

CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT is made and entered into this 26th day of February, 2025, by and between the **RUMSON FAIR-HAVEN REGIONAL BOARD OF EDUCATION**, with offices located at 74 Ridge Road, Rumson, New Jersey 07760 (hereinafter the "Board")

and

MARSHALL "LEE" MCDONALD, Ed.D., whose position is to be the Superintendent of Schools (hereinafter the "Superintendent").

WITNESSETH

THIS CONTRACT OF EMPLOYMENT replaces and supersedes all prior Contracts of Employment between the parties thereto. Signature of this Contract of Employment constitutes assent to a rescission of any and all prior Contracts of Employment as well as agreement to the terms herein.

WHEREAS, the Board and the Superintendent 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 Dr. McDonald the position of Superintendent, and he has accepted the Board's offer; and

WHEREAS, the Superintendent is the holder of an appropriate certificate as prescribed by the State Board of Education and as required by N.J.S.A. 18A:17-17; and

WHEREAS, the Board approved the terms of this Contract of Employment by a vote of its members at a scheduled meeting on February 26, 2025, and has authorized the President of the Board to execute this Contract of Employment.

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

1. **TERM**

The Board hereby agrees to employ Dr. McDonald as the Superintendent of the Rumson-Fair Haven Regional Board of Education for the period beginning no later than April 15, 2025, and ending at 11:59 p.m. on June 30, 2029.

2. CERTIFICATION AND RESPONSIBILITIES

A. Certification:

The Superintendent shall maintain current and valid certificates issued by the New Jersey Department of Education for the position of Superintendent of Schools.

If, at any time during the term of this Contract of Employment, the Superintendent's certification is revoked, this Contract of Employment shall be null and void as of the date of the revocation. The Superintendent further agrees to comply with all other legal requirements respecting the employment of a Superintendent.

B. Duties:

The Superintendent shall have general supervision over the schools and all attendant powers and duties as set forth by law. The Superintendent shall:

a. faithfully perform the duties of the Superintendent of Schools for the Board and serve as the chief school administrator and executive officer 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 Superintendent, is incorporated into this Contract of Employment and shall be followed by the Superintendent;

b. devote his full time, labor and attention to this employment during the terms of this Contract of Employment, provided that the Superintendent may, with prior notice to and prior approval of the Board President (who shall consult with the Personnel Committee prior to responding to the Superintendent), undertake short term consultative work, speaking engagements, writing, teaching, lecturing, or other professional duties and obligations which do not interfere with his full-time responsibilities as Superintendent;

c. carry out the administration of instruction and business affairs of the district, with the assistance of staff, in accordance with the legal obligations required by law and the responsibilities as outlined above, including the job description;

d. to assume the responsibilities for the selection, recommendation of appointment, 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. 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. study and make recommendations with respect to all criticism and complaints, which the Board, either individually or collectively, shall 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 Superintendent;

g. structure his working day and organization to ensure that all duties are performed and obligations met;

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 Superintendent or by staff at the Superintendent'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 Superintendent shall attend all regular and special meetings of the Board, and all committee meetings which require his attendance thereof, and shall serve as advisor to the Board and said committees on all matters affecting the School District. Where the Superintendent has received a *Rice* notice and has opted to have the discussion in executive session, he shall have the right to address the Board in executive session and bring an attorney to represent him;

j. recommend 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 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;

l. report to the Board of Education and adhere to directions from the Board of Education consistent with Board policy, the Job Description for the position of Superintendent of Schools, and with the performance and legal obligations as otherwise provided herein;

m. consult with the Board Attorney as the Superintendent deems appropriate.

All duties assigned to the Superintendent should be appropriate to and consistent with the professional role and responsibilities of the Superintendent, and shall be set by Board policy and in the Job Description, which is incorporated herein by reference, for the Superintendent which may be modified from time to time, consistent with the intent set forth above. The Board shall not substantially increase the duties of the Superintendent by assigning him the duties or responsibilities of another position or title unless the parties agree upon additional compensation commensurate with such increase in duties, the additional compensation is reflected in an Addendum to this Contract of Employment, such Addendum has been approved by the Executive County Superintendent, and there is

compliance with the notice and hearing requirements set forth at N.J.S.A. 18A:11-11.

3. **PROFESSIONAL GROWTH OF SUPERINTENDENT**

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

- A. 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;
- 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 Superintendent to perform his professional responsibilities for the Board;
- D. Visits to other institutions; and
- E. Other activities promoting the professional growth of the Superintendent.

Expenses for meals, lodging, registration, and transportation for national or state conventions of recognized educational associations, workshops, seminars, and institutes to enhance the Superintendent's 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 Board. The Superintendent shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement.

In each year of the Contract of Employment, the Superintendent shall be entitled to attend the NJSBA fall school law forum, the annual NJASBO Conference, NJASA TECHSPO, the NJASA annual Spring Leadership Conference, the AASA Conference, and the ASCD Conference. As noted above, payments or reimbursements for the Superintendent's annual attendance at the conferences listed herein 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 Superintendent shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement.

4. **COMPENSATION**

- A. Salary:

For the 2024-2025 school year, the Board shall pay the Superintendent an annual salary of Two Hundred Twenty-Two Thousand Dollars (\$222,000.00), prorated.

For the 2025-2026 school year, the Board shall pay the Superintendent an annual salary of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00).

For the 2026-2027 school year, the Board shall pay the Superintendent an annual salary of Two Hundred Twenty-Nine Thousand Five Hundred Dollars (\$229,500.00).

For the 2027-2028 school year the Board shall pay the Superintendent the sum of Two Hundred Thirty-Four Thousand Ninety Dollars (\$234,090.00).

For the 2028-2029 school year the Board shall pay the Superintendent the sum of Two Hundred Thirty-Eight Thousand Seven Hundred Seventy-One Dollars and Eighty Cents (\$238,771.80).

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

B. Other Provisions:

During the term of this Contract of Employment, including any extension thereof, the Superintendent 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, shall not be deemed that the Board and the Superintendent have entered into a new Contract of Employment, shall require the prior approval of the Executive County Superintendent, and shall comply with the notice and hearing requirements set forth at N.J.S.A. 18A:11-11.

5. BENEFITS

A. Vacation Days/Holidays:

For the 2024-2025 school year, the Superintendent shall be granted Six and One Half (6.5) vacation days, all of which shall be available to the Superintendent at the start of the Contract of Employment. The Board, through its Business Office, shall be responsible for maintaining written documentation of the Superintendent's earned, used and accrued vacation days.

In each of the 2025-2026, 2026-2027, 2027-2028, and 2028-2029 school years, the Superintendent shall be granted Twenty-Two (22) vacation days annually, calculated and prorated on an annualized basis, all of which shall be available to the Superintendent on July 1 of each year of the Contract of Employment. The Board, through its Business Office, shall be responsible for maintaining written documentation of the Superintendent's earned, used and accrued vacation days.

If business demands prohibit the Superintendent from using all of his allotted vacation days in a given year, he may carry over up to Twenty-Two (22) unused vacation days to be used during the next school year pursuant to law. Any vacation days carried over from the previous school year that are not used shall be forfeited. Vacation days not taken in a given

school 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 and the Superintendent, as per N.J.S.A. 18A:30-9. Any plan regarding the use and/or compensation of unused vacation leave where same is the direct result of a State of Emergency shall require the passage of a Board resolution outlining the plan.

If the Superintendent does not complete a Contract of Employment year, the number of vacation days shall be prorated at 1.833 vacation days per month for the completed months of service. If the Superintendent utilized days in excess of this rate, compensation for those days shall be deducted from the Superintendent's last check.

The Superintendent shall be entitled to time off with pay for the following holidays:

New Year's Day	Labor Day
Matin Luther King's Birthday*	Rosh Hashanah and Yom Kippur*
Good Friday*	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Independence Day	December Holiday Recess (including Christmas Day)

*if school is not in session on that day

Approval for specific paid leave days not otherwise outlined herein as designated paid holidays, paid recess days, or authorized paid leave days must be approved by the President of the Board of Education.

Summer Schedule: From July 1 through August 1, unless the Superintendent's presence is required in the District building, the Superintendent shall have the ability, at his discretion, to work remotely on Fridays.

B. Personal Days:

For the 2024-2025 school year, the Superintendent shall be granted one (1) personal day, without loss of pay, which shall be available at the start of the Contract of Employment and without explanation as to the reason for the personal day.

For each of the 2025-2026, 2026-2027, 2027-2028, and 2028-2029 school years, the Superintendent shall be granted three (3) personal days annually, without loss of salary, calculated and prorated on an annualized basis, all of which shall be available to the Superintendent on July 1st and without explanation as to the reason for the personal days.

Personal days shall be used to conduct personal matters which require absence during school hours. Except in cases of emergency, the Superintendent shall submit requests for personal leave to the President of the Board at least one (1) week in advance of the intended day and the President of the Board shall respond within three (3) school days of the request, when possible. In the case of an emergency, the Superintendent may use his unused personal days without the required notification. Upon the exhaustion of the contractual

personal leave days noted herein, additional time may be granted to the Superintendent for good cause and at the discretion of the President of the Board.

Up to three (3) unused personal days at the end of each Contract of Employment year shall convert to sick days and accumulate in accordance with law. In no case shall the Superintendent accumulate more than fifteen (15) sick leave days in any given Contract of Employment year.

C. Sick Leave:

For the 2024-2025 school year, the Superintendent shall be granted Three-and-One-Half (3.5) sick days, all of which shall be available to the Superintendent at the start of the Contract of Employment.

For each of the 2025-2026, 2026-2027, 2027-2028, and 2028-2029 school years, the Superintendent shall be granted Twelve (12) sick days annually, calculated and prorated on an annualized basis, all of which shall be available to the Superintendent on July 1.

The unused portion of such sick leave, at the end of any Contract of Employment year, shall be cumulative. Unused sick leave may be accumulated from year to year. The Superintendent shall confirm absences resulting from personal illness in accordance with District policies. The Business Office shall maintain records regarding the number of sick days used by the Superintendent in each Contract of Employment year.

Upon the commencement of employment, the Board shall provide the Superintendent with a bank of Twenty-Four (24) sick days to be used in the event of illness. These banked sick days will decrease in direct proportion to the number of sick days earned as an employee in the Rumson-Fair Haven Regional School District. The sick days in the sick leave bank shall not be available for reimbursement at the time of the Superintendent's retirement from the District.

D. Bereavement Leave:

The Superintendent shall be granted up to Five (5) bereavement days annually, with pay, in the event of the death of a member of the Superintendent's "immediate family," and up to Two (2) bereavement days annually, with pay, in the event of the death of other relatives of the Superintendent not defined as "immediate family" below. Notification of the need for bereavement leave must be given to the Board President prior to the leave being taken.

For purposes of this Contract of Employment, "immediate family" shall be defined as the Superintendent's spouse/partner, parents, grandparent, parents-in-law, sibling, child, step-child, grandchild, significant other or other another relative resident in the Superintendent's household.

Days from the Superintendent's current allotment of personal leave shall be charged for any absence of the Superintendent due to the death of anyone who is not a relative of the Superintendent or a member of the Superintendent's "immediate family" as defined herein.

E. Health Benefits:

The Board shall provide health benefits coverage (including Medical, Dental, Prescription and Vision coverage) for the Superintendent, his spouse, and his dependents. With respect to medical and prescription coverage, the Superintendent shall be responsible for contributing an amount established by P.L. 2020, Chapter 44. With respect to dental and vision coverage, the Superintendent shall be responsible for contributing an amount established by P.L. 2011, Chapter 78 (Tier IV) toward the payment of dental and vision benefit premiums. The contribution shall be made through payroll deduction. The Board shall provide the Superintendent with a Section 125 cafeteria plan.

The Superintendent may voluntarily waive components or all of his health benefit programs (Medical, Dental, Prescription, or Vision) on an annual basis. If the Superintendent elects to waive medical insurance coverage, he must provide written representation of alternate medical insurance coverage to the Board. Waiver of prescription plan does not allow for claims of prescription on the Superintendent's medical plan. If the Superintendent chooses to waive components or all of his health benefit programs (Medical, Dental, Prescription, or Vision), he must elect the waiver option by the beginning of each school year. The waiver of health insurance benefits is contingent upon the Board's insurance carrier's regulations and confirmation from the insurance carrier that waiver of such health insurance benefits will not increase the premium for coverage. If the Superintendent chooses to waive health insurance coverage and is eligible to waive same based upon the conditions set forth herein, he shall be entitled to 25% of the premium cost of the coverage or \$5,000.00, whichever is less, of the amount saved by the Board. Waivers paid for less than one year shall be prorated. A waiver shall be effective for one year and must be renewed annually. The Board agrees to establish a Section 125 Plan for contribution, where allowable by law, towards health insurance plans. If the Superintendent has a change in personal circumstances, he may opt back into the District health benefits plan.

F. Professional Membership Fees:

The Board shall pay one hundred percent (100%) of the Superintendent's membership fees for professional dues in the following professional associations: NJASA, AASA, the Monmouth County Administrators Association, NJSIAA, ASCD, GSCS, and other organizations which the Superintendent deems necessary to maintain and/or improve his professional skills, and upon the prior approval of the President of the Board. Such approval from the President of the Board shall not be unreasonably withheld.

G. Expense Reimbursement:

The Board shall reimburse the Superintendent for expenses incurred for travel and sustenance in the performance of the Superintendent'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" (OMB) rates per mile. The Superintendent 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 and from the Superintendent's residence to the district.

H. Laptop Computer/iPad:

The Board shall supply the Superintendent with the use of a Laptop Computer/iPad (with Internet access) for the Superintendent to carry out his duties as Superintendent and use for Board business purposes only. The Laptop Computer/iPad shall remain the property of the Board and shall be returned to the Rumson-Fair Haven Regional School District at the end of the Superintendent's employment with the Board. The Board shall be responsible for all maintenance and software updates associated with the Laptop Computer/iPad. The Laptop Computer/iPad shall be replaced as necessary throughout the term of this Contract of Employment.

I. Smartphone:

The Board shall supply the Superintendent with the use of a Smartphone (with cellular connectivity and data service) for the Superintendent to carry out his duties as Superintendent and use for Board business purposes as well as de minimis personal use. The Smartphone shall remain the property of the Board and shall be returned to the Rumson Fair-Haven Regional School District at the end of the Superintendent's employment with the Board. The Board shall be responsible for all maintenance and software updates associated with the Smartphone. The Smartphone shall be replaced as necessary throughout the term of this Contract of Employment.

J. Disability Income-Protection Insurance:

The Board shall reimburse the Superintendent for the cost of his disability income-protection insurance policy. The reimbursement shall not exceed Two Thousand One Hundred (\$2,100.00) Dollars in each school year.

6. **RETIREMENT OR SEPARATION FROM SERVICE**

A. Accumulated Unused Sick Days:

Upon the Superintendent's retirement from employment with the District, the Board will pay all unused, accumulated sick days earned while an employee of the Board, in accordance with law and with Article 5C herein. Payment shall be calculated at the Superintendent's daily rate of pay, at the time of the Superintendent's retirement from the District, based upon a 260-day work year, following his last day of employment. Pursuant to N.J.S.A. 18A:30-3.5, payment shall not exceed \$15,000.00.

Approved compensation shall be subject to prevailing withholding and social security taxes. Compensation shall be paid no later than Forty-Five (45) calendar days following the Superintendent's effective date of retirement or on January 15 of the next calendar year following the Superintendent's date of retirement.

B. Accumulated Unused Vacation Days:

Upon the Superintendent's separation from employment with the District or retirement from employment with the District, the Board shall reimburse the Superintendent for all accumulated unused vacation days earned while an employee of the Board. Payment shall be calculated at the Superintendent's daily rate of pay, at the time of the Superintendent's separation from employment with the District, based upon a 260-day work year, following his last day of employment. At no time shall the total number of compensated vacation days exceed Forty-Four (44) days, unless the Board passes a resolution with respect to a plan in response to a State of Emergency as outlined at Article 5A herein. Payment by the Board to the Superintendent for his unused vacation days shall be made within Forty-Five (45) days of his separation from employment.

C. Payment to Estate:

If the Superintendent dies before his Contract of Employment year is completed, payment for any accumulated unused vacation days due to the Superintendent shall be made to his estate.

7. **EVALUATION**

On or before June 30th of each school year, the Board shall evaluate the performance of the Superintendent at least once in accordance with statutes, regulations and Board policy relating to Superintendent evaluation. Each annual evaluation shall be in writing and shall represent a majority of the full membership of the Board. Each evaluation shall be in writing, and a copy shall be provided to the Superintendent at least two (2) days (when practical), before the Board and the Superintendent have the required meeting 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 Superintendent 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 Superintendent. The Superintendent 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 Superintendent within ninety (90) days of the execution of this Contract of Employment. On or before June 30 of each school year, 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.

By no later than August 1, 2025, the parties shall meet to establish the District's goals and objectives for the current school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent 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.

The parties also agree that the Board shall not hold any discussions or take any adverse action regarding the Superintendent's employment unless the Superintendent is given written notice at least 48 hours in advance. In addition, the Board shall not hold any discussions regarding the Superintendent's performance, or that may adversely affect the Superintendent's employment, in public session, unless the Superintendent requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

8. **EXTENSION OF CONTRACT OF EMPLOYMENT**

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 the prior approval of the Executive County Superintendent.

9. **TERMINATION OF CONTRACT OF EMPLOYMENT**

This Contract of Employment may be terminated by:

- A. Mutual agreement of the parties;
- B. Unilateral termination by the Superintendent upon Ninety (90) days written notice to the Board;
- C. Notification in writing by the Board to the Superintendent at least One Hundred Eighty (180) days prior to the expiration of this Contract of Employment of the Board's intent not to renew this Contract of Employment;
- D. In the event that the Superintendent'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.

10. **INDEMNIFICATION**

The Board shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits actions and legal proceedings brought against the Superintendent in the 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 Superintendent was acting within the scope of the Superintendent's employment in accordance with N.J.S.A. 18A:16-6 and 18A:16-6.1.

11. **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.

12. **MODIFICATION**

The terms and conditions of this Contract of Employment 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.

13. **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.

14. **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.

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

WHEREAS, this Contract of Employment has been approved by a vote of the Members of the Board of Education at its meeting of February 26, 2025, said action having been made a part of the official minutes of that meeting.

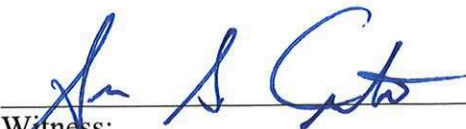
IN WITNESS WHEREOF, the parties set their hands and seals to this Contract of Employment effective on the day and year first above written.



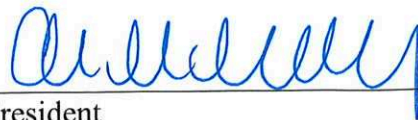
Witness:



Marshall "Lee" McDonald, Ed.D.
Superintendent of Schools



Witness:
Board of Education



President