



State of New Jersey

Department of Education

Salem County Office
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PHIL MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

LAMONT O. REPOLLETE, Ed.D
Acting Commissioner

MARGARET J. NICOLosi
Interim Executive County Superintendent

April 23, 2018

Ms. Katherine Bodine, President
Pennsville Public School District
30 Church Street
Pennsville, NJ 08070

Dear Ms. Bodine:

I have reviewed the employment contract for Dr. Michael Brodzik, Superintendent, in accordance with N.J.S.A. 18A:7-8 (j) and to determine compliance with the standards as adopted by the Commissioner of Education at N.J.A.C. 6A:23A-3.1(a). Based upon my review, I have determined that those provisions of the contract subject to my review pursuant to N.J.A.C. 6A:23A-3.1(a) are in compliance with applicable laws and regulations.

Once the Board has approved this contract, please submit a **signed copy** to me for our files.

Very truly yours,

A handwritten signature in cursive script that reads "Margaret J. Nicolosi".

Margaret J. Nicolosi
Interim Executive Regional Superintendent

MJN/jh

c: Dr. Michael Brodzik, School Administrator
Mr. Richard Davidson, School Business Administrator

Contract of Employment Superintendent of Schools

Pennsville Township Board of Education

THIS CONTRACT OF EMPLOYMENT (hereinafter the “Contract”), made this _____ day of April, 2018, between **THE BOARD OF EDUCATION OF PENNSVILLE TOWNSHIP** in Salem County (hereinafter “the Board”) with offices located at 30 Church Street, Pennsville, New Jersey 08070 and **DR. MICHAEL C. BRODZIK**, residing in the State of New Jersey (hereinafter “the Superintendent” or “Dr. Brodzik”).

PREAMBLE

WITNESSETH

THIS EMPLOYMENT CONTRACT replaces and supersedes all prior Employment Contracts between the parties hereto. Signature of this Contract constitutes assent to a rescission of any and all prior contracts, as well as agreement to the terms herein, as of the effective date of this Contract;

WHEREAS, Dr. Brodzik served as the Board’s Superintendent continuously since July 1, 2012 and has fulfilled his initial employment contract to serve as the Board’s Superintendent;

WHEREAS, the Board desires to continue to employ the Superintendent as the Chief Education Officer of the Pennsville Township School District (hereinafter the “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 Dr. Brodzik as Superintendent of Schools for the period of July 1, 2018 through 11:59 p.m. June 30, 2023. The parties acknowledge that this Contract must be approved by the Interim Executive County Superintendent for Salem County in accordance with applicable law and regulation. During the period between the remainder of the 2017-2018 school year and the date of this contract, Dr. Brodzik shall remain in his current position as Superintendent of Schools at his current salary.

ARTICLE II **CERTIFICATION**

The parties acknowledge that the Superintendent currently possesses the appropriate New Jersey administrative certification(s) and school administrator endorsement(s) as issued by the New Jersey State Board of Examiners, as located in his personnel file.

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 has official course transcripts for all earned postsecondary degrees, all of which are located in his personnel file.

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 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 this Contract and is located in his personnel file.

B. To devote the Superintendent's full time, skills, labor, and attention to this employment during the term of this Contract; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without written permission of the Board. Should the Superintendent choose to engage in such outside activities on weekends, on his vacation time, or at other times when he is not required to be present in the District, he shall retain any honoraria paid. 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 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.

C. To assume the responsibilities for the selection, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable Board policies and directives. The

Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with *N.J.S.A. 18A:27-4.1*.

D. To non-renew personnel pursuant to *N.J.S.A. 18A:27-4.1*, and to provide a written statement of reasons for non-renewal upon proper request to the employee.

E. To study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, shall refer to him. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out his duties.

F. 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.

G. 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 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.

H. 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.

I. 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, and where he is uncertain as to the interpretation of same, he shall be permitted to seek and rely upon the advice of the Board Attorney.

ARTICLE IV **SALARY AND BENEFITS**

Any adjustment in annual salary made during the life of this Contract shall be in the form of an amendment and shall become part of this Contract, but it shall not be deemed that the Board and the Superintendent have entered into a new employment contract. The Board shall not renegotiate, extend, amend or otherwise alter the terms of this Contract unless notice is provided pursuant to N.J.S.A. 18A:11-11.

1. Salary. The Board shall provide the following salary as part of the Superintendent's compensation:

a. Annual Salary. The Board shall pay the Superintendent an annual salary of One Hundred Forty-Seven Thousand Eight Hundred and Fifty-Seven Dollars (\$147,857) for the 2018-2019 school year, which represents a 2.0 % raise over the Superintendent's base salary for the 2017-2018 school year; One Hundred Fifty Thousand Eight Hundred and Fifteen Dollars (\$150,815) for the 2019-2020 school year, which represents a 2.0 % raise over the Superintendent's base salary for the 2018-2019 school year; One Hundred Fifty-Three Thousand Nine Hundred and Eighty-One Dollars (\$153,981) for the 2020-2021 school year, which represents a 2.1% raise over the Superintendent's base salary for the 2019-2020 school year; One Hundred Fifty-Seven Thousand Two Hundred and Fifteen Dollars (\$157,215) for the 2021-2022 school year, which represents a 2.1% raise over the Superintendent's base salary for the 2020-2021 school year; and One Hundred Sixty Thousand Five Hundred and Seventeen Dollars for the 2022-2023 school year, which represents a 2.1% raise over the Superintendent's base salary for the

2021-2022 school year. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

b. In the event that the New Jersey Department of Education's Accountability Regulations – in particular the salary cap compensation limits set forth in N.J.A.C. 6A:23A-1.2 – are materially revised, repealed and/or expire, the Parties agree to re-open the compensation provisions of this Employment Contract and discuss the possibility of revising the salary language consistent with then-current laws and regulations. Such discussions shall be conducted in good faith by both parties, but shall not be a guarantee of increased compensation. In the event of a salary adjustment resulting from such discussions, any such salary increase shall be reflected in an addendum to this contract and shall be subject to the approval of the Executive County Superintendent for Salem County.

2. Merit Increases. The Superintendent may receive a merit bonus in addition to his annual base salary. The merit bonus will be based upon his/her achievement of quantitative merit criteria and/or qualitative merit criteria. The Board and Superintendent shall select up to three (3) quantitative merit criteria and up to two (2) qualitative merit criteria per contract year. The Executive County Superintendent shall approve or disapprove the selection of quantitative merit and/or qualitative merit criteria and the data that forms the basis of measuring the achievement of quantitative merit and/or qualitative merit criteria. The Superintendent shall receive a merit bonus in amount up to 3.33% of his annual base salary for each quantitative merit criterion achieved, and/or a merit bonus in amount of up to 2.5% of annual base salary for each qualitative merit criterion achieved. The Board shall submit a resolution to the Executive County Superintendent certifying that the quantitative merit and/or qualitative merit criterion have been satisfied and shall await a confirmation of the satisfaction of that criterion from the Executive County Superintendent prior to payment of the merit bonus.

3. No salary increase of any kind will take effect on July 1, 2023 unless the parties have agreed to a contract extension, and that extension has been approved by the Executive County Superintendent. The terms of the extension will govern all increases to take effect after July 1, 2023. Any renewal, extension, or modification of this Contract shall comply with the notice provisions of N.J.S.A. 18A:11-11 and N.J.A.C. 6A:23A-3.1, *et seq*, as they exist as of the effective date of this Contract.

4. No Reduction in Salary/Compensation. During the term of this Employment Contract, including any extension hereof, the Superintendent shall not be reduced in compensation and/or benefits except as otherwise provided by law.

5. Sick Leave. The Superintendent shall receive fifteen (15) sick days annually. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. In the event that the Superintendent retires from the District, any unused and accumulated sick days will be reimbursed at a ratio of one (1) for every five (5) days, and will be reimbursed at the per diem rate of $1/260^{\text{th}}$ of the Superintendent's annual salary at the time of retirement. Any payments for unused and accumulated sick leave days shall be consistent with the provisions in *N.J.S.A.* 18A:30-3.5, and are capped at the sum of Fifteen Thousand Dollars (\$15,000), and, as noted above, are conditioned on the Superintendent being employed by the Board as of the date of his 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.

6. Professional Membership. The Board shall pay for the Superintendent's memberships in the following professional associations: the American Association of School Administrators, the New Jersey Association of School Administrators, the Salem County Administrators Association/County Roundtable, and other professional/civic organizations deemed necessary by the Superintendent and the Board to maintain and/or improve the Superintendent's professional skills. The Superintendent also shall be entitled to reimbursement

for expenses incurred for attendance at professional conferences up to Board Approved Amount, and similar expenses which he may incur while discharging the duties of Superintendent 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-7.1*, et seq.) Such reimbursement shall comply with all applicable provisions of state and federal statutory and regulatory provisions and guidance, and with board policy. The Superintendent shall be entitled to attend two (2) State Conventions and one (1) National Convention. No more than five (5) work days may be utilized for attendance at one such meeting or convention. Reimbursement or payment for such expenses shall be made in accordance with *N.J.S.A. 18A:11-12*. The Board shall also pay for all state-mandated continuing education to insure compliance with his professional growth plan.

The Superintendent may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.

7. Health, Dental and Prescription Benefits. The Board shall provide the Superintendent with individual or family health benefits coverage. The Superintendent shall contribute towards the cost of his health insurance premiums in accordance with *N.J.A.C. 6A:23A-3.1(e)(4)*. In no case shall the Superintendent pay less than the 1.5% of base salary in accordance with *N.J.S.A. 18A:16-17 (P.L. 1979, c. 391)*. Such limitation shall in no way link this Contract with any agreement collectively negotiated with District employees. The premium shall be paid by the Superintendent through payroll deduction.

To the extent permitted by applicable State law or regulation, the Superintendent may waive coverage in any of the health benefits plans if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board. The Superintendent will be paid the lesser of twenty-five percent (25%) or five-thousand dollars (\$5,000) of the cost of said coverage for waiving such coverage.

8. Vacation Leave. The Superintendent shall be entitled to an annual vacation of twenty-five (25) working days per year. All of the vacation days shall be available for the Superintendent's use on July 1st of each year of the Contract.

The Superintendent shall take his 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 is expected to attend to the business of the District as required for the smooth and efficient operation of the District. 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, any unused vacation days may be carried over by the Superintendent from year to year because of business demands of the District. All days carried over must be used in the next year, or those days not taken will be forfeited. In the event of separation or retirement, earned but unused vacation time will be paid at the per diem rate of 1/260th of the Superintendent's final salary. However, in no event shall the maximum payout exceed fifty (50) vacation days. Payment for accumulated but unused vacation leave compensation shall be paid to the Superintendent's estate or beneficiaries in the event of his death.

9. Holidays. The Superintendent shall be entitled to the following holidays: Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Recess (2 days); Christmas Eve Day; Christmas Day The day after Christmas Day; New Year's Eve Day; New Year's Day; Martin Luther King Day; Presidents' Birthday (2 days); Good Friday; Easter Monday' and Memorial Day. In addition, the Superintendent shall work two (2) days during the Christmas recess and two (2) days during the NJEA Convention.

10. Personal Leave. The Superintendent shall be entitled to five (5) personal days, to attend to personal business during the school day, with full pay during the work year. 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.

11. Bereavement. The Superintendent shall be allowed up to a total of five (5) work days at time of death for immediate family, which shall mean spouse, child, parent, brother, sister, close in-law relatives, or any relative living within the same household. An allowance of up to three (3) work days shall be granted in the case of the death of a grandchild of the employee. An allowance of one (1) work day shall be granted to attend the funeral of any of the following: uncles, aunts, grandparents, and brother-in-law and sisters-in-law.

12. Tax Sheltered Plans. The Board will make available to the Superintendent existing tax sheltered annuity plans in the District.

13. Job-Related Expenses. The Superintendent shall be reimbursed for actual mileage when using his personal vehicle for Board business as annually established by the Annual Appropriations Act or the New Jersey Office of Management and Budget. Reimbursement for the use of a personal vehicle shall be tendered only upon proof of compliance with applicable regulations and a detailed mileage log, which shall be presented to the Board of Education for approval at Board of Education meetings.

14. Attendance Record. The Superintendent shall be responsible for filing a time-off slip, in advance of the time off, as set forth herein, or immediately upon his return to the District in the event of an unplanned absence, with the Board Secretary each time any leave is taken. The Superintendent and the Board President shall periodically review the Superintendent's attendance record to assure correctness.

15. Tuition Reimbursement. The Board shall reimburse the Superintendent for tuition costs incurred for graduate level courses at an accredited institution of higher education that are part of a formal program of studies leading to the awarding of a Master's Degree or a Doctoral

Degree in an area or discipline judged to be of benefit to the Board. The Superintendent shall seek Board approval prior to enrolling in any graduate course of study.

16. Indemnification. The Board shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceeding of any kind brought against the Superintendent in his capacity as an agent and/or employee of the Board. If, in the good faith opinion of the Superintendent, 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. The Board further agrees to cover the Superintendent under the Board's liability insurance policies, including employment practices liability coverage, in the minimum amount of \$1 million.

17. Technology Allowance. For the purpose of conducting school business and addressing the duties listed in Article Three (above), the Board shall provide the Superintendent with (upon request) a Board-owned cellular telephone and an iPad/laptop computer or some equivalent device throughout the duration of this Contract. In addition to the cost of a cellular telephone the Board also agrees to provide the Superintendent with an allowance of three hundred dollars during the 2018-2019, 2019-2020 and 2020-2021 school years only for the purchase of any technology devices or equipment that the Superintendent determines are necessary and appropriate in order to allow him to fulfill his job obligations and responsibilities. Further, the Board agrees to pay one hundred percent (100%) of the costs associated with the cellular telephone and I-Pad/laptop computer for school business throughout the duration of this Contract. Any technology devices or equipment that are purchased with the funds listed above shall remain the property of the Superintendent upon retirement or termination of this Contract. Upon retirement or termination of this Contract, the Superintendent shall return any Board-owned technology upon request.

ARTICLE V
ANNUAL EVALUATION

A. 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 majority of the Board. 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 (with respect to those DPRs that are within the Superintendent's control), and such other criteria as the State Board of Education shall by regulation prescribe. 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 1st 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 school year.

The final draft of the annual evaluation shall be adopted by the Board by June 30 of each

year of this Contract. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.

B. Within sixty (60) days of the execution of this Employment Contract, the parties shall meet to establish the district's goals and objectives for the ensuing 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, August 1 of each succeeding school year, the parties will meet to establish the district's goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described.

C. The parties also agree that the Board shall not hold any discussions regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance. In addition, the Board shall not hold any discussions with regard to the Superintendent's performance, or that may adversely affect the Superintendent's employment, in public session, unless the Superintendent requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

ARTICLE VI

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;
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 written notification by the Board to the Superintendent in accordance with the provisions set forth in Article VII indicating the Board's intent not to renew this Contract; or

6. material misrepresentation of employment history, education and professional credentials, and/or 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 him 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 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 compensation during the term of this Contract, except as authorized by paragraphs A through 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 his duties in accordance with N.J.S.A. 18A:27-9, so long as it continues to pay his 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*.

F. In the event the parties agree to terminate this Contract prior to its expiration date, and to relieve the Superintendent from the actual performance of his duties, upon the approval of the Commissioner of Education, the Board shall compensate the Superintendent for either three (3) months' salary times the number of years remaining on this Contract or the remaining salary due to completion of this Contract, whichever is less, minus compensation from any and all other

employment. It is understood that the Superintendent must make a good faith effort to find employment elsewhere as soon as possible and prior to the expiration date of the within Contract. The salary received by the Superintendent in such employment shall be deducted from the payments made to the Superintendent by the Board. Insurance benefits will be adjusted to reflect coverage, if any, in the new position.

ARTICLE VII **RENEWAL – NON RENEWAL**

This Contract shall automatically renew for a term of five (5) calendar years, expiring July 1, 2028, unless either of the following occurs:

- A. The Board by contract reappoints the Superintendent for a different term allowable by law;
- B. The Board notifies the Superintendent in writing no later than September 1, 2022 that he will not be reappointed at the end of the current term, in which case his employment shall cease upon the expiration of this Contract;
- C. In accordance with such laws and regulation that would require nullification of this Contract; or
- G. The Superintendent notifies the Board in writing at least ninety (90) calendar days of his intention to resign in accordance with the provisions of Article VI(C) above.

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.

ARTICLE IX **SAVINGS 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.

ARTICLE X
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. At least once every year, the Superintendent shall have the right to indicate those documents and/or other materials in his file that he believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board, such documents identified by him shall be destroyed.

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.

The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act, codified at *N.J.S.A. 47:1A-1, et seq.*, Executive Order No. 11 (November 15, 1974), Executive Order No. 21 (July 8, 2002), Executive Order No. 26 (August 13, 2002), and case law interpreting them.

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

BOARD OF EDUCATION OF THE TOWNSHIP
OF PENNSVILLE

Dr. Michael C. Brodzik.
Superintendent

BY: _____
Katherine Bodine
Board President

DATE: _____

DATE: _____

WITNESS:

Board Secretary

DATE: _____

DATE: _____

Approval Pursuant to N.J.S.A. 18A:7-8(j):

Peggy Nicolosi
Executive County Superintendent

Date



State of New Jersey

Department of Education
Salem County Office
94 Market Street
Salem, NJ 08079
Phone: (856) 339-8611
Fax: (856) 935-6290

PHIL MURPHY
Governor

LAMONT O. REPOLLETE, Ed.D
Acting Commissioner

SHEILA Y. OLIVER
Lt. Governor

MARGARET J. NICOLosi
Interim Executive County Superintendent

April 23, 2018

Dr. Michael Brodzik
Superintendent
Pennsville Public School District
30 Church Street
Pennsville, NJ 08970

Dear Dr. Brodzik:

I have reviewed the employment contract for Mr. Richard Davidson, School Business Administrator, in accordance with N.J.S.A. 18A:7-8 (j) and to determine compliance with the standards as adopted by the Commissioner of Education at N.J.A.C. 6A:23A-3.1. Based upon my review, I have determined that those provisions of the contract subject to my review pursuant to N.J.A.C. 6A:23A-3.1 are in compliance with applicable laws and regulations.

Once the Board has approved this contract, please submit a **signed copy** to me for our files.

Very truly yours,

A handwritten signature in cursive script, reading "Margaret J. Nicolosi".

Margaret J. Nicolosi
Interim Executive County Superintendent

MJN/jh

c: Ms. Katherine Bodine, Board President
Mr. Richard Davidson, School Business Administrator

EMPLOYMENT CONTRACT

PENNSVILLE TOWNSHIP BOARD OF EDUCATION

THIS EMPLOYMENT CONTRACT is made and entered into as of the _____ day of _____, 2018, by and between the Pennsville Township Board of Education, with offices located at 30 Church Street, Pennsville, New Jersey (hereinafter referred to as the "Board") and **RICHARD DAVIDSON**, whose address is 2222 Pennsylvania Avenue, Millville, New Jersey 08332 (hereinafter referred to as the "Business Administrator" or "Employee").

WITNESSETH:

WHEREAS, the Board desires to provide the Business Administrator 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 Business Administrator 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 of the schools;

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

1. TERM.

The Board, in consideration of the promises of the Business Administrator, set forth below, hereby employs, and the Business Administrator hereby accepts continued employment for a one year term commencing on July 1, 2018, and expiring midnight June 30, 2019, pursuant to the terms of this agreement and law.

2. CERTIFICATION.

At all times while serving pursuant to this Contract, the Business Administrator shall hold a valid and appropriate certificate to act in the Pennsville School District ("District") in accordance with the pertinent job description and the Rules and Regulations of the New Jersey Department of Education. In the event that the certificate of the Business Administrator is revoked, this contract shall become null and void as of the date of the revocation.

3. RESPONSIBILITIES/DUTIES.

The Employee shall devote the necessary attention 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 with the advanced written approval of the Superintendent. Any stipend received by the Business Administrator shall be given to the Board except as noted below.

In the event that the Business Administrator has taken, with the advanced approval of the Superintendent if required, vacation or personal day(s) for the day(s) in which such outside activity takes place, then the Business Administrator shall retain any stipend, honoraria or fee paid. Further, if the Business Administrator chooses to engage in any other outside activities that are unrelated to the Business Administrator's duties and responsibilities as Business Administrator, and take place outside of the hours of a normal working day in which the Business Administrator is fulfilling his job duties and responsibilities, he shall retain any stipend,

honoraria or fee paid. For instance, should the Business Administrator prepare, develop, write, author or publish any literature, article, treatise, book or other publication not directly related to the business of the District, and that does not involve the use of District resources, he shall keep any stipend, honoraria or fee paid. On the other hand, if such literature, article, treatise, book or publication is directly related to the business of the District or involves the use of District resources, any stipend, honoraria or fee received shall be given to the Board.

The Employee shall have the responsibilities and job functions as set forth on the pertinent job description and such responsibilities designated by the Superintendent of Schools. The Employee shall be the chief business officer of the District, as well as have supervision over the fiscal operations of the District and shall arrange the administrative and supervising staff concerning business affairs, with Board approval. Additionally, the Business Administrator shall have the right to legal assistance in carrying out his duties at the expense of the Board provided that he has conformed to the Board's policies, rules and regulations, as well as any applicable provisions of State law or regulation. However, the Board's obligation in this regard does not extend to providing and/or obtaining legal assistance in any suit or matter brought by the Business Administrator against the Board or any individual Board members. In addition to the foregoing responsibilities, the Business Administrator also agrees to serve as, and fulfill the job responsibilities of Facilities Director for the Board.

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

A. To faithfully perform the duties of Business Administrator and Board Secretary for the Board and to serve 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 Business Administrator, is incorporated by reference into this contract.

B. To devote the necessary time, skills, labor and attention to this employment during the term of this contract. Employee shall notify the Superintendent 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 provisions for all other District employees governing time off.

C. All duties assigned to the Business Administrator by the Board shall be appropriate to and consistent with the professional role and responsibility of the Business Administrator. The Board retains the right to modify these duties, as it deems appropriate.

4. PROFESSIONAL GROWTH.

The Board encourages the continuing professional growth of Employee through his appropriate participation in:

- A. The operations, programs and other activities conducted or sponsored by local, state, and national school administrator and school board associations;
- B. Seminars and courses offered by private or public educational institutions;
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Employee to perform his professional responsibilities for the Board;
- D. Visits to other institutions; and

E. The Business Administrator shall be permitted to attend other activities, meetings and conferences with the recommendation of the Superintendent, and approval of the Board of Education.

In addition, in its encouragement, the Board may permit a reasonable amount of release time for Employee to attend such matter and to reimburse the Employee for the necessary fees for travel and subsistence expenses, as approved by the Board in its budget and pursuant to N.J.S.A. 18A:11-12, N.J.A.C. 6A:23A-7-1 *et seq.*, and any other applicable State law or administrative regulations, as well as any circulars published by the New Jersey Department of the Treasury and any other applicable State directives.

5. TUITION REIMBURSEMENT.

The maximum tuition reimbursement for the 2018-2019 school year will be \$3,400. Tuition and registration fees for graduate courses taken by the Employee will be reimbursed provided the courses taken are:

- A. Provided by a duly accredited institution of higher education as that term is defined in N.J.A.C. 6A:9-2.1; and
- B. Directly related to the Employee's assignment at the time the course is taken or,
- C. Is a course which is approved by the degree-granting institution and is applicable to the Doctorate in education.

In order to be eligible for tuition reimbursement, such coursework must culminate in the acquisition of a graduate degree conferred by a duly accredited institution of higher education. In order to be eligible for reimbursement, prior approval of the graduate course by the Superintendent of Schools and the Board of Education is necessary. If prior approval is not granted, payment will not be given.

In order to be eligible for reimbursement the Employee must receive at least a "B" in an approved graduate course. To assure that professional development does not interfere with the Employee's professional responsibilities in the District, the Board retains the right to limit the number of reimbursable courses, seminars and expenses in any one year.

6. SALARY AGREEMENT.

A. Effective July 1, 2018, through June 30, 2019, the Board shall pay Employee the annual base salary of One Hundred and Twenty-One Thousand Three Hundred and One Dollars (\$121,301). This salary shall be paid to Employee in accordance with the schedule of salary payments made to other certified employees in the District. Notwithstanding the foregoing, the parties acknowledge, however, that consistent with the terms herein, and controlling law, regulation, and Board policy, the Board may withhold Employee's increment, for any year, based on performance, and/or take other, appropriate action.

B. The Board shall also provide a district-owned cell phone for district business or reimbursement for personal cell phone expenses related to district business.

C. Merit Increases. The Business Administrator may receive a merit bonus in addition to his annual base salary. The merit bonus will be based upon his achievement of quantitative merit criteria and/or qualitative merit criteria. The Board and the Business Administrator shall select up to three (3) quantitative merit criteria and up to two (2) qualitative merit criteria per contract year. The Executive County Superintendent shall approve or disapprove the selection of quantitative merit and/or qualitative merit criteria and the data that forms the basis of measuring the achievement of quantitative merit and/or qualitative merit criteria. The Business Administrator shall receive a merit bonus in amount up to 3.33% of annual base salary for each quantitative merit criterion achieved, and/or a merit bonus in amount of up to 2.5% of annual base salary for each qualitative merit criterion achieved. The Board shall submit a resolution to the Executive County Superintendent certifying

that the quantitative merit and/or qualitative merit criterion have been satisfied and shall await a confirmation of the satisfaction of that criterion from the Executive County Superintendent prior to payment of the merit bonus.

7. SECTION 125 PLAN.

The Parties will implement a Section 125 account program in which the Employee may voluntarily make contributions to his own account. The foregoing is contingent on the Parties agreeing on all the particulars, including proof that the plan is legal and that the plan imposes no additional costs on the Board. The Employee may annually contribute up to the dollar maximum set forth in Federal law and regulation. At the time of enrollment the Employee agrees to assume responsibility for all claims in excess of his deducted contributions. If the Employee separates from the District prior to the end of the contribution year and makes claims in excess of the actual contribution he has made, the Board may recoup such excess claims:

- A. By withholding any compensation owed (for example, the last paycheck and/or payment for sick leave, or unused vacation compensation);
- B. By collecting directly from the Employee the remaining difference between the claim and the actual Employee contributions.

8. SICK DAYS AND VACATION.

- A. The Board may require Employee to submit a physician's certification as proof of illness for any period of sick leave that is for three (3) or more consecutive school days. The unused portion of such leave, up to a maximum of fifteen (15) days at the end of each year shall be cumulative, and may be carried over from one year to the next.
- B. The Employee shall have, after exhaustion of all unused, accumulated sick and personal days, a right to request extended sick leave for accident or illness which shall not be accumulative nor be carried over toward financial payment upon retirement. The granting of such extended leave shall be at the sole discretion of the Board.
- C. The Employee shall have twenty (20) days of vacation per school year, all of which shall be available to the Business Administrator as of July 1, 2017. Vacations shall be scheduled so as to minimize disruption to the operations of the District. Vacations will require advance approval of the Superintendent. Any unused vacation days may be carried over to the next school year only and must be used in the next year or will be considered forfeit. The Board, through the Superintendent's Office, shall be responsible for maintaining written documentation of the Business Administrator's earned and accrued vacation days.

Upon the Employee's separation from employment with the Board, the Board will pay all accumulated vacation days at a per diem rate calculated as 1/260th of the Business Administrator's annual salary at the time of separation. All payments for unused vacation days will be consistent with then applicable State laws and administrative regulations, and any such payments will be made within sixty (60) days of the Business Administrator's employment with the Board.

If the Business Administrator dies before the Employment Contract year is completed, payment for the Business Administrator's accumulated vacation days shall be made to the Business Administrator's estate.

9. PERSONAL AND OTHER LEAVE.

- A. **Illness in Immediate Family.** Illnesses that qualify under Pennsville Board Policy 4162 (FMLA/NJFLA) will be administered accordingly. Immediate family shall mean spouse,

child, parent, brother, sister, close in-law relatives, or any relative living within the same household.

- B. Death in Family.** The Business Administrator shall be allowed up to a total of five (5) work days at time of death for immediate family, which shall mean spouse, child, parent, brother, sister, son-in law, daughter in-law, mother in-law, father in-law, or any relative living within the same household. An allowance of up to three (3) work days shall be granted in the case of the death of a grandchild of the employee. An allowance of one (1) work day shall be granted to attend the funeral of any of the following: uncles, aunts, grandparents, and brother-in-law and sisters-in-law.
- C. Personal Business Days.** The Business Administrator shall receive five (5) personal days per year for personal business. However, upon exhaustion of the five (5) personal days provided, additional personal days may be granted to the Business Administrator with the express approval of the Superintendent in the event he determines that unforeseen circumstances – that are not dealt with herein – warrant the granting of additional time to the Business Administrator. Unused personal leave shall convert and accumulate to sick leave at the end of each year, as defined in 18A:30-7, which is limited to a total of fifteen (15) days.
- D. Jury Duty.** If the Business Administrator is called on jury duty, he shall be compensated for any time lost from his regular duties in the follow manner. Specifically, the Business Administrator shall be paid the difference between his regular pay less the pay received, if any, from the summoning court for jury service.
- E. Family Medical Leave and Family Leave.** The Business Administrator shall be entitled to apply for leave under the Family Medical Leave Act and/or the Family Leave Act as appropriate. All such requests will be handled, considered and treated in accordance with applicable law, regulation and Board Policy.

10. TRAVEL & EXPENSES.

In the event Employee does not use a Board vehicle, the Board shall reimburse Employee 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, for the use of an automobile used for purposes other than commuting in accordance with N.J.S.A. 18A:11-12, N.J.A.C. 6A:23A-7.1 *et seq.*, and any other applicable State law or administrative regulations, as well as any circulars published by the New Jersey Department of the Treasury and any other applicable State directives.

If the Employee incurs any extraordinary actual expense that results from the explicit written directive of the Superintendent, then he shall be reimbursed by way of a voucher for the actual expense incurred in accordance with N.J.S.A. 18A:11-12, N.J.A.C. 6A:23A-7.1 *et seq.*, and any other applicable State law or administrative regulations, as well as any circulars published by the New Jersey Department of the Treasury and any other applicable State directives.

The Board shall pay the Employee's dues for membership in the State, County and National Associations of School Business Officials. The Board shall also reimburse the Business Administrator for any registration fees and appropriate expenses for his attendance at County Office meetings, County Joint Insurance Fund meetings, State Department of Education meetings, the NJASBO State Conference and the NJSBA Fall Annual Workshop.

11. MEDICAL BENEFITS.

The Employee shall be entitled to all medical benefits as approved by the Board. Such benefits will include:

- A. Medical Coverage;
- B. Prescription Drug Benefit Program; and
- C. Dental Coverage.

The School Business Administrator/Board Secretary shall contribute toward the cost of his health care in accordance with N.J.A.C. 6A:23A-3.1(e)4. In no case shall the School Business Administrator/Board Secretary pay less than 1.5% of base salary in accordance with N.J.S.A. 18A:16-17 (P.L. 1979, c. 391). The Parties agree that the Business Administrator may voluntarily waive his entitlement to any or all insurances. If the Business Administrator does so he shall receive twenty-five percent (25%) of the premium required to be paid by the Board or \$5,000, whichever is less.

In order to waive insurance, the Business Administrator must provide the Board with proof of coverage (i.e. a copy of the medical insurance card or a letter from the medical insurance provider), before the Business Administrator may waive such insurance. Any re-enrollment by the Business Administrator must occur on a July 1st, or otherwise be consistent with the requirements of COBRA.

Notwithstanding any of the insurance protection provisions, should the Business Administrator have a change of status (e.g. termination of employment, death, separation, divorce, etc.), which causes the Business Administrator to lose alternative dental, medical or prescription plan coverage, the Employee shall be entitled to be re-enrolled provided the Business Administrator provides written notice to the Board within sixty (60) days of the event causing such change. The Board's obligation for the cash option shall be prorated for the Business Administrator subject to the date in which the change in status becomes effective. Upon the Board's receipt of Business Administrator's desire to re-enroll due to a change in status, it will be implemented at the first permissible date.

Any return to the Board's insurance plan(s) for reasons other than a change in status is subject to the terms and conditions of the Board's insurance carrier.

12. SICK LEAVE RETIREMENT BENEFIT.

Once the Business Administrator has been employed by the Board for ten (10) or more years, the Board will pay him for his accumulated and unused sick days in accordance with the schedule of reimbursement set forth in this section upon his retirement.

In the event that the Business Administrator retires from a state administered pension system, any unused and accumulated sick days will be reimbursed at a ratio of one (1) for every five (5) days, and will be reimbursed at the per diem rate of 1/260th of the Business Administrator's annual salary at the time of retirement. Any payments for unused and accumulated sick leave days shall be consistent with the provisions in N.J.S.A. 18A:30-3.5, and are capped at the sum of Fifteen Thousand Dollars (\$15,000), and, as noted above, are conditioned on the Business Administrator being employed by the Board as of the date of his retirement. Accumulated unused sick leave compensation shall not be paid to the Business Administrator's estate or beneficiaries in the event of death prior to retirement.

13. PROFESSIONAL LIABILITY.

The Board agrees that it shall defend, hold harmless, and indemnify the Business Administrator from any and all civil or administrative demands, claims, suits, actions, and legal proceedings brought against the Business Administrator in his individual capacity or in his official capacity as agent and/or employee of the Board in accordance with N.J.S.A. 18A:16-6.

The Board further agrees that should any criminal action be instituted against the Business Administrator for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals, in accordance with N.J.S.A. 18A:16-6.1.

If, in the good faith opinion of the Business Administrator, a conflict exists in the legal position of the Business Administrator and the legal position of the Board in a specific matter in which the Board and the Business Administrator are both named as defendants, the Business Administrator may engage counsel of his choice, subject to the reasonable approval of the Board, in which event the Board will indemnify the Business Administrator for the costs of legal defense as permitted by state law.

14. WORK YEAR.

The work year for twelve (12) month employees shall be from July 1st through June 30th. All twelve (12) months employees, including the Business Administrator, shall work pursuant to the school calendar adopted by the Board.

The Business Administrator shall be entitled to all officially recognized holidays and other non-work days off, as listed on the annual approved school calendar, that are not otherwise utilized for job-related activities, such as in-service days. However, the Business Administrator shall work the two (2) days during the Christmas recess and two (2) days during the NJEA Convention, but may use vacation time for any of those days with the advanced written approval of the Superintendent.

15. EVALUATION.

The Superintendent shall evaluate and assess in writing the performance of the Business Administrator at least one time annually. The Superintendent and the Business Administrator shall meet and discuss the evaluation. These evaluations and assessments shall be reasonably related to the position description of the Business Administrator and his duties as specified in this contract.

16. GRIEVANCE PROCEDURE.

In keeping with the policy of the Board to serve the interests of all residents and taxpayers in the community in obtaining the best possible education for their children, it is hereby adopted, in a spirit of cooperation and mutual trust between the Board and its staff of professional employees, any question, problem, complaint, appeal or grievance by Employee shall be resolved pursuant to the Grievance Procedure outlined in the Collective Bargaining Agreement between the Board and the Pennsville Administrators and Supervisors Association. If Employee invokes those procedures, he shall not be subject to any prejudicial or punitive action by reason of invoking such procedures.

17. TERMINATION OF EMPLOYMENT CONTRACT.

This Employment Contract may be terminated by:

- A. Mutual agreement of the parties;
- B. Unilateral termination by the Business Administrator. The Business Administrator may propose to terminate this Employment Contract and will use his best efforts to provide the Board with as much advance notice as possible, and in no event shall he provide less than sixty (60) days written notice to the Board;
- C. Retirement of the Business Administrator;
- D. By operation of N.J.S.A. 18A:27-4.1 , 18A:28-9, and/or N.J.A.C. 6A:32-4.6;

- E. By operation of N.J.S.A. 18A:16-4; and/or
- F. By discharge by reason of neglect, misbehavior or other offense as set forth in N.J.S.A. 18A:17-1.

18. RELEASE OF PERSONNEL INFORMATION/PERSONNEL RECORDS

Employee 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. At least once every year, Employee shall have the right to indicate those documents and/or other materials in his file that he believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Superintendent, such documents identified by him shall be destroyed. No material derogatory to Employee's conduct, service, character or personality shall be placed in his personnel file unless he has had an opportunity to review the material.

Employee 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. Employee shall also have the right to submit a written answer to such material.

19. COMPLETE AGREEMENT.

This Employment Contract embodies the entire agreement between the parties hereto and supersedes any prior or contemporaneous agreement, representation or understanding, whether written or oral. This Employment Contract may not be modified except by written instrument executed by all the parties hereto. Any change, modification or amendment to this contract must first be submitted to the Executive County Superintendent of Schools for review and approval prior to any Board of Education action.


20. CONFLICTS.

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

21. SAVINGS CLAUSE.

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

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



President – Pennsville Board of Education

Employee – RICHARD DAVIDSON

Attest Superintendent

Date



State of New Jersey

Department of Education
Salem County Office
94 Market Street
Salem, NJ 08079
Phone: (856) 339-8611
Fax: (856) 935-6290

PHIL MURPHY
Governor

LAMONT O. REPOLLETE, Ed.D
Acting Commissioner

SHEILA Y. OLIVER
Lt. Governor

MARGARET J. NICOLosi
Interim Executive County Superintendent

April 23, 2018

Ms. Katherine Bodine, President
Pennsville Public School District
30 Church Street
Pennsville, NJ 08070

Dear Ms. Bodine:

I have reviewed the employment contract for Ms. Susan Ficke, Assistant Superintendent, in accordance with N.J.S.A. 18A:7-8 (j) and to determine compliance with the standards as adopted by the Commissioner of Education at N.J.A.C. 6A:23A-3.1(a). Based upon my review, I have determined that those provisions of the contract subject to my review pursuant to N.J.A.C. 6A:23A-3.1(a) are in compliance with applicable laws and regulations.

Once the Board has approved this contract, please submit a **signed copy** to me for our files.

Very truly yours,

A handwritten signature in cursive script that reads "Margaret J. Nicolosi".

Margaret J. Nicolosi
Interim Executive Regional Superintendent

MJN/jh

c: Dr. Michael Brodzik, Superintendent
Mr. Richard Davidson, School Business Administrator

EMPLOYMENT CONTRACT

PENNSVILLE TOWNSHIP BOARD OF EDUCATION

THIS EMPLOYMENT CONTRACT is made and entered into as of the _____ day of _____, 2018, by and between the Pennsville Township Board of Education, with offices located at 30 Church Street, Pennsville, New Jersey (hereinafter referred to as the "Board") and **SUSAN B. FICKE**, whose address is 750 W. Mt. Vernon Avenue, Haddonfield, New Jersey 08033 (hereinafter referred to as the "**ASSISTANT SUPERINTENDENT**" or "**Employee**").

WITNESSETH:

WHEREAS, the Board desires to provide the Assistant 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 Assistant 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 of the schools;

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

1. TERM.

The Board, in consideration of the promises of the Assistant Superintendent, set forth below, hereby employs, and the Assistant Superintendent hereby accepts continued employment commencing on July 1, 2018, and expiring midnight June 30, 2019, pursuant to the terms of this agreement and law.

2. CERTIFICATION.

At all times while serving pursuant to this Contract, the Assistant Superintendent shall hold a valid and appropriate certificate to act in the Pennsville School District ("District") in accordance with the pertinent job description and the Rules and Regulations of the New Jersey Department of Education. In the event that the certificate of the Assistant Superintendent is revoked, this contract shall become null and void as of the date of the revocation.

3. RESPONSIBILITIES/DUTIES.

The Employee shall devote the necessary attention to the business of the District. However, she may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities with the advanced written approval of the Superintendent. Any stipend received by the Assistant Superintendent shall be given to the Board except as noted below.

In the event that the Assistant Superintendent has taken, with the advanced approval of the Superintendent if required, vacation or personal day(s) for the day(s) in which such outside activity takes place, then the Assistant Superintendent shall retain any stipend, honoraria or fee paid. Further, if the Assistant Superintendent chooses to engage in any other outside activities that are unrelated to the Assistant Superintendent's duties and responsibilities as Assistant Superintendent, and take place outside of the hours of a

normal working day in which the Assistant Superintendent is fulfilling her job duties and responsibilities, she shall retain any stipend, honoraria or fee paid. For instance, should the Assistant Superintendent prepare, develop, write, author or publish any literature, article, treatise, book or other publication not directly related to the business of the District, and that does not involve the use of District resources, she shall keep any stipend, honoraria or fee paid. On the other hand, if such literature, article, treatise, book or publication is directly related to the business of the District or involves the use of District resources, any stipend, honoraria or fee received shall be given to the Board.

The Employee shall have the responsibilities and job functions as set forth on the pertinent job description and such responsibilities designated by the Superintendent of Schools.

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

- A. To faithfully perform the duties of Assistant Superintendent and Board Secretary for the Board and to serve 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 Assistant Superintendent, is incorporated by reference into this contract.
- B. To devote the necessary time, skills, labor and attention to this employment during the term of this contract. Employee shall notify the Superintendent 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 for all other District employees governing time off.
- C. To perform all duties incident to the Office of the Assistant Superintendent and such other duties as may be prescribed by the Superintendent from time to time.

4. PROFESSIONAL GROWTH.

The Board encourages the continuing professional growth of Employee through her appropriate participation in:

- A. The operations, programs and other activities conducted or sponsored by local, state, and national school administrator and school board associations;
- B. Seminars and courses offered by private or public educational institutions;
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Employee to perform her professional responsibilities for the Board;
- D. Visits to other institutions; and
- E. The Assistant Superintendent shall be permitted to attend other activities, meetings and conferences, including an annual national conference, with the recommendation of the Superintendent, and approval of the Board of Education.

In addition, in its encouragement, the Board may permit a reasonable amount of release time for Employee to attend such matter and to reimburse the Employee for the necessary fees for travel and subsistence expenses, as approved by the Board in its budget and pursuant to N.J.S.A. 18A:11-12, N.J.A.C. 6A:23A-7-1 *et seq.*, and any other applicable State law or administrative regulations, as well as any circulars published by the New Jersey Department of the Treasury and any other applicable State directives.

5. TUITION REIMBURSEMENT.

The maximum tuition reimbursement for the 2018-2019 school year will be \$3,400. Tuition and registration fees for graduate courses taken by the Employee will be reimbursed provided the courses taken are:

- A.** Provided by a duly accredited institution of higher education as that term is defined in N.J.A.C. 6A:9-2.1; and
- B.** Directly related to the Employee's assignment at the time the course is taken or,
- C.** Is a course which is approved by the degree-granting institution and is applicable to the Doctorate in Education.

In order to be eligible for tuition reimbursement, such coursework must culminate in the acquisition of a graduate degree conferred by a duly accredited institution of higher education. In order to be eligible for reimbursement, prior approval of the graduate course by the Superintendent of Schools and the Board of Education is necessary. If prior approval is not granted, payment will not be given.

In order to be eligible for reimbursement the Employee must receive at least a "B" in an approved graduate course. To assure that professional development does not interfere with the Employee's professional responsibilities in the District, the Board retains the right to limit the number of reimbursable courses, seminars and expenses in any one year.

6. SALARY AGREEMENT.

Effective July 1, 2018, through June 30, 2019, the Board shall pay Employee the annual base salary of One Hundred Thirty Two Thousand Three Hundred and Twenty Nine Dollars (\$132,329). This salary shall be paid to Employee in accordance with the schedule of salary payments made to other certified employees in the District. Notwithstanding the foregoing, the parties acknowledge, however, that consistent with the terms herein, and controlling law, regulation, and Board policy, the Board may withhold Employee's increment, for any year, based on performance, and/or take other, appropriate action.

The Board shall also provide a district-owned cell phone for district business or reimbursement for personal cell phone expenses related to district business.

7. SECTION 125 PLAN.

The Parties will implement a Section 125 account program in which the Employee may voluntarily make contributions to her own account. The foregoing is contingent on the Parties agreeing on all the particulars, including proof that the plan is legal and that the plan imposes no additional costs on the Board. The Employee may annually contribute up to the dollar maximum set forth in Federal law and regulation. At the time of enrollment the Employee agrees to assume responsibility for all claims in excess of her deducted contributions. If the Employee separates from the District prior to the end of the contribution year and makes claims in excess of the actual contribution she has made, the Board may recoup such excess claims:

- A.** By withholding any compensation owed (for example, the last paycheck and/or payment for sick leave, or unused vacation compensation);
- B.** By collecting directly from the Employee the remaining difference between the claim and the actual Employee contributions.

8. SICK DAYS AND VACATION.

- A.** The Employee shall be allowed fifteen (15) days of sick leave per year. The Board may require Employee to submit a physician's certification as proof of illness for any period of sick leave that is for three (3) or more consecutive school days. The unused portion of such leave, up to a maximum of fifteen (15) days at the end of each year shall be

cumulative, and may be carried over from one year to the next.

- B. The Employee shall have, after exhaustion of all unused, accumulated sick and personal days, a right to request extended sick leave for accident or illness, which shall not be accumulative nor be carried over toward financial payment upon retirement. The granting of such extended leave shall be at the sole discretion of the Board.
- C. The Employee shall have twenty (20) days of vacation per school year. Vacations shall be scheduled so as to minimize disruption to the operations of the District. Vacations will require advance approval of the Superintendent. Any unused vacation days may be carried over to the next school year only and must be used in the next year or will be considered forfeit. The Board, through the Superintendent's Office, shall be responsible for maintaining written documentation of the Assistant Superintendent's earned and accrued vacation days.

Upon the Employee's separation from employment with the Board, the Board will pay all accumulated vacation days at a per diem rate calculated as 1/260th of the Assistant Superintendent's annual salary at the time of separation. All payments for unused vacation days will be consistent with then applicable State laws and administrative regulations, and any such payments will be made within sixty (60) days of the Assistant Superintendent's employment with the Board.

If the Assistant Superintendent dies before the Employment Contract year is completed, payment for the Assistant Superintendent's accumulated vacation days shall be made to the Assistant Superintendent's estate.

9. PERSONAL AND OTHER LEAVE.

- A. **Illness in Immediate Family.** Illnesses that qualify under Pennsville Board Policy 4162 (FMLA/NJFLA) will be administered accordingly. Immediate family shall mean spouse, child, parent, brother, sister, close in-law relatives, or any relative living within the same household.
- B. **Bereavement.** The Assistant Superintendent, in the event of death in the immediate family, shall be granted:
 - 1. An allowance up to five (5) work days shall be granted in case of any of the following, with additional days granted at the discretion of the Superintendent.
 - a. Employees' parents, spouse (including civil union partner), children, son-in-law, daughter-in-law, and other persons residing as a member of the employee's household.
 - b. Brothers and sisters of the teacher and the parents of the employee's spouse.
 - c. Legally adopted members of the family and step-relationships as outlined in a. and b.
 - 2. An allowance up to three (3) work days shall be granted in case of any of the following:
 - a. Grandchildren of the employee
 - 3. An allowance of one (1) work day shall be granted to attend the funeral of any of the following:
 - a. Uncles, aunts, and grandparents of the employee.
 - b. Brothers-in-law and sisters-in-law of the employee.

4. With approval of the Superintendent, an additional work day for travel shall be granted to attend the funeral of any of the above persons when such funeral is at a place in excess of 300 miles from Pennsville Twp.
- C. **Personal Business Days.** The Assistant Superintendent shall receive five (5) personal days per year for personal business. Unused personal leave shall convert and accumulate to sick leave at the end of each year, as defined in 18A:30-7, which is limited to a total of fifteen (15) days.
- D. **Jury Duty.** If the Assistant Superintendent is called on jury duty, she shall be compensated for any time lost from her regular duties in the follow manner. Specifically, the Assistant Superintendent shall be paid the difference between her regular pay less the pay received, if any, from the summoning court for jury service.
- E. **Family Medical Leave and Family Leave.** The Assistant Superintendent shall be entitled to apply for leave under the Family Medical Leave Act and/or the Family Leave Act as appropriate. All such requests will be handled, considered and treated in accordance with applicable law, regulation and Board Policy.

10. TRAVEL & EXPENSES.

In the event Employee does not use a Board vehicle, the Board shall reimburse Employee 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, for the use of an automobile used for purposes other than commuting in accordance with N.J.S.A. 18A:11-12, N.J.A.C. 6A:23A-7.1 *et. seq.*, and any other applicable State law or administrative regulations, as well as any circulars published by the New Jersey Department of the Treasury and any other applicable State directives.

If the Employee incurs any extraordinary actual expense that results from the explicit written directive of the Superintendent, then she shall be reimbursed by way of a voucher for the actual expense incurred in accordance with N.J.S.A. 18A:11-12, N.J.A.C. 6A:23A-7.1 *et. seq.*, and any other applicable State law or administrative regulations, as well as any circulars published by the New Jersey Department of the Treasury and any other applicable State directives.

The Board shall pay the Employee's dues for membership in State, County and National Associations related to the position of director of Curriculum and Instruction. The Board shall also reimburse the Assistant Superintendent for any registration fees and appropriate expenses for her attendance at County Office meetings, State Department of Education meetings, state and national conferences and the NJSBA Fall Annual Workshop.

11. MEDICAL BENEFITS.

The Employee shall be entitled to all medical benefits as approved by the Board. Such benefits will include:

- A. Medical Coverage;
- B. Prescription Drug Benefit Program; and
- C. Dental Coverage

The Assistant Superintendent shall contribute toward the cost of her health care in accordance with N.J.A.C. 6A:23A-3.1 (e) 4. In no case shall the contribution be less than 1.5% of base salary in accordance with N.J.S.A. 18A:16-17 (P.L. 1979, c. 391).

The Parties agree that the Assistant Superintendent may voluntarily waive her entitlement to any or all insurances. If the Assistant Superintendent does so, she shall receive twenty-five percent (25%) of the premium required to be paid by the Board or \$5,000, whichever is less.

In order to waive insurance, the Assistant Superintendent must provide the Board with proof of coverage (i.e. a copy of the medical insurance card or a letter from the medical insurance provider), before the Assistant Superintendent may waive such insurance. Any re-enrollment by the Assistant Superintendent must occur on a July 1st, or otherwise be consistent with the requirements of COBRA.

Notwithstanding any of the insurance protection provisions, should the Assistant Superintendent have a change of status (e.g. termination of employment, death, separation, divorce, etc.), which causes the Assistant Superintendent to lose alternative dental, medical or prescription plan coverage, the Employee shall be entitled to be re-enrolled provided the Assistant Superintendent provides written notice to the Board within sixty (60) days of the event causing such change. The Board's obligation for the cash option shall be prorated for the Assistant Superintendent subject to the date in which the change in status becomes effective. Upon the Board's receipt of Assistant Superintendent's desire to re-enroll due to a change in status, it will be implemented at the first permissible date.

Any return to the Board's insurance plan(s) for reasons other than a change in status is subject to the terms and conditions of the Board's insurance carrier.

12. SICK LEAVE RETIREMENT BENEFIT.

Once the Assistant Superintendent has been employed by the Board for ten (10) or more years, the Board will pay her for her accumulated and unused sick days in accordance with the schedule of reimbursement set forth in this section upon her retirement.

In the event that the Assistant Superintendent retires from a state administered pension system, any unused and accumulated sick days will be reimbursed at a ratio of one (1) for every five (5) days, and will be reimbursed at the per diem rate of 1/260th of the Assistant Superintendent's annual salary at the time of retirement. Any payments for unused and accumulated sick leave days shall be consistent with the provisions in N.J.S.A. 18A:30-3.5, and are capped at the sum of Fifteen Thousand Dollars (\$15,000), and, as noted above, are conditioned on the Assistant Superintendent being employed by the Board as of the date of her retirement. Accumulated unused sick leave compensation shall not be paid to the Assistant Superintendent's estate or beneficiaries in the event of death prior to retirement.

13. PROFESSIONAL LIABILITY.

The Board agrees that it shall defend, hold harmless, and indemnify the Assistant Superintendent from any and all civil or administrative demands, claims, suits, actions, and legal proceedings brought against the Assistant Superintendent in her individual capacity or in her official capacity as agent and/or employee of the Board in accordance with N.J.S.A. 18A:16-6.

The Board further agrees that should any criminal action be instituted against the Assistant Superintendent for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board shall reimburse her for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals, in accordance with N.J.S.A. 18A:16-6.1.

If, in the good faith opinion of the Assistant Superintendent, a conflict exists in the legal position of the Assistant Superintendent and the legal position of the Board in a specific matter in which the Board and the Assistant Superintendent are both named as defendants, the Assistant Superintendent may engage counsel of her choice, subject to the reasonable approval of the Board, in which event the Board will indemnify the Assistant Superintendent for the costs of legal defense as permitted by state law.

14. WORK YEAR.

The work year for twelve (12) month employees shall be from July 1st through June 30th. All twelve (12) months employees, including the Assistant Superintendent, shall work pursuant to the school calendar adopted by the Board.

The Assistant Superintendent shall be entitled to all officially recognized holidays and other non-work days off as listed on the annual approved school calendar, that are not otherwise utilized for job-related activities, such as in-service days. However, the Assistant Superintendent shall work the two (2) days during the Christmas recess and two (2) days during the NJEA Convention, but may use vacation time for any of those days with the advanced written approval of the Superintendent.

15. EVALUATION.

The Superintendent shall evaluate and assess in writing the performance of the Assistant Superintendent at least one time annually. The Superintendent and the Assistant Superintendent shall meet and discuss the evaluation. These evaluations and assessments shall be reasonably related to the position description of the Assistant Superintendent and her duties as specified in this contract.

16. GRIEVANCE PROCEDURE.

In keeping with the policy of the Board to serve the interests of all residents and taxpayers in the community in obtaining the best possible education for their children, it is hereby adopted, in a spirit of cooperation and mutual trust between the Board and its staff of professional employees, any question, problem, complaint, appeal or grievance by Employee shall be resolved pursuant to the Grievance Procedure outlined in the Collective Bargaining Agreement between the Board and the Pennsville Administrators and Supervisors Association. If Employee invokes those procedures, she shall not be subject to any prejudicial or punitive action by reason of invoking such procedures.

17. TERMINATION OF EMPLOYMENT CONTRACT.

This Employment Contract may be terminated by:

- A. Mutual agreement of the parties;
- B. Unilateral termination by the Assistant Superintendent. The Assistant Superintendent may propose to terminate this Employment Contract and will use her best efforts to provide the Board with as much advance notice as possible, and in no event shall she provide less than sixty (60) days written notice to the Board;
- C. Unilateral termination by the Board upon sixty (60) days written notice to the Assistant Superintendent.
- D. Retirement of the Assistant Superintendent;
- E. By operation of N.J.S.A. 18A:27-4.1 , 18A:28-9, and/or N.J.A.C. 6A:32-4.6;
- F. By operation of N.J.S.A. 18A:16-4; and/or
- G. By discharge by reason of neglect, misbehavior or other offense as set forth in N.J.S.A. 18A:17-1.

18. RELEASE OF PERSONNEL INFORMATION/PERSONNEL RECORDS

Employee shall have the right, upon request, to review the contents of her personnel file and to receive copies at Board expense of any documents contained therein. She shall be entitled to have a representative accompany her during such review. At least once every year, Employee shall have the right to indicate those documents and/or other materials in her file that she believes to be obsolete or otherwise inappropriate to retain;

and, upon final approval of the Superintendent, such documents identified by her shall be destroyed. No material derogatory to Employee's conduct, service, character or personality shall be placed in her personnel file unless she has had an opportunity to review the material.

Employee shall acknowledge that she has had the opportunity to review such material by affixing her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. Employee shall also have the right to submit a written answer to such material.

19. COMPLETE AGREEMENT.

This Employment Contract embodies the entire agreement between the parties hereto and supersedes any prior or contemporaneous agreement, representation or understanding, whether written or oral. This Employment Contract may not be modified except by written instrument executed by all the parties hereto.

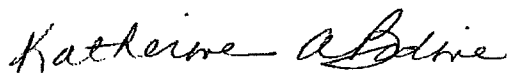
20. CONFLICTS.

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

21. SAVINGS CLAUSE.

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

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



President – Pennsville Board of Education

Employee – SUSAN B. FICKE



Attest Board Secretary

Date