

Book	Policy Manual
Section	300 Employees
Title	Employment of Superintendent/Assistant Superintendent
Code	302
Status	Draft

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 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 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.[4][6]

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.[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 not longer than one (1) year from the time of appointment.[7]

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 and/or the services of professional consultants.

When undertaking a search to fill the position of Superintendent or Assistant Superintendent, recruitment procedures shall be prepared and 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.[8]
2. Preparation of written qualifications, in addition to applicable state requirements, for all applicants.[9][10][11][12][13]

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

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.[14]

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.[15][16]

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.[16]

Before entering the duties of the office, the Superintendent or Assistant Superintendent shall take and subscribe to the oath of office prescribed by law.[17]

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. [18]

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.[19][20][21][22][23]
3. Incorporate all provisions relating to compensation and benefits to be paid to or on behalf of the Superintendent or Assistant Superintendent.[6][24]

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.[\[4\]](#)
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.[\[25\]](#)[\[26\]](#)
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.[\[27\]](#)[\[28\]](#)

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.

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. 1076](#)

[6. 24 P.S. 1077](#)

[7. 24 P.S. 1079](#)

[8. Pol. 104](#)

[9. 22 PA Code 49.41](#)

[10. 22 PA Code 49.42](#)
[11. 24 P.S. 1002](#)
[12. 24 P.S. 1003](#)
[13. 24 P.S. 1078](#)
[14. 24 P.S. 111.1](#)
[15. 23 Pa. C.S.A. 6344](#)
[16. 24 P.S. 111](#)
[17. 24 P.S. 1004](#)
[18. Pol. 314](#)
[19. 24 P.S. 1073.1](#)
[20. 24 P.S. 1081](#)
[21. 24 P.S. 1082](#)
[22. Pol. 003](#)
[23. Pol. 312](#)
[24. 24 P.S. 1075](#)
[25. 24 P.S. 1007](#)
[26. 24 P.S. 1008](#)
[27. 2 Pa. C.S.A. 551 et seq](#)
[28. 24 P.S. 1080](#)
[24 P.S. 108](#)
[24 P.S. 1418](#)
[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](#)
[28 PA Code 23.43](#)
[28 PA Code 23.44](#)
[28 PA Code 23.45](#)
[42 U.S.C. 12101 et seq](#)