

**EMPLOYMENT CONTRACT**  
**SUPERINTENDENT OF SCHOOLS**

**THIS EMPLOYMENT CONTRACT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the **BOARD OF EDUCATION OF THE TOWNSHIP OF RANDOLPH**, County of Morris, with offices located at 25 School House Road, Randolph, New Jersey 07869 (hereinafter referred to as the “Board”), and Dr. David Browne (hereinafter Dr. Browne or “the Superintendent”).

**WHEREAS**, the Board desires to continue the employment of Dr. Browne as Superintendent of Schools for the Board and Dr. Browne has agreed to serve in this capacity; and

**WHEREAS**, the Board and Dr. Browne wish to embody in this contract the terms and conditions of their Agreement;

**NOW, THEREFORE**, the Board and Dr. Browne, for the consideration herein specified, agree as follows:

**1. EMPLOYMENT TERM**

The Board hereby employs Dr. Browne as Superintendent for a term commencing July 1, 2013 and ending June 30, 2018.

**2. SUPERINTENDENT RESPONSIBILITIES**

- A. The Superintendent shall be the chief executive and administrative officer of the Board and shall have general supervision over all aspects, including fiscal operations and instructional programs of the district. He shall faithfully perform the duties of Superintendent in accordance with the Law of the State of New Jersey, Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board from time-to-time. The specific job description adopted by the Board, applicable to the position of Superintendent is incorporated by reference into this contract and shall be followed by the Superintendent.
- B. The Superintendent shall devote his full time, skills, labor and attention to this employment during the term of this contract. Should the Superintendent wish to engage in any outside employment, the prior written permission of the Board is required.
- C. The Superintendent shall carry out the duties as may be assigned to him by the Board pertaining to the office of Superintendent and to make reports to the Board as may be required.
- D. The Superintendent shall attend regular and special meetings of the Board without additional compensation and any other committee meetings and/or other meetings which are relevant to his job function. These meetings may be scheduled in the early weekday mornings and/or evenings and in special situations, on weekends.

E. The Superintendent may attend those county, regional and State meetings that are necessary for him to keep informed of current matters affecting the Board.

### 3. CERTIFICATION

Dr. Browne represents that he possesses all appropriate certification required to serve in the position of Superintendent in the State of New Jersey. Should his certification be revoked, this Agreement will be null and void

### 4. COMPENSATION

A. Salary: The Board shall pay the Superintendent an annual salary of One Hundred and Sixty-Five Thousand dollars (\$165,000.00) during each year of this contract, plus a high school salary increment of \$2,500.00 to account for the District's high school, pursuant to N.J.A.C. 6A:23A-1.2, for a total yearly base salary of One Hundred and Sixty-Seven Thousand Five Hundred dollars (\$167,500.00). This annual salary shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other administrative staff. In the event the Salary Cap Regulations ("Regulations") expire or are declared invalid by a court of competent jurisdiction, the parties agree to pay Dr. Browne the annual salary set forth below depending upon the year in which the regulatory change transpires, retroactive to the beginning of the school that the Regulations are no longer in effect (if the law permits for retroactivity, if not the change shall be effective on the day permitted by law):

2013-2014	\$204,578
2014-2015	\$208,669
2015-2016	\$212,842
2016-2017	\$217,098
2017-2018	\$221,439

In the event that Dr. Browne, is paid according to this salary scale due to the circumstances set forth above, he shall not be eligible for the merit bonus set forth in Paragraph B, below.

B. Merit Bonus. An annual merit bonus of up to fifteen percent (14.99%) of the Superintendent's base salary may be provided to the Superintendent, based upon his achievement of three (3) quantitative merit criteria, worth 3.33% each, and two (2) qualitative merit criteria, worth 2.5% each. Said bonus, if earned, will not be added to his base salary for computation of the following year's salary.

(i). On or before June 1 of each year of this contract, the parties shall meet to develop and mutually agree upon the criteria upon which the bonus should be based for the succeeding contract year. The criteria shall be incorporated into this contract by reference and attached as an exhibit. Pursuant to Code, the criteria shall be submitted annually to the Executive County Superintendent who shall be required to approve same. In the event the Executive County Superintendent disapproves any criterion, the parties shall agree on a new one and resubmit it for approval.

(ii). The determination as to whether any or all of the criteria have been satisfied will be made by a majority of the Board by no later than August 30 of 2013, 2014, 2015, 2016, 2017

and by June 30, 2018, unless for reasons beyond the Board's control said determination cannot be made by that date. In those cases, the parties will mutually agree on a new date(s). The Board shall pass a resolution identifying which quantitative merit and/or qualitative merit criterion have been satisfied by the Superintendent during the previous year. The Board shall submit the resolution to the Executive County Superintendent and shall await a confirmation of the satisfaction of that criterion from the Executive County Superintendent prior to payment of the merit bonus. If a bonus is earned, payment will be payable within ten (10) business days of approval by the Executive County Superintendent in accordance with Code.

## **5. VACATION**

- A. As Superintendent, Dr. Browne shall be granted twenty (20) vacation days annually, all of which shall be available to the Superintendent on July 1<sup>st</sup> of each year, but shall be considered earned on a monthly pro-rata basis. School vacations do not constitute time off for the Superintendent unless he uses his leave time. The Superintendent may carry-over up to a maximum of ten (10) unused vacation days from one year to the next, to a maximum of thirty (30) days. Upon separation from service, if the Superintendent has unused, earned, accumulated vacation days, the Superintendent will be compensated for his unused vacation days based on a per diem calculation of 1/260 of his annual salary at the time of separation.
- B. The Superintendent shall be permitted to take vacation days upon prior notice and approval by the Board President or designee during the school year. Such approval shall not be unreasonably withheld and shall not result in the Superintendent forfeiting vacation days during any year of this contract. During summer recess, the Superintendent shall use discretion and notify the Board President or his/her designee and Business Administrator of the vacation schedule. The Board, through its Business Administrator, shall be responsible for maintaining written documentation of the Superintendent's earned, used and accrued vacation days.
- C. Should this contract be terminated pursuant to Paragraph 21(d) and/or (e), below, there shall be no payment for unused, accumulated vacation days. In the event the Superintendent terminates the contract upon notice to the Board, the Board shall not prevent the Superintendent from using any remaining vacation days. At the Board's discretion, should termination or non-renewal occur, the Board reserves the right to require the Superintendent to use his/her full vacation allotment.
- D. In the event that the Superintendent dies during the term of this Agreement, any payments to which he is entitled for unused days shall be payable to the Superintendent's estate.

## **6. HOLIDAYS**

The Superintendent shall be entitled to the same holidays as is consistent with the Administrative Office personnel.

## **7. SICK LEAVE**

The Superintendent shall be allowed twelve (12) days sick leave annually. The unused portion of such leave, at the end of each school year, shall be cumulative. Upon retirement from the District, the Board shall pay the Superintendent for accumulated, unused sick days at his per diem rate, up to a

maximum of \$15,000.00. Throughout this contract, the per diem rate shall be calculated as 1/260 of his then-current annual salary.

## **8. PERSONAL LEAVE**

The Superintendent shall be granted five (5) days of absence normally for personal matters which require absence during school hours, to be used at the Superintendent's discretion. Except for reasons of emergency, Dr. Browne shall provide reasonable notice of the use of his personal days, at least 72 hours prior to such use, to the Board President or his/her designee. The use of three (3) or more consecutive personal days must be approved by the Board President or his/her designee prior to use.

## **9. BEREAVEMENT LEAVE**

The Superintendent shall be granted five (5) bereavement days of absence for the death of an immediate family member. An immediate family member is a spouse, child, parent, sibling or in-law of any of the foregoing. For the death of all other relatives, the Superintendent shall be granted three (3) bereavement days of absence.

## **10. HEALTHCARE BENEFITS**

The Board shall pay the monthly premiums for all health insurance premiums, on behalf of Employee and his family. Employee shall receive the "PPO plan" or its equivalent, including prescription and dental coverage, as set in Paragraph 11 & 12 below. This shall be the equivalent plan for all other certified district staff. Employee shall be responsible for all of the co-pays and deductibles, delineated in the current plan. The Board reserves the right to transfer any of the insurance coverage set forth above to other insurance companies as deemed in the best interest of the School District. Any new plan will be discussed with the Employee prior to change, and shall be at least equal to the previous coverage. Employee shall be eligible to continue the foregoing healthcare coverage at his expense upon retirement.

Employee shall be subject to the contribution requirements of P.L. 2011, c. 78 for all health, prescription and dental coverage. Said contribution will be automatically deducted from the employee's salary payments in equal installments, corresponding with the payment schedule for other certified District personnel. In accordance with P.L. 2011, c. 78, the contribution is determined as a specified percentage of the health benefits/prescription drug premiums for a salary range, but not less than one and one half (1.5%) of base salary.

## **11. DENTAL COVERAGE**

a.) The Board shall provide a dental plan (Delta Dental Plan IA) with orthodontics. The Board shall pay 100% for the employee coverage and shall pay 50% of the cost dependent coverage. The employee is responsible for remaining 50% of the premium. Provisions of IA with for the orthodontics are as follows: The plan shall have a co-payment feature as follows:

- (1) Preventive and diagnostic - 100%,
- (2) Remaining basic services - 70/300
- (3) Prosthodontic benefits - 70/300 including crowns inlays and gold restoration)
- (4) Orthodontics (child and adult) - 50/500

b.) The maximum amount payable by the carrier or the above dental services, excluding orthodontic benefits, provided to an eligible patient in any calendar year is \$1000. Orthodontic benefits are subject to a \$2000 maximum per case which is separate from the maximums mentioned above applicable to basic and prosthodontic benefits.

c.) The plan provides for a \$40 deductible per patient per calendar year which is not applicable to preventive and diagnostic services.

d.) \$120 family maximum aggregate deductible which is not applicable to preventive and diagnostic benefits.

## **12. PRESCRIPTION COVERAGE**

The Board shall provide Employee with a prescription drug plan. The Board shall pay 100% of the prescription premium for the Blue Choice Plan and shall pay 65% of the coverage for the PPO plan. (Single, H/W or Family).

## **13. WAIVER OF BENEFITS**

Should Employee waive the health benefits coverage set forth in Paragraphs 10, 11 and 12, he will be given a waiver payment equal to 25% of the total premium saved by the Board after the amount of the contribution he would have paid pursuant to P.L. 2011, c. 78, is deducted.

## **14. JOB RELATED EXPENSES**

Dr. Browne shall be reimbursed for official travel at the approved State of New Jersey mileage rate, in accordance with current law and New Jersey Office of Management and Budget (NJOMB) circulars (currently \$.31 cents per mile), up to a maximum monthly payment of \$400.00 upon submission of mileage claims to the Business Office.

## **15. PROFESSIONAL MEMBERSHIPS & DUES**

The Board shall pay one hundred percent (100%) of the Superintendent's membership fees and/or charges to the American Association of School Administrators, the New Jersey Association of School Administrators, the American Educational Research Association, and other professional/civic groups at the option of the Superintendent, which the Superintendent deems necessary to maintain and/or improve his professional skills, as well as registration, travel, meals, and lodging expenses reasonably necessary for the Superintendent to attend the annual and/or semi-annual meetings of said organizations. Attendance at such annual and/or semi-annual meetings shall be upon advance approval by the Board. Such approval shall not be unreasonably withheld.

## **16. PROFESSIONAL GROWTH OF SUPERINTENDENT**

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

- (a) the operations, programs, and other activities conducted or sponsored by local, state and

national school administrators and 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 to perform his professional responsibilities for the Board;
- (d) visits to other institutions; and
- (e) other activities promoting the professional growth of the Superintendent.

In its encouragement, the Board shall permit a reasonable amount of release time for the Superintendent to attend such matters. The Board shall pay all necessary travel, registration and sustenance expenses subject to limits established by the New Jersey Department of Education and the New Jersey Office of Management and Budget, where applicable. At a minimum, the Superintendent shall be permitted to attend, at his option, one state and one national conference annually.

## **17. COMPUTER & CELLULAR TELEPHONE**

The Board shall provide the Superintendent with a cellular telephone and computer for business related purposes. The phone and computer shall be the property of the Board. Should the Superintendent wish to purchase his own phone, the Board will reimburse him for his monthly coverage up to \$80.00 per month.

## **18. INDEMNIFICATION**

The Board shall defend, hold harmless and indemnify the Superintendent in accordance with the applicable State Law.

## **19. DISTRICT GOALS AND OBJECTIVES**

Within sixty (60) days of the execution of this contract, or on a mutually acceptable date, 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 before June 1<sup>st</sup> of each succeeding school year, or a mutually acceptable date, 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 effects heretofore described.

## **20. EVALUATION**

The Board shall evaluate the performance of the Superintendent at least once per year, on or before April 30 or as soon thereafter as possible. It shall be the Board's responsibility to ensure completion of the annual evaluation of the Superintendent. The Superintendent's annual 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 Board action, a copy shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the

findings. The annual evaluation shall be based upon the goals and objectives of the Superintendent and the district, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent, and such other criteria as the State Board of Education shall by regulation prescribe. The Superintendent shall receive a copy of any backup forms utilized in the process.

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. On or before the first day of each school year, or on an alternate mutually acceptable date, the Superintendent and the Board shall meet to review the evaluation format and to mutually determine the evaluation format to be used in the subsequent next succeeding school year, in the same manner and with the same effects heretofore described.

## **21. TERMINATION OF EMPLOYMENT CONTRACT**

This Employment Contract may be terminated by:

- (a) mutual agreement of the parties; or
- (b) unilateral termination by the Superintendent upon (150) days written notice to the Board; or
- (c) notification in writing by the Board to the Superintendent, at least one hundred fifty (150) days prior to the expiration of this contract, of the Board's intent not to renew this contract; or
- (d) in the event that the Superintendent's certificate is revoked or suspended, this contract shall automatically terminate and become null and void as of the date of the revocation or loss of certification; or
- (e) Dismissal for unbecoming conduct, incapacity, inefficiency or other just cause in accordance with N.J.S.A. 18A:6-10 et seq. and N.J.S.A. 18A:17-15, et seq.

## **22. SEARCH FIRM COSTS**

Should Dr. Browne elect to leave the employ of the Board of Education before the end of this contract to work as a Superintendent in another school district in any State that borders New Jersey, he shall reimburse the Board of Education for the costs of a search firm, up to \$20,000.00, hired to find a successor Superintendent for the District. Should Dr. Browne fail to remit this sum and the Board is required to pursue a legal action to collect same, he shall pay the Board's attorney's fees and costs. This paragraph may be waived by a majority vote of the full the Board of Education at the time of its occurrence.

### **23. COMPLETE AGREEMENT**

This contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties. Any modifications to this contract must have prior approval of the Executive County Superintendent.

### **24. RIGHT TO LEGAL COUNSEL**

Dr. Browne acknowledges that he has been informed of his right to be represented by legal counsel regarding to negotiation, development, and approval of this Contract and that the Board's legal counsel does not represent him in the matter. However, Dr. Browne shall have the right to contact the Board attorney for legal assistance on all other matters as the need arises in carrying out his duties.

### **25. CONFLICTS**

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.

### **26. SAVINGS CLAUSE**

If, during the term of this contract, it is found that a specific clause of the contract is illegal in federal or State law, the remainder of this contract not affected by such a ruling shall remain in force.

### **27. NEW JERSEY LAW**

This Agreement shall be construed in accordance with the provisions of the laws of New Jersey.

**IN WITNESS WHEREOF**, they set their hands and seals to this contract effective on the day and year first above written

RANDOLPH  
BOARD OF EDUCATION

\_\_\_\_\_  
Dr. David Browne  
Superintendent

By: \_\_\_\_\_  
Tammy MacKay,  
Board President

DATED:

DATED:

WITNESS:

\_\_\_\_\_

By: \_\_\_\_\_  
Board Secretary

DATE:

DATE: