

SUPERINTENDENT OF SCHOOLS EMPLOYMENT CONTRACT

This Employment Contract (referred to as "this Contract" or "this Agreement") is entered into on the 1st day of December 2022 by and between the **Middlesex Township Board of Education** ("the Board") with offices located at 300 John F Kennedy Dr, Middlesex, NJ 08846;

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Dr. Roberta Freeman ("the Superintendent"), whose address for purposes of notices related to this Contract is on file with the Secretary of the Board and shall be kept current by the Superintendent.

WHEREAS, Dr. Roberta Freeman currently is employed by the Board as Assistant Superintendent; and

WHEREAS, the Board wishes to employ Dr. Roberta Freeman as its Superintendent of Schools; and,

WHEREAS, Dr. Freeman wishes to accept employment as the Superintendent of Schools; and

WHEREAS, State law requires a written contract between the Superintendent and the Board; and,

WHEREAS, the Board and the Superintendent wish to describe specifically their relationship to ensure a 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 issued by the State Board of Examiners and required by N.J.S.A. 18A:17-17;

NOW, THEREFORE, in consideration of the following mutual promises and obligations set forth herein, the parties agree as follows:

I. Certification

A. The Superintendent shall possess and maintain an Administrative Certificate with endorsement as School Administrator issued by the New Jersey State Board of Examiners.

B. If, at any time during the term of this Contract, the Superintendent's above stated certification is suspended or revoked, this Contract shall be null and void as of the date of the suspension or revocation.

II. Term

The Board, in consideration of the promises and covenants contained herein, and subject to approval by the Executive County Superintendent, hereby agrees to employ and the Superintendent hereby agrees to accept employment as Superintendent of Schools

During the term of this Contract, including any extensions thereof, the Superintendent shall not be dismissed or reduced in compensation except as provided in statute. Any adjustment in salary made during the life of this Contract shall be in the form of an amendment and shall become part of the Employment Contract, but it shall not be deemed that, as a result of any adjustment, the Board and the Superintendent have entered into a new employment contract.

A. The Board will pay the Superintendent the annual salary of Two Hundred Seven Thousand Dollars (~~\$207,000.00~~) for the 2022-2023 Contract year, prorated for a partial contract year. A contract year shall consist of 260 days.

B. The annual salary shall thereafter be increased at the rate of two percent in each remaining Contract year, effective on July 1 of each year, prorated for any partial year of service.

C. Salary shall be paid in equal installments in accordance with the district's regular 12-month payroll schedule.

D. The Superintendent shall have the right during the Superintendent's employment to take a reduction in salary and require the Board to use an amount corresponding to such reduction to purchase a tax-sheltered annuity and/or mutual fund investment in accordance with N.J.S.A. 18A:66-127, et seq. and applicable tax laws, including Sections 403 (b) and 457(b) of the Federal Internal Revenue Code. The maximum amount of reduction in salary authorized shall be the maximum tax deferral amount permitted by the Federal Internal Revenue Code.

V. Other Benefits

A. Leaves

1. Vacation: The Superintendent shall be entitled to twenty (20) ✓
earned vacation days annually, inclusive of those which she may currently have earned as the Board's Assistant Superintendent. Vacation days shall be earned at the rate of ~~1.66~~ days per month of employment but shall be available in advance on July 1st of each contract year in consideration of completion of the ensuing year. Vacation days shall be prorated for any partially completed contract year. In the event of midyear termination by the Superintendent, all unearned vacation days taken up to the date of separation shall be reimbursed to the Board by the Superintendent by way of payroll deduction. Vacation days shall be taken in consultation with the Board President who may deny their utilization during periods of critical need. The Superintendent may carry over no more than ten (10) unused vacation days from one year to the next. Days not utilized in the subsequent year will be lost. Upon retirement, resignation, or death, the Superintendent or her estate shall receive a lump sum payment at the per diem rate of 1/260 of her then current salary for all earned but unused vacation days, up to a maximum of thirty (30) days. Payment for unused vacation days shall be

for the term commencing on December 1, 2022 through the close of business on June 30, 2027.

III. Superintendent's Responsibilities

A. The Superintendent shall have the duties and attendant authority prescribed by the School Laws and Board Policy for the position of Superintendent of Schools, including all responsibilities and powers as set forth in statute, the regulations of the State Board of Education, the Job Description and Policies of the Board, as well as those indicated herein, and such other duties as from time to time may be assigned by the Board, consistent with this Contract.

B. Except as otherwise provided herein, the Superintendent shall devote her full-time attention, skill and effort to this employment and 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 personal vacation time, or at other times when not required to be present in the district, the Superintendent may retain any honoraria paid. It is understood and agreed that the Superintendent works at times as an adjunct instructor at Kean University. The Superintendent shall continue to be permitted to work as an adjunct instructor so long as it does not interfere with her ability to perform the duties hereunder, as determined by the Board. The Superintendent shall notify the Board President when planning 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 taken in accordance with provisions in this Contract governing time off. The Board recognizes that the demands of the Superintendent's position require long and irregular hours, and occasionally may require attention to district business outside of the district.

C. The Superintendent shall attend all Board meetings, functions and committee meetings, and shall serve as advisor to the Board and said committees on all matters affecting the school district, except where a Rice notice has been served upon the Superintendent concerning a matter that involves the Superintendent or where the Board Attorney shall determine that the Superintendent has a conflict of interest.

D. 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.

E. The Board shall not substantially increase the duties of the Superintendent by assigning her the duties or responsibilities of another position or title unless the parties agree upon additional compensation commensurate with such increase in duties, and the additional compensation is reflected in an addendum to this Contract, and such addendum has been approved by the Executive County Superintendent.

IV. Compensation

made by the Board within sixty (60) calendar days of the Superintendent's last day of employment. In the event of Dr. Freeman's death during the term of this Contract, unused vacation days shall be paid to her estate. In accordance with N.J.S.A. 18A:30-9.1, vacation days 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 pursuant to a plan established by the Board until such time as the Superintendent uses the accumulated vacation days or the Superintendent is compensated for the accumulated unused vacation days following a Board resolution approving payment of same.

2. Holidays: The Superintendent shall be entitled to the holidays available to other 12-month, unaffiliated, central office administrators in the district. These shall include days on which the school district is closed. The Superintendent shall be permitted time off with pay for four days during school recess periods when teachers and students are not present—two during the winter break and two during the spring break. Otherwise, the Superintendent shall be required to use vacation or personal days for paid time off during school recess periods.

3. Sick Leave: The Superintendent shall be allowed twelve (12) days sick leave annually, prorated for any partial contract year. Unused sick leave days shall be cumulative. All unused sick days currently accrued during Dr. Freeman's present service as Assistant Superintendent shall be included in her accumulation, although no more than fifteen (15) unused days shall accumulate in any year. Additionally, an emergency sick leave bank of twenty (20) days shall be established for use by Dr. Freeman in the event of an emergency in which she has exhausted all of her other available sick leave days. The twenty sick leave bank days shall not be accumulative and shall not be compensable as unused days upon retirement. Unused sick leave shall be compensated upon retirement at the then current per diem salary of the superintendent, up to a maximum of Fifteen Thousand Dollars (\$15,000.00). Payment for unused sick days shall be made by the Board within sixty (60) calendar days of the Superintendent's last day of employment.

4. Personal Leave: The Superintendent shall be granted four (4) days of absence annually, prorated for any partial contract year, for personal matters which require absence during school hours, to be used at her discretion.

5. Bereavement Leave: The Superintendent shall be entitled to the following leaves of absence annually at full pay, prorated for any partial contract year: five (5) days for bereavement upon the death of a spouse, domestic or civil union partner, parent, child, grandparent, brother, sister, father, mother, father-in-law or mother-in-law and a (one) 1-day leave of other family bereavement. All days specified in this paragraph are not cumulative or carried over.

B. Healthcare Insurance

1. The Superintendent shall be provided health benefits coverage (including Medical, Dental, and Prescription) for her spouse, and her dependents. The Superintendent shall be responsible for contributing an amount established by P.L. 2011, Chapter 78 (Tier IV) or P.L. 2020, Chapter 44, as applicable, toward payment of health benefit premiums.

2. The Superintendent may waive health benefits, however, she shall not be eligible for the waiver incentive if the other coverage is with the SHBP or SEHBP. If the Superintendent executes an appropriate waiver she shall receive the cash incentives paid in two (2) installments, December and June based on a waiver of the following coverage:

Family	Single	Parent & Child(ren)	Spousal/Partner
\$5,000	\$2,200	\$4,000	\$4,000

3. The Board shall provide a Flexible Spending Account in accordance with Code Section 125 of the IRS Code up to the maximum employee contribution as provided by this law.

C. Job-Related Expenses and Other Compensation

1. Expense Reimbursement:

A. Use of Private Vehicle. The Superintendent shall have the option of using her own vehicle for business-related trips. In accordance with the Board Policy, State Law and Code (N.J.S.A. 18A:11-12c(3); N.J.A.C. 6A:23A-3(e)14 and 6A:23A-6.12), the Superintendent shall receive reimbursement for mileage at the prevailing rate currently \$.47 per mile, in accordance with regulations promulgated by OMB and reimbursement for reasonable expenses incurred in the performance of assigned duties, excluding commuting to and from work, subject to Board approval of documented receipts.

B. Smart Phone. The Superintendent shall be provided, at Board expense, with a cell/smart phone for use in carrying out assigned duties. Incidental personal use shall be permitted. The equipment shall remain the property of the Board.

C. Computer. The Superintendent shall be provided, at Board expense, with a laptop computer for use in carrying out assigned duties. Incidental personal use, subject to Board computer and network policies, shall be permitted. The equipment shall remain the property of the Board.

2. Conferences, Seminars, and Workshops: The Board shall pay or reimburse the Superintendent for all costs of job-related conferences, seminars, and workshops, subject to prior Board approval regarding cost, up to a maximum of Three Thousand Dollars (\$3,000.00) per contract year, prorated for any partial year, in accordance with Chapter 53 of the Public Laws of 2007 (N.J.S.A. 18A:11-12). The Board will pay for the Superintendent's attendance of the NJSBA Fall Workshop, the NJASA Spring Conference and TEC HSPO. All travel and travel-related expenses shall comply fully with the above-mentioned law, the provisions of which are incorporated by reference as if fully set forth herein. Any portion of this Contract which shall be determined to be inconsistent with the foregoing law shall be null and void ab initio.

3. Professional Associations: The Board shall pay one hundred percent (100%) of the Superintendent's membership fees to the American Association of School Administrators, New Jersey Association of School Administrators, and the Middlesex County Association of School Administrators.

VI. Evaluation

The Board shall evaluate the performance of the Superintendent at least once a year, on or before June 30th, 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 without the Superintendent in closed session to discuss the evaluation and the Superintendent's performance when 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.

The Board and the Superintendent shall meet prior to January 1, 2023 to set goals and objectives for the remainder of the 2022 – 2023 contract year, and then no later than September 30 in each year to set such goals and objectives for the ensuing contract year. 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 be entitled to copies of all back-up materials utilized in the process. The Superintendent shall have the right to respond in

writing to the evaluation; this response shall become a permanent attachment to the evaluation in question. On or before June 1st of each year of this 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 or such earlier date as may be fixed by law or regulation. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.

VII. Termination of Contract

A. This Contract shall terminate, the Superintendent's employment will cease, and no salary shall thereafter be paid, under any one of the following circumstances:

1. Failure to possess and maintain in good standing the proper certification;
2. Forfeiture, pursuant to N.J.S.A. 2C: 51-2;
3. Mutual agreement of the parties;
4. Material misrepresentation by Superintendent of employment history, educational and professional credentials, and criminal and sexual background information, subsection N.J.S.A. 18A:6-10 et seq.;
5. Termination, pursuant to N.J.S.A. 18A: 17-20.2;
6. Upon written notification by the Superintendent received by the

Board Secretary at least one hundred twenty (120) days prior to the effective date of her resignation or retirement.

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 the Superintendent 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. The Board reserves its right also to suspend with or without pay if it certifies contractual tenure charges. Nothing in this Agreement shall limit the Board's rights with regard to suspension under N.J.S.A. 18A: 6-8.3, 6-14, and the School Laws generally.

C. The Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by N.J.S.A. 18A:17-20.2 provided, however, that the Board shall have the authority to relieve the Superintendent of the performance of her duties with pay if necessary and as permitted by law. The parties understand that any early termination must comply with the provisions of N.J.S.A. 18A:20-20.2a.

VIII. Renewal and Non-Renewal

This Contract shall automatically renew for a term of four (4) years expiring on June 30, 2031, unless either of the following occurs:

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

B. The Board notifies the Superintendent in writing, prior to January 28, 2027, that she will not be reappointed at the end of the current term, in which case employment shall cease upon the expiration of this Contract.

IX. Professional Liability

The Board agrees, in accordance with and subject to the limitations of N.J.S.A. 18A: 16.6 and 16.6.1, 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 their employment.

X. Personnel Records

- A. The personnel records of the Superintendent shall be under the custody and control of the School Business Administrator/Board Secretary who shall be exclusively responsible for their upkeep and security.
- B. 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. The Superintendent shall be entitled to have a representative accompany her during such review.
- C. No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in her personnel file unless she have been provided with a copy.

XI. Entire Agreement

This Contract embodies the entire agreement between the parties and cannot be varied except by written, signed agreement of the undersigned parties. Any proposed changes to this contract are subject to prior review and approval by the Executive County Superintendent.

XII. Conflicts

In the event of any conflict between the terms, conditions and provisions of this Contract and the provisions of the Board's policies or any permissive state or federal law, the terms of this Contract shall take precedence over the contract provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

XIII. Savings Clause

If it is found or held by a court or agency of competent jurisdiction that a specific clause of this Contract is illegal, including under federal or state law, the remainder of this Contract not affected by such a ruling shall remain in force and effect.

XIV. Assistance of Counsel

The Superintendent acknowledges that they have been advised of their right to seek assistance from independent legal counsel and that the Board Attorney does not represent them regarding this Contract. 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, is given the opportunity to address the Board in closed session and is permitted to have a representative of her choosing speak on her behalf. 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.

XV. Notices

All notices under this Contract shall be in writing, may be sent via electronic transmission or facsimile, and shall be effective upon receipt with confirmation of transmission and/or receipt, and also may delivered personal or courier service, in which case they shall be effective upon proof of delivery, to the following:

A. To the Board

c/o Board Secretary/Business Administrator
300 John F. Kennedy Dr., Middlesex, NJ 08846
Email
Facsimile

B. To Dr. Roberta Freeman

Home address (on file with Board)
Email address (on file with Board)

XVI. Required Approvals

This Contract is subject to prior approval by the Executive County Superintendent and a recorded roll call vote of the Board at a duly convened public meeting.

IN WITNESS WHEREOF, the parties or their duly authorized officers have set forth their signatures:

Roberta Freeman
Dr. Roberta Freeman

11/16/22
Date

FOR THE MIDDLESEX TWP. BOARD OF EDUCATION:

By: Todd Nicolay
Todd Nicolay, President

11/15/22
Date

Attest: Bert Arifaj
Bert Arifaj, Bus. Adm./Sec'y

11/16/22
Date