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**EMPLOYMENT CONTRACT FOR
SUPERINTENDENT OF SCHOOLS**

UNION COUNTY
SUPERINTENDENT OF SCHOOLS

THIS AGREEMENT made this 1st day of November, 2014 by and between the Township of Union Board of Education, with administrative offices located at 2369 Morris Avenue, Union, New Jersey and Gregory Tatum (hereinafter "Mr. Tatum").

WITNESSETH:

WHEREAS, the Board desires to retain the services of Mr. Tatum as Superintendent of Schools for the Township of Union School District and Mr. Tatum has agreed to serve in this capacity; and

WHEREAS, the Board and Mr. Tatum wish to embody in this Contract the terms and conditions of their Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Board and Mr. Tatum hereby agree as follows:

**ARTICLE I
EMPLOYMENT**

A. The Board hereby agrees to employ Mr. Tatum as Superintendent of Schools (Chief School Administrator) effective November 1, 2014 through June 30, 2018.

B. The annual salary for Mr. Tatum shall be \$177,500.00 (ONE HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED and 00/100 Dollars).

ARTICLE II
DUTIES

In consideration of the employment and salary benefits established herein Mr. Tatum hereby agrees to the following:

A. To faithfully perform the duties of Superintendent of Schools 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 from time-to-time. 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 Mr. Tatum.

B. To devote his professional time, skills, labor and attention to this employment during the term of this contract. However, Mr. Tatum may also lecture, engage in writing activities and speaking engagements and engage in other activities which are of a short-term duration if he obtains prior approval of the Board of Education, which approval shall not be unreasonably withheld if the activities do not interfere with the performance of his duties to the district.

C. To carry out the duties as may be assigned to him from time-to-time by the Board of Education and to make reports to the Board as directed by the Board from time-to-time as may be required.

D. Mr. Tatum shall attend working sessions, regular and special meeting of the Board without additional compensation, and any other meetings related to negotiations sessions with employee groups, grievance meetings, committee meetings and other meetings relevant to his job functions as directed by the Board of Education.

E. Mr. Tatum shall attend those county, regional and state meetings that are necessary to keep him informed of current matters affecting the functions of the Board. The registration fees for these meetings shall be paid by the Board. Reimbursements for travel or other expenses shall be processed in accordance with applicable OMB circulars, State and Federal Regulations and Board policy.

ARTICLE III CERTIFICATION

Mr. Tatum represents that he is certified by the New Jersey State Board of Examiners to serve as a Chief School Administrator in the State of New Jersey, and that he shall maintain his certification in full force and effect throughout the life of this Agreement. If said certificate is revoked during the term of this Agreement, this Agreement shall thenceforth be null and void and Mr. Tatum's employment shall immediately terminate, pursuant to *N.J.S.A. 18A:17-51*.

ARTICLE IV SICK DAYS

Mr. Tatum shall receive twelve (12) sick leave days annually. Unused sick leave shall be cumulative, to a maximum of fifteen (15) days in accordance with the provisions of Title 18A. After fifteen (15) years or more of continuous service with the Township of Union Board of Education, and upon regular retirement, Mr. Tatum shall be compensated at a rate of \$125 per day to a maximum payment of \$15,000 which shall be deposited into a designated 403(b) post-retirement account. This Article shall conform to the requirements of *N.J.S.A. 18A:30-3.5*, as amended and supplemented. Payments, if any, shall be made based upon a 260 day year (1/260th).

**ARTICLE V
ASSOCIATION DUES/CONFERENCES**

Mr. Tatum shall be entitled to have certain professional expenses, including dues for professional associations paid by the Board. These dues shall be limited to N.J.A.S.A. and A.A.S.A. The Board will also pay for attendance at two state conventions with sufficient prior notice for the Board of Education's final approval. Reimbursements for travel or other expenses shall be processed in accordance with applicable OMB circulars, *N.J.S.A.18A:11-12*, State and Federal Regulations and Board policy. Mr. Tatum shall submit a detailed voucher and a report to the board for each conference or convention, which shall be reviewed for compliance prior to said reimbursement.

**ARTICLE VI
AUTOMOBILE AND OTHER JOB-RELATED EXPENSES**

Mr. Tatum shall be required to use his personal automobile for Board of Education business, as needed or as directed, at the employee's own cost and expense. Employee shall be responsible to pay for all ordinary out-of-pocket expenses associated with the use of his personal automobile for Board of Education business, including tolls. Reimbursements for travel and other expenses shall be processed in accordance with OMB circular, *N.J.S.A. 18A:11-12*, *N.J.A.C. 6A:23A-7* and any other applicable State and Federal Regulations and/or Board Policy.

**ARTICLE VII
VACATION DAYS**

Mr. Tatum shall be entitled to twenty-five (25) vacation days for the 2014-2015 school year. Mr. Tatum shall take vacation time only after prior review and approval of the Board of Education. Vacation leave accrued after June 8, 2007 can be carried over for up to one year, where required by business demands. Annual payout of vacation leave is not permitted. Upon retirement or other separation from employment, Mr. Tatum shall be compensated for all his

accumulated and unused vacation days up to a maximum of twenty-five (25) days. Vacation days are compensated at the daily rate of pay at time of severance and said calculation shall be based upon a 260 day year (1/260th). Said days may be paid to the individual's estate or beneficiaries in the event of the individual's death prior to separation.

**ARTICLE VIII
HOLIDAYS AND LEAVES OF ABSENCE**

Mr. Tatum shall receive seventeen (17) paid holidays per year. The annual calendar of holidays shall be developed and approved by the Board of Education each year. For the 2014-2015 school year the holidays are as set forth in Appendix "A".

Mr. Tatum may apply for a leave of absence without pay. Leaves of absence are subject to the review and approval of the Township of Union Board of Education. Said leaves shall be in accordance with State and Federal laws, as applicable.

**ARTICLE IX
PERSONAL DAYS**

Mr. Tatum shall be entitled to six (6) personal days per contract year. Unused personal days shall convert to accumulated sick days on June 30 of each year to a maximum of fifteen (15) days carryover. Whenever possible, he should advise the Board of Education of the need for such a day in advance.

**ARTICLE X
BEREAVEMENT LEAVE**

Mr. Tatum shall be entitled to up to five (5) days absence out of seven (7) consecutive days for each death in the immediate family, or because of death in the immediate family of spouse, without loss of salary. These days are not accumulated from year to year. The term "immediate" means: wife, husband, grandchild, parent, child, grandparent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and others who are permanent members of the employee's household.

**ARTICLE XI
HEALTHCARE BENEFITS**

Throughout the term of this Employment Contract, the Board shall provide Mr. Tatum with full family health insurance coverage (presently Blue Cross/Blue Shield) and dental care (presently Delta Dental). Mr. Tatum shall reimburse the Board of Education, via payroll deduction, in the minimum amount as set forth in *P.L. 2011, c. 78*, as amended and supplemented.

**ARTICLE XII
TUITION REIMBURSEMENT**

Mr. Tatum shall be reimbursed, after receiving a grade of "B" or above, for tuition for graduate education while enrolled in a doctoral program, at an accredited institution of higher education as defined in *N.J.A.C. 6A:9-2.1*. All courses shall be approved by the Board of Education in advance.

**ARTICLE XIII
CELLULAR PHONE**

The Board shall provide the Superintendent of Schools, at Board expense, with a cellular phone which shall remain the property of the Board.

**ARTICLE XIV
EVALUATION**

Mr. Tatum shall be evaluated at least annually by the Board of Education in accordance with the provisions of *N.J.S.A. 18A:17-20.3* as amended and supplemented.

**ARTICLE XV
TERMINATION OF EMPLOYMENT CONTRACT/NON-RENEWAL**

This Employment Contract may be terminated by:

- (a) mutual agreement of the parties; or

- (b) unilateral termination by the Superintendent upon one hundred twenty (120) days written notice to the Board; or
- (c) notification in writing by the Board to the Superintendent, at least one hundred twenty (120) days prior to the expiration of this contract, of the Board's intent not to renew this contract; or
- (d) in the event that the Superintendent's certification is revoked or suspended, this contract shall automatically terminate and become null and void as of the date of the revocation or loss of certification; or
- (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.*

**ARTICLE XVI
MODIFICATION OF CONTRACT TERMS**

The terms and conditions of the Contract shall not be modified, except by the written consent of both parties hereto, and consent of the County Executive Superintendent, provided further that the consent of the board can only be given by means of a lawfully adopted resolution.

**ARTICLE XVII
ENTIRE AGREEMENT**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues, which were or could have been subject to negotiations.

**ARTICLE XVIII
NEW JERSEY LAW**

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

**ARTICLE XIX
SEPARABILITY**

In the event that any provision of this Contract is deemed to be illegal by a court or agency of competent jurisdiction then the remaining provisions shall remain in full force and effect.

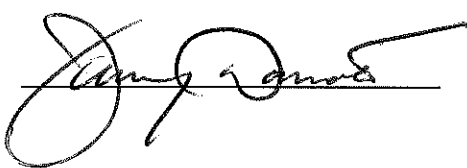
**ARTICLE XX
EFFECT OF CONTRACT**


This Contract is a tentative agreement and is specifically contingent upon the approval of the Executive County Superintendent of Schools. The terms of this Contract shall have no force or effect until such approval is granted.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these present to be signed by their proper corporate officers and the proper corporate seal affixed hereto the day and year first above written.

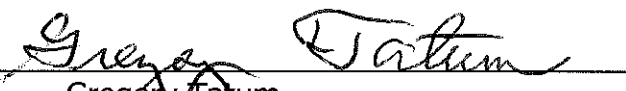
ATTEST:

TOWNSHIP OF UNION BOARD OF EDUCATION



By: 
Francis R. Perkins,
Board President




Gregory Fatum,
Superintendent of Schools

APPENDIX "A"

Friday, July 4, 2014	Independence Day
Monday, September 1, 2014	Labor Day
Monday, October 13, 2014	Columbus Day
Thursday, November 6, 2014	Teachers' Convention
Friday, November 7, 2014	Teachers' Convention
Thursday, November 27, 2014	Thanksgiving
Friday, November 28, 2014	Thanksgiving
Wednesday, December 24, 2014	Christmas Recess
Thursday, December 25, 2014	Christmas Recess
Friday, December 26, 2014	Christmas Recess
Thursday, January 1, 2015	New Year Observance
Friday, January 2, 2015	New Year Observance
Monday, January 19, 2015	Dr. Martin Luther King, Jr. Birthday
Monday, February 16, 2015	Presidents' Day
Friday, April 3, 2015	Good Friday
Monday, April 6, 2015	Spring Recess
Monday, May 25, 2015	Memorial Day

Township Of Union Public Schools

Job Description

TITLE: SUPERINTENDENT, CHIEF SCHOOL ADMINISTRATOR

QUALIFICATIONS:

1. Valid New Jersey School Administrator Certificate or eligibility
2. Central office, school administration and teaching experience as determined by the board
3. Demonstrated success with curriculum, personnel management, school finance and strategic planning
4. Strong leadership and communication skills
5. Required criminal history background check and proof of U.S. citizenship or legal resident alien status

REPORTS TO: Board of Education

SUPERVISES: Every district employee

JOB GOAL:

To inspire, lead, guide, and direct every member of the administrative, instructional, and support services staff in setting and achieving the highest standard of excellence, so that each student enrolled in the district may be provided with an appropriate and effective education.

SCOPE OF RESPONSIBILITY:

Leadership and management responsibilities of the superintendent shall extend to all activities of the district, to all phases of the educational program, to all aspects of the financial operation, to all parts of the physical plant, and to the conduct of such other duties as may be assigned by the board. The superintendent may delegate these duties together with appropriate authority, but may not delegate nor relinquish ultimate responsibility for results or any portion of accountability.

PERFORMANCE RESPONSIBILITIES:

Instructional Leadership

1. Ensures that a system of thorough and efficient education, as defined in state law and code is available to all students.
2. Ensures that the goals of the school system are reflected in its educational program and operations.

Financial Management

1. Ensures that the budget implements the district's goals.
2. Ensures implementation of board financial policies and district procedures. Provides direction to and supervision of school business functions. Encourages development and implementation of sound business practices.
3. Initiates and supervises development of the annual budget, providing opportunity for staff input. Recommends budget and budget priorities for board approval and communicates the educational and monetary impact of the budget to the community.
4. Ensures that the district develops and implements a multi-year (3-5 years) comprehensive maintenance plan.
5. Oversees school facility management to provide safe, efficient and attractive buildings, with strong emphasis on preventative maintenance and custodial care. Ensures annual inspections of each school building for adherence to health and safety codes.
6. Continually assesses business management practices to achieve efficiency.
7. Ensures funds are spent prudently by providing adequate control and accounting of the district's financial and physical resources.

Student Services

1. Ensures that a system of free appropriate special education and/or related services is available to all pupils with educational disabilities.
2. Develops and oversees the delivery of the district's intervention and referral services for pupils who are experiencing difficulties in their classes and who have not been classified as in need of special education.
3. Develops, in consultation with the school physician, a plan for the provision of school nursing services to be adopted by the board.
4. Confers annually with the administrator of each nonpublic school located in the district to plan for nursing services that may be made available pursuant to law and submits an annual written report to the executive county superintendent.
5. Develops and implements policies and procedures related to missing children and the reporting of allegations of child abuse and neglect.
6. Implements a board-approved program of guidance and counseling services.
7. Ensures access to public education for homeless students in accordance with state and federal law and administrative code.

School/Community Relations

1. Promotes community support of the schools. Interprets district programs and services, reports plans, events and activities of interest, and solicits community opinions regarding school and education issues.
2. Presents the district's quality assurance report annually to the community at a

board members and the annual distribution, public discussion, and documentation of the Act and the Code of Ethics for School Board Members.

TERMS OF EMPLOYMENT: Twelve months; Appointed for a period of 3-5 years; Serves in accordance with the terms of the contract between the board and the superintendent.

Salary to be determined by the board.

ANNUAL

EVALUATION: Performance of this job will be evaluated annually by April 30 in accordance with NJ State law and the provisions of the board's policy on evaluation of the superintendent.

Approved by: Township of Union Public Schools

Date:

Reviewed and agreed to by:

Date:

LEGAL REFERENCES:

<u>N.J.S.A. 13:1f-19 et seq.</u>	School Integrated Pest Management Act
<u>N.J.S.A. 18A:6-7.1-7.5</u> grounds for	Criminal history record; employee in regular contact with pupils; disqualification from employment; exception
<u>N.J.S.A. 18A:7A-10</u>	Evaluation of performance of each school
<u>N.J.S.A. 18A:7A-11</u>	Annual report of local school district; contents; annual report of commissioner; report of improvement of basic skills
<u>N.J.S.A. 18A:7A-14.3-14.5</u>	Alternate program of evaluation and monitoring
<u>N.J.S.A. 18A:7E</u>	School report card and efficiency programs
<u>N.J.S.A. 18A:7F</u>	Comprehensive Educational Improvement and Financing Act
<u>N.J.S.A. 18A:12-21</u>	School Ethics Act
<u>N.J.S.A. 18A:12-24</u>	School officials; prohibited conduct
<u>N.J.S.A. 18A:16-1</u>	Officers and employees in general
<u>N.J.S.A. 18A:16-1.3</u> employee	Notification of dismissal for cause of non-tenured certificated
<u>N.J.S.A. 18A:16-2</u>	Physical examinations; requirement
<u>N.J.S.A. 18A:17-15-21</u>	Appointment of superintendents; terms
<u>N.J.S.A. 18A:17-24.1-24.9</u> two or more	Superintendents and school business administrators shared by districts; approval
<u>N.J.S.A. 18A:17-46</u>	Act of violence; report by school employee; notice of action taken; annual report
<u>N.J.S.A. 18A:27-4.1</u> employees;	Appointment, transfer, removal, or renewal of officers and exceptions
<u>N.J.S.A. 18A:36-24 et seq.</u>	Missing and abused children
<u>N.J.S.A. 18A:37</u>	Discipline of pupils
<u>N.J.S.A. 34:5A</u>	N. J. Worker and Community Right to Know Act
<u>N.J.S.A. 52:17B-9.</u>	Missing child defined; marking of missing child's

SUPERINTENDENT

Detailed Statement of Contract Costs

District: Twp of Union Board of Education					
Name: Gregory Tatum					
Date BOE Authorized Submission to County Office					
10/21/2014					
District Grade Span					
K-12					
On Roll Students as of 10-15					
7500					
Year 1 Year 2 Year 3 Year 4 Year 5					
2014-15 2015-16 2016-17 2017-2018 2018-2019					
Contract Term:					
Salary					
Salary Effective 11/01/14 \$177,500, prorated 8 months					
	\$ 118,333	\$ 177,500	\$ 177,500	\$ 177,500	\$ -
High School	\$ -	\$ -	\$ -	\$ -	\$ -
Longevity	\$ -	\$ -	\$ -	\$ -	\$ -
Shared Service	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Salary					
	\$ 118,333	\$ 177,500	\$ 177,500	\$ 177,500	\$ -
Additional Salary					
Quantitative Merit Goals					
	\$ -	\$ -	\$ -	\$ -	\$ -
Qualitative Merit Goals					
	\$ -	\$ -	\$ -	\$ -	\$ -
Additional Compensation - Describe:					
	\$ -	\$ -	\$ -	\$ -	\$ -
Total Additional Salary					
	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Salary plus Additional Salary					
	\$ 118,333	\$ 177,500	\$ 177,500	\$ 177,500	\$ -
Board Contribution for Cost of Premiums for:					
Health Insurance					
	\$ -	\$ -	\$ -	\$ -	\$ -
Prescription Insurance					
	\$ -	\$ -	\$ -	\$ -	\$ -
Dental Insurance					
	\$ 1,129	\$ 1,129	\$ 1,129	\$ 1,129	\$ -
Vision Insurance					
	\$ -	\$ -	\$ -	\$ -	\$ -
Disability Insurance					
	\$ -	\$ -	\$ -	\$ -	\$ -
Long-term Care Insurance					
	\$ -	\$ -	\$ -	\$ -	\$ -
Life Insurance					
	\$ -	\$ -	\$ -	\$ -	\$ -
Other Insurance - Describe:					
	\$ -	\$ -	\$ -	\$ -	\$ -
Waiver of Benefits					
	\$ -	\$ -	\$ -	\$ -	\$ -
Section 125 Plan Reimbursements - Describe:					
	\$ -	\$ -	\$ -	\$ -	\$ -
Board Contribution for Cost of Premiums					
	\$ 1,129	\$ 1,129	\$ 1,129	\$ 1,129	\$ -
Employee contribution to health benefits as per law					
	\$ 1,129	\$ 1,129	\$ 1,129	\$ 1,129	\$ -
Total Health Benefit Compensation					
	\$ -	\$ -	\$ -	\$ -	\$ -
Other Compensation					
Travel and Expense Reimbursement (Estimated Annual Cost)					
	\$ 750	\$ 750	\$ 750	\$ 750	\$ -
Professional Development (Capped Amount or Estimated Annual Cost)					
	\$ 750	\$ 750	\$ 750	\$ 750	\$ -
Tuition Reimbursement					
	\$ 4,000	\$ -	\$ -	\$ -	\$ -
Mentoring Expenses - Describe:					
	\$ -	\$ -	\$ -	\$ -	\$ -
National/State/County/Local/Other Dues					
	\$ 1,600	\$ 1,600	\$ 1,600	\$ 1,600	\$ -
Subscriptions					
	\$ -	\$ -	\$ -	\$ -	\$ -
Board Paid Cell Phone or Reimbursement for Personal Cell Phone					
	\$ 900	\$ 900	\$ 900	\$ 900	\$ -
Computer for Home use, including supplies, maintenance, internet					
	\$ -	\$ -	\$ -	\$ -	\$ -
Other - Describe:					
	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Compensation					
	\$ 8,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ -
Sick and Vacation Compensation					
Max Paid for Unused Sick Leave Upon Retirement					
	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ -
Max Paid for Unused Vacation Leave - Retirement or Separation					
	\$ 11,378	\$ 17,067	\$ 17,067	\$ 17,067	\$ -
Total Sick and Vacation Compensation					
	\$ 26,378	\$ 32,067	\$ 32,067	\$ 32,067	\$ -
TOTAL CONTRACT COSTS					
	\$ 152,712	\$ 213,567	\$ 213,567	\$ 213,567	\$ -