

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT is made and entered into this 9th day of April, 2015 by and between the South Orange-Maplewood Public School District, County of Essex, with offices located at 525 Academy Street, Maplewood, New Jersey 07040 (hereinafter referred to as the "Board" or "District"), and Dr. John Ramos (hereinafter "Dr. Ramos" or "the Superintendent").

WHEREAS, the Board desires to retain the services of Dr. Ramos as Superintendent for the District and Dr. Ramos has agreed to serve in this capacity; and

WHEREAS, the Board and Dr. Ramos wish to embody in this contract the terms and conditions of their agreement;

NOW, THEREFORE, the Board and Dr. Ramos, for the consideration herein specified, agree as follows:

1. EMPLOYMENT TERM

The Board hereby employs Dr. Ramos as Superintendent for a term commencing on August 1, 2015 and ending at the close of business on June 30, 2020.

2. SUPERINTENDENT RESPONSIBILITIES

- A. The Superintendent shall be the chief executive and administrative officer of the Board and shall have general supervision over all aspects, including fiscal operations and instructional programs of the district. He shall faithfully perform the duties of Superintendent in accordance with the Law of the State of New Jersey, Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board from time-to-time. The specific job description adopted by the Board, applicable to the position of Superintendent is incorporated by reference into this contract and shall be followed by the Superintendent.
- B. The Superintendent shall devote his full time, skills, labor and attention to this employment during the term of this contract.
- C. The Superintendent shall carry out the duties as may be assigned to him by the Board pertaining to the office of Superintendent and to make reports to the Board as may be required.
- D. The Superintendent shall attend regular and special meetings of the Board without additional compensation and any other committee meetings and/or other meetings which are relevant to his job function. These meetings may be scheduled in the early weekday mornings and/or evenings and in extenuating situations, on weekends.

- E. The Superintendent may attend those county, regional and State meetings that are necessary for him to keep informed of current matters affecting the Board.

3. CERTIFICATION

Dr. Ramos represents that he will possess a Certificate of Eligibility required to serve in the position of Superintendent in the State of New Jersey before the first day of the term of this contract. Following the Board's appointment of Dr. Ramos as Superintendent, he shall apply for a provisional certificate. Thereafter, he shall complete the required mentorship/internship to secure a standard certificate. Should his certification to be Superintendent be revoked, this Contract will become immediately null and void.

4. COMPENSATION

- A. Salary: The Board shall pay the Superintendent an annual salary of One Hundred and Seventy-Seven Thousand, Five Hundred Dollars (\$177,500.00). This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other administrative staff. In the event the Salary Cap Regulations sunset, or are modified in any way or eliminated, the parties agree to reopen this contract to negotiate a new and more favorable compensation structure for the Superintendent. Any modified compensation structure may be based upon either a specific salary amount or a percentage increase based upon the Superintendent's performance as reflected in his annual summative performance evaluation, upon the mutual agreement of the parties. Any modified compensation structure may also revise or eliminate merit bonuses upon mutual agreement of the parties.
- B. Merit Bonus. At the conclusion of each year of this contract, the Superintendent shall be eligible for an annual merit bonus of up to fourteen point ninety-nine percent (14.99%) of the Superintendent's base salary based upon his achievement of three (3) quantitative merit criteria, worth 3.33% each, and two (2) qualitative merit criteria, worth 2.5% each. Said bonus, if earned, will not be added to his base salary for computation of the following year's salary.

(i) The Superintendent's merit goals for the 2015-2016 school year are attached hereto as Exhibit A. Thereafter, on or before June 1 of each subsequent year of the contract, the parties shall meet to develop and mutually agree upon the criteria upon which the bonus should be based for the succeeding contract year. The criteria shall be incorporated into this contract by reference and attached as an exhibit. Pursuant to Code, the criteria shall be submitted annually to the Executive County Superintendent who shall be required to approve same. If a goal(s) is not approved by the Executive County Superintendent, the parties shall meet to select a new or modified goal.

(ii). The determination as to whether any or all of the criteria have been satisfied will be made by a majority of the full membership of Board by no later than August 30 of 2016, 2017

2018, 2019 and by June 30, 2020, unless for reasons beyond the Board's control said determination cannot be made by that date. In those circumstances, the parties shall mutually agree upon a new target date. The Board shall pass a resolution identifying which quantitative merit and/or qualitative merit criterion have been satisfied by the Superintendent during the previous year. The Board shall submit the resolution to the Executive County Superintendent and shall await a confirmation of the satisfaction of that criterion from the Executive County Superintendent prior to payment of the merit bonus.

If a bonus is earned, payment will be payable within ten (10) business days of approval by the Executive County Superintendent.

5. VACATION

- A. In the first year of this agreement, 2015-2016, the Superintendent shall be granted twenty-three (23) vacation days, all of which are available as of his start date but which are considered earned on a pro-rata basis. Therefore, for each subsequent year of the agreement, the Superintendent shall be granted twenty-five (25) vacation days annually, all of which shall be available to the Superintendent on July 1st of each year but which are considered earned on a pro-rata basis. In the event Dr. Ramos works less than one full year in any year of this contract, his vacation days earned for that year shall be prorated accordingly.
- B. School vacations do not constitute time off for the Superintendent unless he uses his vacation or personal days.
- C. The Superintendent may carry-over unused vacation days from year-to-year in the following manner, in accordance with N.J.S.A. 18A:30-9 and 9.1: (i) a maximum of five (5) unused vacation days may be carried over into the 2016-2017 school year, for a total of thirty (30) available vacation days in that year; (ii) a maximum of ten (10) unused vacation days may be carried over into the 2017-2018 school year, for a total of thirty-five (35) available vacation days in that year; (iii) a maximum of fifteen (15) unused vacation days may be carried over into the 2018-2019 school year, for a total of forty (40) available vacation days in that year; and (iv) a maximum of twenty (20) unused vacation days may be carried over into the final year of this contract, 2019-2020, for a total of forty-five (45) available vacation days for use in that year.
- D. Upon separation from service, if the Superintendent has unused and earned vacation days, he will be compensated for his unused vacation days based upon his per diem rate for the year in which the vacation day(s) was earned or accrued. (Per diem is calculated of 1/260 of the annual base salary). The maximum amount of days for which the Superintendent can be compensated upon separation is twenty-five (25) days, representing one full year's worth of current unused vacation leave, if any. Any such payment shall be made by the Board within thirty (30) days of the Superintendent's last day of employment.

- E. In the event of extenuating circumstances, the Superintendent may request to carry-over five (5) additional vacation days for use in each subsequent year of the contract, in addition to those otherwise set forth herein. Any request to carry-over five (5) excess vacation days to the following year must be approved by the Board. The additional five (5) carry-over days (if carried-over but not used) shall not be eligible for compensation in the event that Dr. Ramos leaves the employ of the District.
- F. In the event that the Superintendent dies during the term of this Contract, any payments to which he is entitled for unused vacation days shall be payable to the Superintendent's estate.

6. HOLIDAYS

The Superintendent shall be entitled to time off, with pay, for the following holidays, as provided by the Board for its other twelve (12) month Administrators: Independence Day; Labor Day; Rosh Hashanah (when schools are closed); Yom Kippur (when schools are closed); Thanksgiving; day after Thanksgiving; Christmas Eve (unless Christmas Eve falls on a Saturday or Sunday); Christmas Day; New Year's Eve (unless New Year's Eve falls on a Saturday or Sunday); New Year's Day; Martin Luther King, Jr., Day; Presidents' Day; Good Friday and Memorial Day.

7. SICK LEAVE

- A. In the first year of this contract, 2015-2016, the Superintendent shall be allowed eleven (11) days of sick leave, which shall be considered earned on a pro-rata basis (one per month) but which are available to the Superintendent immediately. Thereafter, in each subsequent year of this contract, the Superintendent shall be allowed twelve (12) days of sick leave annually, which also shall be considered earned on a pro-rata basis (once per month) but which are available to the Superintendent immediately upon commencement of each contract year. The unused portion of such leave, at the end of the school year, shall be cumulative. In the event that the Superintendent works a partial year, his sick leave shall be prorated accordingly.
- B. Upon retirement from the District, the Board shall pay the Superintendent for accumulated, unused sick days at his per diem rate, up to a maximum of \$15,000.00, in accordance with N.J.S.A. 18A:30-3.5 and 3.6 and N.J.A.C. 6A:23A-3.1(e)(7). Throughout this contract, the per diem rate shall be calculated as 1/260 of his then-current annual salary, in accordance with N.J.A.C. 6A:23A-3.1(e)(9). Any such payment shall be made within thirty (30) days of the Superintendent's last day of employment.
- C. Upon commencing employment, the Board shall provide the Superintendent with a sick leave bank of twenty-five (25) sick days which shall be available for the Superintendent's use in the event he exhausts his earned sick leave days. The sick days in the sick leave bank shall not be available for compensation upon the Superintendent's retirement.

8. PERSONAL LEAVE

- A. The Superintendent shall be granted five (5) days of absence with pay normally for personal matters which require absence during school hours, to be used at the Superintendent's discretion. Unused personal days shall not carry-over from year to year.
- B. The Superintendent shall be granted two (2) days of family illness leave that may be used per year for illness, surgery, or accident involving the Superintendent's immediate family. The "immediate family" shall include the Superintendent's spouse, children, mother, father, brother, and mother-in-law. These days will not be carried over to the following contract year or accrued in any way.

9. OTHER LEAVES OF ABSENCE

Temporary leave of absence with pay will be granted for:

- A. Time necessary for jury duty, less any compensation received from jury duty.
- B. Up to five (5) work days at any one time for the death of one of the Superintendent's immediate family members. "Immediate family member" shall be defined as the Superintendent's spouse, domestic partner [N.J.S.A. 26:8A-3], civil union partner [N.J.S.A. 37:1-29], child, mother, father, sister, brother, grandparent, mother-in-law, and father-in-law.
- C. Up to one (1) bereavement day for each death of other relatives not included in the above definition of immediate family member.

10. HEALTH INSURANCE

Health insurance will not be provided by the Board to the Superintendent.

11. DISABILITY INSURANCE

The Board shall offer to the Superintendent the same level of disability insurance as is offered to other District administrators at Board expense.

12. TRAVEL EXPENSES

The Superintendent shall be reimbursed for official travel at the approved State of New Jersey mileage rate, in accordance with current law and New Jersey Office of Management and Budget (NJOMB) circulars (currently, \$0.31 per mile). This shall not include regular daily commuting to and

from work. The Superintendent shall supply the requisite documentation when seeking reimbursement.

13. LAPTOP/TABLET

The Board shall provide the Superintendent with a laptop computer or Apple tablet (or equivalent) and a printer for business related purposes and for reasonable personal use. These devices shall remain the property of the Board.

14. MOBILE PHONE

The Board shall provide the Superintendent with a mobile phone/cellular telephone for business use, with the understanding that incidental personal use shall be permitted.

15. PAYMENT FOR PROFESSIONAL DUES

The Board shall pay for the Superintendent's annual dues in the following organizations: (1) New Jersey Association of School Administrators (NJASA); (2) American Association of School Administrators; (3) Association for Supervision and Curriculum Development; (4) the Panasonic Foundation - New Jersey Network of Superintendents; (5) the Essex County Administrators Association/Superintendent's Roundtable; (6) Headmasters Association; (7) Urban Superintendents of America Association; (8) Educational Resources and Development Institute; (9) National Association of Black School Educators; (10) the Rotary Club; and (11) the District Administration Leadership Institute.

16. REIMBURSEMENT FOR MENTORING/CERTIFICATION FEES

The Board shall reimburse the Superintendent's mentoring fees, if any, and any other State continuing education requirements necessary for him to acquire and/or maintain his certification. The Superintendent may also attend the New Superintendent's Academy sponsored by NJASA, at Board expense. The Board shall allow the Superintendent professional release time to attend the New Superintendent Academy.

17. PROFESSIONAL DEVELOPMENT

The Superintendent may attend, at Board expense, the New Jersey School Boards Association Annual Workshop and well as one annual conference sponsored by New Jersey Association of School Administrators, provided that his attendance does not interfere with the Superintendent's performance of his duties and responsibilities in the District. The Board shall allow the Superintendent professional release time to attend such conferences. Subject to prior approval of the Board, the Superintendent may attend such other State and National conferences, as are related to his position in the District and which are deemed to be fiscally prudent. All such reasonable conference

costs shall be reimbursed subject to the provisions of N.J.S.A. 18A:11-12 and the OMB circulars and regulations. Reimbursement shall occur only upon presentation of a duly executed voucher with supporting documentation.

18. INDEMNIFICATION

The Board shall defend, hold harmless and indemnify the Superintendent in accordance with the applicable State Law.

19. DISTRICT GOALS AND OBJECTIVES

Within sixty (60) days of the execution of this Contract, or on a mutually acceptable date, 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. On or before June 1st of each succeeding school year, or a mutually acceptable date, 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 effects heretofore described.

20. EVALUATION

The Board shall evaluate the performance of the Superintendent at least once per year, on or before June 30th. It shall be the Board's responsibility to ensure completion of the annual evaluation of the Superintendent. Each evaluation, including the annual evaluation, shall be in writing, and the Board and Superintendent shall mutually agree upon the process and format for same, which will be in accordance with Board policy and New Jersey law and administrative regulation. Prior to any formal evaluation with the Board, the Superintendent shall provide the Board with a written self-appraisal of this accomplishments and attainment upon the agreed-upon District goals and program's objectives. After the Board receives the Superintendent's self-appraisal, the Board shall meet in executive session with the Superintendent to evaluate his performance and to discuss related matters. The Superintendent shall have the right to respond to the Board's written evaluation orally during the executive session and in writing. The Superintendent's written response shall become a permanent attachment to the evaluation in question.

The evaluation(s) shall include areas of commendation and recommendation, and shall provide direction as to any aspects of performance in need of improvement. Before final Board action, a copy shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The evaluation(s) shall, at a minimum, be based upon the goals and objectives of the Superintendent and the District, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent, the District's program objectives, policies, instructional priorities, State goals, statutory requirements and such other criteria as the State Board of Education shall by regulation prescribe.

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 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 the first day of each school year, or on an alternate mutually acceptable date, 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 next succeeding school year, in the same manner and with the same effects heretofore described.

The Superintendent's evaluation and all related documents shall be kept confidential and maintained in the Superintendent's confidential personnel file to the extent permitted by law. The Superintendent shall receive a copy of any backup forms utilized in the process. In the event that the Board conducts multiple evaluations of the Superintendent, the determination of whether the Superintendent met his goals and is eligible for a merit bonus may be based upon his performance in both evaluations, as may be applicable.

21. CRIMINAL HISTORY BACKGROUND CHECK

The Superintendent shall provide evidence of criminal history background clearance prior to the commencement of employment with the Board.

22. RIGHT TO LEGAL COUNSEL

The Superintendent acknowledges that he has been informed of his right to be represented by legal counsel regarding to negotiation, development, and approval of this Contract and that the Board's legal counsel does not represent him in the matter. However, the Superintendent shall have the right to contact the Board attorney for legal assistance, and to rely on the advice given, on all other matters as the need arises in carrying out his duties.

23. OUTSIDE ENGAGEMENTS OR ACTIVITIES

Nothing herein shall preclude the Superintendent from undertaking speaking, writing, lecturing, or outside professional consulting engagements or other professional activities, provided that the Board, through the Board President or his/her designee shall determine, in advance, that such activities do not interfere with the effective fulfillment of the duties imposed upon him as Superintendent. The approval by the Board President regarding the Superintendent's request for his undertaking outside engagements or activities shall not be unreasonably withheld

24. TERMINATION/NON-RENEWAL OF EMPLOYMENT CONTRACT

This Contract may be terminated by:

- (a) Death of the Superintendent; or
- (b) Mutual agreement of the parties; or
- (c) Unilateral termination by the Superintendent upon ninety (90) days written notice to the Board; or
- (d) Notification in writing by the Board to the Superintendent, on or before December 31, 2019 of the Board's intent not to renew this contract; or
- (e) In the event that the Superintendent's certificate is revoked or suspended, this contract shall automatically terminate and become null and void as of the date of the revocation or loss of certification; or
- (f) Dismissal for unbecoming conduct, incapacity, inefficiency or other just cause in accordance with N.J.S.A. 18A:6-10 et seq. and N.J.S.A. 18A:17-15, et seq.

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

26. SAVINGS CLAUSE

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

27. NEW JERSEY LAW

This Contract shall be construed in accordance with the provisions of the laws of New Jersey.

28. PERSONNEL MATTERS

The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act, codified at *N.J.S.A. 47A:101, et seq.*, the Right to Know Law codified at *N.J.S.A. 47:1A-1, et seq.*, Executive Order No. 11 (November 15, 1974), Executive Order No. 21 (July 8, 2002), Executive Order No. 26 (August 13, 2002), and case law interpreting them. All

information related to the Superintendent's performance, evaluation or any discipline which the public is not otherwise entitled to access under law is deemed confidential and shall not be released to the public absent a written release by the Superintendent, or by a lawful order of a court of competent jurisdiction, or pursuant to a rule of a court of competent jurisdiction.

The Superintendent shall have the right, upon request of the Board President, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. He shall be entitled to have a representative accompany him during such review.

No material derogatory to the Superintendent's conduct, service, character or personality shall be placed in his personnel file unless he has had an opportunity to review the material prior to its inclusion in his file. The Superintendent shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates the agreement with the contents thereof. The Superintendent shall also have the right to submit a written answer to such material.

The Board shall not hold any discussions regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance, is given the opportunity to address the Board in closed session, and is permitted to have a representative of his choosing speak on his behalf. 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.

29. COMPLETE AGREEMENT

This contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties. Any modifications to this contract must have prior approval of the Executive County Superintendent.

30. PRIOR APPROVAL

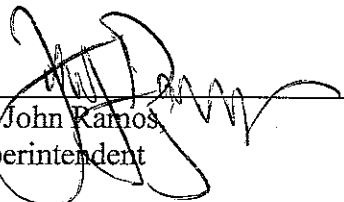
This contract is subject to the prior approval of the Board of Education and the Executive County Superintendent. Upon such approval, the Board President is authorized to sign this contract on the Board's behalf.

[SIGNATURES ON NEXT PAGE]

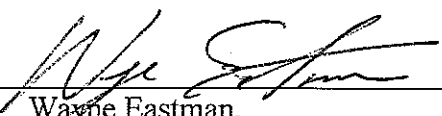
IN WITNESS WHEREOF, they set their hands and seals to this contract effective on the day and year first above written

SUPERINTENDENT

**SOUTH ORANGE – MAPLEWOOD
BOARD OF EDUCATION**



Dr. John Ramos,
Superintendent

By: 

Wayne Eastman,
Board President

DATED:

4/2/15

DATED:

7-9-15

EXHIBIT A

MERIT CRITERIA FOR DR. JOHN RAMOS
2015-2016 School Year

I. Quantitative Merit Criteria (worth 3.33% each)

- 1) Achieve renewal of Middle States Accreditation for Columbia High School and obtain approval from the Office of Civil Rights for proposals to address the issues outlined in the Resolution Agreement OCR Docket No. 02-13-5003.
- 2) Achieve the following ratings within the Peer Comparison Groups for all eligible schools (eight schools total) in all three scoring categories (for twenty-four (24) total possible rankings) on the NJ School Performance report for 2015-2016:
 - i. If Very High Performance (VHP) was achieved in 2014-2015, VHP shall be maintained in 2015-16.
 - ii. If High Performance (HP) was achieved in 2014-2015, HP or VHP shall be achieved in 2015-2016.
 - iii. If Average Performance (AP) was achieved in 2014-2015, AP, HP or VHP shall be achieved in 2015-16.
 - iv. If Lagging Performance or Significantly Lagging Performance was achieved in 2014-15, the numeric percentage ranking within the Peer Group should increase in 2015-16.

The merit award for this criteria shall be paid out as follows for partial attainment of the goal:

Attainment of 0 – 7 rankings (out of 24)	0% of the merit amount awarded
Attainment of 8 – 15 rankings (out of 24)	1.1% of annual salary awarded as merit bonus
Attainment of 16 – 23 ratings (out of 24)	2.22% of annual salary awarded as merit bonus
Attainment of all 24 ratings	3.33% of annual salary awarded as merit bonus

- 3) Increase the percentage of non-tenured and tenured certified staff requiring workplace observations who received these observations within the timeframe outlined in AchieveNJ.

II. Qualitative Merit Criteria (worth 2.5% each)

- 1) Ensure that the District's Strategic Communication Plan is updated and implemented in the 2015-2016 school year in order to improve communication and access to information by district stakeholders.
- 2) Establish a comprehensive vision for school district testing and how each test relates to an important learning or strategic objective. Analyze the assessment systems used to determine the amount of testing necessary to serve diagnostic, instructional, and accountability purposes.