

CONTRACT OF EMPLOYMENT

This Contract is made this _____ day of November, 2018, between

THE CLINTON TOWNSHIP BOARD OF EDUCATION,

(hereinafter “the Board” or “the District”), with offices located at

128 Cokesbury Road, Lebanon, NJ 08833

and

Michele Cone (hereinafter “the Superintendent”).

PREAMBLE

WITNESSETH

WHEREAS, the Board desires to employ the Superintendent to serve as the chief school administrator of the school district; and,

WHEREAS, the Board desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Board believes generally improves the quality of its overall educational program; and,

WHEREAS, the Board and the Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools; and,

WHEREAS, the Superintendent is the holder of an appropriate certificate as prescribed by the State Board of Education and as required by *N.J.S.A. 18A:17-17*;

NOW, THEREFORE, in consideration of the following mutual promises and obligations, the parties agree as follows:

ARTICLE I

EMPLOYMENT

The Board hereby agrees to employ Michele Cone as Superintendent of Schools for the period of November 20, 2018 through 11:59 p.m. on June 30, 2022. The parties acknowledge that this Contract must be approved by the Executive County Superintendent for Hunterdon County in accordance with applicable law and regulation prior to approval by the Board.

ARTICLE II

CERTIFICATION

The parties acknowledge that the Superintendent possesses a certificate of eligibility, and has applied for and is in the process of obtaining, but does not currently possess, a provisional administrative certificate and school administrator endorsement from the New Jersey Department of Education, which certificate and endorsement is required in order for her to serve as Superintendent. The Superintendent agrees to use her best efforts to obtain it as soon as possible and to keep the Board President informed of the status of the application for certification. The Board agrees to cooperate in promptly providing any information or documentation that is necessary for the Superintendent to obtain a provisional certificate as a school administrator, and further agrees to cooperate with a state-required mentor during the residency period as per state certification regulations. The parties expect the Superintendent to obtain the appropriate administrative certification and school administrator endorsement prior to the commencement of the next school year; however, proof of submission of the requisite application and supporting documents will satisfy this clause.

If, at any time during the term of this Contract, the Superintendent's certification(s) is revoked, this Contract shall be null and void as of the date of the revocation. The Superintendent will provide official course transcripts for all earned postsecondary degrees to the Board of Education. These transcripts will be kept on file in the Board office.

ARTICLE III

DUTIES

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

A. To perform faithfully the duties of Superintendent of Schools for the Board and to serve as the chief school administrator in accordance with the laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board in the future. The specific job description adopted by the Board, applicable to the position of Superintendent of Schools, is incorporated by reference into this Contract and attached as Exhibit A.

B. To devote the Superintendent's full time, skills, labor, and attention to this employment during the term of this Contract. The Superintendent shall notify the Board President in the event she is going to be away from the district on district business for two (2) or more days in any week. Any time away from the district that is not for district business must be arranged in accordance with provisions in this Contract governing time off. The Board recognizes that the demands of the Superintendent's position require her to work long and irregular hours, and occasionally may require that she attend to district business outside of the district.

C. To perform all duties incident to the Office of the Superintendent and such other duties as may be prescribed by the Board from time to time. However, the Board shall not assign to the Superintendent the duties or responsibilities of another position or job title unless the parties are able legally to negotiate additional compensation commensurate with the duties or responsibilities to be assigned. Any such change in compensation shall, if required, be subject to the review and approval of the Executive County Superintendent for Hunterdon County. The Superintendent and the Board shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations.

ARTICLE IV

SALARY AND BENEFITS

A. Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract, but it shall not be deemed that the Board and the Superintendent have entered into a new employment contract. Any such amendment shall, if required, be subject to the review of the Executive County Superintendent.

1. Salary. In the first year of this Contract, the Board shall pay the Superintendent an annual base salary of one hundred fifty-four thousand dollars (\$154,000.00), pro-rated to account for the start date of November 20, 2018. In the second year of the Contract, the Board shall pay the Superintendent an annual base salary of one hundred fifty-six thousand dollars (\$156,000.00). In the third year of the Contract, the Board shall pay the Superintendent an annual base salary of one hundred fifty-eight thousand dollars (\$158,000.00). In the fourth year of the Contract, the Board shall pay the Superintendent an annual base salary of one hundred sixty thousand dollars (\$160,000.00). This annual salary shall be paid to the Superintendent in

accordance with the schedule of salary payments in effect for other certified employees. Any such change in the Superintendent's salary shall, if required, be subject to the review and approval of the Executive County Superintendent for Hunterdon County. In the event the Salary Cap Regulations expire, are amended, and/or are determined to be invalid by a court or administrative agency of competent jurisdiction, the parties shall be free to negotiate new salary terms.

2. Merit Bonuses. Merit bonuses shall be provided to the Superintendent if the Superintendent's achieves certain qualitative and quantitative criteria. The Board and Superintendent shall select three (3) quantitative merit criteria and two (2) qualitative merit criteria per contract year. The merit goals shall be submitted to the Executive County Superintendent for review and approval by December 21, 2018 and by September 30 of each subsequent year of the contract. 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 the amount of 3.33% of her annual base salary for each quantitative merit criterion achieved, and/or a merit bonus in amount of 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.

Merit bonuses shall not be cumulative and shall be payable in a lump sum at the end of each school year upon the achievement of each quantitative or qualitative merit criterion.

The Superintendent shall receive payment for merit bonuses within 30 days of the district's receipt of the approval of the Executive County Superintendent. The Board's obligation to compensate the Superintendent for earned merit bonuses shall survive the termination of this Employment Contract.

3. 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.

B. Sick Leave: As of the date of the execution of this Contract of Employment, the Superintendent has 41 accumulated sick days which she has carried over from her prior position. The Superintendent shall be allowed twelve (12) sick days per year, which shall be cumulative as required by law. All of these sick days shall be available for the Superintendent's use on the first day of each year of the Contract

C. Upon the Superintendent's retirement, the Board shall pay her for her unused accumulated sick days at a per diem rate of 1/260 of her final annual salary, subject to a maximum payment of fifteen thousand dollars (\$15,000). Any such payment shall be made within thirty (30) days of the Superintendent's last day of employment. Accumulated unused sick leave compensation shall not be paid to the Superintendent's estate or beneficiaries in the event of death prior to retirement.

D. Professional Membership: The Superintendent shall be entitled to membership, at the Board's expense, for professional dues in the NJASA, AASA, and Hunterdon County ASA professional associations. The Superintendent also shall be entitled to reimbursement for expenses incurred attending the NJSBA Fall Conference and the NJASA Spring Conference in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated

regulations (*N.J.S.A.* 18A:11-12 and *N.J.A.C.* 6A:23A-7.1, *et seq.*). Such reimbursement shall comply with all applicable provisions of state statutory and regulatory provisions and guidance, and with board policy. The Board shall pay for all state-mandated continuing education.

E. Residency/Mentor Program. The Superintendent will continue to participate in the School Administrators Residency Program (“SARP”) offered by the New Jersey Association of School Administrators (“NJASA”), as required by New Jersey Education law and regulations. The Board will pay the cost of the Employee’s enrollment in the NJASA SARP program to a maximum of \$2,500.00.

F. Health Benefits: The Board shall provide the Superintendent with the same individual or family health benefits coverage, at her option, that is offered to other Board employees. The only cost to the Superintendent for the health benefits coverage she selects will be the required employee contributions for medical insurance in accordance with P.L. 2011, Chapter 78.

G. 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 for post-doctoral work in an area or discipline judged to be of benefit to the Board. Tuition reimbursement must culminate in the acquisition of a graduate degree confirmed by a duly accredited institution of higher education. The Superintendent shall seek Board approval prior to enrolling in any graduate course of study and shall be limited to six (6) credits per year at the State rate.

H. Vacation:

1. As of the date of the execution of this Contract of Employment, the Superintendent has 34 unused accumulated vacation days which she has carried over from her

previous position. In addition, the Superintendent shall be entitled to twenty-three (23) vacation days annually. All of these vacation days shall be available for the Superintendent's use on the first day of each year of the Contract.

2. The Superintendent shall take her vacation time after giving the Board President reasonable notice. The Superintendent may take vacation days during the school year, upon notice to the Board President. The Superintendent should attempt to take no less than two (2) weeks of vacation leave when school is not in session. The Superintendent is expected to attend to the business of the district as required for the smooth and efficient operation of the school district. The Superintendent shall document the use of accrued vacation days with the Board Secretary.

3. The Board encourages the Superintendent to take her full vacation allotment each year; however, in addition to the 34 days the Superintendent is entitled to carry over from her prior position, if she is unable to take her full vacation allotment in a given year due to business demands, the Superintendent may carry over not more than ten (10) vacation days from year-to-year. All such days carried over must be used in the next year, or those days not taken will be forfeited.

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

I. Holidays: The Superintendent shall be entitled to the winter and spring breaks in addition to the following holidays: Labor Day, Yom Kippur or Rosh Hashanah, Columbus Day,

NJEA Convention, Thanksgiving and the day after Thanksgiving, Christmas Eve and Christmas Day, New Year's Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day, and July 4th. All holidays are subject to the school calendar.

J. Personal Days: The Superintendent shall be entitled to 4 personal days of paid leave each school year to attend to personal business during the school day. Personal days may be taken during the school year with the prior permission of the Board President. As much advance notice as possible of the request to take personal time will be given. Personal day usage shall be reflected on time-off slips filed with the Board Secretary. Personal days are non-cumulative and non-reimbursable.

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

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

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

N. Technology: In light of her responsibilities as the Superintendent, the Board shall provide the Superintendent with a cellphone and a laptop computer that will provide the Superintendent with remote access to the Superintendent's desktop computer to tend to District business. The Superintendent shall be allowed incidental personal use of the cellphone.

O. Professional Growth of Superintendent: The Board encourages the continuing professional growth of the Superintendent. In light of her responsibilities as the Superintendent, upon pre-approval by the Board, the Board shall pay and/or reimburse the Superintendent up to two thousand dollars (\$2,000) per school year for travel, lodging, meals and registration expenses to attend a national conference. The Superintendent shall follow Board policy and other applicable law in supplying the necessary documentation when seeking reimbursement. The Board shall also pay and/or reimburse the Superintendent for costs associated with any State mandated continuing education.

ARTICLE V

ANNUAL EVALUATION

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

Each annual evaluation shall be in writing and shall represent a majority of the Board. Prior to final action by the Board in closed session, a copy of the evaluation shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The Board may meet in closed session to discuss the evaluation and the Superintendent's performance where a *Rice* notice has been served upon the Superintendent giving notice that the Superintendent's employment will be discussed in closed session, and the Superintendent has not requested that the meeting be conducted in public. The evaluations shall be based upon the

criteria adopted by the Board, the goals and objectives of the district, which shall include encouragement of student achievement, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent, the district's placement on the NJQSAC continuum, and such other criteria as the State Board of Education shall by regulation prescribe. The final draft of the annual evaluation shall be adopted by the Board on or before June 30th. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year. The Board and the Superintendent shall mutually agree on the evaluation format in each year of this Contract. The Superintendent shall be entitled to copies of all back-up materials utilized in the evaluation process.

In the event that the Superintendent is served with a *Rice* notice and chooses to have the ensuing discussion in closed session, at a minimum, the Superintendent shall be permitted to address the Board in closed session during a portion of the closed session discussion and to bring a representative of her own choosing.

ARTICLE VI

TERMINATION OF EMPLOYMENT CONTRACT

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

1. revocation or suspension of the Superintendent's certificate, in which case this Contract shall be null and void as of the date of revocation, as required by *N.J.S.A. 18A:17-15.1*;
2. forfeiture under *N.J.S.A. 2C:51-2*;
3. mutual agreement of the parties;
4. notification in writing by the Board to the Superintendent, by January 1, 2022 of the Board's intent not to renew this Contract; or

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

B. Nothing in this Contract shall affect the Board's rights with regard to suspension under *N.J.S.A.* 18A:6-8.3 and applicable case law.

C. The Superintendent may terminate this Employment Contract upon at least 90 calendar days written notice to the Board, filed with the Board Secretary, of her intention to resign.

D. The Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by paragraphs B. and C. *supra* and *N.J.S.A.* 18A:17-20.2, provided, however, that the Board shall have the authority to relieve the Superintendent of the performance of her duties in accordance with *N.J.S.A.* 18A:27-9, so long as it continues to pay her salary and benefits for the duration of the term. The parties understand that any early termination must comply with the provisions of *P.L.2007, c. 53, The School District Accountability Act.*

ARTICLE VII

RENEWAL - NON RENEWAL

This Employment Contract shall automatically renew for a term of four years, expiring June 30, 2026, unless either of the following occurs:

A. the Board by contract reappoints the Superintendent for a different term allowable by law; or

B. the Board notifies the Superintendent in writing, on or prior to January 1, 2022 that she will not be reappointed at the end of the current term, in which case her employment shall cease upon the expiration of this Contract.

ARTICLE VIII

PREEXISTING TENURE RIGHTS

Pursuant to *N.J.S.A.* 18A:17-20.4, the Superintendent retains all tenure rights she may have accrued in any positions which she previously held in the District. The Superintendent shall also continue to accrue seniority in all positions in which she may have achieved tenure in the District. The Superintendent shall have the right to assert all tenure and seniority rights in the event that the Board does not renew the Superintendent for any reason .

ARTICLE IX

COMPLETE AGREEMENT

This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties. Any such written agreement is subject to the review and approval of the Executive County Superintendent for Hunterdon County.

ARTICLE X

SAVINGS AND CONFLICTS CLAUSE

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

In the event of any conflict between the terms, conditions and provisions of this Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless

otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the contract.

ARTICLE XI

PROCEDURAL PROTECTIONS

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, is given the opportunity to address the Board in closed session, and is permitted to have a representative of her choosing speak on her behalf. 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.

The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act, codified at *N.J.S.A. 47A:101, et seq.*, the Right to Know Law codified at *N.J.S.A. 47:1 A-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. All information related to the Superintendent's performance, evaluation or any discipline which the public is not otherwise entitled to access under law is deemed confidential and shall not be released to the public absent a written release by the Superintendent, or by a lawful order of a court of competent jurisdiction, or pursuant to a rule of a court of competent jurisdiction.

The Superintendent shall have the right, upon request of the Board President, 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, the Superintendent 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; with the written approval of the Board President, such documents identified by her shall be destroyed consistent with the New Jersey Destruction of Public Records Law.

No material derogatory to the Superintendent's conduct, service, character or personality shall be placed in her personnel file unless she has had an opportunity to review the material. The Superintendent 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. The Superintendent shall also have the right to submit a written answer to such material.

The Board shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits actions and legal proceedings of any kind brought against the Superintendent in her 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 her and the position of the Board in relation thereto, the Superintendent may engage her own legal counsel, in which event the Board shall indemnify the Superintendent for the costs of her legal defense.

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

SUPERINTENDENT

CLINTON TOWNSHIP BOARD OF EDUCATION

Michele Cone

Maria Grant, Board President

Date: _____

Date: _____

WITNESS:

WITNESS:

Print Name:

Richard Kilpatrick, School Business
Administrator/Board Secretary