

WINSLOW TOWNSHIP BOARD OF EDUCATION
ASSISTANT SUPERINTENDENT FOR CURRICULUM AND INSTRUCTION
2020 – 2021 CONTRACT OF EMPLOYMENT
DOROTHY N. CARCAMO, Ed.D.

THIS EMPLOYMENT CONTRACT is made and entered into as of the 1st day of July 2020 by and between the Winslow Township Board of Education, with offices located at 40 Cooper Folly Road, Atco, New Jersey 08004 (hereinafter referred to as the "Board") and Dorothy N. Carcamo, Ed.D., whose address is 17 Burke Drive, Farmingdale, New Jersey (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;

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 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 a term commencing on July 1, 2020, and ending on June 30, 2021.

2. ASSISTANT SUPERINTENDENT CERTIFICATION AND RESPONSIBILITIES

A. Certification: The Assistant Superintendent shall hold a valid and appropriate certificate to act as Assistant Superintendent of Schools in the state of New Jersey. In the event that such certificate is revoked or in any way deemed invalid, the terms of this Agreement are null and void.

B. Duties: All duties assigned to the Assistant Superintendent by the Board and Superintendent should be appropriate to and consistent with the professional role and responsibility of the Assistant Superintendent, and shall be set by Board policy and in the Assistant Superintendent Job Description (attached hereto and incorporated herein by reference).

C. Outside Activities: The Assistant Superintendent shall devote her time, attention and energy to the business of the school district. However, 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 at her discretion. However, such activities which require the Assistant Superintendent to be absent from the school district for one full working day shall be

reported to the Superintendent. If the Assistant Superintendent chooses to engage in any other outside activities that are unrelated to the Assistant Superintendent's responsibilities as Assistant Superintendent of the District, which take place on personal, vacation, Holiday, or other time when the Assistant Superintendent is not expected to be working for the Board, she shall retain any stipend, honoraria or fee paid. Any such activities must not interfere with her duties and responsibilities with respect to the District.

Notwithstanding anything herein to the contrary, should the Assistant Superintendent prepare, develop, write, author or publish any literature, article treatise, book or other publication not directly related to the business of the District, that does not involve the use of District resources, she shall keep any stipend, honoraria or fee paid.

3. PROFESSIONAL GROWTH OF ASSISTANT SUPERINTENDENT

The Board encourages the continuing professional growth of the Assistant Superintendent through the Assistant Superintendent's participation as she might decide in light of the Assistant Superintendent's responsibilities as the Assistant 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 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 the Assistant Superintendent's professional responsibilities for the Board;

D. Visits to other institutions; and

E. Other activities promoting the professional growth of the Assistant Superintendent. The details of such professional growth will be developed between the Superintendent and the Assistant Superintendent.

F. The Assistant Superintendent shall be permitted to attend two state meetings and one national conference each year.

In its encouragement, the Board shall permit a reasonable amount of release time for the Assistant Superintendent, as she deems appropriate, to attend such matters and shall pay all necessary travel, registration and sustenance expenses consistent with applicable law, regulations and OMB Circulars. All conferences shall be approved and all fees and related travel costs shall be consistent with current New Jersey regulations. All such costs shall be subject to the provisions of N.J.S.A 18A:11-12 and reimbursed only upon presentation of a duly executed voucher with supporting documentation.

4. **COMPENSATION**

A. Salary: The Board shall pay the Assistant Superintendent an annual salary of **One Hundred Ninety Seven Thousand, Three Hundred Fifty Three Dollars** (\$197,353) plus any percentage increase pending the outcome of negotiations as agreed upon by the Board. During the term of this Employment Contract, including any extension thereof, the Assistant Superintendent shall not be reduced in compensation and/or benefits.

B. Executive County Superintendent Review & Approval: In accordance with N.J.S.A. 18A:7-8(j) and N.J.A.C. 6A: 23A-3.1, the Executive County Superintendent, will review and approve, according to standards adopted by the Commissioner, all employment contracts for Assistant Superintendents prior to the execution of said contract. This shall include, renegotiations, extensions, amendments, or other alterations of the terms of the existing employment contract that have been previously approved by the Executive County Superintendent.

5. BENEFITS

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

A. Vacation/Holiday: The Assistant Superintendent shall be granted twenty-five (25) vacation days annually, which begin to accrue on July 1, 2020. Each year she may carry over up to ten (10) days of her annual allotted vacation days, to be used in the next succeeding year, if any. The Assistant Superintendent shall be permitted to take vacation days at any time, with approval of the Superintendent. The Board, through the Board's Business Office, shall be responsible for maintaining written documentation of the Assistant Superintendent's earned and accrued vacation days.

The Assistant Superintendent shall be entitled to all officially recognized holidays and other non-work days off as listed on the annual approved school calendar, that are not otherwise utilized for job-related activities, such as in-service days.

The Assistant Superintendent has rights to leave under State and Federal Family Leave Acts.

Upon the Assistant Superintendent's separation from employment with the Board, the Board will pay all accumulated vacation days at a rate of 1/260 of the Assistant Superintendent's annual salary at the time of separation. All such payments will be consistent with N.J.S.A. 18A:30-9.

If the Assistant Superintendent dies before the Employment Contract year is completed, payment for the Assistant Superintendent's accumulated vacation days shall be made to the Assistant Superintendent's estate.

B. Sick Leave: Sick leave is defined to mean the absence from the Assistant Superintendent's post of duty because of personal disability due to illness, injury, or because the Assistant Superintendent has been excluded from school by the school's physician on account of a contagious disease or because of being quarantined for such a disease.

1. Days Allowed: The Assistant Superintendent shall be entitled to 13 sick leave days through June 30, 2021, with pay. Unused sick days shall be cumulative and without limit. However, payment for unused sick leave shall be consistent with N.J.S.A. 18A:30-3.5, N.J.S.A. 18A:30-3.6, N.J.S.A. 18A:30-3.7, and N.J.S.A. 18A:30-7 and shall not exceed \$15,000.00.

Upon retirement in accordance with the rules and regulations of the Teachers' Pension and Annuity Fund, and N.J.S.A. 18A:30-3.5 and N.J.S.A. 18A:30-3.6, the Board shall provide compensation for accumulated sick leave days at the rate of 1/260 of the Assistant Superintendent's annual salary at the time of separation, or at the rate permissible pursuant to the regulations applicable at the time of retirement (annual salary

divided by the then permissible regulatory daily rate = amount per day), whichever is greater. The Assistant Superintendent shall notify the Board of Education by December 1st of the last year of employment of her intent to retire.

C. Personal and Other Leave:

1. Bereavement. The Assistant Superintendent shall also be entitled to bereavement leave of up to five (5) days for death in the immediate family (defined as any relative residing in the same household as that of the Assistant Superintendent or any of the following relatives: spouse, mother, father, brother, sister, children, grandchildren, stepmother, stepfather, stepbrother, stepsister, stepchildren mother-in-law, father-in-law, domestic partner), or up to (3) days for death in the family (defined as any relative not defined as immediate family or not residing in the same household as that of the Assistant Superintendent, namely, aunt, uncle, niece, nephew, grandparents, brother-in-law, sister-in-law). The unused portion of these days shall not be accumulated into the next year.

2. Personal Business Days: The Assistant Superintendent shall be allowed up to a total of three (3) days per year for personal business with no loss of pay. The unused portion of these days shall be converted and accumulated into sick leave.

3. Other Emergency or Urgent Reason: With the approval of the Superintendent, absence for other emergency or urgent reasons may be allowed.

D. Medical Benefits: The Assistant Superintendent shall be entitled to the following insurance benefits at the cost of the Board: Enrollment in the district's hospitalization and medical insurance program, dental insurance program, vision and

prescription insurance program, including family coverage. Effective July 1, 2012 the Assistant Superintendent shall abide by Chapter 2, P.L. 2010 pertaining to a contribution of one and one-half percent (1.5%) of annual salary by payroll deduction to offset the cost of medical benefits. Effective July 1, 2011, the Assistant Superintendent shall abide by Chapter 78, P.L. 2011, pertaining to a percentage of premium determined by salary per state regulations, whichever is higher by payroll reduction to offset the cost of medical benefits.

E. Membership Fees: The Board shall pay 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, association for Supervision and Curriculum Development, and other professional/civic groups at the option of the Assistant Superintendent and subject to board approval and the Assistant Superintendent deems necessary to maintain and/or improve her professional skills.

F. Job-Related Expenses: The Board shall reimburse the Assistant Superintendent for job related expenses including, but not limited to necessary and reasonable travel, hotel, and sustenance expenses in accordance with law, District policy, the Administrative code and Commissioner of Education regulations. All travel reimbursements shall be made in accordance with New Jersey statutes and regulations, and in accordance with Circulars published by the New Jersey Department of Treasury or any other applicable directive.

6. PROFESSIONAL LIABILITY

A. The Board agrees that it shall defend, hold harmless, and indemnify the Assistant Superintendent from any and all civil or administrative demands, claims, suits, actions, and legal proceedings brought against the Assistant Superintendent in her individual capacity or in her official capacity as agent and/or employee of the Board, provided the incident arose while the Assistant Superintendent was acting within the scope of her employment, the act was not intentional, and, as such, liability coverage is within the authority of the Board to provide under state law.

The board further agrees that should any criminal action be instituted against the Assistant Superintendent for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board shall reimburse her for the cost of defending such proceeding, including reasonable counsel fees and expenses, as provided under state law.

B. If, in the good faith opinion of the Assistant Superintendent, a conflict exists as regards to the defense to such claim between the legal position of the Assistant Superintendent and the legal position of the Board, the Assistant Superintendent may engage counsel of her choice, subject to the reasonable approval of the Board, in which event the Board shall indemnify the Assistant Superintendent for the reasonable costs of legal defense, as permitted by state law.

7. MEDICAL EXAMINATION

Disability of the Assistant Superintendent: In the event of disability by illness or incapacity, of the Assistant Superintendent's sick leave has been exhausted, compensation shall be reinstated after the Assistant Superintendent has returned to employment and undertaken the full discharge of her duties. If a question exists concerning the capacity of the Assistant Superintendent to return to her duties, the Board may require the Assistant Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The Board and the Assistant Superintendent shall mutually agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the Board. The physician shall limit her report to those factors that prohibit the Assistant Superintendent from performing her duties.

8. EVALUATION

The Superintendent shall evaluate and assess in writing the performance of the Assistant Superintendent at least one time annually. The Superintendent and the Assistant Superintendent shall meet and discuss the evaluation. These evaluations and assessments shall be reasonably related to the position and description of the Assistant Superintendent and her duties as specified in this contract.

9. TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated by:

- A. Mutual agreement of the parties;
- B. Unilateral termination by the Assistant Superintendent. The Assistant Superintendent may propose to terminate this Employment Contract and will use her best

efforts to provide the Board with as much advance notice as possible, and in no event shall she provide less than sixty (60) days written notice to the Board.

10. 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.

11. 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 the contract.

12. AMENDMENTS OR MODIFICATIONS

This Employment Contract shall include a 10-day option to amend. Otherwise, this Agreement may not be modified or amended except by mutual agreement of the parties incorporated in writing, and signed by both parties. In the event current administrative regulations in Title 6A applicable to this contract are overturned, repealed or otherwise cease to be in effect, then the parties agree to meet and negotiate an appropriate amendment to the contract language should the regulations be modified or become ineffective. The Executive County Superintendent must review all renegotiations, amendments, and other alternations of terms of existing contract that have been previously approved by the Executive County Superintendent, according to N.J.S.A. 18:A7-8(j) and N.J.A.C. 6A:23A-3.1.

13. SAVINGS CLAUSE

If, during the term of this Employment Contract, it is found that a specific clause of the Employment Contract is illegal or contrary to federal or State law and/or regulations, the remainder of the Employment Contract not affected by such a ruling shall remain in force, and the parties hereto further agree that the specific clause(s) in question, if any, shall be revised in accordance with such law and/or regulations.

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

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

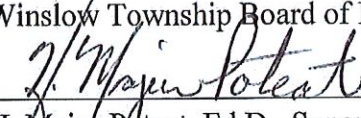
WHEREAS, this Employment Contract has been approved by a vote of the members of the Winslow Township Board of Education at its meeting of 06/10/2020, and has been made a part of the minutes of that meeting.

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

Attest:

By: 
Cheryl Pitts, Board President

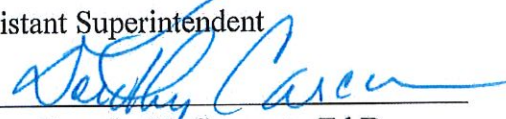
Winslow Township Board of Education

By: 
H. Major Poteat, Ed.D., Superintendent

DATED: 06/25/2020

DATED: 6-25-2020

Assistant Superintendent

By: 
Dorothy N. Carcamo, Ed.D.

DATED: 6/25/2020