



State of New Jersey

Department of Education
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PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

ANGELICA ALLEN-McMILLAN, Ed. D.
Acting Commissioner

Dr. LESTER W. RICHENS
Interim Executive County Superintendent

June 9, 2023

Dr. Tracy Handerhan
Superintendent of Schools
Wall Township School District
1620 18th. Avenue
Wall, NJ 07719-1199

Dear Dr. Handerhan:

I have reviewed the employment contract for Ms. Jennifer McCann, as Assistant Superintendent of Curriculum and Instruction. After reviewing in accordance with N.J.S.A. 18A:7-8(j) and to determine compliance with the standards adopted by the Commissioner of Education at N.J.A.C. 6A:23A-3.1. Based upon my review, I have determined that those provisions of the contract subject to my review are in compliance with applicable laws and regulations. Therefore, I am approving Ms. McCann's contract effective July 1, 2023 through June 30, 2024.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Lester W. Richens".

Dr. Lester W. Richens
Interim Executive County Superintendent

LWR:og

ASSISTANT SUPERINTENDENT CONTRACT OF EMPLOYMENT
July 1, 2023 through June 30, 2024

THIS CONTRACT OF EMPLOYMENT is made and entered into this 1st day of July, 2023, by and between the Wall Township Board of Education , with offices located at 18th Ave., Wall, New Jersey 07719 (hereinafter “the Board”)

and

JENNIFER McCANN, whose position is to be the Assistant Superintendent of Curriculum and Instruction (hereinafter “Assistant Superintendent”).

WITNESSETH

THIS CONTRACT OF EMPLOYMENT replaces and supersedes all prior Contracts of Employment between the parties hereto. 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 Assistant Superintendent 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; and

WHEREAS, the Board wishes to retain the services of Ms. McCann for the position of Assistant Superintendent, and she has accepted the Board's offer; and

WHEREAS, the Board and the Assistant Superintendent 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 approved the terms of this Contract of Employment by a vote of its members at a regularly scheduled meeting on June 13th, 2023 and has authorized the President of the Board to execute this Contract of Employment; and

WHEREAS, this Contract of Employment replaces and supersedes all prior Contract of Employments between the parties thereto. Signature of this Contract of Employment constitutes assent to a recession of any and all prior Contracts of Employment as well as agreement to the terms herein.

NOW, THEREFORE, the Board and the Assistant Superintendent, for the consideration herein specified, agree as follows:

1. TERM

The Board, in consideration of the promises herein contained of the Assistant Superintendent, hereby employs, and the Assistant Superintendent hereby accepts employment, as Assistant Superintendent for Curriculum & Instruction for the term commencing on July 1, 2023 and expiring Midnight on June 30, 2024.

2. CERTIFICATION AND RESPONSIBILITIES

A. Certification:

During the term of this Contract of Employment, the Assistant Superintendent shall maintain a current and valid certificate issued by the New Jersey Department of Education for the position of Assistant Superintendent for Curriculum & Instruction.

The parties hereto agree that in the event the Assistant Superintendent's certification explained above is revoked or otherwise not maintained in full force and effect for any reason, the Assistant Superintendent shall immediately notify the Board and this Contract shall automatically terminate and be null and void as of the date of the revocation or loss of certification.

B. Duties:

The Assistant Superintendent shall have the duties and responsibilities prescribed by the Superintendent of Schools of the Wall Township School District and all attendant powers as set forth in statute and job description. The Assistant Superintendent shall devote her full time, attention, and energy to the business of the school district. The Assistant Superintendent shall report directly to the Superintendent of Schools, and serve 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.

All duties assigned to the Assistant Superintendent by the Superintendent of Schools should be appropriate to and consistent with the professional role and responsibility of the Assistant Superintendent, and shall be set by Board policy and in the Job Description for the Assistant Superintendent which may be modified from time to time, consistent with the intent set forth above.

3. PROFESSIONAL GROWTH OF THE ASSISTANT SUPERINTENDENT

The Board encourages the continuing professional growth of the Assistant Superintendent through her participation as she and the Superintendent might decide, in light of her responsibilities as the Assistant Superintendent, 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 Assistant Superintendent to perform her professional responsibilities for the Board;
- D. Visits to other institutions; and
- E. Other activities promoting the professional growth of the Assistant Superintendent.
- F. Expenses for meals, lodging, registration, and transportation for state conventions of recognized educational associations, workshops, seminars, and institutes to enhance the Assistant Superintendent'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 Superintendent and the Board. The Assistant Superintendent shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement.

4. COMPENSATION

The Board shall pay the Assistant Superintendent an annual salary of One Hundred Eighty Thousand and Six Hundred dollars (\$180,600), based upon a 260-day work year, for the term of this Contract of Employment. This annual salary shall be paid to the Assistant Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

During the term of this Employment Contract, including any extension thereof, the Assistant Superintendent shall not be reduced in compensation and/or benefits.

Any adjustment in salary made during the life of this Contract of Employment shall be in the form of an amendment and shall become part of this Contract of Employment, but it shall not be deemed that the Board and the Assistant Superintendent have entered into a new Contract of Employment, and shall require the the prior approval of the Executive County Superintendent.

5. BENEFITS

A. Vacation Days:

The Assistant Superintendent shall be granted twenty-four (24) vacation days annually, calculated and prorated on an annualized basis, all of which shall be available to the Assistant Superintendent at the start of this Contract of Employment. The Board, through its Human Resources Office, shall be responsible for maintaining written documentation of the Assistant Superintendent's earned, used, and accrued vacation days.

If business demands prohibit the Assistant Superintendent from using all of her allotted vacation days in a given contract year, she may carry over up to twenty-four (24) unused vacation days to be used during the next contract year pursuant to law. Any vacation days carried over from the previous contract year that are not used shall be forfeited.

If the Assistant Superintendent does not complete the term of this contract, the number of vacation days shall be prorated at 2 vacation days per month for the completed months of service. If the Assistant Superintendent utilizes days in excess of this rate, compensation for those days shall be deducted from the Assistant Superintendent's last check.

B. Holidays:

The Assistant Superintendent shall be entitled to paid holidays as follows:

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

July 4th

Labor Day

Thanksgiving

Thanksgiving Day Friday

Christmas

The remaining six (6) holidays are floating holidays.

C. Personal Days:

The Assistant Superintendent shall be granted five (5) personal days, with pay, annually, calculated and prorated on an annual basis, all of which shall be available to the Assistant Superintendent at the start of this Employment Contract. Such days shall be used at her discretion. Unused personal days shall convert to accumulated sick leave at the end of each contract year. In accordance with N.J.S.A. 18A:30-7, no person shall be allowed to increase her total accumulation by more than fifteen (15) days in any one year.

D. Sick Leave:

The Assistant Superintendent shall be provided with twelve (12) sick days, with pay, annually, calculated and prorated on an annual basis, all of which shall be available to the Assistant Superintendent at the start of the Employment Contract.

E. Bereavement Leave:

In the event of a death in the immediate family, an allowance of up to five (5) working days leave shall be granted. Immediate family shall be defined as spouse, child, step-child, parent, step-parent, sister, brother, mother or father-in-law, Grandparent, Grandparent-in-Law, Sister-in-Law, Brother-in-Law, Aunt, Uncle, Grandchildren, Niece or Nephew, or any member of the immediate household.

F. Medical Benefits

The Board shall provide health benefits coverage (including Medical, Dental, Prescription coverage) for the Assistant Superintendent, her spouse/partner, and her dependents. With respect to medical and prescription coverage, the Assistant Superintendent shall be responsible for contributing an amount established by P.L. 2020, Chapter 44. With respect to dental coverage, the Assistant Superintendent shall be responsible for contributing an amount established by P.L. 2011, Chapter 78 (Tier IV) toward the payment of dental and vision benefit premiums. The contribution shall be made through payroll deduction.

G. Membership Fees:

The Board shall pay one-hundred percent (100%) of the Assistant Superintendent's membership fees and /or charges to any local, state, national, and other professional organizations which she and the Superintendent deem necessary to maintain and/or improve her professional skills.

H. Expense Reimbursement:

The Board shall reimburse the Assistant Superintendent for expenses incurred for travel and sustenance in the performance of the Assistant Superintendent'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" (OMB) rates per mile. The Assistant Superintendent shall be reimbursed for expenses pursuant to Board Policy, upon prior approval of the Superintendent and the Board, and pursuant to N.J.S.A.18A:11-12 and regulations promulgated thereunder.

I. Technology

The board will provide the Assistant Superintendent with a smartphone and laptop computer for business use. All equipment must be returned upon retirement, resignation, non-renewal, or termination.

J. Disability Income-Protection Insurance

The Assistant Superintendent shall receive, at district expense, the New Jersey School Administrators Group Disability Insurance. The Extended Disability Insurance Plan includes benefits beginning after the 90 day waiting period and a \$2,000 minimum monthly benefit amount.

K. Mentoring:

The parties acknowledge that the Assistant Superintendent requires mentoring during the term of this Contract of Employment. The Board shall pay all fees and costs associated with the required classes/courses the Assistant Superintendent is required to take as part of the certification process. All such payments shall be made in accordance with Board policy, upon prior approval of the Superintendent and the Board, and pursuant to applicable New Jersey law and regulations promulgated thereunder. The parties further acknowledge and agree that the Assistant Superintendent shall be responsible to pay the costs associated with the individual acting as her mentor.

6. RETIREMENT OR SEPARATION FROM SERVICE

A. Accumulated Unused Sick Days:

Upon the Assistant Superintendent'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. Payment shall be calculated at the per diem rate, following her last day of employment, to a maximum payment of \$15,000.

B. Accumulated Unused Vacation Days:

Upon the Assistant Superintendent's separation from employment with the district or retirement from employment with the District, the Board will pay all unused, accumulated vacation days earned while an employee of the Board, in accordance with law. Payment shall be calculated using the Assistant Superintendent's daily rate of pay, based upon a 260-day work year, following her last day of employment. At no time shall the total number of compensated vacation days exceed forty-eight (48) vacation days. Payment by the Board to the Assistant Superintendent for her unused vacation days shall be made within 45 days of her retirement or separation from employment.

C. Payment to Estate:

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

7. EVALUATION

The Superintendent shall evaluate the performance of the Assistant Superintendent in accordance with law.

8. TERMINATION OF CONTRACT OF EMPLOYMENT

This Contract of Employment may be terminated by:

- A. Mutual agreement of the parties;
- B. Unilateral termination by the Assistant Superintendent upon sixty (60) days written notice to the Board;
- C. Unilateral termination by the Board upon sixty (60) days written notice to the Assistant Superintendent; or
- D. Actions consistent with law.

9. 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 the prior approval of the Executive County Superintendent.

10. CONFLICTS

In the event of any conflict between the terms, conditions, and provisions of this Contract of Employment and the provisions of the Board's policies or any permissive State or Federal 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, unless otherwise prohibited by law.

11. MODIFICATION (COMPLETE AGREEMENT)

Any proposed changes to this Contract of Employment are subject to the prior review and approval of the Executive County Superintendent.

12. SAVINGS CLAUSE

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

WHEREAS, the Assistant Superintendent 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 June 13th, 2023 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.




Witness:



Jennifer McCann
Assistant Superintendent



Witness:



Christine Steitz
President Wall BOE