

**EMPLOYMENT AGREEMENT
SUPERINTENDENT OF SCHOOLS**

This **EMPLOYMENT AGREEMENT** is made and entered into this 22nd day of March, 2018, by and between the **BOARD OF EDUCATION OF THE BOROUGH OF HADDONFIELD**, One Lincoln Avenue, Haddonfield, New Jersey 08033 (“Board”), and **Dr. Lawrence J. Mussoline** (“Superintendent”).

WHEREAS, the Board is required by law to provide the Superintendent with a written employment agreement; and

WHEREAS, the Board desires to provide the Superintendent with a written employment agreement in order to enhance administrative stability and continuity within the Haddonfield School District (“District”), and to establish the terms and conditions of the Superintendent’s employment; and

WHEREAS, the Board and the Superintendent believe that a written employment agreement 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 District;

NOW, THEREFORE, the Board and the Superintendent, for the consideration herein specified, agree as follows:

I. TERM

The Board employs, and the Superintendent accepts employment as Superintendent of Schools, for a term commencing July 1, 2018 and expiring midnight June 30, 2023.

II. SUPERINTENDENT CERTIFICATION AND RESPONSIBILITIES

A. CERTIFICATION

The parties acknowledge that the Superintendent possesses a certificate of eligibility, 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 to serve as Superintendent. The Superintendent agrees to use his best efforts to obtain said certificate and endorsement 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.

B. DUTIES

The Superintendent shall be the chief executive and administrative officer of the Board and shall have responsibility within existing fiscal, legal and contractual limitations to organize and arrange the administrative and supervising staff, including instruction and business affairs, which in his judgment best serve the District, subject to the approval of the Board. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent. The Superintendent shall have the right to contact the Board attorney for

legal assistance as the need arises in carrying out his duties at the expense of the Board, provided that he has conformed to the Board's policies, rules and regulations and State law. The responsibility for selection, placement, transfer and dismissal of personnel, both instructional and non-instructional, shall be vested in the Superintendent, subject to approval of the Board consistent with State law.

All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent, and shall be set by Board Policy, which may be modified by the Board from time to time through discussion with and input from the Superintendent. The job description for the Superintendent, as adopted by the Board, is attached hereto by reference and incorporated herein as Exhibit A.

C. ATTENDANCE AT MEETINGS

The Superintendent shall have the right to attend all Board meetings and committee meetings. He shall have a seat on the Board and shall have the right to make recommendations to the Board or its committees with respect to any proposed action or policy, but shall have no vote. The Board may require the Superintendent or his designee to attend Board meetings and meetings of its various committees, provided that he is provided with at least forty eight (48) hour advanced notice of a committee meeting, and provided that his schedule enables him to attend said committee meeting.

D. EMPLOYMENT RIGHTS

The Board shall not hold any discussions regarding the Superintendent's employment in executive session unless the Superintendent is given written notice at least 48 hours in advance pursuant to the Open Public Meetings Act ("OPMA"). In addition,

the Board shall not take action that may adversely affect the Superintendent's employment in public session, unless the Superintendent requests that such discussions be held in public session or such action by the Board is required to be taken in public session pursuant to OPMA or school law.

E. REFERRAL OF CONCERNS

The members of the Board, individually and collectively, will promptly refer to the Superintendent any and all criticisms, complaints and suggestions concerning the operation and management of the District called to their attention. Any such references shall be discussed by the Board members at a scheduled meeting of the Board and a consensus sought to direct the Superintendent to study, recommend, and/or take action as he may deem appropriate consistent with Board policy and state and federal laws and regulations.

III. COMPENSATION

For all services rendered by the Superintendent, the Board shall pay the Superintendent annual compensation of One Hundred Sixty Nine Thousand Six Hundred Eighty Nine Dollars (\$169,689) plus a high school salary increment of Five Thousand Dollars (\$5,000) for a total annual salary of One Hundred Seventy Four Thousand Six Hundred Eighty Nine Dollars (\$174, 689) for each year of this Employment Agreement. All compensation shall be subject to normal payroll deductions and in accordance with the Board's schedule of salary payments in effect for other certified staff.

In the event the Superintendent salary cap regulations expire or are amended, the parties agree to negotiate a salary increase. Any such salary increase shall be reflected in an addendum to this Employment Agreement and, only if required, shall be subject to the

approval of the Executive County Superintendent if required by law. Effective July 1, 2019, if state regulations allow, the Superintendent's salary for the remainder of the term of this Employment Agreement shall be negotiated between the Board and the Superintendent and, if necessary, approved by the Camden County Executive County Superintendent, but shall not be less than the salary paid to him in the previous year. The Board agrees to review the Superintendent's salary at the conclusion of the 2018-19 school year, and at least annually thereafter.

Any renewal, extension, or modification of this Employment Agreement 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.*

During the term of this Employment Agreement, including any extension hereof, the Superintendent shall not be reduced in compensation and/or benefits except as otherwise provided by law.

IV. BENEFITS

A. HEALTH BENEFITS

1. The Board shall provide the Superintendent with individual and family health benefits coverage. The Superintendent shall pay the portion of the premium costs for all such coverages set forth in Chapter 78, P. L. 2011 and implementing regulations. Such limitation shall in no way link this Employment Agreement with any agreement collectively negotiated with District employees. The premium shall be paid by the Superintendent through payroll deduction.
2. The Superintendent may waive coverage in any of the health benefits plans if covered through a spouse's health plan or other 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.

B. VACATION

The Superintendent shall be entitled to twenty-five (25) vacation days each school year which shall be available to the Superintendent on July 1st of each year. Winter and Spring break periods shall not constitute time off of the Superintendent unless he utilizes vacation leave. Up to ten (10) unused vacation days can be carried over to the next school year for use in that school year. Carried over days not used in the subsequent year shall be lost. The Superintendent shall be permitted to take vacation days at any time with prior notice to the Board. No more than 2 weeks of continuous vacation time, exclusive of school holidays, may be taken without prior approval of the Board. The Board, through its personnel office, shall be responsible for maintaining written documentation of the Superintendent's earned, used and accrued vacation days. The Superintendent shall be compensated for all of his unused accumulated vacation days upon separation from service at the rate of 1/260 of his then current salary.

C. SICK LEAVE

The Superintendent shall be granted 12 paid sick days per school year. Unused sick leave days can accumulate from one school year to the next. Upon retirement (defined as terminating employment coincident with receiving monthly pension benefits under the Teachers' Pension and Annuity Fund), the Superintendent shall receive payment of \$100.00 per unused sick day accrued while employed for the Board to a maximum of \$15,000, or any maximum as defined by state law.

The Board shall grant the Superintendent an emergency sick leave bank of 40 days effective at the commencement of employment. Emergency sick leave may be utilized only after the Superintendent has exhausted all other sick leave granted to him. The number of days in the emergency sick leave bank shall be reduced at the end of each year of employment by the number of accumulated, but unused days the Superintendent has remaining from that school year. In the event of termination of employment, the Superintendent shall not be reimbursed for any remaining days in the emergency sick leave bank.

D. HOLIDAY LEAVE

The Superintendent shall be entitled to all holidays granted to other administrators in the District.

E. PERSONAL LEAVE

The Superintendent shall be entitled to 3 personal days, to attend to personal business during the school day, with full pay during the work year. Personal days may be taken during the school year with the prior 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 be reflected on time-off slips filed with the Board Secretary. Personal days are non-cumulative and non-reimbursable.

F. LONG TERM DISABILITY

The Superintendent shall be entitled to a long term disability benefit of 70% of basic monthly earnings, to a maximum of \$10,000, as currently provided under the terms of the group insurance contract available to administrative staff, subject to any changes to the group insurance contract. The disability policy shall be paid for by the Board.

G. JOB-RELATED EXPENSES

The Superintendent shall be reimbursed for reasonable job-related expenses, and shall be eligible for reimbursement for mileage at the applicable OMB rate, consistent with N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7 et seq.

The Superintendent shall attend the "School Administrators' Residency Program" (SARP) sponsored by the New Jersey Association of School Administrators and the Board shall pay all fees and costs associated with attendance of the SARP. The Board shall pay all costs and fees for the Superintendent to complete state-mandated mentoring. The Board shall pay all costs and fees associated with any state-mandated continuing education.

H. MEMBERSHIP FEES

The Board shall pay dues and membership fees in the New Jersey Association of School Administrators, the American Association of School Administrators, ASCD, National School Boards Association, the District Management Group, and the Camden County Association of School Administrators. The Board may approve expenditures for other professional and/or civic groups that the Board and the Superintendent determine are relevant to maintaining and/or improving his professional skills.

I. CONFERENCES

The Board encourages the continuing professional growth of the Superintendent through his participation in seminars, conferences and programs sponsored by local, state and national school administrators and school board associations. The Superintendent shall be permitted, at his discretion, at a minimum, to attend two state and two national conferences annually. The Board shall pay all reasonable travel and related costs

associated with any such programs attended, consistent with Board policy and statutory mandates.

J. PROFESSIONAL PUBLICATIONS

The Superintendent may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.

K. TECHNOLOGY

The Board shall reimburse the Superintendent for the actual cost of using his own cellular phone, including data plan, in an amount not to exceed \$50 per month. The Board shall provide the Superintendent with a computer or tablet to use for business purposes while away from his office. The Board shall allow reasonable personal use of the computer/tablet.

V. DISTRICT GOALS AND OBJECTIVES

The parties shall meet to establish the Superintendent'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. These goals and objectives should be developed by September 1st of each year.

VI. EVALUATION

The Board shall evaluate the performance of the Superintendent at least once a year in accordance with statutes, regulations and Board policy. The evaluation must be completed by June 30th of each school year. Each written performance report shall be in writing and shall represent the collective judgment of a majority of the full membership of the Board. The Superintendent and a majority of the full membership of the Board shall meet annually to conduct a summary conference prior to the annual written

performance report. The annual summary conference shall be held in executive session, with the appropriate Rice notice, unless the Superintendent requests that the annual conference be held in public. The annual written performance report shall be prepared and approved by a majority of the full membership of the Board by June 30th. The Superintendent shall propose a schedule for the evaluation process, including but not limited to, the scheduling of the annual summary conference for the next year, to the Board President by the annual organization meeting each year.

The Superintendent's annual written performance report shall be in writing, shall include areas of commendation and recommendation, and shall provide direction as to any aspects of performance in need of improvement. The annual written performance report shall be based upon the goals and objectives of the District, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent and such other criteria as the State Board of Education shall prescribe by regulation.

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 any specific instance or instances of unsatisfactory performance. The written performance report 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 written performance report. Such 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 Agreement, 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.

VII. 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 individual capacity or in his 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 employment. The Board further agrees to cover the Superintendent under the Board's liability insurance policies, including employment practices liability coverage, in the minimum amount of \$1 million.

VIII. RENEWAL/NONRENEWAL

This Employment Agreement shall automatically renew for a term of 5 calendar years, expiring July 1, 2028, unless one or more of the following occurs:

- A. The Board by contract reappoints the Superintendent for a different term allowable by law;
- B. Mutual agreement of the parties;
- C. Unilateral termination by the Superintendent upon 120 days written notice to the Board;

- D. Notification in writing by the Board to the Superintendent, at least 150 days prior to the expiration of this Employment Agreement of the Board's intent not to renew this Employment Agreement; or
- E. Termination by the Board for inefficiency, incapacity or conduct unbecoming a superintendent or other just cause, and only in the manner mandated by the New Jersey Tenure Hearing Law.
- F. Revocation or suspension of the Superintendent's certificate, in which case this Employment Agreement shall be null and void as of the date of revocation, as required by N.J.S.A. 18A:17-15.1

IX. COMPLETE AGREEMENT

This Employment Agreement embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties. There are and have been no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. Any renewal, extension, or modification of this Employment Agreement shall comply with the notice provisions of N.J.S.A. 18A:11-11 and N.J.A.C. 6A:23A-3.1 *et seq.*

X. SAVINGS CLAUSE

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

XI. RELEASE OF PERSONNEL INFORMATION/PERSONNEL RECORDS

The Superintendent shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents

contained therein. He shall be entitled to have a representative accompany him during such review. At least once every year, the Superintendent shall have the right to indicate those documents and/or other materials in his file that he believes to be obsolete or otherwise inappropriate to retain; and, subject to final approval of the Board, such documents identified by him shall be destroyed.

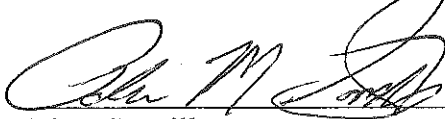
No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in his/her personnel file unless he has had an opportunity to review the material. The Superintendent shall acknowledge that he has had the opportunity to review such material by affixing his signature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

XII. APPROVALS

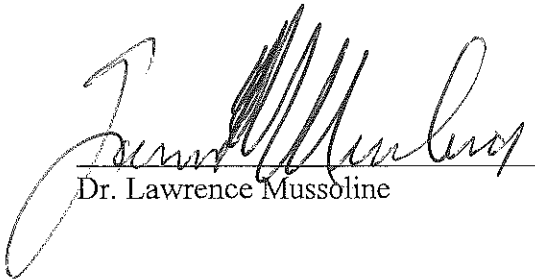
This Employment Contract has been approved by the Camden County Executive Superintendent on March , 2018. This Employment Agreement has been approved by a majority vote of the full members of the Haddonfield Board of Education meeting of March 22, 2018 and has been made a part of the minutes of that meeting.

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

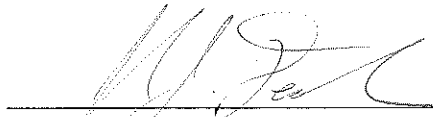
**BOARD OF EDUCATION OF THE
BOROUGH OF HADDONFIELD**

 4/11/18

Adam Sangillo Date
Board President

 4/11/18

Dr. Lawrence Mussoline Date

 4-11-18

WITNESS:
John Deserable Date
Board Secretary/School Business Administrator