

CONTRACT OF EMPLOYMENT

This Contract of Employment (hereinafter the “Contract”), is made as of December 1, 2023, between THE BOARD OF EDUCATION OF THE SWEDESBORO-WOOLWICH SCHOOL DISTRICT, IN GLOUCESTER COUNTY (hereinafter “the Board”), with offices located at 15 Fredrick Boulevard, Woolwich, NJ 08085, and DR. KRISTIN KELLOGG (hereinafter “the Superintendent”; the Board and the Superintendent collectively, the “Parties”).

PREAMBLE

WITNESSETH

WHEREAS, the Board desires to employ the Superintendent as the Chief School Administrator of Schools of the Swedesboro-Woolwich School District, and the Superintendent has agreed to provide said services; and

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 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; and,

WHEREAS, pursuant to N.J.A.C. 6A:23A-3.1, the Board has submitted this Contract of Employment to the Executive Superintendent of Gloucester County for approval.

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

**ARTICLE I
EMPLOYMENT AND TERM**

The Board hereby agrees to employ the Superintendent as Superintendent of Schools / Chief School Administrator for the period of December 1, 2023 through the close of business on June 30, 2027. The parties acknowledge that this Contract must be approved by the Gloucester 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(s) and school administrator endorsement(s). 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 that will be maintained in the personnel file.

**ARTICLE III
DUTIES**

The Superintendent shall have general supervision over the schools and all attendant powers and duties as set forth by law. The Superintendent shall:

A. Faithfully perform 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, (attached as Exhibit "A").

B. 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. The Board hereby acknowledges and agrees that the Superintendent may continue with her teaching responsibilities and/or field-work at the college/university level, and some infrequent other outside professional development/consulting work, as long as the daily operations of running the school district are not impacted. The Superintendent shall notify the Board President in the event she 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. The Board recognizes that the demands of the Superintendent's position require her to work long and irregular hours, and occasionally may require that she attend district business outside of the district.

C. Assume the responsibilities for the selection, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board, and subject to applicable Board policies and directives. The Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with N.J.S.A. 18A:27-4.1.

D. 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. Study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, shall refer to her. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out her duties.

F. 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. 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 her that her employment will be discussed in closed session, and the Superintendent had not requested 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. In the event that the Superintendent is served with a *Rice* notice, and she chooses to have the ensuing discussion in executive session, at a minimum, she shall be permitted to address the Board in closed session and bring a representative of her choosing.

H. Suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well-being of the school district.

I. 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. 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.

J. The Board shall not substantially increase the duties of the Superintendent by assigning her the duties or responsibilities of another position or title unless the parties agree upon additional compensation commensurate with such increase in duties, the additional compensation shall be reflected in an addendum to this Employment Agreement, and such

addendum shall be approved by the Executive County Superintendent.

The Board acknowledges that the administration and the day-to-day operation of the district falls within the legislatively designated authority of the Superintendent. The Board further acknowledges that the Board's legislatively designated role is to ensure that administrative authority is exercised consistently with the laws of the state as well as the duly adopted policies of the Board such that no exercise of administrative authority can be fairly characterized as arbitrary, capricious, or unreasonable.

ARTICLE IV SALARY AND BENEFITS

Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment and shall 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 (salary must be in accordance with N.J.A.C. 6A:23A-1.2).

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

1. Initial Salary. The Board shall pay the Superintendent an annual salary of One-Hundred Sixty Thousand Dollars (\$160,000.00) for the remainder of the 2023-2024 contract year. This annual salary rate shall be prorated and paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

2. Yearly Increase. The Board agrees to a minimum 1% salary increase for the 2024-2025 school year and a minimum 2% salary increase for the 2025-2026 and 2026-2027 school years, subject to approval of the Gloucester County Executive County Superintendent. On an annual basis, an additional salary increase for the following year will be determined by the Board in conjunction with the Superintendent's annual evaluation.

3. Salary Reduction. The Superintendent's salary shall not be reduced during the term of this Contract, except in accordance with N.J.S.A. 18A:17-20.2.

4. Salary During Extension. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight June 30, 2027 (the final day of this Contract) unless the parties have agreed to a contract extension and that extension has been approved by the Gloucester County Executive County Superintendent. Any renewal, extension, or modification of this Contract shall comply with the notice provisions of P.L.2007, c. 53, *The School District Accountability Act and N.J.A.C. 6A:23A-3.1, et seq.*

B. Leaves.

1. Sick Leave.

a. The Superintendent shall receive fifteen (15) sick or family illness days annually. Such sick leave allowance is cumulative with continuous employment with the school district from year to year in accordance with N.J.S.A. 18A:30-7.

b. Supplemental compensation from accrued but unused sick leave shall not exceed \$15,000. Such compensation shall be payable only at the time of retirement from a state or locally administered retirement system, and shall be based on accrued but unused sick leave credited on the date of retirement. Accumulated unused sick leave compensation shall not be paid to the Superintendent's estate or beneficiaries in the event of death prior to retirement.

c. The Superintendent shall continue to carry 30 sick days that can be used in the event of catastrophic illness. This 30- day reserve shall not be eligible for compensation upon retirement.

d. Upon retirement and in accordance with the rules and regulations of the Teachers' Pension and Annuity Fund, and N.J.S.A. 18A:30-3.5, the Board shall provide

compensation for accumulated sick leave days at 50% of the Superintendent's per diem rate (annual salary divided by 260 days = amount per day), up to a maximum payment of \$15,000.

e. All time granted under this Article shall run concurrent to any qualifying leaves granted under the New Jersey Family Leave Act or the Federal Family Medical Leave Act. Sick leave is defined as absence from work because of their own or an immediate family member's illness, injury or contagious disease, as well as an absence to attend school-related conferences, meetings, functions, or other events for their child, as stated in N.J.S.A. 18A:30-1.

2. Vacation Leave.

a. The Superintendent shall be entitled to an annual vacation of twenty (20) working days per year, prorated. All of the vacation days shall be available for the Superintendent's use on July 1 of each year of the Contract, or in the case of the first year of the contract, on December 1. The Superintendent is encouraged to use at least two (2) weeks of vacation during periods when school is not in session.

b. The Superintendent shall take her vacation time after giving the Board President reasonable notice. When the school is closed, this does constitute time off for the Superintendent, without using her leave time. The Superintendent may take vacation days during the school year, upon notice to the Board President. 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.

c. The Board encourages the Superintendent to take her full vacation allotment each year; however, not more than 10 vacation days may be carried over by the

Superintendent from year to year. All days carried over must be used in the next year, or those days not taken will be forfeited.

d. In the event that the Superintendent's Contract is terminated prior to its expiration, unused vacation time shall be paid on a prorated basis. Upon separation from service, earned but unused vacation time will be paid to the Superintendent at the Superintendent's daily rate of pay, based upon a 260-day work year, following her last day of employment. Such payment shall be made no later than thirty (30) days following the Superintendent's termination of employment. If the Superintendent dies, the value of his unused, prorated vacation days will be paid to her estate.

e. Vacation leave not taken in a given year because of duties directly related to a state of emergency declared by the Governor may accumulate at the discretion of the board until, pursuant to a plan established by the Board and the Superintendent, the leave is used or the Superintendent is compensated for that leave.

3. Holidays. The Superintendent shall be entitled to all holidays granted to other administrators in the district.

4. Personal Leave. 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 in the district's attendance management tracking system and filed with the Board Secretary. Unused personal days will be converted to sick days at the end of the school year in accordance with N.J.S.A. 18A: 30-7, so long as the total number of sick days carried over in any year does not exceed 15 days.

5. Bereavement Leave. The Superintendent shall be entitled to five (5) bereavement days per occurrence for the death of a relative (as that term is defined in N.J.A.C. 6A:23A-1.2). Such days shall be non-cumulative.

C. Professional Membership. The Superintendent shall be entitled to membership, at the Board's expense, for professional dues in the following professional associations: NJASA, AASA, and the Gloucester County Administrators Association and/or other organizations deemed important by the Superintendent and approved by the Board. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at local and regional professional conferences as per Board of Education policy and similar expenses which she 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/NJASA/NJASBO Workshops and Conventions, the annual conference of the NJASA/NJSBA, and TECHSPO. In addition, in light of her responsibilities as the Superintendent, upon pre-approval by the Board, the Board shall pay and/or reimburse the Superintendent up to Three Thousand Dollars (\$3,000.00) dollars per school year to attend a national conference, international conference, or graduate class. Any graduate coursework must culminate in a graduate degree conferred by a duly accredited institution of higher education in accordance with N.J.A.C. 6A:23A-3.1 (e)(15). The Board shall pay for all state-mandated continuing education. 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.

D. School Administrators Residency Program (SARP) and Mentor Fees. In addition to the professional development opportunities contained herein, the Superintendent shall attend the SARP and the Board shall grant her professional release time to attend the same. The Board shall pay for the Superintendent's fees for registration and participation in this program. The Board shall also reimburse her for mentor fees paid by her. In the event that the Superintendent voluntarily terminates her contract prior to June 30, 2027, the Superintendent will be responsible for reimbursing the Board for mentor fees paid by the Board. In such cases, the following schedule will apply: a) voluntary termination on or before June 30, 2025 will require reimbursement of all mentor fees paid by the Board; b) voluntary termination occurring from July 1, 2025 through June 30, 2026 will require reimbursement of two-thirds of all mentor fees paid by the Board; c) voluntary termination occurring from July 1, 2026 and *prior* to the contractual end-date of June 30, 2027 will require reimbursement of one-third of all mentor fees paid by the Board; d) the Superintendent will not be responsible for reimbursing mentor fees paid by the Board in the event that she does not voluntarily terminate this contract prior to June 30, 2027.

E. The Superintendent may subscribe, at the Board's expense, 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. The Superintendent shall pay the premium costs for all such coverages set forth in Chapter 44, P.L. 2020, and implementing regulations. Such limitation shall in no way link this contract with any agreement collectively negotiated with district employees. The premium shall be paid by the Superintendent through payroll deduction.

2. The Board will provide a Flexible Medical Spending account funded by the Superintendent by pre-tax dollars consistent with its practice regarding other twelve (12) month administrative staff.

3. Pursuant to existing Board policies and practices, 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, and in accordance with procedures established by the Board. The Superintendent will be paid the lesser of twenty-five percent (25%) or Five Thousand Dollars (\$5,000.00) of the cost of said coverage for waiving such coverage.

4. The Board will provide the cost of a Long-Term Disability plan for the Superintendent. This benefit shall neither supplement or duplicate other benefits that are otherwise available to the employee by operation of law or existing group plan [N.J.A.C. 6A:23A-3.1(e)(6)], nor reimburse or pay for employee contributions that are either required by law or by a contract in effect in the district with other employees pursuant to N.J.A.C. 6A:23A-3.1(e)(4).

G. Mileage Reimbursement. The Superintendent shall be reimbursed for actual mileage when using her personal vehicle for Board business as annually established by the Annual Appropriations Act or the New Jersey Office of Management and Budget.

H. Cell Phone and Laptop. The Superintendent will be reimbursed for cell phone use in the amount of \$80.00 per month. The District will also provide the Superintendent with a laptop – both allowing for incidental personal use.

ARTICLE V ANNUAL EVALUATION

A. The Board shall evaluate the performance of the Superintendent at least once a year, on or before June 30, in accordance with statutes, regulations and Board policy relating to

Superintendent evaluation. Each annual evaluation shall be in writing and shall represent a majority of the Board. 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 and the Superintendent, the goals and objectives of the district, which shall include 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 the State Board of Education shall by regulation prescribe.

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. The Superintendent shall be entitled to copies of all back-up materials utilized in the process. Within 60 days of the commencement of employment in the first year, and/or before June 1 of each subsequent 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.

B. 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 before July 31st of each year of this Employment Contract, the Superintendent and the Board shall meet to establish the district's goals and objectives for the next succeeding school year, and to mutually determine the evaluation format to be used in the subsequent school year.

C. The parties also agree that the Board shall not hold any discussions regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance and is given the opportunity to address the Board in closed session with a representative. 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 Meetings Act.

ARTICLE VI RIGHTS & REMEDIES

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) mutual agreement of the parties;
- (3) notification in writing by the Board to the Superintendent, on or before January 1, 2027, of the Board's intent not to renew this Contract; or
- (4) material misrepresentation of employment history, educational and professional credentials, and criminal background.

B. The Superintendent may terminate this Employment Contract upon at least one-hundred twenty (120) calendar days written notice to the Board, filed with the Board Secretary, of her intention to resign.

C. In the event that the Board elects to terminate this Contract prior to its expiration date and to remove the Superintendent from the actual performance of her duties, any such early termination and payments to the Superintendent in connection with same must comply with the provisions of *P.L. 2007, c. 53, The School District Accountability Act*.

ARTICLE VII RENEWAL - NONRENEWAL

This Employment Contract shall automatically renew for a term of four (4) calendar years, expiring July 1, 2031, unless either of the following occurs:

A. The Board by contract reappoints the Superintendent for a different term allowable by law;

B. The Board notifies the Superintendent in writing, on or before, January 1, 2027, that she will not be reappointed at the end of the current term, in which case her employment shall cease upon the expiration of this Contract; or

C. In accordance with such laws and regulation that would require nullification of this Contract.

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. Modifications/changes must have approval of the Executive County Superintendent prior to Board of Education Approval.

**ARTICLE IX
RELEASE OF PERSONNEL INFORMATION
PERSONNEL RECORDS**

The Superintendent shall have the right, upon request, to review the contents of her personnel file and to receive copies at Board expense of any documents contained therein. She shall be entitled to have a representative accompany her during such review.

No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in his personnel file unless she has had an opportunity to review the material. The Superintendent shall acknowledge that she has had the opportunity to review such material by affixing her 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 material.

**ARTICLE X
PROFESSIONAL LIABILITY**

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 her individual capacity or in her 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 her employment. 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 her, and the position of the Board in relation thereto, the Superintendent may engage her own legal counsel, in which event the Board shall indemnify the Superintendent for the costs of her legal defense. The Superintendent acknowledges and agrees that the Board's financial obligation to provide such indemnification for hourly fees for legal costs shall not exceed the hourly rate charged by the Board's then

Solicitor. The Board further agrees to cover the Superintendent under the Board's liability insurance policies, including employment practices liability coverage, in the minimum amount of Two Million Dollars (\$2,000,000.00).

**ARTICLE XI
MISCELLANEOUS PROVISIONS**

A. Savings 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 Employment Contract is not affected by such a ruling and shall remain in full force.

B. Governing Law. This Agreement shall be construed and interpreted in accordance with the provisions of the Laws of the State of New Jersey.

C. 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 state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the contract.

D. Complete Agreement. This Employment Contract embodies the entire agreement between the parties hereto and contains all understandings regarding the terms and conditions of employment for the Superintendent. This Agreement may not be modified or amended except by mutual agreement of the parties incorporated in a written Agreement signed by both parties.

WHEREAS, 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 the Executive County

Superintendent of Schools for the County of Gloucester in accordance with prevailing law and by a vote of the majority of the members of the Swedesboro-Woolwich Board of Education at its meeting of November 15, 2023 and has been made a part of the minutes of that meeting.

[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto do set their hands and seals, either individually or by their authorized officers, to this Employment contract, effective on the day and year first above written.

**FOR THE BOARD OF EDUCATION OF
THE SWEDESBORO-WOOLWICH
SCHOOL DISTRICT**

By: 

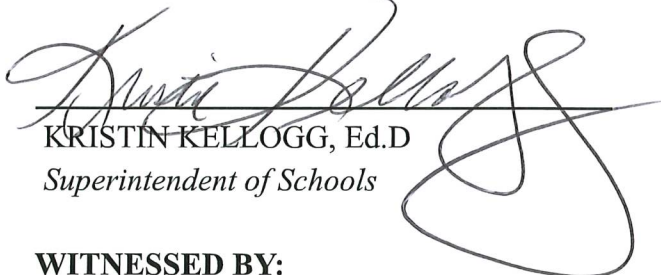
GINA AZZARI
President

WITNESSED BY:

By: 

ROBERT MILES
SBA / Board Secretary

FOR THE SUPERINTENDENT



KRISTIN KELLOGG, Ed.D
Superintendent of Schools

WITNESSED BY:



Walter Koppeler

Exhibit A
SWEDESBORO-WOOLWICH SCHOOL DISTRICT
Job Description for the Superintendent of Schools

Position Title: Superintendent / Chief School Administrator

Qualifications:

1. Valid New Jersey School Administrator Certificate or eligibility
2. Central office, school administration and teaching
3. Demonstrated success with curriculum, personnel management, school finance and strategic planning
4. Strong leadership and communication skills
5. Required criminal history background check and proof of U.S. citizenship or legal resident alien status

Reports To: Board of Education

Supervises: Every district employee

Job Goal: To inspire, lead, guide, and direct every member of the administrative, instructional, and support services staff in setting and achieving the highest standard of excellence, so that each student enrolled in the district may be provided with an appropriate and effective education.

Scope of Responsibility: Leadership and management responsibilities of the superintendent shall extend to all activities of the district, to all phases of the educational program, to all aspects of the financial operation, to all parts of the physical plant, and to the conduct of such other duties as may be assigned by the board. The superintendent may delegate these duties together with appropriate authority, but may not delegate nor relinquish ultimate responsibility for results or any portion of accountability.

Performance Responsibilities:

A. Instructional Leadership:

1. Ensures that a system of thorough and efficient education, as defined in state law and code is available to all students.
2. Ensures that the goals of the school system are reflected in its educational program and operations.
3. Provides for the timely completion of annual district and school-level reporting and planning requirements including school report cards, pupil performance objectives, and a quality assurance report to the public.
4. Reviews with staff all curriculum guides and courses of study annually in accordance with a

board adopted evaluation schedule. Recommends, for board adoption, curricula, courses, textbooks and time schedules.

5. Ensures implementation and evaluation of all board-approved written curriculum for all subjects and inclusion of mandated programs and state core curriculum content standards.

6. Provides for curriculum articulation among grades and schools in the district and between/among constituent districts in a regional school system or sending-receiving agreement.

7. Encourages staff to develop programs, services and projects that reflect instructional diversity alternatives and flexibility, while assuring an articulated, consistent education for all students.

8. Ensures the effectiveness of the instructional program by measuring student achievement against state and local standards. Initiates program changes as necessary.

9. Develops guidelines and direction for monitoring the effectiveness of existing and new programs.

10. Seeks out available sources for grant funding to support programs and projects.

11. Keeps professionally current and informed on research-based educational practices.

B. Personnel Administration:

1. Mentors staff and demands high performance. Implements sound personnel practices.

2. Directs and supervises the administrative staff and through them all district staff.

3. Develops recruitment and retention procedures to assure well-qualified applicants for professional and nonprofessional positions. Participates in final candidate interviews, as appropriate, and recommends appointment, transfer, renewal and dismissal of all certified and noncertified staff to the board.

4. Ensures that all staff is observed and evaluated annually in accordance with law and established procedures. Recommends certified and noncertified employees for contract renewal and/or tenure appointment.

5. Provides direction and serves as a resource for management representatives in negotiating with employee bargaining units. Supervises administration of collective bargaining agreements.

6. Recommends and implements the district's professional development plan.

7. Ensures that all teaching staff members fulfill continuing professional development and receive in-service training required by state/federal laws. Assumes responsibility for the maintenance of appropriate documentation in a central file and timely submission of all required reports.

C. Financial Management:

1. Ensures that the budget implements the district's goals.
2. Ensures implementation of board financial policies and district procedures. Provides direction to and supervision of school business functions. Encourages development and implementation of sound business practices.
3. Initiates and supervises development of the annual budget, providing opportunity for staff input. Recommends budget and budget priorities for board approval and communicates the educational and monetary impact of the budget to the community.
4. Ensures that the district develops and implements a multi-year (3-5 years) comprehensive maintenance plan.
5. Oversees school facility management to provide safe, efficient and attractive buildings, with strong emphasis on preventative maintenance and custodial care. Ensures annual inspections of each school building for adherence to health and safety codes.
6. Continually assesses business management practices to achieve efficiency.
7. Ensures funds are spent prudently by providing adequate control and accounting of the district's financial and physical resources.

D. Student Services:

1. Ensures that a system of free appropriate special education and/or related services is available to all pupils with educational disabilities.
2. Develops and oversees the delivery of the district's intervention and referral services for pupils who are experiencing difficulties in their classes and who have not been classified as in need of special education.
3. Develops, in consultation with the school physician, a plan for the provision of school nursing services to be adopted by the board.
4. Confers annually with the administrator of each nonpublic school located in the district to plan for nursing services that which may be made available pursuant to law and submits an annual written report to the county superintendent.
5. Develops and implements policies and procedures related to missing children and the reporting of allegations of child abuse and neglect.
6. Implements a board-approved program of guidance and counseling services.
7. Ensures access to public education for homeless students in accordance with state and federal law and administrative code.

E. School/Community Relations:

1. Promotes community support of the schools. Interprets district programs and services, reports

plans, events and activities of interest, and solicits community opinions regarding school and education issues.

2. Presents the district's quality assurance report annually to the community at a regular board of education meeting by October 30 and submits a copy to the county superintendent by November.

3. Identifies available community resources and linkages to social service agencies that support education and healthy child development.

4. Develops strategies to promote parental involvement in their children's education and provides opportunities for parent-teacher interaction.

5. Maintains contact and good relations with local media.

6. Ensures that district interests will be represented in meetings and activities of municipal and other governmental agencies.

7. Represents the school system and its interests in community organizations, activities and projects.

F. Superintendent-Board Responsibilities:

1. Provides leadership in the implementation of the district's vision, mission, and goals.

2. Prepares and recommends short- and long-range plans for board approval and implements those plans when approved.

3. Attends all regular and special meetings of the board, and participates in a professional leadership role. Designates an administrative staff member to serve in his/her absence, when appropriate.

4. Knows board policy and respects the policymaking authority and responsibility of the board.

5. Recommends drafts of new policies or changes to the board. Establishes guidelines and processes for monitoring implementation of board policies.

6. Collects adequate and reliable information before making recommendations and decisions.

7. Prepares, in conjunction with the board president, agenda recommendations relative to all matters requiring board action, including all facts, information, options and reports needed to assure informed decisions. Provides advice and counsel to the board on matters before it.

8. Provides a communication system to keep the board informed of district issues and critical information needed for decision-making.

9. Anticipates potential problems. Recommends policies or courses of staff action.

10. Keeps the board informed regarding development in other districts or at state and national levels that would be helpful to the district.

11. Ensures that all local, state/federal standards for the health and safety of students and staff are

maintained and that required reports are maintained.

12. Fulfills all statutory obligations and implements the education law of the State of New Jersey and the administrative code of the New Jersey Department of Education.

13. Advises the board of its responsibilities under the School Code of Ethics Act. Ensures the adoption of policies and procedures regarding required training for board members and the annual distribution, public discussion, and documentation of the Act and the Code of Ethics for School Board Members.

TERMS OF EMPLOYMENT: Appointed for a period of 3-5 years. Serves in accordance with the terms of the contract between the board and the superintendent. Salary to be determined by the board and approved by the county superintendent office.

EVALUATION: Performance of this job will be evaluated annually in accordance with provisions of state law, administrative code, and the board's policy on evaluation of the superintendent.