

**EMPLOYMENT CONTRACT
MONMOUTH REGIONAL HIGH SCHOOL BOARD OF EDUCATION AND
CHIEF SCHOOL ADMINISTRATOR**

THIS EMPLOYMENT CONTRACT is made and entered into this 17th day of October 2023, by and between the MONMOUTH REGIONAL HIGH SCHOOL BOARD OF EDUCATION with offices located at One Norman J Field Way, Tinton Falls, New Jersey 07724 (hereinafter referred to as the "Board") and BRIAN D. EVANS (hereinafter referred to as the "CSA"). This employment contract replaces and supersedes all prior employment contracts between the parties hereto. Signature of this contract constitutes assent to a rescission of any prior contracts, as well as agreements to the terms herein.

WITNESSETH:

WHEREAS, the Board desires to provide the CSA with a written Employment Contract in order to enhance administrative stability and continuity within the schools, which the Board believes generally improves the quality of its overall educational program; and

WHEREAS, the Board and the CSA believe that a written Employment Contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of schools;

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

1. **TERM**

The Board, in consideration of the promises herein contained of the CSA, hereby accepts employment as Chief School Administrator for a term commencing Jan 1, 2024 and ending June 30, 2027.

2. **CSA CERTIFICATION AND RESPONSIBILITIES**

Certification. The parties acknowledge that the CSA possesses a certificate of eligibility and has applied for and is in the process of obtaining, but does not currently possess, a provisional administrative certificate and school administrator endorsement from the New Jersey Department of Education, which certificate and endorsement is required in order for him/her to serve as CSA. The CSA agrees to use his/her best efforts to obtain it as soon as possible and to keep the Board President informed of the status of the application for certification. The Board agrees to cooperate in promptly providing any information or documentation that is necessary for the CSA to obtain a provisional certificate as a school administrator, and further agrees to cooperate with a state-required mentor during the residency period as per state certification regulations. The parties expect the CSA to obtain the appropriate administrative certification and school administrator endorsement prior to the commencement of the next school year; however, proof of submission of the requisite application and supporting documents will satisfy this clause.

Duties. In consideration of the employment, salary and fringe benefits established hereby, the CSA hereby agrees to the following:

A. To perform faithfully the duties of CSA for the Board and to serve as the chief school administrator 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. The specific job description adopted by the Board, applicable to the position of CSA, is incorporated by reference into this Contract, (attached as Exhibit A).

B. To devote the CSA's full time, skills, labor, and attention to this employment during the term of this Contract; and further agrees not to undertake consultative work, speaking

engagements, writing, lecturing, or other professional duties for compensation without written notice to the Board. Should the CSA choose to engage in such outside activities on weekends, on his/her vacation time, or at other times when s/he is not required to be present in the district, s/he shall retain any honoraria paid. The CSA shall notify the Board President in the event s/he is going to be away from the district for district business for two (2) or more days in any week. Any time away from the district that is not for district business must be arranged in accordance with provisions in this Contract governing time off. The Board recognizes that the demands of the CSA's position require him/her to work long and irregular hours, and occasionally may require that s/he attend to district business outside of the district.

C. To assume the responsibilities for the selection, 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*.

D. 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. To study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, shall refer to him/her. The CSA shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out his/her duties.

F. To assume responsibility for the administration of the affairs of the school district, including but not limited to programs, personnel, fiscal operations, and instructional programs. All duties and responsibilities therein will be performed and discharged by the CSA, or by staff, at the CSA's direction.

G. To have a seat on the Board and have the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The CSA shall attend all regular and special meetings of the Board, (except where a *Rice* notice has been served upon the CSA notifying him/her that his employment will be discussed in closed session, and the CSA had not requested that the meeting be conducted in public, or where the CSA has a conflict of interest), and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the school district. Where the CSA has received a *Rice* notice and has opted to have the discussion in executive session, s/he shall have the right to address the board in executive session and bring an attorney to represent him/her.

H. To 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.

I. To perform all duties incident to the Office of the CSA and such other duties as may be prescribed by the Board from time to time. The CSA shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations.

J. The Board shall not substantially increase the duties of the CSA by assigning him/her 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 shall be reflected in an addendum to this Employment Agreement, and such addendum shall be approved by the Executive County Superintendent.

1. PROFESSIONAL GROWTH OF CSA

BRIAN D. EVANS shall attend appropriate professional meetings at the local, state and national levels. Expenses of said attendance and membership in said professional organizations shall be paid by the Board, but overnight expenses shall be limited to one (1) national convention and two (2) state conventions per year, except with the agreement of the Board of Education. (Impact Aid meetings and conference will not be considered as national or state conventions). The Board expects BRIAN D. EVANS to continue his professional development. BRIAN D. EVANS shall file a satisfactory itemized expense statement for reimbursement of any such expenses, in accordance with the Board's usual procedure. The Board of Education shall pay all costs and fees associated with State mandated continuing education. All conferences and meetings will be approved per The State of New Jersey Regulations and guidelines.

2. Professional Membership. The CSA shall be entitled to membership, at the Board's expense for professional dues in the following professional associations: NJASA, AASA, and the Monmouth County Administrators Association and/or other organizations deemed important by the CSA and the Board.
3. The CSA may attend the "New Jersey School Administrator Residency Program" (SARP) sponsored by the New Jersey Association of School Administrators, at Board expense. The Board shall pay all fees and costs associated with the completion of the residency program and the mentoring program as required by the SARP. The Board shall pay all costs and fees associated with any state-mandated continuing education.

2. COMPENSATION

The annual salary shall be paid in equal installments in accordance with the policy of the Board presently prevailing governing payment of professional staff members in the district. The CSA's salary shall be as follows:

Year	Salary
January 1, 2024 through June 30, 2024	\$195,000
July 1, 2024 through June 30, 2025	\$205,000
July 1, 2025 through June 30, 2026	\$215,000
July 1, 2026 through June 30, 2027	\$225,000

A. The Board shall provide the CSA, as part of his compensation, with the following benefits:

B. MERIT BONUS: In accordance with the provisions of N.J.A.C. 6A:23A-3.1(e) 10. The CSA shall receive a merit bonus in addition to his annual base salary if he meets the following criteria. The Board and CSA shall select three (3) quantitative merit criteria and two (2) qualitative merit criteria per contract year. The Executive County Superintendent shall approve or disapprove the selection of quantitative merit and/or qualitative merit criteria and the data that forms the basis of measuring the achievement of quantitative merit and/or qualitative merit criteria. The CSA shall receive a merit bonus in amount of 3.33% of his annual base salary for each quantitative merit criterion achieved, and/or a merit bonus in amount of 2.5% of annual base salary for each qualitative merit criterion achieved. The Board shall submit a resolution to the Executive County Superintendent certifying that the quantitative merit and/or qualitative merit criterion have been satisfied and shall await a confirmation of the satisfaction of that criterion from the Executive County Superintendent prior to payment of the merit bonus. The Board shall compensate the CSA for the achievement of the merit goals within thirty (30) days of receipt of the Executive County Superintendent's confirmation of the achievement of the goals. The Board's obligation to compensate the CSA for earned merit goals shall survive the termination of this Employment Contract.

C. No Reduction in Salary/Compensation. During the term of this Employment Contract, including any extension hereof, the CSA shall not be reduced in compensation

and/or benefits except as otherwise provided by law.

D. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight July 1, 2027 (the final day of this Contract) unless the parties have agreed to a contract extension and that extension has been approved by the Monmouth County Executive County Superintendent. The terms of the extension will govern all increases to take effect after July 1, 2027. Any renewal, extension, or modification of this Contract shall comply with the notice provisions of P.L.2007, c. 53, The School District Accountability Act and N.J.A.C. 6A:23A-3.1, et seq.

E. VACATION/HOLIDAYS: The CSA shall be granted twenty-five (25) vacation days annually all of which shall be available to the Superintendent on July 1st of each year. He may carry over all unused vacation days from one year to the next up to a maximum of twenty-five (25) days without Board approval. These carryover days are for a maximum of one year and the days not used the following year are forfeited per NJSA 18A:30-9.1.

F. In the event that the CSA has unused accumulated vacation leave at the time his employment with the district terminates, he shall be paid at the rate of 1/260th of his then current annual salary for each day of unused accumulated vacation leave. The CSA shall be permitted to take vacation days at any time. The Board, through the Board's Business office, shall be responsible for maintaining written documentation of the CSA's earned and accrued vacation days.

G. Vacation leave not taken in a given year because of duties directly related to a state of emergency declared by the Governor may accumulate at the discretion of the board until, pursuant to a plan established by the board and the CSA, the leave is used or the CSA is compensated for that leave. The Board shall make any such payment within thirty (30) days after the CSA's last day of employment.

H. In the event of the CSA's death, payment for his unused accumulated vacation days shall be made to his estate.

I. WORK SCHEDULE: The CSA shall be entitled to time off with pay for all holidays as well as spring school recess and winter break as set forth in the board approved annual school calendar subject to performance of duties by the CSA or appropriate designee in the event of emergency.

J. DAY AFTER BOARD MEETING: The CSA shall be permitted to report to work at 9

AM or work virtually on days after Board of Education Meetings without being charged any time.

K. SICK LEAVE. The CSA shall be allowed twelve (12) days sick leave annually. The unused portion of such leave, at the end of any year, shall be cumulative.

L. MEDICAL BENEFITS. BRIAN D. EVANS shall be entitled to the following medical benefits:

The CSA shall contribute towards health benefits. The CSA participating in health benefits will have payroll deductions for contribution of benefits per the following tables:

- a. The Board shall make payment of full individual or full family insurance premiums for members as appropriate to provide insurance coverage for the full twelve (12) month period for the following insurance at regular rate:
 - i. Hospitalization;
 - ii. Surgical benefits;
 - iii. Major medical benefits.

The Board reserves the right to change the carrier. However, the benefits under a new carrier must be at least equal to those of the State Health Benefits Program.

The Board shall provide a Prescription Drug Program covering employee, spouse and family. Such program shall be with a \$10.00 deductible co-insurance feature for non-generic drugs and a \$5.00 deductible co-insurance feature for generic drugs, and a no-pay feature for mail-in refills. The coverage shall include 90/10 co-insurance provision with a zero deductible. This program shall cover employee and dependents. Orthodontic coverage shall continue to be a 50-50 split, but to a maximum of Two Thousand Dollars (\$2,000.00). Orthodontics shall include adult coverage.

- A. REFUSAL OF BENEFITS: The CSA is entitled to elect not to receive benefits in a category for which he is eligible will be compensated at the following rate schedule:
 - a. Health – ½ the value of the Parent/Child PPO Rate
 - b. Dental and/or Prescription – ½ the value of the Parent/Child rate
 - c. The waiver will be paid through payroll in December and June prorated for the period July through December (December payment) and January through June (June Payment). The CSA must declare annually through the open enrollment period through a written letter of intent and may not resume benefits without a COBRA qualifying event.

- B. **DISABILITY INCOME POLICY REIMBURSEMENT:** The Board of Education shall reimburse the CSA for the annual premium costs of a disability income-protection policy for the CSA.
- C. **PERSONAL DAYS:** The CSA shall be entitled to five personal days to attend to personal business during the school day, with full pay during the work year. Personal days may be taken during the school year with the notice to the Board President. As much advance notice as possible of the request to take personal time will be given. Personal day usage shall be reflected on time-off slips filed with the Board Secretary. Unused Personal days shall convert to sick days provided that the CSA is not permitted to accumulate more than 15 sick days in one contract year.

3. RETIREMENT

Upon the CSA's retirement from the District, the Board shall pay him for unused accumulated sick leave days at his per diem rate of pay at that time, subject to a maximum payment of fifteen thousand dollars (\$15,000.00). The per diem rate will be calculated as 1/260th of his/her then annual salary. Payment shall be made within sixty (60) days of the Superintendent's last day of employment.

4. EVALUATION -PERFORMED ANNUALLY PURSUANT TO 18A:17-15

A. The Board shall evaluate the performance of the CSA at least once a year on or before June 30th in accordance with statutes, regulations and Board policy relating to CSA evaluation. Each annual evaluation shall be in writing and shall represent a majority of the full membership of the Board. A copy of the evaluation shall be provided to the CSA, and the CSA and the Board shall meet to discuss the findings. The Board may meet in closed session to discuss the evaluation and the CSA's performance where a *Rice* notice has been served upon the CSA, giving notice that the CSA's employment will be discussed in closed session, and the CSA has not requested that the meeting be conducted in public. The evaluations shall be based upon the criteria adopted by the Board, the goals and objectives of the district, which shall include encouragement of student achievement, the responsibilities of the CSA as set forth in the job description for the position of CSA, the district's placement on the NJQSAC continuum (with respect to

those DPRs that are within the CSA's control), and such other criteria as the State Board of Education shall by regulation prescribe. In the event that the Board determines that the performance of the CSA 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 shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the CSA's personnel file upon the CSA's request. On or before June 1st of each year of this Employment Contract, the CSA 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. The final draft of the annual evaluation shall be adopted by the Board by June 30 of each year of this Contract. The CSA shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.

B. Within sixty (60) days [*or other specified time*] of the execution of this Employment Contract, 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 is evaluated, as hereinafter provided. On, or prior to, June 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.

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

5. TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated by:

- A. Mutual agreement of the parties.
- B. Unilateral termination by the CSA. The CSA may propose to terminate this Employment Contract upon ninety (90) days written notice to the Board, or
- C. The Board shall notify the CSA, in writing, at least one hundred and twenty days (120) prior to the expiration of this employment contract if he will not be re-appointed at the end of the term of said Employment Contract, in which event the CSA's employment shall cease on June 30, 2027.

Any action by the Board to non-renew the CSA's employment shall be done by an affirmative action vote of the majority of the full membership of the Board.

6. RENEWAL/EXTENSION OF EMPLOYMENT CONTRACT

The Board and the CSA hereby agree that on July 1, 2027, the term of this contract will be renewed/extended for equal duration pursuant to the provisions of P.L. 1991, c. 267, unless this contract is terminated in accordance with item (7) above.

7. LAPTOP COMPUTER:

The Board of Education will provide a laptop and iPad to the CSA for both professional and personal use. Any personal software that the CSA needs to be loaded onto the laptop computer must first be verified as compatible by the Monmouth Regional High School District Technology Supervisor.

8. CELL PHONE:

The Board of Education will reimburse the CSA up to 50% of the monthly fee for a smart phone for district and personal use.

9. RELEASE OF PERSONNEL INFORMATION PERSONNEL RECORDS

The CSA shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. He shall be entitled to have a representative accompany him/her during such review. At least once every year, the CSA shall have the right to indicate those documents and/or other materials in his file that she/he believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board, such documents identified by him shall be destroyed.

No material derogatory to the CSA's conduct, service, character, or personality shall be placed in his/her personnel file unless s/he has had an opportunity to review the material. The CSA shall acknowledge that s/he has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The CSA shall also have the right to submit a written answer to such material.

10. PROFESSIONAL LIABILITY

The Board agrees that it shall defend, hold harmless, and indemnify the CSA from any and all demands, claims, suits, actions, and legal proceedings brought against the CSA in his/her individual capacity or in his/her official capacity as 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 was acting within the scope of his/her employment. If, in the good faith opinion of the CSA, a conflict exists in regard to the defense of any claim, demand or action brought against him/her, and the position of the Board in relation thereto, the CSA may engage his/her own legal counsel, in which event the Board shall indemnify the CSA for the costs of his/her legal defense. The Board further agrees to cover the CSA under the Board's liability insurance policies, including employment practices liability coverage.

11. 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.

13. SAVINGS CLAUSE

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

OPPORTUNITY TO CONSULT WITH COUNSEL: The Parties acknowledge that each has been given the opportunity to consult with an attorney or a representative of their own choosing with respect to this Agreement and reviewed with their attorney or representative all the terms and conditions of this Agreement prior to executing this Agreement. The Parties also represent that they were satisfied with any legal advice received and/or provided. Each Party signs this Agreement freely and voluntarily and without coercion or duress. The Parties further acknowledge that they fully understand the duties and obligations enumerated herein and have been informed of their legal rights and obligations.

WHEREAS, a duly authorized officer of the Board has approved the terms and conditions of this Employment Contract, and

WHEREAS, the CSA has approved of the terms and conditions of this Employment Contract,

WHEREAS, this Employment Contract has been reviewed by the Executive County Superintendent of Schools

WHEREAS, this Employment Contract has been approved by a vote of the Members of the Monmouth Regional High School Board of Education at its meeting held on and has been made a part of the minutes of that meeting.

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

WITNESS:

MONMOUTH REGIONAL HIGH SCHOOL
BOARD OF EDUCATION

By: B. Evans 11/21/23

Brian D. Evans DATE

CHIEF SCHOOL
ADMINISTRATOR

By: [Signature] 11/21/23

BOARD PRESIDENT DATE

By: _____

EXECUTIVE COUNTY DATE
SUPERINTENDENT