

EMPLOYMENT CONTRACT

IT IS hereby agreed by and between the BOARD OF EDUCATION OF THE SOMERSET COUNTY VOCATIONAL & TECHNICAL SCHOOLS, located in Bridgewater Township, County of Somerset, State of New Jersey, hereinafter referred to as the "Board" and Patrick Pelliccia, residing at [REDACTED] [REDACTED] New Jersey 08872 hereinafter referred to as the "Assistant Superintendent for Instruction"

WHEREAS, the Board and the Assistant Superintendent for Instruction jointly desire to enter into an agreement for the period of July 1, 2023 through June 30, 2024; and

NOW, THEREFORE, in consideration of receiving Assistant Superintendent for Instruction's goods and continued services, the Board recognizes fully all protections of tenure, due process, statutory and administrative code rights, entitlements and protections afforded to the Assistant Superintendent for Instruction as a matter of law and will respect and honor same fully.

1. The Assistant Superintendent for Instruction shall be paid an annual salary of \$129,051.00 and shall be prorated to reflect any partial year worked and paid in installments of one-twenty fourth (1/24th) in accordance with the schedule of salary payments in effect for other certified employees. Any required per diem adjustments to the Assistant Superintendent for Instruction's salary will be calculated as 1/260th of the annual salary.
2. Throughout the term of this contract, the Assistant Superintendent for Instruction shall be subject to discharge for good and just causes, provided, however, that the Board does not arbitrarily or capriciously call for his dismissal and that the Assistant Superintendent for Instruction shall have the right to written charges, notice of hearing, and a fair hearing before the Board if the Assistant Superintendent for Instruction chooses to be accompanied by legal counsel at the hearing, he will assume the cost of his legal expenses.
3. The Assistant Superintendent for Instruction shall furnish throughout the life of this contract a valid and appropriate certificate as defined by New Jersey Law to act as Assistant Superintendent for Instruction hereby agrees to devote his time, skill, labor and attention to said employment during the term. The Assistant Superintendent for Instruction, as a 12-month employee, shall devote his full time attention and energy to the business of the District and shall not engage in other employment or activities that would interfere with the performance of his duties as Assistant Superintendent for Instruction.
4. The Assistant Superintendent for Instruction shall report directly to the Superintendent, and will be responsible for promoting excellence in teaching and learning by providing leadership in the development and implementation of: curriculum and educational assessments; staff evaluations and professional development of districtwide academic and Career and Technical Education programs, and student services. The Assistant Superintendent for Instruction will participate in budget preparation and decisions regarding personnel matters. The Assistant Superintendent for Instruction shall have such powers and perform such other duties as may be prescribed necessary for the effective and efficient operation of the office of the Assistant Superintendent for Instruction, including computer, telephone, cellular phone, and copy and fax machine access.
5. The Board shall render legal defense in accordance with NJSA 18A:16-6. Indemnity of Officers and Employees against Civil Actions arising in the Course of the Performance of Duties and NJSA 18A:6-1. Indemnity of Officers and Employees in Certain Criminal Actions.
6. The Superintendent shall annually evaluate the performance of the Assistant Superintendent for Instruction in accordance with New Jersey statutes and regulations, and Board policy. The Assistant Superintendent for Instruction's performance shall be evaluated based upon goals mutually agreed upon by the Superintendent and the Assistant Superintendent for Instruction.

7. The Assistant Superintendent for Instruction shall receive twenty-two (22) days of vacation annually and shall be permitted to carry over no more than twenty-two (22) vacation days from year to year. Upon the Assistant Superintendent for Instruction's separation from employment in the District, the Board will pay the Assistant Superintendent for Instruction for all unused vacation days earned and accumulated that year at the per diem rate calculated as 1/260th of his salary at the time of separation.
8. Sick leave entitlement shall be fifteen (15) days annually. Sick days shall be accumulative in accordance with NJSA 18A:30-3. Upon retirement from the district and after ten (10) continuous years therein, the Assistant Superintendent for Instruction shall receive payment for accumulated, unused sick days on the basis of one (1) per diem day for every two (2) sick days accumulated up to a maximum of ninety (90) days of compensation, at a per diem rate of 1/260th of his salary, not to exceed the \$15,000.00 limit. Retirement from the district shall mean that the Assistant Superintendent for Instruction shall be terminating his full-time employment. Moneys are payable under this section to the Assistant Superintendent for Instruction who meets the years of service and age requirements to retire under TPAF.
9. Should the Assistant Superintendent for Instruction be unable to perform any or all of his duties by reason of illness, accident or other causes beyond his control and said disability extends beyond the limit of his sick days as granted by the Board and accumulated as per NJSA 18A: Chapter 30 compensation from the Board shall cease. Compensation shall be reinstated after the Assistant Superintendent for Instruction has returned to employment and undertaken the full discharge of his duties. If a question exists concerning the capacity of the Assistant Superintendent for Instruction to return to his duties, the Board may require the Administrator to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The said doctor shall be selected by the Board. The examination shall be done at the expense of the Board. The physician shall limit his or her report to those factors that prohibit the Assistant Superintendent for Instruction from performing his duties. Once it has been determined that the Assistant Superintendent for Instruction is disabled to a point where he can no longer perform his job, all of the District's obligations hereunder will cease.
10. Family medical coverage will be provided for healthcare insurance protection, including a dental and vision benefit insurance plan with any of the Board's current approved plans for the district. Pursuant to applicable law and regulation, the Assistant Superintendent for Instruction shall contribute an amount toward payment of premiums. The Board shall provide disability insurance for the Assistant Superintendent for Instruction and pay directly to the insurance company for a policy which has a thirty day waiting period and a maximum limit of 66% of his salary.
11. The Assistant Superintendent for Instruction will be granted a maximum of three (3) personal days for matters such as illness of other members of the family, attendance at a funeral, personal business which cannot be handled outside business hours, unforeseeable emergencies, etc., as approved by the Superintendent. Unused days will be converted to accumulated sick days, provided that the fifteen (15) day accumulation limitation pursuant to N.J.S.A. 18A:30-7 is not exceeded.
12. The Assistant Superintendent for Instruction in case of a death in the immediate family shall be entitled to a maximum of seven (7) consecutive calendar days if the Assistant Superintendent for Instruction requires the same. The immediate family is defined as mother, father, sister, brother, child, grandparents, grandchild, spouse, spouse's parents, brother, sister, grandparents, or of any member of the family living in the same house as the Assistant Superintendent for Instruction.

13. The Board agrees to contribute, at its option, toward the cost of approved courses under the following conditions:
 - a) 100% of tuition for a maximum of 12 credits (Fiscal Year).
 - b) Credit cost reimbursement to be up to the current cost at Rutgers-The State University. Any charges above that credit cost will be borne by the Assistant Superintendent for Instruction.
 - c) Reimbursement will be made upon presentation of an official transcript showing a grade of at least (B) or higher or "pass" in a pass-fail course and a paid bill.
 - d) All courses must be taken at an accredited college or university, as recognized by the NJ Department of Education.
 - e) Such coursework must culminate in the acquisition of a graduate degree conferred by a duly accredited institution of higher education as defined in NJAC 6A:9-2.1.
14. The Board agrees to pay dues and fees on behalf of the Assistant Superintendent for Instruction to NJASA and any other organizations agreed to by the Board and the Assistant Superintendent for Instruction.
15. The Assistant Superintendent for Instruction shall be entitled to attend the Annual NJSBA/NJASA/NJASBO Workshop Conference and any other conference approved by the Superintendent and the Board. In addition, the Board agrees that the Assistant Superintendent for Instruction may attend professional development programs sponsored by the NJASA, NJSBA and any other professional associations agreed to by the Superintendent or the Board. All fees and related travel expenses shall be reimbursed by the Board consistent with Board policy, state law, state regulations and applicable OMB circulars.
16. The Board shall provide the Assistant Superintendent for Instruction with a cellular telephone for business-related telephone call charges. This equipment shall remain the property of the Board and shall be returned to the Board upon the Assistant Superintendent for Instruction's separation from employment with the Board.
17. The Assistant Superintendent for Instruction will be entitled to eighteen (18) paid holidays each year. Holidays are designated on the approved school district calendar.
18. In the event of any conflict between the terms, conditions and provisions of this Employment Agreement and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Employment Agreement shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Agreement.
19. If, during the term of this Employment Agreement, it is found that a specific clause of the Employment Agreement is illegal in Federal or State law, the remainder of the Employment Agreement will not be affected by such a ruling and shall remain in force.
20. It is hereby agreed by the parties hereto that this contract may at any time be terminated by either party giving to the other sixty (60) calendar days' notice in writing of intention to terminate.
21. The Assistant Superintendent for Instruction shall fulfill all aspects of this Agreement, any exception thereto to be by mutual written consent of the Board and the Assistant Superintendent for Instruction.

22. The Board has approved the terms and conditions of this Employment Agreement.
23. The Assistant Superintendent for Instruction has approved the terms and conditions of this Employment Agreement.
24. Prior to any changes of this contract, proposed changes will be submitted to the Executive County Superintendent for approval.


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

ATTEST:

BOARD OF EDUCATION OF THE
SOMERSET COUNTY VOCATIONAL
& TECHNICAL SCHOOL DISTRICT

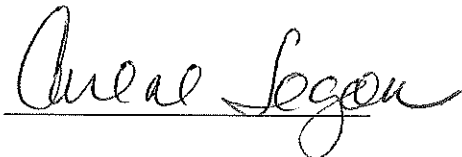


Raelene Sipple, Board Secretary



Gregory Lafavee, President

WITNESS:



Aureal Logan



Patrick Pelliccia

APPROVED: 5/22/2023