

CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT is made and entered into this 22nd day of June, 2010, by and between the **WARREN TOWNSHIP BOARD OF EDUCATION**, with offices located at 213 Mt. Horeb Road, Warren, New Jersey 07059 (hereinafter “the Board”)

and

DR. TAMI CRADER, whose position is to be the Superintendent of Schools (hereinafter “Superintendent”).

WITNESSETH

THIS CONTRACT OF EMPLOYMENT replaces and supersedes all prior Contracts of Employment between the parties thereto. Signature of this Contract of Employment constitutes assent to a rescission of any and all prior Contracts of Employment as well as agreement to the terms herein.

WHEREAS, the Board and the Superintendent believe that a written Contract of Employment is necessary to specifically describe their relationship and to serve as the basis of effective communication between them; and

WHEREAS, the Board offered Dr. Tami Crader the position of Superintendent, and she has accepted the Board’s offer; and

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; and

WHEREAS, the Board approved the terms of this Contract of Employment by a vote of its members at a regularly scheduled meeting on June 22, 2010 and has authorized the President of the Board to execute this Contract of Employment.

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

1. **TERM**

The Board hereby agrees to employ Dr. Tami Crader as the Interim Superintendent of the Warren Township School District for the period beginning July 1, 2010 and ending at 11:59 p.m. on August 8, 2010. The Board hereby agrees to employ Dr. Tami Crader as the Superintendent of the Warren Township School District for the period beginning August 9, 2010 and ending at 11:59 p.m. on June 30, 2013.

2. **CERTIFICATION AND RESPONSIBILITIES**

A. Certification:

The Superintendent shall maintain a current and valid certificate issued by the New Jersey Department of Education for the position of Superintendent. In the event the Superintendent’s certificate issued by the Department of Education is revoked, this

Contract of Employment is null and void as of the date of the certificate revocation. The Superintendent further agrees to comply with all other legal requirements respecting the employment of a Superintendent.

B. Duties:

The Superintendent shall have general supervision over the schools and all attendant powers and duties as set forth by law. The Superintendent shall:

a. faithfully perform the duties of the Superintendent of schools for the Board and serve as the chief school administrator and executive in accordance with the laws of the State of New Jersey, rules and regulations adopted by the State Board of Education, and policies which are adopted from time to time by the Board. The specific job description adopted by the Board, applicable to the position of Superintendent of Schools, is incorporated into this Contract of Employment and shall be followed by the Superintendent.

b. devote her full time, skills, labor and attention to this employment during the terms of this Contract of Employment, provided that the Superintendent may, with prior notice to and approval of the Board (which shall not be unreasonably withheld) undertake consultative work, speaking engagements, writing, teaching, lecturing, or other professional duties and obligations which do not interfere with her full-time responsibilities as Superintendent.

c. carry out the administration of instruction and business affairs of the district, with the assistance of staff, in accordance with the responsibilities as outlined above and more particularly in the job description.

d. recommend the selection, placement, appointment, reappointment, non-renewal, and transfer of personnel, subject to the approval of the Board in accordance with the responsibilities as outlined above, and subject to applicable Board policies and directives.

e. study and make recommendations with respect to all criticism and complaints, which a majority of the Board may refer to her in accordance with the responsibilities outlined above.

f. attend appropriate professional meetings and conferences as a representative of the Board. The expenses incurred in connection with such meetings shall be subject to the provisions herein regarding reimbursement for professional expenses incurred by the Superintendent.

g. structure her working day and organization to insure that all duties are performed and obligations met.

h. assume responsibility for the administration of the affairs of the School District, including but not limited to programs, personnel and fiscal operations, instructional programs, and all duties and responsibilities therein will be performed and discharged by the Superintendent or by staff at the Superintendent's direction.

i. have a seat on the Board and the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Superintendent shall attend all regular and special meetings of the Board, and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the School District.

j. 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.

k. 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.

All duties assigned to the Superintendent should be appropriate to and consistent with the professional role and responsibility of the Superintendent, and shall be set by Board policy and in the Job Description for the Superintendent which may be modified from time to time, consistent with the intent set forth above.

3. **PROFESSIONAL GROWTH OF SUPERINTENDENT**

The Board encourages the continuing professional growth of the Superintendent through her participation as she might decide, in light of her responsibilities as the Superintendent, in the following ways:

- A. The operations, programs and other activities conducted or sponsored by local, state, and national school administrator and/or school board associations, including but not limited to, conferences, conventions, and workshops;
- B. Seminars and courses offered by public or private educational institutions;
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform her professional responsibilities for the Board;
- D. Visits to other institutions; and
- E. Other activities promoting the professional growth of the Superintendent.

Expenses for meals, lodging, registration, and transportation for national conventions of recognized educational associations, workshops, seminars, and institutes to enhance the Superintendent's knowledge and expertise in the field of education and administration shall be paid for/reimbursed by the Board in accordance with law. Such payments or reimbursements, shall be made in accordance with OMB travel circular provisions, the general requirements of N.J.S.A. 18A:11-12, Board policy, and upon prior approval of the Board. The Superintendent shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement.

4. **COMPENSATION**

- A. Salary:

For the period July 1, 2010 through August 8, 2010, the Board shall pay Board shall pay the Superintendent a per diem salary of \$646.15 (Six Hundred Forty Six Dollars and Fifteen Cents) for the position of Interim Superintendent. The per diem salary shall be paid to the Superintendent in accordance with the schedule of salary payments in effect

for other certified employees and it shall be based upon days worked.

For the period August 9, 2010 through June 30, 2011, the board shall pay the Superintendent an annual salary of \$168,000.00 (One Hundred Sixty Eight Thousand Dollars) for the 2010-2011 school year, prorated. The Board shall pay the Superintendent an annual salary of 2.5% over her 2010-2011 salary for the 2011-2012 school year. The Board shall pay the Superintendent an annual salary of 2.5% over her 2011-2012 salary for the 2012-2013 school year. The annual salary shall be paid to the Superintendent in accordance with the payroll schedule for other certified employees.

5. BENEFITS

A. Vacation/Holidays:

The Superintendent shall be entitled to vacation which will accrue at a rate of 1.92 days per month for a maximum of twenty three (23) days per year. Unused vacation days as of June 30th in each contract year shall be forfeited.

The Superintendent shall receive the following paid holidays:

Independence Day	New Year's Eve Day
Labor Day	New Year's Day
Teacher Convention Days (2)	Martin Luther King Day (if the schools are closed and no workshop is scheduled)
Thanksgiving Day	President's Day
Thanksgiving Friday	Good Friday
Christmas Eve Day	Memorial Day
Christmas Day	

In the event that one of these days falls on a weekend, an alternate day shall be given as a non-work day at the discretion of the Board.

As per the District calendar, Rosh Hashanah and Yom Kippur shall be given as non-work days if they fall on week days when school is not in session. In the event these days fall on a weekend, no alternate day shall be given as a non-work day.

B. Personal Leave:

The Superintendent shall be entitled to a maximum of four (4) days per year for the conduct of personal affairs which cannot be handled outside of school hours.

C. Bereavement Leave:

The Superintendent shall be granted up to five (5) bereavement days with pay for the purpose of attending to matters immediately following the death of an immediate family

member. For purposes of this Contract of Employment “immediate family member” shall be defined as the Superintendent’s spouse, parent, other member of the immediate household, child, step-child, grandchild, step-grandchild, grandparent, sibling, parent-in-law, niece, or nephew. In the case of any other family member, up to three (3) days of bereavement leave shall be granted. Unused bereavement leave at the end of each Contract of Employment year shall not be cumulative.

D. Medical and Other Benefits:

The Superintendent shall be eligible to receive medical and health care benefits as provided by the Board, which is currently provided through the School Employees Health Benefits Plan (SEHBP), Direct 10 Plan. If the Superintendent enrolls in a Board medical insurance plan she shall be responsible for contributing 1.5% of her base salary towards the cost of health benefits. If the Superintendent does not elect to enroll in a Board medical insurance plan she shall not be required to contribute 1.5% of her base salary. Upon meeting the health benefit waiver of coverage eligibility requirements for the School Employees Health Benefit Plan (SEHBP), the Superintendent shall be entitled to collect a health insurance waiver payment in lieu of receiving health benefit coverage. The waiver payment shall be equal to the lesser of 25% or \$5,000 of the amount saved by the Board.

The Superintendent shall be eligible to receive family dental insurance at no cost to the Superintendent. Dental insurance is currently provided to employees through the Grinspec Trust.

E. Sick Leave:

The Superintendent shall be granted twelve (12) sick days annually, calculated and prorated on an annualized basis, all of which shall be available to the Superintendent on July 1st. The unused portion of such leave, at the end of any year, shall be cumulative. The Superintendent shall not be entitled to compensation for any accumulated unused sick days.

F. Membership Fees:

The Board shall pay one hundred percent (100%) of the Superintendent’s membership fees and/or charges to appropriate educational and/or professional organizations as approved by the Board. The Superintendent may subscribe to appropriate and/or professional publications within the limit set in the annual budget.

G. Cellular Telephone Device:

The Board shall provide the Superintendent with the use of a cellular telephone with email/Internet capabilities in carrying out her duties under the terms and conditions of this Contract of Employment.

H. Expense Reimbursement:

The Board shall reimburse the Superintendent for expenses incurred for travel and sustenance in the performance of the Superintendent's duties under this Contract of Employment in accordance with law. Mileage shall be paid from mileage vouchers according to "New Jersey Office of Management and Budget" rates per mile. The Superintendent shall be reimbursed for expenses pursuant to Board policy, upon prior approval of the Board, and pursuant to N.J.S.A.18A:11-12 and regulations promulgated thereunder. Expense reimbursement shall not include travel to or from the Superintendent's residence to the District.

I. Long-Term Disability:

The Superintendent may choose to participate in the same long-term disability insurance program offered to other District administrators, the premium for which shall be at her own expense.

6. **SEPARATION FROM SERVICE**

A. Accumulated Unused Sick Days:

Accumulated unused sick days are not eligible for reimbursement at the time of retirement from the District.

B. Unused Vacation Days:

Upon the Superintendent's separation from employment with the District or retirement from employment with the District, the Board will pay all unused vacation days earned that year at the rate of 1/260th of the Superintendent's current salary. If the Superintendent dies before her Contract of Employment year is completed, payment for any unused vacation days due to the Superintendent shall be made to her estate in accordance with law.

C. Elimination of Position of Superintendent:

In the event the position of Superintendent is eliminated, the Board agrees to provide the Superintendent with the lesser of the calculation of three months pay for every year remaining on the Contract of Employment with proration for partial years, not to exceed 12 months, or the remaining salary amount due under the Contract of Employment.

7. **EVALUATION**

The Board shall evaluate the performance of the Superintendent at least once a year in accordance with statutes, regulations and Board policy relating to Superintendent evaluations. Each annual evaluation shall be in writing and shall represent a consensus of

the Board. A copy of the evaluation shall be provided to the Superintendent, and the Superintendent and the Board shall meet 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 evaluation format shall be developed and approved by the Board and the Superintendent on or prior to the execution of this Contract of Employment and 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. The final draft of the annual evaluation shall be adopted by the Board in April prior to the annual school district elections. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.

8. **RENEWAL/EXTENSION OF CONTRACT OF EMPLOYMENT**

Any renewal/extension of this Contract of Employment shall be by mutual agreement of the parties and must be set forth in a written agreement signed by the parties.

9. **TERMINATION OF CONTRACT OF EMPLOYMENT**

A. This Contract of Employment may be terminated by:

- i. Mutual agreement of the parties;
- ii. Unilateral termination by the Superintendent upon ninety (90) days written notice to the Board;
- iii. Notification in writing by the Board to the Superintendent, at least ninety (90) calendar days prior to the expiration of this Contract of Employment, of the Board's intent not to renew this Contract of Employment;
- iv. Misrepresentation of employment history, education and professional credentials, and criminal background;
- v. In the event the Superintendent's certificate is revoked, this Contract of Employment shall become null and void as of the date of revocation;
- vi. Actions consistent with law; or
- vii. Elimination of position of Superintendent consistent with law.

- 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 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 of Employment shall affect the Board's rights with regard to suspension under N.J.S.A. 18A:6-8.3 and applicable case law.
- D. In the event the Board elects to unilaterally terminate this Contract of Employment prior to its expiration date, and to remove the Superintendent from the actual performance of her duties for reasons of inefficiency, incapacity, conduct unbecoming a Superintendent, or other just cause, it must do so pursuant to the manner prescribed by law in accordance with N.J.S.A. 18A:17-20.2. Early termination of this Contract of Employment by agreement of the parties must comply with N.J.S.A. 18A:17-20.2a (P.L. 2007 c 53). Any early termination agreement between the Board and the Superintendent wherein the payment of compensation is a condition of separation from service shall be reviewed in advance by the Commissioner of Education in accordance with the provisions of N.J.S.A. 18A:17-20.2a and N.J.A.C. 6A:23A-3.2. Any such payment may not exceed the amount permitted by N.J.A.C. 6A:23A-3.2(g).
- E. In the event the parties agree to terminate this Contract of Employment prior to its expiration date, and to relieve the Superintendent from the actual performance of her duties, upon the approval of the Commissioner of Education and in accordance with N.J.A.C. 6A:23A-3.2, the Board shall compensate the Superintendent for either three (3) months salary, with proration for partial years, times the number of years remaining on this Contract of Employment or the remaining salary due to completion of this Contract of Employment, 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 of Employment. 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.

10. **COMPLETE AGREEMENT**

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

11. **CONFLICTS**

In the event of any conflict between the terms, conditions and provisions of the Board's

policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract of Employment shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract of Employment.

12. **SAVINGS CLAUSE**

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

WHEREAS, the Superintendent approves the terms and conditions of this Contract of Employment, and agrees to be bound by same;

WHEREAS, this Contract of Employment has been approved by a vote of the Members of the Board of Education at its meeting on June 22, 2010 said action having been made a part of the official minutes of that meeting.

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

Witness:

DR. TAMI CRADER
Superintendent

Witness:

DR. GREGORY PRZYBYLSKI
President
BOARD OF EDUCATION