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## 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 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) Program by following 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).

### 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 upon demonstration that for the subsequent school year:
  - a. The district projects, based on reliable evidence, that it will have thirty or fewer Medicaid eligible classified pupils; 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 (c) and B. below.
2. For the 2008-2009 school year, the waiver request must be submitted to the Executive County Superintendent by September 1, 2008. The Executive County Superintendent or Acting Executive County Superintendent shall promptly review the request and render a decision no later than September 30, 2008.
3. Beginning with the 2009-2010 school year, 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 each school district with a projection of available SEMI reimbursement for the budget year, as determined by the State Department of Treasury's third party administrator for SEMI. The projection shall be based on the following:
  - a. Number of Medicaid eligible pupils;
  - b. Assumption of twenty services per eligible pupils per year;
  - c. One IEP meeting per eligible pupil 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. "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 to identify the district's universe of eligible pupils. This can be done without parental consent.
2. Districts participating in the SEMI reimbursement program shall comply with program requirements as follows:
  - a. The school district shall implement Policy and 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.



- 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 (DOE certification is not required for SEMI);
  - (2) Occupational Therapist – copy of license and DOE certification;
  - (3) Physical Therapist - copy of license and DOE certification;
  - (4) Psychologist – copy of DOE certification;
  - (5) Social Worker - copy of DOE certification;
  - (6) Speech Therapist – copy of license, DOE certification, and ASHA certification or Masters Degree in Speech Pathology on or after January 1, 1993.
3. Practitioners who are not Medicaid qualified can deliver services under the direction of Medicaid qualified practitioners. These include certified occupational therapist assistants (COTAs), physical therapist assistants (PTAs) and speech correctionists.
4. Any direct therapy or other related service shall be prescribed in the related services section of the pupil's IEP prior to submitting a claim to Medicaid for reimbursement. Delivery of nursing services and dispensing of medication must be referenced in the IEP and supported by physicians' orders or prescriptions. These documents must be maintained on file. The 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.
5. Entities where the school district has placed SEMI eligible pupils shall take steps to enable school districts to maximize participation, including either logging the eligible services provided directly through the 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 must provide copies of SEMI provider qualifications, certifications and licenses. This provision applies to the following out-of-district placement options:



- a. Approved private schools for pupils with disabilities;
  - b. Educational services commissions;
  - c. Jointure commissions;
  - d. Vocational half-time programs;
  - e. Department of Education Regional Day Schools; and
  - f. Special Service School Districts.
6. 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 certifications, physician authorizations for nursing services, parental consent forms, attendance records, and copies of the pupil's IEP.

#### D. SEMI Action Plan

1. Each school district that has less than ninety percent participation of SEMI eligible pupils in the 2007-2008 school year or has failed to comply with all program requirements set forth in C. above, shall demonstrate a good faith effort to achieve maximum participation and to maximize available SEMI revenue during the 2008-2009 school year by submitting a SEMI action plan to the Executive County Superintendent for review and approval by September 1, 2008. In subsequent years, each 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 set forth in C. above 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 including the Parental Consent Best Practices which are available from the New Jersey Department of Education.



- b. Establishment of a benchmark for the 2008-2009 school year 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), whichever is applicable, for obtaining maximum participation of all SEMI eligible pupils by the start of the subsequent school year:
  - (1) The benchmarks for the 2008-2009 school year 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), whichever is applicable, for achieving maximum participation shall at a minimum close 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 pupils. The number of parental consent forms shall reflect one parental consent form for each eligible pupil. 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 if a Medicaid qualified practitioner is present.
- d. Procedures to ensure that all SEMI eligible services, including services provided by entities where the school district has placed SEMI eligible pupils, 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 pupil for whom parental consent has been obtained.
- f. Procedures to ensure that service providers used by the school district and entities where the school district has placed SEMI eligible pupils have valid licenses and certifications documenting SEMI provider qualifications on file in the third-party administrator's system.



# REGULATION

## POINT PLEASANT SCHOOLS

FINANCES

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Special Education Medicaid Initiative (SEMI) Program

- 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.

Adopted: September 22, 2008  
May 26, 2009



## R 6160 GRANTS FROM PRIVATE SOURCES

The Board of Education encourages and will accept funding from private sources, in accordance with Policy No. 6160. The following regulations govern the development and processing of private funding proposals.

### A. Sources

1. The Administrative Team shall research sources of private funding through individuals and foundations. He/She shall prepare a list of appropriate funding sources in the community and state.
2. All school district employees are encouraged to be alert to possibilities for private resources for school aid, financial and in-kind, from community members and organizations. Any such possibility should be reported to the Superintendent, who will explore the potential for aid with the employee and, as appropriate, the private resource.
3. The Superintendent and/or designee will visit the directors of foundations interested in educational progress and research to explore areas of mutual interest. He/She will determine whether the foundation will support specific program grants, graduate work for teaching staff members, the construction and/or improvement of school facilities, professional growth activities, arts education, community education, community and school liaison activities, and so forth.
4. The School Business Administrator/Board Secretary and Board members, in consultation with the Superintendent, will identify specific district needs and formulate proposals for funding that meet those needs.

### B. Approval

Any proposal for private funding must be submitted to the Superintendent before it is formally submitted to the Board of Education for approval. The rationale for the proposal must set forth the objectives for the funding, the proposed program statement, and the means by which the objectives will be evaluated.

Adopted: May 26, 2009



## R 6220 BUDGET PREPARATION

The annual school district budget will be prepared in accordance with the following procedure.

### A. Responsibility

1. The School Business Administrator/Board Secretary is responsible for the administration and coordination of all budget preparation activities and will be guided by the budget planning forecasts prepared in accordance with Policy No. 6210.
2. Each Principal will assess the educational needs of the pupils, collect and evaluate the requests for funds submitted by the teaching and support staff members in his/her building, and compile an estimate of the total building needs for the next budget year. The estimate will be submitted to the School Business Administrator/Board Secretary.
3. Each central office administrator will assess the needs of the program operation for which he/she is responsible (such as staff recruiting, facilities maintenance, transportation, capital improvements) and will prepare an estimate of the program needs for the next budget year. The estimate will be submitted to the School Business Administrator/Board Secretary.

### B. Priorities

1. All estimates submitted to the School Business Administrator/Board Secretary in accordance with A2 and A3 will be reasonably detailed and supported by appropriate documentation to justify the expenditures requested. The administrators charged with estimating budgetary needs will be guided by these cost priorities, listed in order of descending importance.
  - a. Staffing adequate to sustain the current instructional program,
  - b. Supplies and equipment adequate to sustain the current instructional program,
  - c. Maintenance of current facilities and programs,
  - d. New staff members to improve or expand the current program,
  - e. New supplies and equipment to improve or expand the current instructional program, and
  - f. New instructional programs.



2. The School Business Administrator/Board Secretary will review all estimates for budget allocations and, as necessary, discuss justifications and possible alternatives with the originating administrator. The School Business Administrator/Board Secretary will:
  - a. Compare budget requests with inventory to determine whether requested resources are presently available;
  - b. Analyze budget requests on a district-wide basis to determine whether requested resources can be shared; and
  - c. Analyze budget requests for staffing requirements and convert those requirements to dollar equivalents.

C. Form

The tentative budget shall contain:

1. The total expenditure for each item for the preceding school year, the amount appropriated for the current school year adjusted for transfers as of the date specified by the New Jersey Department of Education of the current school year, and the amount estimated to be necessary to be appropriated for the ensuing school year, indicated separately for each item as determined by the Commissioner;
2. The amount of the surplus account available at the beginning of the preceding school year, at the beginning of the current school year and the amount anticipated to be available for the ensuing school year;
3. The amount of revenue available for budget purposes from the preceding school year, the amount available for the current school year as of the date specified by the New Jersey Department of Education and the amount anticipated to be available for the ensuing school year in the following categories as applicable:
  - a. Revenues to be raised by local sources;
  - b. Revenues from State Aid;
  - c. Revenues from Federal Aid;
  - d. Revenues from intermediate sources;
  - e. Other sources of revenue.



4. Transfers between current expense and capital outlay for the preceding school year, the current school year as of the date specified by the New Jersey Department of Education of that year and transfers anticipated for the ensuing school year.
5. A presentation of the pupil population for the current school year and immediate past school year as reported in the application for State School Aid, and an estimate of the anticipated pupil population for the next school year; and
6. An estimate of staff composition by numbers in each administrative, instructional, and educational services area for the next school year.
7. All budgetary and accounting systems used in the school district must be in accordance with double entry bookkeeping and Generally Accepted Accounting Principles as included in statutes and administrative code.

D. Timeline

The School Business Administrator/Board Secretary will submit the tentative budget recommendations to the Superintendent in accordance with the budget timeline established by the New Jersey Department of Education and the Board. The proposed expenditures and anticipated revenues in the tentative budget will be supported by sufficient explanatory information to enable the Superintendent and Board to determine their validity.

Adopted: May 26, 2009



## R 6320 PURCHASES SUBJECT TO BID

### A. Definitions

1. "Purchasing agent" means the School Business Administrator/Board Secretary or the Business Manager of the Board of Education duly assigned the authority, responsibility and accountability for the purchasing activity of the Board and having the power to prepare advertisements, to advertise for and receive bids and to award contracts as permitted by this chapter, but if there be no School Business Administrator/Board Secretary or Business Manager, such officer, committees or employees to whom such power has been delegated by the Board.
2. "Aggregate" means the sums expended or to be expended for the provision or performance of any goods or services in connection with the same immediate purpose or task, or the furnishing of similar goods or services, during the same contract year through a contract awarded by a purchasing agent.
3. "Bid threshold" means the dollar amount set in N.J.S.A. 18A:18A-3, above which a Board shall advertise for and receive sealed bids in accordance with procedures set forth in N.J.S.A. 18A:18A-1 et seq.
4. "Contract year" means the period of twelve consecutive months following the award of a contract.
5. "Goods and services" or "goods or services" means any work, labor, commodities, equipment, materials, or supplies of any tangible or intangible nature, except real property or any interest therein, provided or performed through a contract awarded by a purchasing agent, including goods and property subject to N.J.S.A. 12A:2-101 et seq.
6. "Lowest price" means the least possible amount that meets all requirements of the request of a purchasing agent.
7. "Lowest responsible bidder or vendor" means the bidder or vendor: (1) whose response to a request for bids offers the lowest price and is responsive; and (2) who is responsible.
8. "Official newspaper" means any newspaper designated by the Board pursuant to R.S.35:1-1 et seq.



9. "Quotation" means the response to a formal or informal request made by a purchasing agent to a vendor for provision or performance of goods or services, when the aggregate cost is less than the bid threshold. Quotations may be in writing or taken verbally if a record is kept by the purchasing agent.
  10. "Responsible" means able to complete the contract in accordance with its requirements, including but not limited to requirements pertaining to experience, moral integrity, operating capacity, financial capacity, credit, and workforce, equipment, and facilities availability.
  11. "Responsive" means conforming in all material respects to the terms and conditions, specifications, legal requirements, and other provisions of the request.
  12. "Proprietary" means goods or services of a specialized nature, that may be made or marketed by a person or persons having the exclusive right to make or sell them, when the need for such goods or services has been certified in writing by the Board to be necessary for the conduct of its affairs.
  13. "Service or services" means the performance of work, or the furnishing of labor, time, or effort, or any combination thereof, not involving or connected to the delivery or ownership of a specified end product or goods or a manufacturing process. Service or services may also include an arrangement in which a vendor compensates the Board for the vendor's right to operate a concession.
- B. Solicitation of Bids
1. Bids will be solicited by advertisements placed by the School Business Administrator/Board Secretary in strict compliance with N.J.S.A. 18A:18A-21 and Policy No. 6320. Any advertisements placed without the prior approval of the Board will be reported to the Board at its next meeting.
  2. Each specification will offer a clearly stated, common standard of competition and will assert the Board's right to accept reasonable equivalents and to reject all bids in accordance with N.J.S.A. 18A:18A-22 and to readvertise. Each specification will also include the Board's right to disqualify a bidder in accordance with N.J.S.A. 18A:18A-4 et seq. Bid specifications will not be proprietary as to exclude bidders without the opportunity to provide equivalent goods and/or services.



3. The Board office will maintain a copy of each bid advertisement and will record the newspaper in which it was advertised and the dates on which it was published.

## C. Bid Requirements

1. Bids must be prepared on forms supplied by the school district and must be fully completed, in ink or typewritten, and signed by the bidder. Oral revisions will not be accepted.
2. Bid prices must include delivery to the point of use, unpacking when required, and installation when required. As necessary, bidders may be required to provide instruction in the use and care of equipment delivered both by demonstration and in written form.
3. Bids must include unit prices as well as the total price. In any error in extension, the unit price shall be considered the accurate figure.
4. Because the school district is exempt from the payment of sales and use taxes, all charges for taxes must be borne by the bidder.
5. The bid must note in detail any deviations from specifications. When the specifications indicate a product of a particular manufacturer, model, or brand, the bidder shall bid that particular manufacturer, model, or brand or, unless the specifications prohibit substitution, a substitute proven to be of equal or better grade. If a substitute is bid, the bid must include detailed documentation of its equivalency. Bidders may be required to submit samples of materials or products, to be retained by the Board. The Board shall determine the equivalency or acceptability of any substitute.
6. The manufacturer's written warranties and guarantees must accompany each bid. Bidders should state in writing any additional guarantees that will become a part of the bid and considered in making the award.
7. The bid shall include a delivery date or the date on which services bid upon will commence.



8. Where applicable, service facilities and convenience of service will be considered as part of the bid and should be included by the bidder. When necessary, a bidder shall submit evidence of his or her ability to provide proper installation, service, and supplies and/or indicate that the provision of the services and supplies is a regular and continuous part of the bidder's business.
  9. Where necessary, the bidder shall certify that all applicable Federal and State laws, municipal ordinances, and Board policies have been obeyed in the manufacture, processing, packaging, delivery, and sale of goods and services to the school district. The bidder must declare compliance with:
    - a. Affirmative action requirements, pursuant to N.J.S.A. 18A:18A-51,
    - b. Stockholders" disclosure statement, pursuant to N.J.S.A. 18A:12-2,
    - c. Non-collusion certification, pursuant to N.J.S.A. 18A:6-8,
    - d. And all other documents so required by law and the bid specification.
  10. The bidder must declare that no member of the Board or any officer or employee of the school district is directly or indirectly interested in the contract or purchase bid on.
- D. Receipt of Bids
1. Bids will be received at the time and place announced and will be opened by the School Business Administrator/Board Secretary in accordance with law. All bids will be submitted in sealed envelopes clearly marked with the words "BID OPENING," the date and time of the opening, and the nature of the contract bid on.
  2. Each bid will be accompanied by a deposit for bid security, which will be returned to unsuccessful bidders.
  3. A written request for the withdrawal of a bid will be granted if the request is received by the School Business Administrator/Board Secretary before the scheduled time for opening bids.
  4. A bidder who claims, before bids are opened, that a mistake has been made in its preparation will be allowed to withdraw the bid but will lose the right to bid.



5. A bidder who discovers a mistake or omission after bids have been opened may withdraw the erroneous bid provided the bidder gives immediate written notice of the mistake or omission and certification supported by clear evidence, that he or she exercised reasonable care in the examination of the specifications and preparation of the bid. Any bidder who withdraws an open bid shall forfeit any bid security deposit with the bid.
- E. Award of Contract
1. Bids will be opened by the School Business Administrator/Board Secretary or designee, in the presence of one or more witnesses, at the time and place advertised.
  2. The Board will award and sign a contract or reject all bids in accordance with N.J.S.A. 18A:18A-36 and within the time as may be specified in the invitation to bid, but in no case more than sixty days, except that the bids of any bidders who consent may, at the request of the Board, be held for consideration for such longer period as may be agreed.
  3. The Board will award the contract to the lowest responsible bidder or will reject all bids. If all bids are rejected, the Board will readvertise or purchase under a state contract.
  4. The Board reserves the right to reject any bid and may waive technical deficiencies in an otherwise acceptable bid when such waiver is in the public interest.
  5. No contract or order awarded by the Board shall be sublet or assigned without the written consent of the School Business Administrator/Board Secretary.
  6. The successful bidder may be required in the bid specifications and upon award of the contract to furnish a surety or performance bond issued by a responsible surety company authorized to transact business in New Jersey, for 100% of the total contract price, insuring faithful performance of the contract. The bond, pursuant to N.J.S.A. 18A:18A-23 and 24, shall be payable to the Board and the cost of the bond is to be included in the bid.
  7. The bidder's failure to perform his or her contract with the Board in accordance with the bid accepted by the Board or failure to meet performance bond requirements may result in forfeiture of the bidder's deposit as liquidated damages and not as a penalty.



8. Every bidder is assumed to be acquainted with all the information necessary for the submission of an informed and responsible bid. A successful bidder will be responsible for any errors in his or her proposal resulting from the bidder's failure or neglect to obtain information and forecast costs. The Board will not be responsible for any change in anticipated profits resulting from such failure or neglect.
  9. When a contractor fails to perform the terms of the contract promptly, the Board shall give written notice of default. If the contractor fails to cure the default within the time permitted by the notice, the Board may terminate the contract and, at the expense of the contractor or the surety, complete the contract or cause the contract to be completed.
- F. Bidder Disqualification
1. The Board may, by resolution approved by a majority of the Board, and pursuant to N.J.S.A. 18A:18A-4 disqualify a bidder who would otherwise be determined to be the lowest responsible bidder, if the Board finds that it has had prior negative experience with the bidder.
    - a. As used in this section, "prior negative experience" means any of the following:
      - (1) The bidder has been found, through either court adjudication, arbitration, mediation, or other contractually stipulated alternate dispute resolution mechanism, to have: failed to provide or perform goods or services; or failed to complete the contract in a timely manner; or otherwise performed unsatisfactorily under a prior contract with the Board;
      - (2) The bidder defaulted on a contract, thereby requiring the Board to utilize the services of another contractor to provide the goods or perform the services or to correct or complete the contract;
      - (3) The bidder defaulted on a contract, thereby requiring the Board to look to the bidder's surety for completion of the contract or tender of the costs of completion; or



- (4) The bidder is debarred or suspended from contracting with any of the agencies or departments of the executive branch of the State of New Jersey at the time of the contract award, whether or not the action was based on experience with the Board.
- b. The following conditions apply if the Board is contemplating a disqualification based on prior negative experience:
- (1) The existence of any of the indicators of prior negative experience set forth in this section shall not require that a bidder be disqualified. In each instance, the decision to disqualify shall be made within the discretion of the Board and shall be rendered in the best interests of the Board.
  - (2) All mitigating factors shall be considered in determining the seriousness of the prior negative experience and in deciding whether disqualification is warranted.
  - (3) The bidder shall be furnished by the Board with a written notice
    - (a) Stating that a disqualification is being considered;
    - (b) Setting forth the reason for the disqualification; and
    - (c) Indicating that the bidder shall be accorded an opportunity for a hearing before the Board if the bidder so requests within a stated period of time. At the hearing, the bidder shall show good cause why the bidder should not be disqualified by presenting documents and testimony. If the Board determines that good cause has not been shown by the bidder, it may vote to find the bidder lacking in responsibility and, thus, disqualified.
  - (4) Disqualification shall be for a reasonable, defined period of time which shall not exceed five years.
  - (5) A disqualification, other than a disqualification pursuant to which a Board is prohibited by law from entering into a contract with a bidder, may be voided or the period thereof may be reduced, in the discretion of the Board, upon the submission of a good faith



application under oath, supported by documentary evidence, setting forth substantial and appropriate grounds for the granting of relief, such as reversal of a judgment, or actual change of ownership, management or control of the bidder.

- (6) An opportunity for a hearing need not be offered to a bidder whose disqualification is based on its suspension or debarment by an agency or department of the executive branch of the State of New Jersey. The term of such a disqualification shall be concurrent with the term of the suspension or debarment by the State agency or department.

Adopted: May 26, 2009



## R 6340 MULTIPLE YEAR CONTRACTS

- A. All contracts for the provision or performance of goods or services will be awarded for a period not to exceed twenty-four consecutive months, except that contracts for professional services pursuant to paragraph (1) of subsection a. of N.J.S.A. 18A:18A-5 shall be awarded for a period not to exceed twelve consecutive months.
- B. The Board may award a contract for longer periods of time as follows:
1. Supplying of:
    - a. Fuel for heating purposes, for any term not exceeding in the aggregate, three years;
    - b. Fuel or oil for use of automobiles, autobuses, motor vehicles or equipment, for any term not exceeding in the aggregate, three years;
    - c. Thermal energy produced by a cogeneration facility, for use for heating or air conditioning or both, for any term not exceeding forty years, when the contract is approved by the Board of Public Utilities. For the purposes of this paragraph, "cogeneration" means the simultaneous production in one facility of electric power and other forms of useful energy such as heating or process steam; or
  2. Plowing and removal of snow and ice, for any term not exceeding in the aggregate, three years; or
  3. Collection and disposal of garbage and refuse, for any term not exceeding in the aggregate, three years; or
  4. Data processing service, for any term of not more than seven years; or
  5. Insurance, including the purchase of insurance coverages, insurance consultant or administrative services, and including participation in a joint self-insurance fund, risk management program or related services provided by a school Board insurance group, or participation in an insurance fund established by a county pursuant to N.J.S.A. 40A:10-6, or a joint insurance fund established pursuant to P.L.1983, c.372 (C.40A:10-36 et seq.), for any term of not more than three years; or



6. Leasing or servicing of automobiles, motor vehicles, electronic communications equipment, machinery and equipment of every nature and kind and textbooks and non-consumable instructional materials, for any term not exceeding in the aggregate, five years; provided, however, such contracts shall be awarded only subject to and in accordance with rules and regulations promulgated by the State Board of Education; or
  7. Supplying of any product or the rendering of any service by a company providing voice, data, transmission or switching services, for a term not exceeding five years; or
  8. Driver education instruction conducted by private, licensed driver education schools, for any term not exceeding in the aggregate, three years;
  9. Provision or performance of goods or services for the purpose of conserving energy in the buildings owned by any local Board of education, the entire price of which shall be established as a percentage of the resultant savings in energy costs, for a term not to exceed fifteen years; except that these contracts shall be entered into only subject to and in accordance with guidelines promulgated by the Board of Public Utilities establishing a methodology for computing energy costs;
  10. Any single project for the construction, reconstruction or rehabilitation of any public building, structure or facility, or any public works project, including the retention of the services of any architect or engineer in connection therewith, for the length of time authorized and necessary for the completion of the actual construction;
  11. Laundry service and the rental, supply and cleaning of uniforms for any term of not more than three years;
  12. Food supplies and food services for any term of not more than three years;
  13. Purchases made under a contract awarded by the Director of the Division of Purchase and Property in the Department of the Treasury for use by counties, municipalities or other contracting units pursuant to section 3 of P.L.1969, c.104 (C.52:25-16.1), for a term not to exceed the term of that contract.
- C. Any contract for services other than professional services, the statutory length of which contract is for three years or less, may include provisions for no more than one two-year, or two one-year, extensions, subject to the following limitations:



1. The contract must be awarded by resolution of the Board upon a finding by the Board that the services are being performed in an effective and efficient manner;
  2. No such contract shall be extended so that it runs for more than a total of five consecutive years;
  3. Any price change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the twelve months preceding the most recent quarterly calculation available at the time the contract is renewed; and d. the terms and conditions of the contract remain substantially the same.
- D. All multiyear leases and contracts entered into pursuant to N.J.S.A. 18A:18A-42, including any two-year or one-year extensions, except contracts for insurance coverages, insurance consultant or administrative services, participation or membership in a joint self-insurance fund, risk management programs or related services of a school Board insurance group, participation in an insurance fund established by a county pursuant to N.J.S.A. 40A:10-6 or contracts for thermal energy authorized pursuant to subsection a. above, and contracts for the provision or performance of goods or services to promote energy conservation authorized pursuant to B.9. of this regulation shall contain a clause making them subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation, or contain an annual cancellation clause.
- E. All contracts shall cease to have effect at the end of the contracted period and shall not be extended by any mechanism or provision, unless in conformance with the "Public School Contracts Law," N.J.S.A. 18A:18A-1 et seq., except that a contract may be extended by mutual agreement of the parties to the contract when a Board of Education has commenced rebidding prior to the time the contract expires or when the awarding of a contract is pending at the time the contract expires.

Adopted: May 26, 2009



## R 6350 COMPETITIVE CONTRACTING

### A. Definitions

1. "Purchasing agent" means the School Business Administrator/Board Secretary or the Business Manager of the Board of Education duly assigned the authority, responsibility and accountability for the purchasing activity of the Board and having the power to prepare advertisements, to advertise for and receive bids and to award contracts as permitted by this chapter, but if there be no School Business Administrator/Board Secretary or Business Manager, such officer, committees or employees to whom such power has been delegated by the Board.
2. "Extraordinary unspecifiable services" means services which are specialized and qualitative in nature requiring expertise, extensive training and proven reputation in the field of endeavor.
3. "Professional services" means services rendered or performed by a person authorized by law to practice a recognized profession and whose practice is regulated by law and the performance of which services requires knowledge of an advanced type in a field of learning acquired by a prolonged formal curriculum of specialized instruction and study as distinguished from general academic instruction or apprenticeship and training. Professional services may also mean services rendered in the provision or performance of goods or services that are original and creative in character in a recognized field of artistic endeavor.
4. "Aggregate" means the sums expended or to be expended for the provision or performance of any goods or services in connection with the same immediate purpose or task, or the furnishing of similar goods or services, during the same contract year through a contract awarded by a purchasing agent.
5. "Bid threshold" means the dollar amount set in N.J.S.A. 18A:18A-3, above which a Board will advertise for and receive sealed bids in accordance with procedures set forth in N.J.S.A. 18A:18A-1 et seq.
6. "Contract year" means the period of twelve consecutive months following the award of a contract.



7. "Competitive contracting" means the method described in sections 45 through 49 of P.L.1999, c.440 (C.18A:18A-4.1 through C.18A:18A-4.5) of contracting for specialized goods and services in which formal proposals are solicited from vendors; formal proposals are evaluated by the purchasing agent or counsel or School Business Administrator; and the Board awards a contract to a vendor or vendors from among the formal proposals received.
8. "Goods and services" or "goods or services" means any work, labor, commodities, equipment, materials, or supplies of any tangible or intangible nature, except real property or any interest therein, provided or performed through a contract awarded by a purchasing agent, including goods and property subject to N.J.S.A. 12A:2-101 et seq.
9. "Library and educational goods and services" means textbooks, copyrighted materials, pupil produced publications and services incidental thereto, including but not limited to books, periodicals, newspapers, documents, pamphlets, photographs, reproductions, microfilms, pictorial or graphic works, musical scores, maps, charts, globes, sound recordings, slides, films, filmstrips, video and magnetic tapes, other printed or published matter and audiovisual and other materials of a similar nature, necessary binding or rebinding of library materials, and specialized computer software used as a supplement or in lieu of textbooks or reference material.
10. "Lowest price" means the least possible amount that meets all requirements of the request of a purchasing agent.
11. "Lowest responsible bidder or vendor" means the bidder or vendor: (1) whose response to a request for bids offers the lowest price and is responsive; and (2) who is responsible.
12. "Official newspaper" means any newspaper designated by the Board pursuant to R.S.35:1-1 et seq.
13. "Purchase order" means a document issued by the purchasing agent authorizing a purchase transaction with a vendor to provide or perform goods or services to the Board, which, when fulfilled in accordance with the terms and conditions of a request of a purchasing agent and other provisions and procedures that may be established by the Board, will result in payment by the Board.



14. "Quotation" means the response to a formal or informal request made by a purchasing agent to a vendor for provision or performance of goods or services, when the aggregate cost is less than the bid threshold. Quotations may be in writing, or taken verbally if a record is kept by the purchasing agent.
15. "Responsible" means able to complete the contract in accordance with its requirements, including but not limited to requirements pertaining to experience, moral integrity, operating capacity, financial capacity, credit, and workforce, equipment, and facilities availability.
16. "Responsive" means conforming in all material respects to the terms and conditions, specifications, legal requirements, and other provisions of the request.
17. "Concession" means the granting of a license or right to act for or on behalf of the Board, or to provide a service requiring the approval or endorsement of the Board, and which may or may not involve a payment or exchange, or provision of services by or to the Board, provided that the term concession will not include vending machines.
18. "Proprietary" means goods or services of a specialized nature, that may be made or marketed by a person or persons having the exclusive right to make or sell them, when the need for such goods or services has been certified in writing by the Board to be necessary for the conduct of its affairs.
19. "Service or services" means the performance of work, or the furnishing of labor, time, or effort, or any combination thereof, not involving or connected to the delivery or ownership of a specified end product or goods or a manufacturing process. Service or services may also include an arrangement in which a vendor compensates the Board for the vendor's right to operate a concession.

## B. Competitive Contracting

Competitive contracting may be used in lieu of public bidding for specialized goods or services that exceed the bid threshold provided the process is administered by a purchasing agent, by legal counsel of the Board, or by the School Business Administrator. The Board shall pass a resolution authorizing the use of competitive contracting each time specialized goods or services are desired to be competitively contracted. If the desired goods or services have previously been contracted for using the competitive contracting process then the original resolution of the Board will suffice. Competitive contracting may only be used for the following purposes:



1. The purchase or licensing of proprietary computer software designed for Board purposes, which may include hardware intended for use with the proprietary software, but not for general purpose computer hardware or software;
2. The hiring of a for-profit entity or a not-for-profit entity incorporated under Title 15A of the New Jersey Statutes for the purpose of the operation, management or administration of recreation or social service facilities or programs; or the operation, management or administration of data processing services;
3. Services performed by an energy services company pursuant to N.J.S.A. 40A:18A-4.1.c.;
4. Telecommunications transmission or switching services that are not part of a tariff or schedule of charges filed with the Board of Public Utilities;
5. The purchase of specialized machinery or equipment of a technical nature, or servicing thereof, which will not reasonably permit the drawing of specifications;
6. Food services provided by food service management companies when not part of programs administered by the New Jersey Department of Agriculture, Bureau of Child Nutrition Programs;
7. Driver education curriculums provided by licensed driver education schools;
8. At the option of the Board, any good or service that is exempt from bidding pursuant to N.J.S.A. 18A:18A-5;
9. Laboratory testing services;
10. Concessions;
11. The operation, management or administration of other services, with the approval of the Division of Local Government Services in the Department of Community Affairs.

Any purpose included in 1 through 11 above, will not be considered by a Board as an extraordinary unspecifiable service pursuant to N.J.S.A. 18A:18A-5. Unless an exception is provided for under N.J.S.A. 18A:18A-42 permitting a longer contract duration, contracts awarded under competitive contracting may be for a term not to exceed five years.



## C. Requests for Proposals

1. The purchasing agent will prepare request for proposal documentation, which will include:
  - a. All requirements deemed appropriate and necessary to allow for full and free competition between vendors;
  - b. Information necessary for potential vendors to submit a proposal; and
  - c. A methodology by which the Board will evaluate and rank proposals received from vendors.
2. The methodology for the awarding of competitive contracts will be based on an evaluation and ranking, which will include technical, management, and cost related criteria, and may include a weighting of criteria. This methodology will be developed in a way that is intended to meet the specific needs of the district and where such criteria will not unfairly or illegally discriminate against or exclude otherwise capable vendors.
  - a. When an evaluation methodology uses a weighting of criteria, at the option of the Board the weighting to be accorded to each criterion may be disclosed to vendors prior to receipt of the proposals.
  - b. The methodology for awarding competitive contracts will comply with such rules and regulations as the Director of the Division of Local Government Services in the Department of Community Affairs may adopt in accordance with N.J.S.A. 18A-4.4(a).
3. At no time during the proposal solicitation process will the purchasing agent convey information, including price, to any potential vendor which could confer an unfair advantage upon that vendor over any other potential vendor. If a purchasing agent desires to change proposal documentation, the purchasing agent will notify only those potential vendors who received the proposal documentation of any and all changes in writing and all existing documentation will be changed appropriately.
4. All proposals and contracts will be subject to the provisions of section 1 of P.L.1977, c.33 (C.52:25-24.2) requiring submission of a statement of corporate ownership and the provisions of P.L.1975, c.127 (C.10:5-31 et seq.) concerning equal employment opportunity and affirmative action.



- D. Soliciting, Evaluating and Awarding Competitive Bid Contracts
1. Notice of the availability of Request for Proposal
    - a. Request for Proposal documentation will be published in an official newspaper of the Board at least twenty days prior to the date established for the submission of proposals.
    - b. The purchasing agent will promptly reply to any request by an interested vendor by providing a copy of the request for proposals.
    - c. The Board may charge a fee for the proposal documentation that will not exceed \$50.00 or the cost of reproducing the documentation, whichever is greater.
  2. Submission of Request for Proposals
    - a. Each interested vendor will submit a proposal which will include all the information required by the request for proposals.
    - b. Failure to meet the requirements of the request for proposals may result in the Board disqualifying the vendor from further consideration.
    - c. Under no circumstances will the provisions of a proposal be subject to negotiation by the Board.
  3. Competitive Contracting - Subcontracting Services
    - a. If the Board, at the time of solicitation, utilizes its own employees to provide the goods or perform the services, or both considered for competitive contracting, the Board will, at any time prior to, but no later than the time of solicitation for competitive contracting proposals, notify affected employees of the Board's intention to solicit competitive contracting proposals.
    - b. Employees or their representatives will be permitted to submit recommendations and proposals affecting wages, hours, and terms and conditions of employment in such a manner as to meet the goals of the competitive contract.



- c. If employees are represented by an organization that has negotiated a contract with the Board, only the bargaining unit will be authorized to submit such recommendations or proposals.
  - d. When requested by such employees, the Board will provide such information regarding budgets and the costs of performing the services by such employees as may be available.
  - e. Nothing will prevent such employees from making recommendations that may include modifications to existing labor agreements in order to reduce such costs in lieu of award of a competitive contract, and agreements implementing such recommendations may be considered as cause for rejecting all other proposals.
4. Evaluation of Requests for Proposals
- a. The purchasing agent will evaluate all proposals only in accordance with the methodology described in the request for proposals. After proposals have been evaluated, the purchasing agent will prepare a report in accordance with N.J.S.A. 18A:18A-4.5d evaluating and recommending the award of a contract or contracts. The report will:
    - (1) List the names of all potential vendors who submitted a proposal and will summarize the proposals of each vendor;
    - (2) Rank vendors in order of evaluation;
    - (3) Recommend the selection of a vendor or vendors, as appropriate, for a contract;
    - (4) Be clear in the reasons why the vendor or vendors have been selected among others considered; and
    - (5) Detail the terms, conditions, scope of services, fees, and other matters to be incorporated into a contract.

The report will be made available to the public at least forty-eight hours prior to the awarding of the contract, or when made available to the Board, whichever is sooner. The Board will have the right to reject all proposals for any of the reasons set forth in N.J.S.A. 18A:18A-22.



5. Award of Contract

Award of a contract will be made by resolution of the Board within sixty days of the receipt of the proposals, except that the proposals of any vendors who consent thereto, may, at the request of the Board, be held for consideration for such longer period as may be agreed.

6. Competitive Contracting Report

The report prepared pursuant to N.J.S.A. 18A:18A-4.5d of this section will become part of the public record and will reflect the final action of the Board. Contracts will be executed pursuant to N.J.S.A. 18A:18A-40.

7. Publication of Contracts Awarded Using Competitive Contracting

a. The Secretary of the Board will publish a notice in the official newspaper of the Board summarizing the award of a contract, which will include but not be limited to:

- (1) The nature, duration, and amount of the contract;
- (2) The name of the vendor; and
- (3) A statement that the resolution and contract are on file and available for public inspection in the office of the Secretary of the Board.

Adopted: May 26, 2009



## R 6421 PURCHASES BUDGETED

### A. Definitions

1. "Purchasing agent" means the School Business Administrator/Board Secretary or the Business Manager or designee of the Board of Education duly assigned the authority, responsibility and accountability for the purchasing activity of the Board and having the power to prepare advertisements, to advertise for and receive bids and to award contracts as permitted by this chapter, but if there be no School Business Administrator/Board Secretary or Business Manager, such officer, committees or employees to whom such power has been delegated by the Board.
2. "Extraordinary unspecifiable services" means services which are specialized and qualitative in nature requiring expertise, extensive training and proven reputation in the field of endeavor.
3. "Professional services" means services rendered or performed by a person authorized by law to practice a recognized profession and whose practice is regulated by law and the performance of which services requires knowledge of an advanced type in a field of learning acquired by a prolonged formal curriculum of specialized instruction and study as distinguished from general academic instruction or apprenticeship and training. Professional services may also mean services rendered in the provision or performance of goods or services that are original and creative in character in a recognized field of artistic endeavor.
4. "Aggregate" means the sums expended or to be expended for the provision or performance of any goods or services in connection with the same immediate purpose or task, or the furnishing of similar goods or services, during the same contract year through a contract awarded by a purchasing agent.
5. "Bid threshold" means the dollar amount set in N.J.S.A. 18A:18A-3, above which a Board shall advertise for and receive sealed bids in accordance with procedures set forth in N.J.S.A. 18A:18A-1 et seq.
6. "Contract year" means the period of twelve consecutive months following the award of a contract.



7. "Competitive contracting" means the method described in sections 45 through 49 of P.L.1999, c.440 (C.18A:18A-4.1 through C.18A:18A-4.5) of contracting for specialized goods and services in which formal proposals are solicited from vendors; formal proposals are evaluated by the purchasing agent or counsel or School Business Administrator; and the Board awards a contract to a vendor or vendors from among the formal proposals received.
8. "Goods and services" or "goods or services" means any work, labor, commodities, equipment, materials, or supplies of any tangible or intangible nature, except real property or any interest therein, provided or performed through a contract awarded by a purchasing agent, including goods and property subject to N.J.S.A. 12A:2-101 et seq.
9. "Library and educational goods and services" means textbooks, copyrighted materials, pupil produced publications and services incidental thereto, including but not limited to books, periodicals, newspapers, documents, pamphlets, photographs, reproductions, microfilms, pictorial or graphic works, musical scores, maps, charts, globes, sound recordings, slides, films, filmstrips, video and magnetic tapes, other printed or published matter and audiovisual and other materials of a similar nature, necessary binding or rebinding of library materials, and specialized computer software used as a supplement or in lieu of textbooks or reference material.
10. "Lowest price" means the least possible amount that meets all requirements of the request of a purchasing agent.
11. "Lowest responsible bidder or vendor" means the bidder or vendor: (1) whose response to a request for bids offers the lowest price and is responsive; and (2) who is responsible.
12. "Official newspaper" means any newspaper designated by the Board pursuant to R.S.35:1-1 et seq.
13. "Purchase order" means a document issued by the purchasing agent authorizing a purchase transaction with a vendor to provide or perform goods or services to the Board, which, when fulfilled in accordance with the terms and conditions of a request of a purchasing agent and other provisions and procedures that may be established by the Board, will result in payment by the Board.



14. "Quotation" means the response to a formal or informal request made by a purchasing agent to a vendor for provision or performance of goods or services, when the aggregate cost is less than the bid threshold. Quotations may be in writing, or taken verbally if a record is kept by the purchasing agent.
  15. "Responsible" means able to complete the contract in accordance with its requirements, including but not limited to requirements pertaining to experience, moral integrity, operating capacity, financial capacity, credit, and workforce, equipment, and facilities availability.
  16. "Responsive" means conforming in all material respects to the terms and conditions, specifications, legal requirements, and other provisions of the request.
  17. "Concession" means the granting of a license or right to act for or on behalf of the Board, or to provide a service requiring the approval or endorsement of the Board, and which may or may not involve a payment or exchange, or provision of services by or to the Board, provided that the term concession shall not include vending machines.
  18. "Proprietary" means goods or services of a specialized nature, that may be made or marketed by a person or persons having the exclusive right to make or sell them, when the need for such goods or services has been certified in writing by the Board to be necessary for the conduct of its affairs.
  19. "Service or services" means the performance of work, or the furnishing of labor, time, or effort, or any combination thereof, not involving or connected to the delivery or ownership of a specified end product or goods or a manufacturing process. Service or services may also include an arrangement in which a vendor compensates the Board for the vendor's right to operate a concession.
- B. All purchasing for the school district will be conducted under the authority of the purchasing agent as defined in N.J.S.A. 18A:18A-2.b. and as designated by the Board.
- C. Any contract, the amount of which exceeds the bid threshold, shall be negotiated and awarded by the Board by resolution at a public meeting without public advertising for bids and bidding therefor if the subject matter thereof consists of:



1. Professional services. The Board will in each instance state supporting reasons for its action in the resolution awarding each contract and shall forthwith cause to be printed once, in an official newspaper, a brief notice stating the nature, duration, service and amount of the contract, and that the resolution and contract are on file and available for public inspection in the office of the Board;
2. Extraordinary unspecifiable services which cannot reasonably be described by written specifications. The Board will in each instance state supporting reasons for its action in the resolution awarding the contract for extraordinary unspecifiable services and shall forthwith cause to be printed, in the manner set forth in C.1. above a brief notice of the award of such contract;
3. The doing of any work by employees of the Board;
4. The printing of all legal notices; and legal briefs, records and appendices to be used in any legal proceeding in which the Board may be a party;
5. Library and educational goods and services;
6. Food supplies, including food supplies for home economics classes, when purchased pursuant to rules and regulations of the State Board and in accordance with the provisions of N.J.S.A. 18A:18A-6;
7. The supplying of any product or the rendering of any service by a public utility, which is subject to the jurisdiction of the Board of Public Utilities, in accordance with the tariffs and schedules of charges made, charged and exacted, filed with said Board;
8. The printing of bonds and documents necessary to the issuance and sale thereof by a Board;
9. Equipment repair service if in the nature of an extraordinary unspecifiable service and necessary parts furnished in connection with such services, which exception shall be in accordance with the requirements for extraordinary unspecifiable services;
10. Insurance, including the purchase of insurance coverage and consultant services, which exception shall be in accordance with the requirements for extraordinary unspecifiable services;
11. Publishing of legal notices in newspapers as required by law;



12. The acquisition of artifacts or other items of unique intrinsic, artistic or historic character;
  13. Those goods and services necessary or required to prepare and conduct an election;
  14. The doing of any work by persons with disabilities employed by a sheltered workshop;
  15. Expenses for travel and conferences;
  16. The provision or performance of goods or services for the support or maintenance of proprietary computer hardware and software, except that this provision shall not be utilized to acquire or upgrade non-proprietary hardware or acquire or update non-proprietary software;
  17. Purchases of goods and services at rates set by the Universal Service Fund administered by the Federal Communications Commission;
  18. Goods and services paid with funds that: are raised by or collected from pupils to support the purchase of pupil oriented items or materials, such as yearbooks, class rings, and a class gift; and are deposited in school or pupil activity accounts; and require no budget appropriation from the Board;
  19. Food services provided by food service management companies pursuant to procedures established by the New Jersey Department of Agriculture, Bureau of Child Nutrition Programs;
  20. Vending machines providing food or drink.
- D. Any contract, the amount of which exceeds the bid threshold, shall be negotiated and awarded by the Board by resolution at a public meeting without public advertising for bids and bidding therefor
1. If the contract is to be made or entered into with the United States of America, the State of New Jersey, county or municipality or any Board, body, officer, agency, authority or Board or any other State or subdivision thereof.
  2. Bids have been advertised pursuant to N.J.S.A. 18A:18A-4 on two occasions and



- a. No bids have been received on both occasions in response to the advertisement, or
- b. The Board has rejected such bids on two occasions because it has determined that they are not reasonable as to price, on the basis of cost estimates prepared for or by the prior to the advertising therefor, or have not been independently arrived at in open competition, or
- c. On one occasion no bids were received pursuant to a. above and on one occasion all bids were rejected pursuant to b. above, in whatever sequence; any such contract may then be negotiated and may be awarded upon adoption of a resolution by a two-thirds affirmative vote of the authorized membership of the Board authorizing such a contract; provided, however, that:
  - (1) A reasonable effort is first made by the Board to determine that the same or equivalent goods or services, at a cost which is lower than the negotiated price, are not available from an agency or authority of the United States, the State of New Jersey or of the county in which the Board is located, or any municipality in close proximity to the Board;
  - (2) The terms, conditions, restrictions and specifications set forth in the negotiated contract are not substantially different from those which were the subject of competitive bidding pursuant to N.J.S.A. 18A:18A-4; and
  - (3) Any minor amendment or modification of any of the terms, conditions, restrictions and specifications which were the subject of competitive bidding pursuant to N.J.S.A. 18A:18A-4 shall be stated in the resolution awarding the contract; provided further, however, that if on the second occasion the bids received are rejected as unreasonable as to price, the Board will notify each responsible bidder submitting bids on the second occasion of its intention to negotiate, and afford each bidder a reasonable opportunity to negotiate, but the Board shall not award such contract unless the negotiated price is lower than the lowest rejected bid price submitted on the second occasion by a responsible bidder, is the lowest negotiated price offered by any responsible vendor, and is a reasonable price for such goods or services.



3. Whenever the Board determines that a bid was not arrived at independently in open competition pursuant to subsection c.(2) of N.J.S.A. 18A:18A-5, it shall thereupon notify the county prosecutor of the county in which the Board is located and the Attorney General of the facts upon which its determination is based, and when appropriate, it may institute appropriate proceedings in any State or federal court of competent jurisdiction for a violation of any State or federal antitrust law or laws relating to the unlawful restraint of trade.
  4. The Board has solicited and received at least three quotations on materials, supplies or equipment for which a State contract has been issued pursuant to N.J.S.A. 18A:18A-10, and the lowest responsible quotation is at least 10% less than the price the Board would be charged for the identical materials, supplies or equipment, in the same quantities, under the State contract. Any such contract will be entered into in accordance with N.J.S.A. 18A:18A-5.e. and may be made, negotiated or awarded only upon adoption of a resolution by the affirmative vote of two-thirds of the full membership of the Board at a meeting thereof authorizing such a contract or agreement.
- E. Quotations
1. For all contracts that in the aggregate are less than the bid threshold but fifteen percent or more of that amount, and for those contracts that are for subject matter enumerated in subsection a. of N.J.S.A. 18A:18A-5, except for paragraph (1) of that subsection concerning professional services and paragraph (3) of that subsection concerning work by employees of the Board, the purchasing agent shall award the contract after soliciting at least two competitive quotations, if practicable. The award shall be made to a vendor whose response is most advantageous, price and other factors considered. The purchasing agent shall retain the record of the quotation solicitation and shall include a copy of the record with the voucher used to pay the vendor.
  2. When in excess of the bid threshold, and after documented effort by the purchasing agent to secure competitive quotations, a contract for extraordinary unspecifiable services may be awarded when the purchasing agent has determined in writing that solicitation of competitive quotations is impracticable. Any such contract shall be awarded by resolution of the Board.



3. If authorized by the Board by resolution, all contracts that are in the aggregate less than fifteen percent of the bid threshold may be awarded by the purchasing agent without soliciting competitive quotations.
  4. Whenever two or more responses to a request of a purchasing agent offer equal prices and are the lowest responsible bids or proposals, the Board may award the contract to the vendor whose response, in the discretion of the Board, is the most advantageous, price and other factors considered. In such a case, the award resolution or purchase order documentation shall explain why the vendor selected is the most advantageous.
- F. Requisitions
1. A requisition for goods and/or services may be originated by any school district employee who perceives a need for such goods and/or services.
  2. The requisitioner will prepare and sign a requisition form, filling in the following information:
    - a. Description and quantity of item or service desired;
    - b. Unit price and total amount (actual or estimated) of proposed purchase;
    - c. Desired brand or vendor;
    - d. The building, program, subject, or class in which the goods or service will be used;
    - e. The name and title of the requisitioner; and
    - f. The date on which the requisition is filed.
  3. Requisitions for lost or stolen equipment must be accompanied by an explanatory report.
  4. The requisitioner will retain a copy of the requisition form. Copies of the requisition form will be filed with the Principal or the appropriate supervisor for consideration.



5. The Principal or immediate supervisor will determine:
    - a. The need for the requisitioned goods or services;
    - b. Whether the desired goods or services are presently available elsewhere in the district or are available without cost from another source;
    - c. The appropriateness of the proposed expenditure;
    - d. Whether the requisition can be combined with others for greater efficiency and economy;
    - e. Whether the originator's needs can be better met by an alternate purchase; and
    - f. Whether uncommitted funds remain in the budget allocations to the school or program, sufficient to cover the proposed expenditure.
  6. A requisition not approved by the Principal or immediate supervisor will be returned to the requisitioner with the reason for its rejection.
  7. When approval is given, the Principal or immediate supervisor will sign and date the requisition, indicate the account to be charged, retain the duplicate copy, and file the original with the School Business Administrator/Board Secretary, for approval.
  8. A requisition that originates with a Principal, immediate supervisor, or central office administrator must be approved by the School Business Administrator/Board Secretary.
  9. If the School Business Administrator/Board Secretary denies approval of a requisition approved or originated by a Principal, immediate supervisor, or central office administrator, he or she will so notify the approver or originator with the reason for the denial.
- G. Purchase Orders
1. Before a purchase order is prepared for an approved requisition, the School Business Administrator/Board Secretary shall determine whether:
    - a. The proposed purchase is exempt from bid in accordance with N.J.S.A. 18A:18A-5;



- b. If appropriate, vendors' quotations have been solicited in accordance with F above;
    - c. The requisition can be processed without resort to advertisement for bid or solicitation of quotations; or
    - d. The proposed purchase is in excess of the bid threshold and may be Competitively Contracted in accordance with N.J.S.A. 18A:18A-4.5.
  2. A requisition that is not exempt from bid shall be submitted to the School Business Administrator/Board Secretary for advertisement.
  3. Approved requisitions must be authorized as follows:
    - a. If within the budget and not subject to bid, authorized by the School Business Administrator/Board Secretary;
    - b. If within the budget and subject to bid, authorized by a Board resolution awarding a contract after bid;
    - c. If not in the budget or in excess of the line item allocation, authorized by the Board or, as permitted by Policy No. 6422 between Board meetings, by the School Business Administrator/Board Secretary.
  4. To prepare a purchase order, the School Business Administrator/Board Secretary shall
    - a. Verify and enter the account to which the purchase will be assigned;
    - b. Assign a purchase order number to the expenditure;
    - c. Verify and enter the name and address of the vendor;
    - d. Verify and enter the description of the goods and/or services, including, as appropriate, the quality standards of the goods sought;
    - e. Verify as necessary, by telephone call to the vendor or by reference to a catalog, and enter the unit cost of the goods and/or services;
    - f. Extend and total costs;
    - g. Check that the requisition has been properly approved and authorized; and
    - h. Determine and enter the desired delivery date and any necessary delivery instructions.



# REGULATION

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5. Each purchase order will be completed in full and forwarded to the School Business Administrator/Board Secretary for approval and signature.
  6. The School Business Administrator/Board Secretary shall encumber the appropriate account in the amount of the purchase order.
  7. Copies of the purchase order will be distributed as required.
  8. A purchase order may be issued to confirm an oral order given to a vendor under bona fide emergency circumstances, pursuant to Policy No. 6422. A confirmation order will be so designated.
  9. Open purchase orders may be written for vendors who regularly provide the school district with certain goods and/or services. Any open purchase order may be exempt from the requirement for bidding, must specify a "not to exceed" amount, and must be closely monitored to determine that the aggregate amount of goods and/or services does not exceed the bid threshold in any twelve month period.
- H. Payment
- Purchases will be paid in accordance with Policy No. 6470 and Regulation No. 6470.

Adopted: May 26, 2009



## 6422 BUDGET TRANSFERS (M)

- A. Transfer of Surplus or Other Unbudgeted or Underbudgeted Revenue Between April 1 and June 30
1. The Board may transfer surplus or other unbudgeted or underbudgeted revenue between April 1 and June 30 only upon prior approval of the transfer by the Executive County Superintendent, as the Commissioner's designee, pursuant to N.J.S.A. 18A:22-8.1.
  2. Requests must be received by June 30.
  3. All approved transfer requests must be expended or encumbered for the approved use by June 30, or the district shall reserve and designate such funds for tax relief in the subsequent budget year.
  4. To request approval of such transfers, the district shall submit to the Executive County Superintendent the following:
    - a. Documentation of approval of the transfer by a two-thirds affirmative vote of the authorized membership of the Board;
    - b. Certification by that same membership of the Board that the transfer is necessary to achieve the thoroughness standards for the current year. The certification shall include the purpose, need of transfer, and include, at a minimum, a list of specific line items to be transferred into and corresponding amounts. Requests to appropriate surplus for textbooks, computers, equipment, or other needs for use and operation for the subsequent school year is not considered a need for the current year and shall not be approved; and
    - c. The latest Board Secretary's report as documentation that no other line item balances are available and all appropriation balances are or will be expended or encumbered.
- B. Transfer of Surplus or Other Unbudgeted or Underbudgeted Revenue Prior to April 1



1. Prior to April 1, the Board may petition the Commissioner, by a two-thirds affirmative vote of the authorized membership of the Board, for approval of a transfer of surplus or other unbudgeted or underbudgeted revenue only for an emergent circumstance.
  2. The district shall be subject to an on-site inspection by the Executive County Superintendent for verification of the emergent circumstance and other supporting documentation.
  3. The district shall submit such Board-approved petition to the Executive County Superintendent for recommendation to the Commissioner. At a minimum, the submission shall include the following:
    - a. Certification of the transfer is necessary for an emergent circumstance, that no other line item balances are or will be available, and that the remaining surplus will enable the district to operate in a fiscally solvent position for the remainder of the budget year;
    - b. Documentation of the emergent circumstance, if not addressed through an appropriation of additional revenue, would render peril to the health and safety of pupils or staff, and/or force the district into an operating deficit as a result of the required implementation of the thoroughness standards;
    - c. The latest Board Secretary's report as documentation that no other line item balances are or will be available as set forth in (1) below:
      - (1) Any unexpended, unencumbered balances are for non-discretionary fixed costs and supported by historical expenditures or other documentation ensuring that the balances will be expended by June 30.
    - d. Evidence of approval of the petition and supporting documentation by a two-thirds affirmative vote of the authorized membership of the Board.
- C. Appropriations at Any Time Without Commissioner Approval
1. The Board may at any time and without Commissioner approval:



- a. Appropriate unbudgeted or underbudgeted State aid for which the approval was granted by the Department of Education in the written notification to the Board of the additional aid;
- b. Appropriate unbudgeted and underbudgeted tuition revenue generated from a school district-specific program, which is not part of a formal sending-receiving relationship pursuant to N.J.S.A. 18A:38-19 and 18A:46-21;
- c. Appropriate unbudgeted or underbudgeted school transportation revenue generated from a school district's or Coordinated Transportation Services Agency's role as the host provider of school transportation services pursuant to N.J.S.A. 18A:39-11 and 18A:39-11.1;
- d. Appropriate unbudgeted or underbudgeted restricted miscellaneous local revenue;
- e. Appropriate unbudgeted or underbudgeted Federal revenue; and
- f. Appropriate surplus generated from any Federal and/or State revenue excluded from the excess surplus calculation in the prebudget year in accordance with the annual audit program.

D. Transfers from General Fund Appropriation Accounts

1. For the purposes of Policy and Regulation 6422, "general fund appropriation account" means the required advertised appropriation accounts pursuant to N.J.S.A. 18A:22-1 et seq., except where consolidated as follows:
  - a. Basic skills, bilingual and special education instruction, including other related and extraordinary services;
  - b. Student activities, student athletics, and other student instructional services;
  - c. Student support services, including attendance, health, guidance, Child Study Team, and media;



- d. Improvement of instruction and staff training; and
  - e. Special programs (Fund 13).
2. For all transfers from any general fund appropriation account as defined in D.1. above, and as amended to include prior year encumbrances carried forward to the current year and revenue appropriated pursuant to C. above, the Board shall obtain the approval for such transfers by two-thirds affirmative vote of the authorized membership of the Board, pursuant to N.J.S.A. 18A:22-8.1.
- a. When the total amount of such transfers, on a cumulative basis, exceeds ten percent of the amount of the account that was included in the school district's budget as certified for taxes, as amended to include prior year encumbrances carried forward to the current year and revenue appropriated pursuant to C. above, the Board shall request in writing approval from the Executive County Superintendent, as the Commissioner's designee, by submitting the request and purpose for the transfer using the report pursuant to (1) below.
    - (1) The Board may request approval from the Executive County Superintendent prior to obtaining the two-thirds affirmative vote of the authorized membership of the school Board for such approval.
    - (2) The Board's written transfer request shall be deemed approved after ten working days of receipt of such request by the Executive County Superintendent if no Executive County Superintendent approval or denial is provided within that timeframe. The district shall maintain documentation of the Executive County Superintendent's receipt of all transfer requests deemed approved under this provision.
  - b. Prior to any transfers from capital outlay accounts to current expense, except for equipment, the district shall submit a written request for approval to the Executive



County Superintendent with documentation that such transfer is required due to demonstrated hardship.

E. Transfers to Certain Advertised Appropriation Accounts

1. For all transfers to the advertised appropriation accounts identified as general administration, school administration, central services and administrative information technology, or other support services that, on a cumulative basis, exceed ten percent of the amount of the account included in the school district's budget as certified for taxes, amended to include prior year encumbrances carried forward to the current year, a Board shall, prior to such transfer, submit to the Executive County Superintendent, in a format prescribed by the Commissioner, a request for such approval.
  - a. Such approval will not be granted, except as provided in b. below if:
    - (1) The school district's budget currently exceeds the administrative cost limits; or
    - (2) The transfer would result in a budget in excess of the administrative cost limits in the applicable budget year, as prescribed in N.J.S.A. 18A:7F-5(c).
  - b. Transfers may be approved to support a contractual obligation or one-time increase in spending as justified by district documentation. Transfers may not be approved if the district did not budget sufficient funds upon review of actual expenditures and historical trends in those accounts. A district that is granted such approval remains subject to the requirements set forth in N.J.S.A. 18A:7F-5(c).

F. Transfers to Capital Outlay Accounts

1. For all transfers to the advertised appropriation accounts identified as capital outlay for a capital outlay project not previously approved by the voters or Board of School Estimate pursuant to N.J.A.C. 6A:23A-8.4, the Board shall, prior to such transfer,



submit to the Executive County Superintendent a request for such approval.

Approvals are required for unbudgeted or underbudgeted revenue, including those listed and appropriated pursuant to C. above and shall only be granted for requests with written documentation that supports the existence of an emergent circumstance as defined in B.3.b. above and only after an on-site inspection by the Executive County Superintendent to verify the emergent circumstance. Transfers to equipment accounts or to supplement a capital outlay project previously approved by the voters or Board of School Estimate, pursuant to N.J.A.C. 6A:23A-8.4, do not require approval by the Executive County Superintendent.

- a. The district shall maintain a report of current month and year-to-date transfers between general fund appropriation accounts as defined in D. above, in a format prescribed by the Commissioner, or in a format developed locally and approved by the Executive County Superintendent, and submit such report to the Executive County Superintendent with any transfer requests and in accordance with the submission requirements of the Board Secretary's and Treasurer's financial reports under N.J.A.C. 6A:23A-16.10.

Issued: May 26, 2009

Revised: October 25, 2010



## R 6424 EMERGENCY CONTRACTS

- A. Any contract may be negotiated or awarded for a Board of Education without public advertising for bids and notwithstanding that the contract price will exceed the bid threshold when an emergency affecting the health or safety of occupants of school property requires the immediate delivery of goods or the performance of services, provided that the contracts are awarded in the following manner:
1. The official in charge of the building, facility, or equipment wherein the emergency occurred or such other officer or employee as may be authorized to act in place of that official, shall notify the purchasing agent and/or School Business Administrator/Board Secretary of:
    - a. The need for the performance of a contract;
    - b. The nature of the emergency;
    - c. The time of its occurrence; and
    - d. The need for invoking this section.
  2. Such notification shall be reduced to writing and filed with the purchasing agent and School Business Administrator/Board Secretary as soon as practicable.
  3. If the School Business Administrator/Board Secretary is satisfied that an emergency exists, he/she shall be authorized to award a contract or contracts for such purposes as may be necessary to respond to the emergent needs.
- B. Upon the furnishing of such goods or services, in accordance with the terms of the contract, the contractor furnishing such goods or services, shall be entitled to be paid and the Board shall be obligated for said payment. The Board shall take such action as shall be required to provide for the payment of the contract price.
- C. If conditions permit, the School Business Administrator/Board Secretary shall seek quotations from more than one source. And, if the expenditures are expected to be in excess of the bid threshold, the School Business Administrator/Board Secretary shall attempt to obtain no fewer than three quotations.



# REGULATION

## POINT PLEASANT SCHOOLS

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Emergency Contracts

- D. When emergency conditions have eased, the School Business Administrator/Board Secretary shall utilize the regular purchasing system to obtain estimates from suppliers, vendors, and contractors for materials and/or services that will eliminate the circumstances that created the emergency.
- E. The School Business Administrator/Board Secretary shall submit a final report to the Board on every occasion an emergency contract is negotiated or awarded in accordance with the provisions of N.J.S.A. 18A:18A-7. The report shall describe:
1. The nature of the emergency;
  2. The time of its occurrence;
  3. The need for invoking this regulation;
  4. The action taken;
  5. The costs of the action;
  6. The accounts to be charged; and
  7. The plan for preventing a similar situation in the future.

Adopted: May 26, 2009



## R 6470 PAYMENT OF CLAIMS

### A. Receipt of Goods and Services

1. The administrator who receives goods or services shall check them against the purchase order issued and determine whether the goods or services delivered meet the specifications and quantities set forth in the purchase order.
2. The receiving administrator will record his or her approval of the received goods or services on the receiving copy of the purchase order and return it to the Business office. A copy of the purchase order will be retained by the receiving administrator.
3. Any over supply, shortage, substitution, or other discrepancy must be reported immediately to the School Business Administrator/Board Secretary or designee.

### B. Approval of Invoice

1. The School Business Administrator/Board Secretary or designee shall verify the vendor's invoice for the correct billing price and check the invoice for accurate extensions and omission of tax.
2. The School Business Administrator/Board Secretary or designee shall attach the vendor's invoice and voucher, if a voucher is necessary, to the copy of the purchase order received from the requisitioner certifying satisfactory completion.
3. If the invoice price exceeds the purchase order price the invoice will be referred to the School Business Administrator/Board Secretary, who will only approve a payment amount in excess of the approved purchase order amount in accordance with the provisions of Policy 6470 and N.J.A.C. 6A:23A-6.10.
4. If extensions are incorrectly calculated, the invoice will be returned to the vendor for correction.
5. If tax has been charged, the invoice will be returned to the vendor for correction with a copy of the district's tax exemption certificate.



6. If goods or services received were not satisfactory, the receiving officer and the vendor will be consulted in order to reach a resolution satisfactory to all parties.
  7. The verified invoice, voucher (if necessary), verified receipt, and all accompanying papers will be forwarded to the School Business Administrator/Board Secretary or designee.
- C. Issuance of Warrants
1. The School Business Administrator/Board Secretary or designee may prepare warrants for expenditures for which the Board has waived approval and which are listed in Policy No. 6470:
    - a. Interest on bonds as it becomes due,
    - b. Payments to redeem bonds as they become due,
    - c. Progress payments to contractors in accordance with a contract approved by the Board,
    - d. Warrants to cover payroll and approved agency account deposits, and
    - e. Claims not exceeding the bid threshold.
  2. Expenditures made without prior Board approval must be reported to the Board at its next meeting after the warrant is drawn.
  3. All other demands for payment will be submitted to the Board of Education for approval.
  4. In accordance with Policy No. 6470, claims must be submitted to the Board in the form of a list that includes the:
    - a. Number, amount, and date of the warrant,
    - b. Payee,
    - c. Reason for the expenditure, and
    - d. Account charged.



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Payment of Claims

5. When the expenditure has been approved, the authorized Business office staff member will debit the correct account and credit the encumbrance.
6. A warrant will be prepared for the payment of goods or services. The warrant number will be recorded on the file copy of the vendor's invoice.
7. All warrants shall be signed by the Board President, the Board Secretary, and the Treasurer of School Moneys.
8. Each warrant may have signatures affixed by use of signature stamps of the Board President, Board Secretary and the Treasurer of School Moneys. When the stamps are not in use they will be kept secured in the Board Office.

Adopted: May 26, 2009



## R 6471 SCHOOL DISTRICT TRAVEL PROCEDURES

### A. Approval of Travel Expense Reimbursement

The following procedure shall be implemented for all Board of Education staff members and Board members seeking to receive travel expense reimbursement in accordance with the provisions of N.J.A.C. 6A:23A-7 and Policy 6471:

1. All requests for travel must be submitted to the Superintendent of Schools or designee prior to the requested travel date(s) within the timeframe established by the Superintendent for the request to be considered and for submission of the request to the Board for Board approval.
2. The Superintendent may require travel requests be submitted to a Principal, the School Business Administrator/Board Secretary, and/or the staff member's immediate supervisor for preliminary approval before considering such request for submission to the Board.
3. A travel request will not be approved unless it includes the following information:
  - a. Name and dates of event;
  - b. A list of Board members and/or employees to attend either by name or title;
  - c. Justification of the importance of these individuals attending the event;
  - d. Estimated cost associated with travel. (If lodging is shared with others, the fact must be stated);
  - e. Copy of agenda or itinerary for travel and subsequent schedule of events;
  - f. A brief statement that includes the primary purpose for the travel and the key issues that will be addressed at the event and their relevance to improving instruction or the operation of the school district;
  - g. For training events, whether the training is needed for a certification required for continued employment, continuing education requirements, requirements of Federal or State law, or other purpose related to the programs and services currently being delivered or soon to be implemented in the school district, or related to school district operations;



- h. Account number and funding source – Federal, State, private or local:
  - (1) In the case of annual events, total attendance, and cost for previous year.
- 4. The Superintendent of Schools shall review and may approve or deny each request for travel submitted by a school staff member. The Superintendent's signature designating approval is required on each request from school staff members for travel expenses prior to submission to the Board for approval.
  - a. The School Business Administrator/Board Secretary shall review all requests for school staff member travel either before or after the Superintendent's approval and prior to submission to the Board for Board approval. The School Business Administrator/Board Secretary or designee will determine if the expenses as outlined in the request are in compliance with N.J.S.A. 18A:11-12, N.J.A.C. 6A:23A-7, the current State travel payment guidelines established by the Department of the Treasury, and the current guidelines established by the Federal Office of Management and Budget.
  - b. If the travel request for a school staff member is approved by the Superintendent of Schools and if the requested travel expenses are in compliance with the guidelines outlined above, the travel request will be submitted to the Board of Education for approval.
  - c. If any travel expenses requested by a school staff member are not in compliance with the guidelines outlined above, the School Business Administrator/Board Secretary will return the request to the Superintendent of Schools.
    - (1) The Superintendent may deny the request, approve the request conditioned upon the staff member assuming the financial responsibility for those travel expenses that are not in compliance with the guidelines, or may return the request to the school staff member to be revised in accordance with the guidelines outlined above.
- 5. The Superintendent of Schools and/or the School Business Administrator/Board Secretary shall review each travel request submitted by a Board member.



- a. The School Business Administrator/Board Secretary shall review all requests for Board member travel prior to submission to the Board for Board approval. The School Business Administrator/Board Secretary or designee will determine if the expenses as outlined in the travel request are in compliance with N.J.S.A. 18A:11-12, N.J.A.C. 6A:23A-7, the current State travel payment guidelines established by the Department of the Treasury, and the current guidelines established by the Federal Office of Management and Budget.
  - b. If the requested travel expenses for a Board member are in compliance with the guidelines outlined above, the travel request will be submitted to the Board of Education for approval.
  - c. If any travel expenses requested by a Board member are not in compliance with the guidelines outlined above, the School Business Administrator/Board Secretary will return the request to the Board member to be revised in accordance with the guidelines outlined above.
6. All travel requests must be approved by a majority of the full voting membership of the Board at a Board meeting unless prior Board approval is not required in accordance with provisions of N.J.A.C. 6A:23A-7 and Board Policy 6471.

## B. Reimbursement of Travel Expenses

All approved travel expenses shall be reimbursed by the Board of Education in accordance with the provisions of N.J.A.C. 6A:23A-7 and Board Policy 6471 implementing the following procedures:

1. The School Business Administrator/Board Secretary or designee shall review all requests for travel expenditure reimbursement submitted for expenses incurred in the course of school district business as to cost and support documentation required by N.J.A.C. 6A:23A-7.
2. The School Business Administrator/Board Secretary shall not approve or issue payment of travel expenditures or reimbursement requests until all required documentation and information has been submitted to support the payment and shall not approve any travel expenditure that when added to already approved travel expenditures would exceed the Board approved maximum travel expenditure amount for the budget year.



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School District Travel Procedures

3. The School Business Administrator/Board Secretary shall be responsible for the adequacy of documentation of transactions processed by their staff and the retention of that documentation to permit audits of their records.
4. An employee of the Board, a Board member, or organization, shall not receive payment, either partial or full, for travel and travel-related expenses in advance of the travel pursuant to N.J.S.A. 18A:19-1 et seq. The payment of travel and travel-related expenses shall be made personally by a school district employee or Board member and reimbursed at the conclusion of the travel event. This applies to travel related purchases for which a purchase order is not applicable. This provision does not preclude the district from paying the vendor directly with the proper use of a purchase order (e.g., for registration, airline tickets, hotel).
5. All travel expense reimbursement payments to be made to a school staff member or a Board member will be made to the staff member or Board member in accordance with the district's policy regarding payment of claims.

Adopted: May 26, 2009



## R 6510 PAYROLL AUTHORIZATION

### Gross Payroll Calculations – All Employees

#### Ten-Month Employees

All ten-month teachers and instructional paraprofessionals hired prior to the first full day of school and anticipated to work a full year of service and other employees who work a full ten months shall have their pay calculated over twenty pay periods.

Any employee who begins employment on the 1<sup>st</sup> or 16<sup>th</sup> day shall have their pay calculated in the first month of employment at 1/20<sup>th</sup> of their salary for each full pay period in which they have worked. All future pay periods shall be calculated using the same method through the end of the fiscal year covered by their contract.

If an employee begins employment other than on the 1<sup>st</sup> or 16<sup>th</sup> day of the month, their pay shall be calculated for the first pay period on a base of ten days in the pay period less the number of days not worked. This number would be multiplied by their per diem rate, which should be calculated based on the anticipated work days as outlined in Table I or as modified per future negotiated employment agreements.

If a 10-month employee leaves employment other than on the last day of the pay period, their pay shall be calculated on a per diem rate based on the number of days worked in the pay period.

Example: Assume that a teacher is hired at \$30,000 per year. His/her per diem rate is \$163.04 (\$30,000/184 days). If the teacher began work on the 5<sup>th</sup> of the month (assume a Thursday), he/she would be paid for seven days (the base of ten days less three days not worked) on the payroll issued on the 15<sup>th</sup> of the month, or \$1,141.28.

Conversely, if a teacher left on the 5<sup>th</sup> of the month (assume a Thursday), he/she would be paid for four days, or \$652.16.

#### Summer Rate

Unless a rate is specifically defined by a current agreement ratified by the Board of Education for a specific service a ten-month employee who works any extra days during the summer shall have their pay calculated on a per diem basis based on the anticipated annual work days stated below. The annual salary used for this calculation shall be based on their last pay for the end of the most recently completed school year. The per diem rate is based on seven work hours (not including lunch). If an employee works less than seven hours they shall be compensated on the basis of the per diem hourly rate for the numbers of hours physically worked. All summer hours shall be approved by voucher and signed by the employee and their immediate supervisor.



TABLE I

	No. of Anticipated Annual Work Days	No. of Anticipated Work Hours Per Day
Teachers	184 days	7
Instructional Paraprofessionals	184 days	6
Supervisory Paraprofessionals	170 days	2.5
Other full-time 10-month staff employed Employed 9/1 to 6/30	200days	7
Cafeteria workers – Elementary and Middle Schools	170 days	Varies 3-6 hours
Cafeteria workers - High School	175 days	Varies 3-6 hours
Cafeteria Managers	184 days	7
Cafeteria Director	200 days	7
Bus Drivers	181 days	6.2

### 11-Month Employees (Child Study Team Members)

Any 11-month employee who begins employment on either the 1<sup>st</sup> or 16<sup>th</sup> of the month shall have their pay calculated based on 1/22<sup>nd</sup> of total annual contracted salary for each full pay period worked and shall be calculated under this method through the end of the fiscal year covered by their contract.

Any 11-month employee who begins employment other than on the 1<sup>st</sup> or 16<sup>th</sup> of the month, their pay shall be calculated for the first pay period base of ten days in the pay period less the number of days not worked times their per diem rate. The per diem rate is calculated based on their annual salary divided by 204 workdays.

If an 11-month employee leaves employment other than on the last day of the pay period, their pay shall be calculated on the per diem rate based on 204 days for the number of days worked.



## 12-Month Employees

Any 12-month employee who begins employment on either the 1<sup>st</sup> or 16<sup>th</sup> of the month shall have their pay calculated based on 1/24<sup>th</sup> of total annual contracted salary for each full pay period worked and shall be calculated under this method through the end of the fiscal year covered by their contract.

Any 12-month employee who begins employment other than on the 1<sup>st</sup> or 16<sup>th</sup> of the month, their pay shall be calculated for the first pay period base of ten days in the pay period less the number of days not worked times their per diem rate. The per diem rate is calculated based on their annual salary divided by 240 workdays.

If a 12-month employee leaves employment other than on the last day of the pay period, their pay shall be calculated on the per diem rate based on 240 days for the number of days worked.

## Part Time Employees

All classes of part time employees who have not been hired by a specified hourly rate per the terms of the current agreement approved by the Board of Education shall have their pay calculated on a per diem hourly basis utilizing the anticipated annual work days stated above divided by the established full time employee work day or revised by a current agreement approved by the Board of Education. All part-time employees' pay shall be calculated on their hourly per diem rate based on the number of hours worked.

## Summer Pay Schedule

Employees who work from the 1<sup>st</sup> through the 15<sup>th</sup> of month shall be paid on the 30<sup>th</sup> of the month. Employees who work from the 16<sup>th</sup> through the last day of the month shall be paid on the 15<sup>th</sup> of the following month. In order to ensure timely payment, a fully approved voucher must be received by the payroll administrator no later than two days after the payroll cycle ends.

## Dockage of Pay

If an employee is absent during the course of a pay period and has no days available to use (i.e. sick, personal or vacation), his/her pay shall be calculated based on the per diem rate as described above times the number of days worked. The number of paid days cannot exceed ten days per pay period.

Example: A 10-month employee has a bimonthly gross salary of \$2,000 and a per diem rate of \$200. The employee runs out of all sick and personal days, and only worked Monday, December 16 and Tuesday, December 17. They shall be paid for only two days.

Adopted: May 26, 2009



## R 6620 PETTY CASH

Each petty cash fund established by Policy No. 6620 shall be administered in accordance with the following rules:

### A. Authority

1. The custodian of the fund shall assume direct control of the fund or assign direct control to a responsible school employee under his/her direct supervision. (Hereinafter, "custodian" includes the custodian's designee.)
2. Each deposit and expenditure shall be promptly and accurately recorded.

### B. Withdrawal

1. Each person who seeks petty cash funds shall prepare and sign a written request stating the amount requested and the purpose of the funds. The requestor will supply receipts or invoices as appropriate to support the request, and all such documents will be attached to the request.
2. The custodian will prepare a disbursement slip for each expenditure that records the date, amount of the expenditure, purpose of the expenditure briefly stated, and the name of the requestor.
3. The person who receives the funds will acknowledge receipt by signing the disbursement slip. The disbursement slip will be attached to the request for expenditure.
4. Any check drawn on a petty cash fund shall be in the exact amount of the request submitted for reimbursement.
5. No cash shall be released from the petty cash box to any person as a loan or in change for a personal check, but change may be made from the petty cash box on a direct exchange of funds in equal amounts.
6. No single petty cash expenditure may exceed the amount established by Policy No. 6620. No request for funds or supporting receipts will be divided so as to circumvent this rule.
7. At the end of each school day, the custodian will lock the petty cash box and place it in a secure and locked place, preferably fireproof and stationary.



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Petty Cash

8. The custodian will retain and file each request for funds, with the disbursement slip and supporting documents attached.
- C. Reimbursement
1. When the fund is required to be replenished the custodian will complete and file with the Board Secretary a report on the amounts disbursed from the fund during that period.
  2. The Board Secretary will prepare a voucher for Board approval in an amount equal to that which was disbursed. All requests for disbursement, supporting documentation, and disbursement slips will be submitted with the request for replenishment.
  3. At the end of each school year, the custodian of the fund will return the petty cash box, with remaining petty cash, and the checkbook to the Board Secretary. The custodian will also complete a final report of the fund for audit.

Adopted: May 26, 2009



## R 6660 STUDENT ACTIVITY FUNDS

The student activity funds shall be kept in a separate interest bearing account from all other funds of the Board of Education. The account is under the jurisdiction of the Board of Education and is to be supervised by the School Business Administrator/Board Secretary and/or his/her designee.

Interest on the student activity account is to be distributed to each student activity fund in proportion to the sums on deposit for each activity.

The following student activity business procedures will be summarized in the form of a brochure and distributed annually to all student advisors:

### Fund Raising and Cash Receipts

All fund raising activities must be approved by the Board of Education.

All checks should be endorsed upon receipt. Checks made out to cash or third-party check should not be accepted. Checks should be made payable to the student activity account and should always be for the amount of the purchase only.

All funds derived from student activities shall be deposited 100% daily or placed in the school safe until the next day. Receipts should be written when cash is received so its arrival is established for insurance purposes. Backup detailed information to all deposits must be provided to the student activity bookkeeper as part of backup support to all deposits.

### Disbursements

All disbursements of student activity funds shall be made by check to the payee shown on the request for check. The cash disbursement will be made only after receiving a properly executed request for check form with proper accounting support attached, including original invoice. The request for check shall originate from the student activity officer or parental designee appointed to sign and approve the request for check. The request for check shall then be approved by the student activity advisor and forwarded to the Building Principal for approval. The Principal in turn will forward all approved requests for check, with the supporting documentation, to the student activity bookkeeper in order that a check may be prepared. The Student Activity Bookkeeper will verify that funds exist for the student activity requesting a check. No checks will be issued in an amount in excess of the funds available for the student activity requesting the check. Checks must then be signed by either the school or Assistant Business Administrator and the Student Activity Bookkeeper or Treasurer of School Monies.



All checks returned for non-sufficient funds will incur a \$25 fee. It will be the responsibility of the student activity advisor to collect these funds and payment from the responsible party.

Disbursements for goods and services in which the total aggregate costs will exceed five hundred dollars (\$500.00) but will be less than one thousand dollars (\$1,000.00) will require three verbal quotes using the district's Verbal Quote Summary Form. Disbursements for goods or services in which the total aggregate costs will exceed one thousand dollars (\$1,000.00) but will be less than the State bid threshold amount three written quotes will be required using the district's Written Quote Summary Form and attaching the quotes to the form. The above documentation shall become part of the supporting documentation and be attached to the request for check.

Exceptions to the verbal and written quote requirements will be made for the following:

1. Professional services (to be deemed a professional the individual must be authorized by law to practice a regulated profession and whose practice is regulated by law or an individual whose work is original and creative in character in a recognized field of artistic endeavor).
2. Regarding certain purchases, such as for proms, Project Graduation, etc., the lowest cost may not be the determining factor as a competitive contracting process similar to that which is described in 18A:18A 4.1 in which cost is just one factor among other weighted value requirements.
3. Extraordinary unspecifiable services (services which are specialized and qualitative in nature requiring expertise, extensive training and proven reputation in the field of endeavor).
4. Copyrighted materials.
5. Food services and supplies.
6. Supplies in connection with an extraordinary unspecifiable service as outline above.
7. The purchase of items of unique, intrinsic, artistic or historical character.

Disbursements from the Student Activity accounts should not be for any planned budget expenditures which are earmarked to come out of the district's local budget. Questions regarding the validity of any expenses should be addressed with the Business office.



## Donations

All donations in excess of \$500 must be approved by the Board of Education. The Superintendent has the authority to accept donations of less than \$500 on behalf of the school district.

## Student Activity - Clearing Accounts

Funds may be established under the auspices of the student activity account for the accumulation of money to pay for student group activities (class trips, etc.) only after Board of Education and Superintendent approval. All of the rules as outlined above shall be adhered to except that the student activity officer's signature will not be required on the request for check. The Building Principal and teacher in charge of the class trip must sign the voucher, however.

## Inactive Student Activities and Senior Class Funds

Any student activity that is, or has been, inactive for more than one year shall have its account dissolved and any remaining balance shall be treated as interest and distributed in the same fashion.

After graduation, any funds remaining in the Senior Class accounts shall be distributed equally to the other class funds (freshman, sophomore, junior), which existed at the time of graduation of the senior class.

Adopted: May 26, 2009



## 6740 RESERVE ACCOUNTS

### A. Capital Reserve Account

1. The Board of Education or a Board of School Estimate may, at any time establish by Board resolution a capital reserve account, pursuant to N.J.S.A. 18A:21-2 and 3, and 18A:7G-31.
2. Funds in the capital reserve account shall not be used for current expenses, pursuant to N.J.S.A. 18A:22-8.2, and shall only be used:
  - a. To implement capital projects in the school district's Long-Range Facilities Plan (LRFP) as required pursuant to N.J.S.A.18A:7G-4(a) and N.J.A.C. 6A:26-2; and
  - b. To augment a capital project funded in whole or part by bond proceeds only when:
    - (1) The original referendum question separately listed the amount and portion of local share (or portion of total costs of a project receiving debt service aid) to be funded by capital reserve pursuant to N.J.A.C. 6A:26-3.7 and 3.12; or
    - (2) Voter or Board of School Estimate approval, as appropriate, was received to augment the original approved question by special appropriation in a Type I school district, by separate question at a special election or through the appropriate line-items and supporting documentation in the base budget at the annual school election pursuant to N.J.A.C. 6A:26-4.4(a)3iii.
3. The Board of Education may increase the balance in the capital reserve account by:
  - a. Appropriating funds in the annual general fund budget certified for taxes to meet the needs of the LRFP that are not met by State support; or
  - b. Requesting approval from the Executive County Superintendent, as the Commissioner's designee, to



appropriate any excess unreserved general fund balance as calculated in the supporting documentation of the proposed budget into capital reserve in the proposed budget pursuant to N.J.S.A. 18A:7F-7b only when the Board of Education has:

- (1) Formally established a capital reserve account; and
  - (2) Obtained an approved LRFP in accordance with N.J.A.C. 6A:26-2.
4. The Board of Education, at its option, may satisfy the withdrawal approval requirements set forth in 8. below when funds are deposited into the capital reserve account in the annual budget pursuant to 3.a. and 3.b. above using the designated line item, supporting documentation, and a statement of purpose in the advertised budget. The Board of Education shall include in its statement of purpose:
- a. The amount of the deposit;
  - b. A description of the future capital project and purpose; and
  - c. A statement that "The amount represents expenditures for construction elements or projects that exceed the facilities efficiency standards determined by the Commissioner as necessary to achieve the Core Curriculum Content Standards."
5. The Board of Education may request express approval of the voters for appropriation of additional amounts into the capital reserve by a separate proposal at budget time, or by a special question at one of the four special elections authorized pursuant to N.J.S.A. 19:60-2. The Board of Education may request approval of a Board of School Estimate, if applicable, for appropriation of additional amounts into capital reserve by a separate proposal at budget time or by special resolution. The amount expressly approved by the voters or Board of School Estimate, as applicable, for deposit into a capital reserve may be from surplus or unrestricted local miscellaneous revenue only if such source is delineated in the question and/or special resolution.



6. The Board shall not deposit into a capital reserve account audited excess undesignated, unreserved general fund balance. The Board of Education shall reserve and designate such funds in the subsequent year's budget pursuant to N.J.A.C. 6A:23A-8.5(b).
7. The Board of Education shall maintain an amount of funds in the capital reserve account that does not exceed the amount needed to implement the capital projects in a school district's LRFP that are not met by State support.
  - a. If the amount in capital reserve exceeds the amount authorized in 7. above, the Board of Education shall withdraw the excess and reserve and designate it in the subsequent year's budget.
  - b. The Board of Education shall ensure that all excess amounts in the capital reserve account identified in the annual audit, required pursuant to N.J.S.A. 18A:23-1 and procedures developed by the Commissioner, are reserved and designated in the subsequent year's budget.
8. The Board of Education may withdraw funds from the capital reserve account at any time as follows:
  - a. By Board resolution for the transfer of funds to the line items in the capital outlay major account/fund to fund pre-development or other pre-application costs associated with architects, lawyers, and construction managers for school facilities projects included in the approved LRFP;
    - (1) Pursuant to N.J.A.C. 6A:26-4.2(a), a Board that used capital reserve for such costs in a capital project funded in part or in whole by bond proceeds has the option to reimburse the general fund from the capital projects fund after approval of the referendum or resolution;
  - b. By Board resolution for the transfer of funds to the line items in the capital outlay major account/fund to fund the local share less any excess costs of a school facilities project as determined in accordance with N.J.A.C. 6A:26-3;



- c. By Board resolution for the transfer of funds to the line items in the capital outlay major account/fund to fund the total costs, less any excess costs, of another capital project, which would otherwise be eligible for State support, as determined in accordance with N.J.A.C. 6A:26-3;
- d. By Board resolution for the transfer of funds to the capital projects fund pursuant to N.J.A.C. 6A:26-4, after receiving voter, Board of School Estimate, or Capital Project Review Board approval, as applicable, of the capital reserve use and specific amount in an approved referendum or resolutions pursuant to N.J.A.C. 6A:26-3.7;
- e. By Board resolution after receiving voter, Board of School Estimate, or Capital Project Review Board approval, as applicable, except as authorized in N.J.A.C. 6A:26- 3.12(c), for the transfer of funds to the line items in the capital outlay major account/fund to fund excess costs of a school facilities project and to fund the total costs for other capital projects that would not otherwise be eligible for State support as determined in accordance with N.J.A.C. 6A:26, Educational Facilities:
  - (1) Voter, Board of School Estimate, or Capital Project Review Board approval, as appropriate, may be obtained through the original budget certified for taxes, in which the Board shall include a statement of purpose in the advertised budget, or through a Board of School Estimate's special appropriation process, if appropriate.
  - (2) The Board of Education or Board of School Estimate, as appropriate, shall include in the statement of purpose or special question for the capital project:
    - (a) The total costs;
    - (b) The final eligible costs;



- (c) The amount requested for withdrawal for excess costs;
  - (d) A description/purpose of the capital project, or portion thereof, which the excess costs will fund; and
  - (e) A statement that "The amount represents expenditures for construction elements or projects that exceed the facilities efficiency standards determined by the Commissioner as necessary to achieve the Core Curriculum Content Standards."
- (3) If requesting a withdrawal for multiple capital projects, the Board of Education or Board of School Estimate, as appropriate, shall include in the statement of purpose or special question the required information identified in 8.e.(1) and (2) above separately for each individual capital project.
- (4) The Board of Education or Board of School Estimate, as appropriate, shall ensure that the amount(s) approved by the voters, Board of School Estimate, or Capital Project Review Board, as appropriate, are used exclusively for the purpose or purposes contained in the associated statement or question.
- (5) For any approved amounts that remain unexpended or unencumbered at the end of the school year, the Board of Education or Board of School Estimate, as appropriate, shall:
- (a) Return such funds to the capital reserve account;
  - (b) Anticipate such funds as part of the designated general fund balance of the subsequent school year budget; or
  - (c) Reserve and designate such funds in the second subsequent school year budget;



- f. By Board resolution and after receiving Commissioner approval in accordance with N.J.A.C. 6A:26-3.13, and voter, Board of School Estimate, or Capital Project Review Board approval, as appropriate, pursuant to 3.b. above and N.J.A.C. 6A:23A-14.1, for the transfer of funds to the line items in the capital outlay major account/fund for the purchase of land; or
        - g. By Board resolution for the transfer of funds to the debt service account for the purpose of offsetting locally funded principal and interest payments for bonded projects that are included in the school district's LRFP.
9. Notwithstanding 8. above, the Board of Education or Board of School Estimate, as appropriate, may at any time, apply to the Commissioner for approval to withdraw funds from its capital reserve account for uses authorized in 2. above. The Board of Education or Board of School Estimate, as appropriate, may make a withdrawal pursuant to N.J.A.C. 6A:23A-14.1 only upon receipt of written approval of the Commissioner. To obtain the Commissioner's approval, the Board of Education shall establish to the satisfaction of the Commissioner that an emergent condition exists necessitating an immediate withdrawal of capital reserve account funds.
10. The Board of Education shall administer and account for the capital reserve account as follows:
  - a. The Board shall establish and maintain the capital reserve account in accordance with Generally Accepted Accounting Principles (GAAP), and shall be subject to annual audit pursuant to N.J.S.A. 18A:23-1 et seq;
  - b. If the cost to complete an approved school facilities project not funded in whole or part by school bonds exceeds the local share less excess costs, those costs up to ten percent above the local share less excess costs may be withdrawn from capital reserve funds in accordance with 8.a. above;



- c. The Board shall transfer to the capital projects account, and account for separately with the corresponding grant, any funds withdrawn for the local share of a school facilities project that is not using school bonds or loan bonds for all or part of the local share that received a grant pursuant to N.J.S.A. 18A:7G-15. For any unexpended transferred capital reserve funds remaining after completion of such school facilities projects, the Board shall:
- (1) Return such funds to the capital reserve account;
  - (2) Anticipate such funds as part of the designated general fund balance of the subsequent school year's budget; or
  - (3) Reserve and designate any unexpended transferred capital reserve funds in the second subsequent year's budget for tax relief.
- d. Pursuant to N.J.S.A. 18A:21-3, the Board of Education shall increase the capital reserve account by the earnings attributable to the investment of the account's assets, and;
- (1) Anticipate as miscellaneous income any investment income included in the original annual general fund budget certified for taxes; and
  - (2) Include any investment earnings in the maximum amount of capital reserve permitted in 7. above.
- e. The Board of Education shall establish a separate account in the general fund for bookkeeping purposes only in order to account for increases to and withdrawals from the capital reserve account and its balance. The Board of Education shall record a capital reserve account on the annual audit's general fund balance sheet as follows:
- (1) Debit: Capital Reserve Account; and
  - (2) Credit: Reserved Fund Balance--Capital Reserve Account.



11. Funds in capital reserve accounts in existence prior to July 18, 2000 are subject to the Educational Facilities Construction and Financing Act (EFCFA), P.L. 2000, c. 72, and N.J.A.C. 6A:23A-14, and the Board of Education shall only use such funds for the original purpose for which the funds were deposited.
  - a. If the original purpose is outside the scope of the Board's approved LRFP, the Board of Education shall account for such funds separately in the capital reserve fund and appropriate the funds as revenue for such purposes in the annual budget certified for taxes. The Board of Education shall restore to the capital reserve account for use pursuant to N.J.A.C. 6A:23A-14 any unexpended capital outlay appropriations up to the amount of such capital reserve funds appropriated. Expenditures shall be charged first to unrestricted capital outlay fund sources with capital reserve account appropriations expended last. The Board of Education shall not deposit any additional funds into the capital reserve account pursuant to 3. through 6. above for such pre-July 18, 2000 purposes.
  - b. If the original purpose is within the scope of the school district's approved LRFP, the Board of Education shall make withdrawals pursuant to 8. above, except that if voter, Board of School Estimate or Capital Project Review Board, as appropriate, approval of excess costs or another capital project was obtained when the funds were deposited into the capital reserve account, the Board, by such approval, shall be deemed to have satisfied the requirement for approval of excess costs or other capital projects in 8.b. above.

## B. Maintenance Reserve Account

1. The Board of Education shall establish, by resolution, a maintenance reserve account to be used to implement required maintenance of the school district's facilities. The Board of Education is prohibited from using such funds for routine or capital maintenance.



2. The Board of Education shall establish and maintain the maintenance reserve account in accordance with GAAP, and such account shall be subject to annual audit pursuant to N.J.S.A. 18A:23-1 et seq.
3. The Board of Education or Board of School Estimate, as appropriate, may increase the balance in the maintenance reserve account by appropriating funds in the annual general fund budget certified for taxes.
4. The Board of Education or Board of School Estimate, as appropriate, may by resolution withdraw such funds from the maintenance reserve account and appropriate into the required maintenance account lines at budget time or any time during the year for use on required maintenance activities for a school facility as reported in the comprehensive maintenance plan pursuant to N.J.A.C. 6A:26A-4.
  - a. Funds withdrawn from the maintenance reserve account are restricted to required maintenance appropriations. The Board of Education or Board of School Estimate, as appropriate, shall not transfer such funds to any other line-item account.
5. In any year that maintenance reserve account funds are withdrawn, the Board of Education shall restore any unexpended required maintenance appropriations, up to the amount of maintenance reserve account funds withdrawn, to the maintenance reserve account at year-end.
6. The Board of Education shall, by resolution, transfer to the general fund on an annual basis any interest earned on the investments in the maintenance reserve account. Such interest may be transferred on a more frequent basis at the discretion of the Board of Education.
7. The Board of Education shall ensure that the maintenance reserve account balance does not, at any time, exceed four percent of the replacement cost of the school district's school facilities for the current year. If the account exceeds this maximum amount at June 30, the Board of Education shall reserve and designate such excess in the subsequent year's budget.



C. Supplementation of Capital Reserve and Maintenance Reserve Accounts

1. The Board of Education or Board of School Estimate, as appropriate, may supplement a capital reserve account through a transfer by Board resolution of any unanticipated revenue and/or unexpended line-item appropriation amounts anticipated at year end for withdrawal in subsequent school years. Any such transfer resolution shall be adopted by the Board no earlier than June 1 and no later than June 30 of the respective school year.
2. The Board of Education or Board of School Estimate, as appropriate, may supplement a maintenance reserve account through a transfer by Board resolution of any unanticipated revenue and/or unexpended line-item appropriation amounts anticipated at year end, for withdrawal in subsequent school years. Any such transfer resolution shall be adopted by the Board no earlier than June 1 and no later than June 30 of the respective school year.

D. Establishment of Other Reserve Accounts

1. The Board of Education or a Board of School Estimate, as appropriate, may through the adoption of a Board resolution establish the following reserve accounts:
  - a. Current Expense Emergency Reserve Account.
    - (1) The funds in the reserve shall be used to finance unanticipated general fund current expense costs required for T&E. For the purpose of the emergency reserve account "unanticipated" shall mean reasonably unforeseeable and shall not include additional costs caused by poor planning or error.
    - (2) The account shall not exceed \$250,000 or one percent of the school district's general fund budget as certified for taxes up to a maximum of \$1,000,000, whichever is greater.



- (3) The Board of Education may appropriate funds to establish or supplement the reserve in the school district's annual budget or through a transfer by Board resolution of any unanticipated revenue and/or unexpended line-item appropriation amounts anticipated at year end. Any such transfer resolution shall be adopted by the Board no earlier than June 1 and no later than June 30 of the respective school year.
  - (4) Withdrawals from the reserve shall require the approval of the Commissioner unless the withdrawal is necessary to meet an increase in total health care costs in excess of four percent, for which the district did not receive an automatic adjustment for health care costs pursuant to N.J.A.C. 6A:23A-11.4. Total health care costs include medical insurance and prescription drug insurance costs.
- b. Debt service reserve account in the debt service fund for proceeds from the sale of school district property. For the purposes of the debt service reserve account "property" shall mean land, buildings, and other property that was incidental to the sale of land or a building. The funds in the reserve shall be used by the district first to reduce the outstanding principal amount at the earliest call date or to annually reduce the debt service principal payments. The funds may be used for any outstanding debt obligation or debt obligations of the school district. The reserve shall be liquidated within the lesser of five years from its inception or the remaining term on the obligations. Any remaining balance shall be used for tax relief.
  - c. Tuition adjustment reserve account in the general fund for up to ten percent of the estimated tuition cost in the contract year for an anticipated tuition adjustment in the



third year following the contract year. In such case, the Board of Education shall:

- (1) Establish the tuition adjustment reserve account at June 30 by Board resolution;
- (2) Make full appropriation of the reserve for the tuition adjustment in the third year following the contract year;
- (3) Exclude from the cap calculation the budgeted fund balance and appropriation of the tuition adjustment reserve in the third year following the contract year for such tuition adjustments; and
- (4) Transfer to the general fund, by Board resolution, any interest earned on the investments in a tuition adjustment reserve account on an annual basis. Such transfer may be made on a more frequent basis at the discretion of the Board of Education.

E. Reserve Accounts Recorded in Accordance with GAAP

1. All reserve accounts shall be recorded in accordance with GAAP and subject to annual audit. Any capital gains or interest earned shall become part of the reserve account. A separate bank account is not required; however, a separate identity for each reserve account shall be maintained.

Issued: October 25, 2010



## R 6810 FINANCIAL OBJECTIVES

The Board of Education recognizes its responsibility to the taxpayers of the district to be sure that public moneys expended by the school district are utilized for the furtherance of pupil education in a manner that will ensure full value to the taxpayers, and that adequate constraints and records are established to ensure that end.

The Board by law holds the authority to fix the budget, approve bids and pass upon each expenditure of the district.

To meet the goals of this policy, the Board requires the School Business Administrator/Board Secretary to:

1. Establish sound accounting procedures.
2. Institute effective business practices.
3. Recommend suitable office technology and equipment where necessary.
4. Review the financial operations annually and report to the Board on effectiveness and recommended improvements.

N.J.S.A. 18A:18A-1 et seq.; 19-1 et seq.; 22-1 et seq.

Adopted: May 26, 2009

