

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 8 day of ~~November~~ 2023 by and between the MANCHESTER TOWNSHIP BOARD OF EDUCATION, County of Ocean, with offices located at 640 H. 100 NJ (hereinafter referred to as the "Board"), and Ms. Diane Pedroza;

WHEREAS, Ms. Pedroza is employed by the Board as its Director of Curriculum pursuant to an Employment Agreement with a term running from July 1, 2023 through June 30, 2024; and

WHEREAS, The terms and conditions of that Employment Contract between the parties dated July 1, 2022, shall remain in full force and effect;

WHEREAS, a vacancy has occurred in the position of Superintendent of Schools effective, on or about November 7, 2023; and

WHEREAS, the Board wishes to employ Ms. Pedroza as the Acting Superintendent, in addition to her serving as Director of Curriculum while it commences a search for a candidate to fill the position of Superintendent;

NOW THEREFORE, in consideration of the above recitals which are an integral part of this Agreement, the Board and Ms. Pedroza hereby agree as follows:

1. In addition to serving as Director of Curriculum, Ms. Pedroza shall also serve as Acting Superintendent of Schools from or about November 7, 2023, until such time as her services in this capacity are no longer required by the Board.
2. For the period beginning November 7, 2023, the Board shall pay Ms. Pedroza an annual salary of \$195,000, which shall be prorated for the time she serves as Acting Superintendent.
3. If Ms. Pedroza remains in the position of Director of Curriculum/Acting Superintendent effective July 1, 2024, then the Board shall pay Ms. Pedroza a pro-rated annual salary of \$200,850.
4. The salary that Ms. Pedroza receives while performing duties of the position of Director/Acting Superintendent shall in no way impact the granting of any pay raise(s) Ms. Pedroza would otherwise receive on or about July 1, 2024, or the

beginning of any school year thereafter, when she reverts to the position of Director of Curriculum.

5. The parties expressly agree that if Ms. Pedroza is no longer performing the function of Acting Superintendent, she shall be returned to her position of Director of Curriculum, at a salary of \$ 171,014 (pro-rated) for the remainder of the 2023-24 school year, and in subsequent years, to a salary that includes whatever pay increases to which she otherwise would have been entitled as Director of Curriculum.
6. All other terms and conditions of Ms. Pedroza's employment as Director shall remain unchanged.
7. As Acting Superintendent, Ms. Pedroza shall have all authority and responsibility as is legally conferred upon a Superintendent of Schools including, but not limited to:
 - 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, (attached as Exhibit A).
 - 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 his/her vacation time, or at other times when s/he 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 her 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.

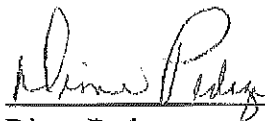
- c. To assume the responsibilities for the selection, appointment, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable Board policies and directives. The Board 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. Where the Superintendent has received a *Rice* notice and has opted to have the discussion in executive session, she shall have the right to address the board in executive session and bring an attorney to represent her.
- 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.
- j. The Board acknowledges that the administration and the day-to-day operation of the district falls within the legislatively designated authority of the superintendent. The Board further acknowledges that the Board's legislatively designated role is to ensure that administrative authority is exercised consistently with the laws of the state as well as the duly adopted policies of the Board such that no exercise of administrative authority can be fairly characterized as arbitrary, capricious, or unreasonable.

8. Either party may terminate this contract upon thirty (30) days' notice with or without cause. In the event that either party elects to terminate this contract, then Ms. Pedroza shall be permitted to resume her duties in the position of Director of Curriculum.
9. Throughout the term of this contract, Ms. Pedroza shall retain all tenure rights she has accrued in her service to the district and shall continue to accrue seniority.
10. This Agreement is subject to approval by the Board and the Ocean County Executive County Superintendent.

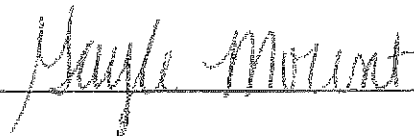
IN WITNESS WHEREOF, the parties acknowledge their agreement to the terms hereof by executing below:

MANCHESTER BOARD OF EDUCATION



Diane Pedroza
Acting Superintendent

BY:

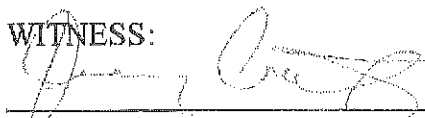


Board President

Dated: 11/19/2023

Dated: 11/21/23

WITNESS:



, Bd. Sec./Bus. Admin.

Dated:

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 8 day of NOVEMBER, 2023 by and between the MANCHESTER TOWNSHIP BOARD OF EDUCATION, County of Ocean, with offices located at Whiting, NJ (hereinafter referred to as the "Board"), and Ms. Diane Pedroza;

WHEREAS, Ms. Pedroza is employed by the Board as its Director of Curriculum pursuant to an Employment Agreement with a term running from July 1, 2023 through June 30, 2024; and

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WHEREAS, a vacancy has occurred in the position of Superintendent of Schools effective, on or about November 7, 2023; and

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 - 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, (attached as Exhibit A).
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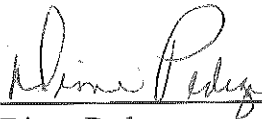
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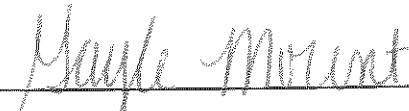
MANCHESTER BOARD OF EDUCATION



Diane Pedroza
Acting Superintendent

Dated: 11/19/2023

BY: _____



Board President

Dated: 11/21/23

WITNESS:



, Bd. Sec./Bus. Admin.

Dated: