

EMPLOYMENT AGREEMENT

between

DR. LORISE A. GOEKE

and

THE BOARD OF EDUCATION

OF THE

BOROUGH OF SOUTH BOUND BROOK

This AGREEMENT made this 16th day of, May by and between the BOARD OF EDUCATION OF THE BOROUGH OF SOUTH BOUND BROOK (hereinafter referred to as the "Board"), whose principal office is located at 122 Elizabeth Street, in the Borough of South Bound Brook, County of Somerset and State of New Jersey 08880, and DR. LORISE A. GOEKE (hereinafter referred to as "Goeke"), whose address is 1436 South Main Street, in the Town of Philipsburg, County of Warren and State of New Jersey 08865.

WHEREAS, the Board is desirous of appointing Goeke to the position of Superintendent of Schools/Principal for the South Bound Brook School District (hereinafter referred to as the "District") for the period beginning July 1, 2023 and ending June 30, 2028, upon certain terms and conditions; and

WHEREAS, Goeke is desirous of accepting the Board's offer of employment; and

WHEREAS, the Board desires to provide Goeke with a written Employment Agreement in order to enhance administrative stability and continuity within the schools which the Board believes improves the quality of its overall education program; and

WHEREAS, the Board and Goeke believe that a written Employment Agreement is necessary to describe specifically their relationship and to serve as the basis for effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the District.

NOW, WHEREFORE, based on the foregoing premises and the mutual promises and covenants contained herein, the parties agree as follows:

1. Term

The Board hereby employs and Goeke hereby accepts employment as the Superintendent of Schools/Principal for the District for the period beginning July 1, 2023 and ending June 30, 2028.

2. Compensation

Effective July 1, 2023, the Board shall pay Goeke an annual salary of one hundred sixty thousand, five hundred dollars and no/100 (\$165,500.00).

Effective July 1, 2024, the Board shall pay Goeke an annual salary of one hundred sixty-three thousand, seven hundred ten dollars and no/100 (\$168,710.00).

Effective July 1, 2025 the Board shall pay Goeke an annual salary of one hundred sixty-six thousand, nine hundred eighty-five dollars and no/100 (\$173,985.00).

Effective July 1, 2026 the Board shall pay Goeke an annual salary of one hundred seventy thousand and three hundred twenty-four dollars and no/100 (\$175,324.00).

Effective July 1, 2027 the Board shall pay Goeke an annual salary of one hundred seventy-three thousand, seven hundred thirty dollars and no/100 (\$178,730.00).

Superintendent of Schools/Principal's salary for the remainder of this Contract shall be negotiated between the Board and the Superintendent of Schools/Principal and approved by the Somerset County Executive County Superintendent. The parties agree that future salary determinations by the Board will be based on administrative regulation.

A school year is defined as July 1 through June 30. The annual salary shall be prorated in the event Goeke works less than a full year.

Salary should be paid in twenty-four (24) equal semimonthly installments.

3. Professional Certification and Duties

Goeke shall hold a valid, duly registered New Jersey School Administrative Certificate with School Administrator and Principal Endorsements issued by the State of New Jersey Department of Education which will qualify her to act as Superintendent of Schools/Principal. In the event the administrator's certificate is revoked, the contract is null and void. (6A:23A-3.i(e)15.

4. Duties

Goeke agrees to give her best professional services and faithfully perform the duties of Superintendent of Schools/Principal for the District as prescribed by the applicable laws of the State of New Jersey, the regulations of the State Board of Education, the policies and regulations adopted by the

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Board, and the job descriptions which may be revised by the Board. A copy of the current job description is attached hereto and made a part of this Employment Agreement.

5. Outside Activities

Goeke shall devote her time, labor and attention to the business of the District when needed by the Board. She, therefore, shall not be engaged in outside employment which may, in the Board's judgment, conflict with the interests of the Board or interfere with the performance of her duties.

6. Professional Development

A. To further the continued professional development of Goeke in the position of Superintendent of Schools/Principal, Goeke shall become a member of professional and service organizations. Membership dues in the American Association of School Administrators, New Jersey Association of School Administrators, and the New Jersey Principals and Supervisors Association shall be paid by the Board.

B. For each year of this Employment Agreement, the Board agrees to provide release time and pay the full cost of registration fees, mileage and reasonable expenses incurred relating to Goeke's attendance/participation in seminars, workshops, conferences and conventions, subject to the prior approval by the Board. Reimbursement or payment for such expenses shall be made in accordance with Board policies, N.J.S.A. 18A:11-12 and the State's regulations regarding travel covered under

Circular Letter 08-13-OMB, and any subsequent circular letters which may be issued by the State Office of Management and Budget.

7. Evaluation

The Board shall evaluate Goeke annually, no later than June 30, in accordance with the applicable provisions of Title 18A, State Board of Education regulations, Board policy and regulations, and the evaluation instrument which has been approved by the Board for the evaluation of the Superintendent of Schools/Principal.

8. Leaves of Absence

A. Vacation

Goeke shall receive twenty (20) days of vacation annually. No vacations may be taken without the approval of the Board or its designee. Vacation days earned during any preceding school year may not be taken until Goeke has completed such year's service. Vacation days are not accumulative and shall be used before June 30th of the following year. Any unused vacation days not used by said date shall be forfeited and shall have no cash value. In the event the Employment Agreement is terminated or not renewed, the Board shall pay the Superintendent of Schools/Principal for her unused accrued vacation at the rate of 1/260th of her annual salary or, subject to the approval of the Board, the Superintendent of Schools/Principal may take her vacation days before the effective date of the termination of her employment with the Board.

B. Sick Days

Goeke shall receive twelve (12) days of sick leave annually on a prorated basis. Sick days shall be accumulative in accordance with N.J.S.A. 18A:30-3. Upon retirement, paid accumulated sick leave shall be paid at a one-to-one basis at the final per diem rate, not to exceed a total payment of \$15,000 pursuant to NJAC 6A:23A-3.19 (e)8. The per diem rate shall be based on a 260 day work year.

C. Holidays

During the contract period, Superintendent/Principal shall be entitled to 14 paid holidays annually according to Policy #**4433** as listed for twelve-month employees, as well as winter break (the day before Christmas through and including New Year's Day) and Spring Break (Friday and the following week); provided, however, that the Superintendent/Principal shall work two (2) days during the academic year when students are not in attendance. These dates will be given to the board 10 days prior to work days.

D. Personal Days

The Superintendent/Principal may be absent from school duties during the term of this contract for three (3) days without loss of pay for personal matters which require such absence during school hours. The Superintendent/Principal shall inform the board with reasonable prior notice of her 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 accumulated sick leave.

E. Bereavement Leave

For a death in the immediate family, the Board will grant Goeke a bereavement leave up to five (5) consecutive work days or seven (7) calendar days with full pay. Immediate family consists of the father, mother, spouse, children, brother, sister, grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, or any member of the immediate household living with the employee. For a death in the extended family, the Board will grant Goeke a bereavement leave of one (1) work day with full pay.

9. Medical Benefits

A. The Board shall pay the premium cost for health Benefits, including prescription benefits, for Goeke and her eligible dependents as described in the effective Contract Agreement (or any revised, renewed or replacement Contract Agreement) between the Board and the School Employees Health Benefits Program ("SEHBP") Direct 15 or another plan offering substantially equivalent benefits. Goeke shall pay contributions towards her health care in accordance with applicable law. The Board will also pay \$600 toward the premium cost for dental insurance as described in the effective Contract Agreement (or any revised, renewed or replacement Contract Agreement) with the Board or another plan offering substantially equivalent benefits.

Goeke's contribution toward the premium cost of dental benefits shall be deducted from Goeke's salary and paid, in equal installments, in accordance with the payroll schedule for all other professional staff.

B. The Board shall maintain and bear the administrative costs of a Section 125 Plan pursuant to which Goeke may participate in the flexible spending account and the benefits waiver plan in accordance with the plan documents which have been approved by the Board in accordance with Section 125 laws. The annual cash incentive to be provided to Goeke for waiving health insurance shall be 25% of savings to employer or \$5,000, whichever is less. The annual cash incentive is fully taxable and subject to all required withholding taxes. Goeke will be permitted to re-enroll in the respective group insurance plans every July 1 or immediately if the Goeke provides proof of a life status change. If Goeke re-enrolls during the year because of a life status change, the cash incentive will be prorated.

10. Transportation

Goeke shall receive a mileage reimbursement for expenses incurred in the ownership and operation of her automobile in connection with her official duties in an amount not to exceed the state approved mileage reimbursement rate. The costs of commuting are not included.

11. Termination of Contract

This Employment Agreement may be terminated only for the following reasons:

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A. Death

In the event of the death of Goeke during the term of this Employment Agreement, this Employment Agreement shall terminate and shall be unenforceable; provided, however, that Goeke's estate shall be paid for all authorized accumulated vacation days which were earned by Goeke while employed by the Board at the rate of 1/260th of her annual salary.

B. Disability

In the event of Goeke's disability by illness or incapacity, the Board may terminate this Employment Agreement by written notice to Goeke at any time after Goeke has exhausted all accumulated unused sick leave, vacation leave and any other leave as may be available. All obligations of the Board shall cease upon such termination.

If a controversy or dispute exists concerning the capacity of Goeke to return to her duties, the Board may require Goeke to submit to a medical examination to be performed by a doctor licensed to practice medicine in the State of New Jersey. The Board and Goeke shall mutually agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the Board. The physician shall conduct a complete examination and render a full report on Goeke's medical condition.

C. Just Cause

(i) The parties hereto agree that in the event Goeke's certification is permanently revoked, all provisions of this Employment Agreement shall automatically terminate and shall be null and void as of the date of revocation. If Goeke is

lawfully precluded from performing her duties by any judgment, order or direction of any court of competent jurisdiction or the Commissioner of Education, all provisions of this Employment Agreement shall terminate and Goeke's employment shall cease.

(ii) Throughout the term of this Employment Agreement, Goeke shall be subject to dismissal only for inefficiency, unbecoming conduct, incapacity or other just cause in accordance with the provisions of Title 18A and applicable State Board of Education regulations. Should the Board act to dismiss Goeke for just cause, it will act in accordance with the provisions of Title 18A and applicable State Board of Education regulations.

D. Mutual Agreement of the Parties

This Employment Agreement may be terminated by the mutual agreement of the parties.

E. Unilateral Termination by the Superintendent of Schools/Principal

This Employment Agreement may be terminated unilaterally by the Superintendent of Schools/Principal upon ninety (90) days written notice to the Board.

F. Regionalization

If the District is the subject of a regionalization of two (2) or more school districts or is abolished in accordance with State law, this Employment Agreement shall be terminated upon the Board providing Goeke with twelve (12) months prior written notice.

12. Renewal/Nonrenewal

At the conclusion of the term of this Employment Agreement, the Superintendent of Schools/Principal shall be deemed reappointed for another contractual term of the same duration as this Employment Agreement, unless the Board by contract reappoints her for a different term which term shall not be less than three (3) nor more than five (5) years or the Board notifies the Superintendent of Schools/Principal in writing, one year (365 days) prior to the expiration of this Employment Agreement, that she will not be reappointed at the end of the current term, in which event her employment shall cease at the end of this Employment Agreement.

13. Tenure

The position of Superintendent of Schools/Principal is not tenure eligible.

14. Indemnification

The Board shall defend, hold harmless and indemnify Goeke in accordance with law from any and all demands, claims, lawsuits, actions and legal proceedings of any kind brought against Goeke in her capacity as an agent and/or employee of the Board.

15. Modification of the Agreement Terms

The terms and conditions of this Employment Agreement shall not be modified except by the written consent of both parties hereto. Any change to the financial terms of this Employment Agreement, including the determination of a salary

increase above two percent (2%) is subject to the approval of the Executive County Superintendent of Schools.

16. Full Understanding

The parties hereto represent to each other that they fully understand the terms and conditions of this Employment Agreement, and agree to be bound by same and the laws of the federal government and State of New Jersey, including all administrative regulations promulgated by the applicable federal and state administrative agencies.

17. Savings Clause

If during the term of this Employment Agreement it is found that a specific clause of this Employment Agreement is illegal, the remainder of the Employment Agreement not affected by such a ruling shall remain in force.

IN WITNESS WHEREOF, the parties have caused this Employment Agreement to be duly executed by the Board President and the Superintendent of Schools/Principal on the date written above.

WITNESS:

BOARD OF EDUCATION OF THE
BOROUGH OF SOUTH BOUND BROOK



SALLY DOLAN
Business Administrator/Board
Secretary

By: 

ALLISON LIH-THIESSEN
Board President

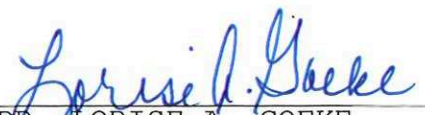
DATED: 5/16/22

DATED: 5/11/22

WITNESS:



SALLY DOLAN
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DR. LORISE A. GOETKE

Business Administrator/Board
Secretary

DATED: 5/19/22

Superintendent of Schools/
Principal

DATED: 5/19/22