

CONTRACT OF EMPLOYMENT

This Contract is made the 6th day of June, 2011, between
THE MOUNTAIN LAKES BOARD OF EDUCATION,

(hereinafter “the Board”), with offices located at
400 Boulevard, Mountain Lakes, New Jersey 07046

and

Dr. Anne Mucci (hereinafter “the Superintendent”).

PREAMBLE

WITNESSETH

WHEREAS, the Board desires to employ the Superintendent to serve as the chief school administrator 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, in consideration of the following mutual promises and obligations, the parties agree as follows:

ARTICLE I

EMPLOYMENT

The Board hereby agrees to employ Anne Mucci as Superintendent of Schools for the period of July 1, 2011 (or as soon as practicable thereafter), through 12:01 a.m. on July 1, 2014. The parties acknowledge that this Contract must be approved by the Executive County Superintendent for Morris County in accordance with applicable law and regulation prior to approval by the Board.

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 postsecondary 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, existing Board policies and 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 the Contract and attached as Exhibit A.

B. To devote the Superintendent's full time, skills, labor, and attention to this employment during the term of this Contract. The Superintendent shall notify the Board President in the event she 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 her to work long and irregular hours, and occasionally may require that she attend to district business outside of the district.

C. 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. However, the Board shall not assign to the Superintendent the duties or responsibilities of another position or job title unless the parties are able legally to negotiate additional compensation commensurate with the duties or responsibilities to be assigned. Any such change in compensation shall be subject to the review and approval of the Executive County Superintendent for Morris County. 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 the Employment Contract shall be in the form of an amendment, with Executive County Superintendent approval and after a public meeting, and shall become part of the 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 pay the Superintendent an annual salary of one hundred fifty-five thousand dollars (\$155,000.00) plus a high school salary increment of two thousand five hundred dollars (\$2,500.00) for a total of one hundred fifty-seven thousand five hundred dollars (\$157,500.00) throughout the duration of the Employment Contract. The annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

2. Merit Bonuses. Merit bonuses may be provided to the Superintendent based on the Superintendent's achievement of certain qualitative and quantitative criteria. The Superintendent will be eligible to receive up to three (3) quantitative merit bonuses and (2) qualitative merit bonuses annually. The Superintendent shall be entitled to receive such merit bonuses commencing at the end of the 2011-2012 school year. The Superintendent will be eligible to receive a merit bonus equivalent to 3.33% of her annual salary for each quantitative merit criterion achieved and 2.5% of her annual salary for each qualitative merit criterion achieved. Merit bonuses shall not be cumulative and shall be payable in a lump sum at the end of each school year upon the achievement of each quantitative or qualitative merit criterion.

By no later than August 1, 2011, and then by June 30 of each following school year, the Board shall establish written criteria for determining each merit bonus to be applicable to the upcoming school year and shall submit such criteria to the Executive County Superintendent for Morris County review and approval. The Executive County Superintendent shall approve or disapprove the selection of quantitative merit and/or

qualitative merit criteria and the data that form the basis of measuring the achievement of such criteria prior to adoption by the Board. Both parties will discuss a draft of the criteria prior to submission to the Executive County Superintendent for review.

Prior to the payment of any merit bonus, the Board shall submit a resolution to the Executive County Superintendent certifying that a quantitative and/or qualitative merit criterion has been satisfied and shall await a confirmation of the satisfaction of such criterion from the Executive County Superintendent prior to payment of same.

3. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight July 1, 2014 unless the parties have agreed to a contract extension. The terms of the extension will govern all increases to take effect after July 1, 2014.

4. Salary Reduction Annuity. Pursuant to N.J.S.A. 18A:66-127 and -128, upon commencing employment, the Superintendent shall be permitted to reduce her salary for purposes of obtaining the benefits afforded under Section 403(b) and/or Section 457 of the Federal Internal Revenue Code. The salary amount reduced shall be used by the Board to purchase an annuity and/or invest in a custodial account as selected by the Superintendent. The amount of the salary reduced shall be consistent with the amounts permitted by law.

B. Sick Leave: The Superintendent shall receive 18 sick days annually. The first twelve (12) days of sick leave each year shall, to the extent not used, accumulate for use by the Superintendent in future years as may be needed. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. Upon the Superintendent's retirement, the Board shall pay her for unused accumulated sick days at a per diem rate of 1/260th of her final annual salary, subject to a maximum payment of \$15,000.00. Any such payment shall be made within thirty (30) days of the Superintendent's date of retirement, if

the Superintendent is still employed by the district at retirement. Accumulated unused sick leave compensation shall not be paid to the Superintendent's estate or beneficiaries in the event of death prior to retirement. Currently, the Superintendent has accrued 78 sick days, which will continue to be honored by the Board.

C. Professional Membership: The Superintendent shall be entitled to membership, at the Board's expense for professional dues in the NJASA, AASA, and Morris County ASA professional associations. The Superintendent also shall be entitled to reimbursement for expenses incurred attending the NJSBA Fall Conference and the NJASA Spring Conference in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations (*N.J.S.A. 18A:11-12* and *N.J.A.C. 6A:23A-7, et seq.*). Such reimbursement shall comply with all applicable provisions of state statutory and regulatory provisions and guidance, and with board policy.

D. Health Benefits: The Board shall provide the Superintendent with the same individual or family health benefits coverage offered to all other certificated staff members. The Superintendent shall contribute 1.5% of her annual salary for all such coverage payable through payroll deduction.

E. Vacation Leave:

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

2. The Superintendent shall take her 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 should attempt to take no less

than two (2) weeks of vacation leave when school is not in session. 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 her full vacation allotment each year; however, if the Superintendent is unable to take her full vacation allotment in a given year due to business demands, the Superintendent may carry over not more than 10 vacation days from year-to-year. All days carried over must be used in the next year, or those days not taken will be forfeited.

4. Upon the Superintendent's separation from employment, the Board shall pay the Superintendent for her unused, accrued vacation days at the per diem rate of 1/260th of her final annual salary. Any such payment shall be made within 30 days of the Superintendent's last day of employment. In the event of the Superintendent's death, payment shall be made to her estate.

F. Holidays: The Superintendent shall be entitled to the following holidays: July 4th, Labor Day, Rosh Hashanah and/or Yom Kippur, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, President's Day, Good Friday, and Memorial Day. All holidays are subject to the school calendar.

G. Personal Days: The Superintendent shall be entitled to 3 personal days of paid leave each school year to attend to personal business during the school day. 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.

H. Bereavement Leave: The Superintendent shall be entitled to 5 bereavement days per school year for the death of a relative (as that term is defined in *N.J.A.C. 6A:23A-1.2*). Such days shall be non-cumulative.

I. Family Illness Leave: The Superintendent shall be entitled to 5 family illness days per school year. Such days shall be non-cumulative.

J. Mileage: The Superintendent shall be reimbursed for actual mileage when using her personal vehicle for Board business as annually established by the Annual Appropriations Act or the New Jersey Office of Management and Budget. Automobile mileage shall be reimbursed at the rate of \$.31/mile or the rate established by the Office of Management and Budget, whichever is higher. Reimbursement for the use of a personal vehicle shall be tendered only upon proof of compliance with applicable regulations. The Superintendent shall be reimbursed for necessary food and travel expenses consistent with *N.J.A.C. 6A:23A-7.1, et seq.*

K. Leave: The Superintendent shall be responsible for notifying the Board Secretary in advance, or immediately upon her return to the district in the event of an unplanned absence, each time any leave is taken. The Superintendent and Board President shall periodically review the Superintendent's attendance record to assure correctness.

L. Technology: In light of her responsibilities as the Superintendent, the Board shall provide the Superintendent with a cellphone and a laptop computer. The Superintendent shall be allowed incidental personal use of the cellphone.

M. Professional Growth of Superintendent: The Board encourages the continuing professional growth of the Superintendent. In light of her responsibilities as the Superintendent, upon pre-approval by the Board, the Board shall pay and/or reimburse the Superintendent up to two thousand five hundred dollars (\$2,500.00) per school year in tuition costs for all graduate and doctoral courses taken at an accredited institution of her choosing leading to an advanced degree. The Superintendent shall follow Board policy and other applicable law in supplying the necessary documentation when seeking reimbursement.

ARTICLE V

ANNUAL EVALUATION

The Board shall evaluate the performance of the Superintendent at least once a year in accordance with statutes, regulations and Board policy relating to Superintendent evaluation.

Each annual evaluation shall be in writing and shall represent a consensus of the Board. Prior to final action by the Board in closed session, a 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, and such other criteria as the State Board of Education shall by regulation prescribe. The final draft of the annual evaluation shall be adopted by the Board in April prior to the annual school district elections. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.

ARTICLE VI

TERMINATION OF EMPLOYMENT CONTRACT

A. This Contract shall terminate and the Superintendent's employment will cease, under any one of the following circumstances:

1. 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*;

2. forfeiture under *N.J.S.A. 2C:51-2*;

3. mutual agreement of the parties;

4. notification in writing by the Board to the Superintendent, by January 31, 2014 of the Board's intent not to renew this Contract; or

5. material misrepresentation of employment history, educational and/or professional credentials relating to her position as a certificated educator, or of her criminal background.

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 her 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 90 calendar days written notice to the Board, filed with the Board Secretary, of her 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 her duties in accordance with *N.J.S.A.* 18A:27-9, so long as it continues to pay her 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*.

ARTICLE VII

RENEWAL - NON RENEWAL

This Employment Contract shall automatically renew for a term of three years, expiring July 1, 2017, unless either 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 prior to January 31, 2014 that she will not be reappointed at the end of the current term, in which case her employment shall cease upon the expiration 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 such written agreement is subject to the review and approval of the Executive County Superintendent of Morris County prior to Board approval.

ARTICLE IX

SAVINGS AND CONFLICTS 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.

In the event of any conflict between the terms, conditions and provisions of this 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 Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the contract.

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

Anne Mucci
Anne Mucci

Date: 6/13/11

WITNESS:

Jan M. Halsey

**MOUNTAIN LAKES BOARD OF
EDUCATION**

Diane Burch
By: Diane Burch, Board President

Date: 6/13/11

WITNESS:

Daniel A. Borgo
Daniel A. Borgo, Business
Administrator/Board Secretary