

**MATAWAN-ABERDEEN REGIONAL SCHOOL DISTRICT
BOARD OF EDUCATION**

**SUPERINTENDENT'S CONTRACT
February 1, 2008 – JUNE 30, 2012**

THIS EMPLOYMENT CONTRACT is made and entered into this ____ day of _____, 2008 by and between the **Matawan-Aberdeen Regional School District Board Of Education**, with offices located at One Crestway, Aberdeen, New Jersey (hereinafter referred to as the "Board"), and **Richard O'Malley** (hereinafter referred to as the "Superintendent").

WITNESSETH:

WHEREAS, the Board desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, and,

WHEREAS, the Board seeks a Superintendent to provide quality analysis to the Board to assist in the Board's policy making role; and

WHEREAS, the Board seeks a Superintendent to meet the District's objectives to raise student performance in order to place in the top 25% in state testing within the District Factor Group; 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;

NOW, THEREFORE, the Board and the Superintendent, for the consideration herein specified, agree as follows:

1. TERM

The Board, in consideration of promises herein contained of the Superintendent, hereby employs, and the Superintendent hereby accepts employment as Superintendent of Schools for a term commencing February 1, 2008, and expiring midnight June 30, 2012.

2. SUPERINTENDENT RESPONSIBILITIES

The Superintendent shall be the chief executive and administrative officer of the Board and shall have general supervision over all aspects, including the fiscal operations and instructional programs of the district, and shall arrange the administrative and supervisory staff, including instruction and business affairs in a manner which, in his judgment, best services the district. The selection, placement, transfer, renewal and dismissal of personnel, both instructional and noninstructional, shall occur only upon the recommendation of the Superintendent, subject to Board approval, and the nonrenewal of personnel shall occur upon the Superintendent's notification to the employee and the Board.

Employment shall be on a full-time basis, and the Superintendent shall, during the term of this Agreement, accept no other employment from any other source, including but not limited to, consultative work, speaking arrangements, writing, lecturing, or other professional duties for compensation, except as previously agreed to by the Board. Approval shall not be unreasonably withheld provided the outside work does not interfere with District business.

The Board acknowledges that the Superintendent must complete his obligations and contracted responsibilities to the Mountainside Board of Education and, as such,

must devote a considerable amount of time to that district until he is fully released from his contractual obligations by Mountainside. Mountainside has provided written assurance that the Superintendent may begin his employment with Matawan-Aberdeen Regional effective February 1, 2008, and will not object to the Superintendent being physically present during evenings, weekends, holidays, and Mountainside's winter recess, as well as Matawan-Aberdeen Regional School District Board of Education's meetings, if they do not conflict with Mountainside Board meetings.

The Board agrees that the CSA shall be permitted to continue his participation in the NJ Leaders to Leaders Mentoring Program. Any other activities that have been approved by the Board and requires the Superintendent to be absent from the School District for more than one full working day shall be reported to the Board President.

The Superintendent has acknowledged that he is currently in an elected position in the township in which he resides. The Board and the Superintendent agree that provided this elected position does not interfere with the Superintendent's responsibilities and duties to the district, the Superintendent should continue to serve. However, if during the term of this employment contract, a majority of the Board advises the Superintendent that the elected position is interfering with District responsibilities, the Superintendent agrees to immediately resign from his elected position.

The members of the Board, individually and collectively, will refer to the Superintendent any and all criticisms, complaints and suggestions concerning the operation and management of the district called to their attention. The Board will not take action on any such criticisms, complaints, and/or suggestions until they are discussed by the Board members at a scheduled meeting of the Board and a consensus sought to

direct the Superintendent to study, recommend, and/or take action. The Superintendent shall have the right to contact the Board attorney for legal assistance as the need arises in carrying out his duties.

All duties assigned to the Superintendent by the Board should be appropriate to and consistent with the professional role and responsibility of the Superintendent, and shall be set by Board policy and in the job description (attached hereto and incorporated herein by reference), which may be modified by mutual agreement from time to time, consistent with the intent set forth above. In the event the duties of the Superintendent increase substantially during the term of this Employment Contract by, e.g., taking on the duties or title of another position, the Board shall increase his compensation commensurate with the increased duties and responsibilities.

The parties agree that the Superintendent shall attend all Board meetings and committee meetings of the Board and his delegate has the right to make recommendations to the Board or committee with respect to any proposed action or policy. 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 permitted to be present during such discussions, is given the opportunity to address the Board, 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.

Performance

The Superintendent agrees to faithfully perform the duties of his position as set forth in the job description for his position in accordance with applicable laws, regulations, policies and directives.

3. COMPENSATION

During the term of this Employment Contract, including any extension thereof, the Superintendent shall not be reduced in compensation, including salary and benefits. 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. Notice of such alternations or adjustments shall be consistent with *N.J.S.A. 18A:11-11*.

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

1. Initial Salary.

The Board shall pay the Superintendent a monthly salary of \$750 for the months of February, March, April and May 2008. In the event the Superintendent is fully released from his responsibilities in Mountainside before May 31, 2008, and for a period of the next twelve (12) months of employment, the Board shall pay the Superintendent a salary of One Hundred Seventy Three Thousand (\$173,000). 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. Minimum Salary Increase.

The Board will grant the Superintendent a minimum base salary increase of \$3,000. every twelve (12) months beginning July 1, 2009. Additional annual increases beyond the minimum increase set forth above may be provided based upon the Superintendent's performance at the sole discretion of the Board.

3. Salary Deductions.

The following compulsory deductions will be made from the Superintendent's paychecks: federal income tax, state income tax, and FICA.

B. Leaves. The Board shall provide the following leaves as part of the Superintendent's compensation:

1. Vacation.

The Superintendent shall be granted twenty (20) vacation days each school year (prorated for 2007-2008). All days for each year shall be available upon July 1st of each year. He may be compensated at the end of each school year, up to a maximum of five (5) unused vacation days per full school year. There shall be no carry-over of vacation days from year to year. Payment for unused vacation days, (maximum 5 per full year) shall be made based upon 1/240 of the annual salary. The Superintendent shall be permitted to take vacation days at any time after consultation with the Board President. The Board, through its human resources office, shall be

responsible for maintaining written documentation of the Superintendent's earned, used and unused vacation days.

2. Holidays.

The Superintendent shall be entitled to all holidays granted to 12 month administrators in the district.

3. Sick Leave.

The Superintendent shall be allowed twelve (12) days sick leave annually, beginning July 1, 2008 (pro-rated 2007-08). The unused portion of such leave, at the end of each school year, shall be cumulative. There shall be no payment for unused accumulated sick days upon the expiration or termination of this contract.

4. Personal Leave.

The Superintendent shall be granted personal a maximum of three (3) personal days each year beginning July 1, 2008, for personal matters including family illness, bereavements or personal matters, which require absence during school hours, to be used at his discretion.

- C. Medical Insurance.** Beginning July 1, 2008, or any day sooner, in the event the Superintendent is fully released from his contract in the Mountainside Board of Education, the Board shall provide, as part of the Superintendent's compensation, the following medical insurance: individual and family coverage of the New Jersey Blue Cross Hospital Service Plan,

the New Jersey Blue Shield Medical Surgical Plan, dependant coverage, and major medical coverage. In addition, the Board shall provide the Superintendent with and pay amounts premiums for individual and family in the Dental, Prescription and Vision care plans offered to other District employees. In the event the Board changes insurance carriers and/or level of coverage or benefits provided other employees, that same change shall apply to the Superintendent; however, in no event shall the Superintendent receive any lesser benefits than any other employees in the District. The Superintendent shall pay 1% of his annual base salary toward the premiums for these medical insurance coverages. Contributions shall be received through payroll deductions in equal installments.

D. Other Insurance. The following insurance will be provided as part of the Superintendent's compensation:

1. Disability Insurance.

While employed, the Board shall purchase a disability income policy for the Superintendent that will provide a monthly income for life to the Superintendent 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 shall be paid by the Board of Education.

2. Other.

The Board shall reimburse the Superintendent for all other related expenses that are not covered. These expenses shall not exceed \$1,400 annually (pro-rated in the 2007-2008 school year). It shall be a condition precedent for reimbursement under this section that the Superintendent submit a receipt and voucher for payment prior to being reimbursed.

E. Job Related Expenses.

Travel Expense.

The Board shall reimburse the Superintendent for job-related expenses including, but not limited to, transportation expenses and sustenance, consistent with state law. Reimbursement for mileage will be at the prevailing GSA rate and consistent with State law.

Computer.

The Board shall provide the Superintendent with a laptop computer and other necessary equipment for his use during the duration of the contract.

The Board shall be responsible for maintaining said computer.

Cellular Telephone.

The Board shall provide the Superintendent with a cellular telephone and shall pay the monthly charges, including business-related telephone call charges to a maximum of \$110/month. Incidental personal use by the Superintendent shall be permitted.

F. 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 in his capacity as an agent and/or employee of the Board. 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.

G. Medical Examination.

The Superintendent shall undergo a physical examination once in every year by a doctor chosen by the Superintendent at the expense of the Board of Education. Said examination shall include such diagnostic tests, laboratory tests and other procedures and examinations as may be determined appropriate by the physician engaged by the Superintendent of Schools.

H. Payment to Estate. In the event that the Superintendent dies during the term of this Agreement, any payments to which he is entitled for unused sick and/or vacation time shall be payable to his estate.

4. PROFESSIONAL GROWTH OF SUPERINTENDENT

The Board encourages the continuing professional growth of the Superintendent through his participation, as he might decide in light of his responsibilities as the Superintendent in the appropriate activities.

In its encouragement, the Board shall permit a reasonable amount of release time for the Superintendent, as he deems appropriate, to attend such matters and shall pay all necessary travel, registration and sustenance, as permitted by State law. The Board shall pay the costs associated with any state-mandated continuing education for the Superintendent including his professional growth plan. The Board shall also pay the costs each year for the Superintendent's attendance at one national and two state conventions/conferences for superintendents.

5. MEMBERSHIP FEES

The Board shall pay one hundred percent (100%) of the Superintendent's fees and/or charges to the American Association of School Administrators, the New Jersey Association of School Administrators and other professional/civic groups at the option of the Superintendent, which the Superintendent deems necessary to maintain and/or improve his professional skills.

6. EVALUATION

The Board shall evaluate the performance of the Superintendent at least once a year, on or before April 1. It shall be the Board's responsibility to ensure completion of the annual evaluation of the Superintendent.

The Superintendent's annual evaluation shall be in writing, shall include areas of commendation and recommendation, and shall provide direction as to any aspects of performance in need of improvement. Before final Board action, a copy shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The annual evaluation shall be based upon the goals and objectives of the district, the responsibilities of the Superintendent as set forth in the job description

for the position of Superintendent (attached hereto and incorporated herein by reference), and such other criteria as the State Board of Education shall by regulation prescribe. The Superintendent shall receive a copy of any backup forms utilized in the process. The evaluation format shall be developed and approved jointly by the Board and the Superintendent within ninety (90) days of the execution of this Employment Contract.

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 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.

7. TERMINATION OF EMPLOYMENT CONTRACT

This Employment contract may be terminated by:

- (a) mutual agreement of the parties;
- (b) unilateral termination by the Superintendent upon ninety (90) days written to the Board;
- (c) notification in writing by the Board to the Superintendent, at least one (1) years prior to the expiration of this Employment Contract, of the Board's intent not to renew this Employment Contract. The board agrees

that, in the event of nonrenewal, it shall not unilaterally relieve the Superintendent of his/her duties during the term of this Employment Contract; or

- (d) In the event the certificate of the Superintendent is revoked, this contract is null and void as of the date of the revocation, consistent with *N.J.S.A.* 18A:17-15.1.
- (e) By the Board, but only for inefficiency, incapacity or conduct unbecoming a Superintendent or other just cause, and then only in the manner preserved by *N.J.S.A.* 18A:6-9, *et seq.*

8. MORALS CLAUSE

This Agreement may also be terminated by the Board without need to proceed under 7(e) above, in the event of conviction or no contest plea to any crime or any offense involving moral turpitude that may touch upon his employment with the District.

9. COMPLETE AGREEMENT

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

10. CONFLICTS

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.

11. SAVINGS CLAUSE

If, during the term of this Employment Contract, it is found that a specific clause of the contract is illegal in federal or State law, the remainder of this Employment Contract not affected by such a ruling shall remain in force.

12. RELEASE OF PERSONNEL INFORMATION

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.*, 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.

13. PERSONNEL RECORDS

The Superintendent shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at Board expense of any documents contained therein. 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; such documents identified by him shall be destroyed only with the consent of the Board.

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.


WHEREAS, a duly authorized officer of the board has approved the terms and conditions of this Employment Contract; and,

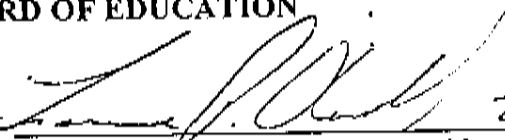
WHEREAS, the Superintendent has approved of the terms and conditions of this Employment Contract; and,

WHEREAS, this Employment Contract has been approved by a vote of the Members of the Board of Education of the Matawan-Aberdeen Regional School District Board of Education at its meeting of February 11, 2008, and has been made a part of the minutes of that meeting.


IN WITNESS WHEREOF, they set their hands and seals to this Employment contract effective on the day and day first above written.

**BOARD OF EDUCATION OF THE
MATAWAN-ABERDEEN REGIONAL
SCHOOL DISTRICT
BOARD OF EDUCATION**


Richard O'Malley, Superintendent

BY:  2/19/2008
Lawrence O'Connell, Board President

WITNESS:


Susan Irons, Board Secretary

Date: 2/19/08

Date: 2/19/08

