

CONTRACT OF EMPLOYMENT

this Agreement, made this **8th day of August, 2023** between CLAYTON BOARD OF

EDUCATION

in Gloucester County (hereinafter “the Board”)

with offices located at

350 East Clinton Street

Clayton, New Jersey 08312

and

Nikolaos Koutsogiannis (hereinafter “the Superintendent”)

PREAMBLE

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 Board desires to employ the Superintendent as the Chief Education Officer of the school district; and

WHEREAS, the Board desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity with the schools, which the Board believes generally improves the quality of its overall educational program; and

WHEREAS, the Board and the 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 program of the schools; 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

The Board hereby agrees to employ Nikolaos Koutsogiannis as Superintendent of Schools for the period of July 1st, 2023 through 11:59 pm through June 30th, 2028 The parties acknowledge that this Contract must be approved by the Gloucester County Interim Executive Regional Superintendent in accordance with applicable law and regulation.

ARTICLE II

CERTIFICATION

The parties acknowledge that the Superintendent currently possesses the appropriate New Jersey administrative certification and school administrative endorsement.

If, at any time during the term of this Contract, the Superintendent's certification(s) is revoked, this Contract shall be null and void as of the date of the revocation. The Superintendent will provide official course transcripts for all earned post-secondary degrees to the Board of Education. These transcripts will be kept on file in the Board Office.

ARTICLE III

DUTIES

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

- A. To perform faithfully 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 as 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, (attached as Exhibit A).
- B. To devote the Superintendent's full time, skills, labor, and attention to this employment during the term of this Contract; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without written permission of the Board. The Board acknowledges that the Superintendent teaches as an adjunct Professor at a local college and gives permission. Should the Superintendent choose to engage in such outside activities on weekends, on his vacation time, or at other times when he is not required to be present in the district, he shall retain an honoraria paid. Otherwise, an honorarium received shall be turned over to the district. The Superintendent shall notify the Board President in the event he 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 him to work long and irregular

hours, and occasionally may require that he attend to district business outside of the district.

- 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 non-renew personnel pursuant to *N.J.S.A. 18A:27-4.1*, and to provide a written statement of reasons for non-renewal upon proper request to the employee.
- E. To study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, shall refer to him. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out his duties.
- F. To assume responsibility for the administration of the affairs of the school district, including but not limited to programs, personnel, fiscal operations, and instructional programs. All duties and responsibilities therein will be performed and discharged by the Superintendent, or by staff, at the Superintendent's direction.
- G. To have a seat on the Board and have 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 him that his employment will be discussed in closed session, and the Superintendent had not requested that the meeting be conducted in public, or where the Superintendent has a conflict of interest), and all committee meetings thereof,

and shall serve as advisor to the Board and said committees on all matters affecting the school district. In the event that the Superintendent is served with a *Rice* notice and he chooses to have the ensuing discussion in closed session, at a minimum, he shall have the right to address the Board in closed session and to bring a representative of his choosing.

- H. 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.
- I. 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 Superintendent shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders,

ARTICLE IV

SALARY AND BENEFITS

- A. Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract, but it shall not be deemed that the Board and the Superintendent have entered into a new employment contract.
 - 1. Salary. The Board shall provide the following salary as part of the Superintendent's compensation:
 - a. Effective July 1, 2023, the Board shall pay the Superintendent an annual salary of One Hundred sixty-eight thousand one hundred and thirteen dollars (\$168,113) for the 2023-2024 school year.
 - b. The Board and the Superintendent have agreed that the Superintendent shall receive a salary increase of 3.5% annually for the first four years of

the contract, and 3.75% for the fifth year. In the event that the Board and the Superintendent agree that a salary increase should exceed the above average percentage increase, the parties agree and acknowledge that such a salary increase must be submitted to the Interim Executive Regional Superintendent for review and approval.

c. Longevity Pay. Upon completion of 15 years in district, the Superintendent shall receive Longevity Pay in addition to his annual base salary in the amount of 2.5% of his base salary annually. The Longevity Pay will be added to the annual salary and be paid in accordance with the schedule of salary payments in effect for the other (12) month district employees.

d. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

2. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight June 30th, 2028 (the final day of this Contract) unless the parties have agreed to a contract extension and that extension has been approved by the Gloucester County Interim Executive Regional Superintendent. The terms of the extension will govern all increases to take effect after July 1, 2028. Any renewal, extension, or modification of this Contract shall comply with the notice provisions of *P.L. 2007, c.53, The School District Accountability Act* and *N.J.A.C. 6A:23A-3.1, et seq.*

3. No Reduction in Salary/Compensation. During the term of this Employment

Contract, including any extension hereof, the Superintendent shall not be reduced in compensation and/or benefits except as otherwise provided by law.

- B. Sick leave. The Superintendent shall receive 12 sick days annually. Unused sick leave days shall be cumulative in accordance with the provisions of NJSA 18A:23A:30-7. Upon retirement and notice to the Board, unused sick days will be reimbursed, at the per diem rate (1/260 x annual salary). Reimbursement for sick days shall be consistent with the law in effect at the time this Contract is signed. Such payment shall not exceed \$15,000.00.
- C. Professional Membership. The Superintendent shall be entitled to membership, at the Board's expense for professional dues in the following professional associations: NJASA, AASA, and the Gloucester County Administrators' Association and/or other organizations deemed important by the Superintendent and the Board. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences and similar expenses which he may incur while discharging the duties of Superintendent in accordance with *P.L. 2007, c 53, The School District Accountability Act* and affiliated regulations (*N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7, et seq.*). Such reimbursement shall comply with all applicable provisions of state and federal statutory and regulatory provisions and guidance, and with Board policy. The Superintendent shall be entitled to attend the annual NJSBA/NJASA/NJASABO Workshop and Convention, Techspo, and the annual conference of the NJASA. Reimbursement or payment for such expenses shall be made in accordance with

applicable NJ Department of the Treasury OMB Circulars and Board policies up to \$2,000.

- D. Professional Publications. The Superintendent may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.
- E. Medical, Prescription, Dental & Vision Benefits: The Board shall provide major medical/hospitalization, prescription, dental and vision benefits with family coverage, if applicable. Pursuant to applicable law and regulation the employee shall contribute an amount toward payment of premiums. Also, with respect to employer contributions, for SHBP employers, the cost of coverage is the cost of medical and prescription coverage. For non-SHBP employers, the cost of coverage includes all health care benefits (medical, prescription, dental, vision, etc.)
- F. Waiver of Benefits. The Superintendent may waive coverage in any of the health benefits plans if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board. The Superintendent will be paid the lesser of 25% (twenty-five percent) or \$5,000 (Five Thousand Dollars) of the cost of said coverage for waiving such coverage.
- G. Vacation Leave:
 - 1. The Superintendent shall be entitled to an annual vacation of twenty (20) working days per year, prorated. All of the vacation days shall be available for the Superintendent's use on July 1st of each year of the Contract.
 - 2. The Superintendent shall take his vacation time after giving the Board President four days' notice. The notice is only required when taking off more than two consecutive days. School vacations do constitute time off for the Superintendent.

The Superintendent may take vacation days during the school year, upon notice to the Board President. The Superintendent is expected to attend to the business of the district as required for the smooth and efficient operation of the school district. The Superintendent shall document the use of accrued vacation days with the Board Secretary.

3. The Board encourages the Superintendent to take his full vacation allotment each year; however, not more than ten (10) vacation days may be carried over by the Superintendent from year to year. All days carried over must be used in the next year, or those days not taken will be forfeited.
4. In the event that the Superintendent's Contract is terminated prior to its expiration, unused vacation time shall be paid on a pro-rated basis of 1.67 days accrued per month. Upon separation from service, the Superintendent shall be paid for all unused accumulated vacation days, within thirty (30) days of the date of separation. Unused vacation time will be paid at the Superintendent's daily rate of pay, based upon a 260-day work year, following his last day of employment.

H. Holiday Leave. The Superintendent shall be entitled to Fourth of July, Labor Day, Columbus Day, Thanksgiving Day, Martin Luther King Day, President's Day, Good Friday, Easter Monday and Memorial Day, Juneteenth and/or other holidays established in the official school calendar for twelve-month employees.

I. Personal Leave. The Superintendent shall be entitled to four (4) 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, when possible, 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. Unused personal days shall convert to sick days pursuant to NJSA 18:30-7.

- J. Regular Business Travel. Subject to Board Policy, NJAC 6A:23A-3.1 (e) 4 and applicable OMB Circulars, the Board will reimburse the Superintendent for all work-related expenses and regular business travel to perform the duties of Superintendent. The costs for such reimbursement shall not exceed \$3,000.
- K. Attendance Record. The Superintendent shall be responsible for filing a time-off slip, in advance of the time off, as set forth herein, or immediately upon his return to the district in the event of an unplanned absence, with the Board Secretary each time any leave is taken. The Superintendent and Board President shall periodically review the Superintendent's attendance record to assure correctness.
- L. Tuition Reimbursement. The Board shall reimburse the Superintendent for tuition costs incurred for graduate level courses at an accredited institution of higher education that are part of a formal program of studies leading to the awarding of a Master's Degree or Doctoral Degree in an area or discipline judged to be of benefit to the Board. The Superintendent shall seek Board approval prior to enrolling in any graduate course of study. If the Superintendent terminates employment in less than one year from completion of the coursework, the Superintendent will reimburse the Board 100% of the tuition costs. If the Superintendent terminates employment more than one year and less than two years from completion of the coursework, he will reimburse the Board 50% of the tuition costs. If the Superintendent's employment is terminated due to non-renewal, mutual agreement, voluntary termination, or medical disability, then no tuition monies

are due back to the Board. The tuition rate shall be in accordance with Rutgers and shall not exceed \$3,500 annually.

- M. Professional Liability. 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 agenda and/or employee of the Board, provided the incident, which is the subject of any such demand, claim, suit, action or legal proceeding, arose while the Superintendent was acting within the scope of his employment. 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 him, and the position of the Board in relation thereto, the Superintendent may engage his own legal counsel, in which event the Board shall indemnify the Superintendent for the costs of his legal defense. The Board further agrees to cover the Superintendent under the Board's liability insurance policies, including employment practices liability coverage, in the minimum amount of \$1 million.
- N. Disability Insurance. The Board agrees to pay for a group long-term disability insurance plan for each contractual year of service. This benefit does not supplement or duplicate other benefits that are otherwise available to the employee by operation of law or existing group plan [N.J.A.C. 6A:23A-3.1(e) 6], or does not reimburse or pay for employee contributions that are either required by law or by a contract in effect in the district with other employees. [N.J.A.C. 6A:23A-3.1(e) d].
- O. Communication Device. The Board shall provide \$90 monthly to the Superintendent to offset the cost of utilizing his personal communication device for business purposes.
- P. Clayton Model Stipend: For Clayton Model Responsibilities, which are outside of the scope of regular duties, the Superintendent may earn up to \$6,000 as long as the

Department of Education continues to fund the program. The stipend will be paid through grant funds.

ARTICLE V

ANNUAL EVALUATION

- A. 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 and shall represent a majority of the Board. A copy of the evaluation 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, giving notice that the Superintendent's employment will be discussed in closed session, and the Superintendent has not requested that the meeting be conducted in public. The evaluation 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 (with respect to those DPRs that are within the Superintendent's control), and such other criteria as the State Board of Education shall by regulation prescribe. 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 Superintendent's personnel file upon the Superintendent's request. The Superintendent shall be entitled to copies of all back-up materials utilized in the process. 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. The final draft of the annual evaluation shall be adopted by the Board by June 30th of each year of this Contract. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.

- B. Within ninety (90) days of the execution of this Employment Contract, the parties shall meet to establish the district's 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 Superintendent is evaluated, as hereinafter provided. The parties also agree that the Board shall not hold any discussions or take any negative action regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance in accordance with Article III G above. 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.

ARTICLE VI

TERMINATION OF EMPLOYMENT CONTRACT

- A. This Contract shall terminate, the 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, in which case the Contract shall be null and void as of the date of revocation, as required by *N.J.S.A. 18A:17-15.1*;
 3. forfeiture under *N.J.S.A. 2C:51-2*;
 4. mutual agreement of the parties;
 5. notification in writing by the Board to the Superintendent, at least 150 calendar days prior to the expiration of this Contract, of the Board's intent not to renew this Contract; or
 6. material misrepresentation of employment history, education and professional credentials, and criminal background.
- B. The Superintendent may terminate this Employment Contract upon at least 90 calendar days written notice to the Board, filed with the Board Secretary, of his intention to resign.
- C. 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 his duties in accordance with *N.J.S.A. 18A:27-9*, so long as it continues to pay his 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*.

ARTICLE VII

RENEWAL – NON RENEWAL

This Employment Contract shall automatically renew for a term of five (5) calendar years, expiring July 1st, 2033, unless either 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, prior to January 1, 2028, that he will not be reappointed at the end of the current term, in which case his employment shall cease upon the expiration of this Contract; or
- C. In accordance with such laws and regulation that would require nullification of this Contract.
- D. Pursuant to N.J.S.A. 18A:17-20.4, the Superintendent retains all tenure rights accrued in any position which he previously held in the District. The Superintendent shall also continue to accrue seniority in all positions in which he achieved tenure in the District. The Superintendent shall have the right to assert all tenure and seniority rights in the event that the Board does not renew the Superintendent for any reason.

ARTICLE VIII

COMPLETE AGREEMENT

This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

ARTICLE IX

SAVINGS CLAUSE

If, during the term of this Contract, it is found that a specific clause of the 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 X

RELEASE OF PERSONNEL INFORMATION

PERSONNEL RECORDS

The 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 during such review. At least once every year, the 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; and, upon final approval of the Board, such documents identified by him shall be destroyed.

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

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



Nikolaos Koutsogiannis

CLAYTON BOARD OF EDUCATION



Paul Connell, Board President



Frances Adler, Business Administrator

Date: 8-8-23

Date: 8-8-23