

EMPLOYMENT CONTRACT

This **CONTRACT** is entered into this 25th day of February, 2016, between the Franklin Township Public Schools Board of Education, (hereinafter "the Board") and **Daniel Loughran** (hereinafter the "Loughran").

WHEREAS, the Board and Loughran have agreed to enter into an employment relationship; and

WHEREAS, the parties are desirous of memorializing the terms of their agreement into a written employment contract; and

WHEREAS, Loughran is the holder of an appropriate certificate for Assistant Superintendent for Curriculum and Instruction as prescribed by the State Board of Education and as required by N.J.S.A. 18A:17-17;

NOW THEREFORE, the Board and Loughran agree as follows:

A. Employment; Compensation; Term

1. The Board agrees to employ Loughran as Assistant Superintendent for Curriculum and Instruction for the Franklin Township Public Schools Board of Education for a term commencing July 1, 2016, and ending June 30, 2017.

The form and legality of this Employment Contract ("Contract") has been reviewed and approved by the Executive County Superintendent on February 17, 2016 and this Contract has been approved by the Board at its meeting on February 25, 2016, and will be made a part of the minutes of that meeting.

2. The parties agree that Loughran's annual base salary shall be \$140,225 annually between July 1, 2016 and December 31, 2016. His salary shall be increased to \$144,011 annually, beginning January 1, 2017 through June 30, 2017 and shall be prorated based on the

length of service.

This annual salary rate shall be paid to Loughran in accordance with the schedule of salary payments in effect for other twelve-month employees of the Board.

B. Duties

1. Loughran agrees to:

a. Faithfully perform the duties of the Assistant Superintendent for Curriculum and Instruction of the Franklin Township Public Schools Board of Education (“District” or “School District”), as set forth in the Job Description attached hereto as Exhibit A.

b. Devote his full time, skills, labor and attention to his employment during the term of this Contract.

C. Certification

The parties agree that this Contract is valid if and only if Loughran continues to hold a valid certificate issued by the New Jersey State Department of Education for the position of Assistant Superintendent for Curriculum and Instruction. If, at any time during the term of this Contract, the necessary certification(s) is revoked, this Contract shall be null and void as of the date of the revocation.

D. Sick Leave, Vacation, Holidays and Personal Days

1. Sick Leave. Loughran shall be granted sick leave as follows:

Loughran shall be credited with one half (1/2) the unused sick leave days he has accumulated in his most recent public school employment up to a maximum carry-over of twenty-five (25) days. Submission of appropriate documentation is required.

Twelve (12) sick days annually, pro rata for any portion of a fiscal year. The unused portion of sick days at the end of any year shall be cumulative in accordance with the provisions

of Title 18A. Upon retirement from the District under a State-administered retirement system, Loughran shall be compensated at his then-current per diem rate of pay (determined by dividing his current salary by 260) for any unused accumulated sick leave, subject to a maximum payout of \$15,000.00. Any such payment shall be made within sixty (60) days of Loughran's last day of employment.

In the event this Contract is renewed, any accumulated unused sick days shall be carried over to the next contract term, provided that not more than twelve (12) new days may be carried over from any one year to the next.

In the event of Loughran's separation from the District before his retirement, any accumulated unused sick days shall be forfeited.

2. Vacation. Loughran shall be entitled to vacation time of Twenty-Two (22) working days per full fiscal year (July 1 to June 30), and pro rata for any portion of a fiscal year. After Ten (10) years of service in the District, Loughran shall receive an additional vacation day. A maximum of Ten (10) days of unused, earned vacation leave may be accumulated and carried forward into the next fiscal year, but shall be forfeited if not utilized before the expiration of one year following the year in which it was earned. Upon separation from the District in good standing, the Board shall pay Loughran his then-current per diem rate of pay (determined by dividing his current salary by 260) for each day of the unused accumulated annual vacation leave. In the event of his death prior to separation, such payment, if allowable under this paragraph, shall be paid to Loughran's estate.

3. Holidays. Loughran shall be entitled to no more than fourteen (14) school holidays as provided in the approved School Calendar. The paid time off for holidays shall not be

charged against his vacation allotment. Specific dates will be designated by the Superintendent of Schools and communicated to Loughran prior to the start of each school year.

4. Personal Leave. Loughran shall be entitled to three (3) paid days per year, pro rata for any portion of a fiscal year, for personal business use . Any unused personal leave days shall be rolled over into his sick leave.

5. Bereavement Leave. Loughran shall be entitled to paid days of bereavement leave each year, as set forth below. Bereavement leave days may not be accumulated.

a Up to five (5) consecutive weekdays with pay, one of which shall be the day of death or the day of a funeral for a death in the immediate family. Immediate family in this case shall mean spouse, domestic partner, child, mother, father, brother, sister, son, daughter, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, or a relative who lives within Loughran's household.

b. One (1) days leave with pay, which shall be within three (3) days of the date of the death or the day of the funeral for non-immediate family member. Non-immediate family in this case shall mean niece, nephew, grandparents of spouse, first cousin, brother-in-law, sister-in-law, aunt, uncle.

6. Records of Leave Days. Loughran shall promptly file time-off slips with the Superintendent for all sick leave, vacation, personal leave or bereavement leave days or time taken, in accordance with the same procedures that apply to all other administrative staff. Such records shall remain in Loughran's personnel file.

E. Insurance; Indemnification

The Board shall provide Loughran with the following insurance and indemnification benefits:

1. Health, dental, and prescription insurance as follows: Medical Insurance through the current insurance provider up to the Horizon Direct Access plan or equivalent; Prescription coverage; and up to the full family PPO Dental Insurance.

Loughran shall pay the appropriate contribution, pre-taxed under a 125 plan, to offset the costs of health benefits, as per the New Jersey law, PL 2011 Chapters 78 and 52, in effect at the time of the approval and execution of this contract.

The Board will pay 100% of the cost of Medical premiums, less contributions described above, for coverage (including family coverage) for all plans up to the Horizon Direct Access plan currently offered. If Loughran selects other available plans he will pay the additional premium difference between the aforementioned plan and the selected plan through payroll deduction, which payment shall be in addition to any contribution required by law.

Loughran may waive coverage in any of the health benefits plans if he is covered through the health plan of his spouse or domestic partner as domestic partner is defined by the New Jersey Statute, but only in accordance with procedures established by the Board. The maximum amount of any payment for the waiver of employer provided health benefits coverage is 25% of the premiums saved or \$5,000, whichever is less.

2. Workers' Compensation - in accordance with statute;

3. Indemnification against civil actions in accordance with N.J.S.A. 18A:16-6; and reimbursement for legal expenses as required by N.J.S.A. 18A:16-6.1.

4. The Board shall provide a payment of One Hundred Fifty Dollars (\$150.00) per month towards Loughran's Disability Insurance Premium upon presentation of proof of insurance and premium amount.

F. District Owned Equipment; Professional Growth; Expenses; Professional Memberships and Associations

1. The Board shall provide Loughran with the necessary computer and mobile devices for his use while working at home or at the office, if requested. The Board shall be responsible for maintaining and servicing the computer and mobile device. Loughran shall be permitted to utilize these devices for reasonable personal use.

2. Professional Time. The parties recognize that the opportunity for professional growth is mutually beneficial to the School District and Loughran. The parties therefore agree that Loughran may spend certain working days per year as an attendee, speaker or participant at professional meetings, institutes, conventions or courses, or as a consultant, lecturer or author. Provided that he does not receive separate compensation, time spent on such activities shall be deemed "professional time" and shall be subject to the following:

a Professional time shall not be taken to the extent it interferes with Loughran's primary duties and responsibilities to the School District.

b In the event Loughran receives compensation (other than expense reimbursement) from other parties for any such activities, any time spent thereon shall be considered independent contracting, not professional working time for the School District, and for which he shall be required to utilize personal or vacation days.

c In the event Loughran chooses to teach a college or graduate level course, it is understood that course will take place in the evenings and/or weekends and will not interfere with his primary responsibilities to the School District. Should any such activities occurring during the normal school hours, Loughran shall be required to utilize

vacation days.

d Prior approval by the Superintendent is required for all professional time.

4. Tuition Reimbursement. Loughran shall be eligible for tuition reimbursement for up to 9 graduate credits per school year at the Rutgers University graduate rate. Proof of successful completion of the course, a grade of either a "B" or higher or "pass" in a pass/fail system, shall be submitted to the personnel office before payment can be made. The tuition reimbursement shall be made in accordance with applicable law. Tuition assistance or reimbursement for coursework or additional compensation for graduate school coursework must culminate in a graduate degree conferred by a duly accredited institution of higher education.

Reimbursement of tuition and fees incurred for doctoral studies at an amount equal to nine (9) times the Rutgers per credit graduate rate per school year; doctoral program must be started, and degree awarded, while Loughran is employed in the District and Loughran must work in the District for an additional three (3) years after receiving the degree to be eligible for this "balance reimbursement"; request for this "balance reimbursement" must be made no later than October 1st of the school year when third (3rd) year of post-degree District employment will be completed; reimbursement made no later than July 31st of the next school year;

3. Expenses for Professional Development, Travel and Other Business Expenses.

The District will reimburse Loughran for reasonable professional development and other business expenses in accordance with the following:

a Travel expenses for such activities, including but not limited to costs of transportation, meals, lodging and registration or conference fees, must be approved in advance

by the Superintendent and Board of Education; and

b No reimbursement shall be provided unless authorized and processed in full accordance with the State statutes, rules and regulations of the Commissioner of Education, any applicable OMB Circulars and any applicable Board policies. It shall be the Loughran's responsibility to obtain approval in advance, whenever same is required by statute, regulation, State directive or Board policy. It shall further be Loughran's responsibility to review and certify, prior to submitting any request for reimbursement, that such reimbursement is fully authorized and in accord with all applicable statutes, rules and regulations of the Commissioner, OMB Circulars and applicable Board policies.

Loughran shall be entitled to \$150.00 per month as a mileage allowance in payment for his routine job-related auto travel expenses within and outside the school district. Loughran will be paid the prevailing rate of reimbursement for mileage for instances of job-related auto travel that are fifty (50) or more round trip miles apiece. The monthly mileage allowance and all additional mileage reimbursement shall be subject to applicable law, including but not limited to applicable I.R.S. regulations. Loughran will maintain documentation related to vehicle use expenses.

4. Membership in Professional Organizations. The Board agrees to pay for Loughran's membership dues in the appropriate professional organizations such as New Jersey Association of School Administrators ("NJASA"), American Association of School Administrators, New Jersey Principals and Supervisors Association ("NJPSA") and/or other professional/civic organizations approved by the Superintendent.

5. Loughran will be eligible for reimbursement of up to 50% of the costs associated in receiving his standard certificate. The costs shall include mentor fees and Association

registration. Reimbursement will be applicable upon the state's issuing his standard certificate. In order to be reimbursed, Loughran will need to provide proof of payment and his standard certificate.

G. Professional Liability

The Board shall defend, hold harmless and indemnify Loughran from any and all demands, claims, suits, actions and legal proceedings brought against him individually or in his official capacity as an agent or employee of the Board, provided the matter giving rise to such claim arose while Loughran was acting within the scope of the his employment under this Contract; and is within the liability insurance coverage and the authority of the Board to provide pursuant to title 18A.

H. Termination of Employment Contract; Resignation

1. This Contract shall terminate and Loughran's employment will cease and neither salary nor health benefits shall be thereafter provided, if any one of the following occurs:

- a Loughran fails to possess or obtain proper certification,
- b revocation or suspension of Loughran's certification,
- c he is convicted of any crime or offense which would subject him to forfeiture his employment with the Board under N.J.S.A. 2C:51-2; or,
- d mutual agreement of the parties.

2. In the event Loughran 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 him 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.

3. Nothing in this Contract shall affect the Board's rights with regard to suspension under N.J.S.A. 18A:6-8.3 and applicable case law as they exist as of the effective date of this Contract

4. Loughran may terminate this Contract upon at least sixty (60) calendar days' written notice to the Superintendent of his intention to resign. The Board, upon recommendation of the Superintendent, may approve a resignation on shorter notice.

5. Prior to tenure, the Board, upon recommendation of the Superintendent, may terminate this contract with 60 days' written notice to Loughran.

I. Performance Evaluation

Loughran shall be evaluated as prescribed in applicable statute and in accordance with District Policy.

J. Severability

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

K. Notices

Any notice required by this Contract shall be effective if personally hand delivered to the other party (or, in the case of the Board, to the Superintendent) or if mailed by certified mail return receipt requested to the other party at such address for which due notice has been given.

L. Entire Agreement

This document contains the entire agreement of the parties and may not be altered, amended, modified or revoked except by an instrument in writing approved and executed by

both parties. Any alteration, amendment or modification must be submitted to the Executive County Superintendent for review and approval.

N. 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 federal or State 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused these presents to be signed by their duly authorized officers on the day and year set forth below.

Employee:

Daniel Loughran

Date

FOR THE BOARD:

Edward Potosnak, III, President
Franklin Township Public Schools Board of Education

Date

ATTEST:

James Strimple,
Interim Board Secretary/
Assistant Superintendent for Business

Date