

**EMPLOYMENT CONTRACT BETWEEN
WALTER USZENSKI, Ed.D.
AND THE BOARD OF EDUCATION OF THE
BRICK TOWNSHIP SCHOOL DISTRICT**

THIS EMPLOYMENT CONTRACT, made and entered into the ___ day of June, 2013, by and between THE BOARD OF EDUCATION OF THE BRICK TOWNSHIP SCHOOL DISTRICT, with principal offices located at 101 Hendrickson Avenue, Brick, NJ 08724, hereinafter referred to as DISTRICT or BOARD, and WALTER USZENSKI, Ed.D., hereinafter referred to as SUPERINTENDENT.

WHEREAS, DISTRICT desires to provide SUPERINTENDENT with a written employment contract in order to enhance administrative stability and continuity within the schools which DISTRICT believes generally improves the quality of its overall educational program; and

WHEREAS, DISTRICT and 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 program of the schools;

NOW, THEREFORE, DISTRICT and SUPERINTENDENT, for the consideration herein specified, agree as follows:

1. TERM.

The DISTRICT, in consideration of the promises herein contained, hereby employs the SUPERINTENDENT of the Brick Township School District, and SUPERINTENDENT hereby accepts employment as Superintendent of Schools for a term commencing July 1, 2013 and ending June 30, 2018.

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT.

A. Certification

SUPERINTENDENT shall hold a valid certificate issued by the State of New Jersey pursuant to N.J.S.A. 18A:17-17, to act as SUPERINTENDENT of Schools in the State of New Jersey and shall notify the BOARD immediately in the event of any change to such certificate.

B. Duties

SUPERINTENDENT shall have charge of the administration of the schools under the direction of the BOARD. He shall be the chief administrative and executive officer of the BOARD; shall have general supervision over all aspects of the District, including the fiscal operations and instructional programs; shall direct and assign teachers and other employees of the schools under this supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the DISTRICT subject to the approval of the

BOARD; shall select all personnel subject to the approval of the BOARD; shall from time to time suggest regulations, rules and procedures deemed necessary for the well ordering of the school district, and in general perform all duties incident to the office of the SUPERINTENDENT and such duties prescribed by BOARD policy and SUPERINTENDENT'S Job Description which is attached hereto and made part hereof by reference.

The SUPERINTENDENT shall have the right to attend all BOARD meetings and serve as an ex-officio member of BOARD committees in accordance with BOARD policy and provide administrative recommendations on each item of business considered by each of these groups.

3. PROFESSIONAL GROWTH OF THE SUPERINTENDENT.

The Board encourages the continuing professional growth of the SUPERINTENDENT through the SUPERINTENDENT'S participation as the SUPERINTENDENT might decide in light of the SUPERINTENDENT'S responsibilities as 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. Conventions, seminars and courses offered by public or private educational institutions; and
- C. Informational meetings with other persons whose particular skills or background would serve to improve the capacity of the SUPERINTENDENT to perform the SUPERINTENDENT'S professional responsibilities for the Board.
- D. Visits to other institutions; and
- E. Other activities promoting the professional growth of the SUPERINTENDENT.

In its encouragement, the Board shall permit a reasonable amount of release time for the SUPERINTENDENT, as the SUPERINTENDENT deems appropriate to attend such matters, which shall at a minimum include but not be limited to American Association of School Administrators Conventions, New Jersey School Boards Association Fall and Spring Conferences and other Administrator and Superintendent Conferences including but not limited to those given by the Association for School Administrators. The Board will reimburse the Superintendent's expenses in accordance with Board policies and N.J.S.A. 18A:11-12 as enacted by P.L. 2007 C.53.

4. COMPENSATION.

The SUPERINTENDENT'S salary during the life of this Contract shall be as follows:

- A. For the 2013-2014 school year, compensation shall consist of the following components:
 - 1. Base salary of one hundred seventy-five thousand dollars (\$175,000.00), which amount has been approved by the Commissioner of Education pursuant to N.J.A.C. 6A:23A-2.1;
 - 2. High School stipend amount of two thousand five hundred dollars

- (\$2,500.00), pursuant to N.J.A.C. 6A:23A-2.1;
3. Total compensation of one hundred seventy-seven thousand five hundred dollars (\$177,500.00) shall be pro-rated and shall be payable periodically in accordance with the Board's payment schedule for professional staff;

The SUPERINTENDENT may receive a merit bonus in addition to his annual base salary. The merit bonus will be based upon his achievement of quantitative merit criterion and/or qualitative merit criterion. The Board and SUPERINTENDENT shall select up to three (3) quantitative merit criteria and up to two (2) qualitative merit criteria per contract year. The Executive County Superintendent shall approve or disapprove the selection of quantitative merit and/or qualitative merit criteria and the data that forms the basis of measuring the achievement of quantitative merit and/or qualitative merit criteria. The SUPERINTENDENT shall receive a merit bonus in amount up to 3.33% of his annual base salary for each quantitative merit criterion achieved, and/or a merit bonus in amount of up to 2.5% of annual base salary for each qualitative merit criterion achieved. The Board shall submit a resolution to the Executive County Superintendent certifying that the quantitative merit and/or qualitative merit criterion have 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. Payment to the SUPERINTENDENT shall be made within thirty days of the receipt of the Executive County Superintendent's approval.

- B. Effective for the 2014-2015 school year and subsequent years of this Agreement, the SUPERINTENDENT'S base salary, high school stipend and merit pay criteria shall remain as set forth in Subsection 1, above.
- C. The parties agree that there shall be no payment made to the SUPERINTENDENT for longevity during any year of this Agreement.

5 VACATION AND OTHER BENEFITS.

The BOARD shall provide the SUPERINTENDENT with the following benefits:

- A. Vacation/ Holidays: The SUPERINTENDENT shall be granted twenty-five (25) vacation days annually, which shall be prorated during the first year of this Contract. Said vacation days shall be available on July 1st of each year, with any unused portion from the prior year able to be carried into the next year. Vacation may be taken any time during the contract year. For vacation use exceeding 5 consecutive days the SUPERINTENDENT must get the approval of the President of the BOARD, which approval shall not be unreasonably withheld. The SUPERINTENDENT shall be entitled to all holidays listed on the annual administrative calendar, as established by the BOARD. The SUPERINTENDENT shall be permitted to carry over up to one full year

of unused vacation days from one year to the next. Said days must be utilized in the subsequent year or they will be lost.

B. Sick Leave: The SUPERINTENDENT shall be allowed 15 days sick leave annually, with any unused portion, at the end of any year, being cumulative. The SUPERINTENDENT shall be given a bank of 10 sick days upon the commencement of employment that shall be available for use but not reimbursement.

C. Personal Leave: The SUPERINTENDENT shall be allowed three (3) personal leave days annually, with any unused portion at the end of any year, being converted to sick days.

D. Other Leaves: The SUPERINTENDENT shall be allowed the same leave of absence benefits as other school district administrative personnel.

E. Medical Benefits: The SUPERINTENDENT shall be allowed the same medical benefits, which shall include Direct Access healthcare insurance, dental insurance and a prescription plan, as the other school district personnel, effective the first day of this employment contract. The Board reserves the right to select the appropriate insurance carrier(s). The SUPERINTENDENT shall contribute the percentage of the cost of such medical insurance as is required by State Law on the date of execution of this Employment Contract. The SUPERINTENDENT may elect to waive coverage consistent with the terms established for other school district personnel. The SUPERINTENDENT must demonstrate that he has comprehensive medical insurance available to him to waive coverage. Should the SUPERINTENDENT wish to re-enroll in the District plan he may do so without a lapse in coverage. It shall be the SUPERINTENDENT'S obligation to notify the District's Business Administrator of the pending loss in coverage due to a change in status relative to availability of comprehensive insurance coverage.

F. Membership Fees: The BOARD shall pay 100% of the SUPERINTENDENT'S membership fees to the American Association of School Administrators, New Jersey Association of School Administrators and Ocean County Association of School Administrators. In addition, the BOARD shall pay dues and expenses for SUPERINTENDENT'S membership in other organizations that both the SUPERINTENDENT and BOARD deem appropriate.

G. Expenses: The BOARD shall pay SUPERINTENDENT'S travel, food and lodging expenses for State and National Conventions and conferences subject to availability of funds and BOARD approval. All other expenses shall be reimbursed to the SUPERINTENDENT at the rate set forth in appropriate vouchers or as determined by parameters established by the New Jersey Department of Education Office of Management and Budget in accordance with N.J.S.A. 18A:11-12.

H Retirement/ Separation: At the time of his retirement, the SUPERINTENDENT shall receive payment for unused sick leave compensation in accordance with N.J.S.A. 18A:30-3.5, the total amount of which amount shall not exceed \$15,000.00. The Superintendent shall be reimbursed for his unused vacation days upon separation from employment, or to his estate, at the current contractual per diem (1/260).

6 PROFESSIONAL LIABILITY.

DISTRICT agrees that it shall defend, hold harmless and indemnify SUPERINTENDENT from any and all demands, claims, suits, actions and legal proceedings brought against SUPERINTENDENT in his individual capacity, or in his official capacity as agent and employee of the DISTRICT, provided the incident arose while SUPERINTENDENT was acting within the scope of his employment and that such liability coverage is within the authority of the school board to provide under State Law.

7 MEDICAL EXAMINATION/DISABILITY.

A. SUPERINTENDENT shall undergo a physical examination by a physician of the Superintendent's choosing pursuant to N.J.S.A. 18A: 16-2 and N.J.S.A. 18A:16-3. The cost of said examination shall be covered by the health care carrier. The only report required to be given to the Board is that the superintendent is fit to perform the duties of his position.

B. Disability of the SUPERINTENDENT. In the event of SUPERINTENDENT'S disability by illness or incapacity, after the SUPERINTENDENT'S sick leave has been exhausted, compensation shall be reinstated after SUPERINTENDENT has returned to employment and undertaken the full discharge of his duties. If a question exists concerning the capacity of the SUPERINTENDENT to return to his duties, the BOARD may require the SUPERINTENDENT to submit to a medical examination by a physician mutually chosen by the Board and the SUPERINTENDENT. The physician, or his designee shall limit his/her report to those factors that prohibit the SUPERINTENDENT from performing his duties and the report shall be provided to the BOARD prior to the SUPERINTENDENT'S return to his duties.

8. BOARD GOALS and OBJECTIVES.

Within 90 days of the execution of this Employment Contract, the parties shall meet to establish the Board's goals and objectives for the current school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated as hereinbefore provided. In every subsequent year of this Contract, the parties shall establish goals and objectives on or before June 30th of each year.

9 EVALUATION.

The BOARD shall evaluate and assess in writing the performance of SUPERINTENDENT at least once a year during the term of this contract. This evaluation and assessment shall be reasonably related to the Job Description of SUPERINTENDENT and the goals and objectives of the DISTRICT and such other criteria as the State Board of Education shall by regulation prescribe.

SUPERINTENDENT shall submit to the Board a recommended format for this written evaluation and assessment of his performance within thirty (30) days of the effective date of this contract. The BOARD shall meet and discuss the evaluation format with the SUPERINTENDENT, attempting in good faith to agree on the development and adoption of a mutually agreeable

evaluation format. In any event, the BOARD shall adopt a mutually agreed upon evaluation format within ninety (90) days of the effective date of this contract. On or before June 1 of each year of this Employment Contract, 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 school year.

In the event that the BOARD determines that the performance of the SUPERINTENDENT is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include recommendations as to the areas of improvement in all instances where the BOARD deems performance to be unsatisfactory. The SUPERINTENDENT shall have the right to respond in writing to the evaluation. This response shall become a permanent attachment to the SUPERINTENDENT'S personnel file. The BOARD and the SUPERINTENDENT shall meet in closed, executive session for the purpose of discussing each of the BOARD'S evaluations and assessments of the performance of the SUPERINTENDENT. The BOARD shall supply the SUPERINTENDENT with a copy of its written evaluation of him which shall include areas of strengths and weaknesses and which shall provide direction as to areas of performance in need of improvement.

10. TERMINATION OF EMPLOYMENT CONTRACT.

This Employment Contract may be terminated by:

- A. Mutual agreement of the parties.
- B. Unilateral Termination by SUPERINTENDENT. The SUPERINTENDENT may propose to terminate this Employment Contract upon sixty (60) days advance written notice to the BOARD.
- C. Discharge for inefficiency, incapacity, conduct unbecoming a Superintendent or other just cause in accordance with N.J.S.A. 18A:17-20.2.
- D. Unilateral Termination by Board at the expiration of the contract term upon one hundred fifty (150) days prior written notice by BOARD.
- E. In the event the Certificate of SUPERINTENDENT is revoked this contract is null and void as of the date of the revocation, pursuant to N.J.S.A. 18A:17-15.1.
- F. Death of SUPERINTENDENT

11. SAVINGS CLAUSE.

If, during the term of this Contract it is found that a specific clause of the Contract is contrary to law, the remainder of the contract not affected by such law shall remain in force.

12. COMPLETE AGREEMENT.

This Employment Contract embodies the entire agreement between the parties hereto, cannot be varied except by written agreement of the undersigned parties. This Employment Contract supersedes all prior written or oral agreements or understandings between the parties and, to the extent the same exist, they are hereby terminated and repealed.

13. 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 laws, 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 permission law during the term of the Contract.

IN WITNESS WHEREOF, the DISTRICT has caused this Employment Contract to be approved on its behalf by a duly authorized officer and SUPERINTENDENT has approved this Employment Contract effective on the day and year specified in paragraph 1 above.

ATTEST:

BRICK TOWNSHIP
BOARD OF EDUCATION

Witness

Sharon Cantillo, Board President

Witness

Walter Uszenski, Ed.D. Superintendent