

PARSIPPANY-TROY HILLS TOWNSHIP

Board of Education

Morris County, New Jersey

EMPLOYMENT AGREEMENT

SUPERINTENDENT OF SCHOOLS

THIS EMPLOYMENT AGREEMENT is made and entered into this 4 day of May, 2017 by and between the **PARSIPPANY-TROY HILLS TOWNSHIP BOARD OF EDUCATION**, County of Morris, with offices located at 292 Parsippany Road, Parsippany, New Jersey 07054 (hereinafter referred to as the "Board"), and Dr. Barbara Sargent (hereinafter "the Superintendent").

WHEREAS, the Board desires to retain the services of Dr. Sargent as the School District's Superintendent of Schools and Dr. Sargent has agreed to serve in this capacity; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this contract (hereinafter this "Agreement") and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed by and between the parties as follows:

1. EMPLOYMENT TERM

The Board hereby employs the Superintendent, and the Superintendent hereby accepts, employment as Superintendent of Schools for the term commencing July 1, 2017 and ending June 30, 2022. In the event that the first year of this agreement is less than a full year based upon the Superintendent's actual start date, the compensation and other emoluments of employment contained herein shall be prorated.

The parties acknowledge that this Agreement must be approved by the Morris County Executive Superintendent in accordance with applicable law and regulation.

2. SUPERINTENDENT'S RESPONSIBILITIES

A. The Superintendent shall be the chief executive and administrative officer of the Board and shall have general supervision over all aspects, including fiscal operations and instructional programs of the District. She shall faithfully perform the duties of Superintendent in accordance with the law of the State of New Jersey, regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board from time-to-time. The Superintendent's job description as adopted and amended by the Board from time to time is incorporated by reference into this Agreement and shall be followed by the Superintendent.

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- B. The Superintendent shall devote her full time, skills, labor and attention to this employment during the term of this Agreement. However, she may lecture, write or engage in other activities which are of a short-term duration with the approval of the Board, which shall not be unreasonably withheld, and shall inform the Board President when she engages in such activities. The parties acknowledge that the Superintendent has in the past, and shall continue to serve as a Mentor to new and aspiring superintendents, and as a guest instructor for graduate level classes, and the Board approves these activities provided that same do not interfere with her duties as Superintendent of Schools.
- C. The Superintendent shall carry out such duties as are assigned to her by the Board pertaining to the office of Superintendent and to make reports to the Board as may be required.
- D. The Superintendent shall attend regular and special meetings of the Board without additional compensation and any other meetings which are relevant and necessary to the efficient operations of the District.
- E. The Superintendent shall attend those county, regional and State meetings that are necessary to keep her informed of current matters affecting the Board and District operations.
- F. The Superintendent's work year shall be 260 days, less paid holidays and vacation time as specified herein.

3. CERTIFICATION

The Superintendent represents that she possesses the appropriate certification required to serve in the position of Superintendent in the State of New Jersey. In the event that said certification is revoked at any time after the execution of this Agreement, this Agreement will be null and void.

4. COMPENSATION

- A. Commencing on July 1, 2017, and continuing through June 30, 2018, the Board shall pay to the Superintendent an annual salary equal to One Hundred and Ninety Thousand Dollars (\$190,000.00) which shall consist of a base salary of One Hundred and Eighty Five Thousand Dollars in addition to the high school salary increment of Five Thousand Dollars (\$5,000.00) as permitted pursuant to N.J.A.C. 6A:23A-1.2. This salary shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other administrative staff.
- B. Effective July 1, 2018, the Superintendent's salary for the remainder of the term of this Agreement shall be negotiated between the Board and the Superintendent and approved by the Morris County

Executive County Superintendent, but shall not be less than the salary paid to her in the previous year. The Board agrees to review the Superintendent's salary at the conclusion of the 2017-18 school year and at least annually thereafter. The parties agree that future salary determinations by the Board will be based on the merit and the performance evaluation described below, and will be subject to the approval of the Morris County Executive County Superintendent prior to implementation.

- C. Any adjustment in salary made during the term of this Agreement shall be in the form of an Addendum of the Agreement and is subject to review and approval by the Executive County Superintendent. This Addendum shall become part of this Agreement but shall not be deemed as the Board and the Superintendent having entered into a new Agreement.
- D. Merit Bonus. Beginning with the 2018-19 school year and each year thereafter, the Superintendent may receive a merit payment in addition to her annual salary which shall be based upon her achievement of quantitative merit criterion and/or qualitative merit criterion. The Board and Superintendent shall meet and select three (3) quantitative merit criteria and two (2) qualitative merit criteria per year of this Agreement. The number and type of merit criteria will be discussed between the parties however it remains within the Board's sole authority to determine the number of criteria which shall be awarded each year provided that it shall not be less than at least one (1) qualitative and one (1) quantitative merit criteria each year. The merit criteria will be submitted to the Executive County Superintendent who shall approve or disapprove the selection of quantitative merit and the qualitative merit criteria.

In the event the Executive County Superintendent disapproves any criterion, the parties shall agree on revised criteria and submit same for approval. Upon the Executive County Superintendent's approval of the merit criteria, the criteria shall be reflected in an addendum to this Agreement. Subsequent to the conclusion of the 2018/2019 school year, the parties shall meet on or before April 30th of each subsequent year of this Agreement to agree upon the number of merit criteria to be awarded and follow the above-described process. For each goal, the Board and Superintendent will create a rubric or other instrument to demonstrate attainment. Utilizing the agreed to rubric or measurement system, the Board may determine to provide for a lesser percentage amount for the partial attainment of each goal.

The determination as to whether any or all of the criteria have been satisfied will be made by a majority of the Board by no later than August 30th of 2019, and by June 30th of each subsequent year, unless for reasons beyond the Board's control said determination cannot be made by that date. The Board shall pass a resolution identifying which quantitative merit and/or qualitative merit criterion have been satisfied by the Superintendent during the previous year. The Board shall submit the resolution to the Executive County Superintendent and shall await a confirmation of the satisfaction of that criterion from the Executive County Superintendent prior to payment of the merit bonus.

If any merit is earned, payment will be made within ten (10) business days of approval by the Executive County Superintendent in accordance with Code.

- E. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight July 1, 2022, the final day of this Agreement, unless the parties have agreed to a contract extension and that extension has been approved by the Morris Executive County Superintendent. Any renewal, extension, or modification of this Agreement 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.*
- F. During the term of this Agreement, including any extension hereof, the Superintendent shall not be reduced in compensation and/or benefits except as otherwise provided by law.

5. VACATION

- A. The Superintendent shall be entitled to an annual vacation of twenty-two (22) working days per year. All of the vacation days shall be available for the Superintendent's use on July 1st of each year of the Agreement, but shall be considered earned on a monthly pro-rata basis. The Superintendent shall not take vacation during the two weeks immediately preceding the start of the teaching staff's school year in each year of this Agreement unless she receives Board approval, which, in the event of a family obligation, shall not be unreasonably withheld. School vacation periods and holidays provided to Central Office staff during the year shall also be provided to the Superintendent and shall not count against the Superintendent's vacation. During the summer intercession period each year, the Superintendent shall be entitled to only those holidays granted to other Central Office administrative employees of the District.
- B. The Board encourages the Superintendent to take her full vacation allotment each year; however in the event that the Superintendent cannot take her full allotment due to the business demands of the District, not more than ten (10) vacation days may be carried over to the next succeeding year. All days carried over must be used in the next year or the carry-over days not taken will be forfeited.
- C. In any year in which the Superintendent retires or resigns, earned vacation days shall be prorated for that year based upon the number of days worked. In the event that the Superintendent's Contract is terminated prior to its expiration for any reason set forth in Paragraph 26 (A), no supplemental compensation for unused vacation days shall be made.

In the event that the Board determines not to extend or renew the Superintendent's Contract at the end of the term of the Contract or any extension thereto, the Board shall pay the Superintendent supplemental compensation for unused vacation days up to a maximum of twenty-two (22) days at her per diem rate, which shall be calculated as 1/260 of her then-current salary. In all other events where the Superintendent's Contract is terminated prior to the expiration date of the Contract, either mutually or by the Board or Superintendent

independently, the Board and the Superintendent may discuss and agree as a condition of separation, supplemental compensation to be paid by the Board for unused vacation days up to a maximum of twenty-two (22) days at her per diem rate, which shall be calculated as 1/260 of her then-current salary.

The parties acknowledge and understand that any such agreement must be set forth in writing and approved by the Executive County Superintendent pursuant to N.J.A.C. 6A:23-3.2. However, no language contained within this provision shall be construed as preventing the Board from requiring the Superintendent to utilize any earned but unused vacation days in the event of termination or non-renewal.

- D. The Superintendent shall be permitted to take vacation days upon prior notice and approval by the Board during the school year, which shall not be unreasonably withheld. The Board shall advise the Superintendent within three (3) business days of her request if it determines there is a situation which requires that the Superintendent remain in the District during such requested period of vacation. During summer recess, the Superintendent shall use discretion and notify the Board and Board Secretary of her vacation schedule. The Board, through its Board Secretary, shall be responsible for maintaining written documentation of the Superintendent's earned, used and accrued vacation days.
- E. If the Superintendent dies while employed by the Board, the Board shall pay to her beneficiaries/estate those accumulated and earned unused vacation days to which the Superintendent was entitled at the time of death.
- F. Other than as stated above, there shall be no payment for unused vacation days.

6. HOLIDAYS

The Superintendent shall be entitled to those holidays provided to Central Office personnel.

7. SICK LEAVE

- A. The Superintendent shall receive fifteen (15) sick days annually. All of the sick days shall be available for the Superintendent's use on July 1 of each year of the Agreement but shall be considered earned on a monthly basis. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. In the event that the Superintendent leaves employment with the District having utilized more than her annual allotment and carry-over days, the Board shall be permitted to withhold an amount from the Superintendent's final paycheck equal to the number of days paid, but not earned.
 - 1. Upon retirement and notice to the Board, up to a maximum of twenty-five days of unused sick days will be reimbursed, at the Superintendent's then per diem rate of pay.

which shall be calculated at 1/260 of her then-current salary, not to exceed fifteen thousand dollars (\$15,000.00).

2. Such compensation shall be payable only at the time of retirement from a state or locally administered retirement system, and shall be based on the accrued but unused sick leave credited on the date of retirement, and as per the terms found above. Accumulated unused sick leave compensation shall not be paid to the Superintendent's estate or beneficiaries in the event of death prior to retirement.

8. PERSONAL LEAVE

The Superintendent shall be granted three (3) days per year of absence with pay normally for personal matters which require absence during school hours, to be used at the Superintendent's discretion. Personal days are non-cumulative and non-reimbursable.

9. BEREAVEMENT LEAVE

The Superintendent shall be granted five (5) bereavement days of absence with pay for family illness or bereavement.

10. ATTENDANCE RECORD

The Superintendent shall be responsible for notifying the Board Secretary, for the purpose of record keeping, each time any leave is taken, in advance of time off or immediately upon her return to the District in the event of an unplanned absence. The Superintendent and the Board shall periodically review the Superintendent's attendance record to assure accuracy.

11. HEALTH INSURANCE

The Board shall provide, as part of the Superintendent's compensation, the following health insurance, which are the same benefits which are provided to the other certificated, administrative staff:

- A. **Major Medical/Hospitalization.** The Board shall provide the Superintendent with individual, spouse or family health benefits and prescription coverage consistent with those benefits provided to other full-time, professional, nonaffiliated, certificated employees of the District. The Superintendent shall contribute that portion of the premium costs for all such coverages as set forth in Chapter 78, P.L. 2011 and implementing regulations, as the same provides on the date of the execution of this Agreement. Such limitation shall in no way link this Agreement with any agreement collectively negotiated with district employees. The premium shall be paid by the Superintendent through payroll deduction.

- B. **Dental and Vision Care.** The Superintendent shall be provided with the same dental and vision benefits as are provided to other full time, professional, non-affiliated, certified employees in the District, whether for single, spouse or family coverage which coverage shall be subject to the statutory contribution as set forth in Chapter 78, P.L. 2011 as the same provides on the date of the execution of this Agreement.

12. TRAVEL RELATED EXPENSES

Dr. Sargent shall be reimbursed for business related travel at the approved State of New Jersey mileage rate, in accordance with current law and publications of the New Jersey's Office of Management and Budget. Any and all requests for reimbursement shall be accompanied by appropriate supporting documentation in accordance with regulation and Board policy.

13. OTHER JOB EXPENSES

The Board understands the daily communication requirements of the Superintendent and the importance of reliable technology in the Superintendent's execution of her duties. Given the nature of the Superintendent's role and assignment with the District, the Board acknowledges that the work of the Superintendent often exceeds the boundaries of regular weekday hours. To support the Superintendent in the efficient execution of her duties, the Board will provide the Superintendent with a cellular phone and data plan, a laptop computer and an iPad of her choice, in an amount not to exceed \$2,000.00 for business related purposes and incidental personal usage, which devices shall be and remain the property of the Board and which shall be updated and maintained by the Board as necessary.

14. REIMBURSEMENT FOR PROFESSIONAL DUES, PUBLICATIONS, ETC.

- A. The Board shall reimburse the Superintendent for annual dues for the New Jersey Association of School Administrators, the American Association of School Administrators, the Morris County Association of School Administrators, as same are required by her position in the District. Any such other dues/fees for any other associations by the Superintendent shall be subject to Board approval and subject to the annual appropriation of funds for said dues/fees. Any other professional development costs shall be subject to prior Board approval. The Superintendent shall provide all necessary documentation for reimbursement as required.
- B. In the event that Dr. Sargent wishes to attend any training and workshops which are relevant to her position, in addition to the annual conferences set forth herein, she shall seek the prior approval of the Board, which shall not be unreasonably withheld.

15. PROFESSIONAL DEVELOPMENT

Dr. Sargent may attend the New Jersey School Boards Annual Workshop, as well as one annual conference sponsored by New Jersey Association of School Administrators, provided that attendance at such conference(s) does not interfere with her duties as Superintendent. Subject to prior approval of the Board, Dr. Sargent may attend such other State and National conferences, seminars and workshops as are related to her position in the District and which are deemed, in the Board's opinion, to be fiscally prudent and which are subject to the Board's annual appropriation of funds.

All reasonable costs associated with the Superintendent's attendance at the forgoing shall be reimbursed subject to the provisions of N.J.S.A. 18A:11-12 and OMB circulars and regulations. Reimbursement shall occur only upon presentation of a duly executed voucher with supporting documentation and a report to the Board.

16. INDEMNIFICATION

The Board shall defend, hold harmless and indemnify the Superintendent in accordance with the applicable State law.

17. DISTRICT GOALS AND OBJECTIVES

Within sixty (60) days of the execution of this Agreement, or on a mutually acceptable date, the parties shall meet to establish the Superintendent's and 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 before August 15th of each succeeding school year, or a mutually acceptable date, the parties will meet to establish the Superintendent's and District's goals and objectives for the next succeeding school year, in the same manner and with the same effect set forth herein.

18. EVALUATION

The Board shall evaluate the performance of the Superintendent at least once per year, on or before June 30th or as soon thereafter as possible. It shall be the Board's responsibility to ensure timely completion of the annual evaluation of the Superintendent. The Superintendent's annual 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 Board action, a copy of the final evaluation document shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The annual evaluation shall be based upon the goals and objectives of the Superintendent and the District, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent and such other criteria as the State Board of Education and/or the Commissioner of Education shall by regulation prescribe.

In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing and in reasonable detail the specific instances of unsatisfactory performance. The evaluation shall include specific recommendations for improvement in all instances where the Board deems performance to be unsatisfactory. The Superintendent shall have the right to respond in writing to the evaluation and this response shall become a permanent attachment to the Superintendent's personnel file. On or before the first day of each school year, or on an alternate mutually acceptable date, 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 next succeeding school year, in the same manner and with the same effects heretofore described.

19. RIGHT TO LEGAL COUNSEL

Dr. Sargent acknowledges that she has been represented by legal counsel of her own choosing in the negotiation, development, and approval of this Agreement and that the Board's legal counsel does not represent her in the matter. Upon approval of this Agreement, Dr. Sargent shall have the right to contact the Board attorney for legal assistance on all other matters as the need arises in carrying out her duties.

20. TERMINATION OF EMPLOYMENT AGREEMENT

A. This Agreement shall terminate and the Superintendent's employment will cease, and no compensation shall thereafter be paid under any of the following circumstances:

1. failure of the Superintendent to possess the proper and requisite certification; or
2. revocation or suspension of the Superintendent's certification in which case this Agreement shall be null and void as of the date of the revocation as required by N.J.S.A. 18A:17-15.1; or
3. forfeiture under N.J.S.A. 2C:51-2; or
4. fraudulent misrepresentation of the Superintendent's employment history, education or professional credentials and/or criminal background, and only in accordance with N.J.S.A. 18A:17-15 et seq.; or
5. 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.

B. This Agreement may be terminated by:

1. mutual agreement of the parties; or
2. unilateral termination by the Superintendent upon ninety (90) days written notice to the Board; or
3. notification in writing by the Board to the Superintendent, at least one hundred fifty (150) days prior to the expiration of this Agreement of the Board's intent not to renew this Agreement.

C. The parties acknowledge that any early termination of this Agreement must comply with the provisions of P.L. 2007, c. 53, of the School District Accountability Act.

- D. In the event the Superintendent is arrested and charged with a criminal offense, which could result in forfeiture under N.J.S.A. 2C:51-2, the Board reserves the right to suspend her pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's sole discretion, subsequent to indictment, unless the Board certifies contractual tenure charges.
- E. The Superintendent shall not be dismissed or reduced in compensation during the term of this Agreement, except as authorized in the Agreement and N.J.S.A. 18A:17-20.2, provided, however, that the Board shall have the authority to relieve the Superintendent of the performance of her duties in accordance with N.J.S.A. 18A:27-9, so long as it continues to pay her salary and benefits for the duration of the term.

21. COMPLETE AGREEMENT

This Agreement embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of Dr. Sargent and the Board. Any modifications to this Agreement must have prior approval of the Executive County Superintendent.

22. CONFLICTS

In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of the Board's policies, the terms of this Agreement shall take precedence. In the event of any conflict between the terms, conditions and provisions of this Agreement and any mandated requirement imposed by statute or regulation, the terms of the mandated statute or regulation takes precedence.

23. SAVINGS CLAUSE

If, during the term of this Agreement, it is found that a specific clause of the Agreement is illegal in federal or state law, the remainder of this Agreement shall not be affected by such a ruling and shall remain in force.

24. NEW JERSEY LAW

This Agreement shall be construed in accordance with the provisions of the laws of New Jersey.

[Signatures appear on next page]

IN WITNESS WHEREOF, they set their hands and seals to this Agreement effective on the day and year first above written

BARBARA SARGENT

PARSIPPANY-TROY HILLS
BOARD OF EDUCATION

Barbara Sargent

Dr. Barbara Sargent
Superintendent

By: *Frank Neglia*
Frank Neglia
Board President

DATED: 5/8/17

DATED:

WITNESS:

Tom F...

By: *Robin C. Tedesco*
Robin C. Tedesco
Board Secretary

DATED: 5/8/17

DATED: