

**ROXBURY BOARD OF EDUCATION
42 N HILLSIDE AVENUE
SUCCASUNNA, NEW JERSEY 07876**

ASSISTANT SUPERINTENDENT EMPLOYMENT CONTRACT

July 1, 2016 to June 30, 2017

This Employment Contract is made and entered into this ___ day of _____, 2016 by and between the **Roxbury Board of Education**, with offices located at 42 N. Hillside Avenue, Succasunna, New Jersey 07876 (hereinafter referred to as the "Board"),

And

Mr. Charles Seipp, whose position is to be the Assistant Superintendent for Curriculum & Instruction (hereinafter referred to as the "Assistant Superintendent").

WITNESSETH

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

WHEREAS, the Board and the Assistant Superintendent believe that a written employment contract is necessary to specifically describe their relationship and to serve as the basis of effective communication between them; and

WHEREAS, the Board offered Charles Seipp the position of Assistant Superintendent, and he has accepted the Board's offer; and

WHEREAS, the Board approved the terms of this Employment Contract by a vote of its members at a regularly scheduled meeting on _____, 2016 and has authorized the President of the Board to execute this Employment Contract.

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

1. TERM

The Board, in consideration of the promises herein contained of the Assistant Superintendent, hereby employs, and the Assistant Superintendent hereby accepts employment, as Assistant Superintendent for Curriculum & Instruction for the term commencing on July 1, 2016 and expiring at Midnight on June 30, 2017.

2. CERTIFICATION AND RESPONSIBILITIES

A. Certification:

The Assistant Superintendent shall maintain a current certificate issued by the New Jersey Department of Education for the position of Assistant Superintendent for Curriculum & Instruction. In the event the certificate is revoked, this Employment Contract is null and void as of the date of the certificate revocation.

The Assistant Superintendent further agrees to comply with all other legal requirements respecting the employment of an Assistant Superintendent.

B. Responsibilities:

The Assistant Superintendent shall have the responsibilities and duties prescribed by the Superintendent of Schools of the Roxbury School District. The Assistant Superintendent shall devote his full time, attention, and energy to the business of the school district. The Assistant Superintendent shall report directly to the Superintendent of Schools, and serve 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.

All duties assigned to the Assistant Superintendent by the Superintendent of Schools should be appropriate to and consistent with the professional role and responsibility of the Assistant Superintendent, and shall be set by Board policy and in the Job Description for the Assistant Superintendent which may be modified from time to time, consistent with the intent set forth above.

3. PROFESSIONAL GROWTH OF ASSISTANT SUPERINTENDENT

The Board encourages the continuing professional growth of the Assistant Superintendent through his participation as he and the Superintendent of Schools might decide, in light of his responsibilities as the Assistant 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 Assistant Superintendent to perform his professional responsibilities for the Board;
- D. Visits to other institutions; and

E. Other activities promoting the professional growth of the Assistant Superintendent.

Expenses for meals, lodging, registration, and transportation for state conventions of recognized educational associations, workshops, seminars, and institutes to enhance the Assistant Superintendent's knowledge and expertise in the field of education and administration shall be paid for/reimbursed by the Board in accordance with law. In addition to reimbursement for attendance at conventions, workshops, seminars, and institutes, as outlined above, the Board shall also pay for all State mandated mentoring and for the Assistant Superintendent's attendance at the New Jersey School Administrators Residency Program, as well as registration fees, tuition expenses, and textbooks provided the courses are taken at an accredited institution and the coursework culminates in the acquisition of a graduate degree conferred by a duly accredited institution of higher education as defined in N.J.A.C. 6A:9-2.1. Courses must be directly related to the duties and responsibilities of the position of Assistant Superintendent of Schools, and the Assistant Superintendent must earn a grade of "A" or "B" in the course; a grade of "Pass" shall be accepted for those courses for which no other grades are offered and the Assistant Superintendent has provided the Superintendent and the Board with evidence that the course is "pass/fail" only. Tuition reimbursement shall not be granted without the prior written approval of the Superintendent and the Board as to the institution and the reimbursement of the specific courses.

Payments or reimbursements for all of the above, including attendance at seminars, conventions, workshops, mentoring, participation in the New Jersey School Administrators Residency Program, registration fees, tuition expenses, and textbooks shall not exceed Four Thousand (\$4,000.00) Dollars for the term of this Employment Contract, and shall be made in accordance with OMB travel circular provisions, the general requirements of N.J.S.A. 18A:11-12, Board policy, and upon prior approval of the Superintendent and the Board. The Assistant Superintendent shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement.

Any professional development, mentoring, and/or tuition reimbursement eligible monies remaining at the end of this Employment Contract shall not be cumulative and shall be forfeited.

4. **COMPENSATION**

A. Annual Salary:

The Board shall pay the Assistant Superintendent an annual salary of One Hundred Forty Five Thousand (\$145,000.00) Dollars, based upon a 260 day work year, for the term of this Contract. This annual salary shall be paid to the Assistant Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

B. Other Compensation:

Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract, but it shall not

be deemed that the Board and the Assistant Superintendent have entered into a new employment contract. Any amendments to this employment contract are subject to the prior review and approval of the Executive County Superintendent.

C. Merit Bonus:

The Board may provide the Assistant Superintendent with the opportunity to earn one (1) quantitative merit bonus in addition to the Assistant Superintendent's annual base salary. The merit bonus will be based upon the Assistant Superintendent's achievement of quantitative merit criteria and valued at up to 3.33% of the Assistant Superintendent's annual base salary. The Executive County Superintendent shall approve or disapprove of the selection of the quantitative merit criteria and the data that forms the basis of measuring the achievement of the quantitative merit criteria. If the Assistant Superintendent has satisfied the quantitative merit criteria, the Board shall submit a resolution to the Executive County Superintendent certifying that the quantitative merit criteria has been satisfied and shall await a confirmation of the satisfaction of that criteria from the Executive County Superintendent prior to payment of the merit bonus.

If the Assistant Superintendent is provided with the opportunity to obtain a merit bonus during the 2016-2017 school year, written criteria for determining the merit bonus shall be established during the school year. Both parties will discuss and mutually agree upon a written draft of the criteria. Prior to adoption by the Board, the criteria shall be submitted to the Executive County Superintendent for prior approval on or before September 30th of that school year, or upon a later date as approved by the Executive County Superintendent. Once the quantitative merit criteria is approved by the Executive County Superintendent, same shall become part of this Contract of Employment and incorporated by reference herein. Upon the Assistant Superintendent's achievement of the merit criteria, but prior to payment of the increase, the Board shall submit a resolution to the Executive County Superintendent certifying that the quantitative merit criteria has been satisfied. The Board shall await confirmation of the satisfaction of the criteria from the Executive County Superintendent prior to payment of any merit bonus.

5. BENEFITS

A. Vacation Days:

During the term of this Employment Contract, the Assistant Superintendent shall be granted twenty (20) vacation days, all of which shall be available to the Assistant Superintendent at the start of this Employment Contract. The Board, through its Business Office, shall be responsible for maintaining written documentation of the Assistant Superintendent's earned, used and accrued vacation days. If the Assistant Superintendent does not complete the 2016-2017 school year, the number of vacation days shall be prorated at 1.67 vacation days per month for the completed months of service. If the Assistant Superintendent utilizes days in excess of this rate, compensation for those days shall be deducted from the Assistant Superintendent's last check.

If business demands prohibit the Assistant Superintendent from using all of his allotted vacation days in a given year, he may carry over up to seven (7) unused vacation days to be used during the next school year pursuant to law. Any vacation days carried over from the previous year that are not used shall be forfeited.

B. Holidays:

The Assistant Superintendent shall be entitled to time off with pay for the following holidays, which shall not be charged against vacation time, provided they do not interfere with the School Calendar:

| | |
|----------------------------|-------------------------------|
| Independence Day | Scheduled Jewish Holidays |
| Labor Day | Day Before New Year's Day |
| Columbus Day* | New Year's Day |
| Thanksgiving Day | Martin Luther King's Birthday |
| Day After Thanksgiving Day | President's Day* |
| Day Before Christmas Day | Good Friday |
| Christmas Day | Memorial Day |

*If included in the General School Calendar

C. Sick Leave:

During the term of this Employment Contract the Assistant Superintendent shall be granted ten (10) sick days, all of which shall be available to the Assistant Superintendent at the start of this Employment Contract. The unused portion of sick leave, at the end of the school year, shall be cumulative, in accordance with law.

D. Personal Leave:

During the term of this Employment Contract, the Assistant Superintendent shall be granted five (5) days absence for personal matters which require absence during school hours to be used at his discretion. At the end of the Employment Contract, up to two (2) unused personal days shall be converted to sick leave, and shall accumulate in accordance with law.

E. Bereavement Leave:

The Assistant Superintendent shall be provided the following leaves of absence: three (3) days for bereavement upon the death of a spouse, parent, child, grandchild, grandparent, brother, sister, parent-in-law or member of the immediate household and one (1) day for other family situations or bereavement. Unused Bereavement Leave at the end of each contract year shall not be cumulative.

F. Health Insurance

The Board shall provide, as part of the Assistant Superintendent's compensation, the following health insurance:

1. Medical Insurance: The Board shall provide the POS Managed Care Medical Insurance Plan and Prescription Plan to the Assistant Superintendent and eligible dependents. The POS Managed Care Medical Insurance Plan and Prescription Plan shall be the same as that provided to the other certificated staff.
2. Dental Insurance: The Board shall provide a dental plan to the Assistant Superintendent and eligible dependents.
3. Waiver of Insurance: If the Assistant Superintendent elects to opt out of the medical coverage, the Board shall pay the Assistant Superintendent the following rates for the term of this Employment Contract:

| | |
|-----------------|-------|
| Single | \$500 |
| Parent/Child | \$575 |
| Employee/Spouse | \$675 |
| Family | \$750 |

The Assistant Superintendent will contribute to his health benefits as required by New Jersey law (P.L. 2011, Ch. 78).

G. Expenses

The Board shall reimburse the Assistant Superintendent for all school business related sustenance and travel for which he uses his personal vehicle calculated at the prevailing rate established according to State law, N.J.S.A.18A: 11-12 and the OMB regulations (currently \$.31 per mile) in a total amount not to exceed Two Thousand One Hundred (\$2,100.00) Dollars for the term of this Employment Contract. The Assistant Superintendent shall follow Board Policy and the State Travel Regulations in supplying the requisite documentation when seeking reimbursement.

H. Cellular Telephone

The Board shall provide the Assistant Superintendent with a cellular telephone for business-related telephone call charges and de minimus personal use. This equipment shall remain the property of the Board and shall be returned to the Board upon the Assistant Superintendent's separation from employment with the Board.

6. RETIREMENT/SEPARATION FROM SERVICE

A. Accumulated Unused Sick Days

Upon the Assistant Superintendent'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 Assistant Superintendent's daily rate of pay, 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.

B. Accumulated Unused Vacation Days

Upon the Assistant Superintendent's separation from employment with the District or retirement from employment with the District, the Board will pay all unused, accumulated vacation days earned while an employee of the Board, in accordance with law. Payment shall be calculated at the Assistant Superintendent's daily rate of pay, based upon a 260-day work year, following his last day of employment. Payment by the Board to the Assistant Superintendent for his unused vacation days shall be made within 30 days of his separation from employment.

C. Payment to Estate

If the Assistant Superintendent dies before the employment contract year is completed, payment for unused accumulated vacation days as outlined in Paragraph B. above, shall be made to the Assistant Superintendent's beneficiary. If no beneficiary is named, the payment shall be made to the Assistant Superintendent's estate.

7. EVALUATION

The annual evaluation of the performance of the Assistant Superintendent shall be completed in accordance with law. The Assistant Superintendent's annual evaluation shall be in writing, shall include areas of commendations and recommendations, and shall provide direction as to any areas of performance in need of improvement. The annual evaluation is based upon the goals and objectives of the district, the responsibilities of the Assistant Superintendent as set forth in the job description for the position of Assistant Superintendent, and such other criteria as the State Board of Education shall by regulation prescribe. The Assistant Superintendent shall receive a copy of any back-up forms utilized in the process.

In the event that the Superintendent determines that the performance of the Assistant Superintendent is unsatisfactory, in any respect, it shall describe in writing and in reasonable detail the specific instances and/or areas of unsatisfactory performance. The evaluation shall include specific recommendations for improvement in all instances where the Superintendent deems performance to be unsatisfactory. The Assistant Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the Assistant Superintendent's personnel file upon request.

8. MEMBERSHIP FEES

The Board shall pay one hundred percent (100%) of the Assistant Superintendent's membership fees and/or charges to the New Jersey Association of School Administrators, Morris County Association of School Administrators, ASCD, and American Association of School Administrators.

9. TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated or non-renewed by:

- A. Mutual agreement of the parties;
- B. Unilateral termination by the Assistant Superintendent upon sixty (60) days written notice to the Board;
- C. Unilateral termination by the Board upon sixty (60) days written notice to the Assistant Superintendent;
- D. Actions consistent with law; or
- E. In the event that the Assistant Superintendent's certificate is revoked, this Contract shall become null and void as of the date of revocation.

10. COMPLETE AGREEMENT

This Employment Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties. If there are any modifications to this Contract agreed upon by the parties, it is understood that the modifications must be submitted for approval by the Executive County Superintendent of Schools.

11. CONFLICTS

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

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. SAVINGS CLAUSE

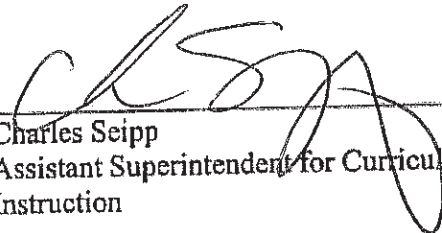
If, during the term of this Employment Contract, it is found that a specific clause of the Contract is illegal under Federal or State law, the remainder of this Employment Contract not affected by such a ruling shall remain in full force and effect.

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

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

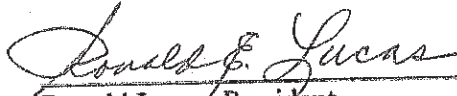
IN WITNESS WHEREOF, the parties set their hands and seals to this Employment Contract effective on the day and year first above written.

Witness:
Date:



Charles Seipp
Assistant Superintendent for Curriculum &
Instruction

Witness:
Date:



Ronald Lucas, President
Roxbury Board of Education