

EMPLOYMENT CONTRACT FOR CHIEF SCHOOL ADMINISTRATOR

THIS AGREEMENT made by and between the **Tuckerton Elementary School Board of Education**, having its principal office located in Tuckerton, New Jersey, hereinafter referred to as "Board " and **Siobhan Grayson** whose address is [REDACTED] hereinafter referred to as "Superintendent/Principal."

WHEREAS, the Board desires to employ the Superintendent/Principal as the Chief Education Officer of the school district; and,

WHEREAS, the Board desires to provide the Superintendent/Principal with a written Employment Contract in order to enhance administrative continuity within the district and,

WHEREAS, the Board and The Superintendent/Principal desire a written Contract to describe specifically their relationship and to serve as the basis for effective communication between them as they fulfill their functions in the operation of the educational program at the Tuckerton Elementary School.

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;

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

ARTICLE I TERM OF EMPLOYMENT

The Board, in consideration of the promises of the Superintendent/Principal herein contained, hereby employs, and the Superintendent/Principal hereby accepts employment as the Superintendent/Principal of the Tuckerton Elementary School. The terms and conditions of employment contained herein shall be effective as of **July 1, 2025** and **shall remain in effect through June 30, 2028.**

The parties acknowledge that this Contract must be approved by the Ocean County Executive County Superintendent in accordance with applicable law and regulation.

ARTICLE II CERTIFICATION

The Superintendent/Principal shall hold a valid and appropriate certificate issued by the New Jersey Department of Education, to serve as a Superintendent/Principal. If, at any time during the term of this Contract, the Superintendent's certification(s) is revoked, this Contract shall be null and void as of the date of the revocation.

**ARTICLE III
DUTIES**

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

- A. To perform faithfully the duties of Superintendent of Schools 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, existing Board policies and those which are adopted by the Board in the future. All duties assigned to the Superintendent/Principal by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent/Principal.
- B. To assume the responsibilities for the selection, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable Board policies and directives. The Board shall not withhold its approval of any such recommendation of arbitrary or capricious reasons, all in accordance with N.J.S.A. 18A:27-4.1.
- C. To non-renew personnel pursuant to N.J.S.A. 18A:27-4.1, and to provide a written statement of reasons for non-renewal upon proper request to the employee.
- D. To review and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, shall refer to her. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out her duties.
- E. To assume responsibility for the administration of the affairs of the school district, including but not limited to programs, personnel, fiscal operations, and instructional programs. All duties and responsibilities therein will be performed and discharged by the Superintendent, or by staff, at the Superintendent's direction.
- F. To have a seat on the Board and have 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 chooses to have the ensuing discussion in closed session, at a minimum, she shall be given the opportunity to address the board, and to bring a representative of her choosing.

- G. To 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.
- H. 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. 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.

**ARTICLE IV
SALARY AND BENEFITS**

A. Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract , but it shall not be deemed that the Board and the Superintendent/Principal have entered into a new employment contract.

1. Salary

The Board agrees to pay and the Superintendent/Principal agrees to accept a salary as outlined below for the first year of the contract. Future compensation will be increased by 3% each year of the contract effective on each succeeding July 1.

2025-2026 Superintendent salary \$40,000 / Principal salary \$124,104	<i>Total salary \$164,105</i>
2026-2027 Superintendent salary \$41,200 / Principal salary \$127,827	<i>Total salary \$169,028</i>
2027-2028 Superintendent salary \$42,436 / Principal salary \$131,662	<i>Total salary \$174,099</i>

2. Salary reduction

During the term of this agreement, including any mutual extension thereof the Superintendent/Principal may not be dismissed or reduced in compensation for ineffectiveness, incompetence, unbecoming conduct or other just cause except as provided by law.

B. Sick Leave

On July 1st of each year of this agreement, the Superintendent/Principal shall be credited by the Board with a total of twelve (12) sick days. Sick days shall be cumulative for each year of the agreement and any sick days not used in any one year may be carried over to the next year or any successive year of this agreement in accordance with the provisions of Title 18A.

Upon retirement, the Superintendent/Principal shall be paid \$200.00 per day for any accumulated sick leave not to exceed the \$15,000 state mandated cap within 30 days of retirement Payment for unused sick leave shall be consistent with N.J.S.A. 18A:30-3.5 and 6A:23A-3.1(e)7.

C. Health Benefits

The Superintendent/Principal will participate in the same medical insurance coverage as all other school district employees and will contribute to the premium cost using the same premium contribution calculator that all other employees are subject to in accordance with PL 2020 Chapter 44. Health benefit coverage shall be individual or family

coverage.

D. Vacation Leave

1. The Superintendent/Principal shall be granted Twenty (20) vacation days for each school year, to be available on July 1st of each year of the Contract.
2. The Superintendent/Principal shall be permitted to take vacation days at any time, during the year.
3. The Superintendent/Principal may carry over up to 5 vacation days. Unused vacation days shall be paid at current per diem rate upon separation or retirement. Superintendent/Principal shall also follow the board approved summer hours schedule.
4. Upon separation or retirement from service, S.Grayson shall be paid for her unused accumulated vacation days calculated based on Superintendent's daily rate of pay, and upon a 260 day work year, immediately following her last day of employment. In the event this Contract is not renewed, earned but unused vacation time will be paid at the Superintendent/Principal's daily rate of pay, based upon a 260 work year, following her last day of employment. However, at the Board's discretion, the Board reserves the right to require the Superintendent/Principal to use her full vacation entitlement.

E. Holiday Leave

The Superintendent/Principal shall be entitled to all holidays and recesses during the school year indicated on the approved Board of Education school calendar for each year of this Employment Contract as well as the summer holidays of Independence Day and Labor Day.

F. Personal leave

The Superintendent/Principal shall be allowed three (3) days of paid leave annually, for personal matters, upon notification to the Board Secretary. Unused personal leave days shall be converted to accumulated sick leave on June 30th of each year.

G. Bereavement Leave

The Superintendent/Principal shall be allowed bereavement leave in keeping with the contractual provisions of all other certificated staff members.

H. Travel Expenses/Mileage Reimbursement

The Board of Education will reimburse the Superintendent/Principal for mileage costs when attending school related functions outside the District as well as mileage for returning to school for Board of Education meetings, work sessions and other school business. Mileage will be paid in accordance with the mileage amount approved by the latest NJ OMB Circular.

J. Professional Membership

The Superintendent/Principal shall be entitled to membership, at the Board's expense for professional dues in the following associations: NJASA, AASA, NJPSA, ASCD, NAEP, and the Ocean County Administrators Association and/or other organizations deemed important by the Superintendent and the Board. S. Grayson also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences. S. Grayson shall be entitled to attend the annual NJBSA/NJASA/NJASBO Workshop and Convention and the annual conference of NJASA including TECHSPO.

1. Professional Growth and Development

The Board encourages the continuing professional growth of the Superintendent/Principal through her participation, with the approval of the Board of Education, in professional growth and development activities including but not limited to the following:

- A. Programs**, seminars, workshops and other activities conducted or sponsored by local, state and national associations and/or school boards associations.
- B. Seminars** and/or courses offered by public or private educational institutions.
- C. Meetings** with other persons whose particular skills or backgrounds would serve to enhance the skills and capacity of the Superintendent/Principal/ to perform his professional responsibilities for the Board.
- D. Visits** to other educational institutions.

In its encouragement of the Superintendent/Principal's professional growth and development, the Board shall permit a reasonable amount of release time for said activities, which release time does not impinge upon or detract from the Superintendent/Principal's performance of his responsibilities and duties as the educational leader of Tuckerton Elementary School.

The Superintendent/Principal shall submit to the Board an annual Professional Growth Plan that incorporates the agreed upon goals and objectives.

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 Superintendent's personnel file upon the Superintendent's request. On or before June 1st of each year of this Employment Contract, 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.

7. Professional Liability

The Board agrees that it shall defend, hold harmless and indemnify the Superintendent/Principal from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent/Principal in his official capacity as the agent for and/or an employee of the Board, providing that the incident arises out of or in the course of the Superintendent/Principal acting within the scope of his employment and, as such, liability coverage is within the authority of the Board to provide under state law.

**ARTICLE V
EVALUATION**

A. The Board shall evaluate the performance of the Superintendent/Principal once a year, discuss it with the Superintendent/Principal, and approve the final draft at a BOE meeting prior to June 30th of each year of this contract. The Superintendent/Principal's annual evaluation shall be in writing, shall include areas of commendations and recommendations, and shall provide direction as to any areas of performance in need of improvement. Before final Board action, a copy shall be provided to the Superintendent/Principal, and the Superintendent/Principal and the Board shall meet in closed session 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 annual evaluation shall be based upon criteria adopted by the Board, the goals and objectives of the district, which shall include encouragement of student achievement, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent, the district's placement on the NJQSAC continuum (with respect to those DPRs that are within the Superintendent's control) and such other criteria as the State Board of Education shall by regulation prescribe.

B. Within sixty (60) days of the execution 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 mutually 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.

C. The parties also agree that 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. 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 VI
TERMINATION OF EMPLOYMENT CONTRACT**

- A.** This Employment Contract may be terminated by:
1. Failure to possess/obtain proper certification;
 2. Revocation or suspension of the Superintendent's certificate, in which case this Contract shall be null and void as of the date of revocation, as required by *N.J.S.A. 18A:17-15.1*;
 3. Forfeit under *N.J.S.A. 2C: 51-2*;
 4. Mutual agreement of the parties;
 5. Unilateral termination by S.Grayson upon (60) days of written notice or less if a suitable replacement is hired by the Board;
 6. Notification in writing by the Board to S.Grayson (90) days prior to the expiration of this Contract, of the Board's intent not to renew this Contract; or
 7. The Board for good and just cause only in accordance with the law *N.J.S.A. 18A: 17 et seq.*
- B.** In the event the Superintendent is arrested and charged with a criminal offense, which could result in forfeiture under *N.J.S.A. 2C: 51-2*, the Board reserves the right to suspend him/her pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment, unless the Board certifies contractual tenure charges.
- C.** Nothing in this Contract shall affect the Board's rights with regard to suspension under *N.J.S.A. 18A:6-8.3* and applicable case law.
- D.** The Superintendent may terminate this Employment Contract upon at least 90 calendar days written notice to the Board, filed with the Board Secretary, of his/her intention to resign.
- E.** The Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by paragraphs B. and C. supra and *N.J.S.A. 18A:17-20.2*, provided, however, that the Board shall have the authority to relieve the Superintendent of the performance of his/her duties in accordance with *N.J.S.A. 18A:27-9*, so long as it continues to pay his/her salary and benefits for the duration of the term. The parties understand that any early termination must comply with the provisions of P.L. 2007, c. 53, The School District Accountability -15- Act.
- F.** In the event the parties agree to terminate this Contract prior to its expiration date, and to relieve the Superintendent from the actual performance of his/her duties, upon the approval of the Commissioner of Education, the Board shall compensate

the Superintendent for either three (3) months' salary times the number of years remaining on this Contract or the remaining salary due to completion of this Contract, whichever is less, minus compensation from any and all other employment. It is understood that the Superintendent must make a good faith effort to find employment elsewhere as soon as possible and prior to the expiration date of the within Contract. The salary received by the Superintendent in such employment shall be deducted from the payments made to the Superintendent by the Board. Insurance benefits will be adjusted to reflect coverage, if any, in the new position. .

**ARTICLE VII
COMPLETE AGREEMENT**

This employment contract embodies the entire agreement between the parties hereto, and cannot be varied except by written amendment hereof, duly executed by the parties.

**ARTICLE VIII
SAVINGS CLAUSE**

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

**ARTICLE IX
RELEASE OF PERSONNEL INFORMATION
PERSONNEL RECORDS**

The Superintendent/Principal shall have the right, upon request, to review the contents of his/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/Principal shall have the right to indicate those documents and/or other materials in her file that she/he believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board, such documents identified by her shall be destroyed.

No material derogatory to the Superintendent/Principal'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/Principal 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/Principal shall also have the right to submit a written answer to such material.

Employment Agreement

Page 9 of 9

IN WITNESS WHEREOF, they set their hands and seals to this employment contract effective July 1, 2025.

Siobhan Grayson

Trisha Horner, Board of Education President
Tuckerton Borough School District