

**CONTRACT OF EMPLOYMENT**

**THIS CONTRACT OF EMPLOYMENT** is made and entered into this 19<sup>th</sup> day of August, by and between the **Watchung Board of Education**, with offices located at 1 Dr. Parenty Way, Watchung, New Jersey 07069 (hereinafter the "Board")

and

**Mr. George Alexis**, 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. Alexis 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 \_\_\_\_\_, 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 George Alexis as the Superintendent of the Watchung Board of Education for the period beginning on October 1, 2019, or as soon thereafter as Mr. Alexis is able to begin his employment but in no case later than November 1, 2019, and ending at midnight on June 30, 2023.

## 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. carry 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. recommend 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. attend 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. School Administrators' Residency Program (SARP), and pay for or reimburse the Superintendent for the costs associated with such attendance at the SARP and the State-required Superintendent mentoring. Any payments or reimbursements shall be made in accordance with Board policy.

#### 4. **COMPENSATION**

##### A. Salary:

For the 2019-2020 school year, the Board shall pay the Superintendent an annual salary of One Hundred Seventy Thousand Dollars (\$170,000.00), prorated. If the Superintendent does not complete the 2019-2020 school year, the annual salary shall be further prorated based upon the number of days employed during the school year.

For the 2020-2021 school year, the Board shall pay the Superintendent an annual salary of One Hundred Seventy-Five Thousand Dollars (\$175,000.00); calculated and prorated on an annual basis. If the Superintendent does not complete the 2020-2021 school year, the annual salary shall be prorated based upon the number of days employed during the school year.

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

year.

For the 2022-2023 school year, the Board shall pay the Superintendent an annual salary of One Hundred Eighty-Five Thousand Dollars (\$185,000.00), calculated and prorated on an annual basis. If the Superintendent does not complete the 2022-2023 school year, the annual salary shall be prorated based upon the number of days 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. 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.

5. **BENEFITS**

A. Vacation Days/Holidays:

For the 2019-2020 school year, the Superintendent shall be granted seventeen (17) vacation days, all of which shall be available to the Superintendent at the start of this Contract of Employment. If the Superintendent does not complete the Contract of Employment year, the number of days shall be prorated at 1.70 vacation days per month for the completed months of service.

For the 2020-2021, 2021-2022, and 2022-2023 school years, the Superintendent shall be granted twenty (20) vacation days annually, calculated and prorated on an annualized basis. In each school year, all vacation days shall be available to the Superintendent on July 1<sup>st</sup> of that school year. If the Superintendent does not complete a Contract of Employment year, the number of days shall be prorated at 1.67 vacation days per month for completed months of service.

The Superintendent shall, if possible, take vacation time during periods when school is not in session. If the Superintendent plans to take more than three (3) consecutive vacation days when school is in session, he will seek the Board President's approval. The Board President shall not unreasonably withhold the approval of the Superintendent's request to use vacation time when school is in session. The Board, through its Business Office, shall be responsible for maintaining written documentation of the Superintendent's earned, used and accrued vacation days.

If business demands prohibit the Superintendent from using all of his allotted vacation days in a given year, he may carry over up to fifteen (15) unused vacation days to be used during

the next school year pursuant to law. Any vacation days carried over from the previous year that are not used shall be forfeited.

The Superintendent shall be entitled to holidays, with pay, as set forth in the District calendar adopted annually by the Board for twelve-month employees.

B. Personal Days:

The Superintendent shall be granted four (4) personal days annually, without loss of salary, calculated and prorated on an annualized basis, all of which shall be available to the Superintendent at the start of this Contract of Employment. Personal days shall be used to conduct personal matters which require absence during school hours, to be used at the Superintendent's discretion. Except in cases of emergency, the Superintendent shall confirm personal leave use in accordance with District practice prior to the use of the leave. Unused personal days shall convert to sick days at the end of a Contract of Employment year and shall accumulate as provided by law. In no case shall the total number of unused sick days exceed fifteen (15) sick days for the Contract of Employment year.

C. Bereavement Leave:

The Superintendent shall be granted up to five (5) bereavement days with pay, per occurrence, for the purpose of attending to matters following a death in the Superintendent's immediate family. The term "immediate family" shall be defined as the Superintendent's spouse, partner, significant other, children, parents (including parents-in-law), brothers, and sisters of the Superintendent and his spouse, partner or significant other. The Superintendent shall be granted one (1) bereavement day with pay, per occurrence, for the death of a relative other than those specified above, at full pay.

D. 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. The Superintendent shall be responsible for contributing an amount established by P.L. 2011, Chapter 78 (Tier IV) toward the payment of medical benefit premiums. The contribution shall be made through payroll deduction.

The Superintendent may voluntarily waive health benefit coverage. If the Superintendent elects to waive health benefit coverage, he must provide written representation of alternate insurance coverage to the Board. If the Superintendent chooses to waive health benefit coverage he shall be entitled to a waiver payment of Four Thousand Dollars (\$4,000.00) regardless of the category of coverage to which he, and any of his dependents, would have been entitled. Half of the reimbursement shall be paid on July 15<sup>th</sup> and the other half shall be paid on January 15<sup>th</sup>. Waivers paid for less than one year shall be prorated. Said payment shall not be considered salary, nor will it be considered pensionable. The Business Office shall develop the forms by which the Superintendent shall waive coverage and apply for payment.

E. Sick Leave:

1. For the 2019-2020 school year, the Superintendent shall be granted ten (10) sick days, all of which shall be available to the Superintendent at the start of this Contract of Employment. If the Superintendent does not complete the Contract of Employment year, the number of days shall be prorated at one (1) sick day per month for the completed months of service.

For the 2020-2021, 2021-2022, and 2022-2023 school years, 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 1<sup>st</sup> 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. Unused sick leave may be accumulated from school year to school year. The Superintendent shall confirm absences resulting from personal illness in accordance with Board policies.

2. Upon initial employment with the District, the Superintendent shall receive a sick leave bank of forty (40) accumulated sick days to be used in the event of illness or injury. The forty (40) sick days shall be excluded from the Superintendent's accumulation of sick days for retirement compensation purposes as set forth at Article 6A of this Contract of Employment. Such forty (40) sick days shall only be used by the Superintendent in the event of illness, and such days shall reduce in number on a one-for-one basis as the Superintendent earns sick days at the Watchung School District.

F. Membership Fees:

The Board shall pay one hundred percent (100%) of the Superintendent's membership fees and/or charges to the following: NJASA, ASA, 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.

G. 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.

H. Personal Notebook Computer/Smart Phone:

The Board shall provide the Superintendent with a personal notebook computer and Smart Phone with unlimited cellular data plan, both of 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.

I. Tuition Reimbursement

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 institution of higher education 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.

J. Disability Insurance

The Board shall pay the premium, up to \$1500.00 per year, for the Superintendent to maintain a disability insurance plan.

K. Other Leaves of Absence

Temporary leave of absence with pay will be granted for jury duty, less any compensation received from jury duty.

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, in accordance with law, for:

- i. up to seventeen (17) accumulated unused vacation days earned while an employee of the Board if the Superintendent separates from employment with the District at the end of the 2019-2020 school year;
- ii. up to thirty-two (32) accumulated unused vacation days earned while an employee of the Board if the Superintendent separates from employment with the District at the end of the 2020-2021 school year;
- iii. up to thirty-five (35) accumulated unused vacation days if the Superintendent separates from employment with the District at the end of the 2021-2022 or 2022-2023 school year.

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 Twenty (120) 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**

Pursuant to State Law, 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. RENEWAL**

This Employment Contract shall automatically renew for a term of 4 calendar years, expiring July 1, 2027 unless either of the following occurs:

- A. the Board by contract reappoints the Superintendent for a different term allowable by law;
- B. the Board notifies the Superintendent in writing, prior to February 28, 2023 that he will not be reappointed at the end of the current term, in which case his employment shall cease upon the expiration of this Contract; or
- C. in accordance with such laws and regulation that would require nullification of this Contract.

**11. RELEASE OF PERSONNEL INFORMATION**

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; and, upon final approval of the Board, 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 an opportunity to review the material. The Superintendent shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Superintendent shall also have the right to submit a written answer to such material.

**12. 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.

**13. 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.

**14. 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.

**15. 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 8/19/19, 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.

Connie Harkowski  
Witness:

George Alexis  
George Alexis  
Superintendent of Schools

Maryanne Supten  
Witness:

Seena Ingrassia  
President  
Watchung Board of Education