

EMPLOYMENT CONTRACT
ELIZABETH BOARD OF EDUCATION
AND
SUPERINTENDENT OF SCHOOLS

This Employment contract is made and entered into this 21st day of June, 2018 by and between the ELIZABETH BOARD OF EDUCATION, with principal offices located at 500 North Broad Street, Elizabeth, New Jersey 07207 (hereinafter referred to as the "Board ") and OLGA HUGELMEYER (hereinafter referred to as "Mrs. Hugelmeyer" or the "Superintendent"),

WITNESSETH:

WHEREAS, the Board desires to retain the services of Mrs. Hugelmeyer, currently serving as Superintendent of Schools, and Mrs. Hugelmeyer has agreed to provide said services; and

WHEREAS, the Board has received approval of this Employment Contract from the State Department of Education through the approval of the Interim Executive County Superintendent ("ECS"); and

WHEREAS, the Board has approved the appointment of Mrs. Hugelmeyer as Superintendent of Schools subject to the terms and conditions set forth in this Employment Contract;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, this Employment Contract is duly entered into by the Board and the Superintendent and they agree as follows:

1. **TERM**

The term of this Agreement shall be for the period beginning July 1, 2018 year ending at the close of business on June 30, 2021.

2. **CERTIFICATION AND RESPONSIBILITIES**

A. Certification: Mrs. Hugelmeyer represents that she possesses the required Certification as School Administrator issued by the New Jersey State Board of Examiners, and that said Certification is now and shall remain in full force and effect throughout the term of this Agreement. In the event that Mrs. Hugelmeyer's Certification is revoked for any reason whatsoever, this Agreement shall immediately be rendered null and void as of the date of revocation.

B. Duties: As Superintendent of Schools for the Elizabeth School District, Mrs. Hugelmeyer shall be invested with such duties and responsibilities in said position as are specified in Title 18A of the New Jersey Statutes and all other applicable laws and regulations, and in accordance with all Board policies, administrative regulations and job descriptions pertaining to the functions, responsibilities, powers and authority of a Superintendent of Schools. Mrs. Hugelmeyer accepts the appointment and agrees faithfully and to the best of her ability to perform and carry out all of the duties of the office of Superintendent, to attend all meetings and school functions required by the Board and to otherwise serve as the Chief School Administrator of the District.

The members of the Board, individually and collectively, will discuss with the Superintendent any and all criticisms, complaints and suggestions concerning the operation and management of the District called to their attention.

C. Outside Activities: The Superintendent shall devote her time, attention and energy to the business of the District. However, she may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities which are of a short-term duration at her discretion. Such aforesaid outside activities which require the Superintendent to be absent from the School district for more than two (2) full working days per month are subject to the Board's approval, which shall not be unreasonably withheld.

3. PROFESSIONAL GROWTH OF SUPERINTENDENT

The Superintendent shall attend appropriate professional meetings at the local, state and national levels. Expenses of said attendance and membership in said professional organizations including but not limited to the New Jersey Association of School Administrators (NJASA), the American Association of School Administrators (AASA), and the New Jersey Network of Superintendents (NJNS) shall be paid by the Board, but overnight expenses shall be limited to one (1) national convention and two (2) state conventions per year, except with the agreement of the Board of Education. The Board expects the Superintendent to continue her professional development. The Superintendent shall file a satisfactory itemized expense statement for reimbursement of any such expense, in accordance with the Board's usual procedure and State law.

4. COMPENSATION

A. Beginning July 1, 2018, Mrs. Hugelmeyer shall be compensated in the amount of Two Hundred Ten Thousand Dollars (\$210,000.00) annually for the term of this contract. Her salary shall be paid in equal installments in accordance with the policy of

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.

B. Merit Pay

1. Beginning with the 2018-19 school year, the Superintendent shall be eligible for additional annual merit increases which may be provided based on the merit criteria set forth below. Any such merit increases shall be awarded in accordance with the law and Code in effect at the time at which they are considered by the Board. Merit increases shall be considered extra compensation and shall not be cumulative.

The merit bonus for each school year will be based upon the Superintendent's achievement of quantitative merit criteria and/or qualitative merit criteria. The Board and Superintendent shall select up to three (3) quantitative merit criteria and up to two (2) qualitative merit criteria per contract year and submit same to the ECS prior to September 1st for review and approval. The ECS shall approve or disapprove the selection of quantitative merit and/or qualitative merit criteria and the data that forms the basis of measuring the achievement of quantitative merit and/or qualitative merit criteria. At the discretion of the Board, the Superintendent may receive a merit bonus in an amount up to three and one-third percent (3.33%) of her annual base salary for each quantitative merit criterion achieved, and/or a merit bonus in an amount of up to two and one-half percent (2.50%) of her annual base salary for each qualitative merit criterion achieved. The Board shall submit a resolution to the ECS certifying that the quantitative merit and/or qualitative merit criteria have been satisfied and shall await a confirmation of the satisfaction of the criteria from the ECS prior to payment of the merit bonus.

2. 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.

5. OTHER TERMS AND BENEFITS

The Board shall provide the Superintendent, as part of her compensation, with the following benefits:

A. Vacation Holidays: The Superintendent shall be granted twenty-two (22) vacation days annually, all of which shall be available to the Superintendent on July 1st of each year. She may carry over all unused vacation days from one year to the next up to a maximum of forty-four (44) days without Board approval. In the event that the Superintendent has unused accumulated vacation leave at the time of her employment with the District terminates, she shall be paid at the rate of 1/260 of her then current annual salary of each day of unused accumulated vacation leave, up to a maximum of 44.

The Superintendent shall be permitted to take vacation days at any time. The Board, through the Board's Business Office, shall be responsible for maintaining written documentation of the Superintendent's earned and accrued vacation days.

The Superintendent shall be entitled to holidays as defined as those paid holidays observed by closing the Central Office.

B. Sick Leave: The Superintendent shall be allowed thirteen (13) days sick leave annually. The unused portion of such leave, at the end of any year, shall be cumulative.

Upon retirement, the Superintendent shall be compensated for her unused sick days at her per diem rate. Throughout this contract, the per diem rate shall be calculated as 1/260 of her then-current salary. In no event shall the payment exceed the sum of \$15,000.00.

C. Medical Benefits: The Board shall provide the Superintendent with individual or family health benefits coverage. The Superintendent shall pay the premium costs for all such coverages set forth in Chapter 78, *P.L.* 2011 (passed as Senate No. 2937) and implementing regulations. Such limitation 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.

D. Mileage Automobile: Superintendent shall be reimbursed for actual mileage when using her vehicle for Board business as annually established by the New Jersey Office of Management and Budget.

E. Tuition Reimbursement: The Board shall reimburse to the Superintendent in full or in part for registration fees, tuition expenses, and textbook for graduate coursework provided the Superintendent has received prior approval of course of program from the Board of Education, which approval shall not be unreasonably withheld. The Superintendent shall follow Board policy in supplying the necessary documents when seeking reimbursement and file an itemized statement.

The Board shall pay all costs and fees associated with any state-mandated continuing education.

F. Personal Days: Superintendent shall be granted 2 personal days on an annual basis.

G. Emergency Leave: Superintendent shall be granted emergency leave in accordance with the Board's policy as granted to other professional staff of the District.

H. Professional Liability: The District agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against her in her individual capacity as agent and employee of the District, provided the incidents arose while Superintendent was acting within the scope of her employment.

The Board shall provide liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from her functioning as Superintendent and will reimburse her for any portion of such expense and judgments not covered by insurance.

The Superintendent has the right to choose her own counsel, who shall be reimbursed by the Board. Any such representation shall be consistent with the terms of the District's professional liability insurance carrier.

I. Cellular Service: The Board shall provide the Superintendent with a cell phone for use on Board business.

J. Internet Access: The Board shall provide the Superintendent internet access for home use to a maximum of \$500.00.

6. SEPARATION FROM SERVICE

A. Payment to Estate: If the Superintendent dies before her Employment Contract year is completed, payment for her accumulated vacation days shall be made to her estate, subject to limitations set forth above and consistent with the District's policy.

B. Disability of the Superintendent: In the event of disability by illness or incapacity, after the Superintendent's sick leave has been exhausted, compensation shall be reinstated after the Superintendent has returned to employment and undertaken the full discharge of her duties. If a question exists concerning the capacity of the Superintendent to return to her duties, the Board may require the Superintendent to submit to a medical examination, to be performed by a doctor approved by the Board and the Superintendent. The examination shall be done at the expense of the Board. The physician shall limit his/her report to those factors that prohibit the Superintendent from performing her duties.

7. EVALUATION

The Board shall evaluate the performance of the Superintendent at least once a year during the term of this Agreement. Each evaluation shall be in writing, a copy shall be provided to the Superintendent and the Superintendent and the Board shall meet to discuss the findings. The evaluation shall be based upon the goals and objectives of the district, the responsibilities of the Superintendent as set forth in the job description for the position (attached hereto and incorporated herein by reference) and such other criteria as the State Board of Education shall by regulation prescribe.

On/or before May 1st, the Board and the Superintendent shall meet in closed, executive session for the purpose of mutual evaluation of the performance of the Board and the Superintendent. The Board shall supply the Superintendent with a copy of its written evaluation of her, which shall include areas of strength and weakness and which shall provide direction as to areas of performance in need of improvement.

In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include recommendations as to the areas of 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. On/or before June 1st, 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 Board shall be required to provide any back- up materials utilized in the process.

8. PREEXISTING 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 her contract or in the event that the Superintendent voluntarily resigns from her position as Superintendent.

9. PROFESSIONAL LEAVE

The Superintendent shall be given up to ten (10) days annually, in addition to the vacation/personal days to which she is entitled under this Agreement, to participate in the following programs which are deemed beneficial to the Board:

- The Panasonic Foundation
- Hispanic Association of Colleges and Universities (which serves school districts).

10. **TERMINATION**

This Contract may be terminated under the following conditions:

- A. Non-renewal by notification on or before April 1, 2021;
- B. By the Board, for cause or upon any other basis in accordance with N.J.S.A. 18A:17-20.2;
- C. By Mrs. Hugelmeyer, upon ninety (90) calendar days written notification;
- D. In the event that the Superintendent's certificate is revoked, this Contract shall be null and void as of the date of the revocation pursuant to N.J.S.A. 18A:17-15.1;
- E. If the Superintendent is precluded from performing her duties by any judgment, order or directive of any Court of competent jurisdiction or by the Commissioner of Education of the State of New Jersey, all provisions of this Contract shall terminate, the Contract shall be null and void, and the Superintendent's employment shall cease effective immediately;
- E. By the incapacity of the Superintendent; or
- F. By mutual Agreement of the parties.

In the event that the Board elects to terminate this Contract prior to its expiration date for a reason other than those set forth in this Section 10(A) – (F) or otherwise permitted by statute, and to remove the Superintendent from the actual performance of her duties, the Board shall compensate the Superintendent for all salary and fringe benefits until the expiration date is reached, minus compensation from any and all other

employment. It is understood that the Superintendent must make a good faith effort to find employment elsewhere as soon as possible and prior to the expiration date of the within Contract. The salary received by the Superintendent in such employment shall be deducted from the payments made to the Superintendent by the Board. Insurance benefits will be adjusted to reflect coverage, if any, in the new position.

11. RENEWAL - NON RENEWAL

This Employment Contract shall automatically renew for a term of 3 calendar years, expiring July 1, 2024, 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, 2021, 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; or

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

12. RIGHT TO LEGAL COUNSEL:

Mrs. Hugelmeyer acknowledges that she has been informed of her right to be represented by legal counsel regarding the negotiation, development, and approval of this Contract and that the Board's legal counsel does not represent her in this matter. However, Mrs. Hugelmeyer shall have the right to contact the Board legal counsel for assistance on all other matters as the need arises in carrying out her duties.

13. COMPLETE AGREEMENT

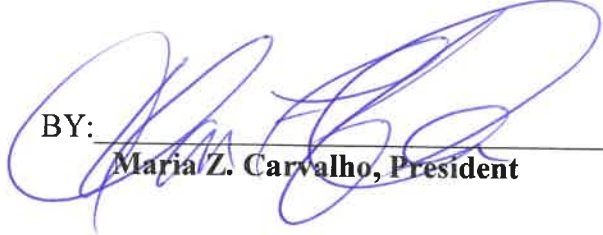
This Agreement incorporates the parties' entire agreement and complete understanding concerning the terms and conditions of Mrs. Hugelmeyer's retention by the Board as Superintendent. This Agreement may not be modified or amended in whole or in part except by mutual agreement of the parties incorporated in a writing signed by both parties and ratified by the Board. This Agreement shall be construed in accordance with the provisions of the laws of New Jersey.

14. SEPARABILITY

In the event that any provision of this Contract is deemed to be illegal or unenforceable by a court or agency of competent jurisdiction then the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Board has caused this Agreement to be approved and authorized the Board President and Board Secretary to set their hands and seals on the dates set forth below:

ELIZABETH BOARD OF EDUCATION

BY: 

Maria Z. Carvalho, President

Date: 6/21/2018

SUPERINTENDENT OF SCHOOLS



Olga Hugelmeyer

Date: 6/21/2018

WITNESS:



Harold E. Kennedy Jr.
School Business Administrator/
Board Secretary

Date: 6/21/2018

WITNESS:



Date: 6/21/2018