



2020-2021 EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered on _____, 2020 by and between the **TEANECK BOARD OF EDUCATION** with its principal place of business at 300 Frank W. Burr Blvd 7th Floor, Suite 710 Teaneck, NJ 07666 (hereinafter "**BOARD**") and **MS. ANGELA R. DAVIS**, residing in the State of New Jersey (hereinafter "**MS. DAVIS**").

WITNESS, in consideration of the promises and covenants herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties, the parties hereto agree and are agreed as follows:

1. EMPLOYMENT/JOB RESPONSIBILITIES

- a. **MS. DAVIS** agrees to serve, and the **BOARD** agrees to employ **MS. DAVIS**, as Assistant Superintendent of the Teaneck Public School System for the **BOARD** of Education and **MS. DAVIS** accepts full-time employment in such capacity in accordance with the terms and conditions of this Agreement.
- b. **MS. DAVIS** represents that she possesses all appropriate and necessary certifications to carry out the responsibilities of Assistant Superintendent for the Teaneck Public School System, pursuant to State statutes and regulations.
- c. **MS. DAVIS** agrees to accept and carry out all the full-time duties and responsibilities that currently do or may hereafter pertain to the position of Assistant Superintendent for the Teaneck Public School System, including specifically all of the duties and obligations prescribed by statutory, regulatory, decisional or any other State and/or Federal law, and all other duties and obligations that may now or hereafter be required by the **BOARD**.
- d. The hours of work for **MS. DAVIS** shall be all those hours necessary or desirable to fulfill her professional responsibilities as Assistant Superintendent . These hours specifically include those required for school system-related responsibilities occurring on weekends, evenings, nights and holidays. As Assistant Superintendent , **MS. DAVIS'S** work shall include, but shall not be limited to, the duties and responsibilities set forth in her job description and all other administrative duties designated or assigned by the **BOARD**.

- e. Nothing herein shall preclude **MS. DAVIS** from undertaking speaking engagements, writing, lecturing or other professional activities provided that the **BOARD**, through the Superintendent of Schools and/or the **BOARD** President or designee, shall determine, in advance, that such activities do not interfere with or affect carrying out of the duties imposed upon **MS. DAVIS** as Assistant Superintendent .

2. **TERM**

This Agreement shall commence July 1, 2020, and shall run through June 30, 2021. **MS. DAVIS** shall serve in the role of Assistant Superintendent at the pleasure of the **BOARD** and the **Superintendent of Schools**, subject to **MS. DAVIS'S** tenure rights in any of **MS. DAVIS'S** previous employment in the District.

3. **SALARY**

- a. **MS. DAVIS'S** annual salary shall be **\$175,440.00**. Such salary shall be pro-rated for periods less than one full year.
- b. Payment of the salary amount described above shall be in accordance with the schedule of payments to administrative staff members.

4. **INSURANCE COVERAGE and FRINGE BENEFITS**

- a. **MS. DAVIS** shall be entitled to medical, prescription and dental insurance coverage at **BOARD** expense, with coverage effective upon the first day of employment. Dependent care coverage shall be provided at **BOARD** expense, with coverage effective as stated above; provided, however, in addition to the co-pays required in the current coverage plans, pursuant to applicable law and regulation, **MS. DAVIS** shall contribute through payroll deduction an amount toward payment of premiums.
- b. **MS. DAVIS** shall be entitled to disability coverage at **BOARD** expense. The annual premium cost for such benefit shall not exceed eight thousand six hundred forty (\$8,640.00) dollars.
- c. Notwithstanding anything to the contrary herein, **MS. DAVIS** shall earn twenty-five (25) vacation days, at the rate of 2.083 days per month, for each school year (July-June) covered by this Agreement. Vacation days shall be provided up front, but are earned on a monthly basis. **MS. DAVIS** agrees to make all reasonable efforts to take her vacation days when school is not in session and when an event or circumstance of special importance is not taking place or occurring in the District. Superintendent of Schools approval will be required for vacations of (5) five consecutive days, or more, when school is in session. Any vacation days unused in the year in which they accrued may be accumulated for one additional (1) year beyond the year of accrual. However, any vacation days remaining unused after the one additional year period shall be forever forfeited. Subject to applicable law and/or regulation, at retirement or resignation, **MS. DAVIS** shall be compensated for all accumulated unused vacation days to a maximum of fifty (50) days. Compensation for unused vacation leave pursuant to this Section shall be at the rate of 1/260th of the annual salary for each unused vacation day. The **BOARD** shall make any such payment within thirty (30) days

of **MS. DAVIS'S** last day of employment. In the event of **MS. DAVIS'S** death, payment shall be made to her estate.

- d. The **BOARD** shall pay (and/or reimburse) for **MS DAVIS'S** annual professional organization membership dues and professional improvement activities as are approved in advance by the **BOARD** in an amount not to exceed \$2,500. Memberships include but are not limited to the following organizations, NJ Association of School Administrators and the Bergen County Association of School Administrators.
- e. **MS. DAVIS** may accumulate sick days not to exceed twelve (12) days per year. The **BOARD** acknowledges and agrees that **MS. DAVIS** accumulated sick days prior to July 1, 2007. Upon retirement, **MS. DAVIS** the **BOARD** shall pay her the greater of (1) the dollar value of her accumulated sick leave days, pursuant to N.J.S.A. 18A:30-3.5, accrued during her employment in other District positions, prior to effective date of *P.L. 2007, c.92 (C.43:15C-1 et al)*, to a maximum total value of \$20,000 or (2) the dollar value of accumulated sick days at the Assistant Superintendent's per diem salary rate of \$662.00 (current salary divided by 260), to a maximum value of \$15,000. The **BOARD** shall make any such payment within thirty (30) days of **MS. DAVIS'S** last day of employment.
- f. **MS. DAVIS** shall be entitled to four (4) personal business days and three (3) family illness days annually. Unused personal business days shall be carried over as sick days as of June 30, 2015, in accordance with N.J.S.A. 18A:30-7, but no more than fifteen (15) sick days can be accumulated in one year.
- g. **MS. DAVIS** shall be entitled to reimbursement for up to (6) credits per semester at the Rutgers University rate subject to approval by the Superintendent of Schools and the **BOARD**. Reimbursement does not include the cost of registration, books, fees, etc. All education credits must be taken at an accredited institution. Reimbursement is contingent upon the attainment of a "B" or better. Coursework must culminate in a graduate degree conferred by a duly accredited institution of higher education. NJAC 6A:23A-3.1 (e)(16). Tuition shall be paid in accordance with the requirements of NJAC 6A:23A-3.1(e)(16) and NJAC 6A:9-2.1.
- h. It is understood and agreed that as of May 31, 2019, **MS. DAVIS** has accumulated 135 sick days (personal illness days) and 17.5 personal days through her service with the **BOARD**. These days shall be available for her use as necessary.
- i. The **BOARD** shall pay for and/or reimburse **MS. DAVIS** a maximum of \$2,500.00 for mentoring fees to secure a standard school administrator endorsement. The **BOARD** shall pay a maximum of \$1,750.00 for her participation in the school administrator residency program ("SARP") to secure a standard school administrator endorsement. The **BOARD** shall grant **MS. DAVIS** professional release time to participate in the SARP.
- j. The **BOARD** shall supply **MS. DAVIS** with the use of a laptop computer/iPad (with Internet access) which is the property of the **BOARD** and shall be returned to the District at the end of her employment with the District. The **BOARD** shall

be responsible for all maintenance and software updates associated with the laptop computer. The laptop computer/iPad shall be replaced as necessary.

- k. The BOARD shall supply **MS. DAVIS** with the use of a Smartphone/iPhone or equivalent device which is the property of the **BOARD** and shall be returned to the District at the end of her employment with the District. The **BOARD** shall be responsible for all costs associated with its maintenance. Incidental personal use of the device by **MS. DAVIS** shall be permitted.

5. EXPENSES

MS. DAVIS shall be entitled to mileage reimbursement in connection with the performance of her duties. All district related travel and the reimbursement rate shall be in accordance with the New Jersey Office of Management and Budget circulars and regulations.

6. INABILITY TO PERFORM DUTIES

If **MS. DAVIS** is unable to perform her duties and responsibilities as Assistant Superintendent because of illness, accident, or for any other reason, either for a period exceeding her total accumulated sick leave or for a period exceeding one hundred twenty (120) work days, whichever is greater, the **BOARD** reserves the right to seek termination of this Agreement in accordance with applicable law.

7. INDEMNIFICATION

- a. The **BOARD** agrees that it shall defend, hold harmless and indemnify **MS. DAVIS** from any and all demands, claims, suits, actions, and legal proceedings brought against **MS. DAVIS** in her individual capacity or in her official capacity as agent and/or employee of the **BOARD**, provided the incident arose while **MS. DAVIS** was acting within the scope of her employment and, as such liability coverage is within the authority of the **BOARD** to provide under state law.
- b. If, in the good faith opinion of **MS. DAVIS**, conflict exists as regards the defense to such claim between the legal position of **MS. DAVIS** and the legal position of the **BOARD**, **MS. DAVIS** may engage counsel, in which event the **BOARD** shall indemnify **MS. DAVIS** for the costs of legal defense as permitted by state law.

8. SAVINGS CLAUSE

If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such determination shall not impair, invalidate, or affect the remaining provisions of this Agreement, and they shall remain in full force and effect.

9. FORCE OF AGREEMENT

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and permitted assigns.

10. CONFLICTS

In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of any Board Policy, practice, or any permissive State or federal law or regulations, the terms of this Agreement shall take precedence over the contrary provisions.

11. GOVERNING LAW

This Agreement shall be interpreted, construed and governed according to the laws of the State of New Jersey. Controversies arising under this Agreement pertaining to the purely contractual rights and obligations of the parties shall be cognizable in the Superior Court of New Jersey, Bergen County. All other controversies arising under this Agreement with regard to the parties' rights under any provision of the New Jersey Education Laws, N.J.S.A. Title 18A and the regulations implementing same, N.J.A.C. Title 6 and 6A, shall be within the primary jurisdiction of the New Jersey Commissioner of Education, pursuant to N.J.S.A. 18A:6-9.

12. ENTIRE AGREEMENT

The parties hereto understand and expressly intend that this Agreement embodies and contains the entire understanding between them, and that there are no representations, promises or considerations of any nature whatsoever, except as set forth herein. The parties further acknowledge that they agree to and are mutually capable of understanding and appreciating the intention and effect of every provision hereof, and that in addition, they have had the opportunity to review all provisions hereof with their respective legal counsel.

The parties further acknowledge that as required by N.J.A.C. 6A:23A-3.1 and N.J.S.A. 18A:7-8(j), the Executive County Superintendent has reviewed and approved all terms and conditions of the Contract prior to final Board action. The letter of approval is attached hereto.

13. REVOCATION CLAUSE

The parties hereby agree that in the event that the Assistant Superintendent's certification is permanently revoked, all provisions of this Employment Agreement shall be null and void as of the date of the revocation, and if the Assistant Superintendent is lawfully precluded from performing her duties by any Judgment, Order or direction of any court of competent jurisdiction or the Commissioner of Education, that all provisions of this Employment Agreement shall terminate and the Assistant Superintendent's employment shall cease.

14. MODIFICATION CLAUSE

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

15. TERMINATION AND NON-RENEWAL CLAUSE

a. The **SUPERINTENDENT OF SCHOOLS** shall notify **MS. DAVIS** in writing on or before May 15, 2020 whether continued employment will not be offered in accordance with N.J.S.A. 18A:27-10 and N.J.S.A. 18A:27-4.1. In the event of a non-renewal, **MS. DAVIS** shall be permitted to exercise her tenure and seniority rights.

b. **MS. DAVIS** can terminate this Employment Agreement by providing the BOARD 60 calendar days' notice of her resignation in writing.

c. The **BOARD** can terminate this Employment Agreement by providing **MS. DAVIS** a minimum of 60 calendar days' notice of such termination in writing. Any action to terminate this Employment Agreement shall be made by an affirmative vote of a majority of the full membership of the **BOARD**. In the event of a termination, **MS. DAVIS** shall be permitted to exercise her tenure and seniority rights.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals this _____ day of June, 2019.

Angela R. Davis
Assistant Superintendent

Ardie D. Walser, Ph.D.
Board President

Melissa Simmons
School Business Administrator/Board Secretary

ASSISTANT/DEPUTY SUPERINTENDENT

Detailed Statement of Contract Costs

District: Teaneck

Name: Angela Davis

Job Title: Assistant Superintendent of Educational Services

District Grade Span: K-12

On Roll Students as of 10-15-18 3899.5

Yrs. As District Asst. Supt. 1.0 Total Yrs. Exp. as Asst. Supt. 1.0

	2019-2020	2020-2021	Difference	% Inc
Salary				
Salary	\$ 172,000	\$ 175,440	\$3,440	2.00%
Subcontracted Services				
Longevity				
TOTAL ANNUAL SALARY	\$ 172,000	\$ 175,440	\$3,440	2.00%
Additional Salary				
Quantitative Merit Goals				
Qualitative Merit Goals				
Additional Compensation - Describe:	\$ -	\$ -		
Total Additional Salary	\$ -	\$ -	\$0	#DIV/0!
TOTAL ANNUAL SALARY PLUS ADDITIONAL COMPENSATION	\$ 172,000	\$ 175,440	\$3,440	2.00%
Board Contribution for Cost of Premiums for:				
Health Insurance	\$ 12,617	\$ 12,032	-\$585	
Prescription Insurance	\$ -	\$ -		
Dental Insurance	\$ 501	\$ 501	\$0	
Vision Insurance	\$ -	\$ -		
Disability Insurance	\$ 8,640	\$ 8,640	\$0	
Other Insurance - Describe:	\$ -	\$ -		
Waiver of Benefits	\$ -	\$ -		
Section 125 Plan Reimbursements - Describe:	\$ -	\$ -		
Board Cost of Premiums	\$ 21,758	\$ 21,173	-\$585	-2.69%
Employee Contribution to Premiums as per Law	\$ 4,416	\$ 4,211	-\$205	-4.64%
TOTAL HEALTH BENEFITS COMPENSATION	\$ 17,342	\$ 16,962	-\$380	-2.19%
Other Compensation				
Travel and Expense Reimbursement (Estimated Annual Cost)	\$ 1,500	\$ 1,500	\$0	
Professional Development (Capped Amount or Estimated Annual Cost)	\$ 1,000	\$ 1,000	\$0	
Tuition Reimbursement	\$ 8,900	\$ 8,900	\$0	
Mentoring Expenses - Describe: includes SARP	\$ 4,250	\$ 4,250	\$0	
National/State/County/Local/Other Dues	\$ 2,500	\$ 2,500	\$0	
Subscriptions		\$ -		
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	\$ -	\$ -		
Computer for Home use, including supplies, maintenance, internet	\$ -	\$ -		
Other - Describe: Professional Liability Insurance & Bond Insurance	\$ -	\$ -		
TOTAL OTHER COMPENSATION	\$ 18,150	\$ 18,150	\$0	0.00%
Sick and Vacation Compensation				
Maximum Payment for Unused Sick Leave Upon Retirement	\$ -	\$ 20,000		
Maximum Payment for Unused Vacation Leave - Retirement or Separation	\$ -	\$ 33,738		
TOTAL UNUSED SICK AND VACATION PAYMENT	\$ -	\$ 53,738	\$53,738	#DIV/0!
TOTAL CONTRACT COST	\$ 207,492	\$ 264,290	\$56,798	27.37%

Vacation Days 25 Holidays 15 Personal Days 139 Total 179

(Personal Illness Days 135 Personal Business Days 4 as of 7/1/2019)