

**EMPLOYMENT CONTRACT FOR
ASSISTANT SUPERINTENDENT**

THIS AGREEMENT is made this __ day of _____, 2023 by and between the Township of Union Board of Education, with administrative offices located at 2369 Morris Avenue, Union, New Jersey and Gretel T. Perez, Ed.D. (hereinafter “Dr. Perez”).

W I T N E S S E T H:

WHEREAS, the Board desires to retain the services of Dr. Perez as Assistant Superintendent of Curriculum, Instruction and Funded Programs for the Township of Union School District and Dr. Perez has agreed to serve in this capacity; and

WHEREAS, in accordance with the requirements of New Jersey law, the Board and Dr. Perez wish to embody in this Contract the terms and conditions of their Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Board and Dr. Perez hereby agree as follows:

**ARTICLE I
EMPLOYMENT**

A. The Board hereby agrees to employ Dr. Perez as Assistant Superintendent effective July 1, 2023 through June 30, 2024. This is a twelve-month position.

B. The annual salary for Dr. Perez shall be \$178,231.20 (One Hundred Seventy-Eight Thousand Two Hundred Thirty-One Dollars and Twenty Cents).

**ARTICLE II
DUTIES**

In consideration of the employment and salary benefits established herein Dr. Perez hereby agrees to the following:

A. To faithfully perform the duties of Assistant Superintendent 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 from time-to-time. The specific job description adopted by the Board, applicable to the position of Assistant Superintendent is incorporated by reference into this contract and shall be followed by Dr. Perez.

B. To devote her professional time, skills, labor and attention to this employment during the term of this contract. However, Dr. Perez may also lecture, engage in writing activities and speaking engagements and engage in other activities which are of

a short-term duration if she obtains prior approval of the Superintendent, which approval shall not be unreasonably withheld if the activities do not interfere with the performance of his duties to the district.

C. To carry out the duties as may be assigned to her from time-to-time by the Superintendent and to make reports to the Board as directed by the Superintendent from time-to-time as may be required.

D. Dr. Perez shall attend working sessions, regular and special meetings of the Board without additional compensation, and any other meetings related to negotiations sessions with employee groups, grievance meetings, committee meetings and other meetings relevant to her job functions as directed by the Superintendent of Schools.

E. Dr. Perez shall attend those county, regional and state meetings that are necessary to keep her informed of current matters affecting the functions of the Board. The registration fees for these meetings shall be paid by the Board. Reimbursements for travel or other expenses shall be processed in accordance with applicable OMB circulars, State and Federal Regulations and Board policy.

ARTICLE III CERTIFICATION

The parties acknowledge that the Assistant Superintendent possesses a certificate of eligibility and Provisional Certificate, and she is being mentored and is enrolled in the required residency program to obtain the School Administrator endorsement from the New Jersey Department of Education. The Assistant Superintendent agrees to use her best efforts to obtain the School Administrator Endorsement as soon as possible and to keep the Superintendent informed of the status of the application for certification. The parties expect the Assistant Superintendent to obtain the appropriate administrative certification and school administrator endorsement prior to the commencement of the next school year; however, proof of submission of the requisite application and supporting documents will satisfy this clause.

Dr. Perez represents that she shall maintain her certification in full force and effect throughout the life of this Agreement. If said certificate is revoked during the term of this Agreement, this Agreement shall henceforth be null and void and Dr. Perez's employment shall immediately terminate.

ARTICLE IV SICK DAYS

Dr. Perez shall receive twelve (12) sick leave days annually. Unused sick leave shall be cumulative in accordance with the provisions of Title 18A. Upon retirement, Dr. Perez shall be compensated for all unused accumulated sick days at a rate of 1/260 then

current salary to a maximum payment of \$15,000. Any such payment shall be made within thirty (30) days of Dr. Perez's last day of employment.

**ARTICLE V
ASSOCIATION DUES/CONFERENCES**

Dr. Perez shall be entitled to have certain professional expenses, including dues for professional associations paid by the Board. These dues shall not be limited to N.J.A.S.A. and A.A.S.A. In addition to NJASA and AASA, the Board shall also pay dues for ASCD, ISTE, ALAS and NABSE. The Board will also pay for attendance at conventions with sufficient prior notice for the Superintendent's and the Board of Education's final approval. Reimbursements for travel or other expenses shall be processed in accordance with applicable OMB circulars, N.J.S.A. 18A:11-12, State Regulations and Board policy. Dr. Perez shall submit a detailed voucher and a report to the Board for each conference or convention, which shall be reviewed for compliance prior to said reimbursement. At a minimum, Dr. Perez shall be permitted to attend three state and one national conference per year, at the Board's expense. In addition, the board shall pay for NJASA Residency Program, and requisite mentoring to obtain her school administrator's endorsement.

**ARTICLE VI
AUTOMOBILE AND OTHER JOB-RELATED EXPENSES**

Dr. Perez shall be required to use her personal automobile for Board of Education business, as needed or as directed. Subject to the requirements of any applicable Board policy and State law, the Board shall reimburse Dr. Perez for expenses incurred for travel in the performance of her duties. Mileage shall be paid from properly detailed mileage vouchers according to the rates approved by the NJOMB and NJSA 18A:11-12, as amended and supplemented.

**ARTICLE VII
VACATION DAYS**

Dr. Perez shall be entitled to twenty-five (25) vacation days for the 2023-2024 school year. Dr. Perez shall take vacation time only after prior review and approval of the Superintendent. Vacation leave accrued after June 8, 2007 can be carried over for up to one year, where required by business demands. Annual payout of vacation leave is not permitted. Upon retirement or other separation from employment Dr. Perez shall be compensated for all her accumulated and unused vacation days up to a maximum of twenty-five (25) at the per diem rate of 1/260 of her then current salary. The Board shall make the payment within thirty (30) days of Dr. Perez's last day of employment. Vacation days are compensated at the daily rate of pay at time of severance and said calculation shall be based upon a 260-day year (1/260th). Said days shall be paid to the individual's estate or beneficiaries in the event of Dr. Perez's death prior to separation.

**ARTICLE VIII
HOLIDAYS AND LEAVES OF ABSENCE**

Dr. Perez shall receive nineteen (19) paid holidays per year. The annual calendar of holidays shall be developed by the Superintendent and approved by the Board of Education each year.

Dr. Perez may apply for a leave of absence without pay. Leaves of absence are subject to the review and approval of the Superintendent of Schools and the Township of Union Board of Education. Said leaves shall be in accordance with State and Federal laws, as applicable.

**ARTICLE IX
PERSONAL DAYS**

Dr. Perez shall be entitled to six (6) personal days per contract year. Unused personal days shall convert to accumulated sick days to a maximum of fifteen (15) days on June 30 of each year. Whenever possible, she should advise the Superintendent of the need for such a day in advance. In case of an emergency the Superintendent shall be called as soon as possible.

**ARTICLE X
BEREAVEMENT LEAVE**

Dr. Perez shall be entitled to up to five (5) days absence out of seven (7) consecutive days, beginning on the date of death, for each death in the immediate family, or because of death in the immediate family of spouse, without loss of salary. These days do not accumulate from year to year. The term "immediate family" means wife, husband, civil union partner, grandchild, parent, child, grandparent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and others who are permanent members of the employee's household.

**ARTICLE XI
HEALTHCARE BENEFITS**

The Board shall provide the Assistant Superintendent of Curriculum, Instruction and Funded Programs with, and pay the premiums for, individual and/or family coverage. The Board shall pay the full cost, less any employee contribution as mandated by P.L. 2011 Chapter 78 or P.L. 2020, Chapter 44, whichever is applicable, for employee elected health coverage. The Assistant Superintendent of Curriculum, Instruction and Funded Programs shall enroll in the New Jersey Educators Health Plan or the New Jersey Garden State plan and shall make the maximum required statutory contribution under those plans. The Assistant Superintendent shall contribute through a payroll deduction towards the cost of health insurance premiums in accordance with NJAC 6A:23-3.1(e)(5). The Assistant

Superintendent of Curriculum, Instruction and Funded Programs may waive health benefits coverage if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board.

**ARTICLE XII
TUITION REIMBURSEMENT**

Dr. Perez shall be reimbursed, after receiving a grade of "B" or above, for tuition for graduate education while enrolled in a graduate and or doctoral program, at an accredited institution of higher education as defined in N.J.A.C. 6A:9-2.1. All courses shall be approved by the Superintendent in advance. Course work must culminate in the acquisition of a graduate degree.

**ARTICLE XIII
CELLULAR PHONE**

The Board shall provide Dr. Perez with a smart/ cell phone and a laptop computer for district business.

**ARTICLE XIV
EVALUATION**

Dr. Perez shall be evaluated at least annually by the Superintendent in accordance with the provisions of Title 18A. Each evaluation shall be in writing, a copy provided to Dr. Perez and the Superintendent and Dr. Perez shall meet to discuss it. The evaluation shall be based upon the goals and objectives of the district, the responsibilities of the Assistant Superintendent and such other criteria as the Commissioner of Education shall prescribe.

**ARTICLE XV
TERMINATION**

Dr. Perez may terminate this Agreement by giving not less than sixty (60) days' notice of termination to the Board. The notice of termination shall be in writing and sent certified mail, return receipt requested or by personal delivery.

**ARTICLE XVI
PROFESSIONAL LIABILITY**

The Board agrees that it shall defend, hold harmless, and indemnify the Dr. Perez from any and all demands, claims, suits, actions, and legal proceedings brought against the Assistant 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 Dr. Perez was acting within the scope of her employment. If, in the good faith opinion of Dr. Perez, 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, Dr. Perez may engage her own legal counsel, in which event the Board shall indemnify Dr. Perez for the costs of her legal defense. The Board further agrees to cover Dr. Perez under the Board's liability insurance policies, including employment practices liability coverage.

**ARTICLE XVII
MODIFICATION OF CONTRACT TERMS**

The terms and conditions of the Contract shall not be modified, except by the written consent of both parties hereto, and consent of the County Executive Superintendent, provided further that the consent of the Board can only be given by means of a lawfully adopted resolution.

**ARTICLE XVIII
RELEASE OF PERSONNEL INFORMATION
PERSONNEL RECORDS**

Dr. Perez 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, Dr. Perez 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 Dr. Perez's conduct, service, character, or personality shall be placed in his/her personnel file unless she has had an opportunity to review the material. Dr. Perez shall acknowledge that she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. Dr. Perez shall also have the right to submit a written answer to such material.

**ARTICLE XVIII
ENTIRE AGREEMENT**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues, which were or could have been subject to negotiations.

**ARTICLE XX
NEW JERSEY LAW**

This Agreement shall be construed in accordance with the provisions of the laws of New Jersey, as amended.

**ARTICLE XXI
SEPARABILITY**

In the event that any provision of this Contract is deemed to be illegal by a court or agency of competent jurisdiction then the remaining provisions shall remain in full force and effect.

**ARTICLE XXII
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.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these present to be signed by their proper corporate officers and the proper corporate seal affixed hereto the day and year first above written.

ATTEST: TOWNSHIP OF UNION BOARD OF EDUCATION

By: _____
Marissa McKenzie, Board President

WITNESS:

By: _____
Gretel T. Perez, Ed.D., Assistant Superintendent