

EMPLOYMENT CONTRACT
SUPERINTENDENT OF SCHOOLS
SOUTH RIVER SCHOOL DISTRICT
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***THIS AGREEMENT*** is entered on this 25<sup>th</sup> day of July, 2024 by and between:

**THE BOARD OF EDUCATION OF THE BOROUGH OF SOUTH RIVER,**  
**MIDDLESEX COUNTY**, a body corporate and politic with a principal place of business  
located at 15 Montgomery Street, in the Borough of South River, County of Middlesex and State  
of New Jersey (hereinafter “the Board”);  
and

**SILVANA R. ZIRCHER**, an individual residing in the State of New Jersey (hereinafter  
“the Superintendent”).

***THIS AGREEMENT*** is intended and understood by the parties, and shall be read and  
construed, to set forth all terms and conditions of employment for the Superintendent while  
employed by the Board. The general Policies of the South River School District and the terms  
and conditions of other teaching staff members or any other employees of the District shall not  
be incorporated into this Agreement except by express reference.

***WHEREAS***, for the purposes of mutual understanding and in order that a harmonious  
relationship may exist between the Board and the Superintendent to the end that continuous and  
efficient services will be rendered by and on behalf of both parties for the benefit of the students,  
taxpayers, employees and residents of the School District; and

***WHEREAS***, the Board wishes to offer employment to the Superintendent, and the  
Superintendent wishes to accept employment by the Board as set forth herein;

***NOW, THEREFORE***, in consideration of the following mutual promises and  
obligations, the parties to this Contract agree as follows:

**ARTICLE I**  
**EMPLOYMENT**

- A. Term.** The Board hereby agrees to employ the Superintendent, and the Superintendent  
accepts said employment, as Superintendent of Schools of the South River School

District for a period of five years, commencing on July 1, 2024 and running through the end of business on June 30, 2029.

- B. Renewal.** Pursuant to N.J.S.A. 18A:17-20.1, at the conclusion of the term of this Contract, the Superintendent shall be deemed reappointed for another contracted term of five years, unless either: a) the Board by contract reappoints the Superintendent with her consent for a different term which term shall not be less than three nor more than five years, in which event reappointments thereafter shall be deemed for the new term unless a different term is again specified; or b) the Board notifies the Superintendent, in writing prior to January 1, 2029 that such reappointment shall not be offered, in which event the Superintendent's employment in the district shall cease at the expiration of that term. It shall be incumbent upon the Superintendent to provide written notice to the Board of the renewal/nonrenewal notification requirements not later than March 1, 2028, sixteen months prior to the expiration of this Contract. However, the Superintendent's failure to provide the Board such notice shall not remove the Board's affirmative obligation to provide notice of non-renewal as provided by statute.
- C. Dismissal / Reduction in Compensation.** Pursuant to N.J.S.A. 18A:17-20.2, during the term of this Contract and any period of reappointment, the Superintendent shall not be dismissed or reduced in compensation except for cause as set forth in N.J.S.A. 18A:6-10 et seq.
- D. Salary.** The Superintendent's salary during the life of this Contract shall be as follows:
1. Effective July 1, 2024, the Superintendent's salary shall be two hundred twenty-five thousand dollars (\$225,000), Said compensation shall be payable in accordance with the Board's payment schedule for professional staff.
  2. Effective July 1, 2025, July 1, 2026, July 1, 2027, and July 1, 2028, the Superintendent's compensation shall increase by three and one-quarter percent (3.25%).
  3. Nothing in this Agreement shall limit the Board's authority pursuant to the New Jersey School Laws, including but not limited to N.J.S.A. 18A:29-4 and N.J.S.A. 18A:29-14 to withhold the salary increment of the Superintendent in the event that performance or other events so dictate and a majority of the full membership of the Board takes formal public action. Nothing herein shall preclude or prohibit the Superintendent from contesting any such withholding consistent with law.

4. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight July 1, 2029 (the final day of this Contract) unless the parties have agreed to a contract extension and that extension, if required, has been approved by the Middlesex County Executive County Superintendent. Any renewal, extension, or modification of this Contract shall, if required, comply with the notice provisions of applicable law and regulations of the New Jersey Department of Education.

## **ARTICLE II CERTIFICATION**

The parties acknowledge that the Superintendent currently possesses the appropriate New Jersey administrative certification and school administrator endorsement. It is a condition of this Contract that the Superintendent retain such certification in full force and good standing once obtained. As required by N.J.S.A. 18A:17-15.1, the parties acknowledge that in the event that the certificate of the Superintendent is revoked at any time prior or during the life of this Contract, the Contract shall become null and void as of the date of the revocation.

## **ARTICLE III DUTIES**

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

- A. To faithfully perform the duties of the Superintendent of Schools/Chief School Administrator as set forth in the applicable laws of the State of New Jersey and Board Policy and the applicable Job Description, all of which are incorporated herein by reference. The parties mutually acknowledge the authority of the Board of Education to amend and revise the referenced Policy and Job Description pursuant to law.
- B. To devote full-time efforts, and all skills, labor and attention to the position of Superintendent of Schools and functions of Chief School Administrator as required by N.J.S.A. 18A:17-18; However, she may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities, which are of a short-term duration at her discretion, provided that any such activities shall not detract from the Superintendent's fulltime duties pursuant to this Contract. Such activities which require the Superintendent to be absent from the

school district for more than one full working day shall be reported to the Board, and the Superintendent shall utilize vacation and/or personal days for all such activities.

- C. To assume responsibility for the selection, appointment, renewal, placement, removal and transfer of personnel, including the organization and re-organization of the administrative staff and teaching staff of the district, subject to the approval of and action by the Board, pursuant to 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.
- D. To study and make recommendations with respect to all criticisms and complaints which the Board, either by committee or collectively, shall refer to the Superintendent. The Board and its individual members agree to refer to the Superintendent any and all criticisms or complaints that it or they are made aware of, as required by the School Ethics Act and applicable Board Policies. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out her duties.
- E. To assume responsibility and accountability for the administration of the affairs and operation of the South River School District, including but not limited to programs, instructional programs, personnel and business management, and to delegate to and collaborate with the members of the Central Administration pursuant to the District Organizational Chart.
- F. To hold an *ex officio* seat on the Board of Education, and to speak, but not vote on all issues before the Board in accordance with applicable law, and to attend all regular, special, and workshop meetings of the Board, and all Committee meetings where the attendance of the Superintendent is requested by the Board; however, the Superintendent shall not, except as otherwise provided, be present at any Executive Session of the Board where the Superintendent has received notice that the Board will discuss the Superintendent's employment, and where the Superintendent has not waived such privacy rights, or where the Superintendent has agreed for the Board to discuss her employment. In the event that the Superintendent receives a *Rice* notice and chooses to have the ensuing discussion in closed session, at a minimum, the Superintendent shall be allowed to address the Board in closed session and to bring a representative of the Superintendent's choosing.

- G. To suggest regulations, rules, policies, guidelines, and procedures deemed necessary or appropriate for compliance with law and to promote the smooth and efficient operation of the School District.
- H. To provide written and oral updates to the Board on a regular basis to keep the Board fully informed on issues taking place in the operation of the School District. Such reports shall be of a nature as to reinforce the relationship and lines of communications between the Superintendent and Board and the honest and candid administrative leadership of the Superintendent.

#### **ARTICLE IV BENEFITS IN ADDITION TO SALARY**

- A. **Health Insurance.** The Superintendent shall be entitled to health, prescription, dental, vision and hospitalization insurance benefits as provided by the group plan in effect, or through such alternative provider as may be chosen by the Board provided that substantially equal or better coverage is provided. Consistent with the terms of P.L. 2020, c. 44, or P.L. 2011 Ch. 78, whichever is applicable, the Superintendent may choose to continue in current coverage, or to enroll in the equivalent of the Educators Health Plan or the Garden State Health Plan, retaining current prescription drug coverage.
- B. **Contribution to Health Insurance Costs.** In addition to the co-pays as set forth in Article IV.A. above, the Superintendent shall contribute, through payroll deductions, amounts consistent with the P.L. 2020, c. 44. If the Superintendent selects coverage under the current health plan set forth herein, contributions shall remain on a percentage-of-premium basis, as set forth in P.L. 2011, c. 78 and Article XII.A.1 of this Agreement; if the Superintendent enrolls in equivalent coverage to the Educator Health Plan or Garden State Health Plan contributions shall be on a percentage-of-salary basis, as set forth in section 2 of P.L. 2020, c. 44, codified at N.J.S.A. 52:14-17.46.14.

The Superintendent may waive coverage in any of the health benefit plans in accordance with procedures established by the Board. In the event of such waiver, the Superintendent will receive twenty-five percent (25%) of the premium saved by the Board, to a maximum of five thousand dollars (\$5,000.00) for the waiver of all insurance for any complete year.

- C. **Reimbursement of Expenses.** The Superintendent shall be reimbursed for all documented, actual, and reasonable expenses incurred in the performance of the duties

enumerated in this Contract, including, but not limited to, business-related activities, the purchase of supplies, meals, lodging, mileage, and membership in community service and professional organizations, upon submission to the Board Secretary and approval of the Board of Education consistent with Board Policy, applicable regulations of the New Jersey Department of Education and current OMB regulations and circulars.

The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences and similar expenses, including State-mandated professional development, which she may incur while discharging the duties of Superintendent. The Superintendent shall be entitled to attend the annual NJSBA/NJASA/NJASBO Workshop and Convention and the annual conference of the NJASA/NJSBA, and Techspo, and or a national conference at Board expense.

- D. **Cell Phone.** The Board shall reimburse the Superintendent monthly for the use of a separate cell phone line on her personal smart phone with email capabilities, including a mobile hot spot. In consideration of the provision of said cell phone, the Superintendent shall have connectivity to be in contact throughout the District as well as when she is out of the District.
- E. **Membership Fees and Professional Development.** The Board shall pay one hundred percent (100%) of the Superintendent's membership fees for the New Jersey Association of School Administrators, AASA, the County Roundtable and the Association for Supervision and Curriculum Development. The Board shall pay all fees for out-of-district workshops, classes and training that is aligned with the district's and the Superintendent's goals/and or part of the Superintendent's professional growth plan, subject to application and approval pursuant to Board Policy and applicable State regulations. Such Board approval shall not be unreasonably withheld.
- F. **Defined Employer Contribution.** The Board shall contribute the sum of six thousand dollars (\$6,000) directly through a qualified retirement plan, 403(b) or other plan approved by the district in each school year of this agreement, no later than December 31, 2024, 2025, 2026, 2027 and 2028.
- G. **Professional Growth of the Superintendent.** The Board encourages the continuing professional growth of the Superintendent through her participation as she might decide in light of her responsibilities as the Superintendent, in the following:

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

H. **Disability Insurance.** The Board shall reimburse the Superintendent for the cost of disability insurance in an amount not to exceed \$4,000 per contract year.

I. **No Implied Benefits.** The parties agree and understand that the benefits set forth in this Contract are intended to be comprehensive. As an individual employed in the unique capacity of Chief School Administrator and by the terms of this individual Contract, the Superintendent is not and shall not be entitled to any fringe benefit except as expressly set forth in this herein and in any written addenda to which the parties may agree

## ARTICLE V ABSENCE FROM DUTIES

- A. **Sick Leave.** The Superintendent shall be entitled to twelve (12) sick days annually, pursuant to N.J.S.A. 18A:30-2. Unused sick leave days shall accumulate, as guaranteed by N.J.S.A. 18A:30-3. The Board reserves the right pursuant to N.J.S.A. 18A:30-4 to require the submission of a physician's certification in the event of sick leave claimed after three consecutive sick days. The parties also acknowledge that pursuant to N.J.S.A. 18A:30-3.2, the Superintendent shall be credited with thirty (30) sick days carried from her previous district, which shall be available for use consistent with law.
- B. **Sick Leave at Retirement.** Upon retirement, the Superintendent shall be entitled to payment for accumulated sick leave days, at the Superintendent's then-current per diem rate (current salary divided by 260). In no event shall the total payment for such accrued days exceed fifteen thousand dollars (\$15,000.00). Said payment of sick days shall be made within thirty (30) days following the date of separation.
- C. **Personal Days.** The Superintendent shall be entitled to four (4) personal days of absence per year. All unused personal days shall accumulate as sick days.

- D. **Holidays.** The Superintendent shall be entitled to holidays with pay as set forth in the district calendar adopted annually by the Board for twelve-month employees.
- E. **Vacation Time and Carry Over.** The Superintendent shall be entitled to twenty-five (25) vacation days annually, all of which shall be available as of July 1<sup>st</sup> of each contract year. Upon request to and with the consent of the Board President, the Superintendent may carry over unused vacation days pursuant to N.J.S.A. 18A:30-9 into the next succeeding school year. The total number of vacation days being carried by the Superintendent at any time, including current and carried days, may not exceed fifty (50) days.
- F. **Scheduling of Vacation Time.** The Superintendent may take vacation days during the course of the year, upon reasonable notice to the Board President.
- G. **Vacation Leave at Separation.** Upon separation from service, the Superintendent shall be entitled to payment for all vacation time currently being carried consistent with subparagraph E, above, at the Superintendent's then-current per diem rate (current salary divided by 260). Any payment hereunder shall be made within 60 days of the Superintendent's last day of employment.
- H. **State of Emergency.** 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.
- I. **Death in Family.** The Superintendent shall be entitled to five (5) workdays of absence with pay in the event of the death of her father, mother, sister, brother, spouse, civil union partner, child, stepchild residing in the Superintendent's household, father-in-law, or mother-in-law. An allowance of three (3) workdays will be granted without deduction in salary in case of the death of the Superintendent's step-parent step-parent, step-child not residing in the Superintendent's household, grandparent or grandchild, or the sister or brother of the Superintendent's spouse. An allowance of one (1) workday will be granted without deduction in salary to attend the funeral of an uncle, aunt, niece, or nephew of the Superintendent or her spouse.
- J. **Superintendent's Reporting Obligation.** The Superintendent will register all leave days in the district attendance system with the exception of days upon which the school district is closed.

- K. **Payments to Estate.** In the event that the Superintendent dies during the term of this Agreement, any payments to which she is entitled for unused vacation time shall be payable to the Superintendent's designated beneficiary. Pursuant to N.J.A.C. 6A:23A-3.1, no payments for unused sick time shall be payable to the estate.
- L. **Professional Liability.** The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in her individual capacity or in her official capacity as agent and/or employee of the Board, provided the incident arose while the Superintendent was acting within the scope of her employment; and, as such, liability coverage is within the authority of the Board to provide under state law. If, in the good faith opinion of the Superintendent, conflict exists as regards the defense to such claim between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage counsel, in which event the Board shall indemnify the Superintendent for the costs of legal defense as permitted by state law.
- M. **No Implied Leave Benefits.** The parties agree and understand that the leave of absence rights and obligations set forth in this Contract are intended to be comprehensive, except as provided by State or Federal law and mandated Board Policies.

## ARTICLE VI

### EVALUATION OF SUPERINTENDENT

- A. **Annual Evaluation.** The Board shall evaluate the performance of the Superintendent at least once a year, to be completed by June 30, in accordance with N.J.S.A. 18A:17-20.3 and N.J.A.C. 6A:10-8.1. Each annual evaluation shall be in writing, and shall represent the majority of the full membership of the Board. The Board shall provide the Superintendent with a copy of the evaluation and the Superintendent and the Board shall meet to discuss the findings prior to final approval or adoption by the Board. The evaluation copy shall be provided to the Superintendent at least two days prior to the Board discussion. The Board may also meet in closed session to discuss the evaluation of the Superintendent's performance, after providing notice to the Superintendent. The annual evaluation shall be performed and contributed to by the individuals who were members of the Board during the school year leading up to that evaluation. The final draft of the annual evaluation shall be adopted by the Board of Education and signed by the Board President

not later than June 30. The Superintendent shall have the right to make a written response to the Annual Evaluation. In the event that the Board determines that the Superintendent's performance is unsatisfactory in any respect, it shall describe in reasonable detail the specific instances of unsatisfactory performance and provide recommendations for improvement. The Superintendent shall be entitled to copies of all back-up materials utilized in the process. The parties shall review the evaluation format on an ongoing basis and may mutually agree on the format for the following school year.

- B. 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 Superintendent is evaluated, as hereinafter provided. On or prior to June 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 or take any adverse action 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.
- D. **Additional Updates.** In addition to the required Annual Evaluation, the Superintendent shall twice annually submit summary updates on District performance which shall be presented to the Board at pre-meeting workshops at the time of the regular district-wide administrative updates. In addition, the Superintendent shall once annually provide the Board with a mid-year written update on progress towards achievement of the goals set pursuant to Paragraph VI.B, above. The Superintendent shall also compose monthly narrative reports.

## ARTICLE VII TERMINATION OF CONTRACT

- A. **Consent.** This Contract may be terminated upon mutual consent of the parties, under such terms as may be agreed upon in writing by the parties, subject to the provisions of N.J.S.A. 18A:17-20.2a and N.J.A.C. 6A:23A-3.2.
- B. **Nonrenewal.** Notification in writing by the Board to the Superintendent, at least 180 calendar days prior to the expiration of this Contract, of the Board's intent not to renew this Contract. 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.
- C. **Dismissal.** Dismissal or reduction in compensation shall be governed by *N.J.S.A. 18A:17-15 et seq.*
- D. **Resignation or Retirement.** The Superintendent may unilaterally terminate this Contract upon the provision of not less than one hundred twenty (120) days' written notice to the Board President and Secretary in the event that the Superintendent chooses to resign or retire.
- E. **Automatic Termination.** Notwithstanding any provision of this Contract to the contrary, the parties agree that this Contract shall terminate, and the Superintendent's employment shall cease, under any of the following circumstances:
1. Failure to possess/obtain necessary and proper certifications;
  2. Revocation of the Superintendent's certification;
  3. Forfeiture of employment pursuant to N.J.S.A. 2C:51-2; and,
  4. Discovery of a material fraudulent misrepresentation of employment history, educational and professional credentials, or criminal background in accordance with N.J.S.A. 18A:17-15 et seq.

## **ARTICLE VIII NOTICES**

Any notice, report or demand required or permitted by any provision of this Contract shall be deemed to have been sufficiently given or served for all purposes if it is sent by certified mail, return receipt requested, as follows:

AS TO THE BOARD:           South River Board of Education  
                                      15 Montgomery Street  
                                      South River, NJ 08882

AS TO THE  
SUPERINTENDENT:       Silvana R. Zircher  
                                      At the home address as identified in District records

## **ARTICLE IX CONFLICTS**

In the event of any conflict between the terms, conditions and provisions of this Contract and the provision of any Board Policy, practice, or any permissive State or federal law or regulation, the terms of this Contract shall take precedence over the contrary provisions during the term of this Contract.

## **ARTICLE X GOVERNING LAW**

This Contract shall be interpreted, construed and governed according to the laws of the State of New Jersey. Controversies arising under this Contract pertaining to the purely contractual rights and obligations of the parties shall be cognizable in the Superior Court of New Jersey, Middlesex County. All other controversies arising under this Contract with regard to the parties' rights under any provision of the New Jersey Education Laws, N.J.S.A. Title 18A and the regulations implementing same, N.J.A.C. Titles 6 and 6A, shall be within the primary jurisdiction of the New Jersey Commissioner of Education pursuant to N.J.S.A. 18A:6-9.

## **ARTICLE XI SAVINGS CLAUSE**

If, during the life of this Contract, any specific clause of this Contract is determined to be illegal or unenforceable under federal or State law, all remaining provisions shall remain in full force and effect.

## **ARTICLE XII WAIVER**

The parties mutually understand and represent that any waiver of any provision of this Contract by them shall not be deemed to waive any other or subsequent breach, and shall not be construed as a modification of the terms of this Contract.

## **ARTICLE XIII RELEASE OF PERSONNEL INFORMATION PERSONNEL RECORDS**

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

No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in his/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 his/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.

**ARTICLE XIII  
ENTIRE AGREEMENT/CONSENT**

The parties hereto understand and expressly intend that this Contract embodies and contains the entire understanding and agreement between them, and that there are no representations, promises, or considerations of any nature whatsoever, except as set forth herein. The parties further acknowledge that they agree to and are mutually capable of understanding and appreciating the intention and effect of each and every provision hereof, and that in addition to their own mutual abilities in this regard, they have had and have availed themselves of the opportunity to review all provisions of this Contract with their respective legal counsel.

The parties also acknowledge that pursuant to N.J.A.C. 6A:23A-3.1 and N.J.S.A. 18A:7-8(j), the Executive County Superintendent shall review and approve this Contract prior to final Board action on this Contract.

This contract is understood and intended, upon Executive County Superintendent review and formal action by the Board of Education, to rescind and replace all prior agreements between the parties, including the parties' 2021-2026 employment agreement.

*IN WITNESS WHEREOF*, and intending themselves to be bound hereby, the parties have set their hands and seals to this Contract effective upon the day and year first written above.

**BOARD OF EDUCATION OF THE  
BOROUGH OF SOUTH RIVER**

**Witness:**

\_\_\_\_\_  
**Cynthia A. Urbanik, President**

\_\_\_\_\_  
**Kevin Nielsen , Vice President**

*Dated:*

*Dated:*

**SUPERINTENDENT OF SCHOOLS**

**Witness:**

\_\_\_\_\_  
**Silvana R. Zircher**

\_\_\_\_\_  
**Johnny Rosa , SBA**

*Dated:*

*Dated:*