BYLAW GUIDE

0142.1 NEPOTISM

The Board of Education adopts this Nepotism Policy as a condition of receiving State aid pursuant to N.J.A.C. 6A:23A-6.2(a).

For the purpose of this Policy, "relative" means an individual's spouse, civil union partner as defined at N.J.S.A. 37:1-28 et seq., domestic partner as defined at N.J.S.A. 26:8A-3, or the parent, child, sibling, aunt, uncle, niece, nephew, grandparent, grandchild, son-in-law, daughter-in-law, stepparent, stepchild, stepbrother, stepsister, half-brother, or half-sister of the individual or of the individual's spouse, civil union partner, or domestic partner, whether the relative is related to the individual or the individual's spouse, civil union partner, or domestic partner by blood, marriage, or adoption pursuant to N.J.A.C. 6A:23A-1.2.

For the purpose~~s~~ of this Policy, "immediate family member" means the person's spouse, partner in a civil union as defined at N.J.S.A. 37:1-28 et seq., domestic partner as defined at N.J.S.A. 26:8A-3, or dependent child, residing in the same household.

For the purpose~~s~~ of this Policy, "administrator" is defined as set forth in N.J.S.A. 18A:12-23.

No relative of a Board member or the Superintendent of Schools shall be employed in an office or position in this school district except:

1. A person employed by the district on or before October 1, 2008 or on or before the date an employee's relative becomes a Board member or Superintendent shall not be prohibited from continuing to be employed or to be promoted in the district in accordance with the effective date as outlined in the initial version of N.J.A.C. 6A:32A-6.2 adopted on July 1, 2008. However, this shall not pertain to extending an employment contract to allow for an increase in annual pay directly related to an extension of the work year; and

2. The district may employ a relative of a Board member or the Superintendent provided the district has obtained approval from the Executive County Superintendent. Such approval shall be granted only upon demonstration by the district that it conducted a thorough search for candidates and the proposed candidate is the only qualified and available person for the position.

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The Superintendent shall not recommend to the Board, pursuant to N.J.S.A. 18A:27-4.1, the relative of the Superintendent or a Board member, unless the relative is subject to an exception as outlined at N.J.A.C. 6A:23A-6.2(a)2. and at 1. and 2. above.

A district administrator shall not exercise direct or indirect authority, supervision, or control over the administrator's relative. If it is not feasible to eliminate such a direct or indirect supervisory relationship, appropriate screens and/or alternative supervision and reporting mechanisms shall be put in place.

A district administrator or Board member whose relative is a member of the bargaining unit shall not discuss or vote on the proposed collective bargaining agreement with that unit or from participating in any way in negotiations, including, but not limited to, being a member of the negotiating team; nor should that district administrator be present with the Board in closed session when negotiation strategies are being discussed; however, the administrator may serve as a technical resource to the negotiating team and may provide technical information necessary to the collective bargaining process when no one else in the district can provide such information.

A district administrator or Board member who has an immediate family member who is a member of the same Statewide union in another school district shall not participate in any way in negotiations, including, but not limited to, being a member of the negotiating team or being present with the Board in closed sessions when negotiation strategies are being discussed, prior to the Board attaining a tentative memorandum of agreement with the bargaining unit that includes a salary guide and total compensation package. Once the tentative memorandum of agreement is established, a district administrator with an immediate family member who is a member of the same Statewide union in another school district may fully participate in the process, absent other conflicts. However, a district administrator who has an immediate family member who is a member of the same Statewide union in another district may serve as a technical resource to the negotiating team and may provide technical information necessary to the collective bargaining process when no one else in the district can provide the information.

In accordance with N.J.A.C. 6A:23A-6.2(b), per diem substitutes and student employees who are relatives of a Board member or the Superintendent shall be excluded from the provisions of this Policy and N.J.A.C. 6A:23A-6.2.



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BYLAW GUIDE

N.J.A.C. 6A:23A-6.2

Adopted: March 21, 2011
Revised:



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POLICY GUIDE

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 employing the Superintendent and the right to speak on all matters at meetings of the Board but shall have no vote pursuant to N.J.S.A. 18A:17-20.b.

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. The preparation of informative material describing the district and its educational goals and objectives;

3. The opportunity for applicants to visit the district, where feasible;

4. An interview process that encourages the candidate and the Board members to have a meaningful discussion of the district's needs and expectations. The Board members shall review and discuss the candidate's credentials, qualifications, educational philosophy, and other qualities and expertise the candidate can offer to the district;

5. Solicitation of applications from a wide geographical area; and

6. Strict compliance with law and Policy 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:9B-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 into an employment contract with the Board.

An employment contract for the Superintendent 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 action(s) 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 pursuant to N.J.A.C. 6A:23A-3.1(f).

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 the Superintendent's 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, or conduct unbecoming a Superintendent or other just cause and then only in the manner prescribed by N.J.S.A. 18A:6 Article 2 Sub article B pursuant to N.J.S.A. 18A:17-20.2.

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 be not 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 the Superintendent's employment shall cease at the expiration of that term. In the event the Board notifies the Superintendent they 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:17-20.2a, the Board shall submit to the Commissioner of Education for prior approval an early termination of employment agreement that includes the payment of compensation as a condition of separation. As used in N.J.S.A. 18A:17-20.2a, "compensation" includes, but is not limited to, salary, allowances, bonuses and stipends, payments for 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 of the Superintendent shall be limited in its terms and conditions as outlined in N.J.A.C. 6A:23A-3.2. The Commissioner shall evaluate the 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 shall have the authority to disapprove the agreement if the payment of compensation has a condition of separation from service is found to be excessive pursuant to N.J.S.A. 18A:17-20.2a. 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 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.

All Superintendent contracts shall include, pursuant to N.J.S.A. 18A:17-15.1, the required provision that states that the contract is null and void in the event the Superintendent's certificate is revoked in accordance with N.J.A.C. 6A:23A-3.1(e)13.

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:9B-12.3; 6A:9B-12.4; 6A:23A-3.1; 6A:23A-3.2

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