### 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  $\square$ 

08jun13 - Westfield Association of Administrators and Supervisors received, see docs  $\square$ 

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

# *The Westfield Leader* – 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, 2000), 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

Thursday, June 5, 2008 Page 4

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A WATCHUNG COMMUNICATIONS, INC. PUBLICATION



# Will State Budget Process Be a **Slowdown, Letdown or Meltdown?**

Two years ago, a state government shut down occurred during a stalemate between lawmakers, Democrat infighting and Republican opposition, over the then proposed \$27.9 billion budget. The seven-day shutdown resulted in "non-essential" government workers being sent home. Atlantic City casinos, the state's lottery system and motor vehicle services offices were closed. The battle pitted Assembly Democrats, led by Speaker Joe Roberts (D-Camden), against Governor Jon Corzine's plan to raises the sales tax by 17 percent — from 6 to 7 percent of sales. Eventually, the sales tax hike was approved and was hailed as fixing the state's problems.

Here it is 2008, and the state still faces dismal financial numbers. More desperate taxing schemes have been proposed such as taxing drinking water, mortgaging the tolls and expanding lotteries. None of the basic ills have been corrected involving corruption, over-spending and abuse. Yes, spending cuts are being proposed, but not against the abuse, but for important social programs such as aid to hospitals and municipalities.

The Governor has said New Jersey is doing better on additional revenue from income tax returns. Yet municipalities, hospitals, universities and state employee unions are angry over funding cuts. Hospitals are closing.

Lawmakers are faced with angry towns, which want municipal aid fully restored. Hospitals are battling for more aid for charitable care. Schools and universities want more money.

How did we get in this mess? How will we get out of this mess? When will the Legislature actually start taking real action? Will the Legislature melt down again this month with nothing substantially achieved? Let's look at budget statements by our ex-Governors in previous years: Christine Todd Whitman said her Fiscal Year (FY) 2000 \$19.2 billion budget was "balanced, responsible and ambitious" and that her \$21.3 billion budget for FY 2001 was "balanced and responsible." And in the FY 2002 budget, she said, "This is a [\$23-billion] budget that will help us continue to make New Jersey a better place in which to live, work, and raise a family" once again calling it "balanced and responsible."

for the FY 2007 budget of \$33.5 billion as a "recurring structural budget crisis."

In terms of the FY 2009 budget still in the works, GOP leaders in New Jersey, including Senator Tom Kean, Jr. of Westfield, the senate minority leader for the Republicans, unveiled \$1.3 billion in state spending "savings" from Mr. Corzine's budget. Their "Common-Sense Plan for a More Affordable New Jersey" recommends changing tax rebates to direct credit on property tax bills or as income tax credits to save \$44 million, eliminating political appointees to save \$68.5 million, changing the state employee retirement age from 60 to 62 to save another \$85 million. They also want to cut three state holidays the federal workers do not get and to include a one-year cap on accrued vacation time.

However, they propose to restore \$375 million from proposed cuts in property tax rebate programs and \$150 million in municipal aid cuts.

In response, Senator Barbara Buono (LD-18, Edison), a Democrat, said the state must reduce spending \$1 billion from last year. She specifically wants to "impose accountability" over state contracts and wants to "rein in skyrocketing debt" by fixing the state's pension's system for future workers by "preserving pension" for long-time employees." But, while the Senator says this, her party is

supportive of issuing \$2.5 billion for more school construction projects despite the widely published scandals of the \$8 billion School Construction Corporation (SCC).

Senator Kip Bateman (LD-16, Somerville), a Republican, called the Governor's proposal "appalling."

It's hard to tell if all the factions are working together for the common good of the citizens. It's pretty obvious that the special interest groups and abusers are working hard for themselves. Each side of the aisle, GOP versus DEMs, are flooded with special interests such that it becomes difficult for the average Joe to tell the difference between a jackass and a pachyderm.

Letters to the Editor

# If Town is Losing Money on Parking **Enforcement, Do Away with It**

freely. When it comes to government

spending, we should be fiscally respon-

sible and look at it like a business. It is

your tax dollar that is being spent, and if

a program is losing money, frankly, "What

is going on?" It is time to either make

parking in the municipal lots free, or

make the enforcement more efficient. Is

empty and sitting on a waiting list to get

a spot, let our traffic enforcement spend

two weeks looking at the municipalities

that some of the cars license plates come

from. I will bet that there are numerous

cars that have plates that are not regis-

Are not the taxpayers of this town due

first spots on any waiting list, and should

not any car with a parking permit that is

not a plate with a Westfield address have

their permit revoked? I do not use the

commuter parking lot as I have the mis-

fortune of having to commute via car on

the Garden State Parkway. However, I do

know friends who have waited for that

The issue of open lunch for juniors and

seniors should also be addressed. Is it

wise to promote driving to school, so that

students can have access to their cars

during open lunch, when you are not even

providing a safe place for them to park

and be somewhat monitored? Litter from

fast food establishments left behind on

neighborhood streets is one big problem

When open lunch was first established,

students were allowed to park behind

WHS. Now they are not. Please create

two rows of additional parking in the back

lot of WHS as was proposed by the town

council early last year. Also, 40 spaces

could be added along Rahway Avenue, as was discussed by previous BOE mem-

It is my understanding that the town

council cannot act without the support

and cooperation of the BOE. This has

been a very frustrating issue for residents

and town council members alike. Please

add addressing the WHS student parking

this issue to your 2008-2009 school year

goals, which are posted on the BOE

website so that people know you are ac-

knowledging the situation and working

with the town council to solve it.

with the current open lunch policy.

**Brian Greenfield** 

Westfield

tered as Westfield residents.

elusive parking permit.

As far as our commuter lots being half

this an odd idea?

In response to all the letters regarding the parking situation in town, there is a very obvious solution - do away with metered parking in town. Why? I did not get my degree in economics, but it seems logical that any program that loses money should be done away with

Imagine running a municipal service in the black. Right now, according to our municipal officials, we are losing money on parking enforcement to the tune of \$200,000. It seems as if there is something very wrong here. Shouldn't the town consider making parking free? Other than the commuter lots (which I will address later in this letter) and getting rid of the enforcement officials and machines, which contribute to our costs, why should we lose money? I really see no sense in running a negative to the tune of \$200,000 as one of our councilman has discussed. If this were a private business venture that any of our elected officials were involved with, they would be looking to preserve their capital by cutting waste, which would save and possibly make money

When it comes to politics, everyone should be able to voice their opinions

# **BOE Lack of Action on High School Student Parking is Frustrating**

Superintendent Dolan and the Westfield B.O.E., is anything going to change by September 2008 with regards to the WHS student-parking situation? Another school year is coming to a close and nothing has been done. When will this situation be addressed?

Are you having discussions with the mayor and town council to address this issue? Ever since students were kicked out of the back parking lot of WHS, neighborhood streets have been left to become the parking lot for students. WHS staff took the former student spots and no new spots have been added. Please build some parking on WHS grounds to make up for the spaces lost due to the WHS building addition and for the additional staff that was hired.

How many students parked behind WHS before the addition was completed? This should give you an idea of how many spaces should be added.

Simply kicking the students out of the parking lot and pushing them into the street in order to solve the problem of providing parking for teachers and staff is shortsighted and inconsiderate. It shows a lack of concern for the residents around WHS, which never had a student-parking problem before, and also a lack of concern for the safety students.

### **Public Urged to Attend Muhlenberg** Hospital Hearing Set Today, June 5 The People's Organization for Progress service hospital.

bers.

For more information, call People's Organization for Progress at (908) 731-1518 or (973) 801-0001. Email joan.hervey@plainfieldareaequality.com or call (908) 222-3330. See the website PlainfieldAreaEquality.com.

bywords. As part of a transparency in

government effort, last year the Legisla-

ture enacted a law that requires school

districts to post key contract provisions

for their superintendents, assistant super-

intendents and business administrators

on their websites, and make the contracts

I, for one, support these measures be-

Thank you for your attention to this

Editor's Note: As urged by Mrs. Moore

in her letter above and as urged by NJDOE

Commissioner Lucille Davy (see letter

below), we have submitted an Open Pub-

lic 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 superin-

tendent yesterday (Wednesday), 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

cluding superintendents and other admin-

istrators, are negotiated by local school

boards in each district. State law requires

that key provisions in all contracts for

superintendents, assistant superintendents

and business administrators be posted on

the district's website if one exists, and

"Although the Department is under-

taking this review, community members

and taxpayers are encouraged to examine these contracts as well," Commissioner

While the Department has no legal

authority to order modifications to exist-

ing contracts, the data that is gathered will

be used to ensure that new regulations

adequately delineate acceptable standards

for all contracts now being reviewed under the CORE Reform Act, N.J.S.A.

**Deadlines** 

General News - Friday 4pm

Weekend Sports - Monday 12pm

Classifieds - Tuesday 12pm

Ad Reservation - Friday 4pm

Ad Submittal - Monday 12pm

To Reach Us

E-Mail - editor@goleader.com

Phone - (908) 232-4407

For more information, see

www.goleader.com/help

made available for public review.

Davy said.

18A:7-8

cause they help taxpayers evaluate how

available for public review.

their dollars are spent.

of articles next week.

request.



Below are four arcane words, each with four definitions - only one is correct. The others are made up. Are you sharp enough to discern this deception of diction?

If you can guess one correctly - good guess. If you get two – well-read indi-vidual. If you get three – word expert. If you get all four - You must have a lot of free time!

All words and correct definitions come from the board game Diction Deception.

Answers to last week's arcane words. 1. Zokor - A burrowing rodent that looks like a mole rat

2. Culpon – A shred or splinter

3. Teff – A grain plant of Abyssinia from which flour is made

4. Sarcoid - Like or consisting of flesh

TERGIVERSATE

1. To give a wavy form, margin, or surface

- 2. To desert a cause 3. To please, charm or delight
- 4. To flatten or squash SAPÎENT
- 1. Restless; nervous

2. Wise; knowing

- 3. Dewy; moist
- 4. Not subject to corruption

TEREBINTH 1. A translucent quartz of leek-green

color 2. A medieval catapult for hurling stones 3. A small European tree of the sumac

family. Turpentine tree.

4. A German helmet with a sharp metal spike

DEBULLITION 1. Boiling over

2. A persistent ringing sound in the inner ear

3. The shattering effect of a sudden burst of energy, as in an explosion 4. A pulling or plucking off



### **Remembering** a Marine, Brad Shuder

I wrote the following to the Marine's mom and dad, sending the photo from The Westfield Leader (Marine killed in Iraq, May 29, page 3). I am filled with respect and glad I wrote to them, so sad with her 'what ifs,' a lifetime lost in a country so far away.

'Rose, thank you. I wrote within my heart thinking too of my life from my 20s to today. It's the thought and memory of your son that was reminding me more deeply of my life and values, as shared actually age 69.

I have many memories of Camp Pendleton, his affiliation with First Marines, for I was in that regiment at a gentler period of time - Another week of ribbons yesterday. Your son filled my heart, the reading of your special service. My son just turned 40 in April, a daughter 42 in California, San Jose. My words will not fill your void. You must remember the life and memories you gave your son Brad your son and a brother to his

Yet, just one year later, Governor Jim McGreevey said his \$23.7-billion budget for FY 2003 was "intended to pull us out of a crisis and put our state on the right track" by closing a "\$5 billion shortfall."

In the FY 2006 budget detailed three years ago, Acting Governor Richard Codey said of the state's fiscal situation, "In this [\$28 billion] budget address, there's good news and there's bad news. The good news is we're not bankrupt. The bad news is, we're close."

Mr. Corzine described the state's finances in 2006

Since 2006, several lawmakers have retired to escape subpoenas and others are in jail - or soon to be there. As each layer of the onion is peeled open, the abuse becomes even more apparent. The witchhunt is now focusing on the contract abuses by superintendent of schools in Abbott districts. Will anything actually be done?

All the state's problems, your problems, our problems can't be solved in this one budget session. We're not sure the corner has been turned on the culture of corruption. We think and hope there is some progress, but...

There are just a couple of weeks for the state to put a budget together. Will this budget be a slowdown, letdown or meltdown?



### ----LD-21----

Sen. Thomas Kean, Jr. (R) 203 Elm Street Westfield, NJ 07090 (908)-232-3673 Asm. Jon Bramnick (R) 251 North Ave. West Westfield, NJ 07090 (908)-232-2073 Asm. Eric Munoz (R) 57 Union Place, Suite 310 Summit, NJ 07901 (908)-918-0414

---LD-22---Sen. Nicholas Scutari (D) 1514 E. Saint Georges Ave. Linden, NJ 07036 (908)-587-0404 Asw. Linda Stender (D) 1801 East Second St. Scotch Plains, NJ 07076 (908)-668-1900

Asm. Jerry Green (D)

(908)-561-5757

17 Watchung Ave. Plainfield, NJ 07060

Your State Legislators

LD-21 includes Westfield, Mountainside, Garwood, Summit and Cranford

LD-22 includes Scotch Plains, Fanwood, Plainfield, Clark and Linden.

# **E-mails**

senkean@njleg.org senscutari@njleg.org asmbramnick@njleg.org asmmunoz@njleg.org aswstender@njleg.org asmgreen@njleg.org

The organization also will be holding a demonstration at the high school at 4:30 p.m. and seeks public support to demand that Muhlenberg remain open as a full

urges the public to attend the hearing on

Thursday, June 5 at 6 p.m. at Plainfield

High School located at 950 Park Avenue

in Plainfield, NJ to stop the closing of

Muhlenberg Hospital.

# Leader/Times Should Publish **Teacher/Superintendent** Contracts

Very recently, The Star Ledger drew attention to one aspect of public school funding in New Jersey — payments to superintendents of schools. The latest flap is over severance pay for the superintendent of the Keansburg public schools in Monmouth County.

Superintendents have fixed-term contracts, and are not tenured. It would be a valuable public service for The Westfield Leader to do a piece on the financial aspects of the employment contracts of the superintendents of schools, and other top administrators, in Mountainside, Westfield, Scotch Plains, Cranford and Garwood.

To the extent that there has been recent turnover in a position — such as with the superintend in Westfield — informing the public of any severance and sick/ personal day reimbursement paid to outgoing administrators would also be of interest

The NJ Commissioner of Education [Lucille Davy] has urged executive county superintendents to gather information on the employment contracts of superintendents in their counties, and has encouraged the public to review them. "Transparency" and "accountability" are the

# Ed. Commissioner Requires County **Supers to Review District Contracts**

TRENTON - New Jersey Commissioner of Education Lucille Davy last Friday asked the 21 county superintendents to review the existing contracts of all district superintendents within their jurisdictions, particularly any provisions relating to excessive severance payments. "Our priorities in doing this work are

transparency and accountability," Ms. Davy said. "We understand that being a district

superintendent is not an easy job. The time demands are extensive and the various skills needed to perform the job well are complex. However, resources should be focused on classroom instruction and not on subsidizing golden parachutes for public employees," she said. The contracts will be reviewed against

a consistent set of criteria, which were to be provided to the county offices this week, and the results of the reviews will be reported directly to the Commissioner. Assistant Commissioner for Field Services William King e-mailed the county superintendents requesting that they ask all district superintendents to forward their contracts to their county offices by next Wednesday, June 4.

Commissioner Davy said she expected the focus of the review to be special severance packages and bonuses provided on retirement and termination. She said that payment for unused sick and vacation days for retiring superintendents was permissible under the law, but noted that excessive examples of these types of payments should be brought to her attention. Contracts for school employees, inJoan Hervey Plainfield

**Teresa Moore** 

Westfield

Mike Nemeth

Westfield

sister. His sister has a rich history to make life truly special. Thank you for your note and sharing.

George Rodgers Westfield

From Rose Shuder: Dear Mr. Rogers. Thank you for the material you mailed to us and for especially remembering our son this Memorial Day. It was heartwarming to know that he was honored for his service in such a special way. It is hard to believe that we lost Brad four years ago. It seems like yesterday.

We are at the point of wondering how would he look, would he have made the military his career as he was planning, would he be married, would he have children?

We thank you for your service to this country and for continuing to remember those that served and those that have made the ultimate sacrifice.

**Glenn and Rose Shuder** Parents of Lcpl Brad Shuder, KIA Iraq 4/12/2004

### Same Parking Problem,

#### **Different Generation**

Our parking needs have not changed much in the past 40 years.

But the Grant School Talent Show, of fond memory, and parent of the Washington School Show, had a solution we always loved:

If you want a parking space in downtown Westfield, buy a parked car. Also, most families had only one car,

so the wife drove her husband to the station in the morning and picked him up there when his train came in at night. Enjoy a little laugh.

> Ken MacRitchie and family Westfield

## How Far Would You Go To Stop A War?

On Wednesday, June 18 at 7 p.m., the Westfield Memorial Library presents some answers to that question with the showing of "The Camden 28," a documentary film about protests during the Vietnam War in Camden, NJ.

In the summer of 1971, protests against the Vietnam War were spreading across America. A group of 28 Camden activists, mostly conscientious objectors from the Catholic left, plan to break into a local draft board office and destroy records. But little do they know that a mole has infiltrated their operation, and within hours of beginning their mission, they are rounded up and arrested by the FBI, under the personal authority of J. Edgar Hoover.

Running 83 minutes, the film includes interviews and archival footage. This event is a collaboration with P.O.V., PBS's award-winning nonfiction film series.

For more information, see www.pbs.org/pov. The film is free and open to Westfield Library and MURAL cardholders. Please register at the desk or call (908) 789.4090 ext. 4140.

Founded in 1879, the Westfield Memorial Library strives to provide the Westfield community an environment that promotes a love of reading and ensures free access to ideas and information.

	Submitted by The Westfield Lead	ler on June 2, 2008	ļ
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08jun09-NJSA-excerpts.txt 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

Page 1

08jun09-NJSA-excerpts.txt 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 Page 2

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

08jun09-NJSA-excerpts.txt 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 Page 4

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  ${\bf 4}$ 

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.