

CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT is made and entered into this ____ day of _____, 2023, by and between the **SPRING LAKE BOARD OF EDUCATION**, with offices located at 411 Tuttle Avenue, Spring Lake, New Jersey 07762 (hereinafter “the Board”)

and

STEPHEN V. LAVALVA, Ed.D., whose position is to be the Superintendent of Schools (hereinafter “Superintendent”).

WITNESSETH

THIS CONTRACT OF EMPLOYMENT replaces and supersedes all prior Contracts of Employment between the parties. Signature of this Contract of Employment constitutes assent to a rescission of any and all prior Contracts of Employment as well as agreement to the terms herein.

WHEREAS, the Board and the Superintendent believe that a written Contract of Employment is necessary to specifically describe their relationship and to serve as the basis of effective communication between them; and

WHEREAS, the Board offered the Superintendent the position set forth herein, and he has accepted the Board’s offer; and

WHEREAS, the Board approved the terms of this Contract of Employment by a vote of its members at a regularly scheduled meeting on _____, 2023 and has authorized the President of the Board to execute this Contract of Employment.

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

1. TERM

The Board hereby agrees to employ Dr. Stephen V. LaValva as the Superintendent of Schools for the period beginning on July 1, 2023 and expiring at midnight on June 30, 2026.

2. CERTIFICATION AND RESPONSIBILITIES

In addition to his appointment as the Superintendent of Schools, the Superintendent shall also assume the duties of the School Business Administrator.

A. Certification:

The parties acknowledge that the Superintendent shall maintain current and valid certificates, issued and approved by the Commissioner of Education for the positions of Superintendent of Schools and School Business Administrator. In the event the Superintendent's certificates issued by the Department of Education are revoked, this Contract of Employment is null and void as of the date of the certificate revocation.

The Superintendent further agrees to comply with all of the legal requirements respecting the employment of a Superintendent of Schools and a School Business Administrator.

B. Duties:

The Superintendent shall have general supervision over the schools and all attendant powers and duties as set forth by law. The Superintendent shall:

a. faithfully perform the duties of the Superintendent of Schools for the Board and serve as the chief school administrator and executive officer in accordance with the laws of the State of New Jersey, rules and regulations adopted by the State Board of Education, and policies which are adopted from time to time by the Board. The specific job description adopted by the Board, applicable to the position of Superintendent of Schools, is incorporated into this Contract of Employment and shall be followed by the Superintendent;

b. faithfully perform the duties of School Business Administrator and have general supervision over all fiscal operations and the buildings and grounds of the district and shall supervise the staff concerning the physical plant and business affairs, which in his judgment, best serve the district, doing so in accordance with the laws of the State of New Jersey, rules and regulations adopted by the State Board of Education, and policies which are adopted from time to time by the Board. In the Superintendent's role as the School Business Administrator, the Superintendent shall be responsible to:

1. Ensure that a system of thorough and efficient education, as defined in state law and code are available to all students;
2. Provide for the timely completion of annual district and school-level reporting and planning requirements including school report cards, pupil performance objectives and a quality assurance report to the public (through QSAC process);
3. Seek out available sources for grant funding to support programs and projects;
4. Keep professionally current and informed on financial practices;
5. Report to the Board of Education with regard to educational programs and facilities of the District;
6. Provide direction and serves as a resource for management representatives in negotiating with employee bargaining units;
7. Supervise the administration of collective bargaining agreements;
8. Assume the responsibility for the maintenance of appropriate documentation in a central file and timely submission of all required reports;

9. Confer annually with the administrator of each nonpublic school located in the District to plan for nursing services that may be made available pursuant to law and submit an annual written report to the Executive County Superintendent;
10. Develop and implement policies and procedures related to missing children and the reporting of allegations of child abuse and neglect;
11. Ensure access to public education for homeless students in accordance with state and federal law and administrative code;
12. Promote community support of the schools;
13. Interpret District programs and services, reports plans, events and activities of interest, and solicit community opinions regarding school and education issues;
14. Identify available community resources and linkages to social service agencies that support education and healthy child development;
15. Ensure that District interests will be represented in meetings and activities of municipal and other governmental agencies;
16. Represent the school system and its interests in community organization, activities and projects;
17. Initiate and develop the annual budget, providing opportunity for staff input. Recommend budget and budget priorities for board approval and communicate the educational and monetary impact of the budget to the community;
18. Be responsible for the administration of all phases of the budget throughout and ensure that the budget implements the District's goals;
19. Serve as general accountant for the Board;
20. Keep accurate and detailed accounts of all financial transactions as prescribed by statute, administrative code and ensure the implementation of Board financial policies and District procedures;
21. Collect fees and other moneys due to the Board not payable directly to the Treasurer of School Moneys, deposits funds, or transmits such funds to the Treasurer for deposit;
22. Serve as the official purchasing agent of the Board and be responsible for establishing procedures for the acquisition of supplies and equipment for the District in accordance with law and Board policies;
23. Administer the insurance/risk management program;
24. Oversee the preparation of the payroll and ensure proper maintenance of records related to auditing requirements, tax laws, and employee benefits;
25. Be responsible for implementing hospitalization, major medical and other types of Board-approved employee benefit plans;
26. Be responsible for the investment of Board funds in accordance with statute and Board policy;
27. Assume the responsibility for the audit of all claims, invoices and demands against the Board, and present them for Board approval and arranges for payment;
28. Ensure that the District develops and implements a multi-year (3-5 years) comprehensive maintenance plan;
29. Continually assess business management practices to achieve efficiency;
30. Ensure funds are spent prudently by providing adequate control and accounting of the District's financial and physical resources;
31. Oversee the operation and maintenance of all school facilities and supervise custodial grounds and maintenance services to provide safe, efficient and attractive

- building/grounds, with strong emphasis on preventative maintenance and custodial care;
32. Ensure annual inspections of the school building for adherence to health and safety codes;
 33. Ensure that all local, state/federal standards for the health and safety of students and staff are maintained and that required reports are maintained;
 34. Be responsible for the safe, efficient operation of the student transportation program, and handle the business aspects of contracted transportation services;
 35. Be responsible for the projection of facility needs and oversee all construction programs;
 36. Oversee the development of educational standards for sites, buildings and equipment; prepare cost data; and cooperate with architect and construction supervisor during construction programs;
 37. Act as the agent of the Board in site acquisitions and sale/lease of property and be responsible for scheduling the use of school buildings and grounds by authorized groups in accordance with Board policies;
 38. Assist the Board in developing and updating policies for all aspects of the school business operation;
 39. Will be appointed as the Custodian of Records in accordance with N.J.S.A. 47:1A-1, et. seq., for the limited purpose of responding to any Open Public Records Act requests received by the District;
 40. Responsible to know and understand state law and retention schedules for the purpose of advising the Board Secretary on the retention and destruction of public documents in accordance with such retention schedules;
 41. Annually develop and transmit to the Executive County Superintendent of Schools, on or before February 1, a list of names of the school officials, by office and position, whose responsibilities require the filing of the Financial and Personal/Relative Disclosure Statements;
 42. Notify the Executive County Superintendent of the names of newly elected or appointed Board members to obtain the state-required Financial and Personal/Relative Disclosure Statements and inform the Executive County Superintendent of new administrators or supervisors appointed after the April 30 filing date;
 43. Prior to annually submitting the completed time-stamped forms to the Executive County Superintendent, stamp the original disclosure statements and, pursuant to N.J.A.C. 6A:28-3.1 to 3.4, provide a copy of the date-stamped disclosure statements to the school official, and maintain a copy of the date-stamped disclosure statements at the District Board of Education office;
 44. Check that the completed disclosure forms have been reviewed to assure that both required forms have been filed; that all questions have been answered or indicated as not being applicable; and that each copy is signed by an original signature;
 45. Provide to the Executive County Superintendent, within 10 calendar days of April 30 the names, home addresses and positions of all persons on the February 1 list of school officials and all newly elected or appointed persons who have failed to file as required under by N.J.S.A. 18A:12-21 et seq.;

46. Notify the New Jersey School Boards Association of the names of newly-elected or appointed school board members in a timely manner to ensure the fulfillment of training required by the School Ethics Act;
47. Prepare and recommend short and long-range plans for Board approval, and implement those plans when approved;
48. Attend all Regular and Special meetings of the Board, and participate in a professional leadership role;
49. Designate an administrative staff member to serve in his absence, when appropriate;
50. Be familiar with Board policy and respects the policymaking authority and responsibility of the Board;
51. Recommend drafts of new policies or changes to the Board;
52. Establish guidelines and processes for monitoring implementation of Board policies;
53. Collect adequate and reliable information before making recommendations and decisions;
54. Provide advice and counsel to the Board on matters before it;
55. Provide a communication system to keep the Board informed of District issues and critical information needed for decision-making;
56. Keep the Board informed regarding development in other districts or at state and national levels that would be helpful to the District;
57. Ensure that all local, state/federal standards for the health and safety of students and staff are maintained and that required reports are maintained;
58. Fulfill all statutory obligations and implement the education law of the State of New Jersey and the administrative code of the New Jersey Department of Education;
59. Advise the Board of its responsibilities under the School Code of Ethics Act;
60. Ensure the adoption of policies and procedures regarding required training for Board members and the annual distribution, public discussion, and documentation of the Act and the Code of Ethics for School Board Members;
61. Assist in making such rules, procedures/guidelines and forms, and give such instructions to school employees and students as may be necessary to implement Board policy;
62. Supervise the efficient maintenance and dissemination of all Board of Education policy documents;
63. Act on personal discretion if action is necessary in any matter not covered by Board policy, report such action to the Board as soon as practicable and prepare draft policy for review, modifications if necessary, and adoption by the Board; and
64. Perform such other duties as may be prescribed by law or assigned by the Board.

c. devote his full time, skills, labor and attention to this employment during the terms of this Contract of Employment, provided that the Superintendent may, with the prior approval of the Board, serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities, which do not interfere with his full-time responsibilities as Superintendent of Schools and the additional duties of the School Business Administrator as set forth at Article 2B(b) herein;

d. carry out the administration of instruction and business affairs of the district,

with the assistance of staff, in accordance with the legal obligations required by law and the responsibilities as outlined above, including in the job descriptions incorporated herein;

e. recommend the selection, placement, appointment, reappointment, non-renewal, and transfer of personnel, subject to the approval of the Board in accordance and with the responsibilities as outlined above, and subject to applicable Board policies and directives;

f. study and make recommendations with respect to all criticism and complaints, which the Board, either individually or collectively, may refer to him in accordance with the responsibilities outlined above, and subject to applicable Board policies and directives;

g. attend appropriate professional meetings and conferences as a representative of the Board. The expenses incurred in connection with such meetings shall be subject to the provisions herein regarding reimbursement for professional expenses incurred by the Superintendent;

h. structure his working day and organization to ensure that all duties are performed and obligations met;

i. assume responsibility for the administration of the affairs of the School District, including but not limited to programs, personnel and fiscal operations, instructional programs, and all duties and responsibilities therein will be performed and discharged by the Superintendent or by staff at the Superintendent's direction;

j. have a seat on the Board and 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 committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the School District;

k. suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well-being of the School District;

l. perform all duties incident to the Office of the Superintendent of Schools and the duties of the School Business Administrator as set forth at Article 2B(b) herein 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;

m. report to the Board of Education and adhere to directions from the Board of Education consistent with the performance and legal obligations herein;

n. consult with the Board Attorney as the Superintendent deems appropriate.

In addition to the duties and responsibilities outlined in this Contract of Employment, all duties assigned to the Superintendent should be appropriate to and consistent with the professional role and responsibilities of the position of Superintendent of Schools, and shall be set by Board policy and in the Job Description for the position of Superintendent of Schools, which may be modified from time to time, consistent with the intent set forth above.

The parties acknowledge that the Board shall establish internal protocols, including but not limited to, checks and balances established to mitigate any conflicts of interest due to the delegation of School Business Administrator duties to the Superintendent of Schools. Additionally, the Board Finance Committee shall authorize any and all expenses above Ten Thousand Dollars (\$10,000.00), and any transfers that equate to Ten Percent (10%), or more, of any budget line will require the prior written approval of the Superintendent, the Board, and the Monmouth County Office of Education.

The Board will also further develop the role of the District's Treasurer of School Monies, including but not limited to, the authority of that individual to sign checks. The Superintendent agrees that he shall cooperate with the Treasurer of School Monies regarding the issuance of school checks.

The Superintendent acknowledges the potential conflicts of interest which may arise due to the delegation of School Business Administrator duties and responsibilities to the Superintendent, and the Superintendent agrees that he shall comply with all such internal protocols established by the Board to mitigate any and all conflicts of interest which may arise. The Superintendent also agrees that he shall cooperate with the Board in the implementation of all internal protocols.

3. COMPENSATION

A. Salary:

For the 2023-2024 school year, the Board shall pay Dr. LaValva an annual salary of One Hundred Fifty-Five Thousand Dollars (\$155,000.00).

For the 2024-2025 school year, the Board shall pay Dr. LaValva an annual salary of One Hundred Fifty-Eight Thousand One Hundred Dollars (\$158,100.00).

For the 2025-2026 school year, the Board shall pay Dr. LaValva an annual salary of One Hundred Sixty-One Thousand Two Hundred Sixty-Two Dollars (\$161,262.00).

In each year of the Contract of Employment, the annual salary shall be paid to Dr. LaValva in accordance with the payroll schedule for other certified employees.

Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight June 30, 2026 (the final day of this Contract of Employment) unless the parties have agreed to a Contract of Employment modification or a new Contract of Employment that has been

approved by the Executive County Superintendent. The terms of the modification or new Contract of Employment will govern all increases to take effect after July 1, 2026. Any renewal, extension, or modification of this Contract of Employment shall comply with the notice provisions of *P.L.2007, c. 53, The School District Accountability Act* and *N.J.A.C. 6A:23A-3.1, et seq.*

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

B. Merit Bonus:

In each year of the Contract of Employment, the Board may grant the Superintendent a merit bonus, in addition to the Superintendent's annual salary. The merit bonus will be based upon the Superintendent's achievement of up to three (3) quantitative merit criteria, valued at up to 3.33% each of the Superintendent's annual salary.

The Board has the discretion to provide the Superintendent with the opportunity to achieve a merit bonus. In the event the Board proposes merit criteria it must submit a copy of same to the Executive County Superintendent for Monmouth County for prior approval. The Executive County Superintendent for Monmouth County shall approve or disapprove of the selection of quantitative merit criteria and the data that forms the basis of measuring the achievement of quantitative merit criteria.

In any school year, as outlined above, if the Board provides the Superintendent with the opportunity to achieve a merit bonus, and if the Superintendent has satisfied the quantitative merit criteria, the Board shall submit a resolution to the Executive County Superintendent for Monmouth County certifying that the quantitative merit criteria has been satisfied and shall await a confirmation of the satisfaction of that criteria from the Executive County Superintendent for Monmouth County prior to payment of the merit bonus.

In each year of the Contract of Employment, if the Board determines to provide the Superintendent with the opportunity to obtain a merit bonus, written criteria for determining each merit bonus shall be established by September 30th of each school year, or by a later date as approved by the Executive County Superintendent for Monmouth County. Both parties will discuss and mutually agree upon a written draft of the criteria. Prior to adoption by the Board, the criteria shall be submitted to the Executive County Superintendent for Monmouth County for prior approval on or before September 30th of that school year, or upon a later date as approved by the Executive County Superintendent for Monmouth County. Once the quantitative merit criteria approved by the Executive County Superintendent for Monmouth County, same shall become part of this Contract of Employment and incorporated by reference herein. Upon the Superintendent's achievement of the merit criteria, but prior to payment of the increase, the Board shall submit a resolution to the Executive County Superintendent for Monmouth County certifying that the quantitative merit criteria has been satisfied. The Board shall await

confirmation of the satisfaction of the criteria from the Executive County Superintendent for Monmouth County prior to payment of any merit bonus. The Board shall compensate the Superintendent for his merit bonus within 30 days of the receipt of the approval of the Executive County Superintendent. The Board's obligation to compensate the Superintendent for an earned merit bonus shall survive the termination of this Contract of Employment.

4. **BENEFITS**

A. Vacation Days

In each year of the Contract of Employment, the Superintendent shall be granted ten (10) vacation days calculated and prorated on an annualized basis. All vacation days shall be available to the Superintendent on July 1st of each year of the Contract of Employment. If business demands prohibit the Superintendent from using all of his allotted vacation days in a given year, he may carry over up to ten (10) unused days to be used during the next year pursuant to law. Any vacation days carried over from the previous year that are not used shall be forfeited.

B. Days When School Is Not In Session

In each year of the Contract of Employment, the Superintendent shall not be required to report to work on all days when students are not present as set forth in the H.W. Mountz School Calendar with the exception of staff in-service days.

C. Holidays

In addition to the paid holidays that are set forth in the H.W. Mountz School Calendar, the Superintendent shall also be entitled to Independence Day and Labor Day. All paid holidays must be taken when school is not in session. If holidays fall on a school day or weekend, an alternate day may be taken with prior approval of the Board.

D. Personal Days:

The Superintendent shall be granted five (5) personal days annually, without loss of salary, calculated and prorated on an annualized basis, all of which shall be available to the Superintendent on July 1st. At the end of each Contract of Employment year, unused personal days shall convert to sick days and shall be cumulative as provided by law. In no case shall the total number of unused sick days exceed fifteen (15) sick days for the Contract of Employment year.

Personal days shall be used to conduct personal affairs that cannot be handled outside of work hours.

E. Medical Benefits and Dental Benefits:

The Board shall provide health benefits coverage for the Superintendent, his spouse/partner, and his dependents in the PPO program of health and major medical insurance, providing full family coverage. The Superintendent shall be responsible for contributing an amount established by P.L. 2011, c. 78 (Tier IV) toward payment of health benefit premiums. The contribution shall be made through payroll deduction.

The Superintendent may waive health benefits coverage (health, major medical, and prescription) if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board provided that the spouse's, civil union or domestic partner's coverage is not under the State Health Benefits Program or the School Employees Health Benefits Plan. As permitted by law, the Superintendent will be paid the lesser of (twenty-five percent) 25% or (Five Thousand Dollars) \$5,000 of the cost of said coverage for waiving such coverage.

The Superintendent shall have coverage in the indemnity dental insurance program, providing full family coverage, as provided by the Board. All insurance premiums for the indemnity dental insurance program shall be paid by the Board.

The Superintendent may waive dental benefits coverage. In that case, the waiver payment shall be the cost of the dental benefit to Board. The total waiver payment for dental benefits shall not exceed, when combined with the waiver payment for health benefits coverage, the lesser of (twenty-five percent) 25% or (Five Thousand Dollars) \$5,000 of the cost of said coverage for waiving such coverage.

F. Sick Leave

The Superintendent shall be granted twelve (12) sick days annually, calculated and prorated on an annualized basis, all of which shall be available to the Superintendent on July 1st. The unused portion of such leave, at the end of any year, shall be cumulative. Unused sick leave may be accumulated from year to year. Upon retirement, accumulated unused sick leave shall be eligible for reimbursement at the rate of \$80.00 per day, to a maximum of \$15,000 as provided by N.J.S.A. 18A:30-3.5.

G. Bereavement Leave:

The Superintendent shall be granted up to three (3) consecutive calendar days, in each case, with pay, for the purpose of attending to matters following the death of an immediate family member. For purposes of this Contract of Employment "immediate family member" shall be defined as The Superintendent's spouse, child, mother, father, sister or brother.

H. Professional Development

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

- i. the operations, programs and other activities conducted or sponsored by local, state, and national school administrator and/or school board associations, including but not limited to, conferences, conventions, and workshops;
- i. seminars and courses offered by public or private educational institutions;
- ii. informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the Board;
- iii. visits to other institutions; and
- iv. other activities promoting the professional growth of the Superintendent.

The Superintendent shall be entitled to attend the annual NJSBA/NJASA/NJASBO Workshop and Convention and the annual conference of the NJASA. Reasonable expenses for meals, lodging, registration, and transportation for national and state conventions of recognized educational associations, workshops, seminars, and institutes to enhance the Superintendent's knowledge and expertise in the field of education and administration shall be paid for/reimbursed by the Board. Such payments or reimbursements shall be made in accordance with the OMB travel circular provisions, the general requirements of N.J.S.A. 18A:11-12, Board policy, and upon prior approval of the Board. The Superintendent shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement.

I. Membership Fees:

The Board shall pay the Superintendent's annual membership dues to the Association for Supervision and Curriculum Development, the New Jersey Association of School Administrators, the American Association of School Administrators (AASA), the New Jersey Principals and Supervisors Association, the National School Principals Association, and the New Jersey Association of School Business Officials (NJASBO).

J. Expense Reimbursement:

The Board shall reimburse the Superintendent for expenses incurred for travel and sustenance in the performance of the Superintendent's duties under this Contract of Employment in accordance with law. Mileage shall be paid from mileage vouchers according to "New Jersey Office of Management and Budget" rates per mile. The Superintendent shall be reimbursed for expenses pursuant to Board policy, upon prior

approval of the Board, and pursuant to N.J.S.A.18A:11-12 and regulations promulgated thereunder.

K. Laptop

The Superintendent shall be provided with a District-owned laptop computer or its functional equivalent (i.e., Chromebook or tablet) with internet access for use for district purposes. Upon termination of employment, such device shall be returned to the District.

L. Mentoring

The Board acknowledges that the Superintendent shall enroll in and complete the State required mentoring associated with fulfilling the job responsibilities and duties of the School Business Administrator.

The Board shall pay and/or reimburse the Superintendent for all fees associated with the State required mentoring associated with the Superintendent performing all job responsibilities and duties of the School Business Administrator and acquiring a Standard Administrator Certificate with endorsement as a School Business Administrator. Payments or reimbursements shall be made in accordance with OMB travel circular provisions, the general requirements of N.J.S.A. 18A:11-12, Board policy, and upon the prior approval of the Board. The Superintendent shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement. The Superintendent shall be permitted professional release time to participate in any State required mentoring responsibilities.

5. **SEPARATION FROM SERVICE**

A. Accumulated Unused Sick Days:

Upon the Superintendent's retirement from employment with the District and upon submission of a retirement application to the Teachers' Pension and Annuity Fund, the Board will pay all unused, accumulated sick days earned while an employee of the Board, in accordance with law and with Article 4F above. Payment shall be calculated at the rate of \$80.00 per day, following his last day of employment. Pursuant to N.J.S.A. 18A:30-3.5, payment shall not exceed \$15,000.

B. Accumulated Unused Vacation Days:

Upon the Superintendent's separation from employment with the District or retirement from employment with the District, the Board will pay up to fifteen (15) unused, accumulated vacation days earned while an employee of the Board, in accordance with law. Payment shall be calculated at the Superintendent's daily rate of pay, based upon a 260-day work year, following his last day of employment.

Payment by the Board to the Superintendent for his unused vacation days shall be made within thirty (30) days of his separation from employment or retirement.

Upon the death of the Superintendent, payment for unused vacation days, prorated as of the date of death, shall be made to the estate of the Superintendent within thirty (30) days of death.

6. EVALUATION

The Board shall evaluate the performance of the Superintendent in accordance with law. Each evaluation shall be in writing, a copy shall be provided to the Superintendent, and the Board and the Superintendent shall meet to discuss the findings. The evaluations shall be based upon the goals and objectives of the District and the Board of Education, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent of Schools, and such other criteria as the State Board of Education shall by regulation prescribe. Additionally, the Board's evaluation of the Superintendent shall be based upon the Superintendent's additional duties of the School Business Administrator as set forth at Article 2B(b) herein. The evaluation instrument shall be developed and mutually approved by the Board and the Superintendent within one hundred twenty (120) days of this Contract of Employment. The final draft of the annual evaluation shall be adopted by the Board by June 30 of each year of this Contract of Employment. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year. Within sixty (60) days of the Superintendent's first day of employment, the parties shall meet to establish the District'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, as hereinafter provided. On, or prior to, June 1 of each succeeding school year, the parties will meet to establish the district's goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described.

The parties also agree that 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. 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 the Superintendent requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

7. PROFESSIONAL LIABILITY

The Board agrees that in accordance with N.J.S.A. 18A:16-6 and 16-6.1, 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 official capacity as an agent of the Board, provided the incident arose while the Superintendent was acting within the scope of this Contract of Employment and, as such, liability coverage is within the authority of the Board to provide under State law. In the event the Superintendent is subject to criminal proceedings brought against him in his official capacity as an agent of the Board, the Board shall not be responsible to defend him or hold him harmless for the

costs and expense incurred in the defense of such criminal charges unless the final disposition of such charges are in favor of the Superintendent.

8. EXTENSION OF CONTRACT OF EMPLOYMENT

Any modification of this Contract of Employment shall be by mutual agreement of the parties and must be set forth in a written agreement signed by the parties and upon the prior approval of the Executive County Superintendent.

9. TERMINATION OF CONTRACT OF EMPLOYMENT

This Contract of Employment may be terminated by:

- A. Mutual agreement of the parties;
- B. Unilateral termination by the Superintendent upon ninety (90) days written notice to the Board;
- C. Notification in writing by the Board to the Superintendent at least ninety (90) days prior to the expiration of this Contract of Employment, of the Board's intent not to renew this Contract of Employment;
- D. In the event that the Superintendent's certificates are revoked, this Contract of Employment shall become null and void as of the date of revocation; or
- E. In the event either of the parties wish to cease the Superintendent fulfilling the duties of the School Business Administrator, as set forth in Article 2B(b) herein, either party must first provide the other with written notice of ninety (90) days. Additionally, the parties agree that such a modification shall require an amendment to this Contract of Employment, receive the prior approval of the Executive County Superintendent, and comply with the notice provisions of P.L. 2007, c. 53 and N.J.A.C. 6A:23A-3.1, et. seq.
- F. Actions consistent with law.

10. COMPLETE AGREEMENT

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

11. CONFLICTS

In the event of any conflict between the terms, conditions and provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract of Employment shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the

Contract of Employment.

12. **SAVINGS CLAUSE**

In the event of any conflict between the terms, conditions and provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract of Employment shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the contract of employment.

13. **MODIFICATION**

The terms and conditions of this Contract of Employment shall not be modified except by the written consent of both Parties hereto and after review and approval by the Executive County Superintendent. Any amendments to this Contract of Employment shall not create a new Contract of Employment or Contract of Employment term but shall only constitute an amendment to the existing Contract of Employment.

WHEREAS, the Superintendent approves the terms and conditions of this Contract of Employment, and agrees to be bound by same;

WHEREAS, this Contract of Employment has been approved by a vote of the Members of the Board of Education at its meeting of _____, 2023 said action having been made a part of the official minutes of that meeting.

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

Witness:

STEPHEN V. LAVALVA, Ed.D.
Superintendent of Schools

Witness:

President
Spring Lake Board of Education