintendent, deputy or assistant superintendent, and school business administrator)?

A3. No. The ECS cannot approve a contract that includes benefits that the regulations/standards no longer permit.

Q4. Who approves contracts required to be reviewed in a county without an Executive County Superintendent or in cases where the ECS has been recused due to a conflict of interest?

A4. An ECS from another county will be designated to review and approve contracts for districts in counties without an ECS, districts without an individual whom the Commissioner has designated to perform ECS duties, or districts in which an ECS has been recused. [*N.J.A.C.* 6A:23A-3.1(b)].

Q5. When is a proposed contract submitted to the Executive County Superintendent for approval?

A5. A district board of education must submit a proposed contract to the Executive County Superintendent for review 20 days prior to board final approval and execution of that contract. The board must also provide the ECS with a detailed statement setting forth the total cost of the contract for each applicable year. [*N.J.A.C.* 6A:23A-3.1(c) and (d)] This

detailed cost statement should be submitted in the form of a spreadsheet, which is provided by the county office. The detailed cost statement is specific to the type of position: superintendent, deputy or assistant superintendent, and school business administrator.

Q6. What happens if the district board of education approves a new or amended contract without submitting that contract to the ECS for approval?

A6. The contract is considered unenforceable until the board of education submits the contract and detailed cost statement for review and receives approval from the ECS. Additionally, the board's approval of a contract prior to the ECS' approval violates Governance Indicator 3 in the New Jersey Quality Single Accountability Continuum.

Q8. Can a superintendent contract automatically renew for the same term as the initial contract?

A8. Yes. If the board of education fails to provide the required notification of non-renewal, then the contract automatically renews for the term or same number of years as the prior contract. [*N.J.S.A.* 18A:17-20.1]. For example, a three-year contract would renew for another three years. All other aspects of the contract, including salary and emoluments, must comply with the regulations pursuant to *N.J.A.C.* 6A:23A-3.1 and must be reviewed and approved by the ECS.

Q9. Can a contract be renegotiated or amended during the life of the contract?

A9. Yes. Contracts for superintendent, deputy or assistant superintendent or school business administrator may be renegotiated or amended at any time but any renegotiation must comply with *N.J.A.C.* 6A:23A-3.1 and public notice provisions of *N.J.S.A.* 18A:11-11. The contract must be submitted, along with a detailed cost statement to the ECS for review and approval prior to board approval. The term of the renegotiated or amended contract cannot extend past the initial maximum allowable term (five years).

Q10. Is a detailed cost statement required to be submitted with any proposed contract?

A10. Yes. Boards of education are required to submit a detailed cost statement that sets forth the total cost of the contract. Detailed cost statements for superintendents must contain information for each year of the proposed contract. [*N.J.A.C.* 6A:23A-3.1(d)]. In the case of a shared school business administrator with a term of three to five years, pursuant to *N.J.S.A.* 18A:17-24.3, the cost statement must contain information for each year of the contract. Cost statements for deputy or assistant superintendents and non-shared school business administrators must supply information for the one year of the contract.

Q11. Do core hours of the administrator need to be included in a contract?

A11. No, a contract does not need to include core hours.

Q12. Does a contract need to include a total cost of the contract for each applicable year: salary, longevity (if applicable), benefits, and all other emoluments?

A12. No, the total cost does not need to be included in the contract itself. However, the district board of education must provide the ECS with a detailed cost statement setting forth the total cost of the contract for each applicable year, including salary, longevity (if applicable), benefits, and all other emoluments.

Q13. Which contracts must include the required provision pursuant to N.J.S.A. 18A:17-15.1 and N.J.A.C. 6A:23A-3.1(e)15 that, in the event the administrator's certificate is revoked, the contract is null and void?

A13. This provision is required for superintendent contracts only.

Public Notice and Public Hearing Requirements

Q14. Is a board of education subject to the public notice and public hearing requirement pursuant to N.J.S.A. 18A:11-11 for new contracts, including contracts that replace expired contracts for existing tenured or non-tenured employees?

A14. No. *N.J.A.C. 6A:23A-3.1(c)1* requires a public notice and public hearing only for renegotiations, extensions, amendments, or other alternations to the terms of existing contracts. Please note that when a board of education rescinds a contract prior to the contract's expiration and enters into a new contract with the same employee, the new contract requires public notice and public hearing.

Length of Contracts

Q15. For superintendents hired after July 1, how is the length of the contract determined?

A15. Superintendents must be contracted for a minimum of three years and no more than a maximum of five years. For example, a superintendent who is hired effective January 1 must have, at a minimum, a contract of 3.5 years, ending on June 30 of the final year of the contract. [*N.J.S.A. 18A:17-15*].

Q16. Can contracts for deputy or assistant superintendents be more than one year in length?

A16. No. The Executive County Superintendent must review and approve deputy or assistant superintendent contracts annually consistent with *N.J.A.C. 6A:23A-3.1* and cannot approve such contracts for a term greater than one year.

Q17. For school business administrators, what is the length of a contract that is submitted to the ECS for review and approval?

A17. A school business administrator must have a one-year contract. A school business administrator that is **shared** through *N.J.S.A. 18A:17-24.1* must have a contract that is three to five years in duration. A school business administrator that is subcontracted through *N.J.S.A. 40A:65-1* must have a one-year contract.

Administrative Leave

Q18. Is a board required to sever the contract of a superintendent who is placed on paid administrative leave?

A18. No, there is no requirement to bring action for early termination of a superintendent's contract when the superintendent is placed on administrative leave.

Comparability

Q19. Should the ECS use comparability in reviewing the salary?

A19. Yes. Under *N.J.A.C. 6A:23A-3.1(e)1*, contracts for each class of administrative position shall be comparable with salary, benefits, and other emoluments contained in the contracts of similarly credentialed and experienced administrators in the other districts in the region with similar enrollment, academic achievement levels, challenges, and grade spans.

Q20. Who must supply the documentation to be used to determine comparability?

A20. The district board of education seeking ECS approval of a proposed contract is responsible for all documentation used to determine comparability. The ECS is responsible for validating the data to ensure that it is accurate.

Benefits/Emoluments

Q21. What language should be used in contracts regarding employee contributions toward health benefits?

A21. All contracts must contain this language: "Pursuant to applicable law and regulation, the employee shall contribute an amount toward payment of premiums." Also, with respect to employer contributions, for SHBP employers, the cost of coverage is the cost of medical and prescription coverage. For non-SHBP employers, the cost of coverage includes all health care benefits (medical, prescription, dental, vision, etc.).

Q22. Can a superintendent, assistant superintendent, deputy superintendent, or business administrator contract include provisions stating that the administrator will receive all benefits and emoluments provided to a specified bargaining unit?

A22. No. Benefits cannot be tied to a specific bargaining unit or set of employees. For example, a provision that states that the superintendent, assistant superintendent, deputy superintendent, or business administrator will receive all benefits as other district administrators is not acceptable. [*N.J.A.C. 6A:23A-3.1(e)4*]. However, a contract that lists specific health benefits that are consistent with the benefits of other employees in the district is acceptable.

Merit Goals

Q23. Can a contract contain merit goals?

A23. Yes. Merit goals for superintendents, assistant superintendents, deputy superintendents, or business administrators, including acting or interim administrators, must be stated as quantitative and/or qualitative goals and must comply with the requirements of *N.J.A.C.* 6A:23A-3.1(e)11 and 12. Merit goals must be submitted to the ECS no later than September 30 of each year, or within 30 days of a contract that begins after July 1.

Q24. How many merit goals are permitted?

A24. A contract may contain up to three quantitative and two qualitative merit goals for each year of the proposed contract. Each quantitative goal may provide a merit bonus of up to 3.33% of the annual salary. Each qualitative goal may provide a merit bonus of up to 2.5% of the annual salary. In total, a merit bonus cannot exceed 14.99% of the annual salary. [*N.J.A.C.* 6A:23A-3.1(e)11iii].

Q25. How should merit goals be included in a proposed contract?

A25. Merit goals are created by the board of education in consultation with the employee. Pursuant to the requirements of *N.J.A.C.* 6A:23A-3.1(e)11, the goals are required to be submitted to the ECS for review and approval. Code language pursuant to *N.J.A.C.* 6A:23A:3.1(e)11 and 12 should be embedded within the contract under the “Merit Goals” section. This permits the board to develop merit goals with the administrator that will be included in addenda to the contract. Merit goals are time bound and specific to the nature of the goal.

Q26. When can merit bonuses be paid?

A26. The board of education must submit a resolution to the ECS certifying that a quantitative or qualitative merit criterion has been satisfied. The resolutions must be submitted to the ECS no later than August 31 of each year. The ECS must then provide the board with confirmation that the criterion has been satisfied prior to payment of any merit bonus. [*N.J.A.C.* 6A:23A-3.1(e)11iv].

Q27. Are merit bonuses pensionable?

A27. No. Merit bonuses are not part of the base salary and are non-pensionable. Any such merit bonus shall be considered “extra compensation” for the purposes of *N.J.A.C.* 17:3-4.1 and shall not be cumulative. [*N.J.A.C.* 6A:17:3-4.1 and *N.J.A.C.* 6A:23A-3.1(e)11iii].

Sick, Vacation and Personal Days

Q28. Is the P.L. 2007, c. 92 (N.J.S.A. 43, Pensions and Retirement and Unemployment Compensation) cap on unused sick leave and vacation leave applicable to superintendents, deputy or assistant superintendents, and school business administrators?

- A28.** Yes. The contractual provisions regarding accumulated unused sick and vacation leave and supplemental compensation and such leave provisions must be consistent with *N.J.S.A.* 18A:30-3.5 and 18A:30-9. [*N.J.A.C.* 6A:23-3.1(e)8 and 9].
- Q29. Can a contract include payment of unused sick leave prior to retirement?**
- A29.** No. Pursuant to the law, contracts can only include supplemental compensation for accrued, unused sick leave payable upon retirement (not annually or as part of any separation clause). The amount cannot exceed the higher of the individual's accrued sick leave as of June 8, 2007 (date of the law) or the sick leave accrued by the individual after June 8, 2007, capped at \$15,000.
- Q30. Can a contract include an annual payment for unused vacation leave?**
- A30.** No. However, vacation leave accrued prior to enactment of P.L. 2007, c. 92 (June 8, 2007) may be reimbursed consistent with *N.J.A.C.* 6A:23A-3.1(e)9. Vacation leave accrued after June 8, 2007 can be carried over for up to one year only. Payment of vacation leave accrued after the passage of P.L. 2007, c. 92 must only occur upon separation or retirement. [*N.J.S.A.* 18A:30-9 and *N.J.A.C.* 6A:23A-3.1(e)9].
- Q31. What happens to unused sick leave when an employee separates from a district before the employee retires?**
- A31.** The employee forfeits payment of that sick leave. New boards of education may elect to negotiate accumulated sick leave that the employee has accrued in a previous district, but this is done on a case by case basis. [*N.J.S.A.* 18A:30-3.2].
- Q32. Can payment of unused sick or vacation be based on a number of days other than 260 if a different denominator was applicable when the unused sick or vacation was accrued?**
- A32.** The applicable denominator for new contracts and payment of sick and vacation leave in new contracts is 260. The calculation of an employee's sick leave benefit as of June 8, 2007 should be calculated using the methodology in place on June 8, 2007. If no method was included, the calculation must use a denominator of 260 days. [*N.J.A.C.* 6A:23A-3.1(e)8 and 9].
- Q33. What beneficiary provisions can be included for unused sick or vacation leave?**
- A33.** A contract may name a beneficiary for accumulated unused vacation leave (consistent with the caps under P.L. 2007, c. 92) but may not include a beneficiary for unused sick leave, which is only payable to the employee upon retirement.
- Q34. Can a contract include conversion of unused personal days to sick days?**
- A34.** Yes, as long as the provision is with the statute regarding allowable accumulation, use, and carryover of sick leave. [*N.J.A.C.* 18A:30-1 et seq.].
- Q35. Can a contract include payment for unused personal days?**

A35. No, a contract cannot include payment for unused personal days.

Annuities

Q36. Can a contract contain annuities?

A36. Yes. Pursuant to *N.J.S.A.* 18A:66-127, an employee may agree to take a reduction in salary in return for the board's agreement to use a corresponding amount to purchase an annuity for the employee. The salary dedicated to the annuity must be included in the total salary amount, subject to the maximum salary amount. Further, like other benefits, an annuity cannot supplement or duplicate a benefit already made available to the employee by operation of law, an existing group plan, or other means. [*N.J.A.C.* 6A:23A-3.1(e)7].

Disability Insurance

Q37. When can a contract include provisions for payment of disability insurance?

A37. The regulations allow for benefits to be included that do not supplement or duplicate other benefits that are otherwise available to the employee by operation of law or existing group plan [*N.J.A.C.* 6A:23A-3.1(e)7], or do not reimburse or pay for employee contributions that are either required by law or by a contract in effect in the district with other employees. [*N.J.A.C.* 6A:23A-3.1(e)5]. If the district offers all employees disability insurance at the employees' expense, the administrator contract cannot provide for payment for disability insurance. If the district only offers disability insurance to specific employees at the district's expense, the administrator contract may provide for payment for disability insurance, provided the terms are reasonable and the contract as a whole is comparable to other contracts, as determined by the ECS through a comparability review.

Life Insurance and TPAF/FICA

Q38. Can a contract include payment for the additional TPAF optional life insurance coverage?

A38. No. The regulations specifically state that a contract cannot include reimbursement or payment of employee contributions that are either required by law or by a contract in effect in the district with other employees such as state or federal taxes or contributions to FICA, Medicare, state pensions and annuities (TPAF), life insurance, disability insurance (if offered) and health benefits. [*N.J.A.C.* 6A:23A-3.1(e)5].

Q39. Can a contract include a supplemental life insurance payment (supplemental to the TPAF provision)?

A39. No. The regulations specifically state that a contract cannot include payment for benefits that supplement or duplicate existing benefits that are otherwise available to the

employee by operation of law or existing group plan (e.g. life insurance). [*N.J.A.C.* 6A:23A-3.1(e)7].

Q40. Can a contract include payment for the employee share of FICA or pensions requirement?

A40. No. The regulations specifically state that a contract cannot include reimbursement or payment of employee contributions that are either required by law or by a contract in effect in the district with other employees. [*N.J.A.C.* 6A:23A-3.1(e)5].

Q41. Can a contract include a separate payment or salary increase to replace the lost payment for optional life insurance, FICA or TPAF?

A41. No. A contract cannot include a corresponding salary increase to replace such lost benefit payment. [*N.J.A.C.* 6A:23A-3.1(e)5].

Long Term Care Insurance

Q42. Can a contract contain provisions for long term care insurance or for COBRA?

A42. No. The purpose of long term care insurance or COBRA is to provide coverage for an individual who has left the service of the district; therefore, it exceeds the length of the contract with the district.

Longevity Payments

Q43. Can a contract include a longevity payment?

A43. Yes, a longevity payment can be included in a contract. Longevity is part of the base salary for maximum salary amount calculations and for comparability analysis. The total cost of the contract including salary and longevity may not exceed the maximum salary amounts. [*N.J.A.C.* 6A:23A-1.2 and 3.1(e)1]. The board of education shall include the longevity payment, if applicable, in the detailed cost statement that is required to be provided to the ECS pursuant to *N.J.A.C.* 6A:23A-3.1(d).

Travel Requirements

Q44. Should a contract include a provision that requires travel consistent with the OMB (Office of Management and Budget) circular and regulations?

A44. Yes. The OMB circular specifically states that the state mileage rate applies to all employees and board of education members in the district. The state rate is set annually in the Appropriations Act. Existing negotiated agreements, which have not expired, that include a mileage reimbursement at a different rate may be honored pursuant to section I.B.6 of the OMB travel circular. [*N.J.A.C.* 6A:23A-3.1(e)4].

Q45. Can a contract include a monthly car allowance?

A45. Yes. The only permitted monthly allowance is a reasonable car allowance that replaces the provision of a car. A reasonable car allowance cannot exceed the monthly cost of the average monthly miles traveled for business purposes for that employee multiplied by the allowable mileage reimbursement pursuant to applicable law and regulation and OMB circular (currently 31 cents per mile) and board approval of documented receipts. If such allowance is included, the employee cannot be reimbursed for business travel mileage nor permanently assigned a car for official district business. [*N.J.S.A.* 18A:11-12c(3), *N.J.A.C.* 6A:23A-3.1(e)14 and 6A:23A-6.12] .

Q46. Can a contract provide an employee a car for business travel? What about personal travel? Can the contract include a dedicated driver or chauffeur?

A46. Yes. A contract can include a provision for a car consistent with the requirements of *N.J.A.C.* 6A:23A-6.12. The cost of a car cannot exceed \$30,000 and only incidental personal travel is allowed. The contract cannot include a provision for a dedicated driver or chauffeur. IRS rules state the value of the vehicle is the actual cost of the car, not the value of the lease. The district board of education must submit detailed justification for any dedicated car provision to the ECS for review. [*N.J.S.A.* 18A:11-12c(3), *N.J.A.C.* 6A:23A-3.1(e)14 and 6A:23A-6.12].

Tuition Assistance

Q47. Can a superintendent, assistant superintendent, deputy superintendent, or business administrator contract include tuition assistance or payment for attaining a degree?

A47. Yes, but such a provision must be in accordance with the requirements of *N.J.A.C.* 6A:23A-3.1(e)16. Specifically, tuition assistance or reimbursement for coursework or additional compensation for graduate school coursework must culminate in the acquisition of a graduate degree conferred by a duly accredited institution of higher education as defined in *N.J.A.C.* 6A:9-2.1.

Employment After Retirement

Q48. Are there restrictions for employment after retirement?

A48. Yes. Individuals who are covered under TPAF employment should become familiar with New Jersey Division of Pension and Benefits Fact Sheet #86, "Employment After Retirement" and with *N.J.S.A.* 18A:66-53.2(b).

Buyout Provisions/Superintendent Early Termination Contracts

Q49. Can a superintendent contract include a provision for payment as a condition of separation from service?

A49. Yes, a superintendent contract can include a provision for payment based on a determination that it is neither prohibitive nor excessive in nature and that the payment does 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. [*N.J.A.C.* 6A:23A-3.1(e)6]. The district must document that the separation agreement is in the best interests of the district's students and/or the district's operations. [*N.J.A.C.* 6A:23A-3.2(b)]. The separation agreement must be submitted to the Commissioner of Education for approval. [*N.J.S.A.* 18A-17.20.2a].

Suspension of Administrators

Q50. If a board suspends an administrator, what are a board's obligations with respect to the administrator's salary?

A50. Pursuant to *N.J.S.A.* 18A:6-8.3, any employee of a board of education who is suspended, other than for reason of indictment, pending any investigation, hearing or trial, or any appeal therefrom, shall receive his/her full salary during the period of the suspension. However, if a board files tenure charges against the employee, once the charges are certified to the Commissioner, the board may suspend the employee, with or without pay. [*N.J.S.A.* 18A:6-14].

Mentoring

Q51. Can a contract for a superintendent who is mentoring an individual include a statement to indicate that the board will pay the superintendent for the mentoring duties?

A51. If mentoring is part of a superintendent's duties in the district in which he/she is superintendent, payment can be provided and stated in the contract, as long as the amount of payment does not exceed the maximum salary amount. The amount must be included in the detailed cost statement.

Q52. Can a contract for a superintendent, deputy or assistant superintendent, or school business administrator who is being mentored include a statement to indicate that the board will pay the mentor?

A52. Yes, payment can be provided and stated in the contract and must be included in the detailed cost statement.

Sharing of Superintendent and/or Business Administrator

****Please Note: Questions and Answers 53-56 only apply to superintendents and business administrators who are shared through *N.J.S.A.* 18A:17-24.1, et seq.****

Q53. What is the process regarding Commissioner approval of districts' agreements to share a superintendent or a school business administrator pursuant to *N.J.S.A.* 18A:17-24.1, et seq.?

A53. In accordance with *N.J.S.A.* 18A:17-24.1, the districts must conduct a careful study and mutually prepare a report for submission to the ECS, which outlines the anticipated advantages to the districts and feasibility of the shared arrangement. The ECS must

review the plan and forward a recommendation to the Commissioner, who ultimately approves or disapproves the plan.

Q54. What contracts do districts need to prepare in order to share a superintendent or business administrator pursuant to *N.J.S.A. 18A:17-24.1*?

A54. Districts who jointly agree on a superintendent or business administrator pursuant to *N.J.S.A. 18A:17-24.1* shall enter, together, into an employment contract with the shared administrator, which shall be approved and signed by both boards. In addition to the employment contract, the districts shall agree, in writing, to share the superintendent or business administrator. The fiscal agent (originating school board) should be designated in the employment contract and the written agreement between the boards to share the administrator.

Q55. What happens to an existing contract if a superintendent wishes to share a superintendent with another district?

A55. A new superintendent contract would be required, which must be submitted to the ECS for review and approval. The existing contract must be rescinded and a new employment contract for a shared superintendent must be approved and signed by both boards of education pursuant to *N.J.S.A. 18A:17-24.1*. The new contract must be three to five years and must comply with all of the requirements of *N.J.S.A. 18A:17-24.1 et seq.* and *N.J.A.C. 6A:23A-3.1*, including the maximum salary amounts.

Q56. How can boards of education terminate contracts entered into pursuant to *N.J.S.A. 18A:17-24.1* to share superintendents or business administrators?

A56. Boards of education can terminate contracts entered into pursuant to *N.J.S.A. 18A:17-24.1* by:

- 1) Mutual agreement of the parties;
- 2) Unilateral termination by the superintendent/business administrator with the notice required by the employment contract;
- 3) Pursuant to *N.J.S.A. 18A:17-24.2(a)* and *N.J.S.A. 18A:17-24.3(b)*, notification, in writing, by either board to the superintendent/business administrator and other board(s), at least one year prior to the expiration of the employment contract, of that particular board's intent not to renew the employment contract; and,
- 4) Dismissal for inefficiency, incapacity, conduct unbecoming, or other just cause, in accordance with the procedures set forth in *N.J.S.A. 18A:6-9, et seq. [N.J.S.A. 18A:17-24.4]*.

Subcontracted vs. Shared School Business Administrators

Q57. If a district wants to share a business administrator, what statute applies?

A57. *N.J.S.A. 18A:17-24.1* to 9 applies and requires districts that want to share a business administrator to submit a plan and recommendation to the ECS for review and recommendation to the Commissioner of Education for approval. Following the

Commissioner's approval of the plan, districts must submit the business administrator's employment contract and detailed cost statement to the ECS for review and approval.

Q58. In contrast to "sharing" a business administrator (see Q63, above), if a district wants to subcontract its business administrator services to another district, what statute applies?

A58. *N.J.S.A.* 18A:17-14.1 explicitly permits districts wishing to subcontract their BA services to another district to do so pursuant to *N.J.S.A.* 40A:65-1.1, et seq. The BA's employment contract and detailed cost statement, along with the "Shared Services Agreement" setting forth the subcontracting terms, must all be submitted to the ECS in order for a comprehensive comparability review of the proposed employment contract to be conducted.

Q59. How is compensation designated for school business administrators that are shared pursuant to *N.J.S.A.* 18A:17-24.1?

A59. A shared school business administrator must have only one shared contract for a period of three to five years with a detailed cost statement outlining the costs for each year of the contract. [*N.J.S.A.* 18A:17-24.1 et seq.].

Q60. How is compensation designated for subcontracted school business administrators?

A60. A subcontracted school business administrator must have a one-year employment contract and a detailed cost statement outlining the contract costs. In addition, the district employing the school business administrator must have a shared services agreement with the other district, indicating the additional compensation that the school business administrator will receive.

Q61. If a school business administrator is shared or subcontracted, is there a requirement for time to be spent in each district during regular business hours?

A61. Yes. The schedules must be mutually agreed upon by all participating districts and must be included in a shared services agreement, which is submitted to the ECS for review and approval. A shared or subcontracted school business administrator should be present a minimum of one business day per week in each of the shared districts.

Acting vs. Interim Administrators

Q62. Can a district's current staff member be appointed as an acting administrator?

A62. Yes. A board may designate a current employee to act in place of an administrator during the absence, disability or disqualification of the administrator. [*N.J.S.A.* 18A:16-1.1]. If the current employee who is designated as the acting administrator does not hold the standard New Jersey certificate required for the position, the board of education must apply, in writing, to the Commissioner, through the executive county superintendent, for permission to employ such person in an acting capacity and stating the reasons why such action is necessary. The Commissioner's approval can be for three months' duration, and

may be renewed for a period of three months at a time on a case-by-case basis upon application by the district. If the acting status is to extend beyond one year, the Commissioner has to refer the application to the State Board for approval. [*N.J.A.C.* 6A:9B-13.1]. If the current employee has the standard New Jersey certificate required for the administrative position, Commissioner approval is not needed and the three month time period does not apply. An acting superintendent's salary is subject to the maximum salary amount set forth in *N.J.A.C.* 6A:23A-1.2. [*N.J.A.C.* 6A:23A-3.1(e)2].

Q63. What statute governs interim administrators?

A63. Pursuant to *N.J.S.A.* 18A:66-53.2, a retired person who is a certificated superintendent or a certificated administrator may be employed by a board of education as a superintendent or administrator for a term of not more than one year, with the ability to renew the contract for one additional year, provided that the total period of employment with any individual board of education does not exceed a two-year period, unless so approved by the Commissioner as being in the best interests of the school district.