


**CONTRACT OF EMPLOYMENT**

  
5-4-15 A

this Agreement, made this 11th day of March, 2015, between

PERTH AMBOY BOARD OF EDUCATION

in Middlesex County (hereinafter "the Board")

with offices located at

178 Barracks Street

Perth Amboy, New Jersey

and

DR. DAVID A. ROMAN (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 Dr. Roman as the Chief School Administrator of the school district; and,

**WHEREAS**, the Board desires to provide Dr. Roman 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 Dr. Roman believe that a written employment contract is necessary to meet the requirements of law and, more importantly, 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**, Dr. Roman 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 Dr. Roman as Superintendent of Schools for the period of July 1, 2015 through 11:59 p.m. June 30, 2019. 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 Dr. Roman 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, Dr. Roman's certification(s) is revoked, this Contract shall be null and void as of the date of the revocation.

### **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 B).

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 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 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 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 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, subject to review and approval of the Middlesex County Executive County Superintendent.

1. Salary. The Board shall provide the following salary as part of the Superintendent's compensation:

a. Salary. The Board shall pay the Superintendent an annual salary of two hundred thousand dollars (\$200,000.00). This annual salary rate shall be paid to the Superintendent in equal semimonthly installments in accordance with the standard policy of the Board governing payment of professional twelve-month staff members in the school district. In the event that the Board and the Superintendent agree that a salary increase shall be made during the term of this contract, then the

parties agree and acknowledge that such salary increase must be reviewed and approved by the Executive County Superintendent.

b. 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 Middlesex County Executive County Superintendent.

2. Merit pay.

The Superintendent may receive a merit bonus in addition to his annual base salary. The merit bonus will be based upon his achievement of quantitative merit criterion and/or qualitative merit criterion. The Board and Superintendent shall select three (3) quantitative merit criteria and two (2) qualitative merit criteria per contract year. The Executive County Superintendent shall approve or deny 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. For Year 1, the 2015-2016 fiscal year, the Superintendent shall receive a merit bonus in the amount of 3.0% of his annual base salary for each quantitative merit criterion achieved, and 1.0% of his annual base salary for each qualitative merit criterion achieved. For Year 2, the 2016-2017 fiscal year, the Superintendent shall receive a merit bonus in the amount of 3.0% of his annual base salary for each quantitative merit criterion achieved, and 1.0% of his annual base salary for each qualitative merit criterion achieved. For Year 3, the 2017-2018 fiscal year, the Superintendent shall receive a merit bonus in the amount of 3.0% of his annual base salary for each quantitative merit criterion achieved, and 1.0% of his annual base salary for each qualitative merit criterion achieved. For Year 4, the 2018-2019 fiscal year, the Superintendent shall receive a merit bonus in the amount of 3.0% of his annual base salary for each

quantitative merit criterion achieved, and 1.0% of his annual base salary for each qualitative merit criterion achieved. The Board and Superintendent shall meet on or before April 30th of each year of the term of this contract for the purpose of selecting the merit bonus criteria for the next subsequent fiscal year. Those criteria shall be reduced to writing and submitted to the Executive County Superintendent for review and approval. The approved criteria shall then be reflected in an addendum to this contract. Following the completion of the fiscal year, 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. Merit bonuses shall not exceed 3.0% of annual salary for each quantitative merit criterion and 1.0% of annual salary for each qualitative merit criterion achieved. The merit bonus shall be paid to the Superintendent within thirty (30) days of the receipt of the approval of the Executive County Superintendent. The Board's obligation to pay an earned merit bonus shall survive the termination of this Employment Contract.

2. 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 Middlesex 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.*

3. 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 twelve (12) sick days annually in accordance with the Board Policy, practices, and contract for certified school administrators, including the provisions for perfect/exemplary attendance. Upon the commencement of employment, Dr. Roman shall receive a bank of thirty five (35) sick days to be utilized in the event of illness. The banked sick days shall not be eligible for compensation upon retirement. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. Upon retirement and notice, all unused accumulated sick days will be reimbursed at the rate of 1/260 of the Superintendent current 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 fifteen thousand dollars (\$15,000.00). Accumulated unused sick leave compensation shall not be paid to the Superintendent's estate or beneficiaries in the event of death prior to retirement.

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, the Middlesex County Administrators Association, and/or other organizations deemed important by the Superintendent and the Board. (Attached as Exhibit C.) The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences up to four thousand dollars (\$4,000.00), and similar expenses which she 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/NJASA/NJASBO Workshop and Convention and the annual conference of the NJASA, including the Annual Spring Conference and TECSPO. 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 which amount shall not exceed four thousand dollars (\$4,000.00).

The Superintendent may attend the "New Superintendent's Academy" sponsored by the New Jersey Association of School Administrators at Board expense. The Board shall pay all fees and costs associated with attendance of the Academy. 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 and 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. If Chapter 78, *P.L. 2011* sunsets and is not renewed, the Superintendent's contribution shall be 1.5% of his annual salary during each year of the contract. Such limitation shall in no way link this Contract with any agreement collectively negotiated with district employees. 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 Two Thousand and Five Hundred dollars (\$2,500.00) of the cost of said coverage for waiving such coverage.

F. Vacation Leave:

1. The Superintendent shall be entitled to an annual vacation of twenty-four (24) working days per year, calculated pro rata for the term. All of the vacation days shall be available for the Superintendent's use on July 1<sup>st</sup> of each year of the Contract. Vacation Leave shall be credited as earned at the rate of two (2) per month, and the Superintendent may carry over up to one year of accumulated unused vacation leave where required by business demands, for use during the following school year. If carried over days are not used in the following year, they will be lost. Unused vacation leave shall be paid in cash upon the Superintendent's retirement, termination of employment, or death with a per diem amount calculated as 1/260 of the annual salary.

2. The Superintendent shall take his vacation time after giving the Board President reasonable notice. School vacations 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 Secretary.

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 of two (2) days accrued per month. Upon

separation from service, unused but accumulated vacation time will be paid at the Superintendent's daily rate of pay, based upon a 260-day work year, following his last day of employment.

G. Holiday Leave. The Superintendent shall be entitled to all holiday leave in accordance with the approved district school calendar and Federal and State law.

H. Personal Leave and Bereavement Leave. The Superintendent shall be entitled to take up to five (5) days of bereavement leave for immediate family annually and up to two (2) days for non-immediate family annually in accordance with Board Policy. The Superintendent shall also be entitled to take up to three (3) personal days annually which 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 Secretary. Personal days are non-cumulative and non-reimbursable. With notice, the Superintendent may convert up to three (3) unused personal days to sick days provided he does not accumulate more than fifteen (15) sick days in one year.

I. Car Allowance. The Superintendent shall receive a monthly car allowance in the amount of five hundred dollars (\$500.00). The Superintendent shall not be provided with a District vehicle and shall not be reimbursed for actual mileage when using his personal vehicle for Board business.

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 his return to the district in the event of an unplanned absence, with the Board Secretary each time any leave is taken. The Superintendent and Board President shall periodically review the Superintendent's attendance record to assure correctness.

K. Tuition Reimbursement. The board shall reimburse the Superintendent for tuition costs 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 his individual capacity or in his official capacity as an 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 his 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 him and the position of the Board in relation thereto, the Superintendent may engage his own legal counsel, in which event the Board shall indemnify the Superintendent for the costs of his legal defense. 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 one million dollars (\$1,000,000).

M. Disability Insurance. The Board shall reimburse the Superintendent in a sum not to exceed three thousand (\$3,000.00) dollars towards the cost of maintaining a disability insurance policy. The Superintendent shall submit a signed voucher along with proof of the purchase of the policy in order to obtain reimbursement.

## ARTICLE V

### ANNUAL EVALUATION

A. The Board shall evaluate the performance of the Superintendent at least once a year in accordance with New Jersey statutes and regulations, and Board policy relating to Superintendent Evaluations. 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 his request. On or before June 1<sup>st</sup> 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 Superintendent shall be entitled to copies of all back up materials utilized in the process.

The final draft of the annual evaluation shall be adopted by the Board by June 30<sup>th</sup> 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. 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<sup>st</sup> 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 forty-eight (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 hundred and twenty (120) calendar days prior to the expiration of this Contract, of the Board's intent not to renew this Contract.

B. The Superintendent may terminate this Employment Contract upon ninety (90) calendar days' written notice to the Board, filed with the Board Secretary, of his intention to resign or retire. In the event that the Superintendent terminates the Agreement, the provisions of N.J.S.A. 18A:27-9 shall apply.

C. The Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as provided in this Employment Contract 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 his/her duties in accordance with N.J.S.A. 18A:27-9, so long as it continues to pay his/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. The parties further understand that any early termination agreement approved by the Commissioner of Education cannot exceed the lesser of the calculation of three (3) months of pay for every year remaining on the contract with proration for partial years, not to exceed twelve (12) months, or the remaining salary due under the contract, except as otherwise provided by law.

## **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**

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.

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.