

## **RESOLUTION APPOINTING INTERIM SUPERINTENDENT OF SCHOOLS**

WHEREAS, Gregory A. Tatum's employment with the Union Township Board of Education ("Board") as the Superintendent of Schools ("Superintendent") for the Union Township School District ("District") will cease on January 1, 2021; and

WHEREAS, it is necessary for the Board to appoint an Interim Superintendent to fulfill the duties of the Superintendent; and

WHEREAS, the Board has conducted a search for Interim Superintendent and interviewed candidates for said position; and

WHEREAS, the Board is satisfied with its search and interview process; and

WHEREAS, the Board has identified Dr. Patrick Martin as a qualified candidate for the position of Interim Superintendent and is desirous to contract with Dr. Patrick Martin to serve as Interim Superintendent for the District;

BE IT RESOLVED, the Board of Education approves the appointment of Dr. Patrick Martin as Interim Superintendent for the District effective January 1, 2021 through June 30, 2021, in accordance with the approval of the Executive County Superintendent for Union County pursuant to N.J.A.C. 6A:23A et seq.





State of New Jersey

300 North Avenue East  
Westfield, NJ 07090  
Phone: 908-654-9860  
Fax: 908-654-9869

PHILIP D. MURPHY  
Governor

SHEILA Y. OLIVER  
Lt. Governor

ANGELICA ALLEN-MCMILLAN, ED. D.  
ACTING COMMISSIONER

DARYL PALMIERI  
INTERIM EXECUTIVE COUNTY SUPERINTENDENT

December 9, 2020

Afshan T. Ajmiri Giner, Esq.  
Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC  
430 Mountain Avenue, Suite 103  
New Providence, NJ 07974

Dear Afshan T. Ajmiri Giner:

I have received the employment contract for Patrick Martin, Interim Superintendent, Union Township School District, in accordance with N.J.A.C. 6A:23A-3.1. I have determined that the provisions of the contract are in compliance with the regulations. Therefore, I approve the contract for the period from January 1, 2021 through June 30, 2021.

In the event of any conflict between the terms, conditions and provisions of this employment contract and any permissive state or federal law, the law shall take precedence over the contrary provisions.

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

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

Please submit a signed copy of the approved contract to my office.

Sincerely,

Daryl Palmieri

Interim Executive County Superintendent



**APPROVED**

**INTERIM SUPERINTENDENT CONTRACT**  
**BETWEEN**  
**THE BOARD OF EDUCATION OF THE TOWNSHIP OF UNION**  
**AND**  
**DR. PATRICK MARTIN**

DP 12/9/20

**WITNESSETH**

**THE INTERIM SUPERINTENDENT CONTRACT** (hereinafter referred to as the "Contract") is made and entered into the \_\_\_\_ day of January, 2021, by and between the Union Township Board of Education, Union County, with offices located at 2369 Morris Avenue, Union, New Jersey 07083 (hereinafter referred to as the "Board"), and Dr. Patrick Martin (hereinafter referred to as the "Interim Superintendent").

**THE CONTRACT** replaces and supersedes all prior contracts, if any, between the parties hereto;

**WHEREAS**, the Board desires to contract with the Interim Superintendent as the Chief School Administrator of the Union Township School District (hereinafter referred to as the "District"); and

**WHEREAS**, the Board desires to provide the Interim Superintendent with a written contract in order to enhance administrative stability and continuity within the schools, which the Board believes generally improves the quality of its overall educational program; and

**WHEREAS**, the Board and the Interim Superintendent believe that a written contract is necessary to describe specifically their relationship and to serve as the 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 Interim 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 or has a certificate of eligibility for the appropriate certificate;

**NOW, THEREFORE**, in consideration of the following mutual promises and obligations, the parties agree as follows:

**ARTICLE I**  
**PER DIEM EMPLOYMENT**

The Board hereby agrees to contract with Dr. Patrick Martin as Interim Superintendent of Schools on a per diem basis, effective January 1, 2021 through June 30, 2021, unless terminated sooner in accordance with the provisions of Article VI. The parties acknowledge that the Contract is subject to review and approval by the Executive County Superintendent for Union County in accordance with applicable law and regulation.



## **ARTICLE II** **CERTIFICATION**

- A. The parties acknowledge that the Interim Superintendent currently possesses the appropriate New Jersey administrative certification and school administrator endorsement in accordance with N.J.A.C. 6A:9B-12.4.
- B. If at any time during the term of the Agreement, the Interim Superintendent's certification(s) is revoked, the Agreement shall be null and void as of the date of the revocation.
- C. The Interim Superintendent will provide official course transcripts for all earned postsecondary degrees to the Board. These transcripts will be kept on file in the Board office.

## **ARTICLE III** **DUTIES**

In consideration of the per diem salary established herein, the Interim Superintendent hereby agrees to the following:

- A. To faithfully perform the duties of Interim Superintendent of Schools for the Board and to serve as the Chief School Administrator 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. The specific job description adopted by the Board, applicable to the position of Interim Superintendent of Schools, is incorporated by reference into the Contract.
- B. To devote the Interim Superintendent's full time, skills, labor, and attention to the duties of the position during the term of the Contract; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without permission of the Board. The Interim Superintendent shall notify the Board President in the event the Interim Superintendent is going to be away from the District on District business for one (1) or more days in any week. The Board recognizes that the demands of the Interim Superintendent's position require the Interim Superintendent to work long and irregular hours.
- C. To assume the responsibilities for the selection, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable Board policies and directives.
- D. To study and make recommendations with respect to all issues, criticisms and complaints, which the Board, either by way of the Board President, committee or collectively, may refer to the Interim Superintendent.
- E. To assume responsibility for the administration of the affairs of the School District,





including but not limited to programs, personnel and business management, fiscal operations, and instructional programs and all duties and responsibilities therein will be performed and discharged by the Interim Superintendent or by staff under the Interim Superintendent's direction. The Interim Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out the Interim Superintendent's duties

- F. To meet with the Board as frequently as necessary for the effective operation of the School District. The meetings of the Board shall be convened and scheduled at the direction of the Interim Superintendent, and the Interim Superintendent shall determine the agenda. At the meetings, the Interim Superintendent shall report to the Board on all actions taken and on pending actions in a timely fashion, and provide an opportunity for a full discussion by the Board and by the public of those actions.
- G. To suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well-being of the School District.
- H. To perform all duties incident to the Office of the Interim Superintendent and such other duties as may be prescribed by the Board from time to time. The Interim 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.

#### **ARTICLE IV** **SALARY AND BENEFITS**

- A. Salary: The Board shall pay the Interim Superintendent at a per diem rate of \$765.00. There shall be no withholding from the Interim Superintendent's salary for pension contributions.
- B. Conferences/Conventions: The Interim Superintendent shall be entitled to reimbursement for expenses incurred for attendance at professional conferences up to the budget amount per the school business administrator, and similar expenses which the Interim Superintendent may incur while discharging the duties of the Interim Superintendent in accordance with *P. L. 2007, c.53, The School District Accountability Act* and affiliated regulations. (N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7, et seq.). Such reimbursement shall comply with all applicable provisions of state and federal statutory and regulatory provisions and guidance, and with board policy. The Interim Superintendent shall be entitled to attend the annual fall NJSBA Workshop and Convention and the annual spring conference of the NJASA. Reimbursement or payment for such expenses shall be made in accordance with *P. L. 2007, c.53, The School District Accountability Act* and affiliated regulations including the most current Office of Management and Budget (OMB) Circular, and Board policies which amount shall not exceed the budgeted amount pursuant to the approved school budget.
- C. Job-Related Expense Reimbursement: The Board shall reimburse the Interim Superintendent for job-related out-of-pocket expenses including, but not limited to, transportation expenses, but not commuting to and from work expenses. Reimbursement for mileage will be in accordance with N.J.S.A. 18A:11-12 and the OMB rate, if applicable or as otherwise permitted



by law. The travel reimbursement shall be applicable only when the Interim Superintendent is using a personal vehicle and shall not apply when driving a District-owned vehicle.

- D. Travel Allowance: The Interim Superintendent shall be reimbursed for actual mileage when using the Interim Superintendent's personal vehicle for Board business at the applicable OMB rate.
- E. Cellular Telephone: The Board shall provide the Interim Superintendent with a cellular phone to assist in the performance of the Interim Superintendent's official duties. Said cellular phone and related equipment shall at all times be considered property of the Board. The Interim Superintendent shall be responsible for the cost of repair or replacement of said cellular phone and equipment in the event of intentional or negligent loss or damage. Upon termination of the Contract or the Interim Superintendent's separation from the School District, the cellular phone and equipment shall be immediately returned to the Board in good working order minus ordinary wear and tear.
- F. Computer: The Board shall provide the Interim Superintendent with a computer and other necessary equipment for the Interim Superintendent's use. Said computer hardware and software and equipment shall at all times be considered property of the Board. The Board shall be responsible for maintenance of said computer and equipment. The Interim Superintendent shall be responsible for the cost of repair or replacement of said computer and equipment in the event of intentional or negligent loss or damage. Upon termination of the Contract or the Interim Superintendent's separation from the School District, the computer and all associated hardware and software and equipment shall be immediately returned to the Board in good working order minus ordinary wear and tear.
- G. Time-Off and Absences: The Interim Superintendent shall be responsible for filing a time-off slip, in advance of the time off, as set forth herein, or immediately upon the Interim Superintendent's return to the district in the event of an unplanned absence. The Board President will also be notified of absences. The Interim Superintendent and Board President shall periodically review the Interim Superintendent's attendance record to assure correctness. The Interim Superintendent shall not be paid for days absent due to personal illness, personal reasons, etc., ie. if he does not work on a regularly schedule day per the twelve (12) month calendar, he shall not be paid the per diem rate.
- H. No Vacation Leave: There are no paid vacation days provided to the Interim Superintendent. Any time off that is not a holiday shall be without pay.

#### **ARTICLE V** **EVALUATION PERIOD**

The Board may evaluate the performance of the Interim Superintendent at any time during the Interim Superintendent's service to the District. The Board may request a report of activities from the Interim Superintendent as frequently as the Board deems appropriate, giving the Interim Superintendent at least three (3) days notice to provide the report. The Board may meet with the Interim Superintendent to discuss the reports and any recommended improvements.



**ARTICLE VI**  
**TERMINATION OF CONTRACT**

- A. The Contract shall terminate, and the Interim Superintendent's per diem employment will cease, under any one of the following circumstances:
- (1) Revocation or suspension of the Interim Superintendent's certificate;
  - (2) Forfeiture under N.J.S.A. 2C:51-2;
  - (3) Mutual agreement of the parties;
  - (4) By the Interim Superintendent with at least sixty (60) days' notice to the Board;
  - (5) By the Board upon ten (10) days' written notice to the Interim Superintendent.
- B. In the event the Interim 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 the Interim Superintendent 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.
- C. Nothing in the Contract shall affect the Board's rights with regard to suspension under N.J.S.A. 18A:6-8.3 and applicable case law.
- D. The Board may terminate the Contract at any time, for any reason, with or without cause, upon ten (10) days' written notice to the Interim Superintendent.
- E. The Interim Superintendent may terminate the Contract upon at least sixty (60) calendar days written notice to the Board of the Interim Superintendent's intention to resign.

**ARTICLE VII**  
**INDEMNIFICATION**

- A. The Board shall defend, hold harmless, and indemnify the Interim Superintendent against any civil or administrative action or other legal proceeding, arising out of an alleged act or omission occurring in the performance of the duties of the Interim Superintendent, and shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, unless the act or omission involved willful misconduct in accordance with State statute and regulation.
- B. The Interim Superintendent recognizes that the Board shall have the right to compromise and settle any claim or suit if the compromise or settlement arises out of an alleged act or omission occurring in the performance of the Interim Superintendent's duties.

**ARTICLE VIII**  
**COMPLETE AGREEMENT**

The Contract embodies the entire agreement between the parties hereto and cannot be



modified except by written agreement of the undersigned parties.

**ARTICLE IX**  
**CONFLICTS**

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

**ARTICLE X**  
**SAVINGS CLAUSE**

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

**IN WITNESS WHEREOF**, the parties have set their hands and seals to this Contract effective on the day and year first above written.

INTERIM SUPERINTENDENT OF  
SCHOOLS

BOARD OF EDUCATION OF THE  
TOWNSHIP OF UNION

\_\_\_\_\_  
Dr. Patrick Martin

\_\_\_\_\_  
Mary Lynn Williams

Date: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESS:  
  
\_\_\_\_\_

WITNESS:  
  
\_\_\_\_\_  
Diane Cappiello





**INTERIM SUPERINTENDENT**

**Detailed Statement of Contract Costs**

**APPROVED**

12/9/20

District: UNION TOWNSHIP PUBLIC SCHOOLS					
Name: DR. PATRICK MARTIN					
Date BOE Authorized Submission to County Office	11/13/2020				
District Grade Span	PREK-12				
On Roll Students as of 10-15	7145				
<b>Contract Term:</b>	<b>2019-20</b>	<b>2020-21</b>	<b>Dif.</b>	<b>% dif</b>	
<b>Salary</b>					
Salary	\$ -	\$ 92,565	\$ 92,565	#DIV/0!	
Longevity	\$ -	\$ -	\$ -	#DIV/0!	
Shared Service	\$ -	\$ -	\$ -	#DIV/0!	
<b>Total Annual Salary</b>	\$ -	\$ 92,565	\$ 92,565	#DIV/0!	
<b>Additional Salary</b>					
Quantitative Merit Goals	\$ -	\$ -	\$ -	#DIV/0!	
Qualitative Merit Goals	\$ -	\$ -	\$ -	#DIV/0!	
<b>Total Additional Salary</b>	\$ -	\$ -	\$ -	#DIV/0!	
<b>Total Annual Salary plus Additional Salary</b>	\$ -	\$ 92,565	\$ 92,565	#DIV/0!	*prorated
<b>Board Contribution for Cost of Premiums for:</b>					
Health Insurance	\$ -	\$ -	\$ -	#DIV/0!	
Prescription Insurance	\$ -	\$ -	\$ -	#DIV/0!	
Dental Insurance	\$ -	\$ -	\$ -	#DIV/0!	
Vision Insurance	\$ -	\$ -	\$ -	#DIV/0!	
Disability Insurance	\$ -	\$ -	\$ -	#DIV/0!	
Long-term Care Insurance	\$ -	\$ -	\$ -	#DIV/0!	
Life Insurance	\$ -	\$ -	\$ -	#DIV/0!	
Other Insurance - Describe:	\$ -	\$ -	\$ -	#DIV/0!	
Waiver of Benefits	\$ -	\$ -	\$ -	#DIV/0!	
Section 125 Plan Reimbursements - Describe:	\$ -	\$ -	\$ -	#DIV/0!	
Board Contribution for Cost of Premiums	\$ -	\$ -	\$ -	#DIV/0!	
Employee contribution to health benefits as per law	\$ -	\$ -	\$ -	#DIV/0!	
<b>Total Health Benefit Compensation</b>	\$ -	\$ -	\$ -	#DIV/0!	
<b>Other Compensation</b>					
Travel and Expense Reimbursement (Estimated Annual Cost)	\$ -	\$ 750	\$ 750	#DIV/0!	
Professional Development (Capped Amount or Estimated Annual Cost)	\$ -	\$ 750	\$ 750	#DIV/0!	
Tuition Reimbursement	\$ -	\$ -	\$ -	#DIV/0!	
Mentoring Expenses - Describe:	\$ -	\$ -	\$ -	#DIV/0!	
National/State/County/Local/Other Dues	\$ -	\$ 2,500	\$ 2,500	#DIV/0!	
Subscriptions	\$ -	\$ -	\$ -	#DIV/0!	
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	\$ -	\$ -	\$ -	#DIV/0!	
Computer for Home use, including supplies, maintenance, internet	\$ -	\$ -	\$ -	#DIV/0!	
Other - Describe:	\$ -	\$ -	\$ -	#DIV/0!	
<b>Total Other Compensation</b>	\$ -	\$ 4,000	\$ 4,000	#DIV/0!	
<b>Sick and Vacation Compensation</b>					
Max Paid for Unused Sick Leave Upon Retirement	\$ -	\$ -	\$ -	#DIV/0!	
Max Paid for Unused Vacation Leave - Retirement or Separation	\$ -	\$ -	\$ -	#DIV/0!	
<b>Total Sick and Vacation Compensation</b>	\$ -	\$ -	\$ -	#DIV/0!	
<b>TOTAL CONTRACT COSTS</b>	\$ -	\$ 96,565	\$ 96,565	#DIV/0!	
<b>Contract for January 1, 2021 through June 30, 2021 (121 days)</b>					

