

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

ASSISTANT SUPERINTENDENT EMPLOYMENT CONTRACT

July 1, 2022 through June 30, 2023

THIS CONTRACT OF EMPLOYMENT is made and entered into this 9th day of May 2022 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

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

WITNESSETH

WHEREAS, the Assistant 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 wishes to retain the services of Dr. Seipp for the position of Assistant Superintendent, and he has accepted the Board's offer; and

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 approved the terms of this Contract of Employment by a vote of its members at a regularly scheduled meeting on May 9, 2022 and has authorized the President of the Board or Board President's designee to execute this Contract of Employment; and

WHEREAS, this Employment Contract replaces and supersedes all prior Employment Contracts between the parties thereto. Signature of this Contract of Employment constitutes assent to a recession of any and all prior Contracts of Employment as well as agreement to the terms herein.

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, 2022** and expiring on **June 30, 2023**.

2. CERTIFICATION

During the term of this Employment Contract, the Assistant Superintendent shall maintain a current and valid certificate issued by the New Jersey Department of Education for the position of Assistant Superintendent for Curriculum & Instruction.

The parties hereto agree that in the event the Assistant Superintendent's certification explained above is revoked or otherwise not maintained in full force and effect for any reason, the Assistant Superintendent shall immediately notify the Board and this Contract shall automatically terminate and be null and void as of the date of the revocation or loss of certification.

3. RESPONSIBILITIES

The Assistant Superintendent shall have the duties and responsibilities prescribed by the Superintendent of Schools of the Roxbury School District and all attendant powers as set forth in statute and job description. 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.

4. COMPENSATION

The Board shall pay the Assistant Superintendent an annual salary of One Hundred Eighty-Seven Thousand One Hundred Ninety-Nine (\$187,199) Dollars, based upon a 260-day work year, for the term of this Employment 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.

5. HEALTH INSURANCE

Pursuant to applicable law and regulation, the Board shall provide the Assistant Superintendent with health benefits as detailed below. Should the Board decide to change carriers, the plan(s) offered shall be equal to or better than the ones set out in this contract, and/or may be the same plan(s) offered and provided to the other certificated staff in the district.

With respect to any of the health benefits noted herein (including medical insurance options and/or dental insurance), the Assistant Superintendent shall be responsible for contributing an amount toward payment of health benefit premiums as governed by Tier 4 of P.L. 2011, Chapter 78. The contribution shall be made through payroll deductions.

a. Insurance Coverage

- i. Medical Insurance: The Assistant Superintendent and his eligible dependents shall receive the Board's POS plan, including prescription coverage. The Assistant Superintendent may select a less expensive plan that is offered to all certificated staff in the district so long as the Board's cost is equal to or less than the POS plan.

The Assistant Superintendent shall be responsible for all the co-pays and deductibles, delineated in the current plan.

- ii. Dental Insurance: The Board shall provide a dental plan to the Assistant Superintendent and his eligible dependents.

b. Waiver of Insurance

If the Assistant Superintendent elects to opt out of medical coverage, the Board shall pay the Assistant Superintendent the following rates for the term of this Employment Contract:

Single:	\$2,000
Parent/Child:	\$2,300
Employee/Spouse:	\$2,700
Family:	\$3,000

6. OTHER BENEFITS

a. Vacation Days

During the term of this Employment Contract, the Assistant Superintendent shall be granted twenty-two (22) 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 term of this contract, the number of vacation days shall be prorated at 1.83 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 contract year, he may carry over up to seven (7) unused vacation days to be used during the next contract year pursuant to law. Any vacation days carried over from the previous contract 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 twelve (12) 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 contract 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 of 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 three (3) unused days shall be converted to sick leave, and shall accumulate in accordance with law. The unused portion of such leave at the end of each contract year shall not be cumulative.

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, or 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.

7. OTHER COMPENSATION

a. Job-related Expenses

The Board shall reimburse the Assistant Superintendent for miles traveled for school business related purposes for which he uses his personal vehicle at an allowance not to

exceed \$100 per month for the term of this Employment Contract.

b. District-issued Technology

The Board shall provide the Assistant Superintendent with District-issued technology for his use in conducting his professional duties on behalf of the District, including but not limited to: an allowance for his personal cellular smartphone not to exceed \$65 per month; a desktop and/or laptop computer; and other devices as deemed appropriate by the Board. Equipment issued by the District shall remain the property of the Board and shall be returned to the Board upon the Assistant Superintendent's separation or retirement from employment with the Board.

c. Professional Memberships and Growth

i. Membership & Subscription 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; and subscription fees to the Association for Supervision and Curriculum Development.

ii. Professional Development and Continuing Education

1. 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 Assistant Superintendent may be permitted to attend:

i. 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;

ii. Visits to other institutions; and

iii. Subject to prior approval of the Board:

1. Conferences, conventions, workshops, programs, and other activities conducted at the local, county, and state levels by recognized educational associations; and

2. Seminars and courses offered by public or private educational institutions.
 - b. The Assistant Superintendent may be permitted to pursue and seek compensation for graduate school coursework if the coursework culminates in the Assistant Superintendent acquiring a graduate degree conferred by a regionally accredited institution college or university as defined in N.J.A.C. 6A:9-2.1. Courses must be directly related to the duties and responsibilities of the position Assistant Superintendent of Schools, and must receive the prior written approval of the Superintendent and Board of Education prior to registration.
2. Payments or reimbursements for all of the above shall not exceed Five Thousand (\$5,000) Dollars for the term of the Employment Contract, and shall be made as further outlined herein:
 - a. Expenses involved with the professional activities under Article 7(c)(ii)(1)(a) in this Contract for meals, lodging, registration, and transportation other than the Assistant Superintendent's personal vehicle shall be paid for/reimbursed by the Board in accordance with: N.J.S.A. 18A:11-12 and the State of New Jersey Department of the Treasury; Office of Management and Budget Circulars 08-19-OMB and 06-14-OMB (OMB Circulars) and any superseding circulars and any additional requirements set forth in N.J.A.C. 6A:23A-7 et seq; Board policy, and upon prior written approval of the Superintendent and the Board. The Assistant Superintendent shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement.

Mileage expenses accrued by the Assistant Superintendent for using his personal vehicle to travel to and from the professional activities under Article 7(c)(ii)(1)(a) in this Contract shall be reimbursed and count toward the allotment as described under Article 7(a).

- b. Regarding tuition reimbursement:
 - i. Tuition reimbursement for graduate coursework defined above in this Contract in Article 7(c)(ii)(1)(b) shall only be made with the prior written approval of the Superintendent and the Board as to the institution and the reimbursement of the specific courses; and if the Assistant Superintendent earns 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.

- ii. For tuition reimbursement paid by the Board during the term of this Contract of Employment, the Assistant Superintendent shall remain in the employ of the Board for one additional Contract year. If the Assistant Superintendent does not remain in the employ of the Board, the Assistant Superintendent shall repay the Board the total amount of tuition reimbursement received during the term of this Contract of Employment. The Board reserves the right to withhold any tuition repayment monies that are due and owing from the Assistant Superintendent's remaining pay checks and/or any monies due and owing at the time of the Assistant Superintendent's separation from service.

Any reimbursement eligible monies remaining at the end of this Employment Contract shall not be cumulative and shall be forfeited.

iii. National Convention

1. The Assistant Superintendent shall have the right to attend a national convention during the term of the Employment Contract for the purpose of professional development.
2. The Board considers the expenses involved in attending a National Convention to be directly related to the Assistant Superintendent's duties and appropriate for reimbursement not to exceed Three Thousand Five Hundred (\$3,500) Dollars per contract year. Payments or reimbursements for attendance at a national convention shall be made in accordance with: N.J.S.A. 18A:11-12 and the State of New Jersey Department of the Treasury; Office of Management and Budget Circulars 08-19-OMB and 06-14-OMB (OMB Circulars) and any superseding circulars and any additional requirements set forth in N.J.A.C. 6A:23A-7 et seq; 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.

d. Indemnification

The Board shall indemnify the Assistant Superintendent in accordance with Board policy and applicable State Law.

8. EVALUATION

The annual evaluation of the performance of the Assistant Superintendent shall be completed in accordance with law. The Assistant Superintendent and the Superintendent shall meet to review the Assistant Superintendent's performance and establish performance goals for the following school year. 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 shall be 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, the Assistant Superintendent's yearly performance goals as established between the Assistant Superintendent and 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, the Superintendent 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 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.

9. TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated 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 of Employment shall become null and void as of the date of revocation.

10. RENEWAL / EXTENSION OF EMPLOYMENT CONTRACT

Any renewal / extension of this Contract of Employment shall be by mutual agreement of the parties, must receive the prior approval of the Executive County Superintendent, and must be set forth in a written agreement signed by the parties.

11. RETIREMENT / SEPARATION FROM SERVICE

- a. **Accumulated Unused Sick Days**

Upon the Assistant 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. Payments shall be calculated at the rate of 1/260th of the Assistant Superintendent's annual salary at the time of retirement. Pursuant to N.J.S.A. 18A:30-3.5, payment shall not exceed a total amount of Fifteen Thousand (\$15,000) Dollars. This payment is not available for payment into an estate in the event of the death of the Assistant Superintendent.

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 rate of 1/260th of the Assistant Superintendent's annual salary at the time of separation or retirement from employment. Payment by the Board to the Assistant Superintendent for his unused vacation days shall be made within 30 days of his separation or retirement from employment.

c. Payment to Estate

If the Assistant Superintendent dies before an 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.

12. RIGHT TO LEGAL COUNSEL

The Assistant Superintendent acknowledges that he has been informed of his right to be represented by legal counsel regarding the negotiation, development, and approval of this Contract and that the Board's legal counsel does not represent him in the matter.

13. 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 and the prior approval of the Executive County Superintendent.

14. MODIFICATION

The terms and conditions of this Contract of Employment shall not be modified except by the written consent of both Parties hereto and upon the prior review and approval of 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

15. 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 during the term of the Contract, unless otherwise prohibited by law.

16. 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. 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.


17. NEW JERSEY LAW


This Agreement shall be construed in accordance with the provisions of the laws of New Jersey.


WHEREAS, the Assistant Superintendent approves the terms and conditions of this Contract of Employment, 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 May 9, 2022, 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: Loretta Radulic
Date: 5/18/22

 5/16/22
Charles Seipp, Ed. D.
Assistant Superintendent for Curriculum & Instruction


Witness: Joseph Mondanaro
Date: _____


Dan Masi, Vice President
Roxbury Board of Education