

CONTRACT OF EMPLOYMENT

THIS AGREEMENT, made this 7th day of January, 2013

**BETWEEN: THE BOARD OF EDUCATION OF
NORTHFIELD, ATLANTIC COUNTY (hereinafter the "Board")
2000 New Road
Northfield, New Jersey 08225**

AND: Janice DeCicco Fipp (hereinafter the "Superintendent")

WITNESSETH

THIS EMPLOYMENT CONTRACT replaces and supersedes all prior Employment Contracts between the Parties hereto. Signature of this Contract constitutes assent to a rescission of any and all prior Contracts as well as agreement to the terms herein;

WHEREAS, the Northfield Board of Education desires to retain the Superintendent as the Chief School Administrator; and

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

WHEREAS, the Superintendent 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;

NOW, THEREFORE, in consideration of the following mutual promises and obligations, the parties agree as follows:

ARTICLE I
EMPLOYMENT

A. The Board hereby agrees to employ Janice DeCicco Fipp as Superintendent for the period of July 1, 2013 through midnight June 30, 2016.

B. The parties agree that the Superintendent's salary for the 2013 - 2014 school year shall be \$145,000, payable in accordance with the Board's regular payroll schedule for all other certified employees.

C. Effective July 1, 2014, the Superintendent's salary for the remainder of the term of this contract shall be as determined by the Board, but shall not be less than the salary paid to her in the previous year. The Board agrees to review the Superintendent's salary at the conclusion of the 2013-2014 school year, and at least annually thereafter. The parties agree that future salary determinations by the Board will be based on the performance evaluation described in Article V below, and the increase shall be no less than 2% per year, unless the increase causes the salary to exceed the state cap for Superintendent pay. Increases to salary will be reviewed and approved by the Executive County Superintendent prior to approval of this Board.

D. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight June 30, 2016 (the final day of this agreement) unless the parties have agreed to a contract extension. The terms of the extension will govern all increases to take effect after June 30, 2016. Any extension or modification of this Agreement shall comply with the notice provisions of *P.L. 2007, c. 53, the School District Accountability Act*.

E. Nothing in this Agreement shall limit the Board's authority under Chapter 29 of the School Laws, including N.J.S.A. 18A:29-4 and 18A:29-14 (concerning withholding of increments).

ARTICLE II

CERTIFICATION

The parties acknowledge that the Superintendent currently possesses the appropriate New Jersey administrative certification and school administrator endorsement. If at any time during the term of this Agreement, the Superintendent's certification(s) is revoked, this Agreement shall be null and void as of the date of the revocation.

ARTICLE III

DUTIES

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

A. To faithfully perform the duties of Superintendent of Schools for the Board and to serve as the chief school administrator 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 Superintendent of Schools, is incorporated by reference into this contract, in attachment A.

B. The Superintendent shall notify the Board President in the event she is going to be away from the district on district business for two (2) or more days in any week. Any time away from the district that is not for district business must be arranged in accordance with provisions in this contract governing time off. The Board recognizes that the demands of the Superintendent's position require her to work long and irregular hours.

C. To assume the responsibilities for the selection, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable Board policies and directives. The Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with N.J.S.A. 18A:27-4.1.

D. To study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, may refer to her.

E. To assume responsibility for the administration of the affairs of the School District, including but not limited to programs, personnel and business management, and all duties and responsibilities therein will be performed and discharged by her or by staff under her direction.

F. The Superintendent shall have a seat on the Board and the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Superintendent shall attend all regular and special meetings of the Board, (except where a Rice notice has been served upon the Superintendent notifying her that her employment will be discussed in closed session, and the Superintendent had not requested that the meeting be conducted in public), and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the School District.

G. To suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well being of the School District.

H. To perform all duties incident to the Office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Board shall not substantially increase the duties of the Superintendent by assigning her the duties or responsibilities of another position or title unless the parties agree upon additional compensation commensurate with such increase in duties and the additional compensation is reflected in an addendum to this contract and such addendum has been approved by the Executive County Superintendent.

I. To non-renew personnel pursuant to N.J.S.A 18A:27-4.1, and provide a written statement of reasons for non-renewal upon proper request.

ARTICLE IV
BENEFITS IN ADDITION TO SALARY

A. The Superintendent shall receive 12 sick days annually. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A.

B. The Superintendent shall be entitled to an allowance at the Board's expense for professional dues for the following professional associations:

1. NJASA

2. AASA

3. ASCD

4. Atlantic County Administrators Association,

and/or other organizations deemed important by the Board. The Superintendent may hold additional memberships in other organizations as budgeted.

C. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences as budgeted by the Board and similar expenses which she may incur while discharging the duties of Superintendent. Such reimbursement shall comply with all applicable provisions of state and federal statutory and regulatory provisions and guidance (including but not limited to the NJDOE Office of Management and Budget regulations), and Board policy. It is specifically understood that in the absence of compelling circumstances requiring the presence of the Superintendent in the district, she shall be entitled to attend the Fall NJSBA Workshop and Convention and the Spring Conference of the NJASA/NJSBA. Reimbursement or payment for such expenses shall be made in accordance with Board policies, be limited to two State Conferences per year, and be limited to \$1,400 per year.

D. The Superintendent may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.

E. Tuition reimbursement up to \$1,200 per year shall be granted upon completion of approved courses that are directly related to the Superintendent's responsibilities, with prior approval of the Board. Reimbursement shall be given for completion of approved

courses at accredited institutions with attainment of a minimum grade of B or its equivalent. Reimbursement shall be made within sixty (60) days of submission of the documentation supporting the request.

F. Health Benefits, Prescription Drug Program and Dental Insurance

To the extent the Superintendent is not already enrolled, the Board shall enroll her in the Horizon Blue Cross/Blue Shield of New Jersey Health Benefits Plan, or equivalent or as prescribed by the legislature of the State of New Jersey, as soon as possible after the date of this Agreement.

1. Except to the extent the Superintendent waives or opts out of coverage, contributions for benefits are as follows and shall not increase in the life of this Agreement unless there is a change in district coverage provisions.

Deductions:

The Superintendent shall contribute to health care coverage via payroll deduction in pursuant P.L. 2011 c.78.

Co-Pays:

The Superintendent shall have the following co-pays for prescriptions:

1. generic prescriptions: \$10
 2. brand name prescriptions: \$30
 3. mail order: \$10.
2. The Board agrees to pay one hundred percent (100%) of the additional costs if the Superintendent requests coverage under the family plan, the husband/wife plan, or the parent and child plan.
 3. To the extent the Superintendent is not already enrolled, the Board shall enroll her in the Horizon Blue Cross/Blue Shield of New Jersey Prescription Drug Program, or equivalent, or as prescribed by the legislature of the State of New Jersey, as soon as possible after the date of this Agreement.
 - a. The Board agrees to pay the total cost of individual coverage in the above plan if the Superintendent requests coverage.
 - b. The Board agrees to pay one hundred percent (100%) of the additional costs if the Superintendent requests coverage under the family plan, the husband and wife plan or the parent and child plan.
 4. To the extent the Superintendent is not already enrolled, the Board shall enroll her in the Blue Cross/Blue Shield of New Jersey Dental Program, or equivalent, as soon as possible after the date of this Agreement.

- a. The Board agrees to pay the total cost of individual coverage in the above plan, if the Superintendent requests coverage, or the two party or three party plan, if applicable.
 - b. The Board agrees to pay one hundred percent (100%) of the additional costs if the Superintendent requests coverage under the family plan, the husband and wife plan, or the parent and child plan.
5. Each school year, the Superintendent may choose to "opt-out" of insurance benefits. If "opting-out," the Superintendent will be required to sign a release indicating that her dependents are covered under another health program. The Superintendent is responsible for informing the Business Office of any changes in circumstances regarding health benefits. If the Superintendent chooses the waiver and is on unpaid leave of absence without medical benefits, her payment(s) shall be prorated.

Each school year, the Board shall pay the Superintendent for the "opt-out" as follows:

\$2,000 for opt out of single coverage;

\$2,500 for opt out of parent/child(ren) coverage;

\$3,000 for opt out of husband/wife coverage;

\$3,500 for opt out of whole family coverage.

6. The Board agrees to implement a "Cafeteria Plan" with a standard benefit pursuant to P.L. 2011 c.78.

G. Vacation

1. The Superintendent shall be entitled to an annual vacation of twenty (20) days per year.
2. The Superintendent may take vacation days with the permission of the Board President as single days, half days, or in the event of an emergency. If the Superintendent wishes to take more than two (2) consecutive vacation days during periods when school is in session, she shall request permission from the Board President no less than four weeks prior to the date such vacation is proposed to commence. The Superintendent is expected to attend to the business of the district as required for the smooth and efficient operation of the school district.
3. The Board encourages the Superintendent to take her yearly vacation allotment

each year.

4. The vacation day maximum carryover shall be reduced by ten (10) unused vacation days per year from the current maximum of 30 days. All days in excess of the yearly maximum at the start of the new contract year will be forfeited

5. In the event that her contract is terminated prior to its expiration, the Board will have no financial obligation to pay the Superintendent for unused vacation time. However, at the Board's discretion, should termination or non-renewal occur, the Board reserves the right to allow the Superintendent to use her full vacation entitlement.

H. The Superintendent shall be entitled to the following holidays, subject to final annual calendar approval by the Board:

1. Independence Day
2. Labor Day
3. Yom Kippur
4. Thanksgiving Day
5. The day after Thanksgiving
6. Winter Recess
7. New Years Day
8. Martin Luther King's Birthday
9. President's Day
10. Good Friday
11. Spring Recess
12. Memorial Day

I. The Board agrees to reimburse the Superintendent for payment of premiums towards a Disability Insurance Policy selected by the Superintendent at a cost not to exceed \$2,500.00 per year.

J. The Superintendent shall be entitled to five (5) personal days, to attend to personal business during the school day, with full pay during the work year. Personal days may be taken during the school year with the prior permission of the Board President. As much advance notice as possible of the request to take personal time will be given. Personal day usage shall be reflected on time off slips filed with the Board Secretary. Personal days are non-cumulative and non-reimbursable.

K. The Superintendent shall receive up to five (5) consecutive days of bereavement leave, at any one time in the event of death of the Superintendent's spouse, child, parent, parent-in-law, sibling, or grandparent. This leave must encompass the funeral services.

L. The Superintendent shall be reimbursed for actual mileage when using her personal vehicle for Board business as annually established by New Jersey Office of Management and Budget.

M. The Superintendent shall be responsible for filing a time off slip, in advance of the time off, as set forth herein, or immediately upon her return to the district in the event of an unplanned absence, with the Board Secretary each time any leave is taken. The Superintendent shall review the Board Secretary's record to assure correctness.

ARTICLE V

ANNUAL EVALUATION

The Board shall evaluate the performance of the Superintendent at least once a year in accordance with statutes, regulations and Board policy relating to Superintendent evaluation. Each annual evaluation shall be in writing, a copy shall be provided to the Superintendent and the Superintendent and the Board shall meet to discuss the findings. The Board may meet in closed session to discuss the evaluation and the Superintendent's performance where a Rice notice has been served upon the Superintendent notifying her that her employment will be discussed in closed session, and the Superintendent has not requested that the meeting be conducted in public. The evaluations shall be based upon the criteria adopted by the Board, the goals and objectives of the district, which shall include encouragement of student achievement, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent, the district's

placement on the NJQSAC continuum, and such other criteria as the State Board of Education shall by regulation prescribe. The final draft of the annual evaluation shall be adopted by the Board on or before April 30th. The Superintendent shall propose a schedule for evaluation to the Board President by March 1st of each year.

In the event that the Board determines that the performance of the 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 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 evaluation in question. On or before June 1st of each year of this Employment Contract, the Superintendent and the Board shall meet to review the evaluation format and to mutually determine the evaluation format to be used in the subsequent school year.

ARTICLE VI **INTERIM EVALUATIONS**

In addition to the annual evaluation, the Board may conduct interim evaluations, by October 1 and by February 1 of each school year. The interim evaluations shall be based upon the same criteria used during the annual evaluation process, but may be in the form of a written summary of comments of Board members made during a confidential board meeting(s) for the purpose of conducting an interim evaluation. The Superintendent shall have the right to respond in writing to the interim evaluation; this response shall become a permanent attachment to the evaluation in question.

ARTICLE VII **TERMINATION OF EMPLOYMENT CONTRACT**

A. This Contract shall terminate, Superintendent's employment will cease, and no compensation shall thereafter be paid, under any one of the following circumstances:

- (1) Failure to possess/obtain proper certification;
- (2) Revocation or suspension of the superintendent's certificate;
- (3) Forfeiture under N.J.S.A. 2C: 51-2;

- (4) Mutual agreement of the parties; or
- (5) Notification in writing by the Board to the Superintendent on or before December 31, 2015 of the Board's intent not to renew this contract; or
- (6) Misrepresentation of employment history, educational and professional credentials, and criminal background.

B. In the event the Superintendent is arrested and charged with a criminal offense which could result in forfeiture under N.J.S.A. 2C: 51-2, the Board reserves the right to suspend her pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment, unless the Board certifies contractual tenure charges.

C. Nothing in this Contract shall affect the Board's rights with regard to suspension under N.J.S.A. 18A:6-8.3 and applicable case law.

D. The Superintendent may terminate this Employment Contract upon at least 180 calendar day's written notice to the Board, filed with the Board Secretary, of her intention to resign.

E. The Superintendent shall not be dismissed or reduced in compensation during the term of this contract, except as authorized by paragraphs B. and C. *supra.* and N.J.S.A. 18A:17-20.2; provided, however, that the Board shall have the authority to relieve the Superintendent of the performance of her duties in accordance with N.J.S.A. 18A:27-9, so long as it continues to pay her salary and benefits for the duration of the term. The Parties understand that any early termination must comply with the provisions of *P.L.2007, c. 53, the School District Accountability Act.*

F. In the event the Board elects to terminate this contract prior to its expiration date, and to remove the Superintendent from the actual performance of her duties, upon the approval of the Commissioner of Education, the Board shall compensate the Superintendent in an amount equal to the lesser of:

- (1) three months of salary for each year remaining on the contract, or
- (2) the remaining salary due to the completion of the contract.

minus compensation from any and all other employment. It is understood that the Superintendent must make a good faith effort to find employment elsewhere as soon as possible and prior to the expiration date of the within contract. The salary received by the Superintendent in such employment shall be deducted from the payments made to the Superintendent by the Board. Insurance benefits will be adjusted to reflect coverage, if any, in the new position.

G. In the event the district is consolidated with another district, becomes a regional school district, or in any other way alters its existence as a PreK-8 district, this Agreement shall become null and void as of the date of such alteration and the obligations of the Parties under this Agreement shall cease. Superintendent shall only be entitled to accrued compensation and benefits up to the effective date of the district's alteration in status.

ARTICLE VIII

RENEWAL - NON RENEWAL

This contract shall automatically renew for a term of three calendar years, expiring at midnight of June 30, 2016, unless any of the following occurs:

A. The Board by contract reappoints the Superintendent for a different term allowable by law;

B. The Board notifies the Superintendent in writing on or before December 31, 2015 that she will not be reappointed at the end of the current term, in which case her employment shall cease upon the expiration of this contract;

C. The contract is nullified or superintendent is terminated pursuant to Article VII of this Agreement; or

D. In accordance with such laws and regulations in effect at the time this contract is approved that would require nullification of this contract.

ARTICLE IX
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.

ARTICLE X
SAVINGS CLAUSE

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

ARTICLE XI
RELEASE OF PERSONNEL INFORMATION
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; and, upon final approval of the board, such documents identified by her shall be destroyed.

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 within sixty (60) days of submission of the original material.

ARTICLE XII
INDEMNIFICATION

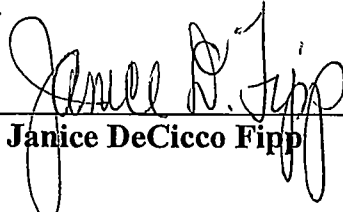
The Board shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits actions and legal proceedings of any kind brought against the Superintendent in her capacity as an agent and/or employee of the Board. If, in the good faith opinion of the Superintendent, a conflict exists in regard to the defense of any claim, demand or action brought against her, and the position of the Board in relation thereto, the Superintendent may engage her own legal counsel, in which event the Board shall indemnify the Superintendent for the costs of her legal defense. The Board shall maintain liability coverage for the Superintendent in a face amount of at least \$1 million, including employment practices liability coverage.

ARTICLE XIII
NOTICE RIGHTS

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.

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

SUPERINTENDENT

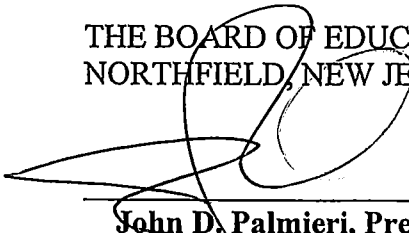


Janice DeCicco Fipp

Date 1-7-13

WITNESS:

THE BOARD OF EDUCATION OF
NORTHFIELD, NEW JERSEY



John D. Palmieri, President

Date 1/7/13

WITNESS: