

## EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT is made and entered into by and between the MONROE TOWNSHIP BOARD OF EDUCATION (hereinafter referred to as the "Board") and DR. ADAM M. LAYMAN (hereinafter referred to as the "Assistant Superintendent of Schools").

### WITNESSETH:

WHEREAS, the Board desires to provide the Assistant Superintendent of Schools 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 Assistant Superintendent of Schools 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 educational programs of the schools;

NOW, THEREFORE, the Board and the Assistant Superintendent of Schools, for the consideration herein specified, agree, as follows:

#### 1. TERM OF EMPLOYMENT

The Board, in consideration of the promises herein contained of the Assistant Superintendent of Schools, hereby employs, and the Assistant Superintendent of Schools hereby accepts, employment as Assistant Superintendent of Schools for the period beginning July 1, 2022 and ending at midnight on June 30, 2023. It is understood that the terms and conditions of this contract shall not be changed except by mutual consent of the seated Board of Education and the Assistant Superintendent of Schools. A copy of the job description is attached hereto and made a part hereof as Exhibit A.

In addition, the Board shall not hold any discussions, or take any negative action, with regard to the Assistant Superintendent of Schools' performance, or that may adversely affect the Assistant Superintendent of Schools' employment, in public session, unless the Assistant Superintendent of Schools has been timely served with a *Rice* Notice, and requests that such discussions are held in public session, pursuant to the Open Public Meetings Act.

#### 2. CERTIFICATION

The parties acknowledge that the Assistant Superintendent possesses an administrative certificate and school administrator endorsement from the New Jersey Department of Education.

#### 3. COMPENSATION

During the term of this Employment Contract the Assistant Superintendent of Schools shall not be reduced in compensation, including salary and benefits. In addition, the Board of Education and Assistant Superintendent of Schools agree to the following:

A. Salary

The Board shall pay the Assistant Superintendent of Schools an annual salary of One Hundred Seventy-One Thousand Seven Hundred (\$171,700) dollars for the 2022-2023 school year. This salary shall be paid to the Assistant Superintendent of Schools in accordance with the schedule of salary payments in effect for other certified employees.

B. Leaves

The Board shall provide the following leaves as part of the Assistant Superintendent of Schools' compensation:

1. *Vacation*

The Assistant Superintendent of Schools shall be granted twenty (20) vacation days for use during the 2022-2023 school year. If the Assistant Superintendent of Schools does not complete an Employment Contract year, vacation days shall be prorated at the rate of 1.67 days per month for the completed month(s) of services. If the Assistant Superintendent of Schools uses days in excess of this rate, compensation for those days shall be deducted from the Assistant Superintendent of Schools' last paycheck. Pursuant to N.J.S.A. 18A:30-9, if business demands prohibit the Assistant Superintendent of Schools from using all of his allotted vacation days in a given year, he may carry over unused vacation days to be used during the next year pursuant to law. However, the Assistant Superintendent of Schools shall not be permitted to carry over any more than twenty (20) vacation days from one year to another. Any vacation days carried over from the previous year that are not used shall be forfeited.

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 Assistant Superintendent is compensated for that leave.

The parties agree that the Assistant Superintendent of Schools has 19 unused vacation days, which he accrued in his prior positions of Teacher, Assistant Principal and Principal in the District. The Board, through its business office, shall be responsible for maintaining written documents of the Assistant Superintendent of Schools' earned, used and accrued vacation days. In the event of an unpaid leave of absence for any reason, the Assistant Superintendent of Schools shall be permitted to be paid during that time for any unused accumulated vacation time at his option.

2. *Holidays*

The Assistant Superintendent of Schools shall be entitled to the holidays as listed in the Central Office holiday schedule.

3. *Sick Leave*

The Assistant Superintendent of Schools shall be allowed twelve (12) days sick leave annually. Pursuant to N.J.S.A. 18A:30-3.5, the unused portion of such leave may be carried over from one year to the next. The parties agree that the Assistant Superintendent of Schools has accrued 193.5 unused sick

leave days as of August 16, 2019, which he accumulated in his prior positions of Teacher, Assistant Principal and Principal in the District.

4. *Personal Leave*

The Assistant Superintendent of Schools shall be granted three (3) days of absence annually, for personal matters which require absence to be used at his discretion. Unused personal days shall convert to accumulated sick leave at the end of the year.

5. *Bereavement Leave*

The Assistant Superintendent of Schools shall be granted up to five (5) days at any one time in the event of the death of his spouse, child, parent, brother, sister, aunt, uncle, parent-in-law, or any other member of his immediate household. The Assistant Superintendent of Schools shall be granted up to two (2) days at any one time in the event of the death of his grandparent or in the event of the death of a sister or brother of the Assistant Superintendent of Schools' spouse, and any other member of the immediate family. Additional bereavement leave may be granted at the discretion of the Superintendent.

C. Medical Benefits

The Board shall provide, as part of the Assistant Superintendent of Schools' compensation, the following medical insurance: Medical, Dental, Prescription, and Vision. The Assistant Superintendent of Schools shall contribute toward the cost of his medical, dental and prescription benefits at the rates set forth in tier four of P.L. 2011, Chapter 78, reduced by 20%. For example, if the Assistant Superintendent of Schools is currently paying at a rate of 35% of the cost of premium for family insurance benefits, a 20% reduction would result in a new rate of 28% for the Assistant Superintendent of Schools. Insurance will be provided by the same carrier the Board has contracted with for all other employees with like benefits. In the event that the Assistant Superintendent chooses health insurance coverage for himself and his dependents through Chapter 44, then his contributions shall be in accordance with the provisions of Chapter 44.

1. *Major Medical/Hospitalization*

The Board shall provide the Assistant Superintendent of Schools, at a minimum, with family coverage under the medical insurance plan that is provided to other professional employees of the District.

2. *Dental Care*

The Board shall provide the Assistant Superintendent of Schools with a program of dental care, which provides family coverage.

3. *Prescription Plan*

The Board shall provide the Assistant Superintendent of Schools with a co-pay prescription program, which provides family coverage.

4. *Vision Plan*

The Board shall provide the Assistant Superintendent of Schools with a vision care program, which provides family coverage.

5. *Waiver of Insurance Benefits*

The Assistant Superintendent of Schools may elect to decline insurance benefits and receive payment in the amount of \$4,000, which will be paid in a lump sum payment in June 2023 and payment of which amount the Board has determined to be in the best interest of the District in view of the greater savings resulting to the benefit of the District from the aforementioned waiver of insurance benefits.

D. Other Insurance

The Board agrees to provide coverage for the Assistant Superintendent of Schools for long-term disability in accordance with the policy that is provided for other District administrators in accordance with N.J.A.C. 6A:23A-3.1(e) 4 and 6.

E. Job Related Expenses

1. *Travel Reimbursement*

The Assistant Superintendent of Schools shall be reimbursed for travel expenses in accordance with N.J.S.A. 18A:11-12 and the regulations promulgated thereunder and consistent with OMB circulars and regulations.

2. *Cellular phone*

The Board shall provide the Assistant Superintendent of Schools with a cellular telephone and shall pay monthly charges, for school business-related telephone call charges. Incidental personal use of cellular telephone shall be permitted.

F. Indemnification

Subject to the provisions of N.J.S.A. 18A:16-6 and N.J.S.A. 18A:16-6.1, the Board shall defend, hold harmless and indemnify the Assistant Superintendent of Schools from any and all demands, claims, suits, actions and legal proceedings of any kind brought against the Assistant Superintendent of Schools in his capacity as an agent and/or employee of the Board. If, in the good faith opinion of the Assistant Superintendent of Schools, 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 Assistant Superintendent of Schools may engage his own legal counsel, in which event the Board shall indemnify the Assistant Superintendent of Schools for the reasonable costs of his legal defense.

G. Longevity

In recognition of the length of service of the Assistant Superintendent of Schools, the Assistant Superintendent of Schools shall receive an additional longevity stipend of Two Thousand Five Hundred

Dollars (\$2,500) annually. This longevity payment shall be paid to the Assistant Superintendent of Schools in accordance with the schedule of salary payments in effect for other certified employees.

H. Doctoral Differential

In recognition of his achievement of a doctorate, the Assistant Superintendent of Schools will receive a doctoral differential in the amount of Five Thousand Seven Hundred Fifty Dollars (\$5,750) annually. This doctoral differential shall be paid to the Assistant Superintendent of Schools in accordance with the schedule of salary payments in effect for other certified employees.

4. RETIREMENT FROM SERVICE

The Assistant Superintendent of Schools shall also receive the following, as part of his compensation:

A. Sick Days

The Board shall pay all unused, accumulated sick days earned while an employee of the Board in accordance with law. Payment of supplemental compensation for accrued, unused sick leave to the Assistant Superintendent of Schools shall be calculated and paid as follows:

1. The Assistant Superintendent of Schools' accrued unused sick leave as of October 16, 2019. The parties agree that as of August 16, 2019, the Assistant Superintendent of Schools has 193.5 unused accumulated sick days, which he has accumulated in his prior positions of Teacher, Assistant Principal and Principal in the District. Upon separation from service or termination from the District, for any reason, the Board shall pay the Assistant Superintendent of Schools for all unused sick days accumulated up to and including October 16, 2019 at a per diem rate, which shall be calculated at the rate of 25% of his 2019-2020 Principal salary divided by a denominator of 240; and
2. The Assistant Superintendent of Schools' sick leave accrued subsequent to October 16, 2019 at a per diem rate which shall be calculated at the rate of 25% of his salary divided by a denominator of 260, capped at \$15,000. Eligibility for this payment shall be contingent upon eligibility for retirement under the rules and regulations of the State of New Jersey, Department of the Treasury, Division of Pension and Benefits. Sick leave shall not be payable to the Assistant Superintendent of Schools' estate or beneficiaries in the event of his death prior to retirement.

B. Vacation Days

Contractual provisions regarding accumulation of unused vacation leave and supplemental compensation for accumulated unused vacation leave shall be consistent with N.J.S.A. 18A:30-9. Upon the Assistant Superintendent of Schools' separation from employment with the District or retirement from employment with the District, the Board will pay all unused, accumulated vacation days earned while an employee of the Board, in accordance with law. Payment shall be calculated at a per diem rate which shall be calculated by dividing his 2019-2020 Principal annual salary by a denominator of 240 for all vacation days earned prior to October 17, 2019, and by dividing his Assistant Superintendent annual salary by a denominator of 260 for all vacation days earned after October 17, 2019. Payments for

accumulated vacation days shall be paid to the Assistant Superintendent's estate or beneficiaries in the event of the Assistant Superintendent's death prior to separation.

C. Per Diem

Contractual provisions that include a calculation of per diem for 12-month employees shall be based on a 260-day work year or as promulgated by law and/or regulations, except as otherwise provided herein.

5. PROFESSIONAL GROWTH OF ASSISTANT SUPERINTENDENT OF SCHOOLS

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

- (a) the operations, programs, and other activities conducted or sponsored by local, state and national school administrators and school board associations;
- (b) seminars and courses offered by public or private educational institutions;
- (c) informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Assistant Superintendent of Schools to perform his professional responsibilities for the Board;
- (d) visits to other educational institutions; and
- (e) other activities promoting the professional growth of the Assistant Superintendent of Schools.

In its encouragement, the Board shall permit a reasonable amount of release time for the Assistant Superintendent of Schools, subject to Board approval, to attend such matters. Expenses for meals, lodging, registration, and transportation to enhance the Assistant Superintendent of Schools' knowledge and expertise in the field of education and administration shall be paid for/reimbursed by the Board in accordance with law. Such payments or reimbursements shall be made in accordance with OMB travel circular provisions, the general requirements of N.J.S.A. 18A:11-12, Board policy, and upon prior approval of the Superintendent and the Board. The Assistant Superintendent of Schools shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement.

6. MEMBERSHIP

The Board shall pay one hundred percent (100%) of the Assistant Superintendent of Schools' membership fees to the American Association of School Administrators, New Jersey Association of School Administrators, Association of Supervision and Curriculum Development and the National Staff Development Council.

7. TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated by:

- (a) mutual agreement of the parties;
- (b) unilateral termination by the Assistant Superintendent of Schools upon ninety (90) days' written notice to the Board; or
- (c) as otherwise permitted by law, which may change from time to time.

The Board agrees that, in the event of a nonrenewal, it shall not unilaterally relieve the Assistant Superintendent of Schools of his duties during the term of this Employment Contract.

#### 8. PREEXISTING TENURE RIGHTS

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

#### 9. 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. Any changes/modifications must have the approval of the Executive County Superintendent of Schools prior to Board approval.

#### 10. CONFLICTS

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

#### 11. SAVINGS CLAUSE

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

#### 12. RELEASE OF PERSONNEL INFORMATION

The Board acknowledges and agrees that the disclosure of information in personnel records is governed by the Open Public Records Act, *N.J.S.A.* 47:1A-1, *et seq* and Executive Order Nos. 11 and 26. All information, except as otherwise provided by law, is deemed confidential and shall not be released to the public absent a written release by the Assistant Superintendent of Schools, or by a lawful order of a court of competent jurisdiction, or pursuant to a rule of a court of competent jurisdiction.

13. PERSONNEL RECORDS

The Assistant Superintendent of Schools 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 Assistant Superintendent of Schools 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 considered by the Board, and, if it agrees with the Assistant Superintendent of Schools, they shall be destroyed.

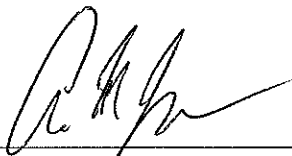
No material derogatory to the Assistant Superintendent of Schools' conduct, service, character or personality shall be placed in his personnel file unless he has had the opportunity to review the material. The Assistant Superintendent of Schools shall acknowledge that he has had the opportunity to review 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 Assistant Superintendent of Schools shall also have the right to submit a written answer to the material. If the Assistant Superintendent of Schools refuses to affix his signature, the Board may note that fact and place the records in his personnel file.

WHEREAS, the Board has approved the terms and conditions of this Employment Contract; and

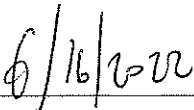
WHEREAS, the Assistant Superintendent of Schools has approved the terms and conditions of this Employment Contract; and

WHEREAS, this Employment Contract has been approved by a vote of the Members of the Board of Education of the Monroe Township School District at its meeting of June 15, 2022, and has been made part of the minutes of that meeting.

IN WITNESS WHEREOF, the parties set their hands and seals to this Employment Contract as follows:



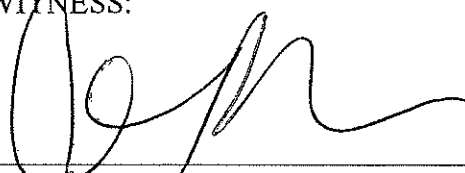
ADAM M. LAYMAN  
Assistant Superintendent of Schools



Date

MONROE TOWNSHIP  
BOARD OF EDUCATION

WITNESS:



CHARI CHANLEY  
Acting Superintendent of Schools

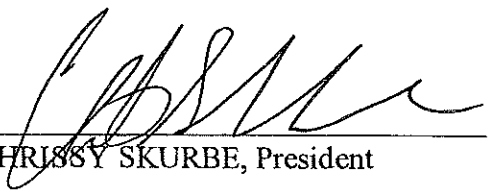


Date

ATTEST:  
MONROE TOWNSHIP  
BOARD OF EDUCATION



BY:

  
CHRISSEY SKURBE, President

06/16/2022  
Date

BY:

  
LAURA ALLEN, CPA  
Acting Business Administrator

06/16/2022  
Date