

**EMPLOYMENT CONTRACT
MONMOUTH REGIONAL HIGH SCHOOL BOARD OF EDUCATION AND
SUPERINTENDENT OF SCHOOLS**

THIS EMPLOYMENT CONTRACT is made and entered into this 16__ day of June 2020, 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 ANDREW F. TEEPLE (hereinafter referred to as the "Superintendent"). 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 and all prior contracts, as well as agreements to the terms herein.

WITNESSETH:

WHEREAS, the Board desires to provide the Superintendent 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 Superintendent 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 Superintendent, for the consideration herein specified, agree as follows:

1. **TERM**

The Board, in consideration of the promises herein contained of the Superintendent, hereby accepts employment as Superintendent of Schools for a term commencing July 1, 2020 and ending June 30, 2025.

2. **SUPERINTENDENT CERTIFICATION AND RESPONSIBILITIES**

1. Certification. The Superintendent shall hold a valid and appropriate certificate to act as Superintendent of Schools in the State of New Jersey.

2. Duties. The Superintendent shall be the chief executive and administrative officer of the Board and shall have general supervision over all aspects, including the fiscal operations and instructional programs, of the district and shall arrange the administrative and supervisory staff including instruction and business affairs, which in his judgment, best serve the district. The selection, placement, transfer and dismissal of personnel, both instructional and non-instructional, shall occur only upon the recommendation of the Superintendent. The members of the Board, individually and collectively, will discuss with the Superintendent any and all criticisms, complaints and suggestions concerning the operation and management of the district called to their attention. The Superintendent shall have the right to legal assistance in carrying out his duties at the expense of the Board provided that he has conformed to the Board's policies, rules and regulations, and State law. The Superintendent shall attend and speak at all Board meetings and committee meetings of the Board. In the case of meetings where the Board intends to discuss the Superintendent's performance or negotiation of his contract, the Superintendent's right to notice and to attend and be represented by counsel shall be governed by statute and law. All duties assigned to the Superintendent by the Board should be appropriate to and consistent with the professional role and responsibility of the Superintendent, and shall be set by Board policy and in Job Description (attached hereto and incorporated herein by reference) which may be modified by mutual agreement from time to time, consistent with the intent set forth above.

3. Outside Activities. The Superintendent shall devote his time, attention and energy to the business of the school district. However, he may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, and

engage in other activities which are of a short-term duration at his discretion. Such aforesaid outside activities which require the Superintendent to be absent from the school district for more than two full working days per month shall require prior approval from the Board.

1. PROFESSIONAL GROWTH OF SUPERINTENDENT

ANDREW F. TEEPLE 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 ANDREW F. TEEPLE to continue his professional development. ANDREW F. TEEPLE 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.

4. 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 Superintendent's salary shall be as follows:

Year	Salary
2020-2021	\$167,260
2021-2022	\$172,278
2022-2023	\$177,446
2023-2024	\$182,770
2024-2025	\$188,253

A. The Board shall provide the Superintendent, 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 Superintendent may receive a merit bonus in addition to his annual base salary. The merit bonus will be based upon the Superintendent’s achievements of quantitative merit criterion and/or qualitative merit criterion of no more than three quantitative merit criterion and/or two qualitative merit criterion per contract year. The Monmouth County Executive County Superintendent shall approve or disapprove the selection of the 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 Superintendent may receive a merit bonus of three point three percent (3.3%) of his annual base salary for each quantitative merit criterion achieved and/or a merit bonus in the amount of two point five percent (2.5%) of annual base salary for each qualitative merit criterion achieved as to each contract year.

C. VACATION/HOLIDAYS: The Superintendent 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 is for a maximum of one year and the days not used the following year are forfeited per NJSA 18A:30-9.1.

D. In the event that the Superintendent 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 Superintendent 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 Superintendent's earned and accrued vacation days.

E. WORK SCHEDULE: The Superintendent 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 Superintendent or appropriate designee in the event of emergency.

F. DAY AFTER BOARD MEETING: The Superintendent shall be permitted to report to work at 9 AM on days after Board of Education Meetings without being charged any time.

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

H. MEDICAL BENEFITS. ANDREW F. TEEPLE shall be entitled to the following medical benefits:

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

LFN 2011-20 BENEFIT DEDUCTION TABLES					
SINGLE COVERAGE	20-21	21-22	22-23	23-24	24-25
salary range					
less than 20000	4.500%	4.500%	4.500%	4.500%	4.500%
20000-24,999.99	5.500%	5.500%	5.500%	5.500%	5.500%
25000-29,999.99	7.500%	7.500%	7.500%	7.500%	7.500%
30000-34,999.99	10.000%	10.000%	10.000%	10.000%	10.000%
35000-39999.99	11.000%	11.000%	11.000%	11.000%	11.000%
40000-44999.99	12.000%	12.000%	12.000%	12.000%	12.000%
45000-49999.99	14.000%	14.000%	14.000%	14.000%	14.000%
50000-54999.99	20.000%	20.000%	20.000%	20.000%	20.000%
55000-59999.99	23.000%	23.000%	23.000%	23.000%	23.000%
60000-64999.99	27.000%	27.000%	27.000%	27.000%	27.000%
65000-69999.99	29.000%	29.000%	29.000%	29.000%	29.000%
70000-74999.99	32.000%	32.000%	32.000%	32.000%	32.000%
75000-79999.99	33.000%	33.000%	33.000%	33.000%	33.000%
80000-94999.99	34.000%	34.000%	34.000%	34.000%	34.000%
95000+	35.000%	35.000%	35.000%	35.000%	35.000%
LFN 2011-20 BENEFIT DEDUCTION TABLES					
PC/HW	20-21	21-22	22-23	23-24	24-25
salary range					
less than 25000	3.500%	3.500%	3.500%	3.500%	3.500%
25000-29999.99	4.500%	4.500%	4.500%	4.500%	4.500%
30000-34999.99	6.000%	6.000%	6.000%	6.000%	6.000%
35000-39999.99	7.000%	7.000%	7.000%	7.000%	7.000%
40000-44999.99	8.000%	8.000%	8.000%	8.000%	8.000%
45000-49999.99	10.000%	10.000%	10.000%	10.000%	10.000%
50000-54999.99	15.000%	15.000%	15.000%	15.000%	15.000%
55000-59999.99	17.000%	17.000%	17.000%	17.000%	17.000%
60000-64999.99	21.000%	21.000%	21.000%	21.000%	21.000%
65000-69999.99	23.000%	23.000%	23.000%	23.000%	23.000%
70000-74999.99	26.000%	26.000%	26.000%	26.000%	26.000%
75000-79999.99	27.000%	27.000%	27.000%	27.000%	27.000%
80000-84999.99	28.000%	28.000%	28.000%	28.000%	28.000%
85000-99999.99	30.000%	30.000%	30.000%	30.000%	30.000%
100000+	35.000%	35.000%	35.000%	35.000%	35.000%
LFN 2011-20 BENEFIT DEDUCTION TABLES					
FAMILY	20-21	21-22	22-23	23-24	24-25
salary range					
less than 25000	3.000%	3.000%	3.000%	3.000%	3.000%
25000-29999.99	4.000%	4.000%	4.000%	4.000%	4.000%
30000-34999.99	5.000%	5.000%	5.000%	5.000%	5.000%
35000-39999.99	6.000%	6.000%	6.000%	6.000%	6.000%
40000-44999.99	7.000%	7.000%	7.000%	7.000%	7.000%
45000-49999.99	9.000%	9.000%	9.000%	9.000%	9.000%
50000-54999.99	12.000%	12.000%	12.000%	12.000%	12.000%
55000-59999.99	14.000%	14.000%	14.000%	14.000%	14.000%
60000-64999.99	17.000%	17.000%	17.000%	17.000%	17.000%
65000-69999.99	19.000%	19.000%	19.000%	19.000%	19.000%
70000-74999.99	22.000%	22.000%	22.000%	22.000%	22.000%
75000-79999.99	23.000%	23.000%	23.000%	23.000%	23.000%
80000-84999.99	24.000%	24.000%	24.000%	24.000%	24.000%
85000-89999.99	26.000%	26.000%	26.000%	26.000%	26.000%
90000-94999.99	28.000%	28.000%	28.000%	28.000%	28.000%
95000-99999.99	29.000%	29.000%	29.000%	29.000%	29.000%
100000-109999.99	32.000%	32.000%	32.000%	32.000%	32.000%
110000+	35.000%	35.000%	35.000%	35.000%	35.000%

- 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). Orthodontic shall include adult coverage.

A. REFUSAL OF BENEFITS: The Superintendent 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 single PPO Rate
- b. Dental and/or Prescription – ½ the single rate
- c. The stipend 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 Superintendent 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 Superintendent for the annual premium costs of a disability income-protection policy for the Superintendent.
- C. **PERSONAL DAYS:** The Superintendent shall be granted personal days in accordance with Board policy and at the same rate granted to other professional staff of the district.

5. RETIREMENT

- A. Sick leave pay upon retirement as follows: Effective July 1, 2010 a maximum of \$15,000.00 with a one hundred (100) day cap at \$150.00 per day. The Board shall be notified six months in advance of retirement, except in case of sudden illness, or serious unforeseen matters. Failure to comply can result in delay of up to one year for sick leave benefits, until funds can be budgeted.
- B. Disability of the Superintendent: In the event of disability by illness or incapacity, after the Superintendent's sick leave has been exhausted, compensation shall be reinstated after the Superintendent has returned to employment and undertaken the full discharge of his duties. If a question exists concerning the capacity of the Superintendent to return to his duties, the Board may require the Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The Board and the Superintendent shall mutually agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the Board. The physician shall limit his report to those factors that prohibit the Superintendent from performing his duties.

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

The Board shall evaluate the performance of the Superintendent at least once a year. Each evaluation shall be in writing, a copy shall be provided to the Superintendent and the Superintendent and the Board shall meet to discuss the findings. The evaluation shall be based upon the goals and objectives of the district, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent (attached hereto and incorporated herein by reference) and such other criteria as the State Board of Education shall

by regulation prescribe.

On or before April 30th of each year of this Employment Contract, the Board and the Superintendent shall meet in closed, executive session for the purpose of mutual evaluation of the performance of the Board and the Superintendent. The Board shall supply the Superintendent with a copy of its written evaluation of him, which shall include areas of strengths and weaknesses and which shall provide direction as to areas of performance in need of improvement.

In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include recommendations as to the areas of improvement in all instances where the Board deems performance to be unsatisfactory.

The Superintendent shall have the right to respond in writing to the evaluation. This response shall become a permanent attachment to the Superintendent's personnel file. On/or before June 1st of each year of this Employment Contract, 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.

7. TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated by:

- A. Mutual agreement of the parties.
- B. Unilateral termination by the Superintendent. The Superintendent may propose to terminate this Employment Contract upon ninety (90) days written notice to the Board, or
- C. The Board shall notify the Superintendent, in writing, at least ninety days (90) 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 Superintendent's employment shall cease on June 30, 2018.

8. RENEWAL/EXTENSION OF EMPLOYMENT CONTRACT

The Board and the Superintendent hereby agree that on July 1, 2025, 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.

9. CELL PHONE:

The Board of Education will provide a smart phone for the Superintendent.

10. LAPTOP COMPUTER:

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

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.

12. 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.

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

WHEREAS, the Superintendent 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: _____

ANDREW F. TEEPLE

DATE

SUPERINTENDENT

By: _____

BOARD PRESIDENT DATE

By: _____

EXE. COUNTY SUPDT

DATE