

**1220 EMPLOYMENT OF**  
**CHIEF SCHOOL ADMINISTRATOR**

The Board of Education vests the primary responsibility for the administration of this school district in a Superintendent of Schools and recognizes 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.

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

**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 may include, but are not 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 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 he/she can offer to the district;
5. Strict compliance with law and Policy 1530 on equal employment opportunity.

## Qualifications

The Superintendent must possess or be eligible to receive a valid New Jersey administrative certificate endorsed for school administrator in accordance with law and must qualify for employment following a criminal history record check.

The Board of Education believes that the Superintendent, as the Chief Educational Officer of the school district should have a demonstrated record of accurate judgment of the aspirations of the community for its schools, the strengths and limitations of staff, assessment of educational abilities of students, and the resources available to carry out the educational program. The Superintendent should have a comprehensive understanding of the educational system and its major administrative functions, i.e. educational program, logistical support, personnel, planning, and external relations. The Superintendent should have an excellent record of decision making ability in each of these administrative functions and the leadership skills to supervise effectively decision implementing activities.

The Superintendent is responsible to the Board for the development and maintenance of an effective system of education as measured by the achievement of the objectives of the schools.

### Attributes desired:

- A proven educational leader who is able to establish high expectations for students and staff and motivate all concerned to meet these expectations and is dedicated to providing programs to meet the unique needs of each student.
- An excellent communicator who effectively utilizes oral, written and listening skills to seek input from the district's various constituencies and clearly articulates decisions, needs and programs to these constituencies.
- A proactive administrator who has a collaborative decision making style, delegates effectively and has demonstrated the ability to utilize skills in organization and management, conflict resolution and problem avoidance/solving in a school district similar in complexity to the Westfield Public School District.
- A creative planner who is able to work with staff and community in developing a vision for the district and has a proven record in being able to implement it.
- An individual with awareness of the role of technology in both instructional and managerial settings.

- Someone who understands the needs and dynamics of diversity and multicultural settings.
- A fiscal manager who keeps the Board and community aware of fiscal needs and priorities, astutely utilizes limited resources and represents the needs of the district to the legislature and other appropriate groups/agencies.

A candidate for the Superintendency with the above qualifications should be an educator with advanced training in educational management, preferably a doctorate, and at least five years of administrative and teaching experience in public schools.

The Board will undertake a nationwide search for applicants for the position of Superintendent of Schools when that position becomes, or is expected to become, vacant. The services of consultants may be engaged to assist in screening candidates to be interviewed by the Board.

The Board shall be advised of the names of all applicants who are employees of the district. Such applications shall be processed similarly to other applications.

#### Employment Contract

A person appointed Superintendent must enter into 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 pursuant to the procedures set forth in N.J.A.C. 6A:3.

The employment contract with the Superintendent must be approved by a recorded roll call vote of the majority of the full membership of the Board at a public Board meeting.

In the event there is a Superintendent vacancy at the expiration of the existing contract, only the Board seated at the time of the expiration of the current Superintendent's contract may appoint and approve an employment contract for the next Superintendent.

In the event there is a Superintendent vacancy prior to the expiration of the existing contract, the Board seated at the time the position becomes vacant may appoint and approve an employment contract for the next Superintendent.

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The Superintendent does not acquire statutory tenure, but holds contractual tenure during the term of his/her employment contract. The contract for the Superintendent will include: a term of not less than three nor more than five years and expiring July 1; a beginning and ending date; the salary to be paid and benefits to be received; 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 agreed to between the Board and the Superintendent.

During the term of the contract, the Superintendent shall neither be dismissed nor reduced in compensation except for inefficiency, incapacity, conduct unbecoming a Superintendent, or other 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.

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.

#### Physical Examination

A person appointed as Superintendent must meet the requirements for physical examination set forth in Policy 3160.

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**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

Cross reference: Policy Guide No. 1230

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