

EMPLOYMENT AGREEMENT

This AGREEMENT is made this 28th day of June, 2017, by and between the BOARD OF EDUCATION OF THE BOROUGH OF FAIR HAVEN, Monmouth County, State of New Jersey (hereinafter, "Board") and SEAN McNEIL (hereinafter, "Superintendent"). The Board and Superintendent shall collectively be referred to as the Parties.

WHEREAS, the Board desires to employ the Superintendent as the Chief School Administrator for the Fair Haven School District; and

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

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

WHEREAS, the Superintendent is the holder of an appropriate certificate as prescribed by the State Board of Education and as required by N.J.S.A. 18A:17-17.

NOW, THEREFORE, in consideration of the following mutual promises and obligations, the parties agree as follows:

1. The Board hereby agrees to employ Sean McNeil as Superintendent of Schools for the period of July 1, 2017 through June 30, 2022. The Parties acknowledge that this Contract must be approved by the Monmouth County Executive County Superintendent in accordance with applicable law and regulation.

2. The Parties acknowledge that the Superintendent currently possesses the appropriate New Jersey administrative certification and school administrator endorsement. If, at any time during the term of this Contract, the Superintendent's certification(s) is revoked, this Contract shall be null and void as of the date of the revocation.

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

A. To perform faithfully the duties of Superintendent of Schools for the Board and to serve as the chief school administrator in accordance with the laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board in the future. The specific job description, applicable to the position of Superintendent of Schools, is incorporated by reference into this Contract.

B. To devote the Superintendent's full time, skills, labor, and attention to this employment during the term of this Contract. However, he may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities, and speaking engagements provided that same are of a short-term duration as described herein based on his discretion and with prior notice to the Board President. Should the Superintendent choose to engage in such outside activities on weekends, on his vacation time, or at other times when he is not required to be present in the district, he shall retain any honoraria paid. The Superintendent shall notify the Board President in the event he is going to be away from the district on district business for two (2) or more days in any week. Any time away from the district that is not for district business must be arranged in accordance with provisions in this Contract governing time off. The Board recognizes that the demands of the 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. To assume the responsibilities for the selection, renewal, 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 selection, renewal, placement, removal, transfer, and dismissal of personnel, both instructional and non-instructional, shall occur only upon the recommendation of the Superintendent. The Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with N.J.S.A. 18A:27-4.1.

D. To non-renew personal pursuant to N.J.S.A. 18A:27-4.1, and to provide a written statement of reasons for non-renewal upon proper request to the employee.

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

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

G. To have a seat on the Board and have the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Superintendent shall attend all regular and special meetings of the Board (except where a Rice Notice has been served upon the Superintendent notifying him that his employment will be discussed in closed session, and the Superintendent had not requested that the meeting be conducted in public, or where the Superintendent has a conflict of interest), and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the school district.

H. To suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well-being of the school district.

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

J. The Board requires that the Superintendent shall furnish proof that he is in good health and is physically able to perform the duties as described herein and as contained in Exhibit A. The Board hereby acknowledges that it has received a timely correspondence from the Superintendent's health care provider that the Superintendent has had a full physical examination this year and is fit to assume the duties and functions of Superintendent. A copy of the letter shall be kept in the Superintendent's file.

4. SALARY AND BENEFITS

A. Any adjustment in salary made during the life of this Contract shall be in the form of an amendment and shall become part of this Contract, but it shall not be deemed that the Board and the Superintendent have entered into a new employment contract. Any amendments are subject to the public notice and public hearing requirements and shall first receive approval by the Executive County Superintendent in accordance with N.J.A.C. 6A:23a-3.1(c).

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

2017-18 School Year	\$145,000.00
2018-19 School Year	\$155,000.00
2019-20 School Year	\$165,000.00
2020-21 School Year	\$169,689.00
2021-22 School Year	\$173,082.78

2. Merit Increases. During the 2017-18 School year, in addition to his annual salary, the Superintendent shall receive a non-pensionable merit bonus of 14.99% of his annual salary. The merit bonus will be based upon his achievement of quantitative merit criteria and qualitative merit criteria to be established by mutual agreement of the Board. Such criteria shall be determined by September 1 of the 2017-2018 school year. The Board and Superintendent shall select three (3) quantitative merit criteria, valued at 3.33% each, and two (2) qualitative merit criteria, valued at 2.5% each. The Executive County Superintendent shall approve or disapprove the selection of quantitative merit and/or qualitative merit criteria and the date that forms the basis of measuring achievement of quantitative merit and/or qualitative merit criteria.

During the 2018-19 School year, in addition to his annual salary, the Superintendent shall be eligible to receive a non-pensionable merit bonus of up to 14.99% of his annual salary. The merit bonus will be based upon his achievement of quantitative merit criteria and/or qualitative merit criteria to be established by mutual agreement of the Board. Such criteria shall be determined by June 1 of the preceding school year. The Board and Superintendent shall select up to three (3) quantitative merit criteria, valued at up to 3.33% each, and/or up to two (2) qualitative merit criteria, valued at up to 2.5% each. The Executive County Superintendent shall approve or disapprove the selection of quantitative merit and/or qualitative merit criteria

and the date that forms the basis of measuring achievement of quantitative merit and/or qualitative merit criteria.

During the 2019-20 School year, in addition to his annual salary, the Superintendent shall be eligible to receive a non-pensionable merit bonus of up to 10.0% of his annual salary. The merit bonus will be based upon his achievement of quantitative merit criteria and/or qualitative merit criteria to be established by mutual agreement of the Board. Such criteria shall be determined by June 1 of the preceding school year. The Board and Superintendent shall select up to three (3) quantitative merit criteria, valued at up to 3.33% each, and/or up to two (2) qualitative merit criteria, valued at up to 2.5% each. The Executive County Superintendent shall approve or disapprove the selection of quantitative merit and/or qualitative merit criteria and the date that forms the basis of measuring achievement of quantitative merit and/or qualitative merit criteria.

During the 2020-21 School year, in addition to his annual salary, the Board shall have the discretion to provide the Superintendent with a non-pensionable merit bonus of up to 14.99% of his annual salary. If the Board determines that the Superintendent is eligible to receive a merit bonus, the merit bonus will be based upon his achievement of quantitative merit criteria and/or qualitative merit criteria to be established by mutual agreement of the Board. Should the Board and Superintendent not agree on such criteria, the Superintendent shall not receive a merit bonus for the 2020-21 school year. If applicable, such criteria shall be determined by June 1 of the preceding school year. The Board and Superintendent may select up to three (3) quantitative merit criteria, valued at up to 3.33% each, and/or up to two (2) qualitative merit criteria, valued at up to 2.5% each. The Executive County Superintendent shall approve or disapprove the selection of quantitative merit and/or qualitative merit criteria and the date that forms the basis of measuring achievement of quantitative merit and/or qualitative merit criteria.

During the 2021-22 School year, in addition to his annual salary, the Board shall have the discretion to provide the Superintendent with a non-pensionable merit bonus of up to 14.99% of his annual salary. If the Board determines that the Superintendent is eligible to receive a merit bonus, the merit bonus will be based upon his achievement of quantitative merit criteria and/or qualitative merit criteria to be established by mutual agreement of the Board. Should the Board and Superintendent not agree on such criteria, the Superintendent shall not receive a merit bonus for the 2021-22 school year. If applicable, such

criteria shall be determined by June 1 of the preceding school year. The Board and Superintendent may select up to three (3) quantitative merit criteria, valued at up to 3.33% each, and/or up to two (2) qualitative merit criteria, valued at up to 2.5% each. The Executive County Superintendent shall approve or disapprove the selection of quantitative merit and/or qualitative merit criteria and the date that forms the basis of measuring achievement of quantitative merit and/or qualitative merit criteria.

Based upon the criteria noted above for each of the school years, if applicable, the Board shall submit merit goals for approval by the Executive County Superintendent that comply with N.J.A.C. 6A:23A-3.1(e)(1), (11), and (12). The Board shall submit a resolution to the Executive County Superintendent certifying that the quantitative merit and/or qualitative merit criterion have been satisfied and shall await a confirmation of the satisfaction of that criterion from the Executive County Superintendent prior to payment of the merit bonus. The Board shall not arbitrarily withhold the merit bonus. The Board shall remit payment to the Superintendent within thirty (30) days of receipt of the Executive County Superintendent approval. The Board's obligation to make said merit bonus payment shall extend beyond the conclusion of the last year of this Contract.

B. Sick Leave. The Superintendent shall receive twelve (12) sick days annually. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. Upon retirement and notice to the Board, the Board will pay the Superintendent for all unused accumulated sick days, at the rate of 1/260 of the annual salary. Payment for accumulated sick leave shall be in accordance with N.J.S.A. 18A:30-3.5 and N.J.A.C. 6A:23A-3.1(e)(7). Such payment shall not exceed \$15,000.00.

C. Vacation Leave:

1. The Superintendent shall be granted fifteen (15) vacation days annually, calculated and prorated on an annualized basis, all of which shall be immediately available to the Superintendent on July 1st of each year of the Contract. The Board, through its Business Office, shall be responsible for maintaining written documentation of the Superintendent's earned, used and accrued vacation days.

2. The Superintendent shall generally take his vacation time during periods when school is not in session, and only after giving the Board President reasonable notice. During periods when school is in session, the Superintendent may take

vacation days as single days, half days, or in the event of an emergency, upon receiving the permission of the Board President. If the Superintendent wishes to take more than two (2) consecutive vacation days during periods when school is in session, he shall request permission from the Board President.

3. The Board encourages the Superintendent to take his full vacation allotment each year; however, if business demands prohibit the Superintendent from using all of his allotted vacation days in a given year, he may carry over up to ten (10) unused vacation days to be used during the next school year in accordance with law. Any vacation days carried over from the previous school year that are not used shall be forfeited.

4. Upon the Superintendent's separation from employment with the District, the Board will pay all unused vacation days (to a maximum of fifteen (15) unused vacation days) earned by the Superintendent during the year of such separation. Vacation days shall be prorated on the basis of 1.25 days accrued per month to a maximum of fifteen (15) vacation days. Payment shall be calculated at the Superintendent's daily rate of pay, based upon a 260-day work year, following his last day of employment. Payment by the Board to the Superintendent for his unused vacation days (to a maximum of fifteen (15) unused vacation days) shall be made within thirty (30) days of his last day of employment. At the Board's discretion, however, should termination or non-renewal occur, the Board reserves the right to require the Superintendent to use his full vacation entitlement.

D. Holidays. The Superintendent shall be provided with paid holidays based upon the school calendar. In addition to all school holidays, the Superintendent shall also be entitled to time off with pay for the District's December Recess Period, February Winter Break, and Spring Break, as established by the District's calendar, and as approved by the Board. The Superintendent shall not be required to use vacation days during the December Recess Period, February Winter Break, and Spring Break.

E. Personal Days. The Superintendent shall be entitled to five (5) personal days per year to attend to personal business during the school day. Personal days may be taken during the school year with the prior permission of the Board President. As much advance notice as possible of the request to take personal time will be given. Personal days are non-cumulative and non-reimbursable.

F. Professional Memberships. The Board shall pay one hundred percent (100%) of the Monmouth County Round Table, The New Jersey Association for School Administrators, The American Association for School Administrators, the Association for Supervision and Curriculum Development, the International Society for Technology in Education, and, upon the prior approval of the Board, other professional/civic groups and organizations at the option of the Superintendent, which the Superintendent deems necessary to maintain and/or improve his professional skills.

G. Professional Growth of the 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 ways:

1. The operations, programs and other activities conducted or sponsored by local, state, and national school administrator and/or school board associations, including but not limited to, conferences, conventions, and workshops;
2. Seminars and courses offered by public or private educational institutions;
3. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the Board;
4. Visits to other institutions; and
5. Other activities promoting the professional growth of the Superintendent.

Expenses for meals, lodging, registration, and transportation for state conventions of recognized educational associations, workshops, seminars, and institutes to enhance the Superintendent's knowledge and expertise in the field of education and administration shall be paid for/reimbursed by the Board in accordance with law, and up to a maximum amount of Three Thousand Five Hundred Dollars (\$3,500.00) annually. Such payments or reimbursements, shall be made in accordance with OMB travel circular provisions, the general requirements of N.J.S.A. 18A:11-12, Board policy, and upon prior approval of the Board. The Superintendent shall follow Board policy

and applicable law in supplying the necessary documentation for reimbursement.

H. Expenses. The Board shall reimburse the Superintendent for expenses incurred for travel and sustenance in the performance of the Superintendent's duties under this Contract of Employment in accordance with law. All reimbursements shall be in accordance with Board Policy, upon prior approval of the Board, pursuant to N.J.S.A. 18A:11-12 and the regulations promulgated thereunder, and the OMB circular. Mileage reimbursement shall be paid from mileage vouchers according to the "New Jersey Office of Management and Budget" rates per mile.

I. The Board shall provide the Superintendent with health, dental, vision and prescription benefits as are provided to all employees of the District. The Superintendent shall contribute to the cost of benefits in the amount required by P.L. 2011, c. 78 (Tier IV).

J. During the term of this Employment Contract, the Superintendent shall be permitted to enter into a Non-Resident Student Attendance Contract with the Board to provide for the Superintendent's children to attend school in the Fair Haven School District. In that case, the terms of such attendance shall be governed by the terms of the Non-Resident Student Attendance Contract between the Board and the Superintendent, which shall provide that the Superintendent's children shall be permitted to attend school in the Fair Haven School District; that the Superintendent shall not be responsible for paying any regular education tuition fees for regular educational services; that any additional costs above and beyond such regular education tuition fees, including but not limited to any and all costs associated with (a) Child Study Team or Section 504 evaluation, classification, programming, accommodations, modifications, and related services, (b) any extraordinary services above and beyond those calculated in the regular tuition fees, and/or (c) instruction by a special education teacher, shall be paid by the Superintendent; that the Superintendent shall be responsible for providing transportation to and from the District for his children; and that if an out-of-district placement is necessary, the Superintendent shall be responsible for paying for any and all charges associated with the out-of-district placement.

5. EVALUATION

A. The Board shall evaluate the performance of the Superintendent at least once per year in accordance with statutes, regulations, and Board Policy relating to Superintendent evaluations. Each annual evaluation shall be in writing and shall represent a majority of the Board. A copy of the evaluation shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The Board may meet in closed session to discuss the evaluation and the Superintendent's performance where a Rice Notice has been served upon the Superintendent, giving notice that the Superintendent's employment will be discussed in closed session, and the Superintendent has not requested that the meeting be conducted in public. The evaluations shall be based upon the criteria adopted by the Board, the goals and objectives of the district, which shall include encouragement of student achievement, the responsibilities of the 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.

B. 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; this response shall become a permanent attachment to the Superintendent's personnel file upon the Superintendent's request. On or before June 1st of each year of this 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. The Superintendent shall be entitled to copies of any back-up materials utilized in the process.

C. Within ninety (90) days of the execution of this Contract, the parties shall meet to establish the district's goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated, as hereinafter provided. On, or prior to, June 1st of each succeeding school year, the parties will meet to establish the district's goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described.

6. TERMINATION OF EMPLOYMENT CONTRACT

A. The Board may terminate this Contract with cause for the following reasons:

1. inefficiency;
2. incapacity;
3. conduct unbecoming a superintendent;
4. revocation of certificate; or
5. other just cause;

and then only in the manner prescribed by Title 18A.

B. This Contract shall terminate, the Superintendent's employment will cease, and no salary shall thereafter be paid, based upon the Superintendent's certificate being revoked, or the Superintendent's conviction of any crime or offense which would subject him to forfeiture under N.J.S.A. 2C:51-2. The Board reserves the right to suspend him pending resolution of the criminal charges. Such suspension shall be with pay prior to the indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment.

C. Resignation. The Superintendent agrees that he shall not terminate this Contract except upon giving at least ninety (90) days written notice of his resignation. Such notice shall be in writing and filed with the Board Secretary. It shall be optional with the Board whether or not the Superintendent shall continue to perform his duties for the duration of his notice period. In the event the Board relieves the Superintendent of his duties during such notice period, the Board shall have the right to violate the salary or benefit provisions set forth in this Contract.

7. RENEWAL/NON-RENEWAL. This Employment Contract shall automatically renew for a term of five (5) academic years with the same terms and conditions, expiring June 30, 2027, unless any of the following occurs:

A. the Board by contract reappoints the Superintendent for a different term allowable by law;

B. in accordance with N.J.S.A. 18A:17-20.1, the Board notifies the Superintendent in writing, at least one hundred fifty (150) days before the expiration of this contract that he will not be reappointed at the end of the current term, in which case his/her employment shall cease upon the expiration of this Contract; or

C. in accordance with such laws and regulation that would require nullification of this Contract.

8. MISCELLANEOUS

A. All references to N.J.S.A. 18A contained herein shall also refer to any amendments to such Act or to any re-codification of such Act.

B. Any notice required by the Contract shall be effective if delivered personally to the Board Secretary or by registered or certified mail to the other party as follows:

1. For the Board to the Board Secretary at the Board Offices; and

2. For the Superintendent at his home address on file with the Human Resources Department or at such other address for which due notice has been given.

C. This Contract shall be binding upon the Parties hereto, their respective heirs, executors, administrators, successors, and assigns, except that this Contract shall not be assignable by the Superintendent.

D. If the Superintendent dies before his Employment Contract year is completed, payment for any unused vacation days due to the Superintendent shall be made to his estate in accordance with law.

E. In the event of any conflict between the terms, conditions, and provisions of this Contract and the provisions of the Board's Policies or any permissive federal or state law, the terms of this Contract shall take precedence over the contrary provisions of the Board's Policies or any such permissive law, unless otherwise prohibited by law.

F. If, during the term of this Contract, it is found that a specific clause is illegal under federal or state law, the remainder of the Contract not affected by such a ruling shall remain in full force.

G. This Contract embodies the entire agreement between the Parties and cannot be varied except by written agreement of the Parties.

H. The parties agree that the Board shall not hold any discussion regarding the Superintendent's employment, unless the Superintendent is given written notice of at least forty-eight (48) hours in advance, 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 his employment, in public session, unless the Superintendent requests such discussions be held in public session, pursuant to the Open Public Meetings Act.

I. The Board shall indemnify the Superintendent in accordance with N.J.S.A. 18A:16-6 and 18A:16-6.1.

9. Modification. The terms and conditions of this Employment Contract shall not be modified except by the written consent of both Parties hereto and after review and approval by the Executive County Superintendent. Any amendments to this Employment Contract shall not create a new Employment Contract term but shall only constitute an amendment to the existing Employment Contract.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement this 28th day of June, 2017.

FOR THE BOARD OF EDUCATION



Bruce W. Padula, President

6/28/17
Date



SEAN McNEIL

6/28/17
Date

ATTEST:



Valery Petrone,
Board Secretary

6/28/17
Date