

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made on this 21st day of July, 2023, by and between **THE BOARD OF EDUCATION OF THE LACEY TOWNSHIP SCHOOL DISTRICT**, located at 200 Western Boulevard, Lanoka Harbor, Lacey Township, Ocean County, State of New Jersey (hereinafter referred to as the "Board" or "District") and **WILLIAM ZYLINSKI**, located at 200 Western Boulevard, Lanoka Harbor, Lacey Township, Ocean County, State of New Jersey (hereinafter referred to as "Assistant Superintendent for Curriculum and Instruction"), who together at times may be referred to as "the parties."

W I T N E S S E T H:

The Board and the Assistant Superintendent for Curriculum and Instruction agree and acknowledge the following:

- A. The Board of Education of the Lacey Township School District is a corporate body politic governed by N.J.S.A. 18A:1-1 et seq.
- B. The Board wishes to employ William Zylinski as Assistant Superintendent for Curriculum and Instruction for the period of July 1, 2023 through June 30, 2024.
- C. William Zylinski desires to accept such employment and does hereby accept such employment for the period of July 1, 2023 through June 30, 2024, upon the terms and conditions hereinafter set forth which terms and conditions the Board and the Assistant Superintendent for Curriculum and Instruction believe and intend to be consistent with the requirements of N.J.S.A. 18A:1-1 et seq. and applicable sections of N.J.A.C. 6A:1-1 et seq.
- D. The Board and the Assistant Superintendent for Curriculum and Instruction intend to contract with one another and be bound in accordance with the terms of this Contract and the provisions of the statute and rules and regulations of the State Board of Education and the Commissioner, if any.
- E. The Board and the Assistant Superintendent for Curriculum and Instruction believe that this written Employment Contract will serve the purpose of mutual understanding and help to provide for a

harmonious relationship between the Board and the Assistant Superintendent for Curriculum and Instruction to the end that continuous and efficient services will be rendered by both parties, for the benefit of both and for the benefit of the students and residents of the District.

- F. The Board and the Assistant Superintendent for Curriculum and Instruction believe that this written Employment Contract will enhance administrative stability and continuity within the District, which the Board and the Assistant Superintendent for Curriculum and Instruction believe generally improves the quality of the District's overall educational programs.
- G. The Assistant Superintendent for Curriculum and Instruction represents that the Assistant Superintendent for Curriculum and Instruction is the holder of an appropriate certificate as prescribed by the State Board of Education to be appointed as an Assistant Superintendent for Curriculum and Instruction.

NOW, THEREFORE, in consideration of the above stated acknowledgments and of the mutual terms, promises and covenants contained herein, the parties agree as follows:

- 1. **Term.** The term of employment pursuant to this Contract shall commence on July 1, 2023 and terminate on June 30, 2024.
- 2. **Certification.** The Assistant Superintendent for Curriculum and Instruction represents to the Board, and the Board believes, that the Assistant Superintendent for Curriculum and Instruction currently possesses a valid standard certificate allowing the Assistant Superintendent for Curriculum and Instruction to be appointed as an Assistant Superintendent for Curriculum and Instruction of schools in the State of New Jersey.

If at any time during the term of this Contract, the Assistant Superintendent for Curriculum and Instruction Certification(s) allowing the Assistant Superintendent for Curriculum and Instruction to serve as an Assistant Superintendent for Curriculum and Instruction is/are revoked, this Contract shall be null and void as of the date of the revocation.

3. **Duties.** The Assistant Superintendent for Curriculum and Instruction agrees to perform faithfully the assigned duties for the Board as prescribed by the laws of the State of New Jersey and the State Board of Education and by the rules, policies and regulations of the Board and in accordance with any amendments to said statutes or rules, policies and regulations that may become effective during the term of this Contract. The Assistant Superintendent for Curriculum and Instruction shall perform such duties consistent with the position of Assistant Superintendent for Curriculum and Instruction as may be delegated to the Assistant Superintendent for Curriculum and Instruction by the Board or the Superintendent of Schools and as may be set forth in the job description for the position of Assistant Superintendent for Curriculum and Instruction of Schools.

The job description for the position of Assistant Superintendent for Curriculum and Instruction of Schools is incorporated in this Contract as if set forth at length.

All duties assigned to the Assistant Superintendent for Curriculum and Instruction by the Board and the Superintendent of Schools shall be appropriate to and consistent with the professional role and responsibility of the Assistant Superintendent for Curriculum and Instruction and shall be set by Board policy and in the appropriate job description which may be modified from time to time, consistent with the intent of this Contract.

4. **Salary.** The Assistant Superintendent for Curriculum and Instruction shall be paid a salary for the 2023-2024 school year in the amount of One Hundred Eighty Thousand Eight Hundred Dollars (\$180,863), which represents an increase of \$5,268 or 3%. His salary shall be paid twice per month.
5. **Transportation.** In light of the unique nature of the responsibilities of the Assistant Superintendent for Curriculum and Instruction, the Assistant Superintendent for Curriculum and Instruction shall be reimbursed for actual mileage when using his personal vehicle for Board business at the rate annually established by the New Jersey OMB Circular (the State rate) or as otherwise permitted by law pursuant to NJAC 6A:23A-3.1 (e). The Assistant Superintendent for Curriculum and Instruction shall

follow Board policy in supplying the necessary documentation when seeking reimbursement.

6. **Vacation/Holidays.** On July 1st of each school year, the Assistant Superintendent for Curriculum and Instruction shall receive twenty-five (25) work days of vacation with pay annually (prorated for any partial year) which days shall be exclusive of school holidays. Unused vacation days may be accumulated and aggregated beyond each Contract year for a period up to one Contract year where required by business demands pursuant to NJSA 18A:30-9.1. The Board, through the Business Administrator's office, shall be responsible for maintaining written documentation of the Assistant Superintendent for Curriculum and Instruction's earned and accrued vacation days. The parties agree that vacation days are fully awarded on July 1st of each school year.

The Assistant Superintendent for Curriculum and Instruction shall be entitled to all holidays and break periods as are provided to other administrative staff during the school year with pay. When school is not in session during the summer, the Assistant Superintendent for Curriculum and Instruction shall receive the following days as holidays with pay: Independence Day (July 4) and Labor Day.

7. **Sick Leave and Personal Days.** The Assistant Superintendent for Curriculum and Instruction shall receive no less than twelve (12) sick days leave annually, which shall be prorated. The unused portion of sick days, at the end of any year, shall be cumulative in accordance with the provisions of Title 18A-30.7.

The Assistant Superintendent for Curriculum and Instruction is granted three (3) personal days each year. If any personal days are unused at the end of the year, they shall convert to sick days for the following year.

The Board acknowledges and agrees that as of June 30, 2021, the Assistant Superintendent for Curriculum and Instruction earned and accrued one hundred sixty (160) sick days during the course of his employment as district supervisor and a member of the Lacey Township Administrators Association (LTASA). Upon retirement, the Board shall pay him the greater of the following:

(1) the dollar value of the Assistant Superintendent for Curriculum and Instruction's earned unused sick days as of June 30, 2021 as a member of the LTASA in accordance with the formula of the current contract between the Board and the LTASA of (2020-2021 annual salary of \$160,323 x 1/240) x 160; or

(2) \$15,000.00.

Subject to the foregoing formula, sick leave days earned and accrued as of June 30, 2021 shall be compensable upon the Assistant Superintendent for Curriculum and Instruction's retirement at a per diem value of 1/240th of his annual salary for the 2020-2021 school year of \$160,323. Subject to the foregoing formula, sick leave days earned and accrued after June 30, 2021 shall be compensable upon the Assistant Superintendent of Curriculum and Instruction's retirement at a per diem value of 1/260th of the Assistant Superintendent's annual salary at the time of his retirement. Any unused accrued sick leave shall be paid to the Assistant Superintendent upon retirement within 3 years after retirement.

The Parties also acknowledge that the Assistant Superintendent for Curriculum and Instruction has accumulated 36 vacation days as a member of the LTASA, for which he shall receive compensation at the daily rate of \$668.01 for a total of \$24,048.36. This amount is to be paid in three (3) equal annual installments of \$8,016.12 beginning July 15, 2021.

8. **Bereavement.** The Assistant Superintendent for Curriculum and Instruction shall be entitled to bereavement leave for up to five (5) days per incident within a two week period commencing with the date of death of a member of the Assistant Superintendent for Curriculum and Instruction's immediate family. Immediate family shall include grandfather, grandfather-in-law, step grandfather, grandmother, grandmother-in-law, step-grandmother, father, father-in-law, mother, mother-in-law, spouse, domestic partner or civil union partner as defined in New Jersey statute, child, child-in-law, step-child, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, step-father, step-father-in-law, step-mother, step-mother-in-law. The Assistant Superintendent for Curriculum and Instruction shall be entitled to

bereavement leave without loss of pay of one (1) day per incident within a two week period commencing with the event of death of an aunt, aunt-in-law, uncle, uncle-in-law, niece, step-niece, nephew or step-nephew. Extenuating circumstances regarding other individuals may be considered by the Board on a case by case basis. Unused bereavement leave at the end of each partial or full contract year shall not be cumulative.

9. **Documentation/Record Keeping.** The Assistant Superintendent for Curriculum and Instruction shall be responsible for filing a time off slip, in advance of the time off permitted in this Contract or immediately upon the return to the District in the event of an unplanned absence. The time off slip shall be filed with the Business Administrator each time any leave is taken. The Assistant Superintendent for Curriculum and Instruction shall periodically review the record of the Business Administrator to insure correctness.
10. **Medical Benefits.** The Board shall provide the Assistant Superintendent for Curriculum and Instruction with, and pay the premiums for, individual and/or family coverage at his option in the School Employees' Health Benefits Program (NJ Direct 15), its successor plan, or its equivalent (dependent as defined in the current plan coverage to age 26). The Board shall pay the full cost, less any employee contribution as mandated by P.L. 2011 Chapter 78 or P.L. 2020, Chapter 44 for employee elected health coverage.

The Assistant Superintendent for Curriculum and Instruction may waive, and be compensated as a percentage of cost, for coverage in any of the health benefits plans if the Assistant Superintendent for Curriculum and Instruction is covered through the health plan of the his spouse, civil union partner, or domestic partner as civil union partner and domestic partner are defined by New Jersey statute, but only in accordance with procedures established by the Board, if such right to waive coverage has been established by the Board for other certified employees of the Board.

11. **Dental Insurance.** The Board shall provide the Assistant Superintendent for Curriculum and

Instruction with a program of dental care providing full family coverage provided by Delta Dental.

12. **Prescription Coverage.** The Board shall provide the Assistant Superintendent for Curriculum and Instruction with a prescription program providing full family coverage as provided by Benecard Group 2238.
13. **Statutory Annuity Salary Reduction Program.** The Assistant Superintendent for Curriculum and Instruction shall have the right at any time prior to the commencement of, or at any time during the his employment with the board, 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.
14. **Professional Meetings.** The Assistant Superintendent for Curriculum and Instruction may attend appropriate local and state professional meetings with the approval of the Board. The expenses of approved attendance shall be paid by the District. The Assistant Superintendent for Curriculum and Instruction shall be permitted to attend conferences to include state and national conferences annually with Superintendent and Board of Education approval. Approval by the Board shall be consistent with the requirements of N.J.S.A. 18A:11-12 and applicable provisions of N.J.A.C. 6A:1-1 et seq.
15. **Professional Dues.** The Assistant Superintendent for Curriculum and Instruction shall be entitled to the payment by the Board of professional dues and membership fees for membership in the New Jersey Association of School Administrators and other professional associations in an amount up to one and one-half percent of the Assistant Superintendent for Curriculum and Instruction's annual base salary.
16. **Evaluation.** The Superintendent of Schools shall evaluate the performance of the Assistant Superintendent for Curriculum and Instruction of Schools in accordance with New Jersey statutes and

regulations. Each evaluation shall be in writing with a copy provided to the Assistant Superintendent for Curriculum and Instruction. The Superintendent and the Assistant Superintendent for Curriculum and Instruction shall thereafter meet to discuss the findings of the evaluation. The evaluations shall be based upon the goals and objectives of the District, the responsibilities of the Assistant Superintendent for Curriculum and Instruction and such other criteria as the State Board of Education or New Jersey Commissioner of Education shall, by regulation, prescribe.

17. **Separation from Service.**

- a. Employee shall be entitled to receive a terminal leave compensation computed at the salary rate earned during the final year of employment calculated at 1/260th of their annual salary, provided Employee notifies the Board in writing on or before January 30th of any school year, of his intention to retire on or before the end of that school year, and who actually files a retirement paper with the N.J. State Retirement System. The \$15,000 maximum under N.J.S.A. 18A:30-3.6 applies. In this case, the payment shall be made between July 1st and June 30th of the budget year immediately following resignation or retirement. An administrator who fails to provide written notice by January 30th of the school year shall not receive the payment until between July 1st and June 30th of the second budget year after notification of the resignation or retirement.
- b. Sick Days. Upon the Assistant Superintendent for Curriculum and Instruction's retirement, the Board shall pay all accumulated, unused, accrued sick days accumulated as an employee of the Lacey Township Board of Education at his daily rate of pay based upon his final salary. Throughout this Employment Contract, the Assistant Superintendent for Curriculum and Instruction's daily rate of pay shall be calculated as 1/260th of his then current annual salary. Any payment will be made on or before January 15th of the year following retirement.
- c. For all accumulated, unused, accrued sick days, upon retirement from the State administered

retirement plan to which the Assistant Superintendent for Curriculum and Instruction is a member and notice to the Board, the Assistant Superintendent for Curriculum and Instruction shall be entitled to be compensated for all accumulated, accrued, unused sick days at the rate per day of annual salary divided by 260. It is understood that upon retirement, the Assistant Superintendent for Curriculum and Instruction shall be entitled to payment for sick days or up to \$15,000.00 for all accumulated, accrued, unused sick days, whichever sum is greater.

d. Vacation Days. Upon the Assistant Superintendent for Curriculum and Instruction's separation from employment with the District or retirement, the Board will pay all accumulated unused vacation days at the rate per day of annual salary divided by 260 to a maximum of twenty-five (25) days.

e. Payment to Estate. If the Assistant Superintendent for Curriculum and Instruction dies before this Employment Contract term is completed, payment for all accumulated vacation days, but not for accumulated unused sick days, shall be made to his estate or his named beneficiary.

In addition, the Board agrees to pay the Assistant Superintendent for Curriculum and Instruction's estate the balance of any terminal leave compensation from his time with the LTASA as referred to in paragraph #7 above that has been accumulated up to the time of death.

In either case, the payment schedule shall be that of the district's current policy regarding terminal leave compensation disbursements.

18. **Professional Liability.** The Board shall defend, hold harmless and indemnify the Assistant Superintendent for Curriculum and Instruction from any and all demands, claims, suits, actions and legal proceedings brought against the Assistant Superintendent for Curriculum and Instruction individually or in the Assistant Superintendent for Curriculum and Instruction's official capacity as agent or employee of the Board, provided the matter giving rise to such claim arose while the Assistant Superintendent for Curriculum and Instruction was acting within the scope of his employment; and as such, liability

insurance coverage is within the authority of the Board to provide pursuant to Title 18A.

19. **Facilities.** The Board shall provide for the use of the Assistant Superintendent for Curriculum and Instruction a private office, adequate clerical help, and such other facilities and services as the Board shall determine to be suitable to the Assistant Superintendent for Curriculum and Instruction position and adequate for the performance of his duties as outlined in this Contract. The Assistant Superintendent for Curriculum and Instruction shall be provided a laptop for home use.

20. **Termination of Employment Contract**

- a. This Contract shall terminate, the Assistant Superintendent for Curriculum and Instruction employment shall cease, and no compensation shall thereafter be paid, under any one of the following circumstances:
- Failure of the Assistant Superintendent for Curriculum and Instruction to possess/obtain proper certification;
 - Revocation or suspension of the Assistant Superintendent for Curriculum and Instruction's certificate(s);
 - Forfeiture under N.J.S.A. 2C: 51-2;
 - Mutual agreement of the parties; or
- b. 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.
- c. The Assistant Superintendent for Curriculum and Instruction may terminate this Employment Contract upon at least 60 calendar days written notice to the Board, filed with the Board Secretary, of intention to resign with the last day of pay being the last day the Assistant Superintendent for Curriculum and Instruction works as Assistant Superintendent for Curriculum and Instruction or is otherwise entitled to payment pursuant to any rights of leave or vacation time as provided in this Contract.

- d. The Assistant Superintendent for Curriculum and Instruction shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by paragraphs B. and C. of this Section and as otherwise provided by N.J.S.A. 18A:1-1 et seq.
- e. The Board may terminate the employment of the Assistant Superintendent for curriculum and Instruction upon providing him with written notice at least 60 calendar days prior to termination.
- f. **Pre-existing Tenure Rights** Pursuant to N.J.S.A. 18A:17-20.4, the Assistant Superintendent for Curriculum and Instruction retains all tenure rights accrued in the position of District Supervisor and all other positions which he previously held in the District. The Assistant Superintendent for Curriculum and Instruction shall also continue to accrue seniority in all positions in which he achieved tenure in the District. The Assistant Superintendent for Curriculum and Instruction shall have the right to assert all tenure and seniority rights in the event that the Board does not renew or terminates the Assistant Superintendent for Curriculum and Instruction for any reason.

21. **Release of Personnel Information.** The Board acknowledges and agrees that the Open Public Records Act and case law interpreting it governs disclosure of personnel records. Pursuant to the Open Public Records Act, the only personnel information in connection with the Assistant Superintendent for Curriculum and Instruction employment with the District which is deemed public is (1) employee's name; (2) title; (3) salary; (4) payroll record; (5) length of service; (6) position; (7) date of separation from government service and reason; (8) amount and type of pension received; (9) data indicating conformity with specific experiential, education and medical qualification required for employment or receipt of public pension (exclusive of detailed medical or psychological information). All other 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 for Curriculum and Instruction, or by a

lawful order of a court of competent jurisdiction.

22. The Assistant Superintendent for Curriculum and Instruction shall have the right, upon request, to review the contents of his own personnel file and to receive copies at Board expense of any documents contained in the file. The Assistant Superintendent for Curriculum and Instruction shall be entitled to have a representative accompany him during any review. At least once every year, the Assistant Superintendent for Curriculum and Instruction 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 and subject to the requirements of the New Jersey Open Public Records Act and the New Jersey Records Destruction Act, such documents identified by the Assistant Superintendent for Curriculum and Instruction shall be destroyed.

No material derogatory to the Assistant Superintendent for Curriculum and Instruction's conduct, service, character, or personality shall be placed in his personnel file unless he has had an opportunity to review the material. The Assistant Superintendent for Curriculum and Instruction shall acknowledge that the Assistant Superintendent for Curriculum and Instruction 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 for Curriculum and Instruction shall also have the right to submit a written answer to such material.

23. **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, then unless prohibited by law, the terms of this Employment Contract shall control over the contrary provisions of the Board's policies or any permissive law during the term of the Contract.

24. **Severability.** It is the intention of the parties that the terms and conditions of this Contract shall be consistent and in full compliance with the provisions of N.J.S.A. 18A:1-1, et seq., the laws of the State

of New Jersey and the rules and regulations of the New Jersey Department of Education. This Contract shall be construed accordingly. If any provision of this Contract is determined by any court or reviewing agency to be invalid or inconsistent with the law, it is the intention of the parties that all valid provisions which are severable from the invalid provisions shall remain in effect and that this Contract shall continue to be effective to the full extent that it is consistent with the law.

25. **Amendments.** No amendments or additions to this Contract shall be binding upon the parties unless in writing and signed by both parties.
26. **Entire Agreement.** This Contract contains the entire understanding of the parties and there are no representations, warranties, covenants, promises or undertakings other than those expressly set forth herein. This Contract is intended to be binding on the successors, assigns and legal representatives of the parties hereto.

IN WITNESS WHEREOF, the parties have hereto executed this Contract the day and year first above written.

ATTEST:

LACEY TOWNSHIP BOARD OF EDUCATION

William Zylinski

Linda Downing, Board President

Sharon Silvia, Board Secretary

Harold S. Peters, Board Vice President