



State of New Jersey

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

Middlesex County Office of Education
13-15 Kennedy Boulevard
East Brunswick, New Jersey 08816
(732) 249-2900
Fax (732) 296-6567

ANGELICA ALLEN-MCMILLAN, Ed.D.
Acting Commissioner

KYLE M. ANDERSON
Interim Executive County Superintendent

September 14, 2022

Mr. Michael Mitchell
Board President
South Brunswick Public Schools
P.O. Box 181
Monmouth Junction, New Jersey 08852

Dear Mr. Mitchell:

I have reviewed the employment contract for Mr. Scott Feder, Superintendent of Schools, in accordance with N.J.S.A. 18A:7-8(j) and to determine compliance with the standards adopted by the Commissioner of Education at N.J.A.C. 6A:23A-3.1. Based upon my review, I have determined that those provisions of the contract subject to my review are in compliance with applicable laws and regulations. Therefore, I approve the contract for a period commencing on December 1, 2022 through June 30, 2027.

A copy of the signed contract accompanied by the board resolution should be forwarded to my office immediately following the board meeting.

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

Sincerely,


Kyle M. Anderson
Interim Executive County Superintendent

KMA/dh

C: David Pawlowski, School Business Administrator/Board Secretary
Leo Yanogacio, Executive County Business Official

SUPERINTENDENT

Detailed Statement of Contract Costs

District: South Brunswick Board of Education					
Name: Scott Feder					
District Grade Span: K - 12					
On Roll Students as of 10-02-19: 8,559					

	Year 1 2022-232	Year 2 2023-24	Year 3 2024-25	Year 4 2025-26	Year 5 2026-27
Contract Term:					
Salary					
Salary	\$ 261,000	\$ 269,352	\$ 277,971	\$ 286,866	\$ 296,046
High School	\$ -	\$ -	\$ -	\$ -	\$ -
Longevity	\$ -	\$ -	\$ -	\$ -	\$ -
Shared Service	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Salary	\$ 261,000	\$ 269,352	\$ 277,971	\$ 286,866	\$ 296,046
Additional Salary					
Quantitative Merit Goals					
Qualitative Merit Goals					
Additional Compensation - Describe:	\$ -	\$ -	\$ -	\$ -	\$ -
Total Additional Salary	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Salary plus Additional Salary	\$ 261,000	\$ 269,352	\$ 277,971	\$ 286,866	\$ 296,046
Total Premium for:					
Health Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Prescription Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Dental Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Vision Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Disability Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Life Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Other Insurance - Describe:	\$ -	\$ -	\$ -	\$ -	\$ -
Waiver of Benefits	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Section 125 Plan Reimbursements - Describe:	\$ -	\$ -	\$ -	\$ -	\$ -
Total Cost of Premiums	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Less Employee Contribution to Health Benefits as Per Law	\$ -	\$ -	\$ -	\$ -	\$ -
Total Employee Health Benefit Compensation	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Other Compensation					
Travel and Expense Reimbursement (Capped Amount or Estimated Annual Cost)	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500
Professional Development (Capped Amount or Estimated Annual Cost)	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
Tuition Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -
Mentoring Expenses - Describe:	\$ -	\$ -	\$ -	\$ -	\$ -
National/State/County/Local/Other Dues	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200
Computer for home use (including supplies, maintenance, internet)	\$ -	\$ -	\$ -	\$ -	\$ -
Other - Describe:	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Compensation	\$ 13,200	\$ 13,200	\$ 13,200	\$ 13,200	\$ 13,200
Sick and Vacation Compensation					
Max Pay for Unused Sick Leave Upon Retirement	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Max Pay for Unused Vacation Leave-Retirement or Separation	\$ 44,169.23	\$ 45,582.65	\$ 47,041.29	\$ 48,546.61	\$ 50,100.10
Total Sick and Vacation Compensation	\$ 59,169	\$ 60,583	\$ 62,041	\$ 63,547	\$ 65,100
TOTAL CONTRACT COSTS	\$ 338,369	\$ 348,135	\$ 358,213	\$ 368,613	\$ 379,346

CONTRACT OF EMPLOYMENT

This Agreement, made this 1st day of December 2022, between

THE SOUTH BRUNSWICK BOARD OF EDUCATION

in Middlesex County (hereinafter "the Board")

with offices located at

231 Blackhorse Lane

North Brunswick, New Jersey 08902

and

SCOTT FEDER

(hereinafter "the Superintendent")

PREAMBLE

WITNESSETH

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

WHEREAS, the Board and the Superintendent believe that a written employment contract is necessary to describe specifically the requirements of law and their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools; and,

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

NOW, THEREFORE, in consideration of the following mutual promises and obligations, the parties agree as follows:

ARTICLE I

EMPLOYMENT TERM

The Board hereby agrees to hire Scott Feder as Superintendent of Schools under the conditions set forth in this Contract and for the period of approximately five (5) years commencing on December 1, 2022 through and including 12:01 a.m. on July 1, 2027. The Parties acknowledge this Contract must be approved by the Middlesex County Executive County Superintendent in accordance with applicable law and regulation.

ARTICLE II

CERTIFICATION

The Parties acknowledge that the Superintendent currently possesses the appropriate New Jersey administrative certification and school administrator endorsement.

If, at any time during the term of this Contract, the Superintendent's certification(s) is revoked, this Contract shall be null and void as of the date of the revocation. The Superintendent will provide official course transcripts for all earned postsecondary degrees to the Board of Education. These transcripts will be kept on file in the Board office.

ARTICLE III

DUTIES

In consideration of the employment and in accordance with *N.J.S.A. 18A:17-20*, salary and fringe benefits established hereby, the Superintendent hereby agrees to the following:

A. To perform faithfully the duties of Superintendent of Schools for the Board and to serve as the Chief School Administrator in accordance with the laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board in the future. The specific job description adopted by the Board,

applicable to the position of Superintendent of Schools, is incorporated by reference into this Contract.

B. To devote the Superintendent's full time, skills, labor, and attention to this employment during the term of this Contract; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without written permission of the Board. Should the Superintendent choose to engage in such outside activities on weekends, on his vacation time, or at other times when he is not required to be present in the district, he shall retain any honoraria paid. The Superintendent shall notify the Board President in the event he is going to be away from the district on Board business for two (2) or more days in any week. Any time away from the district that is not for Board business must be arranged in accordance with provisions in this Contract governing time off. The Board recognizes that the demands of the Superintendent's position require him to work long and irregular hours, and occasionally may require that he attend to district business outside of the district.

C. To assume the responsibilities for the selection, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable federal law, state law, and Board policies and directives. The Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with *N.J.S.A. 18A:27-4.1*.

D. To non-renew personnel pursuant to *N.J.S.A. 18A:27-4.1*, and to provide a written statement of reasons for non-renewal upon proper request to the employee.

E. To study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, shall refer to him. The Superintendent shall

have the right to contact the Board's attorney for legal assistance as the need arises in carrying out his duties.

F. To assume responsibility for the administration of the affairs of the school district, including but not limited to programs, personnel, fiscal operations, and instructional programs. All duties and responsibilities therein will be performed and discharged by the Superintendent, or by staff, at the Superintendent's direction.

G. To have a seat on the Board and have the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Superintendent shall attend all regular and special meetings of the Board (except where a *Rice* notice has been served upon the Superintendent notifying him that his performance or Contract will be discussed in closed session, and the Superintendent did not request that the meeting be conducted in public, or where the Superintendent has a conflict of interest) and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the school district. The Superintendent shall have the right to address the board in closed session if he has received a Rice notice and may bring a representative of his choosing; however, the Board retains the right to discuss the Superintendent outside of his presence.

H. To suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the wellbeing of the school district.

I. To perform all duties incident to the Office of the Superintendent and such other duties as may be prescribed by the Board from time to time consistent with the position of the Superintendent of Schools. The Superintendent shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations.

ARTICLE IV

COMPENSATION AND BENEFITS

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

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

1. Commencing on December 1, 2022, the Superintendent's annual salary, paid by the Board, shall be TWO HUNDRED AND SIXTY-ONE THOUSAND dollars (\$261,000.00), prorated, and on July 1st in each year of this Employment Contract, the Superintendent shall be granted a 3.2% increase in his salary. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for certified employees. The Superintendent's salary for any term of this Contract shall not be reduced during the term of this Contract except in accordance with *N.J.S.A. 18A:17-20.2*. The parties shall have the right to agree to re-open this Contract and re-negotiate new salary terms agreeable to both parties, subject to review and approval by the Executive County Superintendent in accordance with *N.J.A.C. 6A:23A-3.1*.

2. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight July 1, 2027 (the expiration date of this Contract) unless the parties have agreed to a Contract extension and that extension has been approved by the Middlesex County Executive County Superintendent. The terms of the amendment/extension will govern all increases to take effect after July 1, 2027. 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.*

C. Sick Leave. The Superintendent shall receive twelve (12) sick days annually. The Superintendent shall continue to maintain the bank of 35 sick days he was provided upon the commencement of his employment. The Board, through its human resources office, shall be responsible for maintaining written documentation of the Superintendent's earned and accrued sick days. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. Upon retirement and notice to the Board, unused sick days will be reimbursed, at the Superintendent's per diem rate ($1/260 \times$ annual salary). Reimbursement for sick days shall be consistent with the law in effect at the time this Contract is signed. Such payment shall not exceed \$15,000.00, and will be made within sixty (60) days of the Superintendent's last day of employment.

D. Professional Membership. The Superintendent shall be entitled to membership, at the Board's expense for professional dues in the following professional associations: NJASA, AASA, ASCD and the Middlesex County Administrators Association and/or other organizations deemed important by the Superintendent and the Board. The Superintendent also shall be entitled to reimbursement for reasonable expenses incurred for attendance at professional conferences within the limit set by the annual budget, and similar expenses which he may incur while discharging the duties of Superintendent in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations. (*N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7, et seq.*). Such reimbursement shall comply with all applicable provisions of state and federal statutory and regulatory provisions and guidance, and with Board policy. The Superintendent shall be entitled to attend the annual NJSBA Workshop and Convention, the annual conference of the NJASA,

ACSD, and TechSpo. Reimbursement or payment for such expenses shall be made in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations, and Board policies within the limit set in the annual budget.

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

F. Health Benefits:

1. The Board shall provide the Superintendent with individual or family health benefits coverage, at his choosing, as provided to all other District personnel. Throughout the life of this agreement, the Superintendent shall pay the premium costs for all such coverages as set forth in Tier 4 of *Chapter 78, P.L. 2011* and implementing regulations as the same provides on the date of execution of this Contract even after the sunset date of said law. The premium shall be paid by the Superintendent through payroll deduction. The Superintendent is permitted to participate in the Board's established \$125 Cafeteria Plan.

2. The Superintendent may waive coverage in any of the health benefits plans if covered through a spouse, civil union, or domestic partner's health plan. The Superintendent must execute an appropriate waiver provided by the Board for the school year to which the waiver applies and will be paid \$5,000.00 in the July following conclusion of that school year. If the Superintendent elects to return to coverage at any time during the year, he may do so, but forfeits the payment on a prorated basis. Entry and re-entry to coverage shall be in accordance with the rules of the carrier.

3. Notwithstanding any waiver of coverage pursuant to Paragraph 2 above, the Superintendent shall be given access to the District's health clinic, currently located at 231 Blackhorse Lane, Monmouth Junction, NJ, during the term of this contract and to the extent

available to all employees. The Superintendent shall be entitled to the same services and, if applicable, at the same cost to him as all employees.

4. The Superintendent will be entitled to the same disability provisions as all other certificated administrators in the district.

G. Vacation Leave:

1. The Superintendent shall be entitled to an annual vacation of twenty-two (22) working days per year, prorated. All of the vacation days shall be available for the Superintendent's use on July 1st of each year of the Contract.

2. The Superintendent shall take his vacation time after giving the Board President reasonable notice. School vacations do not constitute time off for the Superintendent, unless he uses his leave time. The Superintendent is expected to attend to the business of the district as required for the smooth and efficient operation of the school district. The Superintendent shall document the use of accrued vacation days with the Board Secretary.

3. The Board encourages the Superintendent to take his full vacation allotment each year; however, not more than twenty-two (22) vacation days may be carried over by the Superintendent from one year to the next (for a total not to exceed forty-four (44) in any one given year). The Superintendent shall be permitted to take vacation days at any time pursuant to the approval of the Board. The Board, through its Human Resources office, shall be responsible for maintaining written documentation of the Superintendent's earned and accrued vacation days.

4. Upon separation from employment, the Superintendent shall be paid for his unused, accumulated vacation days. The per diem rate for unused vacation days shall be calculated as 1/260th of the Superintendent's final salary. The Board shall make any such payment

within sixty (60) days after the Superintendent's last day of employment. In the event of the Superintendent's death, payment for his unused accumulated vacation days shall be made to his estate.

H. Holidays. The Superintendent shall be entitled to all holidays granted to other administrators in the district as specified on the district calendar.

I. Personal Days. The Superintendent shall be entitled to three (3) personal days to attend to personal business during the school day, with full pay during the work year. Personal days may be taken during the school year with the prior permission of the Board President. As much advance notice as possible of the request to take personal time will be given. Personal day usage shall be reflected on time-off slips filed with the Human Resources office. Unused Personal days shall convert to sick days, provided that the Superintendent is not permitted to accumulate more than 15 sick days in a given school year.

J. Bereavement Leave. In the event of death in the immediate family, an allowance of up to five (5) school days shall be granted. Immediate family shall be considered father, mother, mother-in-law, father-in-law, spouse, child, step-child, brother, sister, grandparents, daughter-in-law, son-in-law, grandchildren, or any relative or friend domiciled with the Superintendent. An allowance of three (3) days shall be granted to attend the funeral of other relatives or close friends upon permission of the Board.

K. Mileage. The Board shall pay the Superintendent a reasonable allowance in the amount of \$ 250.00 each month for the use of his vehicle in the performance of his duties. There will be no additional reimbursement of mileage allowance paid, except for travel outside of New Jersey.

L. Cellular Telephone. The Board shall provide the Superintendent with a cellular telephone to conduct district business. If the Superintendent also utilizes his personal cell phone, the Board shall reimburse the Superintendent for the cost of the maintenance or use of the cellular telephone in accordance with the reimbursement schedule paid to Administrators in the South Brunswick School District. Upon the termination, cancellation, or expiration of this Contract and/or the Superintendent's employment with the Board, the Superintendent shall immediately return his district-provided cellular telephone to the Board. The Superintendent is permitted limited personal use of the district phone.

ARTICLE V

ANNUAL EVALUATION

A. In accordance with *N.J.S.A.* 18A:17-20.3 and *N.J.A.C.* 6A:10-7.1, the Board shall evaluate the performance of the Superintendent at least once a year, and shall complete the evaluation process by no later than July 1st. Each annual evaluation shall be in writing and shall represent a majority of the full membership of the Board. Prior to the finalization, a copy of the evaluation shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The Board may meet in closed session to discuss the evaluation and the Superintendent's performance where a *Rice* notice has been served upon the Superintendent, giving notice that the Superintendent's employment will be discussed in closed session, and the Superintendent has not requested that the meeting be conducted in public. The evaluations shall be based upon the criteria adopted by the Board, the goals and objectives of the district, which shall include, but not limited to, encouragement of student achievement, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent, the district's placement on the NJQSAC continuum (with respect to those DPRs that are within the

Superintendent's control), and such other criteria as established by the Board and/or as established by regulation.

B. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, and in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include specific recommendations for improvement in all instances where the Board deems performance to be unsatisfactory. The Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the Superintendent's personnel file upon the Superintendent's request. On or before June 1st of each year of this Contract, the Superintendent and the Board shall meet to review evaluation format and to mutually determine the evaluation format to be used in the subsequent school year. For the first year of this contract, the Board and the Superintendent shall meet within sixty (60) days of the Superintendent's commencement of employment to determine the evaluation format for the remainder of the current school year.

C. The final draft of the annual evaluation shall be adopted by the Board on or before June 30th. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by June 1 of each year. The Board and the Superintendent shall mutually agree on the evaluation format in each year of this contract.

D. Within sixty (60) days of the execution of this Employment Contract, 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.

E. The parties also agree that the Board shall not hold any discussions or take any negative action regarding the Superintendent's employment, unless the Superintendent is given written notice at least forty-eight (48) hours in advance, an opportunity to address the Board in closed session, and is permitted to have a representative of his choosing speak on his behalf. In addition, the Board shall not hold any discussions with regard to the Superintendent's performance, or that may adversely affect the Superintendent's employment, in public session, unless the Superintendent requests that such discussions be held in public session, pursuant to the Open Public Meeting Act.

ARTICLE VI

TERMINATION OF CONTRACT

A. This Contract shall terminate, the Superintendent's employment will cease, and no compensation shall thereafter be paid, under any one of the following circumstances:

- 1) failure to possess/obtain proper certification;
- 2) revocation or suspension of the Superintendent's certificate, in which case this Contract shall be null and void as of the date of revocation, as required by N.J.S.A. 18A:17-15.1;
- 3) forfeiture under *N.J.S.A.* 2C:51-2;
- 4) mutual agreement of the Parties;
- 5) notification in writing by the Board to the Superintendent, at least one (1) year prior to the expiration of this Contract, of the Board's intent not to renew this Contract;

- 6) material misrepresentation of employment history, educational and professional credentials, and criminal background subject to *N.J.S.A.* 18A:6-10; and *N.J.S.A.* 18A:17-15 et seq.; or
- 7) in accordance with such laws and regulations that would require nullification of this Contract.

B. In the event the Superintendent is arrested and charged with a criminal offense, which could result in forfeiture under *N.J.S.A.* 2C:51-2, the Board reserves the right to suspend him pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment, unless the Board certifies contractual tenure charges.

C. Nothing in this Contract shall affect the Board's rights with regard to suspension under *N.J.S.A.* 18A:6- 8.3 and applicable case law.

D. The Superintendent may terminate this Contract upon at least one hundred and eighty (180) calendar days' written notice to the Board, filed with the Board Secretary, of his intention to resign.

E. The Superintendent shall not be dismissed or reduced in compensation during the term of this Contract except as authorized by paragraphs B and C, *supra*, and *N.J.S.A.* 18A:17-20.2 and *N.J.S.A.* 17-20.2a, provided, however, that the Board shall have the authority to relieve the Superintendent of the performance of his duties in accordance with *N.J.S.A.* 18A:27-9, so long as it continues to pay his salary and benefits for the duration of the term. The parties understand that any early termination must comply with the provisions of *P.L. 2007, c. 53, The School District Accountability Act*.

ARTICLE VII

ADVICE OF COUNSEL

The Parties hereto represent and acknowledge that they have had the right and opportunity to seek the advice independent counsel with respect to the interpretation, meaning and legal effect of entering into this Contract prior to executing same.

ARTICLE VIII

COMPLETE AGREEMENT

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

This Contract shall supersede and effectively terminate any and all prior contracts between the Board and the Superintendent and shall be binding upon both parties.

ARTICLE IX

SAVINGS & CONFLICTS CLAUSE

If, during the term of this Contract, it is found that a specific clause of the Contract is illegal under federal or state law, the remainder of the Contract is not affected by such a ruling and shall remain in full force. In the event of any conflict between the terms, conditions and provisions of this Contract and the provisions of the Board's policies or any permissive federal or State law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

ARTICLE X

RELEASE OF PERSONNEL INFORMATION **PERSONNEL RECORDS**

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

shall be entitled to have a representative accompany him during such review. At least once every year, the Superintendent 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; and, upon final approval of the Board, such documents identified by him shall be removed from his personnel file or destroyed, as is appropriate or requested by the Superintendent.

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

ARTICLE XI

INDEMNIFICATION

The Board shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings of any kind brought against the Superintendent acting on his capacity as an agent and/or employee of the Board in accordance with Board policy and *N.J.S.A.* 18A:16-6. If, in the good faith opinion of the Superintendent, 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 may engage his own legal counsel, in which event the Board shall indemnify the Superintendent for the costs of his legal defense. The Board further agrees to cover the Superintendent under the Board's liability insurance policies, indicating employment practices and ample liability coverage.

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

SCOTT FEDER, Superintendent

Date: _____

SOUTH BRUNSWICK BOARD OF EDUCATION

MICHAEL MITCHELL, Board Vice-
President

Date: _____

WITNESS:

DAVID PAWLOWSKI, School Business
Administrator/Board Secretary

Date: _____

South Brunswick Board of Education
Public Notice of Intent to Amend and/or Alter Superintendent's Contract

WHEREAS, the State of New Jersey enacted P.L. 2007, c.53, An Act Concerning School District Accountability ("Act"); and

WHEREAS, Section 5 of the Act amended N.J.S.A. 18A:11-11 to require boards of education to provide public notice 30 days prior to the renegotiation, extension, amendment, or alteration of an employment contract with the superintendent of schools, assistant superintendent of schools, or school business administrator; and

WHEREAS, the South Brunswick Board of Education intends to take action to amend and/or alter the contract terms and conditions of the Superintendent of Schools.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that, in accordance with the Act, the South Brunswick Board of Education will hold a public hearing on the employment contract of the Superintendent of Schools on September 22, 2022 at 7:00 pm during its regularly scheduled Board of Education meeting to be held at Crossroads North Middle School Auditorium, 635 Georges Road, Monmouth Junction. It is the intent of the Board of Education to take formal action on said employment contract at the meeting on October 27, 2022.

Members of the public are invited to submit public comments regarding the proposed amendment and/or alteration of the Superintendent's employment contract. The Board, pursuant to N.J.S.A. 10:4-12(b), the Open Public Meeting Act, shall not publicly discuss personnel matters and shall not respond to comments made by members of the public. Please be aware that the subject of this hearing retains the right of privacy and shall retain all rights regarding defamation and slander according to the laws of New Jersey. The Board shall not be held liable for comments made by members of the public.

BY ORDER OF THE BOARD OF EDUCATION

David Pawlowski, Business Administrator/Board Secretary

DATED: _____

RESOLUTION

WHEREAS, the Board has determined to amend the term of its current contract with Superintendent of Schools Scott Feder; and

WHEREAS, the Board gave notice of its intention to amend the Superintendent's contract and held a hearing as required by *N.J.S.A.* 18A: 11-11; and

WHEREAS, the Middlesex County Executive Superintendent of Schools has approved the amended contract.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to *N.J.S.A.* 18A:7-8, 18A:17-15 and *N.J.A.C.* 6A:23A-3.1 *et. seq.*, the Board hereby rescinds the existing contract of employment for Mr. Feder, which runs from October 29, 2019 through June 30, 2024 and approves a new employment contract with Mr. Feder commencing on December 1, 2022, and continuing through 12:01 A.M. on July 1, 2027, with the following salaries over the term of the contract: During the period December 1, 2022 through June 30, 2023, \$261,000.00, prorated; during the 2023-2024 school year, \$269,352.00; during the 2024-2025 school year, \$277,971.00; during the 2025-2026 school year, \$286,866.00; and during the 2026-2027 school year, \$296,046.00, representing a 3.2% increase in each full year, as set forth in the contract of employment attached hereto.

