

EMPLOYMENT CONTRACT

This Agreement, made this 14th day of March 2022, between the **Clinton Township Board of Education** in Hunterdon County (hereinafter “the Board”) with offices located at 128 Cokesbury Road, Lebanon, New Jersey 08833

and

Melissa Stager, whose position is to be the Superintendent of Schools (hereinafter the “Superintendent”), with a home address on file in the Board of Education Office.

WITNESSETH

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

WHEREAS, the Board desires to employ the Superintendent as the Chief Education Officer of the Clinton Township Public School District; and

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

WHEREAS, the Board and the Superintendent believe that a written 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, 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

TERM

The Board hereby agrees to employ Melissa Stager as Superintendent of Schools for the period of April 1, 2022 through 11:59 p.m. on June 30, 2026. The parties acknowledge that this Contract must be approved by the Executive County Superintendent in accordance with applicable law and regulation.

ARTICLE II

CERTIFICATION AND RESPONSIBILITIES

A. Certification:

The parties acknowledge that the Superintendent possesses a Certificate of Eligibility, and has applied for and is in the process of obtaining, but does not currently possess, a provisional administrative certificate and school administrator endorsement from the New Jersey Department of Education. The Superintendent agrees to use her best efforts to obtain the standard certificate and endorsement as soon as possible, and to keep the Board President informed of the status of the application for certification. The Board agrees to cooperate in promptly providing any information or documentation that is necessary for the Superintendent to obtain her standard certificate with school administrator endorsement, and further agrees to cooperate with a state required mentor during the residency period.

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 will provide official course transcripts for all earned post-secondary degrees to the Board of Education. These transcripts will be kept on file in the Board office.

B. Duties:

In consideration of the employment, salary and fringe benefits established hereby, the Superintendent shall have general supervision over the schools and all attendant powers and duties as

set forth by law. The Superintendent shall hereby agree to the following:

a. to perform faithfully the duties of Superintendent of Schools for the Board and to serve as the chief school administrator in accordance with the laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board in the future. The specific job description adopted by the Board, applicable to the position of Superintendent of Schools, is incorporated by reference into this Contract.

b. to devote the Superintendent's full time, skills, labor, and attention to this employment during the term of this Contract; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation with written notice to the Board. The Superintendent will be permitted to continue to supervise student teachers and teach as an adjunct. Should the Superintendent choose to engage in such outside activities on weekends, on the Superintendent's vacation time, or at other times when the Superintendent is not required to be present in the district, the Superintendent shall retain any honoraria paid. The Superintendent shall notify the Board President in the event the Superintendent is going to be away from the district on district business for two (2) or more days 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 the superintendent to work long and irregular hours, and occasionally may require that the Superintendent attend to district business outside of the district.

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 full membership 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 non-renew personnel pursuant to N.J.S.A. 18A:27-4.1, and to provide a written

statement of reasons for non-renewal upon proper request to the employee.

e. to study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, shall refer to the Superintendent. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out the Superintendent's duties.

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

g. to have a seat on the Board and have the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Superintendent shall attend all regular and special meetings of the Board, (except where a *Rice* notice has been served upon the Superintendent notifying the Superintendent that the Superintendent's employment will be discussed in closed session, and the Superintendent had not requested that the meeting be conducted in public, or where the Superintendent has a conflict of interest), and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the school district. In the event that the Superintendent is served with a Rice notice and chooses to have the ensuing discussion in closed session, at a minimum, she shall be given the opportunity to address the Board in closed session and to bring an attorney.

h. 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.

i. to perform all duties incident to the Office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Superintendent shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations.

ARTICLE III

PROFESSIONAL GROWTH OF THE SUPERINTENDENT

In addition to the above, the Board encourages the continuing professional growth of the Superintendent through her participation as she might decide, in light of her responsibilities as 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 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 and to a maximum annual amount of up to Four Thousand Dollars (\$4,000.00). 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 applicable law in supplying the necessary documentation for reimbursement. The parties agree that, at a minimum, the Superintendent shall be permitted to attend, the annual NJSBA/NJASA Workshop and Convention, the annual conference of the NJASA, and Techspo.

In addition to the above, the Board shall provide the Superintendent with appropriate leave

time to attend the NJASA School Administrators' Residency Program (SARP), and pay for or reimburse the Superintendent for the costs associated with such attendance at the SARP and the State-required mentoring during the remainder of the 2021-2022 school year and the 2022-2023 school year. Any payments or reimbursements shall be made in accordance with Board Policy and applicable regulations regarding mentoring.

ARTICLE IV

COMPENSATION

A. **Salary:**

For the period of April 1, 2022 through June 30, 2022, the Board shall pay the Superintendent an annual salary of One-Hundred-Sixty-Three Thousand Dollars (\$163,000.00), prorated. This annual salary shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

For the period of July 1, 2022 through June 30, 2023, the Board shall pay the Superintendent an annual salary of One-Hundred-Sixty-Three Thousand Dollars (\$163,000.00). This annual salary shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

Salary Increase: For each succeeding year of the contract, the Superintendent's annual salary will reflect a Three Thousand Dollar (\$3,000.00) cumulative increase.

For the period of July 1, 2023 through June 30, 2024, the Board shall pay the Superintendent an annual salary of One Hundred-Sixty-Six Thousand Dollars (\$166,000.00).

For the period of July 1, 2024 through June 30, 2025, the Board shall pay the Superintendent an annual salary of One Hundred-Sixty-Nine Thousand Dollars (\$169,000.00).

For the period of July 1, 2025 through June 30, 2026, the Board shall pay the Superintendent an annual salary of One Hundred-Seventy -Two Thousand Dollars (\$172,000.00).

The parties agree and acknowledge that any salary increase must be reviewed by and receive the prior approval of the Executive County Superintendent. Additionally, the public notice and hearing requirements set forth at N.J.S.A. 18A:11-11 and N.J.A.C. 6A:23A-3.1 must be followed.

B. Other Provisions:

During the term of this Contract, including any extension hereof, the Superintendent shall not be reduced in compensation and/or benefits except as otherwise provided by law. Any adjustment in salary made during the life of this Contract shall be in the form of an amendment and shall become part of this Contract, but it shall not be deemed that the Board and the Superintendent have entered into a new employment contract.

Notwithstanding the foregoing, no salary increase of any kind will take effect on July 1, 2026 unless the parties have agreed to a contract extension and that extension has received the prior approval of the Executive County Superintendent. The terms of the extension will govern all increases to take effect after July 1, 2026. Any renewal, extension, or modification of this Contract shall comply with the notice provisions of P.L.2007, c. 53, The School District Accountability Act and N.J.A.C. 6A:23A-3.1, et seq.

ARTICLE V

BENEFITS

A. Sick Days:

The Superintendent shall be provided with twelve (12) sick days annually, with pay, calculated and prorated on an annualized basis, all of which shall be available to the Superintendent at the start of this Contract, and on July 1st of each year thereafter. The unused portion of such leave, at the end of any school year, shall be cumulative.

B. Professional Memberships:

The Superintendent shall be entitled to membership, at the Board's expense at a rate not to

exceed Three Thousand Five Hundred Dollars (\$3,500.00) per school year, for professional dues in the following professional associations: ASCD, NJASA, AASA, and the Hunterdon County Administrators Association and/or other organizations deemed important by the Superintendent and the Board.

C. Professional Publications:

The Superintendent may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.

D. Health Benefits: The Board shall provide health benefits coverage (including Medical, Dental, and Prescription coverage) for the Superintendent, her spouse, and her dependents. With respect to medical and prescription coverage, pursuant to applicable law and regulation, the Superintendent shall contribute an amount toward payment of premiums. With respect to dental coverage, the Board will provide full single dental coverage to the Superintendent under the Horizon Blue Cross Blue Shield Dental Plan. The Board will make available dependent dental insurance coverage which shall be paid for by the Superintendent.

With respect to dental coverage:

- a. There will be a \$5.00 co-pay charge per month for the Superintendent electing single dental coverage.
- b. The filing period for submitting claims will be six months.
- c. Periodic exams and x-rays will be included in the dental insurance at 100% of the reasonable and customary fee. Crowns will be included at 50% of the reasonable and customary fee.

The Board will provide \$100 per school year for optical exams or devices. The Board office will provide forms for the submission of claims.

The Board will provide full funding for an Employee Assistance Program.

The Superintendent shall have the option of participating in the Section 125 Flexible Spending Accounts Program.

E. Vacation Leave:

The Superintendent shall be provided with twenty-seven (27) vacation days annually, with pay, calculated and prorated on an annualized basis, all of which shall be available for the Superintendent's use at the start of the Contract, and on July 1st of each school year thereafter.

The Superintendent shall take vacation time after giving the Board President reasonable notice. School vacations do not constitute time off for the Superintendent, unless the Superintendent uses the Superintendent's leave time. The Superintendent may take vacation days during the school year, upon notice to the Board President. The Superintendent is expected to attend to the business of the district as required for the smooth and efficient operation of the school district. The Superintendent shall document the use of accrued vacation days with the Board Secretary.

The Board encourages the Superintendent to take the Superintendent's full allotment of vacation days each year. However, if business demands prohibit the Superintendent from using all of her allotted vacation days in a given year, she may carry over up to seven (7) unused vacation days to be used during the next year pursuant to law. Any vacation days carried over from the previous year that are not used shall be forfeited. Vacation leave not taken in a given year because of duties directly related to a State of Emergency declared by the Governor may accumulate at the discretion of the Board pursuant to a plan established by the Board and the Superintendent, as per N.J.S.A. 18A:30-9. Any plan regarding the use and/or compensation of unused vacation leave where same is the direct result of a State of Emergency shall require the passage of a Board resolution outlining the plan.

If the Superintendent does not complete a Contract year, the number of vacation days shall be prorated at 2.25 vacation days per month for the completed months of service. If the Superintendent utilized days in excess of this rate, compensation for those days shall be deducted from the

Superintendent's last check.

F. Holidays:

The Superintendent shall be entitled to the following holidays, with pay:

Independence Day (Observation)	Labor Day
Yom Kippur	NJEA Recess – 2 days
Thanksgiving Day	Day after Thanksgiving Day (Friday)
Christmas Eve Day (Observation)	Christmas Day (Observation)
New Year's Eve Day (Observation)	New Year's Day (Observation)
Martin Luther King, Jr. Day	President's Day
Good Friday	Memorial Day

The District's Winter Recess Period following the Christmas holiday (specifically December 26 through December 30) as well as the District's Spring Break, shall not be included in the list of paid holidays provided to the Superintendent. Any time off taken during these non-holiday periods shall require the Superintendent to use a vacation day.

G. Personal Days:

The Superintendent shall be entitled to three (3) personal days annually, with pay, calculated and prorated on an annualized basis, all of which shall be available to the Superintendent at the start of this Contract, and on July 1st of each school year thereafter. Personal days shall be used to conduct personal business during the school day. Personal days may be taken during the school year with prior notice to the Board President. As much advance notice as possible of the request to take personal time 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 that the Superintendent is not permitted to accrue more than 15 sick days in a contract year, as per N.J.S.A. 18A:30-7.

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 in accordance with law, exclusive of commutation costs. When the Superintendent uses her personal vehicle for business purposes,

mileage shall be paid from mileage vouchers according to the “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.

H. Attendance Record:

Each time any leave is taken, the Superintendent shall be responsible for filing a time-off slip with the Board Secretary, in advance of the time off, as set forth herein, or immediately upon the Superintendent’s return to the district in the event of an unplanned absence. The Superintendent and Board President shall periodically review the Superintendent’s attendance record to assure correctness.

J. 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 the Superintendent’s individual capacity or in the Superintendent’s 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 the Superintendent’s employment in accordance with N.J.S.A. 18A:16-6 and 18A:16-6.1

K. Technology. The Board shall provide the Superintendent with a laptop computer to be used for “Board business purposes” and de minimus personal use. Additionally, the Board will reimburse the Superintendent Sixty (60.00) Dollars per month for use of her personal cell phone. The laptop computer will provide the Superintendent with remote access to the District’s email and web based programs. The laptop computer shall remain the property of the District and shall be returned to the District upon the Superintendent’s separation from service with the District.

ARTICLE VI

RETIREMENT OR SEPARATION FROM SERVICE

A. Accumulated Unused Sick Days:

Upon the Superintendent's retirement from employment with the District, the Board shall pay all accumulated unused sick days earned while an employee of the Board, in accordance with law. Payment shall be calculated at the rate of 1/260 of the Superintendent's then current salary based upon a 260-day work year, within thirty (30) days following her date of separation from the District. Pursuant to law, payment shall not exceed \$15,000.00.

B. Accumulated Unused Vacation Days:

Upon the Superintendent's separation from employment with the District or retirement from employment with the District, the Board shall pay all unused vacation days earned while an employee of the Board, in accordance with law. Payment shall be calculated at the Superintendent's daily rate of pay, based upon a 260-day work year, following her last day of employment. At no time shall the number of vacation days exceed Thirty-Four (34) vacation days. Payment by the Board to the Superintendent for her unused vacation days shall be made within 30 days of her separation from employment.

C. Payment to Estate:

If the Superintendent dies before her Contract of Employment year is completed, payment for any accumulated unused vacation days due to the Superintendent shall be made to her estate in accordance with law.

ARTICLE VII

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 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 sixty (60) days of the execution of this 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 adverse 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.

ARTICLE VIII

TERMINATION OF EMPLOYMENT CONTRACT

A. This Contract shall terminate, the 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 of the Superintendent's certificate, in which case this Contract shall be null and void as of the date of revocation, as required by N.J.S.A. 18A:17-15.1;
- (3) forfeiture under N.J.S.A. 2C:51-2;
- (4) mutual agreement of the parties;
- (5) notification in writing by the Board to the Superintendent, at least 150 calendar days 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; or
- (7) actions 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 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, unless the Board certifies contractual tenure charges.

C. Nothing in this Contract shall affect the Board's rights with regard to suspension under N.J.S.A. 18A:6-8.3 and applicable case law.

D. The Superintendent may terminate this Contract upon at least 90 calendar days written notice to the Board, filed with the Board Secretary, of the Superintendent's intention to resign.

ARTICLE IX

RELEASE OF PERSONNEL INFORMATION

PERSONNEL RECORDS

The Superintendent shall have the right, upon request, to review the contents of the Superintendent's personnel file and to receive copies at Board expense of any documents contained therein. The Superintendent shall be entitled to have a representative accompany the Superintendent during such review. At least once every year, the Superintendent shall have the right to indicate those documents and/or other materials in the Superintendent's file that the Superintendent believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board, such documents identified by the Superintendent shall be destroyed.

No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in the Superintendent's personnel file unless the Superintendent has had an opportunity to review the material. The Superintendent shall acknowledge that the Superintendent has had the opportunity to review such material by affixing the Superintendent's 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.

ARTICLE X

COMPLETE AGREEMENT

This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties and upon the prior approval of the Executive County Superintendent.

ARTICLE XI

MODIFICATION

The terms and conditions of this Contract shall not be modified except by the written consent of both parties hereto and after review and approval by the Executive County Superintendent. Any amendments to this Contract shall not create a new Contract or Contract term but shall only constitute an amendment to the existing Contract.

ARTICLE XII

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 shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract.

ARTICLE XIII

SAVINGS CLAUSE

If, during the term of this Contract, it is found that a specific clause of the Contract is contrary

to federal or state law, the remainder of the Contract not affected by such a ruling and shall remain in full force.

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

WHEREAS, this Contract has been approved by a vote of the Members of the Board of Education at its meeting of March 14, 2022, said action having been made a part of the official minutes of that meeting.

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

WITNESS:

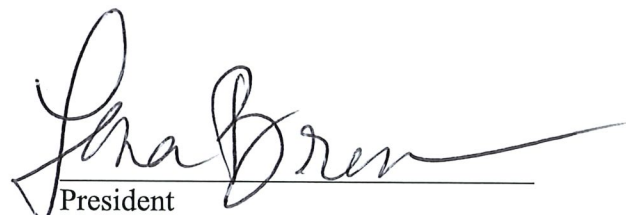




MELISSA STAGER
Superintendent

WITNESS:





President
CLINTON TOWNSHIP BOARD OF
EDUCATION

