



PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

State of New Jersey
DEPARTMENT OF EDUCATION
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ANGELICA ALLEN-MCMILLAN, Ed.D.
Acting Commissioner

ROSALIE S. LAMONTE, Ph.D.
Interim Executive County
Superintendent

August 4, 2023

Ms. Lisa Strutin
President, Board of Education
Allamuchy Township School District
20 Johnsonburg Road
Allamuchy, NJ 07820

Dear Ms. Strutin:

I have reviewed the employment contract for Dr. Melissa Sabol, Superintendent, 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 approve the contract for a period commencing on July 1, 2023 through June 30, 2028 with a salary of \$150,858 for the 2023-24 school year.

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

Kindly submit a copy of the signed contract once it is executed.

Sincerely,

A handwritten signature in blue ink that reads "Rosalie S. Lamonte".

Rosalie S. Lamonte, Ph.D.
Interim Executive County Superintendent

c: M. Sabol, Superintendent
L. Caruso, School Business Administrator

SUPERINTENDENT OF SCHOOLS

EMPLOYMENT CONTRACT

DR. MELISSA SABOL

This Employment Contract (referred to as "this Contract") is by and between the **Allamuchy Township Board of Education** ("Board"), with administrative offices located at 20 Johnsonburg Road, Allamuchy, Warren County, New Jersey 07820; and **Dr. Melissa Sabol** ("Dr. Sabol" or "the Superintendent"), whose current home address is on file with the Board.

WHEREAS, the Board and Dr. Sabol are parties to an Employment Contract which ends on June 30, 2024, under which Dr. Sabol is employed as the Superintendent of Schools with additional responsibilities as Principal and Child Study Team Director; and,

WHEREAS, by mutual agreement, the parties wish to rescind the aforementioned Employment Contract and replace it with an Employment Contract beginning on July 1, 2023 and terminating on June 30, 2028 ; and

WHEREAS, State law requires a written contract between the Superintendent and the Board; and,

WHEREAS, the Board and the Superintendent wish to describe specifically their relationship to ensure a basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools; and,

WHEREAS, the Superintendent is the holder of a certificate of eligibility allowing her to be appointed as Superintendent of Schools;

NOW, THEREFORE, in consideration of the following mutual promises and obligations set forth herein, the parties agree that *this Contract shall replace and supersede all prior contracts between them which are hereby mutually rescinded, as of the effective date of this Contract*, subject to the following terms and conditions.

I. Certification

- A. Dr. Sabol represents that she possesses an Administrative Certificate with endorsements as School Administrator and Principal, issued by the New Jersey State Board of Examiners.

- B. If, at any time during the term of this Contract, the Superintendent's above stated certifications are suspended or revoked, this Contract shall be null and void as of the date of the suspension or revocation.

II. Term

The Board, in consideration of the promises herein contained of the Superintendent, hereby employs, and Dr. Sabol hereby accepts employment, as Superintendent of Schools for the term commencing on **July 1, 2023** through the close of business on **June 30, 2028**.

III. Superintendent's Responsibilities

- A. The Superintendent shall work a five-day week, Monday through Friday, on-site at the Board Offices, unless the Board or, in the event of a health emergency, government authorities, shall otherwise direct. She shall perform all of the duties normally required of the Superintendent of Schools, as set forth in the Job Description, Board Policies and Regulations, the School statutes and regulations of the State Board of Education. These shall include, without limitation, oversight and management of Rutherford Hall and attendance at all school-related meetings, functions and events as may be requested by the Board. The Superintendent shall be on duty 260 days per year, except as otherwise set forth herein. Additionally, Dr. Sabol agrees to perform the duties of Principal and Child Study Team("CST") Director as set forth in the job descriptions for those positions which she has reviewed. The Superintendent shall be compensated for performance of the additional duties of Principal and CST Director, as described in more detail below. The compensation for the additional duties shall be included in the Total Annual Salary.
- B. The Superintendent shall devote her full-time attention, skills and efforts to this employment and agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without written permission of the Board. Should the Superintendent choose to engage in such outside activities on weekends, on her vacation time, or at other times when she is not required to be present in the District, she may retain any honoraria paid. The Superintendent shall notify the Board President in the event that she is going to be 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 taken in accordance with provisions of this Contract governing time off. The Board recognizes that the demands of the Superintendent's position require long and irregular hours, and occasionally may require that she attend to District business outside of the District.

- C. The Superintendent shall attend all Board committee meetings, and shall serve as advisor to the Board and said committees on all matters affecting the School District, the Principalship and CST Director, as well as all meetings of the Board, except where a *Rice* notice has been served upon the Superintendent notifying her that matters concerning her employment will be discussed in closed session, and the Superintendent has not requested that the meeting be conducted in public, or where the Board Attorney shall determine that the Superintendent has a conflict of interest.
- D. The Superintendent shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as District policies and regulations. Except as to the positions of Principal and CST Director, the Board shall not substantially increase the duties of the Superintendent by assigning her the duties or responsibilities of another position or title unless the parties agree upon additional compensation commensurate with such increase in duties, the additional compensation is reflected in an addendum to this Employment Agreement, and such addendum has been approved by the Executive County Superintendent.

IV. Compensation

- A. Base Salary. The Board will pay the Superintendent an annual base salary of \$150,858 (One Hundred Fifty Thousand, Eight Hundred Fifty-Eight Dollars) for the first year of this Contract, effective on July 1, 2023, prorated for any partial contract year, to be paid in equal installments in accordance with the district's regular 12-month payroll schedule. Included in the base salary are salary increments in the amount of \$5,000 (Five Thousand Dollars) for duties performed as Principal, and \$5,000 (Five Thousand Dollars) for duties performed as CST Director. In the event that the Superintendent shall cease to perform the duties of Principal or CST Director, the foregoing \$5,000 increment will no longer be paid for which ever function is terminated, and base salary shall be reduced accordingly, as of the effective date of cessation of said duties. If cessation occurs mid-contract, then the reduction shall be made on a pro-rata basis going forward.
- B. Annual Increase in Base Salary. The base salary, inclusive of the above salary increments, shall be increased by two and one-half percent (2.5%), effective on July 1 of each ensuing contract year. Notwithstanding the foregoing, no salary increase of any kind will take effect at midnight of July 1, 2028, unless the parties have agreed to a contract renewal that has been approved by the Executive County Superintendent. The terms of the extension will govern all increases to take effect on July 1, 2028. Any renewal, extension, or modification of this Contract shall comply with the notice provisions of P.L. 2007, c. 53, The School District Accountability Act and N.J.A.C. 6A:23A-3.1, et seq.

V. Other Benefits

- A. Vacation Days. The Superintendent shall be entitled to twenty-five (25) paid vacation days per year taken specifically upon prior notification to the Board President. All vacation days shall be available for the Superintendent's use beginning July 1st; however, it is understood and agreed that they are earned on a monthly pro-rata basis. The Superintendent may carry over no more than five (5) unused vacation days from one year to the next. Days not utilized in the subsequent year will be lost. All weekly calendar days and recess periods, except as otherwise set forth in this Contract, are workdays for administrators. It is strongly preferred that vacation days be used when students are not in session such as the winter, spring, and the summer recess periods of time. Upon separation from employment, the Superintendent shall be compensated for her unused vacation days at the per diem (1/260th) rate of her salary at that time. Any such payment shall be made to her by the Board within ninety (90) days of the Superintendent's last day of employment, or in the event of her death, to her estate.
- B. Holidays. The Superintendent shall be entitled to the holidays available to other 12-month, unaffiliated, central office administrators in the district. These shall include days on which the school district is closed, excluding school recess periods.
- C. Sick Days and Personal Days. The Superintendent shall receive twelve paid sick leave days and six paid personal days annually to run concurrently with any leave days provided under the *Expanded Sick Leave Law, N.J.S.A. 18A-30-1 et seq.*, effective July 3, 2023.. Unused sick days shall be accumulative in the ensuing contract years. Dr. Sabol will be compensated for her unused sick days earned at Allamuchy School District upon retirement, at her then per diem rate, based on 1/260 of her salary at the time of retirement, up to a maximum amount of \$15,000 (Fifteen Thousand Dollars), in accordance with *N.J.S.A. 18A: 30-3.5* Payment for unused sick days upon retirement will be made over a minimum of two years, with the first payment issued July 1st of the calendar year following retirement. Any personal days not used at the end of a contract year shall convert to sick days subject to a maximum accumulation of fifteen (15) sick days per year.
- D. Tax Sheltered Annuity: The Board, at the request of the Superintendent, and in accordance with State law, shall permit her to participate in a tax deferred annuity program approved by the District of her choosing, 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 reduction in salary authorized shall be the maximum tax deferral amount permitted by the Federal Internal Revenue Code. In no case shall the Board pay into the annuity any amount over and above the amount of the salary deduction, but rather, only the amount that corresponds to the deduction.
- E. Bereavement Leave: The Superintendent shall be entitled to five (5) days of leave, without

loss of pay due to the death of her father, mother, husband, partner in a civil union, brother, sister, father-in-law, mother-in-law, son, daughter, grandchild, or any person permanently living with the Superintendent. The Superintendent shall be entitled to two (2) days of leave, per incident, without loss of pay due to the death of a sister-in-law, brother-in-law, aunt, uncle or other near relative. All days to run concurrently with benefits provided under the *Expanded Sick Leave Law, N.J.S.A. 18A: 30-1*.

VI. Medical and Dental Insurance

- A. Coverage and Contribution. The Superintendent is eligible to receive Board paid health insurance, dental and vision coverage for the Superintendent and her eligible family members. The Superintendent may elect coverage by the District and contribute to the cost of premiums through payroll deductions in the amount at Tier 4, in accordance with P.L. 2011, Ch. 78, or elect to be enrolled in the Educators Health Plan (EHP) pursuant to New Jersey P.L. 2020, Ch. 44, with contributions toward the cost of premiums as specified by Ch. 44.
- B. Change of Carriers. The parties agree that the Board reserves the right, unilaterally and without further negotiation, to change carriers, so long as the new plan contains at least one coverage option that is at least equivalent to the coverage currently provided by the Board. Any adjustments to the responsibility of payment of medical insurance premium made during the life of this Contract shall be in the form of an amendment and shall become part of this Employment Contract, but it shall not be deemed that the Board and the Superintendent have entered into a new employment contract.
- C. Waiver of Benefits. The Superintendent may waive coverage in any of the health benefits plans if she is covered through the health plan of a spouse, civil union or domestic partner, in accordance with procedures established by the Board and provides satisfactory evidence of such coverage. In the event that the Superintendent elects to waive Board paid health insurance coverage, she will be paid the lesser of twenty-five percent (25%) of the savings or \$5,000 (Five Thousand Dollars) of the cost of said coverage for waiving such coverage.

VII. Job-Related Expenses and Other Compensation

- A. Mileage and Cell Phone Reimbursement and Laptop. The Superintendent shall have the option of using her own vehicle for business-related trips. In accordance with the Board Policy and New Jersey Administrative Code, the Superintendent shall receive reimbursement for mileage at the prevailing rate in accordance with regulations promulgated by the New Jersey Office of Management and Budget (NJOMB) circulars, and reimbursement for reasonable expenses incurred in the

performance of duties, excluding commuting to and from work. The Superintendent shall be provided, at Board expense, with a laptop computer for use in carrying out assigned duties. Incidental personal use, subject to Board computer and network policies, shall be permitted. The Board shall reimburse the Superintendent for cell/smart phone costs in the amount of \$50 per month. All reimbursements shall be subject to receipt of a duly executed voucher from the Superintendent.

- B. Professional Development. The Superintendent may also attend appropriate professional training or meetings at the local and state level, the expense of said attendance shall be paid by the Board. To the extent required by contract, statute, and/or regulation, the Superintendent shall be permitted to attend various workshops, seminars, meetings and professional development programs offered throughout the school year as required and/or necessary to ensure the proper operation of the District without the need for prior Board approval, subject to the pertinent Department of Treasury Guidelines. In this regard, the Superintendent shall be permitted to attend, at Board expense, the NJSBA Fall Workshop, the NJASA Spring Conference, and TechSpo. All travel and travel related expenses shall comply fully with the above mentioned law, the provisions of which are incorporated by reference as if fully set forth herein. Any portion of this Contract which shall be determined to be inconsistent with the foregoing law shall be null and void *ab initio*.
- C. Professional Dues. The Board agrees to pay dues and fees on behalf of the Superintendent to professional associations relevant to the position of Superintendent, including the American Association of School Administrators, the New Jersey Association of School Administrators, the County Association of School Administrators, and the Association for CST Directors.

VIII. Evaluation

- A. The Board shall evaluate the performance of the Superintendent at least once a year on or before June 30th, in accordance with statutes, regulations and Board policy relating to Superintendent evaluation. Each annual evaluation shall be in writing and shall represent a majority of the Board. A copy of the evaluation shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The Board may meet without the Superintendent in closed session to discuss the evaluation and the Superintendent's performance when a *Rice* notice has been served upon the Superintendent, giving notice that the Superintendent's employment will be discussed in closed session, and the Superintendent 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 Superintendent as set forth in the job description for the position of Superintendent, the district's placement on the NJQSAC continuum (with respect to those DPRs that are within the Superintendent's control), and such other criteria as the State Board of Education shall by regulation prescribe.

- B. In the event that the Board determines that the performance of the Superintendent 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 Superintendent shall be entitled to copies of all back-up materials utilized in the process. The Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the evaluation in question. On or before June 1st of each year of this 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.
- C. The final draft of the annual evaluation shall be adopted by the Board by June 30 of each year of this Contract or such earlier date as may be fixed by law or regulation. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.
- D. The parties also agree that the Board shall not hold any discussions regarding the Superintendent's employment that are not otherwise privileged, unless the Superintendent is given written notice at least 48 hours in advance and is given the opportunity to address the Board in closed session with a representative of her choosing. In addition, the Board shall not hold any discussions with regard to the Superintendent's performance, or that may adversely affect the Superintendent's employment, in public session, unless the Superintendent requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

IX. Termination of Contract

- A. This Agreement shall terminate under any one of the following circumstances:
 - 1. Failure to possess proper certification;
 - 2. Revocation or suspension of the Superintendent's certificate;
 - 3. Forfeiture, pursuant to *N.J.S.A. 2C: 51-2*;
 - 4. Mutual agreement of the parties;

5. Material misrepresentation by Superintendent of employment history, educational and professional credentials, and criminal and sexual background information, subject to *N.J.S.A. 18A:6-10 et seq.*;
 6. Violation of the New Jersey First Act residency requirement;
 7. Termination, pursuant to *N.J.S.A. 18A: 17-20.2*;
 8. Upon written notification by the Superintendent received by the Board Secretary ninety (90) days prior to the date of her resignation or retirement.
- B. In the event the Superintendent 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 her 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. The Board reserves its right also to suspend with or without pay if it certifies contractual tenure charges. Nothing in this Agreement shall limit the Board's rights with regard to suspension under *N.J.S.A. 18A: 6-8.3, 6-14*, and the School Laws generally.
- C. The Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by *N.J.S.A. 18A:17-20.2* provided, however, that the Board shall have the authority to relieve the Superintendent of the performance of her duties with pay if necessary and as permitted by law. The parties understand that any early termination must comply with the provisions of *N.J.S.A. 18A:17-20.2a*.

X. Renewal and Non-Renewal

This Contract shall automatically renew for a term of five (5) years, expiring on June 30, 2033, unless either of the following occurs:

- A. The Board by contract reappoints the Superintendent for the same or a different term allowable by law; or
- B. The Board notifies the Superintendent in writing, no less than one hundred and fifty (150) calendar days before the expiration of this Contract that she will not be reappointed at the end of the current term, in which case her employment as Superintendent shall cease upon the expiration of this Contract.
- C. Pursuant to *N.J.S.A. 18A:17-20.4*, the Superintendent retains all tenure rights accrued in any position which she previously held in the District. The Superintendent shall also continue to accrue seniority in all positions in which she achieved tenure in the District. The Superintendent shall have the right to assert all tenure and seniority rights in the event that the Board does not renew the Superintendent for any reason.

XI. Professional Liability

The Board agrees, in accordance with and subject to the limitations of *N.J.S.A. 18A: 16.6 and 16.6-1*, that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in her individual capacity or in her official capacity as agent and/or employee of the Board, provided the incident, which is the subject of any such demand, claim, suit, action or legal proceeding, arose while the Superintendent was acting within the scope of her employment.

XII. Personnel Records

- A. The personnel records of the Superintendent shall be under the custody and control of the School Business Administrator/Board Secretary who shall be exclusively responsible for their upkeep and security.
- B. The Superintendent shall have the right, upon request, to review the contents of her personnel file and to receive copies at Board expense of any documents contained therein. The Superintendent shall be entitled to have a representative accompany her during such review. At least once every year, the Superintendent shall have the right to indicate those documents and/or other materials in the file that she believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board, such documents identified by her may be destroyed, subject to the Board's discretion, except as may be prohibited by the Open Public Records Act and/or the Records Retention and Destruction Act.
- C. No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in her personnel file unless she has been provided with a copy.

XIII. Entire Agreement

This Contract embodies the entire agreement between the parties and cannot be varied except by written, signed agreement of the undersigned parties. Any proposed changes to this Contract are subject to prior review and approval by the Executive County Superintendent.

XIV. Conflicts

In the event of any conflict between the terms, conditions and provisions of this Contract and the provisions of the Board's policies or any permissive state or federal law,

the terms of this Contract shall take precedence over the provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

XV. Savings Clause

If it is found or held that a specific clause of this Contract is illegal, including under federal or state law, the remainder of this Contract not affected by such a ruling shall remain in force and effect.

XVI. Assistance of Counsel

The Superintendent acknowledges that she has been advised of her right to seek assistance from independent legal counsel and that the Board Attorney does not represent her regarding this Contract.

XVII. Notices

All notices under this Contract shall be in writing, shall be effective upon receipt, and may be sent via electronic transmission, but with a hard copy also delivered via mail or courier service, as follows:

Allamuchy Township Board of Education
c/o Board Secretary/Business Administrator
(currently: Louis Caruso)
20 Johnsonburg Road
Allamuchy, NJ 07820
(FAX) 908-852-9816
Email: lcarus@aes.k12.NJ.us

Dr. Melissa Sabol
Current home address on file with Board
Email: msabol@aes.k12.NJ.us

XVIII. Required Approvals

This Contract is subject to prior approval by the Executive County Superintendent and a recorded roll call vote of the Board at a duly convened public meeting.

IN WITNESS WHEREOF, the parties or their duly authorized officers have set forth their signatures:

For the Board:

Lisa Strutin, President

Attest:

Louis Caruso, Business Administrator

Date

Dr. Melissa Sabol

Date