

**SUPERINTENDENT EMPLOYMENT CONTRACT**

**WITH**

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

This Employment Contract is made and entered into this \_\_\_\_\_ day of June, 2013, 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 Charles B. Sampson (the “Superintendent”).

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

**WHEREAS**, the Board and Mr. 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 Mr. 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, 2013 and expiring at midnight on June 30, 2018.

**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 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.

**4. Compensation**

During the term of this Employment Contract, including any extensions thereof, the Superintendent shall not be dismissed or reduced in compensation except as provided by statute. Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract, but it shall not be deemed that the Board and the Superintendent have entered into a new Employment Contract.

A. The parties agree that during the term of this Employment Contract the Superintendent's base annual salary shall be one hundred and ninety thousand dollars (\$190,000.00), which has been approved by the Commissioner of Education pursuant to N.J.A.C. 6A:23A-3.1. The Superintendent shall receive his salary in accordance with the schedule of salary payments in effect for other certified employees.

B. The Board recognizes that the Superintendent has been selected, and is anticipated to continue throughout the term of this Employment Contract, to serve as an Executive Officer of the Garden State Coalition of Schools, which is an outside organization whose mission is to promote and advocate at the State level educational practices, reasonable state regulations and state laws that further high quality education for all public school children. The Board further recognizes that although the Superintendent's service as an Executive Officer of the Garden State Coalition of Schools is outside the scope of his duties and responsibilities as Superintendent -- as set forth in this Employment Contract and in the Board's applicable job description -- the Superintendent's service as an Executive Officer will provide a real and substantial benefit to the staff and students of the Freehold Regional High School District.

Specifically, by virtue of his service in that office, the Superintendent will have the unique ability to advocate, discuss and bring to the attention of key policy makers and stakeholders at the State level certain programmatic, finance and academic issues that could directly impact and enhance the educational program provided to District students. Accordingly, the parties agree that the Superintendent shall receive an annual stipend during the term of this Employment Contract for his work and service as an Executive Officer of the Garden State Coalition of Schools as follows: for the 2013-2014 school year, the Superintendent shall receive a stipend of two thousand dollars (\$2,000); for the 2014-2015 school year, the Superintendent shall receive a stipend of four thousand dollars (\$4,000); for the 2015-2016 school year, the Superintendent shall receive a stipend of five thousand two hundred dollars (\$5,200); for the 2016-2017 school year, the Superintendent shall receive a stipend of five thousand two hundred dollars (\$5,200); and for the 2017-2018 school year, the Superintendent shall receive a stipend of five thousand two hundred dollars (\$5,200).

C. With the sole exception of any outstanding payments for the satisfaction of any qualitative and quantitative merit goals that the Executive County Superintendent previously approved and the Board previously adopted for the Superintendent for the 2012-2013 school year, the parties agree that the Superintendent shall not be eligible for any additional compensation for a merit bonus during the term of this contract.

D. The parties also agree that in the event that the New Jersey Department of Education's Accountability Regulations are materially revised, repealed and/or expire, the parties agree to reopen the compensation provisions of this Employment Contract and discuss the possibility of revising the base salary and stipend language consistent with then-current laws and

regulations. Such discussions shall be conducted in good faith by both parties, but shall not be a guarantee of increased compensation.

**5. Other Benefits**

A. Leaves

1. Work Year and Vacation

The work year shall be from July 1<sup>st</sup> through June 30<sup>th</sup>, 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 Human Resources 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 (20) unused vacation days overall. If at any time the Superintendent shall have accumulated twenty (20) unused vacation days prior to the commencement of a new contract year, then the Board shall pay the Superintendent for those unused days at his then prevailing per diem rate, the same being 1/260 of his annual 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 1<sup>st</sup> 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.

A special sick leave day pool consisting of ninety (90) days was created at the commencement of the employment of the Superintendent which may be used during the term of this Agreement in the event of serious illness or injury of the Superintendent. Said pool shall be utilized only after all annual sick leave and accumulated sick leave have been exhausted, and upon the certification of the school physician and approval of the Board. This pool of leave days shall not be cumulative and there shall be no monetary payment for any unused days remaining in the pool. This special sick leave day pool shall be reduced annually by the number of accrued sick days accumulated by the Superintendent until he has accumulated ninety (90) sick days, at which time said pool shall be eliminated in its entirety.

4. Personal Leave

Effective July 1<sup>st</sup> 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 be responsible for making any and all contributions toward the cost of health care benefits coverage pursuant to P.L. 2011, C.78. In doing so, the Superintendent shall contribute an amount toward payment of premiums.

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 schools' 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 four hundred dollars (\$400) 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 on 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 1<sup>st</sup> (but not later than May 31<sup>st</sup>), 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 1<sup>st</sup> 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.

#### **7. Physical Examination**

If requested by the Board, the Superintendent shall undergo a physical examination prior to commencement of the term. The physician shall submit a written report to the Board on the fitness of the Superintendent to assume and perform the duties of the position of Superintendent of Schools for the Freehold Regional High School District. The Superintendent's employment with the District is contingent upon the physician providing the Board with written assurances that the Superintendent is fit to perform the duties of Superintendent of Schools. All medical

reports submitted to the Board shall be considered confidential information and shall be treated accordingly.

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

This Contract may be terminated under the following conditions:

A. Non-renewal by notification in accordance with the provisions of N.J.S.A. 18A:17-20.1, as such statute may change from time to time. It shall be the responsibility of the Superintendent to notify the Board in writing, no later than April 15, 2017 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, the Board shall compensate the Superintendent for all salary and fringe benefits until the expiration date is reached, minus compensation from any and all other employment. It is understood that the Superintendent must make a good faith effort to find employment elsewhere as soon as possible and prior to the expiration date of this Employment Contract. The salary received by the Superintendent in such employment shall be deducted from the payments made to the Superintendent by the Board. Insurance benefits will be adjusted to reflect coverage, if any, in the new position.

**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 (20) vacation days. 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 rates applicable.

C. Sick Days

Upon the Superintendent's separation from employment with the Board for purposes of retirement, 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 1/260 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 \_\_\_\_\_, 2013 and has been made a part of the minutes of that meeting.

**THIS SPACE HAS BEEN LEFT BLANK INTENTIONALLY**

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: \_\_\_\_\_  
HAROLD MOSES  
President

\_\_\_\_\_  
CHARLES B. SAMPSON  
Superintendent

WITNESSED BY:

WITNESSED BY:

\_\_\_\_\_  
SEAN BOYCE  
Assistant Superintendent for Business/  
Board Secretary

\_\_\_\_\_

Approved:

By: \_\_\_\_\_  
JOSEPH F. PASSIMENT, JR.  
Acting Executive County Superintendent  
For Monmouth County