



SECTION: EMPLOYEES

POLICY: 302

TITLE: EMPLOYMENT OF SUPERINTENDENT

ORIGINAL: April 22, 2002

CURRENT REVISION: December 13, 2021

LAST REVIEWED BY THE COMMITTEE:

I. PURPOSE

The School Superintendent is the Chief Executive Officer of the school system, as well as the community's preeminent educational leader. The Board holds the Superintendent responsible for the administration of its policies, the execution of Board decisions, the operation of the internal machinery designed to serve the district program and keeping the Board informed about district operations and problems. Therefore, selection of a Superintendent is critical to the effective management of the district.

II. DEFINITIONS

None.

III. POLICY

- A. When the position of Superintendent becomes vacant, the Board shall elect a properly qualified District Superintendent by a majority vote of all members of the Board. The appointed Superintendent shall enter a written contract with the Board stating the terms and conditions of employment and term of office. Such a term may be three (3), four (4) or five (5) years, beginning with the effective date of the appointment to the office.
- B. At a public meeting of the Board occurring at least ninety (90) days prior to the expiration of the term of office of the Superintendent, the agenda shall include an item requiring affirmative action by five (5) or more members of the Board directors to notify the Superintendent that (a) the Board intends to retain them for a further term of three (3) to five (5) years, or that (b) another or other candidates will be considered for the office. If the Board fails to take such public action, the term of office that the Superintendent is then serving shall be extended one time for a one (1) year period, upon the conclusion of which the term of office shall terminate, unless the Board has acted prior to the end of the one (1) year extension to retain the Superintendent for a further term. The notification shall not prevent the Superintendent from being considered for or appointed to a further term of office notwithstanding the consideration of other candidates.
- C. When a vacancy occurs in the position of Superintendent or when the Board determines to seek other candidates, the Board President will convene a meeting of the full Board to discuss the processes and procedures in which the Board will engage to seek a Superintendent.

- D. The Board shall actively seek the best qualified and most capable candidate for the position of Superintendent.
- E. The Board will determine the processes through which it will seek applicants for the position of Superintendent. Among the options the Board may consider are the option of conducting a targeted search for pre-selected candidates and the option of engaging the services of a professional consultant.
- F. Employment
 - a. No candidate shall be employed until such candidate 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.
 - b. 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 after 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.
 - c. No person shall be employed as Superintendent unless they have signed a written employment contract containing the mutual and complete agreement between the parties with respect to the terms and conditions of employment, which contract shall :
 - i. Consistent with state certification requirements, specify the duties, responsibilities, job description and performance expectations, including performance standards and assessments as required by law.
 - ii. Incorporate all provisions relating to compensation and benefits to be paid to or on behalf of the Superintendent.
 - iii. 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 extend automatically as required by law.
 - iv. Specify the termination, buyout and severance provisions, including all postemployment compensation and the period in which compensation shall be provided. Termination, buyout and severance provisions may not be modified during the contract or in the event a contract is terminated prematurely.
 - v. Contain provisions relating to outside work that may be performed, if any.
 - vi. State that any modification to the contract must be in writing.
 - vii. State that the contract shall be governed by the laws of the Commonwealth of PA.
 - viii. 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.
 - ix. Limit transferred sick leave from previous employment to not more than thirty (30) days for Superintendents who have no prior experience as a district Superintendent or Assistant Superintendent.
 - x. Specify postretirement benefits and the period in which the benefits shall be provided.

G. Removal/Severance

- a. A Superintendent may be removed from the office and have their contract 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.
 - b. Any negotiated severance of employment prior to the end of the term of the Superintendent's specified contract term shall be limited to either:
 - i. 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
 - ii. 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.
- H. Whenever the Board finds it impossible or impractical to immediately fill a vacancy in the office of Superintendent, the Board may appoint an acting Superintendent to serve no longer than one (1) year from the time of appointment.
- I. Before entering the duties of the office, the Superintendent shall take and subscribe to the oath of office prescribed by statute.
- J. After receiving an offer of employment, but prior to beginning employment, the candidate may at the discretion of the Board be required to undergo medical and other testing as permitted by law.
- K. Any candidate's misstatement of fact material to qualifications for employment or determination of salary shall constitute grounds for dismissal by the Board.
- L. The district shall submit a New Hire Report for each employee required to be reported by law.

IV. DELEGATION OF AUTHORITY

None.

V. REFERENCES

- 24 P.S. 1001
- 24 P.S. 508
- 24 P.S. 1071
- 24 P.S. 1073
- 24 P.S. 1076
- 24 P.S. 1077
- 24 P.S. 1079
- Pol. 104
- 22 PA Code 49.41
- 22 PA Code 49.42
- 24 P.S. 1002
- 24 P.S. 1003
- 24 P.S. 1078
- 24 P.S. 111.1
- 23 Pa. C.S.A. 6344
- 24 P.S. 111
- 24 P.S. 1004

24 P.S. 1073.1
24 P.S. 1081
24 P.S. 1082
24 P.S. 1075
24 P.S. 1007
24 P.S. 1008
2 Pa. C.S.A. 551 et seq
24 P.S. 1080
18 Pa. C.S.A. 9125
22 PA Code 49.171
22 PA Code 49.172
22 PA Code 8.1 et seq
23 Pa. C.S.A. 6301 et seq
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