

**SUPERINTENDENT EMPLOYMENT CONTRACT**  
**WITH**  
**FREEHOLD REGIONAL HIGH SCHOOL DISTRICT**  
**BOARD OF EDUCATION**

This Employment Contract is made and entered into this 24<sup>th</sup> day of August, 2023, by and between the Freehold Regional High School District Board of Education, ("Board"), with offices located at 11 Pine Street, Englishtown, New Jersey 07726 and Dr. Nicole P. Hazel (the "Superintendent").

**WHEREAS**, the Board desires to employ Dr. Hazel as Superintendent of Schools of the Freehold Regional High School District, and Dr. Hazel has agreed to provide said services; and

**WHEREAS**, Dr. Hazel 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;

**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 Board and Dr. Hazel wish to embody in this Contract the terms and conditions of their Agreement; and

**WHEREAS**, this Employment Contract replaces and supersedes all prior Employment Contracts between the parties hereto. Signature to this Contract constitutes assent to a rescission of any and all prior contracts, as well as agreement to the terms herein; and

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

**1. Term**

The Board, in consideration of the promises herein contained of the Superintendent, hereby employs, and the Superintendent hereby accepts employment as the Superintendent of Schools for the Freehold Regional High School District for a term of three (3) years and eight (8) months commencing on November 1, 2023, and expiring on June 30, 2027.

**2. Certification**

During the term of this Agreement, the Superintendent shall at all times hold a valid and appropriate certificate to act as a Superintendent of Schools in the State of New Jersey, as well as any and all other certifications required by law to serve in the position of Superintendent. The parties agree that in the event the Superintendent's certification is revoked or otherwise not maintained in full force and effect for any reason, the Superintendent shall immediately notify the Board, and this Contract shall automatically terminate and be null and void as of the date of the revocation or loss of certification.

**3. Superintendent Responsibilities**

The Superintendent shall have general supervision over the schools and all attendant powers and duties as set forth by law. The Superintendent shall:

A. Faithfully perform the duties of Superintendent of Schools and serve as the Chief School Administrator and Executive in accordance with the laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education or otherwise issued by the Commissioner of Education, and the Policies which are adopted from time-to-time by the Board. The specific job description adopted and as may be amended by the Board (in consultation with the Superintendent), applicable to the position of Superintendent, is incorporated by reference into this Contract and shall be followed by the Superintendent.

B. Devote her full time, skills, labor and attention to this employment during the term of this Contract, provided that the Superintendent may, with prior notice to and approval by the Board (which shall not be unreasonably withheld), undertake consultative work, speaking engagements, writing, teaching, lecturing or other professional duties and obligations which do not interfere with her fulltime responsibilities as Superintendent.

C. Carry out the administration of instruction and business affairs of the Freehold Regional High School District, with the assistance of staff, in accordance with the responsibilities as outlined above, and more particularly, in the Superintendent job description. The Superintendent shall have the right to contact the Board attorney for legal assistance in carrying out her duties.

D. Recommend the selection, placement, appointment, reappointment and transfer of personnel, subject to the approval of the Board in accordance with the responsibilities as outlined above. The nonrenewal of personnel shall occur upon the Superintendent's notification to the employee and the Board.

E. Study and make recommendations with respect to all criticisms and complaints which the Board, either individually or collectively, shall refer to her when brought to their attention in accordance with the responsibilities outlined above.

F. Attend appropriate professional meetings and conferences as a representative of the Board, provided that the expenses incurred in connection with such meetings shall be subject to the provisions herein regarding reimbursement for professional expenses incurred by the Superintendent.

G. Structure her working day and organization to ensure that all duties are performed and obligations met. The parties agree that the Superintendent shall have the right to attend all

Board meetings and Committee meetings of the Board, and she 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 full Board shall not hold any discussions regarding the Superintendent's employment unless the Superintendent is given written notice of at least forty-eight (48) hours in advance of the Board meeting, is given the opportunity to address the Board, and is permitted to have a representative of her choosing speak on her 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. The Board may conduct discussions in closed session without the presence of the Superintendent for the purpose of conducting any evaluation process. However, in the event that the Superintendent is served with a *Rice* notice, and the Superintendent chooses to have the ensuing discussion in closed session, at a minimum, she shall have the right to address the board in closed session and to bring a representative of her choosing.

**4. Compensation**

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

i. Salary. The Board shall pay the Superintendent an annual salary in accordance with the following schedule: TWO HUNDRED AND THIRTY-FIVE THOUSAND dollars (\$235,000), prorated for the 2023-2024 school year; TWO HUNDRED AND FORTY THOUSAND, EIGHT HUNDRED AND SEVENTY-FIVE dollars (\$240,875) for the 2024-2025 school year; TWO HUNDRED AND FORTY-SIX THOUSAND, EIGHT HUNDRED and NINETY-SEVEN dollars (\$246,897) for the 2025-2026 school year; and TWO HUNDRED

AND FIFTY-THREE THOUSAND, and SIXTY-NINE dollars (\$253,069) for the 2026-2027 school year. The Superintendent shall receive her salary in accordance with the schedule of salary payments in effect for other certified employees and that the Board will make all necessary payroll withholdings, including making pension contributions and taking benefit contributions as per current state regulations towards the Superintendent's medical benefits provided by the Board.

ii. Salary Reductions. The Superintendent's salary shall not be reduced during the term of this Contract, except in accordance with N.J.S.A. 18A:17-20.2.

iii. Salary During Extension. Notwithstanding the foregoing, no salary increase of any kind will take effect on July 1, 2027 unless the parties have agreed to a contract extension and that extension has been approved by the Executive County Superintendent. The terms of the extension will govern all increases to take effect after July 1, 2027. Any renewal, extension, or modification of this Contract shall comply with the notice provisions of N.J.S.A. 18A:11-11 and N.J.A.C. 6A:23A-3.1, *et seq.*, as they exist as of the effective date of this Contract.

## 5. Other Benefits

### A. Leaves

#### 1. Work Year and Vacation

The work year shall be from July 1st through June 30<sup>th</sup>, exclusive of holidays and vacations. The Superintendent shall be entitled to twenty-five (25) vacation days with pay annually. The Superintendent shall be permitted to take vacation days at any time, subject to the further requirements of this Section of the Contract. The Board, through its Personnel Department, shall be responsible for maintaining written documentation of the Superintendent's

earned, used and accrued vacation days. If the Superintendent does not complete a full contract year, the number of days shall be pro-rated at the rate of two (2) days per month for the completed months of service. The Superintendent may carry over a maximum of five (5) unused days from one year to the next to a maximum of twenty (25) unused vacation days overall. However, in light of the Public Health Emergency and a State of Emergency throughout the State due to the public health hazard created by Coronavirus Disease 2019 and pursuant to the authority in N.J.S.A. 18A:30-9.1, the Board authorizes the Superintendent to roll over all of her unused vacation leave while employed as the Chief Academic Officer in the District from the 2019-2020 and 2020-2021 school years, which is a total of twenty-three and a half (23.5) days. Such days shall not expire during the term of this Contract and if not used by the time of the Superintendent's separation from employment and/or retirement from the District, these unused vacation days will be compensated pursuant to and in accordance with the provisions herein. In the event of separation or retirement, the Board shall pay the Superintendent for her earned but unused vacation at the Superintendent's then daily rate of pay, based upon a 260-day work year, following her last day of employment on her then current salary. The Superintendent shall take her vacation time only after giving the Board President reasonable notice, which shall be not less than four weeks. School vacations do not constitute time off for the Superintendent, unless she uses her leave time. If the Superintendent wishes to take more than two consecutive vacation days during periods when school is in session, she shall require permission from the Board President not less than four weeks prior to the date such vacation is proposed to commence, except in the case of special circumstances. The Superintendent is expected to attend to the business of the District as required for its smooth and efficient operation.

2. Holidays

The Superintendent shall be entitled to all holidays permitted to other twelve-month professional employees.

3. Sick Leave

Effective July 1<sup>st</sup> of each contract year, the Superintendent shall be provided twelve (12) days sick leave annually. Any unused sick leave days shall be cumulative and available for sick leave if needed in a subsequent year.

4. Personal Leave

Effective July 1<sup>st</sup> of each contract year, the Superintendent shall be provided three (3) days of absence with pay annually for personal matters which require absence during school hours to be used at her discretion. Unused personal leave at the end of each contract year shall not be cumulative.

5. Bereavement Leave

The Superintendent shall be provided the following leaves of absence with pay as needed: five (5) days for bereavement upon the death of a spouse, parent, child, grandparent, brother, sister or father or mother-in-law; one (1) day for other family members. Unused bereavement leave at the end of each contract year shall not be cumulative.

B. Medical Benefits

The Superintendent shall be entitled to all medical benefits as approved by the Board and available to all central office administrators. Such benefits include: Medical Coverage, Prescription Drug Benefit Program, Dental Coverage, and Vision Insurance. The Superintendent shall contribute towards the cost of her medical insurance premiums in accordance with N.J.A.C. 6A:23A-3.1(e)(5), Chapter 78 and/or Chapter 44, as applicable. In no case shall the

Superintendent pay less than the 1.5% of base salary in accordance with N.J.S.A. 18A:16-17 (P.L. 1979, c. 391). This provision shall in no way link this Contract with any agreement collectively negotiated with other District employees, and the contributions paid by the Superintendent shall be through payroll deduction.

The Superintendent may, at her election, waive coverage in any health benefits plan if covered through a spouse, civil union partner or domestic partner's health plan in accordance with the procedures established by the Board. The Superintendent shall be paid the lesser of five thousand dollars (\$5,000) or twenty-five percent (25%) of the premium savings for medical only should she elect to waive such coverage.

C. Job-Related Expenses and Other Compensation

1. Job-Related Use of Personal Automobile

It is understood and agreed by the parties that the Superintendent's responsibilities, as set forth in this contract and in the Board's applicable job description, will require significant travel across the approximate two hundred and sixteen (216) square miles of the District to and from the District's six comprehensive high school buildings and the Administration Building, as well as to various business related-functions and obligations. Accordingly, and as permitted by N.J.A.C. 6A:23A-3.1 (e)(13), the Superintendent shall be paid a monthly car allowance in the amount of five hundred dollars (\$500) during the term of this contract. This allowance shall be in lieu and in place of any mileage reimbursements for travel for which she uses her personal vehicle during the term of this contract.

2. Sustenance and Other Expenses

The Board shall reimburse the Superintendent for all school business related sustenance and other expenses for all travel (not related to her use of her personal vehicle) calculated at the



rate established in accordance with N.J.S.A. 18A:11-12 and the New Jersey OMB Circular. The Superintendent shall follow Board Policy and State Law in supplying the requisite documentation when seeking reimbursement.

D. Board Equipment

The Board shall provide the Superintendent for business use with the following: a laptop, a printer, and a cell phone. This equipment shall remain the property of the Board and shall be returned to the Board upon the Superintendent's separation from employment with the Board.

E. Professional Growth and Development and Membership Fees

1. Professional Growth and Development

The Board shall pay for and/or reimburse the Superintendent for registration fees, tuition, expenses, textbooks and all other reasonable expenses for conferences, seminars and/or graduate school course work at institutions which are accredited by an agency properly recognized by the U.S. Department of Education to provide accreditation, of the Superintendent's choosing and which are approved in advance by the Board of Education. The Superintendent shall be entitled to attend one national and two State conferences annually, provided that the Superintendent shall follow the Board Policy and State laws in supplying the necessary documentation when seeking reimbursement, shall receive prior Board approval, and shall report to the Board regarding her attendance at conferences, seminars and courses taken.

2. Membership Fees

The Board shall pay one hundred percent (100%) of the Superintendent's fees, dues and charges to the New Jersey Association of School Administrators, the American Association of School Administrators, the Monmouth County Association of School

Administrators, Panasonic Foundation Network of NJ Superintendents, and the Seton Hall University Superintendent's Study Council. Membership in other professional and/or civil organizations that the Superintendent deems necessary to maintain and/or improve her professional development and skills will be paid by the board upon prior Board approval.

The Superintendent shall attend the New Jersey Association of School Administrators Residency Program at Board expense, including the NJ Leadership Institute/New Superintendent's Academy. The Board shall pay all fees and costs associated with the Superintendent's attendance at the Residency Program. The Board shall pay all costs and fees for the Superintendent to complete state-mandated mentoring up to a maximum of Two Thousand Five Hundred (\$2,500.00) Dollars. The Board shall pay all costs and fees associated with any state-mandated continuing education.

F. Tax Sheltered Annuity

The Superintendent may elect to have a designated portion of her monthly salary deducted from her paycheck for placement with an existing Board approved tax sheltered annuity plan, a pension supplemental annuity fund plan, a pension group life insurance plan, or an employee income protection plan.

6. Evaluation

A. The Board shall evaluate the performance of the Superintendent at least once a year, on or before June 30<sup>th</sup>, in accordance with statutes, regulations and Board policy relating to Superintendent evaluation. Each annual evaluation shall be in writing and shall represent a majority of the full membership 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 evaluation 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 evaluation in question. 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 prior to June 30<sup>th</sup> unless the Superintendent evaluation regulations are amended to provide a different date. The Superintendent shall propose a schedule for evaluation for the next year to the Board President on or before July 1 of each year.

**8. Termination of Employment Contract/Renewal/Non-Renewal**

This Contract may be terminated under the following conditions:

A. Non-renewal by written notification in accordance with the provisions of N.J.S.A.18A:17-20.1 to the Superintendent at least one calendar year from the expiration of this employment contract, which is, June 30, 2027. It shall be the responsibility of the Superintendent to notify the Board in writing, no later than December 31, 2025 of its need to consider the matter of her renewal and its obligation to notify her in writing of same by the aforementioned deadline;

B. By the Board, for cause or upon any other basis set forth in N.J.S.A. 18A:17-20.2, in accordance with N.J.S.A. 18A:17-20.2;

C. By the Superintendent, upon one hundred and twenty (120) calendar days written notification;

D. In the event that the Superintendent's certificate is revoked, this Contract shall be null and void pursuant to N.J.S.A. 18A:17-15.1;

E. If the Superintendent is precluded from performing her duties by any judgment, order or directive of any Court of competent jurisdiction or by the Commissioner of Education of the State of New Jersey, all provisions of this Contract shall terminate, the Contract shall be null and void, and the Superintendent's employment shall cease effective immediately;

F. By the incapacity of the Superintendent; or

G. By mutual Agreement of the parties.

In the event that the Board elects to terminate this Employment Contract prior to its expiration date for a reason other than those set forth in Section 8(A) – (F) above or otherwise permitted by statute, and to remove the Superintendent from the actual performance of her

duties, any such early termination and payments to the Superintendent in connection with same must comply with the provisions of *P.L. 2007, c. 53, The School District Accountability Act*.

Pursuant to N.J.S.A. 18A:17-20.4, the Superintendent retains all tenure rights accrued in any position which she previously held in the District. The Superintendent shall also continue to accrue seniority in all positions in which she achieved tenure in the District. The Superintendent shall have the right to assert all tenure and seniority rights in the event that the Board does not renew the Superintendent for any reason.

**9. Separation from Service**

The Superintendent shall also receive the following as part of compensation, upon separation from employment with the District under this Contract:

**A. Vacation Days**

Upon the Superintendent's separation from employment with the Board, the Board will pay for all unused vacation days accumulated under this Contract at the per diem rate of 1/260 of the final annual salary, including the additional vacation days identified herein that have been rolled over in accordance with the authority in N.J.S.A. 18A:30-9.1 as a result of a Public Health Emergency and a State of Emergency throughout the State lasting more than ninety (90) days in duration. The Board shall make such payment within forty-five (45) days of the Superintendent's separation from employment.

**B. Payment to Estate**

If the Superintendent dies before an Employment Contract year is completed, payment for the unused vacation days owed under this Contract shall be made available to the Superintendent's beneficiary. If no beneficiary is named, the payment shall be made to the Superintendent's estate, based on the per diem rate applicable.

C. Sick Days

Upon the Superintendent's retirement from the Board, the Board will pay for all unused accumulated sick days earned while an employee of the Board. Sick days shall be reimbursed at the per diem rate of 1/260<sup>th</sup> of the final annual salary of the Superintendent to a maximum of fifteen thousand dollars (\$15,000.00).

10. Indemnification

The Board shall provide indemnification for the Superintendent, consistent with the provisions of N.J.S.A. 18A:16-6 and 16-6.1.

11. 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.

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.

**12. Right to Counsel**

The Superintendent acknowledges that she has been informed of her right to be represented by legal counsel regarding the negotiation, development and approval of this Employment Contract and that she has availed herself of same and is satisfied with the services provided to her. The Board acknowledges that it has been informed of its right to be represented by legal counsel regarding the negotiation, development and approval of this Contract and has availed itself of same and is satisfied with the services provided to it.

**13. Complete Agreement**

This Employment Contract embodies the entire agreement between the parties hereto and contains all understandings regarding the terms and conditions of employment for the Superintendent. This Agreement may not be modified or amended except by mutual agreement of the parties incorporated in a written Agreement signed by both parties.

**14. New Jersey Law**

This Agreement shall be construed and interpreted in accordance with the provisions of the Laws of the State of New Jersey.

**14. 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, unless otherwise prohibited by law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board Policies or any such permissive laws.

**15. Separability/Savings Clause**

If, during the term of this Employment Contract, it is found that any specific clause of the Contract is illegal under any Federal or State Law, or by a Court or agency of competent jurisdiction, then the remainder of this Employment Contract not affected by such a ruling shall remain in full force and effect.

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

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

WHEREAS, this Employment Contract has been approved by the Executive County Superintendent of Schools for the County of Monmouth in accordance with prevailing law and by a vote of the majority of the members of the Freehold Regional High School District Board of Education at its meeting of August 24, 2023, and has been made a part of the minutes of that meeting.

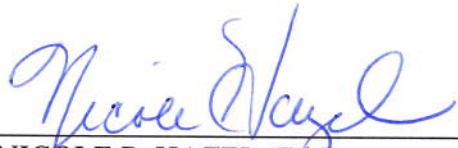
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IN WITNESS WHEREOF, the parties hereto do set their hands and seals, either individually or by their authorized officers, to this Employment contract, effective on the day and year first above written.

BOARD OF EDUCATION OF THE FREEHOLD  
REGIONAL HIGH SCHOOL DISTRICT

By:   
PETER BRUNO  
Board President

  
NICOLE P. HAZEL, Ed.D.  
Superintendent


WITNESSED BY:

  
SEAN BOYCE  
Assistant Superintendent for Business/  
Board Secretary

WITNESSED BY:

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Approved:

By:   
DR. LESTER RICHENS.  
Interim Executive County Superintendent  
For Monmouth County