

CONTRACT OF EMPLOYMENT

This Agreement, made this 19th day of June 2024, between the SPRINGFIELD TOWNSHIP BOARD OF EDUCATION in Burlington County (hereinafter “the Board”) with offices located at 2146 Jacksonville-Jobstown Road, Jobstown, New Jersey 08041 and Joseph Craig Vaughn II (hereinafter “the Superintendent”)

PREAMBLE

WITNESSETH

THIS EMPLOYMENT CONTRACT replaces and supersedes all prior Employment Contracts between the parties hereto. Signature of this Contract constitutes assent to a rescission of any and all prior contracts, as well as agreement to the terms herein;

WHEREAS, the Board desires to employ the Superintendent as the Chief Education Officer of the school district; 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*;

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

ARTICLE I

EMPLOYMENT

The Board hereby agrees to employ Joseph Vaughn as Superintendent of Schools for the period of July 1, 2024 through 11:59 p.m. June 30, 2029. The parties acknowledge that this Contract must be approved by the Burlington County Executive County Superintendent in accordance with applicable law and regulation.

ARTICLE II

CERTIFICATION

The parties acknowledge that the Superintendent possesses the appropriate New Jersey administrative certification and school administrator endorsement, which certificate and endorsement is required in order for him to serve as Superintendent.

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 post-secondary degrees to the Board of Education. These transcripts will be kept on file in the Board office and available for review by Board of Education members upon request.

ARTICLE III

DUTIES

In consideration of the employment, salary and fringe benefits established hereby, the Superintendent hereby agrees to the following:

A. To perform faithfully the duties of Superintendent of Schools for the Board and to serve as the chief school administrator in accordance with the laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, the job description for the position of superintendent and any modifications to same adopted by the Board, existing Board policies and those which are adopted by the Board in the future. The current 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. To devote the Superintendent's full time, skills, labor, and attention to this employment during the term of this Contract; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without written permission of the Board. Should the Superintendent choose to engage in such outside activities on weekends, on his vacation time, or at other times when he is not required to be present in the district, he shall retain any honoraria paid. All rights in intellectual property created under this Employment Contract shall be owned by and remain the property of the Board so long as such were created for the Board in connection with this Employment Contract (collectively, the "Deliverables"). No rights to any such Deliverables, including any rights relating to the confidentiality thereof, are reserved with the Superintendent and all Deliverables that are copyrightable subject matter produced by the Superintendent hereunder shall be deemed "works made for hire" under the United States copyright laws. At the Board's request and expense, the Superintendent shall: (i) execute any documents necessary to perfect the Board's right, title and interest in and to all intellectual property rights in the Deliverables, including patents, copyrights and trade secrets; (ii) do all acts as the Board may reasonably request to enable the Board to obtain patent, copyright or other protection for the Deliverables in the United States or any foreign country or

jurisdiction; and (iii) otherwise assist the Board in perfecting its ownership of the Deliverables and the intellectual property rights therein. The provisions of this paragraph shall survive termination of this Employment Contract.

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. The Board recognizes that the demands of the Superintendent's position require him to work long and irregular hours, and occasionally may require that he attend to district business outside of the district.

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

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

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

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

G. To have a seat on the Board and have the right to speak (but not vote) on all issues before the Board in accordance with Board policy and applicable law. The Superintendent shall attend all regular and special meetings of the Board, (except where a *Rice* notice has been served

upon the Superintendent notifying him that his 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.

H. To 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. In the event that the Superintendent is served with a *Rice* notice and chooses to have the discussion in a closed session, at a minimum, he shall have the opportunity to address the Board and to have a representative of his choice present.

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

ARTICLE IV

COMPENSATION AND BENEFITS

A. Any adjustment in base 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.

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

- a. For the 2024-2025 school year, the Board shall pay the Superintendent the sum of One Hundred Forty-Eight Thousand Five Hundred Dollars and No Cents (\$148,500).
- b. For the 2025-2026 school year, the Board shall pay the Superintendent the sum of One Hundred Fifty-One Thousand Four Hundred Seventy Dollars and No Cents (\$151,470).
- c. For the 2026-2027 school year, the Board shall pay the Superintendent the sum of One Hundred Fifty-Four Thousand Five Hundred Dollars and No Cents (\$154,500).
- d. For the 2027-2028 school year, the Board shall pay the Superintendent the sum of One Hundred Fifty-Seven Thousand Five Hundred Ninety Dollars and No Cents (\$157,590).
- e. For the 2028-2029 school year, the Board shall pay the Superintendent the sum of One Hundred Sixty Thousand Seven Hundred Forty Dollars and No Cents (\$160,740)
- f. The annual salary rates shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

2. Administrative Increment

- a. As set forth in N.J.A.C 6A:23A-3.1(e)2, the Superintendent is entitled to an “additional administrative position salary increment” which is currently set at

\$5,000 annually. Payment shall be equally distributed across the regular base salary period. In the event the position is no longer fulfilled by the Superintendent, payments of the Administrative Increment shall cease.

4. Base Salary Increase. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight July 1, 2029 (the final day of this Contract) unless the parties have agreed to a contract extension and that extension has been approved by the Burlington County Executive County Superintendent. The terms of the extension will govern all increases to take effect after July 1, 2029. 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.*

5. No Reduction in Salary/Compensation. During the term of this Employment Contract, including any extension hereof, the Superintendent shall not be reduced in Base Salary and/or benefits except as otherwise provided by law. This shall not apply to Administrative Increment.

B. Sick leave. The Superintendent shall receive 10 sick days and 2 family sick days annually. Family sick days are limited to sickness of spouse and children. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. Upon retirement from the school district and notice to the Board, 100 days of unused sick days will be reimbursed, at the rate of \$150.00 per day ($1/260 \times$ annual salary), with a minimum 15 years continuous service in the district. Reimbursement for sick days shall be consistent with the law in effect at the time this Contract is signed. Such payment shall not exceed the greater of 100 days and/or \$15,000.00

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 Burlington County Administrators Association and/or other organizations deemed important by the Superintendent and the Board. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences up to \$3,000.00, and similar expenses which he may incur while discharging the duties of Superintendent in accordance with *P.L. 2007, c.*

53, *The School District Accountability Act* and affiliated regulations. (N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7, *et seq.*). Such reimbursement shall comply with all applicable provisions of state and federal statutory and regulatory provisions and guidance, and with board policy. The Superintendent shall be entitled to attend the annual NJSBA/NJASA/NJASBO Workshop and Convention and the annual conference of the NJASA. 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 which amount shall not exceed \$3,000.00

D. Professional Development and Publications. Participation by the Superintendent in non-degree leading professional training in areas judged by the Board to be of benefit to the District, subject to prior approval by the Board is eligible for reimbursement upon successful completion and within the limit set in the annual budget adopted by the Board. The Superintendent may subscribe to appropriate educational and/or professional publications within limit set in the annual budget adopted by the Board.

E. Health Benefits:

1. The Board shall provide the Superintendent with individual or family health benefits, dental and prescription coverage. The Superintendent shall contribute toward the cost of health insurance premiums in accordance with N.J.A.C. 6A:23A-3.1(e)(5). In no case shall the Superintendent pay less than the minimum of the base salary in accordance with N.J.S.A. 18A:16-17 (P.L. 1979. c. 391), and N.J.S.A. 18A:16-13.2 (P.L. 2020, c.44). The Superintendent shall pay through payroll deductions contributions toward the cost of health insurance premiums depending upon the particular plan in which the Superintendent has enrolled, at a rate set forth in N.J.S.A. 52:14-17.46.16 (P.L. 2020, c.44).

2. The Superintendent may waive coverage in any of the health benefits plans if covered through a spouse, civil union, or domestic partner's health plan, 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 of the cost of said coverage for waiving such coverage or, a rate that is consistent with what is paid to other professional staff in the school district, whichever is less.

F. Vacation Leave. The Superintendent shall be entitled to an annual vacation of 20 working days per year. All the vacation days shall be available for the Superintendent's use on July 1st of each year of the Contract. The Superintendent shall take his vacation time after giving the Board President reasonable notice. School vacations do constitute time off for the Superintendent. 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.

1. The Board encourages the Superintendent to take his 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.

2. Upon separation from employment, the Superintendent shall be paid for all unused current year vacation time, on a pro-rated basis of 1.67 days accrued per month at the Superintendent's daily rate of pay, based upon a 260-day work year, following his last day of employment. Said payment shall be made within thirty (30) days of the date of the Superintendent's date of separation,

3. In the event of the Superintendent's death, all earned but unused vacation time shall be payable to the Superintendent's estate at the Superintendent's daily rate of pay, based upon a 260-day work year.

G. Holiday Leave. The Superintendent shall be entitled to all holidays granted to other administrators in the district.

H. Personal Leave. The Superintendent shall be entitled to up to 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 notice to the Board President. As much advance notice as possible of the request to take personal time will be given. Personal day usage shall be reflected on time-off slips filed with the Board Secretary. Personal days are non-cumulative and non-reimbursable.

I. Mileage Reimbursement. The Superintendent shall be reimbursed for actual mileage when using his personal vehicle for Board business as annually established by the Annual Appropriations Act or the New Jersey Office of Management and Budget. Reimbursement for the use of a personal vehicle shall be tendered only upon proof of compliance with applicable regulations.

J. Attendance Record. The Superintendent shall be responsible for filing a time-off slip, in advance of the time off, as set forth herein, or immediately upon his return to the district in the event of an unplanned absence, with the Board Secretary or with the designated staff member in charge of maintaining district attendance records each time any leave is taken. The Superintendent and Board President shall periodically review the Superintendent's attendance record to assure correctness.

K. Tuition Reimbursement. The Board, subject to the Superintendent's compliance with the requirements in the law applicable to tuition reimbursement, shall reimburse the Superintendent for 50% of tuition costs incurred for graduate level courses (limited to a maximum of five (5) courses per year) at an accredited institution of higher education that are part of a formal program of studies leading to the awarding of a Master's Degree or a Doctoral Degree in an area or discipline judged by the Board to be of benefit to the Board. The Superintendent shall seek Board approval prior to enrolling in any graduate course of study. The Superintendent must obtain a grade of "B" or higher to receive reimbursement.

L. Professional Liability. The Board agrees to indemnify the Superintendent within the scope of, and in accordance with, *N.J.S.A. 18A:16-6* and *18A:16-6.1*.

ARTICLE V

ANNUAL EVALUATION

A. The Board shall evaluate the performance of the Superintendent at least once a year in accordance with statutes, regulations and Board policy relating to Superintendent Evaluation on or before June 30th of each contract year. 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, 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. Except for the first year of this Contract, on or before June 1st 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 first year of the contract, this meeting shall take place within sixty (60) days of commencement of employment.

The final draft of the annual evaluation shall be adopted by the Board by June 30 of each year (for the previous contract year) of this Contract. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.

B. The parties shall work collaboratively to establish the district's goals and objectives for each ensuing school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated, as hereinafter provided. On, or prior to, June 1 of each succeeding school year, the parties will meet to establish the district's goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described.

C. The parties also agree that the Board shall not hold any discussions, or take any action, regarding the Superintendent's employment, unless the Superintendent is given written notice in advance. 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

TERMINATION OF EMPLOYMENT CONTRACT

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

- (1) a failure to possess/obtain proper certification;
- (2) revocation of the Superintendent's certificate, in which case this Contract shall be null and void as of the date of revocation, as required by *N.J.S.A. 18A:17-15.1*;
- (3) a forfeiture under *N.J.S.A. 2C: 51-2*;
- (4) a mutual agreement of the parties;
- (5) a notification in writing by the Board to the Superintendent, at least 120 calendar days prior to the expiration of this Contract, of the Board's intent not to renew this Contract; or
- (6) a material misrepresentation of employment history, educational and professional credentials, and criminal background.

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

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

D. The Superintendent may terminate this Employment Contract upon at least 180 calendar days written notice to the Board, filed with the Board Secretary, of his intention to resign thus forfeiting all future compensation. The Superintendent shall immediately begin the search for a replacement Superintendent.

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

F. In the event the Board chooses to terminate this Contract prior to its expiration date, and to relieve the Superintendent from the actual performance of his duties, upon the approval of the Commissioner of Education, the Board shall compensate the Superintendent for either three (3) months' salary times the number of years remaining on this Contract or the remaining salary due to completion of this Contract, whichever is less, minus compensation from any and all other employment. It is understood that the Superintendent must make a good faith effort to find employment elsewhere as soon as possible and prior to the expiration date within the Contract. The salary received by the Superintendent in such employment shall be deducted from the payments made to the Superintendent by the Board. Insurance benefits will be adjusted to reflect coverage, if any, in the new position.

ARTICLE VII

RENEWAL - NON RENEWAL

This Employment Contract shall automatically renew for a term of 5 years, expiring 11:59 p.m. June 30, 2034, 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, 180 calendar days prior to a planned departure, or the expiration of this Employment Contract, whichever is earlier, that he will not be reappointed at the end of the current contract term, in which case, the Superintendent shall immediately begin the search for a replacement Superintendent, and his employment shall cease upon the planned departure, or 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.

ARTICLE IX

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.

ARTICLE X

RELEASE OF PERSONNEL INFORMATION

PERSONNEL RECORDS

The Superintendent shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. He shall be entitled to have a representative accompany him during such review. At least once every year, the Superintendent shall have the right to indicate those documents and/or other materials in his file that he believes to be obsolete or otherwise inappropriate to retain; and, subject to approval of the Board within its sole discretion, such documents identified by him shall be destroyed.

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

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

SUPERINTENDENT

BOARD OF EDUCATION OF THE
SPRINGFIELD TOWNSHIP
SCHOOL DISTRICT

Joseph Craig Vaughn II

Christian Dieker
Board President

Date: _____

Date: _____

WITNESS:

WITNESS:
