

EMPLOYMENT AGREEMENT SUPERINTENDENT OF SCHOOLS

This **EMPLOYMENT AGREEMENT** (“Agreement”) is made and entered into this day of April, 2023, by and between the **BOARD OF EDUCATION OF THE BOROUGH OF HADDONFIELD**, One Lincoln Avenue, Haddonfield, New Jersey 08033 (“Board”), and **Charles Klaus** (“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 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; 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; and

WHEREAS, the Camden County Executive County Superintendent of Schools has reviewed and approved this Agreement; and

WHEREAS, any changes, modifications, or amendments to this Agreement must first be submitted to the Executive County Superintendent of Schools prior to any Board action to approve; and

WHEREAS, this Agreement has been approved by a vote of the Members of the Board at its April 21st, 2023 meeting, and has been made a part of the minutes of that meeting.

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

**ARTICLE I
TERM**

The Board employs, and the Superintendent accepts employment as the Superintendent of Schools, for a term commencing July 1, 2023 and expiring midnight June 30, 2026.

**ARTICLE II
CERTIFICATION**

The Superintendent possesses a standard 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.

**ARTICLE III
DUTIES**

The Superintendent, in consideration of the employment, salary and benefits established 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 of the District 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 Agreement.

B. To devote the Superintendent's full time, skills, labor, and attention to this employment during the term of this Agreement; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation during normal working hours without the consent of the Board President. The Board recognizes that the demands of the Superintendent's position require him to work long and irregular hours, and occasionally may require that he attend to District business outside of the District. The Superintendent shall notify the Board President in the event 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 Agreement governing time off.

C. To assume the responsibilities for the selection, 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.

D. To renew or 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. 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.

F. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out his duties.

G. To assume responsibility for the administration of the affairs of the 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.

H. 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, and all executive session meetings, (except where a Rice notice has been served upon the Superintendent notifying him that his employment will be discussed in executive session, and the Superintendent has not requested that the discussion 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 District.

I. 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 District.

J. 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. In the event the Board desires to substantially increase the duties of the Superintendent by assigning him the duties or responsibilities of another position or title, the parties shall enter into good faith negotiations on any additional compensation commensurate with such increase in duties, Any additional compensation will be reflected in an addendum to this Employment Agreement, and such addendum shall be approved by the Executive County Superintendent.

ARTICLE IV COMPENSATION

A. Salary. The Board shall pay the Superintendent a total annual base salary of two hundred and six thousand dollars (\$206,000.00) for the period of July 1, 2023 to June 30, 2024. All salary payments shall be subject to normal payroll deductions and in accordance with the Board's schedule of salary payments in effect for other administrative staff.

For the period of July 1, 2024 to June 30, 2025, the Superintendent's annual base salary shall be two hundred ten thousand six hundred and eighty-three dollars (\$210,683.00).

For the period of July 1, 2025 to June 30, 2026, the Superintendent's annual base salary shall be two hundred sixteen thousand five hundred and twenty-nine dollars (\$216,529.00).

In addition to his annual base salary as noted above, the Superintendent shall receive a high school salary increment of five thousand dollars (\$5,000) during each year of this Agreement, paid over each pay period and subject to pension contributions, which

shall be considered part of the Superintendent's overall yearly compensation for performing the duties of Superintendent.

The Superintendent shall not be reduced in compensation and/or benefits except as otherwise provided by law.

B. Merit Bonus. The Superintendent may receive a merit bonus in addition to his annual base salary. The merit bonus will be based upon his achievement of quantitative merit criteria and/or qualitative merit criteria. On or before September 30, 2023 the Board and Superintendent shall select three (3) quantitative merit criteria and two (2) qualitative merit criteria for the 2023-2024 school year. The merit criteria will then be submitted to the Executive County Superintendent who shall approve or disapprove the selection of quantitative merit and the qualitative merit criteria. In the event the Executive County Superintendent disapproves any criterion, the parties shall agree on a new one and resubmit it for approval. The Superintendent shall receive a merit bonus in the amount 3.33% of his annual base salary for each quantitative merit criterion achieved, and/or a merit bonus in the amount of 2.5% of annual base salary for each qualitative merit criterion achieved. On or before June 30th of each subsequent year of this Agreement, the Board and Superintendent shall select three (3) quantitative merit criteria and two (2) qualitative merit criteria for the next school year, and follow the above-described process.

Except in the final year of this Agreement, the determination as to whether any or all of the criteria have been satisfied will be made by a majority of the full Board by no later than August 30th; in the final year it shall be made by June 30th, unless for reasons beyond the Board's control said determination cannot be made by that date. The Board shall submit a resolution to the Executive County Superintendent certifying that the

quantitative merit and/or qualitative merit criteria have been satisfied and shall await a confirmation from the Executive County Superintendent prior to payment of the merit bonus. The Board shall pay any merit bonus within thirty (30) days of receiving such confirmation from the Executive County Superintendent. This provision shall survive the expiration of this Agreement.

C. Salary Reduction Annuity. The Superintendent shall have the right during the Superintendent's employment, to take a reduction in salary and require the Board to use an amount corresponding to such reduction to purchase a tax-sheltered annuity and/or mutual fund investment in accordance with N.J.S.A. 18A:66-127, et seq. and applicable tax laws, including Sections 403 (b) and 457(b) of the federal Internal Revenue Code. The maximum amount of reduction in salary authorized shall be the maximum tax deferral amount permitted by the federal Internal Revenue Code.

ARTICLE V BENEFITS

A. HEALTH BENEFITS

1. The Board shall provide the Superintendent with medical insurance, a prescription plan (Benecard) and dental insurance (Delta Dental) up to family coverage consistent with other administrative staff members in the District. The Superintendent shall pay 35% of the portion of the premium costs for medical and prescription coverage for the coverage level selected. Should the Superintendent enroll in the equivalent New Jersey Educators Health Plan or the equivalent New Jersey Educators Garden State Plan, his contributions shall be set forth in P.L. 2020, Chapter 44. The Board's maximum amount of contribution for dental coverage shall be \$1,500 per year. Premiums 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 \$1,800 for waiver of parent/child coverage or \$2,500 for waiver of family coverage.

B. VACATION

1. The Superintendent shall be entitled to twenty (20) vacation days per school year (defined as the period from July 1 to June 30) which shall be available to the Superintendent on July 1. Up to ten (10) unused vacation days can be carried over to the next succeeding school year for use in that school year only to a maximum of thirty (30) days. Carried over days not used in the subsequent year shall be lost.

2. 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 business office, shall be responsible for maintaining written documentation of the Superintendent's earned and used vacation days.

3. The Superintendent shall be compensated for all of his unused, accumulated vacation days (maximum thirty (30) days) upon separation from service from the District at the rate of 1/260 of his then current salary. Provided, any payment of unused vacation days credited during the school year of separation will be prorated based on the duration of service in that school year. The Board shall make any payment hereunder to the Superintendent within thirty (30) days of his last day of employment, unless otherwise agreed upon by the parties. In the event of the Superintendent's death, payment for his unused vacation days shall be made to his estate.

4. In accordance with N.J.S.A. 18A:30-9.1, vacation days 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 pursuant to a plan established by the Board until such time as the Superintendent uses the accumulated vacation days or the Superintendent is compensated for the accumulated unused vacation days following Board approval.

C. SICK LEAVE

1. The Superintendent shall be granted 12 paid sick days per school year, credited as of July 1. Unused sick days shall accumulate from one year to the next. In addition, the Superintendent shall be credited with 334 accumulated but unused sick days from his previous service within the District, subject to deduction for any sick days used from the date of this Agreement to June 30, 2023.

2. Upon retirement (defined as terminating employment coincident with receiving monthly pension benefits under the Teachers' Pension and Annuity Fund (TPAF)), the Superintendent shall receive payment of fifty dollars (\$50.00) per unused sick day accrued while employed for the Board to a maximum of \$15,000. The Board shall make any payment hereunder to the Superintendent within thirty (30) days of his last day of employment, unless otherwise agreed upon by the parties.

3. The Board, through its business office, shall be responsible for maintaining written documentation of the Superintendent's earned and used sick days.

4. Compensation for accumulated but unused sick leave shall be payable only at the time of retirement from the TPAF as defined above, and shall be based on accrued, but unused sick leave credited on the date of retirement. Accumulated but

unused sick leave compensation shall not be paid to the Superintendent's estate or beneficiaries in the event of his death prior to retirement.

D. HOLIDAY LEAVE

The Superintendent shall be entitled to all holidays and recesses pursuant to the District calendar with the exception of summer recess. Paid time off for holidays and recesses beside summer shall not be charged against the Superintendent's vacation allotment.

E. PERSONAL LEAVE

The Superintendent shall be entitled to 3 personal days per school year to attend to personal business during the school day with full pay with prior notice to the Board President. As much advance notice as possible of the request to take personal time will be given. The Board, through its business office, shall be responsible for maintaining written documentation of the Superintendent's usage of personal days. Personal days are non-cumulative and non-reimbursable.

F. LEAVE FOR SERIOUS ILLNESS TO IMMEDIATE FAMILY

In the event of serious illness to the Superintendent's immediate family, the Superintendent shall be allowed a leave of up to three (3) paid days per school year. Any unused leave shall not accumulate and are non-reimbursable. Immediate family shall include spouse, longstanding personal partner, child, grandchild, father, mother, father-in-law, mother-in-law, step father, step mother, daughter-in-law, son-in-law, brother, sister, brother-in-law, sister-in-law, grandparent of Superintendent or spouse, or any member of his immediate household.

G. BEREAVEMENT LEAVE

The Superintendent shall be allowed bereavement leave per school year as follows: ten (10) days for spouse or child; five (5) days for a long standing personal partner, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, step father, step mother, grandparent or grandchildren; one (1) day for friend or relative outside immediate family.

H. LONG TERM DISABILITY

The Board shall provide coverage for the Superintendent pursuant to the long term disability insurance plan through Hartford Insurance pursuant to the terms and conditions of said plan.

I. 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.

J. 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.

K. 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, and pursuant to N.J.S.A. 18A:11-12: OMB Circulars and NJAC 6A:23A-3.1 (e) 4.

L. PROFESSIONAL PUBLICATIONS

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

M. 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.

**ARTICLE VI
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

shall be developed by August 1st.

ARTICLE VII EVALUATION

A. The Board shall evaluate the performance of the Superintendent once a year in accordance with statutes, regulations and Board policy. The evaluation must be completed by June 30th. 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 to conduct a summary conference prior to the annual written performance report. The 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 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.

B. The Superintendent's 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 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.

C. 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 evaluation in question.

D. On or before June 1st of each school year of this Agreement, the Superintendent and the Board shall meet to review the evaluation format and to mutually determine the format to be used in the subsequent school year.

ARTICLE VIII PROFESSIONAL LIABILITY

Consistent with N.J.S.A. 18A:16-6 and 6.1, the Board 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.

ARTICLE IX TERMINATION OF AGREEMENT

A. This Agreement shall terminate, the Superintendent's employment will cease, and no salary shall thereafter be paid, under any one of the following

circumstances:

1. Failure to possess/obtain proper certification;
2. Revocation or suspension of the Superintendent's certificate, in which case this Agreement shall be null and void as of the date of revocation, as required by N.J.S.A. 18A:17-15.1;
3. Forfeiture under N.J.S.A. 2C: 51-2;
4. Mutual agreement of the parties;
5. Notification in writing by the Board to the Superintendent, on or before April 1, 2026, of the Board's intent not to renew this Agreement;
6. Notification in writing by the Superintendent to the Board, filed with the Board Secretary, upon at least ninety (90) days' written notice of his intention to resign;
7. Proceedings under N.J.S.A. 18A:6-10; or
8. Material misrepresentation of employment history, educational and professional credentials, and/or criminal background, subject to N.J.S.A. 18A:6-10.

B. 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 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.

C. Nothing in this Agreement shall affect the Board's rights with regard to suspension under N.J.S.A. 18A:6-8.3 and applicable case law.

D. The Superintendent shall not be dismissed or reduced in salary during the term of this Agreement, except as authorized by 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 duties in accordance with N.J.S.A. 18A:27-9, so long as it continues to pay his salary and benefits for the duration of the term. Any early termination must comply with the provisions of N.J.S.A. 18A:20.2a and N.J.A.C. 6A:23A-3.2.

ARTICLE X COMPLETE AGREEMENT

This 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 Agreement shall comply with the approval and notice provisions of N.J.S.A. 18A:11-11 and N.J.A.C. 6A:23A-3.1 et seq.

ARTICLE XI SAVINGS AND CONFLICTS CLAUSE

If, during the term of this Agreement, it is found that a specific clause of the contract is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of the Board's policies or any permissive federal or State law, the terms of this Agreement shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

**ARTICLE XII
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.

No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in his 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.

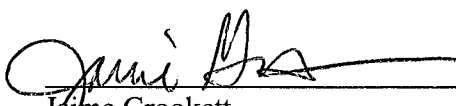
**ARTICLE XIII
APPROVALS**

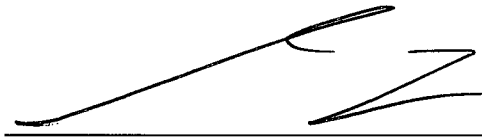
This Agreement has been approved by the Camden County Executive Superintendent on February 15th, 2023. This Agreement has been approved by a majority vote of the full members of the Board at its meeting of April 27th, 2023 and has been made a part of the minutes of that meeting.


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.

[Signature page follows]

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

 4/28/23
Jaime Groomett Date
Board President

 4/28/23
Mr. Charles Klaus Date

 4/28/23
WITNESS: Date
Michael Catalano
Board Secretary/School
Business Administrator