

CONTRACT OF EMPLOYMENT

This agreement is made this ____ day of _____ 2024, between the

ASBURY PARK BOARD OF EDUCATION

in Monmouth County (hereinafter the “Board” and/or “District”)

with offices located at

910 Fourth Avenue

Asbury Park New Jersey 07712

And

Mark Gerbino (hereinafter “the Acting Superintendent”).

WITNESSETH

WHEREAS, the Board is in need of an Acting Superintendent to serve Chief School Administrator of the Asbury Park School District; and

WHEREAS, Mark Gerbino has served in the capacity of Acting Superintendent of the Asbury Park School District since on or about February 22, 2024 through present; and

WHEREAS, the Board desires to continue to employ Mark Gerbino as Acting Superintendent of the school district for the 2024-2025 school year (defined as the period beginning July 1, 2024 through June 30, 2025); and

WHEREAS, the Board desires to provide the Acting 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 Acting 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;

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

ARTICLE I
EMPLOYMENT

The Board hereby agrees to employ Mark Gerbino as Acting Superintendent of Schools effective 12:00 am on July 1, 2024 through 11:59 pm on June 30, 2024. The Board and Mr. Gerbino (hereinafter collectively referred to as the "Parties") acknowledge that this Contract must be approved by the Monmouth County Executive County Superintendent in accordance with applicable laws and regulations. The Parties also agree that this Contract and the terms contained herein shall supersede all prior agreements between them.

ARTICLE II
CERTIFICATION

The Parties acknowledge that the Acting Superintendent currently possesses the appropriate certification(s) necessary to serve as Acting Superintendent.

ARTICLE III
DUTIES

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

A. To perform faithfully the duties of Acting 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 regulations, as well as 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 Acting Superintendent's full time, skills, labor, and attention to this employment during the term of this Contract; and further, the Acting Superintendent agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without written permission of the Board. Should the Acting Superintendent choose to engage in such outside activities on weekends, on his vacation time, or at other times when he is not required to be present in the district, he shall retain any honoraria paid. The Acting Superintendent shall notify the Board President in the event he is going to be away from the district, on district business for two (2) or more days in any week. Any time away

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from the district that is not for district business must be arranged in accordance with the provisions in this Contract governing time off. The Board recognizes that the demands of the Acting Superintendent's position require him to work long and irregular hours, and occasionally may require that he 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 him. The Acting Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out his 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 Acting Superintendent, or by staff at the Acting Superintendent's discretion.

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 Acting Superintendent shall attend all regular and special meetings of the Board, (except where a *Rice* notice has been served upon the Acting Superintendent notifying him that his employment will be discussed in closed session, and the Acting Superintendent has not requested that the meeting be conducted in public, or where the Acting 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 from time-to-time 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 Acting Superintendent and such other duties as may be prescribed by the Board from time-to-time. The Board shall not

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substantially increase the duties of the Acting Superintendent by assigning him the duties or responsibilities of Director to another position or title unless the Parties agree upon additional compensation commensurate with such increase in duties and the additional compensation is reflected in an addendum to this contract and such addendum has been approved by the Executive County Superintendent. The Acting Superintendent shall, at all times, 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 Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract but it shall not be deemed that the Board and the Acting Superintendent have entered into a new employment contract.

1. Salary. The Board shall provide the following salary as part of the Acting Superintendent's compensation: The Board shall pay the Acting Superintendent an annual salary of two hundred nine thousand dollars (\$209,000.00). This salary shall be paid to the Acting Superintendent in accordance with the schedule of salary payments in effect for other certified employees and shall be subject to all standard and voluntary payroll deductions. This amount shall supersede and be in lieu of any compensation set forth in the Acting Superintendent's prior position as Director.

2. Contract Extension and Salary – 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.*

3. No Reduction in Salary/Compensation. During the term of this Employment Contract, including any extension hereof, the Acting Superintendent shall not be reduced in compensation and/or benefits except as otherwise provided by law.

B. Sick leave. The Acting Superintendent shall receive fifteen (15) days paid sick leave annually. The unused portion of such leave, at the end of any year, shall be cumulative. Upon retirement the Acting Superintendent shall be compensated for his unused sick days at his per diem rate.

Throughout this contract, the per diem rate shall be calculated as 1/260 of his then current salary.

Reimbursement for sick days shall be consistent with the law in effect at the time

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this contract is signed and any payment hereunder shall be made within thirty (30) days of the Acting Superintendent's last day of employment. In no event shall the payment exceed the sum of \$15,000.00.

C. Professional Membership/Professional Development. The Acting Superintendent shall be entitled to membership, at the Board's expense, for professional dues in the following professional associations: American Association of School Administrators, New Jersey Association of School Administrators, National Association for Supervision and Curriculum and New Jersey County on Education and/or other organizations deemed important by the Acting Superintendent and the Board. The Acting Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences up to \$3,000.00 per school year and similar expenses which he may incur while discharging the duties of Acting 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. The Acting Superintendent shall be entitled to attend the annual NJSBA Workshop and Convention, the annual conference of the NJASA, the annual convention of the National School Boards Association, the annual conference of the American Association of School Administrators, and TechSpo. 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, and Board Policies, which amount shall not exceed \$3,000.00 per school year.

D. Professional Publications. The Acting Superintendent may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget. E. Health Benefits

1. The Board shall provide the Acting Superintendent with individual, parent/child or family health insurance benefits, which includes medical, dental and vision coverage, at his option. The Acting Superintendent shall contribute toward the premium costs for all such coverages set forth in *P.L.2011, Chapter 78* (passed as Senate No. 2937) and any implementing regulations for health plan Direct 15 parent/child and the applicable dental

and vision plans. Such limitation shall in no way link this Contract with any agreement collectively negotiated with District employees. The premium contribution(s) shall be paid by the Acting Superintendent through payroll deductions.

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2. The Acting 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, statutes, regulations, etc. The Acting Superintendent will be paid the lesser of twenty-five percent (25%) of the premiums saved or Five Thousand Dollars (\$5,000) for waiving such coverage.

F. Vacation Leave:

1. The Acting Superintendent shall be entitled to an annual paid vacation of twenty-five (25) working days per school year. All of the vacation days shall be available for the Acting Superintendent's use on July 1st.

2. The Acting Superintendent shall take his vacation time after giving the Board President reasonable notice. School vacations do constitute time off for the Acting Superintendent. The Acting Superintendent may take vacation days during the school year, upon notice to the Board President. The Acting Superintendent is expected to attend to the business of the district as required for the smooth and efficient operation of the school district. The Acting Superintendent shall document the use of accrued vacation days with the Board Secretary.

3. The Board encourages the Acting Superintendent to take his full vacation allotment each year; however, not more than twenty-five (25) vacation days may be carried over by the Acting 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 that the Acting Superintendent has unused vacation leave at the time his employment with the Board terminates, he shall be paid at the rate of 1/260 of his then current annual salary for each day of unused accumulated vacation leave, up to a maximum of forty (40) days. Any such payment shall be made within thirty (30) days of the Acting Superintendent's last day of employment.

5. In the event of the Acting Superintendent's death, payment for the value of any unused vacation days shall be made to the Acting Superintendent's estate. G. Holiday Leave. The

Acting Superintendent shall be entitled to all holidays granted to other administrators in the district.

H. Personal Leave. The Acting Superintendent shall be entitled to five (5) paid personal days, to attend to personal business during the school day, with full pay during the work

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year. Personal days may be taken during the school year with the prior permission of the Board President. As much advance notice as possible of the request to take personal time will be given. Personal day usage shall be reflected on time-off slips filed with the Board Secretary.

I. Bereavement. The Acting Superintendent shall be entitled to five (5) days of paid leave per occurrence for an immediate family member; and one (1) day per occurrence for non family.

J. Mileage Reimbursement. The Acting Superintendent shall be reimbursed for actual mileage when using his personal vehicle for Board business as annually established by the Annual Appropriations Act or the New Jersey Office of Management and Budget. Reimbursement for the use of a personal vehicle shall be tendered only upon proof of compliance with applicable regulations.

K. Attendance Record. The Acting Superintendent shall be responsible for filing a time-off slip, in advance of the time off, as set forth herein, or immediately upon his return to the district in the event of an unplanned absence, with the Board Secretary, each time any leave is taken. The Acting Superintendent and Board President shall periodically review the Acting Superintendent's attendance record to assure correctness.

L. Tuition Reimbursement. The Board shall reimburse the Acting Superintendent for tuition costs incurred for graduate level courses at an accredited institution of higher education that are part of a formal program of studies leading to the awarding of a Master's Degree or a Doctoral Degree in an area or discipline judged to be of benefit to the Board. The Acting Superintendent shall seek Board approval prior to enrolling in any graduate course of study. Reimbursement is subject to the conditions enumerated at *N.J.S.A. 18A:6-8.5*.

M. Professional Liability. The Board agrees that it shall defend, hold harmless, and indemnify the Acting Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Acting Superintendent in his individual capacity or in his official capacity as agent and/or employee of the Board, provided the incident which is the subject of any such demand, claim, suit, action or legal proceeding, arose while the Acting Superintendent was

acting within the scope of his employment. If, in the good faith opinion of the Acting Superintendent, a conflict exists in regard to the defense of any claim, demand or action brought against him, and the position of the Board in relation thereto, the Acting Superintendent may engage his own legal counsel, in which event the Board shall indemnify the

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Acting Superintendent for the costs of his legal defense. The Board further agrees to cover the Acting Superintendent under the Board's liability insurance policies, including employment practices liability coverage, in the minimum amount of one million dollars (\$1,000,000.00).

N. Electronic Devices. The Acting Superintendent shall be granted use of a personal computer, iPad (or equivalent tablet device) and "smartphone". The Acting Superintendent shall adhere to the Board's acceptable use policy and all items shall remain property of the Board.

ARTICLE V **ANNUAL EVALUATION**

A. The Board shall evaluate the performance of the Acting Superintendent at least once per school year on or before June 30th 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 Board. Prior to finalization, a copy of the evaluation shall be provided to the Acting Superintendent, and the Acting Superintendent and the Board shall meet to discuss the findings. The Board may meet in closed session to discuss the evaluation and the Acting Superintendent's performance where a Rice notice has been served upon the Acting Superintendent giving notice that the Acting Superintendent's employment will be discussed in closed session, and the Acting 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 Acting Superintendent as set forth in the job description for the position of Acting Superintendent, the district's placement on the NJQSAC continuum (with respect to those DPRs that are within the Acting 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 Acting Superintendent is unsatisfactorily 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 Acting 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 Acting 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

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annual evaluation shall be adopted by the Board by June 30th of each year of this Contract. The Acting Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.

B. On or before June 1st of each year of this Employment Contract, the Parties shall meet to establish the district's goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Acting Superintendent is evaluated, as hereinafter provided.

C. The Parties also agree that the Board shall not hold any discussions regarding the Acting Superintendent's employment, unless the Acting Superintendent is given written notice at least forty-eight (48) hours in advance, and the Acting Superintendent is given the opportunity to address the Board in closed session with a representative of his choosing. In addition, the Board shall not hold any discussions with regard to the Acting Superintendent's performance, or that may adversely affect the Acting Superintendent's employment, in public session, unless the Acting Superintendent requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

ARTICLE VI

TERMINATION OF EMPLOYMENT CONTRACT

A. This Contract shall terminate and the Acting Superintendent's employment will cease, under any one of the following circumstances:

- (1) failure to possess/obtain proper certification;
- (2) revocation, or suspension of the Acting 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:17-151*;
- (3) forfeiture under *N.J.S.A. 2C:51-2*;
- (4) mutual agreement of the Parties;

(5) notification in writing by the Board to the Acting Superintendent of the Board's intent to terminate this Contract at least thirty (30) calendar days prior to termination; or

(6) material misrepresentation of employment history, educational and professional credentials, and criminal background, subject to the provisions of *N.J.S.A. 18A:6-10*.

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B. In the event the Acting 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 him 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:6-8.3* and applicable case law.

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

E. The Acting Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by paragraphs A, B and/or C *supra* or *N.J.S.A. 18A:17-20.2*, as applicable. The Parties understand that any early termination agreement must comply with the provisions of *P.L. 2007, c. 53, The School District Accountability Act*.

F. In the event that this Contract is terminated pursuant to paragraph A(5) *supra*, the Acting Superintendent shall immediately revert back and be reassigned to his prior position of Director, to the extent allowable by law.

ARTICLE VII **RENEWAL-NON RENEWAL**

This Employment Contract shall not be subject to any automatic renewal and shall terminate as set forth herein unless the Parties agree in writing to extend this Contract in accordance with all applicable laws and regulations.

ARTICLE VIII **COMPLETE AGREEMENT**

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

ARTICLE IX
SAVINGS AND CONFLICTS 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

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such a ruling and shall remain in full force. 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 X
RELEASE OF PERSONNEL INFORMATION
PERSONNEL RECORDS

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

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

This Agreement is subject to final approval by the Monmouth County Executive County Superintendent.

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

**ACTING SUPERINTENDENT BOARD OF EDUCATION OF THE ASBURY PARK
SCHOOL DISTRICT**

Mark Gerbino By: Kenneth Saunders Mark
Gerbino, Acting Superintendent Kenneth Saunders, President

Date: 10/18/24 Date: 10/18/24 WITNESS:
Wendy Brown WITNESS:

CONTRACT OF EMPLOYMENT

This agreement is made this 28 day of October 2021, between the

ASBURY PARK BOARD OF EDUCATION

in Monmouth County (hereinafter "the Board")

with offices located at

910 Fourth Avenue

Asbury Park New Jersey 07712

And

DR. RASHAWN M. ADAMS (hereinafter "the Superintendent").

WITNESSETH

WHEREAS, the Board desires to employ the Superintendent as the Chief Education Officer of the 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;

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

ARTICLE I EMPLOYMENT

The Board hereby agrees to employ Dr. RaShawn M. Adams as Superintendent of Schools for the period of October 28, 2021, through 11:59 p.m. on June 30, 2026. The parties acknowledge that this Contract of Employment (hereinafter also referred to as the "Employment Contract",

“Contract”, and/or “Agreement”) must be approved by the Monmouth County Executive County Superintendent in accordance with applicable law and regulation. The parties also agree that this Contract shall replace and supersede all prior agreements between the parties.

ARTICLE II
CERTIFICATION

The Parties acknowledge that the Superintendent currently holds a Certificate of Eligibility as a School Administrator. Upon appointment to the position of Superintendent, the Superintendent shall apply for a Provisional Certificate as a New Jersey School Administrator (“Provisional Certificate”). Immediately following the issuance of a Provisional Certificate, the Superintendent shall apply to, enroll, attend and successfully complete all necessary programs (including the New Superintendents’ Academy), courses and mentorships that are required for the issuance of a Standard Administrative Certificate with School Administrator endorsement from the New Jersey Department of Education (“Standard Certificate”). It is the Board’s expectation that the Superintendent will obtain a Standard Certificate on or before June 30, 2023. The Superintendent agrees to use his best efforts to obtain it as soon as possible and to keep the Board President informed of the status of the application for certification. The Board agrees to cooperate in promptly providing any information or documentation that is necessary for the Superintendent to obtain a provisional certificate as a school administrator, and further agrees to cooperate with a state-required mentor during the residency period as per state certification regulations. The parties expect the Superintendent to obtain the appropriate administrative certification and school administrator endorsement prior to the commencement by June 30, 2023; however, proof of submission of the requisite application and supporting documents will satisfy this clause.

If the Superintendent is lawfully precluded from performing his duties by any Judgment, Order or direction of any court of competent jurisdiction or the Commissioner of Education, all provisions of this Employment Contract shall terminate and the Superintendent’s employment shall cease.

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, on his vacation time, or at other times when he is not required to be present in the District, he shall retain any honoraria paid. The Superintendent shall notify the Board President in the event he is going to be away from the District, on District business, for two (2) or more days in any week. Any time away from the District that is not for District business must be arranged in accordance with the provisions in this Contract governing time off. The Board recognizes that the demands of the Superintendent's position require him to work long and irregular hours, and occasionally may require that he 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 him. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out his 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 discretion.

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 him that his employment will be discussed in closed session, and the Superintendent has 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 from time-to-time 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 Board shall not substantially increase the duties of the Superintendent by assigning him the duties or responsibilities of another position or title unless the parties agree upon additional compensation commensurate with such increase in duties and the additional compensation is reflected in an addendum to this contract and such addendum has been approved by the Executive County Superintendent. The Superintendent shall, at all times, 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 Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract but it shall not be deemed that the Board and the Superintendent have entered into a new employment contract.

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

- a. For the 2021-2022 contract year (defined as the date on which this Agreement is approved by the Board through June 30, 2022), the Board shall pay the Superintendent an annual salary of one hundred ninety thousand dollars (\$190,000.00).

b. Effective July 1, 2022 and each July 1st of this Employment Contract term, the Superintendent shall receive a 3% increase in salary.

2. This annual salary shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

3. Contract Extension and Salary. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight July 1, 2026 (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 July 1, 2026. 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. No Reduction in Salary/Compensation. During the term of this Employment Contract, including any extension hereof, the Superintendent shall not be reduced in compensation and/or benefits except as otherwise provided by law.

B. Sick leave. The Superintendent shall receive fifteen (15) days sick leave annually. The unused portion of such leave, at the end of any year, shall be cumulative. Upon retirement, the Superintendent shall be compensated for his unused sick days at his per diem rate. Throughout this contract, the per diem rate shall be calculated as 1/260 of his then-current salary. Reimbursement for sick days shall be consistent with the law in effect at the time this contract is signed and any payment hereunder shall be made within thirty (30) days of the Superintendent's last day of employment. In no event shall the payment exceed the sum of \$15,000.00

C. Professional Membership/Professional Development. The Board shall pay and/or reimburse the Superintendent for registration fees for the New Jersey Leadership Institute/NJASA New Superintendent Academy and for fees associated with his retention of a mentor, for a total combined amount that shall not exceed four thousand seven hundred fifty dollars (\$4,750.00), in order for the Superintendent to obtain his Standard Certificate and complete his residency/mentorship requirement. All other expenses and costs that may be associated with obtaining the Certificate of Eligibility, Provisional and Standard Certificates shall be the responsibility of the Superintendent.

The Superintendent shall be entitled to membership, at the Board's expense, for professional dues in the following professional associations: American Association of School Administrators, New Jersey Association of School Administrators, National Association for Supervision and Curriculum and New Jersey County on Education, Monmouth County Association of School Superintendents, and/or other organizations deemed important by the Superintendent and the Board. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences up to \$4,000.00 per school year and similar expenses which he 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. The Superintendent shall be entitled to attend six (6) education-related conferences per school year, which may include, but are not limited to the annual NJSBA Workshop and Convention, the annual conference of the NJASA, the annual convention of the National School Boards Association, and the annual conference of the American Association of School Administrators. 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, and Board Policies, which amount shall not exceed \$4,000.00 per school year.

D. Professional Publications. The Superintendent may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.

E. Health Benefits

1. The Board shall provide the Superintendent with full individual or family health and dental benefits coverage. The Superintendent shall contribute toward the premium costs for all such coverages set forth in *P.L. 2011, Chapter 78 or Chapter 44* rates, whichever is applicable, and any implementing regulations. Such limitation shall in no way link this Contract with any agreement collectively negotiated with District employees. The premium contribution shall be paid by the Superintendent through payroll deduction.

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. The Superintendent will be paid

the lesser of twenty-five percent (25%) of the premiums saved or Five Thousand Dollars (\$5,000) for waiving such coverage.

F. Vacation Leave:

1. The Superintendent shall be entitled to an annual vacation of twenty-five (25) working days per year, prorated. All of the vacation days shall be available for the Superintendent's use on July 1st of each year of the Contract. At the time of the execution of this Employment Contract, the Superintendent has 14 vacation days accumulated in his current position.

2. The Superintendent shall take his vacation time after giving the Board President reasonable notice. School vacations do constitute time off for the Superintendent. The Superintendent may take vacation days during the school year, upon notice to the Board President. 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 his full vacation allotment each year; however, not more than twenty-five (25) 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 that the Superintendent has unused vacation leave at the time his employment with the Board terminates, he shall be paid at the rate of 1/260 of his then current annual salary for each day of unused accumulated vacation leave, up to a maximum of forty (40) days. Any such payment shall be made within thirty (30) days of the Superintendent's last day of employment.

5. In the event of the Superintendent's death, payment for the value of any unused vacation days shall be made to the Superintendent's estate.

G. Holiday Leave. The Superintendent shall be entitled to all holidays granted to other administrators in the District.

H. Personal Leave. The Superintendent shall be entitled to five (5) personal days, to attend to personal business during the school day, with full pay during the work year. Personal days may be taken during the school year with the prior permission of the Board President. As much advance notice as possible of the request to take personal time will be given. Personal day

usage shall be reflected on time-off slips filed with the Board Secretary. Unused personal leave days convert to carried-over sick leave days at the conclusion of the school year not to exceed 15 sick days in any one year.

I. Bereavement. The Superintendent shall be entitled to five (5) days of paid leave per occurrence for an immediate family member; and one (1) day per occurrence for non-family.

J. Mileage Reimbursement. The Superintendent shall be reimbursed for actual mileage when using his personal vehicle for Board business as annually established by the Annual Appropriations Act or the New Jersey Office of Management and Budget. Reimbursement for the use of a personal vehicle shall be tendered only upon proof of compliance with applicable regulations.

K. Attendance Record. The Superintendent shall be responsible for filing a time-off slip, in advance of the time off, as set forth herein, or immediately upon his return to the District in the event of an unplanned absence, with the Board Secretary, each time any leave is taken. The Superintendent and Board President shall periodically review the Superintendent's attendance record to assure correctness.

L. Professional Liability. The Board agrees that 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 his individual capacity or in his official capacity as agent and/or employee of the Board, provided the incident which is the subject of any such demand, claim, suit, action or legal proceeding, arose while the Superintendent was acting within the scope of his employment. If, in the good faith opinion of the Superintendent, a conflict exists in regard to the defense of any claim, demand or action brought against him, and the position of the Board in relation thereto, the Superintendent may engage his own legal counsel, in which event the Board shall indemnify the Superintendent for the costs of his legal defense. The Board further agrees to cover the Superintendent under the Board's liability insurance policies, including employment practices liability coverage, in the minimum amount of \$1 million.

M. Electronic Devices. The Superintendent shall be granted use of a personal computer, iPad (or equivalent tablet device) and "smartphone." The Superintendent shall adhere to the Board's acceptable use policy and all items shall remain property of the Board.

ARTICLE V
ANNUAL EVALUATION

A. The Board shall evaluate the performance of the Superintendent at least once a year on or before June 30th 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. Prior to finalization, 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 that the Board determines that the performance of the Superintendent is unsatisfactorily 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 by June 30th of each year of this Contract. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.

B. On or before June 1st of each year of this Employment Contract, the parties shall meet to establish the District's goals and objectives for the ensuing school year. In the first year of this Employment Contract the parties shall meet to establish goals and objectives on or before

February 28, 2022. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated, as hereinafter provided.

C. The parties also agree that the Board shall not hold any discussions or take any negative action, regarding the Superintendent's employment, unless the Superintendent is given written notice at least forty-eight (48) hours in advance, and the Superintendent is given the opportunity to address the Board in closed session with a representative of his choosing. The Superintendent, in his sole discretion, may waive the forty-eight (48) hour advance notice, on a case-by-case basis. 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.

ARTICLE VI
TERMINATION OF EMPLOYMENT CONTRACT

A. This Contract shall terminate and the Superintendent's employment will cease, under any one of the following circumstances:

- (1) failure to possess/obtain proper certification;
- (2) revocation 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:17-151*;
- (3) forfeiture under *N.J.S.A. 2C:51-2*;
- (4) mutual agreement of the parties;
- (5) notification in writing by the Board to the Superintendent, on or before January 31, 2026 of the Board's intent not to renew this Contract; or
- (6) material misrepresentation of employment history, educational and professional credentials, and criminal background, subject to the provisions of *N.J.S.A. 18A:6-10*.

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 him 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:6-8.3* 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 his 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 his duties, in accordance with *N.J.S.A. 18A:27-9*, so long as it continues to pay his 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) school years, expiring June 30, 2032, unless either of the following occurs:

A. The Board by contract reappoints the Superintendent for a different term allowable by law; or

B. The Board notifies the Superintendent in writing, on or prior to January 31, 2026, that he will not be reappointed at the end of the current term, in which case, his employment shall cease upon the expiration of this Contract.

ARTICLE VIII
COMPLETE AGREEMENT

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

ARTICLE IX
SAVINGS AND CONFLICTS 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. 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.

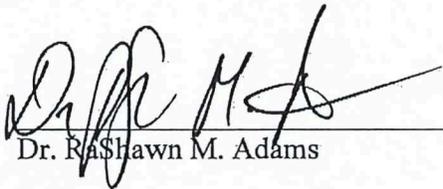
ARTICLE X
RELEASE OF PERSONNEL INFORMATION
PERSONNEL RECORDS

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

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

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



Dr. RaShawn M. Adams

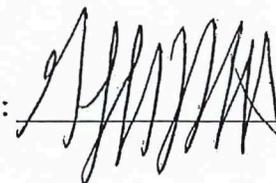
BOARD OF EDUCATION OF THE
ASBURY PARK SCHOOL DISTRICT

By: 

Barbara Lesinski, Vice President

Date:

Date: 10/29/2024

WITNESS: 

WITNESS: 
