

## **CONTRACT OF EMPLOYMENT**

**THIS AGREEMENT, made this 1st day of December, 2014**

**BETWEEN: The Board of Education of  
Neptune City, Monmouth County ("Board")  
210 West Sylvania Avenue**

**Neptune City, New Jersey 07753**

**AND: Debra Mercora (hereinafter "The Chief School Administrator")**

### **WITNESSETH**

THIS EMPLOYMENT CONTRACT replaces and supersedes all prior Employment Contracts between the Parties hereto. Signature of this Contract constitutes assent to a rescission of any and all prior Contracts as well as agreement to the terms herein;

WHEREAS, for the purpose of mutual understanding and in order that a harmonious relationship may exist between the Board and the Chief School Administrator to the end that continuous and efficient services will be rendered by both parties, for the benefit of both and for the benefit of students and residents of the district; and

WHEREAS, the Chief School Administrator is the holder of an appropriate certificate as prescribed by the State Board of Education and as required by N.J.S.A. 18A:17-17;

NOW, THEREFORE, in consideration of the following mutual promises and obligations, the parties agree as follows:

### **ARTICLE I** **EMPLOYMENT**

A. The Board hereby agrees to employ Debra Mercora as Chief School Administrator of Schools for the period of December 1, 2014 through 11:59 on June 30, 2019. The parties acknowledge this contract must be approved by the Monmouth County Executive County Superintendent in accordance with applicable law and regulation.

Effective December 1, 2014, the Chief School Administrator's salary for the term of this contract shall be as follows:

Dec 1, 2014 – June 30, 2015 - \$127,500  
July 1, 2015 – June 30, 2016 - \$130,000  
July 1, 2016 – June 30, 2017 - \$132,500  
July 1, 2017 – June 30, 2018 --- \$135,000  
July 1, 2018 – June 30, 2019 --- \$135,000

B. Nothing in this Agreement shall limit the Board's authority under Chapter 29 of the School Laws, including N.J.S.A. 18A:29-4 and 18A:29-14 (concerning withholding of increments).

## **ARTICLE II**

### **CERTIFICATION**

The parties acknowledge that the Chief School Administrator currently possesses the appropriate New Jersey administrative certification and school administrator endorsement.

If at any time during the term of this Agreement, the Chief School Administrator's certification(s) is revoked, this Agreement shall be null and void as of the date of the revocation.

## **ARTICLE III**

### **DUTIES**

In consideration of the employment, salary and fringe benefits established hereby, the Chief School Administrator hereby agrees to the following:

A. To faithfully perform the duties of Chief School Administrator of Schools for the Board and to serve as the chief school administrator 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 Chief School Administrator of Schools, is incorporated by reference into this contract.

B. To devote the Chief School Administrator's full time, skills, labor, and attention to this employment during the term of this contract; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without permission of the Board, such permission shall not be unreasonably withheld. The Chief School Administrator shall notify the Board President in the event they are 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 in this contract governing time off. The Board recognizes that the demands of the Chief School Administrator's position require long and irregular working hours.

C. To assume the responsibilities for the, renewal, removal, and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable Board policies and directives. The Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with N.J.S.A. 18A:27-4.1.

D. To study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, may refer to the Chief School Administrator.

E. To assume responsibility for the administration of the affairs of the School District, including but not limited to Curriculum, instruction, personnel and business management, and all duties and responsibilities therein will be performed and discharged by the Chief School Administrator or by staff under the direction of the Chief School Administrator.

F. The Chief School Administrator shall have a seat on the Board and the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Chief School Administrator shall attend all regular and special meetings of the Board, (except where a Rice notice has been served upon the Chief School Administrator giving notice that the Chief School Administrator's employment will be discussed in closed session, and the Chief School Administrator had not requested that the meeting be conducted in public), and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the School District.

G. To suggest, from time to time, policies, regulations, procedures, and rules deemed necessary for compliance with law and/or for the well being of the School District.

H. To perform all duties incident to the Office of the Chief School Administrator and such other duties as may be prescribed by the Board from time to time. The Chief School Administrator shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations.

I. To non-renew personnel pursuant to N.J.S.A 18A:27-4.1, and to provide a written statement of reasons for non-renewal upon request to the employee.

#### **ARTICLE IV** **BENEFITS IN ADDITION TO SALARY**

A. The Chief School Administrator shall receive 15 sick days annually. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. The board will create a sick leave bank for the Chief School Administrator with sick days accrued during previous years of employment upon the commencement of the contract. Upon retirement or termination the board shall provide compensation for accumulated sick leave days. Such payment is subject to a maximum of \$15,000. Per Diem rate shall be calculated based on 1/260 of annual salary.

B. The Board of Education shall reimburse the CSA \$80.00 per month for the use of her personal Smartphone and provide the CSA with a laptop computer which will remain the property of the Neptune City Board of Education.

C. The Chief School Administrator shall be entitled to an allowance at the Board's expense for professional dues for the following professional associations: NJASA, AASA and the County Administrators Association and/or other organizations deemed important by the board. The Chief School Administrator may hold additional memberships in other organizations as budgeted. The Chief School Administrator also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences as budgeted by the Board and similar expenses which may be incurred while discharging the duties of Chief School Administrator. Such reimbursement shall conform to N.J.S.A. 18A:11-12, as enacted by P.L.2007 c. 53. It is specifically understood that in the absence of compelling circumstances requiring the presence of the Chief School Administrator in the district, the Chief School Administrator shall be entitled to attend two State conferences per year... Reimbursement or payment for such expenses shall be made in accordance with Board policies and P.L. 2007 c. 53.

D. The Chief School Administrator may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.

E. 1. The Board shall provide the Chief School Administrator with individual or family, as needed, health benefits coverage under the same policy as other district employees. The Chief School Administrator shall be entitled to enrollment in the district's hospitalization and medical insurance program, prescription insurance program and dental insurance program for both themselves and their family. The premium for the above coverage shall be paid by the Board. In accordance with State law (P.L. 2011 c.78), the Chief School Administrator shall contribute to the cost of insurance in accordance with the formula detailed in Section 39 of the law as required as of the date of this agreement

The board shall provide the Chief School administrator with a vision care program for them self and dependents. In lieu of a private plan, they may reimburse the Chief School Administrator for actual vision care expenses not to exceed \$600.00 per year.

2. The Chief School Administrator may waive coverage in any of the health benefits plans if covered through a plan from another source, and in accordance with procedures established by the Board. The Chief School Administrator will be paid the same stipend for waiving coverage as is received by other staff members employed by the board.

F. 1. The Chief School Administrator shall be entitled to an annual vacation of twenty (20) business days beginning July 1, 2014 (pro rated for 2014-2015). All vacation days shall become available as of July 1 in each year of the contract.

2. The Chief School Administrator may take vacation days during the school year, with the permission of the Board President as single days, half days or in the event of an emergency. If the Chief School Administrator wishes to take more than two (2) consecutive vacation days during periods when school is in session, the Chief School Administrator shall request permission from the Board President. The Chief School Administrator is expected to attend to the business of the district as required for the smooth and efficient operation of the school district.

3. The Board encourages the Chief School Administrator to take the full vacation allotment each year; however, not more than five (5) unused vacation days may be carried over by the Chief School Administrator from year to year. All days carried over must be used in the next year or those days not taken will be forfeited.

4. In the event that the Chief School Administrator's contract is terminated prior to its expiration, unused vacation time (for the year of termination only) shall be paid based on a calculation of 1/260 of the annual salary. In the event this contract is not renewed, earned but unused vacation time will be paid at the Chief School Administrator's daily rate of pay (based on 1/260 of annual) on the last day of employment.

G. The Chief School Administrator shall be entitled to the following holidays: Independence Day, Labor Day, Columbus Day, President's Day, Thanksgiving Day, Christmas Day, New Year's Day, Good Friday and Memorial Day and any other holidays as designated by the approved Board calendar including the winter, spring breaks and any other school break designated on school calendar. Floating holidays may be taken during the school year upon approval of the Board President.

1. Payments to Estate. In the event that the Chief School Administrator dies during the term of this Agreement, any payments to which she is entitled for unused vacation time shall be payable to the Chief School Administrator's estate. Pursuant to N.J.A.C. 6A:23A-3.1, no payments for unused sick time shall be payable to the estate.

H. The Chief School Administrator shall be entitled to five (5) personal days to attend to personal business during the school day, with full pay during the work year. Personal days may be taken during the school year with the prior permission of the Board President. As much advance notice as possible of the request to take personal time will be given. Unused personal days will be converted to sick days at the rate of one (1) sick day for each unused personal day.

I. The Chief School Administrator shall be entitled to three (3) days off with pay for the death of a relative not residing in the household. The Chief School Administrator shall be entitled to five (5) days off with pay for the death of immediate family members (spouse/partner, children, grandchildren, father, mother, grandparents, sister, brother and other members of the same household) Any days off under this paragraph must be taken within 30 days of death.

J. The Chief School Administrator shall be paid an allowance of \$600.00 per year as reimbursement for use of a personal vehicle in performance of contractual duties. This amount is determined as follows: Estimated Average miles (1,613) multiplied by the current state reimbursement rate (.31). There will be no additional reimbursement of mileage allowance paid, except for travel outside of New Jersey in which case reimbursement shall be based on state regulations and applicable OMB circulars. Tax treatment of this benefit shall be consistent with IRS regulations.

K. The Chief School Administrator shall be responsible for recording an absence, in advance of the time off, as set forth herein, or immediately upon return to the district in the event of an unplanned absence, with the Board Secretary each time any leave is taken. The Chief School Administrator shall periodically review the Board Secretary's record to assure correctness.

L. The Chief School Administrator shall have the right at any time prior to the commencement of, or at any time during employment, to take a reduction in salary and to require the Board to use an amount corresponding to such reduction to purchase a tax sheltered annuity and/or mutual fund investment in accordance with N.J.S.A. 18A:66-127 et seq. and applicable tax laws, including Sections 403(b) and 457(b) of the Internal Revenue Code. The maximum amount of reduction in salary authorized shall be the maximum tax deferral amount permitted by the Internal Revenue Code.

## **ARTICLE V**

### **ANNUAL EVALUATION**

The Board shall evaluate the performance of the Chief School Administrator at least once a year in accordance with statutes, regulations and Board policy relating to Chief School Administrator evaluation.

Each annual evaluation shall be in writing, a copy shall be provided to the Chief School Administrator and the Chief School Administrator and the Board shall meet to discuss the findings. The Board may meet in closed session to discuss the evaluation and the Chief

School Administrator's performance where a Rice notice has been served upon the Chief School Administrator giving notice that the Chief School Administrator's employment will be discussed in closed session, and the Chief School Administrator has not requested that the meeting be conducted in public. The evaluations shall be based upon the criteria adopted by the Board, the goals and objectives of the district, which shall include encouragement of student achievement, the responsibilities of the Chief School Administrator as set forth in the job description for the position of Chief School Administrator and such other criteria as the State Board of Education shall by regulation prescribe. The final draft of the annual evaluation shall be adopted by the Board in April prior to the annual organization meeting, but no later than April 30 of each year. The Chief School Administrator shall propose a schedule for evaluation to the Board President by March 1 of each year. The Board and the Superintendent shall mutually agree upon the evaluation format and upon the Chief School Administrator's goals in each year of this contract.

Within sixty (60) days of the execution of this Employment Contract, the parties shall meet to establish the district's goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Chief School Administrator is evaluated, as hereinafter provided. On, or prior to June 1 of each succeeding school year, in the same manner and with the same effect as heretofore described.

## **ARTICLE VI**

### **TERMINATION OF EMPLOYMENT CONTRACT**

A. This Contract shall terminate, and the Chief School Administrator's employment will cease, and no compensation shall thereafter be paid, under any one of the following circumstances:

- (1) Failure to possess/obtain proper certification;
- (2) Revocation or suspension of the Chief School Administrator's certificate;
- (3) Forfeiture under N.J.S.A. 2C: 51-2;
- (4) Mutual agreement of the parties; or
- (5) Notification in writing by the Board to the Chief School Administrator, at least one hundred fifty (150) days prior to the expiration of this Contract, of the Board's intent not to renew this contract;

B. In the event the Chief School Administrator is arrested and charged with a criminal offense which could result in forfeiture under N.J.S.A. 2C: 51-2, the Board reserves the right to suspend the Chief School Administrator pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment, unless the Board certifies contractual tenure charges.

C. Nothing in this Contract shall affect the Board's rights with regard to suspension under N.J.S.A. 18A:6-8.3 and applicable case law.

D. The Chief School Administrator may terminate this Employment Contract upon at least 150 calendar day's written notice to the Board, filed with the Board Secretary, of an intention to resign.

E. The Chief School Administrator shall not be dismissed or reduced in compensation during the term of this contract, except as authorized by paragraphs B. and C. *supra*. and N.J.S.A. 18A:17-20.2; provided, however, that the Board shall have the authority to relieve the Chief School Administrator of the performance of contractual duties in accordance with N.J.S.A. 18A:27-9, so long as it continues to pay salary and benefits for the duration of the

term. The Parties understand that any such early termination must comply with the notice provisions of P.L.2007, c. 53, the School District Accountability Act.

F. In the event the Board elects to terminate this contract prior to its expiration date for reasons other than set forth in sections A,B,C and/or E above, and to remove the Chief School Administrator from the actual performance of contractual duties, the Board shall compensate the Chief School Administrator for all salary and fringe benefits until the expiration date is reached, minus compensation from any and all other employment. It is understood that the Chief School Administrator must make a good faith effort to find employment elsewhere as soon as possible and prior to the expiration date of the within contract. The salary received by the Chief School Administrator in such employment shall be deducted from the payments made to the Chief School Administrator by the Board. Insurance benefits will be adjusted to reflect coverage, if any, in the new position.

G. In the event of consolidation of the Neptune City School District or the district becomes non-operational as a separate or distinct school district, the Chief School Administrator shall be paid the lesser of 150 calendar days or the remaining term of this contract.

## **ARTICLE VII**

### **RENEWAL - NON RENEWAL**

This contract shall automatically renew for a term of three (3) calendar years, expiring July 1, 2022, unless either of the following occurs:

A. The Board by contract reappoints the Chief School Administrator for a different term allowable by law; or

B. The Board notifies the Chief School Administrator in writing, prior to January 31, 2019 that she will not be reappointed at the end of the current term, in which case her employment shall cease upon expiration of this Contract; or

C. In accordance with such laws and regulation that would require nullification of this Contract.

The Parties understand that any renewal must comply with the notice provisions of P.L.2007, c. 53, the School District Accountability Act.

## **ARTICLE VIII**

### **PROFESSIONAL LIABILITY**

The Board of Education agrees to defend, hold harmless and indemnify the Chief School Administrator from any and all demands, claims, suits, actions and legal proceedings brought against the employee in their individual capacity or in their official capacity as agent and/or employee of the Board of Education provided the incident arose while the Employee was acting within the scope of his employment.

## **ARTICLE IX**

### **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.

**ARTICLE X**  
**SAVINGS CLAUSE**

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

**ARTICLE XI**  
**RELEASE OF PERSONNEL INFORMATION**  
**PERSONNEL RECORDS**

The Chief School Administrator shall have the right, upon request, to review the contents of the Chief School Administrator's personnel file and to receive copies at Board expense of any documents contained therein. The Chief School Administrator shall be entitled to have a representative accompany present during such review. At least once every year, the Chief School Administrator shall have the right to indicate those documents and/or other materials in the file that the Chief School Administrator believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the board, such documents identified by the Chief School Administrator shall be destroyed.

No material derogatory to the Chief School Administrator's conduct, service, character, or personality shall be placed in the Chief School Administrator's personnel file unless the Chief School Administrator has had an opportunity to review the material. The Chief School Administrator shall acknowledge the opportunity to review such material by affixing a signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Chief School Administrator shall also have the right to submit a written answer to such material. The parties acknowledge that a detailed statement of the terms contained in this Agreement must be submitted annually to the Commissioner of Education along with the school budget in accordance with N.J.S.A. 18A:7F-5.3.

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

CHIEF SCHOOL ADMINISTRATOR

THE BOARD OF EDUCATION OF  
NEPTUNE CITY

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_  
Christine Oppeggaard

WITNESS:

WITNESS:

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