

CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT is made and entered into this 12th day of June, 2025, by and between the **NEPTUNE CITY BOARD OF EDUCATION**, with offices located at 210 West Sylvania Avenue, Neptune City, New Jersey 07753 (hereinafter "the Board")

and

DANIEL LAYTON, whose position is to be the Chief School Administrator/Principal (hereinafter "CSA/Principal").

WITNESSETH

WHEREAS, the Board and the CSA/Principal believe that a written Contract of Employment is necessary to specifically describe their relationship and to serve as the basis of effective communication between them; and

WHEREAS, the Board offered Mr. Layton the position of CSA/Principal, and he has accepted the Board's offer; and

WHEREAS, the CSA/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; and

WHEREAS, the Board approved the terms of this Contract of Employment by a vote of its members at a scheduled meeting on June 12, 2025, and has authorized the President of the Board to execute this Contract of Employment.

NOW, THEREFORE, the Board and the CSA/Principal, for the consideration herein specified, agree as follows:

A. TERM

The Board hereby agrees to employ Mr. Layton as the CSA/Principal of the Neptune City School District for the period beginning on August 1, 2025 and expiring at midnight on June 30, 2030.

B. CERTIFICATION AND RESPONSIBILITIES

1. Certification:

The CSA/Principal shall maintain current and valid certificates issued by the New Jersey Department of Education for the position of CSA/Principal. In the event the CSA/Principal's certificate issued by the Department of Education is revoked, this Contract of Employment is null and void as of the date of the certificate revocation.

The CSA/Principal further agrees to comply with all other legal requirements respecting the employment of a CSA/Principal.

2. Duties:

The CSA/Principal shall have general supervision over the school and all attendant powers and duties as set forth by law. The CSA/Principal shall:

a. faithfully perform the duties of the CSA/Principal for the Board and serve as the chief school administrator and executive in accordance with the laws of the State of New Jersey, rules and regulations adopted by the State Board of Education, and policies which are adopted from time to time by the Board. The specific job description adopted by the Board, applicable to the position of CSA/Principal, is incorporated into this Contract of Employment and shall be followed by the CSA/Principal.

b. devote his full time, skills, labor and attention to this employment during the terms of this Contract of Employment, provided that the CSA/Principal may, with prior written permission of the Board undertake consultative work, speaking engagements, writing, teaching, lecturing, or other professional duties and obligations which do not interfere with his full-time responsibilities as CSA/Principal. If the CSA/Principal receives approval to engage in such outside activities as noted herein, or chooses to do so on weekends or on his vacation time, he shall retain any honoraria paid.

c. carry out the administration of instruction and business affairs of the district, with the assistance of staff, in accordance with the responsibilities as outlined above and more particularly in the job description.

d. recommend the selection, placement, appointment, reappointment, non-renewal, 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 in accordance with the responsibilities as outlined above, and subject to applicable Board policies and directives.

e. study and make recommendations with respect to all criticism and complaints, which a majority of the Board may refer to him in accordance with the responsibilities outlined above.

f. attend appropriate professional meetings and conferences as a representative of the Board. The expenses incurred in connection with such meetings shall be subject to the provisions herein regarding reimbursement for professional expenses incurred by the CSA/Principal.

g. structure his working day and organization to ensure that all duties are performed and obligations met. The Board recognizes that the demands of the CSA/Principal's position require him to work long and irregular hours, and occasionally may require that he attend to District business outside of the District. The CSA/Principal shall notify the Board President in the event he is going to be away from the District on District business for two (2) or more days in any week.

h. assume responsibility for the administration of the affairs of the School District, including but not limited to programs, personnel and fiscal operations, instructional programs, and all duties and responsibilities therein will be performed and discharged by the CSA/Principal or by staff at the CSA/Principal's direction.

i. have a seat on the Board and the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The CSA/Principal shall attend all regular and special meetings of the Board, and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the School District.

j. 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.

k. perform all duties incident to the Office of the CSA/Principal and such other duties as may be prescribed by the Board from time to time. The Board shall not substantially increase the duties of the CSA/Principal by assigning him the duties or responsibilities of another title or position unless the parties agree upon the increased duties, and proper procedures are followed with respect to modifying the Contract of Employment and receiving the prior approval of the Executive County Superintendent.

All duties assigned to the CSA/Principal should be appropriate to and consistent with the professional role and responsibility of the CSA/Principal, and shall be set by Board policy and in the Job Description for Superintendent (a.k.a. CSA/Principal) which may be modified from time to time, consistent with the intent set forth above.

C. PROFESSIONAL GROWTH OF CSA/PRINCIPAL

The Board encourages the continuing professional growth of the CSA/Principal, upon the prior approval of the Board, through his participation as he and the Board might decide, in light of his responsibilities as the CSA/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 CSA/Principal to perform his professional responsibilities for the Board;
4. Visits to other institutions; and
5. Other activities promoting the professional growth of the CSA/Principal.

Expenses for meals, lodging, registration, and transportation for state conventions of recognized educational associations, workshops, seminars, and institutes to enhance the CSA/Principal's knowledge and expertise in the field of education and administration shall be paid for/reimbursed by the Board in accordance with law. Expenses for transportation shall be paid for/reimbursed by the Board in accordance with law or Board policy, whichever is less. 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 Board. The CSA/Principal shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement.

D. COMPENSATION

1. Salary:

For the 2025-2026 school year, the Board shall pay the CSA/Principal an annual salary of One Hundred Fifty-five Thousand (\$155,000) Dollars.

For the 2026-2027 school year, the Board shall pay the CSA/Principal an annual salary of One Hundred Fifty-Eight Thousand Eight Hundred and Seventy-Five Dollars (\$158,875).

For the 2027-2028 school year, the Board shall pay the CSA/Principal an annual salary of One Hundred Sixty-Two Thousand Eight Hundred and Forty-Seven Dollars (\$162,847).

For the 2028-2029 school year, the Board shall pay the CSA/Principal an annual salary of One Hundred Sixty-Six Thousand Nine Hundred Eighteen Dollars (\$166,918).

For the 2029-2030 school year, the Board shall pay the CSA/Principal an annual salary of One Hundred Seventy-One Thousand Ninety-One Dollars (\$171,091).

The annual salary shall be paid to the CSA/Principal in accordance with the payroll schedule for other certified employees.

2. Evening Meetings:

The CSA/Principal shall attend such evening meetings as required by the Board. It is understood that there will be no additional remuneration for attendance at such meetings.

3. Other Provisions:

During the term of this Contract of Employment, including any extension thereof, the CSA/Principal shall not be reduced in compensation, including salary and benefits. Any adjustment in salary made during the life of this Contract of Employment shall be in the form of an amendment, but it shall not be deemed that the Board and the CSA/Principal have entered into a new Contract of Employment, and any amendment shall require the prior approval of the Executive County Superintendent.

The CSA/Principal shall have the right at any time prior to the commencement of, or at any time during the CSA/Principal's employment, to take a reduction in salary and require the Board to use an amount corresponding to such reduction in salary 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 such authorized reduction in salary shall be the maximum tax deferral amount permitted by the Federal Internal Revenue Code.

E. BENEFITS

1. Vacation Days/Holidays:

The CSA/Principal shall be granted twenty (20) vacation days annually, exclusive of school and legal holidays, and calculated and prorated on an annualized basis. All vacation days shall be available to the CSA/Principal on July 1st of each Contract of Employment year, aside from the first year which will be on his start date. If the CSA/Principal does not complete a Contract of Employment year, the number of days shall be prorated. If the CSA/Principal utilized days in excess of this rate, compensation for those days shall be deducted from the CSA/Principal's last paycheck. The CSA/Principal shall provide the Board

President with notice prior to scheduling vacation days. The CSA/Principal shall document the use of accrued vacation days with the Business Office.

The CSA/Principal may take vacation days when school is in session, with notice to the Board, as single days, half-days, or in the event of an emergency. If the CSA/Principal wishes to take more than two (2) consecutive vacation days during periods when school is in session, the CSA/Principal shall request permission from the Board President. The CSA/Principal is expected to attend to the business of the District as required for the smooth and efficient operation of the District.

If business demands prohibit the CSA/Principal from using all of his allotted vacation days in a given year, upon the permission of the Board of Education, the CSA/Principal may carry over up to ten (10) unused vacation days to be used during the next year pursuant to law. Any vacation days carried over from the previous year that are not used shall be forfeited.

If the CSA/Principal does not complete a Contract of Employment year, the number of days shall be prorated at 1.667 vacation days per month for the completed months of service. If the CSA/Principal utilized days in excess of this rate, compensation for those days shall be deducted from the CSA/Principal's last check.

Unless school is in session, the CSA/Principal shall be entitled to time off with pay for the following holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day

In addition to the above holidays and other forms of paid time off specified in this agreement, the CSA/Principal shall be entitled to time off for all school holidays and recesses pursuant to the school calendar (other than summer when school is not in session).

2. Personal Days:

The CSA/Principal shall be granted five (5) personal days annually, without loss of salary, calculated and prorated on an annualized basis, all of which shall be available to the CSA/Principal on July 1st aside from the first year which will be on his start date. The CSA/Principal shall alert the Board President when he uses a personal day.

Personal days may be taken during the school year with prior notice, if possible, to the Board President. As much advance notice as possible of the request to take personal time during the school year will be given. Unused personal days will be converted to sick days at the rate of one (1) sick day for each unused personal day at the end of a Contract of Employment year and shall accumulate as provided by law. In no case shall the total number of unused sick days exceed fifteen (15) sick days for the Contract of Employment year.

3. Sick Days:

In each year of the Contract of Employment, the Board shall provide the CSA/Principal with fifteen (15) sick days annually, calculated and prorated on an annualized basis, all of which shall be available to the CSA/Principal on July 1st of each Contract of Employment year, aside from the first year which will be on his start date. Upon the commencement of employment, the CSA/Principal shall be given a bank of 30 sick days to be used in the event of illness. These "banked sick days" shall decrease in direct proportion to the number of sick days earned in the district. In addition, these banked sick days shall not be eligible for compensation upon retirement.

Unused sick leave may be accumulated from year to year. Accumulated unused sick leave shall be eligible for reimbursement at the time of retirement as provided by section F.2 of this Contract of Employment.

The CSA/Principal shall be responsible for recording an absence due to sick days with the Board Secretary each time any sick leave is taken. The CSA/Principal shall periodically review the Board Secretary's record to assure correctness.

4. Family Illness Days:

The CSA/Principal shall also be granted three (3) family illness days to care for an ill parent, the CSA/Principal's spouse/partner, or the CSA/Principal's child. Unused family illness days shall not be cumulative. In no case shall any unused family illness days be eligible for cash reimbursement.

5. Bereavement Leave:

The Board shall provide the CSA/Principal with up to five (5) days off, with pay, for the death of a member of the CSA/Principal's immediate family. Immediate family shall be defined as the CSA/Principal's spouse/partner, children, grandchildren, father, mother, grandparents, sister, brother, and other members of the CSA/Principal's household. The Board shall provide the CSA/Principal with

up to three (3) days off, with pay, for the death of a relative not residing in the CSA/Principal's household. Except in the case of a declared State of Emergency by the New Jersey Governor and as further discussed herein, any days off under this paragraph of the Contract of Employment must be taken within 30 days of death. In the case of a declared State of Emergency by the New Jersey Governor where restrictions are placed upon gatherings or other activities associated with the death of a person, any days off allotted to the CSA/Principal under this paragraph of the Contract of Employment shall not be required to be taken within 30 days of death.

The CSA/Principal shall be responsible for recording an absence due to bereavement leave, in advance of the time off, with the Board Secretary each time any such leave is taken. The CSA/Principal shall periodically review the Board Secretary's record to assure correctness.

6. Health Benefits:

The Board shall provide the CSA/Principal, his spouse, and his dependents, if applicable, and/or with a change in circumstances, with medical, dental care, and prescription benefits under the same policy as other District employees. Pursuant to law, the CSA/Principal shall contribute an amount established by P.L.2011, Chapter 78, Tier IV towards the cost of health insurance benefit premiums, depending upon the particular plan in which the CSA/Principal is enrolled. If the CSA/Principal is enrolled in the New Jersey Educator's Health Plan or the Garden State Health Plan, the CSA/Principal shall contribute in accordance with P.L.2020, Chapter 44. If the CSA/Principal enrolls in any other health plan, the CSA/Principal shall contribute an amount established by Ch. 78, Tier IV. The contribution shall be made through payroll deduction and the Board shall provide the CSA/Principal with a Section 125 cafeteria plan.

The Board shall provide the CSA/Principal with a vision care program for himself and his dependents. In lieu of a private plan, the Board may reimburse the CSA/Principal for the actual vision care expenses not to exceed Seven Hundred and Fifty Dollars (\$750).

The CSA/Principal may voluntarily waive health benefit coverage. If the CSA/Principal elects to waive health benefit coverage, he must provide written representation of alternate insurance coverage to the Board. If the CSA/Principal chooses to waive health benefit coverage he shall be entitled to a waiver payment in an amount equal to Five Thousand Dollars (\$5,000). Waivers paid for less than one year shall be prorated.

Payments for waivers are in June. Waiver payments do not roll over into the next school year. A waiver form must be submitted to the Payroll Department each year.

The CSA/Principal will be permitted to re-enroll in the respective group insurance

plans every July 1 or immediately if he provides proof of a life status change, such as loss of coverage.

7. Membership Fees:

The Board shall pay one hundred percent (100%) of the CSA/Principal's membership fees and/or charges to all professional associations, and other organizations deemed important by the CSA/Principal and the Board. The CSA/Principal is a member of the following organizations:

AASA School Superintendents Associations

NJASA NJ Association of School Administrators

NJPSA NJ Principals & Supervisors Association

ASCD Association for Supervisors and Curriculum Development

NAESP National Association of Elementary Principals

County Administrators Association

Other organizations deemed important by the CSA/Principal and the Board.

The CSA/Principal may hold additional memberships in other organizations, as budgeted, to maintain or improve his professional skills, subject to approval by the Board.

8. Subscriptions:

The CSA/Principal may subscribe to appropriate educational and/or professional publications within the limits set in the annual District budget. The Board shall pay one hundred percent (100%) of the CSA/Principal's subscription fees to appropriate educational and/or professional publications within the limits set in the annual budget.

9. Expense Reimbursement:

The Board shall reimburse the CSA/Principal for expenses incurred for travel and sustenance in the performance of the CSA/Principal's duties under this Contract of Employment in accordance with law. Mileage shall be paid from mileage vouchers according to "New Jersey Office of Management and Budget" rates per mile or Board policy, whichever is less. The CSA/Principal shall be reimbursed for expenses pursuant to Board policy, upon prior approval of the Board, and pursuant to N.J.S.A.18A:11-12 and regulations promulgated thereunder. Expense reimbursement shall not include travel to or from the CSA/Principal's residence to the District.

10. Technology:

The CSA/Principal shall receive \$100.00 per month for the cost of use of his cellular telephone. The CSA/Principal shall have the use of a District laptop computer, or other computing technology, at no expense to the CSA/Principal, for the purpose of carrying out his duties under the terms and conditions of this Contract of Employment, with de minimum personal use. The laptop computer shall remain the property of the Board and shall be returned to the District upon the CSA/Principal's separation from service.

F. RETIREMENT OR SEPARATION FROM SERVICE

1. Accumulated Unused Vacation Days:

Upon the CSA/Principal's separation from employment with the District or retirement from employment with the District, the Board shall reimburse the CSA/Principal for up to thirty (30) accumulated unused vacation days earned while an employee of the Board, in accordance with law. Payment shall be calculated at the CSA/Principal's daily rate of pay at the rate of 1/260 of his annual salary following his last day of employment. Payment by the Board to the CSA/Principal for his unused vacation days shall be made within thirty (30) days of his separation from employment.

2. Accumulated Unused Sick Days:

Upon the CSA/Principal's retirement, the Board will pay all unused, accumulated sick days earned while an employee of the Board, in accordance with law. Payment shall be calculated at the CSA/Principal's daily rate of pay, prescribed in this contract for the last year of employment prior to retirement, based upon a 260-day work year. Payment shall not exceed Fifteen Thousand (\$15,000.00) Dollars, except to the extent permitted by law. Payment by the Board to the CSA/Principal for his unused sick days shall be made within thirty (30) days of his retirement.

3. Payment to Estate:

If the CSA/Principal dies before his Contract of Employment year is completed, payment for any accumulated unused vacation days due to the CSA/Principal shall be made to his estate in accordance with law.

G. MENTORING/NEW SUPERINTENDENT'S ACADEMY

The CSA/Principal shall be reimbursed or the Board shall pay directly to the provider up to One Thousand Seven Hundred Fifty Dollars (\$1,750.00) in the CSA/Principal's first year of attendance, and up to Four Hundred Fifty Dollars (\$450.00) in the CSA/Principal's second year of attendance, towards the New

Superintendent's Academy.

The Board shall also pay the cost for the CSA/Principal's State-mandated mentoring program to a maximum of Two Thousand Five Hundred Dollars (\$2,500.00).

H. EVALUATION

The Board shall evaluate the performance of the CSA/Principal at least once per year, in accordance with law. The Board and the CSA/Principal shall meet to review the CSA/Principal's performance and establish performance goals for the following school year. Each evaluation shall be in writing, a copy shall be provided to the CSA/Principal, and the Board and the CSA/Principal shall meet to discuss the findings. The evaluation shall include areas of commendation and recommendation and shall provide direction as to any aspects of performance that are in need of improvement. The evaluations shall be based upon the goals and objectives of the District and the Board of Education, the responsibilities of the CSA/Principal as set forth in his job description and provide for such other criteria as the State Board of Education shall by regulation prescribe. It shall be the Board's responsibility to ensure completion of the annual evaluation of the CSA/Principal. The CSA/Principal shall receive a copy of any backup forms utilized in the evaluation process. The evaluation format shall be developed and approved jointly by the Board and the CSA/Principal within ninety (90) days of the execution of this Contract of Employment. On or before June 30 of 2025-2026, 2026-2027, 2027-2028, 2028-2029, and 2029-2030 school years, the CSA/Principal 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.

In the event that the Board determines that the performance of the CSA/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 CSA/Principal shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the evaluation in question.

Within ninety (90) days of the execution of this Contract of Employment, 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 CSA/Principal is evaluated, as hereinafter provided. 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.

The parties also agree that the Board shall not hold any discussions regarding the CSA/Principal's employment, unless the CSA/Principal is given written notice at least 48 hours in advance. In addition, the Board shall not hold any discussions with regard to the CSA/Principal's performance, or that may adversely affect the CSA/Principal's employment, in public session, unless the CSA/Principal requests such discussions be held in public session, pursuant to the Open Public Meetings Act. In the event that the CSA/Principal is served with a Rice notice, and chooses to have the ensuing discussion in closed session, at a minimum, he shall have the opportunity to address the Board in closed session and bring a representative of his choosing.

I. EXTENSION OF CONTRACT OF EMPLOYMENT

Except as otherwise provided by law, any extension of this Contract of Employment shall be by mutual agreement of the parties and must be set forth in a written agreement signed by the parties and upon prior approval of the Executive County Superintendent.

J. TERMINATION OF CONTRACT OF EMPLOYMENT

1. This Contract of Employment may be terminated by:

- a. Mutual agreement of the parties;
- b. Unilateral termination by the CSA/Principal upon ninety (90) days written notice to the Board;
- c. Notification in writing by the Board to the CSA/Principal at least one hundred fifty (150) days prior to the expiration of this Contract of Employment, in accordance with the requirements of N.J.S.A. 18A:17-20.1, of the Board's intent not to renew this Contract of Employment. The Board shall take such action by an affirmative vote of the majority of the full membership of the Board;
- d. In the event the CSA/Principal's certificate is revoked, this Contract of Employment shall become null and void as of the date of revocation; or
- e. Actions consistent with law.

K. INDEMNIFICATION

The Board shall defend, hold harmless and indemnify the CSA/Principal from any and all demands, claims, suits actions and legal proceedings brought against the CSA/Principal in his official capacity as an 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 CSA/Principal was acting within the scope of his employment in accordance with applicable New Jersey law.

L. REVOCATION CLAUSE

The Parties hereto agree that in the event the CSA/Principal's certification is permanently revoked, all provisions of this Contract of Employment shall be null and void as of the date of the revocation, and if the CSA/Principal is lawfully precluded from performing his duties by any Judgment, Order or direction of any court of competent jurisdiction or the Commissioner of Education, all provisions of this Contract of Employment shall terminate and the CSA/Principal's employment shall cease.

M. COMPLETE AGREEMENT

This Contract of Employment embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties and the prior approval of the Executive County Superintendent for Monmouth County.

N. MODIFICATION (COMPLETE AGREEMENT)

This Contract of Employment embodies the entire agreement between the Parties hereto, and its terms and conditions shall not be modified except by the written consent of both Parties hereto and after review and approval by the Executive County Superintendent. Any amendments to this Contract of Employment shall not create a new Contract of Employment or Contract term but shall only constitute an amendment to the existing Contract of Employment.

O. CONFLICTS

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

P. SAVINGS CLAUSE

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

WHEREAS, the CSA/Principal approves the terms and conditions of this Contract of Employment, and agrees to be bound by same;

WHEREAS, this Contract of Employment has been approved by a vote of the Members of the Board of Education at its meeting of _____, 2025, said action having been made a part of the official minutes of that meeting.

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



DANIEL LAYTON, CSA/Principal

Dated: 7/7/2025

Witness:

Dated: _____

BOARD OF EDUCATION:



Anthony Susino, President

Dated: 6/10/2025



George Gahles, Board Secretary

Dated: 8/7/25