Board/Superintendent Relations

2017-2018 School Board Academy
In cooperation with The Tennessee Department of Education
8:00 a.m.   Welcome and Overview
8:15 a.m.   Job Descriptions of Board Members/Superintendent
9:00 a.m.   Roles and Expectations of Superintendent/Board
10:00 a.m.  BREAK
10:15 a.m.  Superintendent Selection
11:30 a.m.  LUNCH
12:30 p.m.  Employment Contract
1:30 p.m.   Team Development
2:15 p.m.   BREAK
2:30 p.m.   Superintendent Performance Evaluation
3:15 p.m.   Code of Ethics
3:45 p.m.   Question and Answer
3:55 p.m.   Wrap-up and Evaluations
4:00 p.m.   Adjourn

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The Board Superintendent Team &
The Education Improvement Act of 1992 (EIA)

The relationship between and roles of school boards and superintendents have drastically changed since the passage of the Education Improvement Act of 1992 (EIA). Pre-EIA boards and superintendents functioned almost independently of one another and often in contrary directions. A majority of superintendents were still popularly elected and took the position they answered to the voters and not the boards of education. Board members, who still held control over budget, policy, and personnel decisions, would sometimes hold the director’s decisions “hostage” leading to political maneuvering and animosity. This arrangement was the antithesis of a successful team approach.


Pre-Legislation
The EIA brought consistency to the selection process and duties of local superintendents. The act devoted more language to the local superintendency than any other issue. Before the EIA, school systems used three methods to select superintendents:

- public selection through popular elections;
- county commission appointment; and
- local school board appointment.

The EIA designated local school boards as the sole authority in appointing a superintendent and vested power in the superintendent over all district personnel matters.

Legislation
Seventeen of the EIA’s 88 sections (19 percent) were devoted to transforming the role of the superintendent. Sections with language that related to the elimination of elected county superintendents constituted a small portion of the total superintendent-related parts. Nine sections were devoted to vesting more personnel power in local superintendents.

The EIA sought to consolidate accountability into a single person through implementation of a corporate model for school leadership. Supporters of superintendent appointment felt that school systems should have one person ultimately responsible for personnel decision-making. This person was to operate as a CEO, held accountable by a board for the staff he or she employed and for student performance.
Implementation
The change in selection method primarily affected county school districts. According to a Comptroller's Office of Education Accountability (OEA) survey of superintendents conducted in January 2003, all municipal and special school districts had appointed superintendents in 1992. Five county systems also appointed their superintendents before the EIA passed:

- Anderson County Schools
- Madison County Schools
- Metropolitan Nashville Public Schools
- McMinn County Schools
- Montgomery County Schools

All other county systems elected superintendents popularly or through the county commission. The law specified that all systems were to have superintendents appointed by local boards by the year 2000; therefore, 1996 was the last year superintendents could be elected.

Selecting and overseeing the system superintendent has become one of the most important duties of Tennessee school boards. Since passage of the EIA, local boards have employed a variety of methods to recruit candidates. According to survey responses, more than a quarter of Tennessee school boards (26.8 percent) have contracted with an outside agency or organization to recruit their superintendents.

The EIA removed the requirement for superintendents to reside in the districts they serve, which greatly increased the pool of qualified school leaders. However, a large majority of districts still hire from within. According to the OEA survey, 71 percent of superintendents lived in the county they serve when hired by the local school board, and 27 percent lived outside of the district. National data reveal different trends: 66.2 percent of current superintendents were hired from outside the system they serve, and 33.8 percent were promoted from within the system.

Moving to an appointed system with personnel authority vested in the superintendent was intended to offer insulation from board members' influence on behalf of job-seeking constituents. Forty-one superintendents indicated on the survey that they feel no undue pressure from board members. Some respondents indicated that much of the political involvement has been removed from personnel matters. However, others indicated that though they have statutory authority concerning personnel, reality is sometimes different. Twenty-four respondents felt compelled to make personnel decisions consistent with board member preferences.

Minimum Job Requirements
The EIA changed the minimum job requirements for superintendents. Prior to the EIA, superintendents had to meet the following qualifications:

- hold a teacher's professional license with endorsement as principal and/or supervisor of instruction;
- hold a master's degree with a major in educational administration; and have five years' teaching and/or administrative experience.

Local boards may now hire superintendents with only baccalaureate degrees. TSBA is unaware of any district which have hired a superintendent with only a baccalaureate degree.
Though the minimum job requirements were lowered for superintendents, the EIA greatly increased the pool of qualified applicants. Prior to the EIA, only residents of the county the LEA serves could run for the office of superintendent. The EIA removed this requirement, allowing boards to conduct nationwide searches. As such, the academic qualifications of appointed superintendents are typically higher than elected superintendents.

**Attitudes**

Like the clear majority of U.S. school districts, all local boards in Tennessee now appoint their superintendents. Given that all are appointed, it is not surprising that superintendent attitudes preponderantly favor appointment over election. Of superintendents who responded to OEA's survey, 74 percent favored appointment, 15 percent supported election, and 11 percent did not answer the question. In districts where the superintendent has always been appointed, over 90 percent of superintendents favor appointment. In districts with a history of electing the superintendent, the percentage favoring appointment drops by 30 percent but remains strongly in favor of appointment.

Contrary to superintendents' attitudes, some argue for a return to local choice regarding the election of superintendents. Between 1993 and 2002, legislators introduced 28 bills to change the way Tennessee superintendents are selected and continue in virtually every session of the General Assembly to this day. However, the General Assembly has reconfirmed its initial decision supporting appointment by never passing a bill to revert to the old system.

**Implementation**

Improving the quality of superintendents and school boards cannot prevent bickering or ensure a commitment to excellence among county commissions, county executives, mayors, and the business community. Reforms do not eliminate political and religious agendas. Neither can they mitigate the problems of drugs or domestic violence that are figures in many Tennessee communities. Reforms can remove some ineffective principals and teachers, but not all of them. Most important, state-initiated reforms simply cannot supplant local attitudes about the importance of education. Where attitudes of indifference exist no combination of funding, academic standards, or any other policy change will make a great deal of difference. (William Lyons, John M. Scheb II, Billy Stair, “Public Policy in Tennessee: Education,” *Government and Politics in Tennessee*, (Knoxville, TN: UT Press, 2001) p. 304.)

Early proponents of appointed superintendents argued that the removal of electoral politics from the superintendency would take politics out of education. Since passage of the EIA, the politics of school leadership have merely shifted in districts with a history of electing superintendents. In these districts, the EIA prompted a change from superintendents maintaining support among voters to politics in which each superintendent must maintain support from the elected school board.

To limit hasty political action by school board members, the General Assembly created a period in which the school board may not terminate (without cause) or enter into a contract with any superintendent. The period begins 45 days prior to the general election of the school board and ends 30 days following the election. Additionally, a board may not extend or terminate a director’s contract now may they remove the director from office without giving notice at least fifteen (15) calendar days prior to the meeting at which action shall be taken. Further, school boards must adopt written policies concerning the method of accepting and reviewing applications and interviewing candidates for the superintendent’s position. This is to ensure that recruitment remains consistent and is not changed to suit particular applicants.
Quotable Quotes

- “Nothing ventured, nothing gained.”
- Go for the gusto.”
- “Activity doesn’t mean productivity.”
- “Ready, fire, aim.”
- “Time waits for no one.”
- “Slow but sure.”
- “Look before you leap.”
- “Opportunity knocks but once.”
- “Seize the day.”
- “When in Rome, do as the Romans do.”
- “All things are possible once it is realized that everything is at stake.”
- “Success is not a doorway; it’s a staircase.”
- “When you’re on thin ice, you might as well dance.”
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Chapter 1

Legal Duties
### Legal Duties

#### Who Does It?

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<td>1. Adopt policies</td>
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<td>2. Employ substitute teachers</td>
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<td>3. Approve annual calendar</td>
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<td>4. Grant leaves of absence</td>
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<td>5. Adopt budget</td>
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<td>6. Dismiss non-licensed personnel</td>
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<td>7. Approve collaborative conferencing agreements</td>
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<td>11. Approve building construction</td>
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<td>14. Approve bus stops</td>
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<td>15. Ban the use of corporal punishment</td>
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<td>16. Evaluate staff</td>
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<td>17. Excuse students from compulsory attendance</td>
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<td>18. Schedule an athletic event</td>
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<td>19. Dismiss tenured employees</td>
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<td>20. Approve field trips</td>
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Mandatory Duties of the Board
The Legislature has specified the duties of the local board of education. The duties can be divided into several categories and are found primarily in TCA 49-2-203. The mandatory duties include the following:

**Management and Control**
The Legislature has delegated the duty to the board of education to manage and control all public schools established under its jurisdiction. This gives the board of education the primary authority over school matters.

**Employment**
A school board working with the superintendent has the following duties regarding employment:

- make a written contract with the superintendent (the only employee who reports to the board)
- authorize positions and set salaries
- develop and implement evaluation plans for all licensed employees
- dismiss tenured employees after providing hearings if requested
- award tenure to eligible employees

**Purchasing**
The board may purchase supplies, furniture, fixtures and materials of every kind. All expenditures for such purchases estimated to exceed $10,000 may follow the prescribed procedures of the LEA's respective local governing body, so long as that body, through its charter, private act or ordinance has established a procurement procedure that provides for advertisement and competitive bidding, except that, if a newspaper advertisement is required, it may be waived in case of emergency. If the LEA chooses not to follow the local governing body's purchasing procedures, all expenditures for such purposes estimated to exceed ten thousand dollars ($10,000) or more shall be made on competitive bids, which shall be solicited by advertisement in a newspaper of general circulation in the county, except that the newspaper advertisement may be waived in the event of emergency.

**Budget Preparation**
The Board of Education is required to prepare a budget and to submit it to the appropriate legislative body. The statute also provides that the county board of education shall submit its budget to the county legislative body no later than 45 days prior to the July term or 45 days prior to the actual date the budget is to be adopted by the county legislative body if such adoption is scheduled prior to July 1.

**Students**
The Board of Education has several duties regarding students. The Education Code gives the board the duty to discipline students after a hearing (this can also be accomplished by a Student Discipline Hearing Authority) and the duty to establish standards and policies governing student attendance.

**Minutes, Policies**
TCA 49-2-203 requires boards of education to prepare or have prepared minutes of each board of education meeting and mail copies to the members of the board. TCA 49-2-207 requires the local boards of education to compile and publish an official operating policy pamphlet.
**Superintendent Duties**

In TCA 49-2-301, the board of education is given the responsibility of assigning to the superintendent several duties including the following:

- to act for the board in seeing that the laws relating to schools are faithfully executed;
- to attend all meetings of the board of education;
- to keep records of board proceedings and receipts and disbursements of public funds;
- to make recommendations to the board (on issues he deems are in the best interest of the public schools) as well as personnel, but not to have a vote on these recommendations; to have general supervision of the schools; to prepare reports on attendance, on receipt and expenditure of funds, misappropriation of funds, and reports requested by the commissioner of education and to prepare the school budget; and
- to keep personnel records, certificates and contracts.

**Discretionary Powers**

Some powers of the local board of education are discretionary. In other words, they may exercise these powers, choose not to exercise the powers, or in some cases, delegate the power to someone else. An example of such a discretionary power is the operation of a day care center. The board may operate such a center, or it may choose not to have such a center operating in the public schools. TCA 49-2-203 gives school boards the following discretionary authority:

- the power to consolidate schools;
- the power to require students and employees suspected of having a communicable disease to have a physical examination;
- to establish night schools;
- to determine the use of school property by the public;
- to dispose of property;
- to establish and operate before- and after-school school care programs;
- to offer early retirement incentives;
- to make rules for the organization of school safety patrols; and
- to hire legal counsel.

**Conclusion**

The superintendent and the board are separate entities in the governance of the school district, yet the two are mutually dependent. The board is responsible for the “Whats” of education and the superintendent is responsible for the “Hows.”

School boards have the authority to appoint their superintendent and hold that person accountable for the directives of the board.
LOCAL BOARD POLICIES REGARDING THE
POWERS AND DUTIES OF THE
SUPERINTENDENT OF SCHOOLS

Other than decisions regarding tenure, almost all other personnel decisions are the responsibility of the superintendent.

The personnel authority of the director may be limited by board policies; however, these policies may not usurp (remove) the superintendent’s power. In other words, the powers of the superintendent are not unfettered and the director must act in accordance with board policies. This division of responsibilities should be clearly delineated in policy.

Permissive Board Actions
Limiting Director’s Statutory Authority
Some examples of these limitations and/or situations in which the board may choose to limit the personnel authority are:

Nepotism prohibitions
Board policies should stipulate that no employee shall be under the direct supervision of a member of his/her immediate family; further, it may choose to stipulate that members of the same family may not be assigned to the same schools. The contract of employment with the director should address the issue as to whether the director’s spouse is eligible for employment.

Budgeted positions
The superintendent must act in accordance with the operating budget approved by the board. The board has the authority to establish positions through its budgetary process and by its approval of the organizational structure of the system. Only the board can create a position(s); however, once a position is created, it becomes the responsibility of the superintendent to select the person to fill that position. The board could create specific positions with detailed job descriptions or it could create general positions with the job descriptions left to the discretion of the superintendent. For example, if ten (10) ten central office supervisory positions were included within the budget, the board could approve each of those individually (i.e. supervisor of transportation, supervisor of K-6 instruction, supervisor of media services, etc.). On the other hand, the board could authorize ten (10) central office positions to be filled in accordance with the director’s organizational plan.

The manner in which the positions were established would determine the manner in which they could be altered or abolished. Individual positions created by the board could only be abolished by the board; whereas, those positions established by the superintendent could be abolished by the superintendent in a staff reorganization; however, only the board is empowered by Tennessee law (TCA 49-5-511) to dismiss personnel as a result of a reduction in staff or reorganization. Consequently, the superintendent could be authorized to reorganize the staff by assigning a person to other duties provided that this action did not terminate that person’s employment. This action would be within the authority of the superintendent granted by the General Assembly.

Qualifications/Standards
The board may establish minimum qualifications and standards for employees. Board approval is required by the state for teacher certification waivers.
**Board notification**

Board policies may stipulate that the superintendent is required to provide timely notification to the board of personnel changes.

**Posting Vacancies**

Policies requiring the posting of vacancies could be adopted by the board of education. These policies may stipulate such items as dates, places, times, job descriptions, etc.

**Evaluation procedures**

With the exception of building principals (TCA 49-2-203), the local board is required to approve the local evaluation procedures (TCA 49-2-203(a)(13)).

**Transfer procedures**

Through its policies, the board may establish procedures to be followed regarding personnel transfers. These may include provisions for voluntary and involuntary transfers. The board may require advance notification to employees and/or reasons for the transfer to be revealed to the employee.

**Advisory selection panels**

The board may require the superintendent to consider the recommendations of selection panels established to interview applicants. These panels may consist of employees or other citizens of the district. The superintendent would not be obligated to accept the recommendations, but would have the duty to consider them.

**Personnel hearing authority**

A board may create a personnel hearing authority with the responsibility to hear non-licensed personnel dismissal cases and involuntary transfer cases. This panel would be advisory only; however, it would provide the employee with the option to have his/her case heard by the panel. The superintendent would be required to consider the recommendations of the panel, but not required to follow those recommendations.

**Prohibited Board Actions Removing Superintendent's Statutory Authority**

While the board may choose to limit the superintendent’s authority, it may not remove that power from the superintendent. The board may set guidelines and parameters, but it may not remove a power that has been granted by the General Assembly. The following axiom is applicable: “The General Assembly giveth and the General Assembly taketh away.” Below are some examples of policies vested in the superintendents and would violate the laws.

**Rigid seniority clauses**

The board may establish guidelines that it expects the superintendent to follow in making personnel decisions; however, these guidelines could not be so restrictive as to remove all discretion from the superintendent. For example, a policy that stipulated all vacant positions would be filled solely on the basis of seniority would be an encroachment upon the power of the superintendent and should be considered unenforceable.

**Non-delegable duties subjected to binding arbitration**

The case of Carter County Board v Carter County Educ Assn & Dugger established that certain duties of the board are non-delegable and therefore may not be subjected to binding arbitration. In this particular matter, the plaintiff claimed her seniority merited her being assigned to an administrative position. The negotiated contract included a provision of binding arbitration as the final step of grievance resolution. The court ruled that certain duties of the board were non-delegable and could not be bargained away; therefore, the contract was unenforceable.
STATUTORY RESPONSIBILITIES OF BOARD
FROM TENNESSEE CODE ANNOTATED

49-2-203

(a) It is the duty of the local board of education to:

(1) Elect, upon the recommendation of the director of schools, teachers who have attained or are eligible for tenure and fix the salaries of and make written contracts with the teachers;

(A) No individual shall be elected to an interim contract unless the individual so elected is to fill a vacancy created by a leave of absence as set forth in 49-5-702;

(B) All contracts with educational assistants will be for nonteaching positions;

(C) Educational assistants shall be subject to direct supervision of certificated teachers when directly involved in the instructional program;

(D) No member of any local board of education shall be eligible for election as a teacher or any other position under the board carrying with it any salary or compensation;

(2) Manage and control all public schools established or that may be established under its jurisdiction;

(3) Purchase all supplies, furniture, fixtures and material of every kind through the executive committee;

(A) All expenditures for such purposes may follow the prescribed procedures of the LEA’s respective local governing body, so long as that body, through its charter, private act or ordinance has established a procurement procedure that provides for advertisement and competitive bidding, except that, if a newspaper advertisement is required, it may be waived in case of emergency. If the LEA chooses not to follow the local governing body’s purchasing procedures, all expenditures for such purposes estimated to exceed ten thousand dollars ($10,000) or more shall be made on competitive bids, which shall be solicited by advertisement in a newspaper of general circulation in the county, except that the newspaper advertisement may be waived in the event of emergency. School districts that have a purchasing division may use a comprehensive vendor list for the purpose of soliciting competitive bids; provided, that the vendors on the list are given notice to bid; and provided, further, that the purchasing division shall periodically advertise in a newspaper of general circulation in the county for vendors and shall update the list of vendors following the advertisement;

(B) If the LEA chooses not to follow the local governing body’s purchasing procedures, all purchases of less than ten thousand dollars ($10,000) may be made in the open market without newspaper notice, but shall, whenever possible, be based upon at least three (3) competitive bids;

(C) (i) For construction of school buildings or additions to existing buildings, the LEA may follow prescribed procedures of its respective local governing body, so long as that body, through its charter, private act or ordinance has established a procurement procedure that provides for advertisement and competitive bidding. If the LEA chooses not to follow the local governing body’s procedure, the board shall contract, following open bids, for the construction of school buildings or additions to existing buildings, the expenditure for which is in excess of ten thousand dollars ($10,000). Public notice shall be given at least ten (10) days in advance of accepting bids for the construction, and the board shall award the contract to the lowest and best bidder. Whether following local governing body procedures or those set forth in this subdivision (a)(3)(C)(i), in the event no bid is within the budgetary limits set by the board...
for the construction, the board may negotiate with the lowest and best bidder to bring the cost of the construction within the funds available, with the approval of the commissioner of education;

(ii) Construction management services that are provided for a fee and that involve preconstruction and construction administration and management services are deemed to be professional services and may be performed by a qualified person licensed under title 62, chapter 6. Construction management services are to be procured for each project through a written request for proposals process through advertisement made pursuant to subdivision (a)(3)(A). A board may include, in a single written request for proposal process, new school construction or renovation projects at up to three (3) sites, if construction at all sites will occur at substantially the same time. The written request for proposals process will invite prospective proposers to participate and will indicate the service requirements and the factors used for evaluating the proposals. The factors shall include the construction manager’s qualifications and experience on similar projects, qualifications of personnel to be assigned to the project, fees and costs or any additional factors deemed relevant by the procuring entity for procurement of the service. Cost is not to be the sole criterion for evaluation. The contract for such services shall be awarded to the best qualified and responsive proposer. A construction manager is prohibited from undertaking actual construction work on a project over which the construction manager coordinates or oversees the planning, bid or construction phases of the project, except in instances where bids have been solicited twice and no bids have been submitted. If the construction manager can document that a good faith effort was made in each bid solicitation to obtain bids and no bids were received, then the construction manager may perform the construction work at a price agreed upon by the construction manager, the architect and the owner of the project. A school system, at its own discretion, may perform work on the project with its own employees, and may include the coordination and oversight of this work as part of the services of the construction manager. Sealed bids for actual construction work shall be opened at the bid opening and the names of the contractors and their bid amounts shall be announced;

(iii) Construction management agent or advisor services for the construction of school buildings or additions to existing buildings in accordance with subdivision (a)(3)(C)(ii) may be performed by:

(a) A general contractor licensed in Tennessee pursuant to title 62, chapter 6; provided, that none of such services performed by a general contractor involve any of the services exempt from the requirements of title 62, chapter 6 as "normal architectural and engineering services" under ง 62-6-102(4)(B) or (C), unless, with regard to the performance of any services defined as normal architectural and engineering services, the general contractor is also licensed as an architect or engineer under title 62, chapter 2; or

(b) An architect or an engineer licensed pursuant to title 62, chapter 2; provided, that none of such services performed by an architect or engineer involve any of the services required to be performed by a contractor within the definition of "contractor" under ง 62-6-102, unless with regard to the performance of any services included within the definition of contractor, the architect or engineer is also licensed as a contractor under title 62, chapter 6.

(iv) Construction work that is under the coordination and oversight of a construction manager shall be procured through competitive bids as provided in this subsection (a);

(D) No board of education shall be precluded from purchasing materials and employing labor for the construction of school buildings or additions to school buildings;

(E) Subdivisions (a)(3)(A), (B) and (D) apply to local boards of education of all counties, municipalities and special school districts; provided, how-
ever, that subdivisions (a)(3)(A) and (B) shall not apply to purchases by or for a county’s or metropolitan government’s board of education in counties with a population of not less than two hundred thousand (200,000), according to any federal census, so long as the county, through county or metropolitan government charter, private act, or ordinance, establishes a procedure regarding purchasing that provides for advertisement and competitive bidding and sets a dollar amount for each purchase requiring advertisement and competitive bidding; and provided, further, that purchases of less than the dollar amount requiring advertisement and competitive bidding shall, wherever possible, be based upon at least three (3) competitive bids. Subdivision (a)(3)(C) applies to county and municipal boards of education;

(F) (i) Notwithstanding any law to the contrary, contracts for energy-related services that include both engineering services and equipment, and have as their purpose the reduction of energy costs in public schools or school facilities shall be awarded on the basis of recognized competence and integrity and shall not be competitively bid;

(ii) In the procurement of engineering services under this subdivision (a)(3)(F), the local board may seek qualifications and experience data from any firm or firms licensed in Tennessee and interview such firm or firms. The local board shall evaluate statements of qualifications and experience data regarding the procurement of engineering services, and shall conduct discussions with such firm or firms regarding the furnishing of required services and equipment and then shall select the firm deemed to be qualified to provide the services and equipment required;

(iii) The local board shall negotiate a contract with the qualified firm for engineering services and equipment at compensation which the local board determines to be fair and reasonable to the LEA. In making such determination, the local board shall take into account the estimated value of the services to be rendered, the scope of work, complexity and professional nature thereof and the value of the equipment;

(iv) Should the local board be unable to negotiate a satisfactory contract with the firm considered to be qualified, at a price determined to be fair and reasonable, negotiations shall continue with other qualified firms until an agreement is reached;

(v) A local board having a satisfactory existing working relationship for engineering services and equipment under this subdivision (a)(3)(F) may expand the scope of the services; provided, that they are within the technical competency of the existing firm, without exercising this subdivision (a)(3)(F); and

(vi) This subdivision (a)(3)(F) shall not prohibit or prevent the energy efficient schools council from establishing required design criteria in accordance with industry standards;

(4) Order warrants drawn on the county trustee on account of the elementary and the high school funds, respectively;

(5) Visit the schools whenever, in the judgment of the board, such visits are necessary;

(6) Except as otherwise provided in this title, dismiss teachers, principals, supervisors and other employees upon sufficient proof of improper conduct, inefficient service or neglect of duty; provided, that no one shall be dismissed without first having been given in writing due notice of the charge or charges and an opportunity for defense;

(7) Suspend, dismiss or alternatively place pupils, when the progress, safety or efficiency of the school makes it necessary or when disruptive, threatening or violent students endanger the safety of other students or school system employees;

(8) Have enumerated the scholastic population of the local school district in May of every odd-numbered year;

(9) Provide proper record books for the director of schools, and should the appropriate local legislative body fail or refuse to provide a suitable office and sufficient equipment for the director of
Board/Superintendent Relations

schools, the local board of education may provide the office and equipment out of the elementary and the high school funds in proportion to their gross annual amounts;

(10) (A) (i) Require the director of schools and chair of the local board to prepare a budget on forms furnished by the commissioner, and when the budget has been approved by the local board, to submit it to the appropriate local legislative body;

(ii) No LEA shall submit a budget to the local legislative body that directly or indirectly supplants or proposes to use state funds to supplant any local current operation funds, excluding capital outlay and debt service;

(B) (i) Notwithstanding any other law to the contrary, for any fiscal year, if state funding to the county for education is less than state funding to the county for education during the fiscal year 1990-1991 or less than the previous fiscal year's state funding to the county for education, except that a reduction in funding based on fewer students in the county rather than actual funding cuts shall not be considered a reduction in funding for purposes of this subdivision (a)(10)(B)(i), local funds that were appropriated and allocated to offset state funding reductions during any previous fiscal year are excluded from this maintenance of local funding effort requirement;

(ii) It is the intent of subdivision (a)(10)(B)(i) to allow local governments the option to appropriate and allocate funds to make up for state cuts without being subject to a continuation of funding requirement as to those funds for any year during which the state reinstates the funding or restores the previous cuts, and during any subsequent year should the state fail to restore the funding cuts;

(C) Subdivision (a)(10)(A)(ii) shall not apply to a newly created LEA in any county where the county and city schools are being combined for a period of three (3) years after the creation of the LEA. The county board of education shall submit its budget to the county legislative body no later than forty-five (45) days prior to the July term or forty-five (45) days prior to the actual date the budget is to be adopted by the county legislative body if the adoption is scheduled prior to July 1;

(11) Prepare, or have prepared, a copy of the minutes of each meeting of the board of education, and mail a copy of the minutes no more than thirty (30) days after the board meeting or at the time they are mailed to or otherwise provided to members of the board, if such is earlier, to the president of each local education association. Any subsequent corrections, modifications or changes shall be distributed in the same manner;

(12) Adopt and enforce, in accordance with guidelines prescribed by the state board of education pursuant to 49-6-3002, minimum standards and policies governing student attendance, subject to availability of funds;

(13) Develop and implement an evaluation plan for all certificated employees in accordance with the guidelines and criteria of the state board of education, and submit the plan to the commissioner for approval;

(14) (A) Notwithstanding any other public or private act to the contrary, employ a director of schools under a written contract of up to four (4) years' duration, which may be renewed. No school board, however, may either terminate, without cause, or enter into a contract with any director of schools during a period extending from forty-five (45) days prior to the general school board election until thirty (30) days following the election. Any vacancy in the office of the director that occurs within this period shall be filled on a temporary basis, not extending beyond sixty (60) days following the general school board election. An option to renew a contract that exists on May 22, 2001, may be exercised within the time period set out in this subdivision (a)(14)(A). Any such person transferred during the term of the person's contract shall not have the person's salary diminished for the remainder of the contract period. The board may dismiss the director for cause as
specified in this section or in chapter 5, part 5 of
this title, as appropriate. The director of schools
may be referred to as the superintendent and
references to or duties of the former county su-
perintendents shall be deemed references to or
duties of the director of schools employed under
this section. The school board is the sole author-
ity in appointing a director of schools;

(B) Each school board shall adopt a written
policy regarding the method of accepting and
reviewing applications and interviewing candi-
dates for the position of director of schools;

(C) No school board shall extend the contract
of a director of schools without giving notice of
the intent to do so at least fifteen (15) calendar
days prior to the scheduled meeting at which
action shall be taken. Further, except in cases
concerning allegations of criminal or profes-
sonal misconduct, no school board shall terminate
the contract or remove a director of schools
from office without giving notice at least fifteen
(15) calendar days prior to the scheduled meet-
ing at which action shall be taken. Notice of ex-
tension or termination of a contract of a director
of schools shall include the date, time and place
of the meeting, and shall comport with all other
requirements of 8-44-103 and 49-2-202(c)(1).
The proposed action shall be published as a spe-
cific, clearly stated item on the agenda for the
meeting. Such item, for the convenience of the
public attending the meeting, shall be the first
item on the agenda;

(15) Adopt policies on the employment of
substitute teachers. The policies shall, at a mini-
mum, address qualifications and training and
shall ensure substitute teachers are subject to
investigation pursuant to 49-5-413. The policies
shall also prohibit hiring any substitute teacher
whose records with the state department of
education indicate a license or certificate cur-
rently in revoked status; and

(16) Develop and implement an evaluation
plan to be used annually for the director of
schools. The plan shall include, but shall not be
limited to, sections regarding job performance,
student achievement, relationships with staff
and personnel, relationships with board mem-
ers, and relationships with the community.

(b) The local board of education has the power
to:

(1) Consolidate two (2) or more schools when-
ever in its judgment the efficiency of the schools
would be improved by the consolidation;

(2) Require school children and any employees
of the board to submit to a physical examina-
tion by a competent physician whenever there is
reason to believe that the children or employees
have tuberculosis or any other communicable
disease, and upon certification from the exam-
ining physician that the children or employees
have any communicable disease, to exclude
them from school or service until the child or
children, employer or employers, employee or
employees furnish proper certificate or certifi-
cates from the examining physician or physi-
cians showing the communicable disease to
have been cured;

(3) Establish night schools and part-time
schools whenever in the judgment of the board
they may be necessary;

(4) Permit school buildings and school property
to be used for public, community or recreational
purposes under rules, regulations and conditions
as prescribed from time to time by the board of
education;

(A) No member of the board or other school
official shall be held liable in damages for any
injury to person or property resulting from the
use of school buildings or property;

(B) The local board of education may lease
buildings and property or the portions of build-
ings and property it determines are not being
used or are not needed at present by the public
school system to the owners or operators of
private child care centers and kindergartens for
the purpose of providing educational and child care services to the community. The leases may not be entered for a term exceeding five (5) years and must be on reasonable terms that are worked out between the school board and the owner or operator. The leasing arrangement entered into in accordance with this subdivision (b)(4)(B) shall not be intended or used to avoid any school integration requirement pursuant to the fourteenth amendment to the Constitution of the United States. The local board of education shall not execute any lease pursuant to this subdivision (b)(4) that would replace or supplant existing kindergarten programs or kindergarten programs maintained pursuant to the Minimum Kindergarten Program Law, codified in § 49-6-201. This subdivision (b)(4) shall also apply to municipal boards of education;

(5) Employ legal counsel to advise or represent the board;

(6) Make rules providing for the organization of school safety patrols in the public schools under its jurisdiction and for the appointment, with the permission of the parents, of pupils as members of the safety patrols;

(7) Establish minimum attendance requirements or standards as a condition for passing a course or grade; provided, that the requirements or standards are established prior to any school year in which they are to be applicable, are recorded in board minutes and publicized through a newspaper of general circulation prior to implementation and are printed and distributed to students prior to implementation; and provided, further, that the requirements or standards shall not violate 49-6-3002(b);

(8) Provide written notice to probationary teachers of specific reasons for failure of reelection pursuant to this title; provided, that any teacher so notified shall be given, upon request, a hearing to determine the validity of the reasons given for failure of reelection; provided, that:

(A) The hearings shall occur no later than thirty (30) days after the teacher’s request;

(B) The teacher shall be allowed to appear, call witnesses and plead the teacher’s cause in person or by counsel;

(C) The board of education shall issue a written decision regarding continued employment of the teacher; and

(D) Nothing contained in this subdivision (b)(8) shall be construed to grant tenure or the expectation of continued employment to any person;

(9) Offer and pay a bonus or other monetary incentive to encourage the retirement of any teacher or other employee who is eligible to retire. For purposes of this subdivision (b)(9), “local board of education” means the board of education of any county, municipal or special school system;

(10) Lease or sell buildings and property or the portions of buildings or property it determines are not being used or are not needed at present by the public school system in the manner deemed by the board to be in the best interest of the school system and the community that the system serves. In determining the best interest of the community, the board may seek and consider recommendations from the planning commission serving the community. No member of the local or county board or other school official shall be held liable in damages for any injury to person or property resulting from the use of the school buildings or property. No lease or sale shall be used to avoid any school integration requirement. A local board of education may also dispose of surplus property as provided in 49-6-2006 and 49-6-2007, it being the legislative intent that a local board at its discretion may dispose of surplus property to private owners as well as civic or community groups as provided by this subdivision (b)(10);

(11) Establish and operate before and after school care programs in connection with any schools, before and after the regular school day and while school is not in session. No Tennessee foundation program school funds or any required local matching funds shall be used in connection with the operation of these programs, but the board may charge a fee of any child attend-
(12) Contract for the management and operation of the alternative schools provided for in 49-6-3402 with any other agency of local government;

(13) Include in student handbooks, or other information disseminated to parents and guardians, information on contacting child advocacy groups and information on how to contact the state department of education for information on student rights and services;

(14) Cooperate with community organizations in offering extended learning opportunities; and

(15) Apply for and receive federal or private grants for educational purposes. Notwithstanding title 5, chapter 9, part 4, except for grants requiring matching funds, in-kind contributions of real property or expenditures beyond the life of the grant, appropriations of federal or private grant funds shall be made upon resolution passed by the local board of education and shall comply with the requirements established by the granting entity. A county board of education or city board of education shall provide a copy of such resolution to the local legislative body as notice of the board’s actions within seven (7) days of the resolution’s passage.

(c) (1) (A) Notwithstanding title 8, chapter 44, part 1, a local board of education may conduct a scheduled board meeting by electronic means as long as the member can be visually identified by the chair, including, but not limited to, telephone, videoconferencing or other web-based media, if a member is absent because the member is required to be out of the county in which the LEA is located for the member’s work, the member is dealing with a family emergency as determined by the LEA, or because of the member’s military service. Only members who are out of the county for work, family emergency or military service may attend and participate in the meeting electronically.

(B) No board meeting shall be conducted with electronic participation unless a quorum of members is physically present at the location of the meeting.

(C) A board member wishing to participate in a scheduled board meeting electronically who is or will be out of the county because of work shall give at least five (5) days notice prior to the scheduled board meeting of the member’s intention to participate electronically.

(D) No board member shall participate electronically in board meetings more than two (2) times per year; except, that this limitation shall not apply to a board member who is out of the county due to military service.

(E) The local board of education shall develop a policy for conducting such meetings.

(2) [Deleted by 2016 amendment.]

(d) (1) (A) Notwithstanding any law to the contrary, the local boards of education, the municipal legislative bodies, and the county legislative body are authorized to negotiate and enter into a binding agreement that addresses the municipality’s or county’s responsibility to remit certain gross receipt taxes owed by the municipality or county, under 57-4-306(a)(2), as such subdivision existed prior to July 1, 2014, if:

(i) At any time prior to entering the binding agreement authorized in subdivision (dl)(1)(A), a municipality or county has received from the commissioner of revenue gross receipt taxes collected by the department under 57-4-301(c) and as authorized by 57-4-306(a)(2), as such subdivision existed prior to July 1, 2014; and

(ii) Thereafter the municipality or county, acting in good faith did not remit the proceeds to the appropriate school fund, system, or systems as required by 57-4-306(a)(2), as such subdivision existed prior to July 1, 2014.
(B) Such agreement, in determining the municipality’s or county’s responsibility to remit certain gross receipt taxes owed by the municipality or county, under 57-4-306(a)(2), as such subdivision existed prior to July 1, 2014, may permit the municipality or county to offset its liability in whole or in part by past, present or future appropriations, expenditures, allocation of revenue, gifts, capital projects or other similar payments, grants, or any consideration made by the municipality or county to the school system, on behalf of the school system, or otherwise directly benefitting the school system.

(2) Such agreement shall be entered into and approved no later than August 31, 2014, and shall be the final understanding of the obligations between the parties and shall not be subject to additional requests or demands. A copy of this agreement shall be filed with the comptroller of the treasury and the commissioner of revenue. If any party defaults, then the aggrieved party shall notify the comptroller of the default. The comptroller shall deliver by certified mail a written notice of such default to the defaulting party within five (5) business days of receiving the notice. In the event the defaulting party fails to cure the default within sixty (60) days of the receipt of such notice, the comptroller shall direct the commissioner to withhold future distributions of proceeds authorized under 57-4-306(a)(2), as such subdivision existed prior to July 1, 2014, to the defaulting party. Upon the commissioner’s withholding of the proceeds, an aggrieved party shall have the authority to pursue equitable relief against the defaulting party in the chancery court of Davidson County. Upon receipt of a copy of the final judgment of the court, the commissioner shall distribute all withheld proceeds to the defaulting party, which shall remit such proceeds to the aggrieved party pursuant to the judgment. If the amount of the judgment is not satisfied by the withheld proceeds, the defaulting party shall be solely responsible for remitting future proceeds to the aggrieved party pursuant to the judgment.

(3) (A) If by September 1, 2014, the local boards of education, the municipal legislative bodies, and the county legislative body fail to enter into a binding agreement as authorized under subdivision (d)(1)(A), then any party may:

(i) Seek equitable relief in the chancery court of Davidson County; or

(ii) Request the comptroller to undertake binding arbitration to resolve any disagreements. The comptroller shall select the arbitrator.

(B) Such equitable relief shall be limited to those proceeds received by the local political subdivision pursuant to 57-4-306(a)(2), as such subdivision existed prior to July 1, 2014, and not remitted to the proper fund, system or systems as required by 57-4-306(a)(2), as such subdivision existed prior to July 1, 2014, from July 1, 1999, to June 30, 2014. The amount owed the appropriate school fund, system, or systems may be paid in equal installments, but not to exceed ten (10) years.

(C) All costs incurred by the comptroller of the treasury and the department of revenue under this subdivision (d)(3) shall be born equally by the parties.

(D) In the event a party fails to pursue the remedies available pursuant to subdivision (d)(3)(A)(i) or (d)(3)(A)(ii) by December 31, 2014, then the party shall be barred from any other relief for proceeds received by a local political subdivision prior to July 1, 2014.

(4) As the historical records of the comptroller of the treasury and the department of revenue permit, the comptroller of the treasury is authorized to provide to the local boards of education, the municipal legislative bodies, and the county legislative body the amount of the proceeds distributed to the local political subdivisions by the department under 57-4-306(a)(2), as such subdivision existed prior to July 1, 2014.
(5) This subsection (d) shall not apply to any action, case, or proceeding commenced prior to June 1, 2014.

(6) Any agreement to address a municipality’s or county’s responsibility to remit certain gross receipt taxes owed by the municipality or county under 57-4-306(a)(2) entered into prior to May 13, 2014, is hereby ratified and this subsection (d) shall not apply to such agreements.

(7) This subsection (d) shall not apply in counties having a population, according to the 2010 federal census or any subsequent federal census of:

not less than:.....................nor more than:

98,900................................99,000

336,400................................336,500

49-2-301. Director of schools.

(a) Each local board of education is authorized to employ a director of schools, as provided for in 49-2-203, subject to requirements of law. This director of schools may be referred to as superintendent, but all references to or duties or powers of the former county superintendents of public instruction shall be deemed to be references to or powers or duties of the director of schools. Failure to change a reference to county superintendent to superintendent or director of schools shall not be deemed to continue to revive the former office or position of county superintendent, it being the intention in this part to convert the former elected office of superintendent of public instruction to an administrative position filled by the applicable local board of education.

(b) (1) It is the duty of the board of education to assign to its director of schools the duty to:

(A) Act for the board in seeing that the laws relating to the schools and rules of the state and the local board of education are faithfully executed;

(B) Attend all meetings of the board and to serve as a member of the executive committee of the board, without additional compensation;

(C) Keep on electronic disks and in well bound books, furnished by the board, a complete and accurate record of the proceedings of all meetings of the board and of the director’s official acts;

(D) Keep on electronic disks and in well bound books, furnished by the board and arranged according to the regulations prescribed by the commissioner of education, a detailed and accurate account of all receipts and disbursement of the public school funds;

(E) Issue, within ten (10) days, all warrants authorized by the board for expenditures for public school funds;

(F) Make such recommendations to the board as the director deems for the best interest of the public schools, but in no case shall the director have a vote on any question coming before the board;

(G) Have general supervision of all schools, and visit the schools from time to time, and advise with the teachers and members of the board as to their condition and improvement;

(H) Require the use of the state course of study for all the public schools and the system of promoting pupils through the several grades of the public schools in accordance with regulations of the commissioner, as approved by the state board;

(I) Sign all certificates and diplomas of pupils who complete the courses of study prescribed for the elementary and high schools;

(J) Recommend to the board teachers who are eligible for tenure or notify such teachers of their failure of reelection pursuant to 49-5-409;
(K) Recommend to the board salaries for teachers in accordance with the salary schedule and the salaries and wages of all other employees nominated by the director of schools;

(L) Assign teachers and educational assistants to the several schools;

(M) Require all teachers to submit to the director for record their licenses or authority to teach, given by the state board, and keep a complete record of same;

(N) File all contracts entered into with teachers and employees of the board, before they begin their services in the public schools;

(O) Furnish to teachers or principals the names of pupils belonging to their respective schools, the list to be taken from the census enumeration or other reliable records on file in the director of schools' office;

(P) Issue certificates relative to the employment of minors who are enrolled as students in the director of schools' district;

(Q) Prepare reports of attendance to be assembled by the director; provided, that the director shall report to the commissioner any failure on the part of any principal or director of schools of any school system within the county to make the reports of attendance;

(R) Report to the county trustee and the commissioner, on or before July 1 of each year, the attendance;

(S) Make a written report, quarterly, to the appropriate local legislative body, for the board, of all receipts and expenditures of the public school funds, which accounts shall contain full information concerning the conditions, progress and needs of the schools of the school system and which shall be audited by the appropriate fiscal officer and local legislative body;

(T) Be present at all quarterly and annual settlements of the county trustee with the county mayor covering all school funds arising from state apportionments, county levies and all other sources, and report the director's acts to the director of schools' board;

(U) Report to the local legislative body and the commissioner, whenever it appears to the director that any portion of the school fund has been, or is in danger of being, misappropriated or in any way illegally disposed of or not collected;

(V) Make reports to the commissioner of education when requested by the commissioner;

(W) Prepare, annually, a budget for the schools in the director's school system, submit the budget to the board for its approval and present it to the county or other appropriate local legislative body for adoption as provided for by charter or private legislative act; provided, that:

(i) The budget shall set forth in itemized form the amount necessary to operate the schools for the scholastic year beginning on July 1, following, or on such date as provided for by charter or private legislative act; and

(ii) Any change in the expenditure of money as provided for by the budget shall first be ratified by the local board and the appropriate local legislative body;

(X) Give the director's full time and attention to the duties of the director's position;

(Y) Deliver to the director's successor all records and official papers belonging to the position. It is a Class C misdemeanor to refuse to deliver the records and files on demand of the director's successor. It is a separate offense for each month during which the director persists in withholding the records and files;

(Z) File with the commissioner of education a copy of the budget adopted by the county or other appropriate local legislative body within ten (10) days after its adoption;
(AA) Furnish to the commissioner a list of the teachers elected by the board and their respective salaries, on forms furnished by the commissioner;

(BB) Grant any licensed employee, or any other person considered as a professional employee, access at any reasonable time to the employee’s personnel file or files, whether maintained by the employee’s principal, supervisor, director, board or any other official of the school system;

(CC) Give any licensed or professional employee, on request and on payment of reasonable compensation, a copy of specified documents in the employee’s personnel file;

/DD) Establish a procedure whereby an updated copy of the rules, regulations and minimum standards of the state board shall be kept on file in an easily accessible place in each school library during normal school hours;

(EE) Within the approved budget and consistent with existing state laws and board policies, employ, transfer, suspend, nonrenew and dismiss all personnel, licensed or otherwise, except as provided in § 49-2-203(a)(1) and in chapter 5, part 5 of this title;

(FF) All persons who are employed in a position for which no teaching license is required shall be hired at the will of the director of schools. The local board of education shall develop a policy for dismissing such employees;

(GG) (i) The director may dismiss any nontenured, licensed employee under the director’s jurisdiction for incompetence, inefficiency, insubordination, improper conduct or neglect of duty, after giving the employee, in writing, due notice of the charge or charges and providing a hearing; provided, that no nontenured, licensed employee under the director’s jurisdiction shall be dismissed without first having been given, in writing:

(a) Notice of the charge or charges;

(b) An opportunity for a full and complete hearing before an impartial hearing officer selected by the board;

(c) An opportunity to be represented by counsel;

(d) An opportunity to call and subpoena witnesses;

(e) An opportunity to examine all witnesses; and

(f) The right to require that all testimony be given under oath;

(ii) Factual findings and decisions in all dismissal cases shall be reduced to written form and delivered to the affected employee within ten (10) working days following the close of the hearing;

(iii) Any nontenured, licensed employee desiring to appeal from a decision rendered in favor of the school system shall first exhaust the administrative remedy of appealing the decision to the board of education within ten (10) working days of the hearing officer rendering written findings of fact and conclusions to the affected employee;

(iv) Upon written notice of such appeal being given to the director, the director shall prepare a copy of the proceedings, transcript, documentary and other evidence presented, and transmit the copy of the proceedings, transcript, documentary and other evidence presented within twenty (20) working days of receipt of notice of appeal to the board;

(v) The board shall hear the appeal on the record and no new evidence shall be introduced. The affected employee may appear in person or by counsel and argue why the decision should be modified or reversed. The board may sustain the decision, send the record back if additional evidence is necessary, revise the penalty or reverse the decision. Before any such charges shall be sustained or punishment inflicted, a majority of the membership of the board shall concur in sustaining the charges. The members of the board shall
render the decision on the appeal within ten (10) working days after the conclusion of the hearing;

(vi) The director of schools shall also have the right to appeal any adverse ruling by the hearing officer to the board under the same conditions as are set out in this subdivision (b)(1)(GG);

(vii) Any party dissatisfied with the decision rendered by the board shall have the right to appeal to the chancery court in the county where the school system is located within twenty (20) working days after receipt of notice of the decision of the board. It shall be the duty of the board to cause to be transmitted the entire record and other evidence in the case to the court. The review of the court shall be de novo on the record of the hearing held by the hearing officer and reviewed by the board;

(HH) All actions of the directors or their designees shall be consistent with the existing board policies, rules, contracts and regulations;

(II) Perform such other official duties as may be prescribed by law;

(JJ) Each LEA shall submit a report to the education committee of the senate and the education administration and planning committee of the house of representatives by January 1 each year of the number of places that are required in alternative schools within that system to accommodate students in that system placed in alternative schools; and

(KK) Authorize each principal to make staffing decisions regarding administrative personnel for the principal’s school.

(2) The records required to be maintained pursuant to this subsection (b) shall be kept in a location that is secure from the effects of natural disasters, to include fires, earthquakes, tornadoes and other catastrophic events.

(c) It is a Class C misdemeanor for any director to take any other contract under the board of education or to perform any other service for additional compensation, or for any director to act as principal or teacher in any school or to become the owner of a school warrant other than that allowed for the director’s service as director. A director who violates this subsection (c) shall also be dismissed from the director’s position.

(d) Any director of schools who is appointed by the local board of education elected by the general public is only required to have a baccalaureate degree
Transfer of Director of Schools

**QUESTION**
May a director of schools be transferred to another position in the school system?

**OPINION**
Yes. Tenn. Code Ann. §§ 49-2-203(a)(15)(A) contemplates a situation where a director of school may be transferred.

**ANALYSIS**
Tenn. Code Ann. §§ 49-2-203(a)(15)(A) provides, in part, that it is the duty of the local school board to "employ a director of schools under a written contract of up to four (4) years’ duration, which may be renewed. Any such person transferred during the term of such person's contract shall not have such person's salary diminished for the remainder of the contract period." Tenn. Code Ann. §§ 49-2-203(a)(15)(A).

This office has located no authority that has considered whether this statute authorizes a school board to transfer a director of schools. The provision in the statute stating that “[a]ny such person transferred during the term of such person's contract shall not have such person's salary diminished for the remainder of the contract period” carries a positive implication that directors may be transferred. Each board, however, may have a contract with its director of schools that could affect the board’s ability to transfer the director. Accordingly, it is the opinion of this office that a director of schools may be transferred, absent a contractual provision to the contrary.

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June 22, 2001
Opinion NO. 01-102

Legality of extending director of schools’ contract

QUESTION
May a school board legally extend the term of its four-year contract with the director of schools during the contract term, effectively extending the contract more than four years from the original contract date?

OPINION
No.

ANALYSIS
The fact situation presented by the requestor of this Opinion is as follows: In May 1998, a county Board of Education entered into a contract of employment with a new Director of Schools. The contract specifies that its term is four years commencing on July 1, 1998 and ending on June 30, 2002. The contract further provides that unless the Board acts to renew the contract prior to July 1, 2001, such failure serves as notice to the Director that the Board does not intend to renew the contract.

In October, 1999, the Board voted to extend the Director’s contract for two years, effective on its two year anniversary date, July 1, 2000, and declaring that the end date of the contract would be June 30, 2004. Under the Education Improvement Act of 19921 all school board members are elected by the people for four-year, staggered terms.2 The Board has the duty to employ a Director of Schools (also known as the “superintendent”). The law provides:

It is the duty of the local board of education to . . . [n]otwithstanding any other public or private act to the contrary, employ a director of schools under a written contract of up to four (4) years’ duration, which may be renewed.3

By extending the term of the contract by two years, the Board has effectively given its Director of Schools a six-year term, which violates the law limiting the duration of the contract between a Board and its Director of Schools to four years. The statute provides that the contract with the Director of up to four years’ duration may be renewed. The law does not state that term of the contract may be extended.
Opinion No. 01-102

The common law recognizes a distinction between “renew/renewal” and “extend/extension”. Black's Law Dictionary defines renewal as “[T]he re-creation of a legal relationship or the replacement of an old contract with a new contract, as opposed to a mere extension of a previous relationship or contract.”

The Education Improvement Act established a uniform system of accountability to the public for what is happening in the schools. The EIA replaced a hodge-podge of systems for governing schools with the single system of school boards elected for staggered four-year terms who hire superintendents under contract for terms of up to four years. The superintendent answers to the Board who answer to the electorate. By providing that new board members may be elected two years into a four-year contract with a Director of Schools, the statutory scheme contemplates that the electorate will have an opportunity to express its satisfaction or dissatisfaction with the decisions and conduct of the superintendent who was selected by the previous board.

If the school board, who hired the superintendent, could extend the term of the contract, that Board has effectively put the superintendent’s evaluation and continued employment beyond the accountability and control of any new board members elected two years following the selection of the superintendent.

The Board's action in October 1999 extending the Director's four-year contract by two years, commencing July 1, 2000, and declaring the end date to be June 30, 2004, is illegal and therefore must be treated as a nullity. The Director's contract expires on July 1, 2002, unless the Board acts to renew the contract prior to July 1, 2001.

192 Tenn. Pub. Acts Ch. 535

2TENN. CODE ANN. §§ 49-2-201(a)(1)

3TENN. CODE ANN. §§ 49-2-203(a)(15)(A)

Consider These Questions

What issues should the superintendent address without consulting the school board for its opinion or approval?

What issues or decisions should the school board entertain without the superintendent’s input?

What issues require collaboration between the board and superintendent before any action is taken?
Chapter 2

Selecting a Superintendent of Schools
HOW MUCH DO YOU KNOW REGARDING THE SELECTION PROCESS FOR A SUPERINTENDENT?

___1. What is the minimum qualification for the superintendent of schools?
A. Master’s degree in educational administration
B. State certification
C. Bachelor’s degree
D. Ability to absorb punishment

___2. Which of the following is true regarding the appointment of a superintendent of schools?
A. The board is required by law to conduct a search
B. Applications received by the board are private records
C. The board may not appoint a Superintendent 45 days prior to or 30 days after a school board election.
D. The employment contract may be oral or written

___3. Interviews with the candidates
A. Are subject to open meeting laws
B. Must allow for public questioning
C. May be private if less than a majority of the board is present
D. Should be different for each candidate

___4. The Board can enter into a contract with a Superintendent for no longer than:
A. 2 years
B. 4 years
C. 6 years
D. 8 years

___5. An Application for the superintendency is private rather than public:
A. Always
B. When a search firm is used
C. Never
D. If the Board Policy states they are
Selecting a Superintendent of Schools

Selecting a new superintendent is the one thing that a board must do on its own, without the benefit of staff assistance or advice from the superintendent.

Your school board will want to select the person best qualified to lead your district. You'll want someone who has a vision of excellence for your school district and who can translate that vision into attainable goals and objectives and gain support to achieve them. You'll need someone who can get along well with the staff, parents, students and the board. You must have someone who can manage the day-to-day operations of the district and yet find time to provide leadership and excite the community about education.

How Will You Do It?
Tennessee law requires every school board to adopt a written policy regarding the method of accepting and reviewing applications for, and interviewing candidates for the position of director of schools (TCA 49-2-203(a)(14)(B)). A sample policy for boards to consider is included on page 42.

To find the right superintendent of schools in a reasonable time you'll need to organize your search carefully so all the pieces fall into the proper places at the right time. You'll need to assign tasks, determine who'll do what, establish timelines and, above all, be willing to spend the time that a search demands. A search takes several weeks.

A search that is well organized will have a better chance at success than a hit or miss, make-it-up-as-you-go-along project. A search needs serious attention and cannot be done adequately without dedicated and concentrated effort and hard work.

It takes time, commitment, thought and the active participation of every board member. Help is available, and you must determine whether, and to what extent, you need it. It's possible for the school board to conduct a search itself, provided:

1. The board members work well together and there is no split or division on the board;
2. At least one board member who has the time, the ability and the willingness to attend to the detail of advertising the opening, processing applications, checking certification, corresponding with applicants and responding by telephone or e-mail to questions;
3. There is adequate leadership on the board to keep the search on target and see that deadlines are met;
4. There is confidential clerical help available.

If all of these requirements are not met, the board will do well to seek outside help. If they are and the board decides to do the search itself, it should contact the state association to give step-by-step information and assistance on how to proceed.

Why Would a Board Use Outside Help?
Most boards use outside help in conducting a superintendent search. An outside search firm fulfills the responsibilities that a superintendent would ordinarily fulfill in regular matters that come before the board of education. A consultant assisting a school board with a search should not make decisions for the board but should provide the board with information to make its decisions easier. When a board is determining whether or not it should use a consultant, several points should be considered:
Workload.

There is an enormous amount of work to be done in properly conducting a superintendent search. Brochures need to be developed; letters sent; telephone calls made; inquiries answered; files established for each candidate; credentials checked; certification assured. Usually it’s difficult to find staff members who have the expertise to do this and even if they do they already have a full-time job that must be done.

Local candidates.

School boards frequently are pressured to give preferential treatment to local candidates. If the board uses an outside firm to screen the candidates, it adds a measure of objectivity to the board’s consideration of candidates and takes much pressure off the board. This is especially true if a local candidate is eliminated in the screening process before it reaches the board.

Recruitment.

A good consultant recruits candidates for the superintendent position. The best candidates are frequently those people who are already working in a job that they do not wish to leave. A consultant may talk them into applying for the position. If a school board member were to use the same technique, the candidate might assume that the school board member is supporting his candidacy. Thus, if recruitment is part of the search, generally, it is better to use a consultant to assist the board.

How to Choose a Consultant

When the board is choosing a consultant it should give consideration to the following:

1. Experience. What kind of a record of success does the consultant have in helping school districts find a superintendent? Ask the consultant for the names of the districts where s/he has done a search and contact those districts to see what kind of satisfaction they have with his or work.

2. Cost. Most consultant firms are profit-making organizations. Some of them are quite expensive. Ask about the fees and before the search is begun, be sure you understand what the costs will be for the board of education.

3. Responsibilities. Be certain that the consultant clearly identifies what work s/he will do and what is to be done by the board.

4. Final decision. The final decision as to who will be the superintendent should be made by the board. Such a decision should not be turned over to a search committee, a consultant or anyone else because no one knows your district as well as you do, nor cares as much.

Is It Necessary to Conduct a Search?

Some school boards find that they have an excellent internal candidate that the board would like to promote without doing a search. It is not necessary to go through a search process when such a candidate exists. It is advisable, however, for the board to review its educational goals and draw up a list of criteria for the position. Then, interview the candidate very seriously to make sure s/he fits the position. Do not create the position to fit the candidate.

In some school districts, affirmative action plans or local requirements regarding posting of vacant positions may make it necessary to do at least a limited search and to interview more than one candidate.

What About an Interim Superintendent?

If your superintendent leaves before you can complete a search, the board will need to
name an interim superintendent to carry on the business of the district. You may have an assistant director or some other administrator you could call upon to serve as interim. The board should be certain to specify that an interim superintendent may not be a candidate for the position if the board is conducting a search. If he is allowed to be a candidate, it will likely reduce the number of applications the board receives because many potential applicants will consider the interim to be the leading candidate and to have an unfair advantage in the search. If an interim superintendent is a candidate for the position and also a school board employee, problems may result if he is not selected as the superintendent.

**Staff and Community Involvement**

It is important to involve your staff and community in the deliberations on the kind of leadership that’s needed in your district. This can be done by holding meetings of various employee and community groups including a meeting of the general public to discuss the matter. Participants should be asked opinions on the problems and/or challenges a new superintendent will face and the desirable qualities for a new superintendent. The information that comes from these meetings should be used to draw up a set of proposed criteria for the board to consider.

The board should not allow any group to have a dominant part in deciding who the superintendent will be. It is not wise to ask the public or any group to rank candidates as they come into the community. If the board asks for rankings of candidates, then people or groups are more likely to begin to work for and against various candidates, and it creates problems.

**Timeline**

An important task is to establish a timeline. The board may have a particular date in mind for the position to be filled. It usually works better to begin with a date that the process should be finished and work backward. Each step of the process will take a certain amount of time. The most time consuming step is the period after the announcements are sent out and the deadline for returning applications. At least four weeks should be allowed for this step.

In developing a timeline, boards must remember that Tennessee law places restrictions of board actions immediately preceding and following board member elections (TCA 49-2-203(a)(14)(A)). Specifically, the code states that boards may not terminate an existing contract or enter into a contract for employment during a period extending from 45 days prior to the general school board election until 30 days following such election.

**Wrapping Up the Process**

Each candidate, whether he was interviewed or not, should receive a letter from the board chairman thanking him for his interest and notifying him that he was not selected. This can be done in conjunction with the announcement of the filling of the position if it has not already been done.
Negotiating a Contract
When the board has decided who its choice for superintendent will be, the board chairman or another representative of the board needs to meet with that candidate to discuss contractual terms. These matters should have been touched upon in the final interview so that the board has some idea of the candidate's requirements.

The final contract should be reviewed by the school board's attorney to make sure it complies with all legal requirements.

As part of the negotiation, the candidate should be asked to have a complete physical examination at the expense of the board, simply to make certain that he is able to fulfill the job requirements of the superintendent.

Announcement
The final step in the superintendent search is the introduction of the successful candidate to the staff and the community. No announcement should be made until all contractual matters have been concluded in the contract that's been signed. The candidate must also have resigned formally from his previous position.

The announcement needs some coordination. The first to be notified would be the local staff. This is done by memo from the board chairman or by a copy of the announcement for the press. A written statement should be released simultaneously to all local news media, including weekly and daily newspapers, radio and television stations, and any other community publications. Biographical data and a photo of the new superintendent will be appreciated by the press.

An informal coffee hour can be held for the new superintendent, where people can drop by for a few minutes of conversation. These people who had input in the criteria developed for choosing a superintendent should be invited to such an event.
Suggested Timetable for Search

While searches often seem to take on a life of their own, an appropriate timetable, such as the one outline below, will provide an operational guideline. Depending on the time of year, and taking into account vacation and other schedules, a search will “normally” take four to six months.

<table>
<thead>
<tr>
<th>ACTIVITY</th>
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<tbody>
<tr>
<td>• Conduct community meetings to assist Board in the development of criteria for new superintendent</td>
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<tr>
<td>• Present proposed criteria to the Board for adoption</td>
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<td>• Preparation of descriptive materials, brochures and announcements</td>
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<td>• Advertising and solicitation of nominations and recommendations; processing and screening of candidate’s credentials</td>
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<tr>
<td>• Reviewing of selected candidates by consultant</td>
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<tr>
<td>• Investigation and evaluation of short-listed candidates</td>
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<tr>
<td>• Presentation of candidates to school board</td>
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<td>• School board interviews candidates</td>
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<tr>
<td>• School board focuses on one candidate at a time, conducts in-depth reference check</td>
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<td>• School board appoints superintendent</td>
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<tr>
<th>WEEK OF SEARCH</th>
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<td>24</td>
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FREQUENTLY ASKED QUESTIONS ABOUT APPOINTING A SUPERINTENDENT

1. Could a board extend a four-year contract to a director who has two years remaining on an appointed term of office?
   NO. A school board cannot legally extend the term of a four year contract with the director of schools during the contract term, effectively extending the contract more than four years from the original contract date, OAG 01-102 (6/22/91). Additionally, Tenn. Code Ann. § 49-2-203(a)(14) (A) provides that a local school board has a duty to “employ a director of schools under a written contract of up to four (4) years’ duration which may be renewed.” The Court found a significant difference between extension and renewal. Renewal is the “recreation of a legal relationship or the replacement of an old one” and the Court held that that this cannot be accomplished without affirmative action by the Board. Inaction would not suffice to renew the contract. Thus, a contract clause that purports to extend a four year contract based on the inaction of the board of education is invalid and beyond the scope of a board’s authority.

2. Could a board offer a four-year contract to a director and then simultaneously enter into another four-year contract?
   NO. An opinion issued by the Attorney General (95-082) stated that a board that attempted to simultaneously enter into both a four-year contract and additional four-year renewal for the same superintendent would appear to exceed the limited authority of the board.

3. Is a search required by law?
   NO. However some systems may be under affirmative action plans or court orders which may stipulate procedures of notification of vacancies which may include the position of superintendent. Boards may also have policies which require certain actions.

4. Must the board post the superintendent’s position as a vacancy?
   NO. The law does not require the posting of a superintendent vacancy however, each system should review, with the board attorney, its policies and/or any relevant court orders to determine if any requirement exists. As a matter of public policy, it would be prudent for a board to establish and publicize its procedure for selecting a director. Boards have a great opportunity to build public support by involving the community in this process. Likewise, the board that shuns public input and act in an arbitrary manner is likely to lose public support and fulfill the predictions of the naysayers who contend that the board appointment will be based on political rather than professional considerations.
5. **How should we involve the community in this process?**
   We suggest a series of open meetings be held in the community to solicit views for the desired qualifications of the director of schools as well as community expectations for the schools for the next three to five years. These meetings should be conducted as “hearings” and not become a session in which the board or administration defends or promotes current practices or policies; accordingly, the meeting should not become a complaint session used to attack the incumbent superintendent nor an endorsement campaign to promote a particular candidate. The moderator of these meetings should also provide a means for individuals to express their views in writing by responding to questionnaires and/or survey forms.

6. **What are the minimal qualifications for the superintendent? Can we require additional qualifications?**
   Tennessee law requires only a baccalaureate degree; however, the board may stipulate a preference for a higher degree, a certain amount of experience, etc. when it establishes criteria for selection.

7. **Are applications for the superintendent’s position subject to public inspection under the open records law?**
   YES. When any documents are received in a superintendent search by the board or the board’s consultant, those documents become a public record by virtue of the language included in Tenn. Code Ann § 10-7-503(f). This applies to any “natural person, corporation, firm, company, association or any other business entity” whether they be in state or out of state.

8. **Must the board interviews be conducted in public?**
   YES. The interviews conducted by the board are considered a public meeting; however, as with any other board meeting, only board members are entitled to participate in the interview process unless others are invited by the board to participate.

9. **What voting procedure should the board use?**
   At the onset of the selection process, the board should agree upon the vote required for the superintendent. The law requires a majority of the membership of the board but we recommend that every effort should be made to select a candidate who can receive a unanimous vote of the board. We suggest that written ballots be used to select the finalist(s). This allows each individual board member to simultaneously cast vote(s) for the preferred candidate(s). Once cast, the ballots MUST be publicly counted with the votes of each individual member revealed.

10. **Will the General Assembly amend the law and allow the local legislative body the option of continuing the election of superintendents?**
    Since the implementation of the Education Improvement Act in 1992, there have been bills introduced in the General Assembly each year that would return the state to a system of elected superintendents. TSBA’s Delegate Assembly has been steadfastly and overwhelmingly opposed to this legislation and thus far no bills have been successful. Tennessee schools need the best leaders available to continue the progress that has been made since 1992. Placing elected superintendents at the helm would accomplish little more than changing the focus from educating children to getting votes.
11. If the law is changed to go back to the elected superintendent, would that nullify existing employment contracts?
   NO. Article 1, Section 20 of the Tennessee Constitution states that “No retrospective law, or law impairing the obligations of contracts shall be made.”

12. Should we use a search consultant?
   Not every board needs to conduct a search or use a search consultant; however, every board should review its job description for a superintendent and consider the community's expectations for its schools. Even if the board knows who it wants as its next superintendent, it should ascertain that the person meets the established criteria and expectations of the position.

13. What is the fee for the use of a consultant?
   It depends upon the level of involvement and the total services the board wants. TSBA offers two types of searches. Plan 1 is $6,500 and Plan 2 is $11,500.

   - What are the advantages of using a consultant?
     Advantages of using a search consultant include:
     - Administrative tasks are handled without involving or burdening employees
     - Screening is done on locally developed criteria by a team of experts who are not politically involved.
     - Recruitment helps to upgrade the overall quality of the candidate pool.

14. Is there a minimum salary schedule for superintendents?
   YES. The state has a minimum salary schedule for superintendents; however, most boards exceed that minimum.
TSBA SUPERINTENDENT SEARCH SERVICES

The cost of a superintendent search varies according to the level of service desired by the board.

Plan 1 $6,500

- Advise and assist the board regarding the search process
- Publish descriptive brochure
- Distribute brochure to the following:
  - Each school system in Tennessee
  - Tennessee colleges/universities with teacher training programs
  - State school board associations in the southern region
- Advertise the vacancy via Web site
- Recruit candidates who meet the board's criteria
- Receive credentials from candidates
- Respond to inquiries regarding the vacancy
- Conduct checks of credentials and references
- Schedule interview dates with finalists
- Notify candidates who were not selected as finalists
- Provide interview guides for boards
- Assist the board with the development of an employment contract
- Negotiate the board's contract offer with the candidate

Plan 2 $11,500

- Provide all services listed in Plan 1
- Conduct up to 10 meetings with community groups
- Conduct individual interviews with each board member
- Report results of community meetings to the board
- Recommend criteria to be adopted by the board

Additional Advertising
At the Board's discretion, additional advertising in national publications is available on a per cost basis. These costs shall be paid by the Board.

Superintendent Evaluation $1,500
The search consultant will assist the board in conducting the first year of the new superintendent's performance evaluation, including the development of a performance agreement with measurable objectives. The consultant will guide the board through the entire evaluation process with the new superintendent during his/her first year of service with the board. The service is $2,000 when not included as a part of a superintendent search.

Guarantee
If a vacancy occurs during the two year period following the employment of the candidate recommended, the search consultant will advertise, recruit, screen and refer to the board additional candidates who meet the established criteria. This service will be provided without charge.

Other expenses which the board will incur include travel for community visitation to the current district of the finalist(s), travel expenses for the finalists, and meals for the Board and the finalists during the interview process.
INTERVIEWING SUPERINTENDENT CANDIDATES

Before the Interview
Before each candidate is interviewed by the board, each member of the board should study the resume’ of the candidate and jot down any questions related to it that s/he would want to ask. Each candidate should assume each member of the board is already familiar with the material provided in the resume’. There are so many things you’ll want to ask, do not ask questions that have already been answered in the resume’.

The Interview
There are some basic “do’s” and “don’ts” of interviewing that the board should be familiar with. To get the “don’ts” out of the way first, there are questions that may not be asked in a pre-employment interview, by law, no matter how curious a board member may be. In general, these questions deal with an individual's background and private life which have nothing to do with the candidate’s ability to do the job. For example, you may not inquire about the candidate’s marital status, religion, ancestry, family or national origin. A complete list of such questions is included.

The questions asked in an interview will stem from the criteria for selecting a superintendent, which the board has already adopted. They can be divided into two categories. The first will have to do with the candidate’s background and arise from the feeling that additional information, not available from the papers submitted, would be useful. For instance, “Tell us a little more about your experience with curriculum development” or, “You mentioned that you have been able to raise test scores in your district. How did you do that?”

The second category will be a list of questions that will be asked of all candidates. These questions will be based on the criteria developed for the search.

Arranging the Interview
Each candidate who visits the district should be interviewed by the board for approximately three hours in addition to another hour or so for dinner. Usually, the board will interview for an hour and a half, have dinner with the candidate, and conclude with another hour and a half interview after dinner. The conversation during dinner should be light and the time should primarily be used to give the candidate the opportunity to ask questions of the board. Otherwise, the candidate will not have time to eat.

It is extremely important that every board member be present for all interviews. It is unfair to a candidate for a member of the board not to be present at the time of the interview.

Setting the Scene
The purpose of an interview is twofold: to meet and assess the candidate and come to some conclusion as to how well s/he would lead the district in the direction that the board has chosen, and to convince the candidate that s/he should come to lead the district. In other words, while the board is carefully selecting the perfect candidate, the board must also remember to sell itself. Good candidates are not eager to move to a district where the board is uncertain of its role, divided on most opinions or squabbling among itself.

The interview should be designed to put the candidate at ease, in order to determine what his/her real strengths, knowledge, potential and personality are. Some candidates do not interview well just as some people do not test well, and it is worthwhile to make the interview situation as easy as possible in order not to lose an otherwise well qualified candidate.
The board chairman should welcome the candidate, introduce the board members and start the conversation rolling by asking the candidate to review briefly his educational and work history. From there you can go on to predetermined questions, keeping in mind the following points:

1. Be objective. Each board member should ask the same questions of each candidate.

2. Make sure that all questions are job related and usually require more than just a "yes" or "no" answer.

3. Ask follow-up questions to elicit genuine and revealing responses from the candidates. Do not be satisfied with stock and trade responses, but ask the candidate to explain, enlarge on, or further discuss the answer.

4. Take notes, but make them brief so that you do not miss part of the answer while you are writing. Maintain eye contact to assure the candidate that you are sincerely interested in him/her.

Make sure that the candidate is seated comfortably, where s/he can see and be seen by each board member, and has a place for any papers s/he may have brought. Allow the candidate some time to ask questions about the district. An excellent time for him/her to do this is during dinner. The board chairman may also allow him/her some additional time to ask questions near the end of the interview. The kind of questions s/he asks are as revealing as the answers s/he gives to yours.

In your questioning, avoid lengthy drawn out questions which are difficult to remember and stating your personal opinions in your conversation. This is not the time to begin a theoretical argument; you should listen much more than you talk.

At the conclusion of the interview, which should be at precisely the time scheduled, you should explain your projected timeline to the candidate to that s/he can have some idea of when to expect to hear from you.

**Pattern of the Interview**

A suggested pattern for an interview is as follows: Establish rapport, set the stage, probe significant areas and close interview.

**Establish Rapport**

The first brief step is to get acquainted and to put the candidate at ease. It usually helps in establishing a rapport if the candidate is given the opportunity to say some things about himself/herself.

**Set the Stage**

The next step involves letting the candidate know what you want to accomplish in the interview and how you will go about it. Setting the stage establishes control and it also takes some of the anxiety out of the interview. Explain to the candidate that each member of the board will be asking questions in a particular area, tell him/her when you will go to dinner and what s/he can expect there, and at what time the interview will conclude.

**Probe significant areas**

After you have set the stage, you should probe the significant areas in the candidate’s history. These are the areas that should be investigated to determine their relevance to the candidate’s employability. Thoroughly investigate each area that has a bearing on the criteria. Keep in mind that, while some things in the candidate’s past might provoke the interviewer’s natural curiosity, probing these areas will only cloud the employability decision. Compare the candidate’s past experiences in work or school with activities that will be required for the job the candidate is seeking.
Close the Interview
Finally, close the interview. Here you give the candidate the opportunity to relate any additional information that s/he feels is important. Also at this point, let the candidate know what comes next in the process.

Avoid quick first impressions
Board members should collect all of the information before forming judgment. This is easier to say than do. Research has indicated that interviewers have a strong tendency to form quick impressions in the first few minutes with a candidate and then spend the rest of the interview gathering data that supports their first impressions. While it is not easy to do, interviewers must work to avoid forming first impressions, whether positive or negative.

A quick impression could result from reading the candidate's resume or from some prominent characteristic such as the candidate's personal appearance or initial behavior. First impressions such as these might cause an interviewer to evaluate the candidate's qualifications in a more or less favorable light than warranted by the facts of the situation.

Maintain control of the interview
1. If the interviewer does not control the interview, the candidate will.
2. Control involves knowing in advance what information you need to collect, collecting this information in a systematic manner, and stopping when you have everything you need.
3. You can lose control by the type of questions you ask. “Can you......” allows the candidate the option of answering “no.”

Interviewing Fundamentals
An effective interview is dependent upon the use of good interviewing skills and sound decision making. Some basic interviewing fundamentals are listed below.

The past is always the best predictor of the future.
You are most likely to make reasonable decisions when you stick with demonstrated past performance in deciding a candidate’s employability. What the candidate has done in the past should be evaluated in terms of the criteria.

Be careful in the use of listening responses
1. Listening responses include the nod, the pause, casual remarks, echo, etc.
2. Listening responses are an essential part of everyday, normal conversation. While necessary to maintain rapport, they do provide feedback to the candidate.
3. The candidate is trying to please the interviewer and looks to the interviewers' listening responses for cues. While the absence of listening responses creates stress, listening should not be overly supportive. Examples:
   - Agreeing with the candidate's remarks
   - Making frequent compliments
   - Sympathizing with the candidate
   - Playing down the importance of unfavorable remarks
Some types of questions provide more meaningful answers than others

1. Good interviewing techniques are usually dependent upon the use of open questions.
   a) An open question is one that cannot be answered “yes” or “no.”
   b) Who, When, What, Why? – Will produce a longer and more meaningful response, “In what activities do you participate in your leisure time?” is a better question than, “Can you tell me about your leisure activities?”

2. The interviewer should talk no more than 15 to 20 percent of the time.

3. Avoid questions which rarely produce an answer that you can evaluate. “Did you like your work?” Instead, ask “What did you like about your work?”

4. Avoid leading questions. A leading question is one when the answer is implicit in the form of the question. “You do like to talk to people, don’t you?”

5. Do not ask discriminatory questions: questions regarding race, color, religion, sex, national origin or age.

6. Avoid the “dumb” question. A “dumb” question is one for which the interviewer already has the answer – and the candidate knows it. Do not use the interview just to verify information you already have. If you want the candidate to amplify or clarify, say, “tell me more about…….” The candidate will usually let you know when you ask a “dumb” question. “As I put it on my application…”
# EQUAL OPPORTUNITY EMPLOYMENT GUIDELINE

<table>
<thead>
<tr>
<th>Subject</th>
<th>Fair Pre-Employment Inquiries</th>
<th>Unfair and Illegal Pre-Employment Practices</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Age</td>
<td>Birth date and proof of true age</td>
<td>Any questions which imply preference for employee's age, unrelated to requirements of the position.</td>
</tr>
<tr>
<td>2) Arrests</td>
<td>None</td>
<td>Any inquiry related to arrests.</td>
</tr>
<tr>
<td>3) Citizenship</td>
<td>Applicant's eligibility for U.S. employment and the applicant's ability to provide proof of citizenship, visa or alien registration.</td>
<td>Any inquiry into citizenship which divulges the applicant's ancestry, national origin, birth, present citizenship. It is also illegal to require a birth certificate or baptismal record before hiring.</td>
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<tr>
<td>4) Convictions</td>
<td>Questions about convictions for offenses which reasonably relate to the applicant's fitness to perform the job. These questions are limited to convictions within the last 7 years. The 7 year period is based on the date of application.</td>
<td>Any inquiry about a conviction for an offense that does not reasonably relate to job performance or which exceeds the 7 year time limit.</td>
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<tr>
<td>5) Family</td>
<td>Applicant's ability to meet specific work schedules.</td>
<td>Specific inquiries concerning spouse, spouse's employment or salary children, child care arrangements, or other dependents.</td>
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<tr>
<td>6) Handicap</td>
<td>Concerning specific sensory, mental or physical handicaps which reasonably relate to job performance, or handicaps or health problems which may affect work performance or which may require special consideration in determining job placement.</td>
<td>General questions which divulge handicaps, or health questions which do not reasonably relate fitness to job performance. For example: “Do you have any handicaps?”</td>
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<tr>
<td>Subject</td>
<td>Fair Pre-Employment Inquiries</td>
<td>Unfair and Illegal Pre-Employment Practices</td>
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<td>7) Height and Weight</td>
<td>Questions concerning the ability to perform actual job requirements. (Being a certain height or weight is not considered a job requirement unless the employer can show that an employee with an ineligible height or weight could not do the work because of height or weight.)</td>
<td>All inquiries which are not based on actual job requirements.</td>
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<tr>
<td>8) Marital Status</td>
<td>None</td>
<td>Format of written questions: ( ) Mr. ( ) Mrs. ( ) Miss ( ) Ms. Whether the applicant is married, single, divorced, separated, engaged, widowed, etc.</td>
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<td>(also refers to Name and Family)</td>
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<td>9) Military</td>
<td>Questions about education, training, or work experience acquired in the armed forces of the U.S. Questions about type and dates of discharge may be asked if an applicant claims veteran's preference.</td>
<td>Type or conditions of military discharge. Whether an applicant has experience in other than U.S. armed forces. Requests for discharge papers.</td>
</tr>
<tr>
<td>10) Name</td>
<td>Whether applicant has worked for your company, organization or institution under a different name, and if so, what name. Name applicant is known to references.</td>
<td>Questions about original name; has the name been changed by court order or marriage. Inquiries which could divulge marital status, ancestry, or national origin.</td>
</tr>
<tr>
<td>11) National Origin</td>
<td>Questions about foreign language skills if those skills are job requirements.</td>
<td>Inquiries into applicant's ancestry, national origin or birthplace. Inquiries about the national origin of applicant's parents or spouse.</td>
</tr>
<tr>
<td>12) Organizations</td>
<td>Questions about organization membership unless such membership is an indication of race, color, creed, sex, marital status or national origin.</td>
<td>Requirements that applicant's list all organizations, clubs, to which he or she belongs.</td>
</tr>
<tr>
<td>Subject</td>
<td>Fair Pre-Employment Inquiries</td>
<td>Unfair and Illegal Pre-Employment Practices</td>
</tr>
<tr>
<td>------------------</td>
<td>-----------------------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>13) Photographs</td>
<td>None. May be requested after hiring for identification purposes.</td>
<td>Mandatory or optional request that applicant submit a photograph before hiring.</td>
</tr>
<tr>
<td>14) Pregnancy</td>
<td>Inquiries which are made to males and females concerning any anticipated absences and expected duration of employment.</td>
<td>All questions about pregnancy medical history concerning pregnancy and related matters.</td>
</tr>
<tr>
<td>15) Race</td>
<td>None</td>
<td>Any inquiries concerning race, or color of skin, hair, eyes, etc.</td>
</tr>
<tr>
<td>16) Relative(s)</td>
<td>Names of applicant’s relatives already employed by company, institution or organization.</td>
<td>Names and addresses of any relative other than those employed.</td>
</tr>
<tr>
<td>17) Religion or Creed</td>
<td>None</td>
<td>Inquiries concerning applicant’s religious denomination, religious affiliation, church, parish, pastor, or religious holidays observed.</td>
</tr>
<tr>
<td>18) Residence</td>
<td>Mailing address and telephone number.</td>
<td>Names or relationship of people living with applicant; whether applicant owns or rents his or her home.</td>
</tr>
<tr>
<td>19) Sex</td>
<td>None</td>
<td>All inquiries.</td>
</tr>
</tbody>
</table>
30 INTERVIEW QUESTIONS YOU CAN’T ASK AND 30 LEGAL ALTERNATIVES

In every job interview, the goal is to obtain important information while building a friendly rapport with the candidate. But some questions are just a little too friendly. Protect yourself and your company from legal trouble and embarrassment by avoiding the wrong questions while still getting to the root of the concern behind the question. Read on for 30 ways to turn litigious questions into insightful, legal alternatives.

Nationality
Certainly, you want to be sure that a candidate can legally work for you, but it’s important to be careful how you ask. These questions address citizenship, language and other touchy subjects.

1. **What you can’t ask**: Are you a U.S. citizen? Although this seems like the simplest and most direct way to find out if an interviewee is legally able to work for your company, it’s hands-off. Rather than inquiring about citizenship, question whether or not the candidate is authorized for work.

   **What to ask instead**: Are you authorized to work in the U.S.?

2. **What you can’t ask**: What is your native tongue? Finding out about a candidate’s native language may seem like a good way to find out about their fluency, but you may offend applicants that are sensitive to common assumptions about their language. Additionally, as an employer, it’s not your concern how the applicant attained fluency in a language — just that they are fluent.

   **What to ask instead**: What languages do you read, speak or write fluently?

3. **What you can’t ask**: How long have you lived here? Familiarity with local culture may be important to the position, but it’s important not to ask about a candidate’s residency in the country or region directly. Rather, ask about their current situation, and they may volunteer information about their past along the way.

   **What to ask instead**: What is your current address and phone number? Do you have any alternative locations where you can be reached?

Religion
Religion is a subject that should be treaded upon lightly at the office, and even more so in interviews. Protect yourself from overstepping the boundaries but still get the information you need with these questions.

1. **What you can’t ask**: What religion do you practice? You may want to know about religious practices to find out about weekend work schedules, but it’s imperative that you refrain from asking directly about a candidate’s beliefs. Instead, just ask directly when they’re able to work, and there will be no confusion.

   **What to ask instead**: What days are you available to work?
2. **What you can't ask:** Which religious holidays do you observe?
   Again, scheduling is important, but don’t risk stepping on toes to find out what you need to know. Simply confirm that your interviewee can work when you need them to.

   **What to ask instead:** Are you able to work with our required schedule?

3. **What you can't ask:** Do you belong to a club or social organization?
   This question is too revealing of political and religious affiliations and candidates are not required to share such information with potential employers. Additionally, this question has little to no relation to a candidate’s ability to do a job. For this question, it’s important that the wording focuses on work.

   **What to ask instead:** Are you a member of a professional or trade group that is relevant to our industry?

**Age**
Maturity is essential for most positions, but it’s important that you don’t make assumptions about a candidate’s maturity based on age. Alternately, you have to be careful about discrimination towards applicants nearing retirement. These questions will keep you in the clear.

1. **What you can’t ask:** How old are you?
   While it seems like a simple question, it’s in fact quite loaded. Knowledge of an applicant’s age can set you up for discrimination troubles down the road. To be safe, just ensure that the candidate is legally old enough to work for your firm.

   **What to ask instead:** Are you over the age of 18?

2. **What you can’t ask:** How much longer do you plan to work before you retire?
   Again, asking this question opens up discrimination troubles. While you may not want to hire an older worker who will retire in a few years, you can’t dismiss an applicant for this reason. Instead, see what the candidate’s plans are for the future; they may plan to work for a number of years.

   **What to ask instead:** What are your long-term career goals?

**Marital and Family Status**
These questions primarily concern women with children, but they’re applicable to everyone. Ensure that you don’t make assumptions, and avoid embarrassing candidates by using the following questions.

1. **What you can’t ask:** Is this your maiden name?
   This question, like many others, may seem innocent and simple, but it’s off-limits. A woman’s marital status isn’t something that’s required to be shared with employers. Instead, verify whether or not she’s gained experience using any other names.

   **What to ask instead:** Have you worked or earned a degree under another name?

2. **What you can’t ask:** Do you have or plan to have children?
   Clearly, the concern here is that family obligations will get in the way of work hours. Instead of asking about or making assumptions on family situations, get to the root of the issue by asking directly about the candidate’s availability.

   **What to ask instead:** Are you available to work overtime on occasion? Can you travel?
3. **What you can't ask:** Can you get a babysitter on short notice for overtime or travel? Don't make the mistake of assuming that a candidate has children or that they don't already have proper child care plans. As with many other questions, the key here is to ask directly about availability.

   **What to ask instead:** You'll be required to travel or work overtime on short notice. Is this a problem for you?

4. **What you can't ask:** Do you have kids? This one is for positions in which the candidate may work with children. The added experience of children at home may be a bonus for you, but it's not an employer's place to ask about this. Rather, inquire about the candidate's experience, and they may volunteer this information to you anyway.

   **What to ask instead:** What is your experience with "x" age group?

5. **What you can't ask:** Who is your closest relative to notify in case of an emergency? Although not especially offensive, this question makes assumptions about the candidate's personal life. They may not be close to relatives and instead prefer to list a friend or caretaker.

   **What to ask instead:** In case of emergency, who should we notify?

6. **What you can't ask:** What do your parents do for a living? Asking a candidate about their parents can reveal a lot, but it's not directly related to their future performance in a position. However, if you are trying to find out if your candidate's family has traditionally worked in your industry, this question is a good way to find out.

   **What to ask instead:** Tell me how you became interested in the “x” industry.

7. **What you can't ask:** If you get pregnant, will you continue to work, and will you come back after maternity leave? Ultimately, you want to invest your time in a candidate that will stick around, but you can't ask a woman to share her pregnancy plans, or lack thereof, with you. Discuss her general plans for the future to gauge her commitment level, baby or not.

   **What to ask instead:** What are your long-term career goals?

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**Gender**

Once you've reached the interview stage, a candidate's gender is almost always clear. It is important, however, to ensure that you don't make assumptions about a person's abilities based on this information.

1. **What you can't ask:** We've always had a man/woman do this job. How do you think you will stack up? Leave gender out of this question, and you should be fine. Inquire about the applicant's ability to handle the job, but don't ask directly about how being a man or woman could affect it.

   **What to ask instead:** What do you have to offer our company?

2. **What you can't ask:** How do you feel about supervising men/women? This question, although it may seem like a valid concern, is not acceptable. The candidate may not have any issues working with the opposite or same sex, and you'll seem crass for even bringing it up.

   **What to ask instead:** Tell me about you previous experience managing teams.
3. **What you can’t ask:** What do you think of interoffice dating?
The practice of interoffice dating can be distracting, break up teams and cause a number of other problems in the workplace. But asking this question makes assumptions about the candidate’s marital status and may even be interpreted as a come-on.

*What to ask instead:* Have you ever been disciplined for your behavior at work?

**Health and Physical Abilities**
Your employees’ health and abilities may be essential to getting the job done, but it’s important to avoid assumptions and discrimination. Stick to these questions in order to avoid embarrassment and legal troubles.

1. **What you can’t ask:** Do you smoke or drink?
   As an employer, you probably want to avoid someone who has a drinking problem or will take multiple smoke breaks throughout the day. It’s even a concern for insurance. Instead of asking about this directly, find out if they’ve had trouble with health policies in the past.

   *What to ask instead:* In the past, have you been disciplined for violating company policies forbidding the use of alcohol or tobacco products?

2. **What you can’t ask:** Do you take drugs?
   This question is just a simple confusion of terms. Your interviewee may think you’re asking about prescription drugs, which is off-limits. Make sure you specify that you want to know about illegal drug use instead.

   *What to ask instead:* Do you use illegal drugs?

3. **What you can’t ask:** How tall are you?
   In a labor environment, height may be essential to the job, but this question is too personal. As with many of these questions, it’s best just to ask directly about the candidate’s ability to do what’s required of them.

   *What to ask instead:* Are you able to reach items on a shelf that’s five feet tall?

4. **What you can’t ask:** How much do you weigh?
   This highly personal question is embarrassing for most and is not necessarily relevant to a candidate’s ability to do even a physical-labor job. Avoid making assumptions, and ask about abilities directly.

   *What to ask instead:* Are you able to lift boxes weighing up to 50 pounds?

5. **What you can’t ask:** How many sick days did you take last year?
   No one wants a flaky employee, but even the most dedicated workers get sick every now and then. Take a look at missed days as a whole to measure the candidate’s commitment.

   *What to ask instead:* How many days of work did you miss last year?

6. **What you can’t ask:** Do you have any disabilities?
   Disabilities, whether they’re physical or mental, may affect a candidate’s ability to do the job, but it’s critical that you avoid asking about them. Rather, find out if the applicant can handle doing what’s required.

   *What to ask instead:* Are you able to perform the specific duties of this position?
7. **What you can't ask:** Have you had any recent or past illnesses or operations? Again, gauging commitment is important, but illness isn't something that most people can help. The answer here is to make sure that the candidate can perform the job while avoiding questions about his or her physical abilities.

   **What to ask instead:** Are you able to perform the essential functions of this job with or without reasonable accommodations?

**Miscellaneous**

Avoid interviewing gaffes by sidestepping these questions about residence, legal troubles and military service.

1. **What you can't ask:** How far is your commute? Although hiring employees who live close by may be convenient, you can't choose candidates based on their location. Find out about their availability instead.

   **What to ask instead:** Are you able to start work at 8 a.m.?

2. **What you can't ask:** Do you live nearby? If your candidate lives outside of the city your company is hiring in, it may be necessary to have them move to your area. But again, you can't discriminate based on location. Rather, find out if the applicant is willing to move closer to the office.

   **What to ask instead:** Are you willing to relocate?

3. **What you can't ask:** Have you ever been arrested? In sensitive positions, like those that deal with money, you may want to find out about your candidate's legal fortitude. But ensure that you ask only directly about crimes that relate to your concern.

   **What to ask instead:** Have you ever been convicted of “x” (fraud, theft and so on)?

4. **What you can't ask:** Were you honorably discharged from the military? A bad military record can be illuminating, but you can't ask about it. Instead, ask about the candidate's experience, and they may volunteer this information on their own.

   **What to ask instead:** Tell me how your experience in the military can benefit the company.

5. **What you can't ask:** Are you a member of the National Guard or Reserves? Losing an employee to military service can be disrupting, but it's critical that you don't discriminate based on assumptions of a candidate's upcoming military commitments. Find out what their plans are for the short term instead.

   **What to ask instead:** Do you have any upcoming events that would require extensive time away from work?
CRITERION 1

AN EFFECTIVE COMMUNICATOR who listens carefully to individual and community concerns and who involves people in decisions that affect them; one who can effectively utilize both oral and written communication and be an effective spokesperson for Progress County schools; one who can build confidence and respect while communicating the needs of the schools.

1. Tell us about an experience which demonstrates that you are a good listener and an effective communicator.

2. What have you done to help the public understand the needs of your school system?

3. Tell us about an instance where you have been an effective "champion for public schools."

4. What have you done to enhance school relationships with the media?

5. What measures have you found to be effective for building the public's confidence in schools?

6. What have you done in the past to enhance communication between your office and the board of education?

Rate this candidate in the following areas:

- Listening
- Oral skills
- Writing skills
- Vocabulary/verbal skills

Total Dimension Rating (total/10)
When a vacancy occurs, the appointment of a director of schools is a function of the board. The board is responsible for finding the person it believes can most effectively translate into action the policies of the board and the goals of the community and the professional staff.

The board may employ a consultant to advise and assist the board in the search and selection process. However, final selection shall rest with the board after a thorough consideration of qualified applicants. An interim director of schools appointed during the time of a search shall not become a candidate unless the board expressly permits such inclusion in the selection procedures. A board member may not apply for or in any other way be considered for the position of director of schools.

If the board chooses to conduct a search to fill the position, the board shall initially develop the following:

1. A job description;
2. A timeline;
3. A process for accepting and reviewing applications; and
4. Selection procedures which shall include, but not be limited to, the following:
   a. The board may invite the community, including board employees, to participate in the process of selecting a director of schools. Resumes of persons interviewed by the board shall be available in the central office for public inspection.
   b. The interview process for each finalist shall include meetings with various staff and community groups and an interview with the entire board.
   c. Candidates shall be interviewed by the board in an open session. Only board members will be allowed to ask questions during the interview.
   d. The board shall attempt to select a director by unanimous vote, but a simple majority vote of the membership of the board shall be required for the appointment of a director of schools.

Legal References

1. TCA 49-2-203(a)(14)
2. TCA 49-2-203(a)(1)(D)
3. TCA 49-2-203(a)(14)(B)
Chapter 3

The Superintendent’s Contract
The Superintendent’s Contract

Division of Roles and Responsibilities
The division of roles and responsibilities is implicit in the employment contract entered into by the school board and its chief executive officer. The contract not only specifies the terms and conditions of the superintendent’s employment, including what the board expects from the superintendent, but also exemplifies the employment relationship between the superintendent and the board.

A time for assessment
The superintendent selection process offers a board the opportunity to assess the district’s educational needs. The board could decide to maintain the status quo or change the district’s professional leadership, educational priorities and programs. At the outset of the selection process, the board should reach some consensus on the elements of the superintendent’s job description, superintendent evaluation procedures and the elements of the superintendent’s contract. It is unwise to wait to define the terms of the contract until after the selection process is complete and the superintendent has been introduced to the public.

Legal review
The proposed superintendent’s contract should be reviewed with legal counsel before initiating the search process. This preliminary review is intended to determine the terms and conditions of the contract that may be incorporated into the job recruitment announcement. The board should ask its counsel to draft a proposed contract and make copies available to superintendent candidates by request.

This chapter identifies items that could be included in a contract. Some sections may need to be deleted, and others may be added or revised. Before agreeing on final contract provisions, both the school board and the prospective superintendent should have their respective attorneys review the mutually agreed upon employment contract to ensure proper form and legality.

Contract Basis
A contract is a legal agreement between the parties, not a general policy document. School board policies should not be incorporated into the contract, mainly because policies change.

Contract benefits
For the school board, the contract offers an opportunity to:
1. Communicate what the board expects of the superintendent.
2. Ensure stability in the administrative leadership of the district.
3. Express publicly the importance of the superintendent.
4. Guarantee responsibility for maintaining quality control over the board’s policies and programs.
5. Establish or enhance a positive image for the district.

For the superintendent, the contract offers an opportunity to:
1. Be recognized as the professional administrative leader of the district’s schools.
2. Establish the nature and scope of the board’s expectations.
3. Communicate what the superintendent expects of the board.
4. Secure sufficient time to institute the superintendent’s recommendations.
5. Obtain an employment contract for a certain time.
6. Be assured of personal compensation for a stipulated employment period.
The superintendent's contract represents the basic document established by the board for the performance of the superintendent. A well-defined contract, in addition to appropriate board policies, provides reasonable assurances of what the board and people of the district can expect to receive for the compensation and other benefits provided to the superintendent.

**The Superintendent’s Contract**

Every superintendent has an employment contract, whether formally written or implied from the circumstances. The fact that a superintendent is working and being compensated by a school board indicates the existence of a contractual employment relationship between the school district and the superintendent, even without a written agreement. To avoid confusion, every superintendent must receive a written agreement. TCA 49-2-203(a)(14)(A) stipulates that the superintendent be employed under a written contract.

**Employment Contract: Expressed or Implied**

The superintendent and the school board should brief new school board members on the contract as they take office. Each new member should receive a copy. It is important that new board members know they are parties to, and are bound by, the contract even though it may have been approved by their predecessors. This, of course, is the case for all other similar contracts or board policies.

**Elements of a Contract**

In this section, possible elements of a superintendent’s employment contract are identified and briefly described.

**Preamble**

The preamble is the introductory section of the employment contract. It usually is characterized by a series of “whereas” clauses generally explaining the contract’s purposes.

**Term**

This section should set forth the period of time the employment contract is in effect. It also should include a provision for extensions of the term. A two-year term may be appropriate in some cases, and a three- or four-year term in others. The maximum length of a superintendent’s contract in Tennessee is four years.

Ideally, the accountability of the new superintendent should rest on those programs and operations over which he or she has some control. Time also is necessary for developing a smooth working relationship between a superintendent and school board. The time factor should be balanced, however, with the need of the board to act expeditiously in the best interests of the district if the superintendent fails to measure up to expectations.

**Extension and non-renewal**

The Attorney General (OAG 01-102) has stated that a contract may not be extended beyond four years; therefore, automatic extensions or roll overs, which typically provide that the contract is automatically extended if the board does not act to the contrary by a specified date, will cause problems for both the school board and the superintendent. As stated in his opinion:

The statute provides that the contract with the Director of up to four years’ duration may be renewed. The law does not state that term of the contract may be extended. The common law recognizes a distinction between “renew/renewal” and “extend/extension.”
Rather than extending the contract, the board may consider a contract renewal. A new contract should be written upon renewal. This approach may result in both parties looking at other clauses in the existing contract.

**Contract Termination**

Employment contracts are terminated either voluntarily or involuntarily. Voluntary termination can occur when the term of the contract expires and it is not renewed, or when both parties agree to end the relationship.

Involuntary termination can occur during the term of the contract if the school board no longer wants the superintendent to manage the school system. However, the superintendent has a proprietary interest in the contract, and any dismissal process must be accomplished in such a way that the board is not liable for violating any constitutional rights.

**Due process**

The right to a hearing before the school board for a mid-term contract termination is required by law. The specific procedures and rules governing such hearings are controlled by state law and board policy. The board should work closely with legal counsel to avoid a wrongful termination, which may result in either a breach of contract or a violation of a constitutional right.

**Goals and objectives**

Although the board has the right to establish goals and objectives without agreement with the superintendent, the board should cooperate with the superintendent by receiving his or her recommendations, suggestions and ideas.

**Performance evaluation**

The board is responsible for developing evaluation procedures and criteria. While mutual consent is not required, the development of these procedures should be done in cooperation with the superintendent. As in the development of goals and objectives, the format for evaluation should be realistic in terms of both superintendent and board capability.

The superintendent should be evaluated on the basis of board policy. It is neither necessary nor desirable to stipulate details of the formal evaluation procedures in advance of, or as part of, the contract.
These are policy matters. However, be aware that the evaluation process itself has many implications.

**Compensation and benefits**

The superintendent’s salary and fringe benefits should be spelled out in the employment contract and be considered independently of the benefits other employees receive. As the district’s chief executive officer, the superintendent is responsible for making recommendations to the board on the benefits for other district employees. School boards always should place in the contract a declaration that the provision of any fringe benefit is subject to the U.S. Internal Revenue Code, and that there is no promise to reimburse the superintendent for tax liability should any or all of the fringe benefits be taxable.

The fact that the superintendent is responsible for his or her own federal, state and local tax is important and should be clearly stated in the contract. This is especially vital as the parties consider various compensation benefits, such as insurance, annuities, reimbursement for out-of-pocket expenses, housing allowances, district automobile and the like.

**Salary of the superintendent**

The annual salary of the superintendent should be specified in words, as well as in figures. The board should have the unilateral right to adjust the salary upward at any time through amendment to the contract. The payment method should be set out in the contract, BUT SHOULD NOT be linked directly to payment schedules for other employees.

**Annuities and defined compensation**

Superintendents who cross state lines to accept new professional opportunities often are unable to take their state pensions with them. Therefore, the offer to purchase a tax-sheltered annuity can be an added inducement.

Another approach to supplementing the superintendent’s retirement is a plan by which the superintendent agrees to defer a portion of his or her salary in a tax-sheltered plan of some kind. There may or may not be some matching of this contribution by the school board.

**Vacation**

The amount of vacation time should be spelled out in the contract. Consideration should be given to whether any, part or all of unused vacation time can be carried over from year to year. Some districts have a “use it or lose it” policy, while others permit a liberal carry over. If there is no limit on carry over, the school system may be faced with a large payment when employment ceases.

**Medical exam**

The board may wish to have a pre-employment comprehensive medical examination, but care must be exercised that the examination is not used in such a way as to violate anti discrimination laws. The board may require the superintendent to have an annual medial examination at district expense. The results of the examination must be kept confidential. However, they should be available on a confidential basis to the board chairman or other board members, as the board decides. It may be advisable to stipulate in the contract how the examining physician will be selected: by the superintendent’s choice, the district’s choice or by mutual agreement.

**Sick leave**

The contract should indicate the number of sick days per year that are earned by the superintendent, as well as the number of sick days that may be accumulated. The contract also should indicate whether the superintendent will be paid at the end of his or her employment for any unused sick time. The board may want to give credit for sick leave from a previous employer.
Disability insurance

The district may purchase disability insurance for the superintendent, providing this coverage is to the advantage of both the superintendent and the district. This insurance may take a variety of forms:

- A general disability policy applicable to other employees; and
- A special disability policy that addresses the special needs of the superintendent – such as when the superintendent has not worked in the state long enough to be eligible for teacher retirement benefits, or when the superintendent is vested in the state retirement system.

The contract should contain provisions related to possible temporary or permanent disability of the superintendent. Here, the board may grant the superintendent a leave of absence for unpaid temporary disability at any time that the superintendent’s condition interferes with the performance of regular duties. This leave of absence should not be invoked unless all accrued vacation and sick leave have been exhausted. The board may place the superintendent on leave of absence for temporary disability if, in its judgment and in consultation with a physician of its choice who has performed a thorough medical examination of the superintendent, the superintendent’s condition interferes with the performance of regular duties. The board may obtain a second opinion from another licensed physician at its discretion. Costs of such physical examinations should be paid by the district. In the event that the leave for temporary disability exceeds a predetermined number of days, the board may provide for termination of the contract.

Life insurance

A contract provision including life insurance might take a number of forms, including these:

Term Insurance. Provides insurance only, with no accumulation of cash value.

Paid-up life insurance. A one-premium payment that provides insurance coverage at the face value of the policy. The insurance also has a cash value that can be borrowed against or cashed in. This insurance would become the property of the superintendent, whether or not he or she remains with the district.

Whole-life insurance. Consists of payments to the insurer in excess of the insurance cost. There is an accumulating cash value that can be borrowed against or cashed in. However, payments would be made by the district only during the term of employment.

Another option might be explored with the district, particularly by those superintendents considering retirement at the end of the contract term. That option could allow voluntary payment of premiums by the superintendent, or by the district, which would permit the retention of group insurance benefits after retirement.

Professional growth

The board should encourage the superintendent to attend appropriate professional meetings at the local, state and national levels, provided that such attendance does not interfere with the proper performance of the superintendent’s duties. The superintendent should be reimbursed for actual and necessary expenses in carrying out professional activities and in attending professional meetings. Reimbursement should be paid upon submission of an authorized statement for approval by the board.
Professional development and organizational membership
The district may wish to pay for the superintendent's subscriptions to professional journals and memberships in professional, civic and service organizations. These payments may include dues to state, national and local administrator groups. However, the board may retain the right to approve payments for publications and memberships, usually through policy.

Automobile
The board may wish to provide an automobile for use by the superintendent during the term of the contract. Costs for operating the vehicle for business uses should be borne by the school district. Automobile insurance, the type and limits for which should be determined by the board, should be paid for by the school district. On the other hand, the board may wish to provide the superintendent with a monthly stipend for the use of his or her own car.

Liability insurance coverage
The school board should provide for the defense or hold its chief executive harmless from lawsuits brought against the superintendent while he or she is acting in an official capacity, where permitted by state law.

Contract provisions will need to be restricted to those incidents where state law will permit such indemnification. The contract also should exclude criminal penalties or punitive damages. The indemnification obligation should be limited to demands, or claims, suits made by third parties asserting liability because of acts committed within the superintendent’s scope of employment.

The district is not required to pay costs of legal proceedings when the district and superintendent have adverse interests in litigation, including a demand or claim made by the board against the superintendent. The district’s legal counsel or insurance consultant should carefully review and explain the possible implications of any liability clause. It is recommended that indemnification not extend beyond that which can be supported by insurance.

Outside activities
The board may wish to provide the superintendent with other avenues of growth within the profession...stipulating, for example, that the superintendent may serve as a consultant, write, speak or engage in other short outside activities approved by the board. In all instances, however, the superintendent must remember that his or her first duty is to the business of the school district, and the board may wish to place limitations on the number of days that a superintendent may engage in outside activities.

Moving expenses and housing
When applicable, part of a package to recruit a new superintendent may be provisions that reduce or eliminate the financial burden of moving. This package could include actual moving expenses, reimbursement for house-hunting trips for the prospective superintendent and his or her spouse, and temporary housing until the new home is ready.

Travel Expenses
The board should pay the actual costs incurred by the superintendent for reasonable out-of-district travel in the performance of the superintendent's duties. Reimbursement should be in accordance with board policy.
**Savings clause**
Every contract should contain a clause that states, if any portion of the contract is or becomes illegal, the remainder of the contract remains intact and the parties are bound by the remainder. A board cannot predict when certain fringe benefits may be restricted by law, or when the powers and duties of the superintendent may be changed by the state.

**Important items not in contract**
Other items might be part of the inducement to a prospective superintendent to move to a new community, but may not be appropriate for the contract itself. Such inducements might include assistance to help find suitable employment for the spouse, help in finding mortgage assistance in the purchase of a house, or the provision of information on the professional services available in the area.

**Approval process and aftermath**
The employment contract should be approved in a public meeting of the school board and made a part of the public record of that meeting. It should be signed by the superintendent and by the chairman or president of the board in the name, and on behalf, of the school board. All members of the board are not required to sign the contract. Before the official signing, attorneys for the superintendent and the board should have adequate time both to review the employment contract and to advise their clients on all of its aspects.

Not all employment issues can be, or should be, settled by the contract. Written school board policies are indispensable in filling any gaps. The board’s legal right and responsibility to adopt policies should not be abrogated by an employment contract.
SAMPLE

CONTRACT OF EMPLOYMENT

BETWEEN

[NAME OF DIRECTOR]

AND THE

[NAME OF SYSTEM] BOARD OF EDUCATION

This Employment Contract is entered into this ___ day of ____, 20__, by and between, the _______ County Board of Education, hereinafter called the “Board”, and Dr./Mr./Ms. _________________, hereinafter called the “Director”. The Board and the Director, for the consideration herein specified, agree as follows:

TERM OF CONTRACT

The Board, in accordance with its action as found in the Minutes of its meeting held on the ___ day of ____, 20__, hereby employs, and the Director hereby accepts employment as Director of the _______ County School System for a period of [number spelled out] (X) years [up to a maximum of 4] commencing on the 1st day of ___________, 20__, and ending on the 30th day of June, 20__.

The Director shall assume responsibilities of the position effective [Date].

DUTIES

Director shall have charge of the administration of the schools under the direction of the Board. S/he is the chief executive officer of the Board; shall direct and assign teachers and other employees of the schools under her/his supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District; shall select all personnel and pursuant to Board policy recommend exemplary teachers for tenure consideration. She/he shall from time to time suggest regulations, rules and procedures deemed necessary for the well ordering of the school district; and in general perform all duties incident to the office of the Director and such other duties as may be prescribed by the Board from time to time.

The Director shall perform the duties specified in Tennessee Code Annotated as well as those listed in the job description for Director as adopted by the Board, or as it may be amended from time to time during the term of this Contract. Such job description, as so amended, is hereby incorporated in this Contract by references as if fully stated herein.

The Director shall devote such time and energies as are necessary to perform the duties specified in the job description. These duties will generally be performed during normal business hours, but it is expressly agreed that the duties of this position will require the Director to work during times other than normal business hours.
The Board agrees that no policy or bylaw of the Board shall diminish the Director's legitimate power or authority. Moreover, all duties assigned to the Director by the Board should be appropriate to and consistent with the professional role and responsibility of the director.

The Director shall reside within the boundaries of the school district throughout the term of the contract. The contract will be voided if the Director does not meet the residency requirement.

**REFERRALS TO DIRECTOR**
The Board of Education, collectively or individually, shall promptly refer to the Director all criticisms, complaints and suggestions called to their attention relative to Director or the School District for the Director's study and recommendation.

**LOYALTY**
The Director shall devote full time, attention, knowledge and skills solely and exclusively to the business and interests of the Board of Education and the _______ County School District. The Director may, however undertake consulting work, speaking engagements, writing, lecturing or other activities which do not interfere with the discharge of Director's duties and responsibilities thereunder. The determination of the Board of Education as to whether such other work interferes with the discharge of Director's duties and responsibilities thereunder shall be conclusive.

**COMPENSATION**
The annual salary of the Director for the fiscal year July 1, 20_ through June 30, 20_ shall be $_________
The annual salary of the Director will be paid in equal monthly installments in accordance with the standard policy of the Board governing payment of professional staff members in the school division and prorated if this contract is initiated on a date other than July 1. The annual salary of the Director may be adjusted or increased by amendment for any subsequent fiscal year during the term of this Agreement. Annual salary increases for the Director shall equal no less than the average increase approved by the Board for instructional personnel for the corresponding fiscal year unless the Director has received an unsatisfactory performance evaluation. In no event shall the Director's salary be reduced except as provided by law. Any adjustments to the annual salary for subsequent years during the term of this Agreement shall be in writing and shall be in the form of an amendment or addendum to this Agreement.

**AUTOMOBILE EXPENSES**
Options:
- Provision of a Board-owned car.
- Provision of a Board-leased car.
- Flat rate each month.
- Flat rate plus mileage.
- Mileage reimbursement at a rate equal to the District-established rate or the Internal Revenue Services rate.
MOVING EXPENSES
The Board shall reimburse the Director for documented expenses incurred in moving his family, furniture, household goods and related personal belongings from ______________ to _________ County, TN. The Director shall provide the Board with at least three bids from moving companies for these expenses. Additional Option [In addition, the Board will pay the Director $1000 (one-thousand dollars) per month for relocation expenses during each of the first three (3) months of employment.]

HOUSING
Options may include:
- Temporary Housing. Board agrees to provide temporary housing for a number of months.
- Permanent Housing. Board authorizes the Director to reside in Board-owned/leased residence rent-free and pay for mutually agreed to utilities and maintenance expenses. Language should be as detailed and as specific as possible, including a security deposit requirements, if any.
- Housing Allowance. Board agrees to provide a specific amount to the Director each month for housing expenses. Provision for housing support should be seriously considered when there is an expectation that the Director reside in the District and the cost of housing is prohibitive-ly expensive. A benchmark could be when the cost of housing exceeds 25 percent of the Directors salary.
- None.

INSURANCE BENEFITS
A. Health and Major Medical. The Board shall pay the premium for the Director's individual coverage in the State of Tennessee's Teacher Group Insurance Program.
B. Disability Insurance. Upon employment, the Board shall provide the Director with disability insurance coverage provided to other certified employees.

MEMBERSHIP DUES
The Board shall further pay all dues in any professional societies, associations, or civic clubs of which the Director is a member including, but not limited to AASA, TOSS and the Chamber Commerce. The Board shall further reimburse the Director for expenses in attending related functions provided however, that the Board must first approve membership except for those organizations listed by name in this paragraph.

PROFESSIONAL LIABILITY
The Board shall maintain liability insurance covering alleged wrongful acts and omissions of the Board and of the Director in the scope of his employment with the Board. The Board shall, to the extent permitted by law, directly or through insurance, defend the Director, bear defense costs, and indemnify and hold the Director harmless on demands, claims, suits, and legal proceedings brought by third parties against the Director in his official capacity as agent and employee of the Board, except that this obligation of the Board shall not exist with respect to violations of criminal law, improper personal gain, or willful misconduct, and in no event will individual Board members be considered liable for indemnifying the Director against such demands, claims, suits, and legal proceedings.
PROFESSIONAL GROWTH
The Director shall attend the professional meetings approved by the Board, the actual and necessary expenses of said attendance to be paid by the School District in accordance with Board policy.

ANNUAL LEAVE
For each year of employment, the Director will be entitled to _______ (XX) days of annual leave in addition to holidays.

SICK LEAVE
The Director shall be granted one day of sick leave for each month of employment. Sick leave days shall be cumulative and unused sick leave days may be used for retirement credit in accordance with the policies of the Tennessee Consolidated Retirement System and _______ County Board of Education.

EXPENSES
The Board shall reimburse the Director for all actual and necessary travel and other expenses required in the performance of the official duties during employment under this Contract subject to such limitations as provided by law and by Board policy.

MEDICAL EXAMINATION
Upon the request of the Board, the Director hereby agrees to submit to a comprehensive medical examination. A physician's statement certifying to the physical and mental competency or incompetency of the Director shall be filed with the Chairman of the Board. The cost of said medical examination shall be borne by the Board. In the event the Director shall be unable to perform his obligations as Director of schools for 30 days or longer, due to mental or physical illness or incapacity, the Board, at its option, may terminate this agreement and thereby shall be released from all further obligations contained thereunder.

EXTENSION/RENEWAL OF EMPLOYMENT CONTRACT
The Board may extend/renew the terms of this contract at any time with concurrence of the Director up to a maximum term of four (4) years. However, unless the Board acts on or before the 31st day December, [Insert Year], or six (6) months before the expiration date of the contract to extend or renew the contract, such failure to act shall serve as notice to the Director that the Board does not intend to extend/renew the contract.

PERFORMANCE EVALUATION
Annually, but no later than the [last day of chosen month] each calendar year during the term of this Contract, the Board of Education shall review with Director the Director’s performance as Director of _______ County School District; Director’s progress toward goals established by the Board of Education and the Director; the working relationships of Director with the Board of Education, the staff, the students and the community at large; and any other matters relative to the employment of Director. The first evaluation will occur after six months of employment and thereafter, annually.

Within 3 months of the Director assuming office, the Director and the Board, shall adopt a mutually agreed upon instrument to evaluate the Director. Using such instrument, the Board shall evaluate annually the Director. Such evaluation must be completed at least [number of months] before the end of each fiscal year.
The Board shall devote at least a portion of a scheduled Board meeting to conduct the Director's evaluation and discuss the working relationship between the Director and the Board. The Board shall provide evaluative feedback and establish performance criteria which can be used constructively by the Director during the subsequent year.

**FORFEITURE OF TENURE RIGHTS**

The Director hereby forfeits any rights to tenure in the ______ County School District and agrees that upon the termination of his duties as Director his employment in the school district will terminate.

**ANY OTHER CONTRACT SUPERSEDED**

This Employment Contract sets forth the terms of employment of the Director by the Board during the term of this Contract, and supersedes any other contract of the Board with its employees including any negotiated contract with the ______ County Education Association.

**CONTRACT TERMINATION**

**Mutual Agreement.** This Employment Contract may be terminated by mutual agreement of the parties; retirement, disability or death of the Director.

**For Cause.** This Employment Contract may be terminated by the Board for cause upon sufficient proof of improper conduct, inefficient service or neglect of duty, including failure to follow the policies of ______ County Board of Education. If the Board terminates this Contract for cause, the Director would be entitled to no further benefits or compensation.

**Removal from Office.** This contract shall be terminated if the State Board of Education, in accordance with the provisions of Title 49, Chapter 1 of Tennessee Code Annotated as enacted or hereafter amended, orders the removal of the Director. If such removal is ordered, the Director shall be entitled to no further benefits or compensation under the terms of the contract.

**Transfer.** The Board reserves the right to replace the Director and transfer the Director to any position within the system determined by the Director's successor; however, the compensation and insurance benefits included within this agreement shall remain in full force and effect for the duration of the contract as specified in Article I. In the event the Director declines to accept the transfer, this contract shall be terminated and the Director would be entitled to no further benefits or compensation.

**Unilateral Termination.** The Board may, at any time, terminate this contract without cause. Upon such termination, the Director shall be entitled to the present value of any remaining salary and benefits which remain unpaid under this contract.
Language used in this sample contract document should not be used in a contract without prior approval of the school district attorney.

AMENDMENTS
Any modification to this contract shall be made by mutual agreement of both parties and only in writing. Neither party shall be bound by any oral representation concerning modification of this contract.

ENTIRE AGREEMENT
This contract constitutes the entire agreement among the parties and the parties hereto acknowledge that neither has relied upon any oral representation or any agreements by the other and that no such oral representations or agreements shall in any way affect the terms of this agreement and that this agreement may not be modified or changed except by written instrument executed by the parties.
Chapter 4

Measuring Success
Measuring Success

Purpose of Evaluation
Superintendents of schools are responsible for the management of public school systems. For the school board to fulfill its accountability responsibilities, it is imperative that the school board clearly establish its expectations for the school system and the superintendent. These expectations should not be set out in general terms but should be set out in measurable terms so the superintendent and the board can accurately assess the progress being made toward the goals established by the Board of Education.

Superintendents are required to develop performance contracts for principals and to conduct evaluations in accordance with these performance contracts. It is important for each school board to clearly establish its expectations for the superintendent of schools so these expectations may be reflected in the performance contract the superintendent makes with each principal.

School boards in Tennessee are handicapped because they can’t meet in executive session to evaluate their superintendent. Consequently, boards have been discouraged in their attempt to adequately evaluate superintendents because evaluative comments made in public board meetings by board members are sometimes taken out of context or blown out of proportion by the news media.

The purpose of evaluation is to promote performance by clarifying responsibilities in addition to setting standards. Evaluation is a means for the attainment of goals which have been set by the local school board. The focus is upon identifying aspects of day-to-day performance that should be rewarded and those which should be improved.

No two school boards should have the same performance agreement with their superintendents. An effective evaluation should be tailored to meet the specific needs and expectations of that particular school system. For this reason, the sample performance agreement provided should be used only as a guide to assist your board in developing a performance agreement to meet the unique and individualized needs of your school system.

The development of the performance agreement and the entire process of evaluation should include input from and be supported by each member of the board and the superintendent in order to achieve its ultimate goal which is to provide the tools necessary in a top-quality school system for the children to receive the best education possible.

Developing a Performance Evaluation Instrument
The superintendent performance evaluation should be an extension of your system’s district planning process including its vision, mission and goals; school board policies; the superintendent’s job description; performance criteria and standards and performance evaluation procedures. It should include sections regarding job performance, student achievement, relationships with staff and personnel, relationships with board members and relationships with the community.

Before developing this instrument the board, along with the superintendent, should review the purpose of performance evaluation. The primary focus should be to assist the superintendent in achieving maximum effectiveness, working with the board and managing the school district. The evaluation should be designed and conducted with that purpose in mind. Every comment made, every rating, every action taken should be
designated to achieve that purpose. The evaluation instrument may include the following components:

1. **General Standards.** General standards should include a listing of the standards that should be met by any superintendent to have his/her performance judged satisfactory. These standards may be developed from a job description. They are a summary of functions of the position of a list of expectations. This section of the evaluation should set out a description of expectations of what a director should do.

2. **Specific Standards.** These standards are unique to the position and the school system for which they are required. For example, a specific standard for a superintendent might read “keeps the board informed.” Then, this section should describe what the board judges to be a satisfactory way to keep it informed. It might include items such as the following: “Sends a Friday e-mail to school board members sharing informal information about the school system each week; ensures that each school board member is called whenever a crisis exists in a school system; includes data to support each recommendation with the board meeting agenda.” The specific standards section would remain essentially the same from year to year. The board and the superintendent should work together in establishing the performance evaluation and agree upon its contents.

3. **Annual Goals and Specific Objectives.** This section should contain annual goals and objectives for the superintendent which the board and superintendent have agreed upon at the beginning of the evaluation period. These should be specific, measurable and each objective should include a time frame indicating when the objective will be met and how it will be achieved.

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**Essential Elements of Effective Evaluation**

1. An evaluation should occur at least annually.
2. Every board member should participate in the evaluation process.
3. The evaluation should be written.
4. A composite of the evaluation should be developed and presented to the board and the superintendent at an open meeting.
5. The evaluation should be conducted according to the procedures agreed upon by the board and the superintendent prior to the beginning of the evaluation period.
6. When a deficiency is identified, a clear statement of the board’s expectations should be shared with the superintendent.
7. The evaluation process should result in a written summary of conclusions regarding the superintendent’s performance based upon agreed criteria.

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**Steps in an Effective Evaluation Process**

1. The board begins the preparatory phase of the evaluation process by adopting the process to be used and appointing an outside, unbiased evaluation coordinator or consultant to organize and facilitate the process. (The board, with superintendent, should agree upon the evaluation process, type of instrument to be used and method in which performance will be measured.)
2. The coordinator develops a timeline to be adopted by the board and used for this process.
3. Individual board members complete a pre-assessment instrument which targets specific areas of the superintendent’s responsibilities and enables them to rate the superintendent’s job performance.
4. Board members return the completed instruments to the evaluation coordinator for tabulation.
5. The coordinator conducts individual interviews with each board member and the superintendent to identify expectations and objectives of the superintendent.

6. The coordinator drafts a summary of expectations, standards and goals to be included in the performance contract as a result of the individual interviews. This step enables the board to have a contract tailored to its specific needs and goals.

7. The coordinator prepares a draft of the performance agreement to be reviewed for feedback and revisions by board members and the superintendent.

8. Once all revisions are made and the agreement is finalized and agreed upon by both parties (the board and the superintendent), the board should formally adopt it at a board meeting.

9. A midyear evaluation of the superintendent's performance may be conducted by the evaluation coordinator. The coordinator may meet individually with each member of the board and the superintendent to identify potential problems. This phase generally does not warrant discussion at a board meeting because it is not the formal, summative portion of the evaluation. However, any area in need of improvement should be brought to the superintendent's attention.

10. At the end of the year, each member of the board completes the evaluation instrument making any relevant comments concerning the superintendent's performance. The coordinator will tabulate the results and discuss reasons for scores and comments with individual board members. A detailed report of the evaluation results and evaluative comments should be discussed with the superintendent by the coordinator. The coordinator should develop a final summary of the superintendent's evaluation results and present it to the board at an open school board meeting.

11. The process of performance evaluation begins again for the new year with step one; however, the results of the annual evaluation are used as the pre-assessment instrument utilized in step 3.

12. The objectives of the system wide strategic plan should be implemented into the superintendent's performance instrument.
SUPERINTENDENT PERFORMANCE PROPOSAL

It is the responsibility of the Board of Education to maintain and improve the quality of administration and instruction in the public school system. In this regard, the Board will formally evaluate the Superintendent each year in accordance with guidelines and criteria mutually determined and agreed upon by the Board and the superintendent.

Through the evaluation of the superintendent, the Board will strive to accomplish the following:

1. Clarify for the superintendent his/her role in the school system as seen by the Board.
2. Clarify for all board members the role of the superintendent in light of his/her job description and the immediate priorities among the responsibilities agreed upon by the Board and the superintendent.
3. Develop harmonious working relationships between the Board and the superintendent.
4. Provide effective administrative leadership for the school system.

The performance evaluation will consist of two components. One will be the administration of a questionnaire completed by each board member. (See sample performance evaluation on pages 62-80. This questionnaire will be used to assess the overall performance of the superintendent in six domains of competence. The board's assessment of each question will be determined by a majority of the responses and the final report will include a narrative of the board's assessment rather than individual ratings.

The second component of the performance evaluation will include an assessment of the performance of the superintendent with regard to the specific objectives which have been determined and agreed upon by both the board and the superintendent.

The board's assessment of each objective will be determined by a majority of the responses and the final report will include a narrative of the board's assessment.

The evaluation will occur at the end of the school year. On or before May 1, 20__ the completed evaluation forms will be mailed to the evaluation coordinator for tabulation. The evaluation coordinator will issue a written report to the superintendent and each member of the board prior to the June board meeting.
SAMPLE

Director of Schools
Performance Evaluation Instrument
Director of Schools
Performance Evaluation Guidelines

1. An Annual evaluation of the Director of Schools shall take place in June.

2. The evaluation shall be based on the duties and responsibilities of the Director of Schools as set forth by the laws of the State of Tennessee and his/her contract.

3. The evaluation instrument utilized in this process shall be cooperatively developed by the Board and Director of Schools.

4. The evaluation rating scale to be used is as follows:

   5 – Significantly above expectations
   4 – Above expectations
   3 – At expectations
   2 – Below expectations
   1 – Significantly below expectations

5. A satisfactory score will be if the average overall score is 3.00 or above.

6. Weighted sectional averages will be:

   **Section I Qualitative:**
   - Appendix A-Administrator Survey ___%
   - Appendix B-Board Observational Data ___%

   **Section II Quantitative:**
   - Appendix C-Achievement of Board Goals/Strategic Plan ___%

7. Appendix A needs to be distributed to administrators in May in order to be completed and included in the written evaluation to Director of Schools in June.

8. Appendix B and C needs to be distributed to all board members in May in order to be completed and included in the written evaluation to Director of Schools in June.
9. The Board shall meet with the Director of Schools to discuss the evaluation results at the June board meeting. The evaluation shall include a recommendation for improvement in any areas where the Board deems the Director of School's performance to be unsatisfactory or in need of improvement.

10. The Director of Schools shall have the right to make a written or oral response to the evaluation.

11. A copy of the written evaluation shall be delivered to the Director of Schools two weeks prior to the June board meeting.
## Administrators’ Perceptions of Director’s Performance

<table>
<thead>
<tr>
<th></th>
<th>5 – Significantly Above Expectations</th>
<th>4 – Above Expectations</th>
<th>3 – At Expectations</th>
<th>2 – Below Expectations</th>
<th>1 – Significantly Below Expectations</th>
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<tbody>
<tr>
<td>1.</td>
<td>The director develops clear expectations.</td>
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<td>2.</td>
<td>The director models good communication skills.</td>
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<td>3.</td>
<td>The director is knowledgeable about the curriculum.</td>
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<td>4.</td>
<td>The director ensures that funds are spent wisely.</td>
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<td>5.</td>
<td>The director holds me accountable for my job responsibilities.</td>
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<td>6.</td>
<td>The director supports professional learning activities for teachers and administrators.</td>
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<td>7.</td>
<td>The director maintains positive relationships with administrators.</td>
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<td>8.</td>
<td>The director enforces board policy in a fair and consistent manner.</td>
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<td>9.</td>
<td>The director ensures the safety of students and school personnel.</td>
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<td>10.</td>
<td>The director administers the schools in accordance with state laws.</td>
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<td>11.</td>
<td>The director has an effective plan to recruit effective employees.</td>
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<td>12.</td>
<td>The director takes an active leadership role in the instructional improvement.</td>
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<td>13.</td>
<td>The director evaluates my performance in a fair and consistent manner.</td>
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<td>14.</td>
<td>The director interacts effectively with system employees.</td>
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<td>15.</td>
<td>The director is accessible to administrators.</td>
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<td>16.</td>
<td>The director develops good staff morale and loyalty to the system.</td>
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<td>17.</td>
<td>The director works effectively with the school board.</td>
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<td>18.</td>
<td>The director involves administrators as much as possible in decision-making.</td>
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<td>19.</td>
<td>The director listens to suggestions from the administrative staff.</td>
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<td>20.</td>
<td>The director demonstrates a caring attitude.</td>
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</table>
### BOARD RELATIONSHIPS

1. Keeps all board members informed on issues, needs and operation of the school system, including employment, promotion and dismissal of personnel.

2. Has a harmonious relationship with the board.

3. Offers professional advice to the board on items requiring board action, with appropriate recommendations based on thorough study and analysis.

4. Maintains a high degree of understanding and respect between staff and the board.

5. Recommends policies to the board that comply with state law and State Board of Education and Tennessee Department of Education rules and regulations; that protect the security and integrity of the district infrastructure and the data it contains; and that protect the rights and confidentiality of staff and students.

6. Interprets and executes the intent of board policy through the development of administrative procedures.

7. Seeks and accepts constructive criticism of work from the board.

8. Supports board policy and actions to the public and staff.

9. Remains impartial toward the board, treating all board members alike.

10. Maintains/improves relations with the Board by consistent and appropriate interpersonal and professional interactions including but not limited to periodic joint seminars, workshops and training sessions.

11. Refrains from criticism of members of the board.

12. Uses legal counsel in governance and procedures to avoid civil and criminal liabilities.

13. Goes immediately and directly to the board when he/she feels an honest, objective difference of opinion exists between him/her and any or all members of the board, in an earnest effort to resolve such difference immediately.

14. Bases position with regard to matters discussed by the board upon principle, and is willing to maintain that position without regard for its popularity until an official position has been reached, after which time the superintendent supports the decision of the board, as long as he/she remains in its employ.

### Total Mean Score for Board Relationships
<table>
<thead>
<tr>
<th>COMMUNITY RELATIONSHIPS</th>
<th>5 – Significantly Above Expectations</th>
<th>4 – Above Expectations</th>
<th>3 – At Expectations</th>
<th>2 – Below Expectations</th>
<th>1 – Significantly Below Expectations</th>
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<tr>
<td>1. Is an effective spokesperson for the school system.</td>
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<td>2. Models the highest professional standards to the community.</td>
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<td>3. Builds public support for the school district.</td>
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<td>4. Develops cooperative relationships with the news media.</td>
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<td>5. Works effectively with public and private agencies.</td>
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<td>6. Uses information about family and community concerns, expectations, and needs regularly.</td>
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<td>7. Secures available community resources to help the school district solve problems and achieve goals.</td>
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<td>8. Establish partnerships with area businesses, institutions of higher education, and community groups to strengthen programs and support school district goals.</td>
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<td>9. Treats community stakeholders equitably.</td>
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<td>10. Recognizes and values diversity.</td>
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<td>11. Uses public resources and funds appropriately and wisely.</td>
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<td>12. Models community collaboration for staff.</td>
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</table>

**Total Mean Score for Community Relationships**
### STAFF AND PERSONNEL RELATIONSHIPS

1. Treats all personnel fairly.

2. Delegates authority to staff members appropriately.

3. Identifies and applies appropriate policies, criteria and processes for the recruitment, selection, induction, compensation and separation of personnel with attention to issues of equity and diversity.

4. Demonstrates use of system and staff evaluation data for personnel policies, decision-making, promotion of career growth and professional development.

5. Offers professional development that is focused on student learning consistent with the school districts vision and goals.

6. Considers diversity in developing learning experiences.

7. Uses technologies in teaching and learning.

8. Recognizes staff for their professional achievements.


10. Provides shared leadership and decision-making opportunities for staff that promotes a climate of collaboration and collegiality.

<table>
<thead>
<tr>
<th>Total Mean Score for Staff and Personnel Relationships</th>
<th>5 – Significantly Above Expectations</th>
<th>4 – Above Expectations</th>
<th>3 – At Expectations</th>
<th>2 – Below Expectations</th>
<th>1 – Significantly Below Expectations</th>
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"TSBA" 
Tennessee School Boards Association
### FACILITIES, FINANCE and HUMAN RESOURCES

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<thead>
<tr>
<th></th>
<th>FACILITIES, FINANCE and HUMAN RESOURCES</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Demonstrates knowledge of school facilities and develops a process that builds internal and public support for facility needs, including bond issues and capital improvement plans.</td>
</tr>
<tr>
<td>2.</td>
<td>Ensures the maintenance of school property and the safety of personnel and property.</td>
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<tr>
<td>3.</td>
<td>Meets and works collaboratively with the Board and appropriate staff to determine priorities for budgeting and the effective allocation of space and human resources.</td>
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<tr>
<td>4.</td>
<td>Utilizes human and material resources outside the district that may support and/or enhance the achievement of goals and objectives.</td>
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<tr>
<td>5.</td>
<td>Provides accurate and timely reports to the board on the financial condition of the school system.</td>
</tr>
<tr>
<td>6.</td>
<td>Ensures that the school plant, equipment and support systems operate safely, efficiently, and effectively.</td>
</tr>
<tr>
<td>7.</td>
<td>Develops and monitors long-range plans for school and district technology and information systems and makes informed district decisions about computer hardware and software and staff developing needs while allocating resources consistent with district plan.</td>
</tr>
<tr>
<td>8.</td>
<td>Acquires, allocates and manages district resources in compliance with all laws to ensure the effective and equitable support of all of the district’s students, schools and programs.</td>
</tr>
<tr>
<td>9.</td>
<td>Creates and maintains a safe, clean, and aesthetically pleasing environment at all schools.</td>
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<tr>
<td>10.</td>
<td>Demonstrates budget management including financial forecasting, planning, cash flow management, account auditing and monitoring and oversees the district’s fiduciary responsibilities.</td>
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<tr>
<td>11.</td>
<td>Establishes and sustains partnerships with community agencies to provide additional resources to support the social and emotional growth and development of at-risk students.</td>
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**Total Mean Score for Facilities and Finance**
### VISION

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<th></th>
<th>5 – Significantly Above Expectations</th>
<th>4 – Above Expectations</th>
<th>3 – At Expectations</th>
<th>2 – Below Expectations</th>
<th>1 – Significantly Below Expectations</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Works effectively with board, staff, and community to develop long-range strategic plans.</td>
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<td></td>
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<tr>
<td>2.</td>
<td>Initiates communication and facilitates cooperation and collaboration among staff regarding the district’s mission, curriculum and program initiatives.</td>
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<td>3.</td>
<td>Keeps board and community informed of progress towards long-range goals.</td>
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<td>4.</td>
<td>Clearly articulates system’s vision, mission and priorities to community and media.</td>
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<td>5.</td>
<td>Inspires others to achieve the vision of the school system.</td>
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<td>6.</td>
<td>Recognizes and celebrates the contributions of school community members to the realization of the vision.</td>
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<td>7.</td>
<td>Ensures that the vision shapes the educational programs, plans, and activities.</td>
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<td>8.</td>
<td>Uses assessment data related to student learning to develop the school district vision and goals.</td>
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<td>9.</td>
<td>Uses relevant demographic data pertaining to students and their families in developing the school district mission and goals.</td>
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<td>10.</td>
<td>Seeks and obtains needed resources to support the implementation of the school district mission and goals.</td>
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<td>11.</td>
<td>Monitors, evaluates and advises the vision, mission, and implementation plans regularly.</td>
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**Total Mean Score for Vision**

<table>
<thead>
<tr>
<th>Mean Score</th>
<th>5 – Significantly Above Expectations</th>
<th>4 – Above Expectations</th>
<th>3 – At Expectations</th>
<th>2 – Below Expectations</th>
<th>1 – Significantly Below Expectations</th>
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<tr>
<td>Board/Superintendent Relations</td>
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<tr>
<td><strong>STUDENT ACHIEVEMENT</strong></td>
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</table>

1. Develops, implements, promotes and monitors continuous improvement in student achievement by using a variety of appropriate techniques.

2. Applies effective methods of providing, monitoring, evaluating and reporting student achievement.

3. Establishes curriculum planning to anticipate occupational trends and school-to-career needs.

4. Uses child development and learning theories to create developmentally appropriate curriculum and instruction.

5. Develops the curriculum design and delivery system based on curricular and assessment standards as well as effective and innovative practices.

6. Provides equitable access for students and staff to technologies that facilitate productivity and enhance learning.

7. Involves faculty and stakeholders in enhancement and renewal of curriculum to ensure alignment of curriculum, instruction and assessment.

8. Reviews analyses of student academic achievement through standardized test results and other academic sources.

9. Applies and communicates qualitative and quantitative findings to identify strengths and weaknesses in programs and practices in order to ensure continuous improvement.

10. Develops, monitors and assesses district and school improvement plans, including the regular review and analysis of district’s test scores by school and sub-groups.

11. Formulates plan to assess appropriate teaching methods and classroom management strategies for all learners.

12. Analyzes available instructional resources including applications of technology and assign them in cost effective and equitable manner to enhance student outcomes.

13. Works collaboratively with members of the staff in using student achievement data to determine relevant professional development opportunities.

14. Meets with principals regularly to provide feedback on goal achievement and to assess ongoing school improvement efforts.

15. Encourages various staffing patterns, student grouping plans, class scheduling plans, school organizational structures and facilities design processes to support various teaching strategies and desired student outcomes.

16. Reviews, reports and reacts appropriately to state accountability measures.

17. Identifies, clarifies and addresses barriers to student learning.

18. Recognizes and celebrates student accomplishments.


**Total Mean Score for Student Achievement**
### MANAGEMENT AND OPERATIONS

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<tbody>
<tr>
<td>1.</td>
<td>Recognizes, studies and applies emerging trends as appropriate.</td>
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<tr>
<td>2.</td>
<td>Ensures that operational plans and procedures to achieve the vision and goals of the school district are in place.</td>
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<td>3.</td>
<td>Manages time to maximize attainment of organizational goals.</td>
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<td>4.</td>
<td>Identifies potential problems and opportunities.</td>
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<td>5.</td>
<td>Confronts and resolves problems in a timely manner.</td>
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<td>6.</td>
<td>Aligns financial, human, and material resources to the goals of school district.</td>
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<td>7.</td>
<td>Identifies multiple points of view for problem solving situation and involves stakeholders in decisions affecting schools.</td>
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<td>8.</td>
<td>Solicits staff input to discuss issues and to promote effective problem-framing and problem-solving skills.</td>
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<td>9.</td>
<td>Demonstrates professional and effective conflict resolution skills.</td>
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<td>10.</td>
<td>Uses effective group-process and consensus building skills.</td>
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<td>11.</td>
<td>Uses effective communication skills.</td>
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<td>12.</td>
<td>Participates in professional learning that is aligned with strategic plan and enhances leadership skills.</td>
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<td>13.</td>
<td>Implements and enforces school district code of conduct and appropriate and effective disciplinary policies, procedures and programs in a timely and consistent manner.</td>
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<tr>
<td>14.</td>
<td>Promotes a climate of trust and teamwork within the district.</td>
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<tr>
<td>15.</td>
<td>Clearly communicates expectations regarding behavior and procedures for handling disciplinary problems to students, staff, parents and other members of the community.</td>
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<td>16.</td>
<td>Establishes procedures and practices for dealing with emergencies such as weather, threats to the school, student violence and trauma.</td>
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**Total Mean Score for Management and Operations**
## INTEGRITY, FAIRNESS AND ETHICS

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<tbody>
<tr>
<td>1.</td>
<td>Examines personal and professional values to develop a personal and professional code of ethics that demonstrates personal integrity.</td>
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<tr>
<td>2.</td>
<td>Demonstrates values, beliefs, and attitudes that inspire others to higher levels of performance.</td>
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<tr>
<td>3.</td>
<td>Serves as a role model.</td>
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<td>4.</td>
<td>Accepts responsibility for school operations.</td>
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<td>5.</td>
<td>Considers the impact of one’s administrative practices on others.</td>
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<td>6.</td>
<td>Uses the influence of the office to enhance the educational program rather than for personal gain.</td>
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<td>7.</td>
<td>Treats people fairly, equitably, and with dignity and respect.</td>
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<td>8.</td>
<td>Protects the rights and confidentiality of students and staff.</td>
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<td>9.</td>
<td>Demonstrates appreciation for and sensitivity to the diversity in the school community.</td>
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<tr>
<td>10.</td>
<td>Exhibits multicultural and ethnic understanding and sensitivity.</td>
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<tr>
<td>11.</td>
<td>Recognizes and respects the legitimate authority of others.</td>
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<tr>
<td>12.</td>
<td>Examines and considers the prevailing values of the diverse school community.</td>
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<tr>
<td>13.</td>
<td>Expects and promotes that others in the school community will demonstrate integrity and exercise ethical behavior throughout the district.</td>
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<tr>
<td>14.</td>
<td>Fulfills legal and contractual obligations.</td>
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<tr>
<td>15.</td>
<td>Applies laws and procedures fairly, wisely, and considerately.</td>
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<tr>
<td>16.</td>
<td>Maintains the physical and emotional wellness necessary to meet the responsibilities of the position.</td>
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**Total Mean Score for Integrity, Fairness and Ethics**
<table>
<thead>
<tr>
<th>POLITICAL/SOCIAL/CULTURAL CONTEXT</th>
<th>5 – Significantly Above Expectations</th>
<th>4 – Above Expectations</th>
<th>3 – At Expectations</th>
<th>2 – Below Expectations</th>
<th>1 – Significantly Below Expectations</th>
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</thead>
<tbody>
<tr>
<td>1. Ensures that the environment in which schools operate is influenced on behalf of students and their families.</td>
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<tr>
<td>2. Ensures that communication occurs among the school community concerning trends, issues, and potential changes in the environment in which schools operate.</td>
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<td>3. Ensures that there is ongoing dialogue with representatives of diverse community groups.</td>
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<td>4. Ensures that the school community works within the framework of policies, laws, and regulations enacted by local, state, and federal authorities.</td>
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<tr>
<td>5. Ensures that lines of communication are developed with decision-makers outside the school community.</td>
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<td>6. Promotes and expects a district-based climate of tolerance, acceptance and civility.</td>
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<td>7. Establishes a culture that encourages responsible risk-taking while requiring accountability for results.</td>
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**Total Mean Score for Political/Social/Cultural Context**
SECTION II-QUANTITATIVE:
APPENDIX C-Achievement of Board Goals/Strategic Plan

<table>
<thead>
<tr>
<th>Annual Objectives</th>
<th>5—Significantly Above Expectations</th>
<th>4—Above Expectations</th>
<th>3—At Expectations</th>
<th>2—Below Expectations</th>
<th>1—Significantly Below Expectations</th>
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**Performance Objective 1: Ensure that there is a continuous improvement plan for student achievement and growth.**

Performance Indicator - The performance objective is complete when the Director of Schools reports:

1. Ensure the improvement plan is clear and data-based.
2. Examine data, set goals and stay the course or initiate change as necessary.
3. Resources are clearly aligned with improvement plan.

**Performance Objective 2: Develop a school district strategic plan.**

Performance Indicators - The performance objective is complete when the Director of Schools reports:

1. Annual and long-range goals, along with measurable objectives and strategies, have been established with input from Board, staff and community members.
2. A district-wide vision has been created with input from Board and staff.

**Performance Objective 3: Evaluate the organizational structure of the district and reorganize as necessary to achieve maximum effectiveness.**

Performance Indicators - The performance objective is complete when the Director of Schools reports:

1. The reorganization of personnel and a revised organizational chart has been developed.
2. If necessary, a fiscal review with budgetary recommendations.

**Performance Objective 4: Develop a comprehensive plan to promote school system and increase parent and community involvement.**

Performance Indicators - The performance objective is complete when the Director of Schools reports:

1. Promotional tools for the school system have been developed such as blogs, podcasts, videos and brochures.
### Performance Objective 5: Work with the school board to develop and implement an annual plan for promoting school system and increasing communication and support with the county commission/city council.

Performance Indicator - The performance objective is complete when the Director of Schools reports:

1. The board adopts an annual agenda for promotion, which includes activities, which the board and/or the Director will complete during the year. The plan must include activities to build support from the County Commission/City Council.

### Performance Objective 6: Develop a budget for the school board as outlined in school policies, activities in the school board annual agenda, and guidelines established by the State Department of Education.

Performance Indicator - The performance objective is complete when the Director of Schools reports:

1. A budget document has been formulated using procedures required by school board policies, activities in the school board annual agenda, and guidelines established by the State Department of Education.

### Performance Objective 7: Ensure the Board’s annual agenda is developed and implemented.

Performance Indicator - The performance objective is complete when the Director of Schools reports:

1. Evidence that annual agenda items referencing the Director of Schools have been completed or are ongoing and nearing completion.

### Performance Objective 8: Provide and promote activities that give the school board an opportunity to review its effectiveness and improve the relationship between individual school board members, and the school board as a whole with the Director of Schools.

Performance Indicators - The performance objective is complete when the Director of Schools reports:

1. Information regarding improvement activities such as workshops, clinics, conventions, board retreats, etc.

2. Information regarding criteria for individual school board member recognition (e.g., Boardsmanship Awards), school board recognition (e.g., Board of Distinction) and the criteria required for school board district and state recognition.

3. A self-evaluation instrument that reviews school board effectiveness and allows for each school board member to make recommendations and suggestions for improvement has been distributed to the Board for their review.
Director of Schools

Overall Evaluation Score

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<tr>
<th>Section I Qualitative:</th>
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<tr>
<td>Appendix A-Administrator Survey</td>
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<td>Appendix B-Board Observational Data</td>
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<th>Section II Quantitative</th>
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<tr>
<td>Appendix C-Achievement of Board Goals/Strategic Plan</td>
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OVERALL EVALUATION SCORE

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Chapter 5

The Board/Superintendent Team
Understanding the Relationship
Effective public education requires strong school boards and strong superintendents who willingly assume leadership roles. To an important degree, educational success depends on a good working relationship between the school board and the chief executive officer it employs.

Basic to this relationship is a clear understanding that the board and superintendent form a team. Neither can operate effectively without thorough knowledge of, or support for, the other.

It is increasingly important for the board and the superintendent to define their respective roles. A school board must be responsive to its constituencies in governance, and sensitive to the special needs of all learners in the district. It must be an active advocate for learners to the people, other local governmental entities, and state and federal levels of government; as well as a vigorous ambassador explaining the total school program to the people. A superintendent, as chief executive officer, is expected to display excellence as an educational leader; be politically sophisticated, be aware of and active in legislative developments, and to have extensive knowledge of federal and state laws. Both the board and the superintendent must be committed to educational excellence and equity.

Using a Weekend Study Session/Retreat
Efficient school management and effective relationships between the board and the superintendent rely on good communication and decision-making procedures.

A weekend study session offers an effective way to establish basic directions and decision-making roles for the board and superintendent.

The weekend study session usually includes the board and the superintendent's cabinet. The cabinet includes principals and school employees from transportation, food service, maintenance and other departments.

This study session with the board and the superintendent's administrative cabinet usually takes place once a year. The session should be held in a comfortable environment, such as a hotel or a retreat center, that can house and feed the participants for the weekend. The taxpayers and the news media seem to voice fewer objections when the study session is held at a retreat center rather than at a resort.

Because the study session is devoted to study and discussion and not to any formal decision making by the board, most of the press does not care to attend more than the first evening. However, in order to comply with the “Sunshine Law” the board should announce the study session in the same manner any other meeting is announced and invite representatives of the media to attend.

Agenda
In the course of the weekend, the participants address five major agenda items:

1. Establish the district one-year and five-year goals.
2. Come to consensus on the decisions for the board and superintendent, considering a variety of decisions that might come up during the year.
3. Develop plans for the superintendent to keep the board informed. This includes identifying situations about which the board wishes to be informed. The smaller the school district, the more detailed the information about which the board usually wishes to be informed. Usually, the board and the superintendent agree on a procedure of alerting each other to rumors or to matters that they think the other should know about in addition to the regular written and oral communication that takes place in the district. For example, most board members like to be personally apprised of district situations instead of learning about them through the newspaper. Likewise, superintendents need to be informed when board members hear rumors about activities taking place that concern the school district.

4. Plan for the most effective way to hold board meetings in public. Agenda techniques and procedures should be discussed and agreed on so the board can put its “best foot forward” during board meetings.

5. The weekend study session is an excellent time to begin formulating the board’s annual agenda. Once the board has tentatively established its one and five year goals, a time should be set aside during the next twelve months to address each goal. An example of an annual agenda follows on page 84.

6. Discuss topics and programs on which the board members would like to have more information. Board members usually suggest those items, although the superintendent can present a list of possible topics.

Clarifying Decision-Making Responsibilities
The typical superintendent’s day is filled with decisions to be made. Often the superintendent asks himself or herself, “Should I decide on my own, or should I involve the board in some way?” District policy, administrative procedures and the job description usually help to minimize ambiguities in a superintendent’s decision making.

Still, many “undefined areas” exist, which causes uncertainty about the strategy a superintendent should follow in a decision-making process. When superintendents and school boards discuss these areas of ambiguity among themselves beforehand, it helps to identify decision-making responsibilities. Having done this, the superintendent can take the energy previously expended in efforts to determine who makes the decision and rechannel it into finding the solution.

A tool which helps to clarify the working relationship between the superintendent and the school board is a decision chart. An example of this chart follows on page 87. The chart usually contains items drawn from actual circumstances that require decisions. It may be divided into areas such as curriculum, personnel, finance, community relations and internal school operations. Authority is calibrated into four distinct levels, described in the chart’s instructions.

Getting Started
The goal of the decision chart process is to reach consensus on which decision situations should be listed on the chart and the appropriate authority level in each situation. Before the weekend study session, each board member reviews a list of proposed decisions and adds items to the list if he or she wishes. Next, each study session participant indicates his or her opinion of the appropriate level of authority for each potential situation. After these individual results are compiled, a composite is made showing each person’s judgments.

Reaching Consensus
At the retreat, the board members and the superintendent discuss their selections. Often, the board members and the superintendent identify some areas in which they feel they should exercise maximum authority. They also find areas in which neither claims authority. Other sensitive items occur in the areas of budget transfers and conference attendance.
One of the major benefits of this process is that it develops a solid understanding of philosophical differences among board members and between the board and the superintendent regarding methods of school system operation. In a relaxed setting, the participants can achieve an understanding about who should have what degree of authority for the various aspects of operating the schools. Everyone learns where the others stand not just on abstract issues, but in terms of actual school functions.

The board generally prefers to delegate the majority of decisions to the superintendent with the provision that the board be kept informed. This is an especially common attitude among large, complex systems. School boards in small systems sometimes prefer to retain more direct decision-making authority.

It is essential for participants to understand that the chart contains no “right” answers. Rather, it is an exercise of consensus so that the superintendent and staff can understand how the school board members want the business of the school district conducted. It is far better to know what the board wants in the area of decision-making ahead of time, before matters become controversial and the superintendent is surprised that his or her assumed authority does not exist. If the board does not support the recommendations of the superintendent during critical times because of misunderstanding or miscommunication, the whole school district suffers embarrassment and loses credibility.

Areas of authority given to the superintendent may subsequently be delegated by him to other members of the administrative team. A similar decision chart can be developed by the superintendent and school principals. And a third decision chart can be developed by the principal at the building level.

### Annual Agenda

**Progress County Board of Education**

**October**
1. Amend operating budget
2. Accept financial audit
3. Review graduation requirements
4. Select architect for junior high
5. Presentation of Goal 1 – School Facilities

**November**
1. Discuss school bus replacement
2. Curriculum critical review
3. Review board policies on students

**December**
1. Approve specifications for bus bidding
2. Review preliminary plans for junior high physical education facility
3. Graduation requirement decision
4. Curriculum/reading center services review
5. Review of workers comp insurance
6. Review board policies on personnel
7. Presentation of Goal 2 – Public Relations

**January**
1. Approve purchase of buses/accept bids
2. Amend operating budget for current year
3. Curriculum critical review/comm. arts
4. Budget review

**February**
1. Midyear board inservice/self evaluation
2. Receive bids for junior high physical education facility
3. Board policy/completion of all areas
4. Curriculum critical review/math & science
5. Budget review
6. Presentation of Goal 3 – School Safety
How Often Is the Chart Done?
The district should redo the decision chart whenever new members join the school board. If board composition remains unchanged, the chart should be redone every two to three years to ensure that that school district’s operation reflects current conditions and attitudes. The board’s attitude about who should make the decision sometimes changes as the board develops confidence in the superintendent.

Sample Decision Chart
The general purpose of the following chart is to clarify the distribution of operational – not legal – authority within the district. A more specific purpose is to clarify to what degree powers which are vested in the board as a whole have been delegated to the superintendent. The chart does not concern limitations that have been imposed upon the superintendent or the board from external sources, such as by law or contracts. Rather, the concern here is for limitations that have been imposed internally – such as by district organization, board policy, regulations or "practice" – upon a superintendent's flexibility to decide to act in various situations. In going through this chart, the question at issue is, "Assuming the superintendent wanted to make the decision, does he have the operational authority to do so?"

On the following pages, situations are proposed for decision or action. To complete the chart, select for each situation the one degree of operational authority you believe most closely describes the authority the superintendent has in connection with that situation.

In some cases, the superintendent may not exercise his operational authority personally, but may delegate it to one or more members of the staff. Such cases, when the superintendent has the authority to permit staff to take action or make decisions, should be considered no differently than when the superintendent exercises the authority personally.

Assume that availability of funds is not a limiting factor: any funds necessary have already been budgeted or will be made available through budgetary transfers.

Discussion of Programs
As another activity of the weekend study session, selected topics are discussed in depth. These topics are either submitted by board members or suggested by staff. The study session planner indicates on the agenda a time allotment for each of the topics.

This approach allows considerable in-depth orientation and discussion of such major areas as special education, family life education or science education. If the board only wants information concerning various programs, particular staff members with expertise in these programs may make special presentations. Items the board wants to cover might include bus scheduling throughout the district or future enrollment issues. These discussions often lead to a request by the board to bring a proposal to a board meeting for a formal decision.

Working With a Fragmented Board
More frequently today, school board elections are influenced by partisan, vested interest groups; the chance of having philosophical unanimity among board members is becoming less likely. This may make it more difficult to put into practice the activities suggested in this chapter.

Sometimes board members are elected who are antagonistic toward the other members and the superintendent. Some board members are reluctant to spend money for housing or food for a weekend study session. In such a case, it may be necessary to hold the weekend study session in the board room and require participants to make their own arrangements for meals. Even with these restrictions, however, the weekend study session will contribute to a better working relationship between the board and the superintendent.
SAMPLE DECISION CHART FOR SUPERINTENDENT AND SCHOOL BOARD

Please add any questions that you feel should be resolved at the end of the chart.

Degrees of operational authority are as follows:

I. Superintendent has the complete authority to decide or act within limits of law, board policy, contracts and budget.
II. Superintendent has the complete authority to decide or act, but must keep board informed about the decision made or action taken.
III. Superintendent has authority to decide or act only with prior approval of the board.
IV. Superintendent may be asked for recommendations, but decision, responsibility and direction come from the board.
### SAMPLE DECISION CHART FOR SUPERINTENDENT AND SCHOOL BOARD

<table>
<thead>
<tr>
<th>I</th>
<th>II</th>
<th>III</th>
<th>IV</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td>Put a new mathematics program into the high school curriculum.</td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td>Change a bus route.</td>
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<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td>Permit a choral group to compete at a festival out of the area that would require staying overnight.</td>
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<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
<td>Approve a field trip to an electronic equipment assembly plant in the area (same day).</td>
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<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
<td>Establish a five-year plan for the school district.</td>
</tr>
<tr>
<td>6.</td>
<td></td>
<td></td>
<td></td>
<td>Promote a teacher to principal.</td>
</tr>
<tr>
<td>7.</td>
<td></td>
<td></td>
<td></td>
<td>Initiate a block scheduling at the high school.</td>
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<tr>
<td>8.</td>
<td></td>
<td></td>
<td></td>
<td>Decide which services to cut to meet budget demands.</td>
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<tr>
<td>9.</td>
<td></td>
<td></td>
<td></td>
<td>Decide which extracurricular activities to offer that involve additional budget funds.</td>
</tr>
<tr>
<td>10.</td>
<td></td>
<td></td>
<td></td>
<td>Exchange teaching assignments between two teachers at different campuses.</td>
</tr>
<tr>
<td>11.</td>
<td></td>
<td></td>
<td></td>
<td>Retain a consultant, not on district staff, to assist our principals in setting up a remedial reading program within general purpose budgeted funds.</td>
</tr>
<tr>
<td>12.</td>
<td></td>
<td></td>
<td></td>
<td>Approve the program and speakers for the teachers in service program.</td>
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<tr>
<td>13.</td>
<td></td>
<td></td>
<td></td>
<td>Initiate a 12-month school year.</td>
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<td>14.</td>
<td></td>
<td></td>
<td></td>
<td>Formulate and publish administrative regulations to implement board policy.</td>
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<tr>
<td>15.</td>
<td></td>
<td></td>
<td></td>
<td>Select the site of a new school.</td>
</tr>
<tr>
<td>16.</td>
<td></td>
<td></td>
<td></td>
<td>Advertising for bids for a budgeted item.</td>
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<tr>
<td>17.</td>
<td></td>
<td></td>
<td></td>
<td>Develop the agenda for the school board meeting.</td>
</tr>
<tr>
<td>18.</td>
<td></td>
<td></td>
<td></td>
<td>Decide whether a board member's expenses to a convention will be paid.</td>
</tr>
<tr>
<td>19.</td>
<td></td>
<td></td>
<td></td>
<td>Decide whether a supervisor may go to a convention.</td>
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<tr>
<td>20.</td>
<td></td>
<td></td>
<td></td>
<td>Purchase budgeted equipment.</td>
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<tr>
<td>21.</td>
<td></td>
<td></td>
<td></td>
<td>Nominate an individual board member for an award.</td>
</tr>
</tbody>
</table>
Conclusion
School board members and superintendents can maintain close and harmonious working relationships even during times of high emotional and intense controversy. The key to survival is a simple management plan that addresses school decisions in a systematic way. Equally vital are frequent exchanges of feelings and views among school board members and the superintendent, especially in times of stress.

The weekend study session can lay the foundation for such effective management and communication. Setting goals, developing a decision chart, devising plans for keeping the board informed and for holding meetings and discussing topics of concern all lead to a stronger board/superintendent relationship, to greater cooperation within the educational community and to improved educational programs for students.

Keeping the Board Informed/Communication
An important agenda item for the weekend study session is how to keep the board informed about pertinent situations occurring in the school district.

The Friday Report
Even though participants can indicate on the decision chart the board/superintendent items about which the board needs to be informed, those tend to be routine information items. The best way for the superintendent to make sure the board remains fully informed is to mail a report each Friday to the board highlighting the events of that particular week.

How to Keep the Board Informed
Some school boards make it the responsibility of the superintendent to keep them informed of things that happen within the district. Board members usually expect this to occur through phone calls to each board member, a difficult responsibility to carry out. Invariably, something happens in the school district that board members hear about before the superintendent can contact them.

It is impossible for the superintendent to know everything that happens within the district before board members do.

At the weekend study session, board members need to think about what they wish to be told. Do they want to know about personnel situations, such as someone being in the hospital? How about a death that occurs among students or staff? Do they want to know about serious fights on campus or drug-related arrests?

Usually the board is willing to assume responsibility to alert the superintendent of newsworthy events they hear of through the grapevine, from staff members or from students. The information can then be included in the Friday report, or, if it is urgent, immediately be passed on to the entire board.

Information Varies
Depending on the size of the district, the amount of information the board wants varies. In small districts, the board may want to know about an objection to a bus stop or a parent complaint that a bus does not pick up students. In large districts, the board may want to know about major happenings such as a shooting on the campus or a school being burned or vandalized.
Conducting Effective School Board Meetings
The school board meeting is the window through which the public views the Board and Superintendent working together for the common good of the district. It is important that board meetings are professional, effective and efficient. The following are some tips for effective board meetings:

- Adopt clear policies for meeting procedures, such as the agenda, citizens addressing the board, rules for discussion, etc.
- Develop and adhere to an accepted and agreed upon Code of Conduct for board meetings.
- Evaluate your board meetings regularly and discuss the results.
- Place routine items on a Consent Agenda.
- Insure that all items for consideration are supported by clear and thorough explanatory information and that documentation is received in time for board study.
- Be prepared by getting as much information and routine questions answered prior to the board meeting.
- Present a positive student achievement item at each meeting.
- Keep an open mind until a topic has been fully discussed and avoid a public commitment on an issue before full discussion.
- Only speak when you have something to add to a topic that has not already been addressed.
- Follow parliamentary rules, but don't get bogged down. Let common sense prevail.

- Participate in school board development activities and take every opportunity to become more informed about educational issues, the role of school boards, school law, and best practices across the country. It will add professionalism to your board meetings.
- Develop a strong working relationship between the superintendent and the board. Provide clear expectations; give support and leadership; allow the superintendent to manage the system and hold him/her accountable. Remember that you are on the same team.
- Don't micromanage. Boards provide the “what”; superintendents provide the “how.”
- Always put the best interest of children first.
What makes a great superintendent?

A great superintendent has a clear vision for the district. Works with the school board to set and achieve the vision, goals and objectives for the district.

A great superintendent is an instructional leader. Understands that the most important job of the school district is to make sure students are learning and achieving at high levels.

A great superintendent is an effective communicator. Makes a concerted effort to communicate the needs and accomplishments of the district.

A great superintendent is a good manager. Directs the administrators to accomplish the goals of the district, monitors their progress and evaluates their performance.

A great superintendent is a good listener. Listens and takes into account differing viewpoints and makes the best decisions.

A great superintendent is not afraid to take risks or make a commitment. Sets bold goals that take effort and commitment and then puts the programs and resources in place to achieve those goals.

A great superintendent is flexible. Manages the politics of the job - adapts to new board members, changes in state funding and changes in the school community while not sacrificing the district’s vision. Collaborative NOT Confrontational.

What makes a great school board member?

Great school board members have a clear vision for the district. Set the vision and goals, and measure the success of the district and superintendent against the goals.

Great school board members communicate their actions to the community. Great school board members keep the public informed of the district's progress and challenges.

Great school board members work as a team. They collaborate well with others and are respectful of the other board members and superintendent.

Great school board members adopt a fiscally sound district budget. They pay attention to finances and regularly monitor the fiscal health of the district.

Great school board members focus on what is best for all students. They focus on student achievement and implementing policies that will ensure success for all students.

Great school board members advocate at the local, state and national level for public education. They take advantage of opportunities to communicate the needs of public schools to other levels of government and advocate for strong public schools.
Signs of an ineffective superintendent?

An ineffective superintendent gets mired in the details of running the district. He or she is always busy but doesn’t seem to have a clear agenda and direction for the district.

An ineffective superintendent is unavailable. He or she does not respond to phone calls or answer questions from constituents or the media. He or she is not often seen visiting school campuses or attending school meetings other than school board meetings.

An ineffective superintendent is always making excuses. If he or she begins most sentences with “Well, we can’t do that for a variety of reasons,” or “That is not something we have control of,” your district is not going to move forward. Effective superintendents create solutions, not excuses.

An ineffective superintendent agrees with everyone and never takes a stand. It’s an impossible job in a school district to keep everyone happy all the time. An effective superintendent must take a stand and do what is the best for all students, even if that means offending the teachers’ union or a group of parents, or any other constituency, on a particular issue.

Signs of an ineffective school board member?

If you notice any of the following signs, it’s time to find some new candidates to run for your local board:

- The school board member continually focuses on one issue or talks aimlessly at meetings.
- The school board member doesn’t conduct him or herself in a respectful, collaborative manner in public.
- The school board member comes to meetings unprepared.
- The school board member “rubber stamps” all the superintendent’s proposals without asking hard questions.
- The school board member micromanages rather than focusing attention on district-wide policies.
- The school board member uses his position on the school board as an opportunity to put forth a political agenda with little relevance to student achievement.
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CODE OF ETHICS

We believe the inherent desire of people to live at peace with one another and the need for today's children to live in a generation of mature adults dedicated to peace and human dignity, is the highest aim we can possibly achieve; and that school board members fill a position of inescapable responsibility, therefore, this Code of Ethics is recommended by the Tennessee School Boards Association as a guide to its members as they seek to provide, insofar as possible, educational leadership which seeks to educate and develop the youth of our state.

ARTICLE I. MY RELATIONS TO THE CHILDREN
Section 1. I will at all times think in terms of “children first,” always determining other important things according to how they affect the education and training of children.
Section 2. I will seek to provide equal educational opportunities for all children regardless of ability, race, color, sex, creed or location of residence.

ARTICLE II. MY RELATIONS TO MY COMMUNITY
Section 1. I will endeavor to appraise fairly both the present and future educational needs of the community and to support improvements as finances permit.
Section 2. I will represent at all times the entire school community and refuse to represent special interests or partisan politics.
Section 3. I will endeavor to keep the community informed about the progress and needs of the schools.

ARTICLE III. MY RELATIONS TO TEACHERS AND PERSONNEL
Section 1. I will support the employment of those persons best qualified to serve as employees and insist on a regular and impartial evaluation of all staff.
Section 2. I will support and protect personnel in performance of their duties.
Section 3. I will not criticize employees publicly but will make such criticism to the superintendent for investigation and action if necessary.

ARTICLE IV. MY RELATIONS WITH OTHER BOARD MEMBERS
Section 1. I will recognize that authority rests only with the Board in official meetings and that the individual member has no legal status outside of such meetings.
Section 2. I will refuse to make promises as to how I will vote on a matter which should properly come before the Board as a whole.
Section 3. I will make decisions only after full discussion of matters at a board meeting.
Section 4. I will respect the opinion of other members and will accept the principle of “majority rule.”

ARTICLE V. MY RELATIONS WITH THE SUPERINTENDENT
Section 1. I will support full administrative authority as well as responsibility for the superintendent to properly discharge all professional duties.
Section 2. I will support superintendent accountability for working and requiring staff to work within the framework of board policy.
Section 3. I will refer all complaints and concerns to the superintendent.

ARTICLE VI. MY RELATIONS TO MYSELF
Section 1. I will inform myself about my duties and responsibilities and current educational issues by individual study and through participation in programs providing needed information, such as those sponsored by my state and national school boards association.
Section 2. I will avoid being placed in a position of conflict of interest, and will refrain from using my board position for personal or partisan gain.
ETHICAL STANDARDS FOR TENNESSEE SUPERINTENDENTS

A superintendent’s professional behavior must conform to an ethical code. The code must be idealistic and at the same time practical, so that it can apply reasonably to all superintendents. The superintendent acknowledges that the school system belongs to the public and serves for the purpose of providing educational opportunities to all. However, the superintendent accepts responsibility for providing professional leadership in the school system and community. This responsibility requires the superintendent to maintain standards of exemplary professional conduct. It must be recognized that the superintendent’s actions will be viewed and appraised by the community, board of education, professional associates and students. To these ends, the superintendent subscribes to the following statements of standards.

ARTICLE I. MY RELATIONS TO THE CHILDREN
Section 1. I will endeavor to provide equal educational opportunities for all children regardless of race, creed or location of residence.

ARTICLE II. MY RELATIONS TO MY COMMUNITY
Section 1. I will endeavor to appraise fairly both the present and future educational needs of the community.
Section 2. I will endeavor to fairly represent the entire educational community at all times.
Section 3. I will endeavor to keep the community informed about the progress and needs of the school system.
Section 4. I will not knowingly join or support organizations that advocate, directly or indirectly, the overthrow of the government.
Section 5. I will endeavor to pursue appropriate measures to correct those laws, policies and regulations that are not consistent with sound educational goals.

ARTICLE III. MY RELATIONS TO PERSONNEL
Section 1. I will not criticize employees publicly, but will make warranted investigations and act only on substantiated evidence.
Section 2. I will endeavor to support the principle of due process and protect the civil and human rights of all individuals.

ARTICLE IV. MY RELATIONS WITH THE BOARD OF EDUCATION
Section 1. I will endeavor to implement written policies as adopted by the board of education.
Section 2. I will endeavor to administer the rules and regulations as set forth by the State Department and State Board.
Section 3. I will honor all contracts until fulfillment or release.
Section 4. I will endeavor to keep the board informed about the progress and needs of the system.
Section 5. I will accept the responsibility for results when given full administrative authority and financial support to discharge my professional duties.

ARTICLE V. MY RELATIONS TO MYSELF
Section 1. I will endeavor to maintain the standards and seek to improve the effectiveness of my profession through research and continuing professional development.
Section 2. I will endeavor to avoid using my position for personal gain through political, social, religious, economic or other influence.
Section 3. I will endeavor to fulfill my professional responsibilities with honesty and integrity.
Chapter 6

Board Self Assessment
Board Self Assessment

We sometimes become so involved in carrying out our responsibilities that we fail to examine the hows and whys of our actions. Boards need to adopt an evaluation process and procedures to ensure that the hows and whys are periodically examined.

School Board Evaluation
Evaluation occurs in your school system for employees for a variety of reasons. You want to make sure that your tax dollars are being used wisely and well. You want to ensure that your children are taught by teachers who are accountable for what they do in the classroom. You want administrators to be held accountable for their decisions and their management ability. You want bus drivers to be evaluated on their performance. You want your superintendent to be held accountable for the administration of the school system. The "why" of board evaluation is quite simple. Participate in a board evaluation process because you want to improve your service.

Every school board should participate in some kind of evaluation at least annually. There are several reasons why an evaluation is desirable, including the following:

The school board should set an example.
Everyone else in the school system is evaluated annually and the school board, which imposes annual evaluation on its employees, should certainly demonstrate its commitment to evaluation by participating in a school board evaluation program. This sends a loud and clear message to the staff and community that the board believes in leadership by example.

A good evaluation program uncovers problems if they exist and identifies areas where improvement is needed. Every board has room for improvement in its own operations. Identification of problems is a prerequisite to solution of the problems.

A good evaluation program keeps the board mindful of its own operations and procedures. The more a board considers proper procedures the more likely the board is to follow such procedures. Further, some board members who know their actions will be scrutinized through a board evaluation tend to follow proper procedures in order to avoid criticism from their fellow board members.

Types of Board Evaluation

Self Evaluation.
The most frequent type of school board evaluation is a self evaluation. In the self evaluation each member of the board considers the actions of the board as a whole as well as individual school board member actions and rates the board effectiveness on a variety of criteria. One of the best self-evaluation instruments requires each board member to give two ratings to each criterion. The first column provides for a rating on each item according to how it is now. The second rating calls for the board members to indicate how s/he wishes it were.

Board self evaluations are most helpful when an outside facilitator is used. An unbiased facilitator can usually deal more effectively with an area of disagreement since he obviously “does not have a dog in the fight.”
Board evaluation by the superintendent (and staff).

Some boards request an evaluation of the board by the superintendent when the board is evaluating the superintendent. This process opens the door for the superintendent to discuss his concerns about the board with the board. Most superintendents feel more comfortable in sharing such information when the board requests it rather than at the initiation of the superintendent. The board must convince the superintendent that it will not retaliate against him for negative comments. Otherwise, the evaluation may not be an honest reflection of the superintendent's opinion.

Evaluation by an outside expert.
When boards feel a need for a thorough and unbiased evaluation of the board's performance, they may turn to outside experts for assistance. A knowledgeable outside expert knows how to obtain data from the community – including employees – regarding board performance and still protect the employee's identity. Outside experts also should be able to provide an accurate assessment of the board's effectiveness, including its policy-making function and its planning process and board operations, especially with regard to school board meetings.

Take a few moments to analyze your board, your relationships, your operation, your meetings, your school system, the publics you serve, and your commitment to educational excellence. If you answer “true” to a majority of the following questions, the answer to why you should participate in a board evaluation process will be obvious.
IS BOARD EVALUATION FOR YOU?

Answer True or False

___ 1. Relationships between board members could be improved.

___ 2. The board’s relationship with the superintendent needs improvement.

___ 3. Conflicts occurring at the board table sometimes result in personal conflict and disagreement.

___ 4. Board meetings last more than two to three hours.

___ 5. Board meetings are not well organized, efficiently run and do not demonstrate to the public the value of local control in the educational process.

___ 6. Policy making is not the number one priority of board meetings.

___ 7. Our community and staff disagree with the goals and objectives of the school board.

___ 8. Our school board is sometimes subject to community criticism.

___ 9. Our staff does not have adequate opportunity to speak to the board at public meetings.

___ 10. Our board does not have support an open two-way communication process with staff, students and the general public.

___ 11. Our reasons for making decisions sometimes are questioned or criticized.
SCHOOL BOARD SELF-ASSESSMENT

On the following pages is a list of several statements connected with your position as a school board member. For each item you are requested to give two ratings:
   a. Current status?
   b. How IMPORTANT is this to me?

As you rate the questions, use a scale from 1 to 6 where low numbers represent low or minimum amounts and high numbers represent high or maximum amounts. There are NO right or wrong answers.
Board Self-Evaluation

2. Board Meetings

1. The board has sufficient time and opportunity to review the agenda and materials before a board meeting.

   Current Status? 1 2 3 4 5
   How IMPORTANT is this item to me?

2. The board encourages participation by each board member.

   Current Status? 1 2 3 4 5
   How IMPORTANT is this item to me?

3. Board members come to meetings prepared to focus on discussion issues comments relevant and brief.

   Current Status? 1 2 3 4 5
   How IMPORTANT is this item to me?

4. All board members are routinely familiar with the agenda materials and are discuss and decide important items.

   Current Status? 1 2 3 4 5
   How IMPORTANT is this item to me?

5. Adequate background information on issues to come before the board is provided in advance of the board meeting.

   Current Status? 1 2 3 4 5
   How IMPORTANT is this item to me?

6. The board weighs all decisions in terms of what is best for the students system.

   Current Status? 1 2 3 4 5
## Board Self-Evaluation

### 3. Team Building

1. The board is able to disagree on matters and still maintain an attitude of mutual respect and trust.

<table>
<thead>
<tr>
<th>Current Status?</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
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<tbody>
<tr>
<td>How IMPORTANT is this item to me?</td>
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2. The board is open and honest with each other, as well as administrators and is able to maintain an attitude of mutual trust and respect.

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<th>Current Status?</th>
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3. The district has a planned program to orient newly-elected board members.

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<th>Current Status?</th>
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4. Once a decision has been made, all members respect the decision and the board speaks with one voice.

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<th>Current Status?</th>
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5. Board members do not attempt to individually speak on behalf of the board or commit the board.

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### Board Self-Evaluation

#### 4. Board/Superintendent/Staff Relations

1. **The board and superintendent trust and respect one another.**

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2. **Each member of the board understands and respects the distinction between the board's responsibilities and the superintendent's duties.**

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3. **Our board and superintendent agree on how complaints or concerns to board members should be handled.**

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4. **Board members work to avoid surprises by sharing concerns or questions with the superintendent in advance of the board meeting.**

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5. **The superintendent is given direction by the board as a whole rather than by individual members.**

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6. **The board recognizes staff accomplishments.**

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### Board Self-Evaluation

#### 7. Individual board members avoid making excessive personal requests from staff.

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#### 8. Board members are respectful to other board members, administrators, staff and visitors.

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#### 9. Board members direct complaints and requests to the superintendent rather than attempting to solve them directly.

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#### 10. The board ensures that an effective evaluation system is in place for the superintendent and all employees.

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### Board Self-Evaluation

#### 5. Vision/Planning

1. **A vision/mission statement for the district exists and is periodically reviewed by the board and widely disseminated in the district.**

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2. **The vision reflects community priorities.**

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3. **Discussion of major items before the board routinely includes consideration of their impact on meeting district goals.**

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4. **The superintendent's evaluation considers how well the superintendent has addressed the district goals.**

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5. **The board emphasizes setting and monitoring district goals, instead of how staff should achieve these goals.**

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6. **The board does not get bogged down discussing operation details of the district or schools.**

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### Board Self-Evaluation

#### 7. The board regularly solicits input from the community when establishing the future vision of the district.

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#### 6. Board Policy

1. **Our board sets policies needed for the operation of the school district.**

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2. **Before adopting a policy which affects them, our board actively seeks the input of employees, students and community members.**

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3. **Board policies are administered consistent with the intent of the policy.**

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4. **The board has developed an ongoing system to review and update all policies annually.**

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## Board Self-Evaluation

### 7. Student Achievement

1. **The board holds itself ultimately responsible for high achievement by all students.**
   - Current Status?
   - How IMPORTANT is this item to me?

2. **The board regularly examines data to determine where achievement gaps exist and how much progress is being made to reduce those gaps.**
   - Current Status?
   - How IMPORTANT is this item to me?

3. **The board provides a quality educational program imposing high individual academic standards for each student.**
   - Current Status?
   - How IMPORTANT is this item to me?

4. **Student academic performance is regularly presented to the board.**
   - Current Status?
   - How IMPORTANT is this item to me?

5. **The board regularly recognizes student accomplishments at board meetings.**
   - Current Status?
   - How IMPORTANT is this item to me?
## Board Self-Evaluation

### 8. Board/Community Relations

1. **The board provides for involvement of the public in the operating of our schools.**

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2. **Our board actively promotes the school district to the public.**

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3. **Our school board is respected by the community.**

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4. **Our board is accountable to the community.**

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5. **The board refrains from committing to a position on an issue before all relevant facts are present.**

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6. **Members of the board refrain from speaking for the board on issues on which the board has no official position.**

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## Board Self-Evaluation

### 9. Advocacy

1. Our board takes the initiative to establish and maintain positive personal relationships with other locally-elected officials/funding body.

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2. Our board strives to keep local officials up-to-date on board activities and school district needs.

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3. Our board understands the need to influence statewide legislation and works diligently to develop a positive relationship with local members of the General Assembly.

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4. Our board, collectively and individually, regularly contacts legislators regarding their position on important legislation.

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5. Our board is represented at TSBA’s Day on the Hill meeting.

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Board Self-Evaluation

10. Budget/Finance

1. The board understands the basic principles of school finance, including state, federal and local sources of revenue.

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2. The budget reflects the strategic plan and supports the district’s goals and objectives for student achievement and citizenship.

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3. The budget reflects the district’s vision and mission.

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4. The board requires proper accountability for the expenditure of school district funds.

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5. Please enter your name and school board below.

   Name: ____________________________

   School Board: ______________________