

EMPLOYMENT CONTRACT

This Agreement, is made this ____ day of ____ 20_, between _____
BOARD OF EDUCATION in _____ County (hereinafter “the Board”) with offices located
at _____, New Jersey _____ and _____ (hereinafter “the
Superintendent”)

PREAMBLE WITNESSETH

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

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

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

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

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

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

ARTICLE I
EMPLOYMENT

The Board hereby agrees to employ _____ as Superintendent of Schools for the period of _____, 20__ through 11:59 p.m. June 30, 20__.

[NOTE: CONTRACT MAY BE NO LESS THAN 3 YEARS AND NO MORE THAN 5 YEARS.] The parties acknowledge that this Contract must be approved by the _____ County Executive County Superintendent in accordance with applicable law and regulation.

ARTICLE II
CERTIFICATION

The parties acknowledge that the Superintendent currently possesses the appropriate New Jersey administrative certification and school administrator endorsement, which shall be filed in the personnel office.

OR

The parties acknowledge that the Superintendent possesses a certificate of eligibility (which shall be available in the personnel office) and has applied for and is in the process of obtaining, but does not currently possess, a provisional administrative certificate and school administrator endorsement from the New Jersey Department of Education, which certificate and endorsement is required in order for him/her to serve as Superintendent. The Superintendent agrees to use his/her best efforts to obtain it as soon as possible and to keep the Board President informed of the status of the application for certification. The Board agrees to cooperate in promptly providing any information or documentation that is necessary for the Superintendent to obtain a provisional certificate as a school administrator, and further agrees to cooperate with a state-required mentor during the residency period as per state certification regulations. The parties expect the Superintendent to obtain the appropriate administrative

certification and school administrator endorsement prior to the commencement of the next school year; however, proof of submission of the requisite application and supporting documents will satisfy this clause. The Superintendent will provide official course transcripts for all earned post-secondary degrees to the Board of Education. These transcripts will be kept on file in the Board office.¹

ARTICLE III **DUTIES**

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

- a. To perform faithfully the duties of Superintendent of Schools for the Board and to serve as the chief school administrator in accordance with the laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board in the future. The specific job description adopted by the Board, applicable to the position of Superintendent of Schools, is incorporated by reference into this Contract, (attached as Exhibit A).

- b. To devote the Superintendent's full time, skills, labor, and attention to this employment during the term of this Contract; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without written permission of the Board. Should the Superintendent choose to engage in such outside activities on weekends, on his/her

¹ It is recommended that this provision be included in the initial contract. It is further recommended that each district have a policy requiring the board, through its personnel office, to maintain a copy of the superintendent's transcript and certificates on file.

vacation time, or at other times when s/he is not required to be present in the district, s/he shall retain any honoraria paid. The Superintendent shall notify the Board President in the event s/he is going to be away from the district-on-district business for two (2) or more days in any week. Any time away from the district that is not for district business must be arranged in accordance with provisions in this Contract governing time off. The Board recognizes that the demands of the Superintendent's position require him/her to work long and irregular hours, and occasionally may require that s/he attend to district business outside of the district.

- c. To assume the responsibilities for the selection, recommendation of appointment, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable Board policies and directives. The Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with *N.J.S.A. 18A:27-4.1*.
- d. To non-renew personnel pursuant to *N.J.S.A. 18A:27-4.1*, and to provide a written statement of reasons for non-renewal upon proper request to the employee.
- e. To study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, shall refer to him/her. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out his/her duties.
- f. To assume responsibility for the administration of the affairs of the school district, including but not limited to programs, personnel, fiscal operations, and instructional

programs. All duties and responsibilities therein will be performed and discharged by the Superintendent, or by staff, at the Superintendent's direction.

- g. To have a seat on the Board and have the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Superintendent shall attend all regular and special meetings of the Board, (except where a *Rice* notice has been served upon the Superintendent notifying him/her that his/her employment will be discussed in closed session, and the Superintendent had not requested that the meeting be conducted in public, or where the Superintendent has a conflict of interest), and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the school district.
- h. To suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well-being of the school district.
- i. To perform all duties incident to the Office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Superintendent shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations.
- j. The Board shall not substantially increase the duties of the Superintendent by assigning him/her the duties or responsibilities of another position or title unless the parties agree upon additional compensation commensurate with such increase in duties, the additional compensation is reflected in an addendum to this Employment Agreement, and such addendum has been approved by the Executive County Superintendent.

The Board shall acknowledge that the administration and the day-to-day operation of the district falls within the legislatively designated authority of the superintendent. The Board further acknowledges that the Board's legislatively designated role is to ensure that administrative authority is exercised consistently with the laws of the state as well as the duly adopted policies of the Board such that no exercise of administrative authority can be fairly characterized as arbitrary, capricious, or unreasonable.

ARTICLE IV

SALARY AND BENEFITS

A. Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract, but it shall not be deemed that the Board and the Superintendent have entered into a new employment contract.²

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

a. Initial Salary. The Board shall pay the Superintendent an annual salary of _____ dollars (\$____) for the 20__-__ school year. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

b. Effective July 1, 20__, the Superintendent's salary for the remainder of the term of this Contract shall be negotiated between the Board and the Superintendent and approved by the _____ County Executive County Superintendent but shall not be less than the salary paid to him/her in the previous year. The Board agrees to review the Superintendent's salary at the conclusion of the 20__-__

² Salary must be in accordance with *N.J.A.C. 6A:23A-1.2*.

school year, and at least annually thereafter. The parties agree that future salary determinations by the Board will be based on merit and the performance evaluation described in Article V below and will be subject to the approval of the _____ County Executive County Superintendent.

Or, in the alternative,

- c. *The Board and the Superintendent have agreed that the Superintendent shall receive minimum salary increases of ___% annually. In the event that the Board and the Superintendent agree that a salary increase should exceed the above percentage increase, then the parties agree and acknowledge that such salary increase must be reviewed and approved by the Executive County Superintendent.*

Or, in the alternative

- d. *The Board and the Superintendent herein agree to the Salary Schedule as set forth in Article IV below. The parties further agree that any change in the salary schedule shall be submitted to the Executive County Superintendent for review and approval.*
- e. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight July 1, 20___ (the final day of this Contract) unless the parties have agreed to a contract extension and that extension has been approved by the _____ County Executive County Superintendent. The terms of the extension will govern all increases to take effect after July 1, 20___. Any renewal, extension, or modification of this Contract shall comply with the notice provisions of *P.L.2007, c. 53, The School District Accountability Act* and *N.J.A.C. 6A:23A-3.1, et seq.*

2. No Reduction in Salary/Compensation. During the term of this Employment Contract, including any extension hereof, the Superintendent shall not be reduced in compensation and/or benefits except as otherwise provided by law.
3. **[OPTIONAL]** Merit Increases.³ The Superintendent may receive a merit bonus in addition to his/her annual base salary. The merit bonus will be based upon his/her achievement of quantitative merit criteria and/or qualitative merit criteria. The Board and Superintendent shall select up to three (3) quantitative merit criteria and up to two (2) qualitative merit criteria per contract year. The Executive County Superintendent shall approve or disapprove the selection of quantitative merit and/or qualitative merit criteria and the data that forms the basis of measuring the achievement of quantitative merit and/or qualitative merit criteria. The Superintendent shall receive a merit bonus in the amount up to 3.33% of his annual base salary for each quantitative merit criterion achieved, and/or a merit bonus in amount of up to 2.5% of annual base salary for each qualitative merit criterion achieved. The Board shall submit a resolution to the Executive County Superintendent certifying that the quantitative merit and/or qualitative merit criterion have been satisfied and shall await a confirmation of the satisfaction of that criterion from the Executive County Superintendent prior to payment of the merit bonus.
4. Sick leave. The Superintendent shall receive ___ *[no less than 10]* sick days annually. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A.
 - a. Supplemental compensation from accrued but unused sick leave shall not exceed \$15,000 unless:

- b. the Superintendent has accrued more than \$15,000 in unused sick leave by virtue of direct service to the district or to another district credited by the Board prior to the effective date of this Contract, pursuant to *N.J.S.A. 18A:30-3.2*; and
- c. Such compensation shall be payable only at the time of retirement from a state or locally administered retirement system and shall be based on accrued but unused sick leave credited on the date of retirement. Any payment due under this section shall be made to the Superintendent within 60 days of the termination of his/her employment. Accumulated unused sick leave compensation shall not be paid to the Superintendent's estate or beneficiaries in the event of death prior to retirement.

5. Vacation Leave:

- a. The Superintendent shall be entitled to an annual vacation of _____ working days per year, prorated. All of the vacation days shall be available for the Superintendent's use on July 1st of each year of the Contract.
- b. The Superintendent shall take his/her vacation time after giving the Board President reasonable notice. School vacations [*do/do not*] constitute time off for the Superintendent unless she/he uses his/her leave time. The Superintendent may take vacation days during the school year, upon notice to the Board President. The Superintendent is expected to attend to the business of the district as required for the smooth and efficient operation of the school district. The Superintendent shall document the use of accrued vacation days with the Board Secretary.

- c. The Board encourages the Superintendent to take his/her full vacation allotment each year; however, not more than ____ vacation days⁷ may be carried over by the Superintendent from year to year. All days carried over must be used in the next year, or those days not taken will be forfeited.
 - d. Vacation leave not taken in a given year because of duties directly related to a state of emergency declared by the Governor may accumulate at the discretion of the board until, pursuant to a plan established by the board and the Superintendent, the leave is used, or the Superintendent is compensated for that leave.
 - e. In the event that the Superintendent's Contract is terminated prior to its expiration, unused vacation time shall be paid on a pro-rated basis of ____ days accrued per month. In the event this Contract is not renewed, earned but unused vacation time will be paid at the Superintendent's daily rate of pay, based upon a 260-day work year, following his/her last day of employment. However, at the Board's discretion, should termination or non-renewal occur, the Board reserves the right to require the Superintendent to use his/her full vacation entitlement.
6. Holiday Leave. The Superintendent shall be entitled to all holidays granted to other administrators in the district.
7. Personal Leave. The Superintendent shall be entitled to ____ personal days, to attend to non-medical personal business during the school day, with full pay during the work

⁷ Not more than one year's allotment may be carried from one year into the next year.

year. Personal days may be taken during the school year with the notice to the Board President. As much advance notice as possible of the request to take personal time will be given. Personal day usage shall file with the Board Secretary. Personal days are non-cumulative and non-reimbursable.

8. Attendance Record. The Superintendent shall be responsible for filing a time-off slip, in advance of the time off, as set forth herein, or immediately upon his/her return to the district in the event of an unplanned absence, with the Board Secretary *[or with the designated staff member in charge of maintaining district attendance records]* each time any leave is taken. The Superintendent and Board President shall periodically review the Superintendent's attendance record to assure correctness.
9. Professional Membership. The Superintendent shall be entitled to membership, at the Board's expense for professional dues in the following professional associations: NJASA, AASA, and the _____ County Administrators Association and/or other organizations deemed important by the Superintendent and the Board. (Attached as Exhibit E.) The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences up to \$ _____, and similar expenses which s/he may incur while discharging the duties of Superintendent in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations. (*N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7, et seq.*). Such reimbursement shall comply with all applicable provisions of state and federal statutory and regulatory provisions and guidance, and with board policy. The Superintendent shall be entitled to attend the annual NJSBA/NJASA/NJASBO Workshop and Convention, NJASA TECHSPO, and the NJASA annual Spring Leadership Conference, *(list any additional*

state or national conferences here _____. Reimbursement or payment for such expenses shall be made in accordance with P.L. 2007, c. 53, The School District Accountability Act and affiliated regulations, and Board policies which amount shall not exceed \$_____.

If applicable, add the following:

The Superintendent may attend the “New Jersey School Administrator Residency Program” (SARP) sponsored by the New Jersey Association of School Administrators, at Board expense. The Board shall pay all fees and costs associated with the completion of the residency program and the mentoring program as required by the SARP... The Board shall pay all costs and fees associated with any state-mandated continuing education.

- a. Professional Publications. The Superintendent may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.
- b. Executive Coaching. In order to assist the Superintendent with the enhancement of leadership skills, fostering a positive and inclusive school culture, and effectively managing change within the district, the superintendent shall engage the NJASA Executive Coaching Service. The Board shall pay the costs for a minimum of 20 hours of executive coaching to be used within 1 year of commencement of the service.
- c. Health Benefits. The Board shall provide the Superintendent with individual or family health benefits coverage. The Superintendent shall pay the premium costs for all such coverages set forth in Chapter 78, P.L. 2011, or Chapter 44, P.L. 2020, whichever is applicable, and implementing regulations. Such limitation

shall in no way link this Contract with any agreement collectively negotiated with district employees. The premium shall be paid by the Superintendent through payroll deduction.

The Superintendent may waive coverage in any of the health benefits plans if covered through a spouse, civil union, or domestic partner's health plan, and in accordance with procedures established by the Board. The Superintendent will be paid the lesser of (twenty-five percent) 25% or (Five Thousand Dollars) \$5,000 of the cost of said coverage for waiving such coverage.⁶

- d. Mileage Reimbursement. The Superintendent shall be reimbursed for actual mileage when using his/her personal vehicle for Board business as annually established by the Annual Appropriations Act or the New Jersey Office of Management and Budget. *[May opt to provide monthly stipend: The Superintendent shall be paid a reasonable allowance of \$_____ per month as reimbursement for use of his/her vehicle in performance of his/her duties. There will be no additional reimbursement of mileage allowance paid, except for travel outside of New Jersey.]* Reimbursement for the use of a personal vehicle shall be tendered only upon proof of compliance with applicable regulations. *[In the alternative, the Board shall provide the Superintendent with an automobile for business use, in accordance with New Jersey regulations].*
- e. Tuition Reimbursement. The board shall reimburse the Superintendent for tuition costs incurred for graduate level courses at an accredited institution of higher education that are part of a formal program of studies leading to the awarding of

⁶ If the District is not in the School Employees' Health Benefits Plan (SEHBP), please consult with counsel for the board and the superintendent for further advice on waiving coverage.

a master's degree or a Doctoral Degree in an area or discipline judged to be of benefit to the Board. The Superintendent shall seek Board approval prior to enrolling in any graduate course of study.

- f. Professional Liability. The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his/her individual capacity or in his/her official capacity as agent and/or employee of the Board, provided the incident, which is the subject of any such demand, claim, suit, action or legal proceeding, arose while the Superintendent was acting within the scope of his/her employment. If, in the good faith opinion of the Superintendent, a conflict exists in regard to the defense of any claim, demand or action brought against him/her, and the position of the Board in relation thereto, the Superintendent may engage his/her own legal counsel, in which event the Board shall indemnify the Superintendent for the costs of his/her legal defense. The Board further agrees to cover the Superintendent under the Board's liability insurance policies, including employment practices liability coverage.

ARTICLE V **ANNUAL EVALUATION**

1. The Board shall evaluate the performance of the Superintendent at least once a year in accordance with statutes, regulations and Board policy relating to Superintendent evaluation. Each annual evaluation shall be in writing and shall represent a majority of the Board. A copy of the evaluation shall be provided to the Superintendent at least two (2) business days in advance of the annual summary conference, and the Superintendent

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

2. The final draft of the annual evaluation shall be adopted by a majority of the full Board by June 30 of each year of this Contract. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.
 - a Within sixty (60) days [*or other specified time*] of the execution of this Employment Contract, the parties shall meet to establish the district's goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated, as hereinafter provided. On, or prior to, June 1 of each succeeding school year, the parties will meet to establish the district's goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described.
 - b The parties also agree that the Board shall not hold any discussions or take any adverse action regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance. In addition, the Board shall not hold any discussions with regard to the Superintendent's performance, or that may adversely affect the Superintendent's employment, in public session, unless the Superintendent requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

ARTICLE VI
RIGHTS AND REMEDIES

1. This Contract shall terminate, the Superintendent's employment will cease, and no salary shall thereafter be paid, under any one of the following circumstances:

- a. failure to possess/obtain proper certification;
 - b. revocation of the Superintendent's certificate, in which case this Contract shall be null and void as of the date of revocation, as required by *N.J.S.A. 18A:17-15.1*;
 - c. forfeiture under *N.J.S.A. 2C: 51-2*; **[OPTIONAL]**
 - d. mutual agreement of the parties;
 - e. notification in writing by the Board to the Superintendent, at least [*a minimum of 30 days for each year of the term of the Contract*] _____ calendar days prior to the expiration of this Contract, of the Board's intent not to renew this Contract;
or
 - f. misrepresentation of employment history, educational and professional credentials, and criminal background.
2. In the event the Superintendent is arrested and charged with a criminal offense, which could result in forfeiture under *N.J.S.A. 2C:51-2*, the Board reserves the right to suspend him/her pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment, unless the Board certifies contractual tenure charges.
 3. Nothing in this Contract shall affect the Board's rights with regard to suspension under *N.J.S.A. 18A:6-8.3* and applicable case law.
 4. The Superintendent may terminate this Employment Contract upon at least _____ [*suggest 90 days minimum*] calendar days written notice to the Board, filed with the Board Secretary, of his/her intention to resign.

5. The Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by paragraphs B. and C. *supra* and *N.J.S.A. 18A:17-20.2*, provided, however, that the Board shall have the authority to relieve the Superintendent of the performance of his/her duties in accordance with *N.J.S.A. 18A:27-9*, so long as it continues to pay his/her salary and benefits for the duration of the term. The parties understand that any early termination must comply with the provisions of *P.L. 2007, c. 53, The School District Accountability Act*.

ARTICLE VII
RENEWAL - NON-RENEWAL

This Employment Contract shall automatically renew for a term of [the same term as the current contract] calendar years, expiring July 1, 20___, unless either of the following occurs:

- a. the Board by contract reappoints the Superintendent for a different term allowable by law;
- b. the Board notifies the Superintendent in writing, prior to _____,⁸ that s/he will not be reappointed at the end of the current term, in which case his/her employment shall cease upon the expiration of this Contract.

ARTICLE VIII
COMPLETE AGREEMENT

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

ARTICLE IX
SAVINGS CLAUSE

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

ARTICLE X
CONFLICTS

In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies or any permissive federal or State law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

ARTICLE XI
RELEASE OF PERSONNEL INFORMATION
PERSONNEL RECORDS

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

[NOTE: discuss with your attorney implications of the Open Public Records Act and the Records Destruction Act before destroying any document.]

No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in his/her personnel file unless s/he has had an opportunity to review the material. The Superintendent shall acknowledge that s/he has had the opportunity to review such material

by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Superintendent shall also have the right to submit a written answer to such material.

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

Board of Education of The
_____ School District

Superintendent

President

Date

Date

Witness

Witness

Revised 11/23