

THE SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY

ADMINISTRATION
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Employment of Chief
School Administrator
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1220 EMPLOYMENT OF CHIEF SCHOOL ADMINISTRATOR

The Board of Education vests the primary responsibility for the administration of this district in a Superintendent of Schools and recognizes that 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 of Education and the right to speak on 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.

Optional

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

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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 ~~shall be prepared in advance of the search and shall include~~, may include, but are not ~~be~~-limited to, the following activities:

1. The preparation of a new or a review of an existing written job description;
2. Preparation of informative material describing ~~this~~ the school district and its educational goals and objectives;
3. Where feasible, the opportunity for applicants to visit the district;
4. 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 they can offer to the district. The Board will create a plan that allows the Board to assess the amount of effort that will be expended in the search, the phases of the search, and how much Board involvement will occur in each phase. ~~The requirement that each serious candidate for the position be interviewed by Board members in a format that encourages the candidate to express an educational philosophy;~~
5. Solicitation of applications from a wide geographical area with preference for leadership experience in New Jersey; ~~and~~ reflecting the diverse nature of the student body and the district's commitment to equity and integration; and
6. Strict compliance with law and Policy No. 1530 on equal employment opportunity; and-
7. Vetting candidates via a social media background check.

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Qualifications

The ~~Superintendent of Schools~~ 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 accordance with ~~law~~ 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 his/her administrative performance.~~

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~~The Superintendent of Schools shall meet the criteria established at the time of the search.
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Employment Contract

A person appointed ~~as Superintendent of Schools~~ must enter ~~execute~~ an employment contract with the Board. 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 ~~of Education~~ pursuant to the procedures set forth in N.J.A.C. 6A-3.

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 that there is a Superintendent vacancy at the expiration of the existing contract, only the Board seated at the time during which the new superintendent's term will begin ~~of the expiration of the current Superintendent's contract~~ may appoint and approve ~~an~~ the employment contract ~~for~~ of the ~~next new~~ Superintendent.

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In the event there is a Superintendent vacancy prior to the expiration of the existing contract, only 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 his/her employment contract will include a term of not less than three nor more than five years and expiring July 1; a for which employment is contracted, stating beginning and ending dates; the salary to be paid and; the benefits to be received; and 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 as established in the contract agreed to between the Board and the Superintendent.~~

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During the term of the contract, the Superintendent ~~may~~ shall not be dismissed or reduced in compensation except for inefficiency, incapacity, conduct unbecoming a Superintendent, or other ~~only for~~ just cause and only 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 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 his/her employment shall cease at the expiration of that term. In the event the Board notifies the Superintendent 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.

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Pursuant to N.J.S.A. 18A:20.2a, the Board shall submit to the Commissioner for prior approval an early termination of employment agreement that includes the payment of compensation as a condition of separation. In accordance with N.J.S.A. 18A:17-20.2a, compensation includes, but is not limited to, salary, allowances, bonuses and stipends, payments 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 shall be limited in its terms and conditions as outlined in N.J.A.C. 6A:23A-3.2. The Commissioner shall evaluate 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 has the authority to disapprove the agreement. 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

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

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

~~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~~

Cross References: 1210, 1230, 1530, 1620

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First Reading: ~~September 21, 2009~~ June 22, 2020

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~~Adopted: October 19, 2009~~ Latest Adoption: