

**EMPLOYMENT CONTRACT**  
**BETWEEN THE EDISON TOWNSHIP BOARD OF EDUCATION**  
**AND RICHARD J. O'MALLEY, ED.D.**

THIS EMPLOYMENT CONTRACT is made and entered into by and between the EDISON TOWNSHIP BOARD OF EDUCATION (the "Board") with offices located at 312 Pierson Avenue, Edison, New Jersey 08837, and RICHARD J. O'MALLEY, Ed.D. (sometimes the "Superintendent") for the period commencing February 7, 2011, or earlier if the Superintendent becomes available ("Commencement Date"), and expiring midnight July 1, 2015 ("Employment Contract").

**TERM OF CONTRACT**

The Board, in consideration of the promises of the Superintendent herein contained, employs the Superintendent and the Superintendent hereby accepts employment, as Superintendent of Schools for a term commencing on the Commencement Date and expiring midnight July 1, 2015.

**CERTIFICATION**

The Superintendent shall hold a valid certification to serve as Superintendent throughout the term of this Employment Contract. In the event that the certificate of the Superintendent is revoked, this Employment Contract is null and void as of the date of the revocation.

**PERFORMANCE AND DUTIES**

The Superintendent agrees to faithfully perform the duties of his position as set forth in the job description for the position of Superintendent of Schools, a copy of which is attached hereto, as such job description may be amended from time to time and in accordance with all applicable laws, regulations, policies and directives.

**WORK DAY**

The Superintendent is employed for specific tasks and is expected to work beyond the regular work day in order to accomplish such tasks if and when requested by the Board and/or to accomplish the job duties of the position of Superintendent as described in the paragraph above entitled "Performance and Duties." The Superintendent shall attend all public Board meetings and other meetings conducted at reasonable times at which the Board requires his participation and/or attendance. Such attendance shall be considered a term of this Employment Contract and no additional compensation shall be provided for such attendance.

**COMPENSATION**

For the period from the Commencement Date through June 30, 2011, the Board will pay the Superintendent an annual salary of \$210,000.00, on a pro rata basis. For the period from July 1, 2011 through June 30, 2012, the Board will pay the Superintendent an annual salary of \$210,000.00.

During the term of this Employment Contract, including any extension thereof, the Superintendent shall not be reduced in salary. The Board may grant salary increases not to exceed two (2) percent in each future year of this Employment Contract. In addition, the Board may grant performance bonuses not to exceed two (2) percent in each future school year of this Employment

Contract, based upon the Superintendent's successful completion of specific performance objectives agreed to between the Board and the Superintendent by April 30 of each school year of this Employment Contract. Any performance bonus the Board grants to the Superintendent shall be a one-year payment and shall not become part of the Superintendent's base salary.

Nothing in this Employment Contract shall be construed to bestow any right to a salary increase for the Superintendent after the expiration of this Employment Contract. Salary payments shall be made to the Superintendent in accordance with the schedule of salary payments in effect for other employees of the Board (currently twice per month).

## **BENEFITS**

The Board shall provide the Superintendent as part of his compensation, with the following benefits:

### **Vacation**

The Superintendent shall be granted twenty-five (25) vacation days pro rated for the period from the Commencement Date through June 30, 2011 and annually thereafter. In calculating vacations, Saturdays, Sundays and legal holidays shall not be counted. Vacation days shall be pro rated for the year in which the Superintendent retires, resigns or otherwise ceases employment. The Superintendent may carry over five (5) unused vacation days for up to one year as required by business demands in accordance with the provisions of N.J.S.A. 18A:30-9. All days carried over must be used in the next year or those days not taken will be forfeited. Use of vacation days shall be scheduled with prior approval of the Board President or designee.

Unused vacation days are payable to the Superintendent upon his resignation or retirement. Payment for unused, accumulated vacation days earned shall be calculated using his then-current per diem rate up to a maximum of twenty-five (25) days.

### **Holidays**

During the regular school year (that is, beginning with the first day of attendance for teachers and ending with the last day of attendance for teachers in a school year), the Superintendent's work days shall follow the school calendar. Days during which school is closed during the regular school year shall be considered as holidays (non-work days) for the Superintendent. Independence Day and Labor Day shall also be considered as holidays for the Superintendent. The Superintendent agrees and understands that he is expected to report to work on holidays in the event that an emergency or a time-sensitive task requires his immediate attention. The Superintendent shall work two (2) days during the winter recess and two (2) days during the spring recess.

### **Sick Leave**

The Superintendent shall be provided twelve (12) sick leave days pro rated for the period from the Commencement Date through June 30, 2011 and annually thereafter. Unused sick leave days shall be carried over from one (1) school year to the next and accumulated in accordance with N.J.S.A. 18A:30-3.5. The Superintendent may carry over from his immediate prior employment up to twenty (20) sick leave days to be added to his allotment of sick leave days under this Employment Contract upon his presentation of satisfactory documentation of his entitlement to same.

Unused sick leave days accumulated during the Superintendent's service in the Edison Township School District are payable to the Superintendent upon his retirement at a rate of one hundred (\$100.00) dollars for each accumulated unused sick leave day up to a maximum of \$15,000.00. Eligibility for this payment shall be contingent upon eligibility for retirement under the rules and regulations of the State of New Jersey, Department of the Treasury, Division of Pensions and Benefits. The Superintendent shall not be paid for accumulated, unused sick leave if he elects to have his accumulated, unused sick leave days transferred to his new employment. Upon receipt of the aforementioned payments and/or credits, the Superintendent shall sign a receipt therefore which shall be retained by the Board.

#### Personal Leave Days

The Superintendent shall be allowed three (3) personal leave days per year. Personal leave days not used during the year earned shall be rolled into the next year and converted into family leave days. Family leave days shall be converted to sick days upon written request.

#### Funeral Leave

The Superintendent shall be allowed five (5) bereavement leave days for the death of a parent, spouse, partner in a civil union, child or sibling; four (4) bereavement leave days for the death of a grandparent, grandchild, parent-in-law, grandparent-in-law, daughter-in-law or son-in-law; two (2) bereavement leave days for the death of a sibling-in-law; one (1) bereavement leave day for the death of an uncle, aunt, niece, nephew or first cousin. In the event of a death of a student or employee of the Edison Township School System, the Superintendent shall receive sufficient time off to attend the funeral.

#### Medical and Pharmaceutical Benefits and Dental Insurance

In the event that the Superintendent elects to enroll in the Board's medical benefits program and/or pharmaceutical benefits program, and the dental insurance plan, he shall be enrolled in a health care insurance plan and/or pharmaceutical insurance and/or dental insurance plan at the expense of the Board except as follows:

1.5% of annual salary: Pursuant to the requirements of N.J.S.A. 18A:16-17, as that law may be amended from time to time, the Superintendent shall pay 1.5% of base salary, through the withholding of the contribution from the pay, salary or other compensation, for medical benefits, pharmaceutical benefits, and other health care benefits.

In the event that the Superintendent elects not to participate directly in the aforementioned medical benefits program and pharmaceutical benefits program, and/or the dental insurance plan, he shall be eligible for waiver benefits in the amount of two thousand-five hundred (\$2,500.00) dollars if he waives the medical benefits program and the pharmaceutical benefits program and two hundred (\$200.00) dollars if he waives the dental insurance plan, pro rated for the period from the Commencement Date through June 30, 2011 and annually thereafter.

#### INDEMNIFICATION

The Board shall provide the Superintendent with indemnification in accordance with the provisions of N.J.S.A. 18A:16-6 as that law may be amended from time to time.

## **SEPARATION FROM SERVICE**

### Termination

Upon the Superintendent's termination, all benefits shall terminate except as otherwise provided by law.

### Payment to Estate

If the Superintendent dies during the term of this Employment Contract, payment for his accumulated unused vacation days shall be made to his estate.

## **EXTENDED LEAVES OF ABSENCE**

### Illness in Immediate Family

The Board, in its discretion, may grant the Superintendent an extended leave of absence without pay of up to one (1) year for the purpose of caring for a sick member of the Superintendent's immediate family. For the purposes of this section, immediate family shall be defined as a spouse, partner in a civil union, child, or parent.

### Return From Leave

(1) Benefits: All benefits which the Superintendent has accrued as of the time the leave of absence commenced, including unused accumulated sick leave, shall be restored upon the Superintendent's return and the Superintendent shall be assigned to the position which the Superintendent held at the time said leave commenced.

(2) Other Employment: No leave of absence shall be granted for employment in another business or occupation. If, during the Superintendent's leave of absence, he engages in employment or self-employment, whether full-time or part-time, without written consent of the Board, the Superintendent shall be deemed to have voluntarily terminated his employment by the Board.

### Extensions and Renewals

All extensions and renewals of leaves of absence shall be applied for in writing and may be granted by the Board in its discretion and pursuant to applicable statute and regulation.

## **DISABILITY LEAVE**

In the event of disability by illness or incapacity, after the Superintendent's sick leave has been exhausted, compensation shall be reinstated only after the Superintendent has returned to employment and undertaken the full discharge of his duties. If a question exists concerning the capacity of the Superintendent to return to his duties, the Board may require the Superintendent to submit to a medical examination to be performed by a doctor licensed to practice medicine. If the examination is performed by a physician or institution of the Board's choosing, then the cost thereof and of all laboratory tests and fluoroscopic or x-ray procedures in connection therewith shall be borne by the Board. If the Superintendent desires to use a physician or institution of his own choosing, then the Superintendent must obtain the Board's prior approval of such physician or institution and the Superintendent shall bear the cost of the exam and the lab tests, and fluoroscopic

or x-ray procedures performed by, or at the request of, the physician or institution. The physician shall limit his or her report to a discussion of whether or not the Superintendent is able to perform the essential functions of his job.

## **EVALUATION**

The Board shall evaluate the performance of the Superintendent at least once prior to April 30 of each school year of this Employment Contract in accordance with the requirements of N.J.S.A. 18A:17-20.3 and N.J.A.C. 6A:32-4.3. The evaluation shall be in writing and a copy shall be provided to the Superintendent. The Superintendent and the Board shall meet to discuss the findings before the Board finalizes the findings.

The evaluation shall take cognizance of but not necessarily be limited to the Superintendent's progress toward achieving the goals the Board has established, the responsibilities of the Superintendent as set forth in the job description for the position, and such other criteria as the State Board of Education prescribes by regulation. Each year of this Employment Contract, the Superintendent shall have input in developing the Board's criteria for evaluation of his performance.

In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, the Board shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include recommendations as to the areas of improvements in all instances where the Board deems performance to be unsatisfactory. The Superintendent shall have the right to respond in writing to the evaluation. This response shall become a permanent attachment to the evaluation.

## **PERSONNEL RECORDS**

The Superintendent shall have the right, upon request, to review the contents of his personnel file and to receive copies of any documents contained in his personnel file. He shall be entitled to have a representative accompany him during such review which shall be in the presence of a designee of the Board. The Superintendent shall also have the right to submit a written response to any document contained in his personnel file.

## **PROFESSIONAL ACTIVITIES**

The Superintendent shall be permitted to join at the expense of the Board the New Jersey Association of School Administrators, the American Association of School Administrators, the Middlesex County Superintendents' Association, ASCD, and any other professional organization that the Board in its sole discretion deems beneficial to the operation of the Edison Township Public Schools.

The Superintendent may subscribe, at the expense of the Board, to appropriate educational and/or professional publications within the limit set in the annual budget. Said publications shall be delivered to the Superintendent's office and shall be generally made available for the perusal of other staff members.

The Board, in further encouraging the Superintendent's professional growth, shall permit a reasonable amount of release time for the Superintendent to attend one national and two state

conventions/conferences upon Board approval and at Board expense within the parameters set by the applicable law.

#### **TRAVEL ALLOWANCE**

The Board agrees to reimburse the Superintendent for travel in accordance with the provisions of N.J.S.A. 18A:11-12 and the regulations promulgated thereunder.

#### **CELLULAR PHONE**

The Board shall provide the Superintendent with a cellular phone and pay the expenses for his use of that phone in accordance with the same policies applicable to the provision of cellular phones to the Business Administrator and certain other central office staff. The Superintendent may on occasion use the cellular phone for personal calls.

#### **MILEAGE**

The Superintendent shall be reimbursed for mileage for use of his personal vehicle in accordance with the provisions of N.J.S.A. 18A:11-12 and the regulations promulgated thereunder.

#### **TERMINATION OF EMPLOYMENT CONTRACT**

This Employment Contract may be terminated by:

- A. Mutual agreement of the parties;
- B. Unilateral resignation by the Superintendent upon sixty (60) days' written notice to the Board; or
- C. Action of the Board according to law, as it may be amended from time to time.

#### **NOTICE OF NON-RENEWAL**

The Board shall provide the Superintendent with notification in writing at least one (1) year prior to the expiration of this Employment Contract, of the Board's intention not to renew this Employment Contract. Prior to giving such notification to the Superintendent, the Board will provide the Superintendent with thirty (30) days advance notice in writing of its intention to do so and the reasons therefor, and a reasonable opportunity to meet with the Board to address any concerns regarding his work performance, and to encourage reconsideration of any such intention.

#### **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.

**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 State or Federal law, then, unless otherwise prohibited by law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law.


**SAVINGS CLAUSE**

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

IN WITNESS WHEREOF, the undersigned set their hands and seals to this Employment Contract as follows:

SUPERINTENDENT OF SCHOOLS

WITNESS:

  
RICHARD J. O'MALLEY

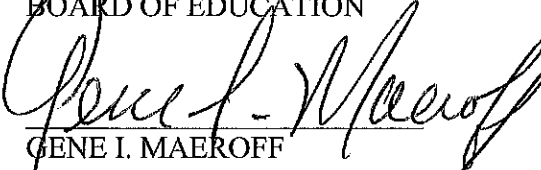
  
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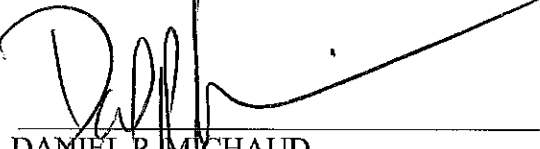
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Date

11/4/10  
Date

EDISON TOWNSHIP  
BOARD OF EDUCATION

ATTEST:

  
GENE I. MAEROFF  
President

  
DANIEL P. MICHAUD  
Business Administrator/Board Secretary

NOV 4 2010  
Date

11/4/10  
Date

# PUBLIC SCHOOLS OF EDISON TOWNSHIP

## JOB DESCRIPTIONS

### I. TITLE

Superintendent of Schools

### II. PRIMARY FUNCTION

The Superintendent of Schools shall serve as the chief executive officer of the Board of Education and shall be responsible for the administration and general supervision of the total school district in accordance with Board policies and New Jersey statutes

### III. REPORTS TO

Board of Education

### IV. SUPERVISES

All District Employees

### V. QUALIFICATIONS

- Master's degree in administration and supervision - Doctorate preferred
- Minimum of five (5) years experience in administration/supervision
- Experience as a principal required
- Experience in central office administration preferred
- Must hold or be eligible for New Jersey School Administrator's Certificate

### VI. MAJOR DUTIES AND RESPONSIBILITIES

The Superintendent of Schools shall:

- Be the chief executive officer of the Board of Education with the authority to manage and direct the affairs of the schools under the policies and regulations established by the Board of Education
- Serve as professional advisor to the Board of Education
- Report to the Board of Education on the conditions and needs of the school system and the effectiveness of the policies and regulations under which the system is operating
- Supervise the physical operation of the school plant and its facilities and make appropriate recommendations
- Be responsible for the selection of all instructional and non-instructional personnel and recommend them for employment by the Board



# PUBLIC SCHOOLS OF EDISON TOWNSHIP

## JOB DESCRIPTIONS

### VI. MAJOR DUTIES AND RESPONSIBILITIES SUPERINTENDENT (Continued)

- Recommend for suspension or discharge any employee whose services are unsatisfactory
- Supervise the business and financial affairs of the district through the office of the Board Secretary/Business Administrator
- Keep appropriate records, as required by the Board of Education, the State of New Jersey, and other legal agencies
- Be responsible for the general supervision of the instructional programs, as well as supervise research essential to the efficient operation of the school system and the improvement of instruction
- Keep the Board of Education informed of the needs and achievement of pupils of the school system so that the Board of Education may interpret the school system to the public
- Recommend to the Board of Education all courses of study, as well as the purchase of textbooks, instructional supplies, and equipment
- Take emergency action when necessary, but keep the Board of Education advised of all action
- Be responsible for the preparation of the agenda for each regular and special meeting of the Board of Education
- Be responsible for the preparation of the annual budget
- Keep the Board of Education informed of all school building needs
- Provide the Board of Education with full research and evaluation data for long range planning for all phases of school board operations
- Recommend policy changes for Board of Education consideration, when necessary
- Establish methods for evaluating the effectiveness of each educational program in the system, and make periodic reports to the Board of Education

### VII. TERMS OF EMPLOYMENT

Individual contractual agreement with the Board of Education