

**CONTRACT OF EMPLOYMENT**

THIS AGREEMENT, made this 28 day of April, 2020

**BETWEEN: THE BOARD OF EDUCATION OF  
OCEAN GATE, OCEAN COUNTY ("Board or School or District")  
126 WEST ARVERNE AVENUE  
Ocean Gate, New Jersey 08740**

**AND: MELANIE PATTERSON (Hereinafter "the Superintendent")**

**WITNESS THAT**

**THE BOARD HEREBY ENTERS INTO THIS EMPLOYMENT CONTRACT** between the Parties hereto. Signature of this Contract constitutes assent to an agreement to the terms herein;

WHEREAS, for the purpose of mutual understanding and in order that a harmonious relationship may exist between the Board and the Superintendent to the end that continuous and efficient services will be rendered by both parties, for the benefit of both and for the benefit of students and residents of the district; 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;

NOW, THEREFORE, in consideration of the following mutual promises and obligations, the parties agree as follows:

**ARTICLE I**

**EMPLOYMENT**

- A. The Board hereby agrees to employ Melanie Patterson as Superintendent/Principal (hereinafter "Superintendent") of Schools for the period of May 1, 2020 through midnight June 30, 2024
- B. The parties agree that the Superintendent's salary for the remainder of the 2019-2020 school year shall be prorated based upon an annual salary of \$118,000.00. The Superintendent's salary for the 2020-2021 school year shall be \$118,000.00 payable in 24 equal semi-monthly payments in accordance with the Board's regular payroll schedule for all other professional staff.
- C. Effective May 1, 2020 the Superintendent's salary for the remainder of the term of this contract shall be **based on the following annual salary schedule:**

<u>Salary Year</u>	<u>Base Salary</u>	<u>2.25% COLA</u>
2019-2020	\$118,000.00*	
2020-2021	\$118,000.00	
2021-2022	\$120,655.00	\$2,655.00
2022-2023	\$123,370.00	\$2,715.00
2023-2024	\$126,146.00	\$2,776.00

\* Base salary shall be prorated from the start date of May 1, 2020 through June 30, 2020.

D. No salary increase of any kind shall take effect as of June 30, 2024 (when this Contract term expires), unless the parties have agreed to a Contract extension. The terms of the extension shall govern all increases to take effect on and after July 1, 2024. Any extension or modification of this Contract shall comply with the notice provisions of P.L. 2007 c. 53, the "School District Accountability Act", N.J.S.A., 18A: 11-11, as well as review requirements by the Executive County Superintendent as provided in N.J.A.C. 6A:23A-3.1.

The Superintendent/Principal may receive a merit bonus in addition to her annual total salary if she meets the following criteria. The merit bonus will be based upon her achievement of quantitative merit criteria and/or qualitative merit criteria. The Board and Superintendent may select up to one (1) quantitative merit criteria and up to one (1) qualitative merit criteria per contract year. The Executive County Superintendent shall approve or disapprove the selection of quantitative merit and/or qualitative merit criteria and the data that forms the basis of measuring the achievement of quantitative merit or qualitative merit criteria. The Superintendent/Principal shall receive a merit bonus in amount of 3.33% of her annual base salary for each quantitative merit criterion achieved, and/or a merit bonus in amount of up to 2.5% of annual base salary for each qualitative merit criterion achieved. The Board shall submit a resolution of the Executive County Superintendent certifying that the quantitative merit and/or qualitative merit criterion have been satisfied and shall await a confirmation of the satisfaction of that criterion from the Executive County Superintendent prior to payment of the merit bonus. The Superintendent/Principal shall receive payment for her merit goals within thirty days of the receipt of the ECS approval. The Board's obligation to pay the Superintendent/Principal for her earned merit goals shall survive the termination of this Employment Contract.

## ARTICLE II

### CERTIFICATION

The parties acknowledge that the Superintendent currently possess the appropriate New Jersey administrative certification and school administrator endorsement.

## ARTICLE III

### DUTIES

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

- A. To faithfully perform the duties of Superintendent/Principal of Schools for the Board and to serve as the chief school administrator in accordance with the Laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board in the future. The specific job description adopted by the Board, applicable to the position of Superintendent/Principal of Schools, is incorporated by reference into this contract.
- B. To devote her full time, skills, labor and attention to this employment during the term of this contract; and further agrees not to undertake without permission of the Board consultative work, speaking engagements, writing, lecturing or other professional duties for compensation which may interfere with the normal duties of the Superintendent. The Superintendent shall notify the Board President in the event she is going to away from the district on district business for more than one (1) day in any week. Any time away from the district that is not for district business must be arranged in accordance with provisions in this contract governing time off. The Board recognizes that the demands of the Superintendent's position require her to work long and irregular hours.
- C. To assume the responsibilities for the selection, renewal, placement, removal and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the Board, and subject to applicable Board policies and directives. The Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with N.J.S.A. 18A:27-4.1.
- D. To study and made recommendations within a timely manner with respect to all criticisms and complaints, which the Board, either by committee or collectively, may refer to her.
- E. To assume responsibility for the administration of the affairs of the School District, including but not limited to programs, personnel and business management, and all duties and responsibilities therein will be performed and discharged by her or by staff under her direction.

- F. The Superintendent shall have a seat on the Board and the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Superintendent shall attend all regular and special meetings of the Board, (except any portion of a closed session meeting where a Rice notice has been served upon the Superintendent notifying her that her employment will be discussed in closed session, and the Superintendent had not requested that the meeting be conducted in public), and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the School District. In the event that the Superintendent is served with a *Rice* notice and she chooses to have the ensuing discussion in closed session, at a minimum, she shall be given the right to address the Board in closed session and to bring a representative of her choosing.
- G. To suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well-being of the School District.
- H. To perform all duties incident to the Office of the Superintendent and such other duties as may be prescribed by the Board from time to time consistent with and as defined by the State Board of Education regulations and the approved job description.

#### **ARTICLE IV**

##### **BENEFITS IN ADDITION TO SALARY**

- A. The Superintendent shall receive 12 sick days annually. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. Upon retirement and notice to the board, unused sick days will be reimbursed, at the rate of  $1/260 \times$  annual salary, provided the Superintendent has served a minimum 3 years of continuous service in the district. Reimbursement for sick days shall not exceed \$15,000.00.

Upon the commencement of employment, the Superintendent, shall be provided with a bank of twenty (20) sick days to be utilized in the event of illness, these banked sick days shall decrease in direct proportion to the number of sick days earned in the district, and shall not be eligible for compensation.

- B. The Superintendent shall be entitled to an allowance at the Board's expense for professional dues for the following professional associations: NJASA, AASA and the County Administrators Association and other organizations deemed important by the board. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences and similar expenses which she may incur while discharging the duties of Superintendent. It is specifically understood that in the absence of compelling circumstances requiring the presence of the Superintendent at the district, she shall be entitled to attend the Fall NJSBA Workshop and Convention, the NASBA Convention, the NJASA/NJSBA conference and

convention, as well as Techspo. Attendance at any out-of-state conference or convention shall only be permitted with prior Board approval. Reimbursement or payment for convention or conference expenses shall be made in accordance with Board policies and New Jersey state law.

- C. The Superintendent may subscribe to appropriate education and/or professional publications to be paid by the Board within the limit set in the Board's annual budget. The Superintendent will be provided with for travel and home use of a laptop/tablet computer as needed for school business.
- D. The Board shall provide the Superintendent with family health benefits coverage including health insurance, dental insurance, prescription coverage and vision coverage as provided to the Board's other covered employees and the Board will pay the premium costs for all such coverage's as provided by state law.
  - 1. The Superintendent shall be provided with health benefits coverage; i.e. health, dental, prescription, and vision coverage as provided to the Board's other covered employees. The Superintendent shall contribute, by way of payroll deduction, towards the premium costs for healthcare coverage, as required by P.L. 2011 Chapter 78 and any implementing regulations. During the term of this contract, the Superintendent's contributions shall be Tier 4 which shall be considered the status quo for this contract. The Board shall pay the remaining premium costs for all such coverage.
  - 2. Health benefit coverage shall be by enrollment in the District's hospitalization and medical insurance program, dental insurance program and prescription insurance program, including family coverage.
  - 3. The Superintendent may waive coverage in any health benefits plan if the Superintendent is covered through the health plan of the spouse or domestic partner (as domestic partner is defined by New Jersey Statute) of the Superintendent, in accordance with procedures established by the Board and or New Jersey Statute. Superintendent shall be paid up to \$5,000.00 for a qualified medical coverage waiver per contract year.
  - 4. All health benefits coverage shall be subject to the applicable co-pays and deductibles to be paid by the Superintendent as applicable.
- E.
  - 1. The Superintendent shall be entitled to an annual vacation of 20 working days per year.
  - 2. The Superintendent shall take her vacation time during the school year with prior notice to the Board President as single days or half days or in the event of a personal emergency. Notwithstanding the taking of vacation, the Superintendent is expected to

attend to the business of the district as required for the smooth and efficient operation of the school district.

3. The Board encourages the Superintendent to take her full vacation allotment each year; however, not more than ten (10) unused vacation days may be carried over by the Superintendent from year to year. All days carried over must be used in the next year or those days not taken will be forfeited. In addition, any vacation days that are carried over shall be used in the time span one week after the last day of school and one week prior to the first day of school. During the summer months, a vacation day shall be applied to all weekdays for which vacation time is sought irrespective of whether school is in operation or not on that weekday.
  4. In the event that her contract is terminated prior to its expiration, unused vacation time (for the year of termination only) shall be paid on a pro-rated basis. In the event this contract is not renewed, earned but unused vacation time will be paid at the Superintendent's daily rate of pay following her last day of employment. In the event of the death of the Superintendent, any unused vacation time will be paid to the Superintendent's estate.
- F. The Superintendent shall be entitled to the following holidays: Labor Day, Thanksgiving, Christmas, New Year's Day, Memorial Day, Easter, Independence Day and all other national, state holidays and recess period granted to teachers and administrators.
  - G. The Superintendent shall be entitled to 3 personal days, to attend to personal business during the school day, with full pay during the school year. Personal days may be taken during the school year with prior notice to the Board President. As much advance notice as possible will be given. Personal day usage shall be reflected on time off slips filed with the Board Secretary. Unused personal days shall convert to sick days, provided the Superintendent/ Principal shall not be permitted to carry more than 15 sick days per contract year.
  - H. The Superintendent shall be reimbursed for actual mileage when using her personal vehicle for Board business at the rate as annually established by Board Policy, New Jersey statutes, and/or New Jersey Department of Treasury Office of Management and Budget (OMB) circulars pursuant to N.J.A.C. 23A:3.1(e)14, whichever is less.

## **ARTICLE V**

### **ANNUAL EVALUATION**

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

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 evaluations shall be based upon the 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. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, and in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include specific recommendations for improvement in all instances where the Board deems performance to be unsatisfactory. The Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the Superintendent's personnel file upon the Superintendent's request. On or before June 1st of each year of this Employment Contract, the Superintendent and the Board shall meet to review the evaluation format and to mutually determine the evaluation format to be used in the subsequent school year.

The final draft of the annual evaluation shall be adopted by the Board by June 30 of each year of this Contract. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.

- B. Within ninety (90) days of the execution of this Employment Contract, the parties shall meet to establish the district's goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated, as hereinafter provided. On, or prior to, June 1 of each succeeding school year, the parties will meet to establish the district's goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described.
- C. The parties also agree that the Board shall not hold any discussions or take any negative action regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance. In addition, the Board shall not hold any discussions with regard to the Superintendent's performance, or that may adversely affect the Superintendent's employment, in public session, unless the Superintendent requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.
- D. In the event the Board and Superintendent agree to have quantitative and/or qualitative merit bonuses, written criteria for determining each merit pay increase shall be set forth in the Superintendent's goals and will be established by June 1<sup>st</sup> or within sixty (60) days of

commencing employment, for the next succeeding school year. Both parties will discuss a draft of the criteria prior to adoption by the Board. The goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated.

## **ARTICLE VI**

### **PROFESSIONAL LIABILITY**

The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in her individual capacity or in his/her official capacity as agent and/or employee of the Board, provided the incident, which is the subject of any such demand, claim, suit, action or legal proceeding, arose while the Superintendent was acting within the scope of his/her employment. The Board further agrees to cover the Superintendent under the Board's liability insurance policies, including employment practices liability coverage, in the minimum amount of \$1 million.

## **ARTICLE VII**

### **TERMINATION OF EMPLOYMENT CONTRACT**

- A. This Contract shall terminate, Superintendent's employment will cease, and no compensation shall thereafter be paid, under any one of the following circumstances:
1. Failure to possess/obtain proper certification;
  2. Revocation or suspension of the Superintendent's certificate;
  3. Forfeiture under N.J.S.A. 2C: 51-2;
  4. Mutual agreement of the parties; or
  5. Upon expiration of term of the contract after notification in writing by the Board to the Superintendent, at least one hundred twenty (120) days (no later than on or before March 2, 2024 prior to the expiration of this Contract, of the Board's intent not to renew this contract;
  6. Material misrepresentation of employment history, educational and professional credentials, and criminal background in accordance with N.J.S.A. 18A: 17-15 et seq.



7. Notification in writing of the Superintendent's intent to resign by the Superintendent to the Board at least ninety (90) calendar days prior to the resignation of the Superintendent by filing the notice with the Board Secretary.
- 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 the Superintendent 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. Nothing in the section B shall affect the power of the Board to certify contractual tenure charges.
- C. Nothing in this Contract shall affect the Board's rights with regard to suspension under N.J.S.A. 18A:6-8.3 and applicable case law.
- D. The Superintendent shall not be dismissed or reduced in compensation during the term of this contract, except as authorized by paragraphs A., B. and C. of this section *supra* and N.J.S.A. 18A:17-20.2; provided, however, that the Board shall have the authority to relieve the Superintendent of the performance of her duties in accordance with N.J.S.A. 18A: 27-9, so long as it continues to pay her salary and benefits for the duration of the term. The parties understand that any early termination must comply with the provisions of *P.L. 2007, c. 53, The School District Accountability Act*.

## ARTICLE VIII

### RENEWAL – NON RENEWAL

- A. This contract shall automatically renew for a term of four (4) calendar years, expiring June 30, 2028 unless either of the following occurs:
- B. The Board by contract reappoints the Superintendent for a different term allowable by law; or
- C. The Board notifies the Superintendent in writing at least one hundred and twenty (120) days prior to the expiration of this Employment Contract term (no later than on or before March 2, 2024), that she will not be reappointed at the end of the current term, in which case her employment shall cease upon the expiration of this contract.
- D. The Superintendent is terminated pursuant to Article VI of this Contract.

## **ARTICLE IX**

### **COMPLETE AGREEMENT**

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

## **ARTICLE X**

### **SAVINGS CLAUSE**

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

## **ARTICLE XI**

### **RELEASE OF PERSONNEL INFORMATION**

#### **PERSONNEL RECORDS**

The Superintendent/Principal 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 her during such review. At least once every year, the Superintendent/Principal shall have the right to indicate those documents and/or other materials in her file that she believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the board, such documents identified by her shall be destroyed in accordance with the Open Public Records Act and the Records Destruction Act before destroying any document.

No material derogatory to the Superintendent's /Principal's service, character, or personality shall be placed in her personnel file unless she has had an opportunity to review the material. The Superintendent/Principal shall acknowledge that she has had the opportunity to review such material by affixing her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Superintendent shall also have the right to subject a written answer to such material.

## **ARTICLE XII**

### **CONTINUING EDUCATION**

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

- A. The operations, programs, and other activities conducted or sponsored by local, state and national school administrators and school board associations;
- B. Seminars and courses offered by public or private educational institutions;
- C. Informational meetings with other persons whose particular skills or background would serve to improve the capacity of the Superintendent to perform Superintendent's professional responsibilities for the Board;
- D. Visits to other institutions; and
- E. Other activities promoting the professional growth of the Superintendent.

## **ARTICLE XIII**

### **TUITION REIMBURSEMENT**

Doctoral Degree. The Superintendent will be seeking a Doctor of Education degree (Ed.D.). During the term of this Contract the Board shall be responsible for reimbursement payment to the Superintendent of annual tuition incurred by the Superintendent for this degree in an amount not to exceed \$3,600.00 per Contract year. To qualify for reimbursement from the Board, the Superintendent shall deliver certified official transcripts to the Board's Business Administrator for each year for which reimbursement is sought. No reimbursement shall be made by the Board for course work tuition costs for any grade lower than a B (or equivalent). In the event the Superintendent resigns during the term of this Contract the Superintendent shall refund to the Board all monies paid by the Board to the Superintendent as reimbursement for tuition costs relating to this degree program.

The Board shall permit a reasonable amount of release time for the Superintendent, as the Board deems appropriate, to attend such functions and matters.

The provisions of this Paragraph are subject to compliance by the parties with the requirements of N.J.S.A. 18A:11-12 and applicable regulations implementing the statute, if any.

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

**OCEAN GATE BOARD OF EDUCATION**

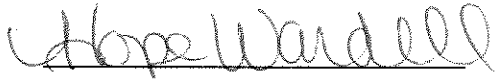
ATTEST:

  
\_\_\_\_\_  
John Failla, Board Secretary

BY:   
\_\_\_\_\_  
Nancy Vassallo, President

Dated: 4/28/2020

WITNESS:

  
\_\_\_\_\_

BY:   
\_\_\_\_\_  
Melanie Patterson, Superintendent

Dated: 4/28/20