SEPARATION OF EMPLOYMENT AGREEMENT

This Agreement is made this 26th day of July, 2018 by and between Thomas Tramaglini (hereinafter "Tramaglini"), who resides at 130 Dumbarton Hill Court, Matawan, New Jersey 07747, and the Kenilworth Board of Education (hereinafter the "Board"), with its principal offices located at 426 Boulevard, Kenilworth, New Jersey 07033 (hereinafter collectively the "Parties" and each individually a "Party").

WITNESSETH:

WHEREAS, Tramaglini is currently employed by the Board as the Superintendent of Schools pursuant to an Employment Contract dated January 11, 2016 which expires on July 1, 2020; and,

WHEREAS, both the Board and Tramaglini desire to enter into a Separation of Employment Agreement ("Separation Agreement") in order to avoid litigation stipulating the terms of Tramaglini's separation from all employment with the Board, together with the exchange of General Releases of any and all claims which the Parties may have against the other arising from Tramaglini's employment; and

WHEREAS, the Board and Tramaglini believe it is in the Parties' best interests that the Parties terminate their employment relationship;

NOW, THEREFORE, in consideration of the mutual promises of the Parties and in exchange for the consideration more particularly noted below, it is hereby agreed that:

1. COMMISSIONER OF EDUCATION APPROVAL: Pursuant to N.J.S.A. 18A:17-20.2a and N.J.A.C. 6A:23A-3.2, this Separation Agreement will be submitted to the Commissioner of Education for review, and the Separation Agreement is contingent upon the Commissioner's approval.

2. RESIGNATION DATE: Tramaglini hereby submits to the Board, contemporaneous with the execution of this Separation Agreement, an irrevocable letter of resignation in the form attached hereto as **Exhibit "A."** Tramaglini's resignation shall have an effective date of

midnight September 30, 2018. The Board shall accept Tramaglini's letter of resignation simultaneously with the Board's approval of this Separation Agreement. In the event that either the Board or the Commissioner of Education does not approve this Separation Agreement, the Board shall return the signed letter of resignation to Tramaglini and all terms of this Separation Agreement shall be null and void, and any action taken by the Board with respect to the letter of resignation shall be null and void. Tramaglini acknowledges that he voluntarily resigns his employment with the Board effective September 30, 2018.

3. All terms and conditions of the Employment Contract between the Board and Tramaglini dated January 11, 2016, shall remain in full force and effect until the date of his resignation unless specifically modified herein. A true copy of the Employment Contract is attached hereto and made a part hereof as **Exhibit "B."**

4. From the date of execution of this Separation Agreement by Tramaglini and the Board President, Tramaglini will remain on a paid leave of absence for personal reasons through September 30, 2018 or until an earlier date in the event he secures full-time comparable TPAF employment prior to September 30, 2018 (hereinafter "effective date of resignation"). During such time, he shall not report to work, perform any of the duties of, nor have any of the responsibilities of the position of Superintendent of Schools for the Kenilworth School District. However, he shall make himself available to perform any tasks related to his employment that shall be requested by the Board or Acting Superintendent.

5. This Separation Agreement is expressly contingent upon the Board's receipt of a signed letter of resignation from Tramaglini, contemporaneously with the execution of this Separation Agreement by Tramaglini, as set forth in Exhibit "A." This Separation Agreement and the letter of resignation is further contingent upon the Board's proper approval and execution of this Separation Agreement, as well as the approval of this Separation Agreement as provided by law. The Resignation shall also be expressly conditioned upon the Board's compliance with this Separation Agreement. The resignation is otherwise irrevocable. The Board waives all statutory or contractual claims for notification of Tramaglini's resignation under his current Employment Contract.

6. The Parties, including board members, agents and assigns and central office administrators, agree that they will not directly or indirectly disparage the name, reputation, services or competency of one another. The Board shall direct all inquiries regarding Tramaglini's employment, and shall instruct central staff to do so as well, to the Business Administrator, who shall be limited to responding with the statement provided in Exhibit C. The parties also agree that, to the maximum extent permitted by law and regulation, they will not make statements for publication or public dissemination accusing one another or any current or former Board member, officer, director, member, employee or agent of the Board, of wrongful, improper, unlawful or unfair actions or conduct. Rather, the parties have agreed on the attached statement by the Board. (Exhibit "C"). In addition, the Board shall not discuss any issues relating to Tramaglini's employment with the Board in the absence of a properly scheduled and noticed Board meeting, and properly noticed executive session available to all Board members eligible to participate.

7. The parties acknowledge and agree that entering into this Separation Agreement does not constitute any admission of guilt or wrongdoing of any kind. This Separation Agreement does not constitute a waiver of any kind with respect to any party not specifically released herein.

8. Consistent with his contract and State law, upon separation from service, the Board shall pay Tramaglini for all unused accumulated vacation days that are permitted pursuant to *N.J.A.C.* 6A:23A-3.2 and (g)(1). As of the date of this Separation Agreement, Tramaglini has 42 accrued and unused vacation days for which he shall be paid in a lump sum on or before September 30, 2018, at the full per diem (1/ 260) rate based on his current salary, which equals twenty-three thousand eight hundred twenty-seven dollars and two cents ($23,827.02).

9. Subject to and upon approval of this Separation Agreement by the Commissioner of Education, upon the date of separation from service, the Board shall pay Tramaglini the sum of twenty-four thousand, five hundred and eighty-four dollars ($24,584.00) which represents two months' salary, which is less than the maximum amount allowed for an early termination under *N.J.A.C.* 6A:23A-3.2(g). This sum shall be paid in a lump sum on or before September 30, 2018.

10. The Board and Tramaglini agree to cooperate in the drafting of any and all resolutions necessary to effectuate the continuation of Tramaglini's medical/personal leave between now and the effective date of resignation.

11. Up until the effective date of resignation, the terms and conditions of Tramaglini's Employment contract dated January 11, 2016, except as specifically set forth herein, shall continue to remain in effect. Tramaglini shall continue to be paid his full salary and benefits, including reimbursement for membership in the NJASA. Such salary shall be paid to Tramaglini in the normal course of business, net of normal payroll deductions, such as for State and Federal income taxes and pension contribution. The Board will continue to provide Tramaglini the medical insurance coverage(s) including dental, prescription and optical and disability that are presently being provided under Article 5 C and elsewhere under his Contract of Employment with the Board up until the effective date of resignation.

12. Nothing contained within this Separation Agreement shall alter Tramaglini's rights to continuation of health insurance through Federal law, i.e. the Consolidated Omnibus Budget Reconciliation Act of 1986 ("COBRA") and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), upon the effective date of resignation.

13. The Board, its members, agents, servants and employees agree that no further action will be taken concerning Tramaglini's employment or separation thereof including any referrals for further adverse action by any State or Federal agency. except as required by law or by statute, including *N.J.A.C.* 6A:23A-3.2.

14. As part of this Separation Agreement, upon the effective date of resignation and upon the board's fulfillment of its obligation under this Separation Agreement, the Board's obligations under his Employment Contract will be fulfilled.. Except as set forth in this Separation Agreement, it is understood and agreed that Tramaglini shall not receive any other compensation or benefits or emoluments of employment except as provided in this Separation Agreement.

15. Upon the fulfillment by the Board of all of the terms and conditions of this agreement, Tramaglini, on behalf of himself and his heirs, forever releases the Board, and its past and

present Board, officers, directors, employees, agents, successors and assigns, from all actions, suits, claims and demands in law or equity, that he ever had, now has, or hereafter may have, resulting from anything which has happened up until now, including but not limited to, any matter, cause or claims relating in any way to his employment relationship or the cessation of his employment relationship with the Board, including, but not limited to, any claims arising under the New Jersey Conscientious Employee Protection Act, New Jersey Law Against Discrimination, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Civil Rights Act of 1991, the federal Age Discrimination in Employment Act of 1967 ("ADEA"), the Older Workers' Benefits Protection Act ("OWBPA"), the federal Equal Pay Act, the New Jersey Wage Payment Law, the United States Constitution, the New Jersey State Constitution, the federal Americans With Disabilities Act, the Family and Medical Leave Act, New Jersey Family Leave Act, the Equal Pay Law, the Equal Rights Act, any other federal, state or local law or ordinances, and/or any common law claims under tort, contract or any other theories now or hereafter recognized. The release recited in this paragraph shall include any and all claims which Tramaglini may have at the time of the execution of this Separation Agreement and General Release for any type of damages cognizable under any of the laws referenced herein, including, but not limited to, any and all claims for compensatory damages, punitive damages, and/or attorneys' fees. Specifically excluded from this general release are Tramaglini's right, upon cessation of employment with the Board to obtain continued medical coverage at his own expense as authorized by the Consolidated Omnibus Reconciliation Act of 1986 (COBRA), unless specifically modified herein; any rights he may have arising under the Teacher's Pension and Annuity Fund (TPAF) and related statutes and regulations; any rights he may have for indemnification by the Board pursuant to N.J.S.A. 18A:16-6 and 6.1; and any rights he may have under the New Jersey Workers' Compensation Law, N.J.S.A. 34:15-1, et seq.

This general release does not preclude Tramaglini from suing for enforcement of this Separation Agreement. In addition, the Board, its officers or employees will not oppose Tramaglini's collection of Unemployment Benefits.

16. Tramaglini acknowledges and affirms that during his employment with the Board, he has not made any additional verbal or written requests for any time off or leave, medical or family related, for which he could have been eligible under any state or federal family leave act,

including but not limited to the Family and Medical Leave Act or which could have reasonably put the Board on notice of such eligibility. Tramaglini affirmatively states that, at no point during his employment, did the Board or any of its agents, employees, members or officers interfere or attempt to interfere with his requesting a medical or family-related leave of absence. He further acknowledges that he has been paid all wages due and owing him by the Board, up until the execution of this Agreement which calls for the payment of additional wages. Finally, he acknowledges and affirms that he has no known workplace injuries or occupational diseases nor has the Board nor any of its employees, members, agents or officers interfered or attempted to interfere with his request for Worker's Compensation benefits/leave.

17. In further consideration of Tramaglini's release of the Board, and the other good, valuable and sufficient consideration recited herein, the Board releases and forever gives up any and all claims known and unknown and rights including and future claims, suits, actions at law or in equity of any kind, in any forum that it may have against him including charges, disciplinary or other, as well as any charges filed with the Board Secretary prior to the date of the execution of this Separation Agreement, and any other disciplinary charges that may have arisen in the past against Tramaglini. This release applies to claims resulting from anything which has happened up to now arising from or related to Tramaglini's employment with the Board. Subject to the fulfillment of the terms of this Separation Agreement, the Board will take no further action with respect to Tramaglini's separation from employment. This release shall include any and all claims which the Board may have for any type of damages cognizable under any laws referenced herein, including but not limited to any and all claims for compensatory damages, punitive damages and / or attorneys fees.

18. The Parties agree to keep the fact and terms of this Separation Agreement in confidence to the extent permitted by law. Tramaglini agrees not to disclose this document, its contents, or subject matter to any person other than his family, attorneys, accountant, income tax preparer, and union representatives, except that he or his representative may respond to third-party inquiries as set forth herein. The Board also agrees not to disclose this to any person other than the non-conflicted Board members and the Board attorney. Furthermore, to the extent Tramaglini is permitted to disclose and does disclose such information, he will require that the person receiving such information maintain its confidentiality. Tramaglini's response to any

inquiries made by other third parties, concerning the status of his employment and this Separation Agreement only, will be limited to his stating that he voluntarily resigned and will no longer be employed by the District as of the effective date of resignation; he may also convey the contents of Exhibit C. This Separation Agreement does not constitute an admission or acknowledgement of guilt or wrongdoing of any kind. This provision shall not prohibit the Board from disclosing such information at its regular meeting, but solely to the extent required by law.

19. Upon execution of this Separation Agreement, Tramaglini shall return to the Board all of its property in his possession including, but not limited to, all computers, laptops, phones, keys or access cards, accessories, books, records, documents, data, and other materials and equipment owned by the Board. Tramaglini shall immediately turn these items over to the Vincent Gonnella, the Business Administrator/Board Secretary, at a time mutually convenient to both. Mr. Gonnella shall maintain possession of all such items until the effective date of resignation. All information or data of any type, Tramaglini created in his capacity as Superintendent of Schools for Kenilworth whether created, sent or received by Tramaglini on any computer, email system or other electronic medium to which he has been provided access by the Board is the property of the Board. Tramaglini may retain copies of all his work product. Tramaglini shall have no ownership (excluding his own work product) or other rights or any expectation of privacy with respect to any such material or content. The Board and Tramaglini agree that Tramaglini shall be provided a mutually convenient opportunity to obtain whatever personal belongings of his remain within the school district prior to the effective date of resignation.

20. Nothing in this Separation Agreement or the Release set forth above shall preclude either Party from bringing an action to enforce performance of any term of this Separation Agreement should there be a default in performance.

21. The Parties have participated fully in the review of this Separation Agreement and acknowledge that each has had the opportunity to consult with an attorney or a representative of their own choosing prior to signing this Separation Agreement. Each Party signs this Separation Agreement freely and voluntarily and without coercion or duress. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not

apply in interpreting this Separation Agreement. The language in this Separation Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party. The Parties further acknowledge that they fully understand the duties and obligations enumerated herein and have been informed of their legal rights and obligations.

22. Tramaglini agrees that he has been given a reasonable period of time of at least twenty one (21) calendar days within which to review and consider this Separation Agreement prior to executing this Separation Agreement, but Tramaglini may waive this twenty one (21) calendar day period by signing and returning this Separation Agreement to counsel for the Board.

23. Tramaglini may revoke this Separation Agreement within seven (7) calendar days after the date this Separation Agreement is signed by Tramaglini. This revocation must take the form of written notice by Tramaglini that Tramaglini intends to revoke this Separation Agreement. This revocation must be provided directly to the Board through the Board's legal counsel, Vito A. Gagliardi, Esq., Porzio, Bromberg, & Newman, P.C. at 100 Southgate Parkway, Morristown, NJ 07962. This seven (7) calendar day revocation period may not be waived by Tramaglini.

24. This Separation Agreement shall be subject to the laws of the State of New Jersey and shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey as it applies to agreements made and performed in New Jersey.. This Separation Agreement and the payments identified hereunder are subject to approval by the Commissioner of Education.

25. The undersigned representative of the Board hereby acknowledges that she has been duly authorized by the Board to sign this Agreement and bind the Board to its terms. Upon ratification of this Separation Agreement, the Board authorizes its President and Secretary to execute the same on its behalf.

26. All terms of this Separation Agreement are deemed material. This Separation Agreement constitutes the sole and entire Agreement between Tramaglini and the Board and fully supersedes any and all prior agreements and understandings between Tramaglini and the Board. The Parties represent and acknowledge that they have not relied upon any representation or statement by the other, or their counsel or representatives, with regard to the

subject matter of this Separation Agreement, which is not set forth in this Separation Agreement. This Separation Agreement may not be altered, supplemented, amended, modified or revoked except by an instrument executed in writing by the Parties.

27. This Separation Agreement incorporates and settles all claims and disputes which may exist between Tramaglini and the Board arising from his employment or otherwise. Further, this Separation Agreement incorporates the complete financial obligation of the Board with regard to its employment relationship with Tramaglini and Tramaglini's separation from employment. No other inducements and/or promises were made by either Party to the other as to the Separation Agreement. Furthermore, Tramaglini, by his signature below, acknowledges that he understands all of the terms and conditions of this Separation Agreement; that he consulted with an attorney of his choice and that he is of sound mind and intellect to execute this Separation Agreement.

28. Whenever possible, each provision of this Separation Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any of its provisions shall be held invalid, illegal or unenforceable, this Agreement shall be construed as if not containing those provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

29. No waiver by either Party of any term or condition of this Separation Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement. Neither Party may waive any of its rights or any obligations of the other Party or any provision of this Separation Agreement except by an instrument in writing signed by that Party.

30. This Separation Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. It is not necessary that all Parties sign all or any one of the counterparts, but each Party must sign at least one counterpart for the Agreement to be effective. This Separation Agreement also may be executed via facsimile or electronic signature, either of which shall be deemed an original.

31. The terms of this Separation Agreement are contingent on approval by the Board of Education by recorded role call at a public meeting as required by law.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date and year aforesaid.

Thomas Tramaglini

Dated: 7/24/2018

Witness
7/24/18

KENILWORTH BOARD OF EDUCATION

By: Board President, Nancy Zimmerman

Dated: 7/26/18

Witness

IN WITNESS WHEREOF, upon ratification by the Board on or after the effective date of resignation by way of public vote at a duly noticed meeting of the Board of Education, the Board President and Secretary have hereunto set their hands and seals the date and year aforesaid.

Board President, Nancy Zimmerman

Dated: 7/26/18

Board Secretary, Vincent Gonnella

3988799

EXHIBIT A

THOMAS TRAMAGLINI

July 26th, 2018

Nancy Zimmerman, President
Kenilworth Board of Education
426 Boulevard
Kenilworth, NJ 07033

Re: Letter of Resignation

Dear Ms. Zimmerman:

I hereby submit my irrevocable resignation from the position of Superintendent of Schools with the Kenilworth Board of Education, effective the close of business on September 30, 2018. This resignation is expressly conditioned upon the Board's compliance and valid approval with the terms of the parties' Separation Agreement and the General Releases dated July 26th, 2018 contained therein and its approval by the Commissioner of Education and, is of no force and effect, even if accepted, unless said Separation Agreement and the General Releases contained therein which I have executed are fully performed by the Board.

Very truly yours,

Thomas Tramaglini

Exhibit B

<u>SUPERINTENDENT</u>
<u>EMPLOYMENT CONTRACT</u>

between

THOMAS TRAMAGLINI

and

KENILWORTH BOARD OF EDUCATION
KENILWORTH, NEW JERSEY

THIS EMPLOYMENT CONTRACT is made and entered into this 11 day of January, 2016 by and between the Kenilworth Board of Education, with offices located at Harding School, 426 Boulevard, Kenilworth, New Jersey 07033-1529 (hereinafter referred to as the "Board"), and **THOMAS TRAMAGLINI**, Ed.D. (hereinafter referred to as "the Superintendent").

WHEREAS, the Board desires to provide the 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 the 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 administrative functions in the operation of the educational program of the schools;

NOW, THEREFORE, the Board and the Superintendent, for consideration herein specified, agree as follows:

1. **TERM**

The Board hereby employs, and the Superintendent hereby accepts employment as Superintendent of the Kenilworth Public Schools for a term beginning on **February 16, 2016** and ending at 12:01 A.M. on **July 1, 2020**.

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF THE SUPERINTENDENT

A. Certification: The Superintendent shall hold a valid and appropriate certificate to act as a Superintendent of Schools in the State of New Jersey. In the event the Superintendent's certificate is revoked, this Employment Contract shall be null and void effective upon such revocation.

B. Duties: The Superintendent shall be required to work the twelve (12) month administrative calendar. The Superintendent shall be the chief executive and administrative officer of the Board and shall have general supervision over all aspects, including the fiscal operations and instructional programs of the district, and shall arrange the administrative and supervisory staff, including instruction and business affairs in a manner which, in his judgment, best serves the district. The selection, placement, transfer, renewal and dismissal of personnel, both instructional and noninstructional, shall occur only upon the recommendation of the Superintendent, subject to Board approval, and the nonrenewal of personnel shall occur upon the Superintendent's notification to the employee and the Board.

The members of the Board, individually and collectively, will refer to the Superintendent any and all criticisms, complaints and suggestions concerning the operation and management of the district called to their attention. The Board will not take action on any such criticisms, complaints, and/or suggestions until they are discussed by the Board members at a scheduled meeting of the Board and a consensus sought to direct the Superintendent to study, recommend, and/or take action.

The parties agree that the Superintendent shall have the right to attend all Board meetings and committee meetings of the Board and he or his delegate has the right to make recommendations to the Board or committee with respect to any proposed action or policy. The parties also agree that 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 permitted to be present during such discussions, is given the opportunity to address the Board, 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. The Superintendent shall have the right to legal assistance in carrying out his duties at the expense of the Board provided that he has conformed to the Board's policies, rules and regulations, and State law. The Superintendent shall have the right to contact the Board attorney for legal assistance as the need arises in carrying out his duties, and shall comply with applicable state regulations and Board policy in this regard.

All duties assigned to the Superintendent by the Board should be appropriate to and consistent with the professional role and responsibility of the Superintendent, and shall be set by Board policy and in a Job Description, which may be modified by mutual agreement from time to time, consistent with the intent set forth above.

The parties agree that the Superintendent shall have the right to attend all Board meetings and committee meetings of the Board and he or his delegate has the right to make recommendations to the Board or committee with respect to any proposed action or policy. The parties also agree that 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.

C. Outside Activities: The Superintendent shall devote his time, attention and energy to the business of the Board. The Superintendent may, with advance permission from the Board conduct workshops for other districts. 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 honoraria paid. The 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.

3. PROFESSIONAL GROWTH OF THE SUPERINTENDENT

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, seminars, workshops, conferences and other activities conducted or sponsored by local, state and national school administrator and/or school board associations;

B. Seminars and courses offered by public or private educational institutions; and

C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent.

The Board shall permit a reasonable amount of release time for the Superintendent, as the Board deems appropriate, to attend such Conferences as referred to in paragraphs A, B and C above. The Board shall pay for the necessary fees for travel and sustenance expenses, in connection with travel events approved by the Board including attendance at one (1) national convention and two (2) state conventions per school year, with the total expenditure by the Board not to exceed four thousand

($4,000.00) dollars per school year. In lieu of a national conference the Superintendent shall be permitted to attend a third state conference. All travel and associated expenses shall be reimbursed only in accordance with Board policy, state law, state regulations and applicable OMB Circulars. The Superintendent may attend the "New Superintendent's Academy" sponsored by the New Jersey Association of School Administrators at Board expense. The Board shall pay all fees and costs associated with attendance of the Academy. The Board shall pay all costs and fees associated with any state-mandated continuing education.

The Superintendent shall give the Board advance written notification of his intention to take such release time so as to be placed on the appropriate monthly Board agenda.

4. **SALARY**

A. The Board shall pay the Superintendent an annual salary of one hundred forty-five thousand dollars ($145,000.00) plus a high school salary increment of two thousand five hundred dollars ($2,500.00) for a total base salary of one hundred forty-seven thousand five hundred dollars ($147,500.00), pro-rated during the 2015-2016 school year (4.5 months) to the amount of $54,875.00. The annual salary shall be paid to the Superintendent in installments of one twenty-fourth of the annual salary rate on the 15^{th} day and the 30^{th} day of each month for services rendered, or in accordance with the schedule of salary payments in effect for other certified employees, at the option of the Superintendent. In the event the Salary Cap Regulations are amended, expire or are otherwise invalidated, the parties may negotiate an increase in the Superintendent's base salary. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight July 1, 2020 (the final day of this Contract) unless the parties have agreed to a contract extension and that extension has been approved by the Union County Executive County Superintendent. The terms of the extension will govern all increases to take effect after July 1, 2020. 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*.

During the term of this Employment Contract, including any extension hereof, the Superintendent shall not be reduced in compensation and/or benefits except as otherwise provided by law.

B. Merit Bonuses. The Superintendent shall be given the opportunity to receive a merit bonus in addition to his annual base salary as set forth below. The merit bonus will be based upon his achievement of quantitative merit criterion and/or qualitative merit criterion. To the extent the parties have not already agreed upon the merit bonus criteria for the 2016-17 school year, they shall do so within sixty (60) days of the effective date of this Employment Contract. Thereafter, on or before May 30, 2016 and each May 30th thereafter, the Board and Superintendent shall select three (3) quantitative merit criteria and two (2) qualitative merit criteria per contract year. The merit criteria will then be submitted to the Executive County Superintendent who shall approve or disapprove the selection of quantitative merit and the qualitative merit criteria. In the event the Executive County Superintendent disapproves any criterion, the parties shall agree on a new one and resubmit it for approval. Upon the Executive County Superintendent's approval of the merit criteria, the criteria shall be reflected in an addendum to this contract.

The Superintendent shall receive a merit bonus in the amount of 3.33% of his annual base salary for each quantitative merit criterion achieved, and a merit bonus in the amount of 2.5% of annual base salary for each qualitative merit criterion achieved. The maximum annual merit bonus the Superintendent can receive is 14.99% of his annual base salary.

Following the conclusion of each school year, the Board shall submit a resolution to the Executive County Superintendent certifying that the quantitative merit criteria and/or qualitative merit criteria have been satisfied. Prior to paying any bonus, the Board shall await confirmation from the Executive County Superintendent that the criteria have been satisfied. The Board shall pay the merit bonus within thirty (30) days of the Executive County Superintendent's confirmation that the merit criteria have been satisfied. The parties understand and agree that merit bonuses are non-pensionable compensation. The Board's obligation to pay the Superintendent an earned merit bonus shall survive the termination of this Employment Contract.

5. VACATION AND OTHER BENEFITS

A. Vacation: The Superintendent shall be entitled to thirty (30) vacation days (with pay) per year of which fifteen (15) vacation days may be carried over into the following year if the Superintendent is unable to use them in a given year because of business demands. All vacation days shall be available to the Superintendent as of the effective date of this contract in the first year and as of July 1. Except in the year of the Superintendent's separation from employment, unused vacation days must be used in the next subsequent school year or they will be forfeited. Vacation days are earned on a pro-rata monthly basis. During July and August, the Superintendent may take vacation at any time upon notice to the Board President. A maximum of three (3) consecutive vacation days can be taken during the school year by giving the Board President at least one (1) day advance notice. In the event the Superintendent wishes to take more than three (3) consecutive vacation days during the school year, he must obtain prior Board approval. In such cases, he shall request Board approval at least fifteen (15) days in advance of such vacation.

B. Sick Leave and Other Leave: The Superintendent shall be entitled to fifteen (15) sick days per school year, four (4) personal days (with pay), and legal holidays (as set by the school calendar). In its discretion, the Board may extend additional sick leave days to the Superintendent pursuant to N.J.S.A. 18A:30-7. Unused personal days shall convert to sick leave at the conclusion of the school year, subject to a maximum accumulation of fifteen (15) sick leave days per school year.

C. Insurance: Health Insurance: The Board shall provide health care, dental insurance and vision care to the Superintendent, his spouse, and dependent children. Pursuant to the eligibility waiting period under the Board's Health care insurance plan, benefits will be available to the Superintendent, his spouse, and dependent children on April 1, 2016. The Health care insurance plan shall include medical treatment insurance, hospitalization insurance, diagnostic x-ray insurance, major medical insurance, and any other insurance pertaining to health care. The Board shall offer several medical plans of varying benefit levels, the base plan being the one offered the teachers. Should the Superintendent elect to take the High Deductible Plan, the Board of Education will contribute $3,000.00 toward the Superintendent's Health Savings Account. Should the Superintendent waive medical coverage, he shall receive 25% of the premiums saved for the waived coverage on an annual basis; these amounts may be prorated for portions less than a full year. The Superintendent shall make the contribution toward the cost of this health insurance in accordance with P.L.2011, Chapter 78. The Board shall provide the Superintendent a §125 cafeteria plan in accordance with P.L. 2011, Chapter 78.

D. Disability: The Board shall provide the Superintendent with disability coverage on the same terms and conditions as that provided to other district employees, and permissible by state statute, naming the Superintendent as beneficiary.

E. Membership Fees: The Board shall pay one hundred percent (100%) of the Superintendent's membership charges to the American Association of School Administrators (AASA), the New Jersey Association of School Administrators (NJASA), and the County Superintendent's Roundtable. Other memberships, as approved by the District, may also be paid. In no event shall the obligation of the Board towards this benefit exceed twenty-five hundred dollars ($2,500.00) per school year.

F. Tuition Reimbursement: The Board agrees to pay one hundred percent (100%) of the cost per credit hour and one hundred percent (100%) of the fees of graduate courses at accredited New Jersey State colleges and universities subject to approval in advance by the Board; provided, however that in no event shall the obligation of the Board towards this benefit exceed two thousand dollars ($2,000.00) per school year. Reimbursement will only apply to courses that directly relate to the Superintendent's position and responsibilities.

G. Deferred Compensation: Upon the Superintendent's retirement, the Board shall pay him for his unused, accumulated sick days at the rate of one-half day's pay for each unused sick day up to a maximum of fifteen thousand dollars ($15,000.00). For purposes of this paragraph, a day's pay is defined as one two-hundred sixtieth (1/260) of the Superintendent's final annual salary. Upon the Superintendent's separation from employment, the Board shall pay him for his unused accumulated vacation days at the rate of one day's pay for each vacation day. Payment hereunder shall be made within thirty (30) days of the Superintendent's last day of employment. In the event of the Superintendent's death, payment for his unpaid vacation days shall be made to his estate.

H. Bereavement Leave: The Superintendent shall be entitled to bereavement days (with pay) as follows:

Up to 5 days per occurrence for immediate family
Up to 5 days per occurrence for family

1 day per occurrence for non-family.

I. <u>Laptop Computer and Cellular Telephone:</u> The Board shall provide the Superintendent with a computer and other necessary equipment and software for his use while working. The Board shall be responsible for maintaining said computer. The Board shall provide the Superintendent with a cellular telephone and shall pay the monthly charges including business-related charges; incidental personal use shall be permitted.

6. EXPENSES

The Board shall reimburse the Superintendent for reasonable travel expenses and mileage incurred consistent with Board policy, the travel regulations located at N.J.A.C. 6A:23A-7.1, *et seq.*, and applicable travel circulars published by the Office of Management and Budget. Automobile mileage shall be reimbursed at the rate established by the Office of Management and Budget. The Superintendent is pre-approved for expenses related to regular business travel consistent with Board policy and N.J.A.C. 6A:23A-7.3. All other travel reimbursement requests need to be pre-approved by the Board consistent with N.J.A.C. 6A:23A-7.4(a) and Board policy.

7. PROFESSIONAL LIABILITY

A. The Superintendent shall receive indemnity from civil actions brought against him in accordance with the statutory provisions set forth under N.J.S.A. 18A:16-6 as amended. The Superintendent shall receive indemnity from certain criminal actions instituted against him in accordance with the statutory provisions set forth under N.J.S.A. 18A:16-6.1.

B. If, in the good faith opinion of the Superintendent, a conflict exists as regards the defense to such claims (as noted in paragraph A above) between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage his own legal counsel, in which event the Board shall indemnify the Superintendent for the costs of his legal defense.

8. GOALS AND OBJECTIVES

On or before March 15th of the first year and July 1st each year thereafter, the parties shall meet to establish mutually agreed upon goals and objectives both personal and district-wide for the ensuing school year. Said goals and objectives shall be reduced to writing and be among the criteria by which the Superintendent is evaluated as hereinafter provided.

9. EVALUATION

The Board shall evaluate and assess in writing the performance of the Superintendent at least once a year on or before June 30th during the term of this Employment Contract. This evaluation and assessment shall be based upon the goals and objectives of the District for the year in question, the job description of the Superintendent and such other criteria as the State Board of Education by regulation shall prescribe. The Board and the Superintendent shall mutually agree on the evaluation format each year. 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 such unsatisfactory performance. Prior to any Board action to approve the annual evaluation, a copy of the proposed evaluation shall be delivered to the Superintendent, and the parties shall meet to discuss same. Following Board approval of the evaluation, the Superintendent shall have the right to counter with a written reaction or response to the evaluation. This response shall become a permanent attachment to the evaluation in question. The Superintendent shall be entitled to copies of all back-up materials utilized in the process.

10. RENEWAL OF EMPLOYMENT CONTRACT

On or before December 31, 2019 the Board shall notify the Superintendent in writing whether he will not be reappointed at the end of the current term, in which event his employment as Superintendent shall cease at the expiration of that term. In the absence of such written notification, the Superintendent shall be deemed reappointed for another five (5) year term. On or before May 1, 2019, the Superintendent shall remind the Board of the existence of this automatic renewal by giving a written memo to the Board President and the Board Secretary, by hand delivery.

11. TERMINATION OF EMPLOYMENT CONTACT

A. This Contract shall terminate and the Superintendent's employment will cease, under any one of the following circumstances:

1. revocation or suspension of the 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;

2. forfeiture under N.J.S.A. 2C:51-2;

3. mutual agreement of the parties subject to approval by the Executive County Superintendent;

4. notification in writing by the Board to the Superintendent, by December 31, 2019 of the Board's intent not to renew this Contract; or

5. material misrepresentation of employment history, educational and/or professional credentials relating to his position as a certificated educator, or of his criminal background.

B. 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, unless the Board certifies contractual tenure charges.

C. 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.

D. The Superintendent may terminate this Employment Contract upon at least 60 calendar days written notice to the Board, filed with the Board Secretary, of his intention to resign.

E. The 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 the 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.*

12. COMPLETE AGREEMENT

This Employment Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, subject to any applicable review and approval by the Executive County Superintendent, and subject to any notice and public hearing as required by law.

Any proposed changes to this contract are subject to prior review and approval by the Executive County Superintendent.

13. 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 state or federal law, then, unless otherwise prohibited by law, the terms, conditions and provisions 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 contract.

14. SAVINGS CLAUSE

If, during the term of this Employment Contract, it is found that a specific clause of the 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.

15. 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. At least once every year, the 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; such documents identified by him shall be destroyed consistent with the New Jersey Destruction of Public Records Law.

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.

16. **SIGNATURES**

WHEREAS, the Board has authorized the Board President to execute this Employment Contract on its behalf; and

WHEREAS, the Superintendent has approved the terms and conditions of this Employment Contract; and

WHEREAS, this Employment Contract has been submitted to and has been approved by the Executive County Superintendent; and

WHEREAS, this Employment Contract has been approved by a recorded roll-call majority vote of the Board at its meeting of January 11, 2016 and has been made a part of the minutes of that meeting;

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

KENILWORTH BOARD OF EDUCATION

Dr. Thomas Tramaglini
Superintendent of Schools

Nancy Zimmerman
Board President

WITNESS:

Vincent A. Gonnella

DATE: January 11, 2016

BOARD SECRETARY:

Vincent A. Gonnella

DATE: January 11, 2016

3243291

EXHIBIT C

Since February 2016, Dr. Thomas Tramaglini has been serving as Superintendent of Schools in Kenilworth. His current contract with the Kenilworth Board of Education extends until July 1, 2020.

Based on events unrelated to his service for Kenilworth, it has become clear to both Dr. Tramaglini and the Kenilworth Board of Education that his continued service as Superintendent of Schools has become too much of a distraction to the main mission of the district. In recognition of this fact, and in an effort to avoid legal fees and expensive litigation, and in the best interests of all concerned, including the faculty, staff and students of the Kenilworth School District, Dr. Tramaglini has tendered, and the Board has accepted, his resignation effective September 30, 2018. The parties have resolved any remaining issues regarding Dr. Tramaglini's employment contract, as provided by law. The Board will commence a search for an interim superintendent, with the hope and expectation that one will be ready before the office becomes vacant on October 1, 2018.

State of New Jersey
DEPARTMENT OF EDUCATION
PO Box 500
TRENTON, NJ 08625-0500

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

LAMONT O. REPOLLET, ED.D.
Commissioner

July 23, 2018

Vito A. Gagliardi, Jr., Esquire
Porzio, Bromberg & Newman, P.C
100 Southgate Parkway
P.O. Box 1997
Morristown, New Jersey 07962-1997

RE: Separation of Employment Agreement; Mr. Thomas Tramaglini

Dear Mr. Gagliardi:

As you are aware, your office proposed a "Separation of Employment Agreement" (proposed Agreement) pursuant to *N.J.S.A.* 18A:17-20.2a. The proposed Agreement requires approval by the Commissioner of Education because it includes payment of compensation as a condition of separation/termination. The proposed Agreement and related documents, including Mr. Tramaglini's Contract of Employment (effective February 15, 2016 through June 30, 2020), were reviewed in accordance with the provisions of N.J.A.C. 6A:23A-3.2.

I am pleased to inform you that the review referenced above has been completed, and the proposed Agreement between the parties, in the form enclosed herein, is approved.

If you have any further questions regarding this matter, please do not hesitate to contact my office.

Sincerely,

Lamont O. Repollet, Ed.D.
Commissioner

LOR/CP
Enclosure

c: Robert Bumpus, Assistant Commissioner
Juan Torres, Interim Executive County Superintendent
Beth Finkelstein, Esquire