EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT is made and entered into this 15th day of January by and between the **BYRAM TOWNSHIP BOARD OF EDUCATION,** with offices located at 12 Mansfield Drive, Stanhope, New Jersey 07874 (hereinafter "the Board")

and

KURT CERESNAK, whose position is to be the Superintendent of Schools {hereinafter "Superintendent").

WITNESSETH

WHEREAS the Board desires to employ the Superintendent as the Superintendent 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 currently the holder of a certificate of eligibility allowing him to be appointed to the position;

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

1. TERM

The Board hereby agrees to employ Kurt Cersenak as the Superintendent of the Byram Township School District for the period beginning on or about March 14, 2025 (or as soon thereafter as he is released by his current employer) and ending at 11:59 p.m. on June 30, 2029. Any renewal, extension, or modification of this Contract shall comply with the notice provisions of *P.L.2007, c. 53, The School District Accountability Act* and *N.J.A.C.* 6A:23A-3.1, *et seq.*

2. CERTIFICATION AND RESPONSIBILITIES

A. Certification:

The Superintendent shall maintain a current and valid certificate issued by the New Jersey Department of Education for the position. In the event the Superintendent's certificate issued by the Department of Education is revoked, this Employment Contract is null and void as of the date of the certificate revocation.

The Superintendent further agrees to keep himself apprised of and comply with all other legal requirements and Board policies regarding the employment of the Superintendent.

B. Duties:

The Superintendent shall have general supervision over the schools and all attendant powers and duties as set forth by law. The Superintendent shall:

a. faithfully perform the duties of the Superintendent of Schools for the Board and serve as the chief school administrator and executive in accordance with the laws of the State of New Jersey, rules and regulations adopted by the State Board of Education, and policies which are adopted from time to time by the Board. The specific job description adopted by the Board, applicable to the position of Superintendent of Schools, is incorporated into this Employment Contract and shall be followed by the Superintendent.

b. except as otherwise provided herein, devote his full time, skills, labor, and attention to this employment during the terms of this Employment Contract, provided that the Superintendent may, with prior notice to and approval of the Board, undertake consultative work, speaking engagements, writing, teaching, lecturing, or other professional duties and obligations which do not interfere with his full-time responsibilities as Superintendent, and which do not impact the District negatively. The Board understands and agrees that the Superintendent shall be permitted to continue working as an adjunct professor so long as it does not interfere with his day-to-day duties.

c. carry out the administration of instruction and business affairs of the district, with the assistance of staff, in accordance with the legal obligations required by law and the responsibilities as outlined above, including the job description.

d. recommend the selection, placement, appointment, reappointment, non-renewal, and transfer of personnel, subject to the approval of the Board in accordance with the responsibilities as outlined above and subject to applicable Board policies and directives.

e. investigate and make recommendations with respect to all criticism and complaints, which the Board, either individually or collectively, may refer to him in accordance with the responsibilities outlined above

f. attend appropriate professional meetings and conferences as a representative of the Board. The expenses incurred in connection with such meetings shall be subject to the provisions herein regarding reimbursement for professional expenses incurred by the Superintendent.

g. structure his working day and organization to ensure that all duties are performed and obligations met.

h. assume responsibility for the administration of the affairs of the School District, including but not limited to programs, personnel, and fiscal operations, instructional programs, and all duties and responsibilities therein will be performed and discharged by the Superintendent or by staff at the Superintendent's direction.

i. have a seat on the Board and 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 and all committee meetings thereof and shall serve as advisor to the Board and said committees on all matters affecting the School District.

j. suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with the law and/or for the well-being of the School District.

k. 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.

l. Report to the Board of Education and adhere to directions from the Board of Education consistent with the performance and legal obligations herein.

All duties assigned to the Superintendent should be appropriate and consistent with the superintendent's professional role and responsibility. They shall be set by Board policy and in the superintendent's job description, which may be modified from time to time, consistent with the intent set forth above.

The Board shall not substantially increase the duties of the Superintendent by assigning him the duties or responsibilities of another position or title unless the parties agree upon additional compensation commensurate with such increase in duties, and the additional compensation is reflected in an addendum to this Employment Contract, and such addendum has been approved by the Executive County Superintendent.

3. PROFESSIONAL GROWTH OF THE SUPERINTENDENT

The Board encourages the continuing professional growth of the Superintendent through his participation as he might decide, in light of his responsibilities as the Superintendent, in the following ways:

a. The operations, programs, and other activities conducted or sponsored by local, state and national school administrator and/or school board associations, including but not limited to conferences, conventions, and workshops;

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

c. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the Board;

d. Visits to other institutions; and

e. Other activities promoting the professional growth of the Superintendent:

Expenses for meals, lodging, registration, and transportation for conventions of recognized educational associations, workshops, seminars, and institutes to enhance the Superintendent's knowledge and expertise in the field of education and administration shall be paid for/reimbursed by the Board in accordance with law at the rate of up to Three Hundred Dollars ($300.00) per day and an annual maximum reimbursement amount of up to Three Thousand Dollars ($3,000.00) per school year. Such payments or reimbursements shall be made in accordance with OMB travel circular provisions, the general requirements of N.J.S.A. lSA:11-12, Board policy, and upon prior approval of the Board. The Superintendent shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement.

The parties agree that the Superintendent shall be entitled to attend the annual NJSBA Workshop and Convention, the annual conference of the NJASA, the annual Techspo conference, and the annual AASA conference and shall be entitled to reimbursement for such expenses in accordance· with the provisions set forth above.

The Board shall pay for all state-mandated continuing education. The Board shall provide the Superintendent with appropriate leave time to attend the N.J.A.S.A. School Administrators' Residency Program (SARP) and pay for or reimburse the Superintendent for the costs associated with such attendance at the SARP and the State-required Superintendent mentoring at a cost of $4,250.00. Any payments or reimbursements shall be made in accordance with Board policy.

4. COMPENSATION

A. Salary:

For the 2024-2025 school year, the Board shall pay the Superintendent an annual salary of One Hundred Fifty-Six Thousand Dollars ($156,000.00), prorated to $46,100.00 for the 2024-2025 school year. For the 2025-2026 school year and each school year thereafter, the Superintendent shall receive a three percent (3%) increase in his salary.

The Superintendent's annual base salary shall be payable periodically in accordance with the Board's payment schedule for professional staff.

B. Other Provisions:

During the term of this Employment Contract, including any extension thereof, the compensation and/or benefits of the Superintendent shall not be reduced.

The Superintendent shall have the right 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.

5. **BENEFITS**

A. Vacation Days/Holidays/Personal Days/Bereavement:

For the 2024-2025 school year, the Superintendent shall be granted twenty (20) vacation days annually, calculated and prorated on an annualized basis. All of these days shall be available to the Superintendent at the start of his employment but prorated based on the school days remaining in the 2024-2025 school year.

For the 2025-2026, 2026-2027, 2027-2028, and 2028-2029 school year, the Superintendent shall be granted twenty (20) vacation days annually, calculated and prorated on an annualized basis, all of which shall be available to the Superintendent on July 1st

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The Superintendent shall take his vacation time after giving the Board President reasonable notice. 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 Board encourages the Superintendent to take his full vacation allotment each year. However, if

business demands prohibit the Superintendent from using all of his allotted vacation days in a given year, he may carry over up to ten (10) unused vacation days to be used during the next year pursuant to law. Except upon separation from employment, vacation days carried over from the previous year that are not used shall be forfeited.

The Superintendent shall be entitled to time off with pay for all holidays and school recesses granted to other administrators in the District. However, the Superintendent shall be required to report to work during the spring recess unless he uses paid leave time.

For the 2024-2025 school year, the Superintendent shall be granted four (4) personal days annually, without loss of salary, calculated and prorated on an annualized basis, all of which shall be available to the Superintendent at the start of the Employment Contract. For the 2025-2026, 2026-2027, 2027-2028, and 2028-2029 school years, the Superintendent shall be granted four (4) personal days annually, without loss of salary, calculated and prorated on an annualized basis, all of which shall be available to the Superintendent on July 1st. Personal days may be used to attend to personal business during the school day. Personal days may be taken during the school year with the prior permission of the Board President. As much advance notice as possible of the request to take personal time will be given. Personal day usage shall be reflected on time-off slips filed with the Board Secretary. Personal days are non-cumulative and non-reimbursable.

The Superintendent shall be entitled to five (5) days of leave per incident, without loss of pay due to the death of his father, mother, wife, partner in a civil union, brother, sister, father-in-law, mother-in-law, son, daughter, grandchild, or any person permanently living with the Superintendent. The Superintendent shall be entitled to two (2) days of leave per incident, without loss of pay due to the death of a sister-in-law, brother-in-law, aunt, uncle, or other near relative.

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

B. Health Benefit:

The Board shall provide health benefits coverage for the Superintendent and his spouse and dependents, as may be applicable. The Superintendent shall be responsible for contributing the maximum amount established by law, in conjunction with Board policies and practices, toward the payment of health benefit premiums. The contribution shall be made through payroll deduction.

This benefit shall in no way link this Employment Contract with any agreement collectively negotiated with other District employees.

The Superintendent may waive coverage in any of the health benefits plans if covered through a spouse's, civil union, or domestic partner's health plan, and in accordance with procedures established by the Board, If the Superintendent waives full health benefits coverage, he shall be paid a waiver payment of $6,000.00 (Six Thousand Dollars) for the year. The annual waiver payment of $6,000.00 shall be prorated if coverage is waived for less than one year.

C. Sick Leave:

For the 2024-2025 school year, the Superintendent shall be provided twelve (12) sick days annually, calculated and prorated on an annualized basis, all of which shall be available to the Superintendent at the start of his employment. For the 2025-2026, 2026- 2027, 2027-2028, and 2028-2029 school years, the Superintendent shall be provided twelve (12) sick days annually, calculated and prorated on an annualized basis, all of which shall be available to the Superintendent on July 1st. The unused portion of such leave at the end of any year shall be cumulative. Unused sick leave may accumulate from year to year and shall not be eligible for compensation. Any such payment shall be made by the Board within thirty (30) days of the Superintendent's last day of employment.

Upon commencing employment, the Board shall provide the Superintendent with a sick leave bank of six (6) sick days which shall be available for the Superintendent's use for the period from March through June 2025. On July 1, 2025, if not used, these sick days shall be forfeited.

D. Membership Fees:

The Board shall pay one hundred (100%) percent of the Superintendent's membership fees and/or charges to the American Association of School Administrators; the New Jersey Association of School Administrators; the Sussex County Association of School Administrators; and/or other professional/civic groups at the option of the Superintendent, upon the prior approval of the Board, which the Superintendent deems necessaly to maintain and/or improve his professional skills.

E. Subscriptions:

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

F. Expense Reimbursement:

The Board shall reimburse the Superintendent for job-related expenses, including travel and sustenance, incurred in the performance of the Superintendent's duties under this Employment Contract in accordance with law. Mileage shall be paid from mileage vouchers according to "New Jersey Office of Management and Budget" rates per mile. The Superintendent shall be reimbursed for expenses pursuant to Board policy, upon prior approval of the Board, and pursuant to law.

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

G. Computer:

The Board shall supply the Superintendent with the use of a new laptop computer/iPad (with Internet access) at a cost not to exceed $1,228.00, which are the property of the Board and shall be returned to the District at the end of the Superintendent's employment with the District. The Board shall be responsible for all maintenance and software updates associated with the laptop computer. The laptop computer/iPad shall be replaced as necessary. Incidental personal use of the devices by the Superintendent shall be permitted.

H. Cell Phone:

The Board shall supply a school cell phone, if desired, at a cost of $650.00 per year, prorated to $216.00 for the 2024-2025 school year. If a school cell phone is not desired, the board shall reimburse the Superintendent for the use of his personal cell phone at a rate of up to $650.00 per year, prorated to $216.00 for the 2024-2025 school year.

I. Indemnification:

The Board shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits actions and legal proceedings of any kind brought against the Superintendent in his capacity as an agent and/or employee of the Board. If, in the good faith opinion of the Superintendent, a conflict exists in regard to the defense of any claim, demand or action brought against him, and the position of the Board in relation thereto, the Superintendent may engage his own legal counsel, in which event the Board shall indemnify the Superintendent for the costs of his legal defense. The Board shall maintain liability coverage for the Superintendent in a face amount of at least $1 million, including employment practices liability coverage.

6. SEPARATION FROM SERVICE OR RETIREMENT

A. Accumulated Unused Sick Days:

Upon the Superintendent's retirement from employment with the District, and a minimum of 15 years of continuous service with the District, the Board will pay up to One Hundred Fifty (150) unused, accumulated sick days earned while an employee of the Board. Payment shall be calculated at the rate of One Hundred Dollars ($100.00) per day. Pursuant to law, payment shall not exceed Fifteen Thousand Dollars ($15,000.00). The payment shall be made in a lump sum within thirty (30) days following the Superintendent's last day of employment.

B. Accumulated Unused Vacation Days:

Upon the Superintendent's separation from service with the District or retirement from employment with the District, the Board shall reimburse the Superintendent for up to thirty (30) accumulated unused vacation days earned while an employee of the Board, in accordance with law. Payment shall be calculated at the Superintendent's daily rate of pay based upon a 260-day work year following his last day of employment with the District. Payment by the Board to the Superintendent shall be made within thirty (30) days of the Superintendent's last day of employment.

C. Payment to Estate:

If the Superintendent dies before his Employment Contract year is completed, payment for any accumulated unused vacation days due to the Superintendent shall be made to his estate in accordance with law.

7. EVALUATION

The Board shall evaluate the performance of the Superintendent on or before June 30th in accordance with law, including statutes, regulations, and Board policy relating to the Superintendent's evaluation. Each annual evaluation shall be in writing and shall represent a majority of the Board. The Board and the Superintendent shall meet to review the Superintendent's performance and establish performance goals for the following school year. Each evaluation shall be in writing, and prior to finalization, a copy shall be provided to the Superintendent. The Board and the Superintendent shall meet to discuss the findings. The evaluation shall include areas of commendation and recommendation and shall provide direction as to any aspects of performance that are in need of improvement. The evaluations shall be based upon the goals and objectives of the District and the Board of Education, which shall include the encouragement of student achievement, the responsibilities of the Superintendent as set forth in his job description, the District's placement on the NJQSAC continuum and provide for such other criteria as the State Board of

Education shall by regulation or guidance prescribe.

The Board may meet in closed session to discuss the evaluation and the Superintendent's performance where a Rice notice has been served upon the Superintendent, giving notice that the Superintendent's employment will be discussed in closed session, and the Superintendent has not requested that the meeting be conducted in public.

It shall be the Board's responsibility to ensure the completion of the annual evaluation of the Superintendent. The evaluation format shall be developed and approved jointly by the Board and the Superintendent within ninety (90) days of the Superintendent commencing employment with the Board. On or before June 30 of the 2024-2025, 2025-2026, 2026-2027, 2027-2028, and 2028-2029 school years, 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.

8. EXTENSION OF EMPLOYMENT CONTRACT

Except as otherwise provided by law, any extension of this Employment Contract shall be by mutual agreement of the parties and must be set forth in a written agreement signed by the parties.

9. TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated by:

A. Mutual agreement of the parties;

B. Unilateral termination by the Superintendent upon ninety (90) days written notice to the Board;

C. In the event that the Superintendent's certificate is revoked, this Employment Contract shall become null and void as of the date of revocation; or

D. Actions consistent with law, N.J.S.A. 18A:17-20.2; or

E. Notification in writing by the Board to the Superintendent at least One Hundred eighty (180) days prior to the expiration of the Employment Contract of the Board's intent not to renew this Employment Contract.

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

Nothing in this Employment Contract shall affect the Board's rights with regard to suspension

under N.J.S.A. 18A:6-8.3 and applicable case law.

10. COMPLETE AGREEMENT

This Employment Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties and upon the prior approval of the Executive County Superintendent.

11. CONFLICTS

In the event of any conflict between the terms, conditions, and provisions of the Board's policies or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Employment Contract.

12. MODIFICATION

The terms and conditions of this Employment Contract shall not be modified except by the written consent of both Parties hereto and after review and approval by the Executive County Superintendent. Any amendments to this Employment Contract shall not create a new Employment Contract or contract term but shall only constitute an amendment to the existing Employment Contract.

13. SAVINGS CLAUSE

This Employment Contract shall be deemed executed and enforceable by both parties upon approval by the Executive County Superintendent, approval by a recorded roll call majority of the Board, and signature by the Superintendent and the Board's designee.

14. ENFORCEABILITY CLAUSE

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

15. MISCELLANEOUS

The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act, codified at N.J.S.A. 47A:101, et seq., the Right to Know Law codified at N.J.S.A. 47:1A-1, et seq., Executive Order No. 11 (November 15, 1974), Executive Order No. 21 (July 8, 2002), Executive Order No. 26 (August 13, 2002), and case law interpreting them. All information related to the Superintendent=s performance, evaluation, or any discipline which the public is not otherwise entitled to access under 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, or pursuant to a rule 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 therein. He shall be entitled to have a representative accompany him during such review. At least once every year, the Superintendent shall have the right to indicate those documents and/or other materials in his file that he believes to be obsolete or otherwise inappropriate to retain; such documents identified by him shall be destroyed consistent with the New Jersey Destruction of Public Records Law.

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

16. REGIONALIZATION CONTINGENCY

If, at any time during the term of this Employment Contract (or any extension thereof), the District joins, creates, and/or becomes a regional or consolidated entity of any kind, or if the District becomes a non-operating district, or if, for any reason, the position of Superintendent is abolished or combined with a position for which the Superintendent does not hold the appropriate certificate, the parties agree to enter into an early termination agreement consistent with the provisions of N.J.S.A. 18A:17-20.2a and N.J.A.C. 6A:23A-3.2.

This provision shall not apply if the newly created board or entity: (i) appoints Kurt Ceresnak to the position of Superintendent and/or the Chief School Administrator of the newly created district or entity under terms and conditions which are at least equal to or greater than those provided herein, and (ii) Kurt Ceresnak accepts such appointment.

WHEREAS, the Superintendent approves the terms and conditions of this Employment Contract, and agrees to be bound by same;

WHEREAS, this Employment Contract has been approved by a vote of the Members of the Board of Education at its meeting of January 15, 2025 said action having been made a part of the official minutes of that meeting.

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

SUPERINTENDENT OF SCHOOLS

Dr. Kurt Ceresnak

Date: 2/16/2025

BOARD OF EDUCATION

Board President

Date: 2/12/2025

WITNESS:

Board Secretary

Date: 1/16/2025

WITNESS:

Board Secretary

Date: 2/12/2025