

MARCH 19, 2024

ELEMENTARY SCHOOL PERSONNEL

THE CHIEF SCHOOL ADMINISTRATOR RECOMMENDS THE FOLLOWING ELEMENTARY SCHOOL PERSONNEL TO THE BOARD OF EDUCATION:

2023-2024 Staffing

Additional Compensation

Recommend approval of the following appointments of non-overnight chaperones for the Dorney Park field trip on May 31, 2024, at a stipend of \$125.00 each:

- Eric Clark
- Sarah Gordon
- Christine Melfi
- Andrew Manser
- Mark Levy
- Julie Temple
- Brian McCann
- Luke Akins
- Taylor Ames

Recommend approval of the following appointments of overnight chaperones for the 8th grade field trip in May 2024, at a stipend of \$225.00 each:

- Kristine Pierce
- Brian McCann
- Teresa Reichey
- Jennifer Bilodeau
- Julie Temple
- Deborah Kehoe
- Patricia Cassidy

Athletics/Addendum “C” Advisors

Recommend approval for the following non-paid volunteer athletic assistant for the 2023-2024 school year:

- Douglas Wells – baseball

Leave of Absence

Recommend approval of the *revised leave of absence* of Employee ID# 6206 from **March 4, 2024**, through on or about June 2, 2024, with a return date of on or about June 3, 2024, as follows:

- Paid Sick/Paid Personal Leave: **March 4, 2024 – March 19, 2024** (9 sick days, 3 personal days)
- Unpaid Personal Leave of Absence: **March 19, 2024 – June 2, 2024**

(Previously BOE approved 2/6/2024 beginning on or about 3/11/24.)

DOCUMENT 5

Recommend approval of the **leave of absence** of Employee ID# 4653 from on or about May 6, 2024, through on or about November 20, 2024, with a return date of on or about November 21, 2024, as follows:

- Paid Sick Leave: 5/6/24-6/14/24 (28 sick days)
- Unpaid FMLA/NJFLA (concurrent) Child Bonding Leave: 6/17/24-11/20/24 (60 workdays)

MARCH 19, 2024

HIGH SCHOOL PERSONNEL

THE CHIEF SCHOOL ADMINISTRATOR RECOMMENDS THE FOLLOWING HIGH SCHOOL PERSONNEL TO THE BOARD OF EDUCATION:

2023-2024 Staffing

Recommend approval of the *revised* salary of **Casey Saner**, 9403-BOE-FACL-05, Custodian-Night, for the 2023-2024 school year at Step 3, \$45,908.00 plus \$550.00 **Black Seal** (effective November 28, 2023).

Substitutes:

Recommend approval of the following substitutes and home instructors for the **2023-2024** school year:

Name	Teacher	Paraprofessional
Beachem, Shannon	X	X

Recommend approval of the appointment of **Eric Mason** as a **substitute school security officer** for the 2023-2024 school year as assigned and pre-authorized outside of his normal contractual working hours by the school security coordinator to be paid at \$34.00 per hour.

Additional Compensation

Recommend approval of the **appointment** of the following teachers as **chaperones for the 2024 Manasquan High School Junior Prom** at the rate of **\$28.50 per hour, up to four hours each**:

- Megan Hillman
- David Hyatt
- Paulo Castanheira
- Gabrielle Galizio
- Jason Snyder
- Lawrence Chiang

Recommend approval of the **appointment** of the following teachers as **chaperones for the 2024 Manasquan High School Senior Prom** at the rate of **\$28.50 per hour, up to four hours each**:

- Cheryl Canonaco
- Justin Barowski
- Geniene Podos
- Melissa Galano
- Madison Schille
- Meredith Heeter
- Lisa Crowning
- Pamela Puryear

DOCUMENT W

Recommend approval of the following appointments of non-overnight chaperones for the NJ Thespian Festival field trip on January 13, 14, 2024, at a stipend of \$125.00 each trip:

- Maddison Schille
- Gabrielle Galizio

Recommend approval of the following appointments of non-overnight chaperones for the Hershey Park field trip on June 7, 2024, at a stipend of \$125.00 each trip:

- Maddison Schille
- Gabrielle Galizio
- Lawrence Chiang
- Eva Szakal

Recommend approval of Linda Hoeler and Lorraine Koenig to chaperone the Manasquan High School FBLA students at the State Leadership Competition in Atlantic City, NJ, March 11 – March 13, 2024 (2 nights), at a stipend of \$225.00 each per night.

Athletics/Addendum “C” Advisors

Recommend approval of the **appointment** of the following **coaching and extracurricular activities staff** for the 2023-2024 school year, as per **Document W-1**.

2023-2024 Pay Rates

Recommend approval of the following **pay rates for substitutes** effective April 1, 2024:

Substitute Category	Rate
Teacher	\$130.00 / day
Teacher (21+ days in assignment)	\$150.00 / day
Nurse	\$250.00 / day (<i>unchanged</i>)
Paraprofessional	\$115.00 / day
Secretary	\$107.00 / day (<i>unchanged</i>)
Custodian	\$17.00 / hr (<i>unchanged</i>)
Athletic Trainer	\$30.00 / hr (<i>unchanged</i>)

Recommend approval of the following **athletic event staff pay rates** for NJSIAA Sectional Finals and State Semifinal games during the 2023-24 school year, per the NJSIAA winter tournament staff stipend schedule:

- Ticket Taker/Scanner: \$65.00
- Scorer/Time/Clock Operator: \$75.00
- Site Security: \$75.00

Leave of Absence

Recommend approval of the **leave of absence** of Employee ID# 4850 from on or about May 10, 2024, through on or about December 1, 2024, with a return date of on or about December 2, 2024, as follows:

- Paid Sick Leave: 5/10/24 – 6/12/24 (22 sick and/or personal days)
- Unpaid FMLA Personal Disability Leave: 6/13/24-6/30/24 (7 workdays)
- Unpaid FMLA/NFLA (concurrent) Child Bonding Leave: 9/1/24-11/18/24 (53 workdays)
- Unpaid NJFLA Child Bonding Leave: 11/19/24-11/27/24 (7 workdays)

Interns/Student Teachers

Recommend approval of Kean University student **Emily Brennan** to complete 25 hours of field work under the supervision of Dana Warncke, Teacher of Health and Physical Education, during March 2024-June 2024. Cooperating/supervising teachers or administrators are authorized to accept any applicable payment or stipend directly from the student teacher/intern's institution.

Recommend approval of Monmouth University student **Shannon Beachem** to complete 300 hours of field work under the supervision of Elizabeth Rudder, LCSW, during March 2024-June 2024. Cooperating/supervising teachers or administrators are authorized to accept any applicable payment or stipend directly from the student teacher/intern's institution.

Recommend approval of Stockton University student **Ellie Hallman** to complete 25 hours of field work under the supervision of Kevin Hyland, Athletic Trainer, during April-August 2024. Cooperating/supervising teachers or administrators are authorized to accept any applicable payment or stipend directly from the student teacher/intern's institution.

**Stipend Approvals
2023-24 School Year
for BOE Agenda 03/19/2024**

Location **MHS/DIST**

Stipend Position Type/Department: **ATHL**

Stipend Job Group: **3-Spring Sports**

Position	Pos Code	Employee	% of Stipend	Stipend	Step
Tennis (Boys) Assistant Coach	9860-MHS-ATHL-02	McCutcheon, Ann	100.0000 %	3351.00	Stipend
Track - Spring (Boys) Assistant Coach	9870-MHS-ATHL-02	Hyatt, David	100.0000 %	3740.00	Stipend

SIDEBAR AGREEMENT TO COLLECTIVE NEGOTIATIONS AGREEMENT
BETWEEN THE
MANASQUAN BOARD OF EDUCATION &
MANASQUAN EDUCATION ASSOCIATION
 Effective July 1, 2023 through June 30, 2028

Sidebar Agreement #01

Effective upon the signatures of both parties hereto, it is agreed as follows:

- I. Article 9 (Custodial Employees' Work Schedule), Section D. is amended to read as follows:

“In case of emergency (snow storm, etc.) custodial employees may be called in to work before ~~or after their the normal shift starting time~~ and may be required to be available Saturdays and Sundays **and will be paid overtime pay for such emergency work.** ~~for snow removal in order to prepare for the opening of school classes. The board of education will pay the custodial employees for emergency overtime at the pro-rated hourly rate of contract salary.~~ In the event custodians are called in to work, they shall also be permitted to work ~~their the~~ regular scheduled shift unless schools are closed. This language shall not change the regular Monday-to-Friday work week. **On a day which school has been closed for any portion of school hours for teaching staff due to inclement weather, a custodian will receive an additional 50% of their hourly base rate during their normal shift when they are assigned to mitigate or remove snow or ice. If a custodian is assigned to work outside their normal shift and eligible for overtime or holiday pay, they will receive an additional 50% of their hourly base rate during a period where they are assigned to mitigate or remove snow or ice.** ~~During snow removal period, custodians will receive time and a half when a state of emergency is declared.”~~

- II. Article 9 (Custodial Employees' Work Schedule), Section G. is amended to read as follows:

“If custodial employees are **assigned** ~~obligated~~ to work on holidays, they shall be compensated by being granted either **compensatory time** ~~one (1) day leave of absence with pay or one (1) additional day's pay at the custodian's overtime rate straight time for the hours worked on the each holiday worked,~~ at the employee's discretion. If the employee **elects to receive compensatory time, the time will be granted in half-day increments rounded up to the next half-day increment based on the hours worked with a minimum of one-half day granted.** ~~selects the day, S~~scheduling of any compensatory time off the day must be approved by the **custodian's** supervisor.”

- III. The amendments made in this sidebar agreement shall be retroactive to January 1, 2024.

- IV. This sidebar agreement shall be attached to the contract and shall be incorporated into any successor collective negotiations agreement. All other provisions of the current collective

bargaining agreement shall remain in full force and effect, except as specifically set forth in this document.

- V. The parties executing this sidebar agreement have been duly authorized by their respective memberships.

ACCEPTED AND AGREED:

Manasquan Board of Education Date
By: M. Alexis Pollock, President

Manasquan Education Assoc. Date
By: Kirt Wahl, President

BOE Approved: _____

CONTRACT OF EMPLOYMENT

Agreement, made this 19th day of March, 2024, between

MANASQUAN BOARD OF EDUCATION

in Monmouth County (hereinafter “the Board”) with offices located at

169 Broad St., Manasquan, NJ 08736

and

Robert Goodall (hereinafter “the Superintendent”)

WITNESSETH

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

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

WHEREAS, the Board desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Board believes generally improves the quality of its overall educational program; and,

WHEREAS, the Board and the Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools; and,

WHEREAS, the Superintendent is the holder of an appropriate certificate as prescribed by the State Board of Education and as required by N.J.S.A. 18A:17-17;

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

ARTICLE IV
SALARY AND BENEFITS

The Board hereby agrees to employ Robert Goodall as Superintendent of Schools for the period of July 1, 2024, through June 30, 2027. The parties acknowledge that this Contract must be approved by the Monmouth County Executive County Superintendent in accordance with applicable law and regulation.

ARTICLE II
CERTIFICATION

The parties acknowledge that the Superintendent currently possesses the appropriate New Jersey administrative certification and school administrator endorsement.

If, at any time during the term of this Contract, the Superintendent's certification(s) is revoked, this Contract shall be null and void as of the date of the revocation.

ARTICLE III
DUTIES

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

- A. To perform faithfully the duties of Superintendent of Schools for the Board and to serve as the chief school administrator in accordance with the laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board in the future. The specific job description adopted by the Board, applicable to the position of Superintendent of Schools, is incorporated by reference into this Contract, (Attached as Exhibit A).
- B. To devote the Superintendent's full time, skills, labor, and attention to this employment

during the term of this Contract; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without written permission of the Board. Should the Superintendent choose to engage in such outside activities on weekends, on his vacation time, or at other times when he is not required to be present in the district, he shall retain any honoraria paid. The Superintendent shall notify the Board President in the event he is going to be away from the district-on-district business for two (2) or more days in any week. Any time away from the district that is not for district business must be arranged in accordance with provisions in this Contract governing time off. The Board recognizes that the demands of the Superintendent's position require him to work long and irregular hours, and occasionally may require that he attend to district business outside of the district.

- C. To assume the responsibilities for the selection, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable Board policies and directives. The Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with N.J.S.A. 18A:27-4.1.
- D. To non-renew personnel pursuant to N.J.S.A. 18A:27-4.1, and to provide a written statement of reasons for non-renewal upon proper request to the employee.
- E. To study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, shall refer to him. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out his duties.
- F. To assume responsibility for the administration of the affairs of the school district,

including but not limited to programs, personnel, fiscal operations, and instructional programs. All duties and responsibilities therein will be performed and discharged by the Superintendent, or by staff, at the Superintendent's direction.

- G. To have a seat on the Board and have the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Superintendent shall attend all regular and special meetings of the Board, (except where a Rice notice has been served upon the Superintendent notifying 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.
- H. 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. To suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well-being of the school district.
- I. To perform all duties incident to the Office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Superintendent shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations.
- J. The Board shall not substantially increase the duties of the Superintendent by assigning him the duties or responsibilities of another position or title unless the parties agree upon additional compensation commensurate with such increase in duties, the additional

compensation shall be reflected in an addendum to this Employment Agreement, and such addendum shall be approved by the Executive County Superintendent.

- K. The Board acknowledges that the administration and the day-to-day operation of the district falls within the legislatively designated authority of the superintendent. The Board further acknowledges that the Board's legislatively designated role is to ensure that administrative authority is exercised consistently with the laws of the state as well as the duly adopted policies of the Board such that no exercise of administrative authority can be fairly characterized as arbitrary, capricious, or unreasonable.

ARTICLE IV
SALARY AND BENEFITS

- A. Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract, but it shall not be deemed that the Board and the Superintendent have entered into a new employment contract.

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

- a. Initial Salary. The Board shall pay the Superintendent an annual salary of two hundred fifteen thousand dollars (\$215,000) for the 2024-2025 school year. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.
- b. The Board and the Superintendent herein agree to a 3.5% increase to his base salary in the 2nd and 3rd years. The parties further agree that any change in the salary schedule shall be submitted to the Executive County

Superintendent for review and approval.

2. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight July 1, 2027 (the final day of this Contract) unless the parties have agreed to a contract extension and that extension has been approved by the Monmouth County Executive County Superintendent. The terms of the extension will govern all increases to take effect after July 1, 2027. Any renewal, extension, or modification of this Contract shall comply with the notice provisions of P.L.2007, c. 53, The School District Accountability Act and N.J.A.C. 6A:23A-3.1, et seq.
3. Dog Handler. The Superintendent will also receive a \$6,000 stipend as handler for Remy, a dog in the district, consistent with the terms and conditions of a pre-existing contract with the district.
4. No Reduction in Salary/Compensation. During the term of this Employment Contract, including any extension hereof, the Superintendent shall not be reduced in compensation and/or benefits except as otherwise provided by law.
5. Sick leave. The Superintendent shall receive 12 sick days annually. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. Upon retirement and notice to the Board, up to 100 days of unused sick days will be reimbursed, at the rate of \$150.00 per day. Reimbursement for sick days shall be consistent with the law in effect at the time this Contract is signed. Such payment shall not exceed \$15,000.00.
6. Professional Membership. The Superintendent shall be entitled to membership, at the Board's expense for professional dues in the following professional

associations: The New Jersey Association of School Administrators (NJASA), the American Association of School Administrators (AASA), the Monmouth County Administrators Association and/or other organizations deemed important by the Superintendent and the Board. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences and similar expenses which he may incur while discharging the duties of Superintendent in accordance with P.L. 2007, c. 53, The School District Accountability Act, and affiliated regulations. (N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7, et seq.). Such reimbursement shall comply with all applicable provisions of state and federal statutory and regulatory provisions and guidance, and with Board policy. The Superintendent shall be entitled to attend the annual NJSBA/ NJASA/ NJASBO Workshop and Convention, the annual AASA conference, the NJSBA TexPro conference, and the annual conference of the NJASA. Reimbursement or payment for such expenses shall be made in accordance with P.L. 2007, c. 53, The School District Accountability Act and affiliated regulations, and Board policies.

7. Professional Publications. The Superintendent may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.
8. Health Benefits.
 - a. The Board shall provide the Superintendent with individual or family health benefits coverage. The Superintendent shall pay the premium costs for all such coverages set forth in Chapter 78, P.L. 2011, or

Chapter 44, P.L. 2020, whichever is applicable, and implementing regulations. Such limitation shall in no way link this Contract with any agreement collectively negotiated with district employees. The premium shall be paid by the Superintendent through payroll deduction.

- b. The Superintendent may waive coverage in any of the health benefits plans if covered through a spouse, civil union, or domestic partner's health plan, and in accordance with procedures established by the Board. The Superintendent will be paid the \$7,500 (Seven Thousand and Five Hundred Dollars) for waiving coverage, unless otherwise restricted by the School Employees' Health Benefits Plan (SEHBP).
9. Disability Insurance. The employee shall be provided with group long-term with at least the same level of coverage as was provided to him prior to the commencement of this contract.
10. Vacation Leave.
 - a. The Superintendent shall be entitled to an annual vacation of 25 working days per year, prorated. All of the vacation days shall be available for the Superintendent's use on July 1 of each year of the Contract.
 - b. The Superintendent shall take his vacation time after giving the Board President reasonable notice. School vacations constitute time off for the Superintendent. The Superintendent may take vacation days during the school year, upon notice to the Board President. The Superintendent is expected to attend to the business of the district as required for the smooth and efficient operation of the school district. The Superintendent

shall document the use of accrued vacation days with the Board Secretary.

- c. The Board encourages the Superintendent to take his full vacation allotment each year; however, not more than 25 vacation days (one year) may be carried over by the Superintendent from year to year. All days carried over must be used in the next year, or those days not taken will be forfeited.
- d. In the event that the Superintendent's employment is terminated prior to the expiration of this contract, unused vacation time shall be paid on a pro-rated basis of 2.083 days accrued per month. In the event this Contract is not renewed, and the Superintendent resumes his prior tenured position, the Superintendent shall carry any earned, unused vacation days with him to his tenured position, subject to the forfeiture limitation set forth in paragraph c. above.
- e. 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.
- f. Upon separation from employment with the district, the Superintendent shall be paid for his unused, accumulated vacation days. The per diem rate for unused vacation days shall be calculated as 1/260th of the Superintendent's final salary. The Board shall make any such payment

within thirty (30) days after the Superintendent's last day of employment. In the event of the Superintendent's death, payment for his unused accumulated vacation days shall be made to his estate.

11. Holiday Leave. The Superintendent shall be entitled to all holidays granted to other administrators in the district.
12. Personal Leave. The Superintendent shall be entitled to 4 personal days to attend personal business during the school day, with full pay during the work year. Personal days may be taken during the school year with the prior notice to 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.
13. Bereavement. The Superintendent shall be provided with up to five (5) days of bereavement leave (per occurrence) in the event of the death of his spouse, domestic partner, or of any children, stepchildren, parents, parents-in-law, siblings, grandparents, children-in-law, and/or any other member of the same household. The Superintendent shall be provided with up to two (2) days of bereavement leave (per occurrence) in the event of the death of any aunt, uncle, first cousin, niece, or nephew.
14. Mileage Reimbursement. The Superintendent shall be reimbursed under the OMB rate for use of his vehicle in the performance of his duties. There will be no additional reimbursement of mileage allowance paid. Reimbursement for the use of a personal vehicle shall be tendered only upon proof of compliance

with applicable regulations.

15. Cell Phone. The Board shall provide the Superintendent with the use of a cell phone with email and internet capabilities. Incidental personal use of the device by the Superintendent shall be permitted. In consideration of the provision of said cell phone, the Superintendent shall have connectivity to be in contact throughout the District as well as when he is out of the District. The Superintendent shall return said cell phone to the Board within five (5) days of the termination or expiration of this Contract and any renewals.
16. Attendance Record. The Superintendent shall be responsible for utilizing the district's attendance management system and recording his time off, in advance of the time off, as set forth herein, or immediately upon his return to the district in the event of an unplanned absence, with the Board Secretary and with the designated staff member in charge of maintaining district attendance records each time any leave is taken. The Superintendent and Board President shall periodically review the Superintendent's attendance record to assure correctness.
17. Tuition Reimbursement. The Board shall reimburse the Superintendent for tuition costs incurred for graduate-level courses at an accredited institution of higher education that are part of a formal program of studies leading to the awarding of a master's degree or a Doctoral Degree in an area or discipline judged to be of benefit to the Board. The Superintendent shall seek Board approval prior to enrolling in any graduate course of study.
18. Tenure and Seniority. Throughout the term of this contract, the Superintendent shall retain all tenure rights including bumping rights, and shall continue to accrue seniority, in all prior positions he has held within the

district.

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

ARTICLE V **ANNUAL EVALUATION**

- A. The Board shall evaluate the performance of the Superintendent at least once a year in accordance with statutes, regulations and Board policy relating to Superintendent evaluation. Each annual evaluation shall be in writing and shall represent a majority of the Board. A copy of the evaluation shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The Board may meet in closed session to discuss the evaluation and the Superintendent's performance where a Rice notice has been served upon the Superintendent, giving notice that the Superintendent's

employment will be discussed in closed session, and the Superintendent has not requested that the meeting be conducted in public. The evaluations shall be based upon the criteria adopted by the Board, the goals and objectives of the district, which shall include encouragement of student achievement, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent, the district's placement on the NJQSAC continuum (with respect to those DPRs that are within the Superintendent's control), and such other criteria as the State Board of Education shall by regulation prescribe. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, and in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include specific recommendations for improvement in all instances where the Board deems performance to be unsatisfactory. The Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the Superintendent's personnel file upon the Superintendent's request. On or before June 1st of each year of this Employment Contract, the Superintendent and the Board shall meet to review the evaluation format and to mutually determine the evaluation format to be used in the subsequent school year. The final draft of the annual evaluation shall be adopted by the Board by June 30 of each year of this Contract. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.

- B. Within sixty (60) days of the execution of this Employment Contract, the parties shall meet to establish the district's goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the

Superintendent is evaluated, as hereinafter provided. On, or prior to, June 1 of each succeeding school year, the parties will meet to establish the district's goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described.

- C. The parties also agree that the Board shall not hold any discussions regarding the Superintendent's employment unless the Superintendent is given written notice at least 48 hours in advance 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.

ARTICLE VI
RIGHTS AND REMEDIES

- A. This Contract shall terminate, the Superintendent's employment will cease, and no compensation shall thereafter be paid, under any one of the following circumstances:
- (1) failure to possess/obtain proper certification;
 - (2) revocation of the Superintendent's certificate, in which case this Contract shall be null and void as of the date of revocation, as required by N.J.S.A. 18A:17-15.1;
 - (3) forfeiture under N.J.S.A. 2C:51-2;
 - (4) mutual agreement of the parties;
 - (5) notification in writing by the Board to the Superintendent, at least 90 calendar days prior to the expiration of this Contract, of the Board's intent not to renew this Contract.; or
 - (6) misrepresentation of employment history, educational and professional credentials, and criminal background.
- B. In the event the Superintendent is arrested and charged with a criminal offense, which could

result in forfeiture under N.J.S.A. 2C: 51-2, the Board reserves the right to suspend him pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment, unless the Board certifies contractual tenure charges.

- C. Nothing in this Contract shall affect the Board's rights with regard to suspension under N.J.S.A. 18A:6-8.3 and applicable case law.
- D. The Superintendent may terminate this Employment Contract upon at least 90 calendar days' written notice to the Board, filed with the Board Secretary, of his intention to resign. Should the Superintendent resign from this position, he will be given the option to be placed in the highest position within the district for which he has tenure and seniority rights, and he shall be provided with the salary in that position that he would have received had he remained in that position instead of accepting the position as Superintendent.
- E. The Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by paragraphs B. and C. supra and N.J.S.A. 18A:17-20.2, provided, however, that the Board shall have the authority to relieve the Superintendent of the performance of his duties in accordance with N.J.S.A. 18A:27-9, so long as it continues to pay his salary and benefits for the duration of the term. The parties understand that any early termination must comply with the provisions of P.L. 2007, c. 53, the School District Accountability Act as well as all applicable tenure and seniority laws and regulations.
- F. In the event the parties agree to terminate this Contract prior to its expiration date, and to relieve the Superintendent from the actual performance of his duties, upon the approval of the Commissioner of Education, the Board shall compensate the Superintendent for either

three (3) months' salary times the number of years remaining on this Contract or the remaining salary due to completion of this Contract, whichever is less, minus compensation from any and all other employment. It is understood that the Superintendent must make a good faith effort to find employment elsewhere as soon as possible and prior to the expiration date of the within Contract. The salary received by the Superintendent in such employment shall be deducted from the payments made to the Superintendent by the Board. Insurance benefits will be adjusted to reflect coverage, if any, in the new position.

ARTICLE VII
RENEWAL / NON-RENEWAL

This Employment Contract shall automatically renew for a term of Three (3) calendar years, expiring July 1, 2030, unless either of the following occurs:

- A. the Board by contract reappoints the Superintendent for a different term allowable by law;
- B. the Board notifies the Superintendent in writing, prior to March 31st, that he will not be reappointed at the end of the current term, in which case he will be given the option to be placed in the highest position within the district for which he has tenure and seniority rights, and he shall be provided with the salary in that position that he would have received had he remained in that position instead of accepting the position as Superintendent; or
- C. in accordance with such laws and regulations that would require nullification of this Contract.

ARTICLE VIII
COMPLETE AGREEMENT

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

ARTICLE IX
SAVINGS CLAUSE

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

ARTICLE X
RELEASE OF PERSONNEL
INFORMATION PERSONNEL RECORDS

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

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

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

SUPERINTENDENT

MANASQUAN BOARD OF
EDUCATION:

Robert Goodall

M. Alexis Pollock, Board President

Date: _____

Date: _____

Peter Crawley, Ed. D
School Business Administrator/
Board Secretary

County Executive Superintendent

Date: _____

Date: _____