

CONTRACT OF EMPLOYMENT

This Contract is made this 27th day of June, 2024

THE BOARD OF EDUCATION OF

MATAWAN ABERDEEN REGIONAL SCHOOL DISTRICT

in Monmouth County (hereinafter “the Board”)

with offices located at

One Crest Way, Aberdeen, NJ 07747

and

Michael J. Liebmann

(hereinafter “Assistant Superintendent for School Administration PreK-12”).

PREAMBLE

WITNESSETH

THIS EMPLOYMENT CONTRACT replaces and supersedes all prior Employment Contracts between the parties hereto. Signature of this Contract constitutes assent to a rescission of any and all prior contracts, as well as agreement to the terms herein;

WHEREAS, the Board desires to employ the Assistant Superintendent for School Administration PreK-12; and,

WHEREAS, the Board desires to provide the Assistant Superintendent for School Administration PreK-12 with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Board believes generally improves the quality of its overall educational program; and,

WHEREAS, the Board and the Assistant Superintendent for School Administration PreK-12 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; and,

WHEREAS, the Assistant Superintendent for School Administration PreK-12 is the holder of an appropriate certificate as prescribed by the State Board of Education and as required by law;

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

ARTICLE I

EMPLOYMENT

The Board hereby agrees to employ Michael J. Liebmann as Assistant Superintendent for School Administration PreK-12 for the period July 1, 2024 through June 30, 2025. The parties acknowledge that this Contract must be approved by the Monmouth County Executive County Superintendent or Department of Education official designated to perform said duties in accordance with applicable law and regulation.

ARTICLE II

CERTIFICATION

The parties acknowledge that the Assistant Superintendent for School Administration PreK-12 currently possesses the appropriate New Jersey administrative certification and school administrator endorsement.

If, at any time during the term of this Contract, the Assistant Superintendent for School Administration PreK-12 certification(s) is revoked, this Contract shall be null and void as of the date of the revocation. The Assistant Superintendent for School Administration

PreK-12 will provide official course transcripts for all earned postsecondary degrees to the Board of Education. These transcripts will be kept on file in the Board office.

ARTICLE III

DUTIES

In consideration of the employment, salary and fringe benefits established hereby, the Assistant Superintendent for School Administration PreK-12 hereby agrees to the following:

A. To perform faithfully the duties of Assistant Superintendent for School Administration PreK-12 in accordance with the laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board in the future. The specific job description adopted by the Board, applicable to the position of Assistant Superintendent for School Administration PreK-12, is incorporated by reference into this Contract.

B. To perform all duties incident to the Office of the Assistant Superintendent for School Administration PreK-12 and such other duties as may be prescribed by the Superintendent from time to time. The Assistant Superintendent for School Administration PreK-12 shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations.

ARTICLE IV

SALARY AND BENEFITS

A. Salary and Stipend. The Board shall pay the Assistant Superintendent for School Administration PreK-12 an annual salary of \$203,125.00 for the 2024-2025 school year. This annual salary shall be paid to the Assistant Superintendent for School

Administration PreK-12 in accordance with the schedule of salary payments in effect for other certified employees.

B. Sick Leave. The Assistant Superintendent for School Administration PreK-12 shall receive 12 sick days annually. Such days may be accumulated with no more than 15 days per year to be accumulated from unused sick leave and personal leave. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. Upon retirement, the Assistant Superintendent for School Administration PreK-12 shall be paid for unused sick days which will be reimbursed, at the per diem rate (1/260 x annual salary). Reimbursement for sick days shall be consistent with the law in effect at the time this Contract is signed. Such payment shall not exceed \$15,000.00. Any such payment shall be made within thirty (30) days of the Assistant Superintendent's last day of employment. The Board Secretary/School Business Administrator shall maintain a contemporaneous log of all sick days claimed by the Assistant Superintendent for School Administration PreK-12.

C. Professional Membership. The Board shall pay one hundred percent (100%) for professional dues in the following professional associations: NJASA, AASA, NJPSA, ASCD, and CoSN. The Board may contribute toward professional dues in other organizations deemed important by the Assistant Superintendent for School Administration PreK-12, subject to approval by the Superintendent. In its encouragement, the Board shall permit a reasonable amount of release time for the Assistant Superintendent for School Administration PreK-12, as deemed appropriate by the Superintendent, to attend such matters and shall pay all necessary travel, registration and sustenance as permitted by State law.

Subject to an overall aggregate limit of \$4,500.00 annually, the Board shall pay: (a) the costs associated with any state-mandated continuing education for the Assistant Superintendent for School Administration PreK-12 including his professional growth plan as set forth in the annual evaluation; (b) reimbursement for expenses incurred for attendance at discretionary professional conferences; and (c) reimbursement for attendance at the annual NJSBA/NJASA/NJASBO Workshop and Convention and the annual conference of the NJASA/NJSBA, or any others as the Assistant Superintendent for School Administration PreK-12 deems appropriate. Reimbursement or payment for such expenses shall be made in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations.

D. The Assistant Superintendent for School Administration PreK-12 may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.

E. Health Benefits:

1. The Board shall provide the Assistant Superintendent with individual or family health benefits coverage at his option (medical, prescription and dental). To the maximum extent permitted by applicable law, the Board shall pay the premium costs for all such coverage. Such limitation shall in no way link this Contract with any agreement collectively negotiated with district employees. The remainder of the premium, if any, shall be paid by the Assistant Superintendent through payroll deduction. Pursuant to law, the Assistant Superintendent shall contribute an amount established by P.L. 2011, Chapter 78 toward

payment of premiums.

2. The Board will pay up to the sum of \$300.00 per employee per annum for Direct Optical Reimbursement for employees and their dependents.

3. The Assistant Superintendent for School Administration PreK-12 may waive coverage in any of the health benefits plans if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board. The Assistant Superintendent for School Administration PreK-12 will be paid the same stipend for waiving coverage as is received by other administrative members employed by the Board for waiving said coverage.

4. While employed, the Board shall purchase a disability income policy for the Assistant Superintendent for School Administration PreK-12 that will provide a monthly income up to age 65 to the Assistant Superintendent for School Administration PreK-12 in an amount equal to at least sixty-six percent (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.

F. Vacation Leave:

1. The Assistant Superintendent for School Administration PreK-12 shall be entitled to an annual vacation of 20 working days per year, prorated. All of the vacation days shall be available for the Assistant Superintendent for School Administration PreK-12 use on July 1st of each year of the Contract.

2. The Assistant Superintendent for School Administration PreK-12 shall take his vacation time after giving the Superintendent reasonable notice. School vacations

constitute time off for the Assistant Superintendent for School Administration PreK-12 consistent with those granted to other administrators in the district. The Assistant Superintendent for School Administration PreK-12 may take vacation days during the school year, upon notice to the Superintendent. The Assistant Superintendent for School Administration PreK-12 is expected to attend to the business of the district as required for the smooth and efficient operation of the school district. The Assistant Superintendent for School Administration PreK-12 shall document the use of accrued vacation days with the Board Secretary. No more than ten consecutive work days may be taken without advance notice to, and approval by, the Superintendent.

3. The Board encourages the Assistant Superintendent for School Administration PreK-12 to take his full vacation allotment each year; however, not more than 1 year of vacation days may be carried over by the Assistant Superintendent for School Administration PreK-12 from year to year.

4. Upon separation of employment, the Assistant Superintendent for School Administration PreK-12 shall be paid for all unused accumulated vacation days at his daily rate of pay, based upon a 260-day work year, following their last day of employment. Any payment hereunder shall be made by the Board within thirty (30) days of the last day of employment.

G. The Assistant Superintendent for School Administration PreK-12 shall be entitled to all holidays and related time off that is granted to 12 month administrators in the district.

H. Personal Days. The Assistant Superintendent shall be entitled to five (5) days

per year to attend to personal business, including family illness, during the school day, with full pay during the work year. Personal days may be taken during the school year with prior permission of the Superintendent. As much advance notice as possible of the request to take personal time will be given. Up to three (3) unused personal days will be added to the Assistant Superintendent's accumulated sick leave. Such days may be accumulated with no more than 15 days per year to be accumulated from unused sick leave and personal leave.

I. Absence for Death in Family. In the case of the death of a parent, brother, sister, husband, wife, civil union partner, child, stepchild, father-in-law, mother-in-law, grandchild, stepparent, grandparent, or relative who is a member of the immediate household, the Assistant Superintendent shall be excused without loss of pay from the day of the death for a period not to exceed five (5) calendar days.

J. Absence for Death of a Relative. In case of the death of a relative not included in the section above, the Assistant Superintendent shall be excused for the day of the funeral without loss of pay. The definition of a relative in this section shall include the following: uncle, aunt, niece, nephew, cousin, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

K. The Assistant Superintendent for School Administration PreK-12 shall be responsible for filing a time-off slip, in advance of the time off, as set forth herein, or immediately upon his return to the district in the event of an unplanned absence, with the Superintendent each time any leave is taken. The Director of Personnel and Assistant Superintendent for School Administration PreK-12 shall periodically review the Assistant Superintendent for School Administration PreK-12 attendance record to assure correctness.

L. Computer. The Board shall provide the Assistant Superintendent for School Administration PreK-12 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. Incidental personal and use by the Assistant Superintendent for School Administration PreK-12 shall be permitted.

M. Cellular Telephone. The Board shall provide the Assistant Superintendent for School Administration PreK-12 with a cellular telephone or similar hand-held device and other necessary related equipment, and shall pay the monthly charges including business-related telephone call charges to a maximum of \$225/month. Incidental personal use by the Assistant Superintendent for School Administration PreK-12 shall be permitted.

N. Vehicle Allowance. The Assistant Superintendent shall be paid a reasonable allowance of \$300 per month as reimbursement for his vehicle in performance of his duties. There will be no additional reimbursement of mileage allowance paid, except for travel outside of New Jersey.

O. Tuition Reimbursement. Consistent with N.J.A.C. 6A:23A-3.1(e)(16), the Board shall reimburse the Assistant Superintendent for tuition for study at a regionally accredited college or university as defined in N.J.A.C.6A:9-2.1, in the area of Administration, up to \$5,000 each year. Fees, books and other related expenses shall be reimbursed provided total reimbursement does not exceed \$5,000 each year. Prior approval from the Superintendent or their designee shall be necessary in order to ensure that the courses are within the Assistant Superintendent's field of employment.

P. Indemnification. The Board shall defend, hold harmless and indemnify the

Assistant Superintendent for School Administration PreK-12 from any and all demands, claims suits, actions, and legal proceedings of any kind brought against the Assistant Superintendent for School Administration PreK-12 in his capacity as an agent and/or employee of the Board. If, in the good faith opinion of the Assistant Superintendent for School Administration PreK-12, a conflict exists in regard to the defense of any claim, demand or action brought against, and the position of the Board in relation hereto, the Assistant Superintendent for School Administration PreK-12 may engage his own legal counsel, in which event the Board shall indemnify the Assistant Superintendent for School Administration PreK-12 for the costs of his legal defense.

Q. Payment to Estate. In the event that the Assistant Superintendent for School Administration PreK-12 dies during the term of this agreement, any payments to which he is entitled for unused vacation time shall be payable to his estate

R. Longevity. In addition to an employee's base salary provided for in Article IV (A), the Assistant Superintendent shall annually receive longevity pay based upon the total length of service with the District. Such pay shall be effective beginning with the first full pay period following completion of the specified years of service. Payment shall be made on a prorated basis on each regular pay day. The longevity schedule shall be as follows: Completed years of service as follows: Beginning 8th year = \$1,000, Beginning 9th year = \$1,500, and Beginning 10th year and thereafter = \$2,750.

ARTICLE V

ANNUAL EVALUATION

The Superintendent shall evaluate the performance of the Assistant Superintendent for

School Administration PreK-12 in accordance with statutes, regulations and Board policy relating to the Assistant Superintendent for School Administration PreK-12 evaluation. The Assistant Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the evaluation in question

ARTICLE VI

TERMINATION OF EMPLOYMENT CONTRACT

A. The Assistant Superintendent's employment will cease and no compensation shall thereafter be paid under any one of the following circumstances:

- (1) failure to possess and maintain proper certification;
- (2) revocation or suspension of the Assistant Superintendent's certificate, in which case this contract shall be null and void as of the date of revocation, as required by N.J.S.A. 18A:17-15.1;
- (3) forfeiture under N.J.S.A. 2C:51-2;
- (4) mutual agreement of the parties;
- (5) 90-day written notice by the Assistant Superintendent of his intent to terminate this contract or
- (6) in the event the Assistant Superintendent is arrested and charged with a criminal offense, which could result in forfeiture under N.J.S.A. 2C: 51-2, the Board reserves the right to suspend his pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and maybe with or without pay at the Board's discretion, subsequent to indictment unless the Board certifies tenure charges.

ARTICLE VII

COMPLETE AGREEMENT

This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

ARTICLE VIII

SAVINGS & 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 IX

RELEASE OF PERSONNEL INFORMATION

PERSONNEL RECORDS

The Assistant Superintendent for School Administration PreK-12 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. At least once every year, the Assistant Superintendent

for School Administration PreK-12 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; and, upon final approval of the Board, such documents identified by him shall be destroyed.

No material derogatory to the Assistant Superintendent for School Administration PreK-12 conduct, service, character, or personality shall be placed in his personnel file unless he has had an opportunity to review the material. The Assistant Superintendent for School Administration PreK-12 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 Assistant Superintendent for School Administration PreK-12 shall also have the right to submit a written answer to such material.

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

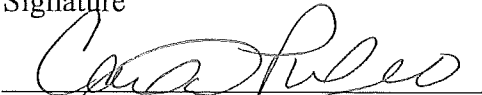
Michael J. Liebmann
Assistant Superintendent for School Administration PreK-12



Signature

06/28/2024

Date

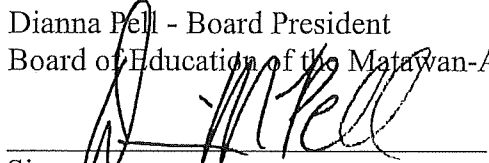


Witness Signature

06/28/2024

Date

Dianna Pell - Board President
Board of Education of the Matawan-Aberdeen Regional School District



Signature

6/28/2024

Date

Witness Signature

Date