

Book	Policy Manual
Section	300 Employees
Title	Employment of Superintendent
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Purpose

The Board places the primary responsibility and authority for the administration of the district in the Superintendent. Therefore, selection of a 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]

At a regular Board meeting occurring at least ~~150 days~~ninety days (90) prior to the expiration date of the 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 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 term of office which the Superintendent is serving shall be extended one (1) time for a one-year period. Prior to the end of the one-year extension, the Board shall take action necessary to retain the Superintendent. If no action is taken prior to the conclusion of the one-year extension, the term of office for the current Superintendent shall terminated. ~~the current Superintendent shall continue in office for a term similar in length to that which s/he is currently serving.~~[4]

Anytime the Board votes to retain a Superintendent, the Superintendent may be retained for a term of three (3) to five (5) years.

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 not longer than one (1) year from the time of appointment.[5]

In the event the Board appoints an acting 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. It may be aided in this task by a committee of Board members and/or the services of professional consultants.

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

1. Preparation of a job description for the position, written in accordance with the requirements of federal and state laws and regulations.[6]
2. Preparation of written qualifications, in addition to applicable state requirements for all applicants. [7][8][9][10][11]
3. Preparation of informative materials describing the district, the Superintendent position, and the district's educational goals.
4. Solicitation of applications from a large enough geographical area to ensure a range of backgrounds and experience.

Recruitment, screening and evaluation of candidates shall be conducted in accordance with Board policy, Board established leadership criteria and state and federal law. Screening procedures may be established to ensure that the Board has an opportunity to interview a sufficient number of finalist candidates so that an adequate range of choices is available for final selection.[6]

The Board shall determine prior to interviewing finalists which expenses associated with such interviews will be reimbursed by the district.

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

Pre-Employment Requirements

The district shall conduct an employment history review in compliance with state law prior to issuing an offer of employment to a candidate. Failure to accurately report required information shall subject the candidate to discipline up to, and including, denial of employment or termination if already hired, and may subject the candidate to civil and criminal penalties. The district may use the information for the purpose of evaluating an applicant's fitness to be hired or for continued employment and may report the information as permitted by law.[28]

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][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/or convictions may subject the individual to denial of employment, termination of employment if already hired, and/or criminal prosecution.[14]

Before entering the duties of the office, the Superintendent shall take and subscribe to the oath of office prescribed by law.[15]

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.[16]

Employment Contracts

An individual shall not be employed as Superintendent of this district 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 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.[\[17\]](#)[\[18\]](#)[\[19\]](#)[\[20\]](#)[\[21\]](#)
3. Incorporate all provisions relating to compensation and benefits to be paid to or on behalf of the Superintendent.[\[22\]](#)[\[23\]](#)
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.[\[4\]](#)
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 of Pennsylvania.
9. Limit compensation for unused sick leave in employment contracts for 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 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 may be removed from office and have his/her 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.[\[26\]](#)[\[27\]](#)

Any negotiated severance of employment prior to the end of the term of the 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.

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. 1079
6. Pol. 104
7. 24 P.S. 1002
8. 24 P.S. 1003
9. 24 P.S. 1078
10. 22 PA Code 49.41
11. 22 PA Code 49.42
14. 24 P.S. 111
15. 24 P.S. 1004
16. Pol. 314
17. 24 P.S. 1073.1
18. 24 P.S. 1081
19. 24 P.S. 1082
20. Pol. 003
21. Pol. 312
22. 24 P.S. 1075
23. 24 P.S. 1077
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. 24 P.S. 111.1
29. 23 Pa. C.S.A. 6344
- 24 P.S. 108
- 24 P.S. 1076
- 24 P.S. 1418
- 22 PA Code 8.1 et seq
- 22 PA Code 49.171
- 22 PA Code 49.172
- 28 PA Code 23.43
- 28 PA Code 23.44
- 28 PA Code 23.45
- 18 Pa. C.S.A. 9125
- 23 Pa. C.S.A. 6301 et seq
- 42 U.S.C. 12101 et seq

Last Modified by Janet Nahay on April 17, 2018