

**EMPLOYMENT CONTRACT BETWEEN  
THE WASHINGTON TOWNSHIP BOARD OF  
EDUCATION  
AND JOSEPH BOLLENDORF,  
SUPERINTENDENT**

**THIS EMPLOYMENT CONTRACT** (hereinafter the "Contract") is made and entered into this 30<sup>th</sup> day of March, 2021, by and between the **Washington Township Board of Education**, with offices located at 206 East Holly Avenue, Sewell, New Jersey 08080 (hereinafter the "Board") and **Mr. Joseph Bollendorf** (hereinafter the "Superintendent").

**WHEREAS**, the Board desires to provide the Superintendent with a written Contract in order to enhance administrative stability and continuity within the Washington Township School District ("District"), which the Board believes generally improves the quality of its overall educational program; and

**WHEREAS**, the Board and the Superintendent believe that a written Contract is necessary to describe specifically their relationship and to serve as the basis of effective communications between them as they fulfill their governance and administrative functions in the operation of the educational program of the District;

**NOW, THEREFORE**, the Board and the Superintendent, for the consideration herein specified, set forth the following mutual covenants and agreements:

**ARTICLE 1**  
**TERM**

The Board, in consideration of the promises of the Superintendent set forth below, hereby employs, and the Superintendent hereby accepts employment, for a period commencing on July 1, 2019 and expiring at midnight on June 30, 2022. The parties acknowledge that this Contract must be approved by the Executive County Superintendent in accordance with applicable law and regulation.

**ARTICLE 2**  
**CERTIFICATION**

At all times while serving pursuant to this Contract, the Superintendent shall possess the required certification(s) and endorsement(s) for the position of Superintendent issued by the New Jersey State Board of Examiners, and shall ensure that said certificate(s) and endorsement(s) are now and shall remain in full force and effect throughout the term of this Contract. Pursuant to N.J.S.A. 18A:17-15.1 and N.J.A.C. 6A:23A-3.1(e)15, in the event that a certification(s) and/or endorsement(s) of the Superintendent is revoked, this Contract shall become null and void as of the date of the revocation.

**ARTICLE 3**  
**RESPONSIBILITIES/DUTIES**

In consideration of the employment, salary and fringe benefits established herein, the Superintendent agrees to the following:

- A. To faithfully and diligently fulfill the responsibilities and obligation of a Superintendent pursuant to the laws of the State of New Jersey, rules and regulations adopted by the State Board of Education, and observe and enforce the rules and policies prescribed by and for the Board. The Superintendent shall be

the chief executive 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 the instructional and business affairs, in a manner which, in his judgment, best serves the District. The selection, placement, transfer, renewal and dismissal of personnel, both instructional and non-instructional shall occur only upon the recommendation of the Superintendent, subject to Board approval, and the non-renewal of personnel shall occur upon the Superintendent's notification to the Board.

B. To devote his time, skills, attention, and energy to the business of the District during the entire term of this Contract; and except as otherwise provided herein, further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without written permission of and prior notice to the Board. Any stipends honorariums and/or other compensation must be paid to the Board if conducted during regularly scheduled work days/hours, unless vacation or personal days are used. 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 the 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. The Superintendent is expected to be in the District during normal regular administration office hours.

C. The members of the Board, individually and collectively, will refer to the Superintendent any and all criticisms, complaints and suggestions concerning the operation and management of the District called to their attention. Any such references shall be discussed by the Board members at a scheduled meeting of the Board and a 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.

D. To assume responsibility for the administration of the affairs of the 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.

E. 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, which shall be provided to the Superintendent no later than forty-eight (48) hours before the Board meeting, 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 District.

F. 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 District.

G. 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, provided such duties are consistent with applicable statutes and regulations. 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 4**  
**COMPENSATION**

A. Salary

The Board shall pay the Superintendent an annual salary of One Hundred Eighty-Six Thousand Two Hundred Eighty-Six Dollars (\$186,286.00) for the 2019-2020 school year; One Hundred Ninety Thousand Four Hundred Seventy-Seven Dollars (\$190,477.00) for the 2020-2021 school year, and One Hundred Ninety Five Thousand Two Hundred Thirty-Nine Dollars (\$195,239) for the 2021-2022 school year.

B. Longevity

The Board shall pay the Superintendent \$4,000 for each of the 2019-2020, 2020-2021 and 2021-2022 school years for longevity payments in recognition of his years of service in the District.

C. No Reduction in Salary/Compensation

During the term of this Contract, including any extension hereof, the Superintendent shall not be reduced in compensation and/or benefits except as otherwise provided by law.

D. Salary Schedule

The Superintendent shall be paid in accordance with the schedule of salary payments in effect for other certified employees in the District.

**ARTICLE 5**  
**BENEFITS**

A. Sick Leave

The Superintendent shall receive twelve (12) sick leave days annually. Sick leave is defined as the absence from the Superintendent's post of duty because of personal disability due to illness, injury, or other medical/dental reasons, or because the Superintendent has been excluded from school by the school's medical authorities on account of a contagious disease or because of being quarantined for such a disease. Unused sick leave days shall be cumulative from year to year in accordance with the provisions of Title 18A.

Pursuant to N.J.S.A. 18A:30-3.2, as of June 30, 2019 the Superintendent shall be credited with 233.5 accumulated but unused sick days from his previous service within the District.

Upon retirement and notice to the Board, the Superintendent shall be eligible to receive compensation for accumulated but unused sick leave days pursuant to N.J.S.A. 18A:30-3.5 and N.J.A.C. 6A:23A-3.1(e)(8). As of June 8, 2007, the Superintendent had accrued 106.5 sick days. Upon retirement, the Superintendent will be eligible to receive up to \$30,000, which is derived from the following: Under the Washington Township Principals Association Agreement effective on June 8, 2017, the payout for unused sick leave was capped at \$30,000, which is the greater of: 1) the value of such unused accrued sick days as of June 8, 2007 pursuant to the applicable collective bargaining agreement;

or 2) \$15,000. Compensation for accumulated but unused sick leave days shall be calculated at the per diem rate of 1/260th of the Superintendent's salary at the time of retirement. The Board shall make any payment hereunder to the Superintendent within sixty (60) days of his last day of employment, unless otherwise agreed upon by the parties.

Compensation for accumulated but unused sick leave shall be payable only at the time of retirement from a state or locally administered retirement system, and shall be based on accrued, but unused sick leave credited on the date of retirement. Accumulated but unused sick leave compensation shall not be paid to the Superintendent's estate or beneficiaries in the event of his death prior to retirement.

B. Vacation Leave

The Superintendent shall receive twenty-five (25) vacation days for each school year of this Contract, available July 1. 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 its smooth and efficient operation. The Superintendent shall document the use of accrued vacation days with the Board Secretary. The Board encourages the Superintendent to take his full vacation allotment each year. However, not more than twenty-five (25) vacation days may be carried over from one school year to the next. All days carried over must be used in the next year. Those days not taken or used will be forfeited.

Upon separation of employment or retirement, payment for accumulated but unused vacation days shall be made in accordance with N.J.S.A. 18A:30-9 and N.J.A.C. 6A:23A-3.1(e)(9), and calculated at the per diem rate of 1/260th of the Superintendent's

final salary. Accumulated but unused vacation leave compensation shall be paid to the Superintendent's estate or beneficiaries in the event of his death. The Board shall make any payment hereunder to the Superintendent within sixty (60) days of his last day of employment.

C. Temporary Leave of Absence

The Superintendent shall receive five (5) personal days per school year for the conduct of personal business of the Superintendent. Any unused personal leave shall convert to accumulated sick leave days to the maximum extent permitted by law but will not be subject to reimbursement at retirement.

The Superintendent shall be eligible for up to five (5) days leave for a death in the immediate family (spouse, civil union partner, parent, step-parent, parent-in-law, child, step-child, grandchild, brother/sister and step-brother/sister). The first three (3) days of such leave shall be granted with pay. The Board shall have discretion in determining whether such fourth or fifth day shall be with pay. One (1) bereavement day with pay will be granted for extended family members (brother-in-law, sister-in-law, aunt, uncle, niece, nephew, daughter-in-law, son-in-law and grandparent) and for any individual in which the Superintendent stands *in-loco-parentis*.

D. Health, Dental and Prescription Benefits

Pursuant to applicable law and regulation, the employee shall contribute an amount toward payment of premiums. Also, with respect to employer contributions, for SHBP employers, the cost of coverage is the cost of medical and prescription coverage. For non-SHBP employers, the cost of coverage includes all health care benefits (medical, prescription, dental, vision, etc.).



E. Job-Related Expenses

The Superintendent shall receive a monthly travel allowance of \$300.

F. Cellular Phone and Laptop Computer

The Board shall provide the Superintendent with a Board-owned laptop computer. The Board agrees to pay one hundred percent (100%) of the cost associated with the Board-owned laptop computer and its maintenance. Upon retirement or termination of this Contract, the Superintendent shall return the Board-owned laptop computer to the Board.

The Board shall reimburse the Superintendent for the monthly cost of his cellular phone plan up to \$125 per month.

G. Professional Development

The Board shall pay for the Superintendent's membership in the New Jersey Association of School Administrators ("NJASA") and the American Association of School Administrators ("AASA"). The Superintendent shall also represent the Board at the annual NJASA, New Jersey School Boards Association ("NJSBA"), and NJASA TechSPO conferences. All costs of attendance at these annual conferences, including travel expenses, exclusive of mileage reimbursement for a personal vehicle, food, lodging and registration fees shall be previously approved and paid by the Board in accordance with all applicable laws and administrative regulations, as well as any Board policy and/or regulations governing same. The Board shall also pay the Superintendent's dues for membership in the Gloucester County Administrators Association/County Roundtable and Association for Supervision and Curriculum Development ("ASCD").

The Superintendent may also represent the Board at three (3) national conferences (one in each school year of the Contract) which the Board and the Superintendent believe

are necessary to maintain and/or improve the Superintendent's professional skills. All costs of attendance at these three (3) national conferences, including travel expenses, food, lodging and registration fees may be previously approved and reimbursed by the Board in accordance with New Jersey Statutes and Regulations, and in accordance with Circulars published by the New Jersey Department of Education Office of Management and Budget (or any other applicable directive), as well as any Board policy and/or regulations governing same.

The Board shall pay for all costs associated with membership in the local Rotary and Chamber of Commerce.

#### **ARTICLE 6** **ANNUAL EVALUATION**

The Board shall evaluate the performance of the Superintendent consistent with N.J.A.C. 6A:10-8.1. The Superintendent shall evaluate the Board in its policy-making role in the District. It shall be the Board's responsibility to ensure completion of the annual evaluation of the Superintendent. The evaluation format shall be developed and approved jointly by the Board and Superintendent within sixty (60) days of the execution of this Contract. On or before June 1 of each year of this Contract, the parties shall meet to review and mutually agree upon the evaluation format and to additionally determine the format in the subsequent year.

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.

**ARTICLE 7**  
**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. 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 8**  
**INDEMNIFICATION**

In accordance with N.J.S.A. 18A:16-6, the Board shall defend, save and hold the Superintendent harmless from any and all demands, claims, suits, actions, legal proceedings or omissions arising out of and in the course of the performance of his duties. The Board agrees to arrange for and maintain insurance to cover such claims in accordance with applicable law. If in the opinion of the Solicitor, 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 costs of his legal defense at an hourly rate not to exceed that paid to the Board's Solicitor.

After the termination of this Contract, in the event the Superintendent is required to appear for any legal proceeding related to his role as Superintendent, he will be compensated at his per diem rate based on his 2021-2022 salary.

**ARTICLE 9**  
**TERMINATION OF EMPLOYMENT CONTRACT**

A. This Contract shall terminate, the Superintendent's employment will cease, and no compensation shall thereafter be paid, under any one of the following circumstances:

1. Failure to possess/obtain proper certification(s);
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. Appropriate notification in writing by the Board to the Superintendent on or before April 1, 2022 of the Board's intent not to renew this Contract;
6. Material misrepresentation of employment history, education and professional credentials, and/or criminal background; or
7. Proceedings under N.J.S.A. 18A:17-20.2.

B. 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.

C. 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.

D. The Superintendent may terminate this 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 his annual salary compensation during the term of this Contract, except as authorized by 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, as long as it continues to pay his annual salary and benefits for the duration of the term. Any early termination must comply with the provisions of P.L.2007, c, 53, The School District Accountability Act.

**ARTICLE 10**  
**COMPLETE AGREEMENT**

This Contract embodies the entire agreement between the parties hereto, and supersedes any prior or contemporaneous agreement, representation or understanding, whether written or oral, between the parties related to that

employment. This Contract may not be modified except by written instrument executed by all the parties hereto.

**ARTICLE 11**  
**CONFLICTS**

In the event of any conflict between the terms, conditions and provisions of this Contract and the provision of Board policies, then, unless otherwise prohibited by law, the terms of this Contract shall supersede the provisions of the Board policies.

**ARTICLE 12**  
**SAVING 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, then the remainder of the Contract not affected by such a ruling shall remain in force.

[Signature lines follow]

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

**BY THE SUPERINTENDENT:**

\_\_\_\_\_  
Joseph Bollendorf, Superintendent Date

**BY THE WASHINGTON TOWNSHIP BOARD OF EDUCATION:**

\_\_\_\_\_  
Julie Kozempel, President Date

\_\_\_\_\_  
Janine Wechter, Board Secretary Date