



State of New Jersey

DEPARTMENT OF EDUCATION
BURLINGTON COUNTY OFFICE OF EDUCATION
795 WOODLANE RD., PO Box 6000
WESTAMPTON, NJ 08060
609-265-5060 FAX 609-265-5922

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

LAMONT O. REPOLLET, Ed.D.
Commissioner

DARYL J. MINUS-VINCENT
Interim Executive County Superintendent

March 26, 2020

Mr. Carlos Worthy, Board President
Willingboro School District
Country Club Administration Building
440 Beverly-Rancocas Road
Willingboro, New Jersey 08046

Dear Mr. Worthy:

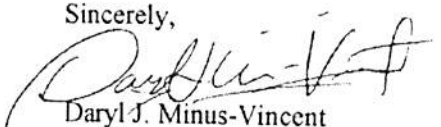
I have reviewed the employment contract for Dr. Neely Hackett for Superintendent of Schools in Willingboro, in accordance with N.J.S.A. 18A:7-8(j) and to determine compliance with the standards adopted by the Commissioner of Education at N.J.A.C. 6A:23A-3.1. Based upon my review, I have determined that those provisions of the contract subject to my review are in compliance with applicable laws and regulations. Therefore, I approve the contract for a period commencing on April 20, 2020 through June 30, 2023.

In the event of any conflict between the terms, conditions and provisions of this employment contract and any permissive state or federal law, the law shall take precedence over the contrary provisions and the remainder of this employment contract, not affected by such ruling, shall remain in force.

This contract must now be approved by the district Board of Education. I ask that you submit to my attention a signed copy of this contract and a copy of the board resolution approving this contract.

If there are any changes to the terms of this contract, you need to submit it to the Executive County Superintendent for review and approval prior to the required public notice and hearing of such changes.

Sincerely,


Daryl J. Minus-Vincent
Interim Executive County Superintendent
Burlington County

WILLINGBORO PUBLIC SCHOOLS
WILLINGBORO, NEW JERSEY 08046-2847



KELVIN L. SMITH, CPA, MBA
BUSINESS ADMINISTRATION / BOARD SECRETARY

COUNTRY CLUB ADMINISTRATION BUILDING
440 BEVERLY-RANOCAS ROAD
TELEPHONE: (609) 855-8600 EXT. 1019
FAX: (609) 877-1408

Date: March 2, 2020

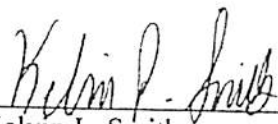
I hereby certify that the motion for the "Approval to Appoint Dr. Neely Hackett for Willingboro Superintendent of Schools," was approved by the Willingboro Board of Education at its Board Meeting on Monday, February 10, 2020.

Moved by: Laurie Gibson-Parker. Seconded by Daisy Maxwell-Cisse
A roll call resulted as follows:

Tonya Brown	- No	Laurie Gibson-Parker	- Yes
Alexis Harkley	- Yes	April Henley	- Yes
Gary Johnson	- No	Daisy Maxwell-Cisse	- Yes
Danielle Spinner	- No	Debra Williams	- Yes
Carlos Worthy	- Yes		

9 Voting: 6 Affirmatives, 3 Negatives, 0 Abstentions

MOTION PASSED



Kelvin L. Smith
Business Administrator/Board Secretary

3/2/20
Date

CONTRACT OF EMPLOYMENT

This Contract, made this 10th day of February, 2020, between

THE BOARD OF EDUCATION OF WILLINGBORO,

in Burlington County (hereinafter "the Board")

with offices located at

440 Beverly-Rancocas Road

Willingboro, New Jersey

and

Dr. Neely Hackett (hereinafter "the Superintendent")

39 Country Club Road
Willingboro, New Jersey 08046

PREAMBLE

WITNESSETH

WHEREAS, the Board desires to employ the Superintendent as the Chief School Administrator of the Willingboro Township 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* or has a certificate of eligibility for the appropriate certificate;

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 Dr. Neely Hackett as Superintendent of Schools for the period of April 20, 2020 to June 30, 2023. The parties acknowledge that this Contract must be approved by the Burlington County Executive County Superintendent in accordance with applicable law and regulation.

ARTICLE II

CERTIFICATION

The parties acknowledge that the Superintendent possesses a New Jersey Department of Education endorsed Standard School Administrator Certificate in accordance with *N.J.A.C. 6A:9B-12.4*.

If, at any time during the term of this Contract, the Superintendent's certification(s) is revoked, this Contract shall be null and void as of the date of the revocation.

The Superintendent represents that she possesses the requisite postsecondary degrees. Upon request, the Superintendent will provide official course transcripts for all earned postsecondary degrees to the Board of Education. These transcripts will be kept on file in the Board office.

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 and attached as Exhibit B.

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 her vacation time, or at other times when she is not required to be present in the district, she shall retain any honoraria paid. The Superintendent shall notify the Board President in the event she is going to be away from the district on district business for one (1) 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 her to work long and irregular hours, and occasionally may require that she attend to district business outside of the district.

C. To assume the responsibilities for the selection, 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 her. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need

arises in carrying out 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 her that 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 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.

ARTICLE IV

SALARY AND BENEFITS

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

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

a. **Salary.** The Board will pay the Superintendent a total annual salary of \$200,000. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees. For the 2019-2020 school year, the annual salary shall be prorated.

2. **Two percent (2%) Increase.** The Superintendent may be eligible to receive a two percent (2%) salary increase on the annual salary, in the second full year of this contract, i.e., effective July 1, 2021 - June 30, 2022, subject to satisfactory performance evaluations in the prior evaluation periods of this contract. Said two percent (2%) salary increase is specifically subject to the Board's discretion and approval via roll call vote and if approved, would result in the Superintendent's annual salary being increased to \$204,000 for July 1, 2021 through June 30, 2022. The Superintendent may be eligible to receive a two percent (2%) salary increase on the annual salary, in the third full year of this contract, i.e., effective July 1, 2022 - June 30, 2023, subject to satisfactory performance evaluations in the prior evaluation periods of this contract. Said two percent (2%) salary increase is specifically subject to the Board's discretion and approval via roll call vote and if approved, would result in the Superintendent's annual salary being increased to \$208,080 for July 1, 2022 through June 20, 2023.

3. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight June 30, 2023 (the final day of this Contract) unless the parties have agreed to a contract extension and that extension has been approved by the Burlington County Executive County Superintendent. The terms of the extension will govern all increases to take effect after June 30, 2023, subject to State regulations and administrative code. 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.*

B. **Sick leave.** The Superintendent shall be entitled to "transfer" twenty-four (24) sick days from her prior employer. In addition, the Superintendent shall receive fifteen (15) sick

days annually, effective/commencing July 1, 2020. In the event the Superintendent utilizes sick time, the twenty-four (24) transfer days must be used first. The Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. Only sick days accumulated in the Willingboro School District are eligible for cash payout upon retirement. Reimbursement for sick days shall be consistent with the law in effect at the time this Contract is signed. Sick time for retirement shall be computed at one-half (1/2) of the eligible daily rate of pay (based upon a 260 day work year) for each day of earned and unused accumulated sick leave based upon the base annual compensation received during the last year of employment prior to the effective date of retirement exclusive of merit. Provided, however, that no such compensation payment shall exceed \$15,000.00.

1 Supplemental compensation from accrued but unused sick leave shall not exceed \$15,000. 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. Accumulated unused sick leave compensation shall be paid to the Superintendent's estate or beneficiaries in the event of death prior to retirement.

C. 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 Burlington County Administrators Association and/or other organizations deemed important by the Superintendent and the Board, attached as Exhibit C. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences up to the budget amount per the school business administrator, and similar expenses which she 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 four (4) state and two (2) national conferences per school year. Attendance at the national conferences are subject to Board approval and must

comply with *P. L. 2007, c.53, The School District Accountability Act*. 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 including the most current Office of Management and Budget (OMB) Circular, and Board policies which amount shall not exceed the budgeted amount pursuant to the approved school budget. All out-of-state travel exceeding \$5,000.00 must be approved by the Burlington County Executive County Superintendent prior to Board approval. The Board shall pay up to \$4,500 for all State-mandated continuing education or for other continuing legal education classes taken, provided the classes are relevant to the duties and responsibilities as Superintendent. The Board must pre-approve any non-State-mandated continuing education classes.

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

E Health Benefits:

1. The Board shall provide the Superintendent with individual or family health benefits coverage equivalent to that which is provided to other district employees. The Board shall pay the premium costs of such benefits, minus the Superintendent's contribution, subject to and in accordance with the provisions of P.L. 2011 c. 78 as the same provides on the date of execution of this agreement. The Superintendent's share of the premium shall be paid through payroll deduction. Such limitation shall in no way link this Contract with any agreement collectively negotiated with district employees. Said percentage/amount shall be communicated to the Superintendent on an annual basis by the Board Secretary.

2. 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 waiver will not exceed 25% of the cost of the premium, not to exceed \$5,000.00.

F Vacation Leave:

1. The Superintendent shall be entitled to an annual vacation of twenty-three (23) working days per year. All of the vacation days shall be available for the Superintendent's use on July 1st of each year of the Contract.
2. The Superintendent shall take her vacation time after giving the Board President reasonable notice. Reasonable notice shall be defined as follows: The Superintendent shall notify the Board President at least seven (7) calendar days prior to taking vacation time, except in emergency situations. School vacation, except as enumerated in Section G, shall not constitute time off for the Superintendent, unless she uses her leave time. The Superintendent shall not be permitted to take vacation two weeks prior to the beginning of the school year and during the entire month(s) of September and June during each contract year without the written approval of the Board. In order to use vacation leave during the two weeks prior to the beginning of the school year and during the entire month(s) of September and June, the Superintendent must submit her request to the Board at least sixty (60) days in advance of the date of the requested leave. 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.
3. The Board encourages the Superintendent to take her full vacation allotment each year; however, not more than one (1) year of unused, accumulated vacation days 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.
4. Accumulated unused vacation leave, not to exceed forty-six (46) working days, shall be paid to the Superintendent's estate or beneficiaries in the event of death prior to retirement.
4. 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 1.91 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, within sixty (60) days following her last day of employment.

G. The Superintendent shall not be required to report to work or utilize leave on the following Federal Holidays/Occasions as defined on the school district's calendar; provided that the school district is also closed on the corresponding days: Labor Day, NJEA Convention Days, Veterans Day, Columbus Day, Thanksgiving Recess, Dr. MLK Jr. Day, Christmas Day, New Year's Day, Presidents' Day and Memorial Day.

H. The Superintendent shall be entitled to three (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 permission of 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.

I. The Superintendent shall be reimbursed for actual mileage when using her personal vehicle for Board business as annually established by the Annual Appropriations Act or the New Jersey Office of Management and Budget. Reimbursement for the use of a personal vehicle shall be tendered only upon proof of compliance with applicable regulations.

J. The Superintendent shall receive a laptop and cellular phone to assist in the performance of her official duties as Superintendent. The laptop and cellular phone shall remain the property of the Board and upon the Superintendent's retirement or termination the laptop and cellular phone shall be returned to the Board in good working order minus ordinary wear and tear.

K. The Superintendent shall be responsible for filing a time-off slip, in advance of the time off, as set forth herein, or immediately upon her return to the district in the event of an unplanned absence, with the Director of Human Resources each time any leave is taken. The Board President will also be notified of absences. The Superintendent and Board President shall periodically review the Superintendent's attendance record to assure correctness.

ARTICLE V

ANNUAL EVALUATION

The Board shall evaluate the performance of the Superintendent at least once a year in accordance with statutes, regulations and Board policy relating to the Superintendent's evaluation. Each annual evaluation shall be in writing and shall represent a consensus of the Board. A copy of the evaluation shall be provided to the Superintendent, and the Superintendent and 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 adopted by the Board, 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. The final draft of the annual evaluation shall be adopted by the Board in April. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by July 15th. On or around August 15th, of each year, the Board will meet with the Superintendent to discuss evaluation goals and criteria.

ARTICLE VI

TERMINATION OF EMPLOYMENT CONTRACT

A. This Contract shall terminate, the Superintendent's employment will cease, and no compensation 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 Contract 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. the Board notifies the Superintendent in writing, pursuant to *N.J.S.A.*

18A:17-20.1, at least one hundred twenty (120) days, i.e., on or before March 1, 2023, prior to the expiration of the contract on June 30, 2023, that she will not be reappointed at the end of the current term, in which case her employment shall cease upon the expiration of this Contract; or

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 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.

C. 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.

D. The Superintendent may terminate this Employment Contract upon at least sixty (60) calendar days written notice to the Board, filed with the Board Secretary, of her intention to resign.

E. 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 her duties in accordance with *N.J.S.A. 18A:27-9*, so long as it continues to pay 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 three (3) calendar years, expiring June 30, 2026, unless either of the following occurs:

A. the Board by contract reappoints the Superintendent for a different term allowable by law; or

B. the Board notifies the Superintendent in writing, pursuant to *N.J.S.A. 18A:17-20.1*, at least one hundred and twenty (120) days, i.e., on or before March 1, 2023, prior to the expiration of the contract on June 30, 2023, that she will not be reappointed at the end of the current term, in which case her employment shall cease upon the expiration of this

Contract; or

C. in accordance with such laws and regulation that would require nullification 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
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 X
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 XI
RELEASE OF PERSONNEL INFORMATION
PERSONNEL RECORDS

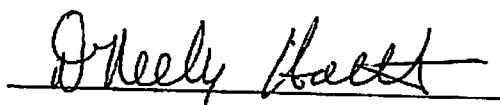
The Superintendent shall have the right, upon request, to review the contents of her personnel file and to receive copies at Board expense of any documents contained therein. She shall be entitled to have a representative accompany her during such review. At least

once every year, the Superintendent shall have the right to indicate those documents and/or other materials in her file that she believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board, such documents identified by her shall be destroyed.

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

SUPERINTENDENT OF SCHOOLS

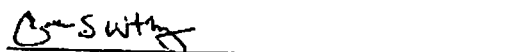

Dr. Neely Hackett

Date: 4/1/28

WITNESS:



BOARD OF EDUCATION OF THE
WILLINGBORO SCHOOL DISTRICT


Mr. Carlos Worthy

Date: 4/2/2020

WITNESS:

