

East Brunswick Public Schools

BERNARDO GIULIANA, SFO, QPA
Assistant Superintendent for Business and Support Operations/Board Secretary
760 Route 18
East Brunswick, New Jersey 08816

Telephone 732-613-6723

September 13, 2024

VIA E-MAIL jopra+request-66510-653ce1de@requests.opramachine.com

Charlie Kratovil

SUBJECT: OPEN PUBLIC RECORDS ACT (OPRA) REQUEST 2025-14

Dear Mr. Kratovil:

The East Brunswick Public Schools ("District") records custodian received your Open Public Records Act ("OPRA") on September 12, 2024. The seven business day deadline to respond to your Request is September 23, 2024. As such, the District is timely responding to your Request in accordance with New Jersey law.

Your Request seeks the following:

Copy of the current contract for the Superintendent/chief executive.

The District conducted a good-faith search and identified the enclosed 16 pages of records as potentially responsive to your request. Please note that the signatures have been redacted as a precautionary measure. Should you wish to view the unredacted signature pages, kindly schedule an appointment with my office staff.

Your OPRA request is now deemed answered and closed.

Yours truly,

Bernardo Giuliana

Bernardo Giuliana, SFO, QPA
Assistant Superintendent for Business
And Support Operations/Board Secretary

BG:OPRA:FY2025:2025-14_Kratovil.DOC
Enclosure

C: Matthew Giacobbe, Esq.
Chron/File-OPRA

EMPLOYMENT CONTRACT

This Employment Contract is made this 30 day of Nov, 2022, between

THE EAST BRUNSWICK BOARD OF EDUCATION

in Middlesex County (hereinafter "the Board")

with offices located at

760 Route 18

East Brunswick, New Jersey 08816

and

Dr. Victor Valeski (hereinafter "the Superintendent").

This Employment Contract replaces and supersedes all prior employment contracts between the parties hereto. Signature of this Contract constitutes assent to a rescission of any and all prior contracts, as well as agreement to the terms herein.

PREAMBLE

WHEREAS, the Board desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Board believes generally improves the quality of its overall educational program; and,

WHEREAS, the Board and the Superintendent believe that a written employment contract is necessary to describe specifically 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 education program of the schools; and,

WHEREAS, the Superintendent is the holder of an appropriate certificate as prescribed by the State Board of Education and as required by *N.J.S.A.* 18A:17-17;

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

ARTICLE I
EMPLOYMENT

Effective (retroactive to) July 1, 2022, the Board hereby agrees to employ Dr. Victor Valeski as Superintendent of Schools for the period of July 1, 2022 through 11:59 p.m. June 30, 2027. The parties acknowledge that this Contract must be approved by the Middlesex County Executive County Superintendent in accordance with applicable law and regulation.

ARTICLE II
CERTIFICATION

The parties acknowledge that the Superintendent currently possesses the appropriate New Jersey administrative certification and school administrator endorsement.

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. The Superintendent will provide official course transcripts for all earned postsecondary degrees to the Board of Education. These transcripts will be kept on file in the Board office.

ARTICLE III
DUTIES

In consideration of the employment and in accordance with *N.J.S.A. 18A:17-20*, 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. The specific job description adopted by the Board,

applicable to the position of Superintendent of Schools, is incorporated by reference into this Contract.

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 written permission of 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. The Superintendent shall notify the Board President in the event he is going to be away from the district on district business for two (2) or more days in any week. Any time away from the district that is not for district business must be arranged in accordance with provisions in this Contract governing time off. 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.

C. 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 federal Law, state law, Board policies and directives.

D. 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. 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.

F. 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.

G. 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.

H. 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.

I. 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. The Board shall not substantially increase the duties of the Superintendent by assigning him the duties or responsibilities of another position or title unless the parties agree upon additional compensation commensurate with such increase in duties, the

additional compensation is reflected in an addendum to this Employment Contract, and such addendum has been approved by the Executive County Superintendent.

ARTICLE IV **SALARY AND BENEFITS**

A. Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract, but it shall not be deemed that the Board and the Superintendent have entered into a new employment contract.

1. Salary. The Board shall provide the following salary as part of the Superintendent's compensation: For the 2021 – 2022 school year, retroactive to July 1, 2021, the Board and The Superintendent agree that the Superintendent shall receive a salary of Two-Hundred and Sixty-One Thousand Dollars (\$261,000.00). Thereafter for the 2022-2023 school year and each July 1st thereafter, the Superintendent shall receive an increase of two and three quarter percent (2.75%) raise. The Superintendent's annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

2. 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 amendment/ 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.*

B. Sick Leave. The Superintendent shall receive 12 sick days annually. The Board, through its human resources office, shall be responsible for maintaining written documentation of

the Superintendent's earned and accrued sick days. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. Upon retirement and notice to the Board, unused sick days will be reimbursed, at the Superintendent's per diem rate ($1/260 \times$ annual salary). 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, and will be made within sixty (60) days of the Superintendent's last day of employment.

C. Professional Membership. The Superintendent shall be entitled to membership, at the Board's expense for professional dues 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. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences within the limit set by the annual budget, and similar expenses which he may incur while discharging the duties of Superintendent in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations. (*N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7, et seq.*). Such reimbursement shall comply with all applicable provisions of state and federal statutory and regulatory provisions and guidance, and with Board policy.

The Superintendent shall be entitled to attend the annual NJSBA Workshop and Convention, the annual conference of the NJASA, and TechSpo. Reimbursement or payment for such expenses shall be made in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations, and Board policies within the limit set in the annual budget.

D. The Superintendent may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.

E. Health Benefits:

1. The Board shall provide the Superintendent with individual or family health benefits coverage, at his choosing, as provided to all other District personnel. The Superintendent shall pay the premium costs for all such coverages set forth in Chapter 78, *P.L.* 2011 and any implementing regulations as the same provides on the date of execution of this Contract. The premium contribution shall be paid by the Superintendent through payroll deduction. The Board shall pay the Superintendent the lesser of \$5,000.00 or twenty-five percent (25%) of the cost of health benefits coverage less the Superintendent's contribution per school year should he elect to waive all health benefits coverage (medical, prescription and dental) for the entire school year. The Superintendent is also permitted to participate in the Board's established §125 Cafeteria Plan.

F. Vacation Leave:

1. The Superintendent shall be entitled to an annual vacation of twenty-four (24) working days per year, prorated. All of the vacation days shall be available for the Superintendent's use on July 1st of each year of the Contract.

2. The Superintendent shall take his vacation time after giving the Board President reasonable notice. School vacations do not constitute time off for the Superintendent, unless he uses his leave time. The Superintendent may take vacation days during the school year, upon notice to the Board President. The Superintendent is expected to attend to the business of the district as required for the smooth and efficient operation of the school district. The Superintendent shall document the use of accrued vacation days with the Board Secretary.

3. The Board encourages the Superintendent to take his full vacation allotment each year with the majority being utilized when school is not in session; however, not more than twenty-four (24) vacation days may be carried over by the Superintendent from year to year. All days carried over must be used in the next year, or those days not taken will be forfeited. The Superintendent shall be permitted to take vacation days at any time pursuant to the approval of the Board. The Board, through its human resources office, shall be responsible for maintaining written documentation of the Superintendent's earned and accrued vacation days.

4. Upon separation from employment, the Superintendent shall be paid for his unused, accumulated vacation days. The per diem rate for unused vacation days shall be calculated as $\frac{1}{260}$ th of the Superintendent's final salary. The Board shall make any such payment within sixty (60) days after the Superintendent's last day of employment. In the event of the Superintendent's death, payment for his unused accumulated vacation days shall be made to his estate.

G. The Superintendent shall be entitled to all holidays granted to other administrators in the district as specified on the district calendar.

H. The Superintendent shall be entitled to five (5) personal days, to attend to personal business during the school day, with full pay during the work year. Personal days may be taken during the school year with the prior permission of the Board President. As much advance notice as possible of the request to take personal time will be given. Personal day usage shall be reflected on time-off slips filed with the human resources office. Personal days are non-cumulative and non-reimbursable. Unused personal days shall convert to sick leave annually, subject to a maximum annual accumulation of fifteen (15) sick days.

I. In the event of death in the immediate family, an allowance of up to five (5) school days shall be granted. Immediate family shall be considered father, mother, father-in-law, mother-in-law, spouse, child, brother, sister, grandparents, daughter-in-law, son-in-law, grandchildren, or any relative or friend domiciled with the Superintendent.

J. The Superintendent shall be reimbursed for actual mileage when using his personal vehicle for Board business as annually established by the Annual Appropriations Act or the New Jersey Office of Management and Budget. Reimbursement for the use of a personal vehicle shall be tendered only upon proof of compliance with applicable regulations. The Superintendent shall be required to submit a travel reimbursement voucher monthly and within timelines in accordance with Board Policy and Regulation.

K. The Superintendent shall be reimbursed for the full monthly cost of maintaining cellular telephone and portable wireless handheld email service, which will be available and used for school-related business. Payment shall be made in accordance with Board policies and/or regulations, subsequent to his submission of the service provider's monthly invoice.

The Board will provide the Superintendent with the use of a district laptop/tablet for use the performance of his duties. The Superintendent shall be permitted incidental personal use.

L. With prior Board approval, the Board shall reimburse the Superintendent the full cost of registration fees, tuition expenses, and textbooks for graduate school coursework at an accredited institution of the Superintendent's choosing in accordance with *N.J.S.A. 18A:6-8.5*. The Superintendent shall follow Board policy in supplying the necessary documentation when seeking reimbursement.

ARTICLE V
ANNUAL EVALUATION

A. In accordance with *N.J.S.A.* 18A:17-20.3 and *N.J.A.C.* 6A:10-7.1, the Board shall evaluate the performance of the Superintendent at least once a year, and shall complete the evaluation process by no later than July 1st. Each annual evaluation shall be in writing and shall represent a majority of the Board. Prior to the finalization, a copy of the evaluation shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The Board may meet 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, which shall include, but not limited to, encouragement of student achievement, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent, the district's placement on the NJQSAC continuum (with respect to those DPRs that are within the Superintendent's control), and such other criteria as established by the Board and/or established 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. For the first year of this contract, the Board and the Superintendent shall meet within sixty (60) days of the Superintendent's commencement of employment to determine the evaluation format for the remainder of the current school year.

The final draft of the annual evaluation shall be adopted by the Board on or before April 30th. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by June 1st of each year. The Board and the Superintendent shall mutually agree on the evaluation format in each year of this contract.

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 regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance is given the opportunity to address the Board in closed session and is permitted to have a representative of his choosing speak on his behalf. In addition, the Board shall not hold any discussions with regard to the Superintendent's performance, or that may adversely affect the Superintendent's employment, in public session, unless the Superintendent requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

ARTICLE VI
TERMINATION OF EMPLOYMENT CONTRACT

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

- (1) failure to possess/obtain proper certification;
- (2) revocation or suspension of the Superintendent's certificate, in which case this Contract 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) notification in writing by the Board to the Superintendent, at least one (1) year prior to the expiration of this Contract, of the Board's intent not to renew this Contract; or
- (6) material misrepresentation of employment history, educational and professional credentials, and criminal background subject to *N.J.S.A.* 18A:6-10.

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 Contract 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 Contract upon at least one hundred and fifty (150) 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 Contract, except as authorized by paragraphs B. and C. *supra* and *N.J.S.A. 18A:17-20.2* and *N.J.S.A. 18A:17-20.2a*, 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*, 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*.

F. Early termination of this Contract of Employment shall comply with N.J.S.A. 18A:17-20.2a (P.L. 2007 c 53). Any early termination agreement between the Board and the Superintendent wherein the payment of compensation is a condition of separation from service shall be reviewed in advance by the Commissioner of Education in accordance with the provisions of N.J.S.A. 18A:17-20.2a and N.J.A.C. 6A:23A-3.2. Any such payment may not exceed the amount permitted by N.J.A.C. 6A:23A-3.2(g).

ARTICLE VII **COMPLETE AGREEMENT**

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

ARTICLE VIII
SAVINGS AND CONFLICTS CLAUSE

If, during the term of this Contract, it is found that a specific clause of the Contract is illegal under federal or state law, the remainder of the Employment Contract is not affected by such a ruling and shall remain in full force. In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies or any permissive federal or State law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

ARTICLE IX
RELEASE OF PERSONNEL INFORMATION
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. He 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 removed from his personnel file.

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.

ARTICLE X
INDEMNIFICATION

The Board shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits actions and legal proceedings of any kind brought against the Superintendent acting in his capacity as an agent and/or employee of the Board in accordance with Board policy and N.J.S.A. 18A:16-6.

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

SUPERINTENDENT

[Redacted Signature]

Dr. Victor Valeski

Date: 12/1/2022

WITNESS:

[Redacted Signature]

EAST BRUNSWICK BOARD OF EDUCATION

[Redacted Signature]

Laurie Lachs, President

Date: 12/1/2022

WITNESS:

[Redacted Signature]





State of New Jersey

PHILIP D. MURPHY
Governor

Middlesex County Office of Education
13-15 Kennedy Boulevard
East Brunswick, New Jersey 08816
(732) 249-2900
Fax (732) 296-6567

ANGELICA ALLEN-MCMILLAN, Ed.D.
Acting Commissioner

SHEILA Y. OLIVER
Lt. Governor

KYLE M. ANDERSON
Interim Executive County Superintendent

November 2, 2021

Ms. Lauri Lachs
Board President
East Brunswick Township Public Schools
760 Route 18 – Suite 108
East Brunswick, New Jersey 08816

Dear Ms. Lachs:

I have reviewed the employment contract for Dr. Victor Valeski, Superintendent of Schools, in accordance with N.J.S.A. 18A:7-8(j) and to determine compliance with the standards adopted by the Commissioner of Education at N.J.A.C. 6A:23A-3.1. Based upon my review, I have determined that those provisions of the contract subject to my review are in compliance with applicable laws and regulations. Therefore, I approve the contract for a period commencing on July 1, 2022 through June 30, 2027.

A copy of the signed contract accompanied by the board resolution should be forwarded to my office immediately following the board meeting.

If there are any changes to the terms of this contract, you will need to submit it to the Executive County Superintendent for review and approval prior to the required public notice and hearing of such changes.

Sincerely,

A handwritten signature in blue ink that reads "Kyle M. Anderson".

Kyle M. Anderson
Interim Executive County Superintendent

KMA/dh

C: Victor Valeski, Superintendent of Schools
Bernardo Giuliana, School Business Administrator/Board Secretary