



State of New Jersey

DEPARTMENT OF EDUCATION
Camden County Office
Regional Emergency Training Center
420 Woodbury-Turnersville Road
Blackwood, NJ 08012
Phone (856) 401-2400 Fax (856) 401-2410

PHIL MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

ANGELICA ALLEN-McMILLAN, Ed.D.
Acting Commissioner

CARMEN G. RODRIGUEZ
Interim Executive County Superintendent

June 22, 2023

Dr. H. Major Poteat, Superintendent
Winslow Township School District
40 Cooper Folly Road
Atco, NJ 08004

Dear Dr. Poteat:

I have reviewed the employment contract for Ms. Tyra McCoy-Boyle, Business Administrator/Board Secretary in accordance with N.J.S.A. 18A:7-8(j), and to determine compliance with the standards adopted by the Commissioner of Education at N.J.A.C. 6A:23A-3.1. Based upon my review, I have determined that those provisions of the contract subject to my review are in compliance with applicable laws and regulations. Therefore, I approve the contract for a period commencing on July 1, 2023 through June 30, 2024.

If there are any changes to the terms of this contract, you will need to submit it to my office for review and approval prior to a required public notice and hearing of such changes.

Once the board has approved the contract, an original signed contract is to be sent to my office.

Sincerely,

A handwritten signature in blue ink that reads "Carmen Rodriguez".

Carmen Rodriguez
Interim Executive County Superintendent

CGR:mr

c: Tyra McCoy-Boyle, Business Administrator

WINSLOW TOWNSHIP BOARD OF EDUCATION
BUSINESS ADMINISTRATOR/BOARD SECRETARY
2023-2024 EMPLOYMENT CONTRACT

TYRA MCCOY-BOYLE

The Winslow Township Board of Education (hereinafter referred to as “Board”) in the County of Camden, with offices at 40 Coopers Folly Road, Atco, New Jersey and *Tyra McCoy-Boyle* (hereinafter referred to as “School Business Administrator/Board Secretary”, “SBA” or “the employee”), hereby enters into this Employment Contract (“Agreement” or “Contract”) for the term commencing on July 1, 2023, and terminating at midnight on June 30, 2024.

1. SCOPE OF SERVICES/PROFESSIONAL CERTIFICATIONS

Tyra McCoy-Boyle agrees to diligently perform all duties of School Business Administrator/Board Secretary for the term of this Agreement, together with all duties that are now, or may be in the future, imposed on said office by law, and that the performance of said duties shall be on a full-time, twelve-month basis.

At all times while serving pursuant to this Agreement, the SBA shall hold a valid and appropriate certificate to act in this District in accordance with the pertinent job description and the Rules and Regulations of the New Jersey Department of Education.

In the event that the certificate of the Business Administrator/Board Secretary is revoked, or in any way deemed invalid, this contract shall become null and void as of the date of the revocation.

2. TERM AND COMPENSATION

The Board hereby employs the School Business Administrator at an annual salary of **One Hundred Sixty-Five Thousand, Four Hundred Twenty-Four Dollars** (\$165,424.00). During the term of this Employment Contract, including any extension thereof, the School Business Administrator/Board Secretary shall not be reduced in compensation and/or benefits. In accordance with N.J.S.A. 18A:7-8(j) and N.J.A.C. 6A: 23A-3, the Executive County Superintendent, will review and approve, according to standards adopted by the Commissioner, all employment contracts for the School Business Administrator/Board Secretary prior to the execution of said contract. This shall include, renegotiations, extensions, amendments, or other alterations of the terms of the existing employment contract that have been previously approved by the Executive County Superintendent and contract amendments require approval of the Executive County Superintendent and are subject to the public notice and public hearing requirements pursuant to N.J.S.A. 18A:11-11.

3. SALARY DEDUCTIONS

Salary deductions shall include compulsory federal and state taxes and those required by the Teachers' Pension and Annuity Fund ("TPAF").

4. WORKDAY

The work day for the School Business Administrator/Board Secretary shall be the same as is required of all other non-affiliated administrative personnel, except that it is understood that the School Business Administrator/Board Secretary is employed for specific tasks and is expected to work beyond the regular workday in order to accomplish such tasks when necessary. Such employment shall be considered part of the contract and no additional remuneration shall be provided.

5. **PERFORMANCE**

The Employee shall devote the necessary attention to the business of the District. The Employee shall have the responsibilities and job functions as set forth on the pertinent job description, which is attached hereto, and such other responsibilities designated by the Superintendent of Schools and/or Board of Education.

Additionally, in consideration of the employment, salary and fringe benefits established hereby, the SBA hereby agrees to the following:

- (a.) To faithfully perform the duties of Business Administrator/Board Secretary for the Board and to serve 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 Business Administrator/Board Secretary, is incorporated by reference into this Employment Contract.
- (b.) To devote the necessary time, skills, labor and attention to this employment during the term of this Employment Contract. The Business Administrator/Board Secretary shall notify the Superintendent in the event she is going to be away from the district on district business for two (2) or more days in any week. Any time away from the district that is not for district business must be arranged in accordance with provisions for all other District employee's governing time off.
- (c.) To perform all duties incident to the Office of Business Administrator/Board Secretary and such other duties as may be prescribed by the Superintendent from time to time.

6. **VACATION**

(a) The School Business Administrator shall be entitled to 25 vacation days per school year, which accrue during the course of the year. The accrual of those days shall begin on July 1, 2023 and accrue during the course of this Contract.

(b) Up to ten (10) vacation days may be carried over into the next year for use during that year and consistent with N.J.S.A. 18A: 30–9. All vacation days carried over must be used in the next year or those days will be forfeited.

(c) In determining vacation entitlement, Saturdays, Sundays, and Board approved holidays, as provided in paragraph 6, shall not be counted.

(d) Unused vacation days shall be paid to the School Business Administrator upon separation from the school district at the rate of 1/260 of the School Business Administrator’s annual salary, or at the then permissible rate at the date of separation. This payment is consistent with the requirements of N.J.S.A. 18A:30-9. Such benefits shall be payable to the SBA’s estate.

7. **HOLIDAYS**

The School Business Administrator/Board Secretary will be entitled to all holidays and other non-work days off as listed on the annual Board approved school calendar, that are not otherwise utilized for job-related activities, such as in-service days. The 12-month school calendar has the following as days off:

- a. July 3 – Independence Day (Additional Day)
- b. July 4 – Independence Day
- c. September 4 – Labor Day
- d. September 25 – Yom Kippur
- f. October 9 – Columbus Day
- g. November 9 & 10 – Teacher Convention

- h. November 10 – Veteran’s Day
- i. November 23 & 24 – Thanksgiving Holiday Break
- j. December 25-29 – Winter Break
- k. January 1 – New Year’s Day
- l. January 15 – Dr. Martin Luther King, Jr. Day
- m. February 19 – Presidents’ Day
- n. March 29 – April 5 – Spring Break
- o. May 27 – Memorial Day
- p. June 19 – Juneteenth

8. PERSONAL LEAVE / BEREAVEMENT

Personal Business Days: The School Business Administrator/Board Secretary shall be allowed up to a total of three (3) days per year for personal business with no loss of pay. The unused portion of these days shall be converted and accumulated into sick leave not to exceed the allowable limit of 15 sick days per year.

Bereavement: The School Business Administrator/Board Secretary shall also be entitled to bereavement leave of up to five (5) days for death in the immediate family (defined as any relative residing in the same household as that of the School Business Administrator/Board Secretary or any of the following relatives: spouse, mother, father, sister, brother, children, grandchildren, stepmother, stepfather, stepbrother, stepsister, stepchildren, mother-in-law, father-in-law, domestic partner), or up to three (3) days for death in the family (defined as any relative not defined as immediate family or not residing in the same household as that of the School Business Administrator/Board Secretary, namely, aunt, uncle, niece, nephew, grandparents, brother-in-law, sister-in-law). The unused portion of these days shall not be accumulated into the next year.

Other leaves of absence without pay may be granted by the Board and extension or renewals of leaves shall be granted, if approved by the Superintendent.

9. **SICK LEAVE**

(a) Sick leave is defined to mean the absence from the Business Administrator/Board Secretary's post of duty because of personal disability due to illness, injury, or because the Business Administrator/Board Secretary has been excluded from school by the school's physician on account of a contagious disease or because of being quarantined for such a disease.

1. Days Allowed: The Business Administrator/Board Secretary shall be entitled to accrue 13 sick leave days through June 30th with pay. Unused sick days shall accumulate without limit except, pursuant to NJSA 18A:30-7, no person shall be allowed to increase her total accumulation by more than 15 days in any one year. However, payment for unused sick leave shall be consistent with N.J.S.A. 18A:30-3.5, N.J.S.A. 18A:30-3.6, N.J.S.A. 18A:30-3.7, and N.J.S.A. 18A:30-7.

(b) In accordance with the law and regulations, upon the Business Administrator/Board Secretary's retirement from the District, and in accordance with the rules and regulations of the Teachers' Pension and Annuity Fund, the Board will pay for unused accumulated sick days calculated at 1/260th or at the Business Administrator's current per diem rate of pay not to exceed a cap of \$15,000.

(c) The Business Administrator shall notify the Board of Education by December 1st of the last year of employment of her intent to retire.

10. **INSURANCE**

The School Business Administrator/Board Secretary shall be entitled to the following insurance benefits at the cost of the Board: Enrollment in the district's hospitalization and medical insurance program, dental insurance program, vision insurance and prescription insurance program, including family coverage. In addition, the school district shall provide the statutory fidelity bond for the services provided by the School Business Administrator/Board Secretary. The School Business Administrator shall contribute toward the cost of health insurance premiums in accordance with N.J.A. C. 6A:23A-3.1€4. In no case shall the School Business Administrator pay less than 1.5% of base salary in accordance with N.J.S.A. 18A:16-17 (P.L. 1979. C391). The School Business Administrator shall pay through payroll deductions contributions toward cost of health and prescription coverage at a rate of 35% of the premiums for the coverage category chosen (i.e. employee only, employee/spouse, employee/child, family) throughout the term of this contract.

The SBA may waive coverage in any of the health benefits plans if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board. The SBA will be paid the lesser of twenty-five percent (25%) of the amount saved by the Board because of the waiver or five thousand dollars (\$5,000). The full amount of the waiver is payable on June 30th of each year.

11. **FAMILY LEAVE**

The SBA will have rights to leave under State and Federal family leave laws.

12. **AUTOMOBILE EXPENSES/TRAVEL**

The Board agrees to reimburse the School Business Administrator for automobile expenses related to business travel at the reimbursement rate set in accordance with Board Policy and pursuant to applicable law and regulation, at a rate in accordance with OMB Circular/Regulation/NJ statute mileage rates. Tax treatment of this benefit shall be consistent with IRS regulations.

13. EVALUATION

The School Business Administrator shall be evaluated annually by the Superintendent on or before June 1st of each year and in accordance with state law and regulations.

14. TERMINATION

This Employment Contract may be terminated by:

- 1) Mutual agreement of the parties
- 2) Unilateral termination by the School Business Administrator upon 60 days' written notice to the Board; or,
- 3) Termination by the Board for inefficiency, incapacity, misbehavior, conduct unbecoming a School Business Administrator or other just cause and only the manner mandated by New Jersey Tenure Hearing Law.

15. PROFESSIONAL ASSOCIATIONS

The Board agrees to pay dues and fees on behalf of the School Business Administrator to New Jersey ASBO, School Business Officials County Association.

16. PROFESSIONAL DEVELOPMENT

The Board encourages the continuing professional growth of the SBA as it pertains to:

- (a.) The operations, programs, and other activities conducted or sponsored by local, state and national school administrator and school board associations;
- (b.) Seminars and courses offered by public and private education institutions; and
- (c.) Informational meetings with other persons whose particular skills or backgrounds would serve to improve his/her capacity to perform one's professional responsibilities for the Board.

The Business Administrator/Board Secretary shall be permitted to attend two state meetings. The Board shall permit a reasonable amount of release time for the Business Administrator/Board Secretary, as she deems appropriate, to attend such matters and shall pay all necessary travel, registration and sustenance expenses consistent with applicable law, regulations and OMB Circulars.

In addition, the Board agrees that the School Business Administrator may attend professional development programs approved by the Superintendent and sponsored by New Jersey ASBO, New Jersey Association of School Administrators and NJSBA. All conferences shall be approved and all fees and related travel costs shall be consistent with current New Jersey regulations. All such costs shall be subject to the provisions of N.J.S.A. 18A:11-12 and reimbursed only upon presentation of a duly executed voucher with supporting documentation.

17. OUTSIDE ACTIVITIES

The School Business Administrator shall devote her time, attention and energy to the business of the school district. However, she may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities at her discretion, by using her personal or vacation days. Such activities which require the School Business Administrator to be absent from the school district for more than one full working day shall be submitted to the Superintendent for approval. In the event the Superintendent deems the use of these days excessive, the Superintendent may decline use of any further days for this purpose.

18. PROFESSIONAL LIABILITY

(a) The Board agrees that it shall indemnify, defend and hold harmless, the School Business Administrator from any and all demands, claims, suits, actions, and legal proceedings brought against the School Business Administrator in her individual capacity or in her official capacity as agent and/or employee of the Board, provided that the incident arose while the School Business Administrator was acting within the scope of her employment, to the fullest extent permissible pursuant to N.J.S.A. 18A:16-6 and N.J.S.A. 18A:16-6.1.

(b) Should any criminal or quasi-criminal action be instituted against the School Business Administrator for any act or omission and should such proceeding be dismissed or result in a final disposition in her, the board of education shall reimburse her for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

19. SEVERABILITY

It is agreed that if any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, all of which other provisions shall remain in full force and effect.

20. AMENDMENTS OR MODIFICATIONS

This Agreement shall include a 10-day option to amend. Otherwise, this Agreement may not be modified or amended except by mutual agreement of the parties incorporated in writing, and signed by both parties. In the event current administrative regulations in Title 6A applicable to this contract are overturned, repealed or otherwise cease to be in effect, then the parties agree to meet and negotiate an appropriate amendment to the contract language should the regulations be modified or become ineffective. The Executive County Superintendent must review all renegotiations, amendments, and other alternations of terms of existing contract that have been previously approved by the Executive County Superintendent, according to N.J.S.A. 18:A7-8(j) and N.J.A.C. 6A:23A-3.1.

21. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties. It is subject to approval by the Board of Education.

22. NEW JERSEY LAW

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

In Witness Whereof, the Board has caused this Agreement to be approved in its behalf on (June) by a duly authorized officer and the Business Administrator/Board Secretary has approved this Agreement effective on the day and year specified below.

Attest:

Winslow Township Board of Education

By: _____
Cheryl Pitts, Board President

By: _____
H. Major Poteat, Ed.D., Superintendent

DATED: _____

DATED: _____

School Business Administrator/Board
Secretary

By: _____
Tyra McCoy-Boyle

DATED: _____

WINSLOW TOWNSHIP BOARD OF EDUCATION
ASSISTANT SUPERINTENDENT FOR CURRICULUM AND INSTRUCTION
2023 – 2024 CONTRACT OF EMPLOYMENT
DOROTHY N. CARCAMO, Ed.D.

THIS EMPLOYMENT CONTRACT is made and entered into as of the 1st day of July 2023 by and between the Winslow Township Board of Education, with offices located at 40 Cooper Folly Road, Atco, New Jersey 08004 (hereinafter referred to as the "Board") and *Dorothy N. Carcamo, Ed.D.*, (hereinafter referred to as the "Assistant Superintendent").

WITNESSETH:

WHEREAS, the Board desires to provide the Assistant 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;

WHEREAS, the Board and the Assistant 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 of the schools;

NOW THEREFORE, the Board and the Assistant Superintendent, for the consideration herein specified, agree as follows:

1. TERM

The Board, in consideration of the promises herein contained of the Assistant Superintendent, hereby employs, and the Assistant Superintendent hereby accepts employment as Assistant Superintendent of Schools for a term commencing on July 1, 2023, and ending on June 30, 2024.

2. ASSISTANT SUPERINTENDENT CERTIFICATION AND RESPONSIBILITIES

A. Certification: The Assistant Superintendent shall hold a valid and appropriate certificate to act as Assistant Superintendent of Schools in the state of New Jersey. In the event that such certificate is revoked or in any way deemed invalid, the terms of this Agreement are null and void.

B. Duties: All duties assigned to the Assistant Superintendent by the Board and Superintendent should be appropriate to and consistent with the professional role and responsibility of the Assistant Superintendent, and shall be set by Board policy and in the Assistant Superintendent Job Description (attached hereto and incorporated herein by reference).

C. Outside Activities: The Assistant Superintendent shall devote her time, attention and energy to the business of the school district. However, she 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 at her discretion. However, such activities which require the Assistant Superintendent to be absent from the school district for one full working day shall be

reported to the Superintendent. If the Assistant Superintendent chooses to engage in any other outside activities that are unrelated to the Assistant Superintendent's responsibilities as Assistant Superintendent of the District, which take place on personal, vacation, Holiday, or other time when the Assistant Superintendent is not expected to be working for the Board, she shall retain any stipend, honoraria or fee paid. Any such activities must not interfere with her duties and responsibilities with respect to the District.

Notwithstanding anything herein to the contrary, should the Assistant Superintendent prepare, develop, write, author or publish any literature, article treatise, book or other publication not directly related to the business of the District, that does not involve the use of District resources, she shall keep any stipend, honoraria or fee paid.

3. PROFESSIONAL GROWTH OF ASSISTANT SUPERINTENDENT

The Board encourages the continuing professional growth of the Assistant Superintendent through the Assistant Superintendent's participation as she might decide in light of the Assistant Superintendent's responsibilities as the Assistant Superintendent, in the following:

- A. The operations, programs, and other 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 Assistant Superintendent to perform the Assistant Superintendent's professional responsibilities for the Board;

D. Visits to other institutions; and

E. Other activities promoting the professional growth of the Assistant Superintendent. The details of such professional growth will be developed between the Superintendent and the Assistant Superintendent.

F. The Assistant Superintendent shall be permitted to attend two state meetings and one national conference each year.

In its encouragement, the Board shall permit a reasonable amount of release time for the Assistant Superintendent, as she deems appropriate, to attend such matters and shall pay all necessary travel, registration and sustenance expenses consistent with applicable law, regulations and OMB Circulars. All conferences shall be approved and all fees and related travel costs shall be consistent with current New Jersey regulations. All such costs shall be subject to the provisions of N.J.S.A 18A:11-12 and reimbursed only upon presentation of a duly executed voucher with supporting documentation.

4. COMPENSATION

A. Salary: The Board shall pay the Assistant Superintendent an annual salary of **Two Hundred Thirty-One Thousand, Fifteen Dollars** (\$231,015.00). During the term of this Employment Contract, including any extension thereof, the Assistant Superintendent shall not be reduced in compensation and/or benefits.

B. Executive County Superintendent Review & Approval: In accordance with N.J.S.A. 18A:7-8(j) and N.J.A.C. 6A: 23A-3.1, the Executive County Superintendent, will review and approve, according to standards adopted by the Commissioner, all employment contracts for Assistant Superintendents prior to the execution of said contract. This shall include, renegotiations, extensions, amendments, or other alterations of the terms of the existing employment contract that have been previously approved by the Executive County Superintendent.

5. BENEFITS

The Board shall provide the Assistant Superintendent, as part of her compensation, with the following benefits:

A. Vacation/Holiday: The Assistant Superintendent shall be granted twenty-five (25) vacation days annually, which begin to accrue on July 1, 2023. Each year she may carry over up to ten (10) days of her annual allotted vacation days, to be used in the next succeeding year, if any. The Assistant Superintendent shall be permitted to take vacation days at any time, with approval of the Superintendent. The Board, through the Board's Business Office, shall be responsible for maintaining written documentation of the Assistant Superintendent's earned and accrued vacation days.

The Assistant Superintendent shall be entitled to all officially recognized holidays and other non-work days off as listed on the annual approved school calendar, that are not otherwise utilized for job-related activities, such as in-service days. The 12-month school calendar has the following as days off:

- a. July 3 – Independence Day (Additional Day)
- b. July 4 – Independence Day
- c. September 4 – Labor Day
- d. September 25 – Yom Kippur
- f. October 9 – Columbus Day
- g. November 9 & 10 – Teacher Convention
- h. November 10 – Veteran’s Day
- i. November 23 & 24 – Thanksgiving Holiday Break
- j. December 25-29 – Winter Break
- k. January 1 – New Year’s Day
- l. January 15 – Dr. Martin Luther King, Jr. Day
- m. February 19 – Presidents’ Day
- n. March 29 – April 5 – Spring Break
- o. May 27 – Memorial Day
- p. June 19 – Juneteenth

The Assistant Superintendent has rights to leave under State and Federal Family Leave Acts.

Upon the Assistant Superintendent's separation or retirement from employment with the Board, the Board will pay all accumulated vacation days at a rate of 1/260 of the Assistant Superintendent's annual salary at the time of separation. All such payments will be consistent with N.J.S.A. 18A:30-9.

If the Assistant Superintendent dies before the Employment Contract year is completed, payment for the Assistant Superintendent's accumulated vacation days shall be made to the Assistant Superintendent's estate.

B. Sick Leave: Sick leave is defined to mean the absence from the Assistant Superintendent's post of duty because of personal disability due to illness, injury, or because the Assistant Superintendent has been excluded from school by the school's physician on account of a contagious disease or because of being quarantined for such a disease.

1. Days Allowed: The Assistant Superintendent shall be entitled to 13 sick leave days through June 30, 2024, with pay. Unused sick days shall be cumulative (maximum of 15 days) and may accrue in any given year. However, payment for unused sick leave shall be consistent with N.J.S.A. 18A:30-3.5, N.J.S.A. 18A:30-3.6, N.J.S.A. 18A:30-3.7, and N.J.S.A. 18A:30-7 and shall not exceed \$15,000.00.

Upon retirement in accordance with the rules and regulations of the Teachers' Pension and Annuity Fund, and N.J.S.A. 18A:30-3.5 and N.J.S.A. 18A:30-3.6, the Board shall provide compensation for accumulated sick leave days at the rate of 1/260 of the Assistant Superintendent's annual salary at the time of separation, or at the rate permissible pursuant to the regulations applicable at the time of retirement (annual salary divided by the then permissible regulatory daily rate = amount per day), whichever is greater. The Assistant Superintendent shall notify the Board of Education by December 1st of the last year of employment of her intent to retire.

C. Personal and Other Leave:

1. Bereavement. The Assistant Superintendent shall also be entitled to bereavement leave of up to five (5) days for death in the immediate family (defined as any relative residing in the same household as that of the Assistant Superintendent or any of the following relatives: spouse, mother, father, brother, sister, children, grandchildren, stepmother, stepfather, stepbrother, stepsister, stepchildren mother-in-law, father-in-law, domestic partner), or up to (3) days for death in the family (defined as any relative not defined as immediate family or not residing in the same household as that of the Assistant Superintendent, namely, aunt, uncle, niece, nephew, grandparents, brother-in-law, sister-in-law). The unused portion of these days shall not be accumulated into the next year.

2. Personal Business Days: The Assistant Superintendent shall be allowed up to a total of three (3) days per year for personal business with no loss of pay. The unused portion of these days shall be converted and accumulated into sick leave (sick day carry over is capped at 15 days in a given year).

3. Other Emergency or Urgent Reason: With the approval of the Superintendent, absence for other emergency or urgent reasons may be allowed.

D. Medical Benefits: The Assistant Superintendent shall be entitled to the following insurance benefits at the cost of the Board: Enrollment in the district's hospitalization and medical insurance program, dental insurance program, vision and prescription insurance program, including family coverage. Effective July 1, 2012 the Assistant Superintendent shall abide by Chapter 2, P.L. 2010 pertaining to a contribution of one and one-half percent (1.5%) of annual salary by payroll deduction to offset the cost of medical benefits. Effective July 1, 2011, the Assistant Superintendent shall abide by Chapter 78, P.L. 2011, pertaining to a percentage of premium determined by salary per state regulations, whichever is higher by payroll reduction to offset the cost of medical benefits.

E. Membership Fees: The Board shall pay 100% of the Assistant Superintendent's membership fees and/or charges to the American Association of School Administrators, the New Jersey Association of School Administrators, association for Supervision and Curriculum Development, and other professional/civic groups at the option of the Assistant Superintendent and subject to board approval and the Assistant Superintendent deems necessary to maintain and/or improve her professional skills.

F. Job-Related Expenses: The Board shall reimburse the Assistant Superintendent for job related expenses including, but not limited to necessary and reasonable travel, hotel, and sustenance expenses in accordance with law, District policy, the Administrative code and Commissioner of Education regulations. All travel reimbursements shall be made in accordance with New Jersey statutes and regulations, and in accordance with Circulars published by the New Jersey Department of Treasury or any other applicable directive.

6. PROFESSIONAL LIABILITY

A. The Board agrees that it shall defend, hold harmless, and indemnify the Assistant Superintendent from any and all civil or administrative demands, claims, suits, actions, and legal proceedings brought against the Assistant Superintendent in her individual capacity or in her official capacity as agent and/or employee of the Board, provided the incident arose while the Assistant Superintendent was acting within the scope of her employment, the act was not intentional, and, as such, liability coverage is within the authority of the Board to provide under state law.

The board further agrees that should any criminal action be instituted against the Assistant Superintendent for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board shall reimburse her for the cost of defending such proceeding, including reasonable counsel fees and expenses, as provided under state law.

B. If, in the good faith opinion of the Assistant Superintendent, a conflict exists as regards to the defense to such claim between the legal position of the Assistant Superintendent and the legal position of the Board, the Assistant Superintendent may engage counsel of her choice, subject to the reasonable approval of the Board, in which event the Board shall indemnify the Assistant Superintendent for the reasonable costs of legal defense, as permitted by state law.

7. MEDICAL EXAMINATION

Disability of the Assistant Superintendent: In the event of disability by illness or incapacity, of the Assistant Superintendent's sick leave has been exhausted, compensation shall be reinstated after the Assistant Superintendent has returned to employment and undertaken the full discharge of her duties. If a question exists concerning the capacity of the Assistant Superintendent to return to her duties, the Board may require the Assistant Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The Board and the Assistant Superintendent shall mutually agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the Board. The physician shall limit her report to those factors that prohibit the Assistant Superintendent from performing her duties.

8. EVALUATION

The Superintendent shall evaluate and assess in writing the performance of the Assistant Superintendent at least one time annually. The Superintendent and the Assistant Superintendent shall meet and discuss the evaluation. These evaluations and assessments shall be reasonably related to the position and description of the Assistant Superintendent and her duties as specified in this contract.

9. TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated by:

- A. Mutual agreement of the parties;
- B. Unilateral termination by the Assistant Superintendent. The Assistant Superintendent may propose to terminate this Employment Contract and will use her best

efforts to provide the Board with as much advance notice as possible, and in no event shall she provide less than sixty (60) days written notice to the Board.

10. COMPLETE AGREEMENT

This Employment Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

11. CONFLICTS

In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the contract.

12. AMENDMENTS OR MODIFICATIONS

This Employment Contract shall include a 10-day option to amend. Otherwise, this Agreement may not be modified or amended except by mutual agreement of the parties incorporated in writing, and signed by both parties. In the event current administrative regulations in Title 6A applicable to this contract are overturned, repealed or otherwise cease to be in effect, then the parties agree to meet and negotiate an appropriate amendment to the contract language should the regulations be modified or become ineffective. The Executive County Superintendent must review all renegotiations, amendments, and other alternations of terms of existing contract that have been previously approved by the Executive County Superintendent, according to N.J.S.A. 18:A7-8(j) and N.J.A.C. 6A:23A-3.1.

13. SAVINGS CLAUSE

If, during the term of this Employment Contract, it is found that a specific clause of the Employment Contract is illegal or contrary to federal or State law and/or regulations, the remainder of the Employment Contract not affected by such a ruling shall remain in force, and the parties hereto further agree that the specific clause(s) in question, if any, shall be revised in accordance with such law and/or regulations.

WHEREAS, a duly authorized offer of the Board has approved the terms and conditions of this Employment Contract, and

WHEREAS, the Assistant Superintendent has approved the terms and conditions of this Employment Contract,

WHEREAS, this Employment Contract has been approved by a vote of the members of the Winslow Township Board of Education at its meeting of **June** , and has been made a part of the minutes of that meeting.

IN WITNESS WHEREOF, they set their hands and seals to this Employment Contract effective on the date and year first above written.

Attest:

Winslow Township Board of Education

By: _____
Cheryl Pitts, Board President

By: _____
H. Major Poteat, Ed.D., Superintendent

DATED: _____

DATED: _____

Assistant Superintendent

By: _____
Dorothy N. Carcamo, Ed.D.

DATED: _____