

EMPLOYMENT CONTRACT

This Employment Contract is made and entered into this 12th day of March, 2025, by and between the AVON BOROUGH BOARD OF EDUCATION, in Monmouth County (hereinafter “the Board”) with offices located at 505 Lincoln Avenue, Avon-by-the-Sea, New Jersey 07717

and

Cathy Danahy, whose position is to be the Superintendent of Schools/Principal (hereinafter “Superintendent/Principal”).

Signature of this Contract constitutes assent to a rescission of any and all prior contracts, as well as agreement to the terms herein.

PREAMBLE WITNESSETH

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

WHEREAS, the Board desires to provide the Superintendent/Principal 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/Principal 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/Principal 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, in consideration of the promises herein contained of the Superintendent, hereby employs, and the Superintendent hereby accepts employment for a:

Three (3) year term from July 1, 2025 through midnight, June 30, 2028.

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/Principal currently possesses the appropriate New Jersey administrative certification and school administrator endorsement.

If, at any time during the term of this Contract, the Superintendent/Principal'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.

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 their vacation time, or at other times when they are not required to be present in the district, they shall retain any honoraria paid. The Superintendent shall notify the Board President in the event they are 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 them to work long and irregular hours, and occasionally may require that they 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 them. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out their 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 them that their 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. Other than the duties of the position of Principal, the Board shall not substantially increase the duties of the Superintendent/Principal 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 Employment Contract, and such addendum has been approved by the Executive County Superintendent.

J. To provide written and oral updates to the Board on a regular basis to keep the Board fully informed on issues taking place in the operation of the School District. Such reports shall be of a nature as to reinforce the relationship and lines of communications between the Superintendent and Board and the honest and candid administrative leadership of the Superintendent.

ARTICLE IV: Salary and Benefits

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

1. SALARY. The Board and the Superintendent/Principal herein agree to the Salary Schedule as set forth below. The parties further agree that any change in the salary shall be submitted to the Executive County Superintendent for review and approval. The annual salary rates listed

below shall be paid to the Superintendent/Principal in accordance with the schedule of salary payments in effect for other certified employees.

- a. 2025-2026 School Year (Initial Salary): The Board shall pay the Superintendent/Principal an annual salary of One Hundred Fifty Thousand dollars (\$150,000.00).
- b. 2026-2027 School Year: The Board shall pay the Superintendent/Principal an annual salary of One Hundred Fifty Three Thousand Six Hundred Twenty Five dollars (\$153,625.00).
- c. 2027-2028 School Year: The Board shall pay the Superintendent/Principal an annual salary of One Hundred Fifty Seven Thousand Three Hundred Forty One dollars (\$157,341.00).

2. NO MERIT BONUSES. The Superintendent will not be eligible for merit bonuses in addition to her annual base salary during this contract.

3. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight July 1, 2028 (the final day of this Contract) unless the parties have agreed to a new contract and that contract has been approved by the Monmouth County Executive County Superintendent. The terms of the new contract will govern all increases to take effect after July 1, 2028. 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.*

4. The Superintendent/Principal shall have the right during her 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.

B. SICK LEAVE. The Superintendent shall be granted twelve (12) sick days annually for the remainder of this agreement, all of which shall be available on July 1st of each school year. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A.

Upon retirement and notice to the Board, all unused sick days will be reimbursed, at the rate of 1/260 x annual salary of the current year's salary per day, with a minimum of three (3) years continuous service in the district. 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. Any such payment shall be made within thirty (30) days of the Superintendent/Principal's last day of employment.

C. PROFESSIONAL MEMBERSHIP. The Superintendent/Principal shall be entitled to membership, at the Board's expense for professional dues in the following professional associations: AASA, NJASA, and the Monmouth County Administrators Association and/or other organizations deemed important by the Superintendent/Principal and the Board.

The Board encourages the continuing professional growth of the Superintendent/Principal through her participation as she might decide, in light of her responsibilities as the Superintendent/Principal, in the following ways:

1. 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;
2. Seminars and courses offered by public or private educational institutions;
3. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent/Principal to perform their professional responsibilities for the Board;
4. Visits to other institutions; and
5. Other activities which may enhance the Superintendent/Principal's knowledge and expertise in the field of education and administration.

The Superintendent shall be entitled to reimbursement for expenses incurred at professional conferences with prior Board approval and as budgeted by the Board and similar expenses, which she may incur while discharging the duties of Superintendent. It is specifically understood that in the absence of compelling circumstances requiring the presence of the Superintendent in the district, she will be entitled to attend the Fall NJSBA Workshop and Convention. Reimbursement or payment for such expenses shall be made in accordance with Board policy and NJ State law.

D. PROFESSIONAL PUBLICATIONS. The Superintendent may also subscribe to appropriate educational and/or professional publications at the discretion of the Board President and within the limit set in the annual budget.

E. HEALTH BENEFITS:

1. The Board shall provide the Superintendent/Principal with family prescription, dental and medical health benefits consistent with those provided for other district employees. The Superintendent will be required to contribute toward the cost of her medical benefits in

accordance with applicable law. The contribution will be in the form of a payroll deduction from her gross salary.

2. The Superintendent/Principal 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/Principal will be paid the lesser of twenty-five percent (25%) of the premium saved or five thousand dollars (\$5,000) for waiving such coverage.

F. VACATION LEAVE:

1. The Superintendent shall be granted fifteen (15) vacation days annually, all of which will be available to the Superintendent on July 1st of each year, but is understood and agreed that they are earned on a monthly pro-rata basis. Additionally, the Superintendent shall follow the school calendar for time off as do students and staff in accordance with the Board adopted school calendar.

2. The Superintendent may take more than two (2) consecutive vacation days during the school year only after given the Board President reasonable notice, which shall be no less than two weeks' notice.

3. The Board encourages the Superintendent/Principal to take her full vacation allotment each year; however, not more than five (5) unused vacation days may be carried over by the Superintendent/Principal from year to year, to a maximum of twenty (20) accumulated vacation days, inclusive of fifteen (15) vacation days from current year. All days carried over must be used in the next year or those days not taken will be forfeited. In any year, the unused vacation days carried over shall not exceed five (5) except under compelling circumstances, with the approval of the Board of Education.

4. Upon separation from employment, the Superintendent/Principal 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/Principal's final salary. The Board shall make any such payment within thirty (30) days after the Superintendent/Principal's last day of employment. In the event of the Superintendent/Principal's death, payment for his unused accumulated vacation days shall be made to her estate.

5. In accordance with N.J.S.A. 18A:30-9.1, vacation days 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 pursuant to a plan established by the Board until such time as the Superintendent/Principal uses the accumulated vacation days or the Superintendent/Principal is compensated for the accumulated unused vacation days following a Board resolution approving payment of same.

G. PERSONAL LEAVE: The Superintendent shall be entitled to four (4) personal business days per year, without loss of salary, 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. Except in case of

emergency, the Superintendent/Principal shall confirm personal leave use in accordance with District practice prior to the use of leave.

Unused personal days at the end of each a school year shall convert to sick days. In no case shall the total umber of accumulated sick days exceed fifteen (15) sick days for any school year.

H. BEREAVEMENT LEAVE: The Superintendent shall be entitled to up to five (5) consecutive days bereavement leave per incident granted for members of the immediate family and three (3) consecutive days per incident for relatives outside the immediate family.

For this purpose, “immediate family” should be interpreted as meaning spouse, domestic partner or civil union partner, child, parent, mother-in-law, father-in-law, sibling, grandparent, grandchild or any member of the immediate household.

For this purpose, “relative outside the immediate family” shall be interpreted as aunt, uncle, son-in-law, daughter-in-law, brother-in-law, sister-in-law and other stepchildren not a member of the immediate household.

Unused bereavement days are not cumulative.

I. MILEAGE REIMBURSEMENT: The Superintendent/Principal shall be reimbursed for actual mileage when using her 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 personal vehicle shall be tendered only upon proof of compliance with applicable regulations.

J. ATTENDANCE RECORD: The Superintendent/Principal 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 designated staff member in charge of maintaining district attendance records each time any leave is taken. The Superintendent/Principal and Board President shall periodically review the attendance record to assure correctness.

K. TUITION REIMBURSEMENT. In the rapidly changing educational society, the Superintendent must constantly review curricula content, teaching methodologies and materials, educational philosophies and goals, social change and other topics related to education. The Board recognizes that it shares with the Superintendent/Principal the responsibility for the upgrading and updating of their performance and knowledge. The Board supports the principle of the continual training of its Superintendent/Principal and the improvement of delivery of instruction. The parties further agree that the Superintendent should fulfill the obligation for professional improvement in ways that best serve their own problems, functions, interest and needs.

The procedure for application, approval and reimbursement for post-graduate courses at an accredited school will be as follows:

1. Application to the Board for an accredited school post-graduate course reimbursement approval must be made thirty (30) days prior to the published course registration deadline

except under extenuating circumstances when announcement of a program does not permit such notification. A copy of the course registration deadline and course schedule must be submitted with application for reimbursement. Registration for courses shall be for current semester only.

2. The Superintendent/Principal will be reimbursed for an accredited school post-graduate course tuition costs as established at Rutgers University. The Superintendent will be reimbursed for no more than four (4) three (3) credit courses in any one calendar year. If the Superintendent wishes to enroll in four (4) courses per year, they will make every effort to schedule the four

(4) courses as follows: 1 fall semester course, 1 spring semester course and 2 summer courses.

3. The Superintendent/Principal shall be reimbursed upon successful completion of post-graduate courses (Grade of B or higher) from an accredited school and the tuition statement must be presented to the Board for the next scheduled Board Meeting for reimbursement approval.

4. Should the Superintendent/Principal's contract be terminated by either party, the Superintendent will be required to reimburse the district for all tuition reimbursement payments issued to them within two (2) calendar years of the official written notification of either the resignation of the Superintendent/Principal or the non-renewal by the Board.

L. PROFESSIONAL LIABILITY: The Board agrees that it shall defend, hold harmless and indemnify the Superintendent/Principal from any and all civil demands, claims, suits, actions and legal proceedings brought against the Superintendent/Principal in their individual capacity or in their 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/Principal was acting within the scope of their employment. If, in the good faith opinion of the Superintendent/Principal, a conflict exists in regard to the defense of any claim, demand or action brought against them and the position of the Board in relation thereto, the Superintendent/Principal may engage their 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/Principal under the Board's liability insurance policies, including employment practices liability coverage. Nothing in this Paragraph L is intended to diminish the protection afforded by N.J.S.A. 18A:16-6 and 16-6.1.

M. ADDITIONAL BENEFITS:

1. Disability Income-Protection Insurance: The Board of Education shall provide the Superintendent/Principal with disability income-protection insurance. The Superintendent/Principal may change carriers at their discretion. The total cost of the policy, and the Board's payment towards same, shall not exceed two thousand five hundred (\$2,500.00) dollars.

To the extent the Board does not provide group disability insurance to the staff of the District, the Board shall reimburse the Superintendent, annually, in an amount up to two thousand five hundred (\$2,500.00) dollars for his payment of premiums towards a disability insurance policy. The Superintendent/Principal shall submit proof of the premiums paid prior to receiving

reimbursement.

ARTICLE V: Annual Evaluation

A. The Board shall evaluate the performance of the Superintendent/Principal at least once a year on or before June 30th in accordance with statutes, regulations and Board policy relating to Superintendent/Principal 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/Principal, and the Superintendent/Principal and the Board shall meet to discuss the findings. The Board may meet in closed session to discuss the evaluation and the Superintendent/Principal's performance where a *Rice* notice has been served upon the Superintendent/Principal, giving notice that the Superintendent's employment will be discussed in closed session, and the Superintendent/Principal 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/Principal as set forth in the job description for the position of Superintendent/Principal, the district's placement on the NJQSAC continuum (with respect to those DPRs that are within the Superintendent/Principal'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/Principal 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 on or prior to June 30 of each year of this Contract. The Superintendent/Principal shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.

B. If the parties have not already done so, then 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/Principal is evaluated, as hereinafter provided. On, or prior to, August 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/Principal 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 of her choosing. In addition, the Board shall not hold any discussions with regard to the Superintendent/Principal's performance, or that may adversely affect the Superintendent/Principal'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: Termination of Employment Contract

A. This Contract shall terminate and the Superintendent/Principal'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;
5. notification in writing by the Board to the Superintendent/Principal, on or before March 1, 2028, of the Board's intent not to renew this Contract; or
6. 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/Principal 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 them 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/Principal may terminate this Employment Contract upon at least ninety (90) calendar days written notice to the Board, filed with the Board Secretary, of their intention to resign.

E. The Superintendent/Principal 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/Principal 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*.

F. In the event the parties agree to terminate this Contract prior to its expiration date, and to relieve the Superintendent/Principal from the actual performance of her duties, upon the approval of the Commissioner of Education, the Board shall compensate the Superintendent/Principal 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/Principal 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: 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 VII: Savings and Conflicts 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.

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 federal or State 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.

ARTICLE IX: Release of Personnel Information/Personnel Records

The Superintendent/Principal shall have the right, upon request, to review the contents of their 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/Principal shall have the right to indicate those documents and/or other materials in their file that they believe 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/Principal's conduct, service, character, or personality shall be placed in their personnel file unless they have had an opportunity to review the material. The Superintendent/Principal shall acknowledge that they have had the opportunity to review such material by affixing their 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/Principal 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.

Avon-by-the-Sea Board of Education

Superintendent/Principal (C.S.A.)

William Bing, Board President

Cathy Danahy

Date: _____

Date: _____

Attest:

Amy S. Lerner
School Business Administrator/Board Secretary

Dated: _____

Approval: Monmouth County Executive County Superintendent

(ATTACHED)

Dr. Lester Richens,
Executive County Superintendent

Dated: _____