

CONTRACT OF EMPLOYMENT

This Contract is made this 21th day of August, 2023, between

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

in Monmouth County (hereinafter "the Board")

with offices located at

1027 State Route 34, Aberdeen, NJ 07747

and

NELYDA PEREZ (hereinafter "the Superintendent").

This Employment Contract replaces and supersedes all prior employment contracts between the parties hereto. Signature to this Contract constitutes assent to a rescission of any and all prior contracts.

PREAMBLE

WITNESSETH

WHEREAS, Superintendent is currently serving as the Chief Education Officer of the Matawan Aberdeen Regional School District; and,

WHEREAS, the Board and the Superintendent intend to fulfill the statutory obligations regarding advance notice of the Board's proposed action and a public hearing as required by N.J.S.A. 18A:11-11; and; and,

WHEREAS, any amendment to this Contract of Employment must be approved by the Executive County Superintendent of Schools; and,

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

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 NELYDA PEREZ as Superintendent of Schools for the period of September 1, 2023 through 11:59 p.m. June 30, 2028. 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 prior to approval by the Board.

ARTICLE II

CERTIFICATION

The parties acknowledge that the Superintendent currently possesses the appropriate New Jersey administrative certification and school administrator endorsement.

If, at any time during the term of this Contract, the Superintendent's certification(s) is revoked, this Contract shall be null and void as of the date of the revocation. The Superintendent 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 Superintendent hereby agrees to the following:

A. To perform faithfully the duties of Superintendent of Schools for the Board and to serve as the chief school administrator 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 Superintendent of Schools, is incorporated by reference into this Contract.

B. To devote the Superintendent's full time, skills, labor, and attention to this employment during the term of this Contract; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without written permission of the Board. Should the Superintendent choose to engage in such outside activities on weekends, on her vacation time, or at other times when she is not required to be present in the district, she shall retain any honoraria paid. The Superintendent shall notify the Board President in the event she is going to be away from the district on district business for two (2) or more days in any week. Any time away from the district that is not for district business must be arranged in accordance with provisions in this Contract governing time off. The Board recognizes that the demands of the Superintendent's position require her to work long and irregular hours, and occasionally may require that she attend to district business outside of the district.

C. To assume the responsibilities for the selection, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable Board policies and directives. The Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with *N.J.S.A. 18A:27-4.1*.

D. To non-renew personnel pursuant to *N.J.S.A. 18A:27-4.1*, and to provide a written statement of reasons for non-renewal upon proper request to the employee.

E. To study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, shall refer to her. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out her duties.

F. To assume responsibility for the administration of the affairs of the school district, including but not limited to programs, personnel, fiscal operations, and instructional programs. All duties and responsibilities therein will be performed and discharged by the Superintendent or by staff at the Superintendent's direction.

G. To have a seat on the Board and have the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Superintendent shall attend all regular and special meetings of the Board, (except where a *Rice* notice has been served upon the Superintendent notifying her that her employment will be discussed in closed session, and the Superintendent had not requested that the meeting be conducted in public, or where the Superintendent has a conflict of interest), and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the school district.

H. To suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well-being of the school district. To perform all duties incident to the Office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Superintendent shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations. The Board shall not substantially increase the duties of the Superintendent by assigning her the duties or responsibilities of another position or title unless the parties agree upon additional compensation commensurate with such increase in duties, and the additional compensation is reflected in an addendum to this Contract, and such addendum has been approved by the Executive County Superintendent.

ARTICLE IV

SALARY AND BENEFITS

A. 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.

1. Salary. The Board shall pay the Superintendent an annual salary of -- \$220,000.00 for 2023-2024 school year. The annual salary shall be as follows for the ensuing years of this agreement: 2024-2025 -- \$228,000; 2025-2026 -- \$236,000; 2026-2027 -- \$244,000; and 2027-2028 -- \$253,000.

2. In addition to the Superintendent's base salary provided for in Article IV (A), the 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.

3. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight July 1, 2028 (the final day of this Contract) unless the parties have agreed to a contract extension and that extension has been approved by the Monmouth County Executive County Superintendent. The terms of the extension will govern all increases to take effect after July 1, 2028. Any renewal, extension, or modification of this Contract shall comply with the notice provisions of *P.L.2007, c. 53, The School District Accountability Act* and *N.J.A.C. 6A:23A-3 .1, et seq.*

4. Tuition Reimbursement. Consistent with N.J.A.C. 6A:23A-3.1(e)(16), the Board shall reimburse the 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 \$25,000 over the five-year contract. Fees, books and other related expenses shall be reimbursed provided total reimbursement does not exceed \$25,000 over the five-year contract period.

B. Sick leave. The Superintendent shall carry forward all unused sick days accumulated as of the commencement of this new employment contract. During the term of this new employment contract, Superintendent shall receive 15 sick days annually, only 12 of which shall be considered for purposes of determining Superintendent's entitlement to the maximum \$15,000.00 payout referenced below. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. Upon retirement, the Superintendent shall be paid for unused sick days which will be reimbursed, at the per diem rate ($1/260 \times$ 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 and the Board shall make any such payment within thirty (30) days of her last day of employment. The Board Secretary/School Business Administrator shall maintain a contemporaneous log of all sick days claimed by the Superintendent. The Superintendent shall notify the Board President if she is on sick leave for more than three consecutive work days, and the Board, in its sole discretion, may require the Superintendent to submit documentary medical proof in that event. In addition to the foregoing, Superintendent shall be credited with ten sick days at the commencement of this new contract term; provided, that these days shall not be considered for purposes of determining Superintendent's entitlement to the maximum \$15,000.00 payout referenced earlier in this paragraph.

C. Professional Membership. The Board shall pay one hundred percent (100%) for professional dues in the following professional associations: NJASA, AASA, NJAEL and the Monmouth County Administrators Association. The Board may contribute toward professional dues in other organizations deemed important by the Superintendent, subject to approval by the Board in its sole and unreviewable discretion. In its encouragement, the Board shall permit a

reasonable amount of release time for the Superintendent, as it deems appropriate, for her 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 Superintendent including her 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 Workshop and Convention and the annual conference of the NJASA, and TechSpo, or any others as the Superintendent 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 Superintendent 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 Superintendent with individual or family health benefits coverage at her option (medical, prescription and dental). To the maximum extent permitted by applicable law, the Board shall pay the premium costs for all such coverage. This provision 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 Superintendent through payroll deduction. Pursuant to law, the Superintendent shall contribute an amount established by P.L. 2011, Chapter 78 or P.L. 2020 Chapter 44, as applicable, toward payment of premiums based on the plan coverage selected.

2. The Superintendent 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 Superintendent will be paid a stipend of \$5,000.00 per year for waiving health insurance coverage as is received by other teaching staff members employed by the Board for waiving said coverage.

3. The Board will pay up to the sum of \$300.00 per annum for Direct Optical Reimbursement for the Superintendent or her dependents. In the event that the Board implements an insurance plan for vision care during the course of this agreement, the Superintendent may opt for coverage under that plan in lieu of the Direct Optical Reimbursement.

F. Vacation Leave:

1. The Superintendent shall be entitled to an annual vacation of 20 working days per year, prorated. All of the vacation days shall be available for the Superintendent's use on July 1st of each year of the Contract.

2. The Superintendent shall take her vacation time after giving the Board President reasonable notice. School vacations do constitute time off for the Superintendent consistent with those granted to other administrators in the district. The Superintendent may take vacation days during the school year, upon notice to the Board President. The Superintendent is expected to attend to the business of the district as required for the smooth and efficient operation of the school district. The Superintendent 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, the Board President

The Board encourages the Superintendent to take her full vacation allotment each year; however, not more than 1 year of vacation days may be carried over by the Superintendent from year to year. All days carried over must be used in the next year, or those days not taken will be forfeited except upon separation from service from the District and/or may be paid to her estate, if applicable.

3. Upon separation from employment, the Superintendent shall be paid for her unused, accumulated vacation days. The per diem rate for unused vacation days shall be calculated as $1/260^{\text{th}}$ of the Superintendent's final salary. The Board shall make any such payment within thirty (30) days after the Superintendent's last day of employment.

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

H. The Superintendent shall be entitled to five (5) personal days, to attend to personal business, including family illness or bereavements, during the school day, with full pay during the work year. Personal days may be taken during the school year with the prior permission of the Board President. As much advance notice as possible of the request to take personal time will be given. Personal day usage shall be reflected on time-off slips filed with the Board Secretary. Any unused personal days will be added to the Superintendent's accumulated sick leave, up to a maximum of fifteen (15) sick days per school year.

I. The Superintendent shall be paid a reasonable allowance of \$300 per month as reimbursement for use of her vehicle in performance of her duties during school years 2023-2024 and 2024-2025, and \$350 per month for the remainder of the contract term. There will

be no additional reimbursement of mileage allowance paid, except for travel outside of New Jersey.

J. The Superintendent shall be responsible for filing a time-off slip, in advance of the time off, as set forth herein, or immediately upon her return to the district in the event of an unplanned absence, with the Board Secretary each time any leave is taken. The Superintendent and Board President shall periodically review the Superintendent's attendance record to assure correctness.

K. Computer

The Board shall provide the Superintendent with a laptop computer and other necessary equipment for her use during the duration of the contract. The Board shall be responsible for maintaining said computer. Incidental personal and use by the Superintendent shall be permitted.

L. Cellular Telephone

The Board shall reimburse the Superintendent for use of her own cell 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 \$175/month during school years 2023-2024 and \$225/month for the remainder of the contract term. Incidental personal use by the Superintendent shall be permitted.

M. 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 her 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 her, and the position of the Board in relation hereto, the Superintendent may engage her own legal counsel, in which event the Board shall indemnify the Superintendent for the costs of her legal defense.

N. Payment to Estate

In the event that the Superintendent dies during the term of her agreement, any payments to which she is entitled for unused vacation time shall be payable to her estate.

ARTICLE V

ANNUAL EVALUATION

The Board shall evaluate the performance of the Superintendent at least once a year on or before June 30th in accordance with statutes, regulations and Board policy relating to the Superintendent's evaluation. Each annual evaluation shall be in writing and shall represent a consensus of the Board. A copy of the evaluation shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The Board may meet in closed session to discuss the evaluation and the Superintendent's performance where a *Rice* notice has been served upon the Superintendent giving notice that the Superintendent's employment will be discussed in closed session, and the Superintendent has not requested that the meeting be conducted in public. The evaluations shall be based upon the criteria adopted by the Board, the goals and objectives of the district, which shall include encouragement of student achievement, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent, the district's placement on the NJQSAC continuum (with respect to

those DPRs that are within the Superintendent's control), and such other criteria as the State Board of Education shall by regulation prescribe. The final draft of the annual evaluation shall be accepted by the Board in closed session by June 30th. Superintendent shall be entitled to copies of any back- up materials utilized in the process; provided, that any input personally identifiable to a particular Board member shall be redacted. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year. The Board and the Superintendent shall mutually agree on the evaluation format in each year of her Employment Agreement.

In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing and in reasonable detail the specific instances of unsatisfactory performance. The evaluation shall include specific recommendations for improvement in all instances where the Board deems performance to be unsatisfactory. The Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the evaluation in question.

Within sixty (60) days of the execution of her Employment Contract, the parties shall meet to establish the district's goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated, as hereinafter provided. On, or prior to, June 30th of each succeeding school year, the parties will meet to establish the district's goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described.

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 and shall be given the opportunity to address the Board in closed session with a representative of her choosing. In addition, the Board shall not hold any discussions with regard to the Superintendent's performance, or that may adversely affect the Superintendent's employment, in public session, unless the Superintendent requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

ARTICLE VI

TERMINATION OF EMPLOYMENT CONTRACT

A. This Contract shall terminate, the Superintendent's employment will cease, and no salary shall thereafter be paid, under any one of the following circumstances:

- (1) failure to possess/obtain proper certification;
- (2) revocation or suspension of the Superintendent's certificate, in which case her 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; or
- (5) notification in writing by the Board to the Superintendent, prior to January 1, 2028, of the Board's intent not to renew her Contract subject to the provisions of Article VII.

B. In the event the 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 her 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, unless the Board certifies contractual tenure charges.

C. The Superintendent may terminate her Employment Contract upon at least 90 calendar days written notice to the Board, filed with the Board Secretary, of her intention to resign.

D. The Superintendent shall not be dismissed or reduced in compensation during the term of her Contract, except as authorized by paragraphs B. and C. *supra* and *N.J.S.A.* 18A:17-20.2, provided, however, that the Board shall have the authority to relieve the Superintendent of the performance of her duties in accordance with *N.J.S.A.* 18A:27-9, so long as it continues to pay her salary and benefits for the duration of the term. The parties understand that any early termination must comply with the provisions of *P.L.2007, c. 53, The School District Accountability Act*.

ARTICLE VII

RENEWAL - NON-RENEWAL

Ther Employment Contract shall automatically renew for a term of four (4) years, expiring July 1, 2032, unless either of the following occurs:

A. the Board by contract reappoints the Superintendent for a different term allowable by law; or

B. the Board notifies the Superintendent in writing, prior to January 1, 2028 that she will not be reappointed at the end of the current term, in which case her employment shall cease upon the expiration of her Contract. Any action by the Board to nonrenew this Contract shall be taken by an affirmative vote of the majority of the full membership of the Board.

Pursuant to *N.J.S.A.* 18A:17-20.4, the Superintendent retains all tenure rights accrued in any position which she previously held in the District. The Superintendent shall also continue to accrue seniority in all positions in which she achieved tenure in the District. The Superintendent shall have the right to assert all tenure and seniority rights in the event that the Board does not renew the Superintendent for any reason.

ARTICLE VIII

COMPLETE AGREEMENT

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

ARTICLE IX

SAVINGS AND CONFLICTS CLAUSE

If, during the term of her 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 X

RELEASE OF PERSONNEL INFORMATION

PERSONNEL RECORDS

The Superintendent shall have the right, upon request, to review the contents of her personnel file and to receive copies at Board expense of any documents contained therein. She shall be entitled to have a representative accompany her during such review. At least once every year, the Superintendent shall have the right to indicate those documents and/or other materials in her file that he believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board, such documents identified by her shall be destroyed.

No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in her 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 her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof.

The Superintendent shall also have the right to submit a written answer to such material. IN WITNESS WHEREOF, the parties have set their hands and seals to this Employment Contract effective on the day and year first above written.

SUPERINTENDENT

MATAWAN ABERDEEN BOARD OF EDUCATION

By: 
NELYDA PEREZ

By: 
ANNETTE ASCOLI, PRESIDENT

Dated: 8/24/23

Dated: 8/24/23