LACEY TOWNSHIP BOARD OF EDUCATION
ACTING SUPERINTENDENT EMPLOYMENT CONTRACT

THIS AGREEMENT, made on this 19th day of February, 2026, by and between:

THE BOARD OF EDUCATION OF THE LACEY TOWNSHIP SCHOOL DISTRICT, located at 200 Western Boulevard, Lanoka Harbor, Lacey Township, Ocean County, State of New Jersey (hereinafter referred to as the "Board" or "District") and **WILLIAM W. ZYLINSKI,** (hereinafter referred to as "Acting 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 Acting Superintendent agree and acknowledge the following:

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

B. The Board wishes to employ William W. Zylinski as Acting Superintendent of Schools for the period of July 1, 2026 until such time as his services in this capacity are no longer required by the Board but no later than June 30, 2027.

C. William W. Zylinski desires to accept such employment and does hereby accept such employment for the period of July 1, 2026 until such time as his services in this capacity are no longer required by the Board but no later than June 30, 2027, upon the terms and conditions hereinafter set forth which terms and conditions the Board and the Acting 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.

D. The Board and the Acting Superintendent 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 and the Commissioner, if any.

E. The Board and the Acting 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 Acting 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 Acting 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.

G. The parties expressly agree that if Mr. Zylinski is no longer performing the function of Acting Superintendent, he shall be returned to his position of Assistant Superintendent, at a salary of $195,450 (prorated) for the remainder of the 2026-27 school year and all other terms and conditions of Mr. Zylinski's employment contract between the parties dated June 18, 2024 as Assistant Superintendent shall remain in full force and effect.

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 shall commence on July 1, 2026 until such time as his services in this capacity are no longer required by the Board but no later than 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 Acting Superintendent represents to the Board and the Board accepts the Acting Superintendent's representation that the Acting Superintendent possesses a Standard School Administrative Certificate with School Administrator Endorsement from the New Jersey Department of Education (the NJDOE). -

   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 Acting Superintendent's Certification(s) allowing the Acting Superintendent to serve as a Acting Superintendent is/are revoked, this Contract shall be null and void as of the date of the revocation. The Acting Superintendent shall provide official course transcripts for all earned postsecondary degrees to the Board of Education. The transcripts shall be kept on file in the Board office.

   b. **Responsibilities/Duties** The Acting Superintendent agrees to perform faithfully the assigned duties for the Board as described by the laws of the State of New Jersey, 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.

      i. In accordance with N.J.S.A. 18A:17-20, the Acting Superintendent shall be the chief executive and administrative officer of the Board and shall have general supervision over all aspects, including the fiscal operations and the instructional programs, of the schools of the Lacey Township

School District under rules and regulations prescribed by the State Board of Education. The Acting Superintendent shall keep the Board 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 Acting Superintendent shall have such other powers and perform such other duties as may be prescribed by the Board.

ii. The Acting 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 Acting Superintendent shall have no vote.

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

iv. The Acting Superintendent shall arrange the administrative and supervisory staff of the District including instruction and business affairs, which in the Acting Superintendent's judgment, best serve the District. The Acting 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 Acting Superintendent, and subject to applicable Board policies and directives. The Board shall not withhold its approval of any Acting 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.

v. The members of the Board, individually and collectively, shall refer to the Acting Superintendent all criticisms, complaints and suggestions concerning the operation and management of the District called to their attention. The Board will not take action on any such criticisms, complaints, and/or suggestions until they are discussed by the Board members at a scheduled meeting of the Board and a consensus sought to direct the Acting Superintendent to study, recommend, or take action.

vi. The Acting Superintendent shall devote the Acting Superintendent's full time, skills, labor, and attention to his employment during the term of this Contract. The Acting Superintendent shall not undertake consultative work, speaking engagements, writing, lecturing, or other professional duties with or without compensation without prior written notice to the Board. The Acting Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation with prior notice to the Board and provided the Acting Superintendent is able to perform all his responsibilities and duties required by this Contract. Should the Acting Superintendent be permitted to engage in such outside activities on weekends, during vacation time or at other times when the Acting Superintendent is not required to be present in the school district, the Acting Superintendent shall retain any honoraria paid. The Acting Superintendent shall notify the Board President in the

event the Acting 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 Acting Superintendent in accordance with the provisions in this Contract governing Acting Superintendent time off. The parties recognize that the demands of the Acting Superintendent's position require devotion to the duties of Acting Superintendent and require the Acting Superintendent to work long and irregular hours and occasionally may require that the Acting Superintendent attend to district business outside of the district.

vii. 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 the Acting Superintendent 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 or where the Acting Superintendent has a conflict of interest), and all committee meetings of the Board, and shall serve as advisor to the Board and to Board committees on all matters affecting the District

viii. The Acting 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.

ix. The Acting Superintendent shall 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 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.

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

xi. All duties assigned to the Acting Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Acting 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 Acting 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. The Board shall not substantially increase the duties of the Acting Superintendent by assigning the Acting Superintendent the duties or responsibilities of another position or title unless the parties agree to an increase in the Acting Superintendent's compensation commensurate with the increase in duties and subject to compliance with any laws or regulations governing Acting Superintendent compensation.

xii. 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 Acting Superintendent to discuss the Contract negotiations with the Acting Superintendent as well as the Acting Superintendent's performance. In the event the Board intends to take action in public regarding the Acting Superintendent's employment including adverse public action, the Board shall not hold any discussion regarding the public action unless the Acting Superintendent is given written notice at least forty eight (48) hours in advance (unless in the case of an emergency) and the Acting Superintendent is permitted the opportunity to address the Board in any such closed session held to discuss the public action, provided the Acting Superintendent is available to participate, and is permitted to have a representative of the Acting Superintendent's choosing speak on the Acting Superintendent's behalf. The Board shall not hold any discussions of 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 pursuant to the Open Public Meetings Act.

3. **Salary** The Board and Acting Superintendent agree and acknowledge that the annual base salary (annual base salary) for the Acting Superintendent will be $225,000.

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

b. **No Reduction in Salary/Compensation** During the term of this Contract, the Acting Superintendent shall not be reduced in compensation except as may be provided by law.

c. The parties expressly agree that if Mr. Zylinski is no longer performing the function of Acting Superintendent, he shall be returned to his position of Assistant Superintendent, at a salary of $195,450 (prorated) for the remainder of the 2026-27 school year.

d. The salary that Mr. Zylinski receives while performing duties of the position of Acting Superintendent shall in no way impact the granting of any pay raise(s) Mr. Zylinski would otherwise receive on or about July 1, 2026, or the beginning of any school year thereafter, when he reverts to the position of Assistant Superintendent.

4. **Benefits in Addition to Salary**

a. **Medical Benefits** The Board shall provide the Acting Superintendent with, and pay the premiums for, individual and family coverage in the School Employees' Health Benefits Program (NJ Direct 15), its successor plan, or its equivalent (dependent as defined in the current plan coverage to age 26). The Board shall pay the full cost, less any employee contribution as mandated by N.J.S.A. 18A:16-17 (P.L. 1979. c 391), or as required by N.J.S.A. 18A:16-13.2 (P.L. 2020, c.44) for employee elected health coverage.

The Acting Superintendent may waive coverage in any of the health benefits plans if the Acting Superintendent is covered through the health plan of the Acting Superintendent's 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 has been established by the Board for other certified employees of the Board.

b. **Prescription Coverage** The Board shall provide the Acting Superintendent with a prescription program providing full family coverage as provided by Benecard Trust RX Grp:2238. The Board shall pay the full cost, less any employee contribution as mandated by N.J.S.A. 18A:16-17 (P.L. 1979. c 391), or as required by N.J.S.A. 18A:16-13.2 (P.L. 2020, c.44) for employee elected health coverage.

c. **Dental Insurance** The Board shall provide the Acting Superintendent with a program of dental care providing full family coverage provided by Delta Dental.

d. **Statutory Annuity Salary Reduction Program** The Acting Superintendent shall have the right at any time prior to the commencement of, or at any time during the Acting Superintendent 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.

e. **Vacation/Holidays**

i. On July 1st of each school year, the Acting Superintendent shall receive twenty-nine (29) work days of vacation with pay annually (prorated for any partial year) which days shall be exclusive of school holidays. Unused vacation days may be accumulated and aggregated beyond each Contract year for a period up to one Contract year where required by business demands pursuant to NJSA 18A:30-9.1. The Board, through the Business Administrator's office, shall be responsible for maintaining written documentation of the Acting Superintendent's earned and accrued vacation days. The parties agree that vacation days are fully awarded on July 1st of each school year.

The Acting Superintendent shall be entitled to all holidays and break periods as are provided to other administrative staff during the school year with pay. When school is not in session during the summer, the Acting Superintendent shall receive the following days as holidays with pay: Independence Day (July 4) and Labor Day.

ii. Except as otherwise provided, the Acting 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 Acting Superintendent. The Acting Superintendent may take vacation days during the school year when school is in session with the notice to the Board President as single days, half-days, or in the event of an emergency. If the Acting Superintendent

wishes to take more than three (3) consecutive vacation days during periods when school is in session, the Acting Superintendent shall request permission from the Board President no less than fourteen (14) calendar days prior to the date such vacation is proposed to commence. Vacations shall be taken by the Acting Superintendent with the understanding by the Acting Superintendent and the Board that the Acting Superintendent is expected to attend to the business of the District as required for the smooth and efficient operation of the District.

iii. The Board, through the Business Administrator's office, shall be responsible for maintaining written documentation of the Acting Superintendent's earned and accrued vacation days. The Acting Superintendent shall document the use of accrued vacation days with the Business Administrator.

iv. Upon separation from employment, the Board shall pay the Acting Superintendent for his earned but unused vacation time at the Acting Superintendent's daily rate of pay. The daily rate of pay is calculated as Annual Salary ÷ 260 at the time of separation. The payment shall occur within thirty (30) days of the Acting Superintendent's last day of employment. If the Acting Superintendent dies before this Employment Contract term is completed, payment for accumulated but unused vacation days (but not for accumulated unused sick days) shall be made to the Acting Superintendent's estate or Acting Superintendent's named beneficiary.

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

f. **Sick Leave and Personal Days**

i. The Acting Superintendent shall receive no less than twelve (12) sick days leave annually. The unused portion of sick days, at the end of any year, shall be cumulative in accordance with the provisions of Title 18A.

ii. The Board acknowledges and agrees that as of June 30, 2021, the Acting Superintendent earned and accrued one hundred sixty (160) sick days during the course of his employment as district supervisor and a member of the Lacey Township Administrators Association (LTASA). Upon retirement, the Board shall pay him the greater of the following:

(1) the dollar value of the Acting Superintendent's earned unused sick days as of June 30, 2021 as a member of the LTASA in accordance with the formula of the current contract between the Board and the LTASA of (2020-2021 annual salary of $160,323 x 1/240=668.01 per day x 160 days = $106,880); or

(2) $15,000.00.

Subject to the foregoing formula, sick leave days earned and accrued as of June 30, 2021 shall be compensable upon the Acting Superintendent's

retirement at a per diem value of 1/240th of his annual salary for the 2020-2021 school year of $160,323. Subject to the foregoing formula, sick leave days earned and accrued after June 30, 2021 shall be compensable upon the Acting Superintendent's retirement at a per diem value of 1/260th of the Acting Superintendent's annual salary at the time of his retirement. Any unused accrued sick leave shall be paid to the Acting Superintendent upon retirement within 3 years after retirement.

iii. The Acting Superintendent is granted three (3) personal days each year. If any personal days are unused at the end of the year, they shall convert to sick days for the following year.

g. **Bereavement Leave** The Acting 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 Acting 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 Acting 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.

h. **Professional Meetings** The Acting Superintendent may attend appropriate local and state professional meetings with the approval of the Board. The expenses of approved attendance shall be paid by the District. The Acting Superintendent shall be permitted to attend conferences to include state and national conferences annually with Board of Education approval. Approval by the Board shall be consistent with the requirements of N.J.S.A. 18A:11-12 and applicable provisions of N.J.A.C. 6A:1-1 et seq.

i. **Professional Dues**

   i. The Acting Superintendent shall be entitled to the payment by the Board of professional dues and membership fees for membership in the New Jersey Association of School Administrators and other professional associations in an amount up to one and one-half percent of the Acting Superintendent's annual base salary.

   ii. The Acting 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 Acting Superintendent may incur while discharging the duties of Acting 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 Acting Superintendent in the District, the Acting Superintendent shall be entitled to attend the fall New Jersey School Boards Association Workshop and Convention, and the spring conference of the New Jersey Association of School Administrators. 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. The Board shall pay for all state-mandated continuing education.

iii. Any amount that will cause the total membership fees and other costs per annum contemplated by this section to exceed Five Thousand Dollars ($5,000.00) will require specific, advance, formal Board approval.

j. **Publications** The Acting 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.

k. **Automobile Use Reimbursement** In light of the unique nature of the Acting Superintendent's responsibilities, the Acting Superintendent shall be reimbursed for actual mileage when using the Acting Superintendent's personal vehicle for Board business at the rate annually established by the New Jersey OMB circular

(the State rate). The Acting Superintendent shall follow Board policy in supplying the necessary documentation when seeking reimbursement.

l. **District Owned Equipment** The Acting Superintendent shall have the right to use such District owned office and personal communication equipment as may be necessary for the Acting Superintendent to perform the Acting Superintendent's functions. The Board acknowledges that such equipment may be used personally by the Acting Superintendent but with no expense to the Board. The Acting Superintendent also acknowledges that any use by the Acting Superintendent shall not be for criminal purposes and shall be subject to all 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 Acting Superintendent. The District shall provide the Acting Superintendent with a laptop or iPad (tablet notebook, whichever device is available) and a "Smartphone" such as an iPhone.

5. **Documentation/Record Keeping** The Acting 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 Acting 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 Acting Superintendent and Board shall periodically review the record of the Business Administrator to ensure correctness.

6. **Professional Liability** The Board 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 individually or in the Acting Superintendent's

official capacity as agent or employee of the Board, provided the matter giving rise to such claim arose while the Acting Superintendent was acting within the scope of the Acting Superintendent's employment; and as such, liability insurance coverage is within the authority of the Board to provide pursuant to Title 18A.

7. **Board Goals and Objectives** The goals and objectives shall be reduced to writing and be amongst the criteria by which the Acting Superintendent is evaluated, as hereinafter provided. If the parties have not already done so then on or prior to September 1, 2026, and September 1 of each succeeding school year, the Board and Acting Superintendent will meet to mutually establish the Board's goals and objectives for the next succeeding school year (September 1 through the following June 30), in the same manner, and with the same effect, as described in this section. The Acting Superintendent shall update the Board on the status of the Board's goals and objectives periodically but no less than during the month of February of each Contract year.

8. **Evaluation**

    a. The Board shall evaluate the performance of the Acting Superintendent at least once a year. Each evaluation shall be in writing with a copy provided to the Acting Superintendent and the Acting Superintendent and the Board shall meet to discuss the findings on or before June 30th. The Board may meet in closed session to discuss the evaluation and the Acting Superintendent's performance. The evaluations 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 Acting Superintendent as set forth in the job description for the position of Acting

Superintendent and such other criteria as the State Board of Education or the New Jersey Commissioner of Education shall prescribe by regulation. The Acting Superintendent shall propose a schedule for evaluation to the Board President by March 1 of each year which shall include any scheduling required by this Contract.

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

c. On or before July 1 of each year, the Board and Acting Superintendent shall meet in closed, executive/private session for the purpose of mutual evaluation of the Board and Acting Superintendent. Before final action to approve the annual evaluation, the Board shall supply the Acting Superintendent with a copy of the Acting 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 each respective school year.

d. In the event the Board determines that the performance of the Acting 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 Acting Superintendent's performance to be less than satisfactory. The Acting Superintendent shall have the right to respond in writing to the evaluation. This evaluation response shall become a permanent attachment to the Acting Superintendent's evaluation. During or before September of each year, the Acting Superintendent and the Board shall meet to review the evaluation format and to mutually determine the evaluation format to be used.

9. **Continuing Education** The Board encourages the continuing professional growth of the Acting Superintendent through participation in course work as approved by the Superintendent of Schools at appropriately accredited educational institutions. Upon approval of the course work by the Superintendent of Schools, the Acting Superintendent shall be reimbursed by the Board in an amount equal to seventy five percent (75%) of the cost of tuition and fees for the attendance and participation in such coursework. Course work for which tuition reimbursement is requested and approved will culminate in the acquisition of a graduate degree conferred by a duly accredited institution of higher education as defined in N.J.A.C. 6A:9-2.1. In addition, the Board shall pay for all state-mandated continuing education to permit development and maintenance of the Acting Superintendent professional growth plan.

10. **Termination of Employment Contract** This Contract shall terminate, the Acting Superintendent's employment shall cease, and no salary shall thereafter be paid to the Acting Superintendent, under any one of the following circumstances:

a. The Board of Education hires a Superintendent

b. 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:17-15.1;

   i. Forfeiture under N.J.S.A. 2C: 51-2;

   ii. Mutual agreement of the parties;

   iii. Notification in writing by the Board to the Acting Superintendent, one hundred and fifty (150) days prior to the expiration of this Employment Contract of the Board's intent not to renew the Acting Superintendent's Contract;

   iv. Fraudulent misrepresentation by Acting Superintendent of employment history, educational and professional credentials, and criminal background, subject to N.J.S.A 18A:6-10, et seq; or

   v. Notification in writing of the Acting Superintendent's intent to resign by the Acting Superintendent to the Board at least one hundred twenty (120) calendar days prior to the resignation of the Acting Superintendent by filing the notice with the Board's Business Administrator.

c. 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 the Acting Superintendent pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment.

Nothing in this section B. shall affect the power of the Board to certify contractual tenure charges.

d. 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.

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 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 Acting Superintendent of the performance of the Acting Superintendent's duties in accordance with N.J.S.A. 18A:27-9, so long as the Board continues to pay the Acting 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.

f. In the event the parties agree to terminate this Contract prior to its expiration date, and to relieve the Acting Superintendent from the actual performance of his duties upon the approval of the Commissioner of Education, the Board shall compensate the Acting 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 of the Acting Superintendent. It is understood that the Acting Superintendent must make a good faith effort to find other employment elsewhere as soon as possible and prior to the expiration date of this Contract. The salary received by the Acting Superintendent in such other employment shall be

deducted from the payments to be made by the Board to the Acting Superintendent. Insurance benefits will be adjusted to reflect coverage, if any, in the other employment obtained by the Acting Superintendent.

g. **Pre-existing Tenure Rights** Pursuant to N.J.S.A. 18A:17-20.4, the Acting Superintendent retains all tenure rights accrued in the position of Assistant Superintendent and all other positions which he previously held in the District. The Acting Superintendent shall also continue to accrue seniority in all positions in which he achieved tenure in the District. The Acting Superintendent shall have the right to assert all tenure and seniority rights in the event that the Board does not renew the Acting Superintendent for any reason.

h. **Tenure as Assistant Superintendent** The Acting Superintendent has achieved tenure as an Assistant Superintendent as of July 2, 2023.

11. **Release of Personnel Information**

a. 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 personal information in connection with the Acting 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 Acting Superintendent, or by a lawful order of a court of competent jurisdiction.

b. 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 in the file. The Acting Superintendent shall be entitled to have a representative accompany the Acting Superintendent during any review. At least once every year, the Acting Superintendent shall have the right to indicate those documents and/or other materials in the Acting Superintendent's file that the Acting 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 Acting Superintendent shall be destroyed.

c. No material derogatory to the Acting Superintendent’s conduct, service, character, or personality shall be placed in the Acting Superintendent's personnel file unless the Acting Superintendent has had an opportunity to review the material. The Acting Superintendent shall acknowledge that the Acting Superintendent has had the opportunity to review such material by affixing the Acting 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 Acting Superintendent shall also have the right to submit a written answer to such material.

12. **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.

13. **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.

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

15. **Notices** All notices under this Agreement shall be in writing and shall be deemed to be made if such notice shall be sent by facsimile, which facsimile notice shall be considered delivered upon sending only if there is printed confirmation of the delivery to the recipient facsimile number; or if by certified mail, return receipt requested, which shall be considered delivered three days after sending; or by overnight courier service such as Federal Express which shall be considered delivered upon receipt of delivery; or by hand delivery and addressed as follows:

To the Acting Superintendent:

200 Western Boulevard
Lanoka Harbor, New Jersey 08734

To the Board of Education:

Attention: School Business Administrator
200 Western Boulevard
Lanoka Harbor, New Jersey 08734

16. **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: LACEY TOWNSHIP BOARD OF EDUCATION

_____	_____
William W. Zylinski	Kimberly S. Klaus, Jr., BOE President
_____	_____
Constance Stewart, Interim BOE Secretary Witness	Steve Gouin, BOE Vice President