

SUPERINTENDENT EMPLOYMENT AGREEMENT

This Agreement for employment is made and entered into this 26th day of July 2017, between the Neptune Township Board of Education (hereinafter designated as the "Board") with offices located at 60 Neptune Boulevard, New Jersey 07753, and Dr. Tami Crader (hereinafter "Crader" or the "Superintendent"). Effective July 1, 2017, this Agreement replaces and supersedes all prior contracts between the parties and signature of this Agreement constitutes a rescission of all prior contracts.

WITNESSETH

WHEREAS, for the purpose of mutual understanding and in order that a harmonious relationship may exist between the Board and Tami Crader to the end that continuous and efficient services will be rendered to and by both parties, for the benefit of both; and

WHEREAS, Tami Crader 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*; and

WHEREAS, the Board and Tami Crader are parties to an Employment Agreement from August 1, 2015 through June 30, 2019 currently in effect; and

WHEREAS, on or about June 30, 2017, Tami Crader agreed in writing (copy attached) to rescind the remaining term of the existing Employment Agreement in favor of accepting a new five year Employment Agreement for the period from July 1, 2017 through June 30, 2022, subject to the approval of the Executive County Superintendent of Schools; and

NOW, THEREFORE, in consideration of the following mutual promises and obligations of the parties and the rendering of the services of Tami Crader, as stated herein, the parties hereto agree as follows:

I. TERM OF EMPLOYMENT

The Board in consideration of the promises by the Superintendent, hereby employs the Superintendent, and the Superintendent hereby accepts employment as Superintendent of Schools for the Township of Neptune Public School District (hereinafter referred to as the "District") for a term of five (5) years commencing on July 1, 2017 and expiring on June 30, 2022.

II. COMPENSATION

A. The Superintendent's salary during the life of this Contract shall be as follows:

<u>Year</u>	<u>Base Salary</u>	<u>High School Stipend</u>
July 1, 2017 – June 30, 2018:	\$172,800.00	\$5,000.00
July 1, 2018 – June 30, 2019:	\$176,256.00	\$5,000.00
July 1, 2019 – June 30, 2020:	\$179,781.12	\$5,000.00
July 1, 2020 – June 30, 2021:	\$183,376.74	\$5,000.00
July 1, 2021 – June 30, 2022:	\$187,044.28	\$5,000.00

B. The Superintendent may request to reopen the salary provisions of this Contract with regard to the Superintendent's compensation based upon a salary cap set forth in the then-current State regulations, the possibility of the addition of incentives to the Contract, and any waivers that the Board may agree to seek from the Commissioner consistent with all applicable laws and regulations.

C. The parties agree that the Board is not required to re-open the Contract of Employment if there is a change in the then-current State regulations for superintendent salary caps, or for any other reason. The parties mutually acknowledge that any such re-opener would be subject

to the notice, hearing and review/approval requirements set forth in *N.J.S.A. 18A:7-8*, *N.J.S.A. 18A:11-11*, and *N.J.A.C. 6A:23A-3.1*.

- D. The Superintendent shall be eligible for additional annual merit increases which may be provided, based on the Superintendent's progress toward achieving District goals which are approved and submitted annually to the Executive County Superintendent. The merit goals will be submitted to the Executive County Superintendent by September 30. These performance-based salary increases may be granted for contract years 2017-2018, 2018-2019, 2019-2020, 2020-2021, and 2021-2022, at an amount not to exceed 14.99% in each full contract year. Any such merit increase will be in accordance with the law and Administrative Code in effect at the time in which they are considered by the Board. The Board may grant up to three quantitative and two qualitative merit goals for each year of the contract. Each quantitative goal may provide a merit bonus of up to 3.33% of the annual salary, and each qualitative goal may provide up to 2.5% of the annual salary.

III. CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT

- A. Certification: The Superintendent shall hold a valid and appropriate Certification to act as Superintendent of Schools in the State of New Jersey throughout the term of this Employment Contract. If at any time during the duration of the contract the Superintendent's certification is revoked, this contract shall be null and void.
- B. Duties: The Superintendent shall be the chief executive and administrative officer of the District and shall have general supervision over all aspects, including the fiscal operations and instructional programs of the District and shall arrange the administrative and supervisory staff including instruction and business affairs which, in her judgment, best serve the District. The Superintendent shall make recommendations for the selection, placement,

transfer and dismissal of personnel, both instructional and non-instructional. The Superintendent shall supervise all assistants, all principals, her own office staff and each employee in the District, except for the Board Auditor and the Board Attorney.

The members of the Board, individually and collectively, will refer to the Superintendent any and all criticisms, complaints, and suggestions concerning the operation and management of the District which may be called to their attention. Any such references must be discussed by the Board members at a scheduled meeting of the Board and a consensus sought to direct the Superintendent to study, recommend and/or take action.

The Superintendent shall have the right to confer with the School Board Attorney(s) for legal assistance in carrying out her duties at the expense of the Board provided that she has conformed to the Board's policies, rules and regulations, and State law. The Superintendent shall attend all Board meetings and has the right to speak at all Board meetings and Board committee meetings. In the case of meetings where the Board intends to discuss the Superintendent's performance or negotiation of her contract, the Superintendent's right to notice at least two (2) business days in advance, and to attend and to be represented by counsel, shall be governed by law.

All duties assigned to the Superintendent by the Board and performed by the Superintendent should be appropriate to and consistent with the professional role and responsibility of the Superintendent, and shall be set by Board policy. In the event that this contract or applicable laws or regulations governing the Superintendent's duties necessitates communication to the Board in writing, any such correspondence transmitted via email shall satisfy said requirement.

The Superintendent's duties which include all such duties established by statute and regulations include and are not limited to, the following:

1. Formulation of policy, for approval by the Board, concerning educational programs, organizations, staff, budgets and educational philosophy, and administration of the school system within the framework of the policies adopted by the Board;
2. Interpretation of the policies of the board as they related to the school programs for the administrative and school staffs;
3. Recommendation of all personnel, including administrative, teaching and support staff in the system for appointments, assignments, transfers, leaves, salary guide increments, demotions or dismissals, in accordance with the policies of the Board and consistent with the New Jersey Case Law and the provisions of Title 18A of the New Jersey Statutes and Title 6A of the New Jersey Administrative Code as each may from time to time be amended;
4. Preparation, with the cooperation of the Secretary of the Board and others concerned, of a consolidated budget for the school system for approval by the Board, and administration of the budget in accordance with the approved policies;
5. Recommendation for adoption of all textbooks and supplementary instructional materials after consultation with the administrative staff. The Superintendent shall be responsible for the selection of teaching equipment, supplies, texts, and related materials;

6. When faced with the necessity of making exceptions to an established policy, she shall be empowered to act in a reasonable and prudent manner. She must immediately submit a written report of her action to the Board of Education;
 7. Being a consultant on all plans and specifications for the remodeling, adding to or revision in the school plant where pupil and/or teacher welfare is affected;
 8. Preparation of rules and regulations to interpret and implement the established policies of the Board. Such rules and regulations are to be germane to the policies established by the Board, and are to be submitted to the Board for approval;
 9. Submission of recommended school calendar to the Board;
 10. Submission of a list of recommended health service personnel (e.g., doctor, dentist, optometrist, or like services);
 11. Ascertaining that recommendation for student and athletic insurance are presented to the Board prior to the start of the athletic program and the school year;
 12. Consulting with staff, at her discretion, relative to educational recommendations and decisions;
 13. Assisting in contractual negotiations as directed by the Board of Education; and
 14. Providing a proper educational atmosphere for the development and implementation of innovative educational programs.
- C. Outside Activities: The Superintendent shall devote her full time, attention, and energy to the business of the District. 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, which are of a short-term duration with the prior consent of the Board, which consent shall not be unreasonably withheld and may receive compensation, remuneration or honorarium provided that such activities do not interfere with the duties of the Superintendent.

IV. PROFESSIONAL GROWTH OF SUPERINTENDENT

The Board encourages the continuing professional growth of the Superintendent through his participation in the following:

- A. Operations, programs, and other activities conducted or sponsored by local, state and national school administrator and/or school board associations;
- B. Seminars and courses offered by public or private educational institution;
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform her professional responsibilities for the Board;
- D. Visits to other institutions;
- E. Other activities promoting the professional growth of the Superintendent;
- F. The Superintendent shall be permitted to attend the New Jersey School Boards Association convention, the New Jersey Association of School Administrators conference, and the American Association of School Administrators (AASA) national convention. The Superintendent, subject to Board approval, may attend two (2) additional State and National conventions. The Board, in accordance with *N.J.S.A. 18A:11-12* and Board Policy shall pay for the Superintendent's convention registration, travel to and from the convention, meals, and reasonable hotel charges incurred in connection with such conventions consistent with the established state rates for travel and the prescribed procedures for reimbursement. Such

reimbursement shall be consistent with current OMB Circulars and allowances for overnight travel subsistence and travel expenses. Additionally, the Board shall pay for personal professional membership dues of the Superintendent in an amount not to exceed Four Thousand (\$4,000) Dollars *per annum*.

V. BENEFITS and ENTITLEMENTS

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

A. **Vacation and Holidays:** The Superintendent shall be granted twenty (20) paid vacation days per school year, all of which shall be available for use on July 1st of each school year. In accordance with *N.J.S.A. 18A:30-9*, the Superintendent shall be permitted to carry-over up to ten (10) vacation days not utilized in the school year in which the days were given because of business demands for use during the next succeeding school year. Any days accrued consistent with the provision of *N.J.S.A. 18A:30-9* as enunciated herein shall be payable at the time of separation and may be paid to the Superintendent's estate or beneficiaries in the event of the Superintendent's death prior to separation. Said vacation days will be paid at the then current per diem rate for the Superintendent. Throughout this contract, the per diem rate shall be calculated at no less than 1/260th of the Superintendent's then-current salary.

At separation of employment the Employee, or the Estate of the Employee, shall be compensated for accrued and unused vacation days at the per diem rate which shall be calculated at 1/260th of the Employee's annual salary then in effect, with payment issued within thirty (30) days of such separation.

The Employee shall be entitled to take all holidays as set forth in the school district's Management Calendar.

B. **Sick Leave:** The Employee shall be allowed fifteen (15) paid days of personal sick leave per school year, all of which shall be available for use on July 1st of each school year. The unused portion of said sick leave shall, at the end of any school year, *i.e.*, June 30th, be cumulative.

In accordance with *N.J.S.A. 18A:30-3.2*, at initial hire, the NTBOE shall grant the transfer of up to sixty (60) days credit for unused sick leave days that have been accumulated in another N.J. Public School District.

The Employee shall be compensated for all accrued and unused sick days solely upon separation of employment by reason of retirement, following fifteen (15) years of employment by the Board, which shall be paid at the per diem rate of 1/260th of the Employee's annual salary in effect at the time of separation, but in no event shall the amount exceed \$15,000.00, or the maximum amount allowed by the State, whichever is less. Said payment shall be made to a 403b plan. In no event shall any such payment be made to a beneficiary or the estate of the Employee.

The Employee shall be allowed three (3) family sick days per school year, all of which shall be available for use on July 1st of each school year. Any such days used by June 30th of that same school year shall expire.

C. **Medical Benefits:** The Board of Education shall provide to the Employee a medical benefits package at the tier level (Single, Parent & Child, 2 Adults, Family) appropriate to her immediate family. Said plan shall consist of the School Employee Health Benefits Program (Direct 15), Prescription, Dental, and Vision coverage.

The Employee shall contribute toward the cost of the medical benefits package as stipulated in New Jersey P.L. 2011 Chapter 78, with contributions paid via payroll deduction under authority of an IRS Section 125 plan.

The Employee shall have the right to forego all or a portion of the medical benefits to which she is entitled, in exchange for a cash payment based on the applicable waiver payment allowed by law.

The Superintendent shall receive the same increases in insurance benefits, if any, that are provided to all other personnel employed by the Board during the term of this Agreement.

D. **Temporary Leaves of Absence:** Pursuant to *N.J.S.A.* 18A:30-7, up to four (4) paid days of annual leave of absence for personal reasons per school year will be granted to the Employee upon prior notice to the Personnel Office provided in a timely manner. At the end of the school year, *i.e.*, June 30th, any unused leave for personal reasons will be transferred to cumulative sick leave provided, however, not more than fifteen (15) unused sick days may accrue from one such year to the next.

Five (5) consecutive paid school days will be allowed for absence in the case of the death of a member of the Employee's family, *i.e.*, parent, brother, sister, spouse, child, or a member of the Employee's household.

E. **Reimbursements:** The Superintendent shall be reimbursed for approved travel expenses, including mileage at the State OMB rate or such other rate as may be permitted by law, in accordance with Board Policy, *N.J.S.A.* 18A:11-12, as may be amended, and relevant NJOMB Circulars for travel outside of Monmouth County. The Superintendent shall provide personal automobile liability insurance at her own cost and expense.

F. **Cell Phone:** The Board shall supply the Superintendent with the use of a cell phone which is the property of the Board and shall be returned to the District at the end of the Superintendent's employment with the District. The Board shall be responsible for all costs associated with its maintenance. Incidental personal use of the device by the Superintendent shall be permitted. The

cell phone shall be replaced as necessary due to reasonable wear and tear. The Superintendent must comply with all District Acceptable Use policies regarding the use of computer devices.

VI. MISCELLANEOUS PROVISIONS:

The Board shall, in accordance with *N.J.S.A. 18A:16-6* and *N.J.S.A. 18A:16-6.1*, provide the Superintendent with statutory indemnification for suits commenced against her while performing within the scope of her duties. 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 shall supply the Superintendent with the use of a new laptop computer which is the property of the Board and shall be returned to the District at the end of the Superintendent's employment with the District. The Board shall be responsible for all maintenance and software updates associated with the laptop computer. The laptop computer shall be replaced as necessary. The Superintendent must comply with all District Acceptable Use policies regarding the use of computer devices.

VII. SEPARATION FROM SERVICE

Upon the termination of the Superintendent's employment pursuant to *N.J.S.A. 18A:17-20.2*, all benefits shall terminate, except as otherwise provided by law or expressly provided for herein.

VIII. EXTENDED LEAVE OF ABSENCE

A. **Illness in Immediate Family:** The Board, in its discretion, may grant the Superintendent an extended leave of absence without pay, while continuing all other benefits provided herein, for up to one (1) year for the purpose of caring for a sick member of the Superintendent's immediate family. Immediate family shall be defined as spouse, child, or parent.

B. **Return from Leave:**

1. **Benefits:** All benefits which the Superintendent had accrued as of the time the leave of absence commenced, including unused, accumulated sick leave and credits toward sabbatical eligibility, shall be restored upon the Superintendent's return and the Superintendent shall be assigned to the position which the Superintendent held at the time said leave commenced. However, sick leave will not accumulate during the extended leaves of absence described in Paragraph A above.

2. **Other Employment:** No leave of absence shall be granted for employment in another business or occupation. If, during the Superintendent's leave of absence, she engages in employment or self-employment, whether full-time or part-time, without written consent of the Board, the Superintendent shall be deemed to have voluntarily terminated her employment.

C. **Extensions and Renewals:** All extensions and renewals of leaves shall be applied for in writing and may be granted by the Board in its discretion and pursuant to statute.

IX. MEDICAL EXAMINATION/DISABILITY OF THE SUPERINTENDENT

In the event of disability by illness or incapacity, after the Superintendent's sick leave, vacation, and personal days have been exhausted, compensation shall be reinstated only after the Superintendent has returned to employment and undertaken the full discharge of her duties. If, in

the opinion of the Board, a question exists concerning the capacity of the Superintendent to return to her duties, the Board may require the Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine in the State of New Jersey. If the examination is performed by a physician or institution, of the Board's choosing, then the cost thereof and of all laboratory tests and medically-indicated diagnostic testing procedures in connection therewith shall be borne by the Board. If the Superintendent desires to use a physician or institution of her own choosing, then the Superintendent must obtain the prior approval of such physician or institution by the Board and the Board shall bear the cost of the exam and the lab tests, and medically-indicated diagnostic testing procedures associated therewith. The approval of the Board shall not be unreasonably withheld.

X. BOARD GOALS AND OBJECTIVES

Prior to July 1st of each year, the parties shall meet to establish the Board's goals and objectives for the ensuing years.

XI. EVALUATION

The Board shall evaluate the performance of the Superintendent at least once a year prior to July 1st. Each evaluation shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the evaluation. The evaluations shall be based upon the goals and objectives of the District, the responsibilities of the Superintendent as determined by the Board and such other criteria as the State Board of Education may by regulation prescribe.

The Board shall supply the Superintendent with a copy of is written evaluation of her on or before April 15th of each year of this Employment Contract, which shall include areas of strengths and weaknesses and which shall provide directions as to areas of performance in need of improvement. On or before April 1st of each year of this Employment Contract, the Board and the

Superintendent shall meet in closed executive session for the purpose of mutual evaluation of the performance of the Board and the Superintendent. If for any reason, the meeting provided for earlier in this Paragraph cannot take place on or before April 1, said meeting shall be held as soon as practicable thereafter.

In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include recommendations as to the areas of 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.

On or before June 1st of each year of this Employment Contract, or as soon as practical thereafter, the Superintendent and the Board shall meet to review the evaluation format to be used in the subsequent school year.

XII. RENEWAL/EXTENSION OF EMPLOYMENT CONTRACT

At the conclusion of the term of this Employment Contract, the Superintendent shall be deemed reappointed for an additional contract term of five (5) years, unless one of the following events shall occur:

- A. Mutual agreement of parties.
- B. Unilateral resignation by the Superintendent upon ninety (90) days' written notice to the Board.
- C. Action of the Board for cause in accordance with the provisions of *N.J.S.A. 18A:17-20.2*.
- D. The Board provides the Superintendent written notice of its intent to not renew the Superintendent's contract in accordance with *N.J.S.A. 18A:17-20.1*.

XIII. TERMINATION OF EMPLOYMENT AGREEMENT

This Employment Agreement may be terminated for the following reasons:

- A. Death of Superintendent;
- B. The parties agree that in the event the Superintendent's certification is revoked, all provisions of this Employment Agreement shall be null and void as of the date of the revocation.
- C. If the Superintendent is lawfully precluded from performing her duties by any judgment, order, or direction of any court of competent jurisdiction or the State Board of Education, all provisions of this Employment Agreement shall terminate and the Superintendent's employment shall cease.
- D. During the term of this Agreement, Superintendent shall be subject to dismissal by the Board in accordance with *N.J.S.A. 18A:17-20.2*:
 - 1. Indictment for felony unless subsequently cleared or acquitted;
 - 2. Conviction of a felony;
 - 3. Documented cause such as gross mismanagement, purposeful waste or fraud;
 - 4. Revocation of certification
- E. In the event Superintendent is terminating this Agreement, she shall provide at least sixty (60) days' written notice to the Board, or to any other period as may be established by law.

XIV. RELEASE OF PERSONNEL INFORMATION

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. 47:1A-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. 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.

XV. PERSONNEL RECORDS

The Superintendent 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, 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; the board shall determine if any documents so identified may be removed from the Superintendent's personnel record.

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.

XVI. COMPLETE AGREEMENT

This Employment Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties and prior approval of the Executive County Superintendent.

XVII. 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, or any permissive State or Federal law, then, unless otherwise prohibited by law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of this Employment Contract.

XIII. SAVINGS CLAUSE

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

IN WITNESS WHEREOF, the Board has hereunto caused these presents to be executed by its proper officers on the day and year as written below.

Attest:

NEPTUNE BOARD OF EDUCATION



Board Secretary



Board President

Dated: _____

Dated: _____

Witness:

DR. TAMI CRADER



Dated: _____

Dated: _____