

EMPLOYMENT CONTRACT
SUPERINTENDENT OF SCHOOLS

THIS EMPLOYMENT CONTRACT is made and entered into this 19th day of April, 2023 by and between the **BOARD OF EDUCATION OF THE BOROUGH OF SOUTH PLAINFIELD**, County of Middlesex, with offices located at 125 Jackson Avenue, South Plainfield, New Jersey 07080 (hereinafter referred to as the “Board”), and Dr. Noreen Tansey Lishak (hereinafter “Dr. Lishak” or “the Superintendent”).

WHEREAS, the Board desires to retain the services of Dr. Lishak as Superintendent for the Board and Dr. Lishak has agreed to serve in this capacity; and

WHEREAS, the Board and Dr. Lishak wish to embody in this contract the terms and conditions of their Agreement;

NOW, THEREFORE, the Board and Dr. Lishak, for the consideration herein specified, agree as follows:

1. EMPLOYMENT TERM

The Board, in consideration of the promises herein contained of Dr. Lishak, hereby employs Dr. Lishak as, and she hereby accepts employment as, Superintendent for a five (5) year term commencing July 1, 2023 and ending June 30, 2028.

2. SUPERINTENDENT RESPONSIBILITIES

- A. The Superintendent shall be the chief executive and administrative officer of the Board and shall have general supervision over all aspects, including fiscal operations and instructional programs of the district. She shall faithfully perform the duties of Superintendent in accordance with the Law of the State of New Jersey, Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board from time to time. The specific job description adopted by the Board, applicable to the position of Superintendent is attached hereto as Exhibit A and made a part hereof, and shall be followed by the Superintendent.
- B. The Superintendent shall devote her full time, skills, labor, and attention to this employment during the term of this contract. The Superintendent may engage in outside employment provided such employment does not interfere with her duties as Superintendent upon prior written notice to the Board. The Superintendent shall carry out the duties as may be assigned to her by the Board pertaining to the office of Superintendent and to make reports to the Board as may be required.
- C. The Superintendent shall attend regular and special meetings of the Board without additional compensation and any other committee meetings and/or other meetings which are relevant to her job function, as determined by the Board. These meetings may be scheduled in the early weekday mornings and/or evenings and in special situations, on weekends.
- D. The Superintendent may attend those county, regional, and State meetings that are necessary for her to keep informed of current matters affecting the Board.

- E. To study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, shall refer to her. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out her duties.
- F. 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*.
- G. 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.
- 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 her that her 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 when requested by the committee chair. If the Superintendent is served with a *Rice* notice, and she chooses to have the ensuing discussion in closed session, at a minimum, she shall have the right to address the Board in closed session and to bring a representative of her choosing.. To suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with the law and/or for the well-being of the school district.

3. CERTIFICATION

Dr. Lishak represents that she possesses all appropriate certification required to serve in the position of Superintendent in the State of New Jersey. Should her certification be revoked, this Agreement will be null and void.

4. COMPENSATION

- A. Salary: For the 2023-2024 contract year, the Board shall pay the Superintendent an annual salary of Two Hundred Forty-Seven Thousand, Six Hundred and Eighty-Two Dollars (\$247,682.00). For the 2024-25, 2025-26, 2026-27, and 2027-28 contract years, the Superintendent shall receive a four percent (4%) increase in salary. These annual salary rates shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other administrative staff and may only be modified subject to the terms of Paragraph B, below. The Superintendent shall not be eligible for a merit bonus under this Agreement.
- B. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight July 1, 2028 (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, 2028. 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.*

- C. 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.

5. VACATION

- A. As Superintendent, Dr. Lishak shall be granted twenty-four (24) vacation days annually, all of which shall be available to the Superintendent on July 1st of each year, but shall be considered earned on a monthly pro-rata basis. School vacations do not constitute time off for the Superintendent unless she uses her leave time. The Board encourages the Superintendent to take her full vacation allotment each year, however, the Superintendent may carry-over up to a maximum of twenty-four (24) vacation days for use in the following year. If the carried-over days are not used, such days are forfeited in accordance with N.J.S.A. 18A:30-9.1. Upon separation from service, if the Superintendent has unused, accumulated vacation days, the Superintendent will be compensated for her unused vacation days based on a per diem calculation of 1/260 of her annual salary at the time of separation. The maximum amount of days for which she can be compensated is forty-eight (48). Upon the death of the Superintendent, unused but earned accumulated vacation days shall be paid to the Superintendent's beneficiary or estate. The Board shall pay the Superintendent for her unused accumulated vacation days within thirty (30) days of the date of separation or on a schedule to be agreed-to in writing between the parties.
- B. The Superintendent shall be permitted to take vacation days upon prior reasonable notice to the Board President or her designee. The Board, through its Board Secretary, shall be responsible for maintaining written documentation of the Superintendent's earned, used, and accrued vacation days.
- C. 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.
- D. Other than as stated above, there shall be no payment for unused vacation days. Moreover, should this contract be terminated pursuant to Paragraph 19(d) and/or (e), below, there shall be no payment for unused, accumulated vacation days.

6. HOLIDAYS

The Superintendent shall be entitled to eighteen (18) paid holidays per year as approved by the Board and which shall be consistent with the District calendar.

7. SICK LEAVE

The Superintendent shall be allowed twelve (12) days sick leave annually. The unused portion of such leave, at the end of each school year, shall be cumulative, in accordance with N.J.S.A. 18A:30-3. In accordance with N.J.S.A. 18A:30-3.5, N.J.A.C. 6A:23A-3.1(e)(8), and only upon retirement from the District and the TPAF, the Board shall pay the Superintendent for all her accumulated, unused sick days at her per diem rate, up to a maximum of \$15,000.00., in accordance with N.J.S.A. 18A:30-3.5 and 3.6 as the same provides on the date of this Employment Contract. Throughout this contract, the per diem rate shall be calculated as 1/260 of her final salary.

8. PERSONAL LEAVE

The Superintendent shall be granted three (3) days of absence normally for personal matters which require absence during school hours, to be used at the Superintendent's discretion. Except for reasons of emergency, Dr. Lishak shall provide reasonable notice of the use of her personal days, at least 72 hours prior to such use, to the Board. The use of consecutive personal days must be approved by the Board President or his/ her designee prior to use. Unused personal days remaining at the end of each contract year shall convert to sick days, provided the Superintendent is not permitted to accumulate more than fifteen (15) sick days in one contract year. Unused personal days that have not converted to sick leave are non-cumulative and non-reimbursable. Personal days are non-cumulative and non-reimbursable and as such, payment of unused days is prohibited.

9. BEREAVEMENT LEAVE

The Superintendent shall be granted five (5) bereavement days of absence for the death of an immediate family member. An immediate family member is a spouse, civil union partner, child, parent, sibling or significant other. For the death of the superintendent's grandfather, grandchild and grandmother, father-in-law and mother-in-law, daughter-in-law and son-in-law, the Superintendent shall be granted three (3) bereavement days of absent. A total of two days shall be granted for the death of each of the following: a brother-in-law, sister-in-law, or other relative living in the same household.

10. ATTENDANCE RECORD

The Superintendent shall be responsible for notifying the Board Secretary, for the purpose of record keeping, each time any leave is taken, in advance of the time off or immediately upon her return to the district in the event of an unplanned absence. The Superintendent and the Board shall periodically review the Superintendent's attendance record to assure accuracy.

11. HEALTH INSURANCE

The Board shall provide, as part of the Superintendent's compensation, the following health insurance or equivalent plan(s).

- a. **Major Medical/Hospitalization.** The Board shall provide the Superintendent a medical insurance program with full family coverage through the Horizon Blue Cross/Blue Shield of New Jersey Direct Access plan or its equivalent. The Superintendent shall be subject to the contribution requirements of P.L. 2011, C.78. Tier 4 for all health, prescription and dental coverage. Said contribution will be automatically deducted from the employee's salary payments in equal installments, corresponding with the payment schedule for other certified District personnel.
- b. **Dental Care.** The Board shall provide the Superintendent the Horizon Blue Cross/Blue Shield Dental Option Plan with full family coverage through the dental plan provided by the Board.
- c. **Prescription Plan.** The Board shall provide the Superintendent a prescription program with full family coverage through the prescription plan provided by the Board.
- d. **Co-Pays and Deductibles.** 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. In lieu of the receipt of health benefit the Board shall compensate the Superintendent in the sum of \$5000.00.

12. JOB RELATED EXPENSES

Dr. Lishak shall be reimbursed for outside of district official travel at the approved State of New Jersey mileage rate, in accordance with current law and New Jersey Office of Management and Budget (NJOMB) circulars currently \$.41 cents per mile)

13. PROFESSIONAL DUES, and PROFESSIONAL DEVELOPMENT.

- a. The Board shall pay for the Superintendent's annual dues in the New Jersey Association of School Administrators, and American Association of School Administrators; and for other professional development related to her position in the District. Such other professional development costs shall be subject to prior Board approval. The Superintendent shall follow Board policy in supplying the necessary documentation for reimbursement.
- b. Dr. Lishak's attendance at any other training and workshops which are relevant to her position shall receive the prior approval of the Board. The Board shall pay for all state-mandated continuing education.

14. PROFESSIONAL DEVELOPMENT

Dr. Lishak may attend the New Jersey School Boards Annual Workshop, as well as, other e annual s sponsored by New Jersey Association of School Administrators, provided that attendance at such conference(s) do not interfere with her duties as Superintendent, and other such conferences as approved by the Board on a case-by-case basis upon request of the Superintendent. Subject to prior approval of the Board, Dr. Lishak may attend such other State and National conferences, seminars and workshops as are related to her position in the District and which are deemed to be fiscally prudent. If approved, all such reasonable conference costs shall be reimbursed subject to the provisions of N.J.S.A. 18A:11-12 and the OMB circulars and regulations. Reimbursement shall occur only upon presentation of a duly executed voucher with supporting documentation and a report to the Board.

15. INDEMNIFICATION

The Board shall defend, hold harmless and indemnify the Superintendent in accordance with the applicable State Law

16. DISABILITY INSURANCE

The Board shall reimburse the Superintendent for the cost of her long-term disability insurance coverage in an amount not to exceed \$2,000 per year.

17. DISTRICT GOALS AND OBJECTIVES

Within sixty (60) days of the execution of this contract, or on a mutually acceptable date, the parties shall meet to establish the Superintendent's and 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. As set forth in Article 4(c), on or before

August 1st of each succeeding school year, or a mutually acceptable date, the parties will meet to establish the Superintendent's and District's goals and objectives for the next succeeding school year, in the same manner and with the same effects heretofore described.

18. EVALUATION

The Board shall evaluate the performance of the Superintendent at least once per 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 full membership of the Board. It shall be the Board's responsibility to ensure completion of the annual evaluation of the Superintendent. The Superintendent's annual evaluation shall be in writing, shall include areas of commendation and recommendation, and shall provide direction as to any aspects of performance in need of improvement. Before final Board action, a copy shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The copy of the evaluation shall be provided to the Superintendent at least 2 days before the parties are scheduled to meet. The annual evaluation shall be based upon the goals and objectives of the Superintendent and the District, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent, and 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. On or before the first day of each school year, or on an alternate mutually acceptable date, 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 next succeeding school year, in the same manner and with the same effects heretofore described.

19. RIGHT TO LEGAL COUNSEL

Dr. Lishak acknowledges that she has been informed of her right to be represented by legal counsel regarding negotiation, development, and approval of this Contract and that the Board's legal counsel does not represent her in the matter.

20. TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated by:

- (a) mutual agreement of the parties; or
- (b) unilateral termination by the Superintendent upon one hundred and twenty (120) days written notice to the Board; or
- (c) notification in writing by the Board to the Superintendent at least one hundred and fifty (150) days prior to the expiration of this contract of the Board's intent not to renew this contract; or

(d) in the event that the Superintendent's certificate is revoked or suspended, this contract shall automatically terminate and become null and void as of the date of the revocation or suspension ;
or

(e) Dismissal for unbecoming conduct, incapacity, inefficiency or other just cause in accordance with N.J.S.A. 18A:6-10 et seq. and N.J.S.A. 18A:17-15, et seq.

The Superintendent shall notify the Board, in writing, of its obligations set forth in paragraph (c) thirty days prior to the notification obligation. This section shall in no way impair the Board's obligation to timely notify the Superintendent in accordance with this Contract.

In the event that this Contract is terminated prior to the expiration date and such termination results in the parties entering into an early termination agreement, such agreement shall be in accordance with the requirements of N.J.S.A. 18A:17-20.2a and N.J.A.C. 6A:23A-3.2.

21. RELEASE OF PERSONNEL INFORMATION / PERSONNEL RECORDS

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. She shall be entitled to have a representative accompany her during such review. No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in her personnel file unless she has had an opportunity to review the material. The Superintendent shall acknowledge that she has had the opportunity to review such material by affixing her 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.

22. COMPLETE AGREEMENT

This contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of Dr. Lishak and the Board. Any modifications to this contract must have prior approval of the Executive County Superintendent.

23. 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 federal or State law, the terms of this contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

24. SAVINGS CLAUSE

If, during the term of this contract, it is found that a specific clause of the contract is illegal in federal or State law, the remainder of this contract not affected by such a ruling shall remain in force.

25. NEW JERSEY LAW

This Agreement shall be construed in accordance with the provisions of the laws of New Jersey.

IN WITNESS WHEREOF, they set their hands and seals to this contract effective on the day and year first above written.

SOUTH PLAINFIELD
BOARD OF EDUCATION

Dr. Noreen Tansey Lishak, Superintendent

By: _____
Pio Pennisi, Board President

DATE:

DATE:

WITNESS:

WITNESS:

DATE:

By: _____
Alex Benanti, Board Secretary

DATE: