

## EMPLOYMENT CONTRACT

**THIS EMPLOYMENT CONTRACT** is made and entered into this 29<sup>th</sup> day of June, 2023 by and between the **BOARD OF EDUCATION OF THE TOWNSHIP OF MOUNT OLIVE**, County of Morris, with offices located at 227 U.S. Hwy. 206, Suite 10, Flanders, NJ 07836 (hereinafter referred to as the "Board"), and Dr. Sumit Bangia (hereinafter Dr. Bangia or "the Superintendent").

**WHEREAS**, the Board desires to retain the services of Dr. Bangia as Superintendent of Schools for the Board and Dr. Bangia has agreed to serve in this capacity; and

**WHEREAS**, the Board and Dr. Bangia wish to embody in this contract the terms and conditions of their Agreement;

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

### 1. **EMPLOYMENT TERM**

The Board, in consideration of the promises herein contained of the Superintendent, hereby employs, and the Superintendent hereby accepts employment as Superintendent for a term commencing July 1, 2023 and ending June 30, 2026.

### 2. **CERTIFICATION**

The Superintendent represents that she is duly certified by the New Jersey State Board of Examiners to serve as Superintendent of Schools.

### 3. **SUPERINTENDENT RESPONSIBILITIES**

- A. The Superintendent shall be the chief executive and administrative officer of the Board and shall have general supervision over all aspects, including fiscal operations and instructional programs of the district. She shall faithfully perform the duties of Superintendent in accordance with the Laws of the State of New Jersey, Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board from time-to-time. The specific job description adopted by the Board, applicable to the position of Superintendent is incorporated by reference into this contract and shall be followed by the Superintendent.
- B. To devote her full time, skills, labor and attention to this employment during the term of this contract. Should the Superintendent wish to engage in any outside employment, the prior written permission of the majority of the full membership of the Board is required. If the Superintendent chooses to engage in such outside professional activities during weekends, off-duty hours, holidays, or on her vacation time, she shall retain any and all compensation and honoraria paid.
- C. To carry out the duties as may be assigned to her by the Board pertaining to the office of Superintendent and to make reports to the Board as may be required. The Board shall not substantially increase the duties of the Superintendent by assigning the duties or responsibilities of another position or title unless the parties agree upon additional compensation commensurate with such increase in duties and the additional compensation is reflected in an addendum to this Contract and such addendum has been approved by the Executive County Superintendent.

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- D. The Superintendent shall attend regular and special meetings of the Board without additional compensation and any other committee meetings and/or other meetings which are relevant to her job function. These meetings may be scheduled in the early weekday mornings and/or evenings and in special situations, on weekends.
- E. The Superintendent may attend those county, regional and State meetings that are necessary for her to keep informed of current matters affecting the Board.
- F. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out her duties.

#### 4. **COMPENSATION**

- A. Salary and Salary Increases: The Board shall pay the Superintendent an annual salary of \$215,000.00 (two-hundred and fifteen thousand dollars) for the 2023-24 school year. The Superintendent shall receive a three percent (3%) increase in her salary on each July 1st during each subsequent year of this Employment Contract, commencing on July 1, 2024. Pension contributions shall be withheld from the total salary amount in accordance with TPAF regulations. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other administrative staff.
- B. No Reduction in Compensation: During the term of this Contract, the Superintendent shall not be reduced in compensation except in accordance with N.J.S.A. 18A:17-20.2.
- C. Salary Reduction Annuity: The Superintendent shall have the right at any time during the Superintendent's employment, to take a reduction in salary and require the Board to use an amount corresponding to such reduction to purchase a tax-sheltered annuity and/or mutual fund investment in accordance with N.J.S.A. 18A:66-127, et seq. and applicable tax laws, including Sections 403 (b) and 457(b) of the Federal Internal Revenue Code. The maximum amount of reduction in salary authorized shall be the maximum tax deferral amount permitted by the Federal Internal Revenue Code. The Board shall match up to six percent (6%) annually and contribute those matching funds to the annuity or mutual fund investment selected by the Superintendent.

#### 5. **VACATION**

- A. The Superintendent shall be granted twenty-four (24) vacation days annually, all of which shall be available to the Superintendent on July 1<sup>st</sup> of each year, but shall be considered earned on a monthly pro-rata basis. School vacations and holidays between September and June constitute time off for the Superintendent for which she shall not be required to use her vacation days. However, the Superintendent understands that she may be required to report to work should there be a health, safety or other emergent issue affecting the District. The Superintendent may carry over up to fifteen (15) vacation days from one year to the next if she is precluded from using those days due to business demands. Those days must be utilized by June 30 of the next school year or are forfeited. The Superintendent shall be paid for up to fourteen (14) earned unused vacation days upon separation from employment at her per diem rate, calculated at 1/260 of her final year salary.
- B. The Superintendent shall be permitted to take vacation days upon prior notice and approval by the Board President or designee during the school year. Such approval shall not be unreasonably



withheld and shall not result in the Superintendent forfeiting vacation days during any year of this contract. During summer recess, the Superintendent shall use discretion and notify the Board President of the vacation schedule. The Superintendent shall be responsible for notifying the Business Administrator, Board Secretary, and payroll office of her attendance via the AESOP attendance system in advance of the time off, as set forth herein, or immediately upon her return to the District in the event of an unplanned absence, each time any leave is taken. The Superintendent and Board President shall periodically review the Superintendent's attendance record to assure correctness.

- C. The Superintendent shall be permitted to carry over any unused earned vacation days from the 2022-23 school year into this Agreement.
- D. Vacation leave not taken in a given year because of duties directly related to a state of emergency declared by the Governor may accumulate at the discretion of the board until, pursuant to a plan established by the board and the Superintendent, the leave is used or the Superintendent is compensated for that leave

## **6. HOLIDAYS**

The Superintendent shall be entitled to the same holidays and days off as other administrative personnel in the District.

## **7. SICK LEAVE**

The Superintendent shall be allowed twelve (12) days sick leave annually. The unused portion of such leave, at the end of each school year, shall be cumulative. The Superintendent will be paid for any unused accumulated sick days upon separation from employment and retirement with the Teacher Pension and Annuity Fund (TPAF) at her per diem rate (based upon 1/260) capped at \$15,000.00. The Superintendent shall be permitted to carry over any unused sick days from the 2022-23 school year into this Agreement. Payment for unused accumulated sick days shall be made to the Superintendent within sixty (60) days of the date of separation.

## **8. PERSONAL & FAMILY ILLNESS LEAVE**

The Superintendent shall receive five (5) personal days per year. Personal days may be taken with the prior notification to the Board President. Personal day usage shall be reflected on time-off records filed with the Board Secretary. If these days are not used, they shall be added to the Superintendent total cumulative sick leave. However, the Superintendent shall not be permitted to increase her total accumulation of sick days by more than fifteen (15) in any one year. (*N.J.S.A. 18A:30-7*) In addition to the leave rights the Superintendent may have under federal and/or state law, she shall be permitted to take leave, without loss of pay, for up to five (5) days per school year to care for an immediate family member suffering from an illness or injury. The Superintendent shall be permitted to carry over any unused personal days from the 2022-23 school year into this Agreement.

## **9. BEREAVEMENT LEAVE**

Up to five (5) days of bereavement leave shall be granted to the annually to the Superintendent upon the death of a spouse, parent, or child. Up to three (3) days of bereavement leave shall be granted annually upon the death of a brother, sister, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and other members of the immediate household.

#### **10. HEALTH INSURANCE**

- A. The Board shall provide, as part of the Superintendent's compensation, full family health, dental and prescription benefits which are the same as those provided to the other certificated staff. The Superintendent shall be responsible for all co-pays and deductibles. The Superintendent shall contribute to the plans in accordance with law.
- B. Said contribution will be automatically deducted from the Superintendent's salary payments in equal installments, corresponding with the payment schedule for other certified District personnel.
- C. The Superintendent may waive coverage in any of the health benefits plans if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board. The Superintendent will be paid four thousand dollars (\$4,000.00) for waiving such coverage.
- D. The Board shall provide the Superintendent a §125 cafeteria plan in accordance with P.L. 2011, ch. 78 and/or P.L. 2020, ch. 44.

#### **11. DISABILITY INSURANCE**

The Board shall reimburse the Superintendent, annually in an amount up to two thousand dollars (\$2,000.00) for her payment of premiums towards a disability insurance policy. The Superintendent shall submit proof of the premiums paid prior to receiving reimbursement.

#### **12. MILEAGE REIMBURSEMENT**

The Superintendent shall be reimbursed for District travel at the approved State of New Jersey mileage rate, in accordance with current law and New Jersey Office of Management and Budget (NJOMB) circulars. This shall not include regular daily commuting to and from work. The Superintendent shall supply the requisite documentation when seeking reimbursement

#### **13. COMPUTER & CELLULAR TELEPHONE**

The Board shall provide the Superintendent with a laptop, printer and mobile phone for business related purposes. They shall be the property of the Board. The Board shall be responsible for all internet/data service charges, insurance, maintenance, and software updates associated with these devices. These devices shall be replaced and upgraded as necessary. Incidental personal use of the devices shall be permitted.

#### **14. PROFESSIONAL MEMBERSHIPS & PUBLICATIONS**

The Superintendent shall be entitled to membership, at the Board's expense for professional dues in the following professional associations: AASA, NJASA, Morris County Association of School Administrators, and ASCD. The Superintendent may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.



## **15. PROFESSIONAL DEVELOPMENT AND TUITION REIMBURSEMENT**

The Superintendent shall be entitled at the Board's expense to attend the annual NJSBA Workshop and Convention, the annual NJASA Techspo conference, attend the NJASA Spring Conference and, attend one national conference per school year that the Superintendent determines to be valuable to her continued professional growth.

## **16. INDEMNIFICATION**

The Board shall defend, hold harmless and indemnify the Superintendent in accordance with the applicable State Law. The Board further agrees to cover the Superintendent under the Board's liability insurance policies, including employment practices liability coverage.

## **17. DISTRICT GOALS AND OBJECTIVES**

Within ninety (90) days of the execution of this Contract, or on a mutually acceptable date, the parties shall meet to establish the district's goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated, as hereinafter provided. On or prior to July 1<sup>st</sup> of each succeeding school year, or a mutually acceptable date, the parties will meet to establish the district's goals and objectives for the next succeeding school year, in the same manner and with the same effects heretofore described.

## **18. EVALUATION**

The Board shall evaluate the performance of the Superintendent at least once per year, on or before June 30<sup>th</sup> in accordance with statutes, regulations and Board policy relating to Superintendent evaluation. Each annual evaluation shall be in writing and shall represent a majority of the full membership of the Board. It shall be the Board's responsibility to ensure completion of the annual evaluation of the Superintendent. The Superintendent's annual 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. Before final Board action, a copy shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The annual evaluation shall be based upon the goals and objectives of the district, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent, and such other criteria as the State Board of Education shall by regulation prescribe. 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 in all instances where the Board deems performance to be unsatisfactory. The Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the evaluation in question. On or before the first day of each school year, or on an alternate mutually acceptable date, 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.

## **19. PERSONNEL RECORDS & REPRESENTATION**

The Superintendent shall have the right, upon request, to review the contents of her personnel file and to receive copies at Board expense of any documents contained therein. She shall be entitled to have a representative accompany her during such review. At least once every year, the Superintendent shall



have the right to indicate those documents and/or other materials in her file that she believes to be obsolete or otherwise inappropriate to retain; and only upon final approval of the majority of the full membership of the Board, such documents identified by her shall be destroyed subject to the requirements of the Open Public Records Act and the Records Destruction Act. No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in her personnel file unless she has had an opportunity to review the material. The Superintendent shall acknowledge that she has had the opportunity to review such material by affixing her 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.

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. Where the Superintendent has received a *Rice* notice and has opted to have the discussion in executive session, she shall have the right to address the board in executive session and bring an attorney to represent her. 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.

## 20. TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated by:

- (a) mutual agreement of the parties; or
- (b) unilateral termination by the Superintendent upon one-hundred and twenty (120) days written notice to the Board; or
- (c) notification in writing by the Board to the Superintendent on or before March 1, 2026 of the Board's intent not to renew this Contract. Any action by the Board to non-renew the Superintendent's employment shall be done by an affirmative vote of the majority of the full membership of the Board; or
- (d) in the event that the Superintendent's certificate is revoked or suspended, this Contract shall automatically terminate and become null and void as of the date of the revocation or loss of certification; or
- (e) tenure dismissal for unbecoming conduct, incapacity, inefficiency or other just cause in accordance with N.J.S.A. 18A:6-10 et seq.

The Superintendent shall notify the Board, in writing, of its obligations set forth in paragraph (c) on or before February 15, 2026. This provision shall not effect the Board's statutory obligation to timely notify the Superintendent of its intent not to renew this contract

## 21. COMPLETE AGREEMENT

This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties. Any modifications to this Contract must have prior approval of the Executive County Superintendent and will be subject to the notice and public hearing requirements of N.J.S.A. 18A:11-11.

## 22. CONFLICTS

In the event of any Conflict between the terms, conditions and provisions of this Contract and the provisions of the Board's policies or any permissive federal or State law, the terms of this Contract

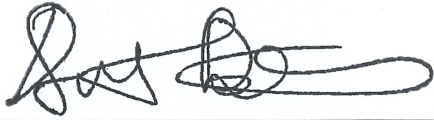


shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

### 23. SAVINGS CLAUSE

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

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



Dr. Sumit Bangia, Superintendent


DATED: 6-29-23

BOARD OF EDUCATION OF THE  
MT. OLIVE TOWNSHIP SCHOOL DISTRICT

By:   
Dr. Antoine Gayles, Board President

DATED: 6-29-23

WITNESS:

By:   
Lynn Jones, Board Secretary

DATED: 6-29-23