

EMPLOYMENT CONTRACT

This EMPLOYMENT CONTRACT is made this 6th day of June, 2023, between THE BOARD OF EDUCATION OF MANALAPAN-ENGLISHTOWN REGIONAL SCHOOL DISTRICT, in Monmouth County (hereinafter the "Board") with offices located at 54 Main Street, Englishtown, New Jersey 07726-1529, and NICOLE SANTORA, ED. D. (hereinafter "the Superintendent").

THIS EMPLOYMENT CONTRACT replaces and supersedes all prior Employment Contracts between the Parties, effective July 1, 2023. 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 Nicole Santora, Ed.D. as Superintendent of Schools for the period of July 1, 2023 through June 30, 2028. 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**

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 post-secondary 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-related 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.

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.

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 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, the additional compensation is reflected in an addendum to this Employment 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. Any amendment to the contract must be approved by the Executive County Superintendent.

1. Salary:

(a)(i) Base Salary. Effective July 1, 2023, the Board shall pay the Superintendent an annual salary of \$203,796.00 for the 2023-24 school year.

(a)(ii) Commencing July 1, 2024, and every July 1st thereafter for the remainder of this Contract, the Superintendent shall receive a salary increase of 2.5% over the previous year's salary. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

(b) **Salary Reduction Annuity:** The Superintendent shall have the right 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.

2. **Sick Leave:** The Superintendent shall receive 12 sick days annually. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. Upon retirement all unused sick days will be reimbursed, at the rate of $1/260 \times$ annual salary set at the rate of salary for the year the sick day(s) was/were incurred, not to exceed \$15,000.00. The Board shall make such payment within thirty (30) days of the Superintendent's last day of employment. Accumulated unused sick leave compensation shall not be paid to the Superintendent's estate or beneficiaries in the event of death prior to retirement.

3. **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 and/or other organizations deemed important by the Superintendent and the Board. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences 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 and the annual conference of the NJASA, and one additional state or national conference. 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 as approved by the board in its reasonable discretion. The Board shall pay for all State-mandated continuing education.

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

4. **Health Benefits:** The Board shall provide the Superintendent with individual or family health benefits coverage, at her option. The Superintendent shall contribute the premium costs for all such coverages set forth in Chapter 78, P.L. 2011 or P.L. 2020, c. 44, as applicable, and any implementing regulations. This shall in no way link this Contract with any agreement collectively negotiated with district employees. The premium shall be paid by the Superintendent

through payroll deduction. The Board shall provide the CSA a §125 cafeteria plan in accordance with P.L. 2011, c. 78.

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. She shall receive a payment in the amount of 25% of the premium cost or \$5,000.00, whichever is less, in each year that insurance is waived; the amount shall be prorated for periods less than one year.

5. **Vacation Leave:** The Superintendent shall be entitled to an annual vacation of 25 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.

The Superintendent shall take her vacation time after giving the Board President reasonable notice. School vacations do not constitute time off for the Superintendent, unless she uses her leave time. 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.

The Board encourages the Superintendent to take her full vacation allotment each year; however, not more than 10 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.

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 1/260th 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 vacation days shall be made to her estate.

6. **Holidays:** The Superintendent shall be entitled to all holidays granted to other administrators in the district.

7. **Personal Leaves:** The Superintendent shall be entitled to 4 personal days per school year, 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, whenever possible, 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 in the appropriate system using district procedures. Unused personal days will be converted to accumulated sick leave days, provided that the Superintendent cannot accumulate more than 15 sick days, including converted personal days, in any year. The Superintendent shall be granted five (5) critical illness days per year (July 1 to June 30) to be used for different critical ill individuals in the immediate family. The immediate family shall be defined as spouse, child, parent, sibling, in-law of the same relationship, grandparent and grandchild and persons residing in the household. Critical illness days shall not be paid to the Superintendent at the conclusion of the fiscal year and shall not be carried over from one year to the next. In case of death in the immediate family, the Superintendent may be granted

a maximum of seven (7) consecutive calendar days per occurrence without loss of pay. The immediate family shall be defined as spouse, child, parent, sibling, in-law of the same relationship, grandparent and grandchild and persons residing in the household. These days shall not be paid to the Superintendent at the conclusion of the fiscal year and shall not be carried over from one year to the next.

8. **Bereavement Leave.** The Superintendent shall be entitled to five (5) days of leave, without loss of pay due to the death of her father, mother, husband, partner in a civil union, brother, sister, father-in-law, mother-in-law, son, daughter, grandchild, or any person permanently living with the Superintendent. The Superintendent shall be entitled to one (1) day of leave, per incident, without loss of pay due to the death of a sister-in-law, brother-in-law, aunt, uncle, cousin or other near relative.

8. **Mileage Reimbursement:** The Superintendent shall be reimbursed for actual mileage when using her personal vehicle for Board business as annually established by the Annual Appropriations Act or the New Jersey Office of Management and Budget. Reimbursement for the use of a personal vehicle shall be tendered only upon proof of compliance with applicable regulations.

9. **Absence Reporting:** The Superintendent shall be responsible for filing in the appropriate system using district procedures, 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. The Superintendent and Board President shall periodically review the Superintendent's attendance record to assure correctness.

10. **Computer/Chromebook/Phone:** The Board shall supply the Superintendent with the use of a laptop computer, Chromebook (with Internet access), and phone which is the property of the Board and shall be returned to the District at the end of the Superintendent's employment with the District. The Board shall be responsible for all maintenance and software updates associated with the laptop computer. The laptop computer, Chromebook, and phone shall be replaced as necessary. The Superintendent is permitted incidental personal use of these items.

11. **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 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 shall maintain liability coverage for the Superintendent in a face amount of at least \$1 million, including employment practices liability coverage.

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 Superintendent 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 adopted by the Board prior to June 30th of each school year. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year. In every year of this Contract, the Board and the Superintendent shall mutually agree upon the evaluation format. The Superintendent shall be entitled to copies of all back-up materials utilized in the process.

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.

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 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; or
5. Notification in writing by the Board to the Superintendent, on or before December 31, 2027, of the Board's intent not to renew this Contract in accordance with 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. 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 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 school years, expiring June 30, 2033, 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, on or before December 31, 2027 that she will not be reappointed at the end of the current term, in which case her employment as Superintendent shall cease upon the expiration of this Contract. Such notice shall be based upon an affirmative, recorded roll-call vote of the majority of the full membership of the Board.

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. If the Superintendent wishes to review her file, the Board and the Superintendent shall agree on an inspection date at least 7 calendar days before it takes place. Both the Board and the Superintendent shall be entitled to have a representative accompany her/it 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 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 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
TENURE RIGHTS

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.

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

For the Employer:

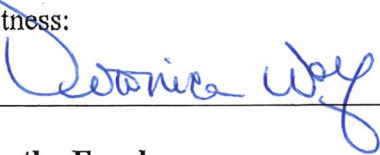
Manalapan-Englishtown Regional Board of Education



President

Date: 6/21/23

Witness:



For the Employee:

Nicole Santora, Ed.D.


Superintendent

Date: 6/22/23

Witness:

For the New Jersey Department of Education:

Executive County Superintendent of Schools

Date: _____