

EMPLOYMENT CONTRACT

This Contract is made this 20th day of August 2022, between the

WEST LONG BRANCH BOARD OF EDUCATION

in Monmouth County (hereinafter “the Board”)

with offices located at

135 Locust Avenue

West Long Branch, New Jersey 07764

and

Dr. Christina M. Egan

(hereinafter “the Superintendent” or “Dr. Egan”).

PREAMBLE

WITNESSETH

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CONTRACT replaces and supersedes all prior Employment Contracts between the parties hereto and the existing contract is rescinded upon action of the board.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

WHEREAS, the Board desires to employ the Superintendent 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 I
EMPLOYMENT

The Board hereby agrees to employ Dr. Christina M. Egan as Superintendent of Schools for the period commencing on or about July 1, 2022 through 11:59 p.m. on 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. The Superintendent will provide official course transcripts for all earned post-secondary degrees to the Board of Education. These transcripts will be kept on file in the Board office. If the Superintendent is lawfully precluded from performing her duties by any Judgment, Order or direction of any court of competent jurisdiction or the Commissioner of Education, all provisions of this Employment Agreement shall terminate, and the Superintendent's employment shall cease.

ARTICLE III
DUTIES

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

A. To perform faithfully the duties of Superintendent of Schools for the Board and to serve as the chief school administrator in accordance with the laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board in the future. The specific job description adopted by the Board, applicable to the position of Superintendent of Schools, is incorporated by reference into this Contract.

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

C. To assume the responsibilities for the selection, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable Board policies and directives. The

Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with *N.J.S.A.* 18A:27-4.1.

D. To non-renew personnel pursuant to *N.J.S.A.* 18A:27-4.1, and to provide a written statement of reasons for non-renewal upon proper request to the employee.

E. To study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, shall refer to her. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out her duties.

F. To assume responsibility for the administration of the affairs of the school district, including but not limited to programs, personnel, fiscal operations, and instructional programs. All duties and responsibilities therein will be performed and discharged by the Superintendent, or by staff, at the Superintendent's direction.

G. To have a seat on the Board and have the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Superintendent shall attend all regular and special meetings of the Board, (except where a *Rice* notice has been served upon the Superintendent notifying her that her employment will be discussed in closed session, and the Superintendent had not requested that the meeting be conducted in public, or where the Superintendent has a conflict of interest), and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the school district.

H. To suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/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. The Board shall not substantially increase the duties of the Superintendent by assigning her the duties or responsibilities of another position or title unless the parties agree upon additional compensation commensurate with such increase in duties and the additional compensation is reflected in an addendum to this contract which addendum has been approved by the Executive County Superintendent.

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 pay the Superintendent an annual salary of: One Hundred Sixty-Five Thousand Dollars (\$165,000) for the 2022-2023 school year to be adjusted and paid retroactively to July 1, 2022; One Hundred Sixty-Nine Thousand Nine Hundred and Fifty Dollars (\$169,950) for the 2023-2024 school year; One Hundred Seventy-Five Thousand and Forty- nine Dollars (\$175,049) for the 2024-2025 school year; and One Hundred Eighty Thousand Three Hundred (\$180,300) for the 2025-2026 school year; One Hundred Eighty-Five Thousand Nine Hundred and Seven Hundred and Nine Dollars (\$185,709) for the 2026-2027 school year. This annual salary shall be prorated based on the Superintendent's actual start and end date. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

2. No salary increase of any kind will take effect on midnight June 30, 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.* The terms and conditions of this Employment Contract shall not be modified except by the written consent of both Parties hereto and review and approval by the Monmouth County Superintendent. Any amendments to this Employment Contract shall not create a new agreement or agreement term but shall only constitute an amendment to the existing Employment Contract.

3. 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.

4. Statutory Annuity Salary Reduction Program. The Superintendent shall have the right at any time prior to the commencement of, or at any time during the Superintendent's employment, to take a reduction in salary and require the Board to use an amount corresponding to such reduction to purchase a tax-sheltered annuity and/or mutual fund investment in accordance with *N.J.S.A. 18A:66-127, et seq.* and applicable tax laws, including Sections 403 (b) and 457(b) of the Federal Internal Revenue Code. *N.J.A.C. 6A:23a-3.1(e)6.* The maximum amount of reduction in salary authorized shall be the maximum tax deferral amount permitted by the Federal Internal Revenue Code.

B. Sick Leave. The Superintendent shall receive twelve (12) sick days annually. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. Upon the Superintendent's retirement from the District, the Board shall pay her for her unused accumulated sick leave days at her per diem rate of pay at that time, subject to a maximum payment of fifteen thousand dollars (\$15,000.00). The per diem rate will be calculated as 1/260th of her then annual salary. Payment shall be made within sixty (60) days of the Superintendent's last day of employment.

C. Professional Membership. The Superintendent shall be entitled to membership, at the Board's expense for professional dues in the following professional associations: New Jersey Association of School Administrators (NJASA), the American Association of School Administrators (AASA), and the Monmouth County Administrators Association. The Superintendent shall be entitled to attend the annual New Jersey School Boards Association (NJSBA) Workshop and Convention, the annual NJASA TechSpo conference, the Spring NJASA conference and one (1) national conference relevant to her duties as Superintendent of Schools, at Board expense and all at the discretion of the Board. 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. In addition to the workshops and memberships set forth herein, the Superintendent shall be permitted an additional \$2,000 per school year for professional development.

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

E. Health Benefits or Waiver: The Board shall provide the Superintendent with individual or family health benefits coverage at her option. The premium contribution shall be

paid by the Superintendent through payroll deduction. The Superintendent shall contribute toward the cost of her health care in accordance with Tier Four of P.L. 2011, Ch. 78 or other applicable law, such as Chapter 44. The Superintendent has represented that she is eligible for other health care coverage and, for that reason, wishes to waive health care coverage offered to her. In consideration of said waiver, the Superintendent shall be entitled to a payment of Five Thousand Dollars (\$5,000) dollars from the Board for each of the years of this Agreement, payable by June 1st of each year of this Agreement. The Superintendent shall repay to the Board the prorated portion of any such payment she has received in any given year in the event she seeks and is provided with medical benefits for that same time period.

F. Vacation Leave:

1. The Superintendent shall be entitled to twenty (20) vacation days per year. All the vacation days shall be available for the Superintendent's use on July 1st of each year of the Contract. School recesses (excluding summer recess) constitute time off for the Superintendent.

2. The Superintendent shall take her 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 by utilizing the district purchased attendance software.

3. The Board encourages the Superintendent to take her full vacation allotment each year; however, in the event the business demands of the District prevent her from using vacation, then five (5) unused vacation days may be carried over by the Superintendent

from one year to the next year. All days carried over must be used in the next year, or those days not taken will be forfeited.

3. Upon separation from employment or retirement, the Superintendent shall be paid for her 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 sixty (60) days after the Superintendent's last day of employment. In the event of the Superintendent's death, payment for her unused accumulated vacation days shall be made to her estate.

G. Holiday Leave. The Superintendent shall be entitled to all state and federal holidays granted to other administrators in the District.

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

I. Cell Phone. The Superintendent shall receive reimbursement for usage of personal cell in the amount of \$75.00 per month.

J. Board Equipment. The Board shall provide the Superintendent with a computer and other necessary equipment for her use while working at home. The Board shall be responsible for maintaining said computer for the provision of any necessary software and hardware mandates. Incidental personal use of the computer equipment shall be permissible. This equipment shall remain the property of the Board and shall be returned to the Board upon the Superintendent's separation from employment with the Board. The Superintendent shall comply with any and all

board policies and regulations governing school district provided technology devices to staff members.

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

L. Bereavement Leave and Personal Days. The Superintendent shall be provided with the following leaves of absence with pay as needed: five (5) days per incident for bereavement upon the death of a spouse, parent, child, step-child, grandparent, brother, sister or father- or mother-in-law; two (2) days per incident for bereavement upon death of an aunt or uncle; and five (5) personal days per school year for personal reasons. Unused bereavement leave or personal days at the end of each contract year shall not be cumulative.

ARTICLE V **ANNUAL EVALUATION**

A. The Board shall evaluate the performance of the Superintendent at least once a year on or before June 30th 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 evaluation in question. 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.

ARTICLE VI

TERMINATION OF EMPLOYMENT CONTRACT

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

- (1) failure to possess/obtain proper certification;
- (2) revocation or suspension of the Superintendent's certificate, in which case this Contract shall be null and void as of the date of revocation, as required by *N.J.S.A.* 18A:17-15.1;
- (3) forfeiture under *N.J.S.A.* 2C: 51-2;
- (4) mutual agreement of the parties; or
- (5) material misrepresentation of employment history, educational and professional credentials, and criminal background, subject to *N.J.S.A.* 18A:6-10, *et seq.*

B. In the event the Superintendent is arrested and charged with a criminal offense, which could result in forfeiture under *N.J.S.A.* 2C: 51-2, the Board reserves the right to suspend her, pending resolution of the criminal charges. Such suspension shall be with pay prior to 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 one hundred (100) calendar days written notice to the Board, filed with the Board Secretary, of her intention to resign.

E. The Board shall notify the Superintendent in writing, prior to February 1, 2027, whether she will not be reappointed at the end of the current term, in which case her employment shall cease upon the expiration of this Contract.

F. The Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by paragraphs B., E and C. *supra* and *N.J.S.A. 18A:17-20.2*, provided, however, that the Board shall have the authority to relieve the Superintendent of the performance of her duties in accordance with *N.J.S.A. 18A:27-9*, so long as it continues to pay her salary and benefits for the duration of the term. The parties understand that any early termination must comply with the provisions of *P.L. 2007, c. 53, The School District Accountability Act*.

G. Any action by the Board to non-renew the Superintendent's employment pursuant to *N.J.S.A. 18A:17-20.1* shall be taken by an affirmative vote of the majority of the full membership of the Board.

ARTICLE VII **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 VIII **SAVINGS AND CONFLICTS CLAUSE**

If, during the term of this Employment Contract, it is found that a specific clause of this Employment Contract is contrary to federal or state law, the remainder of the Employment Contract not affected by such ruling shall remain in full force and effect. The parties hereto represent to each other that they fully understand the terms and conditions of this Employment

Contract and agree to be bound by same pursuant to the rules and regulations of the Department of Education and the laws of the State of New Jersey.

ARTICLE IX
MISCELLANEOUS

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

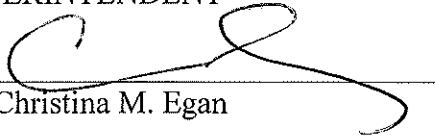
No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in her personnel file unless she has had an opportunity to review the material. The Superintendent shall acknowledge that she has had the opportunity to review such material by affixing her signature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

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 meet with the Board in closed session with a representative of her choosing. 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.

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

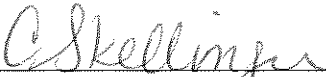
Contract effective on the day and year first above written.

SUPERINTENDENT



Dr. Christina M. Egan

WEST LONG BOARD OF EDUCATION



Mrs. Christine Skellinger , Board President

Date: 8/24/2022

Date: 8-23-2022

WITNESS:



WITNESS: