PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

State of New Jersey
DEPARTMENT OF EDUCATION
Sussex County Office of Education
262 White Lake Road
Sparta, NJ 07871
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Angelica Allen-McMillan, Ed.D.
Acting Commissioner

DR. GAYLE CARRICK ED.D.
Executive County Superintendent

May 25, 2021

Mr. Vincent Occhino
School Business Administrator
Green Township School District
P.O. Box 14
Greendell, NJ 07839

Dear Mr. Occhino:

I have reviewed the employment contract for Jennifer Cenatiempo, Superintendent of Schools in accordance with N.J.S.A. 18A:7-8(j) and to determine compliance with the standards adopted by the Commissioner of Education at N.J.A.C. 6A:23A-3.1. Based upon my review, I have determined that those provisions of the contract subject to my review are in compliance with applicable laws and regulations. Therefore, I approve the contract for a period commencing on August 1, 2021 (or July 1, 2021 if released sooner by her current employer) through July 1, 2024 with an annual salary of $147,500 for 2021-22; $153,000 for 2022-2023; and $156,060 for 2023-2024.

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

Kindly submit a copy of the signed contract once it is executed.

Sincerely,

Gayle Carrick
Executive County Superintendent

Cc: Dr. Lydia Furnari, Interim Superintendent/Director of Personnel & Staff Development

SUPERINTENDENT
CONTRACT OF EMPLOYMENT

THIS AGREEMENT is made this 1st day of _____ 2021 between the **BOARD OF EDUCATION OF GREEN TOWNSHIP**, Sussex county (hereafter to as the "Board"), P.O. Box 14, Greendell, New Jersey, 07839 and **JENNIFER CENATIEMPO**.

WITNESSETH:

WHEREAS, the Board desires to employ Ms. Cenatiempo as its Superintendent of Schools for the Green Township School District and Ms. Cenatiempo agrees to serve in this capacity; and

WHEREAS, the Board and Ms. Cenatiempo wish to embody in this contract the terms and conditions of their agreement;

NOW, THEREFORE, the Board and Ms. Cenatiempo for the consideration herein specified, agree as follows:

ARTICLE I
EMPLOYMENT

The Board hereby agrees to employ Ms. Cenatiempo as Superintendent for the period of August l, 2021 (or July 1, 2021 if released sooner by her current employer) through midnight (12 a.m.) July 1, 2024. The parties acknowledge that this agreement must be approved by the Sussex County Executive County Superintendent in accordance with applicable law and regulation.

ARTICLE II
CERTIFICATION

The parties acknowledge that Ms. Cenatiempo possesses the appropriate New Jersey administrative certification and School Administrator endorsement which certificate and endorsement is required in order for her to serve as Superintendent.

If at any time during the term of this Agreement, Ms. Cenatiempo's certification(s) is revoked, this Agreement shall be null and void as of the date of the revocation.

ARTICLE III
DUTIES

In consideration of employment, salary and fringe benefits established hereby, Ms. Cenatiempo hereby agrees to the following:

A. To faithfully perform the duties of Superintendent for the Board and to serve as the Chief School Administrator in accordance with the Laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, job description for the position and existing Board policies and those which are adopted by the Board in the future. A copy of the job description is annexed hereto and made a part hereof as Exhibit A.

B. To devote her full-time skills, labor, and attention to this employment during the term of this agreement; and, except as otherwise provided herein, further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without written permission of the Board. Said permission shall not be unreasonably withheld. Should the Superintendent choose to engage in such outside activities on weekends, on her vacation time, or at other times when she is not required to be present in the district, she shall retain any honorarium paid. The Superintendent shall notify the Board President in the event she is going to be away from the district on district business for two (2) or more school days in any week. Any time away from the district that is not for district business must be arranged in accordance with provisions in this contract governing time off. The Board recognizes that the demands of the Superintendent's position require to work long and irregular hours, and occasionally may require that she attend to district business outside of the district.

C. To study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, shall refer to her. The Board will not take action on any such criticisms, complaints, and/or suggestions until they are discussed by the Board members at a scheduled meeting of the Board and a consensus sought to direct the Superintendent to study, recommend, and/or take action.

D. To assume responsibility for the administration of the school district, including, but not limited to, programs, personnel, fiscal operations, instructional programs, and all duties and responsibilities therein. These duties and responsibilities will be performed and discharged by Ms. Cenatiempo or by staff at her direction.

E. The Superintendent shall 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, (except where a Rice notice has been served upon the Superintendent notifying her that her employment will be discussed in closed session, and the Superintendent had not requested that the meeting be conducted in public or where the Superintendent has a conflict of interest), and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the school district. In the event that the Superintendent is served with a Rice notice and she chooses to have the ensuing discussion in closed session, at a minimum, she shall have the opportunity to address the Board in closed session and to bring a representative of her choosing.

F. To suggest, from time to time, regulations, policies, and procedures deemed necessity for compliance with law and/or for the well-being of the schools.

G. To 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, provided it is consistent with the role and responsibility of chief school administrator. Superintendent shall at all times, adhere to all applicable federal and state statutes, titles, regulations, and executive orders, as well as district policies and regulations. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out her duties.

ARTICLE IV
SALARY and BENEFITS

1. **Salary:**

a. The Board shall provide Ms. Cenatiempo a base salary in each year of the contract as follows:

Year 1 - $147,500.00
Year 2 - $153,000.00
Year 3 - $156,060.00

b. Payment to Estate: If the Superintendent dies before her contract of employment is completed, payment for any accumulated unused vacation days due to the Superintendent shall be made to her estate in accordance with the law.

2. **Sick Leave:** Ms. Cenatiempo 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 in accordance with the provisions of Title 18A. Upon retirement from the district and notice to the Board, unused sick days will be reimbursed, at the rate of $75.00 per day. Reimbursement for sick days shall be consistent with the law in effect at the time this contract is signed. Such payment shall not exceed $15,000 and any such payment shall be made by the Board within thirty (30) days of the Superintendent's last day of employment. Accumulated unused sick leave compensation shall not be paid to Ms. Cenatiempo's estate or beneficiaries in the event of death prior to retirement.

3. **Vacation:** Ms. Cenatiempo shall be granted twenty (20) vacation days annually, which shall be considered earned on a monthly pro-rata basis, although all days shall be available on July 1. Ms. Cenatiempo may take vacation during the school year upon reasonable notice to the Board President. School vacations between September and June do not constitute time off for the Superintendent unless she uses her leave time. The Superintendent is expected to attend to the business of the district as required for the smooth and efficient operation of the school district. The Superintendent may carry over five (5) unused vacation days to the next year only. Any other days not used shall be forfeited. Upon separation from service, the Superintendent shall be paid for all

earned and unused accumulated vacation days at the rate of 1/260 her then salary. Said payment shall be made within thirty (30) days of the date of separation.

4. **Personal Leave:** Ms. Cenatiempo shall be granted four (4) days of absence annually for personal matters which require absence during school hours, to be used at her discretion. These days are not cumulative from year to year. In addition, there shall be no payment for unused days.

5. **Other Leave:** Ms. Cenatiempo shall be entitled to the following leave of absence annually at full pay:

a. Bereavement - up to five (5) days for the death of an immediate family member. All family leave days specified in this paragraph shall not be cumulative. Immediate family shall include spouse, domestic partner as domestic partner is defined in New Jersey statute, child, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, father, step-father, step-father-in-law, mother, step-mother or stepmother-in-law.

b. Bereavement (non-immediate family) - one (l) day for a death in other than immediate family. Other than immediate family is defined as aunt, uncle, niece, nephew or first cousin of the employee or their spouse/domestic partner.

c. Holidays - Ms. Cenatiempo shall be entitled to the paid holidays as per the Board approved school calendar including July 4, Labor Day, Thanksgiving Day and the day after Thanksgiving Day, Christmas Eve, Christmas Day, News Year's Eve, New Year's Day, Good Friday, Memorial Day and President's Day.

6. **Health Benefits:** Ms. Cenatiempo shall be entitled to the same health benefits as the district's full-time certified and non-certified staff. In the event health benefits are revised for the district during the term of this Agreement, Ms. Cenatiempo will be provided the option of maintaining a "look alike" policy to the current health plan, if permissible. The Superintendent shall contribute towards the cost of her health benefits at the contribution level of the New Jersey Educators Health Plan or other specified plan under Chapter 44. . The premium shall be paid by the Superintendent through payroll deduction. At the Superintendent's option she may waive her health benefits coverage, with proof of alternate coverage, and be paid an annual stipend of five thousand dollars ($5,000). Said stipend will be paid in two equal parts in December and June of the contract year.

7. **Tuition Reimbursement:** Ms. Cenatiempo shall be reimbursed, annually, by the Board for her actual tuition costs in connection with those courses of studies successfully completed with a grade of "B" or higher at a duly accredited institution of higher education, pursuant to N.J.S.A. 18A:6-8.5, that are approved in advance by the Board, in an amount not to exceed $5,000.00. This applies to any courses which commence on or after July 1, 2021. In the event, that the Superintendent should voluntarily leave the district in year one of this contract the District shall be fully reimbursed for any course which received compensation. In years two or three, the district

shall be reimbursed for 50%. This requirement may be waived by the Board at the time of its occurrence.

8. **Professional Membership and Dues:** The Board shall pay the actual cost of annual membership dues for professional organizations; such annual dues are not to exceed $3,000 annually.

The Board encourages professional growth of the Superintendent through her participation in a variety of activities, programs, conferences and seminars. Through its encouragement, the Board shall permit a reasonable amount of release time for the Superintendent to attend such events subject to the limitations cited in N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7.1 *et seq.*, and shall pay all necessary travel, lodging, registration and sustenance expenses for national, regional, state and county meetings as required, subject to prior approval of the Board and availability of funds.

It is agreed that in the absence of compelling circumstances requiring the presence of the Superintendent in the district, each school year the Superintendent may be entitled to attend the following: New Jersey School Boards Association, New Jersey Association of School Administrators, NJ Techspo, national conferences, and any other conferences approved by the Board of Education. Such approval for the aforesaid State of New Jersey conferences shall not be unreasonably withheld. Reimbursement for payment for hotel, meal and travel expenses shall be made in accordance with Board policies and shall be in compliance with the applicable Federal Office of Management and Budget (OMB) circular, and all applicable provisions of the New Jersey statutory and regulatory provisions and guidance, including N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-3.1. Travel costs will require formal Board approval.

9. **Mileage & Expenses:** The Board shall reimburse the Superintendent for business related mileage (excluding travel to and from work) in accordance with the NJOMB Circular and board policy. All other business expenses must be pre-approved by the Board President in order to be reimbursed.

10. **Phone & Laptop:** The Board will provide the Superintendent with a Smart Phone with Data Plan. The device will be purchased and maintained by the Green Township School District.

The Superintendent shall be provided a new laptop computer for school business use, which will be the property of the Green Township School District. She shall not be reimbursed for internet service.

ARTICLE V
MEDICAL EXAMINATION

The Superintendent shall undergo a medical exam at Board expense prior to commencing her duties as Superintendent pursuant N.J.S.A. 18A:16-2 and N.J.A.C. 6A:32-6.3. The examining physician shall certify to the Superintendent's medical fitness to perform the duties of Superintendent of Schools.

J.C.

M.B.

ARTICLE VI
ANNUAL EVALUATION

The Board shall evaluate the performance of the Superintendent at least once a year in accordance with statutes, regulations and Board policy relating to Superintendent evaluation. Said evaluation shall be completed by June 30 of each year. Each annual evaluation shall be in writing and shall represent the consensus of the Board. A copy of the proposed final evaluation shall be provided to the Superintendent, and she and the Board shall meet to discuss the findings before final action by the Board to approve same. The Board may meet in closed session to discuss the evaluation and her performance where a Rice notice has been served upon her giving notice that her employment will be discussed in closed session, and she has not requested that the meeting be conducted in public. The evaluations shall be based upon the criteria adopted by the Board, the goals and objectives of the district, and such other criteria as the State Board of Education shall by regulation prescribe. 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.

Within sixty (60) days of the commencement of this Employment Contract, 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, June 1 of each succeeding school year, 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 effect as heretofore described.

The parties also agree that the Board shall not hold any discussions or take any negative action, regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance. 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.

ARTICLE VII
TERMINATION OF EMPLOYMENT CONTRACT

A. This Agreement shall terminate, the Superintendent's employment will cease, and compensation shall thereafter not be paid, under any one of the following circumstances:

1. Failure to possess/obtain proper certification;
2. Revocation of the School Administrator's certificate, in which case this Agreement shall be null and void as of the date of revocation, as required by N.J.S.A. 18A:17-15.1;
3. Forfeiture under N.J.S.A. 2C:51-2;

4. Tenure dismissal pursuant to the requirements of N.J.S.A. 18A:17-20.2 including, but not limited to, for reasons of unbecoming conduct or other just cause;
5. Mutual agreement of the parties;
6. Notification in witting by the Board to the Superintendent at least 90 days prior to the expiration of this Agreement of the Board's intent not to renew this Agreement;
7. Purposeful misrepresentation of employment history, educational and professional credentials, and criminal background

B. Nothing in this Agreement shall affect the Board's rights with regard to suspension under N.J.S.A. 18A:6-8.3 and applicable case law.

C. The Superintendent may terminate this Employment Agreement upon at least 90 calendar days written notice to the Board, filed with the Board Secretary, of her intention to resign.

ARTICLE VIII
REAPPOINTMENT/NON-REAPPOINTIMENT

At the conclusion of the term of this Agreement, the Superintendent shall be deemed reappointed for another contractual term of three (3) school years unless either: a) the Board by contract reappoints her for a different term which term shall be not less than three nor more than five years, in which event reappointments thereafter shall be deemed for the new term unless a different term is again specified; or b) the Board notifies the Superintendent in writing that she will not be reappointed at the end of the current term, in which event her employment shall cease at the expiration of that term, provided that such notification shall be given prior to the expiration of the first or any subsequent contract by 90 days pursuant to N.J.S.A. 18A:17-20.1. The Superintendent shall remind the Board in writing of the requirements of this Article by February 1, 2024.

Any renewal, or modification of this Agreement shall comply with the notice provision of P. L. 2007, c.53, the School District Accountability Act and N.J.A.C. 6A:23A-3.3 *et seq.*

ARTICLE IX
COMPLETE AGREEMENT

This Agreement embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

ARTICLE X
SAVINGS CLAUSE AND CONFLICT CLAUSE

If, during the term of this Agreement, it is found that a specific clause of the agreement is illegal under federal or State law, the remainder of the Employment Agreement is not affected by such a ruling and shall remain in force. 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 federal or State law, the terms of this Employment Agreement shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Employment Agreement

Effective on this day of 2021.

SUPERINTENDENT

Jennifer Cenatiempo, Superintendent

WITNESS

Dated:

GREEN TOWNSHIP BOARD OF EDUCATION

Marie Bilik, President

WITNESS

Dated:

SUPERINTENDENT

Detailed Statement of Contract Costs

District: Green Township School District					
Name: Jennifer Cenatiempo					
Date BOE Authorized Submission to County Office					
District Grade Span	K-8				
On Roll Students as of 10-15	381				
	Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Contract Term:	**2021-22**	**2022-23**	**2023-24**	**2024-25**	**2025-26**
Salary					
Salary	$ 147,500	$ 153,000	$ 156,060	$ -	$ -
Longevity	$ -	$ -	$ -	$ -	$ -
Shared Service	$ -	$ -	$ -	$ -	$ -
Total Annual Salary	$ 147,500	$ 153,000	$ 156,060	$ -	$ -
Additional Salary					
Quantitative Merit Goals	$ -	$ -	$ -	$ -	$ -
Qualitative Merit Goals	$ -	$ -	$ -	$ -	$ -
Total Additional Salary	$ -	$ -	$ -	$ -	$ -
Total Annual Salary plus Additional Salary	$ 147,500	$ 153,000	$ 156,060	$ -	$ -
Board Contribution for Cost of Premiums for:					
Health Insurance	$ 40,090	$ 41,293	$ 42,531	$ -	$ -
Prescription Insurance	$ -	$ -	$ -	$ -	$ -
Dental Insurance	$ 845	$ 870	$ 896	$ -	$ -
Vision Insurance	$ 234	$ 241	$ 248	$ -	$ -
Disability Insurance	$ -	$ -	$ -	$ -	$ -
Long-term Care Insurance	$ -	$ -	$ -	$ -	$ -
Life Insurance	$ -	$ -	$ -	$ -	$ -
Other Insurance - Describe: Workers Compensation .7845/$1,000 of salary	$ 114	$ 116	$ 118	$ -	$ -
Waiver of Benefits	$ -	$ -	$ -	$ -	$ -
Section 125 Plan Reimbursements - Describe:	$ -	$ -	$ -	$ -	$ -
Board Contribution for Cost of Premiums	$ 41,283	$ 42,520	$ 43,793	$ -	$ -
Employee contribution to health benefits as per law	$ 9,609	$ 9,801	$ 9,997	$ -	$ -
Total Health Benefit Compensation	$ 31,674	$ 32,719	$ 33,796	$ -	$ -
Other Compensation					
Travel and Expense Reimbursement (Estimated Annual Cost)	$ 1,000	$ 1,000	$ 1,000	$ -	$ -
Professional Development (Capped Amount or Estimated Annual Cost)	$ -	$ -	$ -	$ -	$ -
Tuition Reimbursement	$ -	$ -	$ -	$ -	$ -
Mentoring Expenses - Describe:	$ -	$ -	$ -	$ -	$ -
National/State/County/Local/Other Dues	$ 3,000	$ 3,000	$ 3,000	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	$ 600	$ 600	$ 600	$ -	$ -
Computer for Home use, including supplies, maintenance, internet	$ 1,000	$ 1,000	$ 1,000	$ -	$ -
Other - Describe:	$ -	$ -	$ -	$ -	$ -
Total Other Compensation	$ 5,600	$ 5,600	$ 5,600	$ -	$ -
Sick and Vacation Compensation					
Max Paid for Unused Sick Leave Upon Retirement	$ -	$ -	$ -	$ -	$ -
Max Paid for Unused Vacation Leave - Retirement or Separation	$ -	$ -	$ -	$ -	$ -
Total Sick and Vacation Compensation	$ -	$ -	$ -	$ -	$ -
TOTAL CONTRACT COSTS	$ 184,774	$ 191,319	$ 195,456	$ -	$ -