

PEMBERTON BOARD OF EDUCATION
EMPLOYMENT CONTRACT

This **CONTRACT**, entered into this 2 day of October, 2018, between the Pemberton Public School District Board of Education, (hereinafter "the Board") and Tony Trongone (hereinafter the "Superintendent").

WHEREAS, the BOARD and Superintendent are parties to an Employment Contract with a term beginning July 1, 2015 and ending June 30, 2020;

WHEREAS, the BOARD desires to rescind the remaining term of that Employment Contract and provide Superintendent with a new Employment Contract; and,

WHEREAS, the BOARD desires to provide Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which the BOARD generally improves the quality of its overall educational program; and,

WHEREAS, the BOARD and Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools; and,

WHEREAS, Superintendent is the holder of an appropriate certificate for Superintendent as prescribed by the State Board of Education and as required by N.J.S.A. 18A:17-17;

NOW THEREFORE, the Board and Superintendent agree as follows:

A. Employment; Compensation; Term

1. The Board agrees to employ Superintendent as Superintendent of Schools for Pemberton School District for a term commencing November 1, 2018, and ending June 30, 2023.

The form and legality of this Employment Contract (“Contract”) has been reviewed and approved by the Executive County Superintendent on October 25, 2018 and this Contract has been approved by the Board at its meeting on October 25, 2018, and will be made a part of the minutes of that meeting.

2. The parties agree that the Superintendent’s annual salary shall be as follows:

a. Base Salary for 2018-19 (pro-rated) shall be \$183,032.00 (including the \$5,000.00 High School salary increment).

b. Base Salary for 2019-2020 shall be \$188,523.00 (including the \$5,000.00 High School salary increment) commencing on July 1, 2019.

c. Base Salary for 2020-2021 shall be \$194,179.00 (including the \$5,000.00 High School salary increment) commencing on July 1, 2020.

d. Base Salary for 2021-2022 shall be \$198,062.00 (including the \$5,000.00 High School salary increment) commencing on July 1, 2021.

e. Base Salary for 2022-2023 shall be \$202,023.00 (including the \$5,000.00 High School salary increment) commencing on July 1, 2022.

This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other twelve-month employees of the Board.

Beginning with the 2019-2020 School Year, the Superintendent may receive a merit bonus in addition to his annual base salary. The merit bonus will be based upon his/her achievement of quantitative merit criterion and/or qualitative merit criterion. On or before April

30th, 2019, the Board and Superintendent shall meet and select three (3) quantitative merit criteria and two (2) qualitative merit criteria for the 2019-2020 school year. Upon the Executive County Superintendent's approval of the merit criteria, the merit criteria for the 2019-2020 school year shall be reflected in an addendum to this Contract. Thereafter, on or before April 30 of each subsequent year of this Contract, the Board and Superintendent shall select three (3) quantitative merit criteria and two (2) qualitative merit criteria for the next school year, and follow the above-described process.

The Superintendent shall receive a merit bonus in the amount of 3.33% of his annual base salary for each quantitative merit criterion achieved, and a merit bonus in the amount of 2.5% of annual base salary for each qualitative merit criterion achieved. The maximum annual merit bonus the Superintendent can receive is 14.99% of his annual base salary.

Following the conclusion of each school year, the Board shall submit a resolution to the Executive County Superintendent certifying the quantitative merit criteria and/or qualitative merit criteria that have been satisfied. Prior to paying any bonus, the Board shall await confirmation from the Executive County Superintendent that the criteria have been satisfied. The Board shall pay the merit bonus within thirty (30) days of the Executive County Superintendent's confirmation that the merit criteria have been satisfied.

3. The Board agrees to annually review the Superintendent's achievement of quantitative and/or qualitative merit criteria prior to June 30, 2019 and prior to June 30 of each subsequent year of the Contract. The parties agree that merit bonus determinations by the Board will be based on the Superintendent's achievement of the approved merit criteria.

4. Any merit bonuses paid to the Superintendent under this Section shall be considered "extra compensation" for the purposes of N.J.A.C. 17:3-4.1, which is not

pensionable, and shall not be cumulative.

5. At Superintendent's sole option, a portion of his salary may be allocated, via salary reduction, to his purchase of a tax-deferred annuity or other available qualifying investment vehicle, and the Board agrees to transfer such funds on his behalf, as authorized by N.J.S.A. 18A:66-127 and 128 and applicable tax laws, including Sections 403(b) of the Internal Revenue Code. The amount of such reduction in salary shall be determined by the Superintendent, subject to applicable federal statutes and regulations.

B. Duties

1. The Superintendent agrees to:

a. Faithfully perform the duties of Superintendent of Schools of the Pemberton Public Schools ("District" or "School District"), as set forth in the Job Description attached hereto as Exhibit A, (as it may be amended by the Board from time to time) all in accordance with the policies and directives of the Board, rules and regulations adopted by the State Board of Education, and applicable Federal and State laws and regulations.

b. Devote his full time, skills, labor and attention to his/her employment during the term of this Contract.

2. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibilities of the Superintendent. He shall have the right to contact the Board attorney for legal advice and assistance in connection with his/her official duties as Superintendent of Schools and administrative agent of the Board.

3. The Superintendent shall have the right to legal assistance in carrying out the Superintendent's duties through the use of the Board's attorney. In the absence of the Superintendent, the Superintendent's designee as outlined by the district organization chart shall

have the authority to make recommendations to the Board.

C. Certification

The parties agree that this Contract is valid if and only if the Superintendent continues to hold a valid certificate issued by the New Jersey State Department of Education for the position of Superintendent. If, at any time during the term of this Contract, the Superintendent's certification(s) is revoked, this Contract shall be null and void as of the date of the revocation. The Superintendent further agrees to comply with all other legal requirements respecting the employment of a Superintendent.

D. Sick Leave, Vacation, Holidays and Personal Days

1. Sick Leave. The Superintendent shall be granted sick leave as follows:

The Superintendent shall receive no fewer than twelve (12) sick days annually. The unused portion of sick days at the end of any year shall be cumulative in accordance with the provisions of Title 18A. Upon retirement from the District under a State-administered retirement system, the Superintendent shall be compensated at his then-current per diem rate of pay (determined by dividing his current salary by 260) for any unused accumulated sick leave, subject to a maximum payout of \$15,000.00.

In the event this Contract is renewed, any accumulated unused sick days shall be carried over to the next contract term, provided that not more than twelve (12) new days may be carried over from any one year to the next.

In the event of the Superintendent's separation from the District before his/her retirement, any accumulated unused sick days shall be forfeited.

The Superintendent currently has sixty (60) days of unused sick leave from his prior employment. Those sixty (60) days shall be placed in a bank for the Superintendent's use during

his employment with the Board. Any unused days shall not be subject to compensation by the Board upon retirement.

2. Vacation. The Superintendent shall be entitled to vacation time of Twenty-Five (25) working days per full fiscal year (July 1 to June 30), and pro rata for any portion of a fiscal year. Unused earned vacation leave may be accumulated and carried forward into the next fiscal year for use in that following year. Upon the expiration or termination of this Contract, or upon his resignation from the District in good standing either during or at the end of the term of this Contract, the Board shall pay the Superintendent his then-current per diem rate of pay (determined by dividing his current salary by 260) for each day of then unused accumulated annual vacation leave. At the time of retirement from the District the Superintendent shall be paid for a maximum of Forty-four (44) unused vacation days at his then current per diem rate. In the event of his death prior to separation and/or retirement, such payment shall be paid to the Superintendent's estate.

a) The Superintendent agrees to schedule his vacation days so as to minimize interference with his/her primary responsibilities to directly administer the School District.

b) In the event of non-renewal in accordance with Section H, or relief from duties in accordance with Section I, the Superintendent may be required to utilize any and all earned, unused and non-forfeited vacation days during his/her last months of employment.

3. Holidays. The Superintendent shall be entitled to all school holidays as provided in the approved School Calendar. The paid time off for holidays shall not be charged against the Superintendent's vacation allotment.

4. Personal Leave. The Superintendent shall be entitled to three (3) paid days per year for personal business use. Personal leave days may not be accumulated.

5. Bereavement Leave. The Superintendent shall be entitled to paid days of bereavement leave each year, as set forth below. Bereavement leave days may not be accumulated.

a) Up to five (5) days leave within the seven (7) days immediately following the date of death for death in the immediate family. Immediate family in this case shall mean spouse, civil union partner, child, mother, father, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law or a relative who lives within the immediate household of the Superintendent.

b) The day of the funeral for death in the non-immediate family. Non-immediate family in this case shall mean grandparent, grandchild, niece, nephew, aunt or uncle.

6. Records of Leave Days. The Superintendent shall promptly file time-off slips with the Board Secretary for all sick leave, vacation, personal leave or bereavement leave days or time taken, in accordance with the same procedures that apply to all other administrative staff. Such records shall remain in the custody of the Board Secretary and personnel file.

E. Insurance; Indemnification

The Board shall provide the Superintendent with the following insurance and indemnification benefits:

1. Health, dental, and prescription insurance as follows: Medical Insurance through the School Employees Health Insurance Program (SEHBP); Prescription coverage through Horizon; Dental Insurance through Horizon (payroll deduction for dependent coverage); and, Vision Plan through VSP.

The Superintendent shall pay the appropriate contribution, pre-taxed under a 125 plan, to offset the costs of health benefits, as per the New Jersey law, PL 2011 Chapters 78 and 52, in effect at the time of the approval and execution of this contract.

The Superintendent may waive coverage in any of the health benefits plans if the Superintendent is covered through the health plan of the Superintendent's spouse or domestic partner as domestic partner is defined by the New Jersey Statute, but only in accordance with procedures established by the Board. The maximum amount of any payment for the waiver of employer provided health benefits coverage is 25% or \$5,000, whichever is less, of the amount saved by the employer because of the waiver of coverage.

2. Workers' Compensation - in accordance with statute;
3. Indemnification against civil actions in accordance with N.J.S.A. 18A:16-6; and reimbursement for legal expenses as required by N.J.S.A. 18A:16-6.1.
4. Disability insurance is also available, but solely at the Superintendent's own cost and expense.

F. District Owned Equipment; District Owned Vehicle; Professional Growth; Superintendent Expenses; Professional Memberships and Associations

1. The Board shall provide the Superintendent with a monthly car allowance of Two Hundred Dollars (\$200.00) calculated in accordance with N.J.A.C. 6A:23A-6.12.

2. The Board shall provide the Superintendent with a laptop computer and/or tablet and a mobile device for his use while working at home or at the office. The Board shall be responsible for maintaining and servicing the computer and mobile device. The Superintendent shall be permitted to utilize these devices for reasonable personal use.

3. Professional Time. The parties recognize that the opportunity for professional growth is mutually beneficial to the School District and the Superintendent. The parties therefore agree that the Superintendent may spend certain working days per year as an attendee, speaker or participant at professional meetings, institutes, conventions or courses, or as a consultant, lecturer or author. Provided that he/she does not receive separate compensation, time spent on such activities shall be deemed "professional time" and shall be subject to the following:

a) Professional time shall not be taken to the extent it interferes with the Superintendent's primary duties and responsibilities to the School District.

b) In the event the Superintendent receives compensation (other than expense reimbursement) from other parties for any such activities, any time spent thereon shall be considered independent contracting, not professional working time for the

School District, and for which he/she shall be required to utilize vacation days.

c) In the event the Superintendent chooses to teach a college or graduate level course, it is understood that course will take place in the evenings and/or weekends and will not interfere with the Superintendent's primary responsibilities to the School District. Should any such activities occurring during the normal school hours, the Superintendent shall be required to utilize vacation days.

4. Expenses for Professional Development, Travel and Other Business Expenses.

The District will reimburse the Superintendent for reasonable professional development and other business expenses in accordance with the following:

a) Travel expenses for such activities, including but not limited to costs of transportation, meals, lodging and registration or conference fees, must be approved in advance by the Board of Education; and

b) No reimbursement shall be provided unless authorized and processed in full accordance with the State statutes, rules and regulations of the Commissioner of Education, any applicable OMB Circulars and any applicable Board policies. It shall be the Superintendent's responsibility to obtain approval in advance, whenever same is required by statute, regulation, State directive or Board policy. It shall further be the Superintendent's responsibility to review and certify, prior to submitting any request for reimbursement, that such reimbursement is fully authorized and in accord with all applicable statutes, rules and regulations of the Commissioner, OMB Circulars and applicable Board policies.

c) Reimbursement for mileage will be at the prevailing OMB mileage rate.

5. Membership in Professional Organizations. The Board agrees to for the Superintendent's membership dues in the following organizations: New Jersey Association of School Administrators ("NJASA"), American Association of School Administrators, the County Roundtable and other professional/civic organizations recommended by the Superintendent and deemed appropriate by the Board.

6. Tuition Reimbursement. The Board shall reimburse the Superintendent for tuition and costs/fees incurred for all graduate level courses, at an accredited institution of higher education that are part of formal programs of studies leading to the awarding of a Doctoral Degree in an area or discipline to be of benefit to the field of education. The Superintendent shall be entitled to maximum of Fifteen Thousand Dollars (\$15,000.00) per year for tuition reimbursement under this paragraph.

G. Professional Liability

The Board shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent individually or in the Superintendent's official capacity as an agent or employee of the Board, provided the matter giving rise to such claim arose while the Superintendent was acting within the scope of the his employment under this Contract; and is within the liability insurance coverage and the authority of the Board to provide pursuant to title 18A.

H. Renewal - Non-Renewal

This Contract shall automatically renew for an additional term of Five (5) school years, expiring June 30, 2023, unless either of the following occurs:

1. The Board by contract reappoints the Superintendent, with his consent, for a different term allowable by law; or
2. The Board notifies the Superintendent in writing, prior to January 1, 2020, that he will not be reappointed at the end of the current term, in which case his employment shall cease upon the expiration of this Contract; or
3. In accordance with such laws and regulations that would require nullification of this Contract.

I. Termination of Employment Contract; Resignation

1. This Contract shall terminate, the Superintendent's employment will cease, and no compensation shall thereafter be paid, if any one of the following occurs:
 - a) failure of the Superintendent to possess or obtain proper certification;
 - b) revocation or suspension of the Superintendent's certification, in which case this Contract shall be null and void as of the date of revocation or suspension, as required by N.J.S.A. 18A:17-15.1;
 - c) The Superintendent is convicted of any crime or offense which would subject him to forfeiture his employment with the Board under N.J.S.A. 2C:51-2; or,
 - d) mutual agreement of the parties.
2. In the event the Superintendent is arrested and charged with a criminal offense, which could result in forfeiture under N.J.S.A. 2C: 51-2, the Board reserves the right

to suspend him/her pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment.

3. Nothing in this Contract shall affect the Board's rights with regard to suspension under N.J.S.A. 18A:6-8.3 and applicable case law as they exist as of the effective date of this Contract.

4. The Superintendent may terminate this Contract upon at least one hundred and twenty (120) calendar days written notice to the Board, and filed with the Board Secretary, of his intention to resign. The Board, in its sole discretion, may approve a resignation on shorter notice.

5. Except as otherwise provided in this Contract, the Superintendent shall not be dismissed or reduced in compensation during the term of this Contract; provided, however, that the Board shall have the authority to relieve the Superintendent of the performance of his/her duties in accordance with N.J.S.A. 18A:27-9. In the event that the Board relieves the Superintendent of his/her duties prior to the termination of this Contract, the Board will pay him an amount (the "Severance Amount") as a condition of his/her separation from service. The Severance Amount shall be equal to the lesser of (i) the calculation of three months' salary for each year remaining in this Contract (pro-rated for partial years remaining in the Contract); or (ii) the remaining salary amount for the duration of the term of this Contract. The Severance Amount shall comply with any other applicable provisions of law and/or regulation. In the event the Superintendent, after being relieved of his/her duties under this provision, commences substitute employment during the term of this Contract, then the Severance Amount shall be reduced by the amount of his/her salary in that new position for the term of this Contract, and the

Board will be obligated to pay only the difference between that new salary and the Severance Amount.

6. In the event that the Board relieves the Superintendent of his/her duties prior to the termination of this Contract, the Board shall submit the agreement of the parties regarding the determination and payment of the Severance Amount (as set forth in the foregoing section) to the Commissioner for approval pursuant to N.J.S.A. 18A:17-20.2 and applicable regulations.

J. Performance Evaluation

1. Prior to June 30, 2019 and prior to June 30 of each subsequent school year, the parties shall meet and the Board, in consultation with the Superintendent, shall review his/her performance. The Board's evaluation of the Superintendent's performance shall be conducted in accordance with all applicable statutes, regulations and Board policies relating to Superintendent's evaluation.

2. Each evaluation shall be in writing, a copy shall be provided to the Superintendent and the Superintendent and the Board shall meet to discuss the findings.

3. In addition to the Superintendent's achievement of the merit criteria agreed upon for evaluation of the Superintendent under the provisions of Section A of this Contract, the Board's evaluations of the Superintendent shall also be based upon the goals and objectives of the School District, the responsibilities of the Superintendent and such other criteria as the State Board of Education shall by regulation prescribe.

K. Severability

If, during the term of this Contract, it is found that a specific clause of the Contract is illegal under federal, state or local law, the remainder of the Contract not affected by such a

ruling shall remain in full force and effect.

L. Notices

Any notice required by this Contract shall be effective if personally hand delivered to the other party (or, in the case of the Board, to the President of the Board) or if mailed by certified mail return receipt requested to the other party at such address for which due notice has been given.

M. Entire Agreement

This document contains the entire agreement of the parties and may not be altered, amended, modified or revoked except by an instrument in writing approved and executed by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused these presents to be signed by their duly authorized officers on the day and year set forth below.

SUPERINTENDENT:

Tony Trongone

Date

FOR THE BOARD:

John Willits, President
Pemberton Public Schools Board of Education

Date

ATTEST:

_____,
Board Secretary/Business Administrator
Pemberton Public School District
Board of Education

Date

