

**JEFFERSON TOWNSHIP BOARD OF EDUCATION****Regular Meeting Agenda****Monday, July 10, 2017 7:00 PM (Closed Session) – 7:30 PM (Regular Session)****Jefferson Township Board of Education Central Office**

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- A. \_\_\_\_\_, called the meeting to order at \_\_\_\_\_ PM, and read the Open Meeting Statement, below:

In accordance with the Open Meeting Law, the Jefferson Township Board of Education has caused notice of this meeting to be published by having the date, time and place thereof, posted in the Jefferson Township Municipal Building, with copies of such notice delivered or mailed or electronically mailed to the following:

*DAILY RECORD* and posted on the  
Jefferson Township Board of Education website ([www.Jefftwp.org](http://www.Jefftwp.org));

and a copy of said notice delivered to the Municipal Clerk of the Township of Jefferson and the Jefferson Township Library.

- B. Pledge of Allegiance.

C. <b>ROLL CALL:</b>	<u>Present</u>	<u>Absent</u>
Mr. Cuccio	_____	_____
Mrs. Gould	_____	_____
Mr. Millar	_____	_____
Mrs. Senatore	_____	_____
Mr. Stewart	_____	_____
Mrs. Wildermuth	_____	_____
Mrs. Poulas, Vice President	_____	_____
Mrs. Van Ness, President	_____	_____

**D. CLOSED SESSION**

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, that the Board of Education adopt the following resolution:

BE IT RESOLVED, by the Jefferson Township Board of Education on this 10<sup>th</sup> day of July, 2017 at \_\_\_\_\_ PM, as follows:

1. The Board shall recess to closed session in accordance with the Open Public Meetings Law, N.J.S.A. 10:4-12b (1), (2), (6), (7) and (8). The general nature of the discussion will involve matters confidential by law, any investigations or tactics or techniques to protect persons or public property, litigation, anticipated litigation and attorney-client matters.
2. These matters will be disclosed to the public as soon as the need for confidentiality no longer applies.
3. This resolution shall take effect immediately.

The meeting was called to public session at \_\_\_\_\_ PM.

**E. SUPERINTENDENT'S REPORT**

- Good News and Progress in Our Schools

**F. PRESENTATIONS**

**G. COMMENTS FROM THE AUDIENCE** *(on agenda action items only, if applicable)*

Public participation shall be governed by the following rules (Per District Policy #0167):

1. The Public participation period shall be for **thirty minutes** or fewer;
2. A participant must be recognized by the presiding officer and must preface comments by an announcement of his or her name, place of residence, and group affiliation, if appropriate;
3. Each statement made by a participant shall be **limited to three minutes' duration**;
4. No participant may speak more than once on the same topic until all others who wish to speak on that topic have been heard;
5. All statements shall be directed to the presiding officer;
6. The presiding officer may:
  - a) Interrupt, warn, or terminate a participant's statement when the statement is too lengthy, abusive, obscene, or irrelevant;
  - b) Request any individual to leave the meeting when that person does not observe reasonable decorum;
  - c) Request the assistance of law enforcement officers in the removal of a disorderly person when that person's conduct interferes with the orderly progress of the meeting;
  - d) Call for a recess or an adjournment to another time when the lack of public decorum so interferes with the orderly conduct of the meeting as to warrant such action; and
  - e) Waive these rules when necessary for the protection of privacy or the efficient administration of the Board's business.

**H. INTERVIEW FOR BOARD VACANCY****APPOINTMENT TO FILL BOARD VACANCY**

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to appoint \_\_\_\_\_ the **unexpired term** on the Jefferson Township Board of Education.

**I. COMMITTEE REPORTS****J. MINUTES OF MEETINGS**

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, that the minutes of the following meetings be approved as submitted:

June 12, 2017 Regular Meeting Minutes

June 12, 2017 Executive Session Minutes

**K. FINANCE AND BUILDING NEEDS COMMITTEE**

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to accept the recommendation of the Superintendent to approve and adopt motions K.1 through K.15, as described below:

**K.1** Motion to approve the **purchase order** list dated June 2017 in the amount of **\$193,714.69**.

**K.2** Motion to approve the **vendors' bills list** for release on July 11, 2017, in the amount of **\$577,033.75**

**K.3** Motion that the Board of Education approve the **certification** by the Board Secretary, pursuant to N.J.S.A. 18A:17-9, that as of May 31, 2017, no line item account has encumbrances and expenditures, which in total exceed the line item appropriation in violation of N.J.A.C. 6A:23-2.11(a).

**K.4** Motion to certify, in accordance with N.J.A.C. 6A:23-2.11(c), that as of May 31, 2017, after review of the Board Secretary's and Treasurer's **Monthly Financial Reports** and upon consultation with the appropriate district officials, to the best of our knowledge no major account or fund has been over-expended in violation of N.J.A.C. 6A:23-2.11(b), and that sufficient funds are available to meet the district's financial obligations for the remainder of the fiscal year.

**K.5** Motion to approve agreement with Prime Healthcare Services – Saint Clare’s, LLC to provide certain healthcare services to the district at discounted rates for 2017-2018.

**K.6** Motion to submit and accept **FY18 Individuals With Disabilities Education Act (IDEA)** Consolidated Grant Original Application in the amount of:

Basic	\$ 664,779
Preschool	\$ 30,650

**K.7** Motion to accept the following **donation** from the Milton Tri-PTA, awarded to the Cozy Lake School and Milton School, in accordance with Policy # 7230, Gifts, Grants and Donations.

Item/Purpose	Amount
Two 8 x 12 Wooden Storage Sheds for PE and Outdoor Recess Equipment (Milton & Cozy Lake)	\$ 3,844.00
Fifteen Document Cameras to project student projects and items for class discussion/discovery (Milton & Cozy Lake)	\$ 1,200.00
Portable Speaker w/wireless microphone for reading program (Cozy Lake)	\$ 375.00
Subscription to ESGI Kindergarten Assessment Program (Milton)	\$ 736.00
Triple Ball Toss for Playground (Milton)	\$ 606.00

**K.8** Motion to accept the following **donation** from the Consolidated Tri-PTA, awarded to the Stanlick School, in accordance with Policy # 7230, Gifts, Grants and Donations.

Item/Purpose	Amount
Language Arts easels (17)	\$ 4,321.00
iPhone and View Master Starter Headsets (10)	\$ 1,964.07

**K.9** Motion to accept the following **donation** from the Morris County Sheriff’s Department, awarded to the Jefferson Township High School, in accordance with Policy # 7230, Gifts, Grants and Donations.

Item/Purpose	Amount
Robot in non-functioning condition (2) – received as non-operational, now operational	\$ 4,000.00

**K.10** Motion to approve the Application of the NJDOE **Change of Use** for the 2017-2018 school year of the following rooms:

School	Room	Original Use	Proposed Use
Middle School	A6	Health Room	CST Office

**K.11** Motion to approve the Application of the NJDOE **Temporary or Dual Use** for the 2017-2018 school year of the following rooms:

School	Room	Temporary	Dual
Briggs	119		X
Cozy Lake	118		X
Milton	7, 10		X

**K.12** Motion to approve the **renewal** of the NJDOE Application for **Alternate Use of Toilet Facilities** for the 2017-2018 school year for rooms 3, 4, 5, 6, 10, 11, 12, 14 and 15 at Milton School.

**K.13** Motion to award auction of school bus listed below for \$22,000, as per sales agreement with the Hunterdon County Education Services Commission. (*Bid breakdown sheet attached*)

Vehicle ID	Year	Description	Highest Offer
4DRBUAAP65A983603	2007	54 Passenger IC Corp	\$ 13,500.00
4DRBUAFP36B261204	2005	54 Passenger IC Corp	\$ 8,500.00

- K.14** Motion to approve the disposal of **obsolete equipment**, as shown below, in accordance with Policy #7300, Disposition of Property, as listed below:

<u>School/Department</u>	<u>Bar Code/Serial No.</u>	<u>Equipment Description</u>
Facilities	005153	Ride on Tennant T7
Facilities	3161	Tennant 5680
Facilities	590	Tennant Nobels Carpet Extractor
Facilities	567	NSS Wrangler 200
Facilities	1544	NSS Wrangler 200
Facilities	4073	Tomcat 20HD Edge
Briggs	0298, 0270, 0376, 0441 & 0942	TV Cabinets

- K.15** Motion to accept and approve the following resolution in accordance with Travel and Work Related Expenses N.J.A.C. 6A:23B:

**WHEREAS**, The employees listed in Attachment A, are attending the named professional development seminar at such identified venues, and

**WHEREAS**, The attendance at stated function was previously approved by the Superintendent, or designee, as work related and within the scope of the work responsibilities of the attendee; and

**WHEREAS**, The attendance at the function was approved as promoting delivery of instruction or furthering efficient operation of the school district; and fiscally prudent, and

**WHEREAS**, The travel and related expenses particular to attendance at this function are in accordance with the state travel guidelines established by the Department of Treasury in NJOMB circular letter; be it

**RESOLVED**, That the Board finds the travel and related expense and the expenses particular to attendance at this previously approved function is necessary/unavoidable, be it further

**RESOLVED**, That the expense is justified and therefore reimbursable (*Appendix A*).

**L. PERSONNEL COMMITTEE**

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to accept the recommendation of the Superintendent to approve and adopt motions L.1 and L.4, as described below:

- L.1** Motion to take action on personnel matters, as listed below; and appoint and submit to the Executive County Superintendent applications for emergent hiring and the applicant's attestation that he/she has not been convicted of any disqualifying crime pursuant to the provisions of N.J.S.A. 18A:6-7.1 et. Seq., N.J.S.A. 18A:39-17 et. seq., or N.J.S.A. 18A:6-4.13 et. seq. for those employees listed below: (All appointments are contingent upon receipt of proper teaching certification and all salary placements are pending receipt of college transcripts verifying degree status and letter stating years of service in other districts).

<b>PERSONNEL</b>								
<b>A. ADMINISTRATIVE</b>								
<b>Name</b>	<b>Nature of Action</b>	<b>Position/Control Number</b>	<b>Deg/Step</b>	<b>Salary</b>	<b>Loc.</b>	<b>Date Effective</b>	<b>Date Termin.</b>	<b>Discussion</b>
Jeanne Howe 11-000-230-100-000	Salary Adjustment	Assistant Superintendent 08-90-92/bws		\$173,042	District	7/1/17	6/30/18	
Rita Oroho-Giacchi 11-000-251-104-000	Salary Adjustment	Assistant Business Administrator 08-90-90/btk		\$99,041	District	7/1/17	6/30/18	
Dora Zeno 11-000-251-104-000	Salary Adjustment	Business Administrator/Board Secretary 15-90-92/abe		\$188,852	District	7/1/17	6/30/18	

<b>B. INSTRUCTIONAL</b>								
<b>Name</b>	<b>Nature of Action</b>	<b>Position/Control Number</b>	<b>Deg/Step</b>	<b>Salary</b>	<b>Loc.</b>	<b>Date Effective</b>	<b>Date Termin.</b>	<b>Discussion</b>
Danielle Bikofsky 11-000-216-101-000	Appoint	Speech Language Specialist 10-50-50/ads	MA Step 5	\$53,205	Cozy Lake	9/1/17	6/30/18	Replacing A. Araneo
Jennifer Foley 11-130-100-101-000	Appoint	English Language Arts Teacher 10-70-70/apv	BA Step 6	\$54,999	JTMS	9/1/17	6/30/18	
Laureen Golden 11-130-100-101-000	Appoint	English Language Arts Teacher 10-70-70/aop	BA+15 Step 5	\$54,999	JTMS	9/1/17	6/30/18	Replacing G. Walker
Susan Lindsay 11-230-100-101-000	Appoint	Reading Specialist 10-30-30/ajt	MA Step 11	\$62,753	Briggs	9/1/17	6/30/18	Replacing RK
Christine Lyons* 11-130-100-101-000	Appoint	Spanish Teacher 10-70-70/azg	BA Step 6	\$54,999	JTMS	9/1/17	6/30/18	Replacing R. Fugger
Candace Margiotta-Ross 11-140-100-101-000	Appoint	Family & Consumer Science Teacher 10-80-80/asz	BA Step 21	\$79,942	JTHS	10/16/17	6/30/18	Replacing T. Liuzzi. Start date may be sooner upon release from current district
Gabrielle Meade 11-120-100-101-000	Appoint	Elementary Teacher 10-30-30/bod	BA Step 2	\$53,384	Briggs	9/1/17	6/30/18	
Brianna Reggiani* 11-120-100-101-000	Appoint	Elementary Teacher 10-30-30/agq	BA Step 1	\$52,784	Briggs	9/1/17	6/30/18	
Jessica Tanis 11-120-100-101-000	Appoint	Elementary Teacher 10-30-30/app	BA Step 6	\$54,999	Briggs	9/1/17	6/30/18	
Michael Fernandes 11-140-100-101-000	Extra Hours	Athletic Trainer 10-80-80/ats		\$33.89/hr.**	JTHS	5/30/17	6/8/17	Not to exceed 25 hours
Heather Smith 11-130-100-101-000	Rescind Assignment Change	Science Teacher 10-70-70/bjc			JTMS	9/1/17	6/30/18	Grade 7
Amanda Araneo	Resignation	Speech Language Specialist 10-50-50/ads			Cozy Lake	6/30/17	7/1/17	
Cheryl Bellew	Resignation	Science Teacher 10-70-70/aqa			JTMS	6/30/17	7/1/17	
Rachel Fugger	Resignation	Spanish Teacher 10-70-70/azg			JTMS	6/30/17	7/1/17	
Kyla Kelly	Resignation	Physical Education/Health Teacher 10-80-80/atm			JTHS	6/30/17	7/1/17	
Edward Lee	Resignation	School Psychologist 10-40-40/adc			Milton	6/30/17	7/1/17	
Teresa Liuzzi	Resignation	Family & Consumer Science Teacher 10-80-80/asz			JTHS	6/30/17	7/1/17	
MC	Medical Leave	10-60-60/ahu			White Rock	9/1/17	10/25/17	Utilizing 37 personal illness days
MC	Family Leave	10-60-60/ahu			White Rock	10/25/17	6/30/18	Unpaid

\*Requires Mentoring

\*\*14/15 salary guide until such time as negotiations have been completed

<b>C. NON-INSTRUCTIONAL</b>								
<b>Name</b>	<b>Nature of Action</b>	<b>Position/Control Number</b>	<b>Deg/Step</b>	<b>Salary</b>	<b>Loc.</b>	<b>Date Effective</b>	<b>Date Termin.</b>	<b>Discussion</b>
Richard Buske 11-000-270-160-000/ 11-000-261-100-000	Appoint	Mechanic, Level II 12-90-92/bsv 12-90-92/alp	Step 3	\$33.52/hour**	Transportation	7/19/17	6/30/18	Replacing R. Arcuri
Joseph Baldwin 11-000-266-100-130	Salary Adjustment	Security Technician 12-90-92/bxp		\$64,219	District	7/1/17	6/30/18	
Louis Chuddley 11-000-260-100-000	Salary Adjustment	Building Services Coordinator 12-90-92/bzn		\$88,465	District	7/1/17	6/30/18	
William Eagen 11-000-230-110-000	Salary Adjustment	Treasure of School Monies 12-00-92/bly		\$6,856	District	7/1/17	6/30/18	
Kimberly Fleming 11-000-230-105-000	Salary Adjustment	Confidential Secretary 08-90-92/aeb		\$65,000	District	7/1/17	6/30/18	
Robert Fleming 11-000-252-100-000	Salary Adjustment	Technology Coordinator 08-80-82/bta		\$115,411	District	7/1/17	6/30/18	
Manal Fouad 11-000-251-105-000	Salary Adjustment	Benefits Coordinator 12-90-92/aem		\$62,698	District	7/1/17	6/30/18	
Richard Gherardi 11-000-252-100-000	Salary Adjustment	Network Administrator 12-80-82/btb		\$101,833	District	7/1/17	6/30/18	
Donna Guarino 11-000-251-105-000	Salary Adjustment	Human Resources Coordinator 058-90-92/bey		\$73,980	District	7/1/17	6/30/18	

Mary Judge 11-000-230-105-000	Salary Adjustment	Administrative Assistant 08-90-92/aej		\$74,999	District	7/1/17	6/30/18	
Patricia McGill 11-000-251-105-000	Salary Adjustment	Purchasing Specialist 08-90-92/aeq		\$65,490	District	7/1/17	6/30/18	
Alan Meacham 11-000-252-100-000	Salary Adjustment	Technology Support Assistant 08-80-82/btc		\$80,300	District	7/1/17	6/30/18	
Jennifer Renninger 11-000-251-105-000	Salary Adjustment	Confidential Secretary 08-90-92/aeo		\$56,954	District	7/1/17	6/30/18	
Tracy Shatzel 11-000-251-105-000	Salary Adjustment	Confidential Secretary 08-90-92/ael		\$66,000	District	7/1/17	6/30/18	
Karen Slusark 11-000-240-105-000	Salary Adjustment	Educational Technology Analyst 12-90-92/bxz		\$56,513	District	7/1/17	6/30/18	
Blake Vichengrad 11-000-260-100-000	Salary Adjustment	Supervisor of Facilities and Custodial Staff 12-90-92/gzh		\$115,000	District	7/1/17	6/30/18	Plus merit
Shannon Wilson 11-000-270-160-000	Salary Adjustment	Transportation Supervisor 08-90-92/bfz		\$92,907	District	7/1/17	6/30/18	
Nicole Fabiano	Resignation	Special Education Aide 09-50-50/bwq			Cozy Lake	6/30/17	7/1/17	
Bryan Puterbaugh 11-000-270-160-000 (.80) 11-000-261-100-000 (.20)	Rescind	Mechanic II 12-90-92/alp 12-90-92/bsv	Step 1	\$29.82/hr.	Transportation	7/5/17	6/30/18	Replacing R. Arcuri
DS	Medical Leave	10-90-90/bfk				6/15/17	6/22/17	Utilizing 5 personal illness days

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<b>D. EXTRA DUTY PAY</b>								
<b>Name</b>	<b>Nature of Action</b>	<b>Position</b>	<b>Level</b>	<b>Salary**</b>	<b>Loc.</b>	<b>Date Effective</b>	<b>Date Termini.</b>	<b>Discussion</b>
Rachel Brown	Appoint	Yearbook	4	\$3689.00	JTHS	9/1/17	6/30/18	
Sherry Cella	Appoint	Yearbook Co-Advisor (1 of 2)	3	\$1084.50	JTMS	9/1/17	6/30/18	
Candace Margiotta-Ross	Appoint	Culinary Club	1	\$646.00	JTHS	10/16/17	6/30/18	
Cheryl Bellew	Rescind	Detention Monitor Co-Advisor: 1 of 3	4	\$1188.00	JTMS	9/1/17	6/30/18	
Cheryl Bellew	Rescind	Grade 8 Team co-Advisor: 2 of 3 (1 of 2)	3	\$361.50	JTMS	9/1/17	6/30/18	
Rachel Brown	Rescind	Yearbook Co-Advisor	4	\$1844.50	JTHS	9/1/17	6/30/18	
Teresa Liuzzi	Rescind	Culinary Club	1	\$646.00	JTHS	9/1/17	6/30/18	
Teresa Liuzzi	Rescind	Yearbook Co-Advisor	4	\$1844.50	JTHS	9/1/17	6/30/18	
Patricia Szuskowski	Rescind	Yearbook Co-Advisor (1 of 2)	3	\$1084.50	JTMS	9/1/17	6/30/18	

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<b>E. 2017-18 SCHOOL YEAR COACHING STAFF</b>								
<b>FALL</b>								
<b>Name</b>	<b>Nature of Action</b>	<b>Position</b>	<b>Step</b>	<b>Salary**</b>	<b>Loc.</b>	<b>Date Effective</b>	<b>Date Termin.</b>	<b>Discussion</b>
Katelyn Cannarozzi*	Appoint	Assistant Field Hockey	N/A	N/A	JTHS	7/1/17	6/30/18	Volunteer
Shannon Chapman	Salary Correction	Head XC Boys/Girls	3	\$6002.71	JTHS	7/1/17	6/30/18	4 years of service
Christopher Eastman	Salary Correction	Assistant XC Boys/Girls	3	\$4497.05	JTHS	7/1/17	6/30/18	1 year of service

**\* Represents out of district coach**

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F. SUMMER STAFF APPOINTMENTS							
Name	Nature of Action	Position	Salary	Loc.	Date Effective	Date Termin.	Discussion
Ian Cantwell	Appoint	Summer Custodian	\$13.00/hr.	District	6/26/17	8/31/17	
Robert Luongo	Appoint	Summer Custodian	\$13.00/hr.	District	6/26/17	8/31/17	
James McDermid	Appoint	Summer Custodian	\$13.00/hr.	District	6/26/17	8/31/17	
Douglas Pearson	Appoint	Summer Custodian	\$13.00/hr.	District	6/26/17	8/31/17	
James Smith	Appoint	Summer Custodian	\$13.00/hr.	District	6/26/17	8/31/17	
Anthony Tantillo	Appoint	Summer Custodian	\$13.00/hr.	District	6/26/17	8/31/17	

G. EXTENDED SCHOOL YEAR							
Name	Nature of Action	Position	Salary**	Loc.	Date Effective	Date Termin.	Discussion
Bethany Dixon	Additional Hours	Speech Language Specialist	\$37.39/hr.	White Rock	7/5/17	8/1/17	Extra ESY hours not to exceed 14 hours
Halei Van Dyke*	Additional Hours	Special Education Teacher	\$33.89/hr.	White Rock	7/5/17	8/1/17	Additional 1 hour per day not to exceed 20 hours
Edward Lee	Rescind	Psychologist	\$271.10/diem	White Rock	7/5/17	8/1/17	Not to exceed 10 days

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<b>H. CURRICULUM WRITING</b> 11-000-221-104-20							
<b>Name</b>	<b>Nature of Action</b>	<b>Position</b>	<b>Salary**</b>	<b>Loc.</b>	<b>Date Effective</b>	<b>Date Termin.</b>	<b>Maximum Hours</b>
Alyssa Parola	Appoint	ELA, Grade 5	\$37.14/hr.	Stanlick	7/1/17	6/30/18	20 hours
Lisa Young	Rescind	ELA, Grade 5	\$37.14/hr.	Stanlick	7/1/17	6/30/18	20 hours

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<b>I. SUMMER EVALUATION PERSONNEL</b>							
<b>Name</b>	<b>Nature of Action</b>	<b>Position</b>	<b>Salary**</b>	<b>Loc.</b>	<b>Date Effective</b>	<b>Date Termin.</b>	<b>Discussion</b>
Danielle Honstetter	Additional Days	Psychological Evaluations and Summer CST Meetings	\$488.06/diem	District	7/1/17	8/31/17	Not to exceed 12 days total
Vanessa Petersen	Additional Days	Psychological Evaluations and Summer CST Meetings	\$431.18/diem	District	7/1/17	8/31/17	Not to exceed 16 days total
Niemah Scherlacher	Additional Days	Educational evaluations and Summer CST Meetings	\$493.06/diem	District	7/1/17	8/31/17	Not to exceed 16 days total
Stephanie Cioppa	Rescind	Psychological Evaluations and Summer CST Meetings	\$271.10/diem	District	7/1/17	8/31/17	Not to exceed 10 days

**L.2 WHEREAS**, Dr. Patrick R. Tierney and the Board have entered into discussions which have resulted in the preparation of a proposed successor contract of employment for Dr. Tierney; and

**WHEREAS**, in order to satisfy the statutory requirements, the prior contract dated December 15, 2015 must be rescinded to enable the Board and Dr. Tierney to enter into a successor contract for five years; and

**WHEREAS**, Dr. Tierney consents to such rescission for the purpose of entering a successor agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Jefferson Township Board of Education as follows:

That the December 15, 2015 contract between Dr. Tierney and the Board is hereby rescinded so that the Board and Dr. Tierney can enter into a successor agreement as memorialized below; and

**WHEREAS**, in order to continue the professional relationship, Dr. Tierney and the Board have entered into discussions which have resulted in the preparation of a successor contract of employment for Dr. Tierney; and

**WHEREAS** in order to satisfy the requirements of N.J.S.A. 18A:17-15, the Board and Patrick R. Tierney have agreed to a contract term of five years, effective July 1, 2017 through June 30, 2022 at the salary levels specified in the contract;

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the Jefferson Township Board of Education as follows:

- (1) The Board formally reappoints Patrick R. Tierney, Ed.D. to the position of Superintendent of Schools, and further
- (2) The Board authorizes the President and Board Secretary to execute the attached contract of employment which has been agreed to by the parties and has been approved by the Interim Executive County Superintendent.

**L.3** Motion to approve an **Agreement** between the Jefferson Township Board of Education and the Jefferson Township Education Association (JTEA), having been advised of ratification by the JTEA, for school years 2015-2016, 2016-2017, 2017-2018; effective July 1, 2015 through June 30, 2018.

**L.4** Motion to approve the following job descriptions:

- Custodian (Revision)
- Head Custodian

**M. EDUCATION, SPECIAL EDUCATION AND TECHNOLOGY COMMITTEE**

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to accept the recommendation of the Superintendent to approve and adopt motions M.1 through M.8, as described below:

- M.1** Motion to **rescind student placement** for the **2017-2018** school year, as indicated below plus related services as needed:

Student	School	Tuition	Effective
M/17-7	Northern Hills Sussex	\$99,155.30	9/6/17

- M.2** Motion to approve **student received** for the 2016-2017 school year, as indicated below:

Student	School	Tuition	Effective
F/18-6	Saddle Brook School District	\$1,760.00	5/25/17-6/30/17

- M.3** Motion to **approve student placement** for the **2016-2017** school year, as indicated below plus related services as needed:

Student	School	Tuition	Effective
F/14-11	Waterford Township Board of Education	\$3,046.05	4/18/17 – 6/30/17
<del>F/10-6</del>	<del>Mt. Olive School District</del>	<del>\$8,154.74</del>	<del>1/17/17-6/30/17</del>
<del>F/12-3</del>	<del>Mt. Olive School District</del>	<del>\$8,154.74</del>	<del>1/17/17-6/30/17</del>

- M.4** Motion to **approve student placement** for the **2017-2018** school year, as indicated below plus related services as needed:

Student	School	Tuition	Effective
F/3-10	Mountain Lakes – Lake Drive Support Program	\$1,280.00	7/5/17-8/1/17
F/3-10	Mountain Lakes – Lake Drive Support Program	\$24,320.00	9/6/17-6/30/18
F/7-6	Mountain Lakes – Lake Drive Support Program	\$3,320.00	9/6/17-6/30/18
M/6-6	Mountain Lakes – Lake Drive Support Program	\$6,080.00	9/6/17-6/30/18

- M.5** Motion to approve the following **overnight trips**:

School/Group/Activity	Location	Dates
JTHS Baseball Team, - Spring Training	Fort Pierce, FL	March 13-18, 2018
JTHS PDP Leaders – Leadership Training Retreat	Sacred Heart Center, Newton, NJ	September 17-19, 2017

- M.6** Motion to Recognize and Accept the Harassment, Intimidation and Bullying Incidences (HIB) June 12, 2017 through July 10, 2017.

**RESOLVED**, That upon the Recommendation of the Superintendent, the Jefferson Township Board of Education recognizes the Harassment, Intimidation, and Bullying incidences reported from June 12, 2017 through July 10, 2017, as summarized below:

School	Incidents Reported	Confirmed Incidents of HIB	Inconclusive – Case Will Remain Active
Ellen T. Briggs	1	0	0
Stanlick	2	0	0
Milton	0	0	0
Cozy Lake	0	0	0
White Rock	0	0	0
JTMS	2	0	0
JTHS	2	0	0

**BE IT FURTHER RESOLVED**, that the Jefferson Township Board of Education approves the remedial and disciplinary action taken by the building principals.

- M.7** Motion to accept the Annual Harassment, Intimidation and Bullying Self-Evaluation for SY17.

- M.8** Motion to accept the Annual District Summary Progress Report – Wellness Policy 8505 for SY17.



**Enrollment as of 6/21/17:**

	<b>June 2016</b>	<b>June 2017</b>
Milton	158	173
Cozy Lake	206	188
Arthur Stanlick	344	324
E.T. Briggs	288	298
White Rock	386	359
<b>Total Elementary</b>	<b>1,382</b>	<b>1,342</b>
JTMS	765	777
JTHS	1,006	1,000
<b>GRAND TOTAL</b>	<b>3,153</b>	<b>3,119</b>
Tuition students received	5	8
Out-of-district placement	42	35

**N. POLICY COMMITTEE**

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to accept the recommendation of the Superintendent to approve motions N.1 and N.2, as described below:

**N.1 Motion to approve the **First Reading** of the following (copy available for review):**

<b>File Code</b>	<b>Title</b>	<b>Action</b>
5511R	Dress Code	Revised

**N.2 Motion to approve the **Second Reading** of the following (copy available for review)**

<b>File Code</b>	<b>Title</b>	<b>Action</b>
5230P	Late Arrival and Early Dismissal	Revised
5420P	Reporting Student Progress	Revised
5420R	Reporting Student Progress	Revised
5530R	Substance Abuse	Revised
5600R	Student Discipline/Code of Conduct	Revised
1240P	Evaluation of the Superintendent	Revised
1240R	Evaluation of the Superintendent	Revised
1511P	Board of Education Website Accessibility	New
3126P	District Mentoring Plan	Revised
3126R	District Mentoring Plan	Revised
3221P	Evaluation of Teachers	Revised
3221R	Evaluation of Teachers	Revised
3222P	Evaluation of Teaching Staff Member, Excluding Teachers and Administrators	Revised
3222R	Evaluation of Teaching Staff Member, Excluding Teachers and Administrators	Revised
3223P	Evaluation of Administrators, Excluding Principals, Vice Principals and Assistant Principals	Revised
3223R	Evaluation of Administrators, Excluding Principals, Vice Principals and Assistant Principals	Revised
3224P	Evaluation of Principals, Vice Principals and Assistant Principals	Revised
3224R	Evaluation of Principals, Vice Principals and Assistant Principals	Revised
3240P	Professional Development for Teachers and School Leaders	Revised
3240R	Professional Development for Teachers and School Leaders	Revised
5610P	Suspension	Revised
5610R	Suspension	Revised
5620P	Expulsion	Revised
7424P	Bed Bugs	New
7424R	Bed Bugs	New
7461P	District Sustainability Policy	New
8505 P	Local Wellness Policy/Nutrient Standards for Meals and Other Foods	Revised
8550 P	Unpaid Meal Charges/Outstanding Food Service Charges	Revised

**O. COMMUNICATIONS**

**P. OLD BUSINESS**

**Q. NEW BUSINESS**

**R. PUBLIC COMMENTS**

- Please refer to Section G “Public participation shall be governed by the following rules (Per District Policy #0167)”

**S. BOARD MEMBER COMMENTS**

**T. ADJOURN**

## Appendix A

Name	Event Date	Location	Seminar/Function	Registration Fee \$	Transportation	Travel/ Miles	Lodging per day (not to exceed)	# Nights	Meal Cost per day (not to exceed)	# Meal Days	Total Expense (not including parking/ tolls/miscellaneous fees)
Breznak, Christina	10/27	New Brunswick, NJ	50 <sup>th</sup> Annual Conference on Reading and Writing	\$ 180.00	Own	120	-	-	-	-	\$ 180.00
Howe, Jeanne	7/19 & 8/2	New Brunswick, NJ	Streamline RTI with Google Apps and K-6 Standards Based Report Cards 2.0	\$ 250.00	Own	206	-	-	-	-	\$ 250.00
Zeno, Dora	9/21-9/25	Denver, CO	ASBO International Annual Conference	\$ 695.00	\$414.40	74	\$274.25	4	\$69	5	\$ 2,235.84

*All Meals are prorated 75% on travel days*

## CONTRACT OF EMPLOYMENT

This Contract, made this 12<sup>th</sup> day of June, 2017, between

THE BOARD OF EDUCATION OF JEFFERSON TOWNSHIP,  
in Morris County (hereinafter “the Board”)  
with offices located at  
31 State Highway 181  
Lake Hopatcong, New Jersey 07849-9501

and

Patrick R. Tierney, Ed.D. (hereinafter “the Superintendent”)

### PREAMBLE

### WITNESSETH

**WHEREAS**, the Board has determined that it is appropriate to enter into a new formal contractual relationship with Dr. Patrick R. Tierney, as the Chief School Administrator 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 Patrick R. Tierney, Ed.D. as Superintendent of Schools for the period of July 1, 2017 through June 30, 2022. The parties acknowledge that this Contract must be approved by the Morris 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 attached as Exhibit A.

## 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 B.
- 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 permission of the Board. Should the Superintendent choose to engage in such outside activities on weekends, on his/her vacation time, or at other times when he is not required to be present in the district, he shall retain any honoraria paid. The Superintendent shall notify the Board President in the event he 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 him to work long and irregular hours, and occasionally may require that 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 him. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out his 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, 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 him that his/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.
- 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 IV

### Salary and Benefits

- A. Initial Salary. The Board shall pay the Superintendent an annual salary of \$196,584 dollars, inclusive of a high school stipend of \$5,000, for school year July 1, 2017 through June 30, 2018, with a 2% increase for succeeding years:

2018 – 2019	\$200,516.00
2019 – 2020	\$204,526.00
2020 – 2021	\$208,617.00
2021 – 2022	\$212,789.00

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

- 1. Merit Increases. Annual merit increases may be provided based on the Superintendent's progress toward achieving annual district goals. These performance-based salary increases shall be granted on July 1, 2018, and on July 1st of each subsequent year of this Employment Contract and shall not become part of the base

salary for the school year immediately following the evaluation. Written criteria for determining each merit increase shall be set forth in the Superintendent's goals and will be established by September 1st of each school year, or within sixty (60) days of commencing employment, for the next succeeding school year. Both parties will discuss and mutually agree upon a draft of the criteria prior to adoption by the Board and the approval Morris Executive County Superintendent in compliance with *P.L.2007, c. 53, The School District Accountability Act and N.J.A.C. 6A:23A-3.1, et seq.* The Board and Superintendent shall select up to three (3) quantitative merit criteria and up to two (2) qualitative merit criteria per contract year. The Morris County 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 and/or qualitative merit criteria. The Superintendent shall receive a merit bonus in amount up to 3.33% of his annual salary for each quantitative merit criterion achieved, and/or a merit bonus in amount of up to 2.5% of annual salary for each qualitative merit criterion achieved. The Board shall submit a resolution to the Morris County 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 goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated. The written criteria established by the parties shall become part of this Contract and incorporated by reference herein.

2. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight June 30, 2022 (the final day of this Contract) unless the parties have agreed to a contract extension and that extension has been approved by the Executive County Superintendent. The terms of the extension will govern all increases to take effect after July 1, 2022. 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.*
- B. Health Benefits: Effective the first day of employment, the Board shall provide the Superintendent with full family Dental Insurance (Delta Dental) and full family Health Insurance as any certified staff member would receive from one of the following Cigna plans as delineated in Exhibit C. The Superintendent is subject to the provisions of Chapter 78, PL 2011.
- C. Waiver of Insurance: If the Superintendent elects to opt out of medical coverage, the Board of Education shall pay him at the following rate annually:
- |                    |         |
|--------------------|---------|
| 1) Single          | \$1,750 |
| 2) Employee/spouse | \$3,500 |
| 3) Parent/child    | \$3,000 |
| 4) Family          | \$4,500 |
- D. Professional Membership: The Superintendent shall be entitled to membership, at the Board's expense for professional dues in the following professional associations: New Jersey Association of School Administrators (NJASA), American Association of School Administrators (AASA), Morris County Association of School Administrators (MCASA), 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 professional conferences and similar expenses which he may incur while discharging the duties of Superintendent in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations. (*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. The Superintendent shall be entitled to attend the annual NJSBA/NJASA/NJASBO Workshop and Convention and the annual conference of the NJASA. The Superintendent shall be entitled to attend the annual National NJASA Workshop and Convention. Reimbursement or payment for such expenses shall be made in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations, and Board policy.

- E. Publications: The Superintendent may subscribe to appropriate educational and/or professional publications at an annual limit of \$200.
- F. Sick leave: The Superintendent shall receive fifteen (15) sick days annually. The Board recognizes that Dr. Tierney accumulated sick leave days in his employment in the Roxbury Board of Education. Upon commencement of employment, the Board shall provide the Superintendent with an initial sick leave bank of thirty (30) non-reimbursable days for his use in the event of illness. The sick leave bank will be reduced on a one-for-one basis for each day of sick leave Dr. Tierney earns in the Jefferson Board of Education. Upon retirement of employment, the Superintendent shall receive within sixty (60) days, compensation for unused sick days at 35% of his/her current per diem rate during the term of this Agreement in accordance with *N.J.A.C. 6A:23A-3.1* at a maximum of \$15,000.
- G. Vacation Leave:
  1. The Superintendent shall be entitled to an annual vacation of twenty-five (25) working days per year. All of the vacation days shall be available for the Superintendent's use on July 1<sup>st</sup> of each year of the Contract.
  2. The Superintendent shall take his/her vacation time after giving the Board President reasonable notice. School vacations do not constitute time off for the Superintendent unless he uses his/her 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.
  3. The Board encourages the Superintendent to take his/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. If the Superintendent dies, payment can be made to his/her estate for unused vacation days.
  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. In the event this Contract is not renewed, earned but unused vacation time will be paid at the Superintendent's daily rate of pay, based upon a 260 day work year, following his/her last day of employment. However, at the Board's discretion, should termination or non-renewal occur, the Board reserves the right to require the Superintendent to use his/her full vacation entitlement.



- H. Holidays and Snow Days: The Superintendent shall be entitled to all holidays granted to all twelve month administrators in the school district. Holidays and snow days shall include the following:
- Independence Day
  - Labor Day
  - NJEA Convention
  - Thanksgiving and the day after Thanksgiving
  - Christmas Eve and Christmas Day
  - New Year's Eve and New Year's Day
  - Good Friday
  - Memorial Day
  - Three Floating Days that may be assigned/unassigned
  - Snow days: do not report to work when schools are closed due to inclement weather.
- I. Personal Days: The Superintendent shall be entitled to five (5) 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 with the prior permission of 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 as defined in this Article shall be added to the Superintendent's accumulated sick leave for the ensuing school year. Unused personal days added to unused sick days in a single year may not exceed 15 days as per 18A:30-7.
- J. Family Illness Days: Full pay for not more than five (5) days in each school year shall be paid to the Superintendent for absence due to illness of any member of Superintendent's immediate family living in his/her household, life partner living in immediate household, or for any member of his/her immediate family not living in his/her household for whom a doctor's certificate is provided stating that the employee's presence is required for medical reasons. The immediate family is defined as: spouse, civil union or domestic partner, child, father, mother, father-in-law, mother-in-law, brother and sister.
- K. Bereavement: The Superintendent shall be entitled to the following bereavement leave:
1. Up to five (5) school days at any one time in the event the death of employee's spouse, civil union or domestic partner, child or parent; and
  2. Up to three (3) calendar days at any one time in the event of the death of an employee's son-in-law, daughter-in-law, grandparent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law and grandchild.
  3. One (1) calendar day in the event of the death of a relative outside the employee's immediate family as defined above.
  4. One day from 1 and 2 above, may be reserved by the employee for use within three (3) months of death.
- L. Use of Personal Vehicle: The Superintendent shall be reimbursed for actual mileage when using his/her personal vehicle for Board business as annually established by the Annual Appropriations Act or the New Jersey Office of Management and Budget, not to exceed \$7,000.

- M. Board Equipment: The Superintendent shall be paid \$30.00 per month for his personal cell phone used for business-related calls.
- N. Professional Growth: The Board shall pay for and/or reimburse the Superintendent for registration fees, tuition, expenses, textbooks and all other reasonable expenses for conferences, seminars and/or graduate school coursework at institutions of the Superintendent's choosing and which are approved in advance by the Board, in an amount not to exceed four thousand dollars (\$4,000.00) annually. The Superintendent shall follow the Board Policy in supplying the necessary documentation when seeking reimbursement and shall report to the Board regarding attendance at conferences or seminars and courses taken. These expenses must conform to 18A:11-12 and NJPMB Circular.
- O. Legal Representation: Pursuant to the provisions of N.J.S.A. 18A:16-6 and -6.1, the Board shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings of an kind brought against the Superintendent for any act or omission arising out of and in the course of the lawful performances of his/her duties. If the Superintendent and the Board agree that a conflict exists in regard to the defense of any claim, demand, or action brought against him, and the position of the Board in relation thereto, the Superintendent may engage his/her own legal counsel, with prior approval by the Board at the hourly rate to be charged by such counsel, in which event the Board shall indemnify the Superintendent for the reasonable costs of his/her legal defense; provided, however, that this provision shall not apply in the event separate counsel is provided to the Superintendent by the Board's insurance carrier. Nothing in this section shall prevent the Superintendent from retaining an attorney of the employee's choices at his/her own expense, without reimbursement from the Board.

## ARTICLE V

### Annual Evaluation

The Board shall evaluate the performance of the Superintendent at least once a year in accordance with statutes, regulations and Board policy relating to Superintendent Evaluation. Each annual evaluation shall be in writing and shall represent a consensus of the Board. A copy of the evaluation shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The Board may meet in closed session to discuss the evaluation and the Superintendent's performance where a Rice notice has been served upon the Superintendent giving notice that the Superintendent's employment will be discussed in closed session, and the Superintendent has not requested that the meeting be conducted in public. The 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 NJ Quality Single Accountability Continuum (with respect to those District Performance Reviews that are within the Superintendent's control), and such other criteria as the State Board of Education shall by regulation prescribe. The final draft of the annual evaluation shall be adopted by the Board by June

30<sup>th</sup>. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by May.

## 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. Revocation or suspension 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*;
  - 2. Forfeiture under *N.J.S.A. 2C: 51-2*;
  - 3. Mutual agreement of the parties;
  - 4. Notification in writing by the Board to the Superintendent, at least one year prior to the expiration of this Contract, of the Board's intent not to renew this Contract; or
  - 5. 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 him 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 ninety (90) calendar days written notice to the Board, filed with the Board Secretary, of his/her intention to resign.
- 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 his/her duties in accordance with *N.J.S.A. 18A:27-9*, so long as it continues to pay his/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*.
- F. In the event the parties agree to terminate this Contract prior to its expiration date, and to relieve the Superintendent from the actual performance of his/her duties, upon the approval of the Commissioner of Education, the Board shall compensate the Superintendent for either three (3) months' salary times the number of years remaining on this Contract or the remaining salary due to completion of this Contract, whichever is less, minus compensation from any and all other employment. It is understood that the Superintendent must make a good faith effort to find employment elsewhere as soon as possible and prior to the expiration date of the within Contract. 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 three calendar years, expiring at Midnight, June 30, 2022, unless one 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, one year prior to July 1, 2022, 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
- 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 modifications/changes to the contract must have the approval of the Executive County Superintendent.

## ARTICLE IX

### Savings 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.

## ARTICLE X

### Release of Personnel Information Personnel Records

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

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

Attest:

**The Board of Education of Jefferson Township**

and \_\_\_\_\_

By: Jill VanNess,  
*President*

Witness: \_\_\_\_\_

By: Patrick Tierney, Ed.D.  
*Superintendent*

By: Dora E. Zeno  
*Board Secretary/School Business Administrator*

<b>SUPERINTENDENT</b>					
<b>Detailed Statement of Contract Costs</b>					
District:	Jefferson				
Name:	Patrick Tierney				
Date BOE Authorized Submission to County Office	6/12/2017				
District Grade Span	Pre-K-12				
On Roll Students as of 10-15	3,091.5				
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Contract Term:	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>
<b>Salary</b>					
Salary	\$ 191,584	\$ 196,584	\$ 200,516	\$ 204,526	\$ 208,617
Amount for Additional Position (Principal, etc.) * (\$5000)	\$ -	\$ -	\$ -	\$ -	\$ -
High School (\$5000)	\$ 5,000				
Salary Increase (2% for successive contracts)	\$ -	\$ 3,932	\$ 4,010	\$ 4,091	\$ 4,172
Shared Service	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Salary	\$ 196,584	\$ 200,516	\$ 204,526	\$ 208,617	\$ 212,789
<b>Additional Salary</b>					
Quantitative Merit Goals		\$ 20,032	\$ 20,432	\$ 20,841	\$ 21,258
Qualitative Merit Goals		\$ 10,026	\$ 10,226	\$ 10,431	\$ 10,639
Additional Compensation	\$ -	\$ -	\$ -	\$ -	
Total Additional Salary	\$ -	\$ 30,057	\$ 30,658	\$ 31,272	\$ 31,897
Total Annual Salary plus Additional Salary	\$ 196,584	\$ 230,573	\$ 235,184	\$ 239,888	\$ 244,686
<b>Board Cost of Premiums for:</b>					
Health Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Prescription Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Dental Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Vision Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Disability Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Life Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Other Insurance - Describe:	\$ -	\$ -	\$ -	\$ -	\$ -
Waiver of Benefits	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500
Section 125 Plan Reimbursements - Describe:	\$ -	\$ -	\$ -		\$ -
Board Contribution for Cost of Premiums	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500
Employee contribution to health benefits as per law					
Total Health Benefit Compensation	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500
<b>Other Compensation</b>					
Travel and Expense Reimbursement (Estimated Annual Cost)	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000
Professional Development (Capped Amount or Estimated Annual Cost)	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Tuition Reimbursement	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
Mentoring Expenses - Describe:	\$ -	\$ -	\$ -	\$ -	\$ -
National/State/County/Local/Other Dues	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Subscriptions	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	\$ 360	\$ 360	\$ 360	\$ 360	\$ 360
Computer for Home use, including supplies, maintenance, internet	\$ -	\$ -	\$ -	\$ -	\$ -
Other - Describe:	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Compensation	\$ 16,560	\$ 16,560	\$ 16,560	\$ 16,560	\$ 16,560
<b>Sick and Vacation Compensation</b>					
Max Paid for Unused Sick Leave Upon Retirement	\$ 5,822	\$ 11,484	\$ 16,463	\$ 15,000	\$ 15,000
Max Paid for Unused Vacation Leave - Retirement or Separation	\$ 7,561	\$ 31,039	\$ 31,659	\$ 32,293	\$ 32,938
Total Sick and Vacation Compensation	\$ 13,383	\$ 42,523	\$ 48,122	\$ 47,293	\$ 47,938
<b>TOTAL CONTRACT COSTS</b>	\$ 231,027	\$ 294,156	\$ 304,367	\$ 308,241	\$ 313,684
* Must be a valid DOE position					