

Preface to review of Union County, NJ school superintendent contracts
by The Westfield Leader, www.goleader.com/features
This document has been updated from original dated 2008jun09:

[Link to folder of all Docs \[](#)
[received to date](#)

08jun13 - NJSA references added□

08jun13 - Westfield Association of Administrators and Supervisors received, see docs□

08jun11 - Word from state on OPRA request is "please be patient." - They are past due on the 7 days stipulated by law.□

08jun19 - Posted the 23 Union County School District Superintendent's contracts at www.goleader.com/features (follow link).□

08jun19 - Requested copy of Union County Superintendent of Schools, Carmen Centuolo contract.□

Request of Public□

Please assist us in reviewing these documents and provide your input as soon as possible to editor@goleader.com

June 9, 2008

Subject: Contract Review of Public School Administrators

Reference: <http://www.goleader.com/08jun05/08jun05.pdf#page=7>

Editor's Note: As urged by Mrs. Moore in her letter to the editor [June 5, 2008], and as urged by NJDOE Commissioner Lucille Davy (letter to the editor - June 5, 2008), we have submitted an Open Public Records Act (OPRA) request to Union County Superintendent of Schools Carmen Centuolo for email copies of all the county school district administrative contracts. As these were due to the county superintendent yesterday (Wednesday, June 4, 2008), we see no reason for a delay in our receiving the contracts such as to enable the start of our review, with perhaps a first in a series of articles next week (June 12, 2008).

As of June 9, 2008, one contract has been received (Westfield, hardcopy) which was hand-delivered to the newspaper by the school district. The county and state government have acknowledged our request for the documents but has not advised us when they will be provided. We have requested the documents in electronic form as ordered by NJDOE Commissioner Lucille Davy – however, agencies say they don't have them electronically; supposedly to be receiving them in hardcopy, upon which they are to advise the newspaper of the charge and time for copying and providing to us.

Attached are pdfs of the editorial page, a scanned copy of the OPRA request and the Westfield contract, OCR'd.

As other contracts are submitted, they will be posted on goleader.com for public review.

Horace Corbin
Publisher
press@goleader.com
(908) 232-4407

Submitted by The Westfield Leader on June 2, 2008

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OPRA **Open Public Records Act** **state of new jersey**

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State of New Jersey Government Records Request Form

Important Notice

The GRC site contains important information related to your rights to request government records. Please read it carefully. [Instructions](#) to complete the form are available.

At this time, not all State agencies are able to accept online requests. If the agency is not listed here, visit the [agency web sites](#) for instructions and forms.

Requestor Information

First Name	MI	Last Name	
Paul	J	Peyton	
Company			
Westfield Leader			
Mailing Address			
251 North Avenue, West			
City	State	ZIP	
Westfield	New Jersey	07090 - 1499	
Email			
editor@goleader.com			
Business Hours Telephone:	Area Code	Number	Extension
	908	232 - 4407	
Preferred Delivery:			
<input type="checkbox"/> Pick Up <input checked="" type="checkbox"/> US Mail <input type="checkbox"/> On Site Inspect			
Select One: Under penalty of N.J.S.A. 2C:28-3, I certify that I <input type="checkbox"/> Have Not <input type="checkbox"/> Have been convicted of any indictable offense under the laws of New Jersey, or any other state, or in United States.			
<input type="checkbox"/> Shaded Fields Are Required!			

Payment Information

Maximum Authorized Cost
\$ 200
Select Payment Method
<input type="radio"/> Cash <input checked="" type="radio"/> Check <input type="radio"/> Money Order
Fees:
Pages 1-10 @ \$0.75
Pages 11-20 @ \$0.50
Pages 21 - @ \$0.25
Delivery: Delivery / postage fees additional depending upon delivery type.
Extras: Extraordinary service fees dependent upon request.

Record Request Information: To expedite the request, be as specific as possible in describing the records being requested. Also, please include the type of access requested (copying, inspection, or examination); and if data, the medium requested.

Copies of all Superintendent of Schools contracts for Union County school districts per order of Commissioner Lucille Davy for review by Executive Superintendent of Schools. Per this order (your form does not list e-mail), we request these contracts be e-mailed to above e-mail address.

[privacy notice](#) | [legal statement](#)

From State website, June 10, 2008 by The Westfield Leader

N.J.S.A.

18A:1-1. Definitions

18A:1-1. As used in this title, unless the context requires another meaning, the following

words and phrases shall have the following meaning:

"Academic year" means the period between the time school opens in any school district or

under any board of education after the general summer vacation until the next succeeding

summer vacation;

"All purpose regional district" shall have the meaning assigned to it in subsection a. of

section 18A:13-2;

"Board" means the board of education;

"Commissioner" means the Commissioner of Education;

"County superintendent" means the County Superintendent of Schools;

"Department" means the State Department of Education;

"District" means a school district;

"Employee" includes the holder of any position or employment;

"Employment" includes employment in a position;

"Full membership" of any board or body means the number of members of the board or body when

all the members' seats are filled and a "majority of the full membership" of any board or

body means a majority of such number;

"Higher education" means that education which is provided by any or all of the public

institutions of higher education as herein defined and any or all equivalent private

institutions; "Limited purpose regional district" shall have the meaning assigned to it in

subsection b. of section 18A:13-2;

"Local school district" means any school district comprising within its territorial

boundaries the territory comprised in one or more municipalities, except a regional school

district;

"Private school" means a school, under college grade, which does not derive its support

entirely or in part from public funds;

"Public institution of higher education" shall have the meaning assigned to it in section

18A:62-1;

"Public school" means a school, under college grade, which derives its support entirely or

in part from public funds;

"Public school system" means the system of public schools of the State;

"Residence" means domicile, unless a temporary residence is indicated;

"School nurse" shall mean and include any school nurse, school nurse supervisor, head school

nurse, chief school nurse, school nurse coordinator or any other nurse performing school

nursing services in the public schools;

"State board" means the State Board of Education;

"Teaching staff member" means a member of the professional staff of any district or regional

board of education, or any board of education of a county vocational school, holding office,

position or employment of such character that the qualifications, for such office, position

or employment, require him to hold a valid and effective standard, provisional or emergency

certificate, appropriate to his office, position or employment, issued by the State Board of

Examiners and includes a school nurse and a school athletic trainer.

L.1967, c.271; amended 1994, c.48, s.34; 1999, c.87, s.1.

18A:2-1. Power to effectuate action

Whenever under any provision of this title the validity of the action of any person,

official, board or body is made dependent upon the approval or disapproval, consent or

refusal to consent or determination of, or is to be exercised pursuant to any rule to be

made by, any other person, official, board or body, the latter shall have power to approve

or disapprove, consent or refuse to consent, to make such determination or promulgate any

such rule, notwithstanding that such power is not specifically conferred thereby or by any

other provision of this title.

L.1967, c.271.

18A:2-2. Payment and disposition of fines imposed under this title

In every case of conviction or violation of any provision of this title, when a fine is

imposed, the defendant may pay the fine, together with the cost to the officer before whom

the conviction is had, and such officer shall receive the same and

unless otherwise provided

by this or any other law he shall remit the amount of the fine within 10 days thereafter to

the custodian of school moneys of the district where the offense was committed, for the use

of the public schools thereof.

L.1967, c.271.

18A:17-15.Appointment of superintendents; terms; apportionment of expense

18A:17-15. The board of education of a Type I district and of any Type II district, now

having or hereafter authorized to have a superintendent of schools, may, by contract

appoint, for a term of not less than three nor more than five years and expiring July 1, a

superintendent of schools by the recorded roll call majority vote of the full membership of

the board.

A superintendent of schools may be appointed for a like term also in any other Type II

district or in any other two or more Type II districts as follows:

Application for the establishment of the office of superintendent of schools for a district

or for two or more districts which determine to share a superintendent shall be made to the

county superintendent of the county or the county superintendent of each of the counties in

which such district or districts are situate and if said application is agreed to in writing

by such county superintendent or county superintendents and shall be approved by the

commissioner and the State board, the board of education of such a district so applying may

appoint a superintendent of schools for a single district in the manner hereinbefore

provided or may appoint a superintendent for two or more districts in the manner provided by

section 4 of P.L.1996, c.111 (C.18A:17-24.1).

L.1967, c.271; amended 1991, c.267, s.1; 1996, c.111, s.2.

18A:17-15.1 Required provision of superintendent's employment contract.

7.An employment contract entered into between a board of education and a superintendent of

schools shall include a provision that explicitly states that in the event that the

certificate of the superintendent is revoked the contract is null and void as of the date of

the revocation.

L.2007, c.53, s.7.

18A:17-16. Appointment and removal of assistant superintendents

18A:17-20.1. Reappointment of superintendent.

4. At the conclusion of the term of the initial contract or of any subsequent

contract as hereinafter provided, the superintendent shall be deemed reappointed for another

contracted term of the same duration as the previous contract unless either: a. the board by

contract reappoints him for a different term which term shall be not 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 b. at least one year prior to the

expiration of the first or any subsequent contract the board shall notify the superintendent

in writing that he will not be reappointed at the end of the current term, in which event

his employment shall cease at the expiration of that term.

L.1991,c.267,s.4.

18A:17-20.2. Dismissal of superintendent

5. During the term of any employment contract with the board, a superintendent shall

not be dismissed or reduced in compensation except for inefficiency, incapacity, or conduct

unbecoming a superintendent or other just cause and then only in the manner prescribed by

subarticle B of article 2 of chapter 6 of Title 18A of the New Jersey Statutes.

L.1991,c.267,s.5.

18A:17-20.2a Required actions relative to early termination of superintendent's employment

contract.

6. a. Prior to a board of education entering an agreement for an early termination of an

employment contract entered into with its superintendent of schools pursuant to the

provisions of N.J.S.18A:17-15, that includes the payment of compensation to the

superintendent as a condition of separation from service with the district, the board shall

submit the agreement to the Commissioner of Education for approval. The agreement shall be

submitted by certified mail, return receipt requested. The commissioner shall evaluate the

agreement and have the authority to disapprove the agreement if the payment of compensation

as a condition of separation from service is found to be excessive. The determination of

the commissioner shall be made within 30 days of receipt of the agreement.

As used in this subsection, "compensation" includes, but is not limited to, salary,

allowances, bonuses and stipends, payments for 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.

b. The Commissioner of Education shall adopt regulations in accordance with the

"Administrative Procedure Act," P.L.1968, c.410 (C.52:14B-1 et seq.), to establish the

allowable parameters of early termination agreements.

L.2007, c.53, s.6.

18A: 17-20.3 . Evaluation of superintendent's performance

6. a. Every local board of education having a superintendent shall evaluate the

performance of the superintendent at least once a year. Each evaluation shall be in

writing, a copy shall be provided to the superintendent and the superintendent and the board

shall meet to discuss the findings. The evaluations shall be based

upon the goals and

objectives of the district, the responsibilities of the superintendent and such other

criteria as the State Board of Education shall by regulation prescribe. Any contract

entered into pursuant to N.J.S.18A:17-15 shall provide for an evaluation pursuant to this

section and may provide for additional evaluation criteria or procedures which shall not be

inconsistent with the regulations of the State board.

b. The New Jersey School Boards Association shall establish a training program for

local school board members on the evaluation of superintendents pursuant to subsection a. of

this section. Every newly appointed or elected school board member shall complete the

training program within six months of commencement of his term of office.

L.1991,c.267,s.6.

18A:17-20.4. Tenure rights not affected

8. Nothing in this section or in this act shall affect any tenure rights which shall

have already accrued to any superintendent prior to the effective date of this amendatory

and supplementary act. A superintendent of schools promoted from within a district shall

retain all tenure rights accrued in any position which was previously held by the

superintendent in the district.

L.1991,c.267,s.8.

18A:17-20.5. Appointment of administrative principal

9. In any district not having a superintendent of schools, the board of education

shall appoint an administrative principal for the district. In a district having two or

more schools the board shall appoint the principal of one of those schools as administrative

principal, and in a district having only one school, the principal of that school shall be

so appointed. The appointment of an administrative principal shall be made by contract for

a term of not less than three nor more than five years and expiring July 1, by the recorded

roll call majority vote of the full membership of the board. Reappointment of the

administrative principal shall be governed by the same provisions as set forth in section 4

of P.L.1991, c.267 (C.18A:17-20.1) with respect to superintendents.

The administrative principal shall have all the powers, authority, privileges, rights

and duties set forth in N.J.S.18A:17-20 and sections 5 and 6 of P.L.1991, c.267 (C.18A:17-

20.2 and 18A: 17-20.3) with respect to superintendents.

No administrative principal hereafter appointed shall have tenure in any other position

in the district; but nothing in this section or in P.L.1991, c.267 (C.18A:17-20.1 et al.)

shall affect any tenure rights which shall have already accrued to any individual who was

appointed as or functioning as an administrative principal prior to the effective date of

P.L.1991, c.267 (C.18A:17-20.1 et al.).

L.1991,c.267,s.9. 08jun09-NJSA-excerpts.txt