

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT is made and entered into this 20th day of April , 2009, by and between the

RANDOLPH TOWNSHIP BOARD OF EDUCATION, with offices located at 25 School House Road, Randolph, New Jersey 07869 (hereinafter referred to as the "Board"), and

DR. THOMAS KANE, (hereinafter referred to as the "Assistant Superintendent").

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 programs 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 herein contained of the Assistant Superintendent, hereby employs, and the Assistant Superintendent hereby accepts employment as Assistant Superintendent of Schools for the period from July 1, 2008 through June 30, 2009.

2. ASSISTANT SUPERINTENDENT RESPONSIBILITIES

The Assistant Superintendent shall be lead administrator for curriculum, instruction and assessment in the district and shall have general supervision over the instructional program.

All duties assigned to the Assistant Superintendent by the Superintendent should be appropriate to and consistent with the professional role and responsibility of the Assistant Superintendent, and consistent with the job description for the position which will be jointly reviewed by the Assistant Superintendent and the Superintendent and modified as appropriate.

3. COMPENSATION

During the term of this Employment Contract, including any extension thereof, the Assistant Superintendent shall not be reduced in compensation, including salary and benefits except as may be required by statute or regulation. In no event shall the Assistant Superintendent's salary, leaves, medical and/or other insurance, and/or any other forms of compensation and benefits be less than that provided any other employee in the district, except the Superintendent, unless required by statute or regulation.

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

1. **Salary.** The Board shall pay the Assistant Superintendent an annual salary of One Hundred Fifty-One Thousand Six Hundred Ninety Four Dollars (\$151,694.00) for the 2008-09 school year. This annual salary rate shall be paid to the Assistant Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

2. **Additional Merit Increases.** The Assistant Superintendent shall be eligible for an annual salary increase, the amount of which shall be determined by the Board, on the basis of performance evaluations, the recommendations of the Superintendent and consultation with the Assistant Superintendent, subject to provisions of #10 Termination of Employment Contract.

B. **Leaves.** The Board shall provide the following leaves as part of the Assistant Superintendent's compensation:

1. **Vacation.** The Assistant Superintendent shall be granted twenty (20) vacation days annually, all of which shall be available to the Assistant Superintendent on July 1st of each year. He may carry over up to ten (10) unused vacation days from one year to the next, provided that the carryover days shall be used in the school year immediately following the school year in which they were earned and accrued. The Assistant Superintendent shall be permitted to take vacation days at any time, including, but not limited to, at the Assistant Superintendent's sole option, upon retirement, resignation or contract nonrenewal, upon advance notice to the Superintendent. The Board, through its business office, shall be responsible for maintaining written documentation of the Assistant Superintendent's earned, used and accrued vacation days. In the event of an unpaid leave of absence for any reason, the Assistant Superintendent shall be permitted to use unused accumulated vacation time at his option.

2. **Holidays.** In addition to paid vacation days, the Assistant Superintendent shall be entitled to the same paid holidays to which other central office administrators are entitled.

3. **Sick Leave.** The Assistant Superintendent shall be allowed twelve (12) days sick leave annually. The unused portion of such leave, at the end of each school year, shall be cumulative. The Board agrees to credit the Assistant Superintendent's sick leave account immediately, at the outset of his employment, with thirty (30) days of sick leave, which were earned by the Assistant Superintendent in his prior employment. At the conclusion of each year of the Assistant Superintendent's employment, his sick leave bank shall be reduced by twelve

(12) days until the 30-day credit is exhausted. In any case, none of the days credited to this sick leave bank shall be eligible for reimbursement at the time of severance of the Assistant Superintendent's employment.

4. Personal Leave. The Assistant Superintendent shall be granted personal days off with pay as follows: four (4) days per year for any purpose; five (5) days for death of an immediate family member; three (3) days for death of other close relatives; and one (1) day for the death of a close friend or other relative.

C. Medical Insurance. The Board shall provide, as part of the Assistant Superintendent's compensation, major medical/hospitalization, dental care, and prescription plan, on the same terms such benefits are applied to other administrators employed in the Central Office of the school district as set forth in Board Policy 3127. The Assistant Superintendent shall be required to contribute, by means of payroll deduction, the percentage of the premium cost for this insurance (set annually by the Board). For 2007-2008, this percentage shall be 5% of the annual premium.

D. Other Insurance. The following insurance will be provided as part of the Assistant Superintendent's compensation:

1. Disability Income-Protection Insurance. The Board shall purchase long-term and short-term disability income-protection coverage for the Assistant Superintendent at an annual cost not to exceed Three Thousand Five Hundred dollars (\$3,500.00).

2. Liability Insurance. The Board agrees to cover the Assistant Superintendent under the Board's liability insurance under the same terms of coverage provided to other employees of the district.

E. Job-Related Expenses

Payments for automobile expenses shall not exceed limits established by New Jersey State Department of Education Regulations and New Jersey Office of Management and Budget Circulars.

2. Computer. The Board shall provide the Assistant Superintendent with a laptop computer and other necessary equipment for his use while working at home. The Board shall be responsible for maintaining said computer. The computer shall at all times remain the property of the Board and shall be returned to the Board at the time of severance of the Assistant Superintendent's employment.

3. Cellular Telephone. The Board shall provide the Assistant Superintendent with a cellular telephone for business use, and shall pay all monthly charges in connection with same. The cellular telephone shall at all times be the property of the Board and shall be returned to the Board at the time of severance of the Assistant Superintendent's employment.

F. Other Compensation

1. Tax-Deferred Retirement Program. The Board shall provide for the Assistant Superintendent the same tax-deferred retirement plan provided to Central Office staff under the terms of Board Policy 3127.

G. Indemnification. The Board shall defend, hold harmless and indemnify the Assistant Superintendent from any and all demands, claims, suits, actions and legal proceedings of any kind brought against the Assistant Superintendent in his capacity as an agent and/or employee of the Board as required by law. If, in the good faith opinion of the Assistant 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 Assistant Superintendent may engage his own legal counsel, in which event the Board shall indemnify the Assistant Superintendent for the costs of his legal defense. In any case in which the defense of a claim, demand or action brought against the Assistant Superintendent is the responsibility of one or more of the Board's insurance carriers, the provision of separate counsel shall be governed by the terms of the applicable insurance policy or policies.

4. SEPARATION FROM SERVICE

The Assistant Superintendent shall also receive the following, as part of his compensation upon his separation from employment with the district.

A. Upon the Assistant Superintendent's separation from employment with the District for purposes of retirement in accordance with the Teachers' Pension and Annuity Fund rules, the Board will pay all unused, accumulated sick days at the per diem rate, defined as 1/260th, of the Assistant Superintendent's final annual salary to a maximum of \$15,000.

B. Vacation Leave.

1. Upon the Assistant Superintendent's separation from employment with the School District for any reason, the Board may compensate the Assistant Superintendent for all unused and accumulated vacation leave up to the maximum set forth in Section 3.B.1. of this Contract, at his per diem rate defined as 1/260th of his final salary. In the alternative, the Board may require that the Assistant Superintendent leave some or all of his unused vacation leave prior to severance.

2. Payment to Estate. If the Assistant Superintendent dies before his Employment Contract year is completed, payments for his unused accumulated vacation time, up to the limits set forth in Section 3.B.1. of this Employment Contract shall be made to his estate.

5. PROFESSIONAL GROWTH OF ASSISTANT SUPERINTENDENT

The Board encourages the continuing professional growth of the Assistant Superintendent through his participation, as he might decide and with the approval of the Superintendent and in light of his responsibilities as the Assistant Superintendent, in the following:

- (a) the operations, programs, and other activities conducted or sponsored by local, state and national school administrators and school board associations;
- (b) seminars and courses offered by public or private educational institutions;
- (c) informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Assistant Superintendent to perform his professional responsibilities for the Board;
- (d) visits to other institutions; and,
- (e) other activities promoting the professional growth of the Assistant Superintendent.

In its encouragement, the Board shall permit a reasonable amount of release time for the Assistant Superintendent, as he deems appropriate, and as approved by the Superintendent, to attend such matters and shall pay all necessary travel, registration and sustenance expenses. At a minimum, the Assistant Superintendent shall be permitted to attend, at his option, one state and one national conference annually. In no case, shall the reimbursement of expenses of the Assistant Superintendent pursuant to this Section exceed the limits established by New Jersey Department of Education Regulations and New Jersey Office of Management and Budget Circulars.

6. MEMBERSHIP FEES

The Board shall pay one hundred percent (100%) of the Assistant Superintendent's membership fees and/or charges to the American Association of School Administrators, the New Jersey Association of School Administrators, the American Educational Research Association, and other professional/civic groups at the option of the Assistant Superintendent, and with the approval of the Superintendent, which the Superintendent deems necessary to maintain and/or improve his professional skills, as well as registration, travel, meals and lodging expenses reasonably necessary for the Assistant Superintendent to attend the annual and/or semi-annual meetings of said organizations. Attendance at such annual and/or semi-annual meetings shall be upon advance approval by the Superintendent. Such approval shall not be unreasonably withheld.

7. OUTSIDE ACTIVITIES

The Assistant Superintendent shall devote his time, attention and energy to the business of the district. However, he may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities or speaking engagements, and engage in other activities which are of a short-term duration upon advance approval of the Superintendent, which approval shall not be unreasonably withheld.

8. DISTRICT GOALS AND OBJECTIVES

Within sixty (60) days of the execution of this Employment Contract, the Superintendent and Assistant Superintendent shall meet to establish the performance 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 Assistant Superintendent is evaluated. On or prior to June 1st of each succeeding school year, the parties will meet to establish the performance goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described.

9. EVALUATION

The Superintendent shall evaluate the performance of the Assistant Superintendent at least once a year, on or before April 30.

The Assistant Superintendent's annual evaluation shall be in writing, shall include areas of commendation and recommendation, and shall provide direction as to any aspects of performance in need of improvement. A copy shall be provided to the Assistant Superintendent, and the Assistant Superintendent and the Superintendent shall meet to discuss the findings. The annual evaluation shall be based upon the goals and objectives of the Assistant Superintendent, the responsibilities of the Assistant Superintendent as set forth in the job description for the position and such other criteria as may be appropriate.

In the event that the Superintendent determines that the performance of the Assistant 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 Superintendent deems performance to be unsatisfactory. The Assistant Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the Assistant Superintendent's personnel file upon the Assistant Superintendent's request.

10. TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated by:

- (a) mutual agreement of the parties;
- (b) unilateral termination by the Assistant Superintendent upon sixty (60) days written notice to the Superintendent; or,
- (c) upon the Superintendent's decision not to recommend the Assistant Superintendent to the Board for renewal of employment in any year prior to the Assistant Superintendent's attainment of tenure under applicable State law, or
- (d) dismissal in accord with State law.

11. 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.

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

13. SAVINGS CLAUSE

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

14. 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 Assistant 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 Assistant Superintendent, or by a lawful order of a court of competent jurisdiction, or pursuant to a rule of a court of competent jurisdiction.

15. PERSONNEL RECORDS

The Assistant 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/her during such review. At least once every year, the Assistant 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; such documents identified by him/her shall be destroyed.

No material derogatory to the Assistant 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 Assistant 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 Assistant Superintendent shall also have the right to submit a written answer to such material.

16.

WHEREAS, a duly authorized officer of the Board has approved the terms and conditions of this Employment Contract; and,

WHEREAS, the Assistant Superintendent has approved of the terms and conditions of this Employment Contract; and,

WHEREAS, this contract has the approval of the Executive County Superintendent,

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

BOARD OF EDUCATION OF THE
RANDOLH SCHOOL DISTRICT

Dr. Thomas Kane
Assistant Superintendent

Gregory Mark, Board President

WITNESS:

Michael Neves
Board Secretary

DATE:

DATE: