

**EMPLOYMENT CONTRACT BETWEEN
THE SOUTH AMBOY BOARD OF EDUCATION AND
DR. FREDERICK WILLIAMS, SUPERINTENDENT OF SCHOOLS**

THIS EMPLOYMENT CONTRACT is made and entered into this 28th day of March, 2022, by and between the SOUTH AMBOY BOARD OF EDUCATION, with offices located at 240 John Street, South Amboy, New Jersey 08879 (hereinafter referred to as the "Board") and FREDERICK WILLIAMS, Ed.D., 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 South Amboy 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 them as they fulfill their governance and administrative functions in the operation of the educational program of the District;

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

**ARTICLE I
TERM OF EMPLOYMENT**

The Board hereby agrees to employ Frederick Williams, Ed.D., as Superintendent of Schools for a period commencing July 1, 2022 through June 30, 2025.

**ARTICLE II
CERTIFICATION**

The Parties acknowledge that the Superintendent currently possesses and shall maintain the requisite certifications for the position of Superintendent of Schools throughout the term of employment as provided in this Agreement. If, at any time during the term of this Contract, the Superintendent's certification(s) is revoked, this Contract shall be null and void as of the date of the revocation.

ARTICLE III DUTIES

In consideration of the employment, salary and fringe benefits established hereby, the Superintendent hereby agrees to the following:

A. To perform faithfully the duties of Superintendent of Schools for the Board and to serve as the chief school administrator in accordance with the laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board in the future.

B. To devote the Superintendent's full time, skills, labor, and attention to this employment during the term of this Contract; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without prior notice to the Board. Should the Superintendent choose to engage in such outside activities on weekends, on his/ vacation time, or at other times when he is not required to be present in the district, he shall retain any honoraria paid.

C. The Board recognizes that the demands of the Superintendent's position require him to work long and irregular hours, and occasionally may require that he attend to district business outside of the district. However, the Board anticipates and expects that the Superintendent will devote the majority of his time to in-District business and will be physically present for the majority of each school day during school hours. The Superintendent shall notify the Board President in the event he is going to be away from the district on district-related business for two (2) or more days in any week. Any time away from the district that is not for district business must be arranged in accordance with provisions in this Contract governing time off.

D. To assume the responsibilities for the selection, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable Board policies and directives. The Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with *N.J.S.A. 18A:27-4.1*.

E. 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.

F. To study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, shall refer to him. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out his duties.

G. To assume responsibility for the administration of the affairs of the school district, including but not limited to programs, personnel, fiscal operations, and instructional programs. All duties and responsibilities therein will be performed and discharged by the Superintendent, or by staff, at the Superintendent's direction.

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 Superintendent shall attend all regular and special meetings of the Board, (except where a *Rice* notice has been served upon the Superintendent notifying him that his employment will be discussed in closed session, and the Superintendent had not requested that the meeting be conducted in public, or where the Superintendent has a conflict of interest), and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the school district. In the event that the Superintendent is served with a *Rice* notice and he chooses to have the discussion in closed session, he shall have a right to address the Board and to bring a representative/attorney of his choosing to the closed session for such address to the Board. The Superintendent shall not be entitled to remain in closed session while the Board discusses matters involving the Superintendent's employment.

I. To suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well-being of the school district.

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

ARTICLE IV PROFESSIONAL GROWTH OF SUPERINTENDENT

The Board encourages the continuing professional growth of the Superintendent through his participation, as he might decide in light of his 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 his 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.

F. In its encouragement of the continued professional growth of the Superintendent, the Board may permit release time each school year for the Superintendent, as he deems appropriate and upon approval of the Board, to attend to such matters as noted above in this Article "IV." The Superintendent shall be permitted to attend the NJ School Boards Association Annual Conference, the NJ Association of School Administrators Spring and Techspo Conferences, and

the Board shall pay all reasonable and necessary travel, registration and sustenance expenses in connection with these three conferences as permitted by law. In addition to the foregoing, the Superintendent may be permitted to attend one national/out-of-state conference during the term of this Contract in an amount not to exceed Two Thousand Dollars (\$2,000). The Board will pay for all state-mandated continuing education.

ARTICLE V

Salary and Benefits

A. During the term of the Employment Contract, including any extensions thereof, the Superintendent shall not be dismissed or reduced in compensation except as allowable by law. Any adjustment in salary made during the life of this Employment Agreement shall comply with N.J.A.C. 6A:23A-3.1, the public notice provisions of N.J.S.A. 18A:11-11 and must be submitted, along with a detailed cost statement to the ECS for review and approval prior to Board approval. All such amendments shall become part of this Agreement, but it shall not be deemed that the Board and the Superintendent have entered into a new employment agreement.

B. **Salary.** The Board shall provide the following salary as the Superintendent's base compensation, which shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees and pro-rated for any period of service less than one full year:

1. \$170,000.00 for the period July 1, 2022 through June 30, 2023.
2. \$173,400.00 for the period July 1, 2023 through June 30, 2024.
3. \$176,868.00 for the period July 1, 2024 through June 30, 2025.

C. **Merit Bonus.** The Parties agree that the Superintendent shall not receive a merit bonus in addition to his annual salary.

D. **Vacation.** The Superintendent shall be granted twenty-two (22) vacation days per year, which shall be available starting July 1, 2022. The Superintendent may carry over unused vacation days for up to one year as required by business demands in accordance with the provision of N.J.S.A. 18A:30-9. All days carried over must be used in the next year or those days not taken will be forfeited. 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.

The Superintendent shall notify the Board President of his intention to take a vacation of three (3) or more consecutive days. Upon separation, the Superintendent shall be paid for all of his unused accumulated vacation days at the rate of 1/260 of his then current salary up to a maximum of twenty-two (22) 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 his estate. Payment for unused vacation days shall be made within thirty (30) days of the date of separation.

E. **Calendar.** The Superintendent shall be entitled to the same holidays as is consistent with the Administrative Office and school calendar.

F. **Sick Leave.** The Superintendent shall be given twelve (12) sick days per year. Sick leave is to be administered in accordance with N.J.S.A. 18A:30-3. Upon retirement and notice to the Board, all accumulated but unused sick days will be reimbursed, at the final per diem rate which shall be calculated as 1/260th annual salary in accordance with N.J.A.C. 6A:23A-3.1(e)(8). Reimbursement for sick days shall be consistent with the law in effect at the time this Contract is signed. Such payment shall not exceed \$15,000.00 in accordance with N.J.S.A. 18A:30-3.5. Payment for unused accumulated sick days shall be made within thirty (30) days of the date of the Superintendent's separation from employment.

G. **Personal Days.** The Superintendent shall be allowed three (3) personal days with pay to be used at any time during the year earned. Unused personal days shall convert to sick days, provided that the Superintendent is not permitted to accumulate more than fifteen (15) sick days in a contract year. Personal days may be taken during the school year with as much advance notice as possible provided to the Board President.

H. **Other Personal Absences.** 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 one (1) day 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.

I. **Health Benefits:**

1. The Board shall provide the Superintendent with individual or family health benefits coverage. The Superintendent shall pay the premium costs for all such coverages at the rates required by P.L. 2020, Chapter 44. The premium shall be paid by the Superintendent through payroll deduction.

2. The Superintendent may waive coverage in any of the health benefits plans if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board. The Superintendent will be paid \$2,500 for waiving such coverage.

J. **Membership Fees:** The Superintendent shall be entitled to membership, at the Board's expense for professional dues in the following professional associations: NJASA, AASA, The New Jersey Alliance of Black Superintendents, New Jersey Network of Superintendents and the Middlesex County Administrators Association and/or other organizations mutually deemed important by the Superintendent and the Board.

K. **Cellular Phone & Technology:** The Board shall provide the Superintendent with a smart phone together with a cellular and data plan for business use. The Board shall provide the

Superintendent with a portable computer for his use during the term of this Contract.

L. **Travel and Related Expenses:** All reimbursement for travel and related expenses shall be in accordance with N.J.S.A. 18A:11-12, its implementing regulations and Board policy.

M. **Professional Liability:** The Board shall provide the Superintendent with indemnification in accordance with the provisions of N.J.S.A. 18A:16-6 and 6.1 as that law may be amended from time to time. 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 his individual capacity or in his 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 his employment. If, in the good faith opinion of the Superintendent, a conflict exists in regard to the defense of any claim, demand or action brought against him, and the position of the Board in relation thereto, the Superintendent may engage his own legal counsel, in which event the Board shall indemnify the Superintendent for the reasonable and customary costs of his legal defense. The Board further agrees to cover the Superintendent under the Board's liability insurance policies, including employment practices liability coverage.

ARTICLE VI

Annual Evaluation

A. The Board shall evaluate the performance of the Superintendent at least once a year in accordance with statutes, regulations and Board policy relating to Superintendent evaluation. Each annual evaluation shall be in writing and shall represent a majority of the full membership of the Board. A copy of the evaluation shall be provided to the Superintendent, at least 2 days before a planned discussion with the Board, and the Superintendent and the Board shall meet to discuss the findings. The Board may meet in closed session to discuss the evaluation and the Superintendent's performance where a Rice notice has been served upon the Superintendent, giving notice that the Superintendent's employment will be discussed in closed session, and the Superintendent has not requested that the meeting be conducted in public. The evaluations shall be based upon the criteria adopted by the Board, the goals and objectives of the district, and in such other criteria as the State Board of Education shall by regulation prescribe. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, and in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include specific recommendations for improvement in all instances where the Board deems performance to be unsatisfactory. The Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the Superintendent's personnel file upon the Superintendent's request. On or before June 1st of each year of this Employment Contract, the Superintendent and the Board shall meet to review the evaluation format and to mutually determine the evaluation format to be used in the subsequent school year. The final draft of the annual evaluation shall be adopted by the Board by June 30 of each year of this Contract. The Superintendent shall propose a schedule for evaluation for the next year to the

Board President by the annual organization meeting each year.

B. In the first year of this contract, within one hundred and twenty (120) days of execution of this contract, the parties shall meet to establish the district's goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated, as hereinafter provided. On, or prior to, 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.

C. The parties also agree that the Board shall not hold any discussions regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance. In addition, the Board shall not hold any discussions with regard to the Superintendent's performance, or that may adversely affect the Superintendent's employment, in public session, unless the Superintendent requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

ARTICLE VII

TERMINATION OF EMPLOYMENT CONTRACT

A. This Agreement shall terminate and the Superintendent's employment will cease, under any one of the following circumstances:

1. Failure to possess/obtain proper certification;
2. Revocation of the Superintendent's certificate, in which case, this Agreement shall be null and void as of the date of revocation, as required by N.J.S.A. 18A:17-15.1;
3. Forfeiture under N.J.S.A. 2C:51-2;
4. Mutual agreement of the Parties;
5. Unsatisfactory criminal history background check;
6. Notification in writing by the Board to the Superintendent, on or before January 31, 2025 of the Board's intent not to renew this Agreement;
7. Material misrepresentation of employment history, educational and professional credentials, and criminal background, subject to the provisions of N.J.S.A. 18A:6-10; or
8. Termination pursuant to N.J.S.A. 18A:17-20.2.

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 him pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment unless the Board certifies contractual tenure charges.

C. Nothing in this Agreement shall affect the Board's rights with regard to suspension under N.J.S.A. 18A:6-8.3 and applicable case law.

D. The Superintendent may terminate this Employment Agreement upon at least ninety (90) calendar days' written notice to the Board, filed with the Board Secretary, of his intention to resign.

E. The Superintendent shall not be dismissed or reduced in compensation during the term of this Agreement, except as authorized by paragraphs B and C *supra* and N.J.S.A. 18A:17-20.2(a), provided, however, that the Board shall have the authority to relieve the Superintendent of the performance of his duties, in accordance with N.J.S.A. 18A:27-9 and N.J.A.C. 6A:23A-3.2, so long as it continues to pay his salary and benefits for the duration of the term. The Parties understand that any early termination must comply with the provisions of P.L. 2007, c.53, *The School District Accountability Act*.

ARTICLE VIII RENEWAL / NON-RENEWAL

This Employment Agreement shall automatically renew for a term of three (3) school years, expiring June 30, 2031, unless either of the following occurs:

A. The Board by written agreement reappoints the Superintendent for a different term allowable by law;

B. The Board notifies the Superintendent in writing, on or prior to January 31, 2025, that he will not be reappointed at the end of the current term, in which case his employment shall cease upon the expiration of this Agreement in accordance with N.J.S.A. 18A:17-20.1;

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

D. This Contract is terminated pursuant to Article VII, above.

ARTICLE IX COMPLETE AGREEMENT

This Agreement embodies the entire agreement and understanding between the Parties hereto and cannot be varied except by written agreement of the undersigned Parties.

ARTICLE X SAVINGS CLAUSE

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

ARTICLE XI
PERSONNEL RECORDS

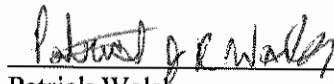
The Superintendent shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. The Superintendent shall be entitled to have a representative accompany him during such review. At least once every year, the Superintendent shall have the right to indicate those documents and/or other materials in his file that he believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board, such documents identified by him shall be destroyed.

No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in his personnel file unless he has had an opportunity to review the material. The Superintendent shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Superintendent shall also have the right to submit a written answer to such material.

IN WITNESS WHEREOF, the Parties have set their hands and seals to this Employment Agreement effective on the day and year first above written.

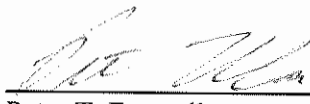

Frederick Williams, Ed.D.
Superintendent of Schools

5/24/2022
Date


Patrick Walsh
President
South Amboy Board of Education

3/28/22
Date

ATTEST


Peter T. Frascella
Board Secretary/Business Administrator
South Amboy Board of Education

3/28/22
Date