

# POLICY

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EDUCATIONAL  
SERVICES COMMISSION  
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## 1220 EMPLOYMENT OF CHIEF SCHOOL ADMINISTRATOR

The Board of Education vests the primary responsibility for the administration of this school district in a Superintendent of Schools and recognizes the appointment of a person to that office is one of the most important functions this Board can perform. The Superintendent shall have a seat on the Board **employing the Superintendent of Education** and the right to speak on **all** matters at meetings of the Board (~~pursuant to N.J.S.A. 18A:17-20.a or N.J.S.A. 18A:17-20.b~~), but shall have no vote **pursuant to N.J.S.A. 18A:17-20.b**.

### **{Optional**

~~The Superintendent shall devote **themselves** himself or herself exclusively to the duties of the office.}~~

### Recruitment Procedures

The Board shall actively seek the best qualified and most capable candidate for the position of Superintendent. The Board may use a consultant service to assist in the recruitment process. Recruitment procedures may include but are not limited to, the following activities:

1. The preparation of a new or a review of an existing written job description;
2. ~~The p~~Preparation of informative material describing this Commission and its educational goals and objectives;
3. ~~Where feasible, T~~he opportunity for applicants to visit the district, **where feasible**;
4. ~~An Establish an~~ interview process that encourages the candidate and the Board members to have a meaningful discussion of the ~~school~~ district's needs and expectations. The Board members shall review and discuss the candidate's credentials, qualifications, educational philosophy, and other qualities and expertise **the candidate** he/she can offer to the district;
5. Solicitation of applications from a wide geographical area; and
6. Strict compliance with law and Policy 1530 on equal employment opportunity.

### Qualifications

The candidate must possess or be eligible for a valid New Jersey administrative certificate endorsed for school administrator or a provisional school administrator's endorsement in

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accordance with N.J.A.C. 6A:9B-12.4 et seq. and must qualify for employment following a criminal history record check.

~~{Optional~~

The candidate shall meet criteria established by the Board.

**OR**

**Choose one or more of the following:**

~~\_\_\_\_\_ have earned a doctoral degree from a duly accredited institution of higher education as defined in N.J.A.C. 6A:9-2.1.~~

~~\_\_\_\_\_ have \_\_\_\_\_ years of demonstrated success in public school administration of which at least \_\_\_\_\_ years have been in the capacity of~~

~~\_\_\_\_\_ school Principal.~~

~~\_\_\_\_\_ central office administrator.~~

~~\_\_\_\_\_ Assistant Superintendent.~~

~~\_\_\_\_\_  
(Insert other locally adopted requirements regarding background, experience, personal qualities, and individual achievements.)~~

~~\_\_\_\_\_  
(Insert locally adopted requirements regarding verification of competency including: resumes, records of past experience, college transcripts, certification test, evaluation reports, internship evaluations, etc.)~~

~~\_\_\_\_\_ submit at least \_\_\_\_\_ letters of recommendation from persons who have supervised the candidate's his/her administrative performance.}~~

The candidate shall meet criteria established by the Board including a background with experience in special education.

Employment Contract

A person appointed Superintendent must enter **into** an employment contract with the Board.

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An employment contract for the Superintendent of Schools shall be reviewed and approved by the Executive County Superintendent in accordance with the provisions of N.J.A.C. 6A:23A-3.1 and Policy 1620. Any actions by the Executive County Superintendent undertaken pursuant to N.J.A.C. 6A:23A-3.1 may be appealed to the Commissioner pursuant to the procedures set forth in N.J.A.C. 6A:3 **pursuant to N.J.A.C. 6A:23A-3.1(f)**.

The employment contract with the Superintendent must be approved with a recorded roll call majority vote of the full membership of the Board at a public Board meeting.

In the event there is a Superintendent vacancy prior to the expiration of the existing contract, the Board seated at the time the position becomes vacant may appoint and approve an employment contract for the next Superintendent.

The contract for the Superintendent who does not acquire tenure, but who holds tenure during the term of **the Superintendent's his/her** employment contract will include a term of not less than three nor more than five years and expiring July 1; a beginning and ending dates; the salary to be paid and benefits to be received; a provision for termination of the contract by the Superintendent; an evaluation process pursuant to N.J.S.A. 18A:17-20.3; and other terms agreed to between the Board and the Superintendent.

During the term of the contract, the Superintendent shall not be dismissed or reduced in compensation except for inefficiency, incapacity, **or** conduct unbecoming a Superintendent, or other just cause and **then only in the manner prescribed by N.J.S.A. 18A:6 Article 2 Subarticle B pursuant to N.J.S.A. 18A:17-20.2** ~~by the Commissioner of Education pursuant to the tenure hearing laws.~~

At the conclusion of the term of the initial contract or of any subsequent contract, in accordance with N.J.S.A. 18A:17-20.1, the Superintendent shall be deemed reappointed for another contracted term of the same duration as the previous contract unless either: the Board by contract reappoints the Superintendent for a different term which shall **be** not ~~be~~ less than three nor more than five years, in which event reappointments thereafter shall be deemed for the new term unless a different term is again specified; or the Board notifies the Superintendent in writing the Superintendent will not be reappointed at the end of the current term, in which event **the Superintendent's his/her** employment shall cease at the expiration of that term. In the event the Board notifies the Superintendent **they he/she** will not be reappointed, the notification shall be given prior to the expiration of the first or any subsequent contract by a length of time equal to thirty days for each year in the term of the current contract.

Pursuant to N.J.S.A. 18A:17-20.2a, the Board shall submit to the Commissioner of **Education** for prior approval an early termination of employment agreement that includes the payment of compensation as a condition of separation. **As used in**

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~~accordance with~~ N.J.S.A. 18A:17-20.2a, “compensation” includes, but is not limited to, salary, allowances, bonuses and stipends, payments ~~for~~ of accumulated sick or vacation leave, contributions toward the costs of health, dental, life, and other types of insurance, medical reimbursement plans, retirement plans, and any in-kind or other form of remuneration.

An early termination of an employment agreement **of the Superintendent** shall be limited in its terms and conditions as outlined in N.J.A.C. 6A:23A-3.2. The Commissioner shall evaluate ~~the such~~ agreements in accordance with the provisions of N.J.S.A. 18A:17-20.2a and N.J.A.C. 6A:23A-3.2 and **shall have** ~~has~~ the authority to disapprove the agreement **if the payment of compensation has a condition of separation from service is found to be excessive pursuant to N.J.S.A. 18A:17-20.2a.** The agreement shall be submitted to the Commissioner by the district by certified mail, return receipt requested. The determination shall be made within thirty days of the Commissioner’s receipt of the agreement from the ~~school~~ district.

## Disqualification

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

## Certificate Revocation

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

~~In accordance with N.J.A.C. 6A:23A-3.1(e)(12), in the event the Superintendent’s certificate is revoked, the Superintendent’s contract is null and void.~~

N.J.S.A. 18A:16-1; 18A:17-15; 18A:17-20; 18A:17-20.1;  
18A:17-20.2; 18A:17-20.2a; 18A:17-20.3

N.J.A.C. 6A:9B-12.3; 6A:9B-12.4; 6A:23A-3.1, 6A:23A-3.2

Cross reference: Policy Guide No. 1230

Adopted: October 5, 2016