State of New Jersey
DEPARTMENT OF EDUCATION

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

MIDDLESEX COUNTY OFFICE OF EDUCATION
13-15 Kennedy Boulevard
East Brunswick, New Jersey 08816
(732) 249-2900
Fax (732) 296-6567

LAMONT O. REPOLLET, ED.D.
Acting Commissioner

KYLE M. ANDERSON
INTERIM EXECUTIVE COUNTY SUPERINTENDENT

June 30, 2020

Mr. William Smith
Board President
Spotswood Board of Education
Admin. Offices, 105 Summerhill Road
Spotswood, NJ 08884

Dear Mr. Smith:

I have reviewed the employment contract for Graham Peabody, Superintendent of Schools, in accordance with N.J.S.A. 18A:7-8(j) and to determine compliance with the standards adopted by the Commissioner of Education at N.J.A.C. 6A:23A-3.1. Based upon my review, I have determined that those provisions of the contract subject to my review are in compliance with applicable laws and regulations. Therefore, I approve the contract for a period commencing on July 1, 2020 through June 30, 2025.

A copy of the signed contract accompanied by the board resolution should be forwarded to my office immediately following the board meeting.

If there are any changes to the terms of this contract, you will need to submit it to the Executive County Superintendent for review and approval prior to the required public notice and hearing of such changes.

Sincerely,

Kyle M. Anderson

Kyle M. Anderson
Interim Executive County Superintendent

KMA/dh
C: Graham Peabody, Superintendent of Schools
Vita Marino, Business Administrator/Board Secretary
Leo Yanogacio, Middlesex Executive County School Business Official

SUPERINTENDENT

Detailed Statement of Contract Costs

District: Spotswood
Name: Graham Peabody
District Grade Span: K-12
On Roll Students as of 10-15 of the prior year 1650

	Year 1	Year 2	Year 3	Year 4	Year 5
Contract Term:	2020-21	2021-22	2022-23	2023-24	2024-25
Salary					
Base Salary	$ 169,293	$ 173,949	$ 178,733	$ 183,648	$ 188,698
Shared Service		$ -	$ -	$ -	$ -
Longevity	$ -	$ -	$ -	$ -	$ -
TOTAL ANNUAL SALARY	**$ 169,293**	**$ 173,949**	**$ 178,733**	**$ 183,648**	**$ 188,698**
Additional Salary					
Quantitative Merit Goals	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500
Qualitative Merit Goals	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500
Additional Compensation - Describe:					
Total Additional Salary	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000
TOTAL ANNUAL SALARY PLUS ADDITIONAL COMPENSATION	**$ 174,293**	**$ 178,949**	**$ 183,733**	**$ 188,648**	**$ 193,698**
Total Premiums for:					
Health Insurance	$ -	$ -	$ -	$ -	$ -
Prescription Insurance	$ -	$ -	$ -	$ -	$ -
Dental Insurance	$ -	$ -	$ -	$ -	$ -
Vision Insurance	$ -	$ -	$ -	$ -	$ -
Disability Insurance	$ -	$ -	$ -	$ -	$ -
Other Insurance - Describe:	$ -	$ -	$ -	$ -	$ -
Waiver of Benefits	$ -	$ -	$ -	$ -	$ -
Total Cost of Premiums	$ -	$ -	$ -	$ -	$ -
Employee Contribution to Premiums as Per Law	$ -	$ -	$ -	$ -	$ -
TOTAL HEALTH BENEFITS COMPENSATION	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Other Compensation					
Travel and Expense Reimbursement (Estimated Annual Cost)	$ -	$ -	$ -	$ -	$ -
Professional Development (Capped Amount or Estimated Annual Cost)	$ 4,250	$ 4,250	$ 4,250	$ 4,250	$ 4,250
Tuition Reimbursement	$ 4,250	$ 4,250	$ 4,250	$ 4,250	$ 4,250
Mentoring Expenses - Describe:	$ -	$ -	$ -	$ -	$ -
National/State/County/Local/Other Dues	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	$ 60	$ 60	$ 60	$ 60	$ 60
Computer for Home use, including supplies, maintenance, internet	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000
Other - Describe:	$ -	$ -	$ -	$ -	$ -
TOTAL OTHER COMPENSATION	**$ 9,560**	**$ 9,560**	**$ 9,560**	**$ 9,560**	**$ 9,560**
Sick and Vacation Compensation					
Max Paid for Unused Sick Leave Upon Retirement	$ 15,000	$ 15,000	$ 15,000	$ 15,000	$ 15,000
Max Paid for Unused Vacation Leave - Retirement or Separation	$ 14,976	$ 15,388	$ 15,811	$ 16,246	$ 16,693
Total Sick and Vacation Compensation	$ 29,976	$ 30,388	$ 30,811	$ 31,246	$ 31,693
TOTAL CONTRACT COSTS	**$ 213,829**	**$ 218,897**	**$ 224,104**	**$ 229,454**	**$ 234,951**

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT is made and entered into as of the 1st day of July 2020, by and between the SPOTSWOOD BOARD OF EDUCATION with offices located at 105 Summerhill Road, Spotswood, New Jersey 08884 (hereinafter referred to as the "Board"), and GRAHAM PEABODY (hereinafter referred to as "Peabody").

WITNESSETH:

WHEREAS, the Board desires to provide Peabody 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 Peabody 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, the Board and Peabody, for the consideration herein specified, agree as follows:

1. **TERM.**

The Board, in consideration of the promises herein contained, hereby employs, and Peabody hereby accepts employment as Superintendent July 1, 2020, through the last day of June 2025. The Superintendent may terminate this Employment Contract upon at least 6 months written notice to the Board, filed with the Board Secretary, of his intention to resign.

2. CERTIFICATION.

Superintendent shall at all times during the term of this Employment Agreement hold a valid certificate appropriate to the position issued by the NJ State Department of Education. The parties hereto agree that in the event the Superintendent certificate is permanently revoked, all provisions of the Employment Agreement shall automatically terminate and if the Superintendent is lawfully precluded from performing his 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 the Superintendent's employment shall cease.

3. SALARY/BENEFITS

The Board shall pay Peabody an annual base salary of $169,293 for the period from July 1, 2020 through the last day of June 2021; the Board shall pay Peabody an annual base salary of $173,949 for the period from July 1, 2021, through the last day of June 2022; the Board shall pay Peabody an annual base salary of $178,733 for the period July 1, 2022, through the last day of June 2023, the Board shall pay Peabody an annual base salary of $183,648 for the period July 1, 2023, through the last day of June 2024, the Board shall pay Peabody an annual base salary of $188,698 for the period July 1, 2024, through the last day of June 2025. This annual base salary shall be paid in equal installments in accordance with the prevailing policy of the Board governing the payment of professional staff members employed in the school district.

a. Merit Increases - The Superintendent may receive a merit bonus in addition to his annual base salary. The merit bonus will be based upon his achievement of quantitative merit criterion and/or qualitative merit criterion. The Board and Superintendent shall select up to three (3) quantitative merit criteria and up to two (2) qualitative merit criteria per contract year. Written criteria for determining each merit increase shall be set forth in the District goals and objectives as addenda and will be established by September 1at of each school year, or within sixty (60) days of commencing employment, for the next succeeding school year. Both parties will discuss and mutually agree upon a draft of the criteria prior to adoption by the Board. The Superintendent and the Board agree that some criteria are inherently subjective and that the use of such criteria is a reasonable and legitimate tool in the evaluation of and setting the salary of the Superintendent. The goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated. The written criteria established by the parties shall become part of this contract and incorporated by reference herein. The Executive County Superintendent shall approve or disapprove the selection of quantitative merit and/or qualitative merit criteria and the data that forms the basis of measuring the achievement of quantitative merit and/or qualitative merit criteria. The Superintendent shall receive a merit bonus in amount up to 3.33% of his annual base salary for each quantitative merit criterion achieved, and/or a merit bonus in amount of up to 2.5% of annual base salary for each qualitative merit criterion achieved. The Board shall submit a resolution to the Executive County Superintendent certifying that the quantitative merit and/or qualitative merit criterion have been satisfied and shall await a confirmation of the satisfaction of that criterion from the Executive County Superintendent prior to payment of the merit bonus. The Board agrees to establish merit goals with a total maximum allowance five thousand dollars ($5,000).

b. Laptop or Desktop Computer, Tablet and Cellular Telephone:

The Board shall provide the Superintendent with a laptop or desktop computer, depending on the Superintendent's preference and based on the school's current inventory, high speed and wireless internet connection, and other necessary equipment for his/her use. The Board shall be responsible for maintaining said computer and connection. The Board shall provide the Superintendent with a tablet or 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.

4. VACATION DAYS.

Peabody shall be entitled to 23 days of vacation leave per year. All of the vacation leave shall be available for the Administrator's use on July 1.

1. The Administrator shall take vacation leave after giving the Board reasonable notice. The Administrator shall document the use of vacation leave in accordance with district procedures.
2. The Board encourages the Administrator to take the full vacation allotment each year. However in accordance with P.L. 2007, Chapter 92, any unused vacation leave earned during this one year contract, not taken due to business demands, can be carried over into the next year. A maximum of five (5) days can be carried over into the next year. Any vacation leave carried over must be used in the next year, or those days not taken will be forfeited. Vacation leave cannot be converted to any other leave.
3. Prior to June 8, 2007 when P.L. 2007 Chapter 92 was enacted, the Administrator had zero (0) days of accrued vacation leave. Subsequently, the Administrator used zero (0) vacation data on June 29, 2007, thus leaving zero (0) days of accrued vacation leave.

This accrued vacation leave, if unused, is payable upon separation or retirement from the District, as permitted by P.L. 2007, chapter 92. Payment of accrued unused vacation leave will be calculated at a per diem rate of 1/240th the Administrator's annual salary. This rate is multiplied by the number of accrued days earned as of June 8, 2007 minus any vacation taken during June 9-30, 2007.

4. Unused vacation leave accrued consistent with the provisions of N.J.S.A 30-9 after June 8, 2007 is payable upon separation or retirement from the District. Payment of accrued vacation leave will be calculated at a per diem rate of 1/260th the Administrator's annual salary. This rate is multiplied by the number of accrued days earned after June 8, 2007.
5. In the event that the Administrator's contract is terminated by either party prior to its expiration, unused vacation time shall be paid on a pro-rated basis.
6. In the event that the Administrator dies while in office, The Board shall pay the value of the Administrator's unused and accrued vacation leave to the Administrator's estate. Payment of accrued vacation leave will be calculated at a per diem rate of 1/260th Administrator's annual salary.

5. SICK LEAVE DAYS

Peabody shall be entitled to 12 days of sick leave during this contract. Unused sick leave shall be cumulative in accordance with N.J.S.A. 18A:30-3. Upon retirement and notice to the Board, the Administrator shall receive payment for unused sick leave as per P.L. 2007 chapter 92, to a maximum of $15,000. Payment of accrued sick leave will be calculated at a per diem rate of 1/260th the Administrator's annual salary. This rate is multiplied by the number of accrued days upon retirement, not to exceed $15,000. The Administrator shall document use of sick leave in accordance with district procedures.

6. PERSONAL DAYS

Peabody shall be granted three (3) days of absence annually for personal matters which require absence during school hours, to be used at his discretion in accordance with NJSA 18A:30-7.

7. PROFESSIONAL DEVELOPMENT

A. The Board will pay not more than $4,250 (Four-thousand two hundred fifty dollars) for tuition and/or convention expenses, periodicals, texts. Convention attendance shall be subject to prior approval of the Board. Unused funds cannot be carried forward to the following year. Tuition reimbursement will be in accordance with the requirements of N.J.A.C. 6A:23A-3.1(e)15 and such course work will result in a graduate degree conferred by a duly accredited institution of higher education as defined in N.J.A.C. 6A:9-2.1.

B. Peabody shall be entitled to membership at Board expense but not more than $4,250 (Four-thousand two hundred fifty dollars) for professional dues for the following associations: NJASA and ASCD and any other professional organization deemed educationally appropriate by the Superintendent.

C. It is further agreed that Peabody shall be reimbursed for any miles driven during the normal course of business during the contract period, in accordance with N.J.A.C. 6A:23A-7.9 C.4.i reimbursement will be made pursuant to OMB circulars at a rate authorized by the Annual State Appropriation Act.

D. Peabody shall file itemized statements of expenses arising from Superintendent mandated professional development with the Board.

E. A and B may be combined, but at no time will the total for both be approved for more than eight thousand five hundred dollars ($8,500) as approved by the Board.

8. HEALTH INSURANCE

Health/Hospitalization Insurance:

The Board shall provide health insurance, major medical coverage, prescription (provided through major medical) and dental to all eligible employees and their families. Eligibility is defined as those employees who work 30 hours or more per week during the length of this contract. The Board will continue medical coverage during the length of this agreement for those employees still employed after July 1, 2008, who were hired prior to December 1, 2002 and are working between 20 and 30 hours per week.

Eligible employees will make contributions towards their health insurance pursuant to what is currently required by state statute or beyond as required and permitted by law.

All contributions will be via payroll deduction and pre-tax in an approved Chapter 125 plan.

Miscellaneous

Should the Board decide to change insurance carriers, it shall do so under the following stipulations:

a. Financial benefit of the new carrier, or carriers, shall be no less than under the present carrier.

b. Financial benefits of the new carrier, or carriers, shall include benefit payments to be paid by the carrier directly to the medical service (hospital, doctor, laboratory, et cetera).

c. Any change in the carrier, or carriers must first be discussed with the Association.

The Board shall provide to each employee a description of the health care insurance coverage provided under this section, no later than the beginning of each school year, which shall include a clear description of conditions and limits of coverage as listed above.

As a result of a "lifechange" (birth, death, divorce, loss of primary medical benefits) an employee will have the opportunity to enter the medical plan provided by the board. The employee must first inform the Business Office of their situation. As the result of a "lifechange", the employee may re-enroll in the medical benefits program at any time during the year.

An employee may re-enroll in the medical benefits program without having a "lifechange" during the open enrollment period - April 1 through April 30. However the benefits will not take effect until July.

An employee may opt out of the medical benefits program at any time during the year upon completion of the medical benefits waiver form (this form can be obtained from the Business Office) and submission of this form and a copy of the employee's current medical insurance card.

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Any improvements in medical/health fringe benefits as may be developed through bargaining on the basis of the district's Associations shall be automatically granted to Peabody on the same terms and conditions applying to the members of the Associations and paid by the Board of Education.

9. OBLIGATIONS OF THE SUPERINTENDENT

Peabody shall fulfill all of his obligations under this Employment Contract, except as agreed to in writing by the Board and Peabody. Failure of Peabody to fulfill the obligations agreed to in this Employment Contract will be viewed as a violation of the Administrator's Code of Ethics (Board Policy 2300), will be good and just cause for termination of employment, and will be reported by the Board to the appropriate State educational authorities and to State and National Associations of School Administrators.

10. 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. A copy of the evaluation shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. 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. 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. 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.

B. Within sixty (60) days of the execution of this Employment Contract, the parties shall meet to establish 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. On, or prior to, June 1 of each succeeding school year, the parties will meet to establish goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described.

11. TERMINATION OF EMPLOYMENT CONTRACT.

This Agreement may be terminated by:

A. Mutual agreement of the parties;

B. Resignation by Peabody with 6 months' notice;

C. Notification in writing by the Board to the Superintendent, at least six months prior to the expiration of this Contract, of the Board's intent not to renew this Contract; or

D. Action of the Board based upon good cause;

E. Other provisions of the law when applicable, including non-renewal of employment during the period of non-tenured status.

12. PROFESSIONAL LIABILITY

The Board agrees that, pursuant to N.J.S.A. 18A:16-6, it shall defend and hold harmless, and indemnify Peabody from any and all demands, claims, suits, actions, and legal proceedings brought against him in his individual capacity or in his official capacity as agent and/or employee of the Board, provided the incident arose while he was acting within the scope of his employment; and, as such, liability coverage is within the authority of the Board to provide under state law.

If, in the good faith opinion of Peabody or the Board, a conflict exists as regards the defense to such claim between his legal position and the legal position of the Board, he may engage separate counsel, in which event the Board shall indemnify him for the costs of legal defense as permitted by state law unless such counsel is provided by the Board's insurance carrier. The Board reserves the right to approve, in advance, the hourly rate to be charged by counsel and such rate shall not exceed the rate per hour as charged by the attorney for the Board.

13. ENTIRE AGREEMENT.

This Employment Contract embodies the entire agreement between the parties hereto and may not be varied, except in writing, signed by each of the parties.

14. CONFLICT.

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

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15. SAVINGS CLAUSE.

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

16. GENDER, PLURAL AND SINGULAR.

In all references herein to any parties, persons or entities, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

17. CAPTIONS.

The captions of particular paragraphs or clauses of this Employment Contract are inserted as a convenience, and in no way limit, enlarge, define, or otherwise affect the scope or intent of the Employment Contract or any provision thereof, and are in no way to be construed as part of this Employment Contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this 30 day of June, 2020.

Attest:

Vita Marino

Vita Marino, Business Administrator/
Board Secretary

Adrian Ossofsky

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SPOTSWOOD BOARD OF EDUCATION

By: William H. Smith

William Smith, Board President
Spotswood Board of Education

Witness Graham Peabody

Superintendent

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