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PEQUANNOCK TOWNSHIP
BOARD OF EDUCATION

STATE OF NEW JERSEY
DEPARTMENT OF EDUCATION
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SHEILA Y. OLIVER
LT. GOVERNOR

ANGELICA ALLEN-McMILLIAN Ed.D.
ACTING COMMISSIONER

TIMOTHY PURNELL Ed.D.
INTERIM EXECUTIVE COUNTY
SUPERINTENDENT

July 1, 2021

Mr. Joseph Blumert
Board President
Pequannock Township School District
538 Newark-Pompton Turnpike
Pompton Plains, NJ 07444

Dear Mr. Blumert:

I have reviewed the employment contract for Michael Portas, Superintendent, in accordance with N.J.A.C. 6A: 23A-3.1. I have determined that the provisions of the contract are in compliance with the regulations. Therefore, I approve the contract for the period from July 1, 2021 through June 30, 2026.


In the event of any conflict between the terms, conditions and provisions of this employment contract and any permissive state or federal law, the law shall take precedence over the contrary provisions.

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

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

Please submit a signed copy of the contract to my office within 10 days of its approval.

Sincerely,


Timothy Purnell, Ed.D.
Interim Executive County Superintendent

c: Sallyann McCarty, School Business Administrator/Board Secretary

CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT is made and entered into this 21st day of June 2021, by and between the **PEQUANNOCK BOARD OF EDUCATION**, with offices located at 538 Newark Pompton Turnpike, Pompton Plains, NJ 07444 (hereinafter the "Board")

and

MICHAEL PORTAS (hereinafter referred to as "Mr. Portas") whose position is to be the Superintendent of Schools (hereinafter the "Superintendent").

WITNESSETH

THIS CONTRACT OF EMPLOYMENT replaces and supersedes all prior Contracts of Employment between the parties thereto. Signature of this Contract of Employment constitutes assent to a rescission of any and all prior Contracts of Employment as well as agreement to the terms herein.

WHEREAS, the Board and the Superintendent believe that a written Contract of Employment is necessary to specifically describe their relationship and to serve as the basis of effective communication between them; and

WHEREAS, the Board offered Mr. Portas the position of Superintendent, and he has accepted the Board's offer; and

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

WHEREAS, the Board approved the terms of this Contract of Employment by a vote of its members at a scheduled meeting on June 21, 2021 and has authorized the President of the Board to execute this Contract of Employment.

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

1. **TERM**

The Board hereby agrees to employ Mr. Portas as the Superintendent of the Pequannock Board of Education for the period beginning on July 1, 2021 and ending at midnight on June 30, 2026.

2. CERTIFICATION AND RESPONSIBILITIES

A. Certification:

The Superintendent shall maintain a current and valid certificate issued by the New Jersey Department of Education for the position of Superintendent of Schools. In the event the Superintendent's certificate issued by the Department of Education is revoked, this Contract of Employment is null and void as of the date of the certificate revocation.

It is understood and agreed that the Superintendent, at the time of his appointment, holds a Certificate of Eligibility. Upon his appointment, he shall apply for a provisional certificate and complete the requirements in order to obtain a standard certificate.

The Superintendent further agrees to comply with all other legal requirements respecting the employment of a Superintendent.

B. Duties:

The Superintendent shall have general supervision over the schools and all attendant powers and duties as set forth by law. The Superintendent shall:

a. faithfully perform the duties of the Superintendent of Schools for the Board and serve as the chief school administrator and executive officer in accordance with the laws of the State of New Jersey, rules and regulations adopted by the State Board of Education, and policies which are adopted from time to time by the Board. The specific job description adopted by the Board, applicable to the position of Superintendent, is incorporated into this Contract of Employment and shall be followed by the Superintendent;

b. devote his full time, labor and attention to this employment during the terms of this Contract of Employment, provided that the Superintendent may, with prior notice to and prior approval of the Board, undertake short term consultative work, speaking engagements, writing, teaching, lecturing, or other professional duties and obligations which do not interfere with his full-time responsibilities as Superintendent;

c. carries out the administration of instruction and business affairs of the district, with the assistance of staff, in accordance with the legal obligations required by law and the responsibilities as outlined above, including the job description;

d. recommends the selection, placement, appointment, reappointment, non-renewal, and transfer of personnel, subject to the approval of the Board in accordance with the responsibilities as outlined above, and subject to applicable Board policies and directives;

e. study and make recommendations with respect to all criticism and complaints, which the Board, either individually or collectively, may refer to him in accordance with the responsibilities outlined above;

f. attends appropriate professional meetings and conferences as a representative of the Board. The expenses incurred in connection with such meetings shall be subject to the provisions herein regarding reimbursement for professional expenses incurred by the Superintendent;

g. structure his working day and organization to ensure that all duties are performed and obligations met;

h. assume responsibility for the administration of the affairs of the School District, including but not limited to programs, personnel and fiscal operations, instructional programs, and all duties and responsibilities therein will be performed and discharged by the Superintendent or by staff at the Superintendent's direction;

i. have a seat on the Board and the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Superintendent shall attend all regular and special meetings of the Board, and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the School District;

j. suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well-being of the School District;

k. perform all duties incident to the Office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Superintendent shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations;

l. report to the Board of Education and adhere to directions from the Board of Education consistent with the performance and legal obligations herein in accordance with *N.J.S.A.18A: 17-15 et seq.*;

m. consult with the Board Attorney as the Superintendent deems appropriate.

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

3. **PROFESSIONAL GROWTH OF SUPERINTENDENT**

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

- A. The operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and/or school board associations, including but not limited to, conferences, conventions, and workshops;
- B. Seminars and courses offered by public or private educational institutions;
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the Board;
- D. Visits to other institutions; and
- E. Other activities promoting the professional growth of the Superintendent.

Expenses for meals, lodging, registration, and transportation for national and state conventions of recognized educational associations, workshops, seminars, and institutes to enhance the Superintendent's knowledge and expertise in the field of education and administration shall be paid for/reimbursed by the Board in accordance with law. Such payments or reimbursements, shall be made in accordance with OMB travel circular provisions, the general requirements of N.J.S.A. 18A:11-12, Board policy, and upon prior approval of the Board. The Superintendent shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement.

The Board shall pay for all state-mandated continuing education. The Board shall provide the Superintendent with appropriate leave time to attend the N.J.A.S.A. Superintendent Institute and pay for or reimburse the Superintendent for the costs associated with such attendance at the N.J.S.A. Superintendent Institute and the State-required Superintendent mentoring. Any payments or reimbursements shall be made in accordance with Board policy.

4. **COMPENSATION**

A. Salary:

For the 2021-2022 school year, the Board shall pay the Superintendent an annual salary of One Hundred Eighty Thousand Dollars (\$180,000.00). If the Superintendent does not complete the 2021-2022 school year, the annual salary shall be prorated based upon the number of days he is employed during the school year.

For the 2022-2023 school year, the Board shall pay the Superintendent an annual salary of One Hundred Eighty-Four Thousand Eight Hundred Sixty Dollars (\$184,860.00). If the Superintendent does not complete the 2022-2023 school year, the annual salary shall be prorated based upon the number of days he is employed during the school year.

For the 2023-2024 school year, the Board shall pay the Superintendent an annual salary of One Hundred Ninety Thousand Thirty-Six Dollars (\$190,036.00). If the Superintendent does not complete the 2023-2024 school year, the annual salary shall be prorated based upon the number of days he is employed during the school year.

For the 2024-2025 school year, the Board shall pay the Superintendent an annual salary of One Hundred Ninety-Five Thousand Five Hundred Forty-Seven Dollars (\$195,547.00). If the Superintendent does not complete the 2024-2025 school year, the annual salary shall be prorated based upon the number of days he is employed during the school year.

For the 2025-2026 school year, the Board shall pay the Superintendent an annual salary of Two Hundred One Thousand Four Hundred Thirteen Dollars (\$201,413.00). If the Superintendent does not complete the 2025-2026 school year, the annual salary shall be prorated based upon the number of days he is employed during the school year.

In each year of the Contract of Employment, the annual salary shall be paid to the Superintendent in accordance with the payroll schedule for other certified employees.

B. Doctorate Degree:

In addition to the above annual salary, if at any time during the term of this Contract of Employment, the Superintendent earns a doctorate degree from a regionally accredited college or university as defined in N.J.A.C. 6A:9-2.1, the Board shall provide the Superintendent with a one-time payment of Two Thousand Five Hundred Dollars (\$2,500.00). This payment shall not become a part of the Superintendent's annual salary and shall be paid within thirty (30) days of the Superintendent providing the Board with proof of his doctorate degree through transcripts.

C. Other Provisions:

During the term of this Contract of Employment, including any extension thereof, the Superintendent shall not be reduced in compensation, including salary and benefits, except as otherwise provided by law. Any adjustment in salary made during the life of this Contract of Employment shall be in the form of an amendment, shall not be deemed that the Board and the Superintendent have entered into a new Contract of Employment, and shall, if required, obtain the prior approval of the Executive County Superintendent.

D. Merit Bonus:

For the 2021-2022, 2022-2023, 2023-2024, 2024-2025, and 2025-2026 school years, the Board may grant the Superintendent a merit bonus, in addition to the Superintendent's annual salary. If the Board provides the Superintendent with the opportunity to earn a merit bonus during any of the school years noted herein, the merit bonus will be based upon the Superintendent's achievement of quantitative merit criteria and/or qualitative merit criteria.

In that case, the Board and the Superintendent may select up to three (3) quantitative merit

criteria and up to two (2) qualitative merit criteria per Contract of Employment year. The Executive County Superintendent has the right to approve or disapprove of the selection of quantitative merit and/or qualitative merit criteria and the data that forms the basis of measuring the achievement of quantitative merit and/or qualitative merit criteria.

During the 2021-2022, 2022-2023, 2023-2024, 2024-2025, and 2025-2026 school years, if the Board provides the Superintendent with the opportunity to earn a merit bonus, same shall be valued at a maximum of Five Thousand Dollars (\$5,000.00) for each year a merit bonus is offered, and each individual merit criteria amount shall not exceed the maximum percentage of salary amounts set forth at law. By way of example, the Board and the Superintendent may agree upon a combination of up to three (3) quantitative goals and up to two (2) qualitative goals to a maximum payment of Five Thousand Dollars (\$5,000.00), including but not limited to the following: three (3) quantitative goals valued at One Thousand Dollars (\$1,000.00) each and two (2) qualitative goals valued at One Thousand Dollars (\$1,000.00) each, or the Board and the Superintendent may agree upon one (1) quantitative goal valued at Three Thousand Dollars (\$3,000.00) and one (1) qualitative goal valued at Two Thousand Dollars (\$2,000.00).

If the Board determines that the Superintendent has satisfied the quantitative and/or qualitative merit criteria, the Board shall submit a resolution to the Executive County Superintendent certifying that the quantitative merit and/or qualitative merit criteria have been satisfied and shall await a confirmation of the satisfaction of that criteria from the Executive County Superintendent prior to payment of any merit bonus. The Superintendent shall receive payment for successfully achieved merit goals within 30 days of the Board's receipt of the Executive County Superintendent's approval of same, or as soon thereafter as practical. In addition, the Board's obligation to pay the Superintendent for an earned merit bonus shall survive the termination of this Contract of Employment.

In each year of the Contract of Employment, written criteria for determining each merit bonus shall be established by September 30th of each school year. Both parties will discuss and mutually agree upon a written draft of the criteria. Prior to adoption by the Board, the criteria shall be submitted to the Executive County Superintendent for prior approval on or before September 30th of that school year, or upon a later date as approved by the Executive County Superintendent. Once the quantitative and/or qualitative merit criteria are approved by the Executive County Superintendent, same shall become part of this Contract of Employment and incorporated by reference herein.

5. **BENEFITS**

A. Vacation Days/Holidays:

The Superintendent shall be entitled to the following fourteen (14) holidays or their observed equivalent:

Independence Day	New Year's Day
Labor Day	Martin Luther King Birthday
Columbus Day	Presidents' Day

NJEA Convention (2)	Good Friday
Thanksgiving (2)	Memorial Day
Christmas Eve	Christmas Day

In each year of the Contract of Employment, the Superintendent shall be granted twenty-four (24) vacation days annually, calculated and prorated on an annualized basis. All twenty-four (24) vacation days shall be available to the Superintendent on July 1st of that school year. If the Superintendent does not complete a Contract of Employment year, the number of days shall be prorated at 2 vacation days per month for completed months of service.

The Superintendent shall be entitled to a vacation carry-over privilege, which will permit the carry-over of up to seven (7) days of unused vacation entitlement per year. Any vacation days carried over from the previous year that are not used during the following school year shall be forfeited in accordance with law. The Superintendent shall be required to report to work during Christmas break and Spring recess or vacation days may be used.

Although the Superintendent shall receive all twenty-four (24) vacation days on July 1st of each school year, for the purpose of payment for unused vacation days at the time of separation from service with the District, the Superintendent shall only be entitled to payment for two (2) vacation days for each month worked in the school year of separation from service with the District, in addition to payment for any vacation days carried over from the previous year, and in accordance with the provisions of Article 6B of this Contract of Employment.

B. Personal Days:

The Superintendent shall be provided with three (3) non-cumulative days of leave with full pay for such personal business as cannot be transacted outside of working hours for personal or family emergencies. One (1) unused personal day may be converted to a sick day if not used by June 30th of any year of this Contract of Employment.

The Superintendent shall notify the Board President when utilizing personal days.

C. Bereavement Leave:

The Superintendent shall be granted up to five (5) days leave of absence with full pay for each death of a spouse, child(ren), father, mother, or other person residing in his household.

Up to three (3) days leave of absence with full pay for each death of a brother, sister, grandparent, mother-in-law and/or father-in-law.

One day for the death of the Superintendent's other relatives.

D. Jury Duty:

In case of required jury duty, the Superintendent shall be allowed time off for jury service. He shall be paid the difference between his regular pay and jury pay.

E. Legal:

In case of required job-related appearance in court of law involving the Superintendent, he shall be granted time off without reduction in pay.

F. Health Benefits:

The Board shall provide health benefits coverage, including medical benefits, dental benefits, and a prescription plan, for the Superintendent, his spouse, and his dependents. If the Superintendent does not elect coverage under P.L. 2020, Chapter 44, he shall be responsible for contributing an amount established by P.L. 2011, Chapter 78 (Tier IV) toward the payment of health benefit premiums, including medical, dental, and prescription coverage premiums. If the Superintendent elects coverage under P.L. 2020, Chapter 44, then for medical and prescription coverage, the Superintendent shall contribute an amount established by P.L. 2020, Chapter 44. In that case, with respect to dental coverage, the BA shall be responsible for contributing an amount established by P.L. 2011, Chapter 78 (Tier IV) toward the payment of dental benefit premiums. The contribution shall be made through payroll deduction.

The Board reserves the right to transfer the health insurance coverage to other companies but agrees that if this is done the coverage shall be equal to or better than that presently existing.

The Board will pay premiums for the employee portion of dental insurance coverage, subject to a premium cap of \$475.00 for the Superintendent per year. Costs above the premium cap and costs associated with dependent dental coverage are the Superintendent's responsibility. If the Superintendent selects dental insurance coverage but waives medical insurance coverage or is otherwise not eligible for medical insurance coverage, the Superintendent's selection of dental insurance coverage is subject to the Superintendent payment of Chapter 78 premium payments.

No insurance payments shall be made for an employee after the effective date of his resignation.

The Superintendent may voluntarily waive health benefit coverage if the Superintendent elects to waive health benefits, he must provide written representation of alternate insurance coverage to the Board. If the Superintendent chooses to waive health benefits, he voluntarily waives the health benefits set forth in Paragraph A and shall be entitled to receive 25% of the premium cost saved by the Board of the program in which the administrator is eligible, up to a maximum payment of \$5,000. Payment will be made on June 30th.

G. Sick Leave:

The Superintendent shall be granted twelve (12) sick days annually, calculated and prorated on an annualized basis. In each school year, all sick days shall be available to the Superintendent on July 1st of that school year. If the Superintendent does not complete a Contract of Employment year, the number of days shall be prorated at one (1) sick day per month for completed months of service.

The unused portion of such sick leave, at the end of any school year, shall be cumulative. The Board of Education will provide Superintendent with written notice of accumulated sick leave by September 30 of the school year.

H. Membership Fees:

The Board shall pay one hundred percent (100%) of the Superintendent's membership fees and/or charges to the following: NJASA, ASA, NJPSA and ASCD, and, upon the prior approval of the Board, other professional/civic groups and organizations at the option of the Superintendent, which the Superintendent deems necessary to maintain and/or improve his professional skills.

I. Expense Reimbursement:

The Board shall reimburse the Superintendent for expenses incurred for travel and sustenance in the performance of the Superintendent's duties under this Contract of Employment in accordance with law. Mileage shall be paid from mileage vouchers according to "New Jersey Office of Management and Budget" rates per mile. The Superintendent shall be reimbursed for expenses pursuant to Board policy, upon prior approval of the Board, and pursuant to N.J.S.A.18A:11-12 and regulations promulgated thereunder. Expense reimbursement shall not include travel to and from the Superintendent's residence to the district.

J. Personal Notebook Computer:

The Board shall provide the Superintendent with a personal notebook computer which shall be used to carry out the Superintendent's duties under the terms and conditions of this Contract of Employment. The personal notebook computer shall remain the property of the District and shall be returned to the District upon the Superintendent's separation from service.

K. Tuition Reimbursement:

1. The Board shall reimburse the Superintendent for graduate school coursework that is part of a formal program of studies leading to the awarding of a Doctoral Degree in an area or discipline judged to be of benefit to the Board. Reimbursement shall be in the amount of up to six (6) credits per school year at a rate not to exceed the Rutgers University rate for graduate credits. No reimbursement shall be provided without an official transcript and copy of a

paid tuition bill. Courses shall be taken at an institution of the Superintendent's choosing, upon the prior written approval of the Board, and provided such coursework culminates in the acquisition of a Doctoral Degree conferred by a regionally accredited college or university as defined in N.J.A.C. 6A:9-2.1. Tuition reimbursement shall not be granted without the prior written approval of the Board as to the institution and the specific course.

If the Superintendent does not remain employed by the Board for a period of time, as provided below, following receipt of tuition reimbursement, the Superintendent shall be required to reimburse the Board as follows:

- i. The Superintendent must remain employed by the Board of Education for at least one calendar year following receipt of tuition reimbursement, or the Superintendent shall be required to repay 100% of said tuition reimbursement monies to the Board.
- ii. The Superintendent must remain employed by the Board of Education for at least two calendar years following receipt of tuition reimbursement, or the Superintendent shall be required to repay 75% of said tuition reimbursement monies to the Board.
- iii. The Superintendent must remain employed by the Board of Education for at least three calendar years following receipt of tuition reimbursement, or the Superintendent shall be required to repay 50% of said tuition reimbursement monies to the Board.

6. RETIREMENT OR SEPARATION FROM SERVICE

A. Accumulated Unused Sick Days:

Upon the Superintendent's retirement from employment with the District, the Board will pay all unused, accumulated sick days earned while an employee of the Board, in accordance with law. Payment shall be calculated at the Superintendent's daily rate of pay, based upon a 260-day work year, following his last day of employment. Pursuant to N.J.S.A. 18A:30-3.5, payment shall not exceed \$15,000.

The parties agree that, upon retirement, payment by the Board to the Superintendent for his accumulated, unused sick days shall be made within thirty (30) days of his last day of employment.

B. Accumulated Unused Vacation Days:

Upon the Superintendent's separation from employment with the District or retirement from employment with the District, the Board shall reimburse the Superintendent for up to thirty-one (31) accumulated unused vacation days earned while an employee of the Board, in accordance with law. Payment shall be calculated at the Superintendent's daily rate of pay, based upon a 260-day work year, following his last day of employment with the

District. Payment by the Board to the Superintendent for his unused vacation days shall be made within thirty (30) days of his separation from employment with the District.

C. Payment to Estate:

If the Superintendent dies before his Contract of Employment year is completed, payment for any accumulated unused vacation days due to the Superintendent shall be made to his estate in accordance with law.

7. EVALUATION

The Board shall evaluate the performance of the Superintendent in accordance with law. The Board and the Superintendent shall meet to review the Superintendent's performance and establish performance goals for the following school year. Each evaluation shall be in writing and shall represent a majority of the full membership of the Board. A copy shall be provided to the Superintendent, and the Board and the Superintendent shall meet to discuss the findings. The Board may meet in closed session to discuss the evaluation and the Superintendent's performance where a *Rice* notice has been served upon the Superintendent, giving notice that the Superintendent's employment will be discussed in closed session, and the Superintendent has not requested that the meeting be conducted in public. The evaluation shall include areas of commendation and recommendation and shall provide direction as to any aspects of performance that are in need of improvement. The evaluations shall be based upon the goals and objectives of the District and the Board of Education, the responsibilities of the Superintendent as set forth in his job description and provide for such other criteria as the State Board of Education shall by regulation prescribe. It shall be the Board's responsibility to ensure completion of the annual evaluation of the Superintendent. 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. The Superintendent shall receive a copy of any backup forms utilized in the evaluation process. The evaluation format shall be developed and approved jointly by the Board and the Superintendent within ninety (90) days of the execution of this Contract of Employment. On or before June 30 of each school year, 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.

8. TERMINATION OF CONTRACT OF EMPLOYMENT

This Contract of Employment may be terminated by:

- A. Mutual agreement of the parties;
- B. Unilateral termination by the Superintendent upon ninety (90) days written notice to the Board;
- C. Notification in writing by the Board to the Superintendent at least One Hundred Eighty (180) days prior to the expiration of this Contract of Employment, of the

Board's intent not to renew this Contract of Employment;

D. In the event that the Superintendent's certificate is revoked, this Contract of Employment shall become null and void as of the date of revocation; or

E. Actions consistent with law.

9. PROFESSIONAL LIABILITY

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

10. EXTENSION OF CONTRACT OF EMPLOYMENT

Any extension of this Contract of Employment shall be by mutual agreement of the parties and must be set forth in a written agreement signed by the parties, and upon the prior approval of the Executive County Superintendent.

11. COMPLETE AGREEMENT

This Contract of Employment embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties and the prior approval of the Executive County Superintendent.

12. MODIFICATION

The terms and conditions of this Contract of Employment shall not be modified except by the written consent of both Parties hereto and after review and approval by the Executive County Superintendent. Any amendments to this Contract of Employment shall not create a new Contract of Employment or Contract term but shall only constitute an amendment to the existing Contract of Employment.

13. CONFLICTS

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

14. SAVINGS CLAUSE

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

Contract of Employment is contrary to federal or state law, the remainder of the Contract of Employment not affected by such a ruling shall remain in force.


WHEREAS, the Superintendent approves the terms and conditions of this Contract of Employment, and agrees to be bound by same; and

WHEREAS, this Contract of Employment has been approved by a vote of the Members of the Board of Education at its meeting of June 21, 2021 said action having been made a part of the official minutes of that meeting.

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



Witness:



MICHAEL PORTAS
Superintendent of Schools



Witness:



Board President
Pequannock Board of Education

SUPERINTENDENT

Detailed Statement of Contract Costs

District: Pequannock Board of Education

Name: Michael Portas

District Grade Span: K-12

On Roll Students as of 10-15 of the prior year: 2062

	Year 1	Year 2	Year 3	Year 4	Year 5
Contract Term:	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Salary					
Base Salary:	\$180,000.00	\$184,860.00	\$190,036.00	\$195,547.00	\$201,413.00
Shared Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Longevity	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL SALARY	\$180,000.00	\$184,860.00	\$190,036.00	\$195,547.00	\$201,413.00
Additional Salary					
Quantitative Merit Goals	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Qualitative Merit Goals	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Additional Compensation - Describe:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Additional Salary	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
TOTAL ANNUAL SALARY PLUS ADDITIONAL COMPENSATION	\$185,000.00	\$189,860.00	\$195,036.00	\$200,547.00	\$206,413.00
Total Premiums for:					
Health Insurance	\$34,385.00	\$37,480.00	\$40,853.00	\$44,530.00	\$48,538.00
Prescription Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Dental Insurance	\$1,393.00	\$1,435.00	\$1,478.00	\$1,522.00	\$1,568.00
Vision Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Disability Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Insurance - Describe:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Waiver of Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Cost of Premiums	\$35,778.00	\$38,915.00	\$42,331.00	\$46,052.00	\$50,106.00
Employee Contribution to Premiums as Per Law	\$12,035.00	\$13,118.00	\$14,299.00	\$15,586.00	\$16,988.00
TOTAL HEALTH BENEFITS COMPENSATION	\$23,743.00	\$25,797.00	\$28,032.00	\$30,466.00	\$33,118.00
Other Compensation					
Travel and Expense Reimbursement (Estimated Annual Cost)	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
Professional Development (Capped Amount or Estimated Annual Cost)	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
Tuition Reimbursement	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
Mentoring Expenses - Describe: SARP and mentor	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
National/State/County/Local/Other Dues	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Subscriptions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Computer for Home use, including supplies, maintenance, internet	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Other - Describe: Doctorate	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
TOTAL OTHER COMPENSATION	\$18,700.00	\$18,700.00	\$18,700.00	\$18,700.00	\$18,700.00
Sick and Vacation Compensation					
Max Paid for Unused Sick Leave Upon Retirement	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
Max Paid for Unused Vacation Leave - Retirement or Separation	\$21,461.54	\$22,041.00	\$22,658.14	\$23,315.22	\$24,014.63
Total Sick and Vacation Compensation	\$36,461.54	\$37,041.00	\$37,658.14	\$38,315.22	\$39,014.63
TOTAL CONTRACT COSTS	\$263,904.54	\$271,398.00	\$279,426.14	\$288,028.22	\$297,245.63