

CONTRACT OF EMPLOYMENT

this Agreement, made this 7th day of January 2021, between

FLEMINGTON-RARITAN REGIONAL SCHOOL DISTRICT BOARD OF EDUCATION

in Hunterdon County (hereinafter "the Board"), located at
50 Court Street Flemington, New Jersey 08822

and

Kari McGann, Ed.D (hereinafter "the Superintendent")

PREAMBLE

WITNESSETH

THIS EMPLOYMENT CONTRACT replaces and supersedes all prior Employment 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 school district; and,

WHEREAS, the Board desires to provide the Superintendent with a written employment 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 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, 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

The Board hereby agrees to employ Dr. McGann as Superintendent of Schools for the period of July 1, 2021 through 11:59 p.m. June 30, 2026. The parties acknowledge that this Contract must be approved by the Hunterdon County Executive County Superintendent in accordance with applicable law and regulation.

ARTICLE II

CERTIFICATION

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

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.

ARTICLE III

DUTIES

In consideration of the employment, salary and fringe benefits established hereby, the Superintendent hereby agrees 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, and attached as Exhibit A.

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 without written notice to the Board president, and/or if such activities would interfere with her responsibilities as Superintendent. Should the Superintendent choose to engage in such outside activities on weekends, on her vacation time, or at other times when she is not required to be present in the district, she shall retain any honoraria paid. The Superintendent shall notify the Board President in the event she 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 her to work long and irregular hours, and occasionally may require that s/he 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 her. The Superintendent shall

have the right to contact the Board's attorney for legal assistance as the need arises in carrying out her 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 as an ex-officio member (except 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, 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, the Board shall permit the Superintendent to address the Board in closed session and to bring a representative of her choosing, however, the Board may still meet in closed session, without the Superintendent and/or her representative, before and/or after affording the Superintendent the opportunity to address the Board.

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, in accordance with Board Policy 1230, as well as other 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 IV **SALARY AND BENEFITS**

A. Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract, but it shall not be deemed that the Board and the Superintendent have entered into a new employment contract. Any amendment must be submitted to the Executive County Superintendent for review and approval, if required.

1. Salary. The Board shall provide the following salary as part of the Superintendent's compensation:

- a. Initial Salary. Effective July 1, 2021, the Board shall pay the Superintendent an annual salary of two hundred and fifteen thousand three hundred and sixty-three dollars (\$215,363.00). The Superintendent shall receive her salary in accordance with the schedule of salary payments in effect for other certified employees, and the Board will make all necessary payroll withholdings, including making pension contributions and taking benefit contributions as per current state regulations towards the Superintendent's health insurance provided by the Board.
- b. The Board and the Superintendent have agreed that the Superintendent shall receive minimum salary increases of two percent (2%) annually beginning Jul 1, 2022 and each year thereafter. In the event that the Board and the Superintendent agree that a salary increase should

exceed the above percentage increase, then the parties agree and acknowledge that such salary increase must be reviewed and approved by the Executive County Superintendent.

2. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight July 1, 2026 unless the parties have agreed to a contract extension and that extension has been approved by the Hunterdon County 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 N.J.S.A. 18A:11-11 and N.J.A.C. 6A:23A-3.1, *et seq.*

3. No Reduction in Salary/Compensation. During the term of this Employment Contract, including any extension hereof, the Superintendent shall not be reduced in compensation and/or benefits except as otherwise provided by law.

B. Sick leave. The Superintendent shall receive 15 (fifteen) sick days annually. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. Upon retirement from the District under a State administered retirement system, the Board shall pay the Superintendent for her accumulated sick days at the rate of \$100.00 per day. Reimbursement for sick days shall be consistent with the law in effect at the time this Contract is signed. Such payment shall not exceed \$15,000.00.

C. Professional Membership. The Superintendent shall be entitled to membership, at the Board's expense, for professional dues in the following professional associations: NJASA, AASA, and the Hunterdon County Administrators Association and/or other organizations deemed important by the Superintendent and the Board. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at the NJSBA Fall Conference, TECSP0 and

the NJASA Spring Conference, in addition to professional conferences that may be deemed important by the Superintendent and the Board, in an amount not to exceed four thousand and five hundred dollars (\$4,500.00) annually, in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations. *See N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7, et seq.* Such reimbursement shall comply with all applicable provisions of state and federal statutory and regulatory provisions and guidance, and with board policy.

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

E. Health Benefits.

1. The Board shall provide the Superintendent with individual or family health benefits coverage. Pursuant to applicable law and regulation, the Superintendent shall contribute an amount toward payment of premiums. Such limitation shall in no way link this Contract with any agreement collectively negotiated with district employees. The premium shall be paid by the Superintendent through payroll deduction.

2. The Superintendent may waive coverage in any of the health benefits plans if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board. The Superintendent will be paid the lesser of (twenty- five percent) 25% or Five Thousand Dollars (\$5,000) of the cost of said coverage for waiving such coverage.

F. Vacation Leave:

1. The Superintendent shall be entitled to an annual vacation of twenty (20) working days per year, prorated. All of the vacation days shall be available for the Superintendent's use on July 1st of each year of the Contract.

2. The Superintendent shall take her vacation time after giving the Board President reasonable notice. 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.

3. The Board encourages the Superintendent to take her full vacation allotment each year; however, not more than ten (10) 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.

4. In the event that the Superintendent's Contract is terminated prior to its expiration, unused vacation time shall be paid on a pro-rated basis of two (2) days accrued per month. Upon separation from service earned but unused vacation time will be paid to the Superintendent at the Superintendent's daily rate of pay, based upon a 260-day work year, immediately following her last day of employment. In the event of the death of the Superintendent accumulated, unused vacation days shall be payable to the Superintendent's estate.

G. Holiday Leave. The Superintendent shall be entitled to all holidays granted to other administrators in the district.

H. Personal Leave. The Superintendent shall be entitled to 4 (four) personal days, to attend to personal business during the school day, with full pay during the work year. Personal days may be taken during the school year, whenever possible, with the 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. Personal days are non-cumulative and non-reimbursable.

I. Bereavement Leave. The Superintendent shall be entitled to a maximum of three (3) days at any one time in the event of an administrator's son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunts, uncles, or grandparents death, and up to five (5) consecutive days leave in the event of the death of an administrator's spouse, child, brother, sister, or parent.

J. Mileage Reimbursement. The Superintendent shall be reimbursed for actual mileage when using her personal vehicle for Board business as annually established by the Annual Appropriations Act or the New Jersey Office of Management and Budget. Reimbursement for the use of a personal vehicle shall be tendered only upon proof of compliance with applicable regulations.

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

L. 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 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 her employment. In accordance with N.J.S.A. 18A: 16-6 and 6.1. If,

in the good faith opinion of the Superintendent, a conflict exists in regard to the defense of any claim, demand or action brought against her, and the position of the Board in relation thereto, the Superintendent may engage her own legal counsel, in which event the Board shall indemnify the Superintendent for the costs of her legal defense. 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.

M. Laptop Computer and Cellular Telephone. The Board shall provide the Superintendent with a laptop computer and other necessary equipment for her use. Internet connectivity away from campus shall be the responsibility of the Superintendent. The Board shall be responsible for maintaining said computer. The Board shall provide the Superintendent with a cell phone and shall pay the reasonable monthly charges for talk, text and data in all geographical areas for normal business travel. The Board recognizes that such devices may be used during business and non-business hours for business and incidental personal purposes.

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 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 Superintendent shall be entitled to copies of all back up materials utilized in the process. 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 30th 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 commencement of this Employment Contract, the parties shall meet to review or establish the district's goals and objectives for the ensuing school year. Said goals and objectives, if not yet established, 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 1st 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 regarding the Superintendent's employment, unless the Superintendent is given proper written notice, consistent with *Rice*, and subject to Article III G. 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 VI **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, on or before January 1, 2026, of the Board's intent not to renew this Contract; or
- (6) material misrepresentation of employment history, educational and professional credentials, and criminal background.

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 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 Employment Contract upon at least one hundred and eighty (180) calendar days written notice to the Board, filed with the Board Secretary, of her intention to resign. The Board, in its sole discretion, may approve a resignation on shorter notice.

E. The Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by paragraphs B. and C. *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*. In such event it is understood and agreed 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. 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.

ARTICLE VII **RENEWAL -NON RENEWAL**

This Employment Contract shall automatically renew for a term of 5 (five) calendar years, expiring July 1, 2031, unless either of the following occurs:

A. the Board by contract reappoints the Superintendent for a different term allowable by law;

B. the Board notifies the Superintendent in writing, prior to January 1, 2026, 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; or

C. in accordance with such laws and regulation that would require nullification of this Contract.

ARTICLE VIII **COMPLETE AGREEMENT**

This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties. Any such written agreement is subject to the review and approval of the Executive County Superintendent of Hunterdon County prior to Board approval.

ARTICLE IX **SAVINGS AND CONFLICTS CLAUSE**

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

In the event of any conflict between the terms, conditions and provisions of this contract and the 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 X **RELEASE OF PERSONNEL INFORMATION AND PERSONNEL RECORDS**

The Superintendent shall have the right, upon request, to review the contents of her personnel file and to receive copies at Board expense of any documents contained therein. She shall be entitled to have a representative accompany her during such review. At least once every year, the Superintendent shall have the right to indicate those documents and/or other materials in his 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.

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

IN WITNESS WHEREOF, the parties have set their hands and seals to this Employment

Contract effective on the day and year first above written.

FLEMINGTON RARITAN
REGIONAL SCHOOL DISTRICT
BOARD OF EDUCATION

By: _____

TIM BART
President

KARI MCGANN ED.D
Superintendent

WITNESSED BY:

STEPHANIE VOORHEES
School Business Administrator/Board Secretary

WITNESSED BY:
