



Book	Policy Manual
Section	300 Employees
Title	Employment of Superintendent/Assistant Superintendent
Code	302
Status	Active

Legal

1. 24 P.S. 1001
2. 24 P.S. 508
3. 24 P.S. 1071
4. 24 P.S. 1073
5. 24 P.S. 1076
6. 24 P.S. 1077
7. 24 P.S. 1079
8. Pol. 104
9. 24 P.S. 1002
10. 24 P.S. 1003
11. 24 P.S. 1078
12. 22 PA Code 49.41
13. 22 PA Code 49.42
14. 24 P.S. 111
15. 22 PA Code 8.1 et seq
16. 23 Pa. C.S.A. 6301 et seq
17. Pol. 314
18. 24 P.S. 1073.1
19. 24 P.S. 1081
20. 24 P.S. 1082
21. Pol. 003
22. Pol. 312
23. 24 P.S. 1075
24. 24 P.S. 1007
25. 24 P.S. 1008
26. 24 P.S. 1004
27. Pol. 004
28. 24 P.S. 1005
- 2 Pa. C.S.A. 551 et seq
- 18 Pa. C.S.A. 9125
- 22 PA Code 49.171
- 22 PA Code 49.172
- 24 P.S. 108
- 24 P.S. 1080
- 24 P.S. 1418
- 28 PA Code 23.43
- 28 PA Code 23.44
- 28 PA Code 23.45
- 42 U.S.C. 12101 et seq

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Purpose

The Board places the primary responsibility and authority for the administration of this district in the Superintendent and Assistant Superintendent. Selection of a Superintendent, or Assistant Superintendents, is therefore critical to the effective management of the district. [1]

Authority

When the position of Superintendent, or Assistant Superintendent, shall be vacant, the Board shall appoint a properly qualified district Superintendent, or Assistant Superintendent, upon nomination of the Superintendent, by a majority vote of all members of the Board, and shall fix the beginning salary and the term of office. The appointed Superintendent's term may be three (3) to five (5) years, beginning with the effective date of the appointment to office. An Assistant Superintendent may serve through the term of the Superintendent or enter into a contract for a term of three (3) to five (5) years. [1][2][3][4][5][6]

At a regular Board meeting occurring at least 150 days prior to the expiration date of the Superintendent's or an Assistant Superintendent's term of office, the Board meeting agenda shall include an item requiring affirmative action by five (5) or more Board members to notify the Superintendent or Assistant Superintendent that the Board intends to retain him/her for a further term of three (3) to five (5) years or that other candidates will be considered for the office. If the Board fails to take such action, the current Superintendent or Assistant Superintendent shall continue in office for a term similar in length to that which s/he is currently serving. [4][6]

Whenever the Board finds it impossible or impractical to immediately fill a vacancy in the office of Superintendent or Assistant Superintendent, the Board may appoint an acting Superintendent or Assistant Superintendent to serve not longer than one (1) year from the time of appointment. [7]

In the event the Board appoints an acting Superintendent or Assistant Superintendent, the Board shall approve and document the recruitment and assessment procedures to be used to permanently fill such vacancy in accordance with Board policy.

Guidelines

The Board will actively seek the best qualified and most capable candidate for the position of Superintendent and/or Assistant Superintendent. A special "search" committee shall be appointed by the President of the Board. It shall be the duty of the committee to establish the plan for conducting the search for qualified applicants and to determine the criteria by which a new Superintendent and/or Assistant Superintendent will be hired.

When a vacancy in the position of Superintendent occurs, the Board of School Directors shall announce the vacancy and seek qualified applicants. Consideration will be given to qualified applicants within the district; however, the Board will always attempt to obtain the services of the best qualified and most capable person.

Recruitment procedures shall be prepared in advance of the search and shall include the following:

1. The preparation of a written job description for the position, written in accordance with the requirements of federal and state laws and regulations. [8]
2. Preparation of written specification of qualifications, in addition to proper state requirements for all applicants. [10][11][12][13][9]

3. Preparation of informative material describing the school district, the Superintendent/Assistant Superintendent position and the district's educational goals.
4. Where feasible, the opportunity for applicants to visit the schools of the district, meet with internal staff and external stakeholders at the Board's invitation.
5. Recruitment and consideration of candidates in accordance with Board policy, Board-established leadership criteria and state and federal law.[8]

The Superintendent shall be reimbursed for those expenses as established by the Board at the time of employment and subsequent annual reviews.

No candidate shall be employed until such candidate has complied with the mandatory background check requirements for criminal history and the district has evaluated the results of that screening process.[14][15][16].

The Superintendent, Assistant Superintendent and candidates for said positions shall report, on the designated form, arrests and convictions as required by law. In addition, the Superintendent and Assistant Superintendent are required to report to the school district within seventy-two (72) hours any arrest or conviction of an offense that occurs subsequent to initially submitting the form. Failure to accurately report such arrests and convictions may subject the individual to denial of employment, criminal prosecution and/or termination of employment.[14]

After receiving a conditional offer of employment but prior to beginning employment, the candidate shall undergo medical examinations, as required by law and as the Board may require.[17]

No person may be employed as Superintendent, or Assistant Superintendent, of this district unless s/he has signed an employment contract with the Board or has been employed by Board resolution, either of which shall include:[4]

1. Contain the mutual and complete agreement between the Superintendent or Assistant Superintendent and the Board with respect to the terms and conditions of employment.
2. Consistent with state certification requirements, specify the duties, responsibilities, job description and performance expectations, including performance standards and assessments as required by law.[18][19][20][21][22]
3. Incorporate all provisions relating to compensation and benefits to be paid to or on behalf of the Superintendent or Assistant Superintendent.[23][6]
4. Specify the term of employment and state that the contract shall terminate immediately, except as otherwise provided by law, upon the expiration of the term unless the contract is allowed to renew automatically as required by law.[4]
5. Specify the termination, buyout and severance provisions, including all postemployment compensation and the period of time in which the compensation shall be provided. Termination, buyout and severance provisions may not be modified during the course of the contract or in the event a contract is terminated prematurely. *Buyout provisions must be in accordance with PS Section 10-1073, Subparagraph (3), Subparagraph (i)(ii).*
6. Contain provisions relating to outside work that may be performed, if any.[24][25]
7. State that any modification to the contract must be in writing.
8. State that the contract shall be governed by the laws of the Commonwealth.

9. Limit compensation for unused sick leave in employment contracts for Superintendents and/or Assistant Superintendents who have no prior experience as a district superintendent or assistant superintendent to the maximum compensation for unused sick leave under the school district's administrative compensation plan in effect at the time of the contract.
10. Limit transferred sick leave from previous employment to not more than thirty (30) days for Superintendents and/or Assistant Superintendents who have no prior experience as a district superintendent or assistant superintendent.
11. Specify postretirement benefits and the period of time in which the benefits shall be provided.

The Board shall take such appropriate and necessary action to ensure a continuous and smooth operation of the school system when and if the Superintendent's contract is or should be terminated.

Any candidate's misstatement of fact material to qualifications for employment or the determination of salary shall be considered by this Board to constitute grounds for dismissal.

Oath of Office

Every person elected or appointed as Superintendent, or Assistant Superintendent shall, before entering upon the duties of his/her office, subscribe to and take, before the Secretary of Education or before any Judge of a Court of Common Pleas in this Commonwealth, the same oath or affirmation as has herein been prescribed to be taken by persons elected to the office of School Director. Such oath or affirmation, being attested by the Secretary of Education or Judge, shall be filed in the office of the Secretary of Education.[\[26\]](#)

The oath is as follows:

"I do solemnly swear (or affirm) that I will support, obey and defend the Constitution of the United States and the Constitution of this Commonwealth, and that I will discharge the duties of my office with fidelity."

Function

The function of the Superintendent follows:

1. Executive -
 - a. The Superintendent shall be the chief administrative officer in the school district, responsible to the Board for the total education program for citizens of the district.
 - b. The Superintendent "shall have a seat on the Board of School Directors and the right to speak on all matters before the Board, but not to vote."[\[19\]](#)[\[27\]](#)
2. Instructional -
 - a. The Superintendent shall be considered as the instructional leader of the school system. S/He shall provide instructional leadership to the professional staff through in-service education, pre- and post-school workshops, dissemination of new knowledge on the methods and content of instruction, and the distribution of professional literature to the staff.
 - b. It shall be the duty of each Superintendent to see that in (the) district there shall be taught the several branches required by this act, as well as such other branches as the Board of School Directors may require.[\[28\]](#)

