

EMPLOYMENT CONTRACT

This Contract is made this 18th day of August 21, between

THE BOARD OF EDUCATION OF COLTS NECK,

in Monmouth County (hereinafter “the Board”)

with offices located at

70 Conover Road, Colts Neck, New Jersey 07722

and

DR. MARYJANE GARIBAY (hereinafter “the Superintendent”).

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 Superintendent as the Chief Education Officer of the school district; and,

WHEREAS, the Board desires to provide the Superintendent 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 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; 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 Mary Jane Garibay as Superintendent of Schools for the period (retroactive) from July 1, 2021 through 11:59 p.m. June 30, 2026. The parties acknowledge that this Contract must be approved by the Monmouth County Executive County Superintendent in accordance with applicable law and regulation.

ARTICLE II **CERTIFICATION**

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 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 and accountability 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.

I. 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 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. 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.

J. To provide written and oral updates to the Board on a regular basis to keep the Board fully informed on issues taking place in the operation of the School District. Such reports shall be of a nature as to reinforce the relationship and lines of communications between the Superintendent and Board and the honest and candid administrative leadership of the 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 in accordance with the following salary schedule:

- a. For the 2021-2022 school year, the Board shall pay the Superintendent an annual salary of one hundred eighty-three thousand dollars (\$183,000).
- b. For the 2022-2023 school year, the Board shall pay the Superintendent an annual salary of one hundred eighty-six thousand, six hundred sixty dollars (\$186,660).
- c. For the 2023-2024 school year, the Board shall pay the Superintendent an annual salary of one hundred ninety thousand, three hundred ninety-three dollars and twenty cents (\$190,393.20).
- d. For the 2024-2025 school year, the Board shall pay the Superintendent an annual salary of one hundred ninety-four thousand, two hundred one dollars, and six cents (\$194,201.06).

e. For the 2025-2026 school year, the Board shall pay the Superintendent an annual salary of one hundred ninety-eight thousand, eighty-five dollars and eight cents (\$198,085.08).

2. Statutory Annuity Salary Reduction Program. The Superintendent shall have the right at any time prior to the commencement of, or at any time during the Superintendent's employment, to take a reduction in salary and require the Board to use an amount corresponding to such reduction to purchase a tax sheltered annuity and/or mutual fund investment in accordance with N.J.S.A. 18A:66-127, et seq. and applicable tax laws, including Sections 403 (b) and 457(b) of the Federal Internal Revenue Code. The maximum amount of reduction in salary authorized shall be the maximum tax deferral amount permitted by the Federal Internal Revenue Code.

3. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight July 1, 2026 (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, 2026. 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.* The parties agree that there shall be no payment made to the Superintendent for longevity during any year of this Agreement.

B. Sick Leave. The Superintendent shall receive twelve (12) sick days annually. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. The Board reserves the right pursuant to N.J.S.A. 18A:30-4 to require the submission of a physician's certification in the event of sick leave claimed after three consecutive sick days. Upon retirement and notice to the Board, unused sick days will be reimbursed, at the Superintendent's then current per diem rate ($1/260 \times$ annual salary), with a minimum fifteen (15) years continuous service in the district. 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 any such payment shall be made within thirty (30) days of the Superintendent's last day of employment.

C. Professional Membership. The Superintendent shall be entitled to membership, at the Board's expense for professional dues in the following professional associations: NJASA, AASA, and the Monmouth County Administrators Association. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences and similar expenses which she may incur while discharging the duties of Superintendent in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations. (*N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7, et seq.*). Such reimbursement shall comply with all applicable provisions of state and federal statutory and regulatory provisions and guidance, and with board policy. The Superintendent shall be entitled to attend the annual NJSBA Workshop and Convention, the annual conference of the NJASA and TechSpo. 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, and Board policies.

D. The Superintendent may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.

E. The Board shall provide the Superintendent with a \$60 monthly reimbursement toward the use of a smart phone. In consideration of the provision of said smart phone, the Superintendent shall have connectivity to be in contact throughout the District as well as when she is out of the District.

F. Health Benefits:

1. The Superintendent shall be entitled to health, prescription, dental and hospitalization insurance benefits as provided by the group plan in effect in the District, with individual or family health benefits coverage at her option. The Superintendent shall contribute toward the premium costs for all such coverages set forth in tier 4 of *P.L. 2011 Chapter 78*, and any implementing regulations. The premium contribution shall be paid by the Superintendent through payroll deduction.

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~~ The Superintendent will be eligible for a stipend for waiving coverage during the open enrollment period in May of each year. The stipend will be paid at the end of each school year. It will be capped based on the following twelve (12)

month premium coverage: \$1,200 for Single Coverage; \$1,700 for Parent and Child Coverage; \$2,600 for Husband and Wife Coverage; \$3,000 for Family Coverage.

3. The Board shall provide the Superintendent a \$125 cafeteria plan in accordance with P.L. 2011, ch. 78.

G. Vacation Leave:

1. The Superintendent shall be entitled to an annual vacation of twenty (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 reasonable notice. The Superintendent may take vacation days during the school year, upon notice to the Board. 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.

3. The Board encourages the Superintendent to take her full vacation allotment each year; however, not more than five (5) 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.

4. Upon separation from employment, the Superintendent shall be paid for up to a maximum of twenty (20) unused, accumulated vacation days. The per diem rate for unused vacation days shall be calculated as 1/260th 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. In the event of the Superintendent's death, payment for her unused accumulated vacation days shall be made to her estate.

H. The Superintendent shall be entitled to all holidays granted to other administrators in the district.

I. The Superintendent shall be entitled to four (4) personal days, to attend to personal business 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 and timely notice to the Board. 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. Personal days are non-cumulative and non-reimbursable.

J. The Superintendent shall be responsible for complying with district procedures each time any leave is taken. The Superintendent and Board President shall periodically review the Superintendent's attendance record to assure correctness.

K. Professional Liability. The Board agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all civil demands, claims, suits, actions and legal proceedings brought against the Superintendent in her individual capacity or in her official capacity as agent and/or employee of the Board, provided the incident, which is the subject of any such demand, claim, suit, action or legal proceeding, arose while the Superintendent was acting within the scope of her employment. 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 thereto, the Superintendent may engage her own legal counsel, in which event the Board shall indemnify the Superintendent for the costs of her legal defense. The Board further agrees to cover the Superintendent under the Board's liability insurance policies, including employment practices liability coverage, in the minimum amount of \$1 million.

L. Bereavement Leave. The Superintendent shall be entitled to up to five (5) days of leave, without loss of pay, due to the death of her parent, spouse, partner in a civil union, brother, sister, father-in-law, mother-in-law, child, grandchild or any person permanently living with the Superintendent. The Superintendent shall be entitled to up to two (2) days of leave, per incident, without loss of pay due to the death of a sister-in-law, brother-in-law, aunt, uncle or other near relative at the discretion of the Board.

ARTICLE V

ANNUAL EVALUATION

A. 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 Superintendent evaluation. Each annual evaluation shall be in writing and shall represent a majority of the Board. Prior to finalization, 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.

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. 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.

The final draft of the annual evaluation shall be adopted by the Board prior to June 30th. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.

B. If the parties have not already done so, then, within sixty (60) days of the execution of this 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, September 1 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.

C. 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 given the opportunity to address the Board in closed session and is permitted to have a representative of her choosing speak on her 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 Meetings Act.

ARTICLE VI

TERMINATION OF EMPLOYMENT CONTRACT

A. This Contract shall terminate and the Superintendent's employment as Superintendent of Schools will cease 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 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) notification in writing by the Board to the Superintendent no later than one hundred and fifty (150) calendar days before June 30,

2026 of the Board's intent not to renew this Contract; or

(6) material misrepresentation of employment history, educational and professional credentials, and criminal background, subject to *N.J.S.A.* 18A:6-10, et seq.

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. Nothing in this Contract shall affect the Board's rights with regard to suspension under *N.J.S.A.* 18A:6-8.3 and applicable case law.

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

E. The Superintendent shall not be dismissed or reduced in compensation during the term of this 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**

This Employment Contract shall automatically renew for a term of five (5) years, expiring July 1, 2026 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 no later than one hundred and fifty (150) calendar days prior to June 30, 2026 that she will not be reappointed at the end of the current term, in which case her employment shall cease upon the expiration of this Contract.

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**

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

ARTICLE IX **SAVINGS 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.

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 she believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board, such documents identified by ~~him~~/her shall be destroyed.

No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in her personnel file unless she has had an opportunity to review the material. The Superintendent shall acknowledge that she has had the opportunity to review such material by affixing ~~his~~/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.

ARTICLE XI
CONFLICTS

In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies, or any

permissive State or Federal law, then unless otherwise prohibited by law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of this Employment Contract.

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

BOARD OF EDUCATION OF THE
COLTS NECK SCHOOL DISTRICT

President

Date: _____

Date: _____

WITNESS:

WITNESS:
