

**EMPLOYMENT AGREEMENT FOR SUPERINTENDENT
GREEN BROOK TOWNSHIP BOARD OF EDUCATION**

This Agreement made and entered into this ___ day of May, 2019, effective as of July 1, 2019, by and between the **GREEN BROOK TOWNSHIP BOARD OF EDUCATION** (the "District" or "Board") and Dr. James B. Bigsby ("Bigsby" or "Superintendent"),

WITNESSETH:

WHEREAS, the Board wishes to employ Bigsby as the Superintendent for the District and Bigsby wishes to be employed as the Superintendent for the District, subject to the terms and conditions of employment set forth in this contract; and

~~**WHEREAS**, Bigsby has been afforded the opportunity to consider the terms of this Agreement with the advice of counsel and/or a representative of his choice; and~~

WHEREAS, the Board wishes to appoint Bigsby to serve as the Superintendent for the District for the period of three (3) years, extending from July 1, 2019 through June 30, 2022; and

WHEREAS, the Board and Bigsby wish to memorialize the terms of his appointment as Superintendent;

NOW, THEREFORE, the Board and Bigsby mutually agree as follows:

- 1) **TERM:** The Board in consideration of the promises set forth herein employs the Superintendent, and the Superintendent hereby accepts employment as Superintendent of Schools for the District for a term of three (3) years, commencing on July 1, 2019, and expiring on June 30, 2022.
- 2) **CERTIFICATION:** The Superintendent shall hold a valid and appropriate Certification to act as Superintendent of Schools in the State of New Jersey throughout the term of this Employment Contract. If at any time during the duration of the contract the Superintendent's certification is revoked, this contract shall be null and void.
- 3) **SCOPE OF SERVICES:**
 - A. **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 selection, placement, transfer and dismissal of personnel, both

instructional and non-instructional 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. The Superintendent shall supervise all assistants, all principals, his own office staff and each employee in the District, except for the Board Auditor and the Board Attorney.

The members of the Board, individually and collectively, will refer to the Superintendent any and all criticisms, complaints and suggestions concerning the operation and management of the District which may be called to their attention. The Board will not take action on any such criticisms, complaints, and/or suggestions until they are 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 confer with the School Board Attorney(s) for legal assistance in carrying out his duties at the expense of the Board provided that he has conformed to the Board's policies, rules and regulations, and State law. The Superintendent shall attend all Board meetings and has the right to speak (but not vote) at all Board meetings and Board committee meetings. In the case of meetings where the Board intends to discuss the Superintendent's performance or negotiation of his contract, the Superintendent's right to notice at least 2 business days in advance. In the event that the Superintendent is issued a Rice Notice and chooses to have the ensuing discussion in closed session, at a minimum, the Superintendent shall be permitted to attend (with a representative of his choosing) at least a portion of the closed session to address the Board and discuss any issues of contract or performance.

The specific job description adopted by the Board, applicable to the position of Superintendent is incorporated by reference into this contract and shall be followed by the Superintendent. Additionally, the Superintendent shall perform all of the duties necessary to direct the curriculum and instruction of the District, which are hereby merged into the Superintendent's job description. The specific job description adopted by the Board, applicable to the position of Director of Curriculum and Instruction is incorporated by reference into this contract. All duties assigned to the Superintendent by the Board and performed by the Superintendent should be appropriate to and consistent with the professional role and responsibility of the Superintendent, and shall be set by Board policy.

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 Superintendent's duties which include all such duties established by statute and regulations include and are not limited to, the following:

1. Formulation of policy, for approval by the Board, concerning educational programs, organizations, staff, budgets and educational philosophy, and administration of the school system within the framework of the policies adopted by the Board;
2. Interpretation of the policies of the Board as they relate to the school programs for the administrative and school staffs;
3. Recommendation of all personnel, including administrative, teaching and support staff in the system for appointments, assignments, transfers, leaves, salary guide increments, demotions or dismissals, in accordance with the policies of the Board and consistent with the New Jersey Case Law and the provisions of Title 18A of the New Jersey Statutes and Title 6A of the New Jersey Administrative Code as each may from time to time be amended;
4. Preparation, with the cooperation of the Secretary of the Board and others concerned, of a consolidated budget for the school system for approval by the Board, and administration of the budget in accordance with the approved policies;
5. Recommendation for adoption of all textbooks and supplementary instructional materials after consultation with the administrative staff. The Superintendent shall be responsible for the selection of teaching equipment, supplies, texts, and related materials;
6. When faced with the necessity of making exceptions to an established policy, he shall be empowered to act in a reasonable and prudent manner. He must immediately submit a written report of his action to the Board of Education;
7. Being a consultant on all plans and specifications for the remodeling, adding to, or revision in, the school plant where pupil and/or teacher welfare is affected;

8. Preparation of rules and regulations to interpret and implement the established policies of the Board. Such rules and regulations are to be germane to the policies established by the Board, and are to be submitted to the Board for approval;
 9. Submission of recommended school calendar to the Board;
 10. Submission of a list of recommended health service personnel (e.g., doctor, dentist, optometrist, or like services);
 11. Ascertaining that recommendations for student and athletic insurance are presented to the Board prior to the start of the athletic program and the school year;
 12. Consulting with staff, at his discretion, relative to educational recommendations and decisions;
 13. Assisting in contractual negotiations as directed by the Board of Education; and
 14. Providing a proper educational atmosphere for the development and implementation of innovative educational programs.
- C. **Outside Activities:** The Superintendent shall devote his full time, attention and energy to the business of the District. He may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements and engage in other activities, which are of a short-term duration with the prior consent of the Board, which consent shall not be unreasonably withheld and may receive compensation, remuneration or honorarium provided that such activities do not interfere with his duties as Superintendent.

4) **COMPENSATION AND BENEFITS:**

- A. **Compensation:** The Superintendent's salary during the life of this Contract shall be as follows:
- i. July 1, 2019 – June 30, 2020: \$169,689.00
 - ii. July 1, 2020 – June 30, 2021: \$169,689.00
 - iii. July 1, 2021 – June 30, 2022: \$169,689.00

The Board shall pay the Superintendent, as part of his salary, an additional administrative position salary increment of \$5,000.00 for serving as the Director of Curriculum and Instruction, which is not pensionable.

- B. As Superintendent, Bigsby may request to reopen the salary provisions of this Contract with regard to his compensation based upon a salary cap (or elimination thereof) as set forth in the then-current State statutes and regulations, the possibility of the addition of incentives to the Contract, and any waivers that the Board may agree to seek from the Commissioner consistent with all applicable laws and regulations. The Board is under no obligation to grant Bigsby a salary increase.
- C. **Merit Bonus:** The Superintendent shall be eligible for additional annual merit increases which may be provided, based on the Superintendent's progress toward achieving district goals which are established by the Board and Superintendent, and approved and submitted annually to the Executive County Superintendent (pursuant to the Administrative Code). On or before June 30th of each year the parties shall meet to develop and mutually agree upon the criteria upon which the bonus should be based for the succeeding contract year.

These performance-based merit payments may be granted beginning with the period July 1, 2019 - June 30, 2020, and for each contract year thereafter, and consist of three (3) quantitative goals (payable at the rate of 3.33% each of his annual salary) and two (2) qualitative goals (payable at the rate of 2.5% each of his annual salary) in a total amount not to exceed 14.99% in each full contract year. Any such merit increase will be in accordance with the law and Administrative Code in effect at the time in which they are considered by the Board.

The determination as to whether any or all of the criteria have been satisfied will be made by a majority of the full membership of the Board by no later than August 30th of 2019, 2020, and 2021, unless for reasons beyond the Board's control said determination cannot be made by that date. In those cases, the parties will mutually agree on a new date(s). If the Board determines to grant a merit increase, it may do so at any time during the contract year that merit criteria are achieved, but not sooner than December of the applicable contract year, by submitting a resolution to the Executive County Superintendent certifying that the quantitative or qualitative goal has been satisfied. The Board shall pay the Superintendent the merit bonus within fourteen (14) days of the Executive County Superintendent's approval that the goal has been achieved. The Board's obligation to pay the Superintendent for an earned merit bonus shall survive the termination of this Employment Contract.

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

E. **403b/457 Plan:** Pursuant to N.J.S.A. 18A:66-127, -128, and -129 the Superintendent may request that the Board direct a portion or percentage of his annual salary be used to purchase an annuity in a 403b and/or 457 custodial account. The Board shall not contribute to the Superintendent's annuity.

F. **Sick days:**

1. Bigsby shall receive twelve (12) sick days per year during each year of employment at full pay.

2. All unused sick days shall accumulate from year to year with no maximum limit, provided such accumulation does not exceed the maximum allowable accumulation as set forth in N.J.S.A. 18A:30-1, *et seq.*, and so long as the years are served in the Green Brook Township Public School District.

3. Upon retirement, Bigsby shall be compensated for all accumulated sick leave at Bigsby's per diem rate calculated as $1/260^{\text{th}}$ of his then current salary, not to exceed \$15,000. The supplemental payment for accumulated sick days shall only be payable at the time of retirement and shall not be paid to Bigsby's estate or beneficiaries in the event of Bigsby's death prior to retirement. The payment for unused accumulated sick days shall be made to Bigsby within the 30 days of the date of separation from the district.

G. **Vacation:** Bigsby is a twelve-month employee and shall receive twenty-five (25) vacation days per year, all of which shall be immediately available on July 1st of each contract year. Bigsby shall be permitted to carry over up to ten (10) days of unused vacation time from year to year. Any days accrued consistent with the provisions of N.J.S.A. 18A:30-9, as enunciated herein, shall be payable at the time of separation and shall be paid to Bigsby's estate or beneficiaries in the event of his death prior to separation. Upon separation from service, vacation days will be paid to Bigsby at the then current per diem rate for Bigsby, which shall be calculated at $1/260^{\text{th}}$ of Bigsby's then-current salary. The vacation day payment shall be made to Bigsby within 30 days from the date of separation.

The Superintendent shall be permitted to carry-over up to twenty-three (23) vacation days from his prior position within the District to the first year of this contract.

The Superintendent shall be permitted to take vacation days upon prior notice to the Board President or his/her designee during the school year.

During summer recess, the Superintendent shall use his discretion and notify the Board President or his/her designee and Business Administrator of the vacation schedule. The Board, through its Business Administrator, shall be responsible for maintain written documentation of the Superintendent's earned, used and accrued vacation days.

In the event the Superintendent terminates this contract upon notice to the Board, the Board shall not prevent the Superintendent from using any remaining vacation days. At the Board's discretion, should termination or non-renewal occur, the Board reserves the right to require the Superintendent to use his full vacation day allotment.

H. **Personal days:**

1. Annual days available for personal use shall be three (3) days per year. The Superintendent shall provide reasonable notice of the use of his personal days, at least 48 hours prior to such use, to the Board President or his/her designee.
2. All annual unused personal days may be accumulated and added to unused accumulated sick leave days at the end of each year, provided such accumulation does not exceed the maximum allowable accumulation as set forth in N.J.S.A. 18A:30-1, et seq.

I. **Holidays:** For each year of this Agreement, Bigsby shall be entitled to the same holidays as is consistent with Administrative Office personnel.

J. **Bereavement Leave:**

Five (5) work days of absence directly following the death of an immediate family member. An immediate family member is defined as: spouse, civil union or domestic partner, child, parent, guardian, sibling, mother-in-law, father-in-law, grandchild, grandparent, brother-in-law, daughter-in-law, and son-in-law. For the death of all other relatives, the Superintendent shall be granted one (1) bereavement day.

K. **Medical Benefits:**

1. The Board shall provide hospital, surgical, medical, major medical and dental insurance coverage for Bigsby and eligible dependents by enrolling them in the the same, or substantially similar, plan as all other District staff. The level of benefits in each plan shall be as guaranteed by the Plan documents in effect at the inception of the Contract, which are on file in the Business Office, which the Superintendent has reviewed. The benefits provided to the

Superintendent shall be the same benefits provided to District Staff.

2. The Board shall provide the above-mentioned coverage for the Superintendent and his immediate family dependents (spouse and children) who are eligible and whom the employee elects to have covered. The parties agree that the Board reserves the right to unilaterally and without further negotiation to change carriers, as desired, so long as the new plan contains at least one coverage option that is equivalent to the coverage currently provided. Any adjustment to the responsibility of payment of medical insurance premiums made during the life of the Employment contract shall be in the form of an amendment and shall become part of this Employment Contract, but shall not be deemed that the Board and the Superintendent have entered into a new employment contract.
 3. Bigsby shall contribute towards payment of his premiums for his health benefits a maximum of 1.5% of his salary, in accordance with Chapter 2, P.L. 2010. The contribution payments shall be made in the form of payroll deductions.
 4. Whenever there shall be a change in coverage, the Board shall provide to Bigsby a description of the health care insurance coverage provided no later than the beginning of each school year, which shall include a clear description of conditions and limits of coverage as listed above.
 5. Waiver of Health Benefits: Should Bigsby waive the health benefits coverages set forth in this section, he shall be given a waiver payment equal to \$3,000 for family; \$2,500 for 2 adults; \$2,000 for parent/child; and \$1,500 for single, for each year the coverage is waived.
- K. **Disability Insurance:** The Board shall pay the premiums (not to exceed six hundred dollars (\$600) per annum) for a disability income policy for the Superintendent.
- 5) **AUTOMOBILE ALLOWANCE:** Bigsby shall be paid a reasonable allowance of \$100.00 per month as reimbursement for the use of his personal vehicle in performance of his professional duties. There will be no additional reimbursement of mileage allowance paid, except for travel outside of New Jersey.
 - 6) **EVALUATION:** The Board shall evaluate the performance of the Superintendent at least once a year (on or before June 30th or as soon thereafter as possible) 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. Each evaluation shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the evaluation. The evaluations shall be based upon the goals and objectives of the District, the responsibilities of the Superintendent as determined by the Board and such other criteria as the State Board of Education may by regulation prescribe.

The Board shall supply the Superintendent with a copy of his written evaluation in accordance with the timeframes established by New Jersey Statutes and Regulations, and applicable Board Policy, which evaluation shall include areas of strengths and weaknesses and which shall provide direction as to areas of performance in need of improvement. The Board and the Superintendent shall meet in closed executive session for the purpose of mutual evaluation of the performance of the Board and the Superintendent.

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. This response shall become a permanent attachment to the Superintendent's personnel file. The Superintendent shall be entitled to copies of all back-up materials utilized in the process.

Within sixty (60) days of the execution of this Employment Contract, the parties shall meet to establish the district's goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated, as hereinafter provided. On, or prior to, June 1 of each succeeding school year, the parties will meet to establish the district's goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described. The Board's failure to establish annual goals as provided in this Employment Contract shall have no negative impact on the Superintendent's Evaluation.

On or before June 1st of each year of this Employment Contract, or as soon as practical thereafter, the Superintendent and the Board shall meet to review and mutually agree on the evaluation format to be used in the subsequent school year

- 7) **ATTENDANCE AT WORKSHOPS, CONFERENCES, SEMINARS AND CONVENTIONS:** The Board shall pay or reimburse the Superintendent for all costs of job related conferences, seminars and workshops, subject to prior Board approval regarding cost, in accordance with Chapter 53 of the Public Laws of 2007 (N.J.S.A. 18A:11-12), except that, to the extent required by contract, statute, and/or regulation, the Superintendent shall attend various State workshops, seminars, meetings, and professional development programs offered throughout the school year as are required and/or necessary to ensure the proper operation of the District without the need for prior Board approval, subject to the pertinent

Department of Treasury guidelines. All travel and travel-related expenses shall comply fully with the above-mentioned law, the provisions of which are incorporated by reference as if fully set forth herein. Any portion of the Contract which shall be determined to be inconsistent with the foregoing law shall be null and void. The total Board expense shall not exceed \$3,500.00 for any national convention.

- 8) **MEMBERSHIP IN PROFESSIONAL ASSOCIATIONS:** The Board agrees to pay the full cost for individual membership fees or educational publications, up to \$5,000.00 per year, in professional associations selected by Bigsby (as approved by the Board), which he deems necessary to maintain and/or improve his professional skills. These memberships shall include but not be limited to The American Association of School Administrators and The New Jersey Association of School Administrators.
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- 9) **RENEWAL/EXTENSION OF EMPLOYMENT CONTRACT:** At the conclusion of the term of this Employment Contract, the Superintendent shall be deemed reappointed for an additional contract term of three (3) years, unless one of the following events shall occur:
- A. Mutual agreement of parties.
 - B. Unilateral resignation by the Superintendent upon ninety (90) days' written notice to the Board.
 - C. Dismissal for unbecoming conduct, incapacity, inefficiency or other just cause in accordance with N.J.S.A. 18A:6-10, et seq. and N.J.S.A. 18A:17-15, et seq.
 - D. The Board provides the Superintendent written notice of its intent to not renew the Superintendent's contract, at least ninety days prior to the expiration of this contract.
- 10) **TERMINATION OF EMPLOYMENT AGREEMENT:** This Employment Agreement may be terminated for the following reasons:
- A. Death of Superintendent;
 - B. The parties agree that in the event the Superintendent's certification is revoked, all provisions of this Employment Agreement shall be null and void as of the date of the revocation.
 - C. If the Superintendent is lawfully precluded from performing his duties by any judgment, order or direction of any court of competent jurisdiction or the State Board of Education, all provisions of this Employment

Agreement shall terminate and the Superintendent's employment shall cease.

- D. Unilateral resignation by the Superintendent upon ninety (90) days' written notice to the Board.
- E. Dismissal for unbecoming conduct, incapacity, inefficiency or other just cause in accordance with N.J.S.A. 18A:6-10, et seq. and N.J.S.A. 18A:17-15, et seq.

- 11) **INDEMNIFICATION:** The Board shall indemnify and hold harmless Bigsby for any civil actions arising from Bigsby's acts or omissions arising out of or in the course of the performance of his duties as Superintendent in accordance with N.J.S.A. 18A:16-6 and 16-6.1. Bigsby shall further be indemnified and held harmless for certain criminal or quasi-criminal actions arising from the performance of his job duties in accordance with N.J.S.A. 18A:16-6-6 and 6.1
- 12) **SUCCESSORS AND ASSIGNS:** This Contract shall extend to and be binding upon the Board's successors and assigns.
- 13) **BINDING OF PARTIES:** The Board and Bigsby agree to be bound and do hereby bind themselves as far as duties required of Bigsby and payment therefor by the Board.
- 14) **GOVERNING LAW:** This Contract shall be deemed to be a Contract under the laws of the State of New Jersey and for all purposes, including interpretation hereof and performance hereunder, shall be governed in accordance with the laws of the State of New Jersey.
- 15) **ENTIRE AGREEMENT:** This Contract fully and completely expresses the parties' understandings and agreements and supersedes any understandings or agreements previously made between the parties.
- 16) **SEVERABILITY:** If, during the term of this agreement, it is found that a specific clause set forth herein is illegal, the remainder of the agreement not affected by such a ruling shall remain in force.
- 17) **MODIFICATION:** This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. All modifications, if required, are subject to the review and approval of the Executive County Superintendent.
- 18) **PERSONNEL RECORDS:** 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; and upon final approval of the Board, such documents identified by him shall be destroyed.

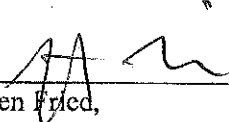
No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in his personnel file unless he has had the opportunity to review the material. The Superintendent shall acknowledge that he has had the opportunity to review such material by affixing his signature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

- 19) **CONFLICTS:** 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 federal or State law, the terms of the contract shall take precedence over the contrary provision of the Board's policies or any such permissive law, unless otherwise prohibited by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

ATTEST:

GREEN BROOK TOWNSHIP
BOARD OF EDUCATION



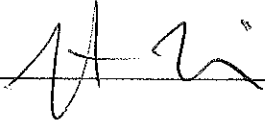
Stephen Fried,
Board Secretary


By: 

Bruce Martins,
Board President

WITNESS:

DR. JAMES B. BIGSBY



By: 

Dr. James B. Bigsby,