

2007-2008 Addendum to the Employment Contract
Entered into on June 26, 2006 and
Effective July 1, 2006 – Ending June 30, 2010
Between the
Cranford Board of Education (Board)
And
Lawrence S. Feinsod, Ed.D. (Superintendent)

THIS ADDENDUM dated this 25th day of June, 2007, shall constitute an **Amendment** to the above referenced Employment Contract between the Board and the Superintendent, as follows:

4. **COMPENSATION:**

A. **Salary: AMEND as follows:**

Salary: The Board shall pay the Superintendent a salary of Two Hundred One Thousand and Twenty Dollars (\$201,020.00) effective July 1, 2007, for the period July 1, 2007 to June 30, 2008.

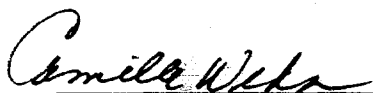
5.

G. **Tax Sheltered Annuity: AMEND as follows:**

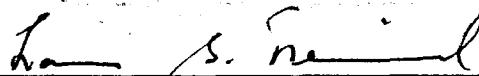
Tax Sheltered Annuity: The Board shall contribute Eighteen Thousand Twelve Dollars (\$18,012.00) to a Tax Sheltered Annuity on behalf of the Superintendent effective July 1, 2007, for the period July 1, 2007 to June 30, 2008.

All other terms and conditions of the Employment Contract remain unchanged.

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



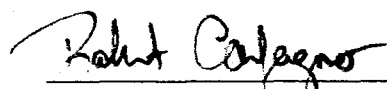
Witness:



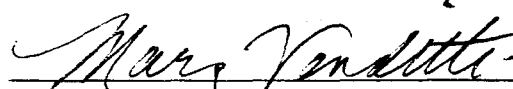
DR. LAWRENCE S. FEINSOD
Superintendent

Cranford Board of Education

Cranford Board of Education



ROBERT CARFAGNO, Board Secretary



MARY VENDITTI, Board President

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT is made and entered into this 26th day of June, 2006, by and between the

CRANFORD BOARD OF EDUCATION, with offices located at 132 Thomas Street, Cranford, New Jersey 07016, (hereinafter referred to as the "Board")

AND

DR. LAWRENCE S. FEINSOD, whose address is 29 Castle Ridge Drive, East Hanover, New Jersey, 07936, (hereinafter referred to as the "Superintendent").

NOW, THEREFORE, the Board and the Superintendent, for the consideration herein specified, agree as follows:

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 of four (4) years, commencing July 1, 2006, and ending June 30, 2010.

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.

B. **Duties:** The Superintendent shall be the chief executive and administrative officer of the Board and shall have general supervision over all aspects, including the fiscal operations and instructional programs of the District, and shall arrange the administrative and supervisory staff including instruction and business affairs as best serves the District, in his judgment. The selection, placement, transfer and dismissal of personnel, both instructional and non-instructional, shall occur only upon the recommendation of the Superintendent.

All duties assigned to the Superintendent by the Board of Education should be appropriate to and consistent with the professional role and responsibility of the Superintendent, and shall be set by Board policy and in the Job Description No. 2110 which may be modified from time to time, consistent with the intent set forth above.

C. Outside Activities: The Superintendent shall devote his time, attention and energy to the business of the District. However, he may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities at his discretion. Such activities which require the Superintendent to be absent from the District for more than one full working day shall be reported to the Board.

3. **PROFESSIONAL GROWTH OF SUPERINTENDENT:** 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 administrator and / or school board associations; and
- 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; and
- D. Visits to other institutions; and
- E. Other activities, in addition to those items included in A through D above, and specifically, the Superintendent's participation in the American Association of School Administrators National Conference on Education, or a similar program as determined by 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 shall be exempt from the Board policy on travel, registration and sustenance expenses.

4. **COMPENSATION:**

A. **Salary:** For the period July 1, 2006 to June 30, 2007, the Board shall pay the Superintendent an annual salary of One Hundred Ninety-three Thousand Dollars (\$193,000.00) effective July 1, 2006, for the period July 1, 2006 to June 30, 2007. 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 Board and the Superintendent shall meet on or before April 1, 2007 to determine the Superintendent's annual salary and any other contractual changes for the 2007-2008 school year. The Board and the Superintendent shall meet similarly on or before April 1 of each year of the contract. 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 Board and Superintendent shall negotiate an increase in this annual salary each year, in a timely manner, which increase shall be granted on July 1, 2007 and each July 1 thereafter.

During the term of this Employment contract, including any extension thereof, the Superintendent shall not be reduced in compensation and / or benefits.

Any adjustment in salary made during the life of this Employment contract shall be in the form of an amendment and shall become part of this Employment Contract, but it shall not be deemed that the Board and the superintendent have entered into a new employment contract.

5. BENEFITS:

A. Vacation/Holidays: The Superintendent shall be granted twenty-two (22) vacation days for each school year, all of which shall be available to the Superintendent on July 1st of each year. He may carry over up to twenty-two (22) unused vacation days from one year to the next. The Superintendent shall be permitted to take vacation days at any time. The Board, through the business office, shall be responsible for maintaining written documentation of the Superintendent's earning and accrued vacation days.

The Superintendent shall be entitled to all holidays granted to any other twelve-month administrator in the District.

B. Personal Leave: The Superintendent shall be granted personal leave in accordance with the provisions of the Cranford Administrators and Supervisors contract in effect at the time of the utilization of the personal leave during the term of this Agreement.

C. Medical and Other Benefits: The Superintendent shall receive medical, health, dental care and vision care benefits as provided to members of the Cranford Administrative and Supervisory Association in accordance with the agreement between the Board of Education of the Township of Cranford and the Cranford Administrative and Supervisory Association.

D. Sick Leave: The Board shall grant the Superintendent fifteen (15) sick days per year. The unused sick days earned in Cranford are cumulative and eligible for reimbursement as set forth in the Agreement between the Board and the Cranford Administrative and Supervisory Association.

E. Membership Fees: The Board shall pay one hundred percent (100%) of the Superintendent's membership fees and / or charges to the American Association of School Administrators, the New Jersey Association of School Administrators, a County Association of School Administrators, the National Association of Supervision and Curriculum Development, New Jersey School Masters and other professional / civic groups at the option of the Superintendent, which the Superintendent deems necessary to maintain and / or improve professional skills.

F. Reimbursable Expenses: The Board shall reimburse the Superintendent for expenses incurred for sustenance within the District in the performance of his duties under this Employment Contract. The Superintendent shall be paid a car allowance:

July 1, 2006	\$500.00 per month
July 1, 2007	\$500.00 per month
July 1, 2008	\$500.00 per month
July 1, 2009	\$500.00 per month

G. Tax Sheltered Annuity: The Board shall contribute Fifteen Thousand Six Hundred Dollars (\$15,600.00) to a Tax Sheltered Annuity on behalf of the Superintendent effective July 1, 2006, for the period July 1, 2006 to June 30, 2007.

H. Disability Leave: The Board shall grant the Superintendent a disability leave equal to One Hundred Eighty (180) work days. This leave shall be in addition to any sick leave earned while Superintendent of Schools in Cranford. This leave shall be available after utilization of all sick days earned in Cranford. This leave shall have no cash value other than its use by the Superintendent after utilization of all sick days earned in Cranford.

6. **SEPARATION FROM SERVICE:**

A. Vacation Days: Upon the Superintendent's separation from employment with the District, the Board will pay all unused, accumulated vacations days earned while an employee of the Board under Section 5A (Benefits-Vacation), above, in accordance with the Cranford Administrators and Supervisors Contract in effect at the time of separation.

B. Payment to Estate: If the superintendent dies before his Employment contract year is completed, payment for his unused, accumulated vacation days shall be made to his estate.

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 his official capacity as agent or employee of the Board, provided the incident arose while the Superintendent was acting within the scope of his employment and, as such, liability coverage is within the authority of the Board to provide under State law. In the event, that the Superintendent is the subject of criminal proceedings brought against him in his official capacity as an agent or employee of the Board, the Board shall not be responsible to defend him or hold him harmless for the costs and expenses incurred in the defense of such criminal charges unless the final disposition of such charges are in favor of the Superintendent.

B. If, in the good faith opinion of the Board, a conflict exists with regard to the defense of any claim between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage legal counsel of his choice at a hourly fee not to exceed the hourly fee charged by counsel to the Board of Education at the time that such special counsel for the Superintendent is engaged. In the event that it shall be necessary to engage special counsel on behalf of the Superintendent, the Board shall be responsible for the reasonable costs of legal defense for the Superintendent as permitted by State law and at the hourly rate stipulated above.

C. The board will provide the Superintendent with professional liability insurance coverage under a policy covering the members of the Board of Education and the Superintendent for errors and omissions. The premium shall be paid by the board.

8. MEDICAL EXAMINATION

The Superintendent shall undergo a physical examination at least once in every year pursuant to N.J.S.A. 18A:16-2 and N.J.S.A. 18A:16-3, the scope of which shall be determined under rules of the State board of Education. Such examination shall be made by a physician or institution of the Superintendent's choosing and the cost thereof, and of all laboratory test and fluoroscopic or x-ray procedures, shall be borne by the Board.

9. BOARD GOALS AND OBJECTIVES

The parties shall meet to establish the Board's goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and be among the criteria by which the Superintendent is evaluated, as hereinafter provided. On or prior to June 15th of each succeeding school year, the parties will meet to establish the Board's goals and objectives for the next succeeding school year, in the same manner, and with the same effect as heretofore described.

10. 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 the 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 Employment contract.

On or before April 1st 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. The Board shall supply the Superintendent with a copy of its written evaluation of him, which shall include areas of commendations and recommendations, and which shall provide direction as to any areas of performance in need of improvement.

In the event that the Board determines 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 recommendations as to the areas of improvement in all instances where the Board deems performance is 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 1st of each year of the Employment Contract, the Superintendent and the Board shall meet to review the evaluation format and to mutually determine the evaluation format to be used the in the subsequent school year.

11. RENEWAL/EXTENSION OF EMPLOYMENT CONTRACT:

Any notice of renewal or extension of this Employment Contract shall be provided by the Board to the Superintendent, as required by law. The Superintendent shall notify the Board within one (1) year and three (3) months of the expiration date of this contract in order to provide time for the Board to review the contract and determine if a renewal will be offered.

The Superintendent shall be deemed re-appointed for another four (4) year term at the conclusion of this Agreement, unless the Board by contract re-appoints him for a different term or notifies him in writing at least one year prior to the expiration date of this Agreement that he will not be re-appointed at the Agreement's conclusion. Any renewal / extension of this Agreement shall be by mutual agreement of the parties and must be set forth in a written agreement signed by the parties.

12. TERMINATION OF EMPLOYMENT CONTRACT: This Employment contract may be terminated by:

A. Mutual agreement of the parties;

B. Disability of the Superintendent: In the event of disability by illness or incapacity, after the Superintendent's sick leave has been exhausted, compensation shall be reinstated after the Superintendent has returned to employment and undertaken the full discharge of his duties. If a question exists concerning the capacity of the Superintendent to return to his 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 and the Superintendent shall mutually agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the Board. The physician shall limit the report to those factors that prohibit the Superintendent from performing his duties.

C. Unilateral termination by the Superintendent; the Superintendent may propose to terminate this Employment Contract upon ninety (90) days written notice to the Board.

13. COMPLETE AGREEMENT:

This Employment Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement to the undersigned parties.

14. SAVINGS CLAUSE:

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

15. CONFLICTS


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

WHEREAS, a duly authorized officer of the Board has approved the terms and conditions of this Employment Contract, and


WHEREAS, the Superintendent has approved the terms and conditions of this Employment Contract, and

WHEREAS, this Employment Contract has been approved by a vote of the Members of the Cranford Township Board of Education at its meeting of June 26, 2006, and has been made a part of the minutes of that meeting.

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



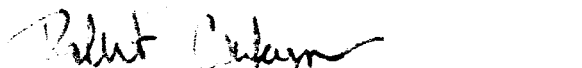
Witness:



DR. LAWRENCE S. FEINSOD
Superintendent

CRAFORD BOARD OF EDUCATION

CRAFORD BOARD OF EDUCATION



ROBERT CARFAGNO, Board Secretary



MARY VENDITTI, Board President