

EMPLOYMENT CONTRACT
SUPERINTENDENT

This employment contract ("this Contract") is made this 30th day of March 2022, by and between the **NORTH BRUNSWICK BOARD OF EDUCATION** (hereinafter "the Board"), with offices located at North Brunswick Township Schools, 25 Linwood Place, North Brunswick, NJ 08902, and **JANET CIARROCCA** ("Superintendent" or "Ms. Ciarrocca"), whose current home address is on file with the Board.

WITNESSETH

WHEREAS, the Board is in need of the services of a Superintendent of Schools; and

WHEREAS, Ms. Ciarrocca has provided services to the District as Director of Curriculum, Instruction and Technology ("Director"); and as Acting Superintendent, and is fully familiar with the District's operations and needs; and

WHEREAS, the Board desires to employ Ms. Ciarrocca as Superintendent of Schools and Ms. Ciarrocca is willing to accept said employment; and

WHEREAS, Board desires to provide the Superintendent with a written employment contract in order to maintain administrative stability and continuity within the schools; 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;

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

ARTICLE I
EMPLOYMENT

- A. Subject to satisfactory completion of required criminal and sexual history background checks if not already on file, and approval of this Contract by the Middlesex County Executive Superintendent, the Board hereby employs Ms. Ciarrocca as Superintendent and Ms. Ciarrocca hereby accepts said employment.
- B. The parties acknowledge Ms. Ciarrocca's service in the District as Director of Curriculum, Instruction and Technology, and as Acting Superintendent.
- C. Upon termination of this Contract, Ms. Ciarrocca shall be returned to her position as Director. Her service under this Contract shall not be deemed to constitute a break in her employment with the Board, and she shall suffer no loss in compensation or seniority as a result of service provided under this Contract. Ms. Ciarrocca retains all tenure rights accrued in any position which she previously held in the District. Ms. Ciarrocca shall also continue to accrue seniority in all positions in which she achieved tenure in the District. Ms. Ciarrocca shall have the right to assert all tenure and seniority rights in the event that the either party terminates this Contract for any reason.

ARTICLE II
TERM

The term of this Contract shall be for the period beginning July 1, 2022 through June 30, 2027.

ARTICLE III
CERTIFICATION

Ms. Ciarrocca represents that she currently possesses the appropriate New Jersey administrative certification and endorsement as School Administrator. If, at any time during the term of this Contract, the Superintendent's certification is revoked, this Contract shall be null and void as of the date of the revocation. A copy of the Superintendent's certification/s shall be kept on file in the Personnel Office.

ARTICLE IV
DUTIES

In consideration of the employment established hereby, Ms. Ciarrocca agrees to perform the duties of the Superintendent of Schools, in accordance with the laws of the State of New Jersey, rules and regulations adopted by the State Board of Education, existing job descriptions and Board policies, and those which are adopted by the Board in the future. The work year shall consist of 260 days. The Superintendent understands that she will work irregular hours and shall be on duty during all regular business hours, and attend all meetings of the Board, Board committees and, school and community events and functions as the Board shall require. The Superintendent also shall make herself available in the event of any emergency or exigent circumstances, to the extent that it is possible to do so under the circumstances.

ARTICLE V
COMPENSATION & BENEFITS

A. Base Salary. The Board shall pay the Superintendent an annual base salary, prorated for any partial year of service, in the following amounts:

2022-23	\$215,000
2023-24	\$219,300

2023-25	\$223,686
2025-26	\$228,160
2026-27	\$232,723

Payment shall be made in equal installments on a semi-monthly basis, in accordance with the schedule of payments in effect for other twelve-month certified employees. All customary payroll taxes and deductions shall be withheld, except as otherwise indicated herein.

- B. Personal Illness Days. The Superintendent shall earn 13 sick days prorated for each year of employment. The parties acknowledge that as of March 15, 2022, Ms. Ciarrocca had 115 accumulated sick days which she will retain, reduced by any that she uses through June 30, 2022. Unused sick days may accumulate and carry over into each successive contract year.
- C. Group Income Protection Plan. The Board shall continue to pay 100% of the premium of the group income protection plan previously provided to Ms. Ciarrocca as Director of Curriculum, Instruction and Technology.
- D. Vacation Days. Ms. Ciarrocca shall earn 22 vacation days per year, prorated. Vacation days shall be taken upon prior notification to the Board President. The parties acknowledge that as of March 15, 2022, Ms. Ciarrocca had 22 accumulated vacation days and 3.75 carry over vacation days. No more than ten days may be carried over under this Contract to the next school year without approval of the Board President. Days not utilized in the subsequent year will be lost. All weekly calendar days, with the exception of specified holidays and days when the entire district is closed, are workdays for administrators, so it is strongly preferred that

vacation days be taken when students are not in session such as the winter, spring, and the summer recess periods of time.

1. Pursuant to N.J.S.A. 18A:30-9.1, Vacation leave not taken in any year because of duties directly related to a state of emergency declared by the Governor may accumulate at the discretion of the board until, pursuant to a plan established by the board, the leave is used or the Superintendent is compensated for that leave.

E. Personal Leave. The Superintendent shall be entitled to three 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 notice to the Board President.

F. Holidays. The Superintendent shall be entitled to the holidays available to other 12-month, unaffiliated, central office administrators in the District. These shall include days on which the Central Office is closed, excluding school recess periods.

G. Professional Membership: The Board encourages the continuing professional growth of the Superintendent through participation, subject to Board review and approval, in the following:

1. County and State Department of Education meetings, workshops, and information sessions.
2. The operations, programs, and other activities conducted or sponsored by local, state and national administrators and/or school board associations;

3. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform her professional responsibilities for the Board;
4. Visits to other institutions; and
5. Other activities promoting professional growth of the Superintendent; subject to Board approval, the Board may permit a reasonable amount of release time to attend such seminars and meetings and shall pay all necessary travel, registration and sustenance expenses. Reimbursement or payment for such expenses shall be made in accordance with *N.J.S.A. 18A:11-12*, *N.J.A.C. 6A:23A-7.1*, *et seq.*, and Board policy. Additionally, the Superintendent shall be permitted to participate in the Learning Forward conference, TECHSPO, and the NJASA Spring Leadership Conference.
6. The Superintendent shall be entitled to membership, at the Board's expense for professional dues in the following professional associations: NJASA, NJPSA, and the Middlesex County Administrators Association, the IEI, AASA, and/or other organizations deemed important by the Superintendent and the Board.

H. Use of Private Vehicle. It is understood and agreed by the parties that the Superintendent's responsibilities, as set forth in this Contract and in the Board's applicable job description, will require travel within the District to and from the District's various buildings, as well as to various business-related functions and obligations. Travel within the District shall not be reimbursable. However, any job-related out of District travel may be submitted for reimbursement, as permitted by

N.J.A.C. 6A:23 A-3.1 (e)(13) and in accordance with the requirements of the New Jersey Office of Management and Budget (NJOMB) circulars.

- I. Equipment. The Board shall provide the Superintendent with a cellular phone and I-pad, and pay the expenses for her use of same, in accordance with Board policies and regulations. The Superintendent may use the cellular phone for personal calls. The Board shall also provide the Superintendent with a laptop computer for business use and incidental personal use. The equipment shall remain the property of the Board.
- J. Professional Liability: The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, audits, actions, and legal proceedings brought against her in her individual capacity as an agent and employee of the District, subject to *N.J.S.A. 18A:16-6* and *16-6.1*.

ARTICLE VI **EVALUATION**

The Superintendent shall be evaluated in accordance with the requirements of state law and the regulations of the Department of Education. The Superintendent shall be subject to an annual performance review by the Board. The review shall be memorialized in writing and shall be completed by June 30 of each school year during the term of this Agreement. 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 30th of each year of this Agreement, 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. Additionally, the Board shall meet with the Superintendent at six-month intervals to discuss performance and any concerns or issues the parties may have and, if necessary, develop a plan to address them.

ARTICLE VII

RIGHTS AND REMEDIES

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/maintain proper certification;
2. Revocation of the required certificate, in which case this Contract shall be null and void as of the date of revocation or suspension, as required by *N.J.S.A. 18A:17-15.1*;
3. Forfeiture under *N.J.S.A. 2C:51-2*;
4. Violation of the New Jersey First Act;
5. Mutual agreement of the parties;
6. Contractual notice of termination, as set forth in B, below.

B.

1. The Superintendent may terminate this Contract for any reason upon at least ninety (90) calendar days written notice to the Board. Upon termination while

in good standing, the Superintendent shall be permitted to resume her prior position as Director, consistent with her tenure, seniority and bumping rights.

2. The Board may terminate this Contract in accordance with the provisions of N.J.S.A. 18A: 17-20.2.

3. The Board may elect not to renew this Contract, in accordance with the provisions of N.J.S.A. 18A:17-20.1. The Superintendent shall be deemed to be reappointed, unless the Board provides notice of its intent to non-renew no later than 150 days prior to the expiration of this Contract.

C. 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. 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.

ARTICLE VIII **SAVINGS CLAUSE**

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

ARTICLE IX **GOVERNING LAW**

This Contract and all provisions hereof shall be governed by and construed under the laws of the State of New Jersey.

ARTICLE X **CONSTRUCTION**

For the purposes of resolving any ambiguities in this Contract, this Contract shall be deemed to have been mutually drafted and all terms shall be afforded their fair meaning.

ARTICLE XI

NOTICES

All notices under this Contract shall be in writing and shall be effective upon receipt. Notices sent by U.S. Postal Service Regular Mail shall be presumed to have been received after three days of mailing. Electronic transmissions by email and/or facsimile shall be deemed to have been received upon written acknowledgement or confirmation of successful transmission. Notices shall be sent, as follows:

A. To the Board

c/o Ms. Rosa Hock
Board Secretary/Business Administrator
North Brunswick School District
25 Linwood Place
North Brunswick, NJ 08902 Fax: 732-297-8567
Email: [REDACTED]

B. To the Superintendent

Janet Ciarrocca
Home Address on File with Board
Fax: [REDACTED]
Email: superintendent@nbtschools.org

ARTICLE XII
RIGHT TO CONSULT AN ATTORNEY

The Superintendent acknowledges that she has been advised of her right to consult independent legal counsel and that the Board Attorney does not represent her in conjunction with this Contract.

ARTICLE XIII
REQUIRED APPROVALS

This Contract is subject approval by the Executive County Superintendent and the Board of Education.

ARTICLE XIV
ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties with respect to the subject matter herein, and supersedes and integrates any and all prior representations, negotiations, discussions, understandings and agreements, whether oral or written. This Contract shall not be amended, changed or modified except in a writing signed by all parties. Each party acknowledges that neither the other party, nor any agent or attorney of the other party, has made any promise, representation or warranty whatsoever, express or implied, not contained in this Contract to induce its acceptance.

IN WITNESS WHEREOF, the undersigned have signed this Contract effective on the day and year first above written.

FOR THE NORTH BRUNSWICK BOARD OF EDUCATION:

By:  3/30/22
Barry Duran Harris, Board President Date

Attest:

 3/30/2022
Rosa Hock, Business Adm./Board Secretary

SUPERINTENDENT:

 3/31/2022
Janet Ciarrocca