

CONTRACT OF EMPLOYMENT
this Agreement, made this 1st day of July 2022, between
the MONROE TOWNSHIP BOARD OF EDUCATION
in Middlesex County (hereinafter "the Board")
with offices located at
423 Buckelew Ave, Monroe Township, NJ 08831 and
Chari Chanley (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 Chari Chanley as Superintendent of Schools for the period of July 1, 2022 through 11:59 p.m. June 30, 2025. The parties acknowledge that this Contract must be approved by the Middlesex 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.

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.

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 shall not substantially increase the duties of the Superintendent by assigning him/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 shall be reflected in an addendum to this Employment Agreement, and such addendum shall be approved by the Executive County Superintendent.

K. 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.

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 provide the following salary as part of the Superintendent's compensation:

a. Initial Salary. The Board shall pay the Superintendent an annual base salary of Two Hundred Thousand Dollars (\$200,000.00) for the 2022-2023 school year, plus a longevity payment of One Thousand Four Hundred Five Dollars (\$1,405.00). This annual salary shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

b. Effective July 1, 2023, the Board shall pay the Superintendent an annual base salary of Two Hundred Four Thousand Dollars (\$204,000.00), which

is an increase of 2%, plus a longevity payment of One Thousand Seven Hundred Five Dollars (\$1,705.00) for the 2023-2024 school year.

c. Effective July 1, 2024 the Board shall pay the Superintendent an annual base salary of Two Hundred Eight Thousand and Eighty Dollars (\$208,080.00), which is an increase of 2.5%, plus a longevity payment of One Thousand Seven Hundred Five Dollars (\$1,705.00) for 2024-2025 school year.

2. No Reduction in Salary/Compensation. During the term of this Employment Contract, including any extension hereof, the Superintendent shall not be reduced in compensation and/or benefits except as otherwise provided by law. Throughout this agreement the Superintendent will retain all tenure rights, and will continue to accrue seniority rights, to all positions to which she has earned tenure within the district.

B. 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 and notice to the Board, the Board shall reimburse the Superintendent for any accumulated but unused sick days not to exceed the statutory maximum of \$15,000. Payment shall be made within sixty (60) days of the Superintendent's last day of employment. Throughout this contract, the per diem rate shall be calculated as 1/260 of the Superintendent's then-current annual salary.

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 Middlesex County Administrators Association, Learning Forward, ASCD 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. The Superintendent shall be entitled to attend the annual NISBA/NIASA/NTASBO Workshop and Convention, NJASA TECHSPO, the annual conference of the NJASA, the annual AASA conference, AASA SEL Cohort meetings, and/or the AVID Summer Institute. 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. In addition to the above, the parties acknowledge that the Superintendent engages in mentoring through New Jersey Leaders to Leaders ("NJ L2L"). The board acknowledges that the Superintendent may continue her activities through NJ L2L on her own time or while taking vacation time from the district. There will be no expense to the district for the Superintendent's activities through NJ L2L.

D. Professional Publications. 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. The Superintendent shall contribute toward the cost of her medical, dental and prescription benefits at the rates set forth in tier four of P.L. 2011, Chapter 78, reduced by 20%. Insurance will be provided by the same carrier the Board has contracted with for all other employees with like benefits. Such limitation shall in no way link this Contract with any agreement collectively negotiated with district employees. The 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 Superintendent will be paid \$4,000 for waiver of family coverage and \$2,500 for waiver of single coverage.

F. Disability. The Board shall provide the Superintendent with disability coverage on the same terms and conditions as that provided to other district employees, and permissible by state statute, naming the Superintendent as beneficiary.

G. 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 1 of each year of the Contract.

2. The Superintendent shall be entitled to take time off during the district's winter and spring breaks. It will be unnecessary for the Superintendent to utilize sick or vacation leave during these breaks.

3. 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.

4. The Board encourages the Superintendent to take her full vacation allotment each year; however, not more than 20 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.

5. Vacation leave not taken in a given year because of duties directly related to a state of emergency declared by the Governor may accumulate at the discretion of the Board until, pursuant to a plan established by the Board and the Superintendent, the leave is used or the Superintendent is compensated for that leave.

6. Upon separation from employment, the Superintendent shall be paid for his/her unused, accumulated vacation days. The per diem rate for unused vacation days shall be calculated at 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. Holiday Leave. The Superintendent shall be entitled to all holidays granted to other administrators in the district.

I. Personal Leave. The Superintendent shall be entitled to 3 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. As much advance notice as possible of the request to take personal time will be given to the Board President. Personal day usage shall be reflected on time-off slips filed with the Board Secretary. Unused personal days shall convert to accumulated sick leave at the end of each year of the contract.

J. 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.

K. Attendance Record. 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.

L. Professional Liability. The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all 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.

M. Cellular Telephone/Smart Phone: The Board will purchase an iPhone for the Superintendent, which will be used exclusively for her duties as Superintendent. The Board will pay for the fees associated with this phone.

ARTICLE V

ANNUAL EVALUATION

A. The Board shall evaluate the performance of the Superintendent at least once per year 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. 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 Superintendent's personnel file upon the Superintendent's request. On or before June 1st of each year of this Employment Contract, 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 by June 30 of each year of this Contract. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.

B. Within one hundred twenty (120) 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, June 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. 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 compensation shall thereafter be paid, under any one of the following circumstances:

(1) 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*;

(2) forfeiture under *N.J.S.A. 2C:51-2*;

(3) mutual agreement of the parties; or

(4) notification in writing by the Board to the Superintendent, at least 90 calendar days prior to the expiration of this Contract, of the Board's intent not to renew this Contract.

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.

ARTICLE VII

RENEWAL - NON RENEWAL

This Employment Contract shall automatically renew for a term of three calendar years, expiring at the close of business June 30, 2028 unless either of the following occurs:

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

B. the Board notifies the Superintendent in writing, prior to April 1, 2025 that she will not be reappointed at the end of the current term, in which case her employment as superintendent of schools shall cease upon the expiration of this Contract and she shall be permitted to exercise bumping rights to be placed in any position in the district to which she holds superior tenure and seniority rights; or

C. In accordance with such laws and regulation that would require nullification of this Contract.

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

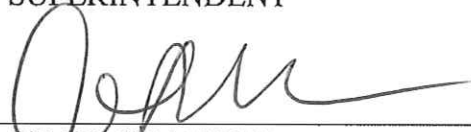
The Superintendent shall have the right, upon request, to review the contents of her personnel file and to receive copies at Board expense of any documents contained therein. She/he shall be entitled to have a representative accompany her during such review. At least once every year, the Superintendent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

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

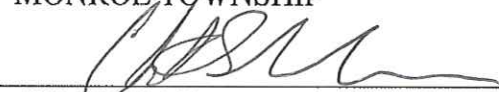


CHARI CHANLEY

Date:

7/20/2022

BOARD OF EDUCATION OF
MONROE TOWNSHIP



CHRISSY SKURBE, President

Date:

7/20/2022

WITNESS:



LAURA ALLEN

Acting Business Administrator

Date:

7/20/22

ATTEST:



LAURA ALLEN

Acting Business Administrator

Date:

7/20/22