

**EMPLOYMENT CONTRACT**

**THIS EMPLOYMENT CONTRACT** (hereinafter referred to as the "Superintendent Contract") is made and entered into this [INSERT DATE], by and between the BOARD OF EDUCATION OF THE TOWNSHIP OF PENNSAUKEN, with offices located at, 1695 Hylton Road, Pennsauken, New Jersey 08110 (hereinafter referred to as the "Board") and Ronnie Tarchichi, 217 Hooton Road, Mount Laurel, NJ 08054 (hereinafter referred to as the "Superintendent") (the Board and the Superintendent hereinafter collectively referred to as the "Parties").

**WITNESSETH**

**WHEREAS**, the Board desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the Pennsauken School District (hereinafter referred to as the "District"); and

**WHEREAS**, the Board and the Superintendent believe that a written employment contract is necessary to specifically describe 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 educational program of the District; and

**WHEREAS**, the Parties acknowledge that employment contracts for Chief School Administrators/Superintendents are subject to review and approval by the Executive Superintendent for Camden County (hereinafter referred to as the "ECS"); and

**NOW, THEREFORE**, the Parties, for the consideration stated herein below, agree as follows:

1. **TERM OF CONTRACT.**

The Board, in consideration of the promises of the Superintendent herein contained, employs the Superintendent, and the Superintendent hereby accepts employment, as Chief School Administrator/Superintendent of the District of Pennsauken for a term commencing on July 1, 2017, and expiring on June 30, 2022 (hereinafter referred to as the "Term"), pursuant to *N.J.S.A.* 18A:17-15. Both Parties acknowledge that the ECS, in accordance with applicable laws and regulations, must approve this Superintendent Contract.

2. **CERTIFICATION AND RESPONSIBILITIES.**

A. **Certification.** The Superintendent shall hold valid certificates to act as Chief School Administrator/Superintendent in the State of New Jersey throughout the term of this Superintendent Contract. In the event that the certificate of the Superintendent is revoked, this Superintendent Contract shall be null and void as of the date of such revocation.

B. **Superintendent Duties.** The Superintendent shall be the chief executive and administrative officer of the District and shall have general supervision over all aspects, including the fiscal operations and instructional programs of the District, and shall arrange the administrative and supervisory staff including instruction and business affairs, which in his judgment, best serve the District. The Superintendent shall make recommendations for the consideration and action of the Board as to the placement, transfer and dismissal of instructional and non-instructional personnel. In this regard, the Superintendent shall be responsible 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. Pursuant to

*N.J.S.A.* 18A:27-4.1, the Superintendent shall have authority to non-renew personnel and to provide a written statement of reasons for non-renewal upon proper request to the employee.

The Superintendent shall have 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 related thereto will be performed and discharged by the Superintendent, or by staff, at the Superintendent's direction.

The members of the Board, individually and collectively, shall refer to the Superintendent any and all criticisms, complaints and suggestions concerning the operation and management of the District called to their attention. Any such references shall be discussed by the Board members at a scheduled meeting of the Board and a consensus sought to direct the Superintendent to study, recommend, and/or take action.

The Superintendent shall have the right to legal assistance in carrying out his duties at the expense of the Board. The Superintendent shall 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.

The Superintendent shall have a seat on the Board and have the right to speak (but not vote) on all issues before the Board. The Superintendent shall have the right to attend all Board meetings (except closed session meetings, where a *Rice* notice has been served upon the Superintendent notifying him that his employment will be discussed in closed session, and the Superintendent has not requested that the meeting be conducted in public, or where the Superintendent has a conflict of interest), and he (or his delegate) shall have the right to make recommendations and speak at all Board meetings and at all meetings of Board committees.

All duties assigned to the Superintendent by the Board should be appropriate to and consistent with the professional role and responsibilities of the Superintendent, and shall be set by Board policy and bylaws. The Board shall not substantially increase the duties of the Superintendent by assigning him the duties and/or responsibilities of another title or position unless the parties agree upon additional compensation commensurate with the increase in duties and the Board is legally permitted to provide such additional compensation. 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. Outside Activities. The Superintendent shall be permitted to engage in activities such as consultative work, speaking engagements, writing, lecturing, research, mentoring, and other professional duties for compensation so long as such activities do not interfere with his ability to perform his duties as Superintendent.

### 3. PROFESSIONAL GROWTH OF SUPERINTENDENT.

In addition to the terms governing professional development of the Superintendent in his role as Superintendent, the Board encourages the continuing professional growth of the Superintendent in his role as Superintendent through his participation, as he might decide in light of his responsibilities as the Superintendent, in the following:

A. The operations, programs, and activities conducted or sponsored by local, state and national school administrator and/or school board associations;

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 his professional responsibilities for the Board as Superintendent;

D. Visits to other educational institutions and/or school districts; and

E. Other activities promoting the professional growth of the Superintendent.

In its encouragement of the continued professional growth of the Superintendent, the Board shall, permit the Superintendent release time to attend to such operations, programs, and activities, and shall pay all necessary travel, registration and sustenance expenses of the Superintendent in connection herewith in accordance with *N.J.S.A.* 18A:11-12.

The Superintendent's attendance at all other seminars, workshops, programs, and activities require prior approval by the Board. The Board shall pay for and/or reimburse the Superintendent for costs associated with state-mandated continuing education.

The Board shall pay one-hundred (100%) percent of the Superintendent's membership fees and/or charges to the American Association of School Administrators, the New Jersey Association of School Administrators, and the County Association of School Administrators.

#### **4. COMPENSATION AND OTHER PERQUISITES.**

**A. Salary.** The Board shall pay the Superintendent/Principal an annual salary of \$165,000 for 2017-2018 school year. The Board further agrees increase the annual salary of the Superintendent in the amount of three percent 3.0% for the 2017-2018 school year, an additional 3.0% 2018-2019 school year, 3.0 % for the 2019-2020 school year, 3.0 % for the 2020-2021 school year, and 3.0 % for the 2021-2022 school year. The annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certificated employees of the Board.

**B. Merit Bonus.** Following the conclusion of the 2016-2017 school year and each year thereafter, the Superintendent may receive a merit bonus in addition to his annual base salary. The merit bonus will be based upon his achievement of quantitative merit criterion and/or qualitative merit criterion. Within sixty (60) days of the execution of this Superintendent Contract, and thereafter on or before April 30<sup>th</sup> of each year of this contract, the Board and Superintendent shall select three (3) quantitative merit criteria and two (2) qualitative merit criteria per contract year. The ECS shall approve or disapprove the selection of quantitative merit and the qualitative merit criteria and the data that forms the basis of measuring the achievement of the quantitative merit and the qualitative merit criteria. Upon the ECS' approval of the merit criteria, the criteria shall be reflected in an addendum to this contract. The Superintendent shall receive a merit bonus in the amount 3.33% of his annual base salary for each quantitative merit criterion achieved, and/or a merit bonus in the amount of 2.5% of annual base salary for each qualitative merit criterion achieved. The Board shall submit a resolution to the ECS certifying that the quantitative merit and/or qualitative merit criterion have been satisfied and shall await confirmation from the ECS that the criteria of the merit bonus have been satisfied prior to paying the merit bonus. The Board shall pay merit bonus to the Superintendent within fifteen (15) days of the ECS' confirmation that the merit criteria have been satisfied.

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

**D. Expense Reimbursement.** The Board shall reimburse the Superintendent for job-related expenses including, but not limited to, transportation expenses and sustenance as permitted by

applicable law and regulations. Reimbursement for mileage will be at the prevailing state rate in accordance with applicable OMB-Circulars.

5. **LEAVE.**

A. **Vacation Leave.** The Superintendent shall be granted twenty (20) vacation days annually, all of which shall be available to the Superintendent on July 1<sup>st</sup> of each year. It is understood, however, that vacation days are earned on a pro-rata monthly basis. Except as otherwise provided herein, the Superintendent shall be permitted to take vacation at any time, and shall notify the Board President in advance of any vacation taken. In the event the Superintendent intends on taking more than two (2) consecutive days of vacation while school is in session, he shall obtain permission from the Board, which permission shall not be unreasonably withheld so long as there is administrative coverage of the district in his absence.

When the business demands of the District prevent the Superintendent from using his vacation days, the Superintendent may carry over up to fifteen (15) unused earned vacation days from one year to the next. Except in the year of the Superintendent's separation from employment, any other unused carry over vacation days must be used in the next subsequent school year or they shall be forfeited. The Board, through the business office, shall be responsible for maintaining records of the Superintendent's earned and unused vacation days. In the event of an unpaid absence for any reason, the Superintendent shall be permitted to use his unused vacation days and be paid for the absence.

B. **Sick Leave.** The Superintendent shall be allowed twelve (12) sick days annually. The unused portion of such sick leave shall be carried over from one year to the next. The Board may, in its discretion, require that the Superintendent provide the Board with a physician's certificate

validating the need for the Superintendent's use of sick leave in cases in which the Superintendent uses more than three consecutive sick days.

**C. Payment for Unused Sick Leave.** Upon the Superintendent's retirement, the Superintendent/Principal shall be paid for all unused, accumulated sick leave days calculated at 1/260<sup>th</sup> of the Superintendent's final annual salary, subject to a maximum payment of \$15,000.00. The Board shall make any such payment within thirty (30) days of the Superintendent's last day of employment.

**D. Personal Days.** The Superintendent is entitled to four (4) personal days per school year, which he may use for any reason. Personal business shall be construed to mean activities such as legal, business, household or family matters that must be taken on a particular day during school hours. Unused personal days shall convert to sick leave at the conclusion of the school year, for the following year, to the maximum extent permitted by law.

**E. Bereavement Leave.** The Superintendent shall be entitled to five (5) days of leave, without loss of pay due to the death of his father, mother, husband, wife, partner in a civil union, brother, sister, father-in-law, mother-in-law, son, daughter, grandchild, or any person permanently living with the Superintendent. The Superintendent shall be entitled to two (2) days of leave, per incident, without loss of pay due to the death of a sister-in-law, brother-in-law, aunt, uncle or other near relative at the discretion of the Superintendent.

**F. Holidays.** The Superintendent shall be entitled to paid leave for holidays in accordance with the annual Board approved Calendar for the District.

**6. MEDICAL AND OTHER INSURANCE BENEFITS.**

Subject to the Superintendent's contribution towards health care coverage in accordance with applicable law and regulations, the Board shall provide the Superintendent with the same



medical, prescription drug, and dental insurance benefits as provided to other employees of the District. The Board shall provide the Superintendent with full-family coverage for all such medical/health benefits. The Superintendent may waive such medical/health benefits if provided through a spouse/partner. In the event the Superintendent waives his health care coverage, he shall be reimbursed 25% of his cost or \$5000, whichever is less. The reimbursement may be pro-rated for partial periods of the school year.

7. **TUITION REIMBURSEMENT.**

The Board shall reimburse the Superintendent for tuition costs incurred for all graduate level courses, at an accredited institution of higher education that are part of formal programs of studies leading to the awarding of a Master's Degree or a Doctoral Degree in an area or discipline to be of benefit to the field of education.

8. **REIMBURSEMENT FOR TRAVEL AND RELATED EXPENSES.**

The Board shall reimburse the Superintendent for all reasonable job-related and travel-related business expenses. All reimbursement for travel, lodging, meals, and related expenses shall be in accordance with *N.J.S.A.* 18A:11-12, OMB Circular, and Board Policy. The Superintendent shall supply the Board and its business office with documentation supporting claimed expenses.

9. **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 his individual capacity or in his official capacity as agent and/or employee of the Board, provided the incident, which is the subject of any such demand, claim, suit, action or legal proceeding, arose while the Superintendent was acting within the scope of his employment.

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 him and the position of the Board in relation thereto, the Superintendent may engage his own legal counsel, in which even the Board shall indemnify the Superintendent for the costs of his 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 One Million Dollars (\$1,000,000.00).

**10. BOARD GOALS AND OBJECTIVES.**

If the parties have not already done so then within ninety (90) days of the execution of this Superintendent Contract, and by June 1<sup>st</sup> of each succeeding year of this Superintendent Contract, the parties shall meet to establish the Board's goals and objectives for the new school year. Said goals and objectives shall be reduced to writing and be among the criteria by which the Superintendent is evaluated, as hereinafter provided.

**11. EVALUATION.**

The Board shall evaluate the performance of the Superintendent at least once a year, on or before April 30<sup>th</sup>. Each evaluation shall be in writing, shall include areas of commendation and recommendation, and shall provide direction as to any aspects of performance in need of improvement. Before final adoption of the evaluation by the Board, the Board shall provide the Superintendent a copy, and the Superintendent and the Board shall meet to discuss the findings. Each evaluation shall be based upon the goals and objectives of the Board, the responsibilities of the Superintendent as set forth herein and in the job descriptions for the positions of Superintendent, and such other criteria as the State Board of Education shall by regulation prescribe.

On or before April 30<sup>th</sup> of each year of this Superintendent Contract, the Board and the Superintendent shall meet in closed session for the purpose of mutual evaluation of the performance of the Board and the Superintendent. Prior to final Board action to approve the evaluation in closed session, the Board shall supply the Superintendent with a copy of its written evaluation of him, which shall include areas of strengths and weaknesses and which shall provide direction as to areas of performance in need of improvement.

In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include recommendations as to the areas of 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. His response shall become a permanent attachment to the evaluation in question and placed in the Superintendent's personnel file. To the extent the parties have not already done so, they shall meet within sixty (60) days of the execution of this contract to mutually agree upon the evaluation format. Thereafter, on or before April 30<sup>th</sup> of each year of this Superintendent 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.

**12. TERMINATION OF SUPERINTENDENT/PRINCIPAL CONTRACT; NOTICE OF NONRENEWAL.**

This Employment Contract may be terminated:

A. By mutual agreement of the Parties;

B. By unilateral termination by the Superintendent, upon giving ninety (90) days' written notice to the Board; and/or

C. Incapacity of the Superintendent as determined in any proceedings in accordance with *N.J.S.A.* 18A:17-20.2 and 18A:6-10, et seq.

The Board shall notify the Superintendent in writing on or before July 1, 2021 whether it intends to reappoint him as Superintendent. In the event the Board fails to notify the Superintendent on or before said date and the Parties have not entered into another employment agreement, the Superintendent shall be deemed reappointed for another contracted term of five (5) years.

Pursuant to *N.J.S.A.* 18A:17-20.4, the Superintendent retains all tenure rights accrued in any position which he previously held in the District. The Superintendent shall also continue to accrue seniority in all positions in which he achieved tenure in the District. The Superintendent shall have the right to assert all tenure and seniority rights in the event that the Board does not renew the Superintendent for any reason.

**13. COMPLETE AGREEMENT.**

This Superintendent Contract embodies the entire agreement between the Parties hereto and supersedes all prior and/or contemporaneous representations, agreements, and/or understandings, regarding the Superintendent's Contract. This Superintendent Contract cannot be amended except by written agreement of the undersigned Parties, and approval of the ECS.

**14. CONFLICTS.**

In the event of any conflict between the terms, conditions and provisions of this Superintendent Contract and the provisions of the Board's policies, and/or any permissive State or Federal law, then, unless otherwise prohibited by law, the terms of this Superintendent Contract shall take precedence over the contrary provisions during the Term of this Superintendent Contract.

**15. SAVINGS CLAUSE.**

If, during the Term of this Superintendent Contract, it is determined that a specific clause of the Superintendent Contract is illegal under Federal or State law, the remainder of the Superintendent Contract not affected by such a ruling shall remain in force.

**16. MISCELLANEOUS.**

The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act, codified at *N.J.S.A. 47A:101, et seq.*, the Right to Know Law codified at *N.J.S.A. 47:1A-1, et seq.*, Executive Order No. 11 (November 15, 1974), Executive Order No. 21 (July 8, 2002), Executive Order No. 26 (August 13, 2002), and case law interpreting them. All information related to the Superintendent's performance, evaluation or any discipline which the public is not otherwise entitled to access under law is deemed confidential and shall not be released to the public absent a written release by the Superintendent, or by a lawful order of a court of competent jurisdiction, or pursuant to a rule of a court of competent jurisdiction.

The Superintendent shall have the right, upon request, to review the contents of his 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 file that he believes to be obsolete or otherwise inappropriate to retain; such documents identified by him shall be destroyed consistent with the New Jersey Destruction of Public Records Law.

No material derogatory to the Superintendent's conduct, service, character or personality shall be placed in his 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 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 seal to this Superintendent Contract effective on the day and year first above written.

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Ronnie Tarchichi, MEd.<sup>2</sup>, M.S., M.B.S., Ed.D.  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nicholas Perry  
President  
Pennsauken Board of Education

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Noreen Boston  
Board Secretary/Business Administrator  
Pennsauken Board of Education

\_\_\_\_\_  
Date