

**BOROUGH OF GLASSBORO BOARD OF EDUCATION
GLASSBORO, NEW JERSEY
EMPLOYMENT CONTRACT FOR
SUPERINTENDENT OF SCHOOLS**

THIS AGREEMENT is made this ___ day of _____, 2017, between **THE BOARD OF EDUCATION OF BOROUGH OF GLASSBORO**, Gloucester County, whose administrative offices are located at 560 Joseph L. Bowe Boulevard, Glassboro, New Jersey 08028 (hereinafter referred to as “the BOARD”) and **DR. MARK SILVERSTEIN** (hereinafter referred to as “SILVERSTEIN” or the “SUPERINTENDENT”).

THIS AGREEMENT 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.

**PREAMBLE
WITNESSETH**

WHEREAS, the BOARD and SILVERSTEIN are parties to an Employment Contract with a term beginning July 1, 2014 and ending June 30, 2019;

WHEREAS, the BOARD desires to rescind the remaining term of that Employment Contract and provide SILVERSTEIN with a new Employment Contract; and,

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

WHEREAS, the BOARD and SILVERSTEIN 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 by executing below, hereby agree as follows:

1. The BOARD does hereby engage and employ Dr. Mark Silverstein to be the SUPERINTENDENT of the Borough of Glassboro School District under the direction, supervision and control of the BOARD for the term commencing retroactive to July 1, 2017 and ending June 30, 2022.
2. The SUPERINTENDENT shall hold a valid and appropriate certificate to act as Superintendent of Schools in the State of New Jersey. During the term of this Contract, should the Certification of the SUPERINTENDENT be revoked by the State of New Jersey, this contract shall become null and void as of the date of that revocation. The SUPERINTENDENT shall be the chief executive and administrative officer of the District and shall have general supervision over all aspects, including the fiscal operations and instructional programs of the district. The SUPERINTENDENT shall arrange the administrative and supervisory staff, including instruction and business affairs in a manner, which in his judgment, best serves the district. The selection, placement, transfer, renewal and dismissal of personnel, both instructional and non-instructional, shall occur only upon the recommendation of the SUPERINTENDENT, subject to BOARD approval, and the non-renewal of personnel shall occur upon the SUPERINTENDENT'S notification to the employee and the BOARD.

3. Except as otherwise provided herein, the annual salary, payable by the BOARD to the SUPERINTENDENT in semi-monthly installments as follows:

(a) Commencing on July 1, 2017 the Superintendent's salary shall be One Hundred Sixty Thousand, Six Hundred and Fifty Dollars (\$160,650.00) (which includes the \$5,000.00 High School salary increment) for the 2017-2018 school year retroactive to July 1, 2017;

(b) Commencing on July 1, 2018, and on July 1 of each contract year thereafter, the Superintendent shall receive a 2.5 percent increase in salary (inclusive of the High School Salary increment).

(c) The SUPERINTENDENT'S salary shall not be reduced for the remainder of the term of the Contract except in accordance with the provisions of N.J.S.A. 18A:17-20.2. In the event that the Salary Cap provisions of N.J.A.C. 6A:23A-1.2 et. seq. become further amended, expired or repealed during the term of this Contract, then the Superintendent and Board agree to meet and discuss whether or not to adjust the Superintendent's salary in accordance with those revisions. Any adjustment in salary shall be in the form of an Amendment to this Contract. Any such amendment shall be subject to review and approval of the Executive County Superintendent, consistent with applicable law. Notwithstanding the foregoing, no salary increase of any kind will take effect on 11:59 pm on June 30, 2022 (the final day of this Contract) unless the parties have agreed to a contract extension and that extension has been approved by the Executive County Superintendent. The terms of the extension will govern all increases to take effect after July 1, 2022. 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.*

4. The BOARD shall evaluate the performance of the SUPERINTENDENT at least once per year on or before July 15th. The SUPERINTENDENT'S annual evaluation shall include areas of commendation and recommendation, and shall provide direction as to any aspects of performance in need of improvement. Before final BOARD action, a copy shall be provided to the SUPERINTENDENT, and the SUPERINTENDENT and the BOARD shall meet to discuss the findings. The SUPERINTENDENT shall receive a copy of any backup forms utilized in the process. 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 evaluation in question.

5. The SUPERINTENDENT will be entitled to a vacation of twenty-five (25) business days per year with pay. All of the vacation days shall be available for the SUPERINTENDENT'S use on July 1 of each year of the Contract. The SUPERINTENDENT shall take his vacation days per year and shall be able to accumulate ten (10) days per year which may be carried over for use in the subsequent year (thereby entitling SUPERINTENDENT to a maximum of thirty (35) days at any one

time). The unused vacation days carried over into the subsequent year must either be used in that subsequent year or forfeited. Any vacation in excess of five (5) consecutive workdays during the school year must receive prior BOARD approval. Advance notice shall be provided to the Board by the Superintendent prior to the use of any vacation days. Upon separation from employment, the BOARD shall pay the SUPERINTENDENT for his unused, accumulated vacation days (a maximum of 35 days) at a per diem rate of 1/260th of the SUPERINTENDENT's final annual salary. Any payment hereunder shall be made within 30 days of the SUPERINTENDENT's last day of employment. In the event of the SUPERINTENDENT's death, payment for his unused, accumulated vacation days shall be made to his estate.

6. The Superintendent shall be entitled to the following additional leaves of absence:

Three (3) days personal leave with notification to the Board President. Unused personal time will be added to sick leave.

7. The SUPERINTENDENT shall contribute toward the cost of health insurance premiums in accordance with N.J.A.C. 6A:23A-3.1(e)(4). In no case shall the SUPERINTENDENT pay less than 1.5% of base salary in accordance with N.J.S.A. 18A:16-17 (P.L. 1979 c 391). The SUPERINTENDENT shall pay through payroll deductions contributions toward the cost of health and prescription coverage at a rate of 35% of the premiums for the coverage category chosen throughout the term of this Contract. Any changes to the costs of the benefits must be negotiated with the

SUPERINTENDENT. The BOARD shall also provide the SUPERINTENDENT with a Section 125 Cafeteria Plan.

8. The BOARD shall purchase for the SUPERINTENDENT Disability Income Insurance with an annual premium not to exceed \$2,500.00. This benefit does not supplement or duplicate other benefits that are otherwise available to the employee by operation of law or existing group plan (N.J.A.C. 6A:23A-3.1(e)(6)), or does not reimburse or pay for employee contributions that are either required by law or by a contract in effect in the district with other employees. (N.J.A.C. 6A:23A-3.1(e)(4)).
9. The SUPERINTENDENT shall be entitled to twelve (12) paid sick days annually per school board policy. Upon retirement, the BOARD shall pay the SUPERINTENDENT the value of the SUPERINTENDENT's unused in-district accumulated sick days at a per diem rate of 1/260th of his base salary not to exceed \$15,000.00. The BOARD, through its business office, shall be responsible for maintaining written documentation of the SUPERINTENDENT'S used and accrued sick days, and shall provide a report of such days to the SUPERINTENDENT and the BOARD at least once per year.
- 10.. The SUPERINTENDENT shall be entitled to the all Legal Holidays, Spring Recess, Winter Recess, Easter Monday and the day after Thanksgiving as set forth in the annual school calendar.
11. The BOARD agrees to reimburse the SUPERINTENDENT, in recognition of the amount of travel required by this position, for job-related expenses including but not limited to

transportation and sustenance expenses. Reimbursement will be in accordance with N.J.A.C. 6A:23A-3.1(e)(3), N.J.S.A. 18A:11-12, BOARD Policy and applicable Department of Treasury OMB Circulars.

12. The SUPERINTENDENT shall be entitled to five (5) days of leave, without loss of pay due to the death of his father, mother, wife, father-in-law, mother-in-law, son, daughter, grandchild, or any person permanently living with the SUPERINTENDENT. The SUPERINTENDENT shall be entitled to two (2) days of leave, per incident, without loss of pay due to the death of a sister-in-law, brother-in-law, aunt, uncle or other near relative at the discretion of the SUPERINTENDENT.
13. The BOARD shall pay for the SUPERINTENDENT'S membership dues for the New Jersey Association of School Administrators, the American Association of School Administrators and the Gloucester County Administrators Association. The BOARD shall pay for all State mandated continuing education. The maximum amount to be paid by the BOARD under this Paragraph shall be \$3,500.00 per year. The BOARD may, at its' discretion, upon request by the SUPERINTENDENT, increase the above cap.
14. The BOARD shall permit the SUPERINTENDENT to attend three (3) state professional association conventions/workshops per year (NJASA Spring Conference, TechSpo, and NJSBA Fall Workshop) with the approval of the BOARD and shall pay for registration, travel, lodging and meal expenses incurred with presentation of receipts for expenses. The BOARD shall permit the SUPERINTENDENT to attend one (1) national

professional association convention every two (2) years up to a maximum cost to the BOARD of \$3,000.00. The BOARD shall also pay for all costs associated with any state-mandated continuing education. The BOARD shall permit the SUPERINTENDENT to have paid professional release time for said workshops/conventions. Reimbursement will be in accordance with N.J.A.C. 6A:23A-3.1(e)(3), N.J.S.A. 18A:11-12, BOARD Policy and applicable Department of Treasury OMB Circulars.

15. The SUPERINTENDENT shall have all the powers and duties granted to or imposed upon him by N.J.S.A.18A:1-1, et seq., Title 6A of the New Jersey Administrative Code, other applicable statutes and BOARD policy as set forth in writing. The SUPERINTENDENT agrees to abide by the laws of the State of New Jersey.

16. Professional Liability

A. 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 or employee of the BOARD, provided that the incident arose while the SUPERINTENDENT was acting within the course of the performance of the scope of his position or employment; and, as such, liability coverage is within the authority of the BOARD to provide under state law.

B. If, in the good faith opinion of the employee, a conflict exists as regards to the defense of such claim between the legal position of the SUPERINTENDENT and the legal position of the BOARD, the employee may engage counsel, in which event the

BOARD shall indemnify the employee for the costs of legal defense as permitted by state law.

17. If the SUPERINTENDENT is precluded from performing his duties by any judgment, order or direction of any court of competent jurisdiction or the Commissioner of Education, all provisions of this agreement shall terminate and the SUPERINTENDENT'S employment shall cease.

18. In the event the BOARD elects to remove the SUPERINTENDENT from the performance of his duties prior to the expiration of this contract, the parties understand that this contract shall be subject to the provisions of N.J.S.A.18A:17-20.2.

19. At the conclusion of the term of the initial contract or of any subsequent contract as hereinafter provided, the SUPERINTENDENT shall be deemed reappointed for another contracted term of the same duration as the previous contract unless either:
 - a. the BOARD by contract reappoints him for a different term which term shall be not less than three nor more than five year, in which event reappointments thereafter shall be deemed for the new term unless a different term is again specified; or
 - b. the BOARD notifies the SUPERINTENDENT in writing that he will not be reappointed at the end of the current term, in which event his employment shall cease at the expiration of that term, provided that such notification shall be given prior to the expiration of the first or any subsequent contract at least one (1) year in advance of the expiration of the current contract.

20. The SUPERINTENDENT agrees that he shall not terminate this agreement except upon giving the BOARD at least ninety (90) days prior written notice of such election to terminate. Such notice shall be addressed to the Board Secretary and Board President.
21. This document constitutes the entire agreement between the parties. There is no collateral agreement, oral or written. This Contract shall be construed in accordance with the laws of the State of New Jersey.
22. In the event of any conflict between the terms, conditions and provisions of the 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 any such permissive law, unless otherwise prohibited by law.
23. If, during the term of the Employment Contract, it is found that a specific clause of the Contract is illegal in Federal or State law, the remainder of the Employment Contract shall not be affected by such a ruling and shall remain in force.
24. The members of the BOARD, individually and collectively, will refer to the SUPERINTENDENT any and all criticisms, complaints and suggestions concerning the operation and management of the district called to their attention. The BOARD will not take action on any such criticisms, complaints, and/or suggestions until they are discussed by the BOARD members at a duly advertised meeting of the BOARD and a consensus

sought to direct the SUPERINTENDENT to study, recommend, and/or take action. The SUPERINTENDENT shall have the right to contact the BOARD attorney for legal assistance as the need arises in carrying out his duties.

25. The duties assigned to the SUPERINTENDENT by the BOARD should be appropriate to and consistent with the professional role of the SUPERINTENDENT and his job description. The BOARD shall not substantially increase the duties of the SUPERINTENDENT by assigning him the duties or responsibilities of another position or title unless the parties agree upon additional compensation commensurate with such increase in duties and the additional compensation is reflected in an Addendum to this Contract and such Addendum has been approved by the Executive County Superintendent. The parties agree that the SUPERINTENDENT shall be permitted to continue teaching as an adjunct professor. The SUPERINTENDENT shall be permitted to engage in activities such as consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation so long as such activities do not interfere with his ability to manage the District and do not take place during normal school hours (unless the Superintendent uses vacation days).

26. The BOARD acknowledges and agrees that 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 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 SUPERINTENDENT, or by a lawful order of a court of competent jurisdiction, or pursuant to a rule of a court of competent jurisdiction.

27. 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. 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.

28. If the parties have not already done so then within ninety (90) days of the execution of this Contract, and by July 1st of each succeeding year of this Contract, the parties shall meet to establish the BOARD's goals and objectives for the upcoming school year. Said goals and objectives shall be reduced to writing and be among the criteria by which the SUPERINTENDENT is evaluated, as provided herein.

29. The BOARD shall not hold any discussions regarding the SUPERINTENDENT's employment, unless the SUPERINTENDENT is given written notice at least 48 hours in advance, is given the opportunity to address the BOARD in closed session, and is permitted to have a representative of his choosing speak on his behalf. 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 he requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

BOROUGH OF GLASSBORO BOARD OF EDUCATION

Peter J. Calvo, Board President

Date

SUPERINTENDENT OF SCHOOLS

Dr. Mark Silverstein, Superintendent of Schools

Date

WITNESSED BY:

Scott Henry, Board Secretary

Date