

EMPLOYMENT AGREEMENT

THIS AGREEMENT made this 1st day of July, 2014 by and between the Tuckerton Elementary School Board of Education, having its principal office located in Tuckerton, New Jersey, hereinafter referred to as "Board " and **Janet E. Gangemi** whose address is 216 Station Avenue, Pine Beach, New Jersey, hereinafter referred to as "Superintendent."

WHEREAS, the Board desires to provide the Superintendent with a written Employment Contract in order to enhance administrative continuity within the district, and

WHEREAS, the Board and the Superintendent desire a written Employment Contract to describe specifically their relationship and to serve as the basis for effective communication between them as they fulfill their functions in the operation of the educational program at the Tuckerton Elementary School.

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

1. Term

The Board, in consideration of the promises of the Superintendent herein contained, hereby employs, and the Superintendent hereby accepts employment as the Superintendent and School Business Administrator of the Tuckerton Elementary School. The terms and conditions of employment contained herein shall be effective as of **July 1, 2014** and **shall remain in effect through June 30, 2017**

2. Superintendent Certification and Responsibilities

A. Certification

The Superintendent shall hold a valid and appropriate certificate issued by the New Jersey Department of Education, to serve as a Superintendent/School Business Administrator in the State of New Jersey.

B. Duties

The Superintendent shall be responsible for the general supervision of the operational and instructional programs of the School. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent/School Business Administrator.

3. Professional Growth and Development

The Board encourages the continuing professional growth of the Superintendent/SBA through his participation, with the approval of the Board of Education, in professional growth and development activities including but not limited to the following:

A. Programs, seminars, workshops and other activities conducted or sponsored by local, state and national school administrator, school business administrator and/or school boards associations.

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6. Benefits

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

A. Vacation and Holidays

The Superintendent shall be granted Twenty (20) vacation days annually. The Superintendent shall be permitted to take vacation days at any time, during the year. It is understood and agreed to between the parties that the Superintendent's vacation days are to be utilized fully each school year. The Superintendent shall be entitled to all holidays that are on the school calendar as well as the summer holidays of Independence Day and Labor Day. Superintendent shall also follow the board approved summer hours schedule.

B. Sick Leave

On July 1st of each year of this agreement, the Superintendent shall be credited by the Board with a total of twelve (12) sick days. Sick days shall be cumulative for each year of the agreement and any sick days not used in any one year may be carried over to the next year or any successive year of this agreement. Upon retirement, the Superintendent shall be paid \$200.00 per day for any accumulated sick leave not to exceed the \$15,000 state mandated cap.

C. Personal leave

The Superintendent shall be allowed three (3) days of paid leave annually, for personal matters, upon notification to the President of the Board of Education. Unused personal leave days shall be converted to accumulated sick leave on June 30th of each year.

D. Death or Illness in the Family

The Superintendent shall be allowed bereavement leave in keeping with the contractual provisions of all other certificated staff members.

E. Medical Benefits

The Superintendent will not accept any medical benefits but will instead have coverage through her spouse's medical insurance. In the event that the existing coverage terminates the Superintendent will be entitled to medical benefits.

F. Travel Expenses

The Board of Education will reimburse the Superintendent for mileage costs when attending school related functions outside the District as well as mileage for returning to school for Board of Education meetings, work sessions and other school business. Mileage will be paid in accordance with the mileage amount approved by the latest NJ OMB Circular.

7. Professional Liability

The Board agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his official capacity as the agent for and/or an employee of the Board, providing that the incident arises out of or in the course of the Superintendent acting within the scope of his employment and, as such, liability coverage is within the authority of the Board to provide under state law.

8. Termination of the Employment Contract

This Employment Contract may be terminated by:

A. Mutual agreement of the parties.

B. Unilateral Termination by the Superintendent. The Superintendent may propose to terminate this Employment Contract upon sixty (60) days written notice of his intention to the Board of Education, unless the Board shall approve of a release on shorter notice.

C. Termination by the Board. The Board reserves its right to seek to terminate this contract pursuant to NJ-S.A. 18A:6-10etseq.

D. Non-renewal by the Board: The Board reserves its right to non-renew the employment of the Superintendent pursuant to N.J.S.A. 18A:17-20.1.

9. Complete Agreement

This employment contract embodies the entire agreement between the parties hereto, and cannot be varied except by written amendment hereof, duly executed by the parties.

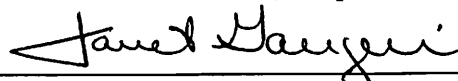
10. Conflicts

In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies, then, unless otherwise prohibited by law, the terms of this Employment Contract shall take precedence over the contrary Board Policy during the term of this contract.

11. Savings Clause.

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

In Witness Whereof, the parties set their hands and seals on the date indicated above:



Janet E. Gangemi



Trisha Horner, Board of Education President