

CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT is made and entered into this 13 day of July, 2020 by and between the **NEPTUNE CITY BOARD OF EDUCATION**, with offices located at 210 West Sylvania Avenue, Neptune City, New Jersey 07753 (hereinafter “the Board”)

and

RAYMOND J. BOCCUTI, Ed.D., whose position is to be the Chief School Administrator (hereinafter “Chief School Administrator”).

WITNESSETH

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

WHEREAS, the Board and the Chief School Administrator believe that a written Contract of Employment is necessary to specifically describe their relationship and to serve as the basis of effective communication between them; and

WHEREAS, the Board offered Raymond J. Boccuti, Ed.D. the position of Chief School Administrator and he has accepted the Board’s offer; and

WHEREAS, the Board approved the terms of this Contract of Employment by a vote of its members at a regularly scheduled meeting on 7/13/2020 and has authorized the President of the Board to execute this Contract of Employment.

NOW, THEREFORE, the Board and the Chief School Administrator, for the consideration herein specified, agree as follows:

1. **TERM**

The Board hereby agrees to employ Raymond J. Boccuti, Ed.D. as the Chief School Administrator of the Neptune City Public Schools (“District”) for the period beginning July 1, 2020 but not later than August 1, 2020, and ending on June 30, 2025, at midnight.

2. **CERTIFICATION AND RESPONSIBILITIES**

A. Certification:

The parties acknowledge that the Chief School Administrator possesses a Standard School Administrator Certificate from the New Jersey Department of Education. The parties

further acknowledge that the Chief School Administrator possesses a Standard School Administrator Certificate with a Certificate of Eligibility for Principal from the New Jersey Department of Education.

In the event the Chief School Administrator's certificates issued by the Department of Education are revoked, this Contract of Employment is null and void as of the date of the certificate revocation.

The Chief School Administrator further agrees to comply with all other legal requirements respecting the employment of a Chief School Administrator.

B. Duties:

The Chief School Administrator shall have general supervision over the schools and all attendant powers and duties as set forth by law. The Chief School Administrator shall:

a. faithfully perform the duties of the Chief School Administrator for the Board and serve as the chief school administrator, executive officer, and Principal in accordance with the laws of the State of New Jersey, rules and regulations adopted by the State Board of Education, and policies which are adopted from time to time by the Board. The specific job description adopted by the Board, applicable to the position of Chief School Administrator of Schools, is incorporated into this Contract of Employment and the job description shall be followed by the Chief School Administrator and the Board.

b. devote his full time, skills, labor and attention to this employment during the terms of this Contract of Employment, provided that the Chief School Administrator may, with prior notice and approval of the Board, serve as a consultant to other districts or educational agencies, lecture, engage in writing activities or speaking engagements, and engage in other activities which do not interfere with his full time responsibilities as Chief School Administrator. The parties also acknowledge that the Chief School Administrator serves as an adjunct professor at two (2) institutions of higher education. The parties agree that the Chief School Administrator may continue to teach at these two (2) institutions of higher education so long as such creates no negative impact on the operations of the District. The Chief School Administrator shall be permitted to use vacation days in accordance with Paragraph 5A of this Contract of Employment. Should the Superintendent choose to engage in such outside activities on weekends, on his vacation time, or at other times when he is not required to be present in the district, he shall retain any honoraria paid.

c. carry out the administration of instruction and business affairs of the district, with the assistance of staff, in accordance with the legal obligations required by law and the responsibilities as outlined above, including the job description.

d. recommend the selection, placement, appointment, reappointment, non-renewal, and transfer of personnel, subject to the approval of the Board in accordance with the responsibilities as outlined above, 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*.

e. study and make recommendations with respect to all criticism and complaints, which the Board, either individually or collectively, may refer to the Chief School Administrator in accordance with the responsibilities outlined above.

f. attend appropriate professional meetings and conferences as a representative of the Board. The expenses incurred in connection with such meetings shall be subject to the provisions herein regarding reimbursement for professional expenses incurred by the Chief School Administrator.

g. structure his working day and organization to ensure that all duties are performed and obligations met.

h. assume responsibility for the administration of the affairs of the School District, including but not limited to programs, personnel and fiscal operations, instructional programs, and all duties and responsibilities therein will be performed and discharged by the Chief School Administrator or by staff at the Chief School Administrator's direction.

i. 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, and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the School District.

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

k. 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.

l. report to the Board of Education and adhere to directions from the Board of Education consistent with the performance and legal obligations herein.

All duties assigned to the Chief School Administrator should be appropriate to and consistent with the professional role and responsibility of the Chief School Administrator, and shall be set by Board policy and in the Job Description for the Chief School

Administrator which may be modified from time to time, consistent with the intent set forth above.

3. **PROFESSIONAL GROWTH OF CHIEF SCHOOL ADMINISTRATOR**

The Board encourages the continuing professional growth of the Chief School Administrator through his participation as he might decide, in light of his responsibilities as the Chief School Administrator, in the following ways:

- A. The operations, programs and other activities conducted or sponsored by local, state, and national school administrator and/or school board associations, including but not limited to, conferences, conventions, and workshops;
- 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 Chief School Administrator to perform his professional responsibilities for the Board;
- D. Visits to other institutions; and
- E. Other activities promoting the professional growth of the Chief School Administrator.

Expenses for meals, lodging, registration, and transportation for national conventions of recognized educational associations, workshops, seminars, and institutions to enhance the Chief School Administrator's knowledge and expertise in the field of education and administration shall be paid for/reimbursed by the Board in accordance with law. Such payments or reimbursements, shall be made in accordance with OMB travel circular provisions, the general requirements of N.J.S.A. 18A:11-12, Board policy, and upon prior approval of the Board. The Chief School Administrator shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement.

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, at a minimum, two (2) State conferences per Contract of Employment year.

4. **COMPENSATION**

- A. Salary:

For the period July 1, 2020 through June 30, 2021, the Board shall pay the Chief School Administrator an annual salary of One Hundred Fifty-Two Thousand Dollars

(\$152,000.00). This annual salary rate shall be paid to the Chief School Administrator in accordance with the schedule of salary payments in effect for other certified employees.

For the 2021-2022 school year, the Board shall pay the Chief School Administrator an annual salary of One Hundred Fifty-Five Thousand Forty Dollars (\$155,040.00). This annual salary shall be payable periodically in accordance with the schedule of salary payments in effect for other certified employees.

For the 2022-2023 school year, the Board shall pay the Chief School Administrator an annual salary of One Hundred Fifty-Eight Thousand One Hundred Forty One Dollars (\$158,141.00). This annual salary shall be payable periodically in accordance with the schedule of salary payments in effect for other certified employees.

For the 2023-2024 school year, the Board shall pay the Chief School Administrator an annual salary of One Hundred Sixty-One Thousand Three Hundred Four Dollars (\$161,304.00). This annual salary shall be payable periodically in accordance with the schedule of salary payments in effect for other certified employees.

For the 2024-2025 school year, the Board shall pay the Chief School Administrator an annual salary of One Hundred Sixty-Four Thousand Five Hundred Thirty Dollars (\$164,530.00). This annual salary shall be payable periodically in accordance with the schedule of salary payments in effect for other certified employees.

B. Other Provisions:

During the term of this Contract of Employment, including any extension thereof, the compensation and/or benefits of the Chief School Administrator shall not be reduced.

The Chief School Administrator shall have the right at any time prior to the commencement of, or at any time during the Chief School Administrator's employment, to take a reduction in salary and require the Board to use an amount corresponding to such reduction in salary 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 Federal Internal Revenue Code. The maximum amount of such authorized reduction in salary shall be the maximum tax deferral amount permitted by the Federal Internal Revenue Code.

5. **BENEFITS**

A. Vacation Days/Holidays/Personal Days:

In each year of the Contract of Employment, the Board shall provide the Chief School Administrator with twenty (20) vacation days annually, calculated and prorated on an

annualized basis, all of which shall be available to the Chief School Administrator on July 1st of each Contract of Employment year.

The Chief School Administrator may take vacation days when school is in session, with notice to the Board, 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 District.

The Board encourages the Chief School Administrator to take the full vacation allotment each year; however, if business demands prohibit the Chief School Administrator from using all of his allotted vacation days in a given year, he may carry over up to ten (10) unused vacation days to be used during the next Contract of Employment year pursuant to law. Any vacation days carried over from the previous Contract of Employment year that are not used in the year immediately following shall be forfeited.

If the Chief School Administrator does not complete a Contract of Employment year, the number of days shall be prorated at 1.667 vacation days per month for the completed months of service. If the Chief School Administrator utilized days in excess of this rate, compensation for those days shall be deducted from the Chief School Administrator's last check.

The Chief School Administrator shall be entitled to time off with pay for the following holidays:

Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, President's Day, Good Friday, and Memorial Day, and any other holidays as designated by the approved Board calendar including the winter and spring break periods and any other school break designated on the school calendar.

In each year of the Contract of Employment, the Board shall provide the Chief School Administrator with five (5) personal days, calculated and prorated on an annualized basis, to attend to personal business during the school day. All personal days shall be provided to the Chief School Administrator on July 1st of each Contract of Employment year.

Personal days may be taken during the school year with prior notice, if possible, to the Board President. As much advance notice as possible of the request to take personal time during the school year 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 at the end of a Contract of Employment year and shall accumulate as provided by law. In no case shall the total number of unused sick days exceed fifteen (15) sick days for the Contract of Employment year.

The Chief School Administrator shall be responsible for recording an absence due to vacation days and personal days, 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.

B. Health Benefits:

The Board shall provide the Chief School Administrator, and his dependents, if applicable, and/or with a change in circumstances, with medical, dental care, and prescription benefits under the same policy as other District employees. Pursuant to law, the Chief School Administrator shall contribute an amount established by P.L. 2011, Chapter 78, Tier IV or by A20/S2273 towards the cost of health insurance benefit premiums, depending upon the particular plan in which the Chief School Administrator is enrolled. If the Chief School Administrator enrolls in the New Jersey Educators Plan or the Garden State Health Plan, the Chief School Administrator shall contribute in accordance with A20/S2273. If the Chief School Administrator enrolls in any other health plan, the Chief School Administrator shall contribute an amount established by P.L. 2011, Chapter 78, Tier IV. The contribution shall be made through payroll deduction and the Board shall provide the Chief School Administrator with a Section 125 cafeteria plan.

The Board shall provide the Chief School Administrator with a vision care program for himself and his dependents. In lieu of a private plan, the Board may reimburse the Chief School Administrator for the actual vision care expenses not to exceed Seven Hundred Fifty (\$750.00) Dollars.

The Chief School Administrator may voluntarily waive health benefit coverage. If the Chief School Administrator elects to waive health benefit coverage, he must provide written representation of alternate insurance coverage to the Board. If the Chief School Administrator chooses to waive health benefit coverage he shall be entitled to a waiver payment in an amount equal to Five Thousand (\$5,000.00) Dollars. Waivers paid for less than one year shall be prorated.

C. Sick Leave:

In each year of the Contract of Employment, the Board shall provide the Chief School Administrator with fifteen (15) sick days annually, calculated and prorated on an annualized basis, all of which shall be available to the Chief School Administrator on July 1st of each Contract of Employment year. Upon the commencement of employment, the Chief School Administrator shall be given a bank of 30 sick days to be used in the event of illness. These "banked sick days" shall decrease in direct proportion to the number of sick days earned in the district. In addition, these banked sick days shall not be eligible for compensation upon retirement.

The Chief School Administrator shall also be given three (3) family sick days, in addition to the fifteen (15) provided above.

Unused sick leave may be accumulated from year to year. Accumulated unused sick leave shall be eligible for reimbursement at the time of retirement as provided by Article 6A of this Contract of Employment.

The Chief School Administrator shall be responsible for recording an absence due to sick days with the Board Secretary each time any sick leave is taken. The Chief School Administrator shall periodically review the Board Secretary's record to assure correctness.

D. Bereavement Leave:

The Board shall provide the Chief School Administrator with up to five (5) days off, with pay, for the death of a member of the Chief School Administrator's immediate family. Immediate family shall be defined as the Chief School Administrator's spouse/partner, children, grandchildren, father, mother, grandparents, sister, brother, and other members of the Chief School Administrator's household. The Board shall provide the Chief School Administrator with up to three (3) days off, with pay, for the death of a relative not residing in the Chief School Administrator's household. Except in the case of a declared State of Emergency by the New Jersey Governor and as further discussed herein, any days off under this paragraph of the Contract of Employment must be taken within 30 days of death. In the case of a declared State of Emergency by the New Jersey Governor where restrictions are placed upon gatherings or other activities associated with the death of a person, any days off allotted to the Chief School Administrator under this paragraph of the Contract of Employment shall not be required to be taken within 30 days of death.

The Chief School Administrator shall be responsible for recording an absence due to bereavement leave, in advance of the time off, with the Board Secretary each time any such leave is taken. The Chief School Administrator shall periodically review the Board Secretary's record to assure correctness.

E. Membership Fees:

The Board shall pay the following professional and membership dues on behalf of the Chief School Administrator for the following professional organizations: AASA, NJASA, the County Administrators Association, ASCD, NAESP, NJPSA and/or other organizations deemed important by the Chief School Administrator and the Board. The Chief School Administrator may hold additional memberships in other organizations, as budgeted, to maintain or improve his professional skills, subject to approval by the Board.

F. Subscriptions:

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

G. Expense Reimbursement:

The Board shall reimburse the Chief School Administrator for job related expenses, including travel and sustenance, incurred in the performance of the Chief School Administrator's duties under this Contract of Employment in accordance with law. Mileage shall be paid from mileage vouchers according to "New Jersey Office of Management and Budget" rates per mile. The Chief School Administrator shall be reimbursed for expenses pursuant to Board policy, upon prior approval of the Board, and pursuant to N.J.S.A.18A:11-12 and regulations promulgated thereunder.

H. Smart Phone and Personal Notebook Computer:

The Board shall reimburse the Chief School Administrator up to One Hundred (\$100.00) Dollars per month for the use of his personal Smartphone for the purpose of carrying out his duties under the terms and conditions of this Contract of Employment. The Board shall also provide the Chief School Administrator with a laptop computer for the purpose of carrying out his duties under the terms and conditions of this Contract of Employment, with de minimus personal use. The laptop computer shall remain the property of the Neptune City Board of Education and shall be returned to the District upon the Chief School Administrator's separation from service.

I. Indemnification:

The Board shall defend, hold harmless and indemnify the Chief School Administrator in accordance with the applicable State law.

6. **SEPARATION FROM SERVICE**

A. Accumulated Unused Sick Days:

Upon the Chief School Administrator's retirement from employment with the District, the Board will pay all unused, accumulated sick days earned while an employee of the Board, in accordance with law, as same is in effect at the time of the execution of this Contract of Employment. Payment shall be calculated at the Chief School Administrator's daily rate of pay, based upon a 260-day work year, following his last day of employment. Pursuant to law, payment shall not exceed \$15,000.00. The payment shall be made in a lump sum within thirty (30) days following the Chief School Administrator's retirement.

B. Accumulated Unused Vacation Days:

Upon the Chief School Administrator's separation from service with the District or retirement from employment with the District, the Board shall reimburse the Chief School Administrator for up to thirty (30) accumulated unused vacation days earned while an employee of the Board, in accordance with law. Payment shall be calculated at the Chief School Administrator's daily rate of pay based upon a 260-day work year following his last day of employment with the District. Payment by the Board to the Chief School Administrator shall be made within thirty (30) days of the Chief School Administrator's separation from service with the District.

C. Payment to Estate:

If the Chief School Administrator dies before his Contract of Employment year is completed, payment for any accumulated unused vacation days due to the Chief School Administrator shall be made to his estate in accordance with law.

7. **EVALUATION**

The Board shall evaluate the performance of the Chief School Administrator on or before June 30th in accordance with law. Each annual evaluation shall be in writing and shall represent a majority of the full membership of the Board. The Board and the Chief School Administrator shall meet to review the Chief School Administrator's performance and establish performance goals for the following school year. Each evaluation shall be in writing, and prior to finalization a copy shall be provided to the Chief School Administrator, and the Board and the Chief School Administrator shall meet to discuss the findings. The evaluation shall include areas of commendation and recommendation and shall provide direction as to any aspects of performance that are in need of improvement. The evaluations shall be based upon the goals and objectives of the District and the Board of Education, the responsibilities of the Chief School Administrator as set forth in his job description, and provide for such other criteria as the State Board of Education shall by regulation prescribe. It shall be the Board's responsibility to ensure completion of the annual evaluation of the Chief School Administrator. The evaluation format shall be developed and approved jointly by the Board and the Chief School Administrator within ninety (90) days of the Chief School Administrator commencing employment with the Board under this Contract of Employment. On or before June 30 of the 2020-2021, 2021-2022, 2022-2023, 2023-2024, and 2024-2025 school years, the Chief School Administrator 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 Chief School Administrator is unsatisfactory in any respect, it shall describe in writing and in reasonable detail the specific instances of unsatisfactory performance. The evaluation shall include specific recommendations for improvement in all instances where the Board deems

performance to be unsatisfactory. The Chief School Administrator shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the evaluation in question.

Within ninety (90) 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 Superintendent is evaluated, as hereinafter provided. Each succeeding school year, the parties will meet to establish the district's goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described.

The parties also agree that the Board shall not hold any discussions regarding the Chief School Administrator's employment, unless the Chief School Administrator is given written notice at least 48 hours in advance. In addition, the Board shall not hold any discussions with regard to the Chief School Administrator's performance, or that may adversely affect the Chief School Administrator's employment, in public session, unless the Chief School Administrator requests that such discussions be held in public session, pursuant to the Open Public Meetings Act. In the event that the Chief School Administrator is served with a Rice notice, and chooses to have the ensuing discussion in closed session, at a minimum, he shall have the opportunity to address the Board in closed session and bring a representative of his choosing.

8. EXTENSION OF CONTRACT OF EMPLOYMENT

Except as otherwise provided by law, any extension of this Contract of Employment shall be by mutual agreement of the parties and must be set forth in a written agreement signed by the parties and upon the prior approval of the Executive County Superintendent of Schools.

9. TERMINATION OF CONTRACT OF EMPLOYMENT AND NOTICE OF NONRENEWAL

This Contract of Employment may be terminated by:

- A. Mutual agreement of the parties;
- B. Unilateral termination by the Chief School Administrator upon ninety (90) days written notice to the Board;
- C. In the event that the Chief School Administrator's certificate is revoked, this Contract of Employment shall become null and void as of the date of revocation;

- D. 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 Employment of the Board's intent not to renew this Contract of Employment; or
- E. Actions consistent with law.

10. **COMPLETE AGREEMENT**

This Contract of Employment embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties and upon the prior approval of the Executive County Superintendent of Schools.

11. **CONFLICTS**

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

12. **SAVINGS CLAUSE**

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

13. **MODIFICATION (COMPLETE AGREEMENT)**

The terms and conditions of this Contract of Employment shall not be modified except by the written consent of both Parties hereto and after review and approval by the Executive County Superintendent. Any amendments to this Contract of Employment shall not create a new Contract of Employment or Contract term but shall only constitute an amendment to the existing Contract of Employment.


WHEREAS, the Chief School Administrator approves the terms and conditions of this Contract of Employment, and agrees to be bound by same;

WHEREAS, this Contract of Employment has been approved by a vote of the Members of the Board of Education at its meeting of 7/13/2020 said action having been made a part of the official minutes of that meeting.

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

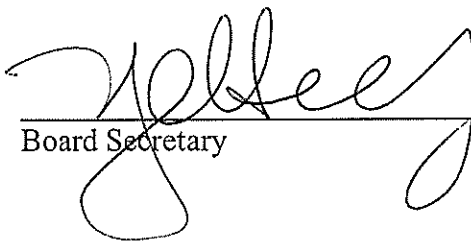


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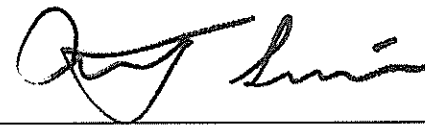


Raymond J. Boccuti, Ed.D.
Chief School Administrator

NEPTUNE CITY BOARD OF
EDUCATION



Board Secretary



Board of Education President