

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT is made and entered into by and between the SAYREVILLE BOARD OF EDUCATION, with offices located at Samsel Upper Elementary School, Ernston Road, Parlin, New Jersey 08859 (hereinafter referred to as the "Board") and DR. RICHARD R. LABBE, hereinafter referred to as the "Superintendent."

WITNESSETH

WHEREAS, the Board desires to provide the Superintendent with a written Employment Contract in order to enhance administrative stability and continuity within the Sayreville School District ("District"), and, thereby, to generally improve the quality of the overall educational program offered in the District; and

WHEREAS, the Board and the Superintendent 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;

NOW, THEREFORE, the Board and the Superintendent, for the consideration stated herein below, agree as follows:

1. TERM OF EMPLOYMENT

The Board, in consideration of the promises of the Superintendent herein contained, employs the Superintendent, and the Superintendent hereby accepts employment, as the Superintendent of Schools for the District for a term commencing July 1, 2023 and expiring at midnight on June 30, 2027. The word "year" and the term "school year" as hereinafter used shall mean the twelve-month period from July 1 through June 30.

2. CERTIFICATION AND RESPONSIBILITIES

A. Certification: The Superintendent shall hold a valid and appropriate certificate to act as the Superintendent of Schools in the State of New Jersey throughout the term of this Employment Contract. In the event that the certificate of the Superintendent is revoked this contract is null and void as of the date of the revocation.

B. Duties: The Superintendent 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 shall make recommendations for the consideration and action of the Board as to the placement, transfer and dismissal of instructional and non-instructional personnel. The Superintendent shall assume supervision over his assistants, all principals, his own staff and each other employee in the District.

The members of the Board, individually and collectively, will refer to the Superintendent any and all criticisms, complaints and suggestions concerning the operation and management of the District called to their attention.

The Superintendent shall have the right to legal assistance in carrying out his duties at the expense of the Board provided that he has conformed to the Board's policies, rules and regulations, and New Jersey law. The Superintendent shall attend all Board meetings and shall have the right to speak at all Board meetings and at all meetings of Board Committees.

In the case of meetings where the Board intends to discuss the Superintendent's performance or engage in negotiations with the Superintendent regarding his contract, the Superintendent's right to notice and to attend and be represented by counsel shall be governed by applicable New Jersey law.

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 bylaws. Duties assigned to the Superintendent may be modified by mutual agreement from time to time, consistent with the intent set forth above. Fulfillment of duties may take place in the District or remotely as determined necessary by the Superintendent. The Superintendent shall make every effort to be physically present in the School District for all events, meetings or other important functions that the Superintendent requires the physical presence of other staff members (ex: graduations, important student events, staff evaluations, school district emergencies, and other significant school district related activities).

The Superintendent's duties include, but are not limited to, all duties set forth in the Job Description for the position of Superintendent, all such duties established by statute and regulation, and the following duties:

- i. Formulation of policy, for approval by the Board, concerning educational programs, organizations, staff, budgets, and educational philosophy, and administration of the District within the framework of policies adopted by the Board.
- ii. Interpretation of the policies of the Board as they relate to District programs for administrative and school staff.
- iii. Recommendation of personnel in the District for appointments, assignments, transfers, leaves, salary guide increments, demotions or dismissals, in accordance with the policies of the Board.
- iv. Preparation, with the cooperation of the Secretary of the Board and others concerned, of a consolidated budget for the District for approval by the Board, and administration of the budget in accordance with approved Board policies.
- v. Recommendation for adoption of all textbooks and supplementary instructional materials after consultation with the administrative staff. The Superintendent shall be responsible for the selection of teaching equipment, supplies, texts, and related materials.
- vi. The authority to make exceptions to established Board policy, when necessary, which authority shall be exercised in a reasonable and prudent manner. The Superintendent must immediately submit to the Board a written report of any action he takes which constitutes an exception to Board policy.

vii. Acting as a consultant on all plans and specifications for the remodeling, adding to or revision of the District plant where pupil and/or teacher welfare is affected, but the Board may hire the necessary professionals to oversee and manage such work.

viii. Preparation of rules and regulations to interpret and implement the established policies of the Board. Such rules and regulations are to be germane to the policies established by the Board, and are to be communicated to the Board for discussion in accordance with Board Bylaw 9313.

ix. Maintenance of all kindergarten classes at a level consistent with the County Superintendent's policy for approval for State Aid. Any deviation from appropriate class size must be immediately reported to the Board for approval.

x. Submission of a recommended school calendar to the Board.

xi. Assuring that the District is represented at all Public Library meetings.

xii. Submission of a list of recommended health services personnel (e.g., doctor, dentist, optometrist, and other providers of like services).

xiii. Assuring that recommendations for student and athletic insurance are presented to the Board prior to the start of the District's athletic program and the school year.

xiv. Consulting with the staff relative to educational recommendations and decisions.

xv. Assisting in negotiations as directed by the Board.

xvi. Providing a proper educational atmosphere for the development and implementation of innovative educational programs.

C. Outside Activities: The Superintendent shall refrain from outside employment or activities that would impair his ability to manage the District. However, this provision shall not prohibit the Superintendent from undertaking in consultative work, speaking engagements, writing, lecturing, or other professional duties of a short-term duration at his discretion provided that none of the foregoing activities interfere with the regular performance of his duties as Superintendent; or otherwise conflict with the interests of the district. 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 may retain any honoraria paid. The Superintendent shall notify the Board President in the event he is going to be away from the district on district business for two (2) or more days in any week. Any time away from the district that is not for district business must be arranged in accordance with provisions in this Contract governing time off.

3. 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 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 to perform his professional responsibilities for the Board;
- D. Visits to other educational institutions and/or school districts; and
- E. Other activities promoting the professional growth of the Superintendent.

In its encouragement of the continued professional growth of the Superintendent, the Board shall permit release time each school year for the Superintendent to attend to such matters as noted in this Paragraph 3 and shall pay all reasonable and necessary travel, registration and sustenance expenses of the Superintendent in connection therewith subject to budgetary appropriation by and the prior approval of the Board for same. In addition to other conferences or meetings that the Board may permit the Superintendent to attend, the Superintendent shall be permitted to attend the NJ School Boards Association Annual Conference; the NJ Association of School Administrators Spring and Winter Conferences; the Annual Conferences of the American Association of School Administrators and the Association for Supervision Curriculum and Development.

4. COMPENSATION

The Board shall pay the Superintendent a prorated annual salary of Two Hundred Fifty-One Thousand Twenty-Four Dollars (\$251,024) during the 2023-24 school year. The Board shall pay the Superintendent an annual salary of Two Hundred Sixty Thousand Four Hundred Thirty-Eight Dollars (\$260,438) during the 2024-25 school year. The Board shall pay the Superintendent an annual salary of Two Hundred Seventy Thousand Two Hundred Five Dollars (\$270,205) during the 2025-26 school year. The Board shall pay the Superintendent an annual salary of Two Hundred Eighty Thousand Three Hundred Thirty-Eight Dollars (\$280,338) during the 2026-27 school year. Each annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees of the Board.

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

Pursuant to N.J.S.A. 18A:66-127, -128, and -129 the Superintendent may request that the Board direct a portion or percentage of his annual salary be used to purchase an annuity in a 403b and/or 457 custodial account. The Board shall not contribute to the Superintendent's annuity.

5. BENEFITS

The Board shall provide the Superintendent, as part of his compensation, with the following benefits:

- A. Vacation The Superintendent shall be granted twenty-three (23) vacation days

annually. Upon the termination of his employment with the Board, the Superintendent will be paid for unused vacation days at his per diem rate of pay, that is, at the rate of 1/260 of his final salary for each unused vacation day pursuant to N.J.S.A. 18A:30-9 and the regulations promulgated thereunder.

The Superintendent shall notify the Board of his intention to take any vacation days.

On an annual basis, up to five (5) unused vacation days may be carried over in the next school year. Thus, at no time will the Superintendent have any more than twenty-eight (28) vacation days in a given year.

B. Holidays. The Superintendent shall be entitled to all legal holidays and all other holidays as specified in the annual school calendar.

C. Sick Leave: The Superintendent shall be allowed twelve (12) sick days for each year of this Agreement. Sick leave shall otherwise be administered in accordance with N.J.S.A. 18A:30-1 et. seq. Unused sick days are payable to the Superintendent upon retirement pursuant to N.J.S.A. 18A:30-3.5 and the rules and regulations promulgated thereunder, which payment shall be calculated by dividing the Superintendent's then annual salary by 260 work days, capped at fifteen thousand (\$15,000.00) dollars.

D. Personal Days: The Superintendent shall be allowed three (3) personal days to be used at any time during the year earned. Unused personal days will be forfeited at the end of each school year and shall not be cumulative.

E. Bereavement Leave: An allowance of five (5) school days will be granted without deduction in pay in case of death of father, mother, sister, brother, husband, wife, son, daughter, father-in-law, mother-in-law, grandfather, grandchild, provided these days can be taken within seven (7) calendar days of the aforementioned death. An allowance of one (1) day will be granted without deduction in pay in case of death of stepfather, stepmother, brother-in-law, sister-in-law, and son/daughter-in-law.

F. Medical Benefits: Health insurance benefits, including medical, dental, and prescription benefits, shall be provided in accordance with the coverage made available to all certificated employees of the Board. The Superintendent will contribute the same monetary amount to his health insurance benefits as all certificated employees but shall not be bound to any contract language in any collective bargaining unit agreements, including but not limited to, any language requiring additional contributions for premium health insurance plans.

G. Disability Insurance: The Superintendent will be eligible to obtain a disability income policy that will provide a monthly income for life in an amount equal to at least sixty-six (66%) of his then current salary in the event he becomes disabled. However, the cost of this policy will be paid for by the Superintendent and not the Board.

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

I. Cellular Phone: The Board shall provide the Superintendent with a smart cellular phone. The Board shall pay the monthly cellular phone charges and business related calls incurred by the Superintendent for Board of Education business. Incidental personal use of the device by the Superintendent shall be permitted.

J. Computer and Printer at Home: The Board shall provide the Superintendent with a computer and printer for use at home to address the business of the Borough of Sayreville School District.

K. Cellular Tablet: The Board shall provide the Superintendent with a cellular tablet, such as an iPad. The Board shall pay the monthly cellular charges and business related use of it.

L. Business-Related Use of Personal Automobile: It is understood and agreed by the parties that the Superintendent's responsibilities as set forth in this Agreement will necessitate significant travel among the 8 school buildings in the district, as well as to various business-related functions and obligations. Accordingly, and as permitted by N.J.A.C. 6A:23A-3.1(e)(14), the Superintendent shall be reimbursed for mileage, according to the State of New Jersey rate, parking, and tolls.

6. PROFESSIONAL LIABILITY

A. To the extent permitted by law, 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 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 was acting within the scope of his 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, regarding the defense against any such demand, claim, suit, action or legal proceeding, between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage separate counsel, in which event the Board shall indemnify the Superintendent for the reasonable costs of legal defense as permitted by State law.

7. BOARD GOALS AND OBJECTIVES

By June 30 of each year during the term of this Employment 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 is evaluated, as hereinafter provided.

8. EVALUATION

The Board shall evaluate the performance of the Superintendent at least once a year. 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. Each evaluation shall be based upon the goals and objectives of the Board, the responsibilities of the Superintendent as set forth in

the job description for the position of Superintendent, in this Employment Contract and in such other criteria as the State Board of Education shall by regulation prescribe.

On or before July 1 of each year of this Employment Contract, the Board and the Superintendent shall meet in closed session for the purpose of mutual evaluation of the performance of the Board and the Superintendent. The Board shall supply the Superintendent 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 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.

9. TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated by:

- A. Mutual agreement of the parties.
- B. Unilateral termination by the Superintendent. The Superintendent may terminate this Employment Contract upon ninety (90) days written notice to the Board.
- C. The Board may not terminate this Employment Contract and dismiss or reduce the compensation of the Superintendent except as provided by N.J.S.A. 18A:17-20.2 (or the death of the Superintendent) as such statute may be amended from time to time.

10. PERSONNEL FILE

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'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, or by a lawful order of a court of competent jurisdiction, or pursuant to a rule of a court of competent jurisdiction.

The Superintendent shall have the right, upon request of the Board President, 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.

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 the agreement with the contents thereof. The Superintendent shall also have the right to submit a written answer to such material.

11. 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.

12. 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 State or Federal law, then, unless otherwise prohibited by law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of this Employment Contract.

13. SAVINGS CLAUSE

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

IN WITNESS WHEREOF, they set their hands and seals to this Employment Contract as set forth below:

SUPERINTENDENT OF SCHOOLS

DR. RICHARD R. LABBE

Date

SAYREVILLE BOARD
OF EDUCATION

Attest:

LUCILLE BLOOM
Board President

ERIN HILL
Business Administrator/
Board Secretary

Date

Date