

**EMPLOYMENT CONTRACT BETWEEN  
LOREN D. THOMAS  
AND  
THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL  
DISTRICT AND THE VOCATIONAL SCHOOL DISTRICT OF THE COUNTY  
OF SALEM**

This Employment Contract is made and entered into as of this 1<sup>st</sup> day of July, 2009 by and between the **Board of Education of The Special Services School District and the Vocational School District of the County of Salem** (the “Board”), with principal offices located at 880 Rt. 45, Woodstown, New Jersey 08098, and **Loren D. Thomas** (the “Superintendent”).

**WHEREAS**, the Board and the Superintendent have determined that a written employment contract is necessary to specifically describe their relationship and to serve as the basis of effective communication as they fulfill their governance and administrative functions in the operation of the education programs of the District;

**NOW, THEREFORE**, the Board and Superintendent agree as follows:

**1. Term.**

The Board, in consideration of the promises herein set forth, hereby employs the Superintendent for the Salem County Special Services School District and the Superintendent of the Vocational School District (“the District”) for a term commencing July 1, 2009 and ending June 30, 2012. The Superintendent accepts said employment for the term stated herein, subject to the stipulations and agreements set forth in this Employment Contract.

**2. Superintendent Certification and Responsibilities.**

**A. Certification** The Superintendent shall hold a valid and appropriate certificate as prescribed by the State Board of Education and required by N.J.S.A. 18A:17-17 to act as Superintendent of Schools in the State of New Jersey pursuant to the provision found in N.J.A.C. 6A:23-5.2 et. seq.

**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, including the fiscal operations and instructional programs, and shall arrange the administrative and supervisory staff, including instruction and business affairs, in such manner as best serves the District. The selection, placement, transfer and dismissal of personnel, both instructional and non-instructional, shall occur only upon the recommendation of the Superintendent and with Board approval.

The members of the Board, individually and collectively, will refer to the Superintendent any and all criticism, complaints and suggestions concerning the operation and management of the District that are called to their attention. Any such references shall be discussed by the Board members at a scheduled meeting of the Board and consensus sought to direct the Superintendent to study, recommend and/or take action. The Superintendent shall have the right to contact the Board attorney for legal assistance as the need arises in carrying out his duties.

All duties assigned to the Superintendent by the Board should be appropriate to and consistent with the professional role and responsibilities of the Superintendent and shall be set forth by Board policy and in the Superintendent's job description (attached hereto as Exhibit A), which may be modified by mutual agreement from time to time, consistent with the intent set forth above.

The Superintendent agrees to faithfully perform all of the duties of the District Superintendent as prescribed by the laws of the State of New Jersey, the rules and regulations of the New Jersey State Board of Education and the rules, regulations and policies of the District. The Superintendent shall devote his full time, skills, labor, efforts and attention to performing all of the duties of the Superintendent of the District in accordance with the job description previously adopted by the Board.

### **3. Professional Growth of Superintendent.**

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

- A. programs and other activities conducted or sponsored by local, State and national school administrator and school board associations;
- B. seminars and courses offered by public 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 to attend such meetings and shall reimburse his expenses in accordance with Board policies and N.J.S.A. 18A:11-12 as enacted by P.L. 2007 c.53.

The Superintendent will be permitted to attend both the Spring and Fall NJSBA/NJASA conferences and one major national conference, such as ASCD or AASA, per contract year. The Board will reimburse the Superintendent's expenses in accordance with Board policies and N.J.S.A. 18A:11-12 as enacted by P.L. 2007 C.53.

**4. 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 education agencies, lecture, engage in writing activities or speaking engagements and engage in other activities which are of short-term duration at his discretion. Any such activities which require the Superintendent to be absent from the District for more than one full working day shall be approved in advance by the Board or the Board President.

If the Superintendent chooses to engage in such outside activities on weekends, in the evening, on his vacation or personal time or at any other time when he is not required to be present in the District, he may retain any honorarium paid. Otherwise, any honorarium received shall be turned over to the District.

**5. Professional Liability.**

To the extent permitted by law, the Board agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceeding brought against the Superintendent in his official capacity as agent and employee of the Board, provided the incident arose while the Superintendent was acting within the scope of his employment but excluding criminal litigation. In no event shall this clause be construed to require individual Board members to personally indemnify the Superintendent against such demands, claims, suits, actions or legal proceeding. Further, the Board shall not be required to pay the costs of any legal proceedings in which the Board and Superintendent have adverse interests.

**6. Compensation.**

For the term commencing July 1, 2009 and ending July 1, 2010, the Board shall pay the Superintendent an annual prorated salary of \$149,750.00. The Superintendent shall receive an annual increase of 3%, which shall take effect on July 1 of each succeeding year of the contract. Therefore the salary for each year of this contract shall be as follows:

July 1, 2010 through June 30, 2011	\$154,243.00
July 1, 2011 through June 30, 2012	\$158,871.00

Any renewal will comply with the provisions of the School District Accountability Act, P.L.2007, c.53, N.J.S.A. 18A:11-11.

During the term of this Employment Contract, including any extensions thereof, the compensation, including salary and benefits, of the Superintendent shall not be reduced except as authorized by N.J.S.A. 18A:17-20.2. In no event shall the Superintendent's leaves, medical and/or other insurance and/or any other benefits or non-salary items be less than that provided to any other District employee. Any adjustment of salary made during the term of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract. Upon agreement by both parties, the Superintendent's annual salary may be renegotiated during the term of this Employment Contract in the event that the scope of the

Superintendent's duties and responsibilities are significantly increased during any contract year. Any such renegotiation shall comply with the provisions of the School District Accountability Act, P.L.2007, c.53, N.J.S.A. 18A:11-11.

## **7. Benefits.**

The Board shall provide the Superintendent, as part of his compensation, with the following benefits:

**A. Vacations and Holidays.** The Superintendent shall be granted twenty-two (22) vacation days annually, all of which shall be available to the Superintendent on July 1 of each contract year. The Superintendent, at his option, may carry over up to five unused vacation days from one contract year to the next. Any vacation days carried over will be deemed the first used in the next contract year. Superintendent may take vacation days at any time but may not schedule more than fifteen (15) vacation days consecutively.

The Board, through its business office, shall be responsible for maintaining written documentation of the Superintendent's earned and accrued vacation days.

The Superintendent shall be entitled to the following holidays:

New Year's Eve, New Year's Day, Martin Luther King, Jr's Birthday, Lincoln's Birthday, Washington's Birthday, Good Friday, Easter Monday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve and Christmas Day, or the Friday before or the Monday following Christmas, the day following Christmas or the Monday or Tuesday following Christmas.

**B. Sick Leave.** The Superintendent shall be allowed twelve (12) days sick leave annually. The unused portion of such leave shall be cumulative at the end of each contract year.

**C. Personal Leave.** The Superintendent shall be granted three (3) days of absence during each contract year for personal matters which require his absence during school hours to be used at his discretion. Unused personal days shall convert to accumulated sick leave at the end of each contract year.

**D. Medical Benefits.** The Board shall provide at a minimum and at no cost to the Superintendent, the medical insurance plan, with full family coverage, that is provided to other employees of the District effective on the first day of this Employment Contract. Notwithstanding the provisions of this paragraph, the Superintendent may waive this benefit by providing advance written notice to the Board of such waiver not later than June 1 of each contract year. In the event that the Superintendent timely files the written waiver of medical benefits, 50 percent (50%) of the premiums which would have been paid by the District had the Superintendent elected to retain the medical benefits will be paid over to the Superintendent in consideration of his waiver of said benefits.

**E. Disability Insurance.** The Board shall purchase a disability income policy for the Superintendent that will provide \$3,000.00 monthly income to the Superintendent for the duration of this Employment Contract.

**F. Section 125 (or any successor plan).** A maximum of \$1,100.00 per contract year is available to the Superintendent for the purchase of any medical, dental, prescription or vision coverage, or for any expense not covered in paragraph "D" above, upon submission of receipts indicating payment for such services. In the event that the negotiated agreement for other district staff increases the Blue Bank beyond this amount, that amount shall be available to the Superintendent.

**G. Catastrophic Illness.** The Board will provide up to an additional fifteen (15) days sick leave per contract year for use by the Superintendent in the event a prolonged personal illness or an accident occurs during this Employment Contract. These days will be utilized after all accrued days of sick leave listed under paragraph "B" above have been exhausted.

**H. Professional Expenses.** The Board shall budget for and pay 100 percent (100%) of the Superintendent's membership fees and/or charges to the New Jersey Association of School Administrators, the American Association of School Administrators, the Association for Supervision and Curriculum Development and the Salem County Administrators' Association.

**I. Expenses.** The Board shall reimburse the Superintendent for expenses incurred for lodging and travel in the performance of his duties under this Employment Contract in accordance with Board policies and N.J.S.A. 18A:11-12 as enacted by P.L. 2007 c. 53.

1. In lieu of mileage reimbursement for business travel, the Board shall pay the Superintendent an annual automobile allowance, to be determined annually at the July Board of Education meeting; the annual allowance shall not exceed \$7,000.00.
2. The Board shall provide a cell phone to the Superintendent for use for district business or pay to the Superintendent an annual reimbursement equal to one half of the basic monthly cell phone charge, not to exceed \$100. per month.

**J. Tuition Reimbursement.** The Board shall reimburse the Superintendent for registration fees, tuition expenses and textbooks for graduate school coursework up to \$2,500.00 per contract year. The Superintendent shall follow Board policy in supplying the necessary documents when seeking reimbursement for these expenses.

**8. Separation from Service.**

The Superintendent shall receive the following, as part of his compensation, upon his separation from employment with the District:

**Sick and Vacation Days.** Upon the Superintendent's retirement from the district to immediately collect a pension, accumulated unused sick days will be reimbursed at the per diem rate of the Superintendent's final annual salary. Such payment shall not exceed \$15,000.00. Upon the Superintendent's separation from

employment with the District, the board will pay all unused vacation days at the per diem rate of the Superintendent's final annual salary. The Superintendent's per diem rate shall be calculated as 1/260 of his then-current annual salary. Only days accrued during the employment by the Board may be used to determine the amount.

**A. Payment to Estate.** If the Superintendent dies before the term of this Employment Contract is completed, payment for unused, accumulated vacation days shall be made to his estate.

**9. Board Goals and Objectives.**

Within 90 days of the execution of this Employment Contract, the parties shall meet to establish the Board's goals and objectives for the current 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 contract 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 each contract year. Each evaluation shall be in writing. The annual evaluation shall be based upon the goals and objectives of the Board, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent (attached hereto as Exhibit A) 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 after execution of this Employment 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 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 shall provide direction as to any 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 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 1 of each year of this Employment Contract, the Superintendent and the Board shall meet to review the evaluation format and to mutually determine the evaluation format to be used in the subsequent contract year.

#### **11. Termination of Employment Contract**

This Employment Contract may be terminated:

- A. by mutual agreement of the parties;
- B. by the Superintendent, upon 60 days advance written notice to the Board;
- C. by the Board, upon a minimum of ninety days advance written notice of the Board's intent not to renew this Employment Contract in accordance with 18A: 17-20.1.
- D. for cause in accordance with the provisions of N.J.S.A. 18A:17-20.2; or
- E. in the event that the certificate of the Superintendent is revoked, this Employment Contract is null and void as of the date of said revocation pursuant to N.J.S.A. 18A:17-15.1.

#### **12. Complete Agreement.**

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

#### **13. Conflicts.**

In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of Board policies or any State or federal law, unless otherwise prohibited by law, the terms of the Employment Contract shall take precedence during the term of this Employment Contract.

#### **14. Savings Clause.**

If, during the term of this Employment Contract, it is determined that a specific clause of the Employment Contract is illegal under federal or State law, the remainder of this Employment Contract will not be affected by such ruling and shall remain in full force and effect.

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

Attest:

**THE SPECIAL SERVICES SCHOOL  
DISTRICT AND THE VOCATIONAL  
SCHOOL DISTRICT OF THE COUNTY  
OF SALEM**

\_\_\_\_\_  
Board Secretary

By: \_\_\_\_\_  
Board President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Loren D. Thomas, Superintendent