

**BOARD OF EDUCATION OF
WATCHUNG HILLS REGIONAL HIGH SCHOOL DISTRICT**

**DIRECTOR OF CURRICULUM AND INSTRUCTION
EMPLOYMENT CONTRACT**

This Employment Contract is made and entered into this 15th Day of June 2021 by and between the Board of Education of Watchung Hills Regional High School District, with offices located at 108 Stirling Road, Warren, NJ 07509 (hereinafter referred to as the “Board”), and Mrs. Mary Ellen Phelan, (hereinafter referred to as the “Director of CI”).

The Board and the Director of CI, for the consideration herein specified, agree as follows:

1. Term

The Board, in consideration of the promises herein contained of the Director of CI, hereby employs, and the Director of CI hereby accepts employment, as Director of CI for the term commencing on July 1, 2021 and expiring on June 30, 2022.

2. Director of Curriculum and Instruction Responsibilities

The Director of CI shall have the duties prescribed by the Superintendent of Schools of the Watchung Hills Regional High School District and all attendant powers as set forth in statute. The Director of CI shall hold an appropriate certificate to act as a Director of CI in the State of New Jersey. The revocation of the Director of CI’s appropriate certificate shall render this Employment Contract null and void.

3. Compensation

- A. Base Salary. The Board shall pay the Director of CI an annual base salary of \$159,679.00 for the period from July 1, 2021 through June 30, 2022. This salary shall be paid to the Director of CI in accordance with the schedule of salary payments in effect for other certificated employees.

4. Benefits

- A. Vacation Days. The Director of CI shall receive an annual vacation day allowance of twenty (20) days. All days will be credited on the first day of the contract year. Vacation days cannot be carried beyond the 4th month of the following year without permission of the chief School Administrator. Should the Director of CI terminate employment during the contract year, vacation days

shall be prorated at the rate of two (2) days per month, and if necessary, a salary adjustment shall be made for any days utilized beyond the prorated two (2) days per month for each month worked during the year. The Director of CI’s vacation schedule must receive the prior approval of the Superintendent.

- B. Sick Days. The Director of CI shall receive twelve (12) sick days during each full school year. Unused sick days shall accumulate without limitation pursuant to law.
- C. Personal Days. The Director of CI shall be entitled to up to three (3) personal business days per year. Unused personal days from any year may not be accumulated for use in subsequent years.
- D. Bereavement Days. The Director of CI shall be entitled to up to five (5) days of paid bereavement per occurrence in the event of the death of a member of her immediate family (which is defined to include spouse, children, child's spouse, mother, father, brother, sister, grandparent, mother-in-law, father-in-law, or any other member of her immediate household).
- E. Medical, Dental, Prescription & Disability Coverage. The Director of CI, and her dependents, as defined by the applicable insurance policies, shall receive health benefits through the applicable WHRHS district plan using the Open Access POS plan (Direct Access), dental coverage, and long term disability insurance coverage. The Director of CI must contribute towards the WHRHS health benefit as per Chapter 78, P.L. 2011. The contribution is pre-tax in accordance with the school district cafeteria plan. The health benefits provided will be the same as those provided to other certificated district staff.
- F. Membership Dues. The Board shall pay for all costs associated with membership for the Director of CI, which include ASCD and NJASA.
- G. Automobile Expenses. The Board shall reimburse Director of CI at the rate allowed as non-taxable by the New Jersey OMB Circular NJ 18A:11-12(d) – 08-19-OMB regulations for all automobile mileage incurred in the performance of her duties, which received the prior recommendation of the Superintendent and the prior approval of the Board.
- H. Payment for Unused Sick Leave Upon Retirement. The Director of CI shall be entitled to receive upon her retirement from TPAF payment for unused sick days capped at \$15,000 as per N.J.S.A. 18A:30-3.5 provided she has a minimum of forty (40) unused sick leave days at the time of retirement:

The payment will be based on the per diem rate of 1/260 of the final salary upon retirement, capped at \$15,000 as per N.J.S.A. 18A:30-3.5.

5. Professional Growth

The Board will reimburse the Director of CI for the cost of attending national, State or other conferences or training as recommended, in advance, by the Superintendent and approved by the Board subject to the limitations of OMB Circular - 08-19 OMB. In addition, the Board shall provide the Director of CI with 100% reimbursement of tuition upon successful completion of a course (grade B or better) which received the recommendation of the Superintendent and the prior

approval of the Board subject to the limitations of OMB Circular - 08-19 OMB. Professional growth, tuition reimbursement must be for courses that culminate in a graduate degree.

6. Indemnification

Pursuant to statute, the Board shall defend, hold harmless and indemnify the Director of CI from any demands, claims, suits, actions and legal proceedings brought against her in the capacity of Director of CI or in her official capacity as an agent or employee of the Board provided the alleged incident arose while she 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.

7. Termination of Employment Contract

This Employment Contract may be terminated by:

- (a) mutual agreement of the parties;
- (b) unilateral termination by either party upon sixty (60) days written notice to the other party; or
- (c) actions consistent with the statutory authority of the Board.
- (d) certificate is revoked.

8. 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. Any changes/modifications must have prior approval of the Superintendent of Schools.

9. 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.

10. Savings Clause

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

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

WHEREAS, the Director of CI has approved the terms and conditions of this Employment Contract; and,

WHEREAS, any and all prior contracts of employment by and between the parties are hereby revoked and rescinded.

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

Dated this 15TH Day of June, 2021, Board of Education of the Watchung Hills Regional High School District in the County of Somerset in the State of New Jersey.