

EMPLOYMENT CONTRACT

This **CONTRACT** is entered into this 18^h day of June 2020 between the Franklin Township Public Schools Board of Education, (hereinafter "the Board") and Dr. John Ravally (hereinafter the "Superintendent").

WHEREAS, the Board and Superintendent have agreed to enter into an employment relationship; and

WHEREAS, the parties are desirous of memorializing the terms of their agreement into a written employment contract; and

WHEREAS, Superintendent is the holder of an appropriate certificate for Superintendent as prescribed by the State Board of Education and as required by N.J.S.A. 18A:17-17;

NOW THEREFORE, the Board and Superintendent agree as follows:

A. Employment; Compensation; Term

1. The Board agrees to employ Superintendent as Superintendent of Schools for the Franklin Township Public Schools Board of Education for a term commencing July 1, 2020, and ending June 30, 2025.

The form and legality of this Employment Contract ("Contract") has been reviewed and approved by the Executive County Superintendent on April 3, 2020 and this Contract has been approved by the Board at its meeting on June 18, 2020, and will be made a part of the minutes of that meeting.

2. The parties agree that the Superintendent's annual base salary shall be \$230,573.00 for the 2020-2021 school year, and the Superintendent's salary will increase by 2% for each subsequent year of the contract \$235,184, \$239,888, \$244,686 and \$249,580 respectively for 2021-2022, 2022-2023, 2023-2024 and 2024-2025. The annual salary rate shall

be paid to the Superintendent in accordance with the schedule of salary payments in effect for other twelve-month employees of the Board.

3. At Superintendent's sole option, a portion of his salary may be allocated, via salary reduction, to his purchase of a tax-deferred annuity or other available qualifying investment vehicle, and the Board agrees to transfer such funds on his behalf, as authorized by N.J.S.A. 18A:66-127 and 128 and applicable tax laws, including Sections 403(b) of the Internal Revenue Code. The amount of such reduction in salary shall be determined by the Superintendent, subject to applicable federal statutes and regulations.

B. Duties

1. The Superintendent agrees to:

a. Faithfully perform the duties of Superintendent of Schools of the Franklin Township Public Schools Board of Education ("District" or "School District"), as set forth in the Job Description, all in accordance with the policies and directives of the Board, rules and regulations adopted by the State Board of Education, and applicable Federal and State laws and regulations.

b. Devote his full time, skills, labor and attention to his employment during the term of this Contract.

2. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibilities of the Superintendent. 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. He shall have the right to contact the Board attorney for legal advice and assistance in connection with his official duties as Superintendent of Schools and administrative agent of the Board.

3. The Superintendent shall have the right to legal assistance in carrying out the Superintendent's duties through the use of the Board's attorney. In the absence of the Superintendent, the Superintendent's designee as outlined by the district organization chart shall have the authority to make recommendations to the Board.

C. Certification

The parties agree that this Contract is valid if and only if the Superintendent continues to hold a valid certificate issued by the New Jersey State Department of Education for the position of Superintendent. If, at any time during the term of this Contract, the Superintendent's certification(s) is revoked, this Contract shall be null and void as of the date of the revocation. The Superintendent further agrees to comply with all other legal requirements respecting the employment of a Superintendent.

D. Sick Leave, Vacation, Holidays and Personal Days

1. Sick Leave. The Superintendent shall be granted sick leave as follows:

The Superintendent shall receive twelve (12) sick days annually. The unused portion of sick days at the end of any year shall be cumulative in accordance with the provisions of Title 18A. Upon retirement from the District under a State-administered retirement system, the Superintendent shall be compensated at his then-current per diem rate of pay (determined by dividing his current salary by 260) for any unused accumulated sick leave, subject to a maximum payout of \$15,000.00. Any such payment shall be made within sixty (60) days of the Superintendent's last day of employment.

In the event this Contract is renewed, any accumulated unused sick days shall be carried over to the next contract term, provided that not more than fifteen (15) new days may be carried over from any one year to the next.

In the event of the Superintendent's separation from the District except for retirement, any accumulated unused sick days shall be forfeited.

2. Vacation. The Superintendent shall be entitled to vacation time of Twenty-Two (22) working days per full fiscal year (July 1 to June 30), and pro rata for any portion of a fiscal year. After Ten (10) years of service in the District the Superintendent shall receive an additional vacation day. A maximum of Ten (10) days of unused, earned vacation leave may be accumulated and carried forward into the next fiscal year, but shall be forfeited if not utilized before the expiration of one year following the year in which it was earned. Upon the expiration or termination of this Contract, or upon his resignation from the District in good standing, after having served six (6) years in the District, the Board shall pay the Superintendent his then-current per diem rate of pay (determined by dividing his current salary by 260) for each day of then unused accumulated annual vacation leave up to a maximum of Fifteen Thousand Dollars (\$15,000.00). Any such payment shall be made by the Board within sixty (60) days of the Superintendent's last day of employment. In the event of his death prior to separation, such payment, if allowable under this paragraph, shall be paid to the Superintendent's estate.

a. The Superintendent agrees to schedule his vacation days so as to minimize interference with his primary responsibilities to directly administer the School District.

3. Holidays. The Superintendent shall be entitled to no more than fourteen (14) school holidays as provided in the approved School Calendar. The paid time off for holidays shall not be charged against the Superintendent's vacation allotment.

4. Personal Leave. The Superintendent shall be entitled to three (3) paid days per year for personal business use. Any unused personal leave days shall be rolled over into his sick leave.

5. Bereavement Leave. The Superintendent shall be entitled to paid days of bereavement leave per incident, as set forth below. Bereavement leave days may not be accumulated.

a. Up to five (5) consecutive weekdays with pay, one of which shall be the day of death or the day of a funeral for a death in the immediate family. Immediate family in this case shall mean spouse, domestic partner, child, mother, father, brother, sister, son, daughter, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, or a relative who lives within the household of the Superintendent.

b. One (1) days leave with pay, which shall be within three (3) days of the date of the death or the day of the funeral for non-immediate family member. Non-immediate family in this case shall mean niece, nephew, grandparents of spouse, first cousin, brother-in-law, sister-in-law, aunt, uncle.

6. Records of Leave Days. The Superintendent shall promptly file time-off slips with the Board Secretary for all sick leave, vacation, personal leave or bereavement leave days or time taken, in accordance with the same procedures that apply to all other administrative staff. Such records shall remain in the custody of the Board Secretary and personnel file.

E. Insurance; Indemnification

The Board shall provide the Superintendent with the following insurance and indemnification benefits:

1. Health, dental, and prescription insurance as follows: Medical Insurance through the current insurance provider up to the Aetna Open Access plan; Prescription coverage; and up to the full family PPO Dental Insurance.

The Superintendent shall pay the appropriate contribution, pre-taxed under a 125 plan, to offset the costs of health benefits, as per the New Jersey law, PL 2011 Chapters 78 and 52, in effect at the time of the approval and execution of this contract.

The Board will pay 100% of the cost of Medical premiums, less contributions described above, for coverage (including family coverage) for all plans. If the Superintendent selects other available plans he will pay the additional premium difference between the base plan and the selected plan through payroll deduction, which payment shall be in addition to any contribution required by law.

The Superintendent may waive coverage in any of the health benefits plans if the Superintendent is covered through the health plan of the Superintendent's spouse or domestic partner as domestic partner is defined by the New Jersey Statute, but only in accordance with procedures established by the Board. The maximum amount of any payment for the waiver of employer provided health benefits coverage is 25% of the premiums or \$5,000, whichever is less.

2. Workers' Compensation - in accordance with statute;

3. Indemnification against civil actions in accordance with N.J.S.A. 18A:16-6; and reimbursement for legal expenses as required by N.J.S.A. 18A:16-6.1.

4. The Board shall provide a payment of Two Hundred Fifty Dollars (\$250.00) per month towards the Superintendent's Disability Insurance Premium upon presentation of proof of insurance and premium amount.

F. District Owned Equipment; Professional Growth; Superintendent Expenses; Professional Memberships and Associations

1. The Board shall provide the Superintendent with a laptop computer and mobile device for his use while working at home or at the office, if requested. The Board shall be responsible for maintaining and servicing the computer and mobile device. The Superintendent shall be permitted to utilize these devices for reasonable personal use.

2. Professional Time. The parties recognize that the opportunity for professional growth is mutually beneficial to the School District and the Superintendent. The parties therefore agree that the Superintendent may spend certain working days per year as an attendee, speaker or participant at professional meetings, institutes, conventions or courses, or as a consultant, lecturer or author. Provided that he does not receive separate compensation, time spent on such activities shall be deemed "professional time" and shall be subject to the following:

a. Professional time shall not be taken to the extent it interferes with the Superintendent's primary duties and responsibilities to the School District.

b. In the event the Superintendent receives compensation (other than expense reimbursement) from other parties for any such activities, any time spent thereon shall be considered independent contracting, not professional working time for the School District, and for which he shall be required to utilize vacation days.

c. In the event the Superintendent chooses to teach a college or graduate level course, it is understood that course will take place in the evenings and/or weekends and will not interfere with the Superintendent's primary responsibilities to the School

District. Should any such activities occurring during the normal school hours, the Superintendent shall be required to utilize vacation days.

d. Prior approval by the Board is required for all professional time.

3. Tuition Reimbursement.

The Superintendent shall be eligible for tuition reimbursement for up to 12 graduate credits per school year at the Rutgers University graduate rate. Proof of successful completion of the course, a grade of either a "B" or higher or "pass" in a pass/fail system, shall be submitted to the personnel office before payment can be made. The tuition reimbursement shall be made in accordance with applicable law. Tuition assistance or reimbursement for coursework or additional compensation for graduate school coursework must culminate in a graduate degree conferred by a duly accredited institution of higher education.

4 Expenses for Professional Development, Travel and Other Business Expenses.

The District will reimburse the Superintendent for reasonable professional development and other business expenses in accordance with the following:

a. Travel expenses for such activities, including but not limited to costs of transportation, meals, lodging and registration or conference fees, must be approved in advance by the Board of Education; and

b. No reimbursement shall be provided unless authorized and processed in full accordance with the State statutes, rules and regulations of the Commissioner of Education, any applicable OMB Circulars and any applicable Board policies. It shall be the Superintendent's responsibility to obtain approval in

advance, whenever same is required by statute, regulation, State directive or Board policy. It shall further be the Superintendent's responsibility to review and certify, prior to submitting any request for reimbursement, that such reimbursement is fully authorized and in accord with all applicable statutes, rules and regulations of the Commissioner, OMB Circulars and applicable Board policies. Reimbursement for mileage will be set at \$150 per month.

5 Membership in Professional Organizations. The Board agrees to pay for the Superintendent's membership dues in the following organizations: New Jersey Association of School Administrators ("NJASA"), American Association of School Administrators, the County Roundtable and other professional/civic organizations recommended by the Superintendent and deemed appropriate by the Board.

G. Professional Liability

The Board shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent individually or in the Superintendent's official capacity as an agent or employee of the Board, provided the matter giving rise to such claim arose while the Superintendent was acting within the scope of the his employment under this Contract; and is within the liability insurance coverage and the authority of the Board to provide pursuant to title 18A.

H. Renewal - Non-Renewal

The Board shall notify the Superintendent in writing, on or before June 30, 2024 if it intends to non-renew the Superintendent's employment. Any action by the Board to non-renew

the Superintendent's employment shall be by an affirmative vote of the majority of the Board. Renewal of this contract must comply with N.J.S.A. 18A:11-11.

I. Termination of Employment Contract; Resignation

1. This Contract shall terminate and the Superintendent's employment will cease and neither salary nor health benefits shall be thereafter provided, if any one of the following occurs:

- a. failure of the Superintendent to possess or obtain proper certification;
- b. revocation or suspension of the Superintendent's certification, 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;
- c. The Superintendent is convicted of any crime or offense which would subject him to forfeiture his employment with the Board under N.J.S.A. 2C:51-2; or,
- d. mutual agreement of the parties.

2. 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 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.

3. 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 as they exist as of the effective date of this Contract

4. The Superintendent may terminate this Contract upon at least one hundred

and twenty (120) calendar days written notice to the Board, and filed with the Board Secretary, of his intention to resign. The Board, in its sole discretion, may approve a resignation on shorter notice.

5. Except as otherwise provided in this Contract, the Superintendent shall not be dismissed or reduced in compensation during the term of this Contract; provided, however, that the Board shall have the authority to relieve the Superintendent of the performance of his duties in accordance with N.J.S.A. 18A:27-9. In the event that the Board relieves the Superintendent of his duties prior to the termination of this Contract, the Board will pay him a Severance Amount of no more than that permitted by N.J.S.A. 6A:23A-3.1 and other applicable law.

J. Performance Evaluation

1. Prior to June 30 of each subsequent school year, the parties shall meet and the Board, in consultation with the Superintendent, shall review his performance. The Board's evaluation of the Superintendent's performance shall be conducted in accordance with all applicable statutes, regulations and Board policies relating to Superintendent's evaluation.

2. Each evaluation shall be in writing, a copy shall be provided to the Superintendent and the Superintendent and the Board shall meet to discuss the findings.

3. The Board's evaluations of the Superintendent shall also be based upon the goals and objectives of the School District, the responsibilities of the Superintendent and such other criteria as the State Board of Education shall by regulation prescribe.

4. 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. 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. On or before June 1st of each year of this Contract of Employment, 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.

K. Severability

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

L. Notices

Any notice required by this Contract shall be effective if personally hand delivered to the other party (or, in the case of the Board, to the President of the Board) or if mailed by certified mail return receipt requested to the other party at such address for which due notice has been given.

M. Entire Agreement

This document contains the entire agreement of the parties and may not be altered, amended, modified or revoked except by an instrument in writing approved and executed by

both parties.

N. Conflicts

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

O. Miscellaneous

The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act, codified at *N.J.S.A. 47A:101, et seq.*, the Right to Know Law codified at *N.J.S.A. 47:1A-1, et seq.*, Executive Order No. 11 (November 15, 1974), Executive Order No. 21 (July 8, 2002), Executive Order No. 26 (August 13, 2002), and case law interpreting them. All information related to the Superintendent's performance, evaluation or any discipline which the public is not otherwise entitled to access under law is deemed confidential and shall not be released to the public absent a written release by the Superintendent, or by a lawful order of a court of competent jurisdiction, or pursuant to a rule of a court of competent jurisdiction.

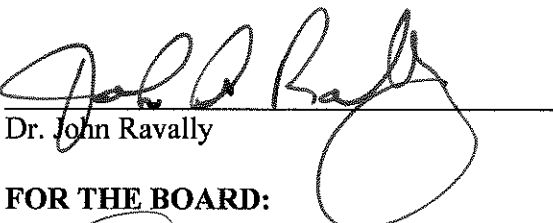
The Superintendent shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. He shall be entitled to have a representative accompany him during such review.

No material derogatory to the Superintendent's conduct, service, character or personality shall be placed in his personnel file unless he has been provided with a copy of the same. 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused these presents to be signed by their duly authorized officers on the day and year set forth below.

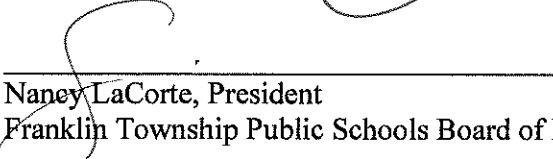
SUPERINTENDENT:



Dr. John Ravally

6/18/2020
Date

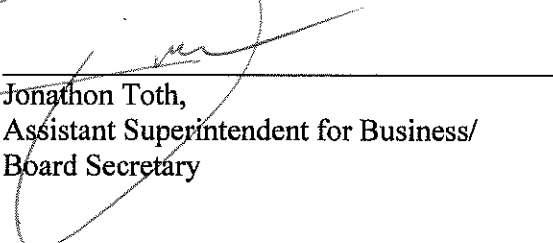
FOR THE BOARD:



Nancy LaCorte, President
Franklin Township Public Schools Board of Education

6-18-2020
Date

ATTEST:



Jonathon Toth,
Assistant Superintendent for Business/
Board Secretary

6-18-2020
Date