

EMPLOYMENT CONTRACT

UPPER TOWNSHIP BOARD OF EDUCATION and VINCENT J. PALMIERI, JR.

THIS EMPLOYMENT CONTRACT is made and entered into this 22nd day of January 2007, by and between the **UPPER TOWNSHIP BOARD OF EDUCATION**, with offices located at 525 Perry Road, Petersburg, NJ 08270 (hereinafter referred to as the "Board"), and **VINCENT J. PALMIERI, JR.** (hereinafter referred to as the "Superintendent").

THIS EMPLOYMENT CONTRACT replaces and supersedes all prior Employment Contracts between the Parties hereto. Signature to this Contract constitutes assent to a rescission of any and all prior Contracts as well as agreement to the terms thereof.

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 education program of the schools;

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

1. **TERM** The Board, in consideration of the promises herein contained of the Superintendent, hereby employs, and the Superintendent hereby accepts, employment as Superintendent of Schools for a three (3) year plus five (5) month term commencing February 1, 2007, and expiring midnight June 30, 2010.

2. SUPERINTENDENT CERTIFICATION AND RESPONSIBILITIES

A. CERTIFICATION: The Superintendent shall hold a valid and appropriate certificate to act as Superintendent of Schools in N.J.

B. DUTIES: 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, which in his judgment best serve 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 Superintendent shall have such other powers and perform such other duties as may be prescribed by 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 take no 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.

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 the Job Description for the Superintendent of Schools which may be modified by mutual agreement from time to time, consistent with the intent set forth above. The Board shall not substantially increase or change the duties of the Superintendent unless such increase or change is mutually agreed upon through a written amendment to this Contract.

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 discussion 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 consult with the Board Solicitor in carrying out his duties.

The Superintendent shall work on a twelve (12) month basis from July 1 through June 30 of each contract year.

3. PROFESSIONAL GROWTH OF 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, and other activities conducted or sponsored by local, state, and national school administrators and/or 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.

E. Any activities, supplies, and/or products promoting the professional growth of the Superintendent.

F. The Superintendent shall be entitled to attend on an annual basis, one (1) national

convention and one (1) State of New Jersey convention in addition to the annual New Jersey School Boards Association convention relating to education. Attendance at said conventions shall be with prior notice and prior approval of the Board. The Board shall pay for attendance at said conventions with payment of expenses in accordance with Board policy.

The Board agrees to provide release time for the Superintendent as the Board deems reasonable and appropriate to attend to such matters. The Superintendent shall advise the Board as to his attendance at any of the activities listed in A through F above. Should any activity listed in A through F above be of greater than one (1) school day in duration, then in that event, the Superintendent shall advise the Board as to his request for release time and shall obtain prior Board approval.

All Travel and associated expenses will be reimbursed in accordance with the regulations stated in the School District Accountability Act (A5), with such regulations promulgated by the New Jersey Office of Management and Budget (OMB). In addition, travel and associated expenses will be reimbursed to the Superintendent in accordance with board policy for all approved business travel beyond 50 miles of travel, one way.

In order to qualify for reimbursement of the above expenses, the Superintendent shall provide to the Board receipts in accordance with Board policy. Reimbursement for professional growth will not exceed \$3,000 per school year.

4. **COMPENSATION:** During the term of this Employment Contract, including any extension thereof, the Superintendent shall not be reduced in compensation, including salary and benefits. In no event shall the Superintendent's salary, leaves, medical and/or other insurance, and/or any other forms of compensation and benefits be less than that provided to any other employee in the district. Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract, but it shall not be deemed that the Board and Superintendent have entered into a new employment contract.

A. **SALARY:** The Board shall provide the following base salaries as part of the Superintendent's compensation and such salary rates shall be paid to the Superintendent in accordance

with the schedule of salary payments in effect for other certified employees:

<u>Year</u>	<u>Annual Base Salary (inclusive of all contributions)</u>
2006-2007	\$120,867
2007-2008	\$123,987
2008-2009	\$129,510
2009-2010	\$135,280

5. **BENEFITS** : The Board will provide the Superintendent with the following benefits:

A. VACATION/HOLIDAYS: The Superintendent shall be granted twenty (20) vacation days annually. Vacation days shall be earned on a pro rata basis based upon the number of days worked in that year. For the 2006/07 school year, the Superintendent will earn a maximum of twenty (20) days of which thirteen (13) were earned as Middle School Principal and seven (7) will be earned as Superintendent. The Superintendent must use earned vacation days no later than September 1 of the year following the year in which the vacation days are earned.

The Superintendent cannot use more than five (5) consecutive vacation days, when school is in sessions (September to June).

The Superintendent shall give the Board two (2) weeks' notice, when possible, as to his intent to take vacation days.

The Superintendent shall be entitled to all school holidays as listed in the Upper Township School District's annual calendar.

The Board, through the Board's Business Office, shall be responsible for maintaining written documentation of the Superintendent's earned, used and accrued vacation days.

B. SICK LEAVE: The Superintendent shall be allowed twelve (12) days of sick leave annually. The unused portion of such leave at the end of any year shall be cumulative. The superintendent will bring forward all unused sick days that are on record as of February 1, 2007, earned while employed by the Upper Township Board of Education.

C. SICK LEAVE UPON RETIREMENT: Upon the Superintendent's retirement from the District with a minimum of ten (10) years of service in the Upper Township School District, the Superintendent shall be entitled to payment for accumulated sick days. Payment shall be at the rate of \$100.00 per day and shall not exceed the total sum of \$10,000.00. Upon the death of the Superintendent, all unused sick days will be payable to his estate at the same rates as set forth above but only if the Superintendent is otherwise eligible for retirement at the time of death. The Board maintains the right to maintain insurance at its own cost through an insurer of its own choice to pay for the benefits pursuant to

this paragraph.

D. PERSONAL LEAVE DAYS: The Superintendent shall be allowed three (3) personal leave days annually and approved Death in Family Days. An allowance of up to five (5) days per event shall be granted for death of father, mother, spouse, child, brother, sister, grandparents, grandchildren, brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter-in-law, and son-in-law. Up to two (2) days per event shall be granted for any other family member. Unused personal leave days, up to a maximum of three (3) per year, shall be converted to accumulated sick leave.

E. MEDICAL BENEFITS: The Board will assume the full cost of hospital, medical, major medical, prescriptions, dental, and optical health care benefits as provided by the Board to certificated employees. Medical benefits shall be full family coverage.

Should the Superintendent decline health insurance coverage as provided by the Board pursuant to this contract, the Superintendent shall receive a stipend of \$1,750.00 per year. The Superintendent may elect this payment in the event his spouse or another member of his family provides insurance coverage for him. In the event of a change of life event, such as death or divorce of spouse or loss of insurance coverage, and as permitted by the Board's health insurance carrier, the Superintendent shall be permitted to re-enroll in the Board's health insurance plan without a penalty.

F. MEMBERSHIP FEES: The Board shall pay up to \$2,000.00 per school year for the Superintendent's membership fees for professional memberships of the Superintendent's choice.

G. AUTOMOBILE ALLOWANCE: The Board shall pay the Superintendent for the use of his personal automobile in the performance of his duties for the Board. All Travel and associated expenses will be reimbursed in accordance with the regulations stated in the School District Accountability Act (A5), with such regulations promulgated by the new jersey Office of Management and Budget (OMB). In addition, travel and associated expenses will be reimbursed to the Superintendent in accordance with board policy for all approved business travel beyond 50 miles of travel, one way.

H. CELLULAR TELEPHONE: The Board recognizes the need for the Superintendent's

use of a cellular telephone. The Superintendent shall receive a District-owned cell phone, in which all associated costs will be paid directly by the UTBOE, for use during employment with the District. Upon separation with the District, all phones will remain the property of the District.

6. SEPARATION FROM SERVICE

A. VACATION DAYS: Upon the Superintendent's separation from employment with the District, the Board will pay for all vacation days, at the per diem rate (1/240th) of the Superintendent's final annual salary, earned during the year of separation but not yet used.

B. PAYMENTS OF SICK AND VACATION DAYS: Any payments for accumulated sick days and earned, but unused, vacation days shall be made by the Board only after the proper notification by the Superintendent.

C. PAYMENT TO ESTATE: Should the Superintendent die before his employment contract year is completed, a payment for his earned, but unused vacation days and accumulated sick days shall be made to his estate.

7. LAP TOP COMPUTER A laptop computer will be purchased for the Superintendent.

8. PROESSIONAL LIABILITY

A. The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all civil demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or in his official capacity as an agent and/or employee of the Board, provided the incident arose while the Superintendent was acting within the scope of his employment; and, as such, liability coverage is within the authority of the Board to provide under state law.

B. The Board will provide the Superintendent with professional liability insurance in the minimum amount of **ONE MILLION DOLLARS (\$1,000,000.00)**. The premium shall be paid by the

Board.

C. If, in the good faith opinion of the Superintendent, conflict exists as regards the defense to such claim between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage counsel in which event the Board shall indemnify the Superintendent for the cost of legal defense as permitted by state law.

9. MEDICAL EXAMINATION

DISABILITY OF THE SUPERINTENDENT: In the event of disability by illness or incapacity for a period in excess of twelve (12) calendar months, the Board at its option may declare this contract null and void and of no further effect in accordance with N.J.S.A. 18A:17-20.2. The parties recognize that the Board requires a Superintendent as its Chief School Administrator to operate the District on a daily basis. If a question exists concerning the capacity of the Superintendent to return to his duties, the Board may require the Superintendent to return to his duties, the Board may require the Superintendent to submit to a medical examination to be performed by a licensed medical doctor. The Board shall select the physician who shall conduct the examination. The cost of the examination shall be borne by the Board. The physician shall limit his/her report to those factors that prohibit the Superintendent from performing his duties. Should the physician report that the Superintendent is unable to perform his duties, then this agreement may be declared null and void and of no further effect in accordance with N.J.S.A. 18:17-20.s, except that there shall be no effect upon payment of unused vacation or unused sick days as set forth in their Agreement. The Superintendent has the right to obtain an independent medical examination at his own expense.

However, notwithstanding any of the above provisions, the parties agree that the Superintendent retains all rights accorded by N.J.S.A. 18A:17-20.2, the New Jersey Law Against Discrimination (N.J.L.A.D.), AND THE Americans With Disabilities Act (A.D.A.), and does not waive the same.

10. EVALUATION: The Board shall evaluate the performance (using a format jointly developed and approved by the Board and the Superintendent) of the Superintendent at least once a year on or before

April 30; at the same time, the Superintendent shall evaluate the Board in its policy-making role in the district. The first evaluation of the Superintendent will be completed on or about April 30, 2008. It shall be the Board's responsibility to ensure completion of the annual evaluations.

The 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. Individual comments of a negative nature will not become part of the official document. Before final Board action, a copy shall be provided to the Superintendent. The Superintendent and the Board shall meet to discuss the findings. The evaluation shall be based upon goals and objectives of the district, the responsibilities of the Superintendent set forth in the job description and such other criteria as the State Board of Education shall by regulation prescribe; mutually agreed upon between the Superintendent and the Board. The Superintendent shall receive a copy of any backup forms utilized in the process.

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 for all unsatisfactory instances. The Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the Superintendent's personnel file upon the Superintendent's request. On or before June 30th of each year of this Employment Contract, the Superintendent and the Board shall meet to review the evaluation format and to mutually determine the evaluation format to be used in the subsequent school year.

11. TERMINATION OF EMPLOYMENT CONTRACT This employment contract may be terminated by:

A. Mutual agreement of the parties.

B. The Superintendent may propose to terminate this employment contract upon ninety (90) days' written notice to the Board. Should the Superintendent terminate this contract, no further compensation shall be payable to the Superintendent, except this shall have no effect on payment for unused sick days or payment for unused vacation days pursuant to this Agreement.

C. Should the board elect not to reappoint the Superintendent, then at least one (1) year prior to the expiration of this contract or not later than June 30, 2009, the board shall notify the Superintendent in writing that he will not be reappointed. The Board agrees that, in the event of nonrenewal, it shall not unilaterally relieve the Superintendent of his duties during the term of this contract.

D. In the event that the Superintendent has his CSA Certificate revoked, the contract becomes null and void effective on the date of revocation or conclusion of a Due Process Hearing; whichever comes later.

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.

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 of federal law, then, unless otherwise prohibited by law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of this 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 full force and effect.

15. **RELEASE OF PERSONNEL INFORMATION:** The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act, codified at N.J.S.A. 47:1A-1, et seq. All information related to the Superintendent's performance, evaluation or any discipline which 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.

16. **PERSONNEL RECORDS:** 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 materials in his file that he believes to be obsolete or otherwise inappropriate to retain; such documents identified by him shall be destroyed.

No material derogatory to the Superintendent's conduct, service, character or personality shall be placed in his personnel file unless he has had the opportunity to review such 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.

17. **REGIONALIZATION CONTINGENCY:** If, at any time during the term of this Employment contract (or any extension thereof), the district joins, creates and/or becomes a regional or consolidated entity of any kind, or if the District becomes a non-operating district, or if, for any reason, the position of Superintendent is abolished or combined with a position for which the Superintendent does not hold the appropriated certificate, the Board shall pay the Superintendent a lump sum equal to the salary, benefits and emoluments that the Superintendent would have received under this Employment Contract (or any extension thereof) if he is continued to be employed in that capacity. The lump sum shall be paid to the Superintendent before: (a) the newly create Board is seated; (b) the District becomes a non-operating district; or (c) his position is combined with another. This provision shall not apply if the newly created Board or entity appoints the current Upper Township Superintendent to the position of Superintendent and/or CSA of the newly created District or entity under terms and conditions which are at lease equal to or greater than those provided herein, and the current Upper Township Superintendent accepts such appointment.

18. **PREEXISTING TENURE RIGHTS:** Pursuant to N.J.S.A. 18A: 17-20.4, the Superintendent retains all tenure rights accrued in any position which he previously held in the District. The Superintendent shall also continue to accrue seniority in all positions in which he achieved tenure in the

District. The Superintendent shall have the right to assert all tenure and seniority rights in the event that the Board does not renew the Superintendent for any reason.

WHEREAS, a duly authorized officer of the Board has approved the terms and conditions of this Employment Contract; and

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

WHEREAS, this appointment has been approved by a vote of the members of the Upper Township Board of Education at its meeting of January 22, 2007, with employment starting on February 1, 2007, and has been made a part of the minutes of that meeting;

WHEREAS, this contract has been mutually modified and approved by both parties on April 28, 2008; and

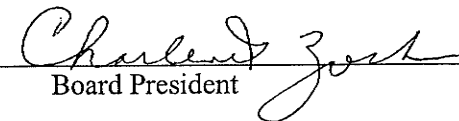
IN WITNESS WHEREOF the undersigned have set their hands and seals to this Employment Contract effective on the day and year first above written.

ATTEST:

UPPER TOWNSHIP BOARD OF EDUCATION

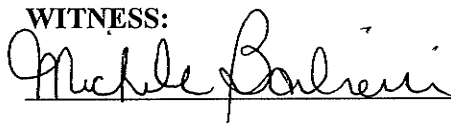


Vincent J. Palmieri, Jr., Superintendent

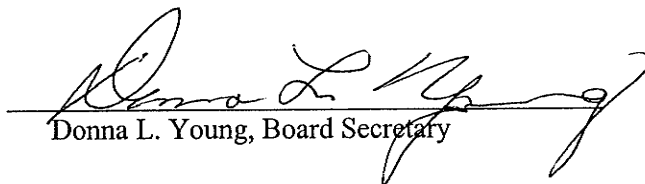


Board President

WITNESS:



Michele Balivieri



Donna L. Young, Board Secretary

DATE OF REVISION: 5/29/08