

**EMPLOYMENT CONTRACT FOR  
SUPERINTENDENT OF SCHOOLS**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the Township of Union Board of Education (hereinafter the “Board” or “Board of Education”), with administrative offices located at 2369 Morris Avenue, New Jersey and Dr. Scott Taylor (hereinafter “Dr. Taylor”).

**WITNESSETH:**

**WHEREAS**, the Board desires to retain the services of Dr. Taylor as Superintendent of Schools for the Township of Union School District and Dr. Taylor has agreed to serve in this capacity; and

**WHEREAS**, the Board and Dr. Taylor wish to embody in this Contract the terms and conditions of their Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Board and Dr. Taylor hereby agree as follows:

**ARTICLE I  
EMPLOYMENT**

- A. The Board hereby agrees to employ Dr. Taylor as Superintendent of Schools (Chief School Administrator) effective July 1, 2021 through June 30, 2026.
- B. The total annual salary for Dr. Taylor shall be \$197,000.00 (ONE HUNDRED AND NINETY-SEVEN THOUSAND and 00/100 Dollars) inclusive of the high school salary increment.
  - a. Two percent (2%) Increase. The Superintendent may be eligible to receive a two percent (2%) salary increase on the annual salary, upon completion of the second year of this contract, i.e., effective July 1, 2023 - June 30, 2024, subject to

satisfactory performance evaluations in the prior evaluation periods of this contract. Said two percent (2%) salary increase is specifically subject to the Board's discretion and approval via roll call vote and if approved, would result in the Superintendent's annual salary being increased to \$200,940.00 for July 1, 2023 through June 30, 2024. The Superintendent may be eligible to receive a two percent (2%) salary increase on the annual salary, upon completion of the fourth year of this contract, i.e., effective July 1, 2025 - June 30, 2026, subject to satisfactory performance evaluations in the prior evaluation periods of this contract. Said two percent (2%) salary increase is specifically subject to the Board's discretion and approval via roll call vote and if approved, would result in the Superintendent's annual salary being increased to \$204,958.80 for July 1, 2025 through June 20, 2026.

## **ARTICLE II DUTIES**

In consideration of the employment and salary benefits established herein Dr. Taylor hereby agrees to the following:

- A. To faithfully perform the duties of Superintendent of Schools 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 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 Dr. Taylor.
- B. To devote his professional time, skills, labor, and attention to this employment during the term of this contract. However, Dr. Taylor may also lecture, engage in writing

- activities and speaking engagements and engage in other activities which are of a short-term duration if he obtains prior approval of the Board of Education, which approval shall not be unreasonably withheld if the activities do not interfere with the performance of his duties to the district. Notwithstanding the forgoing, it is understood and agreed that the Superintendent works as a graduate school professor and shall be permitted to continue teaching so long as his graduate teaching duties do not interfere with the day-to-day performance of his duties as specified herein.
- C. To carry out the duties as may be assigned to him from time-to-time by the Board and to make reports to the Board as directed by the Board from time-to-time as may be required. Notwithstanding the foregoing, the Board shall not substantially increase the duties of the Superintendent by assigning him the duties or responsibilities of another title or position unless the parties agree on the compensation commensurate with the increase in duties and the additional compensation is reflected in an addendum to this Contract which addendum has been approved by the Executive County Superintendent.
- D. Dr. Taylor shall attend working sessions, regular and special meetings of the Board without additional compensation, and any other meetings related to negotiation sessions with employee groups, grievance meetings, committee meetings and other meetings relevant to his job functions as directed by the Board of Education.
- E. Dr. Taylor shall attend those county, regional and state meetings that are necessary to keep him informed of current matters affecting the functions of the Board. The registration fees for those meetings shall be paid by the Board. Reimbursements for travel or other expenses shall be processed in accordance with applicable OMB circulars, State Regulations and Board policy.

**ARTICLE III  
CERTIFICATION**

Dr. Taylor represents he is certified by the New Jersey State Board of Examiners to serve as a Chief School Administrator in the State of New Jersey, and that he shall maintain his certification in full force and effect throughout the life of this agreement. If said certificate is revoked during the term of this Agreement, this Agreement shall thenceforth be null and void and Dr. Taylor's employment shall immediately terminate, pursuant to *N.J.S.A. 18A:17-51*.

**ARTICLE IV  
SICK DAYS**

Dr. Taylor shall receive twelve (12) sick leave days annually. Unused sick leave shall be cumulative, to a maximum of fifteen (15) days in accordance with the provisions of Title 18A. After fifteen (15) years or more of continuous service with the Township of Union Board of Education, and upon regular retirement, Dr. Taylor shall be compensated at a rate of \$125 per day to a maximum payment of \$15,000. The Board shall make any such payment within thirty (30) days of the Superintendent's last day of employment. Payments, if any, shall be made based upon a 260-day year (1/60<sup>th</sup>).

**ARTICLE V  
AUTOMOBILE AND OTHER JOB-RELATED EXPENSES**

Dr. Taylor shall be entitled to have certain professional expenses, including dues for professional associations paid by the Board. These dues shall be limited to N.J.A.S.A., County A.S.A., and A.A.S.A. The Board will also pay for annual attendance at three (3) state conventions and one (1) national conference with sufficient prior notice for the Board of Education's final approval. Reimbursements for travel or other expenses shall be processed in accordance with the

applicable OMB circulars, *N.J.S.A.* 18A:11-12, State and Federal Regulations and Board policy. Dr. Taylor shall submit a detailed voucher and a report to the board for each conference of convention, which shall be reviewed for compliance prior to said reimbursement.

## **ARTICLE VI VACATION DAYS**

Dr. Taylor shall be entitled to twenty-five (25) vacation days for the 2021-2022, 2022-2023, and 2023-2024 school years, all of which shall be available as of July 1<sup>st</sup>; it understood and agreed, however, that vacation days are earned on a monthly pro-rata basis. Dr. Taylor shall take vacation time only after prior review and approval of the Board President, whose approval shall not be unreasonably withheld. Vacation leave accrued can be carried over for up to one year, where required by business demands. Annual payout of vacation leave is not permitted. Upon retirement or other separation from employment, Dr. Taylor shall be compensated for all his accumulated and unused vacation days up to a maximum of twenty-five (25) days. Vacation days are compensated at the daily rate of pay at time of severance and said calculation shall be based upon a 260-day year (1/260<sup>th</sup>). The Board shall make any such payment within thirty (30) days of the Superintendent's last day of employment. Said days shall be paid to the Superintendent's estate or beneficiaries in the event of his death prior to separation.

## **ARTICLE VII HOLIDAYS AND LEAVES OF ABSENCE**

Dr. Taylor shall receive seventeen (17) paid holidays per year. The annual calendar of holidays shall be developed and approved by the Board of Education each year. For the 2021-2022, 2022-2023, 2023-2024, 2024-2025 and 2025-2026 school year the holidays are set forth in Appendix "A".

Dr. Taylor may apply for a leave of absence without pay. Except as otherwise provided herein, leaves of absence are subject to the review and approval of the Board of Education. Said leaves shall be in accordance with State and Federal Laws, as applicable.

**ARTICLE VIII  
PERSONAL DAYS**

Dr. Taylor shall be entitled to six (6) personal days per contract year. Unused personal days shall convert to accumulated sick days on June 30 of each year to a maximum of fifteen (15) days carryover. Whenever possible, he should advise the President of the Board of Education of the need for such a day in advance.

**ARTICLE IX  
BEREAVEMENT LEAVE**

Dr. Taylor shall be entitled to up to five (5) days absence out of seven (7) consecutive days for each death in the immediate family, or because of death in the immediate family of spouse, without loss of salary. These days are not accumulated from year to year. The Term “immediate” means: wife, husband, grandchild, parent, child, grandparent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and others who are permanent members of the employee’s household.

**ARTICLE X  
HEALTHCARE BENEFITS**

Throughout the term of this Employment Contract, the Board shall provide Dr. Taylor with full family health insurance coverage (presently Blue Cross/Blue Shield) and dental care (presently Delta Dental). Dr. Taylor shall contribute towards health care coverage, via payroll reduction, in accordance with applicable law.

**ARTICLE XI  
CELLULAR PHONE AND COMPUTER**

The Board shall provide the Superintendent of Schools, at Board expense, Apple devices, with a price not to exceed \$4,500, and which shall remain the property of the Board. Incidental personal use of the devices by the Superintendent shall be permitted. The Board shall provide the Superintendent a monthly allowance of \$100.00 for the business use of his personal cell phone.

**ARTICLE XII  
EVALUATION**

Dr. Taylor shall be evaluated at least annually by the Board of Education, on or before June 30<sup>th</sup>, in accordance with the provisions of *N.J.S.A. 18A:17-20.3* as amended and supplemented. 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 July 1st of each year of the term 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.

**ARTICLE XIII  
TERMINATION OF EMPLOYMENT CONTRACT/NON-RENEWAL**

This Employment Contract may be terminated by:

A. Mutual agreement of the parties; or

- B. Unilateral termination by the Superintendent upon one hundred and twenty (120) days written notice to the Board; or
- C. Notification in writing by the Board to the Superintendent, at least one hundred and fifty (150) days prior to the expiration of this contract, of the Boards intent not to renew this contract. The Board shall take any action to non-renew the Superintendent's employment by an affirmative vote of a majority of the full membership of the Board; or
- D. In the event that the Superintendent's certification 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
- E. 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.*

**ARTICLE XIV  
MODIFICATION OF CONTRACT TERMS**

The terms and conditions of the Contract shall not be modified, except by the written consent of both parties hereto, and consent of the County Executive Superintendent provided further that the consent of the Board can only be given by means of a lawfully adopted resolution.

**ARTICLE XV  
ENTIRE AGREEMENT**

This agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues, which were or could have been subject to negotiations.

**ARTICLE XVI  
NEW JERSEY LAW**

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



**ARTICLE XVII  
SEPARABILITY**

In the event that any provision of this Contract is deemed to be illegal by a court or agency of competent jurisdiction then the remaining provisions shall remain in full force and effect.

**ARTICLE XVIII  
EFFECT OF CONTRACT**

This Contract is a tentative agreement and is specifically contingent upon the approval of the Executive County Superintendent of Schools. The terms of this contract shall have no force or effect until such approval is granted.

**ARTICLE XIX  
SAVINGS AND CONFLICTS 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 Employment Contract is not affected by such a ruling and shall remain in full force. 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.

**ARTICLE XX  
MISCELLANEOUS**

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, and given the opportunity to request that such discussions be held in public session. 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.

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 which the public may not otherwise be 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, 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. 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 agreement with the contents thereof. The Superintendent shall also have the right to submit a written answer to such material.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals or caused these present to be signed by their proper corporate officers and the proper corporate seal affixed hereto the day and year first above written.

**ATTEST:**

**TOWNSHIP OF UNION BOARD OF EDUCATION**

\_\_\_\_\_ By: \_\_\_\_\_  
Ronnie McDowell, President

\_\_\_\_\_ By: \_\_\_\_\_  
Dr. Scott Taylor  
Superintendent of Schools

## APPENDIX “A”

Independence Day

Labor Day

Columbus Day

Teachers’ Convention

Teachers’ Convention

Thanksgiving

Thanksgiving (day after)

Christmas Recess (Christmas Eve)

Christmas Recess (Christmas Day)

Christmas Recess (Day after Christmas Day)

New Year Observance (New Year’s Day)

New year Observance (Day after New Year’s Day)

Dr. Martin Luther King, Jr. Birthday

Presidents’ Day

Good Friday

Spring Recess

Memorial Day

SUPERINTENDENT

Detailed Statement of Contract costs

District: Union Township School District

Name: Dr. Scott Taylor

District Grade Span: PS-12

[COST SHEET ATTACHED]