

**Employment Contract between
Board of Education of the Borough of Haddonfield and
Dr. Gino Priolo
Assistant Superintendent for K-12 Programs
2023-2024**

This Employment Contract ("Contract") is made and entered into this 25th day of May 2023 by and between the Board of Education of the Borough of Haddonfield, County of Camden, New Jersey, with offices located at One Lincoln Avenue, Haddonfield, NJ 08033 (hereinafter referred to as the "Board"), and Dr. Gino Priolo, Assistant Superintendent for K-12 Programs (hereinafter referred to as the "Assistant Superintendent").

This Contract replaces and supersedes all prior employment contracts between the parties hereto. Signatures to this Contract constitute assent to a rescission of any and all prior contracts as well as agreement to the terms thereof.

Whereas, the Board desires to provide the Assistant 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 Assistant 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 operation of the education program of the schools; and

Whereas, the Assistant Superintendent has approved the terms and conditions of this Contract; and

Whereas, the Camden County Executive County Superintendent of Schools has approved the terms and conditions of this Contract; and

Whereas, this Contract has been approved by a vote of the members of the Board at its meeting of May 25th, 2023 and has been made a part of the minutes of that meeting.

Now, therefore, the Board and the Assistant Superintendent, for the consideration herein specified, agree as follows:

1. Term

The Board, in consideration of the promises herein contained of the Assistant Superintendent, hereby employs, and the Assistant Superintendent accepts employment as the Assistant Superintendent for K-12 Programs for the period from July 1, 2023 and expiring midnight June 30, 2024.

2. Assistant Superintendent Responsibilities

All duties assigned to the Assistant Superintendent by the Superintendent will be appropriate to and consistent with the professional role and responsibility of the Assistant Superintendent and shall be set by Board policy and in the job description, which may be modified from time to time, consistent with the intent set forth above.

The Board shall not hold any discussions with regard to the Assistant Superintendent's performance, or that may adversely affect the Assistant Superintendent's employment, in public session, unless the Assistant Superintendent requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

The members of the Board, individually and collectively, will refer to the Superintendent all criticisms, complaints and suggestions concerning the performance of the Assistant Superintendent-called to their attention. The Board will not take action on any such criticisms, complaints and/or suggestions until they are discussed by the Superintendent and Board members at a scheduled meeting of the Board and a consensus sought to direct the Superintendent to study, recommend, and/or take action. The Assistant Superintendent shall have the right to contact the Board attorney for legal assistance as the need arises in carrying out his duties.

3. Compensation

The Assistant Superintendent shall not be reduced in compensation, including salary and benefits. Any adjustment in salary shall be in the form of an amendment and shall become part of the Contract, but it shall not be deemed that the Board and the Assistant Superintendent have entered into a new employment contract. The Executive County Superintendent must review all renegotiations, amendments and other alterations of terms in accordance with N.J.S.A. 18A:7-8(j) and N.J.A.C. 6A:23A-3.1(a)(2).

A. Salary

The Board shall pay the Assistant Superintendent an annual salary of one hundred eighty-seven thousand, four hundred seventy-five dollars (\$187,475). This annual salary rate shall be paid to the Assistant Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

B. Leaves

The Board shall provide the following leaves as part of the Assistant Superintendent's compensation:

- (1) Vacation -- The Assistant Superintendent shall be granted twenty (20) vacation days annually, all of which shall be available on July

l, 2023. The Assistant Superintendent shall be permitted to take vacation days upon the Superintendent's approval. The Board, through its business office, shall be responsible for maintaining written documentation of the Assistant Superintendent's earned, used and accrued vacation days. He may carry over up to ten (10) unused vacation days from one year to the next succeeding year only to a maximum of thirty (30) vacation days.

- (2) Holidays -- The Assistant Superintendent shall be entitled to all school holidays and recesses pursuant to the school calendar, with the exception of summer recess. Paid time off for holidays and other recesses besides the summer shall not be charged against the Assistant Superintendent's vacation allotment.
- (3) Sick Leave -- The Assistant Superintendent shall receive twelve (12) sick days per year, credited as of July 1. The unused portion of such leave, at the end of the school year, shall be cumulative.
- (4) Leave for Serious Illness in Immediate Family -- In the event of serious illness in the Assistant Superintendent's immediate family, as defined below, the Assistant Superintendent shall be allowed a leave of up to three (3) paid days. Any unused leave shall not accumulate. Any request for extension of the leave of absence shall be considered by the Superintendent.
 - i. Definition of "Immediate Family": "Immediate Family" shall include spouse, longstanding personal partner, child, grandchild, father, mother, father-in-law, mother-in-law, stepfather, stepmother, daughter-in-law, son-in-law, brother, sister, brother-in-law, sister-in-law, grandparent of Assistant Superintendent or spouse, or any member of his immediate household.
- (5) Personal Leave -- The Assistant Superintendent shall be granted three (3) personal day of absence for personal matters that require absence during school hours. Unused personal days shall not convert to accumulated sick time at the end of each school year.
- (6) Bereavement Leave — The Assistant Superintendent shall be allowed bereavement leave as follows: up to 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; and one (1) day for friend or relative outside immediate family.

C. Medical Insurance

The Board shall provide, as part of the Assistant Superintendent's compensation, the following medical insurance:

- (1) The Board shall provide to the Assistant Superintendent medical insurance and a prescription plan (Benecard) up to family coverage level at his option through the Board's Master Benefit Plan. The Assistant Superintendent will contribute thirty-five percent (35%) toward the premiums for the elected health/prescription plan.
- (2) Dental Care -- The Board shall provide the Assistant Superintendent with dental insurance up to family coverage level at his option through the Delta Dental program. The Board will contribute up to a maximum of fifteen hundred (1,500) dollars per year.
- (3) Waiver of Benefits -- The Assistant Superintendent shall be entitled to \$1,800 for waiver of parent/child coverage consistent with Board Policy.

D. Long-Term Disability

The Board shall provide the Assistant Superintendent with long-term disability insurance policy through Hartford Insurance that provides a benefit of at least \$5,000 per month.

E. Job Related Expenses

The Board shall reimburse the Assistant Superintendent for job-related expenses including, but not limited to, transportation expenses, mileage reimbursement and sustenance as per district policy and administrative regulations (N.J.A.C. 6A:23A-7.1 et seq.), including applicable OMB Circulars.

F. Technology

The Board shall provide the Assistant Superintendent with a cellular phone including a data plan. The Board shall allow reasonable personal use for the phone. The Board shall provide the Assistant 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.

G. Tuition Reimbursement and Mentor Fee Reimbursement

The Board shall reimburse the Assistant Superintendent for his attendance and/or participation in appropriate and Board-approved graduate level work in education, consistent with N.J.A.C. 6A:23A-3.1(e)(16), Board approved local and national conferences and enrollment in county, state and/or national professional organizations. The Assistant Superintendent shall follow Board Policy in supplying the necessary documentation when seeking reimbursement. To the extent it has not already done so the Board shall reimburse the Assistant Superintendent for fees and costs incurred for his residency mentorship program to obtain a standard CSA certificate.

H. Indemnification

Consistent with N.J.S.A. 18A:16-6 and 16-6.1, the Board shall defend, hold harmless and indemnify the Assistant Superintendent from any and all demands, claims, suits, actions and legal proceedings of any kind brought against the Assistant Superintendent arising out of and in the course of the performance of his duties as Assistant Superintendent.

4. Separation from Service

The Assistant Superintendent shall also receive the following as part of his compensation upon his separation from employment with the Board.

A. Sick Days

Upon the Assistant Superintendent's retirement from employment with the district, the Board will pay all unused, accumulated sick days at the following rate:

Length of Service in
Haddonfield School District

Less than 15 years	\$35/day
15-19 years	\$45/day
20 or more years	\$50/day

Reimbursement for unused accumulated sick days at the time of retirement from employment shall be capped at \$15,000.00. Retirement shall mean application for and receipt of pension benefits pursuant to the Teachers' Pension and Annuity Fund.

B. Vacation Days

Upon the Assistant Superintendent's separation from employment with the district, the Board will pay all unused, accumulated vacation days

(maximum of 30) at the per diem rate (1/260th) of the Assistant Superintendent's final annual salary; Provided, any payment of unused vacation days credited during the year of separation of service will be prorated based on the duration of service in that year. Any payment hereunder shall be made by the Board within thirty (30) days of the Assistant Superintendent's last day of employment. "Separation from employment" shall mean the Assistant Superintendent's separation from the district due to death, incapacity, retirement or resignation. In the event of the Assistant Superintendent's death, payment shall be made to his estate.

C. Continuation of Medical, Prescription Drug and Dental Benefits

Upon retirement, if the Assistant Superintendent has not qualified for School Employees Health Benefits Plan ("SEHBP") for retiree coverage, the Assistant Superintendent may, at his option, pay for continued medical, prescription drug and dental benefits for himself and his dependents for a period consistent with COBRA and/or until he qualifies for SEHBP retiree coverage, whichever is sooner. This option applies to dental benefits if the Assistant Superintendent is eligible for SEHBP retiree benefits. The cost of this coverage will be equal to the actual rates established by the carriers on an annual basis. Payments will be made directly to the Board on a monthly basis. This provision shall survive the expiration of this Contract.

5. Professional Growth of Assistant Superintendent

The Board encourages the continuing professional growth of the Assistant Superintendent through his participation, as he might decide in light of his responsibilities as the Assistant Superintendent, in the following:

- A. The operations, programs, and other activities conducted or sponsored by local, state and national school board associations;
- B. Seminars and courses offered by public or private educational institutions;
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Assistant Superintendent to perform his professional responsibilities for the Board;
- D. Visits with other institutions; and
- E. Other activities promoting the professional growth of the Assistant Superintendent.

The Board, upon the approval of the Superintendent, shall permit a reasonable amount of release time for the Assistant Superintendent to attend such matters and shall pay all necessary travel, registration and sustenance expenses as per district policy and administrative regulations (N.J.A.C. 6A:23A-7.1 et seq.), including applicable OMB Circulars. The Board shall pay all costs and fees associated with state mandated continuing education.

6. Membership Fees

The Board shall pay the Assistant Superintendent's membership fees and/or dues to the following associations: New Jersey Association of School Administrators, Association for Supervision and Curriculum Development, and the New Jersey Association for Supervision and Curriculum Development.

7. Evaluation

The Superintendent shall evaluate the performance of the Assistant Superintendent at least once a year, on or before May 30th. The Assistant Superintendent's evaluation 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 evaluation shall be based upon the District's goals and objectives, the responsibilities of the Assistant Superintendent as set forth in the job description of the Assistant Superintendent for K-12 Programs (attached hereto and incorporated by reference) and such other criteria as determined by the Superintendent. The evaluation format shall be developed jointly by the Superintendent and Assistant Superintendent (with final approval by the Superintendent) within ninety (90) days of the execution of this Contract.

In the event the Superintendent determines that the performance of the Assistant Superintendent is unsatisfactory in any respect, he/she 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 in which the Superintendent deems performance to be unsatisfactory. The Assistant Superintendent shall have the right to respond in writing to the evaluation. This response shall become a permanent attachment to the evaluation in question. On or before June 30th, the Assistant Superintendent and the Superintendent shall meet to review the evaluation format and to mutually determine the evaluation format to be used in the subsequent school year.

8. Termination of Employment Contract

This Contract may be terminated by:

- A. Mutual agreement of the parties;

- B. Either party providing sixty (60) days written notice to the other party of intent to terminate;
- C. Notice of nonrenewal to the Assistant Superintendent pursuant to N.J.S.A. 18A:27-10 et seq.; or
- D. The Board, immediately for cause.

9. Complete Agreement

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

10. Conflicts

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

11. Savings Clause

If during the term of this Contract, it is found that a specific clause of the contract is illegal in Federal or State law, the remainder of this Contract not affected by such a ruling shall remain in force.

12. Release of Personnel Information

Disclosure of personnel information is governed by the Open Public Records Act, codified at N.J.S.A. 47:1A-1 et seq., Executive Order No. 11 (November 15, 1974), Executive Order No. 21 (July 8, 2002), Executive Order No. 26 (August 13, 2002), and case law interpreting them. All information related to the Assistant Superintendent's performance, evaluation or any discipline which the public is not otherwise entitled to access under law is deemed confidential and shall not be released to the public absent a written release by the Assistant Superintendent, or by a lawful order of a court of competent jurisdiction.

13. Personnel Records

The Assistant 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 Assistant Superintendent's conduct, service, character or personality shall be placed in his personnel file unless he has had an

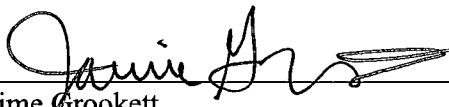
opportunity to review the material. The Assistant Superintendent shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Assistant Superintendent shall also have the right to submit a written answer to such material.

14. Certification

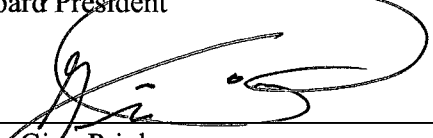
The Assistant Superintendent shall hold and maintain a valid and appropriate certificate issued by the New Jersey State Board of Education to act as Assistant Superintendent of Schools in the State of New Jersey. If at any time the certificate of the Assistant Superintendent is revoked, the Assistant Superintendent is to provide immediate notice to the Superintendent and the Board and this Agreement shall be null and void as of the date of the revocation.

In Witness Whereof, they set their hands and seals to this Employment Contract effective on the day and year first above written.


Haddonfield Board of Education

 5/25/23

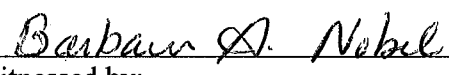
Jaime Crookett Date
Board President

 5/26/23

Dr. Gino Priolo Date
Assistant Superintendent

 5/26/23

Michael Catalano Date
School Business Administrator/Board Secretary

 5/26/23

Witnessed by: Date

