

CONTRACT OF EMPLOYMENT

This Contract, made this 23 day of September, 2014, between **THE WALL TOWNSHIP BOARD OF EDUCATION** in Monmouth County (hereinafter "the Board") with offices located at 1630 18th Avenue, P.O. Box 1199, Wall Township, New Jersey 07719

and

Cheryl Dyer (hereinafter "the Superintendent")

PREAMBLE

WITNESSETH

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;

WHEREAS, the Board desires to employ the Superintendent as the Chief School Administrator of the school district; and,

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

The Board hereby agrees to employ Cheryl Dyer as Superintendent of Schools for the period of December 1, 2014 through 11:59 p.m. June 30, 2019. The parties acknowledge that this Contract must be approved by the Monmouth 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 (attached as Exhibit A).

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 post-secondary degrees to the Board of Education. These transcripts will be kept on file in the Board office. (Attached as Exhibit B)

ARTICLE III

DUTIES

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

A. To perform faithfully the duties of Superintendent of Schools for the Board and to serve as the Chief School Administrator in accordance with the laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board in the future. The specific job description adopted by the Board, applicable to the position of Superintendent of Schools, is incorporated by reference into this Contract, (attached as Exhibit C).

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 her vacation time, or at other times when she is not required to be present in the district, she shall retain any honoraria paid. The Superintendent shall notify the Board President in the event she 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 her

to work long and irregular hours, and occasionally may require that she 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 Board policies and directives. The Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with *N.J.S.A.* 18A:27-4.1.

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 her. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out her duties.

F. To assume 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 her that her employment will be

discussed in closed session, and the Superintendent had not requested that the meeting be conducted in public, or where the Superintendent has a conflict of interest), and all committee meetings thereof, 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.

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:

a. Initial Salary. The Board shall pay the Superintendent an annual prorated salary of One Hundred Sixty Seven Thousand Five Hundred dollars (\$167,500.00) for the 2014/15 school year, which is the

salary cap for the Wall Township School District. (The salary cap breakdown is \$165,000.00 per year with an additional \$2,500.00 per year since the district includes a high school, as prescribed by the State of New Jersey, *N.J.A.C* 6A:23A-1.2.) This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

b. Effective July 1, 2015, the Board and the Superintendent herein agree to the Salary Schedule as set forth in Article IV below. The parties further agree that any change in the salary schedule shall be submitted to the Executive County Superintendent for review and approval.

- i. School Year 2015/16 - \$167,500.00
- ii. School Year 2016/17 - \$167,500.00
- iii. School Year 2017/18 - \$167,500.00
- iv. School Year 2018/19 - \$167,500.00

c. In the event the salary cap regulations expire or are amended, the parties agree to negotiate a salary increase; any such salary increase shall be reflected in an addendum to this contract and shall be subject to the approval of the Executive County Superintendent.

2. Merit Increases. As permitted under *N.J.A. C. 6A23A-3.1(e)(10)*, the Superintendent may receive a merit bonus in addition to her annual base salary effective July 1, 2015. The merit bonus will be based upon her achievement

of quantitative merit criteria and/or qualitative merit criteria. The Board and Superintendent shall select up to three (3) quantitative merit criteria and up to two (2) qualitative merit criteria per contract year. The Executive County Superintendent shall approve or disapprove the selection of quantitative merit and/or qualitative merit criteria and the data that forms the basis of measuring the achievement of quantitative merit and/or qualitative merit criteria. The Superintendent shall receive a merit bonus in amount up to 3.33% of her annual base salary for each quantitative merit criterion achieved, and/or a merit bonus in amount of up to 2.5% of annual base salary for each qualitative merit criterion achieved. The Board shall submit a resolution to the Executive County Superintendent certifying that the quantitative merit and/or qualitative merit criterion have been satisfied and shall await a confirmation of the satisfaction of that criterion from the Executive County Superintendent prior to payment of the merit bonus.

3. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight July 1, 2019 (the final day of this Contract) unless the parties have agreed to a contract extension and that extension has been approved by the Monmouth County Executive County Superintendent. The terms of the extension will govern all increases to take effect after July 1, 2019. 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.*

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

B. Sick leave. The Superintendent shall receive one (1) sick day per month annually. 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 per diem rate (1/260 x 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. Accumulated unused sick leave compensation shall not be paid to the Superintendent's estate or beneficiaries in the event of death prior to retirement. The Superintendent shall also be credited with fifty-three (53) sick days for use in the unanticipated and unfortunate event of a serious medical issue. In the event the Superintendent needs to use these days, a physician note shall be required. Such days shall be recorded separately from regular sick leave as set forth above and shall not be eligible for any payment upon separation from service in the District, including retirement. These days shall be used only after the annual sick leave days above have been exhausted.

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 Monmouth County Administrators

Association. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at a national professional conference up to \$2,500.00, and similar expenses which she may incur, subject to prior board approval, 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/NJASA/NJASBO Workshop and Convention and the annual conference of the NJASA. 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.

The Board shall pay all costs and fees associated with any state-mandated continuing education.

D. Professional Publications. 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 consistent with the coverage provided to other central office administrators. The Superintendent shall pay the portion of the premium costs for all such coverages set forth in Chapter 78, *P.L. 2011*

(passed as Senate No. 2937) and implementing regulations. Such limitation shall in no way link this Contract with any agreement collectively negotiated with district employees. The portion of the premium shall be paid by the Superintendent through payroll deduction.

2. The Superintendent may waive coverage in any of the health benefits plans if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board. The Superintendent will be paid \$5,500.00 for waiving such coverage and shall be paid in two installments on January 30th and June 30th of the year in which benefits are surrendered.

F. Vacation Leave:

1. The Superintendent shall be entitled to an annual vacation of fifteen (15) 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 her vacation time after giving the Board President reasonable notice. School vacations [sixteen (16) days] do constitute time off for the Superintendent. 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 President and the Human Resource Coordinator.

3. The Board encourages the Superintendent to take her full vacation allotment each year; however, not more than fifteen (15) 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.

4. In the event that the Superintendent's Contract is terminated prior to its expiration, unused vacation time shall be paid on a pro-rated basis with a \$15,000.00 cap. In the event this Contract is not renewed, earned but unused vacation time will be paid at the Superintendent's daily rate of pay, based upon a 260-day work year, following her last day of employment. However, at the Board's discretion, should termination or non-renewal occur, the Board reserves the right to require the Superintendent to use her full vacation entitlement.

G. Holiday Leave. The Superintendent shall be entitled to all holidays granted to other administrators in the district.

H. Personal Leave. 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 Board President and the Human Resources Coordinator. Personal days are non-cumulative and non-reimbursable.

I. Mileage Reimbursement. The Superintendent shall be reimbursed for actual mileage when using her 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.

J. Attendance Record. The Superintendent shall be responsible for filing a time-off slip, in advance of the time off, as set forth herein, or immediately upon her return to the district in the event of an unplanned absence, with the Board President and the Human Resource Coordinator each time any leave is taken. The Superintendent and Board President shall review monthly the Superintendent's attendance record to assure correctness.

K. Tuition Reimbursement. The board shall reimburse the Superintendent for tuition costs, not to exceed \$5,000.00 per school year, incurred for graduate level courses at an accredited institution of higher education that are part of a formal program of studies leading to the awarding of a Master's Degree or a Doctoral Degree in an area or discipline judged to be of benefit to the Board. The Superintendent shall seek Board approval prior to enrolling in any graduate course of study.

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, which is the subject of any such demand, claim, suit, action or legal proceeding, arose while the Superintendent was acting within the scope of her employment. If, in the good faith opinion of the Superintendent, a conflict exists in regard to the defense of any claim, demand or action brought against her, and the position of the Board in relation thereto, the Superintendent may engage her own legal counsel, in which event the Board shall indemnify the Superintendent for the costs of her legal defense, for actions which arose while the Superintendent was acting within the scope of her employment. The Board further agrees to cover the Superintendent under the Board's liability insurance policies, including employment practices liability coverage, in the minimum amount of \$1 million.

M. Computer Equipment. The Board agrees that the Board shall provide the Superintendent with a smart phone, lap top computer, and/or iPad at the District's choosing. All equipment must be returned upon retirement, resignation, non-renewal or termination.

ARTICLE V

ANNUAL EVALUATION

A. The Board shall evaluate the performance of the Superintendent at least once a year in accordance with statutes, regulations and Board policy relating to the Superintendent evaluation. Each annual evaluation shall be in writing and shall represent a majority of the Board. 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 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 Superintendent's personnel file upon the Superintendent's request. On or before June 1st of each year of this Employment Contract, the Superintendent and the Board shall meet to review the evaluation format and to mutually determine the evaluation format to be used in the subsequent school year.

The final draft of the annual evaluation shall be adopted by the Board by June 30th of each year of this Contract. The Superintendent shall propose a schedule

for evaluation for the next year to the Board President by the annual organization meeting each year.

B. For the 2014/15 School Year, the Board and the Superintendent shall review and may modify the Board approved goals within the first 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. On, or prior to, June 1st 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. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated, as hereinafter provided.

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

ARTICLE VI

TERMINATION OF EMPLOYMENT CONTRACT

A. This Contract shall terminate, the Superintendent's employment will cease, and no compensation 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 year prior to the expiration of this Contract, of the Board's intent not to renew this Contract; or
- (6) misrepresentation of employment history, educational and professional credentials, and criminal background.

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 her 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 120 calendar days written notice to the Board, filed with the Board Secretary,

of her 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, provided, however, that the Board shall have the authority to relieve the Superintendent of the performance of her duties in accordance with *N.J.S.A.* 18A:27-9, so long as it continues to pay her 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. In the event the parties agree to terminate this Contract prior to its expiration date, and to relieve the Superintendent from the actual performance of her duties, upon the approval of the Commissioner of Education, the Board shall compensate the Superintendent for either three (3) months' salary times the number of years remaining on this Contract or the remaining salary due to completion of this Contract, whichever is less, minus compensation from any and all other employment. It is understood that the Superintendent must make a good faith effort to find employment elsewhere as soon as possible and prior to the expiration date of the within Contract. The salary received by the Superintendent in such employment shall be deducted from the payments made to the Superintendent by the Board. Insurance benefits will be adjusted to reflect coverage, if any, in the new position.

ARTICLE VII

RENEWAL - NONRENEWAL

This Employment Contract shall automatically renew for a term of 5 calendar years, expiring July 1, 2024, unless either of the following occurs:

A. the Board by contract reappoints the Superintendent for a different term allowable by law;

B. the Board notifies the Superintendent in writing, by June 30, 2018, that she will not be reappointed at the end of the current term, in which case her employment shall cease upon the expiration of this Contract; or

C. in accordance with such laws and regulation that would require nullification of this Contract.

ARTICLE VIII

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 IX

SAVINGS 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.

ARTICLE X

RELEASE OF PERSONNEL INFORMATION

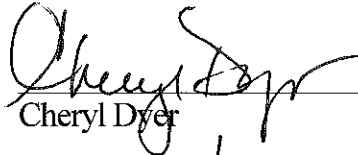
PERSONNEL RECORDS

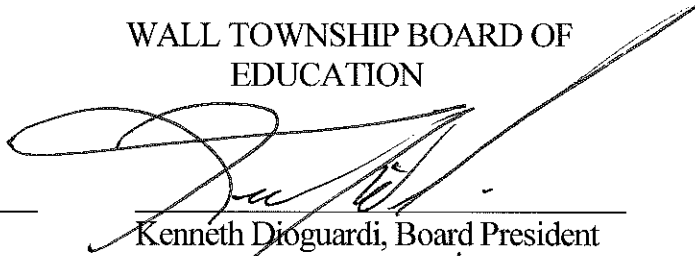
The Superintendent shall have the right, upon request, to review the contents of her personnel file and to receive copies at Board expense of any documents contained therein. She shall be entitled to have a representative accompany her during such review. At least once every year, the Superintendent shall have the right to indicate those documents and/or other materials in her file that she believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board, such documents identified by her shall be destroyed. No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in her personnel file unless she has had an opportunity to review the material. The Superintendent shall acknowledge that she has had the opportunity to review such material by affixing her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Superintendent shall also have the right to submit a written answer to such material.

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

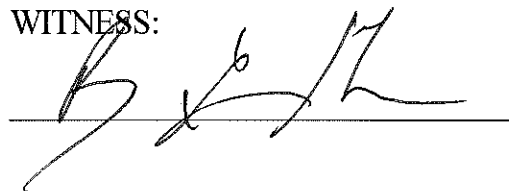
WALL TOWNSHIP BOARD OF
EDUCATION


Cheryl Dyer


Kenneth Dioguardi, Board President

Date: 9/23/14

Date: 9/23/14

WITNESS:


WITNESS:
