

FEB 13 1997

Moved by: Joseph Sangiovanni

Seconded by: Frank Pannucci

ROLL CALL VOTE

Those in Favor: 5

Those Opposed: 1

Those Absent: 0

Those Not Voting: 1 abstain

The foregoing is a true copy of a Resolution adopted by the Brick Township Board of Education at the meeting designated above.

A handwritten signature in dark ink, appearing to be 'JH', is written over a horizontal line.

DATED: February 13, 1997

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**INDIVIDUAL AGREEMENT OF EMPLOYMENT
BETWEEN
BOARD OF EDUCATION, TOWNSHIP OF BRICK
AND
DR. BRUCE R. NORMANDIA, SUPERINTENDENT**

THIS EMPLOYMENT AGREEMENT is made and entered into this 13TH day of February, 1997, by and between the BRICK TOWNSHIP BOARD OF EDUCATION, with offices located at 101 Hendrickson Avenue, Brick, New Jersey 08724 (hereinafter referred to as the "Board"); and, BRUCE R. NORMANDIA, whose address is 213 High Street, Perth Amboy, New Jersey 08861 (hereinafter referred to as the "Superintendent").

W I T N E S S E T H:

WHEREAS, Dr. Bruce R. Normandia (Superintendent) is currently employed by the Board of Education of the Township of Brick, (Board) as its Superintendent of Schools, under an Employment Agreement, dated August 18, 1994, which term was July 21, 1994, to June 30, 1999; and,

WHEREAS, the Superintendent's current Employment Agreement requires the Board to provide notice of renewal or nonrenewal at least two (2) years prior to the expiration of that Agreement; and,

WHEREAS, the Board desires to enter into a new Employment Agreement with Dr. Normandia with terms and conditions of employment which have been deemed beneficial to the Board and the Superintendent; and,

WHEREAS, the Board's desires to enter into a new Employment Agreement with the Superintendent so as to insure special programs and projects are completed and to enhance the administrative

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stability and continuity within the school district which the Board believes generally improves the quality of its overall educational programs; and,

WHEREAS, the Board and the Superintendent have agreed to the terms and conditions of an Employment Agreement for a term beginning February 13, 1997, and ending June 30, 2001; and,

WHEREAS, the Board and Superintendent believe that a written Employment Agreement 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 Superintendent, for the consideration herein specified, agree as follows:

1. **RESCISSION**

The Board hereby rescinds the Employment Agreement dated August 18, 1994, and the Superintendent accepts the terms and conditions of this new Employment Agreement in consideration for agreeing to rescind the Employment Agreement dated August 18, 1994.

2. **TERM**

The Board, in consideration of the promises herein contained of the Superintendent, hereby employs, and the Superintendent hereby accepts employment as Superintendent of Schools for a term commencing February 13, 1997, and ending June 30, 2001.

3. **SUPERINTENDENT CERTIFICATION AND RESPONSIBILITIES**

A. **Certification**: The Superintendent shall hold a valid and

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appropriate certificate to act as Superintendent of Schools in the State of New Jersey.

B. Duties: The Superintendent shall be the chief executive and administrative officer of the Board 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 his judgment, best serve the District. The selection, placement, transfer and dismissal of personnel, both instructional and non-instructional, shall occur only upon the recommendation of the Superintendent.

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 called to their attention. Any such references shall 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 contact the Board attorney for legal assistance as the need arises in carrying out his duties at the expense of the Board. The Superintendent has the right to attend and speak at all Board meetings and committee meetings of the Board. In the case of meetings where the Board intends to discuss the Superintendent's performance or negotiation of his contract, the Superintendent's right to notice, and to attend and be represented by counsel shall be governed by statute

and law.

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All duties signed to the Superintendent by the Board should be appropriate to and consistent with the professional role and responsibility of the Superintendent, and shall be set by Board Policy and Job Description No. 2131 (attached hereto and incorporated herein by reference) which may be modified by mutual agreement from time to time, consistent with the intent set forth above.

C. Outside Activities: The 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 and speaking engagements, and engage in other activities which are of a short-term duration at his discretion without deduction of pay so long as appropriate leave is charged.

4. PROFESSIONAL GROWTH OF SUPERINTENDENT

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

A. The 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 institutions;

C. Informational meetings with other persons whose

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particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the Board;

D. Visits to other institutions; and,

E. Other activities promoting the professional growth of the Superintendent.

In its encouragement, the Board shall permit, by approving at a prior meeting, a reasonable amount of release time for the Superintendent, to attend such matters and shall pay all necessary travel, registration and sustenance expenses.

5. COMPENSATION

The Board and the Superintendent acknowledge that negotiations continue with respect to the Superintendent's salary increase for the 1996-1997 school year and the parties agree that said salary increase, when determined, shall be retroactive to July 1, 1996. Salary increases for each year of this Employment Agreement, beginning in the 1997-98 school year, shall be negotiated in good faith by the Board and the Superintendent prior to July 1 of each year.

During the term of this Employment Agreement, including any extension thereof, the Superintendent shall not be reduced in compensation and/or benefits.

Any adjustment in salary made during the life of this Employment Agreement shall be in the form of an amendment and shall become part of this Employment Agreement, but it shall not be deemed that the Board and the Superintendent have entered into a

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new Employment Agreement.

6. BENEFITS

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

A. Vacation/Holidays: The Superintendent shall be granted twenty-seven (27) vacation days annually, which shall be available to the Superintendent on the first of each month on a pro-rata basis. A maximum of twenty-seven (27) unused vacation days may be carried over for a one-year period only. No other accumulation of days shall be acceptable. The Board shall provide full pay for the accumulated vacation days not to exceed twenty seven (27) upon leaving the district at a per diem rate of the Superintendent's final annual salary. The Superintendent, as of the date of this contract, has a balance of thirty-five (35) vacation days.

The Superintendent shall be permitted to take vacation days at any time. The Board, through its business office, shall be responsible for maintaining written documentation of the Superintendent's earned and accrued vacation days.

The Superintendent shall be entitled to holidays granted by the Board to the other professional staff of the District.

B. Sick Leave: The Superintendent shall be allowed fifteen (15) days sick leave annually. The unused portion of such leave, at the end of any year, shall be cumulative. The Board acknowledges that the Superintendent has sixty-seven (67) unused, accumulated sick days in his former position as Assistant Superintendent of the Brick Township School District. Upon

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retiring under the State Pension Retirement Plan or leaving the District, provided he shall have completed fifteen (15) years of consecutive service in the employ of the Board of Education, the Superintendent shall be paid one day's pay for every two days accumulated. The Superintendent has accumulated sixty-seven (67) sick days, and therefore, is eligible to receive reimbursement for thirty-three point five (33.5) sick days upon leaving the district as per this Employment Agreement. No other payment for sick days will be paid. Through this Employment Agreement, the Superintendent's per diem rate shall be calculated as 1/240th of his then-current annual salary.

C. Medical Benefits: The Superintendent shall have the same medical benefits as the other tenured professional staff members of the BTASA. Insurance coverage upon retirement shall be the same as for members of the BTASA.

D. Disability Insurance: The Board shall provide 100% of the cost of Washington National Plan 7859. An upgraded plan may be purchased with employee contribution.

E. Dental Insurance: The Board shall provide the Superintendent with same dental benefits as tenured professional staff members of the BTASA.

F. Prescription Program: The Board shall provide the Superintendent with the same prescription plan as tenured professional staff members of the BTASA.

G. Death in Immediate Family: Death in family leave days shall be the same as for other professional staff members.

H. Membership Fees: The Board shall pay one-hundred (100%) percent of the Superintendent's membership fees and/or charges to the American Association of School Administrators, the New Jersey Association of School Administrators, the Ocean County Association of School Administrators, the Association for Supervision and Curriculum Development and other professional development and/or civic groups at the option of the Superintendent, which the Superintendent deems necessary to maintain and/or improve his professional skills, and as approved by the Board.

I. Tuition Reimbursement: The Board shall reimburse the Superintendent for tuition expenses appropriate to his position as provided for all other professional staff in the District, and as approved by the Board.

J. Payment to Estate: If the Superintendent dies before his Employment Agreement year is completed, payment for his unused accumulated vacation and sick days shall be made to his estate in accordance with paragraphs 5.A. and 5.B. of this Agreement.

7. PROFESSIONAL LIABILITY

A. 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 individual capacity or in his official capacity as agent and/or employee of the Board, provided the incident arose while the Superintendent was acting within the scope of his employment and, as such liability coverage is within the authority of the Board to provide under state law.

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B. If, in the good-faith opinion of the Superintendent, conflict exists as regards the defense to such claim between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage counsel, in which event the Board shall indemnify the Superintendent for the costs of legal defense as permitted by State law.

The Board of Education shall provide the Superintendent the same THREE MILLION (\$3,000,000.00) DOLLARS of Professional Liability Insurance as for members of the BTASA.

8. TERMINATION OF EMPLOYMENT AGREEMENT

This Employment Agreement may be terminated by:

A. Mutual agreement of the parties;

B. Unilateral termination by the Superintendent; the Superintendent may terminate this Employment Agreement upon ^{ninty}~~sixty~~ ₍₉₀₎~~(60)~~ days written notice to the Board;

C. Notification in writing by the Board to the Superintendent at least two (2) years prior to the expiration of this Employment Agreement.

9. COMPLETE AGREEMENT

This Employment Agreement embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties. This Employment Agreement supersedes any other written agreement between the parties including but not limited to the previous Employment Agreement dated August 18, 1994.

10. CONFLICTS

In the event of any conflict between the terms, conditions, and provisions of this Employment Agreement, 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 Agreement shall take precedence over the contrary provisions of the Board's policies.

11. SAVINGS CLAUSE

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

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

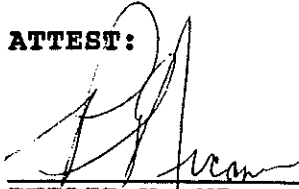
WHEREAS, this Superintendent has approved the terms and conditions of this Employment Agreement; and,

WHEREAS, this Employment Agreement has been approved by a vote of the Members of the Board of Education of the Brick Township School District at its meeting of February 13 __, 1997, and has been made a part of the minutes of that meeting.

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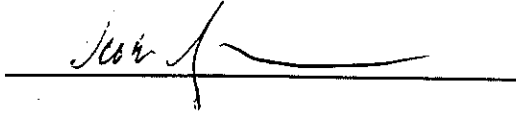
IN WITNESS WHEREOF, they set their hands and seals to this
Employment Agreement effective on the day and year first above
written.

ATTEST:



PHILIP W. NICASTRO, Ed.D.
Board Secretary

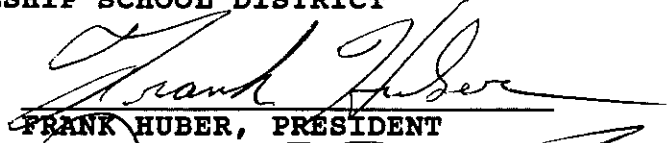
WITNESS:



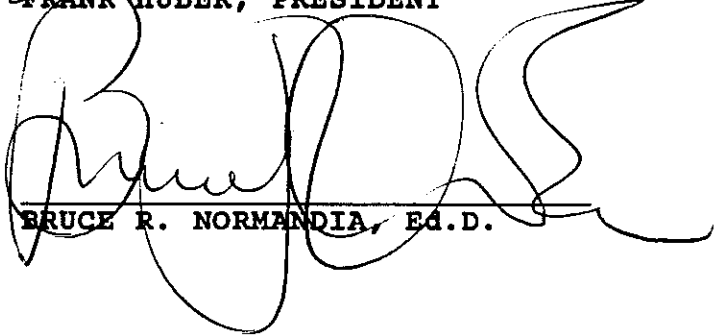
DATED: February 13, 1997

BOARD OF EDUCATION OF THE BRICK
TOWNSHIP SCHOOL DISTRICT

By:



FRANK HUBER, PRESIDENT



BRUCE R. NORMANDIA, Ed.D.