

PLUMSTED TOWNSHIP BOARD OF EDUCATION
EMPLOYMENT CONTRACT
FOR THE PERIOD OF JANUARY 1, 2024, TO June 30, 2027

THIS CONTRACT is made on this _____ day of _____, 2023,

by and between:

THE BOARD OF EDUCATION OF THE PLUMSTED TOWNSHIP SCHOOL DISTRICT, located at 131 Evergreen Road, New Egypt, New Jersey, 08533, New Jersey 08734, hereinafter referred to as the "Board" or "District"

and

David Ytreboe, residing at the address on file, hereinafter referred to as "Superintendent", who together at times may be referred to as "the Parties".

W I T N E S S T H A T:

The Board and the Superintendent agree and acknowledge the following:

A. The Board of Education of the Plumsted Township School District is a corporate body politic governed by N.J.S.A. 18A:1-1 et seq.

B. The Board wishes to appoint David Ytreboe to the position of Superintendent of Schools for the period of January 1, 2024, to June 30, 2027.

C. David Ytreboe desires to accept such employment and does hereby accept such employment for the period of January 1, 2024, to June 30, 2027, upon the terms and conditions hereinafter set forth which terms and conditions the Board and the Superintendent believe

and intend to be consistent with the requirements of N.J.S.A. 18A:1-1 et seq. and applicable sections of N.J.A.C. 6A:1-1 et seq. as they currently exist.

D. The Board and the Superintendent are mindful of the provisions of N.J.S.A. 18A:17-15 et seq. and wish and intend to contract with one another and be bound in accordance with the terms of this Contract and the provisions of the statute and rules and regulations of the State Board of Education.

E. The Board and the Superintendent believe that this written Employment Contract will serve the purpose of mutual understanding, help to provide for a harmonious relationship between the Board and the Superintendent and enhance administrative stability and continuity within the District to the end that continuous and efficient services will be rendered by both parties, for the benefit of both and for the benefit of the students and residents of the District.

F. The Board and Superintendent believe that a written Employment Contract is necessary to describe 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 educational program of the District.

NOW, ~~THEREFORE~~, in consideration of the above stated acknowledgments and of the mutual terms, promises and covenants contained herein, the parties agree as follows:

1. Term. The term of employment pursuant to this Contract is January 1, 2024 through June 30, 2027.

The parties acknowledge that this Contract must be approved by the Ocean County Executive County Superintendent in accordance with applicable law and regulation.

2. Certification and Responsibilities/Duties.

A. Certification. The Superintendent represents to the Board and the Board believes that the Superintendent completed requirements for the provisional certificate and is waiting for the N.J. Department of Education to grant the permanent certificate, allowing him to serve as Superintendent of Schools in the State of New Jersey.

In accordance with the requirements of N.J.S.A. 18A:17-15.1, if at any time during the term of this Contract, the Superintendent's Certification(s) is/are revoked, this Contract shall be null and void as of the date of the revocation.

The Superintendent shall provide official course transcripts for all earned post-secondary degrees to the Board and the transcripts shall be kept on file in the Board office.

B. Responsibilities/Duties.

1. The Superintendent agrees to perform faithfully the assigned duties for the Board as described by the laws of the State of New Jersey and the State Board of Education and by the rules, policies and regulations of the Board and in accordance with such statutes or rules, policies and regulations that may become effective during the term of this Contract.

2. In accordance with N.J.S.A. 18A:17-20, the Superintendent shall be the chief executive and administrative officer of the Board and shall have general supervision over all aspects of the schools of the Plumsted Township School District under rules and regulations prescribed by the State Board of Education including the fiscal operations and the instructional programs. The Superintendent shall keep informed as to the condition and progress of the foregoing operations and programs and shall report thereon, from time to time, to, and as directed by, the Board. Except as otherwise provided herein, the Superintendent shall have such other powers and perform such other duties as may be prescribed by the Board.

3. The Superintendent shall have a seat on the Board and the right to speak on all matters at meetings or committee meetings of the Board; however, the Superintendent shall have no vote. 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 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. Where the Superintendent has received a *Rice* notice and has opted to have the discussion in executive session, s/he shall have the right to address the board in executive session and bring an attorney to represent him.

4. The specific job description adopted by the Board, and as may be amended by the Board, in consultation with the Superintendent applicable to the position of Superintendent of Schools, is incorporated by reference into this Contract.

5. The Superintendent shall arrange the administrative and supervisory staff of the District including instruction and business affairs, which in the Superintendent's judgment, best serve the District. The Superintendent has responsibility for the selection, renewal, placement, removal and transfer of personnel, subject to approval of the Board, by recorded roll call majority vote of the full membership of the Board after the recommendation of the Superintendent, and subject to applicable Board policies and directives. The Board shall not withhold its approval of any Superintendent recommendation relating to these matters for arbitrary or capricious reasons and shall act in accordance with

N.J.S.A. 18A:27-4.1. The Superintendent also has the responsibility 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.

6. The members of the Board, individually and collectively, shall refer to the Superintendent all criticisms, complaints and suggestions concerning the operation and management of the District called to their attention. The Board will refer all complaints to the Superintendent and the Board will not take action on any such criticisms, complaints, and/or suggestions unless there is a failure of an administrative solution and then only after they are discussed by the Board members at a scheduled meeting of the Board and a consensus sought to direct the Superintendent to study, recommend, or take action.

7. The Superintendent shall devote his full time, skills, labor, and attention to this employment during the term of this Contract. The Superintendent shall not undertake consultative work, speaking engagements, writing, lecturing, or other professional duties with or without compensation without prior notice to the Board President. The Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation with prior notice to the Board and provided the Superintendent is able to perform all his responsibilities and duties

required by this Contract. Should the Superintendent be permitted to engage in such outside activities on weekends, during vacation time or at other times when the Superintendent is not required to be present in the school district, the Superintendent shall retain any honoraria paid. The Superintendent shall notify the Board President in the event the Superintendent desires to be away from the district on District business for more than one (1) day in any week. Any time away from the District that is not for District business must be arranged by the Superintendent in accordance with the provisions in this Contract governing Superintendent time off. The parties recognize that the demands of the Superintendent's position require devotion to the duties of the Superintendent and require the Superintendent to work long and irregular hours and occasionally may require that the Superintendent attend to district business outside of the district.

8. The Superintendent shall have the authority 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 District.

9. The Superintendent shall 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.

10. The Superintendent shall have the right to legal assistance in carrying out the Superintendent's duties through use of the Board's attorney. The Superintendent shall have the right to make recommendations to the Board or any committee with respect to any proposed action or policy.

11. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent, and shall be set by Board policy and in the appropriate job description which may be modified from time to time, consistent with the intent of this Contract. The current job description, which may be amended by the Board from time to time after consultation with the Superintendent, with the ultimate decision on any amendment to be that of the Board, is incorporated by reference into this agreement as if set forth in its entirety. Except as otherwise provided herein, the Board shall not substantially increase the duties of the Superintendent by assigning the Superintendent the duties or responsibilities of another position or title unless the parties agree to an increase in the Superintendent's compensation commensurate with the increase in duties and subject to compliance with any laws or regulations governing Superintendent compensation.

12. Notwithstanding the foregoing, the Board shall have the right to conduct private closed sessions pursuant to the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., without the attendance of the Superintendent to discuss the Contract negotiations with the Superintendent as well as the Superintendent's performance, unless he agrees to have such discussions held in public. In the event the Board intends to take action in public regarding the Superintendent's employment including adverse public action, the Board shall not hold any discussion regarding the public action unless the Superintendent is given written notice at least forty-eight (48) hours in advance (unless in the case of an emergency as determined by the Board) and the Superintendent is permitted the opportunity to address the Board in any such closed session held to discuss the public action, provided the Superintendent is available to participate, and is permitted to have a representative of his choosing speak on his behalf. The Board shall not hold any discussions of 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 pursuant to the Open Public Meetings Act. Where the Superintendent has received a *Rice* notice and has opted to have the discussion in executive session, he shall have the right to address the board in executive session and bring an attorney to represent him.

3. Salary.

A. The Board and Superintendent agree and acknowledge that the annual base salary for the Superintendent for each of the contract years is as follows:

2023-2024: Salary of One Hundred Seventy Thousand Dollars (\$170,000.00), prorated.

2024-2025: Salary of One Hundred Seventy Five Thousand One Hundred Dollars (\$175,100.00.00)

2025-2026: Salary of One Hundred Eighty Thousand Three Hundred and Fifty-Three Dollars (\$180,353.00)

2026-2027: Salary of One Hundred Eighty Five Thousand Seven Hundred and Sixty-Three Dollars (\$185,763.00)

The salary schedule noted above represents an annual increase in base salary in year 2 of 3.00% per annum; year 3 of 3.00% per annum; year 4 of 3.00%.

B. The Superintendent's annual salary shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees of the District.

C. No salary increase of any kind shall take effect on midnight (12 a.m.) of July 1, 2027 (when this Contract term expires), unless the parties have agreed to a Contract extension. The terms of the extension shall govern all increases to take effect on and after July 1, 2027. Any extension or modification of this

Contract shall comply with the notice provisions of P.L. 2007 c. 53, the "School District Accountability Act", N.J.S.A. 18A:11-11, as well as review requirements by the Executive County Superintendent as provided in N.J.A.C. 6A:23A-3.1.

D. During the term of this Contract, the Superintendent shall not be reduced in compensation except as may be provided by law.

4. Benefits in Addition to Salary.

A. 1. Sick Leave and Personal Days. The Superintendent shall receive twelve (12) sick days leave annually, prorated to six (6) days for 2023-2024. The unused portion of sick days, at the end of any year, shall be cumulative in accordance with the provisions of Title 18A. Upon the commencement of employment, the Superintendent shall be given a bank of twelve (12) sick days to be utilized in the event of illness. These banked sick days will decrease in direct proportion to the number of sick days earned in the district and shall not be eligible for compensation.

2. The Superintendent is granted (3) personal days with pay annually, prorated to one and one-half (1.5) days for 2023-2024. Subject to the maximum accumulation of fifteen (15) sick days per year permitted pursuant to N.J.S.A. Title 18A, any personal days unused at the end of the school year (July 1 to following June 30), shall convert to sick days for the following year. Personal days may be taken to attend to personal business during the workday with

prior notice to the Board President, to the extent practicable. As much advance notice as possible of the request to take such personal time shall be given by the Superintendent. Personal day usage shall be reflected on time-off slips filed by the Superintendent with the Business Administrator. Personal days are non-cumulative and non-reimbursable although unused personal days are convertible to accumulated sick days if unused subject to the above noted fifteen (15) day maximum carryover.

3. Upon retirement from the state administered retirement system to which the Superintendent is a member, and upon on hundred twenty (120) days notice to the Board, the Board shall pay the Superintendent for his accumulated, unused sick days, at the annual rate of his final Annual Salary $\div$ 260. Payment for unused sick days upon retirement shall not exceed Fifteen Thousand Dollars (\$15,000.00). The Board shall make payment for the unused sick days within thirty (30) days of the Superintendent's final day of employment.

B. Vacation/Holidays.

1. The Superintendent shall receive twenty five (25) workdays of vacation annually, prorated to twelve and one-half (12.5) days for 2023-2024, with pay which days shall be exclusive of school holidays as well as winter and spring recesses as set forth in the Board approved annual school calendar and subject to performance

of duties by the Superintendent or appropriate designee in the event of emergency. Up to ten (10) unused vacation days may be accumulated and carried forward into the next school year where required by business demands. Except in the case of separation from employment, if the unused carryover vacation days are not used during the subsequent year, they may not be further carried forward and are considered lost.

2. Except as otherwise provided, the Superintendent shall take vacation time during periods when school is not in session, only after giving the Board President no less than seven (7) calendar days' notice and at times when the District has adequate central office administrative coverage in the absence of the Superintendent. The Superintendent may take vacation days during the school year when school is in session with notice to the Board President as single days, half-days, or in the event of an emergency. If the Superintendent wishes to take more than three (3) consecutive vacation days during periods when school is in session, the Superintendent shall request permission from the Board President. Vacations shall be taken by the Superintendent with the understanding by the Superintendent and the Board that the Superintendent is expected to attend to the business of the District as required for the smooth and efficient operation of the District.

3. The Board, through the Business Administrator's office, shall be responsible for maintaining written

documentation of the Superintendent's earned and accrued vacation days. The Superintendent shall document the use of accrued vacation days with the Business Administrator.

4. Upon separation from employment, the Board shall pay the Superintendent for all of his earned but unused vacation time to a maximum of thirty (30) days at the Superintendent's daily rate of pay. The daily rate of pay is calculated as the final Annual Salary $\div$ 260 at the time of separation. The payment shall occur within thirty (30) days of the Superintendent's last day of employment. If the Superintendent dies before this Employment Contract term is completed, payment for accumulated but unused vacation days shall be made to his estate or his named beneficiary. In the event the Superintendent's contract is terminated prior to its expiration, unused vacation time shall be paid on a prorated basis of (2.08) days accrued per month.

5. The twenty-five (25) vacation days per Contract year (July 1 to following June 30) shall be available for the Superintendent's use as of July 1 of each Contract full year (July 1 to following June 30) of the Contract but are considered earned on a monthly, pro rata basis.

6. Vacation leave not taken in a given year because of duties directly related to a state of emergency declared by the Governor may accumulate at the discretion of the board until, pursuant

to a plan established by the board and the Superintendent, the leave is used or the Superintendent is compensated for that leave.

7. The Superintendent shall be entitled to time off with pay for all holidays as well as winter and spring school recesses as set forth in the board-approved annual school calendar subject to the performance of duties by the Superintendent or appropriate designee in the event of emergency. In addition, the Superintendent shall receive the following days as holidays: Independence Day (July 4) and Labor Day.

8. The Superintendent shall be entitled to the winter and spring school recesses/breaks as and if provided in the Board-approved annual school calendar. However, if the annual school election is to be held within seven (7) days before or seven (7) days after any school recess/break, the Superintendent may, at the direction of the Board through notification from the Board President be required to work during the school recess/break and, if so directed, shall work during the school recess/break.

C. Bereavement Pay. The Superintendent shall be entitled to bereavement leave for up to five (5) days per incident within a two week period commencing with the date of death without loss of pay in the event of the death of a member of the Superintendent's immediate family. Immediate family shall include grandfather, grandfather-in-law, step-grandfather, grandmother,

grandmother-in-law, step-grandmother, father, father-in-law, mother, mother-in-law, spouse, domestic partner as domestic partner is defined in New Jersey statute, child, child-in-law, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, step-father, step-father-in-law, step-mother or step-mother-in-law. The Superintendent shall be entitled to bereavement leave without loss of pay of one (1) day per incident within a two-week period commencing with the event of death of an aunt, aunt-in-law, uncle, uncle-in-law, niece, step-niece, nephew or step-nephew. Extenuating circumstances regarding other individuals may be considered by the Board on a case-by-case basis. Unused bereavement leave at the end of each partial or full contract year shall not be cumulative.

D. Medical Benefits. The Board shall provide the Superintendent with and, he shall contribute towards the premiums for individual and/or family coverage (dependent as defined in the current plan coverage to age 26), at his option. The health benefits program shall be the same as the program offering made to certified employees of the District. The Superintendent shall contribute, by way of payroll deduction, toward the premium costs for healthcare coverage, as required by P.L. 2011 c.78 or P.L. 2020 c. 44, as applicable, and any implementing regulations.

The Board shall provide the Superintendent with a Section 125 Cafeteria Plan in accordance with P.L. 2011, c.78.

The Superintendent may waive coverage in any of the health benefits plans if he is covered through the health plan of his spouse or domestic partner as domestic partner is defined by New Jersey statute, but only in accordance with procedures established by the Board, if such right to waive coverage (coverage waiver right) has been established by the Board for other certified employees of the Board. If a coverage waiver right has been established, the Superintendent will be paid twenty-five percent (25%) of the employer's premium reduced by the pre-waiver employee contribution or Three Thousand Five Hundred Dollars (\$3,500.00), whichever sum is less or a prorated amount for a prorated portion of the school year for waiving coverage as is received by other districts employees employed by the Board. Should the Superintendent experience a change in life circumstances he shall be able to obtain coverage through the district.

E. Dental Insurance. The Board shall provide the Superintendent with a program of dental care providing full family coverage at no cost to the Superintendent (except for applicable copays and deductibles) as provided to certified employees of the District. If a coverage waiver right has been established, the Superintendent will be paid Five Hundred Dollars (\$500.00), for a prorated portion of the school year for waiving coverage as is received by other districts employees employed by the Board.

F. Prescription Coverage. The Board shall provide the Superintendent with a prescription program providing full family coverage at no cost to the Superintendent (except for applicable copays and deductibles) as provided to certified employees of the District. If a coverage waiver right has been established, the Superintendent will be paid twenty-five percent (25%) of the employer's premium reduced by the pre-waiver employee contribution or One Thousand Dollars (\$1,000.00), whichever sum is less or a prorated amount for a prorated portion of the school year for waiving coverage as is received by other districts employees employed by the Board.

G. Membership Fees. The Superintendent shall be entitled to an allowance at the Board's expense for professional dues and related fees not to exceed Four Thousand Dollars (\$4,000.00) annually for the following professional associations: American Association of School Administrators, the New Jersey Association of School Administrators, the Ocean County Administrators Association, the New Jersey Association of Federal Program Administrators and other professional/civic organizations deemed appropriate by the Board. The Superintendent may hold additional memberships in other organizations as may be budgeted by the Board.

The Superintendent shall also be entitled to reimbursement for expenses incurred for attendance at professional conferences as budgeted by the Board and similar expenses which the

Superintendent may incur while discharging the duties of Superintendent. Such reimbursement shall comply with all applicable provisions of New Jersey statutory and regulatory provisions and guidance, including N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-3.1, and with Board policy. It is agreed that in the absence of compelling circumstances requiring the presence of the Superintendent in the District, the Superintendent shall be entitled to attend the fall New Jersey School Boards Association Workshop and Convention, the spring conference of the New Jersey Association of School Administrators, and the TechSpo conference. Reimbursement or payment for hotel, meal and travel expenses shall be made in accordance with Board policies and shall be in compliance with the applicable New Jersey Office of Management and Budget (OMB) circular, and all applicable provisions of the New Jersey statutory and regulatory provisions and guidance, including N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-3.1. Any amount that will cause the total membership fees and other costs per annum contemplated by this section to exceed nine thousand five hundred Dollars (\$9,500) will require specific, advance, formal Board approval.

The Board shall pay all costs and fees associated with any state-mandated continuing education.

H. Publications. The Superintendent may subscribe to appropriate educational and/or professional publications

to be paid by the Board within the limit set in the Board's annual budget. The Board shall pay for all costs and fees associated with any State-mandated continuing education.

I. Automobile Use Reimbursement. In light of the unique nature of the Superintendent's responsibilities, the Superintendent shall be reimbursed for actual mileage when using her personal vehicle for Board business at the rate annually established by the New Jersey OMB circular (the State rate). The Superintendent shall follow Board policy in supplying the necessary documentation when seeking reimbursement.

J. Statutory Annuity Salary Reduction Program. The Superintendent shall have the right at any time prior to the commencement of, or at any time during the Superintendent's employment, to take a reduction in salary and require the Board to use an amount corresponding to such reduction to purchase a tax-sheltered annuity and/or mutual fund investment in accordance with N.J.S.A. 18A:66-127 et seq. and applicable tax laws, including Sections 403(b) and 457(b) of the Federal Internal Revenue Code. The maximum amount of reduction in salary authorized shall be the maximum tax deferral amount permitted by the Federal Internal Revenue Code.

K. District Owned Equipment. The Superintendent shall have the right to use such District owned office and personal communication equipment as may be necessary for him to perform the

Superintendent's functions. The Board acknowledges that such equipment may be used personally by the Superintendent but with no expense to the Board. Any expense incurred by the Board for personal use by the Superintendent shall be reimbursed to the Board by the Superintendent. The Superintendent also acknowledges that any use by the Superintendent shall be in accordance with District policies relating to acceptable use of computer network(s)/computers, resources and similar devices by teaching staff members. The Board shall maintain and update the hardware and software for computers provided to the Superintendent. The District shall provide the Superintendent with a laptop or iPad (tablet notebook, whichever device is available).

L. Documentation/Record Keeping. The Superintendent shall be responsible for filing a time off slip, in advance of the time off permitted in this Contract or immediately upon the return of the Superintendent to the District in the event of an unplanned absence. The time off slip shall be filed with the Business Administrator each time any leave is taken. The Superintendent and Board shall periodically review the record of the Business Administrator to insure correctness.

5. Professional Liability. The Board shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against him individually or in the Superintendent's official capacity as agent or

employee of the Board, provided the matter giving rise to such claim arose while the Superintendent was acting within the scope of the Superintendent's employment; and as such, liability insurance coverage is within the authority of the Board to provide pursuant to Title 18A. 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/her, 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/her legal defense. The Board further agrees to cover the Superintendent under the Board's liability insurance policies, including employment practices liability coverage.

7. **Board Goals and Objectives.** No later than August 31, 2024 the parties shall meet to establish the Board's goals and objectives for the 2024-2025 school year and shall meet each year on or before August 31st to establish the goals and objectives of each succeeding school year. The goals and objectives shall be reduced to writing and be amongst the criteria by which the Superintendent is evaluated, as hereinafter provided.

The Superintendent shall update the Board on the status of the Board's goals and objectives quarterly.

8. **Evaluation.** The Board shall evaluate the performance of the Superintendent at least once a year on or before June 30th.

Each evaluation shall be in writing and shall represent a majority of the full membership of the Board. The Board shall provide the Superintendent with a copy of the evaluation and the Superintendent and the Board shall meet to discuss the findings. The evaluation copy shall be provided at least two (2) days before the board meeting. The Board may meet in closed session to discuss the evaluation and the Superintendent's performance. The evaluation shall be based upon the criteria adopted by the Board, the goals and objectives of the District, the academic achievement in the District as reflected in the goals and objectives, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent and such other criteria as the State Board of Education or the New Jersey Commissioner of Education shall prescribe by regulation. The Superintendent shall propose a schedule for evaluation to the Board President by March 1st of each year of this Contract.

In addition, the Board and Superintendent shall have periodic opportunities to discuss Board-Superintendent relationship. Subject to the provisions of the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., the Board and the Superintendent may conduct private discussions of the working relationship between the Board and the Superintendent as well as discussion of goals for the ensuing year. Either the Board or the Superintendent may initiate these discussions at any time.

Each June, the Board and Superintendent shall meet in closed, executive/private session for the purpose of mutual evaluation of the Board and Superintendent. Before final action to approve the annual evaluation, the Board shall supply the Superintendent with a copy of the Superintendent's proposed written evaluation which shall include areas of strengths and weaknesses and which shall provide direction as to areas of performance in need of improvement. The final annual evaluation shall be approved by the Board in closed session prior to the end of the school year.

In the event the Board determines that the performance of the Superintendent is less than satisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances, where identifiable, of less than satisfactory performance. The evaluation shall include recommendations as to the areas of improvement in all instances where the Board deems the Superintendent's performance to be less than satisfactory. The Superintendent shall have the right to respond in writing to the evaluation. This evaluation and response shall become a permanent attachment to the evaluation in question.

The parties also agree that the Board shall not hold any discussions or take any adverse action regarding the Superintendent's employment unless the Superintendent is given written notice at least 48 hours in advance and is given the opportunity to address the Board in closed

session with a representative. 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.

10. Continuing Education. The Board encourages the continuing professional growth of the Superintendent through his participation, in the following:

A. The operations, programs, and other activities conducted or sponsored by local, state and national school administrators and school board associations;

B. Seminars and courses offered by public or private educational institutions;

C. Informational meetings with other persons whose particular skills or background would serve to improve the capacity of the Superintendent to perform Superintendent's professional responsibilities for the Board;

D. Visits to other institutions; and

E. Other activities promoting the professional growth of the Superintendent.

The Board shall permit a reasonable amount of release time for the Superintendent, as the Board deems appropriate, to attend such functions and matters. The Board shall reimburse all necessary

travel, registration and sustenance expenses for the Superintendent for these functions and matters.

The provisions of this Paragraph 10 are subject to compliance by the parties with the requirements of N.J.S.A. 18A:11-12 and applicable regulations implementing the statute, if any.

11. Termination of Employment Contract

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

(1) Failure of the Superintendent 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:17-15.1;

(3) Forfeiture under N.J.S.A. 2C: 51-2;

(4) Mutual agreement of the parties;

(5) Fraudulent misrepresentation by the Superintendent of employment history, educational and professional credentials, and criminal background subject to N.J.S.A. 18A:6-10 et seq. and only in accordance with N.J.S.A. 18A:17-15 et seq.;

(6) Notification in writing of the Superintendent's intent to resign to the Board upon at least on hundred

twenty (120) calendar days prior to the effective date and providing a copy of such notice to the Board Secretary; or

(7) Notification in writing from the Board to the Superintendent on or before December 31, 2026 that he will not be renewed; any such notification will be based upon an affirmative vote of the majority of the full membership of the Board.

B. In the event the Superintendent is arrested and charged with a criminal offense that 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. Nothing in this section B. shall affect the power of the Board to certify contractual tenure charges in accordance with N.J.S.A. 18A:17-15 et seq.

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 shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by paragraphs B. and C. of this Section 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 the Board

continues to pay the Superintendent salary and benefits for the duration of the term. The parties acknowledge that any early termination shall comply with the provisions of P.L. 2007 c.53, The School District Accountability Act.

12. Facilities. The Board shall provide for the use of the Superintendent a private office, such administrative help and such other facilities and services as the Board shall determine to be suitable to the Superintendent's position and adequate for the performance of the Superintendent's duties as outlined in this Contract.

13. Release of Personnel Information. The Board acknowledges and agrees that the Open Public Records Act and case law interpreting it governs disclosure of personnel records. Pursuant to the Open Public Records Act, the only personnel information in connection with the Superintendent's employment with the District which is deemed public is (1) his name; (2) title; (3) salary; (4) payroll record; (5) length of service; (6) position; (7) date of separation from government service and reason; (8) amount and type of pension received; (9) data indicating conformity with specific experiential, education and medical qualification required for employment or receipt of public pension (exclusive of detailed medical or psychological information). All other information, except as otherwise provided by law, is deemed confidential and shall not be

released to the public absent a written release by the Superintendent, or by a lawful order of a court of competent jurisdiction.

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 in the file. The Superintendent shall be entitled to have a representative accompany him during any 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 and subject to the requirements of the New Jersey Open Public Records Act and the New Jersey Records Destruction Act, 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 he 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.

14. **Conflicts.** In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies, or any permissive State or Federal law, then unless prohibited by law, the terms of this Employment Contract shall control over the contrary provisions of the Board's policies or any permissive law during the term of the Contract.

15. **Severability.** It is the intention of the parties that the terms and conditions of this Contract shall be consistent and in full compliance with the provisions of N.J.S.A. 18A:1-1 et seq., the laws of the State of New Jersey and the rules and regulations of the New Jersey Department of Education. This Contract shall be construed accordingly. If any provision of this Contract is determined by any court or reviewing agency to be invalid or inconsistent with the law, it is the intention of the parties that all valid provisions which are severable from the invalid provisions shall remain in effect and that this Contract shall continue to be effective to the full extent that it is consistent with the law.

16. **Amendments.** No amendments or additions to this Contract shall be binding upon the parties unless in writing and signed by both parties.

17. **Notices.** All notices under this Agreement shall be in writing and shall be deemed to be made if such notice shall be sent by hand-delivery, by email, or if by certified mail, return receipt

requested; or by overnight courier service such as Federal Express which shall be considered delivered upon receipt of delivery, and addressed as follows:

To the Superintendent:

At the home address of the Superintendent
on file with the Board's Business Office

To the Board of Education:

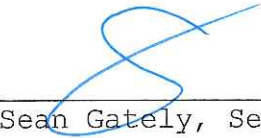
Attention: Board Secretary
131 Evergreen Road
New Egypt, New Jersey 08533

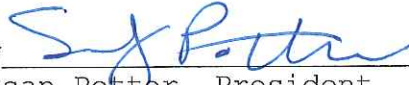
18. Entire Agreement. This Contract contains the entire understanding of the parties and there are no representations, warranties, covenants, promises or undertakings other than those expressly set forth herein. This Contract is intended to be binding on the successors, assigns and legal representatives of the parties hereto.

IN WITNESS WHEREOF, the parties have hereto executed this Contract the day and year first above written.

ATTEST:

PLUMSTED TOWNSHIP BOARD OF EDUCATION


Sean Gately, Secretary

By 
Susan Potter, President

WITNESS:


David Ytreboe,
Superintendent

