

EMPLOYMENT CONTRACT

This Contract is made this 1st day of July 2022, between

THE BOARD OF EDUCATION OF THE TOWNSHIP OF PISCATAWAY

in Middlesex County (hereinafter “the Board”)

with offices located at 1515 Stelton Road, Piscataway, New Jersey

and

FRANK RANELLI (hereinafter “Superintendent”).

PREAMBLE WITNESSETH

WHEREAS, the Board desires to employ Superintendent as the Chief Education Officer of the school District; and,

WHEREAS, the Board desires to provide 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; and,

WHEREAS, the Board and 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

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 Frank Ranelli, as Superintendent of Schools for a term commencing July 1, 2022 through June 30, 2027. The parties acknowledge that this

Contract must be approved by the Middlesex County Executive County Superintendent in accordance with applicable law and regulation prior to execution by the Board and commencement of Superintendent's duties.

ARTICLE II **CERTIFICATION**

If, at any time during the term of this Contract, the Superintendent's certificate 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 postsecondary 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, 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 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.

B. To devote 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. Should 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 any honoraria paid. 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 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 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.

H. To suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the wellbeing of the District.

I. To perform all duties incident to the Office of 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 him 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. The Superintendent shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as District policies and regulations.

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 Superintendent have entered into a new employment contract.

1. Salary. The Superintendent shall be paid a base annual salary of \$230,000.00 to be paid for the first school year of the Contract term. In each of the subsequent years of the contract, the Superintendent shall receive the following base annual salary: School Year 2023-2024 - \$236,900.00; School Year 2024-2025 - \$244,007.00; School Year 2025-2026 - \$251,327.00; School Year 2026-2027 - \$258,867.00..

2. 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.*

B. Sick Leave

Superintendent shall receive 12 sick days per school year. Unused sick leave days shall be cumulative in accordance with the provisions of N.J.S.A. 18A:30-3.5, and N.J.A.C. 6A:23A-3.1(e)(7). Upon retirement, the Superintendent shall be paid for unused sick days which will be reimbursed, at the per diem rate ($1/260 \times$ annual salary). Reimbursement for sick days shall be consistent with the law in effect at the time this Contract is signed. Any such payment shall not exceed \$15,000.00, as provided by N.J.S.A. 18A:30-3.5, and N.J.A.C. 6A:23A-3.1(e)(7), and shall be made within sixty (60) days of the Superintendent's last day of employment. Accumulated sick leave shall be payable only at the time of retirement, and shall not be paid to Superintendent's estate or beneficiaries in the event of Superintendent's death prior to retirement. The Board Secretary/School Business Administrator shall maintain a contemporaneous log of all sick days claimed by Superintendent. The Superintendent shall notify the Board President if he is on sick leave for more than three consecutive work days, and the Board, in its discretion, may require Superintendent to submit documentary medical proof in that event.

C. Professional Membership

The Board shall pay one hundred percent (100%) of the Superintendent's membership fees and/or charges to the American Association of School Administrators, the New Jersey Association of School Administrators, and such other professional/civic groups as the Board in its sole discretion may determine. The Board shall pay for all State-mandated continuing education. The Superintendent shall be permitted to attend, at his option, either one state or one national conference annually, as well as the New Jersey New Superintendent Academy and any continuing education courses mandated by the State Department of Education, with all registration, travel and lodging expenses paid for by the Board. The Board may, in its sole discretion, pay for the registration, travel and lodging expenses of such other job-related conferences as the Superintendent may request. Reimbursement or payment for such expenses shall be made in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations. The Board shall grant the Superintendent paid professional release time to attend professional development meetings, conferences, and activities.

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

E. Laptop Computer, Tablet and Cellular Telephone: The Board shall provide Employee with a laptop computer and other necessary equipment for his use. The Board shall be responsible for maintaining said computer. The Board shall also provide the Employee with a cell phone and shall pay the reasonable monthly charges for talk, text and data in all geographical areas for normal business travel. The Board recognizes that such devices may be used during business and non-business hours for business and personal purposes.

F. Health Benefits

Consistent with Chapter 78, P.L. 2011, Superintendent shall receive family medical, dental and prescription insurance benefits granted generally to 12-month Central Administrative Employees. Superintendent will contribute 1.5% of his yearly base contractual salary or the designated percentage of the plan's premium, pursuant to State Law Chapter 78, P.L. 2011, toward the cost of benefits, whichever is greater. This amount will be deducted from the bi-monthly paycheck in equal installments. If the Superintendent was not enrolled in the Traditional program as of July 1, 2005, he may elect to enroll in either the Preferred Provider Program (PPO) or the Point of Service Plan (POS). Superintendent shall also receive reimbursement for corrective lenses and examinations not covered by medical insurance up to a maximum of \$350 per school year. Superintendent shall also be reimbursed annually for the cost of disability insurance in an amount not to exceed \$3,000.

G. Vacation Leave

1. Subject to the limitations imposed by N.J.S.A. 18A:30-3.9 and N.J.A.C. 6A:23A-3.1(e)(8), Superintendent shall be entitled to 20 vacation days per school year. Notwithstanding any present or prior practice generally applicable to 12-month central administrative employees, it is agreed that Superintendent may use the allotted vacation days during the 12-month period in which they are earned. Upon the approval of the Board, up to (10) unused vacation days per year may be carried over to the next year into a "vacation bank." The total accumulated "vacation bank" cannot exceed twenty (20) in any given year. Unused vacation days may be reimbursed upon separation or retirement at 1/260th per diem rate. Upon separation from employment or retirement, the Board shall pay the

Superintendent for his unused vacation days within sixty (60) days of his last day of employment.

2. Superintendent shall take his vacation time after giving the Board President reasonable notice and shall take all steps reasonably necessary to assure proper administrative supervision of the District in his absence. 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 District. Superintendent shall document the use of accrued vacation days with the Board Secretary. In accordance with current District practice, Superintendent shall receive periodic summaries of his attendance record from the Human Resources Office, and shall promptly alert that Office to any errors.

H. Holidays

The Superintendent shall be entitled to 14 paid holidays, consistent with those allotted to Central Office Administrators.

I. Personal Days

Superintendent shall be entitled to six paid personal days per school year. An annual maximum of three (3) unused personal days shall accumulate as sick days.

J. Travel Expenses

Superintendent shall receive reimbursement for school-related travel by personal automobile at the rate presently in effect for other central administrative employees for travel to all other locations, subject to any limitations imposed by OMB circulars or other applicable law.

K. Other Expense

The Board shall defray or reimburse Superintendent for the cost of all reasonable expenses incurred in the fulfillment of professional duties and responsibilities for the School District in accordance with OMB Circulars, N.J.A.C. 6A:23A and Board Policy.

L. Indemnification

The Board shall defend, hold harmless and indemnify Superintendent from any and all demands, claims suits, actions, and legal proceedings of any kind brought against Superintendent in his capacity as an agent and/or employee of the Board. If, in the good faith opinion of 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, Superintendent may engage his own legal counsel, in which event the Board shall indemnify Superintendent for the costs of his legal defense.

M. Payment to Estate

In the event that Superintendent dies during the term of this agreement, any payments to which he is entitled for unused vacation time shall be payable to his estate.

ARTICLE V
ANNUAL EVALUATION

The Board shall evaluate the performance of Superintendent at least once a year on or before June 30th in accordance with statutes, regulations and Board policy relating to Superintendent's evaluation. Each annual evaluation shall be in writing, shall represent a consensus of the Board, and shall include areas of commendation, recommendation, and provide direction as to areas in need of improvement, as applicable. Prior to final approval of the evaluation, a copy of the evaluation shall be provided to 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 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 (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. The final draft of the annual evaluation shall be accepted by a majority of the full membership of the board in closed session on or before June 30th. The Superintendent shall establish a schedule for evaluation for the next year to include a date for the annual conference. The Board and Superintendent shall mutually agree on the evaluation format in each year of this Employment Agreement.

In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include recommendations as to the areas of 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. His response shall become an attachment to the evaluation in question and be placed in the Superintendent's personnel file.

ARTICLE VI
TERMINATION OF EMPLOYMENT CONTRACT

A. This Contract shall terminate, Superintendent's employment will cease, and to the extent required by law no salary shall thereafter be paid, under any one of the following circumstances:

- (1) failure to possess/obtain proper certification;
- (2) revocation or suspension of Superintendent's certificate, in which case this 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*; or
- (4) mutual agreement of the parties;

B. In the event 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 him 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. The Superintendent may terminate this Employment Contract upon at least sixty calendar days written notice to the Board, filed with the Board Secretary, of his intention to resign.

D. 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 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

Pursuant to *N.J.S.A. 18A:17-20.1*, this Employment Contract shall automatically renew for a term of five (5) fiscal years, expiring July 1, 2032, unless one of the following occurs:

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

B. the Board notifies Superintendent in writing, prior to January 1, 2026 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.

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 AND CONFLICTS 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.

In the event of any conflict between the terms, conditions, and provisions of this 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 Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law.

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, 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 in accordance with the Destruction of Public Records Act.

No material derogatory to Superintendent's conduct, service, character, or personality shall be placed in his personnel file unless he has had an opportunity to review the material. 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.

ARTICLE XI
MISCELLANEOUS

The Board shall not hold any discussions regarding the Superintendent's employment, unless he 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 his choosing speak on his behalf. In addition, the Board shall not hold any discussions in public with regard to the Superintendent's performance, or that may adversely affect the Superintendent's employment, unless he 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

BOARD OF EDUCATION OF THE
TOWNSHIP OF PISCATAWAY


FRANK RANELLI


DR. TOM CONNORS, PRESIDENT

Date: 5/5/22

Date: 5/5/2022

WITNESS:



WITNESS:

