



State of New Jersey
DEPARTMENT OF EDUCATION

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PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

LAMONT O. REPOLLET, Ed.D.
Commissioner

DARYL PALMIERI
INTERIM EXECUTIVE COUNTY SUPERINTENDENT

March 13, 2018

David I. Solomon, Esq.
Florio Perrucci Steinhardt & Cappelli LLC
218 Route 17 North, Ste 410
Rochelle Park, NJ 07662

Dear Mr. Solomon:

I have received the employment contract for Greg Tatum, Superintendent, Union Township School District, in accordance with N.J.A.C. 6A:23A-3.1. I have determined that the provisions of the contract are in compliance with the regulations. Therefore, I approve the contract for the period from July 1, 2018 through June 30, 2021.

In the event of any conflict between the terms, conditions and provisions of this employment contract and any permissive state or federal law, the law shall take precedence over the contrary provisions.

If during the term of this employment contract, it is found that a specific clause of the contract is illegal in Federal or State law, the remainder of this employment contract, not affected by such a ruling, shall remain in force.

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

Please submit a signed copy of the approved contract to my office.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Palmieri", written over a horizontal line.

Daryl Palmieri
Interim Executive County Superintendent

**EMPLOYMENT CONTRACT FOR
SUPERINTENDENT OF SCHOOLS**

THIS AGREEMENT made this ____ day of _____, 2018 by and between the Township of Union Board of Education, with administrative offices located at 2369 Morris Avenue, New Jersey and Gregory A. 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 July 1, 2018 through June 30, 2021.
- B. The annual salary for Mr. Tatum shall be \$194,000.00 (ONE HUNDRED NINETY-FOUR THOUSAND and 00/100 Dollars) which includes a base salary of \$189,000.00 and high school stipend of \$5,000.00.
- C. Mr. Tatum shall receive additional compensation consisting of the following: an estimated \$750.00 for travel and expense reimbursement, an estimated \$750.00 for professional development, and \$2,500.00 to be used for National/State/County/Local/Other dues.

D. On July 1, 2019 and on July 1 of each subsequent year of the contract, Mr. Tatum's annual base salary shall increase at a rate of two and one-half percent (2.5%) each year.

**ARTICLE II
MERIT PAY**

The Superintendent may receive a merit bonus in addition to his annual base salary. The merit bonus will be based upon his achievement of one qualitative merit criterion. The Board and Superintendent shall select one qualitative merit criterion per contract year. The Superintendent shall receive a merit bonus in amount up to 2.5% of annual base salary for successful achievement of the qualitative merit criterion.

The Executive County Superintendent shall approve or disapprove the selection of qualitative merit criterion and the data that forms the basis of measuring the achievement of the qualitative merit criterion. 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. The Board shall submit a resolution to the Executive County Superintendent certifying that the qualitative merit criterion has been satisfied and shall await a confirmation of the satisfaction of that criterion from the Executive County Superintendent prior to payment of the merit bonus.

The Board and the Superintendent shall meet and develop a mutually agreeable merit criterion on or before July 1 of each subsequent year of the contract.

ARTICLE III

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 Mt. 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 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 negotiation 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 those 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 IV 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 V 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 (1/60th).

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

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 the 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 of convention, which shall be reviewed for compliance prior to said reimbursement.

**ARTICLE VII
VACATION DAYS**

Mr. Tatum shall be entitled to twenty-five (25) vacation days for the 2018-2019, 2019-2020, and 2020-2021 school years. 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 might 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 2018-2019, 2019-2020, and 2020-2021 school year the holidays are 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 reduction, 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 unilateral termination by the Superintendent upon one hundred and twenty (120) days written notice to the Board; or
- B. Unilateral termination by the Superintendent upon one hundred and twenty (120) days written notice to the Board; or

- C. Notification in writing by the Board to the Superintendent, at least one hundred and twenty (120) days prior to the expiration of this contract, of the Boards 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: _____
Nancy Minneci, President

_____ By: _____
Gregory A. Tatum
Superintendent of Schools

APPENDIX "A"

Independence Day

Labor Day

Columbus Day

Teachers' Convention

Teachers' Convention

Thanksgiving

Thanksgiving (day after)

Christmas Recess (Christmas Eve)

Christmas Recess (Christmas Day)

Christmas Recess (Day after Christmas Day)

New Year Observance (New Year's Day)

New year Observance (Day after New Year's Day)

Dr. Martin Luther King, Jr. Birthday

Presidents' Day

Good Friday

Spring Recess

Memorial Day

SUPERINTENDENT
Detailed Statement of Contract costs

District: Union Township School District
Name: Gregory A. Tatum
District Grade Span: PS-12
On Roll Students as of 10-15 of the Prior Year: 7,186

	Year 1	Year 2	Year 3
Contract Term	2018-19	2019-20	2020-21
Salary			
Base Salary			
Annual Cumulative Salary Increase (2% per year)	\$ 189,000.00	\$ 193,725.00	\$ 198,568.13
Amount for High School Stipend	\$5,000	\$5,000	\$5,000
Amount for Additional Position	-	-	-
Shared Services	-	-	-
Longevity	-	-	-
Annual Salary	-	-	-
Annual Salary Increase (2% for successive Contracts)*	-	-	-
TOTAL ANNUAL SALARY	\$ 194,000.00	\$ 198,725.00	\$ 203,568.13
Additional Salary			
Quantitative Merit Goals	-	-	-
Qualitative Merit Goals	-	-	-
Additional Compensation - Describe if approved by 9/30 each year for merit goals	-	-	-
Total Additional Salary	-	-	-
TOTAL ANNUAL SALARY PLUS ADDITIONAL COMPENSATION	\$ 194,000.00	\$ 198,725.00	\$ 203,568.13
Total Premiums for:			
Health Insurance	-	-	-
Prescription Insurance	-	-	-
Dental Insurance	-	-	-
Vision Insurance	-	-	-
Disability Insurance	-	-	-
Other Insurance - Describe	-	-	-
Waiver of Benefits	-	-	-
Total Cost of Premiums	-	-	-
Employee Contribution to Premiums as Per Law	-	-	-
TOTAL HEALTH BENEFITS COMPENSATION	-	-	-
Other Compensation			
Travel and Expenses Reimbursement (Estimated Annual Cost)	\$750	\$750	\$750
Professional Development (Capped Amount or Estimated Annual Cost)	\$750	\$750	\$750
Tuition Reimbursement	-	-	-
Mentoring Expenses - Describe	-	-	-
National/State/County/Local/Other Dues	\$2,500	\$2,500	\$2,500
Subscriptions	-	-	-
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	-	-	-
Computer for Home use, Including supplies, Maintenance, Internet	-	-	-
Other - Describe:	-	-	-
TOTAL OTHER COMPENSATION	\$4,000	\$4,000	\$4,000
Sick and Vacation Compensation			
Max Paid for Unused Sick Leave Upon Retirement	\$15,000	\$15,000	\$15,000
Max Paid for Unused Vacation Leave - Retirement or Separation	\$17,067	\$17,067	\$17,067
Total Sick and Vacation Compensation	\$32,067	\$32,067	\$32,067
Total	\$230,067	\$234,792	\$239,635.13

* The Superintendent shall receive an annual salary increase in the amount of 2.5%, which shall remain under the cap.

