



FREEHOLD REGIONAL HIGH SCHOOL DISTRICT

Charles Sampson, Ed.D.
Superintendent

11 Pine Street
Englishtown, NJ 07726
(732) 792-7300 ext. 8538, 8502
Fax: (732) 446-9126

May 13, 2022

Mr. Sean Boyce
Assistant Superintendent for Business
Administration/Board Secretary
Freehold Regional High School District
11 Pine Street
Englishtown, NJ 07726

Dear Mr. Boyce:

Please be advised that the Board of Education approved your salary for the 2022-2023 school year at their regular meeting held on Thursday, May 12. Your salary for the 2022-2023 school year will be \$209,730.00.

Best wishes for the 2022-2023 school year. Your continued support is greatly appreciated.

Sincerely,

Dr. Charles B. Sampson
Superintendent of Schools

CS/lo

Enclosure

cc Dr. Jennifer Sharp, Director of Personnel

**EMPLOYMENT CONTRACT FOR ASSISTANT SUPERINTENDENT FOR
BUSINESS ADMINISTRATION/BOARD SECRETARY**

THIS EMPLOYMENT CONTRACT is made as of the 4th day of April 2022, by and between the Board of Education of the Freehold Regional High School District, with offices located at 11 Pine Street, Englishtown, New Jersey 07726 (the "Board") and Mr. Sean Boyce CPA ("Mr. Boyce" or "Assistant Superintendent").

WHEREAS, the Board desires to provide the Assistant 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 Assistant 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 of the schools;

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 of the Assistant Superintendent, set forth below, hereby employs, and the Assistant Superintendent hereby accepts continued employment for a one-year term commencing on July 1, 2022 and expiring midnight June 30, 2023, pursuant to the terms of this Employment Contract and law.

2. CERTIFICATION

At all times while serving pursuant to this Employment Contract, the Assistant Superintendent shall hold a valid and appropriate certificate to act in the Freehold Regional High School District ("District") in accordance with the pertinent job description and the Rules and Regulations of the New Jersey Department of Education. In the event that the certificate of the Assistant Superintendent is revoked, this contract shall become null and void as of the date of the revocation.

3. DUTIES

The Assistant Superintendent shall have the responsibilities and job functions as set forth on the pertinent job description and such responsibilities designated by the Superintendent of Schools. The Assistant Superintendent shall be the chief business officer of the District, as well as have supervision over the fiscal operations of the District and shall arrange the administrative and supervising staff concerning business affairs, with Board approval. Additionally, the Assistant 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, as well as any applicable provisions of State law or regulation. However, the Board's obligation in this regard does not extend to providing and/or obtaining legal assistance in any suit or matter brought by the Assistant Superintendent against the Board or any individual Board members.

In consideration of the employment, salary and fringe benefits established herein, the Assistant Superintendent hereby agrees to the following:

A. To faithfully perform the duties of Assistant Superintendent for Business Administration/Board Secretary for the Board and to 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. The specific job description adopted by the Board, applicable to the position of Assistant Superintendent for Business Administration/Board Secretary, is incorporated by reference into this contract.

B. To devote the necessary time, skills, labor and attention to this employment during the term of this contract. Any time away from the District that is not for District business must be arranged in accordance with provisions for all other District employees governing time off.

C. All duties assigned to the Assistant Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Assistant Superintendent for Business Administration/Board Secretary. The Board retains the right to modify these duties, as it deems appropriate.

4. COMPENSATION

Effective July 1, 2022 through June 30, 2023 the Board shall pay the Assistant Superintendent the annual base salary of Two Hundred and Nine Thousand, Seven Hundred Thirty Dollars (\$209,730). This salary shall be paid to the Assistant Superintendent in accordance with the schedule of salary payments made to other certified employees in the District.

5. SICK DAYS, PERSONAL AND VACATION.

A. The Assistant Superintendent shall receive twelve (12) sick days for the 2022-2023 school year, all of which shall be available to the Assistant Superintendent as of July 1, 2022. The Board may require the Assistant Superintendent to submit a physician's certification as proof of illness for any period of sick leave that is for three (3) or more consecutive school days. The unused portion of such leave, up to a maximum of fifteen (15) days at the end of each year, inclusive of carried-over personal leave days as set forth in Section C below, shall be cumulative, and may be carried over from one year to the next.

B. In the event that the Assistant Superintendent retires from the District and has at least seventy-five (75) accumulated and unused sick leave days, up to one hundred and fifty (150) unused and accumulated sick days will be reimbursed at a rate of one hundred dollars (\$100) per day for a maximum payment of fifteen thousand dollars (\$15,000). Any payments for unused and accumulated sick leave days shall be consistent with the provisions in N.J.S.A. 18A:30-3.5, and are capped at the sum of Fifteen Thousand Dollars (\$15,000), and, as noted above, are conditioned on the Assistant Superintendent being employed by the Board as of the date of his retirement. Accumulated unused sick leave compensation shall not be paid to the Assistant Superintendent's estate or beneficiaries in the event of death prior to retirement.

C. The Assistant Superintendent shall receive three (3) personal days for the 2022-2023 school year, all of which shall be available to the Assistant Superintendent as of July 1, 2022. Any unused personal days shall accumulate to sick leave the following year.

D. The Parties agree that the Assistant Superintendent has earned twenty-five (25) days of vacation during the 2021-2022 school year, all of which shall be available to the Assistant Superintendent for use as of July 1, 2022. In addition, the Assistant Superintendent may, in the event of extra-ordinary circumstances as determined by the Superintendent, be permitted to roll over an additional five (5) earned unused vacation days from the 2021-2022 school year, all of which must be used during the 2022-2023 school year or are forfeited. However, in light of the Public Health Emergency and a State of Emergency throughout the State due to the public health hazard created by Coronavirus Disease 2019 and pursuant to the authority in N.J.S.A. 18A:30-9.1, the Board authorizes the Assistant Superintendent to roll over all of his unused vacation leave from both the 2019-2020 and 2020-2021 school years. Such days shall not expire during the term of this Contract and if not used by the time of the Assistant Superintendent's separation from

employment and/or retirement from the District, these unused vacation days will be compensated pursuant to and in accordance with the provisions set forth in Section E below. In addition to the above, the Assistant Superintendent shall during the 2022-2023 school year earn an additional twenty-five (25) days of vacation, which shall be available for use during the 2023-2024 school year. The Assistant Superintendent may, in the event of extra-ordinary circumstances as determined by the Superintendent, be permitted to roll over an additional five (5) earned unused vacation days from the 2022-2023 school year, all of which would have to be used during the 2023-2024 school year or are forfeited. Vacations shall be scheduled so as to minimize disruption to the operations of the District. Vacations will require advance approval of the Superintendent.

E. Upon the Assistant Superintendent's separation from employment with the Board, the Board will pay all accumulated vacation days at a per diem rate calculated as 1/260th of the Assistant Superintendent's annual salary at the time of separation. All payments for unused vacation days will be consistent with then applicable State laws and administrative regulations, and any such payments will be made within sixty (60) days of the Assistant Superintendent's employment with the Board. If the Assistant Superintendent dies before the Employment Contract year is completed, payment for the Assistant Superintendent's accumulated vacation days shall be made to the Assistant Superintendent's estate.

F. The Board, through the Personnel Office, shall be responsible for maintaining written documentation of the Assistant Superintendent's earned and accrued vacation days and sick days, as well as use of the vacation, sick and personal days provided under this Employment Contract.

6. TRAVEL & EXPENSES.

In the event the Assistant Superintendent does not use a Board vehicle, the Board shall reimburse the Assistant Superintendent in accordance with New Jersey Statutes and Regulations, and in accordance with Circulars published by the New Jersey Department of Education Office of Management and Budget or any other applicable directive, for the use of an automobile used for purposes other than commuting in accordance with N.J.S.A. 18A:11-12, N.J.A.C. 6A:23A-7.1 *et seq.*, and any other applicable State law or administrative regulations, as well as any circulars published by the New Jersey Department of the Treasury and any other applicable State directives.

If the Employee incurs any extraordinary actual expense that results from the explicit written directive of the Superintendent, then he shall be reimbursed by way of a voucher for the actual expense incurred in accordance with N.J.S.A. 18A:11-12, N.J.A.C. 6A:23A-7.1 *et seq.*, and any other applicable State law or administrative regulations, as well as any circulars published by the New Jersey Department of the Treasury and any other applicable State directives.

The Board shall pay the Assistant Superintendent's dues for membership in the State and County Associations of School Business Officials, the ASBO International, the AICPA and the NICPA. The Board shall also reimburse the Assistant Superintendent for any registration fees and appropriate expenses for his attendance at, including but not limited to, CE Courses, County Office meetings, State Department of Education meetings, the NJASBO State Conference, and the NJSBA Fall Annual Workshop, all of which are subject to Superintendent approval.

7. MEDICAL BENEFITS.

The Assistant Superintendent shall be entitled to all medical benefits as approved by the Board. Such benefits will include:

- A. Medical Coverage;
- B. Prescription Drug Benefit Program;

- C. Dental Coverage; and
- D. Vision Insurance.

The Assistant Superintendent shall contribute towards the cost of the benefits noted above, as appropriate, consistent with Tier 4 contribution levels as set forth in P.L. 2011 c. 78 or P.L. 2020, c. 44, as applicable, for the appropriate level of coverage up to family coverage.

8. TUITION REIMBURSEMENT.

The Assistant Superintendent shall receive reimbursement for tuition and registration fees for graduate courses provided the courses taken are:

- A. Provided by a duly accredited institution of higher education as that term is defined in N.J.A.C. 6A:9-2.1; and
- B. Directly related to the Assistant Superintendent's assignment at the time the course is taken or,
- C. Is a course which is approved by the degree-granting institution.

In order to be eligible for tuition reimbursement, such coursework must culminate in the acquisition of a graduate degree conferred by a duly accredited institution of higher education. In order to be eligible for reimbursement, prior approval of the graduate course by the Superintendent of Schools is necessary. If prior approval is not granted, payment will not be given.

In order to be eligible for reimbursement the Employee must receive at least a "B" in an approved graduate course. To assure that professional development does not interfere with the Assistant Superintendent's professional responsibilities in the District, the Board retains the right to limit the number of reimbursable courses, seminars and expenses in any one year. Continued employment in the District for two (2) years beyond reimbursement is a prerequisite for retaining

any reimbursement that is provided, except where the Assistant Superintendent is terminated as a result of a reduction in staff.

9. PROFESSIONAL LIABILITY

The Board agrees that it shall defend, hold harmless, and indemnify the Assistant Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Assistant Superintendent in his individual capacity or in his official capacity as agent of the Board, provided the incident arose while the Assistant Superintendent was acting within the scope of his assigned duties, in accordance with the terms and conditions set forth in N.J.S.A. 18A:16-6, N.J.S.A. 18A:16-6.1, and any other applicable New Jersey statutes or regulations; and, as such, liability coverage is within the authority of the Board to provide under state law. Mr. Boyce agrees to cooperate fully and to assist the Board with its defense of any action against his and/or the Board.

10. WORK YEAR.

The work year for twelve (12) month employees shall be from July 1st through June 30th. All twelve (12) months employees, including the Assistant Superintendent, shall work pursuant to the school calendar adopted by the Board.

11. EVALUATION.

The Superintendent shall evaluate and assess in writing the performance of the Assistant Superintendent at least one time annually. The Superintendent and the Assistant Superintendent shall meet and discuss the evaluation. These evaluations and assessments shall be reasonably related to the position description of the Assistant Superintendent for Business Administration/Board Secretary and his duties as specified in this contract.

12. TERMINATION OF EMPLOYMENT CONTRACT.

This Employment Contract may be terminated by:

- A. Mutual agreement of the parties;
- B. Unilateral termination by the Assistant Superintendent. The Assistant Superintendent may propose to terminate this Employment Contract and will use his best efforts to provide the Board with as much advance notice as possible, and in no event shall he provide less than sixty (60) days written notice to the Board;
- C. Retirement of the Assistant Superintendent;
- D. By operation of N.J.S.A. 18A:16-4; and/or
- E. By discharge by reason of neglect, misbehavior or other offense as set forth in N.J.S.A. 18A:17-1.

13. CONFIDENTIALITY PROVISION.

During the performance of this Employment Contract, the Parties acknowledge and agree as follows:

(a) In the course of fulfilling his responsibilities as the Assistant Superintendent for Business Administration/Board Secretary, Mr. Boyce will be given access to or acquire confidential or sensitive information not otherwise available to members of the general public related to District students, operations, finances, personnel and other matters (hereinafter "Confidential Information"). The Parties acknowledge that maintaining complete privacy and confidentiality, as well as avoiding the disclosure of Confidential Information is critically important to both Parties, and in some cases is mandated by Federal and/or State law.

(b) Mr. Boyce acknowledges and agrees that all Confidential Information, whether or not acquired or created by the designee during the term of this Employment Contract, shall be the exclusive property of the District.

14. ENTIRE AGREEMENT

This Employment Contract embodies the entire agreement between the parties hereto and cannot be amended in whole or in part except by written agreement of the undersigned parties.

15. CONFLICTS

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

16. GOVERNING LAW

This Employment Contract shall, in all respects, be governed by and construed under the laws of the State of New Jersey.

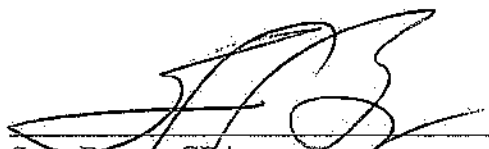
17. SAVINGS CLAUSE

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

WHEREAS, this Employment Contract has been approved by a vote of the Board, and has been made part of the Board's official minutes;

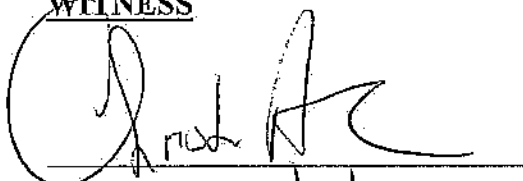
IN WITNESS WHEREOF, they set their hands and seals to this Employment Contract effective on the day and year first above written.

**ASSISTANT SUPERINTENDENT
FOR BUSINESS ADMINISTRATION/
BOARD SECRETARY**


Sean Boyce, CPA

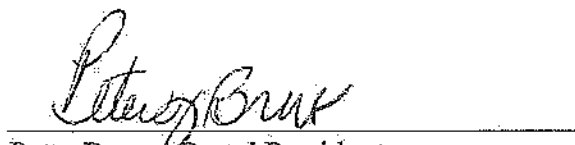
Dated: 5/12/22

WITNESS



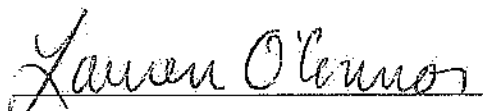
Dated: 5/12/22

**BOARD OF EDUCATION OF THE
FREEHOLD REGIONAL HIGH SCHOOL
DISTRICT**


Peter Bruno, Board President

Dated:

WITNESS



Dated: 5/10/22



FREEHOLD REGIONAL HIGH SCHOOL DISTRICT

Charles Sampson, Ed.D.
Superintendent

11 Pine Street
Englishtown, NJ 07726
(732) 792-7300 ext. 8538, 8502
Fax: (732) 446-9126

May 13, 2022

Dr. Nicole Hazel
Chief Academic Officer
Freehold Regional High School District
11 Pine Street
Englishtown, NJ 07726

Dear Dr. Hazel:

Please be advised that the Board of Education approved your salary for the 2022-2023 school year at their regular meeting held on Thursday, May 12. Your salary for the 2022-2023 school year will be \$188,089.

Best wishes for the 2022-2023 school year. Your continued support is greatly appreciated.

Sincerely,

Dr. Charles B. Sampson
Superintendent of Schools

CS/lo

Enclosure

cc: Dr. Jennifer Sharp, Director of Personnel

EMPLOYMENT CONTRACT FOR CHIEF ACADEMIC OFFICER

THIS EMPLOYMENT CONTRACT is made as of the 4th day of April, 2022, by and between the Board of Education of the Freehold Regional High School District, with offices located at 11 Pine Street, Englishtown, New Jersey 07726 (the "Board") and Dr. Nicole Hazel ("Dr. Hazel" or "Chief Academic Officer").

WHEREAS, the Board desires to provide the Chief Academic Officer 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 Chief Academic Officer 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 of the schools;

NOW THEREFORE, the Board and the Chief Academic Officer, for the consideration herein specified, agree as follows:

1. TERM

The Board, in consideration of the promises of the Chief Academic Officer, set forth below, hereby employs, and the Chief Academic Officer hereby accepts continued employment for a one-year term commencing on July 1, 2022 and expiring midnight June 30, 2023, pursuant to the terms of this Employment Contract and law.

2. CERTIFICATION

At all times while serving pursuant to this Employment Contract, the Chief Academic Officer shall hold a valid and appropriate certificate to act in the Freehold Regional High School

District ("District") in accordance with the pertinent job description and the Rules and Regulations of the New Jersey Department of Education. In the event that the certificate of the Chief Academic Officer is revoked, this contract shall become null and void as of the date of the revocation.

3. DUTIES

The Chief Academic Officer shall have the responsibilities and job functions as set forth on the pertinent job description and such responsibilities designated by the Superintendent of Schools. Additionally, the Chief Academic Officer shall have the right to legal assistance in carrying out her duties at the expense of the Board provided that she has conformed to the Board's policies, rules and regulations, as well as any applicable provisions of State law or regulation. However, the Board's obligation in this regard does not extend to providing and/or obtaining legal assistance in any suit or matter brought by the Chief Academic Officer against the Board or any individual Board members.

In consideration of the employment, salary and fringe benefits established herein, the Chief Academic Officer hereby agrees to the following:

A. To faithfully perform the duties of Chief Academic Officer for the Board and to 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. The specific job description adopted by the Board, applicable to the position of Chief Academic Officer, is incorporated by reference into this contract.

B. To devote the necessary time, skills, labor and attention to this employment during the term of this contract. Any time away from the District that is not for District business must be arranged in accordance with provisions for all other District employees governing time off.

C. All duties assigned to the Chief Academic Officer by the Board shall be appropriate to and consistent with the professional role and responsibility of the Chief Academic Officer. The Board retains the right to modify these duties, as it deems appropriate.

4. COMPENSATION

Effective July 1, 2022 through June 30, 2023 the Board shall pay the Chief Academic Officer the annual base salary of One Hundred Eighty Eight Thousand, Eighty Nine Dollars (\$188,089). This salary shall be paid to the Chief Academic Officer in accordance with the schedule of salary payments made to other certified employees in the District.

5. SICK DAYS, PERSONAL AND VACATION.

A. The Chief Academic Officer shall receive twelve (12) sick days for the 2022-2023 school year, all of which shall be available to the Chief Academic Officer as of July 1, 2022. The Board may require the Chief Academic Officer to submit a physician's certification as proof of illness for any period of sick leave that is for three (3) or more consecutive school days. The unused portion of such leave, up to a maximum of fifteen (15) days at the end of each year, inclusive of carried-over personal leave days as set forth in Section C below, shall be cumulative, and may be carried over from one year to the next.

B. In the event that the Chief Academic Officer retires from the District and has at least seventy-five (75) accumulated and unused sick leave days, up to one hundred and fifty (150) unused and accumulated sick days will be reimbursed at a rate of one hundred dollars (\$100) per day for a maximum payment of fifteen thousand dollars (\$15,000). Any payments for unused and accumulated sick leave days shall be consistent with the provisions in N.J.S.A. 18A:30-3.5, and are capped at the sum of Fifteen Thousand Dollars (\$15,000), and, as noted above, are conditioned on the Chief Academic Officer being employed by the Board as of the date of her retirement.

Accumulated unused sick leave compensation shall not be paid to the Chief Academic Officer's estate or beneficiaries in the event of death prior to retirement.

C. The Chief Academic Officer shall receive three (3) personal days for the 2022-2023 school year, all of which shall be available to the Chief Academic Officer as of July 1, 2022. Any unused personal days shall accumulate to sick leave the following year.

D. The Parties agree that the Chief Academic Officer has earned twenty-five (25) days of vacation during the 2021-2022 school year, all of which shall be available to the Chief Academic Officer for use as of July 1, 2022. In addition, the Chief Academic Officer may, in the event of extra-ordinary circumstances as determined by the Superintendent, be permitted to roll over an additional five (5) earned unused vacation days from the 2021-2022 school year, all of which must be used during the 2022-2023 school year or are forfeited. However, in light of the Public Health Emergency and a State of Emergency throughout the State due to the public health hazard created by Coronavirus Disease 2019 and pursuant to the authority in N.J.S.A. 18A:30-9.1, the Board authorizes the Chief Academic Officer to roll over all of her unused vacation leave from both the 2019-2020 and 2020-2021 school years. Such days shall not expire during the term of this Contract and if not used by the time of the Chief Academic Officer's separation from employment and/or retirement from the District, these unused vacation days will be compensated pursuant to and in accordance with the provisions set forth in Section E below. In addition to the above, the Chief Academic Officer shall during the 2022-2023 school year earn an additional twenty-five (25) days of vacation, which shall be available for use during the 2023-2024 school year. The Chief Academic Officer may, in the event of extra-ordinary circumstances as determined by the Superintendent, be permitted to roll over an additional five (5) earned unused vacation days from the 2022-2023 school year, all of which would have to be used during the 2023-2024 school year.

or are forfeited. Vacations shall be scheduled so as to minimize disruption to the operations of the District. Vacations will require advance approval of the Superintendent.

E. Upon the Chief Academic Officer's separation from employment with the Board, the Board will pay all accumulated vacation days at a per diem rate calculated as 1/260th of the Chief Academic Officer's annual salary at the time of separation. All payments for unused vacation days will be consistent with then applicable State laws and administrative regulations, and any such payments will be made within sixty (60) days of the Chief Academic Officer's employment with the Board. If the Chief Academic Officer dies before the Employment Contract year is completed, payment for the Chief Academic Officer's accumulated vacation days shall be made to the Chief Academic Officer's estate.

F. The Board, through the Personnel Office, shall be responsible for maintaining written documentation of the Chief Academic Officer's earned and accrued vacation days and sick days, as well as use of the vacation, sick and personal days provided under this Employment Contract.

6. TRAVEL & EXPENSES.

In the event the Chief Academic Officer does not use a Board vehicle, the Board shall reimburse the Chief Academic Officer in accordance with New Jersey Statutes and Regulations, and in accordance with Circulars published by the New Jersey Department of Education Office of Management and Budget or any other applicable directive, for the use of an automobile used for purposes other than commuting in accordance with N.J.S.A. 18A:11-12, N.J.A.C. 6A:23A-7.1 *et seq.*, and any other applicable State law or administrative regulations, as well as any circulars published by the New Jersey Department of the Treasury and any other applicable State directives.

If the Chief Academic Officer incurs any extraordinary actual expense that results from the explicit written directive of the Superintendent, then she shall be reimbursed by way of a voucher for the actual expense incurred in accordance with N.J.S.A. 18A:11-12, N.J.A.C. 6A:23A-7.1 *et seq.*, and any other applicable State law or administrative regulations, as well as any circulars published by the New Jersey Department of the Treasury and any other applicable State directives.

The Board shall pay the Chief Academic Officer's dues for membership in the State and County Associations of School Administrators, NJPSA and the NJASA. The Board shall also reimburse the Chief Academic Officer for any registration fees and appropriate expenses for her attendance at, including but not limited to, County Office meetings, State Department of Education meetings, the NJASA State Conference and the NJSBA Fall Annual Workshop, all of which are subject to Superintendent approval.

7. MEDICAL BENEFITS.

The Chief Academic Officer shall be entitled to all medical benefits as approved by the Board. Such benefits will include:

- A. Medical Coverage;
- B. Prescription Drug Benefit Program;
- C. Dental Coverage; and
- D. Vision Insurance.

The Chief Academic Officer shall contribute towards the cost of the benefits noted above, as appropriate, consistent with Tier 4 contribution levels as set forth in P.L. 2011 c. 78 or P.L. 2020, c. 44, as applicable, for the appropriate level of coverage up to family coverage.

8. TUITION REIMBURSEMENT.

The Chief Academic Officer shall receive reimbursement for tuition and registration fees for graduate courses provided the courses taken are:

- A. Provided by a duly accredited institution of higher education as that term is defined in N.J.A.C. 6A:9-2.1; and
- B. Directly related to the Chief Academic Officer's assignment at the time the course is taken or,
- C. Is a course which is approved by the degree-granting institution.

In order to be eligible for tuition reimbursement, such coursework must culminate in the acquisition of a graduate degree conferred by a duly accredited institution of higher education. In order to be eligible for reimbursement, prior approval of the graduate course by the Superintendent of Schools is necessary. If prior approval is not granted, payment will not be given.

In order to be eligible for reimbursement the Employee must receive at least a "B" in an approved graduate course. To assure that professional development does not interfere with the Chief Academic Officer's professional responsibilities in the District, the Board retains the right to limit the number of reimbursable courses, seminars and expenses in any one year. Continued employment in the District for two (2) years beyond reimbursement is a prerequisite for retaining any reimbursement that is provided, except where the Chief Academic Officer is terminated as a result of a reduction in staff.

9. PROFESSIONAL LIABILITY

The Board agrees that it shall defend, hold harmless, and indemnify the Chief Academic Officer from any and all demands, claims, suits, actions, and legal proceedings brought against the Chief Academic Officer in her individual capacity or in her official capacity as agent of the Board, provided the incident arose while the Chief Academic Officer was acting within the scope of her

assigned duties, in accordance with the terms and conditions set forth in N.J.S.A. 18A:16-6, N.J.S.A. 18A:16-6.1, and any other applicable New Jersey statutes or regulations; and, as such, liability coverage is within the authority of the Board to provide under state law. Dr. Hazel agrees to cooperate fully and to assist the Board with its defense of any action against her and/or the Board.

10. WORK YEAR.

The work year for twelve (12) month employees shall be from July 1st through June 30th. All twelve (12) months employees, including the Chief Academic Officer, shall work pursuant to the school calendar adopted by the Board.

11. EVALUATION.

The Superintendent shall evaluate and assess in writing the performance of the Chief Academic Officer at least one time annually. The Superintendent and the Chief Academic Officer shall meet and discuss the evaluation. These evaluations and assessments shall be reasonably related to the position description of the Chief Academic Officer and her duties as specified in this contract.

12. TERMINATION OF EMPLOYMENT CONTRACT.

This Employment Contract may be terminated by:

- A. Mutual agreement of the parties;
- B. Unilateral termination by the Chief Academic Officer. The Chief Academic Officer may propose to terminate this Employment Contract and will use her best efforts to provide the Board with as much advance notice as possible, and in no event shall she provide less than sixty (60) days written notice to the Board;

- C. Retirement of the Chief Academic Officer;
- D. By operation of N.J.S.A. 18A:16-4; and/or
- E. By discharge by reason of neglect, misbehavior or other offense as set forth in N.J.S.A. 18A:17-1.

13. CONFIDENTIALITY PROVISION.

During the performance of this Employment Contract, the Parties acknowledge and agree as follows:

(a) In the course of fulfilling her responsibilities as the Chief Academic Officer, Dr. Hazel will be given access to or acquire confidential or sensitive information not otherwise available to members of the general public related to District students, operations, finances, personnel and other matters (hereinafter "Confidential Information"). The Parties acknowledge that maintaining complete privacy and confidentiality, as well as avoiding the disclosure of Confidential Information is critically important to both Parties, and in some cases is mandated by Federal and/or State law.

(b) Dr. Hazel acknowledges and agrees that all Confidential Information, whether or not acquired or created by the designee during the term of this Employment Contract, shall be the exclusive property of the District.

14. ENTIRE AGREEMENT

This Employment Contract embodies the entire agreement between the parties hereto and cannot be amended in whole or in part except by written agreement of the undersigned parties.

15. CONFLICTS

In the event of any conflict between the terms, conditions and provisions of this Employment Contract and provisions of the Board's policies unless otherwise prohibited by law,

the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies during the term of this Employment Contract.

16. GOVERNING LAW

This Employment Contract shall, in all respects, be governed by and construed under the laws of the State of New Jersey.

17. SAVINGS CLAUSE

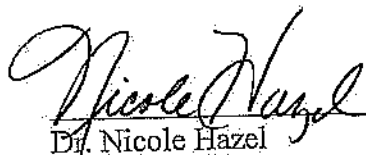
If, during the term of this Employment Contract, it is found that a specific clause of the Employment Contract is illegal pursuant to Federal or State law, the remainder of the Employment Contract is not affected by such a ruling and shall remain in force.

WHEREAS, this Employment Contract has been approved by a vote of the Board, and has been made part of the Board's official minutes;

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

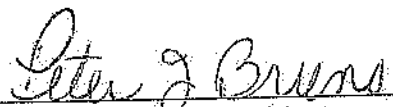
CHIEF ACADEMIC OFFICER

BOARD OF EDUCATION OF THE
FREEHOLD REGIONAL HIGH SCHOOL
DISTRICT


Dr. Nicole Hazel

Dated: 5/10/22

WITNESS

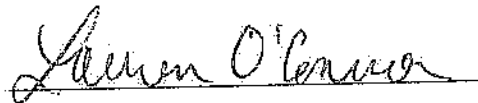

Peter Bruno, Board President

Dated:

WITNESS


Lauren O'Connor

Dated: 5/10/22


Lauren O'Connor

Dated: 5/10/22



FREEHOLD REGIONAL HIGH SCHOOL DISTRICT

Charles Sampson, Ed.D.
Superintendent

11 Pine Street
Englishtown, NJ 07726
(732) 792-7300 ext. 8538, 8502
Fax: (732) 446-9126

May 13, 2022

Dr. Jennifer Sharp
Director of Personnel
Freehold Regional High School District
Administration Building
11 Pine Street
Englishtown, NJ 07726

Dear Dr. Sharp:

Please be advised that the Board of Education approved your salary for the 2022-2023 school year at their regular meeting held on Thursday, May 12. Your salary for the 2022-2023 school year will be \$165,000.00.

Enclosed is a copy of the Board of Education's contractual provisions with twelve-month non-unit employees. Please sign and return a copy to my office.

Best wishes for the 2022-2023 school year. Your continued support is greatly appreciated.

Sincerely,

Dr. Charles B. Sampson
Superintendent of Schools

CS/lo

Enclosure

CONTRACTUAL PROVISIONS WITH TWELVE MONTH NON-UNIT EMPLOYEES

This agreement is between the Freehold Regional High School District Board of Education and the following non-unit employee and no benefits herein shall exceed state and/or federal law.

Director of Curriculum & Instruction
Director of Guidance & Operations
Director of Personnel
Director of Planning, Research & Evaluation
Director of Special Services

Vacation Days

- Twenty-five (25) vacation days per year
- Vacation days **may not** be accumulated and will be forfeited if not used. However, in the event of extraordinary circumstances, a maximum of five days may be carried over at the discretion of the Superintendent to be used or forfeited in the succeeding year.

Sick Days

- Upon retirement, reimbursement for unused sick leave at \$100 per day; must have accumulated a minimum of 75 days; payment for a maximum of 150 days or a maximum total of \$15,000

Travel Expenses

- Reimbursement for District Travel Expenses: at the current OMB rate.
- The employee shall maintain a travel mileage log.

Doctorate Degree

- \$4,500 for Doctorate Degree at an accredited institute

Tuition Reimbursement

Directors shall receive full reimbursement for tuition and registration fees only. The number of credits in any one year shall be guided by the nature of the program undertaken and shall be with the approval of the Superintendent in accordance with board policy. Only Directors who have been employed by the Board for more than one year may participate in the program. Continued employment in the District for two years beyond reimbursement is a prerequisite for retaining reimbursement, except where the employee is terminated due to reduction in staff.

- Course/graduate level program taken shall be previously approved by the Superintendent. All courses/programs taken shall be reported to the Superintendent on the appropriate reporting forms, no later than one week after the enrollment in said course or graduate program.
- A transcript and a receipt of the amount to be paid, along with a voucher, must be submitted to the Superintendent for payment.
- Reimbursement under this Article shall be granted only for graduate level courses.
- Continued employment in the district is a prerequisite for reimbursement except where the employee is terminated due to reduction in staff.
- Reimbursement for the New Jersey required State Mentoring Program
NJPSA (School Administration Mentor Program)
NJPSA (New Jersey Leaders to Leaders Program)

Jennifer Sharp
Employee's Name (Please Print)

Jennifer Sharp 5/13/22
Employee's Signature Date



FREEHOLD REGIONAL HIGH SCHOOL DISTRICT

Charles Sampson, Ed.D.
Superintendent

11 Pine Street
Englishtown, NJ 07726
(732) 792-7300 ext. 8538, 8502
Fax: (732) 446-9126

May 13, 2022

Dr. Jessica Howland
Director of Special Services
Freehold Regional High School District
Administration Building
11 Pine Street
Englishtown, NJ 07726

Dear Dr. Howland:

Please be advised that the Board of Education approved your salary for the 2022-2023 school year at their regular meeting held on Thursday, May 12. Your salary for the 2022-2023 school year will be \$155,740.00.

Enclosed is a copy of the Board of Education's contractual provisions with twelve-month non-unit employees. Please sign and return a copy to my office.

Best wishes for the 2022-2023 school year. Your continued support is greatly appreciated.

Sincerely,

Dr. Charles B. Sampson
Superintendent of Schools

CS/lo

Enclosure

cc: Dr. Jennifer Sharp, Director of Personnel

CONTRACTUAL PROVISIONS WITH TWELVE MONTH NON-UNIT EMPLOYEES

This agreement is between the Freehold Regional High School District Board of Education and the following non-unit employee and no benefits herein shall exceed state and/or federal law.

Director of Curriculum & Instruction
Director of Guidance & Operations
Director of Personnel
Director of Planning, Research & Evaluation
Director of Special Services

Vacation Days

- Twenty-five (25) vacation days per year
- Vacation days **may not** be accumulated and will be forfeited if not used. However, in the event of extraordinary circumstances, a maximum of five days may be carried over at the discretion of the Superintendent to be used or forfeited in the succeeding year.

Sick Days

- Upon retirement, reimbursement for unused sick leave at \$100 per day; must have accumulated a minimum of 75 days; payment for a maximum of 150 days or a maximum total of \$15,000

Travel Expenses

- Reimbursement for District Travel Expenses: at the current OMB rate.
- The employee shall maintain a travel mileage log.

Doctorate Degree

- \$4,500 for Doctorate Degree at an accredited institute

Tuition Reimbursement

Directors shall receive full reimbursement for tuition and registration fees only. The number of credits in any one year shall be guided by the nature of the program undertaken and shall be with the approval of the Superintendent in accordance with board policy. Only Directors who have been employed by the Board for more than one year may participate in the program. Continued employment in the District for two years beyond reimbursement is a prerequisite for retaining reimbursement, except where the employee is terminated due to reduction in staff.

- Course/graduate level program taken shall be previously approved by the Superintendent. All courses/programs taken shall be reported to the Superintendent on the appropriate reporting forms, no later than one week after the enrollment in said course or graduate program.
- A transcript and a receipt of the amount to be paid, along with a voucher, must be submitted to the Superintendent for payment.
- Reimbursement under this Article shall be granted only for graduate level courses.
- Continued employment in the district is a prerequisite for reimbursement except where the employee is terminated due to reduction in staff.
- Reimbursement for the New Jersey required State Mentoring Program
NJPSA (School Administration Mentor Program)
NJPSA (New Jersey Leaders to Leaders Program)

Jessica Howland
Employee's Name (Please Print)

[Signature] 5-13-22
Employee's Signature Date



FREEHOLD REGIONAL HIGH SCHOOL DISTRICT

Charles Sampson, Ed.D.
Superintendent

11 Pine Street
Englishtown, NJ 07726
(732) 792-7300 ext. 8538, 8502
Fax: (732) 446-9126

May 13, 2022

Mr. Michael Mendes
Director of Guidance and Operations
Freehold Regional High School District
Administration Building
11 Pine Street
Englishtown, NJ 07726

Dear Mr. Mendes:

Please be advised that the Board of Education approved your salary for the 2022-2023 school year at their regular meeting held on Thursday, May 12. Your salary for the 2022-2023 school year will be \$153,836.00

Enclosed is a copy of the Board of Education's contractual provisions with twelve month non-unit employees. Please sign and return a copy to my office.

Best wishes for the 2022-2023 school year. Your continued support is greatly appreciated.

Sincerely,

Dr. Charles Sampson
Superintendent of Schools

CS/lo

Enclosure

cc: Dr. Jennifer Sharp, Director of Personnel

CONTRACTUAL PROVISIONS WITH TWELVE MONTH
NON-UNIT EMPLOYEES

This agreement is between the Freehold Regional High School District Board of Education and the following non-unit employee and no benefits herein shall exceed state and/or federal law.

Director of Curriculum & Instruction
Director of Guidance & Operations
Director of Personnel
Director of Planning, Research & Evaluation
Director of Special Services

Vacation Days

- Twenty-five (25) vacation days per year
- Vacation days may not be accumulated and will be forfeited if not used. However, in the event of extraordinary circumstances, a maximum of five days may be carried over at the discretion of the Superintendent to be used or forfeited in the succeeding year.

Sick Days

- Upon retirement, reimbursement for unused sick leave at \$100 per day; must have accumulated a minimum of 75 days; payment for a maximum of 150 days or a maximum total of \$15,000

Travel Expenses

- Reimbursement for District Travel Expenses; at the current OMB rate.
- The employee shall maintain a travel mileage log.

Doctorate Degree

- \$4,500 for Doctorate Degree at an accredited institute

Tuition Reimbursement

Directors shall receive full reimbursement for tuition and registration fees only. The number of credits in any one year shall be guided by the nature of the program undertaken and shall be with the approval of the Superintendent in accordance with board policy. Only Directors who have been employed by the Board for more than one year may participate in the program. Continued employment in the District for two years beyond reimbursement is a prerequisite for retaining reimbursement, except where the employee is terminated due to reduction in staff.

- Course/graduate level program taken shall be previously approved by the Superintendent. All courses/programs taken shall be reported to the Superintendent on the appropriate reporting forms, no later than one week after the enrollment in said course or graduate program.
- A transcript and a receipt of the amount to be paid, along with a voucher, must be submitted to the Superintendent for payment.
- Reimbursement under this Article shall be granted only for graduate level courses.
- Continued employment in the district is a prerequisite for reimbursement except where the employee is terminated due to reduction in staff.
- Reimbursement for the New Jersey required State Mentoring Program
NJPSA (School Administration Mentor Program)
NJPSA (New Jersey Leaders to Leaders Program)

Michael Mendes
Employee's Name (Please Print)

Michael Mendes 5/16/22
Employee's Signature Date



FREEHOLD REGIONAL HIGH SCHOOL DISTRICT

Charles Sampson, Ed.D.
Superintendent

11 Pine Street
Englishtown, NJ 07726
(732) 792-7300 ext. 8538, 8502
Fax: (732) 446-9126

May 13, 2022

Dr. Shanna Howell
Director of Curriculum & Instruction
Freehold Regional High School District
Administration Building
11 Pine Street
Englishtown, NJ 07726

Dear Dr. Howell:

Please be advised that the Board of Education approved your salary for the 2022-2023 school year at their regular meeting held on May 12. Your salary for the 2022-2023 school year will be \$165,000.00.

Enclosed is a copy of the Board of Education's contractual provisions with twelve-month non-unit employees. Please sign and return a copy to my office.

Best wishes for the 2022-2023 school year. Your continued support is greatly appreciated.

Sincerely,

Dr. Charles B. Sampson
Superintendent of Schools

CS/lo

Enclosure

cc: Dr. Jennifer Sharp, Director of Personnel

**CONTRACTUAL PROVISIONS WITH TWELVE MONTH
NON-UNIT EMPLOYEES**

This agreement is between the Freehold Regional High School District Board of Education and the following non-unit employee and no benefits herein shall exceed state and/or federal law.

Director of Curriculum & Instruction
Director of Guidance & Operations
Director of Personnel
Director of Planning, Research & Evaluation
Director of Special Services

Vacation Days

- Twenty-five (25) vacation days per year
- Vacation days **may not** be accumulated and will be forfeited if not used. However, in the event of extraordinary circumstances, a maximum of five days may be carried over at the discretion of the Superintendent to be used or forfeited in the succeeding year.

Sick Days

- Upon retirement, reimbursement for unused sick leave at \$100 per day; must have accumulated a minimum of 75 days; payment for a maximum of 150 days or a maximum total of \$15,000

Travel Expenses

- Reimbursement for District Travel Expenses: at the current OMB rate.
- The employee shall maintain a travel mileage log.

Doctorate Degree

- \$4,500 for Doctorate Degree at an accredited institute

Tuition Reimbursement

Directors shall receive full reimbursement for tuition and registration fees only. The number of credits in any one year shall be guided by the nature of the program undertaken and shall be with the approval of the Superintendent in accordance with board policy. Only Directors who have been employed by the Board for more than one year may participate in the program. Continued employment in the District for two years beyond reimbursement is a prerequisite for retaining reimbursement, except where the employee is terminated due to reduction in staff.

- Course/graduate level program taken shall be previously approved by the Superintendent. All courses/programs taken shall be reported to the Superintendent on the appropriate reporting forms, no later than one week after the enrollment in said course or graduate program.
- A transcript and a receipt of the amount to be paid, along with a voucher, must be submitted to the Superintendent for payment.
- Reimbursement under this Article shall be granted only for graduate level courses.
- Continued employment in the district is a prerequisite for reimbursement except where the employee is terminated due to reduction in staff.
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NJPSA (School Administration Mentor Program)
NJPSA (New Jersey Leaders to Leaders Program)

Shanna Howell
Employee's Name (Please Print)

[Signature]
Employee's Signature Date



FREEHOLD REGIONAL HIGH SCHOOL DISTRICT

Charles Sampson, Ed.D.
Superintendent

11 Pine Street
Englishtown, NJ 07726
(732) 792-7300 ext. 8538, 8502
Fax: (732) 446-9126

May 13, 2022

Mr. Bruce Henecker
Director of Planning, Research & Evaluation
Freehold Regional High School District
Administration Building
11 Pine Street
Englishtown, NJ 07726

Dear Mr. Henecker:

Please be advised that the Board of Education approved your salary for the 2022-2023 school year at their regular meeting held on Thursday, May 12. Your salary for the 2022-2023 school year will be \$152,060.00.

Enclosed is a copy of the Board of Education's contractual provisions with twelve-month non-unit employees. Please sign and return a copy to my office.

Best wishes for the 2022-2023 school year. Your continued support is greatly appreciated.

Sincerely,

Dr. Charles B. Sampson
Superintendent of Schools

CS/lo

Enclosure

cc: Dr. Jennifer Sharp, Director of Personnel

CONTRACTUAL PROVISIONS WITH TWELVE MONTH NON-UNIT EMPLOYEES

This agreement is between the Freehold Regional High School District Board of Education and the following non-unit employee and no benefits herein shall exceed state and/or federal law.

Director of Curriculum & Instruction
Director of Guidance & Operations
Director of Personnel
Director of Planning, Research & Evaluation
Director of Special Services

Vacation Days

- Twenty-five (25) vacation days per year
- Vacation days **may not** be accumulated and will be forfeited if not used. However, in the event of extraordinary circumstances, a maximum of five days may be carried over at the discretion of the Superintendent to be used or forfeited in the succeeding year.

Sick Days

- Upon retirement, reimbursement for unused sick leave at \$100 per day; must have accumulated a minimum of 75 days; payment for a maximum of 150 days or a maximum total of \$15,000

Travel Expenses

- Reimbursement for District Travel Expenses; at the current OMB rate.
- The employee shall maintain a travel mileage log.

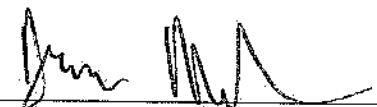
Doctorate Degree

- \$4,500 for Doctorate Degree at an accredited institute

Tuition Reimbursement

Directors shall receive full reimbursement for tuition and registration fees only. The number of credits in any one year shall be guided by the nature of the program undertaken and shall be with the approval of the Superintendent in accordance with board policy. Only Directors who have been employed by the Board for more than one year may participate in the program. Continued employment in the District for two years beyond reimbursement is a prerequisite for retaining reimbursement, except where the employee is terminated due to reduction in staff.

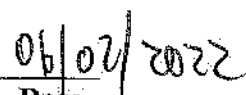
- Course/graduate level program taken shall be previously approved by the Superintendent. All courses/programs taken shall be reported to the Superintendent on the appropriate reporting forms, no later than one week after the enrollment in said course or graduate program.
- A transcript and a receipt of the amount to be paid, along with a voucher, must be submitted to the Superintendent for payment.
- Reimbursement under this Article shall be granted only for graduate level courses.
- Continued employment in the district is a prerequisite for reimbursement except where the employee is terminated due to reduction in staff.
- Reimbursement for the New Jersey required State Mentoring Program
NJPSA (School Administration Mentor Program)
NJPSA (New Jersey Leaders to Leaders Program)



Employee's Name (Please Print)



Employee's Signature



Date



FREEHOLD REGIONAL HIGH SCHOOL DISTRICT

Charles Sampson, Ed.D.
Superintendent

11 Pine Street
Englishtown, NJ 07726
(732) 792-7300 ext. 8538, 8502
Fax: (732) 446-9126

May 13, 2022

Ms. Patricia Smith
Administrator of Finance
Freehold Regional High School District
11 Pine Street
Englishtown, NJ 07726

Dear Ms. Smith:

Please be advised that the Board of Education approved your salary for the 2022-2023 school year at their regular meeting held on Thursday, May 12. Your salary for the 2022-2023 school year will be \$152,060.00.

Enclosed is a copy of the Board of Education's contractual provisions with twelve-month non-unit employees. Please sign and return a copy to my office.

Best wishes for the 2022-2023 school year.

Sincerely,

Dr. Charles Sampson
Superintendent of Schools

CS/lo

cc Dr. Jennifer Sharp, Director of Personnel

CONTRACTUAL PROVISIONS WITH TWELVE MONTH NON-UNIT EMPLOYEES

This agreement is between the Freehold Regional High School District Board of Education and the following non-unit employee and no benefits herein shall exceed state and/or federal law.

Administrator of Finance

Vacation Days

- Twenty-five (25) vacation days per year
- Vacation days **may not** be accumulated and will be forfeited if not used. However, in the event of extraordinary circumstances, a maximum of five days may be carried over at the discretion of the Superintendent to be used or forfeited in the succeeding year.

Sick Days

- Upon retirement, reimbursement for unused sick leave at \$100 per day; must have accumulated a minimum of 75 days; payment for a maximum of 150 days or a maximum total of \$15,000

Travel Expenses

- Reimbursement for District Travel Expenses; at the current OMB rate.
- The employee shall maintain a travel mileage log.

Doctorate Degree

- \$4,500 for Doctorate Degree at an accredited institute

Tuition Reimbursement

Employee shall receive full reimbursement for tuition and registration fees only. The number of credits in any one year shall be guided by the nature of the program undertaken and shall be with the approval of the Superintendent in accordance with board policy. Only employees who have been employed by the Board for more than one year may participate in the program. Continued employment in the District for two years beyond reimbursement is a prerequisite for retaining reimbursement, except where the employee is terminated due to reduction in staff.

- Course/graduate level program taken shall be previously approved by the Superintendent. All courses/programs taken shall be reported to the

Superintendent on the appropriate reporting forms, no later than one week after the enrollment in said course or graduate program.

- A transcript and a receipt of the amount to be paid, along with a voucher, must be submitted to the Superintendent for payment.
- Reimbursement under this Article shall be granted only for graduate level courses.
- Continued employment in the district is a prerequisite for reimbursement except where the employee is terminated due to reduction in staff.
- Reimbursement for the New Jersey required State Mentoring Program
NJPSA (School Administration Mentor Program)
NJPSA (New Jersey Leaders to Leaders Program)

Patricia C. Smith
Employee's Name (Please Print)

Patricia C. Smith 5/17/22
Employee's Signature Date

SUPERINTENDENT EMPLOYMENT CONTRACT
WITH
FREEHOLD REGIONAL HIGH SCHOOL DISTRICT
BOARD OF EDUCATION

This Employment Contract is made and entered into this _____ day of January, 2021, by and between the Freehold Regional High School District Board of Education, (“Board”), with offices located at 11 Pine Street, Englishtown, New Jersey 07726 and Dr. Charles B. Sampson (the “Superintendent”).

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

WHEREAS, Dr. Sampson has continuously served as the Superintendent of Schools of the Freehold Regional High School District since June 6, 2011;

WHEREAS, the Board desires to continue to employ Dr. Sampson as Superintendent of Schools of the Freehold Regional High School District, and Dr. Sampson has agreed to provide said services; and

WHEREAS, the Board and Dr. Sampson wish to embody in this Contract the terms and conditions of their Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Board and Dr. Sampson hereby agree as follows:

1. Term

The Board, in consideration of the promises herein contained of the Superintendent, hereby employs, and the Superintendent hereby accepts employment as the Superintendent of

Schools for the Freehold Regional High School District for a five (5) year term commencing on July 1, 2020 and expiring on June 30, 2025.

2. Certification

During the term of this Agreement, the Superintendent shall at all times hold a valid and appropriate certificate to act as a Superintendent of Schools in the State of New Jersey, as well as any and all other certifications required by law to serve in the position of Superintendent. The parties agree that in the event the Superintendent's certification is revoked or otherwise not maintained in full force and effect for any reason, the 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. Superintendent Responsibilities

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 Superintendent of Schools and serve as the Chief School Administrator and Executive in accordance with the laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education or otherwise issued by the Commissioner of Education, and the Policies which are adopted from time-to-time by the Board. The specific job description adopted and as may be amended by the Board (in consultation with the Superintendent), applicable to the position of Superintendent, is incorporated by reference into this Contract and shall be followed by the Superintendent.

B. Devote his full time, skills, labor and attention to this employment during the term of this Contract, provided that the Superintendent may, with prior notice to and approval by the Board (which shall not be unreasonably withheld), undertake consultative work, speaking

engagements, writing, teaching, lecturing or other professional duties and obligations which do not interfere with his fulltime responsibilities as Superintendent.

C. Carry out the administration of instruction and business affairs of the Freehold Regional High School District, with the assistance of staff, in accordance with the responsibilities as outlined above, and more particularly, in the Superintendent job description.

D. Recommend the selection, placement, appointment, reappointment and transfer of personnel, subject to the approval of the Board in accordance with the responsibilities as outlined above. The nonrenewal of personnel shall occur upon the Superintendent's notification to the employee and the Board.

E. Study and make recommendations with respect to all criticisms and complaints which the Board, either individually or collectively, shall refer to him when brought to their attention in accordance with the responsibilities outlined above.

F. Attend appropriate professional meetings and conferences as a representative of the Board, provided that 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. The parties agree that the Superintendent shall have the right to attend all Board meetings and Committee meetings of the Board, and he has the right to make recommendations to the Board or Committee with respect to any proposed action or policy. The parties also agree that the full Board shall not hold any discussions regarding the Superintendent's employment unless the Superintendent is given written notice of at least 48 hours in advance of the Board meeting, is given the opportunity to address the Board, and is

permitted to have a representative of his choosing speak on his behalf. In addition, the Board shall not hold any discussions with regard to 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. The Board may conduct discussions in closed session without the presence of the Superintendent for the purpose of conducting any evaluation process. However, in the event that the Superintendent is served with a *Rice* notice, and the Superintendent chooses to have the ensuing discussion in closed session, at a minimum, he shall have the right to address the board in closed session and to bring a representative of his choosing.

4. Compensation

A. Annual Salary. The Board shall provide the following annual salary as part of the Superintendent's compensation:

i. Salary. The Board shall pay the Superintendent an annual salary in accordance with the following schedule: TWO HUNDRED AND FIFTY THOUSAND dollars (\$250,000), prorated for the 2020-2021 school year; TWO HUNDRED AND FIFTY-FIVE THOUSAND, dollars (\$255,000) for the 2021-2022 school year; TWO HUNDRED AND SIXTY THOUSAND, ONE HUNDRED dollars (\$260,100) for the 2022-2023 school year; TWO HUNDRED AND SIXTY-FIVE THOUSAND, THREE HUNDRED AND TWO dollars (\$265,302) for the 2023-2024 school year; and TWO HUNDRED AND SEVENTY THOUSAND, SIX HUNDRED AND EIGHT dollars (\$270,608) for the 2024-2025 school year. The Superintendent shall receive his salary in accordance with the schedule of salary payments in effect for other certified employees and that the Board will make all necessary payroll

withholdings, including making pension contributions and taking benefit contributions as per current state regulations towards the Superintendent's health insurance provided by the Board.

ii. Salary Reductions. The Superintendent's salary shall not be reduced during the term of this Contract, except in accordance with N.J.S.A. 18A:17-20.2.

iii. Salary During Extension. Notwithstanding the foregoing, no salary increase of any kind will take effect on July 1, 2024 unless the parties have agreed to a contract extension and that extension has been approved by the Executive County Superintendent. The terms of the extension will govern all increases to take effect after July 1, 2024. Any renewal, extension, or modification of this Contract shall comply with the notice provisions of N.J.S.A. 18A:11-11 and N.J.A.C. 6A:23A-3.1, *et seq*, as they exist as of the effective date of this Contract.

5. Other Benefits

A. Leaves

1. Work Year and Vacation

The work year shall be from July 1st through June 30th, exclusive of holidays and vacations. The Superintendent shall be entitled to twenty-five (25) vacation days with pay annually. The Superintendent shall be permitted to take vacation days at any time, subject to the further requirements of this Section of the Contract. The Board, through its Personnel Department, shall be responsible for maintaining written documentation of the Superintendent's earned, used and accrued vacation days. If the Superintendent does not complete a full contract year, the number of days shall be pro-rated at the rate of two (2) days per month for the completed months of service. The Superintendent may carry over a maximum of five (5) unused days from one year to the next, with the approval of the Board of Education, to a maximum of

twenty (25) unused vacation days overall. However, in light of the Public Health Emergency and a State of Emergency throughout the State due to the public health hazard created by Coronavirus Disease 2019 and pursuant to the authority in N.J.S.A. 18A:30-9.1, the Board authorizes the Superintendent to roll over all of his unused vacation leave from the 2020-2021, and any other future school year in which there is a Public Health Emergency and a State of Emergency throughout the State lasting more than ninety (90) days in duration. Such days shall not expire during the term of this Contract and if not used by the time of the Superintendent's separation from employment and/or retirement from the District, these unused vacation days will be compensated pursuant to and in accordance with the provisions. In the event of separation or retirement, the Board shall pay the Superintendent for his earned but unused vacation at the Superintendent's then daily rate of pay, based upon a 260-day work year, following his last day of employment on his then current salary. The Superintendent shall take his vacation time only after giving the Board President reasonable notice, which shall be not less than four weeks. School vacations do not constitute time off for the Superintendent, unless he uses his leave time. If the Superintendent wishes to take more than two consecutive vacation days during periods when school is in session, he shall require permission from the Board President not less than four weeks prior to the date such vacation is proposed to commence, except in the case of special circumstances. The Superintendent is expected to attend to the business of the District as required for its smooth and efficient operation.

2. Holidays

The Superintendent shall be entitled to all holidays permitted other twelve-month professional employees.

3. Sick Leave

Effective July 1st of each contract year, the Superintendent shall be provided fifteen (15) days sick leave annually. Any unused sick leave days shall be cumulative and available for sick leave if needed in a subsequent year.

4. Personal Leave

Effective July 1st of each contract year, the Superintendent shall be provided three (3) days of absence with pay annually for personal matters which require absence during school hours to be used at his discretion. Unused personal leave at the end of each contract year shall not be cumulative.

5. Bereavement Leave

The Superintendent shall be provided the following leaves of absence with pay as needed: five (5) days for bereavement upon the death of a spouse, parent, child, grandparent, brother, sister or father or mother-in-law; one (1) day for other family members. Unused bereavement leave at the end of each contract year shall not be cumulative.

B. Health Insurance

The Superintendent shall be entitled to health insurance paid by the Board in accordance with the plan available to all central office administrators. The Superintendent shall contribute towards the cost of his health insurance premiums in accordance with N.J.A.C. 6A:23A-3.1(e)(5), Chapter 78 and/or Chapter 44, as applicable. In no case shall the Superintendent pay less than the 1.5% of base salary in accordance with N.J.S.A. 18A:16-17 (P.L. 1979, c. 391). Such limitation shall in no way link this Contract with any agreement collectively negotiated with other District employees. In doing so, the Superintendent shall contribute an amount toward payment of premiums, which shall be paid by through payroll deductions.

The Superintendent may, at his election, waive coverage in any health benefits plan if covered through a spouse, civil union partner or domestic partner's health plan in accordance with the procedures established by the Board. The Superintendent shall be paid twenty-five percent (25%) of the premium savings for medical only should he elect to waive such coverage.

C. Job-Related Expenses and Other Compensation

1. Job-Related Use of Personal Automobile

It is understood and agreed by the parties that the Superintendent's responsibilities, as set forth in this contract and in the Board's applicable job description, will require significant travel across the approximate two hundred and sixteen (216) square miles of the District to and from the District's six comprehensive high school buildings and the Administration Building, as well as to various business related-functions and obligations. Accordingly, and as permitted by N.J.A.C. 6A:23A-3.1 (e)(13), the Superintendent shall be paid a monthly car allowance in the amount of five hundred dollars (\$500) during the term of this contract. This allowance shall be in lieu and in place of any mileage reimbursements for travel for which he uses his personal vehicle during the term of this contract.

2. Sustenance and Other Expenses

The Board shall reimburse the Superintendent for all school business related sustenance and other expenses for all travel (not related to his use of his personal vehicle) calculated at the rate established in accordance with N.J.S.A. 18A:11-12 and the New Jersey OMB Circular. The Superintendent shall follow Board Policy and State Law in supplying the requisite documentation when seeking reimbursement.

D. Board Equipment

The Board shall provide the Superintendent for business use with the following: a Blackberry or similar device a laptop, a printer, and a cell phone. This equipment shall remain the property of the Board and shall be returned to the Board upon the Superintendent's separation from employment with the Board.

E. Professional Growth and Development and Membership Fees

1. Professional Growth and Development

The Board shall pay for and/or reimburse the Superintendent for registration fees, tuition, expenses, textbooks and all other reasonable expenses for conferences, seminars and/or graduate school course work at institutions which are accredited by an agency properly recognized by the U.S. Department of Education to provide accreditation, of the Superintendent's choosing and which are approved in advance by the Board of Education. The Superintendent shall be entitled to attend one national and two State conferences annually, provided that the Superintendent shall follow the Board Policy and State laws in supplying the necessary documentation when seeking reimbursement, shall receive prior Board approval, and shall report to the Board regarding his attendance at conferences, seminars and courses taken.

2. Membership Fees

The Board shall pay one hundred percent (100%) of the Superintendent's fees, dues and charges to the New Jersey Association of School Administrators, the American Association of School Administrators, the Monmouth County Association of School Administrators, Panasonic Foundation Network of NJ Superintendents, and the Seton Hall University Superintendent's Study Council. Membership in other professional and/or civil organizations that the Superintendent deems necessary to maintain and/or improve his professional development and skills will be paid by the board upon prior Board approval.

F. Tax Sheltered Annuity

The Superintendent may elect to have a designated portion of his monthly salary deducted from his paycheck for placement with an existing Board approved tax sheltered annuity plan, a pension supplemental annuity fund plan, a pension group life insurance plan, or an employee income protection plan.

6. Evaluation

A. Each school year, the parties shall meet and the Board, in consultation with the Superintendent, shall establish criteria for evaluation of the Superintendent during the current school year. Such criteria shall be reduced to writing and shall constitute a basis on which the Superintendent is evaluated. The parties shall also meet and review the evaluation format to be used for the succeeding school year.

B. The Board shall evaluate the performance of the Superintendent at least once a year on or about April 1st (but not later than May 31st), in accordance with the applicable Statutes, Rules, Regulations and Board Policy relating to the Superintendent evaluation. The 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. Before final Board action, a copy of the evaluation shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The annual evaluation shall be based upon the goals and objectives of the District and of the Superintendent, the responsibilities of the Superintendent as set forth in the job description for the position of the Superintendent, and such other criteria as the Board sets forth, and as the State Board of Education shall, by regulation, prescribe.

C. In the event that the Board determines that the performance of the Superintendent 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 Superintendent shall have the right to respond in writing to the evaluation. The Superintendent's response shall become a permanent attachment to the Superintendent's evaluation and personnel file, upon his request. On or prior to August 1st of each school year, the parties will meet to establish the District's and Superintendent's goals and objectives for the next succeeding school year.

8. Termination of Employment Contract/Renewal/Non-Renewal

This Contract may be terminated under the following conditions:

A. Non-renewal by written notification in accordance with the provisions of N.J.S.A.18A:17-20.1 to the Superintendent at least one calendar year from expire of this employment contract, which is, June 30, 2024. It shall be the responsibility of the Superintendent to notify the Board in writing, no later than December 31, 2023 of its need to consider the matter of his renewal and its obligation to notify him in writing of same by the aforementioned deadline;

B. By the Board, for cause or upon any other basis set forth in N.J.S.A. 18A:17-20.2, in accordance with N.J.S.A. 18A:17-20.2;

C. By the Superintendent, upon one hundred and twenty (120) calendar days written notification;

D. In the event that the Superintendent's certificate is revoked, this Contract shall be null and void pursuant to N.J.S.A. 18A:17-15.1;

E. If the Superintendent is precluded from performing his duties by any judgment, order or directive of any Court of competent jurisdiction or by the Commissioner of Education of the State of New Jersey, all provisions of this Contract shall terminate, the Contract shall be null and void, and the Superintendent's employment shall cease effective immediately;

F. By the incapacity of the Superintendent; or

G. By mutual Agreement of the parties.

In the event that the Board elects to terminate this Employment Contract prior to its expiration date for a reason other than those set forth in Section 8(A) – (F) above or otherwise permitted by statute, and to remove the Superintendent from the actual performance of his duties, any such early termination and payments to the Superintendent in connection with same must comply with the provisions of *P.L. 2007, c. 53, The School District Accountability Act*.

9. Separation from Service

The Superintendent shall also receive the following as part of compensation, upon separation from employment with the District under this Contract:

A. Vacation Days

Upon the Superintendent's separation from employment with the Board, the Board will pay for all unused vacation days accumulated under this Contract at the per diem rate of 1/260 of the final annual salary, to a maximum of twenty-five (25) typical vacation days and in addition, any additional vacation days that are rolled over in accordance with the authority in N.J.S.A. 18A:30-9.1 as a result of a Public Health Emergency and a State of Emergency throughout the State lasting more than ninety (90) days in duration. The Board shall make such payment within forty-five (45) days of the Superintendent's separation from employment.

B. Payment to Estate

If the Superintendent dies before an Employment Contract year is completed, payment for the unused vacation days owed under this Contract shall be made available to the Superintendent's beneficiary. If no beneficiary is named, the payment shall be made to the Superintendent's estate, based on the per diem rate applicable.

C. Sick Days

Upon the Superintendent's retirement from the Board, the Board will pay for all unused accumulated sick days earned while an employee of the Board. Sick days shall be reimbursed at the per diem rate of 1/260th of the final annual salary of the Superintendent to a maximum of fifteen thousand dollars (\$15,000.00).

10. Indemnification

The Board shall provide indemnification for the Superintendent, consistent with the provisions of N.J.S.A. 18A:16-6 and 16-6.1.

11. Right to Counsel

The Superintendent acknowledges that he has been informed of his right to be represented by legal counsel regarding the negotiation, development and approval of this Employment Contract and that he has availed himself of same and is satisfied with the services provided to him.

12. Complete Agreement

This Employment Contract embodies the entire agreement between the parties hereto and contains all understandings regarding the terms and conditions of employment for the Superintendent. This Agreement may not be modified or amended except by mutual agreement of the parties incorporated in a written Agreement signed by both parties.

13. New Jersey Law

This Agreement shall be construed and interpreted in accordance with the provisions of the Laws of the State of New Jersey.

14. 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, unless otherwise prohibited by law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board Policies or any such permissive laws.

15. Separability/Savings Clause

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

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

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

WHEREAS, this Employment Contract has been approved by the Executive County Superintendent of Schools for the County of Monmouth in accordance with prevailing law and by a vote of the majority of the members of the Freehold Regional High School District Board of Education at its meeting of _____, 2021 and has been made a part of the minutes of that meeting.

IN WITNESS WHEREOF, the parties hereto do set their hands and seals, either individually or by their authorized officers, to this Employment contract, effective on the day and year first above written.

BOARD OF EDUCATION OF THE FREEHOLD
REGIONAL HIGH SCHOOL DISTRICT

By: _____
President

CHARLES B. SAMPSON
Superintendent

WITNESSED BY:

WITNESSED BY:

SEAN BOYCE
Assistant Superintendent for Business/
Board Secretary

Approved:

By: _____
DR. LESTER RICHENS.
Interim Executive County Superintendent
For Monmouth County