

Contract of Employment

This Contract of Employment ("Contract") is made as of this 22 day of September 2026, between **the Board of Education of the Princeton Public Schools**, in Mercer County ("the Board") with offices located at 25 Valley Road, Princeton, New Jersey 08540 and **Dr. Michael LaSusa**, ("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 Princeton Public Schools ("PPS"), which the Board believes generally improves the quality of its overall educational program; and

Whereas, a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between the Board and the Superintendent 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:

- 1. Employment.** The Board hereby agrees to employ, and Superintendent accepts employment as the Superintendent of Schools for the period of July 1, 2026, through June 30, 2031. The Parties acknowledge that this Contract must receive prior approval from the Mercer County Executive County Superintendent in accordance with applicable law and regulation.

- 2. Certification/Revocation Clause.** The Superintendent shall hold a valid New Jersey School Administrator's certificate to serve as a Superintendent of Schools in the State of New Jersey for the duration of this Employment Contract. The Parties hereto agree that in the event that Superintendent's certification is permanently revoked, all provisions of this Employment Contract shall be null and void as of the date of the revocation in accordance with N.J.S.A. 18A:17-15.1.
- 3. Duties.**

 - A.** The Superintendent shall 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 job description for the Superintendent of Schools is incorporated by reference into this Contract and is attached as Exhibit A.
 - B.** The Superintendent shall devote his full time, skills, labor, and attention to this employment during the term of this Contract. The Board recognizes the importance of the Superintendent engaging in professional writing, speaking, and other professional activities, with or without honorarium, with at least thirty days prior notice to the President of the Board of Education, so long as such activities do not interfere with the primary duties of the Superintendent and provided that the Superintendent remains readily accessible for the performance of the duties of the Superintendent. Any engagements outside the State of New Jersey during the school year shall require prior approval of the President of the Board of Education, which approval shall not be unreasonably withheld. If approval is granted, the Superintendent shall use

his personal or vacation days if he is absent from working during the school day.

- C.** The Superintendent shall be responsible 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, in accordance with N.J.S.A. 18A:27-4.1.
- D.** The Superintendent shall be responsible for non-renewing personnel pursuant to N.J.S.A. 18A:27-4.2, and for providing a written statement of reasons for non-renewal upon proper request by the employee.
- E.** The Superintendent shall study and make recommendations with respect to all criticisms and complaints, which the Board 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 the duties of the Superintendent.
- F.** The Superintendent shall assume responsibility for the administration of the affairs of the PPS, 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 the staff, at the Superintendent's direction.
- G.** The Superintendent shall 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, and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the PPS. Where the Superintendent has received a Rice notice and has

opted to have the discussion in executive session, he shall have the right to address the board in executive session and bring an attorney to represent him (except in those cases where the Superintendent's presence would be inappropriate, e.g., during the Board's discussion of his evaluation or changes to his Employment Contract).

- H. The Superintendent shall perform all duties incident to the office of the Superintendent as provided for in Exhibit A and such other duties as may be prescribed by the Board from time to time. The Board shall not substantially increase the duties of the Superintendent by assigning the duties or responsibilities of another position or title unless the Parties agree upon additional compensation commensurate with such increase in duties, and the additional compensation is reflected in an addendum to this Contract and such addendum has been approved by the Executive County Superintendent. 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.
- I. The Superintendent shall suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well-being of PPS.
- J. 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.

4. Salary and Benefits

- A. Salary.** Board shall pay the Superintendent an annual salary as follows: For the 2026-2027 school year, \$315,000; for the 2027-2028 school year, \$324,450; for the 2028-2029 school year, \$334,183; for the 2029-2030 school year, \$344,209, and for the 2030-2031 school year, \$354,535 (reflecting a salary increase of 3% per year after the first year). The Board shall pay this salary to the Superintendent in accordance with the schedule of salary payments in effect for certified employees of the School District. This salary shall be prorated for any partial year.
- B. Sick Leave.** On July 1 of each year of this Contract, the Superintendent shall receive twelve sick days annually. Unused sick leave days earned during the Superintendent's service with the Princeton Public School District shall be cumulative in accordance with the provisions of N.J.S.A. 18A:30-3.5. Upon retirement from the Teachers' Pension and Annuity Fund and notice to the Board, unused sick days will be reimbursed, at the then current per diem rate per day ($1/260 \times$ annual salary), with a maximum payment not to exceed \$15,000 pursuant to N.J.S.A. 18A:30-3.5. Any such payment shall be made within thirty days of the Superintendent's last day of employment, or may, upon the request of the superintendent, be deposited into a 403(b) account. Accumulated unused sick leave compensation shall not be paid to the Superintendent's estate or beneficiaries in the event of death prior to retirement. In addition, the Board shall provide the Superintendent with a sick day bank of fifty days, which can only be used if the Superintendent exhausts

his current sick leave, and which shall have no cash value. As the Superintendent accumulates unused sick leave from year to year, this bank shall decrease by the amount of sick leave he has accumulated.

- C. Civic Organizations/Civic Organizations and Professional Conferences.** The Board believes that it is important for the Superintendent to participate in professional and civic organizations and to continue his professional growth through attendance at professional conferences, seminars, and related professional activities. To support the Superintendent in participating in professional and civic organizations and in attending professional conferences, seminars and related professional activities, the Board agrees to pay up to \$7,500 annually for the Superintendent's expenses of memberships, professional development, travel costs and business expenses. The dues for professional associations and civic organizations may include the NJASA, AASA, Mercer County, and any other professional associations and civic organizations approved by the Board.

At a minimum and to the extent duties allow, the Superintendent shall be permitted to attend the annual NJSBA workshop, NJASA TECHSPO, and the annual NJASA spring conference, with prior approval of the Board President, and subject to the \$7,500 annual cap. The Superintendent shall be entitled to reimbursement for expenses incurred for attendance at professional conferences or seminars subject to prior approval by the Board 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 Board

shall pay all costs and fees associated with any state mandated continuing education. Nothing in this paragraph, however, shall preclude the Superintendent from requesting Board approval to attend other conferences (e.g., a national conference) to the extent his duties permit the same.

- D. Health Benefits.** The Board shall provide the Superintendent with individual, employee/spouse, or family health, prescription, vision, and dental benefits coverage, at the Superintendent's option. The Board shall pay the premium costs for all such coverage, less any legally required contributions, which shall be a percentage of the premium in accordance with P.L. 2010, c. 78, or a percentage of his annual salary, if enrolled in the Educator's Health Plan or Garden State Health Plan (or their equivalents through a private plan), in accordance with P.L. 2020, c. 44. Upon retirement or termination of this Contact, the Superintendent may continue to participate in the PPS's health, prescription, vision, and dental benefits coverage at the Superintendent's expense pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"). Upon eligibility for Medicare, the Superintendent must opt for a Medicare supplement plan.
- E.** In the event that the Superintendent waives insurance coverage, the Board shall pay him a cash incentive of \$4,000 annually, which shall be paid in equal installments throughout the year. The annual cash incentive is fully taxable and subject to all required withholding taxes. The Superintendent will be permitted to re-enroll in the respective group insurance plan every January 1st or immediately if he provides proof of a life status change. In the event that the Superintendent re-enrolls during the year because of a life status change, the Board shall prorate the cash incentive amount. Finally, if the

Superintendent waives insurance in one year, he may still reenroll in the plan the following year.

- F. Vacation Leave.** The Superintendent shall be entitled to an annual vacation of twenty-five days per year. All vacation days shall be available for the Superintendent's use on July 1st of each year of the Contract.
- 1) The Superintendent shall take vacation time after giving the Board President advance notice of intent to take vacation time, which shall be no less than one week's advance notice (absent exceptional circumstances). In the event that the Superintendent seeks to take vacation leave of five consecutive days or more, he shall provide prior notice to the Board President at least one week in advance. The Superintendent shall take all reasonable measures to ensure that vacation time does not interfere with the duties of the Superintendent.
 - 2) 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 through the Board's electronic attendance management system, and shall reconcile the use of such days no less than a monthly basis to ensure their accuracy.
 - 3) The Board encourages the Superintendent to take his full vacation allotment each year; however, in the event that he does not take vacation leave due to business demands, he may carry up to ten unused and earned vacation days for use in the following year only. Any vacation days not used in the following year shall be forfeited and shall have no cash value.

- 4) 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 Superintendent is compensated for such leave.
- 5) Upon separation from employment, the Superintendent shall be paid for unused, accumulated vacation days to a maximum payment of \$15,000. The per diem rate for unused vacation days shall be calculated as 1/260th of the Superintendent's final salary. The Board shall make any such payment within sixty days after the Superintendent's last day of employment or, at the request of the Superintendent, may be deposited into a 403(b) account. In the event of the Superintendent's death, payment for the Superintendent's unused accumulated vacation days shall be made to his estate.

G. Calendar. The Superintendent shall work a 12-month (July 1 to June 30) calendar and is entitled to all federal and state holidays specified in the school calendar (and is not expected to take vacation days for those holidays).

H. Personal Days. The Superintendent shall be entitled to three 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 prior notice to the Board President. As much advance notice as possible of the intent to take personal time will be given. Unused personal days shall be converted to sick days provided that the Superintendent is not permitted to accumulate more than fifteen sick leaves days in a given contract year. Payment for

unused Personal Days that are not converted to sick days is prohibited.

I. Bereavement. The Superintendent shall be entitled to five bereavement days within the ten days immediately following the death for Immediate Family. Immediate family is defined as spouse, mother, father, mother-in-law, father-in-law, sister, brother, daughter, son, grandchild, daughter-in-law, son-in-law, sister-in-law, brother-in-law, and non-immediate family residing in the same household. For non-Immediate family, the Superintendent shall be entitled to one day for the day of the funeral. Non-immediate family is defined as grandparent, aunt, uncle, cousin, and niece or nephew.

J. Mileage. The Board shall reimburse the Superintendent for actual mileage when using his personal vehicle for Board business in compliance with Board Policy, N.J.S.A. 18A:11-12, relevant OMB Circulars, and N.J.A.C. 6A:23A-3.1(e)(4) (estimated at \$1,000).

K. Technology. The Board shall provide the Superintendent a laptop capable of accessing the internet (estimated value of \$2,500 or less). The laptop and any accessories are the property of the Board and shall be returned to the District at the end of the Superintendent's employment with the District. The Board shall be responsible for all maintenance and software updates associated with the laptop. The laptop shall be replaced as necessary. The Superintendent shall be permitted to utilize the laptop for reasonable personal use.

5. Annual Evaluation.

A. No later than December 1 of each year of this Contract, the Board and Superintendent shall meet to discuss and agree on the evaluation form, format, and process for the current school year. On or before June 30th of each year of this

Contract, the Board shall evaluate the performance of the Superintendent. Prior to the Board conducting the annual evaluation, the Superintendent shall provide the Board with a self-appraisal using the agreed upon form and the Board shall consider the Superintendent's self-appraisal in conducting its evaluation. Each evaluation shall be in writing, shall include areas of commendation and recommendation, and shall provide direction as to any aspects of performance in need of improvement. Before final adoption of the evaluation by the Board, the Board shall provide the Superintendent with a copy at least two (2) business days in advance of the annual summary conference. The Superintendent and a majority of the Board shall then meet to discuss the findings. Each evaluation shall be based upon mutually agreed upon goals of the PPS, the duties of the Superintendent as included in this Contract and in Exhibit A of this Contract 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, 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. The response shall become a permanent attachment to the evaluation in question and placed in the Superintendent's personnel file and shall be confidential to the fullest extent of the law.

The final draft of the annual evaluation shall be adopted by a majority of the full Board by June 30 of each 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. On or before December 1, 2026, 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 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.

6. Termination of Employment Contract.

- A. This Contract shall terminate and the Superintendent's employment will cease under any one of the following circumstances: (a) 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:1715.1; (b) forfeiture under N.J.S.A. 2C:51-2; (c) mutual agreement of the Parties; (d) notification in writing by the Board to the Superintendent, on or before January 31, 2031, of the Board's intent not to renew the Contract; or (e) the Superintendent giving the Board 150 calendar days' notice in writing of intent to resign.
- B. Except as otherwise provided in this Contract, the Superintendent shall not be dismissed or reduced in compensation during the term of this Contract. However, the Board shall have the authority to relieve the Superintendent of the performance of the Superintendent's duties in accordance with N.J.S.A. 18A:27-9, so long as it continues to pay 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.

- C. In the event that the Board relieves the Superintendent of the Superintendent's duties prior to the termination of this Contract, and the Parties mutually agree on the terms of such termination, the Board shall submit the agreement of the Parties to the Commissioner for approval.
- D. In the event of an early termination of this Contract for separation the provisions of N.J.A.C. 6A:23A-3.2 shall apply.

7. Renewal of Employment Contract. The Board shall notify the Superintendent in writing on or before January 31, 2031, whether this Employment Contract shall be renewed for another contracted term. The Superintendent shall notify the Board prior to December 1, 2030, of its responsibility described herein; provided, however, that if the Superintendent fails to provide such notice, it shall not relieve the Board of its responsibilities under N.J.S.A. 18A:17-20.1. In all other respects, the renewal of this Employment Contract shall be subject to the provisions of Title 18A and applicable State Board of Education regulations.

8. Indemnification.

- A. **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 his individual capacity as agent or employee of the Board, provided that the incident arose while the Superintendent was acting within the course of the performance of the scope of his position or employment.

- B. Separate Counsel.** If, in the good faith opinion of the Superintendent, a conflict exists as regards to the defense of such claim between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage counsel of his choice, with prior Board approval, in which event the Board shall indemnify the Superintendent for the costs of legal defense as permitted by state law.
- 9. Applicable Law.** This Contract is governed by the laws of the State of New Jersey, including but not limited to, Title 18A of the New Jersey Statutes and Title 6A of the New Jersey Administrative Code, and such statutes and regulations as may from time to time be adopted or amended. Should any provision of this Contract be in conflict with such law or regulation, the provisions of Title 18A of the New Jersey Statutes or Title 6A of the New Jersey Administrative Code shall govern.
- 10. Complete Agreement.** This Contract embodies the entire agreement between the Parties hereto and cannot be varied except by written agreement of the undersigned Parties.
- 11. Savings and Conflicts 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 Contract is not affected by such a ruling and shall remain in full force. 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.
- 12. Modification of the Contract Terms.** The terms and conditions of this Employment Contract shall not be modified except by the written consent of both Parties hereto and review and approval by

the Executive County Superintendent. Any amendments to this Employment Contract shall not create a new agreement or agreement term but shall only constitute an amendment to the existing Employment Contract.

13. Miscellaneous Provisions.

- A.** The Board shall not hold any discussions regarding the Superintendent's employment unless the Superintendent has given written notice at least forty-eight hours 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 discussion be held in public session pursuant to the Open Public Meetings Act.
- B.** The Board acknowledges and agrees that disclosure of personal information is governed by the Open Public Records Act, codified at N.J.S.A. 47A:1A-1 et seq., Executive Orders and relevant case law. 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.
- C.** 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. The Superintendent 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; such documents identified shall be destroyed consistent with the New Jersey Destruction of Public Records Law.

- D. 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 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.

14. Binding Agreements. The Parties hereto represent to each other that they fully understand the terms and conditions of this Employment Contract, and agree to be bound by same pursuant to the rules and regulations of the Department of Education and the laws of the State of New Jersey.

15. Enforceability. The Board acknowledges and agrees that once the Executive County Superintendent approves this Contract, the Board approves the Contract, the parties execute the contract, the Superintendent resigns from his current position, and his current district accepts his resignation, the Contract shall be deemed executed and fully enforceable.

16. Representations. The Parties represent to each other that they fully understand the terms and conditions of this Contract and agree to be bound by all of its terms. The Superintendent acknowledges that he has been afforded the opportunity to obtain the advice of an attorney of his own choice prior to executing this Contract.

In Witness Whereof, the Board has caused this Employment

Contract to be approved on its behalf by a duly authorized officer and Superintendent has approved this Employment Contract on the date and year specified in Paragraph one above.

Witness

**Princeton Public Schools
Board of Education**

Andrew Harris
School Business Administrator/
Board Secretary

Dafna Kendal
Board President

Dated:

Dated:

Witness

Superintendent of Schools

Andrew Harris

School Business Administrator/
Board Secretary

Michael LaSusa, Ed.D.

Dated:

Dated: