

CONTRACT OF EMPLOYMENT

This Contract, made this 1st day of July 2024, between
THE BOARD OF EDUCATION OF LONG BRANCH SCHOOL DISTRICT,
in Monmouth County (hereinafter "the Board")
with offices located at 540 Broadway,
Long Branch, New Jersey
and
Francisco Rodriguez (hereinafter "the Superintendent")

PREAMBLE

WITNESSETH

WHEREAS, the Board desires to employ the Superintendent as the Superintendent of Schools of the Long Branch School District; and,

WHEREAS, the Board desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Board believes generally improves the quality of its overall educational program; 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; and,

WHEREAS, the Superintendent 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* or has a certificate of eligibility for the appropriate certificate;

WHEREAS, as of the date of this contract, the Superintendent as previously obtained tenure with the Board in the following positions: Principal and Teacher;

WHEREAS, the form of the contract has been approved by the Monmouth County Executive Superintendent of Schools, the Board of Education, and the Employee;

NOW, THEREFORE, in consideration of the following mutual promises and obligations, the Board and the Employee agree as follows:

ARTICLE I

EMPLOYMENT

The Board hereby agrees to employ **Francisco Rodriguez** as Superintendent of Schools for the period of July 1, 2024 to June 30, 2029. The parties acknowledge that this Contract must be approved by the Monmouth County Executive County Superintendent in accordance with applicable law and regulation. The parties recognize and acknowledge that in the event that this contract is terminated or is not reviewed, the Superintendent will continue to have tenure in all of the positions in which the Superintendent previously attained tenure in as an employee in the district as set forth in this contract, as required by *N.J.S.A. 18A:17-20.4*.

ARTICLE II

CERTIFICATION

The parties acknowledge that the Superintendent possesses a New Jersey Department of Education endorsed School Administrator Certificate of Eligibility in accordance with *N.J.A.C. 6A:9B-12.4*.

If, at any time during the term of this Contract, the Superintendent's certification(s) is revoked, this Contract shall be null and void as of the date of the revocation.

The Superintendent represents that the Superintendent possesses the requisite postsecondary degrees. Upon request, the Superintendent will provide official course transcripts for all earned postsecondary degrees to the Board of Education. These transcripts will be kept on file in the Board office.

ARTICLE III

DUTIES

In consideration of the employment, salary and fringe benefits established hereby, the Superintendent hereby agrees to the following:

A. To perform faithfully the duties of Superintendent of Schools for the Board and to serve as the chief school administrator 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 in the future. The specific job description adopted by the Board, applicable to the position of Superintendent of Schools, is incorporated by reference into this Contract.

B. To devote the Superintendent's full time, skills, labor, and attention to this employment during the term of this Contract; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without written permission of the Board. Should the Superintendent choose to engage in such outside activities on weekends, vacation time, or at other times when the Superintendent is not required to be present in the district, the Superintendent shall retain any honoraria paid. The Superintendent shall notify the Board President in the event the Superintendent is going to be away from the district on district business for one (1) or more days in any week. Any time away from the district that is not for district business must be arranged in accordance with provisions in this Contract governing time off. The Board recognizes that the demands of the Superintendent's position require the Superintendent to work long and irregular hours, and occasionally may require that the Superintendent attend to district business outside of the district.

C. To assume the responsibilities for the selection, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable Board policies and directives. The Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with N.J.S.A. 18A:27-4.1.

D. To non-renew personnel pursuant to *N.J.S.A. 18A:27-4.1* and to provide a written statement of reasons for non-renewal upon proper request to the employee.

E. To study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, shall refer to the Superintendent. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out the Superintendent's duties.

F. To assume responsibility for the administration of the affairs of the school district, including but not limited to programs, personnel, fiscal operations, and instructional programs. All duties and responsibilities therein will be performed and discharged by the Superintendent or by staff at the Superintendent's direction.

G. To have a seat on the Board and have the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Superintendent shall attend all regular and special meetings of the Board, (except where a Rice notice has been served upon the Superintendent notifying the Superintendent that the Superintendent's employment will be discussed in closed session, and the Superintendent had not requested that the meeting be conducted in public, or where the Superintendent has a conflict of interest), and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the school district.

H. To suggest regulations, rules, policies and procedures deemed necessary for compliance with law and/or for the well-being of the school district.

I. To perform all duties incident to the Office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Superintendent shall, always, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations.

ARTICLE IV

SALARY AND BENEFITS

- A. Any adjustment in salary made during the life of this Contract shall be in the form of an amendment and shall become part of this Contract, but it shall not be deemed that the Board and the Superintendent have entered into a new employment contract.
- B. A Day's Salary-Definition of. A day's pay for all twelve-month employees shall be defined as one-two hundred and sixtieth (1/260) of the annual contractual salary.
1. Salary. The Board shall provide the following salary as part of the Superintendent's compensation:
- a. Annual Salary. The Board will pay the Superintendent an annual salary of \$241,958. 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. Percentage (3.7%) Increase. The Superintendent may be eligible to receive a (3.7%) salary increase on the base annual salary, in the second year of this contract, i.e., effective July 1, 2025 - June 30, 2026, subject to satisfactory performance evaluations in the prior evaluation periods of this contract. Said (3.7%) salary increase is specifically subject to the Board's discretion and approval via roll call vote and if approved, would result in the Superintendent's base salary being increased to \$250,910. The Superintendent may be eligible to receive a (3.7%) salary increase on the base annual salary, in the third year of this contract, i.e., effective July 1, 2026 - June 30, 2027, subject to satisfactory performance evaluations in the prior evaluation periods of this contract. Said (3.7%) salary increase is specifically subject to the Board's discretion and approval via roll call vote, and if approved, would result in the Superintendent's base salary being increased to \$260,194. The Superintendent may be eligible to receive a (3.7%) salary increase on the base annual salary, in the fourth year of this contract, i.e. effective July 1, 2027 - June 30, 2028, subject to satisfactory performance evaluations in the prior evaluation periods of this contract. Said (3.7%) salary increase is specifically subject to the Board's discretion and approval via roll call vote and if approved, would result in the Superintendent's base salary being increased to \$269,821.

The Superintendent may be eligible to receive a (3.7%) salary increase on the base annual salary, in the fifth year of this contract, i.e., effective July 1, 2028 – June 30, 2029, subject to satisfactory performance evaluations in the prior evaluation periods of this contract. Said (3.7%) salary increase is specifically subject to the Board's discretion and approval via roll call vote and if approved, would result in the Superintendent's base salary being increased to \$279,805.

FY2024-2025 \$241,958.00

FY2025-2026 \$250,910.00

FY2026-2027 \$260,194.00

FY2027-2028 \$269,821.00

FY2028-2029 \$279,805.00

3. Salary Increase. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight June 30, 2029 (the final day of this Contract) unless the parties have agreed to a contract extension and that extension has been approved by the Monmouth County Executive County Superintendent. The terms of the extension will govern all increases to take effect after June 30, 2029, subject to State regulations and administrative code. Any renewal, extension, or modification of this Contract shall comply with the notice provisions of P. L. 2007, c.53, The School District Accountability Act and *N.J.A.C. 6A:23A-3.1*, et seq.
4. Salary Deductions. The following compensatory deductions will be made from the Superintendent's paychecks: federal income tax, state income tax, FICA, and the New Jersey's Teacher's Pension and Annuity Fund. Optional deductions will be made from the Superintendent's paycheck upon written authorization by the Superintendent pursuant to existing policies of the Board.
- C. Attendance. The Superintendent shall complete an attendance sheet at least weekly reflecting any vacation days, sick days, holidays, personal days and other day in which the Superintendent has not attended the Superintendent's place of employment and shall submit the same to the School Business Administrator.

- D. Sick leave - Definition of. Sick leave is hereby defined to mean "the absence from a post of duty because of personal liability due to illness or injury, or because an employee has been excluded by the school district medical authorities on account of a contagious disease or by virtue of being quarantined for such a disease in his/her immediate household." Exception: Absence from post of duty due to accident on the job (covered by Workers' Compensation) shall not be charged against sick leave.
- E. Sick leave. The Superintendent shall receive twelve (12) sick days on a twelve-month contract basis. Employees commencing employment after the beginning of the contract year shall be entitled to sick leave on a pro rata basis of one day per month for the remainder of that contract year.
- F. Sick Leave - Accumulative. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. Only sick days accumulated in the Long Branch School District are eligible for cash payout upon retirement. Upon the separation of services, unused sick leave shall be deposited into the employee's 403B account. Reimbursement for sick days shall be consistent with the law in effect at the time this Contract is signed. On or before September 1st each year, the Superintendent shall be provided a written statement of the amount of accumulated sick leave credited to the Superintendent as of June 30 of that year. The Superintendent shall be compensated for all accrued and unused sick days as aforesaid upon separation of employment from the Board solely by reason of retirement in an amount of \$125.00 per accrued and unused sick day and in no such event shall the compensation payment exceed \$15,000.00. The Superintendent has accrued benefits including **201** sick days, **4** urgent business days and **20** unused vacation days as of April 24, 2024.
1. Unused Sick Leave. Supplemental compensation from accrued but unused sick leave shall not exceed \$15,000. Such compensation shall be payable only at the time of retirement from a state or locally administered retirement system and shall be based on accrued but unused sick leave credited on the date of retirement.

Accumulated unused sick leave compensation shall not be paid to the Superintendent's estate or beneficiaries in the event of death prior to retirement.

G. Proof of Illness. In the event the Superintendent shall be absent for more than ten (10) consecutive days because of personal illness or quarantine, the Board (through its authorized representatives) may require a physician's certification verifying the absence and reason, therefore.

H. Family Illness. The Superintendent, whose absence is, with the prior consent of the Board, due to serious illness of a member of the immediate family, shall receive full salary for a maximum of ten (10) working days. Absence beyond ten (10) working days shall be charged at the rate of full deduction of pay for each day beyond the ten (10) allowed. The Board shall have the right to request a physician's certification verifying the absence. For the purpose of this clause, immediate family shall include the Superintendent's mother, father, sister, brother, wife (or husband), children, or stepchildren, and any non-related persons who are domiciled in the Superintendent's household. The family illness working days set forth in this clause shall not run concurrently with any nonpaid leave permitted by Federal or State law, rules or regulations. All unused family illness days are non-cumulative at the end of every school year.

I. Death in the Family. The Superintendent whose absence is, with the prior consent of the Board, caused by death in the immediate family shall receive full salary for a period not to exceed five (5) days. In the event of death, the immediate family shall be considered to include mother, father, grandparents, grandchildren, sister, brother, wife (or husband), children, or stepchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law and any non-related persons who are members of the Superintendent's family as in a domestic partner or a partner in civil union.

J. Urgent Business. The Superintendent will be granted upon written request of the Board, three (3) days with no cause and one (1) day urgent business not possible to conduct on another day other than a school day because of the conditions beyond their control. Written request for urgent business should be submitted to the Board as early as possible

preceding the dates requested. All unused urgent business days will be converted to sick time at the end of every school year so long as the number of days do not exceed the maximum allowable accumulated sick days per year as set forth in Title 18A.

- K. Court Subpoena. The Superintendent will be granted leave, without deduction of salary, when the absence is necessitated because of a civil court subpoena unless the Superintendent is subpoenaed to appear on behalf of a party adverse to the Board of Education in the pending litigation or the Employee is to appear as the paid witness in connection with private non-school business. A copy of the subpoena shall be submitted to the Board Business Administrator along with a written request if the Superintendent wishes to be granted leave without a deduction of salary.
- L. Unpaid Leave of Absence - Family Illness. The Board may grant a leave of absence without pay for a period not to exceed one (1) year to the Superintendent for the sole purposes of caring for a sick member of the immediate family of the Superintendent and additional leave may be granted at the sole discretion of the Board and for good cause shown. No leave of absence shall be granted, as herein contemplated, unless the Superintendent submits a request for the leave of absence to the Board along with written medical certification from the attending or treating physician which certifies both the illness of the immediate family and the medical necessity for the rendering of home care by the Superintendent.
- M. Personal Business. If the Superintendent is absent from school for causes other than those covered in this contract or absent beyond time provided for, will usually have full salary deducted. Exceptional cases may be referred to the Board for special consideration. Written requests for personal business must be submitted to the President of the Board as far in advance as possible and normally not less than one week.
- N. Holidays. The Superintendent shall be guaranteed sixteen (16) paid holidays per year in accordance with the policy of the Board of Education. In addition, the Superintendent will be granted four (4) floating holidays. However, two (2) of the four (4) floating holidays must be used during Rosh Hashanah and Yom Kippur. The remaining two (2) floating

holidays may be used during periods when schools are in recess with scheduling subject to the approval of the Board of Education. The Superintendent shall not be required to report to work or utilize leave on Federal Holidays/Occasions as defined on the school district's calendars/administration calendars, provided that the school district is also closed on the corresponding days.

- O. Personal Leave. The Superintendent shall be guaranteed up to four (4) paid days of absence for personal reasons. No statement of reason shall be required for the request but notification to the President of the Board shall be given at least two (2) days before taking such leave. In the case of emergencies, the Superintendent shall have the discretion to provide less than the two (2) day notification requirement to the President of the Board. All unused personal leave days are non-cumulative at the end of every school year.

P. Vacation Leave.

1. The Superintendent shall be entitled to an annual vacation of twenty-four (24) working days per year. The Superintendent shall be permitted to use their vacation time, subject to the needs of the district as determined by the Board. All of the vacation days shall be available for the Superintendent's use on July 1 of each year of the contract.
2. The Superintendent shall take vacation time after giving the Board President reasonable notice. Reasonable notice shall be defined as follows: The Superintendent shall notify the Board President at least seven (7) calendar days prior to taking vacation time, except in emergency situations. The Superintendent shall not be permitted to take vacation two weeks prior to the beginning of the school year and during the entire month(s) of September and June during each contract year without the written approval of the Board. In order to use vacation, leave during the two weeks prior to the beginning of the school year and during the entire month(s) of September and June, the Superintendent must submit a request to the Board at least sixty (60) days in advance of the date of the requested leave. The Superintendent is expected to attend to the business of the district as required for the smooth and efficient operation of the school district. The Superintendent shall document the use of accrued vacation days with the Board Secretary.

3. The Board encourages the Superintendent to take the full vacation allotment, each year; however, except as set forth in *N.J.S.A. 18A:30-9*, not more than twenty-two (22) days of unused, accumulated vacation days may be carried over by the Superintendent from year to year. All days carried over must be used in the next year, or those days not taken will be forfeited.
 4. In the event this Contract is not renewed, earned but unused vacation time will be paid at the Superintendent's daily rate of pay, based upon a 260-day work year, within sixty (60) days following the Superintendent's last day of employment. The Board shall not pay for more accrued and unused vacation days than are actually accrued and unused and in no event shall the Board pay more than fifty (50) accrued and unused vacation days. Upon the separation of services payment for accrued and unused vacation days will be deposited into the employee's 403B account. The Superintendent shall advise the President of the Board when the Superintendent intends to utilize vacation time.
- Q. The Superintendent shall be responsible for filing a time-off slip, in advance of the time off, as set forth herein, or immediately upon the Superintendent's return to the district in the event of an unplanned absence, with the Director of Human Resources each time any leave is taken. The Board President will also be notified of absences. The Superintendent and Board President shall periodically review the Superintendent's attendance record to assure correctness.
- R. Health Benefits. The Board shall provide the Superintendent with individual or full family health benefits coverage (e.g. medical insurance, prescription drug insurance, dental insurance, and vision care program) equivalent to that which is provided to other district employees. Full family health insurance coverage shall include domestic partners/civil unions as defined by the *NJ State Domestic Partnership Act* and the *Civil Union Act*. Pursuant to applicable law and regulation, the employee shall contribute an amount toward payment of premiums. With respect to employer contributions, for SHBP employers, the cost of coverage is the cost of medical and prescription coverage. For non-SHBP employers, the cost of coverage includes all health care benefits (medical, prescription, dental, vision, etc.).

1. The Board shall pay the premium costs of such benefits, minus the Superintendent's contribution in the amount as follows: \$9000, if the coverage is for full family, i.e., the Superintendent, spouse, and child(ren); or \$6000, if the coverage is for the Superintendent and spouse or the Superintendent and child; or \$3000, for single coverage, i.e., the Superintendent only. The Superintendent's contribution shall be for the duration of the contract. The Superintendent's share of the premium shall be paid through payroll deduction. Such limitation shall in no way link this Contract with any agreement collectively negotiated with district employees. The percentage/amount shall be communicated to the Superintendent on an annual basis by the Board Secretary.
 2. The Superintendent may waive coverage in any of the health benefits plans if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board. If the Superintendent waives all four coverages (e.g. medical, prescription drug, vision and dental), a payment of \$2,000 shall be made payable through payroll annually. If the Superintendent waives medical and prescription drug coverages only, a payment of \$1,000 shall be made payable through payroll annually. If the Superintendent waives vision and dental coverages only, a payment of \$100 shall be made payable through payroll annually.
 3. The Superintendent currently waives health benefits. In the event circumstances change the Superintendent shall be able to receive health benefits abiding by the language in the contract under section R.1.
- S. Disability of the Superintendent. In the event of disability by illness or incapacity, after the sick leave of the Superintendent has been exhausted, and any extension of a paid of leave of absence granted by the Board pursuant to *N.J.S.A 18A:30-7* has similarly been exhausted, compensation shall be reinstated after the Superintendent has returned to employment and resumed full duties. The Board may require the Superintendent to submit to a medical examination to be performed by a physician licensed to practice medicine in

the State of New Jersey, to be selected by the Board. The Board shall bear the expense of the physical examination.

T. Death of Superintendent. In the event of the death of the Superintendent during the term of the agreement, any benefits due and owing to the Superintendent, as a result of any term of condition of this Contract, shall be payable to the Estate of the Superintendent as more fully set forth in this Contract, including, but not limited to payment for accrued and unused vacation days and salary, but excluding any payment for accrued and unused sick days.

U. Travel Allowance. In light of the unique nature of the professional duties of the Superintendent, the Board of Education shall provide a Travel allowance of Five Hundred and 00/100 (\$500.00) Dollars per month.

1. Authorized travel is defined as travel authorized in advance by the Board as per Board policy to carry out educationally valuable assignments in accordance with the law, and the rules and regulations of the New Jersey State Department of Education and New Jersey Commissioner of Education (e.g. attendance at curriculum conferences, educational meetings, workshops, and similar gatherings beneficial to the District).

V. Mobile Phone and Personal Property. The Superintendent shall be provided a mobile phone to assist in the performance of the Superintendent's official duties as Superintendent. The mobile phone shall remain the property of the Board and upon the Superintendent's retirement or termination the mobile phone shall be returned to the Board in good working order minus ordinary wear and tear. The annual plan coverage for the cell phone will not exceed \$600/annually.

1. Personal Property Taken from the Work Site. The Superintendent shall sign a receipt for all personal property belonging to the Board removed from the work site by the Superintendent.

W. Professional Dues, Memberships, Conferences and Meetings

1. Professional and Civic Associations. The Superintendent shall be entitled to membership, at the Board's expense for professional dues in the following professional associations: NJASA, AASA, and the Monmouth County Administrators Association and/or other organizations deemed relevant by the Superintendent and the Board. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences and meetings up to the budget amount as confirmed by the School Business Administrator, and similar expenses which the Superintendent may incur while discharging the duties of Superintendent in accordance with P. L. 2007, c.53, The School District Accountability Act and affiliated regulations. (*N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7, et seq.*). Such reimbursement shall comply with all applicable provisions of state and federal statutory and regulatory provisions and guidance, and with board policy. Dues and fees for these professional and civic associations will receive prior approval of the Board and shall not exceed the cumulative total of \$2,500.00.

2. Professional Development. Attendance at appropriate professional meetings at the local, state, county, and national level are subject to Board approval and must comply with P. L. 2007, c.53, The School District Accountability Act. Reimbursement or payment for such expenses shall be made in accordance with P. L. 2007, c.53, The School District Accountability Act and affiliated regulations including the most current Office of Management and Budget (OMB) Circular, and Board policies which the amount shall not exceed the budgeted amount pursuant to the approved school budget. All professional development will receive prior Board approval and shall not exceed the cumulative total of \$7,500. The Board must pre-approve any non-State-mandated continuing education classes.

3. Professional Publications. The Superintendent may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget of \$500.00 per school year.

X. Tuition Reimbursement. The Board shall reimburse the Superintendent for the average

State college cost of tuition for graduate courses up to a maximum of \$5,000.00 per school year or a maximum of nine (9) credits per school year, whichever is less, from a duly authorized accredited institution of higher learning. Reimbursement for any courses shall be contingent upon obtaining the Board's written approval of the Superintendent's enrollment in the course prior to its commencement and on submission of official transcript as proof of satisfactory completion of the course or courses. Tuition assistance or additional compensation shall be provided only for a course or degree related to the Superintendent's current or future job responsibilities. All reimbursement requests made pursuant to this clause shall, without exception, comply with *N.J.S.A 18A:6-85 P.L. 1979*.

ARTICLE V

ANNUAL EVALUATION

The Board shall evaluate the performance of the Superintendent at least once a year in accordance with statutes, regulations and Board policy relating to the Superintendent's evaluation. Each annual evaluation shall be in writing and shall represent a consensus 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 evaluations 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 the Board determines 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 annual evaluation shall include recommendations as to the areas of improvement in all instances where the Board deems performance to be unsatisfactory. The Superintendent shall have the right to respond with a

written response, which will be placed in the Superintendent's personnel file.

The final draft of the annual evaluation shall be adopted by the Board in June. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by July 15th.

ARTICLE VI

TERMINATION OF EMPLOYMENT CONTRACT

A. This Contract shall terminate, the Superintendent's employment will cease, and no compensation shall thereafter be paid, under any one of the following circumstances:

1. failure to possess/obtain proper certification;
2. revocation or suspension of the Superintendent's certificate, in which case this Contract shall be null and void as of the date of revocation, as required by *N.J.S.A. 18A:17-15.1*;
3. forfeiture under *N.J.S.A. 2C: 51-2*;
4. mutual agreement of the parties;
5. the Board notifies the Superintendent in writing, pursuant to *N.J.S.A. 18A:17-20.1*, at least one hundred twenty (120) days, i.e., on or before March 1, 2027, prior to the expiration of the contract on June 30, 2027, that the Superintendent will not be reappointed at the end of the current term, in which case the Superintendent's employment shall cease upon the expiration of this Contract.

B. In the event the Superintendent is arrested and charged with a criminal offense, which could result in forfeiture under *N.J.S.A. 2C: 51-2*, the Board reserves the right to suspend the Superintendent pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment, unless the Board certifies contractual tenure charges.

C. Nothing in this Contract shall affect the Board's rights with regard to suspension under *N.J.S.A. 18A:6-8J* and applicable case law.

D. The Superintendent may terminate this Employment Contract upon at least ninety (90) calendar days written notice to the Board, filed with the Board Secretary, of the Superintendent's intention to resign.

E. The Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by paragraphs B. and C. supra and *N.J.S.A. 18A:17- 20.2*, provided, however, that the Board shall have the authority to relieve the Superintendent of the performance of the Superintendent's duties in accordance with *N.J.S.A. 18A:27-9*, so long as it continues to pay the Superintendent's salary and benefits for the duration of the term. The parties understand that any early termination must comply with the provisions of P.L. 2007, c. 53, *The School District Accountability Act*.

ARTICLE VII

RENEWAL -NON-RENEWAL

This Employment Contract shall automatically renew for a term of five (5) calendar years, expiring June 30, 2029, unless either of the following occurs:

- A. the Board by contract reappoints the Superintendent for a different term allowable bylaw; or
- B. the Board notifies the Superintendent in writing, pursuant to *N.J.S.A. 18A:17-20.1*, at least one hundred twenty (120) days, i.e. on or before March 1, 2029, prior to the expiration of the contract on June 30, 2029, that the Superintendent will not be reappointed at the end of the current term, in which case the Superintendent's employment shall cease upon the expiration of this Contract; or
- C. in accordance with such laws and regulation that would require nullification of this Contract.

ARTICLE VIII

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.

ARTICLE IX

SAVINGS CLAUSE

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

ARTICLE X

RELEASE OF PERSONNEL INFORMATION

PERSONNEL RECORDS

The Superintendent shall have the right, upon request, to review the contents of the Superintendent's personnel file and to receive copies at Board expense of any documents contained therein. The Superintendent shall be entitled to have a representative accompany the Superintendent during such review. At least once every year, the Superintendent shall have the right to indicate those documents and/or other materials in the Superintendent's file that the Superintendent believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board, such documents identified by the Superintendent shall be destroyed.

No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in the Superintendent's personnel file unless the Superintendent has had an opportunity to review the material. The Superintendent shall acknowledge that the Superintendent has had the opportunity to review such material by affixing the Superintendent's 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.

ARTICLE XI

PROFESSIONAL LIABILITY

The Board agrees it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual or official capacity as agent and/or employee of the Board, provided the incident arose while the Superintendent was acting within the scope of the Superintendent's employment; and, as such, liability coverage is within the authority of the Board to provide under state

law.

If, in the good faith opinion of the Superintendent, a conflict exists with respect to the defense of such claim between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage independent counsel, in which event the Board shall indemnify the Superintendent for the reasonable costs of legal defense as permitted by state law.

ARTICLE XII
REPRESENTATION

The Superintendent recognizes that the law firm of Cleary, Giacobbe, Alfieri & Jacobs, LLC, which participated in the preparation of this Contract, does not represent the Superintendent but represents only the interests of the Board.

ARTICLE XIII
COMPLETE AGREEMENT

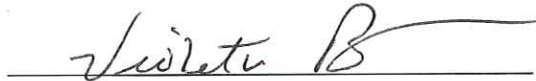
This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Employment Contract effective on the day and year first above written

SUPERINTENDENT OF SCHOOLS

BOARD OF EDUCATION OF THE
LONG BRANCH SCHOOL DISTRICT





Date: 6/20/24

Date: 6/24/24

WITNESS: 

WITNESS: 

