

WEYMOUTH TOWNSHIP SCHOOL DISTRICT CONTRACT OF EMPLOYMENT

THIS AGREEMENT, made this 18 day of September, 2025, between Weymouth Township BOARD OF EDUCATION in Atlantic County (hereinafter "the Board") with offices located at 1202 Eleventh Avenue, Dorothy, New Jersey 08317 and Brenda H. Callaghan, (hereinafter "the Superintendent").

PREAMBLE WITNESSETH

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

WHEREAS, the Board desires to employ the Superintendent/Principal 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; and

WHEREAS, the Superintendent is a holder of an appropriate certificate as prescribed by

the State Board of Education and as required by N.J.S.A. 18A:17-17.

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 Brenda Callaghan as Superintendent of Schools for the period to begin on or about November 1, 2025 through 11:59 p.m. June 30, 2029. The parties acknowledge that this Contract must be approved by the Atlantic County Executive County Superintendent in accordance with applicable law and regulation.

ARTICLE II

CERTIFICATION

The parties acknowledge that the Superintendent possesses a standard administrative certificate. 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.

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 her vacation time, or at other times when she is not required to be present in the district, she shall retain any honoraria paid.

The Superintendent shall notify the Board President in the event she 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 provisions in this Contract governing time off. The board recognizes that the demands of the Superintendent's position require her to work long and irregular hours, and occasionally may require that she 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 her. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out her 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 her that her 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, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and for the wellbeing 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, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations.

J. The Board shall not substantially increase the duties of the Superintendent by assigning her 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 Employment Contract, and such addendum has been approved by the Executive County Superintendent.

ARTICLE IV SALARY AND BENEFITS

A. The salary and benefits will be as follows.

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

a. Initial Salary. The Board shall pay the Superintendent an annual salary of one hundred forty thousand dollars (\$140,000) for the 2025-2026 school year. The annual salary rate shall be prorated to start time and paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

b. The Board and the Superintendent hereby agree to the following salary schedule for years two (2), three (3) and four (4) of this contract:

(1) Effective July 1, 2026 to June 30, 2027, the Superintendent's salary shall be \$144,550 and

(2) Effective July 1, 2027 to June 30, 2028, the Superintendent's salary shall be \$148,887. (3)

Effective July 1, 2028 to June 30, 2029, the Superintendent's salary shall be \$153,354.

2. 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 12 sick days annually. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. Superintendent may carry forward up to 25 days of sick leave she has accumulated in her present district. The superintendent shall first use the days provided by this district and only after they are completely exhausted by her use shall she use the "carry-over" days of sick leave from her prior district. Effectively she shall never be paid for reimbursement of the "carry-over" days herein as banked. This sick leave will be banked by her to be used as needed but will not qualify for reimbursement upon superintendent's retirement.

1. Supplemental compensation from accrued but unused sick leave shall not exceed \$15,000.00 by virtue of direct service to the district. The per diem rate shall be calculated as 1/260th of her annual salary. 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 Superintendent's estate or beneficiaries in the event of death prior to retirement according to Statute.

C. Professional Membership: The Superintendent shall be entitled to membership, at the Board's expense for professional dues in the following professional associations: NJASA, NJPSA, AASA, and the Atlantic County Administrators' Association and/or other organizations deemed important by the Superintendent and agreed to by the Board. Similar expenses which she 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.*). The amount for memberships shall not exceed \$3500.00 per year for each year of this contract and 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 the annual NJSBA/NJASA/NJASBO Workshop and Convention and the annual conference of the NJASA in an amount not to exceed \$1000.00.

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 individual or family health benefits coverage. The Superintendent shall pay the premium costs for all such coverage set forth in Chapter 78, P.L. 2020, as reflected in Chapter 44 in current law, and implementing regulations. Such limitation shall

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

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.

F. Vacation Leave:

1. The Superintendent shall be entitled to an annual vacation of 18 working days per year. All vacation days for new employees are prorated and earned at a rate of 1 ½ days per month from the time of employment.

2. The Superintendent shall take her vacation time after giving the Board President reasonable notice. School vacations do not constitute time off for the Superintendent; unless she uses her leave time. 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. The Superintendent shall be entitled to all holidays afforded to other employees, including winter and spring break.

3. The Board encourages the Superintendent to take her full vacation allotment each year; however, not more than 4 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's Contract is terminated prior to its expiration, unused vacation time shall be paid on a pro-rated basis of 1.5 days accrued per month. In the event this Contract is not renewed, earned but unused vacation time will be paid at the Superintendent's daily rate of pay, calculated as 1/260th of the superintendent's final salary, following her last day of employment. The board shall make such payment within ninety (90) days after superintendent's last day of employment. However, at the Board's discretion, should termination or non-renewal occur, the Board reserves the right to require the Superintendent to use her full vacation entitlement.

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 3 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 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. Personal days are non-cumulative and non-reimbursable.

I. Mileage Reimbursement: The Superintendent shall be reimbursed for actual mileage when using her

personal vehicle for Board business as annually established by the New Jersey Office of Management and Budget. Superintendent shall not be reimbursed for mileage to/from home and school (work). Bills/claims for all reimbursements must be submitted within 30 days of accrual or be forfeited.

J. 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 her return to the District in the event of an unplanned absence, with the Board Secretary *or with the designated staff member in charge of maintaining District attendance records*, each time any leave is taken. The Superintendent and Board President shall periodically review the Superintendent's attendance record to assure correctness.

K. 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 her individual capacity or in her 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, as agreed by the Board, was acting within the scope of her 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 her, and the position of the Board in relation thereto, the Superintendent may engage her own legal counsel, in which event the Board shall indemnify the Superintendent for reasonable costs of her 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 dollars

L A cellphone shall be chosen and provided by the Board for business/employment use and billed to the business office in an amount not to exceed an amount decided by the Board.

ARTICLE V ANNUAL EVALUATION

A. The Board shall evaluate the performance of the Superintendent at least once a year in accordance with the statutes, regulations and Board policy relating to Superintendent evaluation. Each annual evaluation shall be in writing and shall represent a majority 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 to 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 unsatisfactory in any respect, it shall describe in writing, and in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include specific recommendations for improvement in all instances where the Board deems performance to be unsatisfactory. The Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the Superintendent's personnel file

upon the Superintendent's request. 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 30 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. Within sixty (60) days of the execution 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 Superintendent is evaluated, as hereinafter provided. On, or prior to, June 1 of each succeeding school year, the parties will meet to establish the District's goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described.

C. The parties also agree that the Board shall not hold any discussions regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance. In addition, the Board shall not hold and 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, 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) Notification in writing by the Board to the Superintendent, at least 90 calendar days prior to the expiration of this Contract, of the Board's intent not to renew this Contract; or
- (6) Misrepresentation of employment history, educational and professional credentials, and criminal background, subject to N.J.S.A. 18A:6-10, et seq.

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 her pending resolution of the criminal charges. Such suspension shall be with pay prior to the 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 90 calendar days written notice to the Board, filed with the Board Secretary, of her 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 her duties in accordance with N.J.S.A. 18A:27-9, so long as it continues to pay her salary and benefits for the duration of the term. The parties understand that any early termination must comply with the provision of *P.L. 2007, c. 53, The School District Accountability Act*.

F. In the event the parties agree to terminate this Contract prior to its expiration date, and to relieve the Superintendent from the actual performance of her duties, upon the approval of the Commissioner of Education, the Board shall compensate the Superintendent for either three (3) months' salary times the number of years remaining on this Contract or the remaining salary due to completion of this Contract, whichever is less, minus compensation from any and all other employment. It is understood that the Superintendent must make a good faith effort to find employment elsewhere as soon as possible and prior to the expiration date of the within Contract. The salary received by the Superintendent in such employment shall be deducted from the payments made to the Superintendent by the Board. Insurance Benefits will be adjusted to reflect coverage, if any, in the new position.

ARTICLE VII

RENEWAL- NON-RENEWAL

This Employment Contract shall automatically renew for a term of 3 calendar years, expiring July 1, 2032, unless either of the following occurs:

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

B. The Board notifies the Superintendent in writing, prior to April 30, 2029, that she will not be reappointed at the end of the current term, in which case her 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

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 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 her personnel file and to receive copies at Board expense of any documents contained therein. She shall be entitled to have a representative accompany her during such review. At least once every year, the Superintendent shall have the right to indicate those documents and/or other materials in her file that she believes to be obsolete or otherwise, inappropriate to retain; and upon final approval of the Board, such documents identified by her shall be destroyed. No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in her personnel file unless she has had an opportunity to review the material. The Superintendent shall acknowledge that she has had the opportunity to review such material by affixing her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Superintendent shall also have the right to submit a written answer to such material.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Employment

Contract effective on the day and year first above written.

Bridgett Callaghan 9/18/25
SUPERINTENDENT Date

[Signature] 9/18/25
WITNESS

Patricia Doerk 9/19/25
WEYMOUTH TOWNSHIP BOARD PRESIDENT Date