

CONTRACT OF EMPLOYMENT
Between
THE BOARD OF EDUCATION OF THE BOROUGH OF NEW PROVIDENCE
And
DAVID M. MICELI, SUPERINTENDENT OF SCHOOLS

THIS EMPLOYMENT CONTRACT is made and entered into this 29 day of January, 2007 by and between the BOARD OF EDUCATION OF THE BOROUGH OF NEW PROVIDENCE (hereinafter referred to as the "Board"), with offices located at 356 Elkwood Avenue, New Providence, New Jersey, and DAVID M. MICELI, (hereinafter referred to as the "Superintendent").

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 educational program of the schools; and

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

I. **TERM.** The Board hereby employs the Superintendent, and the Superintendent hereby accepts employment as Superintendent of Schools for a term commencing January 29, 2007, and ending June 30, 2011.

II. 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. Responsibilities. The Superintendent shall be the chief executive and administrative officer of the Board and shall have general supervision over all aspects of the district's schools, including fiscal operations and instructional programs, under rules and regulations prescribed by the State Board of Education and shall keep himself informed as to their condition and progress and shall report thereon, from time to time, to and as directed by the Board. The Superintendent shall fully and faithfully perform such other duties as the Board may prescribe, including the responsibilities set forth in the Board's policy entitled, "Duties of Superintendent".

The Superintendent shall have a seat on the Board and the right to speak on all matters at Board meetings, but shall have no vote.

C. Outside Activities. The Superintendent shall devote his full time, effort and energy to the business of the school district. However, he may, on his own time, serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities which are of a short-term duration, and do not interfere with the school district. If any such activity will require the Superintendent's absence from the district for two or more consecutive working days, the Superintendent shall request personal business leave at least five days in advance of the contemplated absence. The request is subject to the Board's approval, which may be conditioned upon the Superintendent taking an unpaid personal business leave for such absence.

The Superintendent shall provide monthly reports to the Board indicating his attendance at, or participation in, any and all out-of-district activities.

III. PROFESSIONAL GROWTH OF SUPERINTENDENT.

A. The Board encourages the continuing professional growth of the Superintendent through his participation in the following:

1. The operations, programs, and other activities conducted or sponsored by local, state and national school administrator and/or school board associations;
2. Seminars and courses offered by public or private educational institutions; and
3. 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.

B. In furtherance of those activities, the Board agrees that the Superintendent:

1. May attend two conferences, programs, or other activities per year sponsored by national professional organizations, as may be approved the Board, with no loss of pay and full reimbursement for registration, tuition and travel expenses, in accordance with Board Policy; and
2. May attend such conferences, institutes, or activities of state professional organizations as may be approved by the Board, with no loss of pay and full reimbursement for registration, tuition and travel expenses, in accordance with Board Policy; and
3. May receive reimbursement of tuition, costs for books, and fees for one college-level course per semester as may be approved by the Board.

IV. COMPENSATION.

A. The Board shall pay the Superintendent an annual base salary of \$158,000 for the period commencing January 29, 2007 and ending June 30, 2007.

B. On July 1, 2007, and annually thereafter, the Board will increase the Superintendent's annual salary by at least 2%, but not more than 5%, as determined by the Board based upon the Superintendent's performance. For the year beginning July 1, 2007, the Superintendent's annual salary shall be increased by 5%. The Board and the Superintendent will meet regarding this matter after the annual evaluation provided for by Article VIII of this contract.

V. BENEFITS.

A. It is understood and agreed that in addition to the benefits set forth specifically hereunder, the benefits provided to the Superintendent shall not be less than those provided to teachers under the Board's agreement with the New Providence Education Association.

B. Vacation.

1. The Superintendent shall be entitled to 25 paid vacation days per year, which shall accrue in accordance with Board Policy. Fifteen of these vacation days must be utilized in each school year, and are not available to be carried over or purchased. By July 1 of each year, the Superintendent must notify the School Business Administrator how many vacation days, up to a maximum of 10 days, he wishes the Board of Education to purchase. The Business Administrator will compute the value of those days, based on a per-diem rate of the current year's base salary divided by 240. The value of those days will be paid ratably over the twelve month period beginning July 1. The Superintendent may use up to 5 vacation days when school is in session.
2. At the time of separation, the Superintendent shall receive payment, in accordance with Board Policy, for all unused accumulated vacation days.

C. Individualized Health Program. During each year of this agreement, the Superintendent shall undergo a physical examination. The Board shall bear the expense of the examination.

The Board shall provide the Superintendent with hospitalization and medical coverage and dental insurance coverage equivalent to that provided to the district's teachers, at the Board's expense.

- D. Membership Fees. The Board shall pay 100% of the Superintendent's membership fees to the American Association of School Administrators, the New Jersey Association of School Administrators, and those other professional group memberships which the Superintendent finds necessary to maintain in order to improve his professional skills as permitted by State law and as approved by the Board in its annual budget.
- E. Sick Leave. The Superintendent will receive 17 sick days per year, of which 15 shall be accumulative, as an employee of the Board. If the Superintendent retires from the district, after at least 20 years of service to the district, he will be compensated for unused accumulated sick leave days earned while in the employ of the Board at the rate of 42.5% of the per diem salary rate at the time of retirement. The Superintendent shall not be paid for unused sick leave if his separation from employment is due to resignation, discharge, or any reason other than retirement.
- F. The Superintendent shall be entitled to five (5) personal days per year, which may be used in accordance with Board policy. These days may not be carried over to future years.
- G. Payment to Estate. If the Superintendent dies before his employment contract year is completed, payment for his accumulated vacation and sick days, as provided in the above subsections, shall be made to his estate.

VI. 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 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 this regard, and further provided that the claim involved action taken by the Superintendent of Schools within the scope of his official responsibilities, the Board will indemnify for both compensatory and punitive damages.

VII. BOARD GOALS AND OBJECTIVES. On or before July 1, the parties shall meet each year to establish the Board's goals and objectives for the next following school year. The goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated, as hereinafter provided.

VIII. EVALUATION.

- A. 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 evaluation shall be based upon the goals and objectives of the

district, the responsibilities of the Superintendent, and such other criteria as the State Board of Education shall by regulation prescribe.

- B. The evaluation procedure shall be completed by April 1 each year and shall consist of a written performance report, a summary conference, and a written plan for professional growth and development. At the Superintendent's written request, the Board will provide copies of any written backup material used in the evaluation process.

The annual written performance report shall be prepared by a majority of the full Board. The report will include, but need not be limited to, performance areas of strength; performance areas needing improvement based upon the job description and evaluation criteria; recommendations for professional growth and development prepared by the Superintendent and the Board; and a summary of available indicators of pupil progress and growth and a statement of how these indicators relate to the effectiveness of the overall program and the performance of the Superintendent.

The annual summary conference shall be conducted by a majority of the full Board and the Superintendent before the annual performance report is placed in the Superintendent's personnel file. The conference will be held in private, unless the Superintendent requests that it be held in public. The conference will include, but need not be limited to, a review of the Superintendent's performance based upon the job description; a review of the Superintendent's progress in achieving and implementing the district's goals and objectives, policies, instructional priorities and State goals and statutory requirements; and a review of available indicators of pupil progress and growth toward the program objectives.

The individual plan for professional growth and development will be developed mutually by the Board and the Superintendent and will be based, in part, upon any needs identified in the evaluation. The plan will be incorporated into the performance report.

The Superintendent shall have the right to supplement the evaluation report with additional performance data within ten working days after the annual summary conference.

- C. The Board will refer to the Superintendent for study and recommendation any criticisms, complaints, and suggestions received by the Board which are deemed to merit consideration with regard to the Superintendent's performance of his duties. The Superintendent shall not be responsible for any suggestion or criticism made by an individual Board member that is not reviewed by the Board or a committee thereof.

IX. RENEWAL OF EMPLOYMENT CONTRACT. At the conclusion of the term of this initial contract, the Superintendent shall be deemed reappointed for another contract term of the same duration as the previous contract unless one of the following occurs:

- A. The parties have mutually agreed to terminate the contract;
- B. The Superintendent gives six months written notice to the Board of his desire not to be reappointed;
- C. The Board gives written notice to the Superintendent at least one year prior to the contract's expiration that he will not be reappointed; or
- D. A new contract is entered into of a different duration than the initial/prior contract.
- E. Discharge for Cause. During the term of this contract, the Superintendent shall not be discharged or reduced in compensation except for inefficiency, incapacity, or conduct unbecoming a Superintendent, or other just cause. The procedure to be followed in such an event is prescribed in N.J.S.A. 18A:6-9 et seq.
- F. Upon mutual consent of both parties to a shorter term of notice.

X. PRE-EXISTING TENURE RIGHTS. Pursuant to N.J.S.A. 18A: 17-20.4, the Superintendent retains all tenure rights accrued in any position which he previously held in the District. The Superintendent shall also continue to accrue seniority in all positions in which he achieved tenure in the District. The Superintendent shall have the right to assert all tenure and seniority rights in the event that the Board does not renew the Superintendent for any reason.

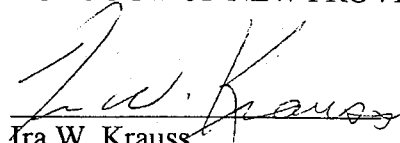
XI. SAVINGS CLAUSE. If, during the term of this employment contract, it is found that a specific clause of the employment contract is illegal under Federal or State law, the remainder of the employment contract not affected by such a ruling shall remain in force.

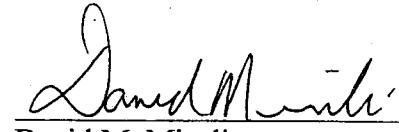
WHEREAS, the Board has approved the terms and conditions of this employment contract and authorized an officer thereof to execute same; and

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

IN WITNESS THEREOF, the parties hereto set their hands and seals to this employment contract effective on the day and year first above written.

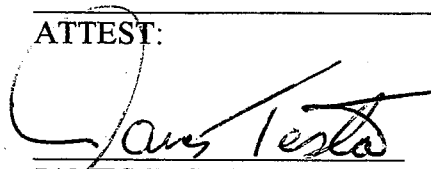
BOARD OF EDUCATION OF THE
BOROUGH OF NEW PROVIDENCE


Ira W. Krauss,
President


David M. Miceli,
Superintendent

WITNESS:

ATTEST:


JAMES TESTA
Board Secretary/Business Administrator