



## State of New Jersey

PHILIP D. MURPHY  
*Governor*

SHEILA Y. OLIVER  
*Lt. 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*

KYLE M. ANDERSON  
*Interim Executive County Superintendent*

August 14, 2023

Ms. Xiaohan (Shannon) Peng  
Board President  
Edison Public Schools  
312 Pierson Avenue  
Edison, New Jersey 08837

Dear Ms. Peng:

I have reviewed the employment contract for Dr. Edward Aldarelli, 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 August 16, 2023 through June 30, 2028.

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,

*Kyle Anderson*

Kyle M. Anderson  
Interim Executive County Superintendent

KMA/dh

C: Jonathan Toth, School Business Administrator/Board Secretary



**EMPLOYMENT CONTRACT  
SUPERINTENDENT OF SCHOOLS  
EDISON TOWNSHIP PUBLIC SCHOOL DISTRICT**

THIS AGREEMENT is entered on this 15th-day of August 2023, by and between:  
THE BOARD OF EDUCATION OF THE EDISON TOWNSHIP SCHOOL DISTRICT, County of Middlesex, State of New Jersey (hereinafter "the Board"), a body corporate and politic with its principal place of business located at 312 Pierson Avenue, Edison, New Jersey;

and

✓ EDWARD ALDARELLI, ED.D., an individual residing in the State of New Jersey (hereinafter "the Superintendent").

THIS AGREEMENT (hereinafter the "Contract") replaces and supersedes any and all prior terms and conditions of employment, employment agreements, discussions, and implied and express contracts between these parties, and 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, except to the extent that any such terms may be imposed, superseded, or preempted by operation of controlling State or federal law.

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 be 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 Edison Township Public School District for a period of four years and 10.5 months, commencing on August 16, 2023, or as soon thereafter when all necessary reviews and approvals are obtained, and formal, public Board action is taken. Said employment shall run through the end of business on June 30, 2028.

✓ 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 the same duration, unless either: a) the Board by contract reappoints the Superintendent with his 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, on or before June 30, 2027, that

such reappointment shall not be offered, in which event the Superintendent's employment as Superintendent shall terminate at the end of this Contract; Any action to non-renew this Contract shall be taken by an affirmative vote of the majority of the full membership of the Board.

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 as set forth in N.J.S.A. 18A:6-10 et seq.

D. Salary. Any adjustment in salary made during the life of this Contract shall be in the form of an amendment and shall become part of this Contract, but it shall not be deemed that the Board and the Superintendent have entered into a new employment contract. The Superintendent's salary during the life of this Contract shall be as follows:

- ✓ 1. Initial Salary. The Board shall pay the Superintendent an annual salary of Two-Hundred and Seventy-Eight Thousand (\$278,000.00), prorated to the aforementioned start date, for the 2023-2024 school year, which amount is subject to the approval of the Executive County Superintendent pursuant to N.J.A.C. 6A:23A-2.1. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.
- ✓ 2. The Board and the Superintendent have agreed that the Superintendent shall receive minimum salary increases of 2.8% annually beginning July 1, 2024 and each July 1<sup>st</sup> thereafter. In the event that the Board and the Superintendent agree that a salary increase should exceed the above percentage increase, then the parties agree and acknowledge that such salary increase must be reviewed and approved by the Executive County Superintendent.
3. The parties agree that there shall be no payment made to the Superintendent' for longevity during any year of this Contract.
- ✓ 4. The Superintendent shall have the right during the Superintendent's employment, to take a reduction in salary and require the Board to use an amount corresponding to such reduction to purchase a tax-sheltered annuity and/or mutual fund investment in accordance with N.J.S.A. 18A:66-127, et seq. and applicable tax laws, including Sections 403 (b) and 457(b) of the Federal Internal Revenue Code. The maximum amount of reduction in salary authorized shall be the maximum tax deferral amount permitted by the Federal Internal Revenue Code.
- ✓ 5. 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.*

✓ E. No Reduction in Salary/Compensation. During the term of this Contract, including any extension hereof, the Superintendent shall not be reduced in compensation and/or benefits except as otherwise provided by law.

## ARTICLE II CERTIFICATION AND RESPONSIBILITIES

✓ A. Certification. The parties acknowledge that the Superintendent currently possesses an administrative certificate with the school administrator endorsement which is on file with the District. It is a condition of this Contract that the Superintendent retain such qualifications in full force and good standing. The Superintendent will provide official course transcripts for all earned post- secondary degrees to the Edison Board of Education. These transcripts will be kept on file in the Board office. 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.

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

- ✓ 1. 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. The parties mutually acknowledge the authority of the Board of Education to amend and revise the referenced Policy and Job Description pursuant to law. To assume responsibility for the selection, renewal, placement, removal and transfer of personnel, subject to the approval of and action by the Board, pursuant to N.J.S.A. 18A:27-4.1;
- ✓ 2. To study and make recommendations with respect to all criticisms and complaints which the Board, either by Committee or collectively, may 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 attorneys for legal assistance as the need arises in carrying out his duties;
- ✓ 3. To assume responsibility and accountability for the administration of the affairs and operation of the Edison Township School District, including but not limited to instructional programs, fiscal operations, personnel and business management, and to delegate to

members of the Administration pursuant to the District Organizational Chart;

4. 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 be present at any Executive Session of the Board where (1) 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 his employment and/or (2) where the Superintendent has a conflict of interest;
5. 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;
6. 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 may require that he attend district business outside of the district;
7. 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; and
8. 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, and the additional compensation is reflected in an addendum to this Employment Agreement, and such addendum has been approved by the Executive County Superintendent.

ARTICLE IV.  
BENEFITS IN ADDITION TO SALARY

A. Insurance and other benefits.

The Superintendent shall be entitled to the following insurance benefits:

- ✓ a. Major Medical / Hospitalization -- The Board shall provide full family coverage in the Direct Access medical insurance plan.
- ✓ b. Dental Insurance
- ✓ c. Prescription Benefits
- ✓ d. Disability Insurance -- While the Superintendent is employed, the Board shall purchase a disability income policy that will provide a monthly income for life in an amount equal to at least sixty-six (66%) of his then-current salary in the event he becomes disabled. The cost of this policy will be borne by the Board of Education. The total cost of the policy shall not exceed \$2,500 annually.
- e. Children will be covered to the age of 26 in accordance with the provisions of the policy.
- f. The Board shall establish a Section 125 Cafeteria Plan, pursuant to the rules and regulations of the Internal Revenue Service. Should the Superintendent waive his health care and prescription insurance coverage he shall be paid fifty percent (50%) of the cost of the insurance waived per year. Payments for the waiver shall be made in two equal installments on December 15th and June 15th of the school year for which coverage is waived.

✓ B. Contribution to Health Insurance Costs. In addition to the co-pays required in the current coverage plans, the Superintendent shall pay the premium costs for all such coverages set forth in Chapter 44 and implementing regulations. This provision shall in no way link this Contract with any agreement collectively negotiated with district employees. The premium contribution shall be paid by the Superintendent through payroll deduction.

✓ C. Reimbursement of Expenses. Consistent with the Department of Education's Accountability Regulations, the Superintendent shall be reimbursed for all documented, actual, and reasonable expenses incurred in the performance of the duties enumerated in this Contract, including, business-related activities, the purchase of supplies, meals, lodging, 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 and applicable regulations; The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences and similar expenses which he may incur while discharging the duties of Superintendent. The Superintendent shall be entitled to attend annual state and one national conference including the annual NJSBA Workshop and Convention, NJASA Spring Conference, TechSpo, and Superintendent Study Council events at Seton Hall and Monmouth University. In addition to the professional development opportunities contained herein, the Board shall permit the Superintendent to attend the NJASA New Superintendents Academy/NJASA Leadership Institute and grant him professional release time to attend same. The Board shall pay for the Superintendent's fees for registration and participation for same.

- ✓ D. Business-Related Use of Personal Automobile. It is understood and agreed by the parties that the Superintendent's responsibilities as set forth in this Contract will necessitate significant travel among the 19 school buildings in the district, as well as to various business-related functions and obligations. Accordingly, and as permitted by N.J.A.C. 6A:23A-3.1(e)(14), the Superintendent shall be paid a monthly car allowance in the amount of \$500 (*five* hundred dollars). Such allowance shall be in lieu of any in county mileage reimbursement.
- ✓ E. Cell Phone. The Board shall provide the Superintendent with the use of a smartphone. Incidental personal use of the device by the Superintendent shall be permitted. The Superintendent shall be responsible to pay any charges incurred by the Board for calls not related to the performance of duties set forth in this Contract. 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 he is out of the District. The Superintendent shall return said *device* to the Board within five (5) days of the termination or expiration of this Contract and any renewals. In lieu of the provided cell phone the Superintendent may be permitted use of his own cell phone instead of a district provided cellular phone with appropriate data allowance, and the Superintendent will be provided a monthly allocation of \$100 to cover costs of said phone and connectivity.
- ✓ F. Computer. The Board shall provide the Superintendent with a computer and necessary peripheral equipment for use while working at home. The Superintendent shall return said computer and any necessary peripheral equipment to the Board within *five* (5) days of the termination or expiration of this Contract and any renewals.
- ✓ G. Membership Fees and Professional Development. The Board shall pay one hundred percent (100%) of the Superintendent's membership fees for but not limited too; the American Association of School Administrators, New Jersey Association of School Administrators, Middlesex County Roundtable, ASCD and Phi Delta Kappa. The Board shall pay all fees for out-

of-district workshops, classes and training required by the Board as part of the Superintendent's professional growth plan, subject to application and approval pursuant to Board Policy and applicable State regulations.

✓ H. Professional Growth and Development. The Board encourages the continuing professional growth and development of the Superintendent through participation, subject to prior approval of the Board, in the following:

1. The operations, programs, and other activities conducted or sponsored by local, state and national school administrator and/or vocational 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 his professional responsibilities for the Board;
4. Other activities promoting the professional growth of the Superintendent.

✓ I. Tuition Reimbursement: Subject to Board approval, the Board shall pay the full amount of any tuition, fees for any advanced degrees or certification/mentoring program that is successfully completed during the duration of this Contract by the Superintendent.

✓ J. No Implied Benefits. The parties agree and understand that the benefits set forth in this Contract are intended to be comprehensive. 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 fifteen (15) sick days annually. 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.

✓ 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 time exceed fifteen thousand dollars (\$15,000.00). It is agreed and understood that in the event that the Superintendent separates from the service of the District for any reason other than retirement, he shall not be paid for any accumulated sick leave. The Board shall make any payment hereunder within thirty (30) days of the Superintendent's last day of employment.

C. Personal Days. The Superintendent shall be entitled to five (5) Personal Days of Absence per year.

Personal days may be taken during the school year with the prior notification of the Board President. As much advance notice as possible of the request to take personal time will be given. Personal days are non-cumulative and non-reimbursable.

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. The Superintendent may carry over unused vacation days into the next 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. While all vacation days are provided in advance, it is understood and agreed that they are earned on a monthly pro-rata basis.

F. Scheduling of Vacation Time. The Superintendent shall be able to take vacation days during the course of the year, upon reasonable 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.

G. Vacation Leave at Separation. Upon separation from service, the Superintendent shall be entitled to payment for all unused, accumulated vacation days, not to exceed fifty (50) days, at the Superintendent's then-current per diem rate (current salary divided by 260). The Board shall make any payment hereunder within thirty (30) days of the Superintendent's last day of employment.

H. Death in Family. The Superintendent shall be entitled to up to five (5) workdays of absence with pay in the event of the death of a spouse, child, son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, brother, near relative, (defined as first cousin, grandparent, uncle, aunt, niece, nephew, sister-in-law or brother-in-law).

I. Payments to Estate. In the event that the Superintendent dies during the term of this Contract, any payments to which he is entitled for unused vacation time shall be payable to the Superintendent's estate. Pursuant to N.J.A.C. 6A:23A-3.1, no payments for unused sick time shall be payable to the estate.

J. 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 his individual capacity or in his official capacity as agent and/or employee of the Board, provided the incident arose while the Superintendent was acting within the scope of his 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.

✓ K. 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. The Superintendent is not entitled to any absence benefit not expressly set forth herein or in any written addenda to which the parties may agree.

✓ L. In accordance with N.J.S.A. 18A:30-9.1, vacation days 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 pursuant to a plan established by the Board until such time as the Superintendent uses the accumulated vacation days or the Superintendent is compensated for the accumulated unused vacation days following a Board resolution approving payment of same.

## ARTICLE VII EVALUATION OF SUPERINTENDENT

✓ A. Annual Evaluation. The Board shall evaluate the performance of the Superintendent at least once a year not later than June 30, in accordance with N.J.S.A. 18A:17-20.3, N.J.A.C. 6A:32-4.3, and Board Policy relating to Superintendent evaluations. Each annual evaluation shall be in writing, a copy shall be provided to the Superintendent and the Superintendent and the Board shall meet to discuss the findings prior to final approval or adoption by the Board. The Board may also meet in closed session to discuss the evaluation of the Superintendent's performance, after providing notice to the Superintendent and provided that 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 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 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 evaluation in question.

On or before June 1st of each year of this 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.

✓ B. Goals and Objectives. Within sixty (60) days of the execution of this Contract, the parties shall meet to establish the district's goals and objectives for the ensuing school year. Thereafter, on or before June 1 of each year of this Contract, the parties shall meet to establish the District's goals and objectives for the ensuing school year. The goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated.

## ARTICLE VIII 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. In accordance with Article I.B., the Board reserves the right to notify the Superintendent that this Contract shall not be renewed. Pursuant to N.J.S.A. 18A:17-20.4, the Superintendent retains all tenure rights accrued in any position which he previously held in the District. The Superintendent shall also continue to accrue seniority in all positions in which he achieved tenure in the District. The Superintendent shall have the right to assert all tenure and seniority rights in the event that the Board does not renew the Superintendent for any reason.

✓ C. Dismissal. Dismissal or reduction in compensation shall be governed by Article I.C., *above* and the controlling law and regulations.

D. Resignation. The Superintendent may unilaterally terminate this Contract upon the provision of not less than ninety (90) days' written notice to the Board President and Secretary.

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, and no compensation shall thereafter be paid, under any of the following circumstances:

1. Failure to possess/obtain necessary and proper certifications;
2. Revocation or suspension of the Superintendent's certification; and
3. Forfeiture of employment pursuant to N.J.S.A. 2C:51-2.

## ARTICLE IX 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, or by hand delivery as follows:

THE BOARD: Board Secretary, Edison Township Board of Education 312  
Pierson Avenue, Edison, New Jersey

THE SUPERINTENDENT: Edward Aldarelli, Ed.D  
At the home address as identified in District records

#### ARTICLE X 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.

#### ARTICLE XI 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, Monmouth 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 XII SAVINGS CLAUSE

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

#### ARTICLE XIII 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 XIV ENTIRE AGREEMENT AND 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 every provision hereof, and that in addition, they have had the opportunity to review, and have reviewed, all provisions hereof with their respective legal counsel.

The parties also acknowledge that as required by N.J.A.C. 6A:23A-3.1 and N.J.S.A. 18A:7-B(i), the Executive County Superintendent or designee has reviewed and approved all terms of this Contract prior to final Board action. The letter of approval is attached hereto.

## ARTICLE XV MISCELLANEOUS

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.

The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act, codified at N.J.S.A. 47:1A-1, *et seq.*, the Right to Know Law codified at N.J.A.C. 47:1A-1, *et seq.*, Executive Order No. 11 (November 15, 1974), Executive Order No. 21 (July 8, 2002), Executive Order No. 26 (August 13, 2002), and case law interpreting them. All information related to the Superintendent's performance, evaluation or any discipline which the public is not otherwise entitled to access under law is deemed confidential and shall not be released to the public absent a written release by the Superintendent, or by a lawful order of a court of competent jurisdiction, or pursuant to a rule of a court of competent jurisdiction.

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 destroyed consistent with the New Jersey Destruction of Public Records Law.

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, 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.

EDISON TOWNSHIP BOARD OF EDUCATION

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Xiaohan (Shannon) Peng, Board President

*Dated:*

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Edward Aldarelli, Ed.D.  
Superintendent of Schools

*Dated:*

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Jonathan Toth  
Board Secretary/Business Administrator

*Dated:*

