

**CONTRACT OF EMPLOYMENT**

**THIS EMPLOYMENT CONTRACT** is made on this 13<sup>th</sup> day of Oct, 2014 between **DELRAN TOWNSHIP BOARD OF EDUCATION** in Burlington County (hereinafter "the Board") with offices located at 52 Hartford Road, Delran, New Jersey 08075 and **BRIAN B. BROTSCHUL, Ed.D.** (hereinafter "the Superintendent") (hereinafter the Board and the Superintendent are collectively referred to as "Parties").

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

**ARTICLE I**  
**EMPLOYMENT**

The Board, in consideration of the promises of the Superintendent herein contained, hereby agrees to employ **BRIAN B. BROTSCHUL, Ed.D.** as Superintendent of Schools for the period beginning November 10, 2014 through 11:59 p.m. June 30, 2018. The parties mutually 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 currently possesses the appropriate New Jersey administrative certification and school administrator endorsement.

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.

**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, and existing Board policies, as

well as 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.

B. To devote the Superintendent's full time, skills, labor, and attention to this employment during the term of this Contract. The Superintendent further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without written permission of the Board. 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 nonrenew 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 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.

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 Board shall not substantially increase the duties of the Superintendent by assigning him 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.

**ARTICLE IV**  
**SALARY AND BENEFITS**

A. Any adjustment in salary made during the life of this Employment Contract shall be in the form of a written 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. Salary. The Board shall provide the following salary as part of the Superintendent's compensation:

a. Initial Salary. The Board shall pay the Superintendent an annual salary of One Hundred Fifty-five Thousand dollars (\$155,000.00) for the 2014-15 school year, which is inclusive of a two thousand five hundred dollar (\$2,500.00) payment for Delran High School. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees. The Superintendent's pay shall be prorated for the 2014-2015 school year.

b. Effective July 1, 2015, the Superintendent's salary for the remainder of the term of this Contract shall be negotiated between the Board and the Superintendent and approved by the Burlington County Executive County Superintendent, but shall not be less than the salary paid to him in the previous year. The Board agrees to review the Superintendent's salary at the conclusion of the 2014-15 school year, and at least annually thereafter. The parties agree that future salary determinations by the Board will be based on merit and the performance evaluation described in Article V (Annual Evaluation) below, and will be subject to the approval of the Burlington County Executive County Superintendent.

c. In the event the salary cap regulations expire or are amended, the parties agree to negotiate a salary increase. Any such salary increase shall be reflected in an

addendum to this contract and shall be subject to the approval of the Executive County Superintendent.

d. The Superintendent shall have the right at any time prior to the commencement of, or at any time during the Superintendent's employment, to take a reduction in salary and require the Board to use an amount corresponding to such reduction to purchase a tax sheltered annuity and/or mutual fund investment in accordance with N.J.S.A. 18A:66-127, et seq. and applicable tax laws, including Sections 403 (b) and 457(b) of the Federal Internal Revenue Code. The maximum amount of reduction in salary authorized shall be the maximum tax deferral amount permitted by the Federal Internal Revenue Code, not to exceed the statutory salary cap.

2. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight June 30, 2018 (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 June 30, 2018. 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, N.J.A.C. 6A:23A-3.1, et seq.*, and any other applicable law.

3. No Reduction in Salary/Compensation. During the term of this Employment Contract, including any extension hereof, the Superintendent shall not be reduced in compensation and/or benefits except as otherwise provided by law.

4. Merit Bonus. The Board and the Superintendent agree to discuss the possibility of a merit bonus after the 2014-2015 school year. The parties acknowledge that an

agreement to provide for a merit bonus in subsequent school years will require a new contract, which will be subject to the review of the County Executive Superintendent.

B. Sick leave. The Superintendent shall receive twelve (12) sick days annually. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A.

1. Upon commencing employment, the Board shall provide the Superintendent with a sick leave bank of twenty (20) sick days which shall be available for the Superintendent's use in the event he exhausts his earned sick leave days. The sick days in the sick leave bank shall not be available for compensation upon the Superintendent's retirement.

C. Professional Membership. The Superintendent shall be entitled to membership, at the Board's expense, for professional dues in the following professional associations: New Jersey Association of School Administrators, American Association of School Administrators, and the Burlington County Administrators Association and/or other organizations deemed important by the Superintendent and the Board. (Attached as Exhibit E.)

D. Professional Publications. The Superintendent may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.

E. Expense Reimbursement. The Board shall reimburse the Superintendent for job-related expenses including, but not limited to, transportation expenses and sustenance as permitted by applicable law and regulations. Reimbursement for mileage will be at the prevailing state rate in accordance with applicable OMB-Circulars.

F. Health Benefits.

1. The Board shall provide the Superintendent with individual or family health benefits coverage. The Superintendent shall contribute the percentage of the premium costs for all such coverages as set forth in premium contribution chart under *P.L.* 2011, Chapter 78 for the

duration of this agreement. The Superintendent's share of the premium shall be paid by the Superintendent through payroll deduction.

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%) of the cost of the premium of said coverage or Five Thousand Dollars (\$5,000) for waiving such coverage.

G. Vacation Leave.

1. The Superintendent shall be entitled to twenty (20) vacation days per year, prorated. All of the vacation days shall be available for the Superintendent's use on July 1<sup>st</sup> of each year of the Contract.

2. The Superintendent shall take his vacation time after giving the Board President reasonable notice. 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.

3. The Board encourages the Superintendent to take his full vacation allotment each year; however, not more than twenty (20) 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.

4. In the event that the Superintendent's Contract is terminated prior to its expiration, unused vacation time shall be paid on a pro-rated basis of 1.666 days accrued per month. In the event this Contract is not renewed, earned but unused vacation time will be paid at



the Superintendent's daily rate of pay, based upon a 260-day work year, following his last day of employment. However, at the Board's discretion, should termination or non-renewal occur, the Board reserves the right to require the Superintendent to use his full vacation entitlement.

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

I. 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 on time-off slips filed with the Board Secretary. Personal days are non-cumulative and non-reimbursable.

J. 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.

K. 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 designated staff member in charge of maintaining district attendance records each time any leave is taken. The Superintendent and Board President, or the Board President's designee, shall periodically review the Superintendent's attendance record to assure correctness.

L. Tuition Reimbursement. The Board shall reimburse the Superintendent, in accordance with the law, for up to six (6) credits per year at a per credit rate not to exceed the per credit rate at Rutgers University, for tuition costs incurred for graduate level courses 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 to be of benefit to the Board. The Superintendent shall seek Board approval prior to enrolling in any graduate course of study.

M. 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 or in his official capacity as agent and/or employee of the Board, provided the incident, which is the subject of any such demand, claim, suit, action or legal proceeding, arose while the Superintendent was acting within the scope of his employment. 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 him, and the position of the Board in relation thereto, the Superintendent may engage his own legal counsel, in which event the Board shall indemnify the Superintendent for the reasonable costs of his legal defense. The Board further agrees to include the Superintendent under the Board's liability insurance policies, including employment practices liability coverage, in the minimum amount of one million dollars (\$1,000,000.00).

N. Professional Development. The Board encourages the continuing professional growth of the Superintendent through his participation, as he might decide in light of his responsibilities as the Superintendent, in the following:

(a) the operations, programs, and other activities conducted or sponsored by local, state and national school administrators and school board associations;

(b) seminars and courses offered by public or private educational institutions;

(c) informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the Board;

(d) visits to other 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 he deems appropriate, to attend such matters and shall pay all necessary travel, registration and sustenance expenses. The Superintendent must request approval from the Board to participate in professional development opportunities. Approval of the aforesaid professional development opportunities remains the sole discretion of the Board.

At a minimum, however, the Board shall permit the Superintendent to attend, at his option, three state conferences annually (NJSBA fall workshop, NJASA spring conference, and TechSpo), and shall be permitted to attend one national conference for educational purposes during the term of the contract.

The Board shall also permit the Superintendent to attend the NJASA New Superintendents Academy at Board expense.

O. Bereavement Leave. The Superintendent shall be entitled to five (5) days of leave, without loss of pay due to the death of his father, mother, spouse, partner in a civil union, brother, sister, father-in-law, mother-in-law, son, daughter, grandchild, or any person permanently living with the Superintendent, excluding roommates and acquaintances. The Superintendent shall be

entitled to two (2) days of leave, per incident, without loss of pay due to the death of a sister-in-law, brother-in-law, aunt, uncle or other near relative.

## ARTICLE V

### ANNUAL EVALUATION

A. The Board shall evaluate the performance of the Superintendent at least once a year on or before June 30<sup>th</sup> 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. Prior to finalization 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. 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 discuss the evaluation format to be used in the subsequent school year, however, the format of the evaluation remains the sole discretion of the Board. The final draft of the annual evaluation shall be adopted by the 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. 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 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 regarding the Superintendent's employment, unless the Superintendent is given written notice at least forty eight (48) hours in advance. In such cases, the Superintendent shall be given the opportunity to address the Board in closed session with a representative of his choosing. 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, and the Superintendent's employment will cease, and no compensation will be paid thereafter, under any one of the following circumstances:

- (1) failure to possess/obtain proper certification;

(2) revocation or suspension 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) forfeiture under *N.J.S.A.* 2C:51-2;

(4) mutual agreement of the parties;

(5) notification in writing by the Board to the Superintendent, on or before March 30, 2018, of the Board's intent not to renew this Contract; or

(6) misrepresentation of employment history, educational and professional credentials, and criminal background, subject to *N.J.S.A.* 18A:6-10.

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 ninety (90) calendar days written notice to the Board, filed with the Board Secretary, of his intention to resign.

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 parties agree 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 of the within 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 three (3) years, unless any of the following occurs:

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

B. the Board notifies the Superintendent in writing on or before March 30, 2018 that he will not be reappointed at the end of the current term, in which case his employment shall cease upon the expiration of this Contract.

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. Any other prior agreements between some or all of them are hereby terminated and shall have no other force or effect. The Parties acknowledge that their respective counsel had the full opportunity for review of this Agreement. Because counsel for all Parties had a full opportunity to review this Agreement with the Parties before they signed it, the language of this Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against any of the 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 final approval of the Board, 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.

#### **ARTICLE XI**

#### **COUNTERPARTS; EXCHANGE BY ELECTRONIC MEANS**

This Agreement may be executed in counterparts, which shall be taken together as the entire agreement of the Parties hereto. This Agreement may also be exchanged by the Parties via electronic mail for the purposes of securing signatures and will be fully enforceable as an original document.

#### **ARTICLE XII**

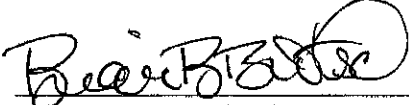
#### **BOARD RATIFICATION**

This Agreement, including the terms herein, is subject to approval of and ratification by the Board.

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**

**DELRAN TOWNSHIP  
BOARD OF EDUCATION**

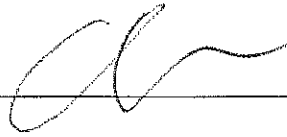
  
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Diane Zierler, President

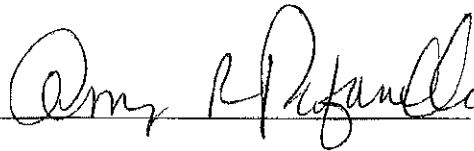
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