

EMPLOYMENT AGREEMENT

This Employment Contract ("Agreement") is made and entered into this 1st day of July, 2025 through June 30, 2026 by and between the Manalapan-Englishtown Regional Board of Education, Peter M. Friedman Administrative Building, 54 Main Street, Englishtown, NJ 07726-1529 hereinafter referred to as the "Board" and JODI PEPCHINSKI, hereinafter referred to as the "Employee."

RECITALS

- A. The employee will be employed by the Board of Education in the capacity of Assistant Superintendent for Curriculum and Human Resources effective July 1, 2025.
- B. The Board of Education and the Employee believe that it is in the best interests of both of them to define and delineate certain aspects of their employment in this Agreement.

NOW, THEREFORE, in the consideration of the mutual promises and covenants herein set forth, the board and the employee do agree as follows:

- 1. Position and Term
The Board of Education hereby employees the Employee and the Employee hereby accepts employment as Assistant Superintendent for Curriculum and Human Resources for a term commencing July 1, 2025 and continuing through June 30, 2026.
- 2. Certification
The employee shall, in all times, during the term of this agreement, hold a valid and appropriate certificate to act as an Administrator in the State of New Jersey.
- 3. Duties
The duties of the Employee shall be as generally described in the job description for Assistant Superintendent for Curriculum and Human Resources, as that job description may be modified and amended by the board from time to time. The employee shall devote her full time and attention to her position and shall faithfully perform the duties of her position in accordance with applicable laws, regulations, policies and directives.
- 4. Compensation
The annual salary of the Employee for the school year commencing July 1, 2025, shall be no less than \$180,957.
- 5. Salary Deductions
 - a. The following compulsory deductions will be made from the Employee's paychecks: Federal income tax, State income tax, FICA and the New Jersey Teachers Pension and Annuity Fund.

- b. The following optional deductions will be made from the Employee's paychecks upon written authorization by the Employee: Tax Sheltered Annuity funds and other deductions approved by the Board.

6. Benefits

The Board of Education shall provide the Employee as part of her compensation with the following benefits:

a. Vacation

The Employee shall be entitled to twenty (20) vacation days per school year. The date(s) of vacation(s) will be set jointly by the Employee and the Superintendent of Schools, with the needs of the district being given first priority. The Employee shall be permitted to accumulate up to ten (10) unused vacation days per year. Unused vacation leave may be carried over for one (1) year, but must be used the following year or forfeited. In the event vacation is earned, but not taken at the time of separation from employment the Employee shall be compensated for such vacation not taken at the salary rate in effect when the vacation is earned. Accumulated vacation leave shall be payable at the Assistant Superintendent for Curriculum and Human Resources' per diem rate of salary upon separation and shall be paid to the Assistant Superintendent for Curriculum and Human Resources' estate in the event of death prior to separation.

b. Holidays

The Employee shall be entitled to paid holidays in accordance with the school calendar adopted annually by the Board of Education.

c. Personal Leave

The Employee shall be entitled to leave with pay as follows:

1. Five (5) days personal leave in the case of critical illness in the family, defined as spouse, parent, child or sibling.
2. Seven (7) consecutive calendar days, personal leave for death in the immediate family, defined as but not limited to spouse, in-laws, significant others and their immediate family, parents, siblings, grandparents, children and grandchildren.
3. One (1) bereavement day shall be available for death of a close relation outside of immediate family as delineated above. Close relatives shall be defined as niece, nephew, aunt, uncle, or cousin.
4. Three (3) days personal leave. Unused personal days will be converted to accumulated sick leave days.

d. Sick Leave

Sick leave is hereby defined to mean the absence from the employee's post of duty because of personal disability due to illness, injury, or because the employee has been excluded from school by the school's medical authorities on account of a contagious disease or of being quarantined for such a disease.

1. The Assistant Superintendent for Curriculum and Human Resources shall be entitled to twelve (12) sick days per year with pay.
2. Unused sick days shall be accumulative without limit and may be carried over from year to year.
3. Upon retirement, the employee shall be entitled to payment of accumulated sick leave days for an amount not to exceed \$15,000. Such payment for any unused sick leave days shall be made at the rate of 1/260 of the employee's salary in the year earned. The severance pay shall be paid by separate check within thirty (30) calendar days of July 1st, provided written notice of retirement is given by the end of the first work day in January prior to retirement for budgetary purposes. Notification after the first workday in January will result in the severance pay being paid in the fiscal year following retirement.

e. Early termination

All provision of early termination shall be in accordance with N.J.A.C. 6A:23A-3.2.

f. Insurance

The Employee shall be entitled to the insurance benefits equal to the best package offered to the unionized employees. Such benefits will be governed by the State Health Benefits Program. The Assistant Superintendent for Curriculum and Human Resources shall contribute towards health benefits in accordance with P.L. 2011 c. 78 – Year 4 Contribution Table or any other amount in the future as may be required by Statute and/or directive from the Commissioner of Education including though the Executive County Superintendent. Said deduction will be done in compliance with IRS section 125 rules and regulations.

If the employee shall decide on more than single coverage, she shall also contribute any amounts, which teaching staff members have to pay. Such limitation/condition shall in no way link this Contract with any agreement collectively negotiated with district employees.

Effective July 1, 2021, the employee shall either move from the School Employees' Health Benefits Program (SEHBP) NJ Direct 10 Plan to the NJ Direct 15 Plan as the base plan as soon as possible after this contract is approved or has the ability to shift to the New Jersey Educators Health Plan (NJEHP)

The employee shall have the opportunity during an SEHBP open enrollment period to voluntarily enroll in a SEHBP plan that is less costly than the NJ Direct 15 Plan. The employee shall receive, as additional salary, one-hundred percent (100%) of the difference between the cost of the less costly plan elected by the employee and the cost of the NJ Direct 15 plan at the employee's level of coverage (single, family, parent/child or employee/spouse). The additional salary payments shall be

made in two (2) installments, the last pay in December and the last pay in June. Election of a different plan shall be pursuant to the rules of the SEHBP.

g. Travel

The Employee also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences she may incur while discharging the duties of Assistant 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 Assistant Superintendent shall be entitled to attend the annual NJSBA/NJASA/NJASBO Workshop and Convention and the annual conference of the NJASA, and one additional 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 District will supply the following to assist the Employee in performing her duties: cell phone, Chromebook and laptop computer. Upon separation, these items will be returned to the district.

7. Professional Liability

- a. The Board of Education agrees it shall defend, hold harmless and indemnify the Employee for any and all demands, claims, suits, actions, and legal proceedings brought against the Employee in her individual capacity or in her official capacity as agent and/or employee if the Board of Education, provided the incident arose while the Employee was acting within the scope of her employment; and, as such, liability coverage is within the authority of the Board of Education to provide under state law.
- b. If, in the good faith opinion of the Employee, a conflict exists with respect to the defense of such claim between the legal position of the Employee and the legal position of the Board of Education, the Employee may engage counsel, in which event the Board of Education shall indemnify the Employee for the cost of legal defense as permitted by state law.

8. Disability of the Employee

In the event of disability by illness or incapacity, after the sick leave of the Employee has been exhausted, compensated shall be reinstated after the Employee has returned to her employment and undertaken the full charge of her duties. If a question exists concerning the capacity of the Employee to return to her duties, the Board of Education may require the Employee to submit to a medical examination to be performed by a physician licensed to practice medicine in the State of New Jersey, to be selected and paid for by the Board of Education.

1. Professional Associations

The Board of Education agrees to pay dues and fees on behalf of the Employee to local, state, and national professional associations relevant to her position. Payment shall not exceed the amount set forth in the annual budget of the Board of Education. These associations shall include, but not be limited to: Association for Supervision and Curriculum Development (ASCD), New Jersey Association for Supervision and Curriculum Development (NJASCD), New Jersey Association of School Administrators (NJASA) and Personnel Administrators Association (PAA).

2. Development

The Employee shall be entitled to attend appropriate professional meetings at the local, state, and national level, the expenses of said attendance to be incurred by the Board of Education. Expenses for one (1) state and one (1) national convention to be incurred shall not exceed the amount included in the annual budget of the Board of Education without special agreement by the Board of Education. The Board shall pay all costs and fees associated with any state-mandated continuing education.

3. Prior Tenure/Seniority Rights:

The Employee retains all tenure/ seniority rights accrued in any position which she previously held in the District. The Employee shall also continue to accrue seniority in all positions in which she achieved tenure in the District, as indicated under N.J.A.C. 6A:32-5.1. The Employee shall have the right to assert all tenure and seniority rights in the event that the Board does not renew this Contract for any reason.

4. Evaluation

Evaluation procedures will be followed pursuant to N.J.A.C. 6A:10-4.4.

5. Savings Clause

If during the term of this Agreement, it is found that a specific clause of the Agreement is illegal in Federal, or State law, the remainder of the Agreement not affected by such ruling shall remain in force.

6. Complete Agreement

The Employment Agreement embodies the entire contract between the parties hereto and cannot be varied except by written agreement of the parties.

7. Agreement

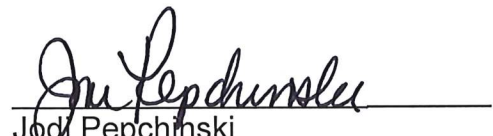
This embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

WHEREAS, the Assistant Superintendent for Curriculum and Human Resources has approved of the terms and condition of this Contract; and

WHEREAS, the form and legality of this Contract has been approved by the Board's legal counsel, this Contract has been approved by a vote of the Manalapan-Englishtown Regional Board of Education at its meeting of May 27, 2025.

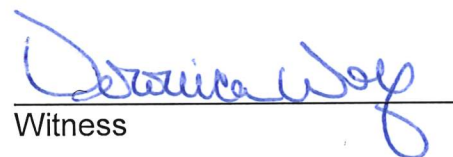
IN WITNESS WHEREOF, they have set their hands and seals to this Contract effective on the day and year first above written.

FOR THE ASSISTANT SUPERINTENDENT
FOR CURRICULUM AND HUMAN RESOURCES


Jodi Pepchinski
Assistant Superintendent for Curriculum
and Human Resources

FOR THE MANALAPAN-
ENGLISHTOWN REGIONAL BOARD
OF EDUCATION


David Ferber
Board President


Witness