

0149 RETIRING BOARD MEMBERS

Retiring members of the Board of Education shall be presented with an engraved plaque, bowl, or equivalent gift in recognition of their service to the community and the children of the school district. Retiring members **who have served at least one full 3 year term** shall ~~also~~ be permitted to present their children ~~or~~ and grandchildren their high school graduation diplomas **if within 10.5 years following the end of their service and** upon the prior consent of the Superintendent of Schools.

Adopted: 11 November 1974

Revised: 12 April 1982

11 February 1991

22 September 2022

Berkeley Heights Public School District

1220 EMPLOYMENT OF CHIEF SCHOOL ADMINISTRATOR (M)

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The Board of Education vests the primary responsibility for the administration of this school district in a Superintendent of Schools and recognizes the appointment of a person to that office is one of the most important functions this Board can perform. The Superintendent shall have a seat on the Board **employing the Superintendent of Education** and the right to speak on **all** matters at meetings of the Board (~~pursuant to N.J.S.A. 18A:17-20.a or N.J.S.A. 18A:17-20.b~~), but shall have no vote **pursuant to N.J.S.A. 18A:17-20.b**.

[Optional

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

Recruitment Procedures

The Board shall actively seek the best qualified and most capable candidate for the position of Superintendent. The Board may use a consultant service to assist in the recruitment process. Recruitment procedures may include, but are not limited to, the following activities:

1. The preparation of a new or a review of an existing written job description;
2. **The p**Preparation of informative material describing the ~~school~~ district and its educational goals and objectives;
3. ~~Where feasible~~, **T**he opportunity for applicants to visit the district, **where feasible**;
4. **An Establish-an** interview process that encourages the candidate and the Board members to have a meaningful discussion of the ~~school~~ district's needs and expectations. The Board members shall review and discuss the candidate's credentials, qualifications, educational philosophy, and other qualities and expertise **the candidate** ~~he/she~~ can offer to the district;
5. Solicitation of applications from a wide geographical area; and
6. Strict compliance with law and Policy 1530 on equal employment opportunity.

Qualifications

The candidate must possess or be eligible for a valid New Jersey administrative certificate endorsed for school administrator or a provisional school administrator's endorsement in accordance with [N.J.A.C. 6A:9B-12.4](#) *et seq.* and must qualify for employment following a criminal history record check.

The candidate shall meet **the qualification** criteria established by the Board **contained in the job description.**

Employment Contract

A person appointed Superintendent must enter **into** an employment contract with the Board.

An employment contract for the Superintendent of ~~Schools~~ shall be reviewed and approved by the Executive County Superintendent in accordance with the provisions of [N.J.A.C. 6A:23A-3.1](#) and Policy 1620. Any action(s) by the Executive County Superintendent undertaken pursuant to [N.J.A.C. 6A:23A-3.1](#) may be appealed to the Commissioner pursuant to the procedures set forth in [N.J.A.C. 6A:3](#) **pursuant to N.J.A.C. 6A:23A-3.1(f).**

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

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

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

The contract for the Superintendent who does not acquire tenure, but who holds tenure during the term of **the Superintendent's his/her** employment contract will include: a term of not less than three nor more than five years and expiring July 1; a beginning and ending date; the salary to be paid and benefits to be received; a provision for termination of the contract by the Superintendent; an evaluation process pursuant to [N.J.S.A. 18A:17-20.3](#); and other terms agreed to between the Board and the Superintendent.

During the term of the contract, the Superintendent shall 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**

N.J.S.A. 18A:6 Article 2 Subarticle B pursuant to N.J.S.A. 18A:17-20.2 by the Commissioner of Education pursuant to the tenure hearing laws.

At the conclusion of the term of the initial contract or of any subsequent contract, in accordance with [N.J.S.A. 18A:17-20.1](#), the Superintendent shall be deemed reappointed for another contracted term of the same duration as the previous contract unless either: the Board by contract reappoints the Superintendent for a different term which shall ~~be~~ not be less than three nor more than five years, in which event reappointments thereafter shall be deemed for the new term unless a different term is again specified; or the Board notifies the Superintendent in writing the Superintendent will not be reappointed at the end of the current term, in which event **the Superintendent's his/her** employment shall cease at the expiration of that term. In the event the Board notifies the Superintendent **they he/she** will not be reappointed, the notification shall be given prior to the expiration of the first or any subsequent contract by a length of time equal to thirty days for each year in the term of the current contract.

Pursuant to [N.J.S.A. 18A:17-20.2a](#), the Board shall submit to the Commissioner of Education for prior approval an early termination of employment agreement that includes the payment of compensation as a condition of separation. **As used in accordance with [N.J.S.A. 18A:17-20.2a](#)**, "compensation" includes, but is not limited to, salary, allowances, bonuses and stipends, payments ~~for of~~ accumulated sick or vacation leave, contributions toward the costs of health, dental, life, and other types of insurance, medical reimbursement plans, retirement plans, and any in-kind or other form of remuneration.

An early termination of an employment agreement **of the Superintendent** shall be limited in its terms and conditions as outlined in [N.J.A.C. 6A:23A-3.2](#). The Commissioner shall evaluate **the such** agreements in accordance with the provisions of [N.J.S.A. 18A:17-20.2a](#) and [N.J.A.C. 6A:23A-3.2](#) and **shall have has** the authority to disapprove the agreement **if the payment of compensation has a condition of separation from service is found to be excessive pursuant to N.J.S.A. 18A:17-20.2a**. The agreement shall be submitted to the Commissioner by the district by certified mail, return receipt requested. The determination shall be made within thirty days of the Commissioner's receipt of the agreement from the ~~school~~ district.

Disqualification

Any candidate's misstatement of fact material to qualifications for employment or the determination of salary will be considered by this Board to constitute grounds for dismissal.

Certificate Revocation

All Superintendent contracts shall include, pursuant to N.J.S.A. 18A:17-15.1, the required provision that states that the contract is null and

void in the event the Superintendent's certificate is revoked in accordance with N.J.A.C. 6A:23A-3.1(e)13.

~~In accordance with N.J.A.C. 6A:23A-3.1(e)(12), in the event the Superintendent's certificate is revoked, the Superintendent's contract is null and void.~~

[N.J.S.A. 18A:16-1](#); [18A:17-15](#); [18A:17-20](#); [18A:17-20.1](#); [18A:17-20.2](#); [18A:17-20.2a](#); [18A:17-20.3](#)

[N.J.A.C. 6A:9B-12.3](#); [6A:9B-12.4](#); [6A:23A-3.1](#); [6A:23A-3.2](#)

Adopted: 14 December 1964

Revised: 12 May 1980

11 February 1991

15 February 2001

19 November 2009

20 January 2022

Berkeley Heights Public School District

3324 RIGHT OF PRIVACY

The Board of Education will provide facilities and school district-owned property to assist teaching staff members in their job responsibilities or for the teaching staff members' convenience. These facilities or district-owned property may include, but are not limited to, an office, a storage closet, a filing cabinet, a locker, and/or a desk. The Principal or designee may provide a teaching staff member with exclusive use and access to such facilities or school district-owned property or may require the facility or school district-owned property be shared with other staff members. The teaching staff member may be provided a lock or key by the school district or may secure the facility or school district-owned property using their own locking device with permission from the Principal or designee.

Teaching staff members should be aware their expectation of privacy in these facilities and/or the school district-owned property provided by the Board of Education is reduced by virtue of actual office practices and procedures, for searches conducted pursuant to an investigation of work-related employee misconduct, or by school district policies or regulations. In addition, teaching staff members shall have a reduced expectation of privacy in these facilities and school district-owned property if there is reasonable suspicion the teaching staff member is violating a law or school policy. Teaching staff members shall be on notice this reduced expectation of privacy may result in such facilities and/or school district-owned property being searched without a search warrant. In order to avoid exposing personal belongings to such a search, teaching staff members are discouraged from storing personal papers and effects in these facilities or school district-owned property.

The Board prohibits any audio or video recording of a teaching staff member or student by any student; other school staff member; visitor; or any other person while a teaching staff member is performing their Board-assigned job responsibilities without the prior written approval of the teaching staff member's Principal or supervisor. In addition to protecting the privacy rights of all teaching staff members, such recordings may violate the privacy rights of students and teaching staff members and can be disruptive to the educational program. The teaching staff members' Principal or supervisor's prior approval for a person to make an audio or video recording of a teaching staff member or a school-sponsored activity is not required for a school-sponsored activity that is open to parents, family members, or other members of the public to attend. Such activities include, but are not limited to: curricular activities; co-curricular activities; athletic events; student programs; or any other school sponsored activity.

If there is a need to video or photograph a student led activity, the video or photograph must be recorded on a district issued device. No personal devices should be used to record students during the school day by district staff or students. It is the expectation that

district staff do not have student data or records of students on personal devices that leave the school building.

A person requesting prior approval to audio or video record a teaching staff member or student that is not permitted in accordance with the provisions of this Policy, must submit a written request to the Principal. The Principal will review the written request and provide the requester with a written decision. If a written approval is not provided by the Principal to the person submitting the request prior to the requested recording date or event, the request shall be deemed denied and the audio or video recording shall not be permitted.

Any person making an audio or video recording in violation of the provisions of this Policy shall be required to immediately cease making the recording to avoid violating the privacy rights of others. Any teaching staff member found to have violated the provisions of this Policy may be subject to discipline.

Adopted: 10 March 2022

Revised: 14 December 2023

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