

**EMPLOYMENT CONTRACT  
FOR THE SUPERINTENDENT AND THE  
BELLMAWR BOARD OF EDUCATION**

**THIS EMPLOYMENT CONTRACT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2014  
by and between the

**BELLMAWR BOARD OF EDUCATION**, with offices located at 256 Anderson  
Avenue, Bellmawr, New Jersey 08031, (hereinafter referred to as the **Board**) and

**ANNETTE CASTIGLIONE**, whose address is 210 Fourth Avenue, Haddon Heights,  
New Jersey 08035, (hereinafter referred to as the **Superintendent**).

**W I T N E S S E T H**

**WHEREAS**, as a result of the past and current performance of the Superintendent, the  
Board desires to provide the Superintendent with a new contract for Superintendent with terms  
and conditions consistent with the position of Superintendent; and

**WHEREAS**, the Board will make evaluations of the Superintendent's performance; and

**WHEREAS**, the Board desires to enter into an Employment Contract with the  
Superintendent to insure programs and projects are continued and completed and new ones  
initiated; and

**WHEREAS**, the Board desires to provide the Superintendent with a written employment  
Contract in order to enhance the administrative stability and continuity within the school district  
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 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 school district;

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

1. **TERM**

The Board, in consideration of the promises of the Superintendent herein contained, hereby employs, and the Superintendent hereby accepts employment as Chief School Administrator and/or Superintendent of Schools for a term commencing October 1, 2014, and ending June 30, 2018. In the event that either party to this agreement should want to negotiate any term or condition of this contract at any time, the moving party must notify the other party in writing. Any negotiated term and condition that is agreed to by both parties can be implemented at any time and for any period that is agreed to by the parties.

2. **SUPERINTENDENT CERTIFICATION AND RESPONSIBILITIES**

A. Certification: The Superintendent shall hold a valid and appropriate certificate to act as Superintendent of Schools in the State of New Jersey. It is the understanding by the Board, that the Superintendent holds the necessary Certificate as a Superintendent.

B. Duties: The Superintendent will have unit control and responsibility within the existing fiscal, legal and contractual limitation to organize and arrange the administrative and supervising staff including instruction and business affairs, which in the Superintendent's judgment best serve the district subject to approval of the Board. The Superintendent shall have the right to

legal assistance in carrying out the Superintendent's duties at the expense of the Board provided that the Superintendent has conformed to the Board's policies, rules, and regulations, and State law. The responsibility for selection, placement, transfer and dismissal of personnel, both instructional and non-instructional shall be vested in the Superintendent, subject to approval of the Board. The members of the Board, individual and collectively, will refer to the Superintendent any and all criticisms, complaints and suggestions concerning the operation and management of the school district called to their attention. The Superintendent has the right to attend all Board meetings, committee meetings of the Board, or any other function of the Board. When the Superintendent is the subject under consideration, the Superintendent's attendance at meetings of the Board will be in accordance with the Superintendent's rights and duties under New Jersey Statutes and Administrative Code. All duties assigned to the Superintendent by the Board should be appropriate to and consistent with the professional role and responsibility of the Superintendent, and shall be set by Board policy and in Job Description No. 1745 (attached hereto and incorporated herein by reference) which may be modified by mutual agreement from time to time, consistent with the intent set forth above.

C. Outside Activities: The Superintendent shall devote the Superintendent's time, attention and energy to the business of the school district. However, the Superintendent may serve as a consultant to other districts of educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities which are short term duration at the Superintendent's discretion. Such activities, which require the Superintendent to be absent from the school district for more than one full working day, shall be reported to the Board for approval. The Superintendent may, at the Superintendent's option and with the approval of the Board, continue to draw a salary, while engaged in outside activity as described above. In such cases,

honoraria paid to the Superintendent in connection with these activities shall be transferred to the Board.

### 3. **PROFESSIONAL GROWTH OF SUPERINTENDENT**

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

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

B. Conferences, seminars and courses offered by public or private educational institutions; and

C. Informational meetings with other persons whose particular skills of backgrounds would serve to improve the capacity of the Superintendent to perform the Superintendent's 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, which shall include but not be limited to American Association of School Administrators Conferences, New Jersey School Board Association Fall and Spring Conferences, and the Board shall pay all necessary travel, registration and subsistence expenses in accordance with *N.J.S.A. 18A: 11-12 and the NJ OMB Travel Circular*.

F. Any other professional development activities and/or conferences not listed hereinabove must have prior approval of the Board for the Superintendent to participate.

**4. COMPENSATION.** The Board shall pay the Superintendent the following salary as part of the Superintendent's compensation:

A. Salary: In each year of this Contract, the Board shall pay the Superintendent an annual salary of One hundred forty-five thousand dollars and no cents (\$145,000.00 ) commencing on October 1, 2014, through midnight June 30, 2018. These annual salary rates shall be paid in accordance with the schedule of salary payments as set forth by the Board of Education.

B. In the event the salary cap regulations expire or are amended, the parties agree to negotiate a salary increase; any such salary increase shall be reflected in an addendum to this contract and shall be subject to the approval of the Executive County Superintendent.

C. Merit Increases. The Superintendent may receive a merit bonus in addition to his/her annual base salary. The merit bonus will be based upon her achievement of quantitative merit criteria and/or qualitative merit criteria. The Board and Superintendent shall select three (3) quantitative merit criteria and two (2) qualitative merit criteria per contract year. The Executive County Superintendent shall approve or disapprove the 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 Superintendent shall receive a merit bonus in amount of 3.33% of her annual base salary for each quantitative merit criterion achieved, and/or a merit bonus in amount of 2.5% of annual base salary for each qualitative merit criterion achieved. The Board shall submit a resolution to the Executive County Superintendent certifying that the quantitative merit and/or qualitative merit criterion have been satisfied and shall await a confirmation of the satisfaction of that criterion from the Executive County Superintendent prior to payment of the merit bonus. The merit bonus shall be paid within thirty (30) days of the board's receipt of the approval from the Executive County Superintendent. The obligation of the board to

pay merit bonuses earned shall survive the termination of this contract.

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

E. Any adjustment in salary made during the life of this employment contract shall be in the form of an amendment and become part of this employment contract, but it shall not be deemed that the Board and the Superintendent have entered into a new employment contract, or that the termination date of the existing employment contract has been extended. During the term of this Employment Contract, including any extension thereof, the Superintendent shall not be reduced in compensation and/or benefits and any increases, if any, shall be subject to approval of the Executive County Superintendent.

## 5. **BENEFITS**

A. Health Benefits: The Superintendent shall be entitled to any and all benefits at the level of coverage (up to full family coverage) that the Board provides at the time for health coverage through its plans. Said health benefits to be provided the Superintendent shall include but not be limited to health, major medical, dental, prescription, vision, vacation and illness benefits and leaves. The Board shall be responsible to pay all premiums for the aforesaid insurance, except as required under forth in Chapter 78, *P.L.* 2011 (passed as Senate No. 2937) and implementing regulations as the same provide on the date of the execution of this agreement. Such limitation shall in no way link this Contract with any agreement collectively negotiated with district employees. The portion of the premium shall be paid by the Superintendent through payroll deduction.

B. Vacation/Holidays: The Superintendent shall be granted twenty (20) vacation days

annually, based on employment by the Board in the previous year. These days shall be available to the Superintendent on July 1 of each year of this contract. The Superintendent shall be able to carry over not more than twenty (20) vacation days in total to any subsequent year. Upon separation of service from the Board, Superintendent shall be paid for the balance of the aforementioned unused accumulated days plus any prorated days earned during the current fiscal year at the time of separation.

Unused accumulated vacation days shall be compensated upon separation from service at the rate of 1/260<sup>th</sup> of this current salary.

The Superintendent shall be entitled to take up to ten (10) consecutive vacation days at any time in the Superintendent's sole discretion. In the event that the Superintendent desires to take consecutive vacation days in excess of the aforesaid ten (10) days, the Superintendent shall be required to receive written approval of said days by either the President or the Vice President of the Board, prior to the use of said days.

The Superintendent shall be entitled to all recognized State holidays. The Superintendent shall not be required to work any days that school is closed during the regular school year.

C. Sick Leave: The Superintendent shall be allowed twelve (12) days sick leave and four (4) personal days annually. The unused portion of such leave, at the end of any year, shall be cumulative. As of the effective date of this contract, the Board agrees that the Superintendent has accumulated unused accumulated sick and personal days under her previous Employment Contract dated and signed April 16, 2007. In addition, as of July 1, 2009 the Superintendent had accumulated unused accumulated 28.5 sick and personal days. Upon retirement the superintendent shall be compensated for these unused accumulated days as of the rate of 1/240 of

her then current salary or the sum of \$15,000.00 whichever is higher.

D. Membership Fees: The Board shall pay 100% of the Superintendent's membership charges to the American Association of School Board Administrators, the New Jersey Association of School Administrators, and the Camden County Association of School Administrators. The Board expects that Superintendent will be a member of these associations and shall not renew any other association membership through this contract without Board consent. The Board shall consider the Superintendent's membership in other professional groups in which the Superintendent feels it necessary to maintain and improve the Superintendent's professional skills as permitted by State law and as specifically approved by the Board prior to any membership.

E. Expenses Allowances: The Board shall reimburse the Superintendent for out-of-pocket expenses incurred as a result of the Superintendent's performance of the Superintendent's duties under this employment contract.

F. Computer and Computer Related Equipment: The Board shall provide the Superintendent with a lap top computer, related equipment and school district smart phone at the Board's expense for the Superintendent to be utilized by the Superintendent at the Superintendents sole discretion for both school and incidental personal use both on and off school district premises.

G. Personal Days: The Superintendent shall be entitled to take four (4) paid personal days for absence for personal business which cannot be taken care of outside of normal business hours. Said four (4) personal days, if not used in the contract year when granted, shall not be cumulative; provided, however that unused personal days may be utilized in the contract year when granted or in any future contract year for illness in the event that all annual and accumulated sick days have been exhausted.

H. Bereavement Leave: The Superintendent shall be entitled to up to five (5) days

paid leave for the death of a spouse, mother, father, brother, sister, child or any person standing In loco parentis. The Superintendent shall be entitled to up to three (3) days paid leave for the death of mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

I. Jury Duty: In the event of the Superintendent's absence on jury duty, the Superintendent shall be entitled to receive her regular pay for said days, less any amounts received by her for jury service.

## **6. SEPARATION FROM SERVICE**

A. Vacation Days: Upon the Superintendent's retirement or resignation, the Board will pay all accumulated, unused vacation days at a per diem rate to be calculated by dividing the annual salary received at that time by two-hundred sixty (260) days except as provided above.

B. COBRA benefits: Upon the Superintendent's retirement or resignation, and pursuant to the Federal COBRA statute, the Superintendent shall be entitled to exercise the Superintendent's right to continue health, dental, prescription, vision, and/or any other such benefit provided by the Board at the Superintendent's expense.

C. Payment to Estate: If the Superintendent dies before his employment contract year is completed, payment for his unused, accumulated vacation shall be made to her estate.

## **7. PROFESSIONAL LIABILITY**

A. The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or in the Superintendent's official capacity as agent and/or employee of the Board, provided the incident arose while the Superintendent was acting within the scope of the Superintendent's employment; and, as such, liability coverage is within the authority of the Board to provide under state law.

B. If, in the good faith opinion of the Superintendent, conflict exists as to the regards of the defense to such claim between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage counsel in which event the Board shall indemnify the Superintendent for the costs of legal defense as permitted by state law.

C. The Board shall not, however, be required to pay any costs of legal proceedings, unless directed to do so by a court or administrative body, in the event that the Board and the Superintendent have adverse interest in such litigation.

## **8. ANNUITY PROGRAM**

The Superintendent is authorized to establish a tax-deferred annuity program through deductions from her annual salary payments in accordance with the same standards and conditions applicable to other professional staff members in the district.

## **9. EVALUATION**

The Board shall evaluate the performance of the Superintendent at least once a year in accordance with New Jersey Statutes and the New Jersey Administrative Code. Each evaluation shall be in writing, a copy shall be provided to the Superintendent and the Superintendent and the Board shall meet to discuss the findings. The evaluations shall be based upon the goals and objectives of the district, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent (attached hereto and incorporated herein by reference) and such other criteria as the State Board of Education shall by regulation prescribe. The evaluation format shall be developed and approved by the Board and the Superintendent on or prior to the execution of this contract. On or before July 1, of each year of this Employment Contract, the Board and the Superintendent shall meet in closed, executive session for the purpose of mutual evaluation of the performance of the Board and the Superintendent with a copy of its written evaluation of him,

which shall provide direction as to areas of performance in need of improvement. The Superintendent shall receive copies of any back-up materials 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, 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 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 June 1 of each year of this Employment Contract, 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 school year. In the event that both parties agree that a meeting for this matter is not necessary for any specified year, the evaluation format will remain unchanged from the current condition at that time.

#### **10. TERMINATION OF EMPLOYMENT CONTRACT**

The employment contract may be terminated by:

A. Mutual agreement of the parties.

B. Notification in writing to the Superintendent, at least one (1) year prior to the expiration of this employment contract, of the Board's intent not to renew this employment contract. The Board agrees that, in the event of a non-renewal, it shall not unilaterally relieve the Superintendent of her duties during the term of this employment contract.

C. Certificate Revoked. Pursuant to *N.J.S.A. 18A:17-15.1*, in the event that the Superintendent at any time during the term of this contract, should have his certificate revoked by the State of New Jersey, this contract shall become null and void.

D. The Superintendent may terminate this Employment Contract upon at least 90 calendar days written notice to the Board, filed with the Board Secretary, of his/her intention to resign.

#### **11. GOALS AND OBJECTIVES**

Within ninety (90) days of the execution of this Contract, the Superintendent and the Board shall meet to establish district goals and objective for the ensuing school year. Said goals and objectives shall be reduced to writing and be among the criteria by which the Superintendent is evaluated as herein provided. On or prior to August 30 of each succeeding school year the goals shall be established in the same manner and with the same effect as heretofore described.

#### **12. COMPLETE AGREEMENT**

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

#### **13. CONFLICTS**

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

#### **14. SAVINGS CLAUSE**

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

#### **15 IDENTIFICATION**

While on school grounds, the Superintendent shall be required to wear the official

identification badge required for all school district employees.

**WHEREAS**, a duly authorized officer of the Board has approved the terms and conditions of this employment contract; and,

**WHEREAS**, the Superintendent has approved the terms and conditions of this employment contract; and

**WHEREAS**, this Employment Contract has been approved by a vote of the Members of the **BELLMAWR BOARD OF EDUCATION** at its meeting of \_\_\_\_\_, 2014, and has been made a part of the minutes of that meeting.

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

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_

Annette Castiglione,  
Superintendent

Date: \_\_\_\_\_, 2014

Date: \_\_\_\_\_, 2014

Bellmawr Board of Education

By: \_\_\_\_\_  
\_\_\_\_\_, President

**Attest:**

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary

Date: \_\_\_\_\_, 2014

Date: \_\_\_\_\_, 2014

**CERTIFICATION**

**THE UNDERSIGNED HEREBY CERTIFIES** that, the form and legality of this employment contract has been approved by the Board legal counsel and that this Employment Contract has

been approved by a majority vote of the Members **BELLMWR BOARD OF EDUCATION** at its meeting of \_\_\_\_\_, 2014, and has been made a part of the minutes of the meeting.

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, SECRETARY