

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT is made and entered into this fourteenth day of July 2022 by and between the BLACK HORSE PIKE REGIONAL BOARD OF EDUCATION with offices located at 580 Erial Road, Blackwood, New Jersey (hereinafter referred to as the "Board") and Brian Repici (hereinafter referred to as the "Superintendent").

WITNESSETH

WHEREAS, the Board desires to provide the Superintendent with a written Employment Contract in order to enhance administrative stability and continuity within the Black Horse Pike Regional School District (hereinafter referred to as the "District"); and

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

NOW, THEREFORE, the Board and the Superintendent, for the consideration stated herein below, agree as follows:

1. TERM OF CONTRACT.

The Board, in consideration of the promises of the Superintendent herein contained, employs the Superintendent, and the Superintendent hereby accepts employment, as Superintendent of Schools for a term commencing July 1, 2023 and expiring on June 30, 2028. Both parties acknowledge that the Executive County Superintendent, in accordance with applicable laws and regulations, must approve this Contract.

2. CERTIFICATION AND RESPONSIBILITIES.

A. Certification. The Superintendent shall hold a valid certificate to act as Superintendent of Schools in the State of New Jersey throughout the term of this Employment Contract. In the event that the Superintendent's certificate is revoked, this Employment Contract shall be null and void as of the date of such revocation.

B. Duties. The Superintendent shall be the chief executive and administrative officer of the District 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 Superintendent shall make recommendations for the consideration and action of the Board as to the placement, transfer and dismissal of instructional and non-instructional personnel. In this regard, the Superintendent shall be responsible for the selection, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable Board policies and directives. The Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with *N.J.S.A. 18A:27-4.1*. Pursuant to *N.J.S.A. 18A:27-4.1*, the Superintendent shall have authority to non-renew personnel and to provide a written statement of reasons for non-renewal upon proper request to the employee.

The Superintendent shall have responsibility for the administration of the affairs of the school district, including but not limited to programs, personnel, fiscal operations, and instructional programs. All duties and responsibilities related thereto will be performed and discharged by the Superintendent, or by staff, at the Superintendent's direction.

The members of the Board, individually and collectively, shall refer to the Superintendent any and all criticisms, complaints and suggestions concerning the operation and management of the District called to their attention. Any such references shall be discussed by the Board members at a scheduled meeting of the Board and a consensus sought to direct the Superintendent to study, recommend, and/or take action.

The Superintendent shall have the right to legal assistance in carrying out his/her duties at the expense of the Board. The Superintendent shall suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well being of the school district.

The Superintendent shall have a seat on the Board and have the right to speak (but not vote) on all issues before the Board. The Superintendent shall have the right to attend all Board meetings (except closed session meetings, where a *Rice* notice has been served upon the Superintendent notifying him that his employment will be discussed in closed session, and the Superintendent has not requested that the meeting be conducted in public, or where the Superintendent has a conflict of interest), and he (or his delegate) shall have the right to make recommendations and speak at all Board meetings and at all meetings of Board committees.

All duties assigned to the Superintendent by the Board should be appropriate to and consistent with the professional role and responsibilities of the Superintendent, and shall be set by Board policy and bylaws. The Board shall not substantially increase the duties of the Superintendent by assigning him the duties and/or responsibilities of another title or position unless the parties agree upon additional compensation commensurate with the increase in duties and such additional compensation is reflected in an addendum to this contract, subject to review

and approval by the Executive County Superintendent. The Board recognizes that the demands of the Superintendent's position require him to work long and irregular hours, and occasionally may require that he attend to district business outside of the district.

C. Outside Activities. The Superintendent shall be permitted to engage in activities such as consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation so long as such activities do not interfere with his ability to manage the District. Stipends and honorariums must be paid to Board of Education if the activity is scheduled during work hours, unless vacation time is used.

3. PROFESSIONAL GROWTH OF SUPERINTENDENT.

The Board encourages the continuing professional growth of the Superintendent through his participation, as he might decide in light of his responsibilities as the Superintendent, in the following:

A. The operations, programs, and activities conducted or sponsored by local, state and national school administrator and/or school Board associations;

B. Seminars and courses offered by public or private educational institutions culminating in a graduate degree conferred by a duly accredited institution;

C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his/her professional responsibilities for the Board;

D. Visits to other educational institutions and/or school districts; and

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

In its encouragement of the continued professional growth of the Superintendent, the Board shall, permit the Superintendent release time to attend to such operations, programs, and activities, and shall pay all necessary travel, registration and sustenance expenses of the Superintendent in connection herewith in accordance with *N.J.S.A. 18A:11-12*.

The Superintendent shall be permitted to attend the NJASA Spring Conference, NJSBA Fall Workshop and other NJASA sponsored workshops. The Board shall also permit the Superintendent to participate in NJASA's Executive Committee and professional development at the Board's expense. The Board shall pay for and/or reimburse the Superintendent for costs associated with state-mandated continuing education.

The Board shall reimburse the Superintendent for tuition costs incurred for courses at an accredited institution of higher education. The Superintendent shall seek Board approval prior to enrolling in any course of study. The maximum reimbursement for each school year shall be three thousand dollars.

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

4. COMPENSATION AND OTHER PERQUISITES.

A. Salary. The Board shall pay the Superintendent an annual salary of two hundred and seventeen thousand, and sixty-eight dollars (\$217,068.00,) for the 2023-2024 school year, inclusive of a \$5,000.00 high school salary increment; the high school salary increment shall be included in the Superintendent's salary in each year of the contract. The annual salary rate shall

be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certificated employees of the Board.

B. Annual Salary Increase. On July 1, 2024, and for each subsequent year, the Superintendent shall receive a two percent (2.0%) increase to his base salary. The annual salary and benefits are reflected in the Detailed Statement of Costs, which is approved by the Board and County Superintendent.

C. Merit Bonus. The Superintendent may receive a merit bonus in addition to his annual base salary. It is understood by the Board and the Superintendent that the merit bonuses are not subject to pension contributions. The merit bonus will be based upon his achievement of a quantitative merit criterion and/or qualitative merit criterion. On or before September 30, 2023 and each September 30th thereafter, the Board and Superintendent may select one (1) quantitative merit criteria and one (1) qualitative merit criteria per contract year. The Executive County Superintendent shall approve or disapprove the selection of quantitative merit and the qualitative merit criteria and the data that forms the basis of measuring the achievement of the quantitative merit and the qualitative merit criteria. In the event the Executive County Superintendent rejects a proposed criterion, the parties shall select another and/or modify the original proposed criterion and re-submit it for approval. Upon the Executive County Superintendent's approval of the merit criteria, the criteria shall be reflected in an addendum to this contract. The Superintendent shall receive a merit bonus in the amount 3.33% of his annual base salary for the quantitative merit criterion achieved, and/or a merit bonus in the amount of 2.5% of annual base salary for the qualitative merit criterion achieved. The Board shall submit a resolution to the Executive County Superintendent certifying that the quantitative merit and/or qualitative merit criterion have been satisfied and shall await confirmation from the Executive County Superintendent that

the criteria of the merit bonus have been satisfied prior to paying the merit bonus. The Board shall pay merit bonus within thirty days (30) of the Executive County Superintendent's confirmation that the merit criteria have been satisfied.

D. Longevity. On July 1, 2023, and July 1st of each subsequent year of this Employment Contract, the Board shall grant the Superintendent a four hundred and fifty dollar (\$450.00) increase in his base salary due to his longevity of service with the district. Pension contributions shall be made and withheld on said amount. The longevity service increment shall be added to base salary after the 2% minimum base salary increase.

E. No Reduction in Salary/Compensation. During the term of this Employment Contract, including any extension hereof, the Superintendent shall not be reduced in compensation and/or benefits except as otherwise provided by law.

F. Computer/iPad. The Board shall supply the Superintendent with the use of a new laptop computer and/or iPad, with Internet access, which is the property of the Board and shall be returned to the District at the end of the Superintendent's employment with the District. The Board shall be responsible for all maintenance and software updates associated with the laptop computer/iPad. The laptop computer/iPad shall be replaced and/or updated as necessary. Incidental personal use of the equipment by the Superintendent shall be permitted.

5. LEAVE.

A. Vacation Leave. 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. It is understood, however, that vacation days are earned on a pro-rata monthly basis. Except as otherwise provided herein, the Superintendent shall be permitted to take vacation at any time,

and shall notify the Board President in advance of any vacation taken. In the event the Superintendent intends on taking more than two consecutive days of vacation while school is in session, he shall obtain permission from the Board President, which permission shall not be unreasonably withheld so long as there is administrative coverage of the district in his absence.

When the business demands of the district prevent the Superintendent from using his vacation days, the Superintendent may carry over ten (10) unused earned vacation days from one year to the next. Except in the year of the Superintendent's separation from employment, any unused carry over vacation days must be used in the next subsequent school year or they shall forfeited. This means that the maximum number of vacation leave days available to the Superintendent in any school year is thirty-five (35) vacation leave days.

The Board, through the personnel office, shall be responsible for maintaining records of the Superintendent's earned and unused vacation days.

In the event of an unpaid absence for any reason, the Superintendent shall be permitted to use his unused vacation days and be paid for the absence. In accordance with N.J.S.A. 18A: 30-9.1, vacation days not taken in a given year because of duties directly related to a state of emergency declared by the Governor may accumulate at the discretion of the board pursuant to a plan established by the Board until such time as the Superintendent uses the accumulated vacation days or the Superintendent is compensated for the accumulated unused vacation days following a Board resolution approving payment of same.

B. Payment for Unused Vacation Days. Upon separation from employment, the Superintendent shall be paid for his unused, accumulated vacation days. The per diem rate for unused vacation days shall be calculated as 1/260th of the Superintendent's final salary. The Board shall make any such payment within thirty (30) days after the Superintendent's last day of

employment. In the event of the Superintendent's death, payment for his unused, accumulated vacation days shall be made to his beneficiary/estate.

C. Sick Leave. The Superintendent shall be allowed twelve (12) sick days annually. The unused portion of such leave shall be carried over from one year to the next. The Board may, in its discretion, require that the Superintendent provide the Board with a physician's certificate validating the need for the Superintendent's use of sick leave in cases in which the Superintendent uses more than three (3) consecutive sick days.

D. Payment for Unused Sick Leave. Upon the Superintendent's retirement, the Superintendent shall be paid for unused, accumulated sick leave days at his then *per diem* rate of pay up to a maximum of fifteen thousand dollars (\$15,000.00). The Superintendent's *per diem* rate shall be calculated as 1/260th of his final salary. The Board shall make any such payment within thirty (30) days of the Superintendent's last day of employment.

E. Personal Days. The Superintendent is entitled to three (3) personal days per school year which he may use for any reason. Personal business shall be construed to mean activities such as legal, business, household or family matters that must be taken on a particular day during school hours. The Superintendent shall notify the Board President prior to the requested date of the leave. Unused personal days shall convert to sick leave at the conclusion of the school year, subject to a maximum accumulation of fifteen (15) sick leave days per school year.

F. Bereavement Leave. The Superintendent shall be entitled to five (5) days of leave, without loss of pay, due to the death of his father, mother, husband, wife, partner in a civil union, brother, sister, father-in-law, mother-in-law, son, daughter, grandchild, or any person permanently living with the Superintendent. The Superintendent shall be entitled to two (2) days of leave, per

incident, without loss of pay due to the death of a sister-in-law, brother-in-law, aunt, uncle or other near relative at the discretion of the Superintendent.

G. Holidays. The Superintendent shall be entitled to paid leave for the following holidays:

New Year's Day	Memorial Day	Thanksgiving Day
Martin Luther King Day	Independence Day	Christmas Day
Lincoln's Birthday	Labor Day	Juneteenth
Washington's Birthday	Columbus Day	
Good Friday	Veteran's Day.	

The Superintendent may choose to take each specified holiday on the date of its occurrence or choose, instead, to hold any such holiday and take it on another day during the year. The Superintendent shall also be entitled to time off without loss of pay for the recess periods when school is not in session (i.e., winter break and spring break).

6. MEDICAL AND OTHER INSURANCE BENEFITS.

Subject to the Superintendent's contribution towards health care coverage via payroll deduction in accordance with P.L. 2011, ch. 78, the Board shall provide the Superintendent with family medical insurance benefits through Amerihealth, prescription drug coverage through Amerihealth/Express Scripts and dental insurance benefits through Delta Dental at the coverage currently provided all District employees. The Board shall provide the Superintendent with full-family coverage for all such medical/health benefits. The Superintendent may waive such medical/health benefits if provided through a spouse/partner. In the event the Superintendent waives coverage, he shall be entitled to receive payment in the amount of four thousand dollars

(\$4,000.00) or 25% of the premiums saved, whichever is less. The reimbursement may be pro-rated for partial periods of the school year.

To the extent the Board does not provide group disability insurance to the staff of the District, the Board shall reimburse the Superintendent, annually in an amount up to two thousand dollars (\$2,000.00) for his payment of premiums towards a disability insurance policy. The Superintendent shall supply proof of payment of the premiums prior to receiving reimbursement.

Pursuant to P.L. 2011, ch. 78, the Board shall provide the Superintendent with a Section 125 cafeteria plan.

7. REIMBURSEMENT FOR TRAVEL AND RELATED EXPENSES.

The Board shall reimburse the Superintendent for all reasonable job-related and travel-related business expenses, including business-related cell phone charges. All reimbursement for travel, lodging, meals, and related expenses shall be in accordance with *N.J.S.A. 18A:11-12*, OMB Circular, and Board policy. The Superintendent shall supply the Board and its business office with documentation supporting claimed expenses.

8. PROFESSIONAL LIABILITY.

The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and/or employee of the Board, provided the incident, which is the subject of any such demand, claim, suit, action or legal proceeding, arose while the Superintendent was acting within the scope of his employment. If, in the good faith opinion of the Superintendent, a conflict exists in regard to the defense of any claim, demand or action brought against him and the position of the Board in relation thereto, the Superintendent may engage his own legal counsel, in which even the Board shall indemnify the

Superintendent for the costs of his legal defense. The Board further agrees to cover the Superintendent under any and all of the Board's liability insurance policies, including employment practices liability coverage, in the minimum amount of one million dollars (\$1,000,000.00).

9. BOARD GOALS AND OBJECTIVES.

If the parties have not already done so, then within ninety (90) days of the execution of this contract, and by September 30th of each succeeding year of this contract, the parties shall meet to establish the Board's goals and objectives for the new school year. Said goals and objectives shall be reduced to writing and be among the criteria by which the Superintendent is evaluated, as hereinafter provided.

10. EVALUATION.

The Board shall evaluate the performance of the Superintendent at least once a year on or before June 30th. Each evaluation shall be in writing, shall include areas of commendation and recommendation, and shall provide direction as to any aspects of performance in need of improvement. Before final adoption of the evaluation by the Board, the Board shall provide the Superintendent a copy, and the Superintendent and the Board shall meet to discuss the findings. Each evaluation shall be based upon the goals and objectives of the Board, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent, and such other criteria as the State Board of Education shall by regulation prescribe.

The evaluation shall include areas of strengths and weaknesses and 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. His response shall become a permanent attachment to the evaluation in question and placed in the Superintendent's personnel file. To the extent the parties have not already done so, they shall meet within sixty (60) days of the execution of this contract to mutually agree upon the evaluation format. Thereafter, on or before April 15 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.

11. TERMINATION OF EMPLOYMENT CONTRACT; NOTICE OF NONRENEWAL.

This Employment Contract may be terminated:

- A. by mutual agreement of the parties;
- B. by unilateral termination by the Superintendent, upon giving ninety (90) days' written notice to the Board; and
- C. in accordance with *N.J.S.A. 18A:17-20.2*.

The Board shall notify the Superintendent in writing on or before Friday, January 28, 2028, whether he shall be reappointed. Any action to non-renew the Superintendent's employment shall be by an affirmative vote of majority of the full membership of the Board. In the event the Board fails to notify the Superintendent on or before said date and the parties have not entered into another employment agreement, the Superintendent shall be deemed reappointed for another contracted term of five (5) years. In accordance with *N.J.S.A. 18A:17-20.4*, in the event the

Superintendent's contract is non-renewed, he retains all tenure and seniority rights accrued in all of his prior position(s) in the District.

12. COMPLETE AGREEMENT.

This Employment Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

13. 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, then, unless otherwise prohibited by law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of this Employment Contract.

14. SAVINGS CLAUSE.

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

15. MISCELLANEOUS.

The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act, codified at *N.J.S.A. 47A:101, et seq.*, the Right to Know Law codified at *N.J.S.A. 47:1A-1, et seq.*, Executive Order No. 11 (November 15, 1974), Executive Order No. 21 (July 8, 2002), Executive Order No. 26 (August 13, 2002), and case law interpreting them.

All information related to the Superintendent's performance, evaluation or any discipline which the public is not otherwise entitled to access under law is deemed confidential and shall not be

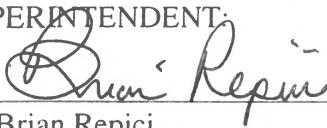
released to the public absent a written release by the Superintendent, or by a lawful order of a court of competent jurisdiction, or pursuant to a rule of a court of competent jurisdiction.

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

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

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

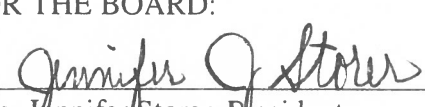
SUPERINTENDENT:



Dr. Brian Repici

9/22/22
Date

FOR THE BOARD:

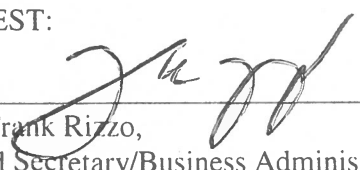


Mrs. Jennifer Storer, President

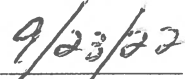
9/22/22
Date

Black Horse Pike Regional Board of Education

ATTEST:



Mr. Frank Rizzo,
Board Secretary/Business Administrator



Date