Title: **Employment of Superintendent/Assistant Superintendent**
Code: 302
Book: Policy Manual
Section: 300 Employees

Purpose

The Board places the primary responsibility and authority for the administration of the District in the Superintendent and Assistant Superintendent. Therefore, selection of a Superintendent or Assistant Superintendent is critical to the effective leadership and management of the District.[1]

Authority

During the last year of the Superintendent's term or any other time the position of Superintendent becomes vacant, the Board shall meet to appoint, by a majority vote of all members of the Board, a properly qualified District Superintendent. The appointed Superintendent shall enter into a written contract with the Board for a term of three (3) to five (5) years. [2][3][4]

An Assistant Superintendent, if the position exists within the District, shall be appointed by a majority vote of all members of the Board upon nomination of the Superintendent. 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. [2][3][5][6]

At a regular Board meeting occurring at least 90 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 no 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

Recruitment and Assessment of Candidates

The Board shall actively seek candidates who meet the qualifications and requirements for the position of Superintendent and/or Assistant Superintendent. It may be aided in this task by a committee of Board members, the services of professional consultants, and/or the counsel of the retiring Superintendent.

When undertaking a search to fill the position of Superintendent or Assistant Superintendent, recruitment procedures shall be prepared and may include the following:

Preparation of a job description for the position, written in accordance with the requirements of federal and state laws and regulations.[8]

Preparation of written qualifications, in addition to applicable state requirements, for all applicants.[9][10][11][12][13]

Preparation of informative materials describing the school District, the Superintendent/Assistant Superintendent position, and the District's educational goals.

Opportunity for selected applicants to visit the District schools, meet with internal staff and external stakeholders at the Board's invitation.

Recruitment, screening and evaluation of candidates shall be conducted in accordance with Board policy, Board established leadership criteria and state and federal law.[8]

The Board shall determine prior to interviewing finalists which expenses associated with such interviews will be reimbursed by the school District, if any.

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

Pre-Employment Requirements

A candidate shall not be employed until the individual has complied with the mandatory background check requirements for criminal history and child abuse and the District has evaluated the results of that screening process.[14][28][29]

Each candidate shall report, on the designated form, all arrests and convictions as specified on the form. Candidates shall likewise report arrests and/or convictions that occur subsequent to initially submitting the form. Failure to accurately report such arrests and convictions may subject the individual to denial of employment, termination if already hired, and/or criminal prosecution.[14]

Before entering the duties of the office, the Superintendent or Assistant Superintendent shall take and subscribe to the oath of office prescribed by law.[16]

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 at the candidate's expense.[17]

Employment Contracts

An individual shall not be employed as Superintendent or Assistant Superintendent unless s/he has signed an employment contract expressly stating the terms and conditions of employment. The written contract shall:[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.

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 Districts 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.

Removal/Severance

A Superintendent or Assistant Superintendent may be removed from office and have their contracts terminated, after a hearing, by a majority vote of all members of the Board and in accordance with law. The Board shall publicly disclose at the next regularly scheduled meeting the removal from office of a Superintendent or Assistant Superintendent.[26][27]

Any negotiated severance of employment prior to the end of the term of the Superintendent's or Assistant Superintendent's specified contract term shall be limited to either:[4]

1. The equivalent of one (1) year's compensation and benefits due under the contract, if the severance agreement takes effect two (2) or more years prior to the end of the contract term; or

2. The equivalent of one-half (1/2) of the total compensation and benefits due under the contract for the remainder of the term, if the severance agreement takes effect less than two (2) years prior to the end of the contract term.

Adopted: **February 21, 2023**
Last Revised: **February 21, 2023**

Legal References:

- 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
- 16. 24 P.S. 1004
- 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. 1080
- 27. 2 Pa. C.S.A. 551 et seq
- 28. 22 PA Code 8.1 et seq
- 29. 23 Pa. C.S.A. 6301 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. 1418
- 28 PA Code 23.43
- 28 PA Code 23.44
- 28 PA Code 23.45
- 42 U.S.C. 12101 et seq