

EMPLOYMENT CONTRACT
SUPERINTENDENT OF SCHOOLS

THIS EMPLOYMENT CONTRACT is made and entered into this _____ day of _____, 2022 by and between the **DUNELLEN BOARD OF EDUCATION**, County of Middlesex, with offices located at High and Lehigh Streets, Dunellen, NJ 08812 (hereinafter referred to as the "Board"), and Daniel J. Ross.

WHEREAS, the Board desires to employ Mr. Ross as its Superintendent of Schools for the Dunellen School District and Mr. Ross agrees to serve in this capacity; and

WHEREAS, the Board and Mr. Ross wish to embody in this contract the terms and conditions of their agreement;

NOW, THEREFORE, the Board and Mr. Ross for the consideration herein specified, agree as follows:

1. EMPLOYMENT TERM

The Board hereby employs Mr. Ross as Superintendent (hereinafter "Superintendent") for a term commencing on September 1, 2022 (or sooner if released early by his current employer, but not earlier than July 1, 2022) and ending at the close of business on June 30, 2026.

2. CERTIFICATION

The Superintendent is duly certified by the New Jersey State Board of Examiners to serve as Superintendent of Schools. The Superintendent will provide official course transcripts for all earned graduate degrees to the Board of Education. These transcripts will be kept on file in the Board office.

3. SUPERINTENDENT RESPONSIBILITIES

A. The Superintendent shall be the chief executive and administrative officer of the Board and shall have general supervision over all aspects, including fiscal operations and instructional programs of the district. He shall faithfully perform the duties of Superintendent in accordance with the Laws of the State of New Jersey, Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board from time-to-time. The specific job description adopted by the Board, applicable to the position of Superintendent is incorporated by reference into this contract and shall be followed by the Superintendent.

- 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 outside activities for compensation without written approval from the Board. Said activities should not interfere with his duties as Superintendent, including but not limited to attending required board/committee meetings and school sponsored events and activities where the Superintendent's presence is important. 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 any compensation paid. The Superintendent shall notify the Board President in writing in the event he is going to be away from the district on district business. 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 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, as well as district policies and regulations. 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 Employment Contract, and such addendum has been approved by the Executive County Superintendent.
- 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.
- 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 where his presence is requested 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, he shall be given the opportunity to address the Board in closed session and to bring a representative of his choosing for period of time to be established by the Board.

- 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. The Superintendent may attend those county, regional and State meetings that are necessary for him to keep informed of current matters affecting the Board.
- J. 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.

4. COMPENSATION

- A. Salary and Salary Increases: The Board shall pay the Superintendent an annual base salary of One Hundred Eighty Thousand Dollars (\$180,000.00) during the 2022-2023 school year (this amount shall be prorated if he starts after July 1). On July 1st of each contract year thereafter, the Superintendent shall receive a three percent (3.0%) increase on his salary for each subsequent year of this contract. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other administrative staff. Pension contributions shall be withheld from the total salary amount in accordance with TPAF regulations. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other administrative staff.
- B. No Reduction in Compensation: During the term of this Contract, the Superintendent shall not be reduced in compensation except in accordance with N.J.S.A. 18A:17-20.2.
- C. Salary Reduction Annuity: The Superintendent shall have the right during the Superintendent's employment, to take a reduction in salary and require the Board to use an amount corresponding to such reduction to purchase a tax-sheltered annuity and/or mutual fund investment in accordance with N.J.S.A. 18A:66-127, et seq. and applicable tax laws, including Sections 403 (b) and 457(b) of the Federal Internal Revenue Code. The maximum

amount of reduction in salary authorized shall be the maximum tax deferral amount permitted by the Federal Internal Revenue Code.

5. VACATION

- A. The Superintendent shall be granted twenty (22) vacation days in the first year of this contract (prorated if start date is after July 1) and shall receive one additional vacation day each year thereafter. Vacation days shall be available to the Superintendent on the first day of each contract year but shall be considered earned on a monthly pro-rata basis. School recesses between September and June do not constitute time off for the Superintendent unless he uses his leave time.
- B. The Superintendent may carry over up to ten (10) vacation days from one year to the next if he is precluded from using those days due to business demands. The Superintendent shall be paid his per diem rate for unused earned vacation days up to twenty (20) days upon separation from employment. Should the Superintendent pass away, any earned vacation days, up to twenty (20) days at his per diem rate, shall be paid to his estate. Throughout this contract, the per diem rate shall be calculated as $1/260$ of his then-current annual base salary in the year in which it was earned. The Board shall make payment hereunder to the Superintendent within thirty (30) days of his last day of employment.
- C. The Superintendent shall be permitted to take vacation days upon prior written notice and approval by the Board President or designee during the school year. Such approval shall not be unreasonably withheld and shall not result in the Superintendent forfeiting vacation days during any year of this contract. During summer recess, the Superintendent shall use discretion and notify the Board President of the vacation schedule. The Superintendent shall be responsible for notifying the Business Administrator, Board Secretary, and payroll office of his attendance via the district attendance system 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, each time any leave is taken. The Superintendent and Board President shall periodically review the Superintendent's attendance record to assure correctness.
- D. In accordance with N.J.S.A. 18A:30-9.1, vacation days not taken in a given year because of duties directly related to a state of emergency declared by the Governor may accumulate at the discretion of the Board pursuant to a plan established by the Board until such time as the Superintendent uses the accumulated vacation days or the Superintendent is compensated for the accumulated unused vacation days following a Board resolution approving payment of same.

6. HOLIDAYS

The Superintendent shall be entitled to the same holidays as the other Dunellen Administrative staff.

7. SICK LEAVE

- A. The Superintendent shall be allowed twelve (12) days sick leave annually. The unused portion of such leave, at the end of each school year, shall be cumulative.
- B. Upon retirement from the District and the TPAF, the Board shall pay the Superintendent for accumulated, unused sick days at the per diem rate of $1/260^{\text{th}}$ of his final annual salary, up to a maximum payment of \$15,000.00. The Board shall make any payment hereunder to the Superintendent within thirty (30) days of his last day of employment.
- C. Upon commencing employment, the Board shall provide the Superintendent with a sick leave bank of forty (40) sick days. These days shall diminish as days earned in the district are accumulated. The sick days in the sick leave bank shall not be available for compensation upon the Superintendent's retirement.

8. PERSONAL & FAMILY ILLNESS LEAVE

The Superintendent shall be entitled to three (3) 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 the prior written notification to the Board President to the extent possible. Personal day usage shall be reflected on time-off records filed with the Board Secretary. Personal days must be utilized in the year that they are granted or shall be forfeited. In addition to the leave rights the Superintendent may have under federal and/or state law, the Superintendent shall be permitted to take leave, without loss of pay, for up to five (5) additional days per school year to care for a family member (spouse or child) with a medical illness.

9. BEREAVEMENT LEAVE

The Superintendent shall be granted five (5) bereavement days of absence, per incident, for the death of a spouse, child, grandparent, brother, sister and any relative residing in the same household. He shall be granted five (5) bereavement days per incident for the death of a son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, and sister-in-law.

10. HEALTH INSURANCE

- A. The Board shall provide, as part of the Superintendent's compensation, full family health, dental and prescription benefits which are the same as those provided to the other certificated staff. The Superintendent shall be responsible for all co-pays and deductibles. The Superintendent shall contribute towards these benefits in accordance with applicable law.
- B. Said contribution will be automatically deducted from the Superintendent's salary payments in equal installments, corresponding with the payment schedule for other certified District personnel.
- C. 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 Board will pay the Superintendent 50% of the premium saved.

11. MILEAGE

The Board shall reimburse the Superintendent for business related mileage in accordance with the NJOMB Circular and board policy.

12. COMPUTER & CELLULAR TELEPHONE

The Board shall provide the Superintendent with a laptop and cellphone for business related purposes. They shall be the property of the Board. The Board shall be responsible for all internet/data service charges, insurance, maintenance, and software updates associated with these devices. These devices shall be replaced and upgraded as necessary. Incidental personal use of the devices shall be permitted. If the Superintendent elects to utilize his own personal cell phone instead of the Board-provided device, he shall receive one hundred dollars (\$100.00) per month of cell-phone service reimbursement.

13. PROFESSIONAL MEMBERSHIPS & PUBLICATIONS

The Superintendent shall be entitled to membership, at the Board's expense, for professional dues in the following professional associations: AASA, NJASA, the Middlesex County Superintendents' Roundtable Association, AASA Superintendent's Academy and such other organizations upon which the Board and the Superintendent mutually agree. The Superintendent may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.

14. PROFESSIONAL CONFERENCES

The Board encourages the continuing professional growth of the Superintendent through his participation, as he might decide in light of his responsibilities as the Superintendent, in the following:

- (a) the operations, programs, and other activities conducted or sponsored by local, state and national school administrators and school board associations;
- (b) seminars and courses offered by public or private educational institutions;
- (c) informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the Board;
- (d) visits to other institutions; and,
- (e) other activities promoting the professional growth of the Superintendent.

In its encouragement, the Board shall permit a reasonable amount of release time for the Superintendent, as he deems appropriate, to attend such matters and shall pay all necessary travel, registration and sustenance expenses. At a minimum, the Superintendent shall be permitted to attend, at his option, three state conferences annually, and one national conference annually. The Superintendent shall also be permitted to attend and participate in in the Academy/NJ Leadership Institute at Board expense. All such reasonable conference costs such as sustenance, lodging, and registration fees, shall be reimbursed subject to the provisions of N.J.S.A. 18A:11-12 and the OMB circulars and regulations. Said reimbursement under this Article 14 shall be capped at \$9,500.00 per year. Reimbursement shall occur only upon presentation of a duly executed voucher with supporting documentation.

15. MEDICAL EXAM

The Superintendent shall undergo a medical exam at Board expense prior to commencing his duties as Superintendent pursuant N.J.S.A. 18A:16-2 and N.J.A.C. 6A:32-6.3. The examining physician shall certify to the Superintendent's medical fitness to perform the duties of Superintendent of Schools.

16. INDEMNIFICATION

The Board shall defend, hold harmless and indemnify the Superintendent in accordance with the applicable State Law.

17. DISTRICT GOALS AND OBJECTIVES

Within sixty (60) days of the commencement of employment, or on a mutually acceptable date, 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. On or prior to July 1st of each succeeding school year, or a

mutually acceptable date, the parties will meet to establish the district's goals and objectives for the next succeeding school year, in the same manner and with the same effects heretofore described.

18. EVALUATION

The Board shall evaluate the performance of the Superintendent at least once per year, on or before June 30. It shall be the Board's responsibility to ensure completion of the annual evaluation of the Superintendent. The Superintendent's annual evaluation shall be in writing, shall include areas of commendation and recommendation, and shall provide direction as to any aspects of performance in need of improvement. Before final Board action, a copy shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The annual evaluation shall be based upon the goals and objectives of the district, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent, 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 evaluation in question. On or before the first day of each school year, or on an alternate mutually acceptable date, 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.

19. PERSONNEL RECORDS & REPRESENTATION

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. 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.

The Board shall not hold any discussions regarding the Superintendent's employment, unless the Superintendent 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 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.

20. TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated by:

- (a) mutual agreement of the parties; or
- (b) unilateral termination by the Superintendent upon ninety (90) days written notice to the Board; or
- (c) notification in writing by the Board to the Superintendent on or before February 28, 2026 of the Board's intent not to renew this Contract; or
- (d) in the event that the Superintendent's certificate is revoked or suspended, this Contract shall automatically terminate and become null and void as of the date of the revocation or loss of certification; or
- (e) Tenure dismissal for unbecoming conduct, incapacity, inefficiency or other just cause in accordance with N.J.S.A. 18A:6-10 et seq.

The Superintendent shall notify the Board, in writing, of its obligations set forth in paragraph (c) on or before January 31, 2026.

21. COMPLETE AGREEMENT

This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties. Any modifications to this Contract must have prior approval of the Executive County Superintendent and will be subject to the notice and public hearing requirements of N.J.S.A. 18A:11-11.

22. CONFLICTS

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 federal or State law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

23. SAVINGS CLAUSE

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

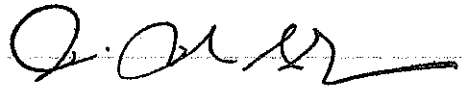
IN WITNESS WHEREOF, they set their hands and seals to this contract effective on the day and year first above written.

DUNELLEN BOARD OF EDUCATION



Daniel J. Ross, Superintendent

By: _____

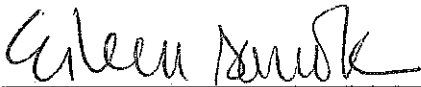


Isaias Noel Gendrano, III, Board President

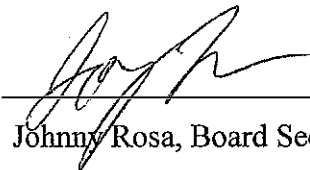
DATED: _____

DATED: _____

WITNESS:



By: _____



Johnny Rosa, Board Secretary

DATED: _____

DATED: _____