

EMPLOYMENT CONTRACT
THE CARTERET BOARD OF EDUCATION
AND
ROSA DIAZ

THIS EMPLOYMENT CONTRACT is made and entered into by and between the CARTERET BOARD OF EDUCATION, with offices located at Administration Building, 599 Roosevelt Avenue, Carteret, New Jersey 07008 (hereinafter referred to as the "Board"), and ROSA DIAZ (hereinafter referred to as the "Superintendent").

WITNESSETH

WHEREAS, the Board desires to provide the Superintendent with a written Employment Contract in order to enhance administrative stability and continuity within the Carteret School District ("District"), and, thereby, to generally improve the quality of the overall educational program offered in the District; and

WHEREAS, the Board and the Superintendent believe that a written Employment Contract is necessary to specifically describe their relationship and to serve as the basis of effective communication between the parties as they fulfill their governance and administrative functions in the operation of the educational program of the District; and

WHEREAS, the Executive County Superintendent of Schools ("County Superintendent") has approved the terms and conditions of this Employment Contract; and

WHEREAS, the Superintendent has approved the terms and conditions of this Employment Contract.

NOW, THEREFORE, the Board and the Superintendent, for the consideration stated herein below, agree as follows:

1. TERMS OF EMPLOYMENT

The Board, in consideration of the promises of the Superintendent herein contained, employs the Superintendent, and the Superintendent hereby accepts employment, as the Superintendent of Schools for the District for a term commencing July 1, 2021 and expiring at midnight on June 30, 2026.

Any and all previous employment contracts between the Board and the Superintendent are hereby rescinded.

The word "year" and the term "school year" as hereinafter used shall mean the twelve (12) month period from July 1 through June 30.

2. CERTIFICATION AND RESPONSIBILITIES

A. Certification: The Superintendent shall hold a valid and appropriate certificate to act as Superintendent of Schools in the State of New Jersey throughout the term of this Employment Contract. In the event that the certificate of the Superintendent is revoked, this Employment Contract is null and void as of the date of revocation.

B. Duties: The Superintendent shall be the chief executive and administrative officer of the District and shall have general supervision over all aspects, including the fiscal operations and instructional programs, of the District and shall arrange the administrative and supervisory staff including instruction and business affairs, which in her judgment, best serve the District. The Superintendent shall make recommendations for the consideration and action of the Board as to the placement, transfer, and dismissal of instructional and non-instructional personnel. The Superintendent shall assume supervision over her assistants, all principals, her own staff, and all other employees in the District.

The members of the Board, individually and collectively, will refer to the Superintendent all criticisms, complaints, and suggestions concerning the operation and management of the District called

Final Page 2 of 15 March 30, 2021

to their attention. Any such references shall be discussed by the Board members at a scheduled meeting of the Board and a consensus sought to direct the Superintendent to study, recommend, and/or take action.

The Superintendent shall have the right to legal assistance in carrying out her duties at the expense of the Board provided that she has conformed to the Board's policies, rules and regulations, and New Jersey law. The Superintendent shall attend all Board meetings and shall have the right to speak at all Board meetings and at all meetings of Board Committees.

In the case of meetings at which the Board intends to discuss the Superintendent's performance or engage in negotiations with the Superintendent regarding her employment contract, the Superintendent's right to notice and to attend and be represented by counsel shall be governed by applicable New Jersey law.

All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent, and shall be set by Board policy and bylaws. Duties assigned to the Superintendent may be modified by mutual agreement from time to time, consistent with the intent set forth above.

The Superintendent's duties include, but are not limited to, all duties set forth in the Job Description for the position of Superintendent as such Job Description may be amended from time to time, all such duties established by statute and regulation, and the following duties:

1. Formulation of policy, for approval by the Board, concerning educational programs, organizations, staff, budgets, and educational philosophy, and administration of the District within the framework of policies adopted by the Board.
2. Interpretation of the policies of the Board as they relate to District programs for administrative and school staffs.

3. Recommendation of personnel in the District for appointments, assignments, transfers, leaves, salary guide increments, demotions, or dismissals, in accordance with the policies of the Board.
4. Preparation, with the cooperation of the Secretary of the Board and others concerned, of a consolidated budget for the District for approval by the Board, and administration of the budget in accordance with approved Board policies.
5. Recommendation for adoption of all textbooks and supplementary instructional materials after consultation with the administrative staff. The Superintendent shall be responsible for the selection of teaching equipment, supplies, texts, and related materials.
6. The authority to make exceptions to established Board policy, when necessary, which authority shall be exercised in a reasonable and prudent manner. The Superintendent must immediately submit to the Board a written report of any action she takes which constitutes an exception to Board policy.
7. Acting as a consultant on all plans and specifications for the remodeling, adding to or revision of the District plant where pupil and/or teacher welfare is affected, but the Board may hire the necessary professionals to oversee and manage such work.
8. Preparation of rules and regulations to interpret and implement the established policies of the Board. Such rules and regulations are to be germane to the policies established by the Board, and are to be submitted to the Board for approval.
9. Submission of a recommended school calendar to the Board.
10. Submission of a list of recommended health services personnel (e.g., doctor, dentist, optometrist, and other providers of like services).
11. Assuring that the District is represented at all Public Library meetings.

12. Consulting with the staff relative to educational recommendations and decisions.
13. Assisting in negotiations as a resource person for the Board.
14. Providing a proper educational atmosphere for the development and implementation of innovative educational programs.

C. Outside Activities: The Superintendent shall refrain from outside employment or activities, which would impair her ability to manage the District.

3. PROFESSIONAL GROWTH OF SUPERINTENDENT

The Board encourages the continuing professional growth of the Superintendent through her participation, as she might decide in light of her responsibilities as the Superintendent, in the following:

- A. The operations, programs, and activities conducted or sponsored by local, state, and national school administrator and/or school board associations;
- B. Seminars and courses offered by public or private educational institutions;
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform her professional responsibilities for the Board;
- D. Visits to other educational institutions and/or school districts; and
- E. Other activities promoting the professional growth of the Superintendent.

In its encouragement of the continued professional growth of the Superintendent, the Board shall permit the necessary release time each school year for the Superintendent, as she deems appropriate, to attend to such matters as noted in this Article "3," entitled "Professional Growth of Superintendent," and shall pay up to ten thousand (\$10,000) dollars for tuition for attendance at an accredited college or university; and/or or all state mandated continuing education (including attendance at state and national conferences and related costs and necessary travel expenses of the Superintendent in connection

therewith. The Superintendent shall be reimbursed for travel expenses in accordance with N.J.S.A. 18A:11-12 and the regulations promulgated there under.

4. COMPENSATION

A. Salary: The Board shall pay the Superintendent an annual salary of \$189,425.63 for the 2021-2022 school year. The Superintendent shall receive a two percent (2%) salary increase, each year, thereafter, during this Employment Contract. The annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees of the Board. In the event the salary cap regulations expire or are amended, the parties agree to negotiate a salary increase; any such salary increase shall be reflected in an addendum to this contract and shall be subject to the approval of the Executive County Superintendent.

B. Merit Bonus. The Superintendent may receive a merit bonus in addition to her annual base salary. The merit bonus will be based upon her achievement of quantitative merit criteria and/or qualitative merit criteria. The Board and Superintendent shall select two (2) quantitative merit criteria and one (1) qualitative merit criteria per contract year. The Executive County Superintendent shall approve or disapprove the selection of the 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. The Superintendent shall receive a merit bonus in the amount of 3.33% of her annual salary for each quantitative merit criterion achieved, and/or a merit bonus in the amount of 2.50% of her annual salary for each qualitative merit criterion achieved. The Board shall submit a resolution to the Executive County Superintendent certifying that the quantitative merit and/or qualitative merit criterion have been satisfied and shall await a confirmation of the satisfaction of that criterion from the Executive County Superintendent prior to payment of the merit bonus. The Superintendent shall receive payment for the merit bonus within thirty (30) days of receipt of the Executive County

Superintendent approval. The Board's obligation to pay the merit bonus to the Superintendent shall survive the termination of this Employment Contract.

C. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight June 30, 2026 (the final day of this Contract) unless the parties have agreed to a contract extension and that extension has been approved by the County Executive County Superintendent. The terms of the extension will govern all increases to take effect after July 1, 2026. Any renewal, extension, or modification of this Contract shall comply with the notice provisions of P.L.2007, c. 53, The School District Accountability Act, and N.J.A.C. 6A:23A-3.1, et seq.

D. 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.

E. Longevity. The Board shall pay the Superintendent Two Thousand dollars (\$2,000.00) for longevity per school year, subject to withholdings for pension contribution.

5. BENEFITS

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

A. Vacation/Holidays: The Superintendent shall be granted thirty (30) vacation days annually, all of which shall be available to the Superintendent on July 1 of each year. The Superintendent may carry over thirty (30) unused vacation days for up to one (1) year as required by business demands in accordance with the provisions of N.J.S.A. 18A:30-9.1. All days carried over must be used in the next year or those days not taken will be forfeited. Annual payment of unused vacation days is prohibited as per NJAC 6A:23A-3.1(e)8.

The Superintendent shall notify the Board of her intention to take a vacation of three (3) or more consecutive days. In addition to notification, the Superintendent shall obtain the consent of the Board for all vacations of three (3) or more consecutive days that are taken during the school year.

The Superintendent shall be entitled to all legal holidays and all other holidays as specified in the school calendar.

Upon separation from service, the Superintendent shall be paid for all unused accumulated vacation days at her per diem rate calculated as 1/260 of her then current salary. It is agreed that as of June 8, 2007 the Superintendent has zero (0) vacation days. In the event of the death of the Superintendent during the term of this Employment Contract, payment for unused accumulated vacation days shall be made to her estate.

B. Sick Leave: The Superintendent shall be allowed twelve (12) sick leave days annually. The unused portion of such leave may be carried over from one (1) year to the next, up to a maximum of 15 days annually, as per NJSA 18A:30-7. Sick leave is to be administered in accordance with N.J.S.A. 18A:30-1 et seq.

The Board acknowledges and agrees that as of June 8, 2007, the Superintendent had accrued thirty and one-half (30.5) unused sick leave days while serving as an administrator for the Carteret Public Schools, as per NJAC 6A:23A-3.1(e)7. Subject to the formula set forth below, upon the Superintendent's retirement, the Board shall pay her for the remaining unused, accumulated sick leave days earned on or prior to June 8, 2007, at the rate of one (1) day's pay for every three (3) sick days. For purposes of this formula, a day's pay is calculated as $1/240^{\text{th}}$ of her annual salary for the 2006-07 school year, which was one hundred thousand six hundred fifty three dollars (\$100,653.00). Mrs. Diaz had 30.5 days as of June 8, 2007. She will be entitled to receive \$4,263.77 ($(100,653 \times (30.5/3)/240 = \$4,263.77)$)

Upon the Superintendent's retirement, the Board's payment of deferred compensation for accrued, unused sick leave days will be the greater of: (1) the dollar value of the Superintendent's remaining, unused accrued sick leave as of June 8, 2007 (calculated as outlined above); or (2) the remaining, unused sick leave accrued by the Superintendent subject to a maximum of \$15,000.00, at the per diem rate of 1/260th of her final annual salary, as per NJSA 18A:30-.5. Payment for all sick leave provided for hereunder shall be paid upon retirement. Eligibility for any payment for remaining unused, accumulated sick leave days shall be contingent upon the Superintendent's eligibility and application for retirement under the rules and regulations of the State of New Jersey, Department of the Treasury, Division of Pensions, and Benefits. As per NJAC 6A:23A-3.1(e)7, payment for unused sick days is permissible upon retirement only. (Not separation or to an estate upon death)

C. Personal Days: The Superintendent shall be allowed three (3) personal days to be used at any time during the year earned. Personal days not used during the year earned shall be rolled into the next year and converted into sick days (maximum of 15 days annually) as per NJSA 18A:30-7.. Payment of unused sick days is prohibited.

D. Other Personal Absence: An allowance of five (5) school days will be granted without deduction in pay in case of death of father, mother, sister, brother, husband, wife, partner in a civil union, domestic partner, son, daughter, father-in-law, mother-in-law, grandfather, or grandchild, provided these days can be taken within seven (7) calendar days of the aforementioned death. An allowance of three (3) days will be granted without deduction in pay in case of death of stepfather, stepmother, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, provided these days can be taken within (5) calendar days of the aforementioned death.

E. Medical Benefits:

1. The Board shall provide the Superintendent with individual or family health benefits coverage, which includes Medical, Prescription, Dental, and Vision. The Superintendent shall pay the portion of the premium costs for all such coverage 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.

2. The Superintendent may waive coverage of Medical and Prescription in any of the health benefits plans if covered through a spouse, civil union, or domestic partner's health and prescription plan, and in accordance with procedures established by the Board. The Superintendent will be paid the lesser of (twenty-five percent) 25% or (Five Thousand Dollars) \$5,000 of the cost of said coverage for waiving such coverage. Should the Board leave the NJSEHBP, the Superintendent will be compensated thirty (30) percent of the annual premium to be paid by the District.

F. Supplemental Disability Insurance: The Board shall provide the Superintendent with Prudential Disability Insurance, or its equivalent, at the full cost and expense of the Board, up to a maximum cost of two thousand one hundred (\$2,100.00) dollars per year.

G. Membership Fees: The Board shall pay one-hundred (100%) percent of the Superintendent's membership fees to and/or charges by the American Association of School Administrators ("AASA"), the New Jersey Association of School Administrators ("NJASA"), and the Middlesex County Association of School Administrators ("MCASA") and other educational organizations.

H. Travel and Related Expenses: All reimbursement for travel and related expenses shall be in accordance with N.J.S.A. 18A:11-12 and any applicable Board policy.

I. Use of School District Vehicle: The Board shall assign the use of a District motor vehicle for school business purposes to the Superintendent, in accordance with the requirements of N.J.A.C. 6A:23A-6.12. The Superintendent shall not be reimbursed for mileage or tolls for use of the District vehicle.

7. PROFESSIONAL LIABILITY

A. 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; and, as such, liability coverage is within the authority of the Board to provide under State law.

B. If, in the good faith opinion of the Superintendent, conflict exists, regarding the defense against any such demand, claim, suit, action or legal proceeding, between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage separate counsel, in which event the Board shall indemnify the Superintendent for the reasonable costs of legal defense as permitted by State law.

8. BOARD GOALS AND OBJECTIVES

During each school year of the term of this Employment Contract, the parties shall meet to establish the Board'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. The goals & objectives for the ensuing year must be approved by the Board before June 30 of each year of this Employment Contract.

9. EVALUATION

The Board shall evaluate the performance of the Superintendent by July 1st, of each year of this Employment Contract. 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. Each evaluation shall be based upon the goals and objectives of the Board, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent, in this Employment Contract and in such other criteria as the State Board of Education shall by regulation prescribe.

The Board and the Superintendent shall meet in closed session for the purpose of the evaluation of the performance of the Superintendent. The Board shall supply the Superintendent with a copy of its written evaluation of her, which shall include areas of strengths and weaknesses and which shall provide direction as to areas of performance in need of improvement. The Superintendent shall be entitled to copies of any 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, 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 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 evaluation. 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. However, the final decision as to the evaluation format to be used shall be in the discretion of the Board.

10. TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated by:

- A. Mutual agreement of the parties.

B. Unilateral termination by the Superintendent. The Superintendent may terminate this Employment Contract upon ninety (90) days' written notice to the Board.

C. The Board may not terminate this Employment Contract and dismiss the Superintendent or reduce the compensation of the Superintendent except as provided by N.J.S.A. 18A:17-20.2 as such statute may be amended from time to time.

D. As per NJAC 6A:23A-3.1(e)14, in the event that the certificate of the Superintendent is revoked, this Employment Contract is null and void as of the date of revocation.

11. NON-RENEWAL

This Employment Contract shall automatically renew for the term of five (5) years, expiring July 1, 2031, 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 July 1, 2025, 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;
- C. In accordance with such laws and regulations that would require nullification of this contract; or
- D. This Contract is terminated pursuant to Section 10 above.

12. TENURE IN PRIOR POSITION

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. The Board acknowledges that the Superintendent has tenure in the School District as Vice-Principal, Principal, and Assistant Superintendent.

13. COMPLETE AGREEMENT

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

14. CONFLICTS

In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies, or any permissive State or Federal law, then, unless otherwise prohibited by law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of this Employment Contract.

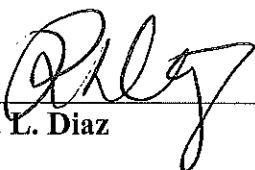
15. SAVINGS CLAUSE

If, during the term of this Employment Contract, it is determined that a specific clause of this Employment Contract is illegal under Federal or State law, the remainder of the Employment Contract not affected by such a ruling shall remain in full force and effect.

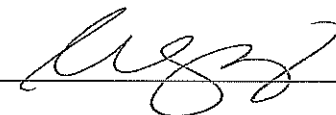
IN WITNESS WHEREOF, the parties set their hands to this Employment Contract.

SUPERINTENDENT OF SCHOOLS

ATTEST:



Rosa L. Diaz



3/31/21
Date

3/31/21
Date

CARTERET BOARD OF EDUCATION

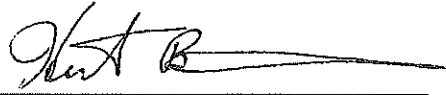
ATTEST:



Martin Murray
President

3/30/21

Date



Hector Berrios
Business Administrator/
Board Secretary

3/20/21

Date