

SOUTH AMBOY PUBLIC SCHOOLS
CONTRACT OF EMPLOYMENT

Assistant Superintendent

THIS AGREEMENT, made this 29th Day of April 2024

BETWEEN: South Amboy Board of Education ("Board")
240 John Street
South Amboy, NJ 08879

AND: Dr. Martin Gurczeski Jr. ("Dr. Gurczeski")

WHEREAS, Dr. Gurczeski is being offered employment in the position of Assistant Superintendent, and is the holder of an appropriate certificate as prescribed by the State Board of Education and as required by N.J.S.A. 18A:17-14.2; and

WHEREAS, a written employment contract is mutually desired in order to enhance administrative and financial stability and continuity with the school district, which the Board believes generally improves the quality of its overall educational program; and

NOW, THEREFORE, in consideration of the following mutual promises and obligations of the parties and the rendering of the services of Dr. Gurczeski, as stated herein, the parties hereto agree and follow:

1. **TERM**

The Board hereby agrees to employ Dr. Gurczeski as Assistant Superintendent for the period of July 1, 2024 through June 30, 2025.

2. **SALARY**

a. Salary for the year will be \$159,650. Any increase in salary will be negotiated independently of any settlement with the other collective bargaining groups in the district. Any amendment or adjustment to this contract must comply with NJAC 6A:23A-3.1 and public notice provisions of NJSA 18A:11-11.

b. The aforesaid salary is based on a period of 12 months. It shall be paid and appropriately prorated in equal installments, in accordance with the policies of the Board concerning the payment of professional staff members.

3. **DUTIES**

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

a. To faithfully perform the duties of Assistant Superintendent for the Board 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 Assistant Superintendent, is incorporated by reference into this contract, as Exhibit A, and shall be followed by Dr. Gurczeski.

b. To devote his full time, skills, labor and attention to this employment during the term of this contract; provided, that Dr. Gurczeski may, with the prior permission of the Board (which shall not be unreasonably withheld), undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations which do not interfere with his full-time responsibilities as Assistant Superintendent.

c. To carry out the district's instructional programs and school services, with the assistance of staff, in accordance with the responsibilities as outlined above.

d. To attend appropriate professional meetings and conferences as a representative of the Board. The expenses incurred by Dr. Gurczeski, in connection with such meetings, shall be subject to the provisions of Paragraph 8, regarding reimbursement for professional expenses incurred by the Assistant Superintendent.

4. MEDICAL INSURANCE

a. Dr. Gurczeski shall be provided health benefit coverage (including Medical, Dental, and Prescription) for his spouse, and his dependents. Dr. Gurczeski shall be responsible for contributing an amount established by P.L. 2011, Chapter 78 (Tier IV) and P.L. 2020, Chapter 44 toward payment of health benefit premiums.

b. If Dr. Gurczeski executes an appropriate waiver of all health insurance benefits, he will receive a total cash incentive of \$2,500, paid in two (2) installments, December and June.

c. The Board shall provide a Flexible Spending Account in accordance with Code Section 125 of the IRS Code. The employee may contribute to this account up to the maximum employee contribution as provided by this law.

5. VACATION

Dr. Gurczeski is entitled to twenty-two (22) vacation days on an annual basis. Dr. Gurczeski's vacation period must be approved in advance by the Superintendent. Dr. Gurczeski shall take vacation leave after giving the Superintendent reasonable notice, and shall document the use of vacation leave in accordance with the district procedures.

The Superintendent encourages Dr. Gurczeski to take the full vacation allotment each year. However, in accordance with P.L. 2007, Chapter 92, a maximum of ten (10) unused vacation leave earned during this one-year contract, not taken due to business demands, can be carried over into the next year. A vacation leave carried over must be used the next year, or those days not taken will be forfeited. Vacation leave cannot be converted into any other leave. Any unused vacation days not used in the following year will be forfeited in accordance with NJSA 18A:30-9.1.

Upon retirement, termination, resignation or death, Dr. Gurczeski or his Estate will receive payment for accumulated unused vacation days at the daily rate of 1/260 of the annual salary.

6. SICK DAYS

- a. Dr. Gurczeski shall be entitled to twelve (12) sick leave days per school year. Unused sick day's leave shall be accumulated in accordance with provisions of Title 18A:30-3 with no maximum limit.
- b. Within sixty (60) days' notice of retirement, the Dr. Gurczeski will be entitled to receive 100% of his per diem rate of salary of his last year of employment for each day of accumulated, unused sick days, except that the total cash settlement cannot exceed \$15,000 pursuant to N.J.S.A. 18A:30-3.5. The severance will be paid within ninety (90) days of his retirement. Severance payouts upon retirement pursuant to this paragraph may be paid into a 403(b) account at the option of Dr. Gurczeski.

7. WORKSHOPS, SEMINARS, CONFERENCES OR OTHER SUCH SESSIONS

The Board of Education shall pay for reasonable expenses (including fees, meals, lodging and/or transportation) incurred by Dr. Gurczeski relating to his participation in seminars, workshops, conferences and conventions. He will be entitled to one national and two state conferences per year. Dr. Gurczeski's attendance at conferences or conventions must be approved in advance by the Superintendent. Reimbursement for expenses will be made in accordance with OMB Circulars, and Regulations, and Board policies

8. MILEAGE REIMBURSEMENT

Dr. Gurczeski will be reimbursed for automobile travel for District Business in accordance with the New Jersey Office of Management and Budget regulations and N.J.A.C. 6A:23A.

9. PROFESSIONAL ASSOCIATIONS

The Board of Education shall pay the dues for Dr. Gurczeski for professional associations as deemed desirable by Dr. Gurczeski and approved by the Superintendent. The amount of dues for the year that will be reimbursed may not exceed \$2,500 without special approval of the Board. Dr. Gurczeski's attendance at conferences or conventions must be approved in advance by the Superintendent. Reimbursement for expenses will be made in accordance with OMB Circulars, and Regulations, and Board policies.

10. PERSONAL LEAVE

Dr. Gurczeski may be absent each year from duties for three (3) days without loss of pay for personal matters that require such absence during school hours. Dr. Gurczeski shall inform the Superintendent with reasonable prior notice of his intent to utilize a personal leave day, except in

the case of emergency. All unused personal days in any contractual year shall be added to Dr. Gurczeski's accumulated sick leave, so long as the total number of accumulated days does not exceed fifteen (15) in any contractual year. Payment of unused personal days is prohibited.

11. ESTATE PAYMENTS

In the case of Dr. Gurczeski's death, any earned vacation days shall be paid to his estate at the rate of 1/260 of the annual salary.

12. BEREAVEMENT LEAVE

Dr. Gurczeski may be absent from school without loss of pay for a period not to exceed five (5) days upon a death in the immediate family. The immediate family is construed to mean parent, spouse, spouse's parent, sibling, child, civil union partner, or other members of the immediate household.

Dr. Gurczeski may be absent from school duties, without loss of pay for a period of three (3) days because of the death of a near relative. A near relative shall be construed to mean son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfathers, aunt, uncle, grandchild, stepfamily member, niece and nephew.

Other bereavement leaves may be granted by the Superintendent with the approval of the Board of Education.

13. OTHER LEAVE OF ABSENCE

Other leaves of absence with or without pay may be granted by the Board for good reasons. In the event of serious illness to the administrator's spouse, child, parent, or any member of the immediate household, special consideration may be given by the Board.

a. All leave benefits to which the employee was entitled at the time his/his leave of absence commenced, including unused accumulated sick leave, will be restored to him/his upon his/his return.

14. EVALUATION

a. Dr. Gurczeski shall be evaluated by the Superintendent annually, by April 30th, during the life of this contract.

b. Goals and Objectives for each of the school years shall be established and mutually agreed upon by the Superintendent and Dr. Gurczeski by August 1st during the first year of the contract and June 30th of each year thereafter. The total evaluation of the Assistant Superintendent including the achievement of the Goals and Objectives shall be used to determine the amount of salary increase recommended to the Board for Dr. Gurczeski.

15. TERMINATION AND NON-RENEWAL

- a. The parties hereto agree that in the event Dr. Gurczeski's certification is permanently revoked, all provisions of this agreement shall automatically terminate. Likewise, if Dr. Gurczeski is precluded from performing his duties by any judgment, order or direction of any court of competent jurisdiction or the Commissioner of Education, all provisions of this agreement shall terminate and Dr. Gurczeski's employment shall cease per N.J.A.C. 6A:23A-3.1(e)14.
- b. It is agreed that the Board shall be required to notify Dr. Gurczeski of its intent not to renew his contract by no later than May 15 of any year of this contract. It is stipulated that pursuant to N.J.S.A. 18A:17-20.1, the failure of the Board to provide such notice shall be deemed to automatically extend this contract for an additional term of the same duration as this contract, pursuant to N.J.A.C 6A:23-3.2 and N.J.S.A. 18A:17-20.2.
- c. Dr. Gurczeski agrees that she shall not terminate this agreement except upon giving the Board at least sixty (60) days prior written notice of such election to terminate. Such notice shall be given to the Superintendent.

16. MODIFICATION OF CONTRACT TERMS

The terms and conditions of the contract shall not be modified, except by the written consent of both parties hereto and approval of the Executive County Superintendent.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be signed by their proper corporation officers and the proper corporate seal affixed hereto the day and year first written above.

BOARD APPROVED: April 29, 2024

Dr. Martin Gurczeski Jr.
Assistant Superintendent

Date: 4/29/2024

Dr. Frederick D. Williams
Superintendent

Date: 5/1/2024

Lynn Kasics
Board of Education President

Date: 4/29/2024

ATTEST: Peter Frascella
Peter Frascella, Business Administrator/Board Secretary

Date: 4/29/2024