

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT (hereinafter referred to as the “Superintendent/Principal Contract”) is made and entered into this 13th day of September, 2021, by and between the BOARD OF EDUCATION OF THE BOROUGH OF BARRINGTON, with offices located at 311 Reading Avenue, Barrington, New Jersey 08007 (hereinafter referred to as the “Board”) and ANTHONY ARCODIA (hereinafter referred to as the “Superintendent/Principal”) (the Board and the Superintendent/Principal hereinafter collectively referred to as the “Parties”).

W I T N E S S E T H

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

WHEREAS, Mr. Arcodia has served as the Board’s Superintendent/Principal continuously since July 1, 2009 and has fulfilled his initial employment contract to serve as the Board’s Superintendent; and

WHEREAS, the Board desires to continue to employ the Superintendent/Principal as the Chief Education Officer of the Barrington School District (hereinafter the “District”); **and**,

WHEREAS, the Board desires to provide the Superintendent/Principal with a written employment contract in order to enhance administrative stability and continuity within the Barrington School District (hereinafter referred to as the “District”); and

WHEREAS, the Board and the Superintendent/Principal believe that a written employment contract is necessary to specifically describe 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 educational program of the District; 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

NOW, THEREFORE, the Parties, for the consideration stated herein below, agree as follows:

1. TERM OF CONTRACT.

The Board, in consideration of the promises of the Superintendent/Principal herein contained, employs the Superintendent/Principal, and the Superintendent/Principal hereby accepts employment, as Chief School Administrator/Superintendent of the District and Principal of the Avon School for a term commencing on July 1, 2021, and expiring on June 30, 2025 (hereinafter referred to as the "Term"), pursuant to *N.J.S.A.* 18A:17-15. Both Parties acknowledge that the Executive County Superintendent ("ECS"), in accordance with applicable laws and regulations, must approve this Superintendent/Principal Contract.

2. CERTIFICATION AND RESPONSIBILITIES.

A. Certification. The Superintendent/Principal shall hold valid certificates to act as Chief School Administrator/Superintendent and Principal in the State of New Jersey throughout the term of this Superintendent/Principal Contract. In the event that either or both of the certificates of the Superintendent/Principal are revoked, this Superintendent/Principal Contract shall be null and void as of the date of such revocation.

B. Superintendent Duties. The Superintendent/Principal shall be the chief executive and administrative officer of the District and shall have general supervision over all aspects, including the fiscal operations and instructional programs of the District, and shall arrange the administrative and supervisory staff including instruction and business affairs, which in his

judgment, best serve the District. The Superintendent/Principal shall make recommendations for the consideration and action of the Board as to the placement, transfer and dismissal of instructional and non-instructional personnel. In this regard, the Superintendent/Principal shall be responsible 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*. Pursuant to *N.J.S.A. 18A:27-4.1*, the Superintendent/Principal shall have authority to non-renew personnel and to provide a written statement of reasons for non-renewal upon proper request to the employee.

The Superintendent/Principal shall have 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 related thereto will be performed and discharged by the Superintendent/Principal, or by staff, at the Superintendent/Principal's direction.

The members of the Board, individually and collectively, shall refer to the Superintendent/Principal any and all criticisms, complaints and suggestions concerning the operation and management of the District called to their attention. Any such references shall be discussed by the Board members at a scheduled meeting of the Board and a consensus sought to direct the Superintendent/Principal to study, recommend, and/or take action.

The Superintendent/Principal shall have the right to legal assistance in carrying out his duties at the expense of the Board. The Superintendent/Principal shall 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.

The Superintendent/Principal shall have a seat on the Board and have the right to speak (but not vote) on all issues before the Board. The Superintendent/Principal shall have the right to attend all Board meetings (except closed session meetings, where a *Rice* notice has been served upon the Superintendent/Principal notifying him that his employment will be discussed in closed session, and the Superintendent/Principal has not requested that the meeting be conducted in public, or where the Superintendent/Principal has a conflict of interest), and he (or his delegate) shall have the right to make recommendations and speak at all Board meetings and at all meetings of Board committees.

All duties assigned to the Superintendent/Principal by the Board should be appropriate to and consistent with the professional role and responsibilities of the Superintendent/Principal, and shall be set by Board policy and bylaws. The Board shall not substantially increase the duties of the Superintendent/Principal by assigning him the duties and/or responsibilities of another title or position unless the parties agree upon additional compensation commensurate with the increase in duties and the Board is legally permitted to provide such additional compensation. The Board recognizes that the demands of the Superintendent/Principal's position require him to work long and irregular hours, and occasionally may require that he attend to district business outside of the district.

C. Principal Duties. In addition to his duties as Superintendent described above, the Superintendent/Principal shall serve as Principal of the Avon School in accordance with the

duties and performance responsibilities set forth in the job description for Principals in the District.

D. Outside Activities. The Superintendent/Principal shall be permitted to engage in activities such as consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation so long as such activities do not interfere with his ability to perform his duties as Superintendent and Principal.

3. PROFESSIONAL GROWTH OF SUPERINTENDENT/PRINCIPAL.

In addition to the terms governing professional development of the Superintendent/Principal in his role as Principal, the Board encourages the continuing professional growth of the Superintendent/Principal in his role as Superintendent through his participation, as he might decide in light of his responsibilities as the Superintendent/Principal, in the following:

A. The operations, programs, and activities conducted or sponsored by local, state and national school administrator and/or school board associations;

B. Seminars and courses offered by public or private educational institutions;

C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent/Principal to perform his professional responsibilities for the Board as Superintendent;

D. Visits to other educational institutions and/or school districts; and

E. Other activities promoting the professional growth of the Superintendent/Principal.

In its encouragement of the continued professional growth of the Superintendent/Principal, the Board shall, permit the Superintendent/Principal release time to

attend to such operations, programs, and activities, and shall pay all necessary travel, registration and sustenance expenses of the Superintendent/Principal in connection herewith in accordance with *N.J.S.A.* 18A:11-12. The Superintendent/Principal shall be permitted to attend the NJASA Spring Conference, NJSBA Fall Worship and Techspo.

The Superintendent/Principal's attendance at all other seminars, workshops, programs, and activities require prior approval by the Board. The Board shall pay for and/or reimburse the Superintendent/Principal for costs associated with state-mandated continuing education.

The Board shall pay one-hundred (100%) percent of the Superintendent/Principal's membership fees and/or charges to the American Association of School Administrators, the New Jersey Association of School Administrators, and the County Association of School Administrators.

4. SALARY

A. Salary. Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment, with Executive County Superintendent approval and after a public meeting, and shall become part of this Employment Contract, but it shall not be deemed that the Board and the Superintendent/Principal have entered into a new employment contract.

1. Annual Salary. The Board shall provide the following annual salary as part of the Superintendent/Principal's compensation (4% increase each year, as follows):

a. Salary. The Board shall pay the Superintendent/Principal an annual salary in accordance with the following schedule: \$164,147, which includes a \$5,000 stipend for serving as the Principal of Avon School, for the 2021-2022 school year; \$169,717, which includes a \$5,000 stipend for serving as

the Principal of Avon School, for the 2022-2023 school year; \$175,482, which includes a \$5,000 stipend for serving as the Principal of Avon School, for the 2023-2024 school year; and \$181,449, which includes a \$5,000 stipend for serving as the Principal of Avon School, for the 2024-2025 school year. The Superintendent shall receive his salary in accordance with the schedule of salary payments in effect for other certified employees and that the Board will make all necessary payroll withholdings, including making pension contributions and taking benefit contributions as per current state regulations towards the Superintendent's health insurance provided by the Board.

b. In the event that the New Jersey Department of Education's Accountability Regulations – in particular the salary cap compensation limits set forth in N.J.A.C. 6A:23A-1.2 – are materially revised, repealed and/or expire, the Parties agree to re-open the compensation provisions of this Employment Contract and discuss the possibility of revising the salary language consistent with then-current laws and regulations. Such discussions shall be conducted in good faith by both parties, but shall not be a guarantee of increased compensation, and any such salary increase shall be reflected in an addendum to this contract and shall be subject to the approval of the Camden County ECS.

2. Notwithstanding the foregoing, no salary increase of any kind will take effect on July 1, 2025, and by July 1 of each following school year, unless the parties have agreed to a contract extension and that extension has been approved by the Camden County ECS.

The terms of the extension will govern all increases to take effect after July 1, 2025. 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. Merit Bonus. The Superintendent/Principal may receive a merit bonus in addition to his annual base salary. The merit bonus will be based upon his achievement of quantitative merit criterion and/or qualitative merit criterion. Within sixty (60) days of the execution of this Superintendent/Principal Contract, and thereafter on or before April 30th of each year of this contract, the Board and Superintendent/Principal shall select three (3) quantitative merit criteria and two (2) qualitative merit criteria per contract year. The Superintendent/Principal shall receive a merit bonus in amount up to 3.33% of his annual salary for each quantitative merit criterion achieved, and/or a merit bonus in amount of up to 2.5% of annual salary for each qualitative merit criterion achieved. The Board shall submit a resolution to the ECS certifying that the quantitative merit and/or qualitative merit criterion have been satisfied and shall await confirmation from the ECS that the criteria of the merit bonus have been satisfied prior to paying the merit bonus. The Board shall pay merit bonus to the Superintendent/Principal within thirty days (30) of the ECS' confirmation that the merit criteria have been satisfied.

C. No Reduction in Salary/Compensation. During the Term of this Superintendent/Principal Contract, including any extension hereof, the Superintendent/Principal shall not be reduced in compensation and/or benefits except as otherwise provided by law.

D. Expense Reimbursement. The Board shall reimburse the Superintendent/Principal for job-related expenses including, but not limited to, transportation expenses and sustenance as permitted by applicable law and regulations. Reimbursement for mileage will be at the prevailing

state rate in accordance with applicable OMB-Circulars.

5. LEAVE

A. Vacation Leave. The Superintendent/Principal shall be granted twenty (20) vacation days annually, all of which shall be available to the Superintendent/Principal on July 1st of each year. It is understood, however, that vacation days are earned on a pro-rata monthly basis. Except as otherwise provided herein, the Superintendent/Principal shall be permitted to take vacation at any time, and shall notify the Board President in advance of any vacation taken. In the event the Superintendent/Principal intends on taking more than two (2) consecutive days of vacation while school is in session, he shall obtain permission from the full Board, which permission shall not be unreasonably withheld so long as there is administrative coverage of the district in his absence.

When the business demands of the District prevent the Superintendent/Principal from using his vacation days, the Superintendent/Principal may carry over up to ten (10) unused earned vacation days from one year to the next. Except in the year of the Superintendent/Principal's separation from employment, any unused carry over vacation days must be used in the next subsequent school year or they shall forfeited. The Board, through the Business Office, shall be responsible for maintaining records of the Superintendent/Principal's earned and unused vacation days. The Board President and Superintendent/Principal shall review the leave records at least once per school year to ensure their accuracy. In the event of an unpaid absence for any reason, the Superintendent/Principal shall be permitted to use his unused vacation days and be paid for the absence.

B. Sick Leave. The Superintendent/Principal shall be allowed twelve (12) sick days annually. The unused portion of such sick leave shall be carried over from one year to the next. The Board

may, in its discretion, require that the Superintendent/Principal provide the Board with a physician's certificate validating the need for the Superintendent/Principal's use of sick leave in cases in which the Superintendent/Principal uses more than three consecutive sick days.

Payment for Unused Sick Leave. Upon the Superintendent/Principal's retirement from the District, the Superintendent/Principal shall be paid for all unused, accumulated sick leave days in accordance with the formula contained herein. The parties acknowledge and agree that the Superintendent/Principal assumed the full-time duties of Superintendent as of July 1, 2009, and also acknowledge and agree that as of June 30, 2009, the Superintendent/Principal had three hundred and seventy-five and three quarter (375.75) unused sick leave days accumulated pursuant to his years of employment as a Principal in the Barrington School District. Upon retirement, the Board shall pay the Superintendent/Principal the greater of the following: (a) the dollar value of 25% of his unused sick leave days accumulated as of June 30, 2009, multiplied by one half (1/2) of the Superintendent/Principal's annual salary for the 2008-2009 school year divided by 240 work days; or (b) the dollar value of unused, accumulated sick leave days calculated at $1/260^{\text{th}}$ of the Superintendent/Principal's final annual salary, subject to a maximum payment of \$15,000.00. The Board shall make any such payment within thirty (30) days of the Superintendent/Principal's last day of employment.

C. Personal Days. The Superintendent/Principal is entitled to three (3) personal days per school year, which he may use for any reason. Personal business shall be construed to mean activities such as legal, business, household or family matters that must be taken on a particular day during school hours. Unused personal days shall convert to sick leave at the conclusion of the school year, for the following year, to the maximum extent permitted by law.

D. Bereavement Leave. The Superintendent/Principal shall be entitled to five (5) days of leave, without loss of pay due to the death of his father, mother, husband, wife, partner in a civil union, brother, sister, father-in-law, mother-in-law, son, daughter, grandchild, or any person permanently living with the Superintendent/Principal. The Superintendent/Principal shall be entitled to two (2) days of leave, per incident, without loss of pay due to the death of a sister-in-law, brother-in-law, aunt, uncle or other near relative at the discretion of the Superintendent/Principal.

E. Holidays. The Superintendent/Principal shall be entitled to paid leave for holidays in accordance with the annual Board approved Calendar for the District. The Superintendent/Principal may choose to take each specified holiday on the date of its occurrence or choose, instead, to hold any such holiday and take it on another day during the year.

6. MEDICAL AND OTHER INSURANCE BENEFITS.

The Board shall provide the Superintendent/Principal with individual or family health benefits coverage. The Superintendent/Principal shall contribute towards the cost of his health insurance premiums in accordance with N.J.A.C. 6A:23A-3.1(e)(4). In no case shall the Superintendent/Principal pay less than the 1.5% of base salary in accordance with N.J.S.A. 18A:16-17 (P.L. 1979, c. 391). Such limitation shall in no way link this Contract with any agreement collectively negotiated with District employees. The premium shall be paid by the Superintendent/Principal through payroll deduction.

To the extent permitted by applicable State law or regulation, 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.

7. **TUITION REIMBURSEMENT.**

The Board shall reimburse the Superintendent/Principal for tuition costs incurred for graduate level courses at an accredited institution of higher education that are part of a formal program of studies leading to the awarding of a Master's Degree or a Doctoral Degree in an area or discipline judged to be of benefit to the Board. The Superintendent/Principal shall seek Board approval prior to enrolling in any graduate course of study.

8. **REIMBURSEMENT FOR TRAVEL AND RELATED EXPENSES.**

The Board shall reimburse the Superintendent/Principal for all reasonable job-related and travel-related business expenses. All reimbursement for travel, lodging, meals, and related expenses shall be in accordance with *N.J.S.A.* 18A:11-12, OMB Circular, and Board Policy. The Superintendent/Principal shall supply the Board and its business office with documentation supporting claimed expenses. District paid cell phone will be provided to the Superintendent/Principal.

9. **PROFESSIONAL LIABILITY.**

The Board agrees that 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 individual capacity or in his official capacity as agent and/or employee of the Board, provided the incident, which is the subject of any such demand, claim, suit, action or legal proceeding, arose while the Superintendent/Principal was acting within the scope of his employment. If, in the good faith opinion of the Superintendent/Principal, a conflict exists in regard to the defense of any claim, demand or action brought against him and the position of the Board in relation thereto, the Superintendent/Principal may engage his own legal counsel, in which even the Board shall

indemnify the Superintendent/Principal for the costs of his legal defense. The Board further agrees to cover the Superintendent/Principal under the Board's liability insurance policies, including employment practices liability coverage, in the minimum amount of One Million Dollars (\$1,000,000.00).

10. BOARD GOALS AND OBJECTIVES.

If the parties have not already done so then within ninety (90) days of the execution of this Superintendent/Principal Contract, and by June 1st of each succeeding year of this Superintendent/Principal Contract, the parties shall meet to establish the Board's goals and objectives for the new school year. Said goals and objectives shall be reduced to writing and be among the criteria by which the Superintendent/Principal is evaluated, as hereinafter provided.

11. EVALUATION.

The Board shall evaluate the performance of the Superintendent/Principal at least once a year, on or before June 30th. Each evaluation shall be in writing, shall include areas of commendation and recommendation, and shall provide direction as to any aspects of performance in need of improvement. Before final adoption of the evaluation by the Board, the Board shall provide the Superintendent/Principal a copy, and the Superintendent/Principal and the Board shall meet to discuss the findings. Each evaluation shall be based upon the goals and objectives of the Board, the responsibilities of the Superintendent/Principal as set forth herein and in the job descriptions for the positions of Superintendent and Principal, and such other criteria as the State Board of Education shall by regulation prescribe.

On or before June 30th of each year of this Contract, the Board and the Superintendent/Principal shall meet in closed session for the purpose of mutual evaluation of the

performance of the Board and the Superintendent/Principal. Prior to final Board action to approve the evaluation in closed session, the Board shall supply the Superintendent/Principal with a copy of its written evaluation of him, which shall include areas of strengths and weaknesses and which shall provide direction as to areas of performance in need of improvement.

In the event that the Board determines that the performance of the Superintendent/Principal is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include recommendations as to the areas of improvement in all instances where the Board deems performance to be unsatisfactory. The Superintendent/Principal shall have the right to respond in writing to the evaluation. His response shall become a permanent attachment to the evaluation in question and placed in the Superintendent/Principal's personnel file. To the extent the parties have not already done so, they shall meet within sixty (60) days of the execution of this contract to mutually agree upon the evaluation format. Thereafter, on or before June 30th of each year of this Superintendent/Principal Contract, the Superintendent/Principal and the Board shall meet to review the evaluation format and to mutually determine the evaluation format to be used in the subsequent school year.

12. **TERMINATION OF EMPLOYMENT CONTRACT; NOTICE OF NONRENEWAL.**

A. This Contract shall terminate and the Superintendent/Principal'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. By mutual agreement of the Parties;
5. By unilateral termination by the Superintendent/Principal, upon giving ninety (90) days' written notice to the Board;
6. Incapacity of the Superintendent/Principal as determined in any proceedings in accordance with *N.J.S.A.* 18A:17-20.2 and 18A:6-10, et seq
7. Material misrepresentation of employment history, educational and/or professional credentials relating to her position as a certificated educator, or of her criminal background, subject to *N.J.S.A.* 18A6-10.

The Board shall notify the Superintendent/Principal in writing on or before January 31, 2021 whether it intends to reappoint him as Superintendent/Principal. In the event the Board fails to notify the Superintendent/Principal on or before said date and the Parties have not entered into another employment agreement, the Superintendent/Principal shall be deemed reappointed for another contracted term of three (3) years.

Pursuant to *N.J.S.A.* 18A:17-20.4, the Superintendent/Principal retains all tenure rights accrued in any position which he previously held in the District. The Superintendent/Principal shall also continue to accrue seniority in all positions in which he achieved tenure in the District. The Superintendent/Principal shall have the right to assert all tenure and seniority rights in the event that the Board does not renew the Superintendent for any reason.

13. COMPLETE AGREEMENT.

This Superintendent/Principal Contract embodies the entire agreement between the Parties hereto and supersedes all prior and/or contemporaneous representations, agreements, and/or understandings, including the Principal's Contract. This Superintendent/Principal Contract cannot be varied except by written agreement of the undersigned Parties.

14. CONFLICTS.

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

15. SAVINGS CLAUSE.

If, during the Term of this Superintendent/Principal Contract, it is determined that a specific clause of the Superintendent/Principal Contract is illegal under Federal or State law, the remainder of the Superintendent/Principal Contract not affected by such a ruling shall remain in force.

16. MISCELLANEOUS.

The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act, codified at *N.J.S.A. 47A:101, et seq.*, the Right to Know Law codified at *N.J.S.A. 47:1A-1, et seq.*, Executive Order No. 11 (November 15, 1974), Executive Order No. 21 (July 8, 2002), Executive Order No. 26 (August 13, 2002), and case law interpreting them. All information related to the Superintendent/Principal's performance, evaluation or any discipline which the public is not otherwise entitled to access under law is deemed confidential and shall not be released to the public absent a written release by the Superintendent/Principal, or by a lawful order of a court of competent jurisdiction, or pursuant to a rule of a court of competent jurisdiction.

The Superintendent/Principal shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. He

shall be entitled to have a representative accompany him during such review. At least once every year, the Superintendent/Principal shall have the right to indicate those documents and/or other materials in his file that he believes to be obsolete or otherwise inappropriate to retain; such documents identified by him shall be destroyed consistent with the New Jersey Destruction of Public Records Law.

No material derogatory to the Superintendent/Principal's conduct, service, character or personality shall be placed in his personnel file unless he has had an opportunity to review the material. The Superintendent/Principal shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Superintendent/Principal shall also have the right to submit a written answer to such material.

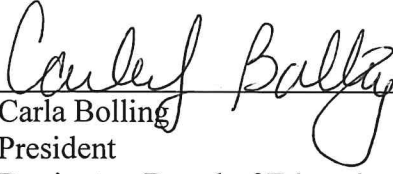
IN WITNESS WHEREOF, the Parties have set their hands and seal to this Superintendent/Principal Contract effective on the day and year first above written.



Anthony Arcodia
Superintendent/Principal

9/23/21

Date



Carla Bolling
President
Barrington Board of Education

9/21/2021

Date

ATTEST:


Samuel Dutkin
Board Secretary/Business Administrator

9/17/2021

Date