

BOUND BROOK BOARD OF EDUCATION  
130 WEST MAPLE AVENUE  
BOUND BROOK, NEW JERSEY 08805

***ASSISTANT SUPERINTENDENT EMPLOYMENT CONTRACT***

**July 1, 2022 to June 30, 2023**

This Employment Contract for Assistant Superintendent is made and entered into this 1<sup>st</sup> day of July 2022 by and between the Bound Brook Board of Education with offices located at 130 West Maple Avenue, Bound Brook, New Jersey 08805 (hereinafter referred to as the "Board"), and **Dr. Daniel Gallagher**, (hereinafter referred to as the "Assistant Superintendent").

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 the term commencing on July 1, 2022 and expiring June 30, 2023.

**2. ASSISTANT SUPERINTENDENT RESPONSIBILITIES**

The Assistant Superintendent shall have the duties prescribed by the Superintendent of Schools of the Bound Brook School District and all attendant powers as set forth in statute and job description.

**3. CERTIFICATION**

The Assistant Superintendent shall maintain a current certificate issued by the New Jersey Department of Education. In the event the certificate is revoked, this Employment Contract is null and void as of the date of the certificate revocation.

**4. COMPENSATION**

During the term of the Employment Contract, including any extensions thereof, the Assistant Superintendent shall not be dismissed or reduced in compensation except as provided by statute. Any adjustment in salary made during the life of this Employment 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 Assistant Superintendent have entered into a new employment contract. Any amendment shall be subject to the review and approval of the Executive County Superintendent.

## Salary

For the period **July 1, 2022 to June 30, 2023**, the Board shall pay the Assistant Superintendent his annual salary \$192,382.00 as of July 1, 2022. This annual salary shall be paid to the Assistant Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

## 5. OTHER BENEFITS

### A. Leaves

1. Vacation: The Assistant Superintendent shall be granted on July 1, 2022 twenty-five (25) vacation days annually. The Assistant Superintendent has 37 unused vacation days from his tenure as principal in addition to any unused vacation time as Assistant Superintendent that are accrued. Unused vacation must be used in the subsequent year. On separation from the district vacation payout will be capped at \$46,004; \$27,454 for principal unused vacation time and \$18,550 as assistant superintendent.
2. Holidays: The Assistant Superintendent shall be entitled to the same paid holidays per year as all other administrators in the district.
3. Sick Leave: The Assistant Superintendent shall be allowed twelve (12) days sick leave annually. The unused portion of such leave, at the end of each school year shall be cumulative.
  - a. Supplemental compensation from accrued but unused sick leave shall not exceed \$15,000 unless:
  - b. the Assistant Superintendent has accrued more than \$15,000 in unused sick leave by virtue of direct service to the district or to another district credited by the Board prior to the effective date of this Contract, pursuant to *N.J.S.A. 18A:30-3.5*; and
  - c. such compensation shall be payable only at the time of retirement from a state or locally administered retirement system, and shall be based on accrued but unused sick leave credited on the date of retirement. Accumulated unused sick leave compensation shall be paid to the Assistant Superintendent's estate or beneficiaries in the event of death prior to retirement.
4. Personal Leave: The Assistant Superintendent shall be granted five (5) days absence annually for personal matters which require absence during school hours to be used at his discretion. Up to three (3) days of unused personal leave shall be converted to sick leave. The unused portion of such leave, at the end of each school year shall not be cumulative.

5. Bereavement Leave: The Assistant Superintendent shall be provided the following leaves of absence: three (3) days for bereavement upon the death of a spouse, parent, child, grandparent, brother, sister, parent-in-law or member of the immediate household and one (1) day for other family situations or bereavement. Unused Bereavement Leave at the end of each contract year shall not be cumulative.

## **B. Health Insurance**

The Board shall provide, as part of the Assistant Superintendent's compensation, the same health insurance coverage as all other administrators in the district including dental and vision benefits. The Assistant Superintendent shall contribute towards this health-care insurance in compliance with P.L. 2011 Chapter 78.

## **C. Job-Related Expenses and Other Compensation**

1. Sustenance and Travel: In lieu of an automobile provided by the Board, the Assistant Superintendent shall be paid a reasonable allowance of \$200 per month as reimbursement for use of his vehicle for travel related to his duties and responsibilities as Assistant Superintendent. N.J.S.A.18A:11-12(c)(3), N.J.A.C. 6A:23A-3.1(c) (13). There will be no additional reimbursement of mileage allowance paid, except for travel outside of New Jersey. Reimbursement for the use of a personal vehicle shall be tendered only upon proof of compliance with applicable regulations.
2. Smartphone: The Board shall provide the Assistant Superintendent with an iPhone Smartphone for business-related telephone call and data charges.
3. Professional Growth: The Board shall reimburse the Assistant Superintendent for registration fees, tuition expenses, textbooks, and all other reasonable expenses for conferences, seminars, and/or graduate school course work at institutions of the Assistant Superintendent's choosing calculated at the prevailing rate established according to State law, N.J.S.A. 18A: 11-12 and the OMB circular, in an amount not to exceed three thousand five hundred dollars (\$3,500.00) annually. The Assistant Superintendent must follow the Board policy and State Travel Regulations in supplying the necessary documentation when seeking reimbursement.

## **6. EVALUATION**

The annual evaluation of the performance of the Assistant Superintendent shall be completed pursuant to statute. The Assistant Superintendent's annual evaluation shall be in writing, shall include areas of commendations and recommendations, and shall provide direction as to any areas of performance in need of improvement. The annual evaluation is

based upon the goals and objectives of the district, the responsibilities of the Assistant Superintendent as set forth in the job description for the position of Assistant Superintendent, and such other criteria as the State Board of Education shall by regulation prescribe.

In the event that the Superintendent determines that the performance of the Assistant 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 Superintendent deems performance to be unsatisfactory. The Assistant Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the Assistant Superintendent's personnel file upon request.

## **7. PROFESSIONAL DEVELOPMENT**

The Board encourages the continuing professional growth of the Assistant Superintendent through the participation, as the Assistant Superintendent in consultation with the Superintendent might decide, in the following:

- A. The operations, programs, and other activities conducted or sponsored by local, state and national professional educational associations.
- 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 his responsibilities for the Board.
- D. Visits to other institutions
- E. Other activities promoting the professional growth of the Assistant Superintendent; and
- F. Reimbursement or payment for such expenses shall be made in accordance with Board Policies, N.J.S.A. 18A: 11-12 and the State's regulations regarding travel.

### **G. MEMBERSHIP AND MENTORING FEES**

The Board shall pay one hundred percent (100%) of the Assistant Superintendent's membership and any mentoring fees and/or charges to the New Jersey Association of School Administrators, American Association of School Administrators, NJ Principal Association, Association of Supervisors and Curriculum and mentor fees.

## **8. TERMINATION/NON-RENEWAL OF EMPLOYMENT CONTRACT**

This Employment Contract may be terminated or non-renewed by:

- A. Mutual agreement of the parties.
- B. Unilateral termination by the Assistant Superintendent upon ninety (90) days written notice to the Board, or
- C. Non-renewal or other actions consistent with the statutory authority of the Board of Education.

## **9. PREEXISTING TENURE RIGHTS**

Pursuant to *N.J.S.A. 18A:17-20.4*, the Assistant Superintendent retains all tenure rights accrued in any position which he previously held in the District. The Assistant Superintendent shall also continue to accrue seniority in all positions in which he achieved tenure in the District. The Assistant Superintendent shall have the right to assert all tenure and seniority rights in the event that the Superintendent does not renew the Assistant Superintendent for any reason.

## **10. COMPLETE AGREEMENT**

This Employment Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties and prior approval of the Executive County Superintendent. If there are any modifications to this Contract agreed upon by the parties, it is understood that the modifications must be submitted for approval by the Executive County Superintendent of Schools.

## **11. CONFLICTS**

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

**WHEREAS**, the Board has approved the terms and conditions of this Employment Contract; and,

**WHEREAS**, the Assistant Superintendent has approved the terms and conditions of this Employment Contract; and,

**WHEREAS**, this Employment Contract has been approved by the Executive County Superintendent of Schools for Somerset County and by a recorded roll-call majority vote of the

Board at its meeting of 21st March, 2022 and has been made a part of the minutes of that meeting;  
and,

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

Dated this 21st day of March 2022, Board of Education of the Borough of Bound Brook in the  
County of Somerset.

Attest:

By:

Dr. Daniel Gallagher

BOUND BROOK BOARD OF EDUCATION

By:

Richard Jannuzzi, Board President

Witness:

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