

DEBORAH VIGNERI, Plaintiff-Appellant,
v.
POINT PLEASANT BEACH BOARD OF EDUCATION, Defendant-Respondent.

No. A-1219-11T4.

Superior Court of New Jersey, Appellate Division.

Submitted November 26, 2012.

Decided December 7, 2012.

Krenkel and Krenkel, attorneys for appellant (Lisa C. Krenkel, on the brief).

Methfessel and **Werbel**, attorneys for respondent (Raina Marie Pitts, on the brief).

Before Judges Fasciale and Maven.

NOT FOR PUBLICATION

PER CURIAM.

Plaintiff appeals from an October 6, 2011 order granting summary judgment to defendant Point Pleasant Beach Board of Education (Board). Plaintiff contends that the judge erred by failing to consider parol evidence to interpret her employment contracts with the Board. We disagree and affirm.

In reviewing a grant of summary judgment, we apply the same standard under Rule 4:46-2(c) that governs the trial court. Wilson ex rel. Manzano v. City of Jersey City, 209 N.J. 558, 564 (2012). We must "consider whether the competent evidential materials presented, when viewed in the light most favorable to the non-moving party, are sufficient to permit a rational factfinder to resolve the alleged disputed issue in favor of the non-moving party." Brill v. Guardian Life Ins. Co. of Am., 142 N.J. 520, 540 (1995). Viewed most favorably to plaintiff, the summary judgment record established the following facts.

The Board employed plaintiff as a school psychologist in the Point Pleasant Beach public schools. In 2003, the parties executed their first employment contract covering the 2003-2004 school year. Pursuant to that contract, the parties agreed that the Board would compensate plaintiff \$54,000 that acknowledged her Master's degree and additional credits. Thereafter, the parties entered into annual employment contracts, each specifying the agreed upon increased rate of compensation.^[1] Plaintiff admits that the Board compensated her in accordance with the employment contracts, and she signed various acknowledgements to that effect.

In February 2010, plaintiff filed her breach of contract complaint and alleged that the Board failed to pay her the correct income beginning with the 2004-2005 school year. The Board moved for summary judgment and argued that it paid plaintiff pursuant to the terms of her unambiguous employment contracts. Plaintiff opposed the motion by referring to discussions that she alleges she had with the superintendent of schools. She maintained that her position would "shadow the guide for collective bargaining" and the Board would compensate her an additional stipend of \$1400 per year because she had a Master's degree plus forty-five additional credits. The Board contended that plaintiff's reference to discussions that she allegedly had with the superintendent are not reflected in the contracts.

On October 6, 2011, Judge E. David Millard entered an order granting summary judgment to the Board and dismissing the complaint. In his four-page written opinion, the judge stated that

[p]laintiff's contract is clear and unambiguous. The contract states [p]laintiff's yearly salary. Each year, [p]laintiff's contract stated a salary that was higher than it was the year before. Plaintiff does not dispute that she was paid the salary stated in her contract. Additionally, this is not a multi-year contract. Each year the [p]laintiff and the School Board entered into a new one year contract. Discussion entered into before the first year contract has no application to the contracts entered into five and six years later.

To adopt [p]laintiff's interpretation of her contract, the [c]ourt would have to disregard the plain and unambiguous meaning of the contract. Moreover, the parol[] evidence rule bars this [c]ourt from considering extrinsic evidence that contradicts the express writing. The evidence suggested by [p]laintiff that she was orally promised she would be paid on the same guide as teachers in the union contradicts the written contract. Plaintiff's contract merely states an annual salary. There is no indication that this salary would shadow the guide for teachers in her school district. Moreover, [p]laintiff admitted in her deposition that she was told she would have to renegotiate her contract every year. Where, as here, the words of the contract are clear and unambiguous, the intent of the parties is to be determined only from the express language of the agreement. Parol evidence is not needed to interpret and give meaning to the [contracts].

This appeal followed.

On appeal, plaintiff argues that the judge erred by refusing to consider parol evidence regarding her contract negotiations and salary calculations. We disagree and affirm substantially for the reasons expressed by Judge Millard in his written opinion. We add the following brief comments.

We acknowledge that parol evidence is admissible in construing a contract, not to change the contract's unambiguous terms, but to put the words in context. Conway v. 287 Corporate Ctr. Assocs., 187 N.J. 259, 268-70 (2006); YA Global Invs., L.P., v. Cliff, 419 N.J. Super. 1, 11 (App. Div. 2011). Resorting to parol evidence is improper where, as here, the employment contracts are clear and unambiguous. Conway, supra, 187 N.J. at 269. Although a court construing a document is obliged to "consider all of the relevant evidence that will assist in determining the intent and meaning of the contract," extrinsic evidence should never be permitted to "modify[]" or "curtail[]" its terms." *Id.* at 269 (citation omitted). As the Court explained in Conway,

[e]vidence of the circumstances is always admissible in aid of the interpretation of an integrated agreement. This is so even when the contract on its face is free from ambiguity. The polestar of construction is the intention of the parties to the contract as revealed by the language used, taken as an entirety; and, in the quest for the intention, the situation of the parties, the attendant circumstances, and the objects they were thereby striving to attain are necessarily to be regarded. The admission of evidence of extrinsic facts is not for the purpose of changing the writing, but to secure light by which to measure its actual significance. Such evidence is adducible only for the purpose of interpreting the writing — not for the purpose of modifying or enlarging or curtailing its terms, but to aid in determining the meaning of what has been said. So far as the evidence tends to show, not the meaning of the writing, but an intention wholly unexpressed in the writing, it is irrelevant. The judicial interpretive function is to consider what was written in the context of the circumstances under which it was written, and accord to the language a rational meaning in keeping with the expressed general purpose.

[*Ibid.* (emphasis added) (quoting Atl. N. Airlines v. Schwimmer, 12 N.J. 293, 301-02 (1953)).]

Thus, extrinsic evidence concerning the "circumstances leading up to the formation of the contract" is permitted only when necessary to interpret a disputed provision of the document. *Ibid.* When the contract terms are unambiguous, extrinsic evidence must not be considered. *Ibid.* Applying those principles to the parol evidence in this case, plaintiff's assertions are insufficient to warrant disregarding the clear language of the employment contracts.

Affirmed.

[1] \$56,291 for the 2004-2005 school year; \$58,890 in 2005-2006; \$61,360 in 2006-2007; \$63,810 in 2007-2008; \$66,225 in 2008-2009 (the year she filed her complaint); \$68,858 in 2009-2010; and \$71,486 in 2010-2011.

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