



# New Jersey School Boards Association

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Ms. Lucille E. Davy  
Commissioner of Education  
New Jersey Department of Education  
100 River View Executive Plaza  
P.O. Box 500  
Trenton, NJ 08625-0500

Dear Commissioner Davy:

This letter addresses in specific detail NJSBA's comments on the Draft Accountability Regulations.

General Comment: We rely on our previous comments to the relevant provisions.

1. 6A:XX-3.1

- a. Section a - The language on Executive County Superintendent, Acting Executive County Superintendent, Assistant Commissioner for Field Services is a good addition and should be applied to all situations in the accountability code. We have different counties doing different things on contract approvals depending on whether an Executive County Superintendent has been appointed or not. This language resolves the issue.
- b. Section a - On renegotiations, extensions, amendments, etc, what if the original contract had not been approved by the Executive County Superintendent?
- c. Section a - If approval of the contract is necessary prior to the hearing, what is the purpose of the hearing and what if the board and employee want to revise the contract based on public commentary? Would another approval be necessary?
- d. Sections h and i – Clarification is necessary as to whom the sick leave and vacation provisions apply. NJSBA believes that the provisions only apply to the superintendent as the superintendent is the only employee not hired in accordance with 18A:27-4.1. It would not apply to the assistant superintendent and school business administrator. Clarification is also necessary as to the situation where a superintendent has accumulated supplemental compensation and leaves one district for another. Since the supplemental compensation is only payable upon retirement, does the first district hold money in escrow until the superintendent retires, maybe 10 years down the road? Is the new district of employment responsible for the payment? Does the new district get to offer an additional \$15,000? Why the difference in payment for sick leave v. vacation leave if the employee dies? See Morris appellate division case reference in the original commentary.
- e. Section j – what if the employee is a 10 month employee, how would the 260 day per diem apply?

2. 6A:XX-5.2

- a. The process for obtaining legal advice is extremely complex and has the potential to create additional liability issues for the board of education. Having a non-attorney make decisions regarding whether to seek legal advice or not, is bad public policy as it requires an untrained individual to make decisions on legal

matters. The additional administrative work required by this section will require the hiring of additional staff at a time when districts are trying to reduce administrative costs.

- b. It is unclear if the requirements for request for legal advice apply to employees, board members or both? Clarification is necessary.
  - c. Regarding requests for legal advice needing to be in writing, would an email constitute a writing?
  - d. What if the attorney is an in-house employee? How do these rules apply?
  - e. What if the district negotiates a retainer agreement with the attorney which is financially advantageous to the board?
3. 6A:XX-5.3
- a. The SEMI requirements are extremely administratively burdensome and will require the hiring of additional administrative staff at a time when districts are trying to reduce administrative costs.
  - b. Why 30 students?
  - c. NJSBA has concerns regarding the entering of students into the third party system without parental consent.
  - d. What incentive is there for private placement schools to comply with all of the SEMI administrative requirements to maximize participation? What compliance mechanisms are in place for those who do not comply?
4. 6A:XX-5.5
- a. Who pays for the additional audits and samplings?
5. 6A:XX-5.8
- a. Are board members included in the definition of dignitaries? It would seem so, given the need to include board members in the list of people who participated in a school district event. However, employees are included as well and they are specifically exempted from the dignitary definition.
6. 6A:XX-5.9
- a. The requirement for approval when more than three board members attend is still in the document. It was represented that it would be removed.

We look forward to working with you and your department for the continued success of New Jersey's public school students.

Sincerely,



Michael A. Vrancik  
Director, Governmental Relations

cc: Katie Atwood, Assistant Commissioner  
Donna Arons, Special Assistant to the Commissioner