

# FERNDALE AREA SCHOOL DISTRICT

SECTION: EMPLOYEES

TITLE: EMPLOYMENT OF  
SUPERINTENDENT

ADOPTED: MARCH 21, 2007

REVISED: MARCH 18, 2015

<p>1. Purpose SC 1001</p> <p>2. Authority SC 508, 1071, 1073</p> <p>SC 1073, 1077</p> <p>SC 1079</p> <p>3. Guidelines</p>	<p style="text-align: center;">302. EMPLOYMENT OF SUPERINTENDENT</p> <p>The Board places the primary responsibility and authority for the administration of <b>the</b> district in the Superintendent. Therefore, selection of a Superintendent is critical to the effective leadership and management of the district.</p> <p><b>During the last year of the Superintendent’s term or any other time</b> the position of Superintendent becomes vacant, the Board shall <b>meet to appoint</b>, by a majority vote of all members of the Board, <b>a properly qualified district Superintendent. The appointed Superintendent shall enter into a written contract with the Board for a term of up to five (5) years.</b></p> <p><b>At a regular Board meeting occurring at least 150 days 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 up to five (5) years or that other candidates will be considered for the office. If the Board fails to take such action, the current Superintendent shall continue in office for a term equal in length to that which she/he is currently serving.</b></p> <p><b>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.</b></p> <p><b><u>Recruitment and Assessment of Candidates</u></b></p> <p>The Board shall actively seek candidates <b>who meet the qualifications</b> and requirements for the position of Superintendent. It may be aided in this task by</p> <ol style="list-style-type: none"> <li>a. a committee of Board members</li> <li>b. and/or the services of professional consultants</li> <li>c. <b>the counsel of the retiring Superintendent.</b></li> </ol>
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<p>Pol. 104</p> <p>SC 1002, 1003, 1078 Title 22 Sec. 49.41, 49.42</p>	<p><b>When undertaking a search to fill the position of Superintendent recruitment</b> procedures shall be prepared and may include the following:</p> <ol style="list-style-type: none"> <li>1. Preparation of a job description for the position, written in accordance with the requirements of federal and state laws and regulations.</li> <li>2. Preparation of written qualifications, in addition to applicable state requirements, for all applicants.</li> <li>3. Preparation of informative materials describing the school district, <b>the Superintendent position</b>, and <b>the district's</b> educational goals.</li> <li>4. Opportunity for <b>selected</b> applicants to visit the district schools, <b>meet with internal staff and external stakeholders</b> at the Board's invitation.</li> </ol>
<p>Pol. 104</p>	<ol style="list-style-type: none"> <li>5. Recruitment, <b>screening</b> and evaluation of candidates <b>shall be conducted</b> in accordance with Board policy, <b>Board established leadership criteria</b> and state and federal law.</li> </ol>
	<p>A candidate's misstatement of fact material to qualifications for employment or determination of salary shall constitute grounds for dismissal by the Board.</p>
	<p><b><u>Pre-Employment Requirements</u></b></p>
<p>SC 111.1</p>	<p><b>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.</b></p>
<p>SC 111 23 Pa. C.S.A. Sec. 6344</p>	<p>A candidate shall <b>not</b> be employed until <b>the individual</b> 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.</p>
<p>SC 111, 111.1</p>	<p><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 subsequent to initially submitting the form. Failure to accurately report such arrests and convictions may subject the individual to</b></p>

	<p><b>denial of employment, termination if already hired, and/or criminal prosecution.</b></p> <p>SC 1004 Before entering the duties of the office, the Superintendent shall take and subscribe to the oath of office prescribed by <b>law</b>.</p> <p>Pol. 314 After receiving a <b>conditional</b> offer of employment but prior to beginning employment, the candidate shall undergo medical examinations, as required by law.</p> <p><b><u>Employment Contracts</u></b></p> <p>SC 1073 An individual shall <b>not be</b> employed as Superintendent unless she/he has signed an employment contract <b>expressly stating the terms and conditions of employment. The written contract shall:</b></p> <ol style="list-style-type: none"> <li>1. <b>Contain the mutual and complete agreement between the Superintendent and the Board with respect to the terms and conditions of employment.</b></li> <li>2. <b>Consistent with state certification requirements, specify the duties, responsibilities, job description and performance expectations, including performance standards and assessments as required by law.</b></li> <li>3. <b>Incorporate all provisions relating to compensation and benefits to be paid to or on behalf of the Superintendent.</b></li> <li>4. <b>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 renew automatically as required by law.</b></li> <li>5. <b>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.</b></li> <li>6. <b>Contain provisions relating to outside work that may be performed, if any.</b></li> <li>7. <b>State that any modification to the contract must be in writing.</b></li> <li>8. <b>State that the contract shall be governed by the laws of the Commonwealth.</b></li> <li>9. <b>Limit compensation for unused sick leave in employment contracts for Superintendents who have no prior experience as a district superintendent to the maximum compensation for unused sick leave under the school</b></li> </ol> <p>SC 1073.1, 1081, 1082 Pol. 003, 312</p> <p>SC 1075, 1077</p> <p>SC 1073</p> <p>SC 1007, 1008</p>
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<p>SC 1080 2 Pa. C.S.A. Sec. 551 et seq</p> <p>SC 1073</p>	<p><b>district’s administrative compensation plan in effect at the time of the contract.</b></p> <p><b>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.</b></p> <p><b>11. Specify postretirement benefits and the period of time in which the benefits shall be provided.</b></p> <p><b><u>Removal/Severance</u></b></p> <p><b>A 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.</b></p> <p><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:</b></p> <ol style="list-style-type: none"> <li><b>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</b></li> <li><b>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.</b></li> </ol> <p><b>References:</b></p> <p><b>School Code – 24 P.S. Sec. 108, 111, 111.1, 508, 1001, 1002, 1003, 1004, 1007, 1008, 1071, 1073, 1073.1, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1418</b></p> <p><b>State Board of Education Regulations – 22 PA Code Sec. 8.1 et seq., 49.41, 49.42, 49.171, 49.172</b></p> <p><b>State Department of Health Regulations – 28 PA Code Sec. 23.43, 23.44, 23.45</b></p> <p><b>Local Agency Law – 2 Pa. C.S.A. Sec. 551 et seq.</b></p> <p><b>Criminal History Record Information Act – 18 Pa. C.S.A. Sec. 9125</b></p> <p><b>Child Protective Services Law – 23 Pa. C.S.A. Sec. 6301 et seq.</b></p> <p><b>Americans With Disabilities Act – 42 U.S.C. Sec. 12101 et seq.</b></p> <p><b>Board Policy – 003, 104, 312, 314</b></p>
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