

MISSION STATEMENT

We are committed to achieving the New Jersey Core Curriculum Content Standards at all grade levels and providing a safe and supportive environment where educators inspire, empower, and encourage students to excel.

VISION STATEMENT

Students will become life-long learners, critical thinkers, and creative problem solvers who achieve success as honorable members of society.

WORKSHOP MEETING on March 8, 2010, Administration Building, One Crest Way, Aberdeen, New Jersey.

I. CALL TO ORDER

Board President Mr. Kenny called the Committee of the Whole Workshop Meeting to order at 7:01 PM.

II. PLEDGE OF ALLEGIENCE

III. STATEMENT OF ADEQUATE NOTICE

Mr. Kenny read the following Statement:

“The New Jersey Open Public Meeting Law was enacted to insure the right of the public to have advance notice of and to attend the meetings of public bodies at which any business affecting their interest is discussed or agreed upon. In accordance with the provision of this act, the Matawan-Aberdeen Regional School District Board of Education at its annual Organization Meeting adopted a schedule of the year’s regular meetings and said schedule was posted publicly, sent to our official newspaper, the Municipal Clerks of the Borough of Matawan and the Township of Aberdeen, and the Aberdeen-Matawan Joint Free Public Library, within seven days following the Organization Meeting.”

IV. ROLL CALL

Present: Mr. Kenny, Dr. Gambino, Dr. Delaney, Mr. Ruprecht, Ms. Rubino
Mr. Warren, Mr. O’Connell, Ms. Hayward
Absent: Mr. Donaghue
Also Present: Dr. O’Malley, Mr. Glastein, Ms. Irons

**V. COMMENTS & QUESTIONS FROM PUBLIC
RELATING TO BOARD AGENDA ITEMS**

Various Aberdeen and Matawan residents made comments, expressed concern, and/or raised questions regarding the following items included in the agenda to which Dr. O'Malley, Mr. Kenny, Ms. Irons and Mr. Glastein responded:

Mr. Carl Kosmya,

- The difference between the Superintendent's original contract and the new one. Mr. Kenny stated there are very few differences. The intent was to provide an extension of two years. Another difference is the inability of the Superintendent to cash out five vacations days at the end of the year. The other difference is a provision that allows the Superintendent to swap certain benefits but will not increase the salary.
- Wanted to verify if that Dr. O'Malley does not get paid for vacation days left over. Mr. Kenny does not believe that has changed from the previous contract.
- Reviewed the salary provision regarding the \$3,000 per year raise. The original contract is \$9,000 higher due to the Superintendent's raise last year. Mr. Kenny stated there was a salary increase.
- The health insurance plan being offered is the same as offered to employees. Mr. Kenny stated it is the same.
- The extension of the Superintendent's contract will exempt him from future legislation such as contribution to insurance premiums. Mr. Kenny stated the Superintendent presently contributes to his health insurance. The goal of the contract is to give the District stability.

Mr. Bob Casagrande, Matawan,

- Concerned that the Superintendent can terminate the contract with three months notice when the search for a new Superintendent will take longer. Mr. Kenny stated that provision was in the original contract and is customary.

Mr. Gorman,

- Questioned how the administration reached the savings figures for privatizing the custodians and by laying off the 36 custodians. Dr. O'Malley stated a 3rd party service reviewed the numbers. Mr. Gorman stated that a company called Edvocate lists the District as one of their clients. Would like to know if this is the company and requested any information given by this company be shared with the MRTA. Ms. Irons stated information will be provided in the bid specs that will be available by the end of the week.

Ms. Breslin,

- What bargaining unit will the behaviorist and reading/writing coach fall under? Mr. Glastein stated they both will be under the MRTA.

Lynn Dehart,

- Is concerned about the privatization of the custodial staff and questioned how the District could go from a \$2 Million surplus last year to the financial problems of today. Dr. O'Malley stated that biggest challenge is the potential cut in State Aid.
- Would like to view a detailed budget. Ms. Irons stated the budget will be advertised this week.

Mr. Carl Kosmyna,

- Does not envy the position the Board is in. Requests the Board increase the tax levy to the cap, which is 4% and let the community decide if they want to keep all programs and employees.

Mr. Glastein clarified that the Behaviorist position is a separate consultant and will not fall under the MRTA unit.

Ms. Martinez,

- Concerned about the privatization of the custodians and how that will affect the safety of the students. Mr. Kenny stated he has two daughters in this District as well. The Board has been reassured that the custodians will be screened and hopes to deal with a company that is responsible with its criminal background checks.
- Ms. Kruzik, Cliffwood Beach,
- Would like to see the Board take out the 2% tax increase cap in the contract because the public should decide whether they want the increase or not.

VI. PERSONNEL

Motion by Mr. Warren, seconded by Ms. Heyward.

There were comments and questions from the Board regarding the Superintendent's contract.

Mr. O'Connell had several comments and questions about the contract:

- Indicated that the Superintendent is an elected official elsewhere and as such wants to protect the public. He would like to make it visible to the Board any individuals or companies that have donated to his campaign.

- The Superintendent will receive additional compensation if he has to take over other duties within the District, but the contract does not define the amount. Would like to see the ambiguity fixed. Mr. Kenny stated that part was left unchanged from the prior contract and believes there has to be some sense of trust between the parties. Mr. Kenny stated the contract was discussed extensively in the executive sessions.

Ms. Rubino stated the Board still has questions and does not feel comfortable with the current contract.

Mr. O'Connell continued with his comments and questions:

- Are all employees are afforded the benefit of 48 hour advance and the ability to be present when the Board will be discussing the Superintendent's employment. Mr. Kenny stated no.
- The minimum salary increase is \$3,000 and may be more based upon performance and/or Board goals. There is no provision in the contract for the Board to add additional goals going forward.
- Inquired if the medical benefits Dr. O'Malley receives are the same as the rest of the employees. The contract says NJ Blue Cross/Blue Shield but the District is in the State health benefit plans. Also does not want to be locked into the wording that the Superintendent pays 1% of his salary towards benefits.
- If the Superintendent can exchange benefits in favor of a retirement annuity. Mr. Kenny stated it was meant for the swapping of dues or professional fees from one organization to another. Mr. O'Connell believes it should be included in the paragraph about membership fees.
- For job performance would like it to include a detailed explanation of the shortcoming or unsatisfactory performance.
- Does not agree with the termination clause in the contract. The Superintendent is obligated to give the Board 90 days notice however the Board has to give the Superintendent 1 year plus 30 days. It would be in the best interest of the Board to be notified 1 year plus 60 days in advance of contract end this way future Boards will not be confused and give the Superintendent 1 year plus 1 day notice

Motion by Mr. O'Connell, seconded by Dr. Gambino to table the vote on the Superintendent's contract:

SPLIT VOTE:

ROLL CALL VOTE:	AYES	NAYS	ABSENT	ABSTAIN
	4	4	1	
		Delaney, Warren, Hayward, Kenny	Donaghue	

MOTION FAILS:

- Mr. Ruprecht spoke extensively with Mr. Kenny and Dr. O’Malley and fully wants Dr. O’Malley to lead the District, but listening tonight and taking into account the problems with the contract, he would like further discussion to take place. The contract needs to be an example going forward. Mr. Kenny stated the issues are very minor and would like to see the contract move forward.
- Mr. O’Connell stated the Board’s energy should be spent preserving the services to the students. Renewing the contract for another two years is not necessary and there is no compelling reason to do so.
- Mr. O’Connell stated the contract language should be tightened to protect future Boards and it is inappropriate to discuss the contract during these times. Mr. Kenny stated the Board has worked in executive session in order to come to the table with a finished product that could be voted on. Some members of the Board chose not to participate in the process.
- Mr. O’Connell stated the District has a leader for the next two years and has spent too much time on one person’s contract.
- Dr. Gambino agreed with Mr. O’Connell’s statements. There is 16 months before the contract expires and there are a lot bigger fish to fry. In June he voted against Dr. O’Malley’s raise because he is concerned with people losing their houses and class size increasing. It’s almost March and the Board still has not evaluated the Superintendent.
- Dr. Gambino is disappointed the Board attorney is not present to discuss the contract.
- Mr. Warren stated the intent here was the extension of the contract and not a renegotiation of the contract. If the contract is not approved it will once again have to go through attorney review and receive approval from the County Superintendent. Hopes that Dr. O’Malley does not find another job in the mean time.
- Mr. O’Connell said he skipped many pages and does not believe the Board is starting from scratch with the contract. The budget should be the focus here because there are firm deadlines set by the State.

- Ms. Hayward stated that Mr. Donaghue has always said that the District needs consistency and that is why there is urgency for the contract extension. The District is receiving a commitment from this Superintendent to get them through these economic challenges.
- Ms. Rubino noted that even though the Board did meet a few times it did not come to a consensus and had sent emails requesting items be changed in the contract.
- Dr. Delaney asked that the Board vote on the contract.

Action Item

1. BE IT RESOLVED, that the employment contract of Superintendent of Schools Richard O’Malley be rescinded by mutual consent effective immediately;

BE IT FURTHER RESOLVED, that Richard O’Malley be appointed as Superintendent of Schools for a term commencing March 8, 2010 through June 30, 2014, with such other terms and conditions of employment as are set forth in a written employment agreement that has been approved by the Monmouth County Executive Superintendent, and is hereby approved by the Board of Education (ATTACHMENT #1).

SPLIT VOTE:

ROLL CALL VOTE:	AYES	NAYS	ABSENT	ABSTAIN
	5	3	1	
		Gambino, O’Connell, Rubino	Donaghue	

VII. PROGRAM

Motion by _____, seconded by _____.

Dr. O’Malley reviewed the Program agenda.

- There are two overnight field trips and two Special Services placements.
- There were no comments or questions from the Board.

After meeting as The Committee of the Whole with the Superintendent, the Board approves the following items:

A. TRAVEL

B. OTHER

1. **Approve an Overnight field trip** for 17 high school students to attend the Winterguard All-Chapter Championships in Wildwood, New Jersey from Thursday, April 29th to Sunday, May 2nd .

POLICY: 6153 Field Trips

RATIONALE: The Winterguard will be competing in the All-Chapter Championships.

EFFECTIVE DATE: March 23, 2010

Fundraising: \$550.00

Student Cost: \$160.00 each (17 students=\$2,720)

District Costs: \$460.00 (Substitutes & Transportation)

Total Cost: \$3,730

2. **Approve an Overnight field trip** for the Matawan-Aberdeen Middle School Willow Tree Club to attend the Willow Tree Institute at the Madison YMCA in Madison, New Jersey from Saturday, April 17th to Sunday April 18th.

POLICY: 6153 Field Trips

RATIONALE: To permit the MAMS Willow Tree Club to attend an overnight trip whereby the students will participate in a peer leadership institute to learn new ways to deal with peer pressure and return to the district with tools that will assist their peers.

EFFECTIVE DATE: March 23, 2010

Fundraising: \$ 432.00

Student Cost: \$ 25.00 (15 students=\$375.00)

District Costs: \$ 0

Total Cost: \$ 807.00

C. SPECIAL SERVICES

Special Services

1. Students to attend out of district placements for the 2009-2010 School Year Program

Policy: 6171.4 Special Education

STUDENT	AGE	CLASSIFICATION	SCHOOL	REASON	COST	EFF DATE
0001-016	15.10	Emotionally Disabled	Kiva H.S.	Move In	\$4,000.00 (\$1,000 per month)	02/23/10 06/24/10
9906-015	20.4	Autistic	Applied Behavioral Concepts - New Horizons	Returning Student to District	\$6,000.00 (\$400.00 per day-1 day per week for 15 weeks)	03/11/10 06/24/10

VIII. PERSONNEL

MOTION BY: _____, SECONDED BY: _____.

Mr. Glastein reviewed the Personnel Agenda.

- Mr. Ruprecht stated that on page 3 for Home Instruction the frequency column should reflect number of days per week.
- Mr. Warren asked Mr. Glastein what he requested for the salary adjustment. Mr. Glastein stated he required a paper or a portfolio from the teacher seeking the salary adjustment.

The Superintendent recommends:

A. RESIGNATIONS/RETIREMENTS

POLICY: 4112.1 Individual Contracts-Certificated Staff
 4212.1 Individual Contracts Non-Certificated Staff

NAME	LOC	POSITION	REASON	DATE EMP.	EFF. DATE
COLLINS, SUSAN C.	ST	Teacher of Special Education	Retirement	4/7/1980	6/30/10

B. LEAVES OF ABSENCE

POLICY: 4151 Attendance Patterns
 4151.1 Personal Illness and Injury/Health and Hardship

NAME	LOC	POSITION	TYPE OF LEAVE	WITH/ W/O PAY	EFF. DATE
HUNT, MICHELE	MA	Child Study Team School Social Worker	Maternity Leave Disability Phase	With	4/19/10 – 5/14/10
			Maternity Leave Disability Phase Child Care	With	5/17/10 – 6/30/10
KARATZIA, NICOLE	HS	Teacher of Physical Education & Health	Maternity Leave Disability Phase	With	5/10/10 – 5/21/10
			Maternity Leave Disability Phase Child Care	With	5/24/10 – 6/30/10
KAESER, REGINA	CO	Bus/Van Driver	Medical Leave	Without	3/2/10 (PM) – TBD (Retroactive)
LONGO, ANDREA	LR	Teacher of Special Education	Personal	Without	4/8/10 – 4/9/10

C. APPOINTMENTS

POLICY: 4111/4211 *Recruiting, Selection and Hiring*
 4142/4242 *Salary Checks and Deductions*
 4122 *Substitute Teachers Student Teachers/Interns*
 4213/4214 *Assignment/Transfer*

1. APPOINTMENTS

NAME	LOC	POSITION	No. Demo Lesson	STEP	SALARY/ STIPEND	# INT	REPLACE REASON	EFF. DATE
PERULLO, DIANE	HS	Teacher of Language Arts	N/A	N/A	PER DIEM \$125.00/Day	1	Castelli (Maternity Leave)	4/27/10 – 6/30/10
TBD	CO	Transportation Assistant P/T	N/A	TBD	TBD	TBD	New	3/23/10 – 6/30/10

NOTE: The law on background checks requires ultimate clearance prior to any employment becoming final

2. SPECIAL EDUCATION - CONSULTANT

NAME	POSITION	RATE
KATZ, CARI	LDT/C	\$275.00 PER DIEM

RATIONALE: This individual will provide required services to the Child Study Team under the supervision of the Director of Special Services.

COST: As indicated above

ACCOUNT: #

EFFECTIVE: 3/2/10 (Retroactive)

3. **SUBSTITUTES**

TRANSPORTATION	ACCOUNT: 11-XXX-270-160-XX-XXXX-9
CUSTODIAN	ACCOUNT: 11-XXX-262-116-XX-XXXX-9

NOTE: The law on background checks requires ultimate clearance prior to any employment becoming final.

4. **SALARY ADJUSTMENTS – MRTA**

	NAME	LOC	FROM	TO	2009/2010	INSTITUTION
1	HYNES, GINA	MAMS	C-07 BA \$46,450.00	E-07 (MA)	\$53,630.00	Walden University

RATIONALE: Additional College Credits/Degrees Earned

COST: Per MRTA Salary Guide

ACCOUNT: Contractual Salaries

EFFECTIVE DATE: 2/1/10 (Retroactive)

5. **COLLEGE STUDENT OBSERVER**

NAME	COLLEGE/ UNIVERSITY	COOPERATING TEACHER/ ADMINISTRATOR	SCHOOL/AREA
VELLA, LOUISE	Brookdale Community College/New Pathways to Teaching	ANN MARIE FRICCHIONE	MAMS – World Language (Italian) STUDENT OBSERVER April 2010 – 4 Hours

RATIONALE: Student will be able to complete course work requirements toward degrees and Certifications

COST: None

EFFECTIVE DATE: 2009/2010 School year

6. **VOLUNTEER – ACTIVITIES – HIGH SCHOOL**

	NAME	LOC	ACTIVITY
1	STEAD, TOM	HS	FRESHMANS BOYS BASEBALL
2	SMITH, JOHN	HS	BOYS SPRING TRACK

7. HOME INSTRUCTION – HIGH SCHOOL

I.D.	Subject/ Class	Loc	Classroom Teacher	Home Instruction Teacher For Approval	Hours Per Week	No. Of Weeks/Days Per Week	Total No. Of Hours Per Subject/ Class	Effective Dates
158486	English 2	HS	Malave, Robert	Gregg, Jenifer	2	8 Days	4 Hours	3/1/10 – 3/10/10 (Retroactive)
158486	Lab Ecology	HS	Tomasello, Louise	Tomasello, Louise	2	8 Days	4 Hours	3/1/10 – 3/10/10 (Retroactive)
158486	Elements of Geometry	HS	Komito, Marc	Butler, Jacqueline	2	8 Days	4 Hours	3/1/10 – 3/10/10 (Retroactive)
158486	US History 2	HS	Kaiser, Heather	Kaiser, Heather	2	8 Days	4 Hours	3/1/10 – 3/10/10 (Retroactive)
123151	US History 1	HS	Marsh, Charles	Marsh, Charles	2	25 Days	10 Hours	2/18/10 – 3/16/10 (Retroactive)
123151	Geometry	HS	Stetz, Diane	Stetz, Diane	2	25 Days	10 Hours	2/18/10 – 3/16/10 (Retroactive)
123151	Lab Chemistry	HS	McGovern, Timothy	Milan, Gregory	2	25 Days	10 Hours	2/18/10 – 3/16/10 (Retroactive)
123151	English 2	HS	Malave, Robert	Segui, Jessica	2	25 Days	10 Hours	2/18/10 – 3/16/10 (Retroactive)

RATIONALE: Home Instruction required for Student

COST: \$35.00/Hour

ACCOUNT: #11-150-100-101-03-0000-1

8. HOME INSTRUCTOR

NAME	CERTIFICATION	LOCATION
SCHNEIDER, ROGER	TEACHER OF SCIENCE (Physical & Biological)	HIGH SCHOOL

COST: \$35.00/Hour

ACCOUNT: 11-150-100-101-03-0000-1

EFFECTIVE: March 23, 2010

9. NJASK PREPARATION

NAME	ACTIVITY	LOC	HOURS	RATE	EFFECTIVE DATE
TBD	NJASK Preparation English	MAMS	Grade 6	\$35.00/Hour	3/23/10 – 4/30/10
TBD	NJASK Preparation Mathematics	MAMS	Grade 6	\$35.00/Hour L	3/23/10 – 4/30/10
TBD	NJASK Preparation English	MAMS	Grade 7 & 8	\$35.00/Hour	3/23/10 – 4/30/10
TBD	NJASK Preparation Mathematics	MAMS	Grade 7 & 8	\$35.00/Hour	3/23/10 – 4/30/10

RATIONALE: Teacher will tutor students in Mathematics & English to prepare them for the NJASK.

EFFECTIVE: March 23, 2010 – April 23, 2010

COST: \$35.00 As indicated above

10. HIGH SCHOOL SPRING BAND & CHOIR CONCERT

NAME	LOC	POSITION	COST	EFFECTIVE DATE
WATSON, STEPHANIE	HS	PIANIST – Spring Band & Choir Concert	\$30.00/Hour/3Hours TOTAL \$90.00	5/18/10

ACCOUNT # 11-401-100-104-30-1403-7

11. STAFFING ARRAY CHANGES – 2009/2010 School year

NAME	FROM LOC/FT E	ASSIGNME NT	TO LOC/FT E	ASSIGNME NT	EFF DATE/ REASON
SPAUR, ISABEL	ST – 0.60 LR – 0.40	ESL ESL	ST – 0.40 HS – 0.30 LR – 0.30	ESL ESL ESL	2/24/10 – 6/30/10 (Retroactive)

RATIONALE: As indicated above

COST: Per MRTA Contracts

EFFECTIVE DATE: As indicated above - 2009/2010 School year

D. JOB DESCRIPTIONS

1. ELEMENTARY TEACHER/READING/WRITING COACH- (Personnel Attachment 1A)
2. BEHAVIORIST- (Personnel Attachment 1B)

IX. FINANCE / TRANSPORTATION

After meeting as The Committee of the Whole with the Superintendent, the Board approves the following items:

Ms. Irons reviewed the Finance/Transportation agenda:

- The District is going out for bids for the ADA work which is mandated.
- For Transportation there is a change in the per diem rate because there is a student going to the Middle School.

Mr. Warren asked if there were any further changes in the funding announcement regarding the \$1,027,000 being withheld in State Aid. Ms. Irons stated it is unchanged.

A. BUSINESS OPERATIONS

1. **Bills List for March, 2010.** (Available for review in Board Secretary’s Office)
POLICY: 3326 Payment for Goods and Services

February, 2010, Payroll		3,367,307.33
March, 2010, Bills List		
TOTAL:	\$	

2. **Transfer of Funds for February, 2010.** (Available for review in Board Secretary’s Office)
POLICY: 3160 Transfer of Funds Between Line Items/Amendments/Purchases Not Budgeted

WHEREAS NJAC 6:20-2.13 “Over expenditure of Funds” states “a district Board of Education shall not incur any obligation or approve any payment in excess of the amount appropriated by the district Board of Education in the line item pursuant to NJAC 18A:22-8.1”.

NOW THEREFORE BE IT RESOLVED that the attached line item transfer be approved:

3. **The Report of the Treasurer** (Month ending **February, 2010**) which is in agreement with the Board Secretary’s Report. (Available for review in Board Secretary’s Office)
POLICY: 3571 Financial Reports
4. **The Board Secretary’s Financial Report for the month of February, 2010** as follows. (Available for review in Board Secretary’s Office)
POLICY: 3571 Financial Reports

The Board of Education hereby accepts the Board Secretary’s Financial Report for the month of **February, 2010**, as per the procedure instituted by the State Department of Education, wherein the required certification by the Board Secretary is adhered to in the attachment.

Pursuant to N.J.A.C. 6:20-2:13(e), the Board of Education certify that as of **February 28, 2010**; and after review of the Secretary’s monthly financial report for the same month (appropriations section), and upon consultation with the appropriate district officials, to the best of their knowledge no major account or fund has been over expended in violation of N.J.A.C. 6:20-3:13(b), and that sufficient funds are available to meet the District’s financial obligations for the remainder of the fiscal year.

B. TRANSPORTATION

**Transportation Route Renewals, Bid Routes, Negotiated Routes, and Jointures;
Contract Award for Vehicle bid**

POLICY: 3541.1 Transportation Routes and Services

a. Jointure Routes for the 2009-2010 School Year.

<i>RTE.#</i>	<i>DESTINATION(S)</i>	<i>HOST</i>	<i>JOINER</i>	<i># OF DAYS</i>	<i>JOINER PER DIEM</i>	<i>EFF. DATE</i>	<i>COST</i>
<i>9169</i>	<i>Nexus Language Builders</i>	<i>MOESC</i>	<i>MARSD</i> <i>1 Student</i>	<i>30</i>	<i>\$218.02</i> <i>w/aide</i>	<i>3/1/10-4/1/10</i>	<i>\$6,540.60</i>

b. Bid Routes for the 2009-2010 School Year.

RTE.#	DESTINATION	CONTRACTOR	# OF DAYS/TRIPS	PER DIEM/TRIP	EFFEC. DATE	COST
638 Addendum	Lakeview School	Milu Bus Co.	40	\$83.98	3/3/10-6/30/10	\$3,359.20

Move to approve upon the recommendation of the Superintendent the following resolution:

Motion by Mr. Warren, seconded by Mr. O’Connell.

Dr. O’Malley reviewed the Power Point presentation regarding the tentative budget for 2010-2011. The Board members received the presentation in their Board packets.

The Board needs to approve the tentative budget so the District can submit it to the County Superintendent for approval and advertise it in the newspaper.
There were comments and questions from the Board:

- Mr. O'Connell questioned how Dr. O'Malley arrived at the number of teachers being laid off. Dr. O'Malley stated it is made up various teaching positions including the RTI teachers, the Mandarin teacher as well as the Shop teacher. Every department will be affected by the layoffs. Mr. O'Connell asked if the layoffs are proportional to each position. Dr. O'Malley stated he did not look at that but the last place he wanted to affect was the classroom.
- Mr. O'Connell asked if part of the supply and miscellaneous cuts include textbooks and is the District keeping the pace of replacing books every six years or less? Dr. O'Malley stated with the current cuts the books are not being replaced at a rate the District would want. The books at the elementary level come out of the consumable account.
- Mr. Warren stated a portion of the budget is for salary increases. If there was a concession by the union to forgo increases could some of the additional staff be saved. Dr. O'Malley answered that it would be up to the Board how to utilize those funds.
- Mr. Warren asked if there is another round of cuts next year which programs will take priority. Would like to see a computer programming class.
- Mr. Ruprecht stated the left side of the cut slide indicates salaries and benefits while the right side shows fixed costs. Asked Dr. O'Malley the result of increasing the cuts to right side would mean. Dr. O'Malley stated the situation gets bleaker as the cuts move to the right hand side. What the Board decides this year will affect the budget for the following year.
- Mr. Ruprecht inquired if layoffs were happening in every town. Dr. O'Malley stated Cherry Hill is laying off 178 people while Keansburg is laying off 80.
- Mr. Ruprecht asked when the final budget numbers have to be given to the State. Dr. O'Malley said it would have to happen during spring break.
- Mr. O'Connell is concerned about the liability the health benefits waiver creates for the District because the obligation to pay it does not go away.
- Dr. Gambino stated the loss of 78 employees concerns him and would hope the union makes concessions so that some jobs can be saved. Also concerned with the privatization of the custodians and the increase in class size.
- Ms. Rubino stated there are many concerns in this budget. Appreciates that the District is not privatizing the aides and the transportation department. Concerned with the security aspect of privatizing the custodians.
- Ms. Rubino questioned if the maintenance workers and custodians fall under the same umbrella and if there are differences in their job responsibilities. Also, how did the administration prioritize who got cut? Mr. Kenny stated it

was a good thing that the District was keeping the maintenance workers. Dr. O'Malley stated there are differences in the responsibilities and some of the maintenance workers are electricians or plumbers.

BE IT RESOLVED, that the tentative budget be approved for the 2010-2011 School Year and the Secretary to the Board of Education be authorized to submit the tentative budget to the Monmouth County Executive Superintendent of Schools for approval as follows:

Anticipated Enrollment	3,854		
Expenditures		Revenue	
General Current Expense	56,857,391	General Fund	
Capital Outlay	225,685	Budgeted Fund Balance	405,940
Special Schools	88,882	Withdrawal from Cap Res	162,733
		Local Tax Levy	44,677,896
Special Revenue Fund	1,330,330	Misc Revenue	217,050
Repayment of Debt	2,498,646	Tuition	72,000
		State Aid	11,616,339
		Federal Aid	20,000
Total Expenditures	61,000,934	Special Revenue Fund	
		State Aid	46,951
		Federal Aid	1,283,379
		Debt Service Fund	
		Budgeted Fund Balance	162,734
		Local Tax Levy	2,335,912
		State Aid	0
		Total Revenue	61,000,934

The proposed budget includes sufficient funds to provide curriculum and instruction which will enable all students to achieve the Core Curriculum Content Standards, and is in compliance with N.J.S.A. 18A and N.J.A.C. Title 6 and 6A.

BE IT RESOLVED to acknowledge that the 2010-2011 school year budget as described results in a general fund tax levy of \$44,677,896 and a debt service tax levy of \$2,335,912 for a total tax levy of \$47,013,808; and

BE IT RESOLVED that once the State Aid numbers have been released after the Governor's budget message, any changes necessary will be made at the required public hearing on March 22, 2010; and

BE IT RESOLVED that a withdrawal from the Capital Reserve Other Capital Project of \$162,733 for costs related to the required ADA work which represents expenditures for the health and safety of the students.

BE IT RESOLVED that the School Business Administrator/Board Secretary is authorized to advertise said tentative budget in the Asbury Park Press without County Office approval of the budget, as directed by the Department of Education in accordance with the format required by the State Department of Education and according to law; and

BE IT RESOLVED in accordance with the N.J.A.C. 6A:23B-1.2(b), the proposed budget provides for a maximum expenditure amount that may be allotted for travel and expense reimbursement. The 2010-2011 tentative budget includes a maximum travel appropriation of \$42,017.25 for all staff and board members; and

BE IT FURTHER RESOLVED that a public hearing will be held in Board Room of the Administrative Offices at One Crest Way, Aberdeen, NJ 07747 on March 22, 2010 at 8:00PM for a public hearing on the budget for the 2010-2011 school year.

SPLIT VOTE:

ROLL CALL VOTE:	AYES	NAYS	ABSENT	ABSTAIN
	7	1	1	
		Gambino	Donaghue	

Policy

Motion _____, seconded by _____.

Mr. Kenny had the Board review the 8000 series of the policies for discussion.

#8311 – Mr. Warren asked if this covers staff email which it does.

#8453 – Ms. Hayward wanted to make sure a 12 year old can not give consent.

#8690 – Ms. Rubino inquired if all buses have cameras. Ms. Irons stated all do except the new van and they are in the process of getting a camera for it.

#8820 – Ms. Rubino asked if anyone knew who Commodore John Barry is because there is a holiday for him. Dr. O'Malley stated State law recognizes it as a holiday.

#8540 – Dr. O'Malley stated that in the 3rd paragraph, page 1 of 2, the District does not place an advertisement in the paper, parents are notified of the free/reduced lunch program with the summer mailing.

After meeting as The Committee of the Whole with the Superintendent, the Board approves the following policies:

IX. OPERATIONS

<u>Number</u>	<u>Title</u>
8110	Attendance Areas
8130	School Organization
8140	Pupil Enrollments
8210	School Year
8220	School Day
8311	Managing Electronic Mail
8335	Family Educational Rights and Privacy Act
8441	Care of Injured and Ill Persons
8442	Reporting Accidents
8451	Control of Communicable Disease
8453	HIV/AIDS
8465	Hate Crimes and Bias-Related Acts
8470	Response to Concerted Job Action
8500	Food Services
8505	School Nutrition
8506	School Lunch Program Biosecurity Plan
8540	Free and Reduced Rate Meals
8601	Pupil Supervision After School Dismissal
8635	Pupil Transportation Vehicles and School Buses
8651	Community Use of Transportation
8660	Transportation by Private Vehicle
8690	Monitoring Devices on School Vehicles
8710	Property Insurance
8740	Bonding
8750	Employee Indemnification
8760	Pupil Accident Insurance
8770	School Board Insurance Group
8810	Religious Holidays
8820	Ceremonies and Observances

**XI. COMMENTS & QUESTIONS FROM PUBLIC
RELATING TO ADDITIONAL CONCERNS:**

Various Aberdeen and Matawan residents made comments, expressed concern, and/or raised questions regarding the following items included in the agenda to which Dr. O'Malley, Mr. Kenny and Mr. O'Connell responded.

Mr. Kosmyna, MRTA,

- Once the budget goes before the public for a vote, can future Boards change the allocation of what those funds are used for. Dr. O'Malley stated that determination would fall under the administration.
- Is the administration looking at classes with a minimum class size. Dr. O'Malley answered that they are looking at all classes.
- Reiterated that the information about the privatization including the bid specs will be available this Friday. Dr. O'Malley stated the OPRA request will be answered within 7 days as is State law. The bid specs will be available Friday.

Ms. Martinez,

- With respect to security, would it be better to cut the maintenance staff instead of the custodians. Dr. O'Malley stated the financial impact of laying off 5 employees is not as great as compared to 36 employees.
- Asked if anything has been conceded by the union in terms of co-pays or benefits. Dr. O'Malley stated the union has been working with the Board and negotiations are ongoing.

Ms. Kruzik, Cliffwood Beach,

- Apprehensive of the proposed budget because the community does not know the details behind the cuts, such as the employees, electives and clubs being effected. Dr. O'Malley stated more details will be given when the State Aid figures are released but can not reveal the names of employees being laid off.

Mr. Aitken, 65 Juniper Place,

- Noted that Hazlet was able to get solar panels and it did not cost them a dime to install them. Urges to the Board to look into cost saving measures like this because electricity costs will be easier to budget.
- Grateful that the MRTA was willing to let the taxes increase by the cap figure of 4%. Does not believe it is right to lay people off while other employees are getting raises. Would like the community to pull together and get a fair deal for everyone.

Mr. O'Connell believes the Board is making the budget process transparent because the date of the public hearing on the budget was moved up to March 22nd to allow community participation while school was in session.

Mr. O'Connell would also like to see the detailed report for the budget.

XII. OLD BUSINESS

- Mr. Ruprecht stated that even though the Board may cut certain clubs that does not mean those clubs can't survive. Hopes volunteers would come forward for clubs that do not receive funding.
- Mr. Warren understands the concerns the public has with the privatization of the custodians, however, those concerns will be addressed in the bid package.
- Mr. Warren discussed the college readiness committee's recommendations and that the District still has the normal day to day obligations of educating. Do any Board members have a comment or a concern? Mr. Ruprecht stated the recommendations should be reviewed with Dr. O'Malley and the association.

XIII. NEW BUSINESS

- There was no new business from the Board.

XIV. EXECUTIVE SESSION

A motion by Mr. Ruprecht, seconded by Ms. Hayward for the Board to enter into Executive Session for Negotiations.

XV. ADJOURNMENT

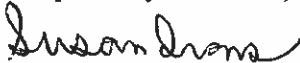
A motion by Mr. Ruprecht, seconded by Ms. Hayward.

RECOMMEND: That the meeting be adjourned. The public portion of the Regular Action meeting adjourned at **9:50 PM**.

UNANIMOUS VOTE:

ROLL CALL VOTE:	AYES	NAYS	ABSENT	ABSTAIN
	8		1	
			Donaghue	

Respectfully submitted,



Susan A. Irons
Business Administrator/Board Secretary

**MATAWAN-ABERDEEN REGIONAL SCHOOL DISTRICT
BOARD OF EDUCATION**

**SUPERINTENDENT'S CONTRACT
March 8, 2010 – June 30, 2014**

1. TERM

The Board, in consideration of promises herein contained of the Superintendent, hereby employs, and the Superintendent hereby accepts employment as Superintendent of Schools for a term commencing March 8, 2010, and expiring midnight June 30, 2014.

2. SUPERINTENDENT RESPONSIBILITIES

The Superintendent shall be the chief executive and administrative officer of the Board and shall have general supervision over all aspects, including the fiscal operations and instructional programs of the district, and shall arrange the administrative and supervisory staff, including instruction and business affairs in a manner which, in his judgment, best services the district. The selection, placement, transfer, renewal and dismissal of personnel, both instructional and noninstructional, shall occur only upon the recommendation of the Superintendent, subject to Board approval, and the nonrenewal of personnel shall occur upon the Superintendent's notification to the employee and the Board.

Employment shall be on a full-time basis, and the Superintendent shall, during the term of this Agreement, accept no other employment from any other source, including but not limited to, consultative work, speaking arrangements, writing, lecturing, or other professional duties for compensation, except as previously agreed to by the Board. Approval shall not be unreasonably withheld provided the outside work does not interfere with District business.

The Board agrees that the CSA shall be permitted to continue his participation in the NJ Leaders to Leaders Mentoring Program. Any other activities that have been

THIS EMPLOYMENT CONTRACT is made and entered into this 8th day of
_March, 2010 by and between the **Matawan-Aberdeen Regional School District Board
Of Education**, with offices located at One Crest Way, Aberdeen, New Jersey (hereinafter
referred to as the “Board”), and **Richard O’Malley** (hereinafter referred to as the
“Superintendent”).

WITNESSETH:

WHEREAS, the Board desires to provide the Superintendent with a written
employment contract in order to enhance administrative stability and continuity within
the schools, and,

WHEREAS, the Board seeks a Superintendent to provide quality analysis to the
Board to assist in the Board’s policy making role; and

WHEREAS, the Board seeks a Superintendent to meet the District’s objectives to
raise student performance in order to place in the top 25% in state testing within the
District Factor Group; and

WHEREAS, the Board and the Superintendent believe that a written employment
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;

NOW, THEREFORE, the Board and the Superintendent, for the consideration
herein specified, agree as follows:

approved by the Board and requires the Superintendent to be absent from the School District for more than one full working day shall be reported to the Board President.

The Superintendent currently serves as an elected official in the township in which he resides. The Board agrees to permit such service and permits the Superintendent to receive whatever compensation attaches to such position.

The members of the Board, individually and collectively, will refer to the Superintendent any and all criticisms, complaints and suggestions concerning the operation and management of the district called to their attention. The Board will not take action on any such criticisms, complaints, and/or suggestions until they are discussed by the Board members at a scheduled meeting of the Board and a consensus sought to direct the Superintendent to study, recommend, and/or take action. The Superintendent shall have the right to contact the Board attorney for legal assistance as the need arises in carrying out his duties.

All duties assigned to the Superintendent by the Board should be appropriate to and consistent with the professional role and responsibility of the Superintendent, and shall be set by Board policy and in the job description (attached hereto and incorporated herein by reference), which may be modified by mutual agreement from time to time, consistent with the intent set forth above. In the event the duties of the Superintendent increase substantially during the term of this Employment Contract by, e.g., taking on the duties or title of another position, the Board shall increase his compensation commensurate with the increased duties and responsibilities.

The parties agree that the Superintendent shall attend all Board meetings and committee meetings of the Board and his delegate has the right to make

recommendations to the Board or committee with respect to any proposed action or policy. The parties also agree that 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, is permitted to be present during such discussions, is given the opportunity to address the Board, and is permitted to have a representative of his choosing speak on his behalf. 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 Meeting s Act.

Performance

The Superintendent agrees to faithfully perform the duties of his position as set forth in the job description for his position in accordance with applicable laws, regulations, policies and directives.

3. COMPENSATION

During the term of this Employment Contract, including any extension thereof, the Superintendent shall not be reduced in compensation, including salary and benefits. Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract, but it shall not be deemed that the Board and the Superintendent have entered into a new employment contract. Notice of such alternations or adjustments shall be consistent with *N.J.S.A. 18A:11-11*.

A. Salary The Board shall provide the following salary as part of the Superintendent's compensation:

1. **Initial Salary.**

The Board shall pay the Superintendent an annualized salary of \$185,000.00, prorated for the period March 8, 2010 through June 30, 2010.

This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

2. **Minimum Salary Increase.**

The Board will grant the Superintendent a minimum base salary increase of \$3,000. every twelve (12) months beginning July 1, 2010. Additional annual increases beyond the minimum increase set forth above may be provided based upon the Superintendent's performance/board goals at the sole discretion of the Board.

1. All students will be reading and writing at grade level by the end of the third grade by school year 2011-2012. Reading progress will be maintained and measured by cohort going forward.

2. Tax levy increases to support the budget shall be less than 2% annually.

3. Our district, at all tested grade levels, shall rank among the top fifteen in the below group on the state assessment exams for total proficiency and advanced proficiency.

3. **Salary Deductions.**

The following compulsory deductions will be made from the Superintendent's paychecks: federal income tax, state income tax, and FICA.

B. Leaves. The Board shall provide the following leaves as part of the Superintendent's compensation:

1. Vacation.

The Superintendent shall be granted twenty (20) vacation days each school year. All days for each year shall be available upon July 1st of each year. Vacation days may be carried over and, at the conclusion of the Superintendent's employment, any unused days paid to him to the extent permitted by applicable provisions of Title 18A of the New Jersey statutes or Title 6A of the New Jersey Administrative Code. The Superintendent shall be permitted to take vacation days at any time after consultation with the Board President. The Board, through its human resources office, shall be responsible for maintaining written documentation of the Superintendent's earned, used and unused vacation days.

2. Holidays.

The Superintendent shall be entitled to all holidays granted to 12 month administrators in the district.

3. Sick Leave.

The Superintendent shall be allowed twelve (12) days sick leave annually, beginning July 1, 2010 (pro-rated for the remainder of the 2009-2010 school year). The unused portion of such leave, at the end of each school year, shall be cumulative. There shall be no payment for unused accumulated sick days upon the expiration or termination of this contract.

4. Personal Leave.

The Superintendent shall be granted personal a maximum of three (3) personal days each year beginning July 1, 2010, for personal matters including family illness, bereavements or personal matters, which require absence during school hours, to be used at his discretion.

- C. **Medical Insurance.** The Board shall provide, as part of the Superintendent's compensation, the following medical insurance: individual and family coverage of the New Jersey Blue Cross Hospital Service Plan, the New Jersey Blue Shield Medical Surgical Plan, dependant coverage, and major medical coverage. In addition, the Board shall provide the Superintendent with and pay amounts premiums for individual and family in the Dental, Prescription and Vision care plans offered to other District employees. In the event the Board changes insurance carriers and/or level of coverage or benefits provided other employees, that same change shall apply to the Superintendent; however, in no event shall the Superintendent receive any lesser benefits than any other employees in the District. The Superintendent shall pay 1% of his annual base salary toward the premiums for these medical insurance coverages.

Contributions shall be received through payroll deductions in equal installments.

- D. Other Insurance.** The following insurance will be provided as part of the Superintendent's compensation:

1. Disability Insurance.

While employed, the Board shall purchase a disability income policy for the Superintendent that will provide a monthly income for life to the Superintendent in an amount equal to at least sixty-six (66%) of his then current salary in the event he becomes disabled. The cost of this policy shall be paid by the Board of Education.

2. Other.

The Board shall reimburse the Superintendent for all other related expenses that are not covered. These expenses shall not exceed \$1,400 annually (pro-rated in the 2009-2010 school year). It shall be a condition precedent for reimbursement under this section that the Superintendent submit a receipt and voucher for payment prior to being reimbursed.

- E. Job Related Expenses.**

Travel Expense.

The Board shall reimburse the Superintendent for job-related expenses including, but not limited to, transportation expenses and sustenance, consistent with state law. Reimbursement for mileage will be at the prevailing GSA rate and consistent with State law.

Computer.

The Board shall provide the Superintendent with a laptop computer and other necessary equipment for his use during the duration of the contract.

The Board shall be responsible for maintaining said computer.

Cellular Telephone.

The Board shall provide the Superintendent with a cellular telephone and shall pay the monthly charges, including business-related telephone call charges to a maximum of \$110/month. Incidental personal use by the Superintendent shall be permitted.

F. Indemnification.

The Board shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims suits, actions, and legal proceedings of any kind brought against the Superintendent in his capacity as an agent and/or employee of the Board. If, in the good faith opinion of the Superintendent, a conflict exists in regard to the defense of any claim, demand or action brought against him, and the position of the Board in relation thereto, the Superintendent may engage his own legal counsel, in which event the Board shall indemnify the Superintendent for the costs of his legal defense.

G. Medical Examination.

The Superintendent shall undergo a physical examination once in every year by a doctor chosen by the Superintendent at the expense of the Board of Education. Said examination shall include such diagnostic tests, laboratory tests and other

procedures and examinations as may be determined appropriate by the physician engaged by the Superintendent of Schools.

H. Exchange of Benefits

___To the extent not otherwise prohibited by law, in each school year, and on reasonable notice to the Board, the Superintendent may waive all or part of any fringe benefit for which the Board is expending a fixed sum of money in return for an exchange of the same amount to another benefit (excluding a salary increase) of the Superintendent's choice.

4 PROFESSIONAL GROWTH OF SUPERINTENDENT

The Board encourages the continuing professional growth of the Superintendent through his participation, as he might decide in light of his responsibilities as the Superintendent in the appropriate activities.

In its encouragement, the Board shall permit a reasonable amount of release time for the Superintendent, as he deems appropriate, to attend such matters and shall pay all necessary travel, registration and sustenance, as permitted by State law. The Board shall pay the costs associated with any state-mandated continuing education for the Superintendent including his professional growth plan. The Board shall also pay the costs each year for the Superintendent's attendance at one national and two state conventions/conferences for superintendents.

5. MEMBERSHIP FEES

The Board shall pay one hundred percent (100%) of the Superintendent's fees and/or charges to the American Association of School Administrators, the New Jersey Association of School Administrators and other professional/civic groups at the option of the Superintendent, which the Superintendent deems necessary to maintain and/or improve his professional skills.

6. EVALUATION

The Board shall evaluate the Superintendent in the manner required by applicable provisions of Title 18A of the New Jersey statutes and Title 6A of the New Jersey Administrative Code. To the extent not prohibited thereby, the Board shall evaluate the performance of the Superintendent at least once a year, on or before April 1. It shall be the Board's responsibility to ensure completion of the annual evaluation of the Superintendent.

The Superintendent's annual evaluation shall be in writing, shall include areas of commendation and recommendation, and shall provide direction as to any aspects of performance in need of improvement. Before final Board action, a copy shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The annual evaluation shall be based upon the Superintendent's progress in achieving the Board goals, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent (attached hereto and incorporated herein by reference), and such other criteria as the State Board of Education shall by regulation prescribe. The Superintendent shall receive a copy of any backup forms utilized in the process. The evaluation format shall be developed and approved

jointly by the Board and the Superintendent within ninety (90) days of the execution of this Employment Contract.

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 evaluation; this response shall become a permanent attachment to the Superintendent's personnel file upon the Superintendent's request. On or before June 1st of each year of this Employment 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.

7. TERMINATION OF EMPLOYMENT CONTRACT

This Employment contract may be terminated by:

- (a) mutual agreement of the parties;
- (b) unilateral termination by the Superintendent upon ninety (90) days written to the Board;
- (c) notification in writing by the Board to the Superintendent, at least one (1) year prior to the expiration of this Employment Contract, of the Board's intent not to renew this Employment Contract. Prior to giving such notification, the Board agrees to provide the Superintendent with 30 days advance notice in writing of its intention to consider doing so and the reasons therefor, and a reasonable opportunity to meet with the Board to

address any concerns regarding his work performance, and to encourage reconsideration of any such intention. The board agrees that, in the event of nonrenewal, it shall not unilaterally relieve the Superintendent of his/her duties during the term of this Employment Contract; or

- (d) In the event the certificate of the Superintendent is revoked, this contract is null and void as of the date of the revocation, consistent with *N.J.S.A.* 18A:17-15.1.
- (e) By the Board, but only for inefficiency, incapacity or conduct unbecoming a Superintendent or other just cause, and then only in the manner preserved by *N.J.S.A.* 18A:6-9, *et seq.*

8. MORALS CLAUSE

This Agreement may also be terminated by the Board without need to proceed under 7(e) above, in the event of conviction or no contest plea to any crime or any offense involving moral turpitude that may touch upon his employment with the District.

9. 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.

10. 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.

11. SAVINGS CLAUSE

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.

12. RELEASE OF PERSONNEL INFORMATION

The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act, 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's performance evaluation or any discipline which the public is not otherwise 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.

13. PERSONNEL RECORDS

The Superintendent shall have the right, upon request, to review the contents of his/her 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. At least once every year the Superintendent shall have the right to indicate those documents and/or other materials in his file that he believes to be obsolete or otherwise inappropriate to retain; such documents identified by him shall be destroyed only with the consent of the Board.

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.

WHEREAS, a duly authorized officer of the board has approved the terms and conditions of this Employment Contract; and,

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

WHEREAS, this Employment Contract has been approved by a vote of the Members of the Board of Education of the Matawan-Aberdeen Regional School District Board of Education at its meeting of March 8, 2010, and has been made a part of the minutes of that meeting.

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

**BOARD OF EDUCATION OF THE
MATAWAN-ABERDEEN REGIONAL
SCHOOL DISTRICT
BOARD OF EDUCATION**

Richard O'Malley, Superintendent

BY: _____
Charles Kenny, Board President

WITNESS:

Susan Irons, Board Secretary