

**PINE HILL BOROUGH BOARD OF EDUCATION  
SUPERINTENDENT  
EMPLOYMENT CONTRACT  
2011 - 2016**

This Employment Contract is made and entered into this 1<sup>st</sup> day of July, 2011, with an effective date of July 1, 2011 by and between the **PINE HILL BOROUGH BOARD OF EDUCATION** with offices located at 1003 Turnersville Road, Pine Hill, Camden County, New Jersey 08021 (hereinafter referred to as the "Board") and **DR. KENNETH P. KOCZUR, Ed. D.**, whose address is on file with the Board office (hereinafter referred to as the "Superintendent").

**WITNESSETH:**

**WHEREAS**, as a result of the past and current performance of the Superintendent, the Board desires to provide the Superintendent with new and additional terms and conditions consistent with the level of performance and the present conditions for attracting similar talent for the position of Superintendent with the Board; and

**WHEREAS**, the Board has made evaluations of the Superintendent's performance; and

**WHEREAS**, as a result of said evaluations of the Superintendent, the Board desires to negotiate a new contract that has additional terms and conditions of employment which has been deemed beneficial for the Superintendent and the Board; and

**WHEREAS**, the Board desires to enter into a new employment contract with the Superintendent to insure special programs and projects are completed; and

**WHEREAS**, the Board desires to provide the Superintendent with a written employment contract in order to enhance the administrative stability and continuity within the school district which the Board believes generally improves the quality of its overall educational program; and

**WHEREAS**, the Board and the Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the educational program of the school district.

**1. TERM**

The Board, in consideration of the promises herein contained of the Superintendent, hereby employs, and the Superintendent hereby accepts employment as Superintendent of Schools for a term commencing July 1, 2011 and ending June 30, 2016.

The Board and the Superintendent hereby agree that before July 1 of 2015, the Board will notify the Superintendent if the Board wishes to enter into a new contract for an ensuing period

with at least the terms and conditions as set forth herein with a new term of at least three (3) years or terminate the employment of the Superintendent upon the expiration of this contract.

## **2. SUPERINTENDENT CERTIFICATION AND RESPONSIBILITIES**

A. Certification: The Superintendent shall hold a valid and appropriate certificate to act as Superintendent of Schools in the State of New Jersey. In addition, the Board further recognizes by execution hereof that the Superintendent also holds tenure as a principal in the district and as such the Superintendent continues to accrue time toward tenure as a principal. In the event the Superintendent's certificate is revoked, the contract shall be null and void upon such revocation.

B. Duties: The Superintendent will have unit control and responsibility within the existing fiscal, legal and contractual limitation to organize, reorganize and arrange the administrative and supervisory staff including instruction and business affairs, which in the Superintendent's judgment, best serve the district subject to approval of the Board. The Superintendent shall have the right to legal assistance in carrying out the Superintendent's duties at the expense of the Board provided that the Superintendent has conformed to the Board's policies, rules, and regulations, and State law. The responsibility for selection, placement, transfer and dismissal of personnel, both instructional and non-instructional shall be vested in the Superintendent, subject to approval of the Board. The members of the Board, individually and collectively, will refer to the Superintendent any and all criticisms, complaints and suggestions concerning the operation and management of the district called to their attention. The Board members at a scheduled meeting of the Board and a consensus sought to direct the Superintendent to study, recommend, and/or take action shall discuss any such referrals. The Superintendent has the right to attend and communicate at all Board meetings. When the Superintendent is the subject under consideration, the Superintendent's attendance at meetings of the Board will be in accordance with the Superintendent's rights and duties under New Jersey Statutes and Administrative Code. All duties assigned to the Superintendent by the Board should be appropriate to and consistent with the professional role and responsibility of the Superintendent, and shall be set by Board policy and in approved Superintendent's Job Description. The Superintendent may lecture, engage in writing activities and speaking engagements, and engage in other activities that are short-term duration at the Superintendent's discretion. Such activities that require the Superintendent to be absent from the school district for more than two full working days shall be presented to the Board for prior approval unless in an emergent situation, then the Board President shall have the sole authority to grant approval. The Superintendent may, at the Superintendent's option and with the approval of the Board, continue to draw a salary, while engaged in the outside activity as described above. In such cases, honoraria paid to the Superintendent in connection with these activities shall be transferred to the Board. If the Superintendent chooses to use vacation leave to perform outside activities, the Superintendent shall retain any honoraria paid.

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

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

A. The operations, programs and other activities conducted or sponsored by local, state and national school administrator and/or school board associations; the parties agree that the Superintendent shall be permitted to attend one National School Board or Superintendents Convention every three years; New Jersey School Boards Convention in the fall each year and one other State School Board or Superintendents Convention every other year. In no event shall the Superintendent be permitted to attend more than two (2) conventions in any school year without prior consent of the Board;

B. Seminars and courses offered by public or private educational institutions as determined by the Superintendent and approved by the Board of Education

C. Informational meetings with other persons whose particular skills of backgrounds would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities for the Board;

D. Visits to other institutions; and

E. Other activities promoting the professional growth of the Superintendent.

In its encouragement, the Board shall permit a reasonable amount of release time for the Superintendent, as the Superintendent deems appropriate, to attend such matters and shall pay all necessary travel, registration and sustenance expenses.

4. **COMPENSATION:** The Board shall pay the Superintendent an annual salary of:

A. ONE HUNDRED FORTY FOUR THOUSAND TWO HUNDRED AND ELEVEN DOLLARS (\$144, 211) \*\*\* for the 2011 – 12 school year:

ONE HUNDRED FORTY EIGHT THOUSAND FIVE HUNDRED TWENTY ONE DOLLARS (\$148, ,521) \*\*\* for the 2012 – 13 school year;

ONE HUNDRED FIFTY TWO THOUSAND NINE HUNDRED SIXTY ONE DOLLARS --(\$152,961) \*\*\* for the 2013 – 14 school year;

ONE HUNDRED FIFTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$157,500) \*\*\*\* for the 2014 – 15 school year;

ONE HUNDRED FIFTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$157,500) \*\*\* for the 2015 – 16 school year.

THE SUPERINTENDENT WILL RECEIVE A MERIT BONUS OF AN ADDITIONAL 2.5% BASED ON THE \$157,500 FOR THE 2014-15 SCHOOL YEAR IF HE MEETS A MUTUALLY ESTABLISHED QUALATATIVE GOAL AGREED UPON BETWEEN THE SUPERINTENDENT, THE BOARD OF EDUCATION AND THE COUNTY SUPERINTENDENT.

All annual salary as set forth shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

THE SUPERINTENDENT WILL RECEIVE A MERIT BONUS OF AN ADDITIONAL 2.5% per QUALATATIVE GOAL ON THE \$157,500 FOR THE 2015-16 SCHOOL YEAR IF HE MEETS TWO MUTUALLY ESTABLISHED QUALATATIVE GOALS AGREED UPON BETWEEN THE SUPERINTENDENT, THE BOARD OF EDUCATION AND THE COUNTY SUPERINTENDENT.

All annual salary as set forth shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

- B. Salary Adjustments: To the extent permitted by law and subject to the approval of the Executive County Superintendent, the Board and the Superintendent may mutually agree to adjust the salary of the Superintendent during the term of this employment contract, but in no event shall the Superintendent be paid less than the salary indicated in the terms of this employment contract. Any adjustment in salary made during the life of this employment contract shall be in the form of an amendment and become part of this employment contract, but it shall not be deemed that the Board and the Superintendent have entered into a new employment contract, or that the termination date of the existing employment contract has been extended.

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 the contract, but it shall not be deemed that the Board and the Superintendent have entered into a new Employment Contract.

## **5. BENEFITS**

- A. Health Insurance: The Board of Education shall provide the Superintendent with full family health insurance coverage which includes full medical insurance, dental care, vision and prescription. In accordance with Chapter 2,P.L. 2010, the Superintendent shall contribute an amount equal to one and one-half percent (1.5%) of his annual salary by payroll deduction to offset the cost of medical benefits. The superintendent may elect to voluntary waive coverage and shall be entitled to receive 25% percent of the premium cost of the waived insurance for each year the insurance is waived (NOT TO EXCEED \$5000.00 PER YEAR.

- B. Vacation/Holidays: The Superintendent shall be granted TWENTY-FIVE (25) vacation days annually, all of which shall be available, pro rata to the Superintendent on July 1 of the first year of this contract and July 1 of each year thereafter. The Superintendent may carry over a maximum of 5 unused vacation days from one year to the next. The daily rate will be computed at 1/240 of the Superintendent's annual salary for each unused vacation day. Any vacation time not used by the Superintendent or paid for by the Board of Education at the end of this Employment Contract will not be carried over to any renewal or new Employment Contract. The Superintendent shall be permitted to take vacation days at any time. The data processing department shall be responsible for maintaining written documents of the Superintendents earned and accrued vacation days. The Superintendent shall be entitled to all recognized State holidays. The Superintendent shall not be required to work during any days that school is closed during the regular school year.
- C. Sick Leave: The Superintendent shall be allowed twelve (12) days sick leave annually. The unused portion of such leave, at the end of any year, shall be cumulative.
- D. Dental Insurance: The Superintendent shall have a program of dental care which is the same provided to all other certificated personnel, which provides full family coverage with all premiums to be paid by the Board.
- E. Membership Fees: The Board shall pay 100% of the Superintendent's membership charges to the American Association of School Administrators, the New Jersey Association of School Administrators, Camden County School Administrators and those other professional group memberships in which the Superintendent feels it necessary to maintain and improve the Superintendent's professional skills as permitted by State law and as approved by the Board in its annual budget.
- F. Mileage Reimbursement: In light of the unique nature of the professional duties of the Superintendent, the Board shall reimburse for all travel on Board Business and/or in-district travel using his personal vehicle. Reimbursement shall be at the prevailing government rate as established by the State of Management and Budget.
- G. Cellular Phone: In light of the unique nature of the professional duties of the Superintendent, the Board shall provide the Superintendent with a cellular phone, service and cellular service for his exclusive use for school business. Each month the Secretary/Business administrator and the Superintendent shall do an audit of the use of said cellular phone by the Superintendent for personal use if any. In the event that the Superintendent has any personal use of the cellular service, then in that event, the Superintendent shall reimburse the Board for such use, dollar for dollar.
- H. Personal Leave Days: The Superintendent shall be entitled to four (4) personal days absence per year for unrestricted and undocumented reasons. These personal days shall not accrue or be carried over from year to year nor do these count against or reduce the specific number of vacation days allowed and specified in the contract.

- I. Annuity Contribution: For purposes of the Superintendent's contribution to an annuity, The Board shall pay annually at January 1, 2012, 2013, and 2014 of this contract, a stipend to the Superintendent in the amount of one percent (1.0%), of the annual salary of the Superintendent, gross, and all inclusive, of any employer taxes. Said stipend shall be paid in addition to the amount set forth above as salary which will be paid and subject to any and all Federal and State Taxes if applicable. The amount of this benefit shall be taxable to the Superintendent and shall be reported on Internal Revenue Form 1099.
- J. Disability Insurance: The Superintendent receives a disability income policy paid for by the Board of Education.
- K. Bereavement – When unfortunate circumstances due to death of immediate family members arise, request for bereavement leave must be submitted to the business administrator and may be granted by the Board of Education.

The following guidelines will be considered when granting bereavement leave:

- 1. Immediate family shall be defined as grandparents (including in-laws), parents, (including in-laws), step parents (including in-laws), spouse, domestic partners, children, step children and siblings (including in-laws).
- 2. Absence due to death of non-immediate family members shall be requested in personal days or days without pay.
- 3. Bereavement of (5) working days shall be granted in the event of death of spouse, domestic partner, children, step children, employee's parents, or step parents. These five (5) days granted for immediate family need not be consecutive; use cannot exceed (6) months of death.
- 4. Bereavement leave of two (2) working days may be granted in the event of death of grandparents (including in-laws) and siblings (including in-laws); and three (3) working days for parent in-laws.
- 5. Up to two (2) days of travel time may be granted at the discretion of the Board of Education. The request for travel time shall be submitted to the business administrator when the request for bereavement leave is submitted and shall apply to only in the circumstances of death of immediate family members.

## **6. SEPARATION FROM SERVICE**

- 1) Sick Days: Upon the Superintendent's retirement, the Board shall pay the Superintendent for his unused accumulated sick leave days subject to the following formula which follows. The Board shall pay the superintendent the dollar value for all sick time accrued as of June 8, 2007 (180 days) at (80%) of the per diem rate for the as calculated by dividing the 2006-2007 annual salary by two hundred forty days.

- B. **COBRA Benefits:** Upon the Superintendent's retirement in accordance with the requirements of TPAF, and pursuant to the Federal COBRA statute, the Superintendent shall be entitled to exercise the Superintendent's right to continue health, dental, prescription and/or any other such benefit provided by the Board at the Board expense for the length of time that COBRA benefits can be extended but in no event shall it be for more than 3 years. If in the event the Superintendent has said benefits available to him as a result of being in TPAF for the required period of time, then in that event the Board shall not have any responsibility to provide said benefits for the Superintendent.

## **7. PROFESSIONAL LIABILITY**

- A. The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or in the Superintendent's official capacity as agent and/or employee of the Board, provided the incident arose while the Superintendent was acting within the scope of the Superintendent's employment; and, as such, liability coverage is within the authority of the Board to provide under state law.
- B. The Board will provide the Superintendent with professional liability insurance in the minimum amount of ONE MILLION DOLLARS (\$1,000,000). The premium is to be paid by the Board.
- C. If, in the good faith opinion of the Superintendent, conflict exists as regards the defense to such claim between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage counsel in which event the Board shall indemnify the Superintendent for the costs of legal defense as permitted by state law.
- D. The Board shall not, however, be required to pay any costs of legal proceedings, unless directed to do so by a court and/or administrative body, in the event that the Board and the Superintendent have adverse interest in such litigation.

## **8. EVALUATION**

The Board shall evaluate the performance of the Superintendent at least once a year. Each evaluation shall be in writing, a copy shall be provided to the Superintendent and the Superintendent and the Board shall meet to discuss the findings. The evaluations shall be based upon the goals and objectives of the district, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent (attached hereto and incorporated herein by reference) and such other criteria as the State Board of Education shall by regulation prescribe. The evaluation format shall be developed and approved by the Board and the Superintendent on or prior to the execution of this contract.

On or before April 1 of each year of this Employment Contract, the Board and the Superintendent shall meet in closed, executive session for the purpose of mutual evaluation of

the performance of the Board and the Superintendent with a copy of its written evaluation of him, which shall provide direction as to areas of performance in need of improvement.

In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include recommendations as to the areas of improvement in all instances where the Board deems performance to be unsatisfactory. The Superintendent shall have the right to respond in writing to the evaluation. This response shall become a permanent attachment to the Superintendent's personnel file. On or before June 1 of each year of this Employment Contract, the Superintendent and the Board shall meet to review the evaluation format to be used in the subsequent school year.

## **9. TERMINATION OF EMPLOYMENT CONTRACT**

The employment contract may be terminated by:

- A. Mutual agreement of the parties;
- B. Resignation of the Superintendent upon 90 days written notification to the Board; or in accordance with NJSA.18A:17-20.20.
- C. Incapacity of the Superintendent. In the event of the incapacity, after the Superintendent has returned to employment and undertaken the full discharge of the Superintendent's duties; if a question exists concerning the capacity of the Superintendent to return to the Superintendent's duties, the Board may require the Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The Board shall select the physician who shall conduct the examination. The examination shall be done at the expense of the Board. The physician shall limit the Superintendent's report to those factors that prohibit the Superintendent from performing the Superintendent's duties.

## **10. SAVINGS CLAUSE**

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


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

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

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



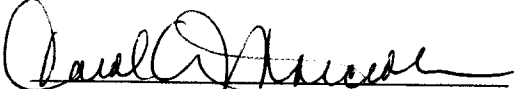
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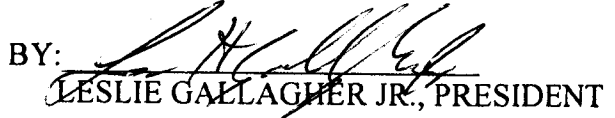
  
RONALD W. SAHLI, SOLICITOR

  
KENNETH P. KOCZUR, Ed. D.,  
SUPERINTENDENT

ATTEST:

**THE PINE HILL BOROUGH  
BOARD OF EDUCATION**

  
CAROL MASCIOLI, SECRETARY

BY:   
LESLIE GALLAGHER JR., PRESIDENT

**CERTIFICATION**

The undersigned hereby certifies that, the form and legality of this employment contract has been approved by the Board's legal counsel, and that this employment agreement has been approved by a majority vote of the Members of The Pine Hill Borough Board of Education at its meeting of July 1, 2011, and has been made a part of the minutes of the meeting.

  
CAROL MASCIOLI, SECRETARY

District: Pre K through 12th  
 ASSA Resident Enrollment 10-15:

Year	Year 1	Year 2	Year 3	Year 4	Year 5
Name:	147,211 50	147,500 5	152,946 5	157,500 5	157,500 50
Contract Term:					
Base Salary:					
High School:					
Shared CSA Service:					
Quantitative Goals:					
Qualitative Goals:					
Longevity:					
Additional Compensation - Describe:					
Board Contribution for Cost of Premiums for:					
Health Insurance					
Prescription Insurance					
Dental Insurance					
Vision Insurance					
Disability Insurance					
Long-term Care Insurance					
Life Insurance					
Other Insurance - Describe:					
Waiver of Benefits					
Section 125 Plan Reimbursements - Describe:					
Travel Allowance (Annual Cost)					
District Automobile (Calculation of Value)					
Travel and Expense Reimbursement (Estimated)					
Annual Cost					
Professional Development (Capped Amount or Annual Cost)					
Estimated Annual Cost					
Tuition Reimbursement					
Mentoring Expenses - Describe:					
National/State/Local Membership Fees, Dues-List:					
NSA/SA (Condon County School Admin.)					
Subscriptions					
Maximum Payment for Unused Sick Leave upon Retirement					
Maximum Exposure for Payment for Unused Vacation Leave upon Retirement or Separation					
Board Paid Cell Phone or Reimbursement for Business Use of Personal Cell Phone					
Computer for Home Use, including supplies, maintenance, internet service					
Other - Describe:					
Annual Salary	147,211 50	147,500 5	152,946 5	157,500 5	157,500 50
Total	147,211 50	147,500 5	152,946 5	157,500 5	157,500 50

Maximum Payment for Unused Sick Leave upon Retirement  
 Maximum Exposure for Payment for Unused Vacation Leave upon Retirement or Separation  
 Board Paid Cell Phone or Reimbursement for Business Use of Personal Cell Phone  
 Computer for Home Use, including supplies, maintenance, internet service  
 Other - Describe:  
 Annual Salary

\*Must use 1/260 for per diem rate  
 Note: Sick days cannot be paid to the estate