

CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT is made and entered into this 17th day of June, 2024 by and between the **MILLTOWN BOARD OF EDUCATION**, with offices located at 21 West Church Street, Milltown, New Jersey 08850 (hereinafter “the Board”)

and

STEPHANIE BROWN, Ed.D., whose position is to be the Chief School Administrator/Curriculum Director (hereinafter “CSA/Curriculum Director”).

WITNESSETH

THIS CONTRACT OF EMPLOYMENT replaces and supersedes all prior Contracts of Employment between the parties thereto. Signature of this Contract of Employment constitutes assent to a rescission of any and all prior Contracts of Employment as well as agreement to the terms herein.

WHEREAS, the Board and the CSA/Curriculum Director believe that a written contract of employment is necessary to specifically describe their relationship and to serve as the basis of effective communication between them; and

WHEREAS, the Board offered Dr. Stephanie Brown the position of CSA/Curriculum Director effective July 1, 2024, and she has accepted the Board’s offer; and

WHEREAS, the Board approved the terms of this Contract of Employment by a vote of its members at a regularly scheduled meeting on June 17, 2024 and has authorized the President of the Board to execute this Contract of Employment.

NOW, THEREFORE, the Board and the CSA/Curriculum Director, for the consideration herein specified, agree as follows:

1. TERM

The Board hereby agrees to employ Dr. Stephanie Brown as the CSA/Curriculum Director of the Milltown Public Schools (“District”) for the period beginning July 1, 2024 and expiring at midnight on June 30, 2027.

2. CERTIFICATION AND RESPONSIBILITIES

A. Certification:

The CSA/Curriculum Director shall maintain a current and valid School Administrator certificate and appropriate endorsements issued by the New Jersey Department of

Education for the positions of Chief School Administrator and Curriculum Director. In the event the CSA/Curriculum Director's certificate and endorsements issued by the Department of Education are revoked, this Contract of Employment is null and void as of the date of the certificate revocation.

B. Duties:

The CSA/Curriculum Director shall have general supervision over the schools and all attendant powers and duties as set forth by law. The CSA/Curriculum Director shall:

a. faithfully perform the duties of the CSA/Curriculum Director for the Board and serve as the chief school administrator and executive in accordance with the laws of the State of New Jersey, rules and regulations adopted by the State Board of Education, and policies which are adopted from time to time by the Board. The specific job description adopted by the Board, applicable to the position of CSA/Curriculum Director, is incorporated into this Contract of Employment and shall be followed by the CSA/Curriculum Director.

b. devote her full time, skills, labor and attention to this employment during the terms of this contract of employment, provided that the CSA/Curriculum Director may, serve as a consultant to other districts or educational agencies, lecture, engage in writing activities or speaking engagements, and engage in other activities. Such activities, which require the CSA/Curriculum Director to be absent from the district for one full workday or a substantial portion thereof, shall be approved by the board president.

c. carry out the administration of instruction and business affairs of the district, with the assistance of staff, in accordance with the legal obligations required by law and the responsibilities as outlined above, including the job description.

d. To assume the responsibilities for the selection, appointment, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable Board policies and directives. The Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with *N.J.S.A. 18A:27-4.1*. 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. study and make recommendations with respect to all criticism and complaints, which the Board, either individually or collectively, shall refer to her in accordance with the responsibilities outlined above.

f. attend appropriate professional meetings and conferences as a representative of the Board. The expenses incurred in connection with such meetings shall be subject to the

provisions herein regarding reimbursement for professional expenses incurred by the CSA/Curriculum Director.

g. assume responsibility for the administration of the affairs of the School District, including but not limited to programs, personnel and fiscal operations, instructional programs, and all duties and responsibilities therein will be performed and discharged by the CSA/Curriculum Director or by staff at the CSA/Curriculum Director's direction.

h. 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 CSA/ Curriculum Director shall attend all regular and special meetings of the Board, (except where a *Rice* notice has been served upon the CSA/Director of Curriculum notifying her that her employment will be discussed in closed session, and the CSA/Director of Curriculum had not requested that the meeting be conducted in public, or where the CSA/Director of Curriculum has a conflict of interest), and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the school district. Where the CSA/Director of Curriculum has received a *Rice* notice and has opted to have the discussion in executive session, she shall have the right to address the board in executive session and bring an attorney to represent her.

i. 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.

j. perform all duties incident to the Office of the CSA/Curriculum Director and such other duties as may be prescribed by the Board from time to time. The CSA/Curriculum Director shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations.

k. report to the Board of Education and adhere to directions from the Board of Education consistent with the performance and legal obligations herein.

l. structure her working day and organization to insure that all duties are performed and obligations met.

All duties assigned to the CSA/Curriculum Director should be appropriate to and consistent with the professional role and responsibility of the CSA/Curriculum Director, and shall be set by Board policy and in the Job Description for the CSA/Curriculum Director which may be modified from time to time, with the consent of the Superintendent, consistent with the intent set forth above.

The CSA/Curriculum Director 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.

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

3. **PROFESSIONAL GROWTH OF CSA/CURRICULUM DIRECTOR**

The Board encourages the continuing professional growth of the CSA/Curriculum Director through her participation as she might decide, in light of her responsibilities as the CSA/Curriculum Director in the following ways:

- A. The operations, programs and other activities conducted or sponsored by local, state, and national school administrator and/or school board associations, including but not limited to, conferences, conventions, and workshops;
- B. Seminars, conferences and courses offered by public or private educational institutions, such as but not limited to: NJSBA Annual Workshop, TECHSPO; professional development offered by the ASCD, including per diem workshops as well as up to two national conferences; AASA workshops; NJASA workshops; MCASA workshops; NJPSA Summer Institutes; NJ and Middlesex County Curriculum Council; NJDOE training; and school law, business and insurance workshops;
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the CSA/Curriculum Director to perform her professional responsibilities for the Board;
- D. Visits to other institutions; and
- E. Other activities promoting the professional growth of the CSA/Curriculum Director, and as related to her professional development plan.

The CSA/Curriculum Director shall obtain, upon written request, the prior written approval of the Board to attend and/or participate in the professional activities outlined above.

Expenses for meals, lodging, registration, and transportation for local and national conventions of recognized educational associations, workshops, seminars, and institutes to enhance the CSA/Curriculum Director's knowledge and expertise in the field of education and administration shall be paid for/reimbursed by the Board in accordance with law. Such payments or reimbursements, shall be made in accordance with OMB travel circular provisions, the general requirements of N.J.S.A. 18A:11-12, Board policy, and upon prior approval of the Board. The CSA/Curriculum Director shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement.

Upon written request to, and the prior written approval of the Board, the CSA/Curriculum Director shall be permitted to attend a minimum of three (3) professional conferences and conventions of her choice that directly relate to her professional duties and responsibilities as CSA/Curriculum Director. The Board shall pay for all State-Mandated continuing education and shall permit and pay for the CSA/Curriculum Director's attendance at NJASA professional development sessions.

Executive Coaching. If the CSA/Curriculum Director so desires to assist the CSA/Curriculum Director with the enhancement of leadership skills, fostering a positive and inclusive school culture, and effectively managing change within the district, the superintendent shall engage the NJASA Executive Coaching Service. The Board shall pay the costs for a minimum of 20 hours of executive coaching to be used within 1 year of commencement of the service.

4. **COMPENSATION**

A. Salary:

For the duration of the contract the Board shall pay the CSA/Curriculum Director an annual base salary as outlined below.

Year 1: July 1, 2024 to June 30, 2025: \$215,203

Year 2: July 1, 2025 to June 30, 2026: \$222,611

Year 3: July 1, 2026 to June 30, 2027: \$230,315

B. Other Provisions:

During the term of this Contract of Employment, including any extension thereof, the compensation and/or benefits of the CSA/Curriculum Director shall not be reduced.

Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight July 1, 2027 (the final day of this Contract) unless the parties have agreed to a contract extension and that extension has been approved by the Middlesex County Executive County Superintendent. The terms of the extension will govern all increases to take effect after July 1, 2027. 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.*

5. **BENEFITS**

A. Vacation Days:

The CSA/Curriculum Director shall be granted twenty (20) vacation days annually, calculated at the rate of 1/260 on an annualized basis. Vacation days shall be earned on a quarterly basis each school year, but will be available for the CSA/Curriculum Director's use on July 1st of each school year. The CSA/Curriculum Director is encouraged to take vacation time during periods when school is not in session, including scheduled school breaks. The CSA/Curriculum Director shall notify the Board of her intention to take a vacation of five (5) or more consecutive days. In addition to notification, the CSA/Curriculum Director shall obtain the consent of the Board for all vacations of five (5) or more consecutive days that are taken during the school year.

The parties agree that if the CSA/Curriculum Director does not use all of her allotted vacation days in a given year she shall be permitted to carryover all unused vacation days. Vacation days not used in the following year shall be lost. (NJSA 18A:30-9.1)

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.

B. Holidays:

The CSA/Curriculum Director shall be entitled to all holidays in the approved district calendar annually, inclusive of school breaks, as well as Independence Day and Labor Day.

C. Personal Days:

The CSA/Curriculum Director shall be granted four (4) personal days, all of which shall be available to the CSA/Curriculum Director on July 1st of each school year and shall be used by the CSA/Curriculum Director by June 30th of each school year. At the end of each school year, the CSA/Curriculum Director shall be permitted to convert all (unused personal days into sick days and carry forward those converted days. In the event that the CSA/Curriculum Director has unused personal days at the end of a school year, the CSA/Curriculum Director may carryover all unused personal days. If the unused personal days are converted into sick days, in no case shall the total number of unused sick days exceed fifteen (15) days for any given school year. (NJSA 18A:30-7)

D. Health Benefits:

The Board shall provide health benefits coverage (including medical, major medical and hospitalization, dental, and prescription) for the CSA/Curriculum Director, her spouse and

her eligible dependents. The CSA/Curriculum Director shall be responsible for contributing an amount established by P.L. 2011, Chapter 78, or P.L. 2020, Chapter 44, whichever is applicable as of the date of the execution of this Contract of Employment, toward payment of health benefit premiums. The contribution shall be made through payroll deduction.

Reimbursement shall be granted up to \$2,500 per year for dental and/or vision expenses as stated on invoices dated and submitted within the term of the contract. Unused balances may be applied to the following year.

The CSA/Curriculum Director may voluntarily waive health benefit coverage upon the submission of documentation as provided herein and receive a health benefit waiver payment. The CSA/Curriculum Director must provide proof of alternate health insurance coverage in order to be eligible for the waiver payment, and execute a health benefit waiver form. If the CSA/Curriculum Director loses or chooses to change health insurance coverage from another source, she must show proof of lost coverage and she will be permitted to return to the Board's plan subject to the insurance carrier's conditions. In this situation the CSA/Curriculum Director will forfeit, on a pro rata basis, the compensation she received for the waiver. If the CSA/Curriculum Director chooses to waive health benefit coverage she shall be entitled to a health benefit waiver payment equal to twenty-five (25%) percent of the cost of the premium for the District plan for which she is eligible or five thousand (\$5,000.00) dollars, whichever is less.

E. Sick Leave:

The CSA/Curriculum Director shall be provided with twelve (12) sick days annually, calculated on an annualized basis, all of which shall be available to the CSA/Curriculum Director on July 1st of each school year. Unused sick leave may be accumulated from year to year. Accumulated unused sick days shall be eligible for reimbursement at the time of the CSA/Curriculum Director's retirement in accordance with Article 6A of this Contract of Employment. (NJSA 18A:30-3.5)

The Board may, in its discretion, require the CSA/Curriculum Director to provide the Board with a physician's certificate validating the need for the CSA/Curriculum Director's use of sick leave for 3 or more consecutive days.

F. Bereavement Leave:

The CSA/Curriculum Director shall be entitled to five (5) days of bereavement leave with pay, for the purpose of attending to matters following a death in the CSA/Curriculum Director's immediate family. The term "immediate family" shall be defined as the CSA/Curriculum Director's mother, father, children, grandchildren, spouse, domestic partner, partner in a civil union, sibling, mother-in-law, father-in-law, or other relatives who reside in the CSA/Curriculum Director's immediate household. Three (3) days of

bereavement leave, with pay, may be granted due to the death of the CSA/Curriculum Director's grandparent where the grandparent does not live in the same household as the CSA/Curriculum Director. Bereavement leave must begin within seven (7) days of death and be taken consecutively.

G. Membership Fees:

The Board shall pay one hundred (100%) percent of the CSA/Curriculum Director's membership fees and/or expenses to in the following professional associations: NJASA, AASA, and the Middlesex County Administrators Association and/or other organizations deemed important by the Superintendent and the Board.

H. Expense Reimbursement:

The Board shall reimburse the CSA/Curriculum Director for job related expenses", including travel and sustenance, incurred in the performance of the CSA/Curriculum Director's duties under this Contract of Employment in accordance with law. Mileage shall be paid from mileage vouchers according to "New Jersey Office of Management and Budget" rates per mile. The CSA/Curriculum Director shall be reimbursed for expenses pursuant to Board policy, upon prior approval of the Board, and pursuant to N.J.S.A.18A:11-12 and regulations promulgated thereunder.

I. Cellular Telephone Device:

The Board shall reimburse the CSA/Curriculum Director the sum pay One Hundred Fifty Dollars (\$150.00) per month, for use of her personal smartphone. The CSA/Curriculum Director will ensure that she is accessible to the Board and fellow administrators by cellular telephone whenever she is away from school grounds during regular work hours.

J. Mobile Computing Device:

The Board shall provide the CSA/Curriculum Director with a District-owned laptop computer and tablet for school business and occasional personal use. The equipment shall be returned to the District upon the CSA/Curriculum Director's separation from employment or retirement.

K. Tuition Reimbursement:

The Board shall reimburse the CSA/Curriculum Director for tuition for a maximum of up to six (6) credits per Contract of Employment year and a maximum of up to three (3) credits per semester. The reimbursement rate shall be equal to the actual rate charged by the institution or the rate charged by Rutgers University, whichever is less.

Courses shall be taken at an accredited institution and the Board shall reimburse the CSA/Curriculum Director for tuition provided such coursework culminates in the acquisition of a graduate degree conferred by a duly accredited institution of higher education as defined in N.J.A.C. 6A:9-2.1. Courses must be directly related to the duties and responsibilities of the CSA/Curriculum Director. Tuition reimbursement shall not be granted without the prior written approval of Board as to the institution and the reimbursement of the specific courses.

L. Disability Insurance:

The Board shall pay the premiums for a disability insurance income policy for the CSA/Curriculum Director. The premiums paid shall be for either the Hartford Disability Benefit Plan CI – Platinum Plan, as outlined in the booklet for the Educator Salary Protection Plan, or for any other plan offering identical or as nearly similar benefits, but in no event lesser benefits than the Hartford plans. The Board's share of the premium contribution shall not exceed that which the Board would have paid for the Hartford plan should the CSA/Curriculum Director choose another plan.

6. **SEPARATION FROM SERVICE**

A. Accumulated Unused Sick Days:

Upon the CSA/Curriculum Director's retirement from employment with the District, the Board will pay all unused, accumulated sick days earned while an employee of the Board at the current per diem rate, in accordance with law. Upon retirement from employment with the District, the CSA/Curriculum Director shall receive reimbursement for accumulated, unused sick days pursuant to the following:

1. As of October 2, 2012, Dr. Brown had 44 accumulated, unused sick days valued at \$65.00 per day for a total reimbursement amount of \$2,860.00. All accumulated unused sick days earned as of October 2, 2012 were earned by Dr. Brown in her previous employment position of District Curriculum Coordinator, a position not regulated by N.J.A.C. 6A:23A-3.1; and
2. The CSA/Curriculum Director's sick leave accrued beginning October 3, 2012, calculated at the CSA/Curriculum Director's daily rate of pay, based upon a 260-day work year, following her last day of employment to a maximum amount of \$15,000.00.

Any payment due under this section shall be made to the Superintendent's 403(b) or 403(b)(7) plan as an Employer Contribution within 60 days of the termination of her employment.

B. Accumulated Unused Vacation Days:

Upon the CSA/Curriculum Director's separation from employment with the District or retirement from employment with the District, the Board will pay the CSA/Curriculum Director for all unused vacation days earned while an employee of the Board, in accordance with law at the time this contract is executed. Payment shall be calculated at the CSA/Curriculum Director's daily rate of pay, based upon a 260-day work year, immediately following her last day of employment or no later than thirty (30) days following her last day of employment.

C. Payment to Estate:

If the CSA/Curriculum Director dies before her Contract of Employment year is completed, payment for any accumulated unused vacation days due to the CSA/Curriculum Director shall be made to her estate in accordance with law. Payment calculations for accumulated unused vacation days shall be made in accordance with Article 6B of this Contract of Employment.

7. BOARD GOALS AND OBJECTIVES

Within ninety (90) days of the full execution of this Contract of Employment, and by July 1st of each succeeding year during the term of this Contract of Employment, the parties shall meet to establish the Board's goals and objectives for the new school year. Said goals and objectives shall be reduced to writing and be among the criteria by which the CSA/Curriculum Director is evaluated, as hereinafter provided.

8. EVALUATION

The Board shall evaluate the performance of the Superintendent at least once a year in accordance with statutes, regulations and Board policy relating to CSA/Curriculum Director evaluation. Each annual evaluation shall be in writing and shall represent a majority of the full membership of the Board. A copy shall be provided to the CSA/Curriculum Director at least two days prior to the required Board meeting to discuss the findings. The evaluations shall be based upon the goals and objectives of the District and the Board of Education, the responsibilities of the CSA/Curriculum Director as set forth in her job description for the position of CSA/Curriculum Director, and such other criteria as the State Board of Education shall by regulation prescribe. The evaluation shall be completed according to law. The CSA/Curriculum Director and the Board shall mutually agree upon the evaluation format for each year of the Contract of Employment.

On or before June 30 of each year of this Contract of Employment, the Board and the CSA/Curriculum Director shall meet in closed session for the purpose of mutual evaluation of the performance of the Board and the CSA/Curriculum Director. The Board shall supply the CSA/Curriculum Director 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 CSA/Curriculum Director shall be entitled to copies of any backup materials utilized in the process of formulating her evaluation, except that the names of the Board members shall be redacted from all documents.

In the event that the Board determines that the performance of the CSA/Curriculum Director 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 CSA/Curriculum Director shall have the right to respond in writing to the evaluation. Her response shall become a permanent attachment to the CSA/Curriculum Director's personnel file. The evaluation instrument shall be developed and approved by the Board and the CSA/Curriculum Director on or prior to the execution of this Contract of Employment. For subsequent years under this Contract of Employment, the Board and the CSA/Curriculum Director shall meet on or before April 1st of each year to review the evaluation format and to mutually determine the evaluation format to be used in the subsequent school year.

Within sixty (60) 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 CSA/Curriculum Director is evaluated, as hereinafter provided. On, or prior to, September 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.

The parties also agree that the Board shall not hold any discussions or take any adverse action regarding the CSA/Curriculum Director's employment, unless the CSA/Curriculum Director 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.

9. RENEWAL/EXTENSION OF CONTRACT OF EMPLOYMENT

Any renewal/extension of this Contract of Employment shall be by mutual agreement of the parties and must be set forth in a written agreement signed by the parties.

10. PREEXISTING TENURE RIGHTS

Pursuant to N.J.S.A. 18A:17-20.4, the Superintendent retains all tenure rights accrued in any position which s/he previously held in the District. The Superintendent shall also continue to accrue seniority in all positions in which s/he 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.

11. TERMINATION OF CONTRACT OF EMPLOYMENT

This Contract of Employment may be terminated by:

- A. Mutual agreement of the parties;
- B. Unilateral termination by the CSA/Curriculum Director upon ninety (90) days written notice to the Board;
- C. In the event that the CSA/Curriculum Director's certificate is revoked, this Contract of Employment shall become null and void as of the date of revocation;
- D. Actions consistent with law; or
- E. Notification in writing by the Board to the CSA/Curriculum Director at least one hundred eighty (180) days prior to the expiration of this Contract of Employment of the Board's intent not to renew this Contract of Employment. Any action by the Board to non-renew the Superintendent's employment shall be done by an affirmative vote of the majority of the full membership of the Board.

12. COMPLETE AGREEMENT

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

13. CONFLICTS

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

14. SAVINGS CLAUSE

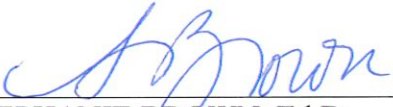
If during the term of this Contract of Employment, it is found that a specific clause of the Contract of Employment is contrary to federal or state law, the remainder of the Contract of Employment not affected by such a ruling shall remain in force.

15. **SIGNATURES**

WHEREAS, the CSA/Curriculum Director approves the terms and conditions of this Contract of Employment, and agrees to be bound by same;

WHEREAS, this Contract of Employment has been approved by a vote of the Members of the Board of Education at its meeting of June 17, 2024 said action having been made a part of the official minutes of that meeting.

IN WITNESS WHEREOF, the parties set their hands and seals to this Contract of Employment effective on the day and year first above written.



STEPHANIE BROWN, Ed.D.
Chief School Administrator/Curriculum Director

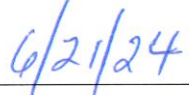


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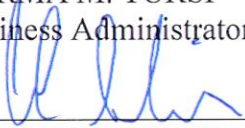
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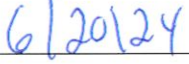
NORMA M. TURSI
Business Administrator/Board Secretary



Date



CARL SCHNEIDER
Milltown Board of Education President



Date