

District
Bylaws/Policies/
Regulations for
Second Reading
and Adoption

0174 LEGAL SERVICES (M)

M

In accordance with [N.J.A.C. 6A:23A-5.2](#), the Board of Education adopts this Policy and its strategies to **minimize the cost of legal services**. ~~ensure the use of legal services by employees and the Board of Education members and the tracking of the use of legal services.~~

The Board ~~of Education~~ authorizes the Superintendent of Schools,

- ☒ Superintendent's of Schools' designee
- ☒ School Business Administrator/Board Secretary
- ☒ Board President
- ~~☒ The Board President's designee~~
- ☒ other: **Director of Special Services**

as designated contact persons to request services or advice from contracted legal counsel. **Any OPRA request would need the Superintendent ~~for~~ the Assistant Superintendent approval prior to being sent to the attorneys. The Board President will report to the full Board during the Executive Session on all their individual legal consultations with the Board Attorney.**

~~The School Business Administrator / Board Secretary shall be responsible to review all legal bills and confer with designated contact persons in reviewing such legal bills.~~

In accordance with the provisions of [N.J.A.C. 6A:23A-5.2](#)(a)2, the Board **shall** designate ~~s an the~~ administrative staff member to review all legal bills and **confer with designated ~~designates~~ contact persons to ensure the prudent use of legal services and the tracking of the use of those services.**

In the event the sSchool district's ~~with~~ legal costs ~~that~~ exceed one hundred thirty percent of the Statewide average per student amount, ~~should establish~~ the procedures **established ~~outlined~~ in 1., 2., 3., and 4. below shall be implemented and, if not implemented, and, if not established, the district shall provide evidence the such** procedures **established in 1., 2., 3., and 4. below** would not result in a reduction of costs.

1. The designated contact person(s) shall ensure that contracted legal counsel is not contacted unnecessarily for management decisions or readily available information contained in district materials such as Board policies, administrative regulations, or guidance available through professional source materials.
2. All requests for legal advice shall be made to the designated contact person(s) in writing and shall be maintained on file in the district offices. The designated contact person shall determine whether the request warrants legal advice or if legal advice is necessary.
3. The designated contact person(s) shall maintain a log of all legal counsel contact including the name of the legal counsel contacted, date of the contact, issue discussed, and length of contact.
4. All written requests for legal advice and logs of legal counsel contacts shall be forwarded to **designated contact person(s)** ~~the Business Administrator / Board~~

~~Secretary~~, who shall be responsible to review all legal bills and compare all legal bills to the contact logs and to investigate and resolve any variances.

Any professional services contracts for legal services shall prohibit advance payments. Services to be provided shall be described in detail in the contract and invoices for payment shall itemize the **legal** services provided for the billing period. Payments to legal counsel(s) shall only be for **legal** services actually provided **in accordance with N.J.A.C. 6A:23A-5.2(a)4**.

School districts and **county** vocational school districts **shall not contract** ~~are prohibited from contracting~~ with legal counsel or ~~use~~ ~~using~~ in-house legal counsel to pursue any affirmative claim or cause of action on behalf of district administrators and/or any individual Board members ~~for~~ ~~or pursuing~~ any claim or cause of action ~~in for~~ which the damages to be awarded would benefit an individual rather than the school district as a whole **in accordance with N.J.A.C. 6A:23A-5.2(b)**.

Pursuant to N.J.A.C. 6A:23A-5.2(a)1., ~~t~~The Board ~~of Education~~ will annually establish prior to budget preparation, a maximum dollar limit for ~~each type of professional service, including~~ legal services. In the event it becomes necessary to exceed the established maximum dollar limit for **legal** ~~the professional~~ services, the Superintendent ~~of Schools~~ shall recommend to the Board ~~of Education~~ an increase in the maximum dollar amount. Any increase in the maximum dollar amount shall require formal Board action.

Contracts for legal services will be issued by the Board in a deliberative and efficient manner that ensures the district receives the highest quality services at a fair and competitive price or through a shared service arrangement. This may include, but is not limited to, issuance of such contracts through a Request for Proposals (RFP) based on cost and other specified factors or other comparable processes **in accordance with N.J.A.C. 6A:23A-5.2(a)5**. Contracts for legal services shall be limited to non-recurring or specialized work for which the district does not possess adequate in-house resources or in-house expertise to conduct **in accordance with N.J.A.C. 6A:23A-5.2(a)6**.

All communications between designated contact persons and legal counsel regarding threatened or pending actions, claims, or investigations against the Board of Education must be communicated to the Board by the applicable designated contact persons at the following Board meeting. Such designated contact persons shall continue to update the Board as to such matters on a regular basis~~—~~.

[N.J.A.C. 6A:23A-5.2](#)

Adopted: 22 January 2009

Revised: 28 April 2022

Berkeley Heights Public School District

1570 INTERNAL CONTROLS (M)

M

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 ~~at 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 **in accordance with N.J.A.C. 6A:23A-6.4(a)**.

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 **to the Commissioner of Education** 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 **shall must** include documented evidence ~~that~~ **including 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) **in accordance with N.J.A.C. 6A:23A-6.4(b)**.

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 **when performed by the same individuals**. **The School Business Administrator/Board Secretary** ~~and~~ shall segregate the duties of all such processes among Business Office staff based on available district resources, assessed vulnerability, and **the** associated cost-benefit, **except as required at N.J.A.C. 6A:23A-6.5(b)1. and 2.** The district shall include in the **Annual Comprehensive Financial Report (ACFR)** ~~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.

The ~~school~~ district shall establish Standard Operating Procedures (SOPs) for each task or function of the business operations of the district ~~by December 31, 2009~~. The SOP ~~m~~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)~~. **The district shall establish a SOP** ~~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 **in accordance with N.J.A.C. 6A:23A-6.6(c)**.

If the ~~School~~ districts has ~~a-with~~ budgets in excess of \$25,000,000 or ~~with~~ more than three hundred employees, **the district** shall maintain an Enterprise Resource Planning (ERP) System ~~that which~~ integrates all data and processes of the ~~school~~ district into a unified system. ~~An~~The ERP system ~~shall~~ uses 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 **in accordance with N.J.A.C. 6A:23A-6.7(c).**

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 **in accordance with N.J.A.C. 6A:23A-6.8(a).** ~~Districts are required to maintain a position control roster by December 31, 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 **outlined** ~~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: 13 November, 2008

Revised: 09 December, 2021

Berkeley Heights Public School District

Regulation 1570-R INTERNAL CONTROLS (M)

M

A. Segregation of ~~Business~~ Duties; ~~and~~ Organizational Structure - N.J.A.C. 6A:23A-6.5

1. The school district shall evaluate business processes annually and allocate available resources appropriately in an effort to establish a strong control environment.
2. The School Business Administrator/Board Secretary shall identify processes that ~~when performed by the same individuals~~ are a violation of sound segregation of duties **when performed by the same individuals**. The School Business Administrator/Board Secretary shall segregate the duties of all such processes among Business Office staff based on available district resources, assessed vulnerability, and the associated cost-benefit, except as required **at N.J.A.C. 6A:23A-6.5(b)1. and 2. and A.2.a. and A.2.b. below.** ~~by N.J.A.C. 6A:23A-6.5(b)1. and 2. and A.2 A.2.a. and b. Below.~~
 - a. The functions of human resources and payroll shall be segregated and completed by different employees in **the all districts.**
 - b. The functions of purchasing and accounts payable shall be segregated and completed by different employees in **the all districts.**
3. The district shall include in the **Annual Comprehensive Financial Report (ACFR)** ~~Comprehensive Annual Financial Report (CAFR)~~ a detailed organizational charts 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.

B. Standard Operating Procedures (SOPs) for Business Functions— N.J.A.C. 6A:23A-6.6

1. The school district shall establish SOPs for each task or function of the business operations of the district ~~by December 31, 2009.~~
2. The SOP ~~m~~Manual shall include sections on each routine task or function ~~in of~~ the following areas:
 - a. Accounting, including general ledger, accounts payable, accounts receivable, payroll and fixed assets, and year-end procedures for each;
 - b. Cash management;
 - c. Budget development and administration, including tasks such as authorization of transfers and overtime;

- d. Position control;
- e. Purchasing, including ~~such~~ tasks **such** as preparation of requisitions, approval of purchase orders and encumbering of funds, bid and quote requirements, and verification of receipt of goods and services;
- f. Facilities, including administration of work, and health and safety;
- g. Security;
- h. Emergency preparedness;
- i. Risk management;
- j. Transportation;
- k. Food service;
- l. Technology systems; and
- m. Information management.

3. **The district** ~~A standard operating procedure~~ shall **establish SOPs** ~~be established~~ that ensures office supplies are ordered in appropriate quantities, maintained in appropriate storage facilities, and monitored to keep track of inventory.

C. Financial and Human Resource Management Systems; Access Controls - **N.J.A.C. 6A:23A-6.7**

1. **If the s**~~School districts has a~~ ~~with~~ budgets in excess of \$25,000,000 or ~~with~~ more than **three hundred** ~~300~~ employees, **the district** shall maintain an Enterprise Resource Planning (ERP) System **that** ~~which~~ integrates all data and processes of the school district into a unified system. **An** ~~The~~ ERP system ~~shall~~ uses multiple components of computer software and hardware and a unified database to store data for the various system modules to achieve the integration.
 - a. ~~Districts affected by C.1. above that do not have an ERP system in place on July 1, 2008 shall fully implement one 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.~~
2. 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.

3. 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.
 - a. The process for creating, modifying, and deleting user accounts shall include the use of user access request forms.
 - b. All requests for financial applications shall be approved and specified by the School Business Administrator/Board Secretary.
 - c. All requests for network access shall be granted by the head of the technology department, if one exists.
 - d. A review of user access shall be conducted yearly at a minimum by the relevant department managers and an audit trail should be maintained to verify the performance of this review.
 - e. Access to the network and key applications within **the a** district shall be restricted to authorized users through the use of unique user names and passwords.
 - f. Proper protocols shall be implemented that appropriately address password expiration and complexity.

D. Personnel Tracking and Accounting – **N.J.A.C. 6A:23A-6.8**

1. 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 December 31, 2009.~~ The position control roster shall:
 - a. Share a common database and be integrated with the district's payroll system;
 - b. Agree to the account codes in the budget software; **and**
 - c. Ensure ~~that~~ the data within the position control roster system includes, at a minimum, the following information:
 - (1) The employee's name;
 - (2) The **employee's** date of hire;
 - (3) A permanent position tracking number for **the each** employee including:
 - (a) The expenditure account codes for the general fund consistent with the State prescribed budget, special revenue fund, and enterprise funds;
 - (b) The building(s) **to which** the position is assigned;
 - (c) The **certificate(s)** ~~certification title~~ and endorsement(s) held, as applicable;
 - (d) The assignment position title as follows:
 - i. Superintendent or Chief School Administrator;
 - ii. Assistant Superintendent;
 - iii. School Business Administrator;

- iv. Board Secretary (when other than **N.J.A.C. 6A:23A-6.8(a)3.iii.(4)(A), (B), or (C) and D.1.c.(3)(d)i., D.1.c.(3)(d)ii., or D.1.c.(3)(d)iii.** above);
- v. Principal;
- vi. Vice Principal;
- vii. Director;
- viii. Supervisor;
- ix. Facilitator;
- x. Instructional Coach by Subject Area;
- xi. Department Chairperson by Subject Area;
- xii. Certificated Administrator – Other;
- xiii. Guidance;
- xiv. Media Specialist/Librarian;
- xv. School Nurse;
- xvi. Social Worker;
- xvii. Psychologist;
- xviii. Therapist – **Occupational** OT;
- xix. Therapist – **Physical** PT;
- xx. Therapist – Speech;
- xxi. Certificated Support Staff – Other;
- xxii. Teacher by Subject Area;
- xxiii. Instructional Assistants;
- xxiv. Certificated Instructional-Other;
- xxv. Aides supported by IEP;
- xxvi. Other Aides;
- xxvii. Maintenance Worker;
- xxviii. Custodian;
- xxix. Bus Driver;
- xxx. Vehicle Mechanic;
- xxxi. Food Service; and
- xxxii. Other Non-certificated.

- (4) A control number for substitute teachers;
- (5) A control number for overtime;
- (6) A control number for extra pay;
- (7) The status of the position (filled, vacant, abolished, etc.);
- (8) An indication, when available, of whether the employee is retiring in the budget year or not being renewed including associated costs such as contractual buyouts, severance pay, paid vacation or sick days, etc;
- (9) Each of the following: base salary, step, longevity, guide, stipends by type, overtime and other extra compensation;
- (10) The benefits paid by the district, net of employee reimbursements or co-pays, by type of benefit and for FICA and Medicare;
- (11) The position's full-time equivalent value by location;
- (12) The date the position was filled; and

(13) The date the position was originally created by the Board of **Education**. If the date the position was originally created is not available, this item shall represent the date the person currently filling that position was approved by the Board.

Adopted: 20 October 2022

Berkeley Heights Public School District

1620 ADMINISTRATIVE EMPLOYMENT CONTRACTS (M)

M

The Executive County Superintendent shall review and approve for all Superintendents of Schools, Superintendents of Schools reappointed pursuant to [N.J.S.A. 18A:17-20.1](#), Deputy Superintendents of Schools, Assistant Superintendents of Schools, and School Business Administrators, including any interim, acting, or person otherwise serving in these positions, in school districts, county vocational school districts, county special services school districts and other districts, except charters ~~s~~ **schools**, within the ~~c~~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, an Executive County Superintendent from another county shall be designated by the Commissioner of **Education** to review and approve all contracts in accordance with **N.J.A.C. 6A:23A-3-1(a)** and ~~listed~~ **1., 2., and 3.** Above.

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 of Education approval and execution of the contract 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](#).

In accordance with the provisions of ~~N.J.S.A. 18A:11-11 and~~ [N.J.A.C. 6A:23A-3.1\(c\)1](#), the public notice and public hearing required **pursuant to N.J.S.A. 18A:11-11** shall be applicable to a Board ~~of Education~~ that renegotiates, extends, amends, or otherwise alters the terms of an existing contract with a Superintendent of Schools, Deputy Superintendent of Schools, Assistant Superintendent of Schools, or School Business Administrator. In accordance with [N.J.S.A. 18A:11-11](#), notice must be provided to the public at least thirty days prior to the scheduled action by the Board. The Board shall also hold a public hearing and shall not take any action on the matter until the hearing has been held. The Board shall provide the public with at least ten days' notice of the public hearing.

In accordance with [N.J.A.C. 6A:23A-3.1\(c\)1](#), the public notice and public hearing required pursuant to [N.J.S.A. 18A:11-11](#) shall not apply to new contracts, including contracts that replace expired contracts for existing employees in one of these ~~se~~ positions **listed at N.J.A.C. 6A:23A-3.1(a)**, whether tenured or not tenured. Nothing shall preclude a Board from issuing a public notice and/or holding a public hearing on new

contracts, including new contracts that replace expired contracts for existing tenured and non-tenured employees.

The public notice and public hearing required pursuant to [N.J.S.A. 18A:11-11](#) is also required in the event an existing contract for a Superintendent of Schools, Deputy Superintendent of Schools, Assistant Superintendent of Schools, or School Business Administrator is rescinded or terminated by the Board ~~of Education~~ before it is due to expire and the parties agree to new employment terms.

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 **in accordance with N.J.A.C. 6A:23A-3.1(d)**.

The review and approval of the employment contracts of Superintendents of Schools, Deputy Superintendents of Schools, Assistant Superintendents of Schools, and School Business Administrators conducted by the Executive County Superintendent shall be consistent with the following additional standards outlined in [N.J.S.A. 18A:7-8.1](#) and [N.J.A.C. 6A:23A-3.1\(e\)](#):

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](#) and [N.J.A.C. 6A:23A-7](#) 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** ~~is~~ superseded 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 ~~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 (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-rata for partial years, not to exceed twelve months, or the remaining salary amount due under the contract.
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; **for example** ~~e.g.~~, an annuity or life insurance plan that supplements

or duplicates a plan already made available to the employee. Notwithstanding the provisions of **N.J.A.C. 6A:23A-3.1** ~~this section~~, a contract may contain an annuity where those benefits are already contained in the existing contract between **that** ~~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](#) and [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.A. 18A:30-3.2](#), a new Board ~~of Education~~ contract may include credit of unused sick leave **days** in accordance with the new Board's ~~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.
9. No provision for a merit bonus shall be made except where payment is contingent upon achievement of quantitative merit criterion and/or qualitative merit criterion:
 - a. A contract may include no more than three quantitative merit criteria and two qualitative merit criteria per contract year.
 - b. 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.
 - c. 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 such merit bonus shall be considered "extra compensation" for purpose of [N.J.A.C. 17:3-4.1](#) and shall not be cumulative.
 - d. The 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.
10. 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~~.

11. No provision for payment at the time of separation or retirement shall be made for work not performed except as otherwise authorized in [N.J.A.C. 6A:23A-3.1](#) and [N.J.S.A. 18A:7-8.1](#).
12. 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 New Jersey Office of Management and Budget (NJOMB) circulars. If such allowance is included, the employee **cannot** ~~shall not~~ be reimbursed for business travel mileage nor assigned permanently a car for official district business. Any provision of a car for official district business **shall** ~~must~~ conform with [N.J.A.C. 6A:23A-6.12](#) and **shall** be supported by detailed justification. No contract shall include a provision of a dedicated driver or chauffeur.
13. All Superintendent contracts shall include, **pursuant to N.J.S.A. 18A:17-15.1**, the required provision **that** ~~pursuant to N.J.S.A. 18A:17-15.1 which~~ states that **the contract is null and void** in the event the Superintendent's certificate is revoked; ~~the contract is null and void~~.
14. No contract shall include a provision for additional compensation upon the acquisition of a graduate degree unless the graduate degree is conferred by **an 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 **an a-regionally** accredited **institution**, college, or university ~~as defined in applicable regulations~~.

The review and approval of an employment contract for the Superintendent ~~of Schools~~ shall not include maximum salary amounts pursuant to [N.J.S.A. 18A:7-8.j](#).

Any actions by the Executive County Superintendent undertaken pursuant to [N.J.S.A. 18A:7-8.1](#), [N.J.A.C. 6A:23A-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](#), Controversies and Disputes.

[N.J.S.A. 18A:7-8](#); [18A:7-8.1](#); [18A:11-11](#)
[N.J.A.C. 6A:23A-3.1](#); [6A:23A-7](#) *et seq.*

Adopted: 11 November 2021

Berkeley Heights Public School District

6111 SPECIAL EDUCATION MEDICAID INITIATIVE (SEMI) PROGRAM (M) M

Every New Jersey school district, with the exception of any district that obtains a waiver of the requirements of [N.J.A.C. 6A:23A-5.3](#) ~~pursuant to the procedures set forth at N.J.A.C. 6A:23A-5.3(b)~~, shall take appropriate steps to maximize its revenue from the Special Education Medicaid Initiative (SEMI) ~~p~~Program by following the policies and procedures to maximize participation in the program as set forth in [N.J.A.C. 6A:23A-5.3](#)(d) and to comply with all program requirements as set forth in [N.J.A.C. 6A:23A-5.3](#)(e).

The school district may seek, in the prebudget year, a waiver of the requirements of [N.J.A.C. 6A:23A-5.3](#) in accordance with the procedures as outlined in [N.J.A.C. 6A:23A-5.3](#)(b). As part of the annual budget information, the **New Jersey** Department of Education shall provide each ~~school~~ district with a projection of available SEMI reimbursement for the budget year, as determined by the **New Jersey State** Department of Treasury's third party administrator for SEMI.

~~Beginning with the 2009-2010 school year, T~~he ~~school~~ district shall recognize as revenue in its annual ~~school~~ district budget no less than ninety percent of the projection ~~provided by the Department of Education~~. The district may seek approval from the Executive County Superintendent to use its own projection of SEMI reimbursement upon demonstration that the numbers it used in calculating the projection are more accurate than the projection provided.

If the ~~school~~ district has not obtained a waiver, the school district shall strive to achieve maximum participation in the SEMI program. "Maximum participation" means obtaining a ninety percent return rate of parental consent forms for all SEMI eligible pupils. Districts shall enter all pupils following their evaluations into the third-party system **as determined by the New Jersey Department of the Treasury** to identify the district's universe of eligible pupils. This ~~may can~~ be done without parental consent.

If the district participates ~~Districts participating~~ in the SEMI reimbursement program, **the district** shall comply with program requirements as outlined in [N.J.A.C. 6A:23A-5.3](#)(e).

If the ~~A-school~~ district ~~that~~ has less than ninety percent participation of SEMI eligible pupils in the prebudget year or that has failed to comply with all program requirements ~~at set forth in N.J.A.C. 6A:23A-5.3(e)~~, **the district** shall submit a SEMI action plan to the Executive County Superintendent for review and approval as part of the ~~school~~ district's proposed budget submission. The district's SEMI action plan shall include the components as outlined in [N.J.A.C. 6A:23A-5.3](#)(g).

If the district does ~~Districts that did~~ not achieve ninety percent participation, or **does not** achieve their approved benchmarks in the SEMI program for a given budget year and cannot demonstrate that they fully implemented their **New Jersey** Department of

Education approved SEMI action plan **required at N.J.A.C. 6A:23A-5.3(f) and (g), the district** shall be subject to review for the withholding of State aid by the Commissioner of Education, pursuant to [N.J.S.A. 18A:55-3](#) in an amount equal to the SEMI revenue projection based on their approved benchmark for the budget year, if applicable, less actual SEMI reimbursements for the budget year. The State aid deduction shall be made in the second subsequent year after the budget year.

If the district does not meet the requirement of the cost-settlement components of SEMI, the district may be required to refund all or part of their SEMI reimbursements.

[N.J.A.C. 6A:23A-5.3](#)

Adopted: 13 November 2008

Revised: 12 May 2011

Berkeley Heights Public School District

REGULATION GUIDE

FINANCES

R 6111/page 1 of 10

Special Education Medicaid Initiative

(SEMI) Program

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[See POLICY ALERT Nos. 182, 188, and 235]

R 6111 SPECIAL EDUCATION MEDICAID INITIATIVE (SEMI) PROGRAM

Every New Jersey school district, with the exception of any district that obtains a waiver of the requirements ~~at of N.J.A.C. 6A:23A-5.3(b) pursuant to the procedures set forth at N.J.A.C. 6A:23A-5.3(b)~~ and **A. below**, shall take appropriate steps to maximize its revenue from the Special Education Medicaid Initiative (SEMI) ~~p~~Program by following **the** policies and procedures to maximize participation in the program ~~at as set forth in N.J.A.C. 6A:23A-5.3(d) and C.1. below~~ and to comply with all program requirements ~~at as set forth in N.J.A.C. 6A:23A-5.3(e) and C.2. below~~.

A. Waiver

1. The school district may seek, in the prebudget year, a waiver of the requirements of N.J.A.C. 6A:23A-5.3, **Policy 6111, and this Regulation** upon demonstration that for the subsequent school year: **the district projects, based on reliable evidence, that it will have forty or fewer Medicaid-eligible classified students.**
 - a. **The application for a waiver of the requirements of N.J.A.C. 6A:23A-5.3, Policy 6111, and this Regulation shall be made to the Executive County Superintendent no less than forty-five days prior to the submission of the district's proposed budget for the school year to which the waiver request applies. The Executive County Superintendent shall notify the district of the decision on the waiver application within twenty days of receipt of the waiver request. If the waiver is not granted, the district shall submit to the Executive County Superintendent a SEMI action plan required at N.J.A.C. 6A:23A-5.3(f) and D. below as part of its annual district budget submission, or shall demonstrate**



REGULATION GUIDE

to the Executive County Superintendent that the district has achieved maximum participation in the SEMI program in the prebudget year.

FINANCES

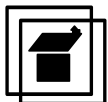
R 6111/page 2 of 10

Special Education Medicaid Initiative
(SEMI) Program

- a. ~~The district projects, based on reliable evidence, that it will have forty or fewer Medicaid eligible classified students; or~~
 - b. ~~The district demonstrates that efforts to participate in SEMI would not provide a cost benefit to the district, based on the projection of the district's available SEMI reimbursement for the budget year as set forth in N.J.A.C. 6A:23A-5.3 (e) and B. below.~~
2. ~~The application for a waiver of the requirements of N.J.A.C. 6A:23A-5.3 shall be made to the Executive County Superintendent no less than forty-five days prior to the submission of the district's proposed budget for the school year to which the waiver request applies. The Executive County Superintendent shall notify the district of the decision on the waiver application within twenty days of receipt of the waiver request. If the waiver is not granted, the district shall submit a SEMI action plan to the Executive County Superintendent as required by N.J.A.C. 6A:23A-5.3(f) as part of its annual school district budget submission or demonstrate to the Executive County Superintendent the district has achieved maximum participation in the SEMI program in the prebudget year.~~

B. Projection of Available SEMI Reimbursement

1. As part of the annual budget information, the New Jersey Department of Education shall provide **the each** school district with a projection of available SEMI reimbursement for the budget year, as determined by the **New Jersey State** Department of **the** Treasury's **third-party** administrator for SEMI. ~~The projection shall be based on the following:~~



REGULATION GUIDE

- a. The district shall recognize as revenue in its annual school district budget no less than ninety percent of said projection.

FINANCES

R 6111/page 3 of 10

Special Education Medicaid Initiative
(SEMI) Program

- b. The district may seek approval from the Executive County Superintendent to use its own projection of SEMI reimbursement upon demonstration the numbers it used in calculating the projection are more accurate than the projection provided.

a. ~~Number of Medicaid eligible students;~~

b. ~~Assumption of twenty services per eligible students per year;~~

c. ~~One IEP meeting per eligible student per year; and~~

d. ~~Applicable SEMI reimbursement rates.~~

2. ~~Beginning with the 2009-2010 school year, the school district shall recognize as revenue in its annual school district budget no less than ninety percent of the projection of available SEMI reimbursement. The district may seek approval from the Executive County Superintendent to use its own projection of SEMI reimbursement upon demonstration that the numbers it used in calculating the projection are more accurate than the projection provided.~~

C. SEMI Program Requirements

1. The school district shall strive to achieve maximum participation in the SEMI program. **For the purpose of Policy 6111 and this**



REGULATION GUIDE

Regulation, “Maximum participation” means obtaining a ninety percent return rate of parental consent forms for all SEMI-eligible students. Districts shall enter all students following their evaluations into the third-party system **as determined by the New Jersey Department of the Treasury** to identify the district’s universe of eligible students. This ~~may~~ **can** be done without parental consent.

2. **If the district participates** ~~Districts participating~~ in the SEMI reimbursement program, **the district** shall comply with program requirements as follows:

FINANCES

R 6111/page 4 of 10

Special Education Medicaid Initiative
(SEMI) Program

- a. The ~~school~~ district shall implement Policy **6111** and **this Regulation 6111** concerning the effective and efficient administration of the SEMI reimbursement program consistent with the requirements of N.J.A.C. 6A:23A-5.3. **A complete listing of requirements and information are available at the SEMI/MAC website.**
- b. Any service submitted to Medicaid for reimbursement shall be rendered by a Medicaid qualified practitioner, or rendered by a provider under the supervision of a Medicaid qualified practitioner. The following outlines the required documentation for each related service provider:
 - (1) Nurses – copy of license (**educational services certificate issued by the State Board of Examiners** ~~DOE certification~~ is not required for SEMI);
 - (2) Occupational Therapist – copy of license and **educational services certificate issued by the State Board of Examiners** ~~DOE certification~~;
 - (3) Physical Therapist – copy of license and **educational services certificate issued by the State Board of Examiners** ~~DOE certification~~;



REGULATION GUIDE

- (4) Psychologist – copy of **educational services certificate issued by the State Board of Examiners** ~~DOE certification~~;
- (5) Social Worker – copy of **educational services certificate issued by the State Board of Examiners** ~~DOE certification~~; and
- (6) **Speech-language Specialist Therapist**: ~~—copy of DOE — certification — and — American Speech-Language-Hearing Association (ASHA) Certification or Copy~~

FINANCES

R 6111/page 5 of 10
Special Education Medicaid Initiative
(SEMI) Program

~~of DOE certification and past or present license (on or after January 1, 1993); or copy of DOE certification and documentation that the equivalent educational requirements and work experience necessary for ASHA certification have been met.~~

- (a) **Qualification and documentation for provision of evaluation services shall include:**
 - (i) **Copy of licensed physician's orders, which shall be maintained with the student's IEP; or**
 - (ii) **Copy of New Jersey license as a speech-language pathologist and educational services certificate with a speech-language specialist endorsement (N.J.A.C. 6A:9B-14.6) for the individual**



REGULATION GUIDE

whose signature appears on the IEP; or

- (iii) Copy of documentation that identifies the referral of speech services included in or with the student's IEP.

- (b) Qualification for provision of related services shall include:

- (i) Copy of educational services certificate or endorsement issued by the State Board of Examiners and an American Speech-Language-Hearing Association (ASHA) Certificate of Clinical Competence; or

FINANCES

R 6111/page 6 of 10

Special Education Medicaid Initiative
(SEMI) Program

- (ii) Copy of educational services certificate with a speech-language specialist endorsement and a valid license authorized by the State Audiology and Speech-Language Pathology Advisory Committee in accordance with N.J.S.A. 45:3B-1 et seq.

- (7) Audiologist – copy of license issued by the State Audiology and Speech-Language Pathology Advisory Committee in accordance with N.J.S.A. 45:3B-1 et seq.

- c3. Practitioners who are not Medicaid qualified can deliver services under the direction of Medicaid qualified practitioners. **Practitioners who are not Medicaid**



REGULATION GUIDE

qualified These include **only** certified occupational therapist assistants (~~COTAs~~), physical therapist assistants, (~~PTAs~~) and **speech-language specialists who do not meet the qualifications at N.J.A.C. 6A:23A-5.3(e)2.vi(2)(A) or (B) and C.2.b.(6)(i) and C.2.b.(6)(ii) above, and licensed practical nurses correctionists.**

- d4.** Any direct therapy or other related service shall be prescribed in the related services section of the student's IEP prior to submitting a claim to Medicaid for reimbursement. Delivery of nursing services and dispensing of medication **shall must** be referenced in the IEP and supported by physicians' orders or prescriptions, ~~These which shall documents must~~ be maintained on file. ~~The S~~Supporting documentation to be maintained by the ~~school~~ district shall be the cover/signature page, related services section of the IEP, therapy logs, and the evaluations and assessments conducted by the Medicaid-qualified practitioners.

FINANCES

R 6111/page 7 of 10

Special Education Medicaid Initiative
(SEMI) Program

- e5.** Entities where the ~~school~~ district has placed SEMI-eligible students shall take steps to enable ~~school~~ districts to maximize participation, including either logging the eligible services provided directly through the **third-party system as determined by the New Jersey Department of the Treasury vendor** or the sending ~~school~~ district, as mutually agreed upon with the ~~school~~ district, and obtaining SEMI provider qualification certifications. Every out-of-district placement **shall must** provide copies of SEMI provider qualifications, certifications, and licenses. ~~This provision~~ **N.J.A.C. 6A:23A-5.3(e)5.** applies to the following out-of-district placement options:



REGULATION GUIDE

- (1)~~a~~. Approved private schools for students with disabilities;
- (2)~~b~~. Educational services commissions;
- (3)~~c~~. Jointure commissions;
- (4)~~d~~. Vocational half-time programs;
- (5)~~e~~. New Jersey Department of Education ~~r~~Regional ~~d~~Day ~~s~~Schools; and
- (6)~~f~~. County ~~s~~Special ~~s~~Service ~~s~~School ~~d~~Districts.

- f. **If the district does not have an approved waiver pursuant to N.J.A.C. 6A:23A-5.3(b) and A. above the district shall comply with the program requirements to assure the year-end cost settlement of SEMI claims is properly calculated with the standardized submission of quarterly and annual cost data, as well as staff pool lists transmitted directly through the third-party system as determined by the New Jersey Department of the Treasury.**

FINANCES

R 6111/page 8 of 10

Special Education Medicaid Initiative
(SEMI) Program

- g. **To retain reimbursement, if the district does not have an approved waiver pursuant to N.J.A.C. 6A:23A-5.3(b) and A. above, the district shall ensure compliance with the necessary components of the cost settlement requirements which include completion of the online questionnaire – Random Moment Time Study (RMTS) – by staff provided directly through the third-party system as determined by the New Jersey Department of the Treasury.**



REGULATION GUIDE

- h6. All supporting documentation for a Medicaid claim shall be maintained on file and available for audit or State review for at least seven years from the date of service. Supporting documentation shall include provider certification (current and historical for each provider); provider service logs, licenses, and/or **certificates issued by the Division of Consumer Affairs or the New Jersey Department of Education, as applicable**; ~~certifications~~; physician authorizations for nursing services; parental consent forms; attendance records; and copies of the student's IEP.

D. SEMI Action Plan

1. **If the A** school district ~~that~~ has less than ninety percent participation of SEMI-eligible students in the prebudget year or that has failed to comply with all program requirements ~~at set forth in N.J.A.C. 6A:23A-5.3(e) and C.2.~~ above, **the district** shall submit a SEMI action plan to the Executive County Superintendent for review and approval as part of the ~~school~~ district's proposed budget submission.
2. The SEMI action plan shall include the following components:
 - a. Procedures for obtaining parental consent forms, **such as including** the Parental Consent Best Practices ~~that which~~ are available from the New Jersey Department of Education.

FINANCES

R 6111/page 9 of 10

Special Education Medicaid Initiative
(SEMI) Program

- b. Establishment of a benchmark for the ~~2008-2009 school year~~ **of implementation** or for the first year the district does not have an approved waiver pursuant to ~~the provisions of N.J.A.C. 6A:23A-5.3(b) and A.~~ above, whichever is applicable, for obtaining maximum participation of all SEMI-eligible students by the start of the subsequent school year.:



REGULATION GUIDE

- (1) The benchmarks for the **first 2008-2009 school year of implementation** or for the first year ~~that~~ the district does not have an approved waiver pursuant to N.J.A.C. 6A:23A-5.3(b) **and A. above**, whichever is applicable, for achieving maximum participation shall ~~at a minimum~~ close, **at a minimum**, the gap between current participation and maximum participation by fifty percent by the beginning of the subsequent school year; and
 - (2) The benchmarks shall be based on the percentage of parental consent forms collected from eligible students. The number of parental consent forms shall reflect one parental consent form **or one document noting parental refusal** for each eligible student;- ~~This should include documentation of parental refusal to give consent.~~
- c. Procedures to ensure ~~that~~ all IEP meetings are documented in the third-party administrator's system. IEPs are ~~only~~ claimable **only** if a Medicaid qualified practitioner is present **and it is documented that a health-related service is discussed**;
 - d. Procedures to ensure ~~that~~ all SEMI-eligible services, including services provided by entities where the ~~school~~ district has placed SEMI-eligible students, are documented in the third-party administrator's system;-
 - e. Procedures to ensure ~~that~~ a valid IEP is on file and the IEP date is on file in the third-party administrator's system for each SEMI-eligible student for whom parental consent has been obtained;- **and**
- FINANCES
R 6111/page 10 of 10
Special Education Medicaid Initiative
(SEMI) Program
- f. Procedures to ensure ~~that~~ service providers used by the school district and entities where the ~~school~~ district has placed **SEMI-eligible** students have valid licenses and certifications documenting SEMI provider qualifications on file in the third-party administrator's system.



REGULATION GUIDE

3. If the district does not achieve ninety percent participation, or does not achieve their approved benchmarks in the SEMI program for a given budget year and cannot demonstrate they fully implemented their New Jersey Department of Education-approved SEMI action plan required at N.J.A.C. 6A:23A-5.3(f) and (g) and D. above, the district shall be subject to review for the withholding of State aid by the Commissioner of Education, pursuant to N.J.S.A. 18A:55-3, in an amount equal to the SEMI revenue projection based on their approved benchmark for the budget year, if applicable, less actual SEMI reimbursements for the budget year. The State aid deduction shall be made in the second subsequent year after the budget year.
 4. If the district does not meet the requirement of the cost-settlement components of SEMI, the district may be required to refund all or part of their SEMI reimbursements.
- ~~E. Districts that did not achieve ninety percent participation, or achieve their approved benchmarks in the SEMI program for a given budget year and cannot demonstrate they fully implemented their New Jersey Department of Education-approved SEMI action plan required above shall be subject to review for the withholding of State aid by the Commissioner pursuant to N.J.S.A. 18A:55-3 in an amount equal to the SEMI revenue projection based on their approved benchmark for the budget year, if applicable, less actual SEMI reimbursements for the budget year. The State aid deduction shall be made in the second subsequent year after the budget year.~~

Issued:



6220 BUDGET PREPARATION (M)

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The annual budget is the financial plan for the effectuation of the educational plan for the district. ~~its preparation is, therefore, one of the most important functions performed by the Board of Education.~~ The budget shall be designed to carry out that plan in a thorough and efficient manner, to maintain school district facilities, and to honor continuing obligations of the district.

A proposed budget requires the critical analysis **by** ~~of~~ every member of the Board **of Education** during its preparation. The administration shall work with the Board to ensure Board members have a thorough understanding of the budget appropriations, budget revenue, the proposed educational program and the budget's impact to the local tax levy. The Board shall also provide for community input during the budget development process. Once the budget is adopted by the Board and approved by the Executive County Superintendent, the Board members shall inform the community on the details of the budget.

~~The annual school district budget and supporting documentation shall be prepared in accordance with the provisions of N.J.S.A. 18A:7F et seq. and N.J.A.C. 6A:23A-8.1 et seq. The Board will obtain approval of the local funding for a non-referendum capital project (school facility project or other capital project) in accordance with the provisions of N.J.A.C. 6A:23A-8.4.~~

The annual school district budget and supporting documentation shall be prepared in accordance with the provisions of N.J.S.A. 18A:7F; N.J.S.A. 18A:22-7 and 18A:22-8; and N.J.A.C. 6A:23A-8. The Board shall adopt and ~~will submit its proposed budget and supporting documentation as prescribed by the Commissioner~~ to the Executive County Superintendent for approval, together with Commissioner-prescribed supporting documentation, a budget that provides for a thorough and efficient education pursuant to N.J.A.C. 6A:23A-8.1(a). Pursuant to N.J.A.C. 6A:26-3.7 and 6A:26-3.12, the Board shall obtain approval of the local funding for a non-referendum capital project (school facility project or other capital project) in accordance with N.J.A.C. 6A:23A-8.4.

The budget will be presented to the Board of Education to allow adequate time for review and adoption. The budget should evolve **primarily** from the needs of the individual schools as expressed by the Building Principals and the district educational program as expressed by the central administrative staff and be compatible with approved district plans.

The Board shall include in the budget application to the Executive County Superintendent a complete reporting of revenues and appropriations and other requirements pursuant to [N.J.S.A. 18A:22-8 - 1 et seq.](#) and [N.J.S.A. 18A:7F-5 through 63.](#)

The Board, upon submission of its budget application to the Executive County Superintendent or by the statutory submission date, whichever is earlier, shall make available upon request for public inspection all budget and supporting documentation contained in the budget application and all other documents listed in [N.J.A.C. 6A:23A-8.1](#) once the budget application has been submitted to the Executive County Superintendent for approval.

The budget as adopted for the school year pursuant to [N.J.S.A. 18A:7F-5](#) shall be provided for public inspection on the district's **website** ~~Internet site~~, if one exists, and made available in print in a "user-friendly" plain language budget summary format in accordance with the provisions of [N.J.A.C. 6A:23A-8.1](#)(c).

All budgetary and accounting systems used in the school district must be in accordance with double entry bookkeeping and Generally Accepted Accounting Principles as required in [N.J.A.C. 6A:23A-16.1](#) *et seq.*

[N.J.S.A. 18A:7F](#) *et seq.*; [18A:22-7](#) *et seq.*
[N.J.A.C. 6A:23A-8.1](#) *et seq.*; [6A:23A-16.1](#) *et seq.*

Adopted: 12 June 1967

Revised: 8 April 1974, 11 February 1991, 12 July 2001, 5 February 2012

Berkeley Heights Public School District