

EAST STROUDSBURG AREA SCHOOL DISTRICT

SECTION: ADMINISTRATIVE
EMPLOYEES

TITLE: EMPLOYMENT OF
SUPERINTENDENT/
ASSISTANT
SUPERINTENDENT

ADOPTED: August 19, 2002
REVISED: September 17, 2007
June 15, 2015

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| <p>1. Purpose SC 1001</p> <p>2. Authority SC 508, 1001 1071, 1073, 1075, 1076, 1077, 2107</p> | <p style="text-align: center;">302. EMPLOYMENT OF SUPERINTENDENT/ ASSISTANT SUPERINTENDENT</p> <p>The Board places the primary responsibility and authority for the administration of this district in the Superintendent and Assistant Superintendent(s). Therefore, selection of a Superintendent or Assistant Superintendent(s) is critical to the effective leadership and management of the district.</p> <p>When the position of Superintendent or Assistant Superintendent becomes vacant, the Board shall elect a district Superintendent or Assistant Superintendent by a majority vote of all members of the Board and shall fix the beginning salary and term of office. Such term may be three (3), four (4), or five (5) years, beginning with the effective date of the appointment to office.</p> <p><u>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.</u></p> <p><u>An Assistant Superintendent 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.</u></p> <p><u>At a public Board meeting occurring at least ninety (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 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 or Assistant 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 or Assistant Superintendent. If no action is taken prior to the conclusion of the one-year extension, the term of office for the current Superintendent or Assistant Superintendent shall terminate.</u></p> |
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| <p style="text-align: center;">SC 1073, 1077</p> <p><u>3. Guidelines</u></p> | <p><u>Anytime the Board votes to retain a Superintendent or Assistant Superintendent, the Superintendent may be retained for a term of three (3) to five (5) years, and the Assistant Superintendent may be retained for a term of three (3) to five (5) years or for a term extending through the term of the Superintendent.</u></p> <p><u>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.</u></p> <p><u>During the final year of the term of office, the Board may notify the Superintendent or Assistant Superintendent that it plans to seek applications for the position from other qualified candidates. Such notification shall be given by the Board at least 150 days prior to the end of the term if applicable.</u></p> <p><u>Recruitment and Assessment of Candidates</u></p> <p>The Board shall actively seek the best qualified and most capable candidate for the position of Superintendent. It may be aided in this task by:</p> <ol style="list-style-type: none"> 1. a committee of Board members and/or community representatives, 2. the services of professional consultants and/or, 3. the counsel of the retiring Superintendent. <p>The Board shall seek applicants for the position of Assistant Superintendent by nomination of the Superintendent and by the same process used to determine the selection of the Superintendent.</p> |
| <p>3. Guidelines</p> <p>42 U.S.C. Sec. 12101 et seq Pol. 104</p> <p>SC 1002, 1003, 1078 Title 22 Sec. 49.41, 49.42</p> | <p><u>Recruitment</u></p> <p>Recruitment procedures shall be prepared in advance of the search and may include the following:</p> <ol style="list-style-type: none"> 1. Preparation of a job description for the position, written in accordance with requirements of federal and state laws and regulations. 2. Preparation of written job qualifications, in accordance with applicable state requirements, for all applicants. 3. Preparation of informative material describing the school district and its educational goals. 4. Solicitation of applications from a geographical area large enough to ensure a |

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| <p>20 U.S.C. Sec. 1681 et seq 42 U.S.C. Sec. 2000e et seq Pol. 104</p> | <p>range of backgrounds and experience.</p> <p>5. Opportunity for applicants to visit the schools of the school district, <u>meet with internal staff and external stakeholders</u> at the Board's invitation.</p> <p>6. Recruitment, <u>screening</u> and evaluation of candidates <u>shall be conducted</u> in accordance with Board policy, <u>Board established leadership criteria</u> and state and federal law.</p> <p>A screening process shall be established that ensures the Board has an opportunity to interview a sufficient number of finalist candidates so that an appropriate range of choices is available for final selection.</p> <p>The Board shall determine prior to interviewing finalists which expenses associated with such interviews will be borne by the school district.</p> <p><u>Any candidate's willful misstatement of fact material to qualifications for employment or determination of salary shall constitute grounds for dismissal by the Board.</u></p> |
| <p>SC 111.1</p> | <p><u>Pre-Employment Requirements</u></p> <p>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.</p> |
| <p>SC 111 Title 22 Sec. 8.1 et seq 23 Pa. C.S.A. Sec.6344 et seq</p> | <p>No candidate shall be employed until such candidate has complied with the mandatory background check requirements for criminal history, child abuse and FBI fingerprints and the school district has evaluated the results of that screening process.</p> |
| <p>SC 111, 111.1</p> | <p>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.</p> <p>No person shall be employed as Superintendent or Assistant Superintendent unless s/he has signed an employment contract or has been employed by Board resolution, either of which may include:</p> |

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| <p>SC 1073, 1076</p> | <ol style="list-style-type: none"> 1. Term for which employment is contracted, including beginning and ending dates. 2. Salary contracted and the intervals at which it will be paid. 3. Benefits to which the employee is entitled. 4. Statement of the procedure to be followed and the consequences of termination or modification of the employment agreement. 5. Procedures for resolving misunderstandings or disagreements. 6. Statement of mutually agreeable evaluation procedures. |
| <p>SC 1004</p> | <p>Before entering the duties of the office, the Superintendent or Assistant Superintendent shall take and subscribe to the oath of office prescribed by statute.</p> |
| <p>Title 28 Sec. 23.43, 23.45 42 U.S.C. Sec. 12101 et seq</p> | <p>After receiving an offer of employment but prior to beginning employment, the candidate shall undergo a medical examination, at Board expense as required by law.</p> <p>Any candidate's willful misstatement of fact material to qualifications for employment or determination of salary shall constitute grounds for dismissal by the Board.</p> <p>The school district shall submit a New Hire Report for each employee required to be reported by law.</p> |
| <p>42 U.S.C. Sec. 653a</p> | <p><u>Employment Contracts</u></p> <p><u>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:</u></p> <ol style="list-style-type: none"> <u>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.</u> <u>2. Consistent with state certification requirements, specify the duties, responsibilities, job description and performance expectations, including performance standards and assessments as required by law.</u> <u>3. Incorporate all provisions relating to compensation and benefits to be paid to or on behalf of the Superintendent or Assistant Superintendent.</u> |

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- 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 extend automatically as required by law.
- 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.
- 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.

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.

- 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:

- 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

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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.

References:

School Code – 24 P.S. Sec. 108, 111, 111.1, 508, 1001, 1002, 1003, 1004, ,1007, 1008, 1071, 1072, 1073, 1073.1, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 14182107

State Board of Education Regulations – 22 PA Code Sec. 8.1 et seq., 49.41, 49.42, 49.171, 49.172

State Department of Health Regulations – 28 PA Code Sec. 23.43, 23.44, 23.45

2 Pa. C.S.A. 551 et seq.

Educator Discipline Act – 24 P.S. Sec. 2070.2

Criminal History Record Information Act – 18 Pa. C.S.A. Sec. 9125

Child Protective Services Law – 23 Pa. C.S.A. Sec. 6301, 6344 et seq.

Federal Anti-Discrimination and Civil Rights Laws – 20 U.S.C. Sec. 1681 et seq. (Title IX) 42 U.S.C. Sec. 2000e et seq. (Title VII)

Americans With Disabilities Act – 42 U.S.C. Sec. 12101 et seq.

Board Policy – ~~003,~~ 104, 312, 314