

CONFIDENTIAL SEPARATION AGREEMENT AND GENERAL RELEASE

Raymond Boccuti ("Employee" or "Dr. Boccuti") and the Spring Lake Board of Education ("Board"), hereinafter jointly referred to as "the parties," have agreed to the following terms and conditions.

WITNESSETH:

WHEREAS, the Board is a body politic and corporate, organized and existing by virtue of the laws of the State of New Jersey, N.J.S.A. 18A:11-1, and is entrusted with maintaining and conducting the public schools of the Spring Lake School District;

WHEREAS, Dr. Boccuti is currently employed by the Board as the Superintendent;

WHEREAS, the Board and the Superintendent are parties to a Contract of Employment dated July 10, 2017 (hereinafter the "Employment Contract") for a term commencing July 1, 2017 through June 30, 2022;

WHEREAS, the Board and the Employee believe it is in the Parties best interests that the Parties terminate their employment relationship; and

NOW, THEREFORE, the Board and the Superintendent, in consideration of the mutual covenants and promises contained herein, the legal sufficiency of which is hereby acknowledged by the Parties, agree as follows:

1. COMMISSIONER OF EDUCATION APPROVAL: Pursuant to N.J.S.A. 18A:17-20.2a and N.J.A.C. 6A:23A-3.2, this Agreement will be submitted to the Commissioner of Education for review, and the agreement is contingent upon the Commissioner's approval.
2. RESIGNATION DATE: Dr. Boccuti agrees to sign and submit to the Board, contemporaneous with the execution of this Agreement, a letter of resignation in the form attached hereto as "Appendix 1." Dr. Boccuti's resignation shall have an effective date of midnight July 15, 2019. The Board shall accept Dr. Boccuti's letter of resignation simultaneously with the Board's approval of this Agreement. In the event that either the Board or the Commissioner of Education does not approve this Agreement, the Board shall return the

signed letter of resignation to Dr. Boccuti and all terms of this Agreement shall be null and void, and any action taken by the Board with respect to the letter of resignation shall be null and void. Employee acknowledges that he voluntarily resigns his employment with the Board effective July 15, 2019.

3. All terms and conditions of the Employment Contract between the Board and Employee dated July 10, 2017 shall remain in full force and effect until the date of his resignation unless specifically modified herein. A true copy of the Employment Contract is attached hereto and made a part hereof as "Appendix 2."

4. This Agreement is contingent upon the Board's receipt of a letter of resignation from Dr. Boccuti. The letter of resignation shall be provided contemporaneously with the execution of this Agreement. This Agreement is further contingent upon the Board's proper approval and execution of this Agreement, as well as the approval of this Agreement by the Commissioner of Education.

5. Employee waives any claim or right to reinstatement or to tenure in any position with the Board. The Letter of Resignation shall be in the form annexed hereto and is attached hereto as "Appendix 1." The Letter of Resignation shall be signed and delivered by the Employee, and formally approved by the Board at its next regularly scheduled meeting in accordance with the provisions set forth in paragraphs 1 and 2 above.

6. Upon the fulfillment by the Board of all of the terms of this Confidential Separation Agreement, the Employee forever releases the Board, and its past and present Board, officers, directors, employees, agents, successors and assigns, from all actions, suits, claims and demands in law or equity, that he ever had, now has, or hereafter may have, resulting from anything which has happened up until now, including but not limited to, any matter, cause or claims relating in any way to his employment relationship or the cessation of his employment relationship with the Board, including, but not limited to, any claims arising under the New Jersey Conscientious Employee Protection Act, New Jersey Law Against Discrimination, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Civil Rights Act of 1991, the federal Age Discrimination in Employment Act of 1967 ("ADEA"), the Older Workers' Benefits Protection Act ("OWBPA"), the federal Equal Pay Act, the New Jersey Wage Payment Law, the United

States Constitution, the New Jersey State Constitution, the federal Americans With Disabilities Act, the Family and Medical Leave Act, New Jersey Family Leave Act, the Equal Pay Law, the Equal Rights Act, any other federal, state or local law or ordinances, and/or any common law claims under tort, contract or any other theories now or hereafter recognized. The release recited in this paragraph shall include any and all claims which Employee may have at the time of the execution of this Confidential Separation Agreement and General Release for any type of damages cognizable under any of the laws referenced herein, including, by not limited to, any and all claims for compensatory damages, punitive damages, and/or attorneys' fees. Specifically excluded from this general release are the employee's right, upon cessation of employment with the Board to obtain continued medical coverage at his own expense as authorized by the Consolidated Omnibus Reconciliation Act of 1986 (COBRA), unless specifically modified herein; any rights he may have arising under the Teacher's Pension and Annuity Fund (TPAF) and related statutes and regulations; any rights he may have for indemnification by the Board pursuant to N.J.S.A. 18A:16-6 and 6.1, and any rights he may have under the New Jersey Workers' Compensation Law, N.J.S.A. 34:15-1, et seq. In addition, this general release does not preclude the Employee from suing for enforcement of the terms and conditions of his current Employment Contract as modified herein and of this Agreement. In addition, the Board, its officers or employees will not oppose the Employees collection of unemployment benefits.

7. The Board, its successors and assigns, and its present and former Board members, employees and officers hereby agree to release and forever discharge the Employee from any and all past, present and future claims, suits, tenure charges, actions at law or in equity of any kind, in any forum that it may have against him as of the date of this Agreement. Subject to the fulfillment of the terms of this Agreement, the Board will take no further action with respect to the Employee's separation from employment. The release recited in this paragraph shall include any and all claims which the Board may have for any type of damages cognizable under any of the laws referenced herein, including, but not limited to any and all claims for compensatory damages, punitive damages, and/or attorneys' fees.

8. Pursuant to N.J.A.C. 6A:23A-3.2(g), the Board shall pay nine months of Dr. Boccuti's

existing salary, in the lump sum of one hundred nine thousand eight hundred fifty - six dollars and eighty-eight cents (\$109,856.88) (subject to all applicable tax and withholdings), on or before July 15, 2019. On or before July 15, 2019, the Board shall also pay for all his accumulated, unused, accrued vacation time. Therefore, the Board shall pay Dr. Boccuti for 1.5 unused vacation days at his per diem rate calculated at 1/260 of his current contractual salary, which is the sum of \$ 826.92. The total lump sum payment shall be One Hundred Ten Thousand Dollard and Six Hundred and Eighty-Three Dollars and Eighty Cents (\$110,683.80).

9. In addition, the Board shall not further evaluate the Superintendent, and his last completed evaluation shall be considered his most recent.

10. The parties agree that they will not directly or indirectly disparage the name, reputation, services or competency of one another. The parties also agree that, to the maximum extent permitted by law and regulation, they will not make statements for publication or public dissemination accusing one another or any current or former Board member, officer, director, member, employee or agent of the Board, of wrongful, improper, unlawful or unfair actions or conduct. Rather, the parties have agreed on the attached statement (Appendix 3).

11. Neither Employee nor the Board nor any person acting on their behalf will file, or permit to be filed, any action for legal or equitable relief, including damages and injunctive, declaratory, monetary or other relief, involving any matter occurring at any time or related in any way to his employment relationship or the cessation of his employment relationship with the Board or involving any continuing effects of any acts or practices that may have arisen or occurred during his employment relationship or the cessation of his employment relationship with the Board with the exception of for the enforcement of this Agreement.

12. Employee and the Board agree that the terms and conditions remain strictly confidential to the fullest extent permitted by law. Employee agrees that he shall not disclose them to any person outside attorney, tax advisor or counselor. Employee acknowledges that it is a public record under the Open Public Records Act (OPRA) and it

does not exempt this Agreement from being released under an appropriately filed OPRA request.

13. Employee has been given the opportunity to take a reasonable period, not to exceed twenty-one (21) days, within which to consider this Agreement. Employee acknowledges that if he chooses to sign and deliver this Agreement before that date, he does so knowingly, voluntarily and without coercion.

14. Employee also understands that he has the right to change his mind and cancel this Agreement only with respect to claims under the ADEA/OWBPA within seven (7) days following the date on which he signed it. This Agreement will not be "effective" until the end of this period.

15. This Agreement contains all of the promises and understandings of the parties regarding the subject matter addressed herein, and this Agreement supersedes and voids any and all other agreements or understandings between the parties. This Agreement may be amended only by a written agreement signed by duly authorized representatives of both parties.

16. This Agreement shall be covered by and considered enforced in accordance with the laws of the State of New Jersey, without regard to any principles of choice of law that may otherwise be applicable.

17. If a party, by its actions or omissions, waives or is adjudicated to have waived any breach of this Agreement by the other party, any such waiver shall not operate or be construed or asserted as a waiver of any other subsequent breach of this Agreement.

18. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal or legal representatives, successors and/or assigns.

19. In the event that any provision of this Agreement shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid any other provision of this Agreement.

20. Employee acknowledges that he has read all the terms of the Agreement and has had an opportunity to discuss it with individuals of his own choice, who are not associated with the Board. He has been advised by the Board to consult with an attorney of his own choosing in connection with this Agreement.

21. Employee acknowledges that he has been given a reasonable and sufficient time period in which to consider this Agreement. He acknowledges that if he chooses to sign it, he does so knowingly and voluntarily.

IN WITNESS THEREOF, the parties have executed this Agreement.

SPRING LAKE BOARD OF EDUCATION

WITNESS

Date:

7/15/19

WITNESS

Date:

By:

Raymond J. Boccuti, Ed.D.

RAYMOND BOCCUTI, Ed.D

By:

7/15/19

Date:

Appendix 1

MR. JAMES WORTH

_____, President
Spring Lake Board of Education
411 Tuttle Avenue
Spring Lake, New Jersey 07762

Re: Resignation

MR. WORTH
Dear _____:

This letter shall serve as formal notification to the Board of Education of Spring Lake of my intent to resign from employment with the Board as Superintendent of Schools effective midnight July 15, 2019 to permit me to pursue other professional opportunities. This Letter of Resignation is subject to the terms and conditions of the Confidential Separation Agreement and General Release dated 7/15/19 between me and the Board of Education.

Sincerely,

Raymond J. Boccuti, Ed.D.

Dr. Raymond Boccuti

Appendix 2

Employment Contract

CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT is made and entered into this 10th day of July, 2017, 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

DR. RAYMOND J. BOCCUTI, whose position is to be the Superintendent of Schools/Principal (hereinafter "Superintendent/Principal").

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/Principal 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 Dr. Boccuti the position of Superintendent/Principal, and he has accepted the Board's offer; and

WHEREAS, the Superintendent/Principal is the holder of an appropriate certificate as prescribed by the State Board of Education and as required by N.J.S.A. 18A:17-17; and

WHEREAS, the Board approved the terms of this Contract of Employment by a vote of its members at a regularly scheduled meeting on 7/10/17 and has authorized the President of the Board to execute this Contract of Employment.

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

1. TERM

The Board hereby agrees to employ Dr. Raymond J. Boccuti as the Superintendent/Principal for the period beginning on July 1, 2017 and expiring at midnight on June 30, 2022.

2. CERTIFICATION AND RESPONSIBILITIES

A. Certification:

The parties acknowledge that the Superintendent/Principal shall maintain current and valid certificates, issued and approved by the Commissioner of Education for the positions of Superintendent and Principal. In the event the Superintendent/Principal'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/Principal further agrees to comply with all of the legal requirements respecting the employment of a Superintendent/Principal.

B. Duties:

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

a. faithfully perform the duties of the Superintendent/Principal 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/Principal, is incorporated into this Contract of Employment and shall be followed by the Superintendent/Principal;

b. devote his full time, skills, labor and attention to this employment during the terms of this Contract of Employment, provided that the Superintendent/Principal 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/Principal. The parties also acknowledge that the Superintendent/Principal teaches at two (2) institutions of higher education. The parties agree that the Superintendent/Principal may continue to teach at these two (2) institutions of higher education so long as such creates no negative impact on the operations of the District. The Superintendent/Principal shall be permitted to use vacation days in accordance with Paragraph 4A of this Contract of Employment;

c. 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 the job description;

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

e. 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;

f. 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/Principal;

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

h. 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/Principal or by staff at the Superintendent/Principal's direction;

i. 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/Principal 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;

j. 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;

k. perform all duties incident to the Office of the Superintendent/Principal and such other duties as may be prescribed by the Board from time to time. The Superintendent/Principal shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations;

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

m. consult with the Board Attorney as the Superintendent/Principal deems appropriate.

All duties assigned to the Superintendent/Principal should be appropriate to and consistent with the professional role and responsibilities of the Superintendent/Principal, and shall be set by Board policy and in the Job Description for the Superintendent/Principal which may be modified from time to time, consistent with the intent set forth above.

3. COMPENSATION

A. Salary:

For the 2017-2018 school year, the Board shall pay the Superintendent an annual salary of One Hundred Thirty Five Thousand Dollars (\$135,000.00). This annual salary includes an Additional Administrative Salary Increment of \$5,000.00 based upon the Superintendent's dual role as Superintendent of Schools and Principal whose job responsibilities and duties are set forth in the District's Job Description for the positions.

For the 2018-2019 school year, the Board shall pay the Superintendent an annual salary of One Hundred Forty Thousand Dollars (\$140,000.00). This annual salary includes an Additional Administrative Salary Increment of \$5,000.00 based upon the Superintendent's dual role as Superintendent of Schools and Principal whose job responsibilities and duties are set forth in the District's Job Description for the positions.

For the 2019-2020 school year, the Board shall pay the Superintendent an annual salary of One Hundred Forty Five Thousand Dollars (\$145,000.00). This annual salary includes an Additional Administrative Salary Increment of \$5,000.00 based upon the Superintendent's dual role as Superintendent of Schools and Principal whose job responsibilities and duties are set forth in the District's Job Description for the positions.

For the 2020-2021 school year, the Board shall pay the Superintendent an annual salary of One Hundred Fifty Thousand Dollars (\$150,000.00). This annual salary includes an Additional Administrative Salary Increment of \$5,000.00 based upon the Superintendent's dual role as Superintendent of Schools and Principal whose job responsibilities and duties are set forth in the District's Job Description for the positions.

For the 2021-2022 school year, the Board shall pay the Superintendent an annual salary of One Hundred Fifty Two Thousand Seven Hundred Ninety Four Dollars (\$152,794.00). This annual salary includes an Additional Administrative Salary Increment of \$5,000.00 based upon the Superintendent's dual role as Superintendent of Schools and Principal whose job responsibilities and duties are set forth in the District's Job Description for the positions.

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

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

If the applicable salary caps are no longer deemed applicable or no longer remain in effect during the duration of this Contract of Employment, the parties may reopen the Contract of Employment to negotiate a possible adjustment to salary.

Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight June 30, 2022 (the final day of this Contract of Employment) unless the parties have agreed to a contract extension and that extension has been approved by the Monmouth County Executive County Superintendent. The terms of the extension will govern all increases to take effect after July 1, 2020. 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.*

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

B. Merit Increase:

The Board may grant the Superintendent/Principal a merit bonus, in addition to the Superintendent/Principal's annual salary, for the 2017-2018, 2018-2019, 2019-2020, 2020-2021, and 2021-2022 school years. The merit bonus will be based upon the Superintendent/Principal's achievement of quantitative merit criteria and/or qualitative merit criteria. The Executive County Superintendent for Monmouth County shall approve or disapprove of the Board's selection of quantitative merit and/or qualitative merit criteria and the data that forms the basis of measuring the achievement of quantitative merit and/or qualitative merit criteria. The Board and Superintendent/Principal may select up to three (3) quantitative merit criteria, valued at up to 3.33% of the annual salary, per Contract of Employment year and up to two (2) qualitative merit criteria, valued at up to 2.5% of annual salary, per Contract of Employment year for a total merit increase of up to Eight Thousand Dollars (\$8,000.00) for the 2017-2018 school year, up to Ten Thousand Dollars (\$10,000.00) for the 2018-2019 school year, and up to Twelve Thousand Dollars (\$12,000.00) in each of the 2019-2020, 2020-2021, and 2021-2022 school years. If the Superintendent/Principal has satisfied the quantitative and/or qualitative merit criteria, the Board shall submit a resolution to the Executive County Superintendent for Monmouth County certifying that the quantitative merit and/or qualitative merit criteria have 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. The Superintendent shall receive payment for the merit bonus within thirty (30) days of the Board's receipt of approval from the Executive County Superintendent.

In each year of the Contract of Employment, if the Board agrees to grant the Superintendent/Principal a merit bonus, based upon the terms as provided herein, the Board shall submit, for prior approval, a copy of the Superintendent/Principal's qualitative and quantitative merit criteria to the Executive County Superintendent for Monmouth County on or before September 30th of that school year, or upon a later date as set by the Executive County Superintendent for Monmouth County. Upon completion 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 and/or qualitative merit criteria have 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's obligation to pay an earned merit bonus shall survive any termination of this Contract of Employment by either party.

4. **BENEFITS**

A. **Vacation Days:**

In each year of the Contract of Employment, the Superintendent/Principal shall be granted twenty five (25) vacation days calculated and prorated on an annualized basis. All vacation days shall be available to the Superintendent/Principal on July 1st of each year of the Contract of Employment. If business demands prohibit the Superintendent/Principal from using all of his allotted vacation days in a given year, he may carry over up to fifteen (15) 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.

The parties agree that the Superintendent/Principal shall be permitted to use his vacation days for times when he is required to teach pursuant to paragraph 2.B.b. above upon prior notice to the Board and so long as his absence shall impose no negative impact on the operations of the District.

B. **Holidays**

The Superintendent/Principal shall be entitled to the following paid holidays:

Independence Day	Christmas Eve	Good Friday
Labor Day	Christmas Day	Memorial Day
Thanksgiving Day	New Year's Eve	
Friday after Thanksgiving	New Year's Day	

Should the Board determine that a mid-winter or February Break when school is not in session exist in the calendar, the Superintendent/Principal shall be entitled to paid vacation spanning the duration of such break. Such vacation shall be in addition to the above-listed Holidays and the vacation days granted to the Superintendent/Principal pursuant to Paragraph 4A.

The above noted 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.

C. **Personal Days:**

The Superintendent/Principal shall be granted three (3) personal days annually, without loss of salary, calculated and prorated on an annualized basis, which shall be available to the Superintendent/Principal on July 1st.

Personal days shall be used to conduct personal affairs that cannot be handled outside of school hours. Unused personal days at the end of each contract of employment year shall convert to sick days and shall be cumulative as provided by law. Unused personal days that convert to sick days shall not be eligible for reimbursement upon retirement.

D. Medical Benefits:

The Board shall provide health benefits coverage for the Superintendent/Principal, his spouse/partner, and his dependents in the PPO program of health and major medical insurance, providing full family coverage. The Superintendent/Principal 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/Principal 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 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/Principal shall have coverage in the free standing co-pay prescription insurance program, providing full family coverage, as provided by the Board. All insurance premiums for prescription coverage shall be paid by the Board.

The Superintendent/Principal 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.

E. Sick Leave

The Superintendent/Principal shall be granted twelve (12) sick days annually, calculated and prorated on an annualized basis, all of which shall be available to the Superintendent/Principal 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. 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.

The Superintendent/Principal shall also be granted two (2) family illness days annually, calculated and prorated on an annualized basis, all of which shall be available to the Superintendent/Principal on July 1st. Family illness days shall not be cumulative and are not eligible for reimbursement.

F. Bereavement Leave:

The Superintendent/Principal shall be granted up to five (5) 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/Principal's spouse, child, mother, father, sister or brother. One (1) day shall be granted in the event of the death of a relative outside the immediate family, as defined above, for the purpose of attending funeral services.

G. Professional Development

The Superintendent/Principal may attend, upon prior approval of the Board, appropriate professional conferences, conventions, workshops, seminars, and institutes. The Superintendent/Principal shall be entitled to attend the annual NJSBA/NJASA/NJASBO Workshop and Convention and the annual conference of the NJASA. Expenses for meals, lodging, registration, and transportation for national and state conventions of recognized educational associations, workshops, seminars, and institutes to enhance the Superintendent/Principal'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/Principal shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement.

H. Membership Fees:

The Board shall pay the Superintendent/Principal'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, and the National School Principals Association.

I. Expense Reimbursement:

The Board shall reimburse the Superintendent/Principal for expenses incurred for travel and sustenance in the performance of the Superintendent/Principal'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/Principal 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.

J. Laptop

The Superintendent/Principal shall be provided with a District-owned lap top 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.

5. SEPARATION FROM SERVICE

A. Accumulated Unused Sick Days:

Upon the Superintendent/Principal's retirement from employment with the District, the Board will pay all unused, accumulated sick days earned while an employee of the Board, in accordance with law and with Article 4D 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/Principal'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/Principal'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/Principal 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/Principal, payment for unused vacation days, prorated as of the date of death, shall be made to the estate of the Superintendent/Principal within thirty (30) days of death.

6. EVALUATION

The Board shall evaluate the performance of the Superintendent/Principal in accordance with law. Each evaluation shall be in writing, a copy shall be provided to the Superintendent/Principal, and the Board and the Superintendent/Principal 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/Principal as set forth in the job descriptions for Superintendent of Schools and Principal, and such other criteria as the State Board of Education shall by regulation prescribe. The evaluation instrument shall be developed and mutually approved by the Board and the Superintendent/Principal 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. The Superintendent/Principal 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/Principal'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/Principal 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/Principal's employment, unless the Superintendent/Principal is given written notice at least 48 hours in advance. In addition, the Board shall not hold any discussions with regard to the Superintendent/Principal's performance, or that may adversely affect the Superintendent/Principal's employment, in public session, unless the Superintendent/Principal 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/Principal from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent/Principal in his official capacity as an agent of the Board, provided the incident arose while the Superintendent/Principal 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/Principal 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/Principal.

8. EXTENSION OF CONTRACT OF EMPLOYMENT

Any extension of this Contract of Employment shall be agreed by and between the Board and the Superintendent/Principal on terms and conditions as agreed by the parties.

9. **TERMINATION OF CONTRACT OF EMPLOYMENT**

This Contract of Employment may be terminated by:

- A. Mutual agreement of the parties;
- B. Upon ninety (90) days written notice by the Superintendent/Principal;
- C. Notification in writing by the Board to the Superintendent/Principal, at least one hundred fifty (150) 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/Principal's certificates are revoked, this Contract of Employment shall become null and void as of the date of revocation; or
- E. 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.

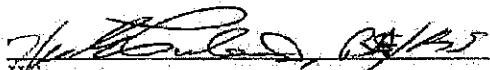
12. **SAVINGS CLAUSE**

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.

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

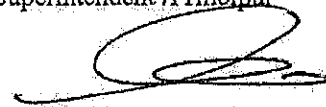
WHEREAS, this Contract of Employment has been approved by a vote of the Members of the Board of Education at its meeting of 2/10/12, said action having been made a part of the official minutes of that meeting.

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:


DR. RAYMOND J. BOCCUTI
Superintendent /Principal


Witness:


VINCENT J. DAINO
President
Spring Lake Board of Education

Appendix 3

Public Statement

At its meeting on _____, the Spring Lake Board of Education accepted the resignation of its Superintendent, effective midnight July 15, 2019. The Superintendent has expressed the desire to pursue other professional opportunities. The Board expressed its gratitude for the Superintendent's dedicated service to the school district.

APPENDIX 3

Public Statement

At its meeting on 7/15/19, the Spring Lake Board of Education accepted the resignation of its Superintendent, effective midnight July 15, 2019. The Superintendent has expressed the desire to pursue other professional opportunities. The Board expressed its gratitude for the Superintendent's dedicated service to the school district.