

SUPERINTENDENT

Conflict of Interest

School Board Members must avoid any conflict of interest when dealing with the Superintendent. Any Board Member who has an immediate relative – grandparent, parent, spouse or civil union partner, child, grandchild or sibling, whether by blood or marriage – employed by the District may not participate in the search, selection or vote for a new Superintendent. Such Board Members are also prohibited from participating in or voting on evaluations, salary, and renewals or non-renewals of a contract.

Evaluation

The Board of Education, in compliance with state law, will evaluate the Superintendent at least annually. Every newly appointed or elected Board member shall complete the New Jersey School Boards Association's training program on evaluation of superintendents within the time allowed by law and the Ethics Commission.

The evaluation will consist of at least three parts.

- A. Progress towards district goals and objectives
- B. Demonstration of executive skills
- C. Board self-evaluation
- D. Board established GSA Goals for merit salary increases if appropriate

The purpose of the evaluation shall be:

- A. To promote professional excellence and improve the skills of the Superintendent;
- B. To improve the quality of the education received by the students served by the public schools of the District;
- C. To provide a basis for the review of the job performance of the Superintendent.
- D. To develop an effective working relationship between the Board of Education and the Superintendent.
- E. To improve communications between the Superintendent and the Board of Education.

The role and responsibility of the Board in this evaluation shall be:

- A. To review, revise and adopt procedures developed in consultation with the Superintendent for implementation of this policy;
- B. To determine whether the services of a qualified consultant will contribute substantially to the evaluation process, and to engage such a consultant if the Board deems it desirable;
- C. To hold an annual summary conference between a majority of the full membership of the Board and the Superintendent. This conference shall include a review of the Superintendent's performance in terms of his/her job description;

SUPERINTENDENT (continued)**Evaluation (continued)**

- D. To adopt an individual plan for professional growth and development of the Superintendent based in part upon any needs identified in the evaluation. This plan shall reflect contributions by both the Board and the Superintendent;
- E. To adopt, by July 1 subsequent to the annual summary conference, an annual written performance report, approved by a majority of the full membership of the Board. This report shall include:
 - 1. Performance areas of strength including evaluation of merit goals for additional salary increases where appropriate;
 - 2. Performance areas needing improvement based upon the job description and evaluation criteria;
 - 3. A summary of available indicators of student progress and growth and a statement of how these available indicators relate to the effectiveness of the overall program and the performance of the Superintendent;
 - 4. Recommendations for professional growth and development;
- F. To provide the Superintendent, within 10 working days after the completion of the report, the opportunity to enter additional performance data which has not been included in the report prepared by the Board of Education
- G. To establish an evaluation calendar to include dates for the distribution and collection of evaluation forms, the provision of the Superintendent's self evaluation on Progress Towards District Goals, the development of Board consensus and annual summary conference.

The role and responsibility of the Superintendent shall be to provide information and suggestions for procedures for:

- A. Revision and update of the job description and evaluation criteria, based upon the District's local goals, program objectives, policies, instructional priorities, state goals, statutory requirements, and the functions, duties and responsibilities of the Superintendent. The evaluation criteria shall include but not be limited to available indicators of student progress;
- B. Specification of methods of data collection and reporting appropriate to the job description;
- C. Updating the design of evaluation instruments suited to reviewing the Superintendent's performance based upon the job description;
- D. Provision of requested and appropriate information to allow proper consideration of all the items to be included in the subsequent written performance report;
- E. The option to provide performance data not contained in the evaluation after the Board's adoption of the annual written performance report.

The policy shall be delivered to the Superintendent upon adoption. Amendments to the policy shall be distributed within 10 working days after adoption.

Professional Development

The Superintendent shall complete training on school ethics, school law and school governance as part of his/her required professional development.

SUPERINTENDENT (continued)Professional Development (continued)

Additional specifics on professional development are found in policy 4131/4131.1 Staff Development; Inservice Education/Visitations/Conferences.

Contract

The Superintendent's contract shall be for no less than 3 years and no more than 5 years ending on July 1.

At the conclusion of the term of the initial contract or of any subsequent contract, the Superintendent shall be deemed reappointed for another contracted term of the same duration and terms as the previous contract unless:

- A. The Board by contract reappoints him/her for a different term of 3 to 5 years which may or may not contain different terms.
- B. The Board notifies the Superintendent in writing that he/she will not be reappointed at the end of the current term and that his/her employment shall cease at the expiration of the contract.
- C. Notification of non-reappointment must be given prior to the expiration of the current contract and must be equal to 30 days for each year of the term of the current contract unless current contract specifies a longer notification period.

The Executive County Superintendent must review and approve all superintendents' contracts including

- A. New contracts,
- B. Contracts that replace existing contracts,
- C. Renegotiations, extension, amendments or other alterations of the terms of existing contracts that have been previously reviewed by the Executive County Superintendent,
- D. Provisions for contract extensions where such terms were not included in the original employment contract or are different from the provisions contained in the original approved contract.

The contract review and approval must take place prior to any required public notice and hearing. The Board shall provide the Executive County Superintendent with a detailed statement setting forth the total cost of the contract for each applicable year, including salary, longevity (if applicable), benefits and all other emoluments.

The review shall ensure comparability of salary, benefits and other emoluments to contracts of similarly credentialed and experienced administrators in similar districts within the region. In addition the review shall require that the contract must:

- A. Comply with all statutory requirements relating to travel reimbursement.
- B. Not include provisions providing for reimbursement or payment of employee contributions that are required either by law or by a contract with other teaching staff members.
- C. Provide payment upon separation from service that is not excessive and does not exceed the lesser of:
 1. The remaining salary due under the contract, or
 2. The three months pay for every year remaining on the contract (not to exceed 12 months) with proration for partial years.

SUPERINTENDENT (continued)**Contract (continued)**

- D. Allow payment for unused sick leave that does not exceed statutory limit of \$15,000.00, is paid on retirement only and is not paid to an individual's estate or beneficiaries.
- E. Permit payment, at time of separation, for unused vacation time only for vacation accrued in the current or immediately previous year unless that vacation time has been accrued prior to 2007.
- F. Include calculation of per diem for 12 month employees based on a 260 day work year.
- G. Not include a bonus except where payment is contingent upon achievement of measurable specific performance objectives.
- H. Not provide payment at the time of separation or retirement for work not performed.
- I. Not include any monthly allowance except for a reasonable car allowance which cannot exceed the average monthly miles traveled for business purposes multiplied by the NJOMB allowable mileage reimbursement.
- J. Not exceed the state mandated salary amounts.

In order to renegotiate, extend, amend or otherwise alters the terms of the superintendent's contract, the Board must:

- A. Provide notice to the public at least 30 days prior to any scheduled action;
- B. Hold a public hearing on the proposed contract and not take action until the hearing has been held;
- C. Provide the public with at least 10 days notice of the public hearing.

The requirement for a public hearing does not apply to new contracts, including contracts that replace expired contracts for existing employees.

Legal References:

NOTE: These legal references pertain primarily to the superintendent's employment and evaluation. Many specific responsibilities are assigned by other statutes and code regulations.

<u>N.J.S.A.</u> 18A:4-15	General rule-making power
<u>N.J.S.A.</u> 18A:6-10 through -17	Dismissal and reduction in compensation of persons under tenure in public school system ...
<u>N.J.S.A.</u> 18A:7 <i>et seq.</i>	County Superintendents
<u>N.J.S.A.</u> 18A:12-21 <i>et seq.</i>	School Ethics Act
<u>N.J.S.A.</u> 18A:17-15 through -21	Appointment of superintendents; terms; apportionment of expense ...
<u>N.J.S.A.</u> 18A:17-20	Tenured and non-tenured superintendents; general powers and duties
<u>N.J.S.A.</u> 18A:17-24	Clerks in superintendent's office
<u>N.J.S.A.</u> 18A:17-24.1	Sharing of personnel by school boards
<u>N.J.S.A.</u> 18A:27-4.1	Appointment, transfer, removal or renewal of officers and employees; exceptions
<u>N.J.S.A.</u> 18A:28-3 through -6.1	No tenure for noncitizens ...
<u>N.J.S.A.</u> 18A:29-14	Withholding increments; causes; notice of appeals

SUPERINTENDENT (continued)

Legal References: (continued)

<u>N.J.S.A.</u> 18A:-30.5	Payment for accumulated sick leave
<u>N.J.S.A.</u> 18A:30-9	Payment for accumulated vacation leave
<u>N.J.S.A.</u> 40:8A-1 <u>et seq.</u>	Interlocal Services Act
<u>N.J.A.C.</u> 6A:9-12	Requirements for Administrative Certification
<u>N.J.A.C.</u> 23A:-3.1	Review of contracts for superintendents, assistant superintendents and business administrators
<u>N.J.A.C.</u> 6A:28-1.1 <u>et seq.</u>	School Ethics Commission
<u>N.J.A.C.</u> 6A:30-1.1 <u>et seq.</u>	Evaluation of the Performance of School Districts
<u>N.J.A.C.</u> 6A:32-4.1 <u>et seq.</u>	Employment and Supervision of Teaching Staff
<u>See particularly:</u>	
<u>N.J.A.C.</u> 6A:32-4.3	Evaluation of tenured and nontenured superintendent
<u>N.J.A.C.</u> 6A:32-4.4	Evaluation of tenured teaching staff members
<u>N.J.A.C.</u> 6A:32-4.5	Evaluation of nontenured teaching staff members
P.L. 2007, c53	School district Accountability
8 <u>U.S.C.</u> 1101 <u>et seq.</u> -	Immigration and Nationality Act

Cross References:

*2000/2010	Concepts and roles in administration; goals and objectives
*2121	Line of responsibility
*4111	Recruitment, selection and hiring
*4211	Recruitment, selection and hiring
*9000	Role of the Board
*9270	Conflict of Interest
*9400	Board self-evaluation

*Indicates policy is included in the Critical Policy Reference Manual.

Key Words

Superintendent Evaluation, Superintendent Job Description, CSA, Superintendent, Evaluation

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