

WEST ORANGE BOARD OF EDUCATION
Special Meeting - 7:00 p.m. – July 10, 2019
West Orange High School
51 Conforti Avenue

Agenda

- I. ROLL CALL OF THE MEMBERS AND PLEDGE OF ALLEGIANCE**
- II. NOTICE OF MEETING: Please take notice that adequate notice of this meeting has been provided in the following manner:**
 - A. That a written notice was sent from the Office of the Secretary of the Board at 4:00 p.m. on July 1, 2019.
 - B. That said notice was sent by regular mail to the West Orange Township Clerk and the Editors of the West Orange Chronicle and the Star-Ledger.
 - C. That said notice was posted in the lobby of the Administration Building of the Board of Education.
- III. PETITIONS AND HEARINGS OF CITIZENS**
- IV. REPORTS, DISCUSSIONS, AND RECOMMENDATIONS**
 - A. PERSONNEL**
 - 1. Resolution to approve contract for Superintendent of Schools: (Att. #1)**

RESOLVED, that the Board approve a contract of employment for Dr. J. Scott Cascone, commencing July 11, 2019 through June 30, 2023, which has been reviewed and approved by the County Executive Superintendent on July 3, 2019, in accordance with N.J.S.A. 18A:7-8(j) and in compliance with the standards adopted by the Commissioner of Education at N.J.A.C. 6A:23A-3.1.
- V. ADJOURNMENT**

CONTRACT OF EMPLOYMENT

This Agreement, made this ___th day of June 2019, between the West Orange Board of Education in Essex County (hereinafter "the Board") with offices located at 179 Eagle Rock Avenue West Orange, New Jersey 07052 and Dr. J. Scott Cascone (hereinafter "the Superintendent").

PREAMBLE

WITNESSETH:

THIS EMPLOYMENT CONTRACT replaces and supersedes all prior Employment Contracts between the parties hereto. Signature of this Contract constitutes assent to a rescission of any and all prior contracts, as well as agreement to the terms herein;

WHEREAS, the Board desires to employ the Superintendent as the Chief Education Officer of the school district; and,

WHEREAS, the Board desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Board believes generally improves the quality of its overall educational program; and,

WHEREAS, the Board and the Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools; and,

WHEREAS, the Superintendent is the holder of an appropriate certificate as prescribed by the State Board of Education and as required by N.J.S.A. 18A:17-17.

NOW, THEREFORE, in consideration of the following mutual promises and obligations, the parties agree as follows:

ARTICLE I

EMPLOYMENT: The Board hereby agrees to employ J. Scott Cascone as Superintendent of Schools for the period of July 11, 2019 (or as soon thereafter as he can be released from his current employment) through 11:59 p.m. June 30, 2023. The parties acknowledge that this Contract must be approved by the Essex County Executive County Superintendent in accordance with applicable laws and regulations.

ARTICLE II

CERTIFICATION: The parties acknowledge that the Superintendent currently possesses the appropriate New Jersey administrative certification and school administrator endorsement (attached as Exhibit A).

If, at any time during the term of this Contract, the Superintendent's certification(s) is revoked, this Contract shall be null and void as of the date of the revocation. The Superintendent will

provide official course transcripts for all earned post-secondary degrees to the Board of Education. These transcripts will be kept on file in the Board office. (Attached as Exhibit B.)

ARTICLE III

DUTIES: In consideration of the employment, salary and fringe benefits established hereby, the Superintendent hereby agrees to the following:

- A. To perform faithfully the duties of Superintendent of Schools for the Board and to serve as the chief school administrator in accordance with the laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing Board policies and those, which are adopted by the Board in the future. The specific job description adopted by the Board, applicable to the position of Superintendent of Schools, is incorporated by reference into this Contract, (attached as Exhibit C).
- B. To devote the Superintendent's full time, skills, labor, and attention to this employment during the term of this Contract; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without written permission of the Board. Should the Superintendent choose to engage in such outside activities on weekends, on his vacation time, or at other times when he is not required to be present in the district, he shall retain any honoraria paid. The Superintendent shall notify the Board President in the event he is going to be away from the district on district business for two (2) or more days in any week through its personnel office.
- C. Any time away from the district that is not for district business must be arranged in accordance with provisions in this Contract governing time off. The Board recognizes that the demands of the Superintendent's position require his to work long and irregular hours, and occasionally may require that he attend to district business outside of the district.
- D. To assume the responsibilities for the selection, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable Board policies and directives. The Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with N.J.S.A. 18A:27-4.1.
- E. To non-renew personnel pursuant to N.J.S.A. 18A:27-4.1, and to provide a written statement of reasons for non-renewal upon proper request to the employee.
- F. To study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, shall refer to him. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out his duties.
- G. To assume responsibility for the administration of the affairs of the school district, including but not limited to programs, personnel, fiscal operations, and instructional programs. All duties and responsibilities therein will be performed and discharged by the Superintendent, or by staff, at the Superintendent's direction.
- H. To have a seat on the Board and have the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Superintendent shall attend all regular and special meetings of the Board, (except where a Rice notice has been served upon the Superintendent notifying him that his employment will be discussed in closed session,

and the Superintendent had not requested that the meeting be conducted in public, or where the Superintendent has a conflict of interest), and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the school district.

- I. To suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well being of the school district.
- J. To perform all duties incident to the Office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Superintendent shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations.

ARTICLE IV

SALARY AND BENEFITS:

- A. Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract, but it shall not be deemed that the Board and the Superintendent have entered into a new employment contract.

1. Salary. The Board shall provide the following salary as part of the Superintendent's compensation:

a. Salary. The Board shall pay the Superintendent an annual salary of One Hundred Ninety Thousand Six Hundred Twenty Five dollars (\$190,625.00) for each of the years of this agreement, which includes a Five Thousand Dollar (\$5,000.00) additional high school salary increment pursuant to N.J.A.C. 6A:23A-3.1(e)(2) (the 2019-2020 salary shall be pro-rated based on the official start date for the 2019-2020 school year. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified administrators.

b. The Superintendent's salary for any term of this Contract shall not be reduced during the term of this agreement except in accordance with N.J.S.A. 18A:17-20.2.

2. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight July 1, 2023 (the final day of this Contract) unless the parties have agreed to a contract extension and that extension has been approved by the Essex County Executive County Superintendent. The terms of the extension will govern all increases to take effect after July 1, 2023. Any renewal, extension, or modification of this Contract shall comply with the notice provisions of P.L.2007, c. 53, The School District Accountability Act and N.J.A.C. 6A:23A-3.1, et seq.

- B. Sick leave. The Superintendent shall receive twelve sick days annually. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. Upon retirement and notice to the Board, unused sick days will be reimbursed, at the rate of

1/260 of the Superintendent's then-existing annual salary up to a maximum of \$15,000.00. Reimbursement for sick days shall be consistent with the law in effect at the time this Contract is signed. Such compensation shall be payable only at the time of retirement from a state or locally administered retirement system, and shall be based on accrued but unused sick leave credited on the date of retirement. Accumulated unused sick leave compensation shall not be paid to the Superintendent's estate or beneficiaries in the event of death prior to retirement.

1. The Board shall provide the Superintendent with an initial sick leave bank of Twenty-four (24) days. The Superintendent shall be permitted to utilize the days in the bank only after he has exhausted any earned sick leave. The number of days in the sick leave bank shall be reduced annually by the number of accumulated but unused days remaining at the end of each school year. Any sick leave days remaining in the initial sick leave bank shall not be eligible for reimbursement upon retirement.

C. Professional Development and Membership.

1. The Superintendent shall be entitled to membership, at the Board's expense for professional dues in the following professional associations: NJASA, AASA, and the Essex County Administrators Association and/or other organizations deemed important by the Superintendent and the Board within the limit set in the annual budget, not to exceed \$3,000.00.
2. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences and similar expenses which he may incur while discharging the duties of Superintendent in accordance with P.L. 2007, c. 53, the School District Accountability Act and affiliated regulations. (N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7, et seq.). Such reimbursement shall comply with all applicable provisions of state and federal statutory and regulatory provisions and guidance, including OMB circulars and with board policy, and shall not exceed \$1500.00 annually.
3. The Superintendent shall be entitled to attend the annual NJSBA/NJASA/NJASBO Workshop and Convention and the annual conference of the NJASA. Reimbursement or payment for such expenses shall be made in accordance with P.L. 2007, c. 53, the School District Accountability Act and affiliated regulations, OMB circulars and Board policies which amount shall not exceed \$2,000.00 annually.
4. The Superintendent shall attend the School Administrator's Residency Program/New Superintendents' Academy (SARP) at district expense. Reimbursement or payment for such expenses shall be made in accordance with P.L. 2007, c. 53, the School District Accountability Act and affiliated regulations, OMB circulars and Board policies which amount shall not exceed \$2,000.00 annually.

- D. Professional Publications. The Superintendent may subscribe to appropriate educational and/or professional publications within the limit set by the annual school budget.

E. Health Benefits:

1. The Board shall provide the Superintendent with individual or family health benefits coverage provided by the Board to its professional administrative staff. This coverage shall include Medical, Prescription, and Dental. The Superintendent shall pay the premium costs for all such coverages at the Tier IV rates set forth in Chapter 78, P.L. 2011 and implementing regulations. Such limitation shall in no way link this Contract with any agreement collectively negotiated with district employees. The premium shall be paid by the Superintendent through payroll deductions.

F. Vacation Leave:

1. The Superintendent shall be entitled to an annual vacation of Twenty-Two (22) working days per year. All of the vacation days shall be available for the Superintendent's use on July 1st of each year of the Contract. During the first year of employment (2019-2020 school year), the Superintendent can only take up to five (5) vacation days during July and August, 2019, with prior notice to the Board President.
2. The Superintendent shall take his vacation time after giving the Board President reasonable notice. School vacations do not constitute time off for the Superintendent, unless he uses his leave time. The Superintendent may take vacation days during the school year, upon notice to the Board President. The Superintendent is expected to attend to the business of the district as required for the smooth and efficient operation of the school district. The Superintendent shall document the use of accrued vacation days with the Personnel Director.
3. The Board encourages the Superintendent to take his full vacation allotment each year; however, not more than five (5) vacation days may be carried over by the Superintendent from school year to school year. All days carried over must be used in the next year, or those days not taken will be forfeited. In the event of retirement, all unused vacation days shall be paid at the Superintendent's per diem rate (1/260) up to a maximum of 27 (22 + 5).
4. In the event that the Superintendent's Contract is terminated prior to its expiration, unused vacation time shall be paid on a pro-rated. In the event this Contract is not renewed, earned but unused vacation time will be paid at the Superintendent's daily rate of pay, based upon a 260-day work year, following his last day of employment. However, at the Board's discretion, should termination or non-renewal occur, the Board reserves the right to require the Superintendent to use his full vacation entitlement.

G. Holiday Leave. The Superintendent shall be entitled to eighteen (18) holidays granted to other administrators in the district.

F. Personal Leave. The Superintendent shall be entitled to three (3) personal days, to attend to personal business during the school day, with full pay during the work year. Personal days may be taken during the school year with prior notice to the Board President. As much

advance notice as possible will be given. Personal day usage shall be reflected on time-off slips filed with the Board Secretary. Personal days are non-cumulative and non-reimbursable.

- G. Mileage Reimbursement. The Superintendent shall be paid a reimbursement for use of his vehicle in performance of his duties, upon submission of a voucher. Reimbursement shall be at the rate prescribed by OMB.
- H. Equipment. The Superintendent shall, at his option, be provided a cell phone or paid a reasonable allowance of \$50.00 per month as reimbursement for use of his cell phone in performance of his duties. The Superintendent shall be entitled to a new computer and tablet that shall remain the property of the West Orange Board of Education. Such equipment shall be compliant with district telecommunications and other platforms to insure efficiencies.
- I. Attendance Record. The Superintendent shall be responsible for filing a time-off slip, in advance of the time off, as set forth herein, or immediately upon his return to the district in the event of an unplanned absence, with the Board Secretary [or with the designated staff member in charge of maintaining district attendance records] each time any leave is taken. The Superintendent and Board President shall periodically review the Superintendent's attendance record to assure correctness.
- J. Professional Liability. The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and/or employee of the Board, provided the incident, which is the subject of any such demand, claim, suit, action or legal proceeding, arose while the Superintendent was acting within the scope of his employment. If, in the good faith opinion of the Superintendent, a conflict exists in regard to the defense of any claim, demand or action brought against him, and the position of the Board in relation thereto, the Superintendent may engage his own legal counsel, in which event the Board shall indemnify the Superintendent for the costs of his legal defense. The Board further agrees to cover the Superintendent under the Board's liability insurance policies, including employment practices liability coverage, in the minimum amount of \$1 million.

ARTICLE V

ANNUAL EVALUATION

- A. The Board shall evaluate the performance of the Superintendent at least once a year in accordance with statutes, regulations and Board policy relating to Superintendent Evaluation. Each annual evaluation shall be in writing and shall represent a majority of the Board. A copy of the evaluation shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The Board may meet in closed session to discuss the evaluation and the Superintendent's performance where a Rice notice has been served upon the Superintendent, giving notice that the Superintendent's employment will be discussed in closed session, and the Superintendent has not requested that the meeting be conducted in public. The evaluations shall be based upon the criteria adopted by the Board, the goals and objectives of the district, which shall include encouragement of student achievement, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent, the district's placement on the NJQSAC continuum (with respect to those DPRs that are within the Superintendent's control), and such other criteria as the State Board of Education shall by regulation prescribe. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, and in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include specific recommendations for improvement in all instances where the Board deems performance to be unsatisfactory. The Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the Superintendent's personnel file upon the Superintendent's request. On or before June 1st of each year of this Employment Contract, the Superintendent and the Board shall meet to review the evaluation format and to mutually determine the evaluation format to be used in the subsequent school year.

The final draft of the annual evaluation shall be adopted by the Board by June 30 of each year of this Contract. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.

- B. Within sixty (60) days of the execution of this Employment Contract, the parties shall meet to establish the district's goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated, as hereinafter provided. On, or prior to, June 1 of each succeeding school year, the parties will meet to establish the district's goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described.
- C. The parties also agree that the Board shall not hold any discussions regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance. In addition, the Board shall not hold any discussions with regard to the Superintendent's performance, or that may adversely affect the Superintendent's employment, in public session, unless the Superintendent requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

ARTICLE VI

TERMINATION OF EMPLOYMENT CONTRACT

- A. This Contract shall terminate, the Superintendent's employment will cease, and no compensation shall thereafter be paid, under any one of the following circumstances:
1. failure to possess/obtain proper certification;
 2. revocation or suspension of the Superintendent's certificate, in which case this contract shall be null and void as of the date of revocation, as required by N.J.S.A. 18A:17- 15.1;
 3. forfeiture under N.J.S.A. 2C: 51-2;
 4. mutual agreement of the parties;
 5. notification in writing by the Board to the Superintendent, at least ninety (90) calendar days prior to the expiration of this Contract, of the Board's intent not to renew this Contract; or
 6. misrepresentation of employment history, educational credentials, professional credentials, or criminal background.
- B. In the event the Superintendent is arrested and charged with a criminal offense, which could result in forfeiture under N.J.S.A. 2C: 51-2, the Board reserves the right to suspend him pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment, unless the Board certifies contractual tenure charges.
- C. Nothing in this Contract shall affect the Board's rights with regard to suspension under N.J.S.A. 18A:6-8.3 and applicable case law.
- D. The Superintendent may terminate this Employment Contract upon at least ninety (90) calendar days' written notice to the Board, filed with the Board Secretary, of his intention to resign.
- E. The Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by paragraphs B. and C., supra, and N.J.S.A. 18A:17-20.2, provided, however, that the Board shall have the authority to relieve the Superintendent of the performance of his duties in accordance with N.J.S.A. 18A:27-9, so long as it continues to pay his salary and benefits for the duration of the term. The parties understand that any early termination must comply with the provisions of P.L. 2007, c. 53, the School District Accountability Act.
- F. In the event the parties agree to terminate this Contract prior to its expiration date, in accordance with N.J.S.A. 18A:17-20.2a and N.J.A.C. 6A:23A-3.2, and to relieve the Superintendent from the actual performance of his duties, upon the approval of the

Commissioner of Education, the Board shall compensate the Superintendent for either three (3) months' salary times the number of years remaining on this Contract or the remaining salary due to completion of this Contract, not to exceed twelve (12) months, minus compensation from any and all other employment. It is understood that the Superintendent must make a good faith effort to find employment elsewhere as soon as possible and prior to the expiration date of the within Contract. The salary received by the Superintendent in any such employment shall be deducted from the payments made to the Superintendent by the Board.

ARTICLE VII

RENEWAL - NON RENEWAL

Upon consent of the parties and prior approval of the Executive County Superintendent, this Employment Contract shall automatically renew for a term of three (4) calendar years, expiring July 1, 2027 unless either of the following occurs:

- A. the Board by contract reappoints the Superintendent for a different term allowable by law;
- B. the Board notifies the Superintendent in writing, prior to March 1, 2023, that he will not be reappointed at the end of the current term, in which case his employment as Superintendent shall cease upon the expiration of this Contract; or
- C. in accordance with such laws and regulation that would require nullification of this Contract.

ARTICLE VIII

COMPLETE AGREEMENT

This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

ARTICLE IX

SAVINGS CLAUSE

If, during the term of this Contract, it is found that a specific clause of the Contract is illegal under federal or state law, the remainder of the Employment Contract is not affected by such a ruling and shall remain in full force.

ARTICLE X

RELEASE OF PERSONNEL INFORMATION PERSONNEL RECORDS

The Superintendent shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. He shall be entitled to have a representative accompany him during such review. At least once every year, the Superintendent shall have the right to indicate those documents and/or other materials in his file that he believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board, such documents identified by him shall be destroyed.

No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in his personnel file unless he has had an opportunity to review the material. The Superintendent shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Superintendent shall also have the right to submit a written answer to such material.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Employment Contract effective on the day and year first above written.

SUPERINTENDENT _____ Date: _____
Dr. J. Scott Cascone

WITNESS: _____

BOARD OF EDUCATION OF THE WEST ORANGE SCHOOL DISTRICT

PRESIDENT _____ Date: _____
Ken Alper

WITNESS: _____

WARNING: THIS DOCUMENT CONTAINS MULTIPLE SECURITY FEATURES INCLUDING A CHAIN-LINK WATERMARK.

State of New Jersey

Department of Education
State Board of Examiners

Cert# 843753

Tr# 206826

Standard Certificate

This is to certify that

Issued Expires
01/12

County District
00 0000

JOHN S CASCONE

Has met all of the requirements established by the State Board of Education and is authorized to serve in the public schools of New Jersey as indicated below:

School Administrator

Christopher D. Cerf
Acting Commissioner

Robert R. Higgins
Secretary, Board of Examiners

**The Public Schools
West Orange, New Jersey**

I. Title of Position **Superintendent of Schools**

II. Qualifications:

1. Valid New Jersey School Administrator Certificate or eligibility.
2. Central Office, school administration and teaching experience as determined by the Board.
3. Demonstrated success with curriculum, personnel management, school finance and strategic planning.
4. Strong leadership and communication skills.
5. Required criminal history background check and proof of U.S. citizenship or legal resident alien status.

III. Organizational Responsibilities:

Reports to: **Board of Education**

Supervises: **Every district employee**

IV. Job Goal:

To inspire, lead, guide, and direct every member of the administrative, instructional, and support services staff in setting and achieving the highest standard of excellence, so that each student enrolled in the district may be provided with an appropriate and effective education.

SCOPE OF

RESPONSIBILITY: Leadership and management responsibilities of the Superintendent shall extend to all activities of the district, to all phases of the educational program, to all aspects of the financial operation, to all parts of the physical plant, and to the conduct of such other duties as may be assigned by the Board. The Superintendent may delegate these duties together with appropriate authority, but may not delegate nor relinquish ultimate responsibility for results or any portion of accountability.

V. Performance Responsibilities:

A. Instructional Leadership

1. Ensures that a system of thorough and efficient education, as defined in state law and code is available to all students.
2. Ensures that the goals of the school system are reflected in its educational program and operations.
3. Provides for the timely completion of annual district and school-level reporting and planning requirements including school report cards, pupil performance objectives, and a quality assurance report to the public.
4. Reviews with staff all curriculum guides and courses of study annually in accordance with a Board adopted evaluation schedule. Recommends, for Board adoption, curricula, courses, textbooks and time schedules.
5. Ensures implementation and evaluation of all Board-approved written curriculums for all subjects and inclusion of mandated programs and State core curriculum content standards.
6. Provides for curriculum articulation among grades and schools in the district and between/among constituent districts in a regional school system or sending-receiving agreement.
7. Encourages staffs to develop programs, services and projects that reflect instructional diversity, alternatives and flexibility, while assuring an articulated, consistent education for all students.
8. Ensures the effectiveness of the instructional program by measuring student achievement against State and local standards. Initiates program changes as necessary.
9. Develops guidelines and direction for monitoring the effectiveness of existing and new programs.
10. Seeks out available sources for grant funding to support programs and projects.
11. Keeps professionally current and informed on research-based educational practices.
12. Reports to the Board of Education regarding educational programs and facilities of the district.

B. Personnel Administration:

1. Mentors staff and demands high performance. Implements sound personnel practices.
2. Directs and supervises the administrative staff and through them all district staff.

3. Develops recruitment and retention procedures to assure well-qualified applicants for professional and nonprofessional positions. Participates in final candidate interviews, as appropriate, and recommends appointment, transfer, renewal, suspension and dismissal of all certified and non-certified staff to the Board.
4. Ensures that all staff is observed and evaluated annually in accordance with law and established procedures. Recommends certified and non-certified employees for contract renewal and/or tenure appointment.
5. Provides direction and serves as a resource for management representatives in negotiating with employee bargaining units. Supervises administration of collective bargaining agreements.
6. Recommends and implements the district's professional development plan.
7. Ensures that all teaching staff members fulfill continuing professional development and receive in-service training required by State/federal laws. Assumes responsibility for the maintenance of appropriate documentation in a central file and timely submission of all required reports.

C. Financial Management:

1. Ensures that the budget implements the district's goals.
2. Ensures implementation of Board financial policies and district procedures. Provides direction to and supervision of school business functions. Encourages development and implementation of sound business practices.
3. Initiates and supervises development of the annual budget, providing opportunity for staff input. Recommends budget and budget priorities for Board approval and communicates the educational and monetary impact of the budget to the community.
4. Ensures that the district develops and implements a multi-year (3-5 years) comprehensive maintenance plan.
5. Oversees school facility management to provide safe, efficient and attractive buildings, with strong emphasis on preventative maintenance and custodial care. Ensures annual inspections of each school building for adherence to health and safety codes.
6. Continually assesses business management practices to achieve efficiency.
7. Ensures funds are spent prudently by providing adequate control and accounting of the district's financial and physical resources.

D. Student Services:

1. Ensures that a system of free appropriate special education and/or related services is available to all pupils with educational disabilities.
2. Develops and oversees the delivery of the district's intervention and referral services for pupils who are experiencing difficulties in their classes and who have not been classified as in need of special education.
3. Develops, in consultation with the school physician, a plan for the provision of school nursing services to be adopted by the Board.
4. Confers annually with the administrator of each nonpublic school located in the district to plan for nursing services that which may be made available pursuant to law and submits an annual written report to the county superintendent.
5. Develops and implements policies and procedures related to missing children and the reporting of allegations of child abuse and neglect.
6. Implements a Board-approved program of guidance and counseling services.
7. Ensures access to public education for homeless students in accordance with State and federal law and administrative code.

E. School/Community Relations:

1. Promotes community support of the schools. Interprets district programs and services, reports plans, events and activities of interest, and solicits community opinions regarding school and education issues.
2. Presents the district's quality assurance report annually to the community at a regular Board of Education meeting by October 30 and submits a copy to the county superintendent by November 15.
3. Two times each school year between September 1 and January 1 and between January 1 and June 30, the Chief School Administrator will report to the Board of Education at a public hearing all acts of violence, vandalism, and harassment, intimidation, or bullying (HIB) which occurred during the previous reporting period. The report shall include the number of HIB reports in the schools, the status of all investigations, the nature of the HIB, and other data required by law.
4. Identifies available community resources and linkages to social service agencies that support education and healthy child development.
5. Develops strategies to promote parental involvement in their children's education and provides opportunities for parent-teacher interaction.

6. Maintains contact and good relations with local media.
7. Ensures that district interests will be represented in meetings and activities of municipal and other governmental agencies.
8. Represents the school system and its interests in community organizations, activities and projects.

F. Superintendent-Board Responsibilities:

1. Provides leadership in the implementation of the district's vision, mission, and goals.
2. Serves as a non-voting member of the Board of Education and a non-voting *ex-officio* member of all committees created by the Board, to participate in discussions and serve as a resource. The CSA will not count toward the quorum of the committee.
3. Prepares and recommends short- and long-range plans for Board approval and implements those plans when approved.
4. Attends all regular and special meetings of the Board, and participates in a professional leadership role. Designates an administrative staff member to serve in his/her absence, when appropriate.
5. Knows Board policy and respects the policymaking authority and responsibility of the Board.
6. Recommends drafts of new policies or changes to the Board. Establishes guidelines and processes for monitoring implementation of Board policies.
7. Collects adequate and reliable information before making recommendations and decisions.
8. Prepares, in conjunction with the Board president, agenda recommendations relative to all matters requiring Board action, including all facts, information, options and reports needed to assure informed decisions. Provides advice and counsel to the Board on matters before it.
9. Provides a communication system to keep the Board informed of district issues and critical information needed for decision-making.
10. Anticipates potential problems. Recommends policies or courses of staff action.
11. Keeps the Board informed regarding development in other districts or at state and national levels that would be helpful to the district.
12. Ensures that all local, state/federal standards for the health and safety of students and staff are maintained and that required reports are maintained.

13. Fulfills all statutory obligations and implements the education law of the State of New Jersey and the administrative code of the New Jersey Department of Education.
14. Advises the Board of its responsibilities under the School Code of Ethics Act. Ensures the adoption of policies and procedures regarding required training for Board members and the annual distribution, public discussion, and documentation of the Act and the Code of Ethics for School Board Members

Policy Development

1. As Chief School Executive, carries out the policies of the Board, exhibiting common sense in the implementation of policy and the interpretation of policy language.
2. Advises the Board of the need for new, revised or deleted policies and prepares policy drafts for Board approval.
3. Supervises the effective implementation of all constitutional or statutory laws, State regulations, and Board policies.
4. Makes such rules, procedures/guidelines and forms and give such instructions to school employees and students as may be necessary to implement Board policy.
5. Supervises the efficient maintenance and dissemination of all Board of Education policy documents.
6. Acts on own discretion if action is necessary in any matter not covered by Board policy, reports such action to the Board as soon as practicable and prepares draft policy for review, modifications if necessary, and adoption by the Board.

Terms of Employment:

Twelve months

Appointed for a period of 3-5 years. Serves in accordance with the terms of the contract between the Board and the Superintendent.

Salary to be determined by the Board, with approval by the Executive County Superintendent consistent with NJDOE regulations.

Annual Evaluation:

Performance of this job will be evaluated annually by July 1 in accordance with NJ State law and the provisions of the Board's policy on evaluation of the Superintendent.

Board Approved Date: 6/21/2010

Revised: 4/28/2014