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By: . Howard J. McCoach  
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LUCILLE DAVY, COMMISSIONER	)	SUPERIOR COURT OF NEW JERSEY
OF THE DEPARTMENT OF	)	LAW DIVISION - MERCER COUNTY
EDUCATION,	)	
	)	
Plaintiff	)	DOCKET NO.
v.	)	
	)	VERIFIED COMPLAINT
BARBARA TRZESZKOWSKI,	)	IN SUPPORT OF A
KEANSBURG BOARD OF EDUCATION	)	DECLARATORY JUDGMENT
and KEANSBURG SCHOOL DISTRICT,	)	
	)	
Defendants.	)	

Plaintiff, Lucille Davy, Commissioner of the Department of Education, whose principal office is at 100 River View Plaza, Trenton, NJ 08625, by way of verified complaint against the Defendants says:

THE PARTIES

1. Plaintiff, Lucille Davy is the Commissioner of the Department of Education and was appointed by Governor Jon S. Corzine and confirmed by the Senate and is charged with supervision of all schools in the State of New Jersey.

2. Defendant, Barbara Trzeszkowski is the current superintendent of the Keansburg school district and has been so employed as superintendent since 1999. Trzeszkowski began working in Keansburg in January 1970 as a teacher and later as a principal before being appointed as superintendent.

3. Defendant, the Keansburg Board of Education is currently comprised of nine elected members: William Manoes, Kimberly Kelaher-Moran, Ann Marie Best, Yolanda Ann Commarato, Cindy Etkorn, Judy Ferraro, Robert Ketch, James Merkel and Christine Blum.

4. On information and belief, at the time the employment contract at issue in this matter was approved, the Keansburg Board of Education was comprised of the following members: James Cocuzza, Joseph W. Hazeldine, Patsy Acconzo, Jr., Annett Jacome, Patricia Hamilton, Edith L. Chimel, MaryAnn Franklin, Kimberly Kelaher Moran and Andrew Murray.

5. Defendant, the Keansburg school district is comprised of 2 primary schools, the Joseph C. Caruso and Fort Monmouth Road schools, one middle school, the Joseph R. Bolger Middle School and one high school, the Keansburg High School.

#### Factual Allegations

6. The Keansburg school district (hereinafter "Keansburg") is made up of approximately 1800 students with approximately 530 attending Keansburg High School.

7. Keansburg was first designated as an Abbott school district in 1990 and remains in this status in the 2007-08 school year.

8. For the 2008-09 school year, the designation of "Abbott" has been eliminated statewide and Keansburg will fall under the authority of the School Funding Reform Act of 2008 ("SFRA"), L. 2007, c.260, § 18. Under the SFRA, Keansburg will be held to similar requirements currently in place for Abbott districts.

9. For Fiscal Year 2006-2007, Keansburg received over \$34 million dollars in State aid, which accounted for approximately 80 percent of its school budget.

10. For Fiscal Year 2007-08, Keansburg received over \$31 million dollars in State aid, which accounted for approximately 77 percent of its school budget.

11. For Fiscal Year 2008-09, Keansburg is expected to receive close to \$33 million in total state aid which will constitute approximately 78 percent of its school budget.

12. Compared to other k-12 districts in New Jersey, Keansburg is within the top 15 highest spending school districts per pupil in all of New Jersey.

13. Pursuant to N.J.A.C. 6A:23-8.2, each district board of education must also prepare and submit a proposed budget in which the "advertised per pupil administrative costs does not exceed the lower of: (1) the district's adjusted pre-budget year per pupil

administrative costs or (2) the per pupil administrative cost limit for the district's region.

14. The administrative cap described in paragraph 13 above must include all administrative costs, including any severance packages or "buyouts" offered to administrative staff and therefore will limit Keansburg's current Board of Education as well as future Boards' ability to expend administrative costs.

15. This declaratory judgment action arises from a contract entered into on or about February 25, 2004 between Defendants, Barbara Trzeszkowski and former and current members of the Keansburg Board of Education (hereinafter "Keansburg Board of Education"). A true copy of the contract is attached as Exhibit A.

16. This employment contract between Trzeszkowski and the Keansburg Board of Education, was effective for the period, July 1, 2003 through June 30, 2008, and allowed for salaries according to the following schedule:

July 1, 2003 to June 30, 2004	--	\$141,770
July 1, 2004 to June 30, 2005	--	\$149,780
July 1, 2005 to June 30, 2006	--	\$157,269
July 1, 2006 to June 30, 2007	--	\$165,132
July 1, 2007 to June 30, 2008	--	\$173,389

17. The employment contract also allows additional merit increases beyond the amounts described in paragraph 16 above, "based on the Superintendent's progress toward achieving the district goals."

18. Upon separation of service, the contract provides that

Trzeszkowski was to receive "all unused accumulated sick days at the per diem rate of the Superintendent's final annual salary" with payment occurring in 3 equal installments. The contract also provides that "as of June 30, 2003, Trzeszkowski had 190.5 accumulated sick days." Exhibit A, at ¶13.

19. Under the contract, Trzeszkowski was also to "receive full payment of vacation days to which she is entitled" under the contract. Ibid.

20. The employment contract goes on "to provide [Trzeszkowski] a sum equal to one month's pay for each year of continuous service in the district if resignation/retirement occurs under the circumstances" established in the contract. This "severance" payout is to be made in five equal annual installments with the first payout to occur on July 15th after resignation or retirement. Ibid.

21. The employment contract allows for severance for all of Trzeszkowski's years of continuous service in the district, without regard to the position or title she held during those years. This contract calls for Trzeszkowski's calculation of her total severance payment to be based on her 2007-2008 salary, her last and highest year's salary as a superintendent. The terms in this paragraph and paragraph 20 above, will be hereinafter referred to as the "severance package".

22. On or about April 28, 2008, the Keansburg Board of

Education entered into an employment contract with Nicholas Eremita to serve as Superintendent of Schools effective July 1, 2008 through June 30, 2011. The contract sets forth the following salaries for the duration of the contract:

July 1, 2008 through June 30, 2009 - \$160,000  
July 1, 2009 through June 30, 2010 - \$166,400  
July 1, 2010 through June 30, 2011 - \$173,056

A true copy of the contract is attached as Exhibit B.

23. With regard to the Trzeszkowski employment contract, at the time that Trzeszkowski and the Keansburg Board of Education entered into it, the Keansburg Board knew or, based on readily accessible information available at that time, should have known that Trzeszkowski had already accrued a total of approximately 34 years of continuous service in the district.

24. Since this employment contract also did not specify when Trzeszkowski could resign or retire and receive the severance package, there was always the possibility that Trzeszkowski could have sought the severance package soon after her contract was entered into in February 2004.

25. Even though at the time of execution of the employment contract, the Keansburg Board of Education knew or should have known that Trzeszkowski would be immediately eligible for the severance package, the Keansburg Board of Education, without due regard to the fiscal impact such a contract would have on the district, still determined to enter into this employment contract

with Trzeszkowski.

26. On information and belief, based upon Trzeszkowski's current salary, Trzeszkowski is now seeking approximately \$170,137 for unused sick days and \$14,449 for vacation days and an additional \$556,290 under the severance package.

27. On information and belief, Trzeszkowski applied for and is scheduled to receive an annual pension of over \$100,000.00.

28. On information and belief, in May 2007, Trzeszkowski notified the Keansburg Board of Education of her intent not to renew her contract and to retire effective July 1, 2007. The employment contract between Trzeszkowski and the Keansburg Board of Education will expire by its own terms at midnight, June 30, 2008. Exhibit A, at §2.

29. On information and belief, the parties to the employment contract, pursuant to the terms of the employment contract entered into between Trzeszkowski and the Keansburg Board of Education, believe that Trzeszkowski will be entitled to receive approximately \$556,290 over a five-year period as a severance package based solely on her years of continuous service with the Keansburg school district even though this employment contract, in fact, expires on June 30, 2008.

30. The \$556,290 severance package is excessive, unreasonable and against public policy.

31. The severance package whereby Trzeszkowski is to receive

approximately \$556,290 is nothing more than a bonus given to Trzeszkowski at the time of her retirement and is contrary to law since there is a lack of valid consideration as between the parties to allow for this provision in the contract.

32. Since N.J.A.C. 6A:23-8.2, as described in paragraphs 13 and 14 above, requires the Keansburg Board of Education to include all administrative costs in its budget, the \$556,290 severance package offered to Trzeszkowski will have to be included in Keansburg's administrative costs for the next 5 years thereby causing Keansburg to have a lesser available amount of other administrative costs and still be under the cap. Stated another way, because this severance amount must be accounted for in Keansburg's budget for administrative costs and because administrative costs are capped, Keansburg will have much less to expend on the district's actual valid administrative needs for this year and for four more years.

#### Commissioner's Davy's Authority

33. Commissioner Davy has authority to supervise all New Jersey public schools under her inherent authority as Commissioner and also pursuant to, among other things, the 2008 Appropriations Act and the SFRA, §18, and prior to the SFRA, Abbott v. Burke, 149 N.J. 145, 189 (1997) ("Abbott IV"); Abbott v. Burke, 153 N.J. 480, 492 (1998) ("Abbott V") (collectively "Commissioner's Authority").

34. Commissioner Davy also appears on behalf of the citizens

of New Jersey, including those in the Township of Keansburg, pursuant to parens patriae, to protect the rights of citizens from the unreasonable and inappropriate spending of school funds and to ensure that school districts utilize their funds for the overall purpose of educating students, and not for the benefit of any individual or individuals.

35. The Commissioner's Authority includes to ensure that such districts expend state funds in an effective and efficient manner.

36. Pursuant to the Commissioner's Authority, the Commissioner can take necessary and/or affirmative action to ensure the effective and efficient expenditure of funds by school districts.

37. In exercising the Commissioner's authority to ensure the effective and efficient expenditure of funds, Commissioner Davy is not limited to any specific type of action she can consider to ensure that funds are spent appropriately, but rather, may implement whatever necessary or affirmative action she deems appropriate, including filing an action in Superior Court, as necessary, to ensure the appropriate expenditure of funds.

38. The severance package in the Trzeszkowski employment contract, is not an effective and efficient expenditure of funds.

39. That severance package is also excessive, unreasonable and against state law and public policy.

40. The severance provision is also contrary to law based on

the lack of consideration between the parties for the inclusion of that provision.

41. The Keansburg Board of Education members who approved and ratified Trzeszkowski's employment contract with this severance package breached their fiduciary obligation to the citizens of Keansburg and New Jersey to adequately protect the public funds in their care from inappropriate and excessive expenditures. To the extent that the Keansburg Board of Education supports the severance package, the Board is also breaching this same fiduciary obligation.

42. The severance package is also null and void because the contract inappropriately and intrusively binds future Boards for costs, including administrative costs, arising under the contract for five years after the contract has terminated.

43. On information and belief, the first of five installment payments for the severance provision is to be paid by the Keansburg Board of Education on July 15, 2008. Exhibit A, at ¶13.

44. On information and belief, the Keansburg Board of Education has decided not to make any payments on the severance package until this matter has been resolved. Based on this information, Commissioner Davy is not seeking a preliminary injunction to estop the Keansburg Board of Education from making any payments pursuant to this severance package during the pendency of this matter. If this information is found to be inaccurate or

the Keansburg Board determines to make such payments while this matter is pending, Commissioner Davy reserves the right to seek preliminary relief at that time.

**COUNT I**

45. Plaintiff repeats the allegations as set forth in Paragraphs 1 through 44 above and incorporates the same herein by reference.

46. Plaintiff, Commissioner Davy, is entitled to a judicial declaration pursuant to N.J.S.A. 2A:16-50 et seq. declaring that the severance package is null and void because it violates state law because it is not an effective and efficient expenditure of education funds and because public funds are being used to pay for this unreasonable and excessive provision.

**WHEREFORE**, plaintiff, Lucille Davy, Commissioner of the Department of Education, demands judgment against defendants declaring that the severance package, is null and void because it violates state law and that the Keansburg Board of Education shall not make any severance payments to Barbara Trzeszkowski based on the severance package; and

- (a) For the costs of this action; and
- (b) For attorney's fees for this action; and
- (c) For such other relief as the Court deems appropriate.

COUNT II

47. Plaintiff repeats the allegations as set forth in Paragraphs 1 through 46 above and incorporates the same herein by reference.

48. Plaintiff, Commissioner Davy, is entitled to a judicial declaration pursuant to N.J.S.A. 2A:16-50 et seq. declaring that the severance package is null and void because it violates New Jersey public policy where public funds are being used to pay for this unreasonable and excessive provision.

**WHEREFORE**, plaintiff, Lucille Davy, Commissioner of the Department of Education, demands judgment against defendants declaring that the severance package is null and void because it is against public policy and that the Keansburg Board of Education shall not make any severance payments to Barbara Trzeszkowski based on the severance package; and

- (a) For the costs of this action; and
- (b) For attorney's fees for this action; and
- (c) For such other relief as the Court deems appropriate.

COUNT III

49. Plaintiff repeats the allegations as set forth in Paragraphs 1 through 48 above and incorporates the same herein by reference.

50. Plaintiff, Commissioner Davy, is entitled to a judicial

declaration pursuant to N.J.S.A. 2A:16-50 et seq. declaring that the severance package is void because the Keansburg Board of Education members who approved and ratified Trzeszkowski's employment contract breached their fiduciary obligation to the citizens of Keansburg and New Jersey to adequately protect the public funds in their care from inappropriate and excessive expenditures. To the extent that the current Keansburg Board of Education supports the severance package, the Board is also breaching this same fiduciary obligation.

**WHEREFORE**, plaintiff, Lucille Davy, Commissioner of the Department of Education, demands judgment against defendants declaring that the severance package is null and void because it constitutes a breach of a fiduciary obligation of the Keansburg Board of Education to protect the citizens of Keansburg and New Jersey from inappropriate and excessive expenditures of public funds and that the Keansburg Board of Education shall not make any severance payments to Barbara Trzeszkowski based on the severance package; and

- (a) For the costs of this action; and
- (b) For attorney's fees for this action; and
- (c) For such other relief as the Court deems appropriate.

**COUNT IV**

51. Plaintiff repeats the allegations as set forth in

Paragraphs 1 through 50 above and incorporates the same herein by reference.

52. Plaintiff, Commissioner Davy, is entitled to a judicial declaration pursuant to N.J.S.A. 2A:16-50 et seq. declaring that the severance package is void because it lacked valid consideration as between the parties to allow for this provision in the contract.

**WHEREFORE**, plaintiff, Lucille Davy, Commissioner of the Department of Education, demands judgment against defendants declaring that the severance package is null and void because it lacks valid consideration and that the Keansburg Board of Education shall not make any severance payments to Barbara Trzeszkowski based on the severance package; and

- (a) For the costs of this action; and
- (b) For attorney's fees for this action; and
- (c) For such other relief as the Court deems appropriate.

**COUNT V**

53. Plaintiff repeats the allegations as set forth in Paragraphs 1 through 52 above and incorporates the same herein by reference.

54. Plaintiff, Commissioner Davy, is entitled to a judicial declaration pursuant to N.J.S.A. 2A:16-50 et seq. declaring that the severance package is void because it inappropriately and intrusively binds future Boards for costs, including administrative

costs, arising under the contract for five years after the contract has terminated;

**WHEREFORE**, plaintiff, Lucille Davy, Commissioner of the Department of Education, demands judgment against defendants declaring that the severance package is null and void because it inappropriately and intrusively binds future Boards for costs, including administrative costs, and that the Keansburg Board of Education shall not make any severance payments to Barbara Trzeszkowski based on the severance package; and

- (a) For the costs of this action; and
- (b) For attorney's fees for this action; and
- (c) For such other relief as the Court deems appropriate.

ANNE MILGRAM  
ATTORNEY GENERAL OF NEW JERSEY

DATED: May 30, 2008

By:   
Howard J. McCoach  
Assistant Attorney General

## VERIFICATION OF COMPLAINT

I, Lucille Davy, of full age, certify as follows:

1. I am the Commissioner of the New Jersey Department of Education and as such I am fully familiar with the facts set forth above and am duly authorized to verify this Complaint.

2. I have read the contents of the Verified Complaint and I hereby verify that the allegations contained therein are true to the best of my knowledge and belief.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.

*Lucille Davy*

Lucille Davy

Dated: May 30, 2008

DESIGNATION OF TRIAL COUNSEL

Assistant Attorneys General Howard J. McCoach and June Forrest are hereby designated as trial counsel in this matter.

ANNE MILGRAM  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiff,  
Commissioner Lucille Davy

By:   
Howard J. McCoach  
Assistant Attorney General

Dated: May 30, 2008

CERTIFICATION

Plaintiff hereby certifies pursuant to R. 4:5-1 that there are no other civil proceedings either pending or contemplated with respect to the matter in controversy herein and no other parties who should be joined to this action.

ANNE MILGRAM  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiff,  
Commissioner Lucille Davy

By:   
Howard J. McCoach  
Assistant Attorney General

Dated: May 30, 2008

CERTIFICATION

I, Howard J. McCoach, certify that Lucille Davy has acknowledged the genuineness of her signature and that the document or a copy with an original signature affixed will be filed if requested by the court or a party.

  
\_\_\_\_\_  
Howard J. McCoach  
Assistant Attorney General

Date: May 30, 2008

EMPLOYMENT AGREEMENT

IT IS on this 25<sup>th</sup> day of February 2007 agreed between BARBARA TRZESZKOWSKI, Superintendent of Schools, (hereinafter "Superintendent") and the BOROUGH OF KEANSBURG BOARD OF EDUCATION (hereinafter "the Board") that the following terms and conditions of employment will apply to the employment relationship existing between the Superintendent and the Board:

WHEREAS, ~~Barbara A. Trzeszkowski~~ is currently employed by the Keansburg Board of Education (hereinafter referred to as "the Board") as its Superintendent of Schools, and is serving under terms and conditions of a written employment contract that took effect on *July 1, 2003 and extends until June 30, 2008*; and

WHEREAS, it is in the best interest of the school district to provide for administrative stability and the completion of educational programs and facility projects and to minimize disruption to the school district;

*BE IT RESOLVED that entering into this Employment Contract replaces and supercedes all prior Employment Contracts between the Parties hereto. Signature to this Contract constitutes assent to a rescission of any and all prior Contracts as well as agreement to the terms of the new contract, herein..*

*BE IT FURTHER RESOLVED that Barbara A. Trzeszkowski be appointed as Superintendent of Schools for a term beginning July 1, 2003 and ending June 30, 2008; and,*

BE IT FURTHER RESOLVED that the Board approves the Employment Contract between the Board and the Superintendent attached hereto and directs the Board President to sign same on its behalf.

EXHIBIT A

1. RESPONSIBILITIES. The Superintendent will be employed as the chief school administrator of the Board Schools as that title is defined in N.J.S.A. 18A:17-20 and all other applicable law and shall be responsible for all duties commensurate with that office imposed by law or policy or other such duties as lawfully assigned.

The Superintendent shall be the chief executive and administrative officer of the Board and shall have general supervision over all aspects, including the fiscal operations and instructional programs of the district, and shall arrange the administrative and supervisory staff, including instruction and business affairs in a manner which, in her judgment, best serves the district. The selection, placement, transfer, renewal and dismissal of personnel, both instructional and non-instructional, shall occur only upon the recommendation of the Superintendent, subject to Board approval, and the non-renewal of personnel shall occur upon the Superintendent's notification to the employee and the Board.

The members of the Board, individually and collectively, will refer to the Superintendent any and all criticisms, complaints and suggestions concerning the operation and management of the district called to their attention. Any such references shall be 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. The Superintendent shall have the right to contact the Board attorney for legal assistance as the need arises in carrying out her duties.

All duties assigned to the Superintendent by the Board should be appropriate to and consistent with the professional role and responsibility of the Superintendent, and shall be set by Board Policy No. 206 and in the Superintendent's Job Description, which may be modified by mutual agreement from time to time, consistent with the intent set forth above. In the event the duties of the Superintendent increase substantially during the term of this Employment Contract by, e.g. taking on the duties of another position, the Board shall increase her compensation commensurate with the increased duties and responsibilities.

The parties agree that the Superintendent shall have the right to attend all Board meetings and committee meetings of the Board and she has the right to make recommendations to the Board committee with respect to any proposed action or policy. 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, is permitted to be present during such discussions, is given the opportunity to address the Board, and is permitted to have a representative of her choosing speak on her behalf. 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 discussion be held in public session, pursuant to the Open Public Meetings Act.

2. DURATION: The Board in consideration of the promises herein contained of the Superintendent, hereby employs and the Superintendent hereby accepts employment as Superintendent of Schools for a term commencing *July 1, 2003* and expiring *midnight June 30, 2008*. Any re-appointment or non-re-appointment following this term shall be governed by the provisions of N.J.S.A. 18A:17-20.1.

3. COMPENSATION: During the term of this Employment Contract, including any extension thereof, the Superintendent shall not be reduced in compensation, including salary and benefits. In no event shall the Superintendent's salary, leaves, medical and/or other insurance, and/or any other forms of compensation and benefits be less than that provided any other employee in the district. 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 have entered into a new employment contract.

4. SALARY: The Board will pay the following salary to the Superintendent:
- a. *Effective July 1, 2003, the Superintendent's salary shall be increased by 5.63% to equal \$141,770.*
  - b. *Effective July 1, 2004, the Superintendent's salary shall be increased by 5.65% to equal \$149,780.*
  - c. *Effective July 1, 2005, the Superintendent's salary shall be increased by 5% to equal \$157,269.*
  - d. *Effective July 1, 2006, the Superintendent's salary shall be increased by 5% to equal \$165,132.*
  - e. *Effective July 1, 2007, the Superintendent's salary shall be increased by 5% to equal \$173,389.*

*In no event shall the Superintendent's salary, leaves, medical and/or other insurance, and/or any other forms of compensation and benefits be less than that provided any other employee in the district.*

For this compensation, the Superintendent is expected to work full time plus any additional hours as reasonably required by the Board or reasonably necessary to timely and expeditiously complete her work. It is agreed that the Superintendent is exempt from overtime requirements imposed by either Federal or State law as an executive employee. The Superintendent or her designee and at her discretion shall also attend without added compensation such Board and other meetings which may be required by the Board.

5. ADDITIONAL MERIT INCREASES: Additional annual merit increases, beyond the minimum increases set forth above, may be provided, based on the Superintendent's progress toward achieving the district goals. These performance-based salary increases shall be granted on July 1<sup>st</sup> of each year of this Employment Contract and shall become part of the base salary for the school year immediately following the evaluation.

6. EXPENSES INCURRED WHEN TRAVELING ON BOARD BUSINESS: The Board recognizes that in the course of conducting school business certain expenses must be incurred by the Superintendent. It is the intent of the Board to reimburse the Superintendent for expenses incurred while traveling on or engaged in Board or District business, with business associates and/or board members, in the performance of the Superintendent's assigned responsibilities, provided such is useful and necessary for the furtherance of Board or District objectives, not to exceed \$150 per diem for expenses incurred in-state and \$175 per diem for expenses incurred out of state. *The Superintendent shall be entitled to any increase in per diem rates, as approved by the Board.*

It is recognized that the nature and amount of travel and business meeting expenses may vary with the objectives of each assignment and surrounding circumstances. It is further recognized that the Superintendent will incur various business-related expenses in the performance of her duties in representing the District. The Superintendent is expected to use good judgment in the disbursement of funds for these expenses. *All claims for reimbursement shall be supported with receipts, where possible, and shall be submitted by voucher and approved by the Board for payment.*

7. AUTOMOBILE ALLOWANCE: The Superintendent shall receive \$150.00 per month. This amount is exclusive of the mileage reimbursement, and shall be for the entire term of the agreement. *Reimbursement for mileage will be at the prevailing IRS rate.*

8. CELLULAR TELEPHONE: The Board shall issue to the Superintendent a cellular phone with pager, which is to be carried by the Superintendent during the work day to facilitate contact with the Superintendent in emergency situations. *The Superintendent shall be permitted to use this cellular telephone for personal use provided that any extra costs are paid for by the Superintendent.*

9. LAP-TOP: *The Board shall provide the Superintendent with a lap-top computer and other necessary equipment for her use while working at home. The Board shall be responsible for maintaining said computer.*

10. GOALS & OBJECTIVES: In fulfillment of N.J.A.C. 6:3-2.2, the Board and Superintendent shall meet yearly to establish board goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and be among the criteria by which the Superintendent is evaluated pursuant to the above referenced regulation. On or before August 1<sup>st</sup> of each succeeding school year, the Superintendent and the Board shall meet to establish Board goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described.

11. LEAVES OF ABSENCE:

A. Bereavement Leave

(a) The Superintendent shall be allowed a maximum of five school days absence in any year with full pay because of death within the immediate *household*. These days shall not be deducted from the accumulated sick leave. Immediate family is defined to include: husband, wife, parents, sisters, brothers, sons, daughters, mother-in-law and father-in-law.

(b) In case of death of a relative of the second degree, absence of one full day shall be allowed with full pay. This day shall not be deducted from the accumulated sick leave. A relative to the second degree is defined to include: aunt, uncle, grandparents, niece, nephew, cousin, in-laws, other than mother in-law and father in-law, and grandchildren.

B. Personal - Personal business is defined as leave used for any reason other than recreation, rest, or recuperation. The Superintendent shall have available a total of four personal days per year. These days may be taken without reasons being given upon 72 hours notice to the Board, except in cases of emergency, and are not to be taken immediately before or after a holiday, except in cases of emergency. Proof of emergency is to be furnished to the Board upon request.

Unused personal days at the end of each year shall be dealt with as follows: one-half the remaining days shall be designated as vacation days which must be used by the end of the school year following the year they were not used as personal days. The remaining one-half of the days not used as personal days shall be added to the employee's sick leave accumulation.

Additionally, there shall be *two (2)* floating personal days, which may be used over the life of the Contract. This day, if not used, shall be paid to the Superintendent as part of pay in the first quarter of the *second* year of the Contract, *no later than October 15<sup>th</sup> and again in the first quarter of the fourth year, no later than October 15<sup>th</sup>.*

C. Emergency Leave - In addition to personal leave, the Superintendent shall be eligible for one day of emergency leave per year. This is provided for matters of an emergency nature which arise without notice and which cannot be taken care of outside of work hours. The Superintendent may be required to describe with specificity the reasons for the emergency leave request, and to submit verification. Requests shall be subject to the approval of the Board.

D. Family Care Leave - Leave without pay for one (1) full school year or for the remainder of the year in which requested for purposes of caring for a sick member of the immediate family may be granted upon request. No work for compensation or other personal benefit may be engaged in by the employee during leave under this paragraph. Should the reason for the emergency leave end because of the death, recovery, or improvement in the health of the family member necessitating the leave, the Superintendent shall be permitted to work for compensation if her request to terminate the leave is rejected. The leave shall be without compensation, but the Superintendent's health benefits, at the district's expense, shall continue for the duration of the leave,

If the family member to be cared for is not sick then such leave shall commence only on September 1, January 1, or upon the first day of school upon reopening after Spring break.

E. Leave of Absence Due to Ill Health, Injury, or Other Grave Emergency  
The Superintendent may be granted a leave of absence for a maximum of one (1) school year on account of personal illness, accident, or other grave

emergency. Written application for such leave shall be made by the Superintendent to the Board, which shall make such investigation as may be deemed necessary to determine if the granting of such leave is in the best interest of the Superintendent, the students, and the school district.

Leaves of absence granted under this section shall be without *additional compensation over and above the sick leave pay*, but the Superintendent shall continue to have health benefits, at the district's expense, for the duration of the leave.

F. Notification - Should the Superintendent be absent from the district for more than three days for reasons of illness, personal business or in-service, the Superintendent shall contact the President of the Board or the Vice President to notify them of her absence.

12. SICK LEAVE: The Superintendent shall be entitled to twelve (12) sick days per year. The unused portion of sick leave, at the end of the school year, shall be cumulative.

13. SEPARATION FROM SERVICE: The Superintendent shall receive the following, as part of her compensation upon her separation from employment with the district:

Upon the Superintendent's separation from service with the district, the Board will pay *all unused accumulated sick days at the per diem rate of the Superintendent's final annual salary*. Throughout the term of this employment agreement, the Superintendent's per diem rate shall be calculated at  $1/240^{\text{th}}$  of her then current annual salary. *This benefit is payable in three (3) equal installments.. The first payment shall be made on the date retirement becomes effective as denoted on her retirement application. The second and third payments will become due on July 1<sup>st</sup> of the next two calendar years.* The Superintendent at the time of retirement or her estate at the time of death during the Contract term shall receive full payment of vacation days to which she is entitled at her then per diem rate. It is recognized and agreed that as of *June 30, 2003* the Superintendent has *190.5* accumulated sick days and *(0)* accumulated personal day.

The payment for accumulated days shall be based on additions and subtractions from these days as they occur after June 30, 2003. In the last year, before retirement of the Superintendent, she can receive a cash payment for all of her dues and convention costs. This is to be at no additional cost to the Board and is not intended to increase the annual salary of the Superintendent.

Continued Coverage. Upon the Superintendent's retirement, the Board will provide coverage to the Superintendent and her family under the Board's dental and visual insurance plans at the Board's expense, provided that she is covered under the "State Health Benefit Plan". *This provision shall survive the termination and/or expiration of this employment contract unless otherwise agreed to in writing.*

Definition. *For the purposes of this Employment Contract, "separation from employment" shall be meant to include, but not be limited to, the Superintendent's separation from the district or to death, incapacity, retirement, contract non-renewal, and/or voluntary or involuntary resignation.*

Payment to Estate. If the Superintendent dies before her Employment Contract year is completed, payment for her unused, accumulated vacation and sick days shall be made to her estate.

During the term of this contract, the Superintendent shall provide the district with not less than sixty (60) days notice of intent to resign and six (6) months notice of intent to retire. Notice shall be in writing to the Board President. *In the years 2003-04, 2004-05, 2005-06, 2006-07 and 2007-08, should the Superintendent resign or retire within each of the contract years, in recognition of the loyal and continuous service of the Superintendent, the Board agrees to provide to the Superintendent a sum equal to one month's pay for each year of continuous service in the district if resignation/retirement occurs under the circumstances of this paragraph. Severance pay under this section shall be made in five (5) equal installments. Payout would begin on July 15<sup>th</sup> after resignation retirement and continue on July 15<sup>th</sup> of each subsequent year of the five year installment.*

14. VACATION: The Superintendent shall be entitled to 28 days for the 2003-04 contract year, 29 days for the 2004-05 contract year, 30 days for the 2005-06 contract year and 31 days for the 2006-07 contract year and 32 days for the 2007-08 contract years. Vacation shall not be cumulative, but the Superintendent shall be compensated at her full per diem rate for any vacation days which have not been used on or before June 30<sup>th</sup> of each year of this agreement.

~~Unused vacation entitlement for the current year shall be submitted to the Board for payment by July 15th of each year of the Contract.~~

Unused vacation days shall be converted to a cash payment at the time of retirement or separation on the basis of the Superintendent's then current per-diem rate of pay. This benefit shall be payable to the Superintendent's estate should she die while still employed by the District.

At any time during the term of this Contract, upon agreement by the Board, the Superintendent shall be paid for vacation days in lieu of taking such days at the Superintendent's then current per diem rate of pay.

15. HOLIDAYS: The Superintendent shall be entitled to the following holidays:

- Independence Day,
- Labor Day
- Columbus Day
- Election Day
- N.J.E.A Convention (2 days)
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving
- Winter Vacation*
- Martin Luther King's Day

Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Easter Monday  
*Easter Tuesday*  
Memorial Day

~~16. MEDICAL INSURANCE:~~ The Superintendent shall be provided health insurance by the Board by such carriers with which the Board may from time to time contract. The Superintendent shall be provided the same benefits as all other full time administrators. The Board shall provide, as part of the Superintendent's compensation, the following medical insurance:

Major Medical/Hospitalization. The Board shall provide, at a minimum deductible cost to the Superintendent, the medical insurance plans, with full family coverage, that are provided to other professional employees of the district.

Dental Care. The Board shall provide the Superintendent with a program of dental care which provides full family coverage.

Visual Care. The Board shall provide the Superintendent with a visual care program, which provides full family coverage.

Uncovered Medical Expenses. In the event the medical insurance benefits provided to other employees is reduced during the term of this contract, the Board agrees to continue to provide the Superintendent with the same level of medical insurance as she receives as of the date of signing this Employment Contract, either by maintaining the same insurance benefits, or by paying the Superintendent's contribution for any increase in co-pays, additional out-of-pocket costs, or deductibles that result from the change.

Life Insurance. The Superintendent shall have a program of term-life insurance with premium paid by the Board for \$100,000 benefit. *This policy can be continued at the Superintendent's expense at the end of employment with the district.*

Disability Income Protection Insurance. The Board shall purchase a disability income-protection policy naming the Superintendent that will provide an income to the Superintendent equal to at least *seventy* percent (70%) of the contractual salary, with a thirty (30) day waiting period from the onset of the disability.

17. Liability Insurance. *The Board agrees to cover the Superintendent under the Board's liability insurance, including employment practice liability.*

18. ADMINISTRATIVE WORK DAY: As detailed in Section 3, Salary, the Superintendent shall devote all hours reasonably necessary to accomplish tasks assigned. It is agreed however, that a standard workday will comprise at the minimum the following, commencing at 8:00 a.m. and concluding at 4:00 p.m. When students are not in attendance, the Superintendent's standard workday shall be from 9:00 a.m. to 3:00 p.m. On all one-session days, the Superintendent shall remain one hour after the teacher's workday concludes.

The Superintendent shall be on summer hours commencing on the first day after the first student day in June and concluding on the day prior to the first student day in September. Summer hours shall be from 9:00 a.m. to 3:00 p.m. daily, Monday through Friday.

The hours stated in this section are to provide a minimum standard. It is recognized the Superintendent may need to work more hours to accomplish tasks assigned by law, policy or Board directive. Conversely, it is recognized the Superintendent may exercise discretion over hours during which she accomplishes those tasks subject to Board directive to assure her availability.

19. PROFESSIONAL ASSOCIATION DUES: The Board agrees to pay the annual dues for Superintendent's membership in the following professional organizations, which she may join: AASA, ASCD, NJASA, NJSBA, Monmouth County Round Table of Superintendents. Payment may be direct or by reimbursement but such payment will in no case be part of the Superintendent's base salary.

The Superintendent shall also attend one national and state convention of a professional organization of which she is a member. Attendance of same shall not exceed five days and three days respectively, and the reasonable expenses incurred for travel, food and lodging shall be paid by the Board upon submission of a voucher documenting said expenses. However, the total for expenses for each convention given to the Superintendent shall be a minimum amount of \$2,500 and shall be approved by the Board prior to each.

The Superintendent may, during any year of this Contract, upon agreement by the Board, be paid a cash payment equal to the cost of the State and National conventions. Thereafter, the Superintendent may pursue professional development at her own expense. The cost to the Board of this payment will not exceed Board Member reimbursement fee schedule for national and state conventions which include hotel, per diem allowance, cost of conference and airfare for national conventions only.

20. TUITION REIMBURSEMENT: The Board will reimburse the Superintendent for the cost of tuition for one doctoral level course per year if the Superintendent already is at a Master's level. As a prerequisite for reimbursement, the Superintendent must apply for and receive approval of the Board of Education President in writing. The Board will pay up to the per credit cost of doctoral courses at Rutgers University School of Education.

To receive payment, the Superintendent must submit a transcript showing she has successfully completed the course with a grade of "B" or better, and a receipt showing the actual cost. A passing grade is acceptable for a course that is only offered on a pass/fail basis, but if the course can be taken with a range of letter grades, it must be taken that way.

21. MEDICAL EXAMINATION & PERSONAL PROTECTION: In light of the unique nature of the professional duties of the Superintendent of Schools, the Board shall at its expense for costs which are usual and customary, provide to the Superintendent:

A. A complete medical examination of Superintendent not less than once every year.

The examining physician shall give any report of the medical examination directly and exclusively to the Superintendent. The Board shall be advised in writing by the physician solely concerning the continued physical fitness of the Superintendent to perform her duties and such report shall be confidential. Examination is to be performed by physician of the Superintendent's choice.

B. In the event the life or safety of the Superintendent or her family is threatened or otherwise appears in danger because of the performance of the Superintendent's official duties, the Board shall pay reasonable costs to be determined by a review of three quotes incident to the protection of the Superintendent and her family.

The Superintendent can request the Board to pay all or part of the charges.

Protection, if required, will be sought first from the regular police authorities.

22. TERMINATION OF EMPLOYMENT CONTRACT: *This Employment Contract may be terminated by:*

a) *mutual agreement of the parties;*

b) *unilateral termination by the Superintendent upon sixty (60) days written notice to the Board; or*

c) *notification in writing by the Board to the Superintendent, at least one (1) year prior to the expiration of this Employment Contract, of the Board's intent not to renew this Employment Contract. The Board agrees that, in the event of a non-renewal, it shall not unilaterally relieve the Superintendent of her duties during the term of this Employment Contract.*

23. SAVINGS CLAUSE: In the event that any provision of this Agreement shall at any time be declared invalid by legislative act or any court of competent jurisdiction, or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

24. RELEASE OF PERSONNEL INFORMATION. *The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act, codified at N.J.S.A. 47:1A-1, et seq., Executive Order No. 11 (November 15, 1974), Executive Order No. 21 (July 8, 2002), Executive Order No. 26 (August 13, 2002), and case law interpreting them. All information related to the Superintendent's performance, evaluation or any other discipline which the public is not otherwise entitled to access under law is deemed confidential and shall not be released to the public absent a written release by the Superintendent, or by a lawful order of a court of competent jurisdiction, or pursuant to a rule of a court of competent jurisdiction.*

25. PERSONNEL RECORDS. *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 him/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; such documents identified by her shall be destroyed.*

*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.*

27. REGIONALIZATION CONTINGENCY: If, at any time during the term of this Employment Contract (or any extension thereof), the district joins, creates, and/or becomes a regional or consolidated entity of any kind, or if the district becomes a non-operating district, or if, for any reason, the position of Superintendent is abolished or combined with a position for which the Superintendent does not hold the appropriate certificate, the Board shall pay the Superintendent a lump sum equal to the salary, benefits and emoluments that the Superintendent would have received under this Employment Contract (or any extension thereof) if she continued to be employed in that capacity. ~~The lump sum shall be paid to the Superintendent before:~~ (a) the newly created board is seated; (b) the district becomes a non-operating district; or (c) her position is combined with another. This provision shall not apply if the newly created board or entity: (i) appoints Barbara A. Trzeszkowski to the position of Superintendent and/or the Chief School Administrator of the newly created district or entity under terms and conditions which are at least equal to or greater than those provided herein, and (ii) Barbara A. Trzeszkowski accepts such appointment.

28. CONFLICTS: In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies or any permissive federal or state law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless prohibited by law.

29. PRE-EXISTING TENURE RIGHTS: Pursuant to N.J.S.A. 18A:17-20.4, the Superintendent retains all tenure rights accrued in any position which she/he previously held in the District. The Superintendent shall also continue to accrue seniority in all positions in which she achieved tenure in the District. The Superintendent shall have the right to assert all tenure and seniority rights in the event that the Board does not renew the Superintendent for any reason.

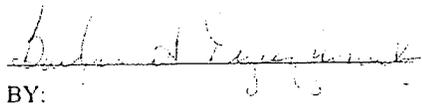
30. INDEMNIFICATION. The Board shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings of any kind brought against the Superintendent in her capacity as an agent and/or employee of the Board. If, in the good faith opinion of the Superintendent, a conflict exists in regard to the

*defense of any claim, demand or action brought against her, and the position of the Board in relation thereto, the Superintendent may engage her own legal counsel, in which event, the Board shall indemnify the Superintendent for the costs of her legal defense.*

31. COMPLETE AGREEMENT.

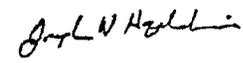
- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargained issues, which were the subject of negotiations.
- B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

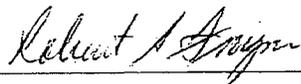
KEANSBURG BOARD OF EDUCATION

 BARBARA A. TRZESZKOWSKI  
BY:

ATTEST:

WITNESS:

  
\_\_\_\_\_  
BY:

  
\_\_\_\_\_  
BY:

RECOMMENDATIONS  
February 24, 2004

1

The Superintendent of Schools recommends positive action on the following items:

I. **PERSONNEL**

A. SUPERINTENDENT'S CONTRACT – 2003-04 TO 2007-08

Approve the contract for Mrs. Barbara A. Trzeszkowski, Superintendent, for the school years 2003-04 to 2007-08 as submitted and approved by the Negotiations Committee.

B. BUSINESS ADMINISTRATOR/BOARD SECRETARY – 2004 – 07

Approve the contract for Mr. Robert S. Finger, Business Administrator/Board Secretary, for the years 2004-07, as submitted and approved by the Negotiations Committee.

C. TENURE RESOLUTION

Approve the following resolution by which Robert S. Finger will gain tenure in the district:

**BE IT RESOLVED** by the Board of Education of the Borough of Keansburg that in accordance with **N.J.S.A. 18A:17-2**, the time period within which any Business Administrator/Board Secretary may attain tenure is hereby fixed at two years of full-time service; and

**WHEREAS**, the Board of Education of the Borough of Keansburg, in accordance with the provisions of **N.J.S.A. 18A:17-2**, hereby fixes the time period within which any Business Administrator/Board Secretary in the district may attain tenure; and

**WHEREAS**, Robert S. Finger is presently employed as full-time Business Administrator/Board Secretary within the district and has been so since January 1, 2002, which is in excess of two years;

**NOW THEREFORE BE IT RESOLVED**, by the Board of Education of the Borough of Keansburg, that Robert S. Finger, by virtue of the aforementioned Resolution, has acquired tenure in the district; and shall continue to serve as Business Administrator/Board Secretary with all rights and benefits accorded to tenured employees.

D. PROFESSIONAL PERSONNEL – JBMS

Approve the following individual for the position and pro-rated salary indicated:

e Hart, Shannon      Physical Education      BA-1 \$37,330      effective 2/1/04

Account #15-120-100-101-00-30-002 (25%)

Account #15-130-100-101-00-30-002 (75%)

**EMPLOYMENT AGREEMENT**

IT IS on this \_\_\_\_\_ day of \_\_\_\_\_ agreed between **NICHOLAS EREMITA, Superintendent of Schools**, (hereinafter "Superintendent") and the **BOROUGH OF KEANSBURG BOARD OF EDUCATION** (hereinafter "the Board") that the following terms and conditions of employment will apply to the employment relationship existing between the Superintendent and the Board:

WHEREAS, Nicholas Eremita is currently employed by the Keansburg Board of Education (hereinafter referred to as "the Board") as its Director of Grants and Curriculum Coordinator, and

WHEREAS, Nicholas Eremita was approved by the Board to serve as Superintendent of School pursuant to the terms and conditions of a written employment contract that takes effect on July 1, 2008 and extends until June 30, 2011; and

WHEREAS, it is in the best interest of the school district to provide for administrative stability and the completion of educational programs and facility projects and to minimize disruption to the school district;

BE IT RESOLVED that entering into this Employment Contract replaces and supercedes all prior Employment Contracts between the Parties hereto. Signature to this Contract constitutes assent to a rescission of any and all prior Contracts as well as agreement to the terms of the new contract, herein.

BE IT FURTHER RESOLVED that Nicholas Eremita be appointed as Superintendent of Schools for a term beginning July 1, 2008 and ending June 30, 2011; and,

BE IT FURTHER RESOLVED that the Board approves the Employment Contract between the Board and the Superintendent attached hereto and directs the Board President to sign same on its behalf.

1. **RESPONSIBILITIES:** The Superintendent will be employed as the chief school administrator of the Board Schools as that title is defined in N.J.S.A. 18A:17-20 and all other applicable law and shall be responsible for all duties commensurate with that office imposed by law or policy or other such duties as lawfully assigned.

Pursuant to *N.J.S.A. 18A:17-20, et seq.*, the Superintendent shall be the chief executive and administrative officer of the Board and shall have general supervision over all aspects, including the fiscal operations and instructional programs of the district, and shall arrange the administrative and supervisory staff, including instruction and business affairs in a manner which, in his judgment, best serves the district. The selection, placement, transfer, renewal and dismissal of personnel, both instructional and non-instructional, shall occur only upon the recommendation of the Superintendent, subject to Board approval, and the non-renewal of personnel shall occur upon the Superintendent's notification to the employee and the Board.

The members of the Board, individually and collectively, will refer to the Superintendent any and all criticisms, complaints and suggestions concerning the operation and management of the district called to their attention. Any such references shall be 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. The Superintendent shall have the right to contact the Board attorney for legal assistance as the need arises in carrying out his duties.

All duties assigned to the Superintendent by the Board should be appropriate to and consistent with the professional role and responsibility of the Superintendent, and shall be set by Board Policy No. 1230 and in the Superintendent's Job Description, which may be modified by mutual agreement from time to time, consistent with the intent set forth above. In the event the duties of the Superintendent increase substantially during the term of this Employment Contract by, e.g. taking on the duties of another position, the Board shall increase his compensation commensurate with the increased duties and responsibilities.

The parties agree that the Superintendent shall have the right to attend all Board meetings and committee meetings of the Board and he has the right to make recommendations to the Board committee with respect to any proposed action or policy. 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, is permitted to be present during such discussions, is given the opportunity to address the Board, and is permitted to have a representative of his choosing speak on his behalf. 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 discussion be held in public session, pursuant to the Open Public Meetings Act.

2. **DURATION:** The Board in consideration of the promises herein contained of the Superintendent, hereby employs and the Superintendent hereby accepts employment as Superintendent of Schools for a term commencing July 1, 2008 and expiring midnight June 30, 2011. Any re-appointment or non-re-appointment following this term shall be governed by the provisions of N.J.S.A. 18A:17-20.1.

3. **COMPENSATION:** During the term of this Employment Contract, including any extension thereof, the Superintendent shall not be reduced in compensation, including salary and benefits. In no event shall the Superintendent's salary, leaves, medical and/or other insurance, and/or any other forms of compensation and benefits be less than that provided any other employee in the district. 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 have entered into a new employment contract.

4. **SALARY:** The Board will pay the following salary to the Superintendent:
- a. Effective July 1, 2008, the Superintendent's annual salary shall be \$160,000.
  - b. Effective July 1, 2009, the Superintendent's annual salary shall be increased by 4% to equal \$166,400.
  - c. Effective July 1, 2010, the Superintendent's annual salary shall be increased by 4% to equal \$173,056.

In no event shall the Superintendent's salary, leaves, medical and/or other insurance, and/or any other forms of compensation and benefits be less than that provided any other employee in the district.

For this compensation, the Superintendent is expected to work full time plus any additional hours as reasonably required by the Board or reasonably necessary to timely and expeditiously complete his work. It is agreed that the Superintendent is exempt from overtime requirements imposed by either Federal or State law as an executive employee. The Superintendent or his designee and at his discretion shall also attend without added compensation such Board and other meetings which may be required by the Board.

5. **EXPENSES INCURRED WHEN TRAVELING ON BOARD BUSINESS:** The Board recognizes that in the course of conducting school business certain expenses must be incurred by the Superintendent. It is the intent of the Board to reimburse the Superintendent for expenses incurred while traveling on or engaged in Board or District business, with business associates and/or board members, in the performance of the Superintendent's assigned responsibilities, provided such is useful and necessary for the furtherance of Board or District objectives, shall be reimbursed pursuant to State laws and regulations regarding same.

It is recognized that the nature and amount of travel and business meeting expenses may vary with the objectives of each assignment and surrounding circumstances. It is further recognized that the Superintendent will incur various business-related expenses in the performance of his duties in representing the District. The Superintendent is expected to use good judgment in the disbursement of funds for these expenses. All claims for reimbursement shall be supported with

receipts, where possible, and shall be submitted by voucher and approved by the Board for payment.

6. **AUTOMOBILE ALLOWANCE:** The Superintendent shall receive \$150.00 per month. This amount is exclusive of the mileage reimbursement, and shall be for the entire term of the agreement. Reimbursement for mileage will be at the prevailing IRS rate. Mileage costs will not be reimbursed for travel to and from home or between schools within the District.

7. **CELLULAR TELEPHONE:** The Board shall issue to the Superintendent a cellular phone, which is to be carried by the Superintendent during the work day to facilitate contact with the Superintendent in emergency situations. The Superintendent shall be permitted to use this cellular telephone for incidental personal use. Said cellular telephone shall be returned to the Board upon termination of this Contract or other separation from employment.

8. **LAP-TOP:** The Board shall provide the Superintendent with a lap-top computer and other necessary equipment for his use while working at home. The Board shall be responsible for maintaining said computer. Said computer shall be returned to the Board upon termination of this Contract or other separation from employment.

9. **GOALS & OBJECTIVES:** In fulfillment of N.J.A.C. 6:3-2.2, the Board and Superintendent shall meet yearly to establish board goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and be among the criteria by which the Superintendent is evaluated pursuant to the above referenced regulation. On or before August 1<sup>st</sup> of each succeeding school year, the Superintendent and the Board shall meet to establish Board goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described.

10. **LEAVES OF ABSENCE:**

A. **Bereavement Leave**

(a) The Superintendent shall be allowed a maximum of five school days absence in any year with full pay because of death within the immediate family. These

days shall not be deducted from the accumulated sick leave. Immediate family is defined to include: husband, wife, parents, sisters, brothers, sons, daughters, mother-in-law and father-in-law.

(b) In case of death of a relative of the second degree, absence of one full day shall be allowed with full pay. This day shall not be deducted from the accumulated sick leave. A relative to the second degree is defined to include: aunt, uncle, grandparents, niece, nephew, cousin, in-laws, other than mother in-law and father in-law, and grandchildren.

B. Personal - Personal business is defined as leave used for any reason other than recreation, rest, or recuperation. The Superintendent shall have available a total of four personal days per year. These days may be taken without reasons being given upon 72 hours notice to the Board, except in cases of emergency, and are not to be taken immediately before or after a holiday, except in cases of emergency. Proof of emergency is to be furnished to the Board upon request.

Unused personal days at the end of each year shall be dealt with as follows: one-half the remaining days shall be designated as vacation days which must be used by the end of the school year following the year they were not used as personal days.

Additionally, there shall be one (1) floating personal day, which may be used over the life of the Contract. This day, if not used, shall be paid to the Superintendent as part of pay in the first quarter of the second year of the Contract, no later than October 15<sup>th</sup>, and again in the first quarter of the third year, no later than October 15<sup>th</sup>.

C. Emergency Leave - In addition to personal leave, the Superintendent shall be eligible for one day of emergency leave per year. This is provided for matters of an emergency nature which arise without notice and which cannot be taken care of outside of work hours. The Superintendent may be required to describe with specificity the reasons for

the emergency leave request, and to submit verification. Requests shall be subject to the approval of the Board.

D. Family Care Leave - Leave without pay for one (1) full school year or for the remainder of the year in which requested for purposes of caring for a sick member of the immediate family may be granted upon request. No work for compensation or other personal benefit may be engaged in by the Superintendent during leave under this paragraph. Should the reason for the emergency leave end because of the death, recovery, or improvement in the health of the family member necessitating the leave, the Superintendent shall be permitted to work for compensation if his request to terminate the leave is rejected. The leave shall be without compensation, but the Superintendent's health benefits, at the district's expense, shall continue for the duration of the leave.

If the family member to be cared for is not sick then such leave shall commence only on September 1, January 1, or upon the first day of school upon reopening after Spring break.

E. Leave of Absence Due to Ill Health, Injury, or Other Grave Emergency

The Superintendent may be granted a leave of absence for a maximum of one (1) school year on account of personal illness, accident, or other grave emergency. Written application for such leave shall be made by the Superintendent to the Board, which shall make such investigation as may be deemed necessary to determine if the granting of such leave is in the best interest of the Superintendent, the students, and the school district.

Leaves of absence granted under this section shall be without additional compensation over and above the sick leave pay, but the Superintendent shall continue to have health benefits, at the district's expense, for the duration of the leave. No work for compensation or other personal benefit may be engaged in by the Superintendent during leave under this paragraph.

F. Notification - Should the Superintendent be absent from the district for more than three days for reasons of illness, personal business or in-service, the Superintendent shall contact the President of the Board or the Vice President to notify them of his absence.

11. SICK LEAVE: The Superintendent shall be entitled to twelve (12) sick days per year. The unused portion of sick leave, at the end of the school year, shall be cumulative. Payment for unused sick days upon the termination of this contract, whether by retirement or otherwise, shall be capped at a maximum of \$15,000.

12. SEPARATION FROM SERVICE: The Superintendent shall receive the following, as part of his compensation upon his separation from employment with the district:

Upon the Superintendent's separation from service with the district, the Board will pay all unused accumulated sick days at the per diem rate of the Superintendent's final annual salary up to a maximum of \$15,000. Throughout the term of this employment agreement, the Superintendent's per diem rate shall be calculated at 1/240<sup>th</sup> of his then current annual salary. The Superintendent at the time of retirement or his estate at the time of death during the Contract term shall receive full payment of vacation days to which he is entitled at his then per diem rate. It is recognized and agreed that as of June 30, 2008 the Superintendent has 95.5 accumulated sick days and 1.5 accumulated personal days.

The payment for accumulated days shall be based on additions and subtractions from these days as they occur after June 30, 2008.

Definition. For the purposes of this Employment Contract, "separation from employment" shall be meant to include, but not be limited to, the Superintendent's separation from the district or to death, incapacity, retirement, contract non-renewal, and/or voluntary or involuntary resignation.

Payment to Estate. If the Superintendent dies prior to the conclusion of this Contract, payment for his unused, accumulated vacation and sick days shall be made to his estate.

During the term of this contract, the Superintendent shall provide the district with not less than sixty (60) days notice of intent to resign and six (6) months notice of intent to retire. Notice shall be in writing to the Board President.

13. **VACATION:** The Superintendent shall be entitled to 28 vacation days during each contract year. Vacation shall not be cumulative, but the Superintendent shall be compensated at his full per diem rate for any vacation days which have not been used on or before June 30<sup>th</sup> of each year of this agreement.

Unused vacation entitlement for the current year shall be submitted to the Board for payment by July 15th of each year of the Contract.

Unused vacation days shall be converted to a cash payment at the time of retirement or separation on the basis of the Superintendent's then current per-diem rate of pay. This benefit shall be payable to the Superintendent's estate should he die while still employed by the District. The maximum payable benefit under this clause is \$15,000.

At any time during the term of this Contract, upon agreement by the Board, the Superintendent shall be paid for vacation days in lieu of taking such days at the Superintendent's then current per diem rate of pay.

14. **HOLIDAYS:** The Superintendent shall be entitled to the following holidays:

- Independence Day
- Labor Day
- Columbus Day
- Election Day
- N.J.E.A Convention (2 days)
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving

Winter Vacation  
Martin Luther King's Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Easter Monday  
Memorial Day

15. **MEDICAL INSURANCE:** The Superintendent shall be provided health insurance by the Board by such carriers with which the Board may from time to time contract. The Superintendent shall be provided the same benefits as all other full time administrators. The Board shall provide, as part of the Superintendent's compensation, the following medical insurance:

Major Medical/Hospitalization. The Board shall provide, at a minimum deductible cost to the Superintendent, the medical insurance plans, with full family coverage, that are provided to other professional employees of the district.

Dental Care. The Board shall provide the Superintendent with a program of dental care which provides full family coverage.

Visual Care. The Board shall provide the Superintendent with a visual care program, which provides full family coverage.

16. **LIABILITY INSURANCE:** The Board agrees to cover the Superintendent under the Board's liability insurance, including employment practice liability.

17. **LIFE INSURANCE.** The Superintendent shall have a program of term-life insurance with premium paid by the Board for \$100,000 benefit. *This policy can be continued at the Superintendent's expense at the end of employment with the district.*

18. **DISABILITY INCOME PROTECTION INSURANCE.** The Board shall purchase a disability income-protection policy naming the Superintendent that will provide an income to the Superintendent equal to at least *seventy* percent (70%) of the contractual salary, with a thirty (30) day waiting period from the onset of the disability.

19. **ADMINISTRATIVE WORK DAY:** As detailed in Section 3, Salary, the Superintendent shall devote all hours reasonably necessary to accomplish tasks assigned. It is agreed however, that a standard workday will comprise at the minimum the following, commencing at 8:00 a.m. and concluding at 4:00 p.m.

The hours stated in this section are to provide a minimum standard. It is recognized the Superintendent may need to work more hours to accomplish tasks assigned by law, policy or Board directive. Conversely, it is recognized the Superintendent may exercise discretion over hours during which he accomplishes those tasks subject to Board directive to assure his availability.

20. **PROFESSIONAL GROWTH OF SUPERINTENDENT:** The Board agrees to pay the annual dues for Superintendent's membership in the following professional organizations, which he may join: AASA, NJASA, NAESP, NASSP, and Monmouth County Round Table of Superintendents. Payment may be direct or by reimbursement but such payment will in no case be part of the Superintendent's base salary.

The Superintendent may attend one national and state convention of the AASA and NJASA while he is a member. Attendance of same shall not exceed five days and three days respectively, and the reasonable expenses incurred for travel, food and lodging shall be paid by the Board upon submission of a voucher documenting said expenses. However, the total for expenses for each convention given to the Superintendent shall be a maximum amount of \$2,500 and shall be approved by the Board prior to each. In the last year, before retirement of the Superintendent, the Board shall not pay for attendance at state or national conventions.

The Superintendent shall attend the "New Superintendent's Academy" sponsored by the New Jersey Association of School Administrators at Board expense. The Board shall pay all costs associated with attendance at the Academy. The Board shall pay all costs and fees for the Superintendent to complete State-mandated mentoring and State-mandated continuing education.

In addition, the Superintendent shall be permitted to attend the NJSBA convention annually.

**21. TUITION REIMBURSEMENT:** The Board will reimburse the Superintendent for the cost of tuition for one doctoral level course per year if the Superintendent already is at a Master's level. As a prerequisite for reimbursement, the Superintendent must apply for and receive approval of the Board of Education President in writing. The Board will pay up to the per credit cost of doctoral courses at Rutgers University School of Education.

To receive payment, the Superintendent must submit a transcript showing he has successfully completed the course with a grade of "B" or better, and a receipt showing the actual cost. A passing grade is acceptable for a course that is only offered on a pass/fail basis, but if the course can be taken with a range of letter grades, it must be taken that way. No more than one course may be taken in any given contract year.

**22. TERMINATION OF EMPLOYMENT CONTRACT:** This Employment Contract may be terminated by:

- a) mutual agreement of the parties;
- b) unilateral termination by the Superintendent upon sixty (60) days written notice to the Board; or
- c) notification in writing by the Board to the Superintendent, at least one (1) year prior to the expiration of this Employment Contract, of the Board's intent not to renew this Employment Contract. The Board agrees that, in the event of a non-renewal, it shall not unilaterally relieve the Superintendent of his duties during the term of this Employment Contract.

d) In the event the Superintendent has his certification revoked, this Contract shall become null and void.

23. **SAVINGS CLAUSE:** In the event that any provision of this Agreement shall at any time be declared invalid by legislative act or any court of competent jurisdiction, or through government regulations or decrees, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

24. **EVALUATION:** The Board shall evaluate the performance of the Superintendent at least once per year, on or before April 1. 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 of same, and other such criteria as the State Board of Education shall prescribe by regulation. 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 Superintendent's personnel file upon request by the Superintendent.

25. **RELEASE OF PERSONNEL INFORMATION.** The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act, codified at N.J.S.A. 47:1A-1, et seq., Executive Order No. 11 (November 15, 1974), Executive Order No. 21 (July 8, 2002), Executive Order No. 26 (August 13, 2002), and case law

interpreting them. All information related to the Superintendent's performance, evaluation or any other discipline which the public is not otherwise entitled to access under law is deemed confidential and shall not be released to the public absent a written release by the Superintendent, or by a lawful order of a court of competent jurisdiction.

26. **PERSONNEL RECORDS.** The Superintendent shall have the right, upon request, to review the contents of his personnel file and to receive copies at his expense of any documents contained therein. He shall be entitled to have a representative accompany him during such review. 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.

27. **CONFLICTS:** In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies or any permissive federal or state law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless prohibited by law.

28. **PRE-EXISTING TENURE RIGHTS:** Pursuant to N.J.S.A. 18A:17-20.4, the Superintendent retains all tenure rights accrued in any position which he previously held in the District. The Superintendent shall also continue to accrue seniority in all positions in which he achieved tenure in the District. The Superintendent shall have the right to assert all tenure and seniority rights in the event that the Board does not renew the Superintendent for any reason.

29. **INDEMNIFICATION:** The Board shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings of any kind brought against the Superintendent in his capacity as an agent and/or employee of the Board. If, in the good faith opinion of the Superintendent, a conflict exists in regard to the

defense of any claim, demand or action brought against his, and the position of the Board in relation thereto, the Superintendent may engage his own legal counsel, in which event, the Board shall indemnify the Superintendent for the costs of his legal defense. The costs incurred in such a defense shall not exceed the hourly rates paid by the Board for its own counsel.

**30. COMPLETE AGREEMENT.**

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargained issues, which were the subject of negotiations.
- B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

KEANSBURG BOARD OF EDUCATION

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BY:

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NICHOLAS EREMITA

ATTEST:

\_\_\_\_\_  
WITNESS:

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BY:

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BY: