

EMPLOYMENT AGREEMENT

THIS AGREEMENT made this 1st day of July, 2017 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/SBA."

WHE/HE/SHEREAS, 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, 2017 and shall remain in effect through June 30, 2020

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 as required by N.J.S.A. 18A:17-17. .

B. Duties

1. To perform faithfully the duties of Superintendent of Schools/School Business Administrator 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.
2. 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.
3. To non-renew personnel pursuant to N.J.S.A. 18A:27-4.1, and to provide a statement of reasons for non-renewal upon proper request to the employee.
4. To study and make recommendations with respect to all criticisms and

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- complaints, which The Board, either by committee or collectively, shall refer to him/her. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out his/her duties.
5. To assume responsibility for the administration of the affairs of the school district, including but not limited to programs, personnel, fiscal operation, and instructional programs. All duties and responsibilities therein will be performed and discharged by the Superintendent, or by staff, at the Superintendent's direction.
 6. 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/her that his/her 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 school district.
 7. 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. The Board shall not substantially increase the duties of the Superintendent by assigning the duties or responsibilities of another position or title unless the parties agree upon additional compensation commensurate with such increase in duties and the additional compensation is reflected in an addendum to this contract and such addendum has been approved by the Executive County Superintendent. 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.
 8. 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/her 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 including NJSBA/NJASA/NJASBO/TECHSPO and one national conference with registration fees paid by The Board of Education.

B. Seminars and/or courses offered by public or private educational institutions.

C. Meetings with other persons whose particular skills or backgrounds would serve to enhance the skills and capacity of the Superintendent/SBA to perform his/her professional responsibilities for The Board.

D. Visits to other educational institutions. In its encouragement of the

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Superintendent/SBA's professional growth and development, The Board shall permit a reasonable amount of release time for said activities, which release time does not impinge upon or detract from the Superintendent/SBA's performance of his/her responsibilities and duties as the educational leader of Tuckerton Elementary School. During each year of his/her Agreement, the board shall pay on behalf of the Superintendent/SBA the dues required for the Superintendent to belong to the following organizations, NJASA, AASA, OCASA, NJASBO, OCASBO.

4. Evaluation

The Board shall evaluate the performance of the Superintendent/SBA once a year, on or before April 1. The Superintendent's annual evaluation shall be in writing, shall include areas of commendations and recommendations, and shall provide direction as to any areas of performance in need of improvement. Before final Board action, a copy shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The annual evaluation shall be based upon the goals and objectives of the district as well as the Board policies regarding the Superintendent and such other criteria as the State Board of Education shall by regulation prescribe. The Superintendent shall submit to the Board an annual Professional Growth Plan that incorporates the agreed upon goals and objectives.

5. Compensation

A. Salary

The Board agrees to pay and The Superintendent/SBA agrees to accept a salary as outlined below for the first year of The contract. Future compensation will be increased 2% annually on each succeeding July 1.

1. ***Superintendent's Salary: \$127,000**

\$122,000 – Superintendent Salary

\$5,000 – Business Administrator Salary

*Includes compensation for School Business Administrator duties.

2. **Merit Increases:** The Superintendent may receive a merit bonus in addition to his/her 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 quantitative merit criteria and two 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 of 3.33% of his/her 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. The Board shall pay the merit bonus within thirty days (30) of the Executive County Superintendent's confirmation that the merit criteria have been satisfied.
3. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight July 1, 2020 (the final day of this Contract) unless the parties have agreed to a contract extension and the Ocean County Executive County

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Superintendent has approved that extension. The terms of the extension will govern all increases to take effect after July 1, 2020. Any renewal, extension, or modification of this Contract shall comply with the notice provisions of P.L. 2007, c. 53, The School District Accountability Act and N.J.A.C. 6A:23A-3.1, et seq.

4. Salary reduction:

During The term of this agreement, including any mutual extension thereof the Superintendent may not be dismissed or reduced in compensation for ineffectiveness, incompetence, unbecoming conduct or other just cause except as provided by law.

B. Benefits

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

A. Vacation and Holidays

1. The Superintendent shall be granted Twenty (20) vacation days annually. 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 be permitted to take vacation days at any time, during the 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 hour's schedule.
2. In The event that The Superintendent's Contract is terminated prior to its expiration or not renewed, unused vacation time shall be paid at The Superintendent's daily rate of pay, based upon a 260-day work year, following his/her last day of employment.

B. Sick Leave

On July 1st of each year of this agreement, the Superintendent shall be credited by the Board with 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 in accordance with the provisions of Title 18A. 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 Board Secretary. 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

1. The Board shall provide The Superintendent with health benefits coverage. The

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Superintendent shall pay the premium costs for all such coverages set forth in Chapter 78, P.L. 2011 and implementing regulations. The premium shall be paid by the Superintendent through payroll deduction.

2. 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.

F. Professional Memberships.

The Superintendent shall be entitled to membership, at The Board's expense for professional dues in the following professional associations: AASA, NJASA, OCASA, NJASBO, OCASBO and/or other organizations deemed important by The Superintendent and The Board.

F. Cell Phone Allowance

The Superintendent shall be allowed a monthly cell phone allowance of \$100 for 12 months each year.

G. Travel Expenses

1. The Superintendent shall be entitled to reimbursement for expenses incurred for attendance at professional conferences up to \$2,500 and similar expenses, which he/she 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, et seq.). Such reimbursement shall comply with all applicable provisions of state and federal statutory and regulatory provisions and guidance, and with board policy.
2. 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/her 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/her 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/her intention to The Board of Education, unless The Board shall approve of a release on

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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. I8A: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.

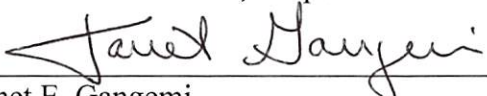
10. Conflicts

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.

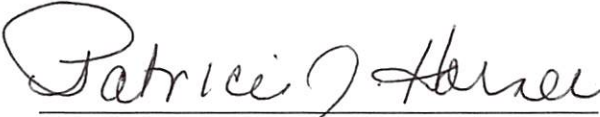
11. Savings Clause.

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:

 6-26-17

Janet E. Gangemi

 6-26-17

Trisha Horner, Board of Education President