

**2009-2010  
EMPLOYMENT CONTRACT**

**ASSISTANT SUPERINTENDENT OF SCHOOLS  
FOR CURRICULUM AND INSTRUCTION  
MIDDLETOWN TOWNSHIP BOARD OF EDUCATION**

*THIS AGREEMENT* is entered on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between:

**THE BOARD OF EDUCATION OF THE TOWNSHIP OF MIDDLETOWN, MONMOUTH COUNTY**, a body corporate and politic with a principal place of business located at 59 Tindall Road in the Township of Middletown, County of Monmouth and State of New Jersey (hereinafter “the Board”);

*and*

**JAMES STEFANKIEWICZ**, an individual (hereinafter “the Employee.”)

*THIS AGREEMENT* replaces and supersedes any and all prior terms and conditions of employment, Employment Agreements, and implied and express contracts between these parties. The parties intend and understand that signature of this Agreement constitutes agreement to each and every one of the terms set forth herein;

*WHEREAS*, the Board wishes to offer employment to the Employee, and the Employee wishes to accept employment by the Board as set forth herein;

*NOW, THEREFORE*, in consideration of the following mutual promises and obligations, the parties to this Contract agree and are agreed as follows:

1. **Qualification for Position.** As a condition of appointment and as a condition of continued employment under the terms of this Contract, employee represents that he has a current and valid Certificate with proper endorsement for the position. Specifically, pursuant to N.J.A.C. 6A:9-12.3(c), 12.4 and 12.6, this Assistant Superintendent of Schools position requires an Administrative Certificate with the Supervisor Endorsement or School Administrator Endorsement. In the event that the employee ceases to hold such professional qualifications, this Contract shall be rendered null and void as of the date of the loss or revocation of said qualifications.
2. **Work Year and Work Hours.** Employee shall work a twelve-month work year in accordance with calendar adopted by Board of Education. Employee shall not have assigned work hours, nor shall employee be entitled to overtime payments. As a professional, administrative employee, employee is expected to expend such time as is necessary to achieve the duties of the position as set forth in the Job Description.
3. **Sick Leave.**
  - a) Employee shall be entitled to twelve (12) sick days annually, the unused portion of which shall accumulate.
  - b) Payment for Unused Sick Days shall only be available upon retirement, not available upon non-retirement resignation;
  - c) Payment shall only be available with fifteen (15) years service to Middletown Board of Education;

- d) Eighty dollars (\$80.00) per day, to a maximum payment of ten thousand dollars (\$10,000).
4. **Personal Days.** Employee shall be entitled to three (3) personal days annually, the unused portion of which shall accumulate as sick days.
  5. **Vacation.**
    - a) Twenty (20) vacation days annually, pro-rated for 2009-2010, which days shall accrue at 1.67 days per month commencing with the first full month of employment.
    - b) Employee is required to submit Request to Be Absent forms to the Superintendent of Schools prior to any use of vacation time. The approval of the Superintendent of Schools shall not be unreasonably withheld;
    - c) Unused vacation time may be carried over for a maximum of one (1) year with the permission of the Superintendent if the Employee is not able to use them;
    - d) Pursuant to N.J.S.A. 18A:30-9, payment for vacation time shall only take place upon separation from employment. Such payment is limited to the amount of vacation time that employee has accrued and unused in this District for the current school year, together with any unused vacation time allowed to carry from the previous school year in this District (if any). Payment shall be based upon the employee's per diem salary (annual salary divided by 260). In no event shall payment for vacation time upon separation exceed fifteen thousand dollars (\$15,000.00).
  6. **Death in Family.** Five (5) days (parent, sister, brother, spouse, child, stepchild, grandchild, son-in-law, daughter-in-law, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, and any other member of the immediate household). Such leave shall be continuous and shall commence one (1) day after the date of death.
  7. **Compensation.** For the 2009-2010 school year, employee's salary shall be one hundred fifty-five thousand dollars (\$155,000.00), pro-rated.
  8. **Degree Stipend.** If the Employee obtains a Doctoral degree in a related field, he shall be entitled to an annual stipend of \$6,570 (pro-rated). Related fields and adequacy of degrees for purposes of this stipend shall be determined in the discretion of the Superintendent. Any degree must be from an accredited institution of higher learning. No coursework reimbursement shall be awarded.
  9. **Insurance.**
    - a) **Medical.** Employee and any dependents shall be provided Horizon Blue Cross / Blue Shield of New Jersey hospital, medical-surgical and major medical benefits. Employee may alternatively select Horizon PPO, Horizon POS, Alt-POS or Healthnet HMO coverage.
    - b) **Dental.** Employee and any dependents shall be provided Delta Dental benefits. The aggregate benefit maximum for dental coverage paid by the Board shall be \$1,000 for 2009-2010.
    - c) **Prescription.** Employee and dependents shall be provided individual/family prescription coverage, with co-pays of \$6 for proprietary drugs and \$0 for generic and mail-order drugs.
    - d) **Employee Contribution.** Employee will contribute to the Board's cost of Health Benefits in the annual amount of \$600.00 if employee elects employee-only coverage, or in the amount of \$1,200.00 if the employee elects dependent coverage.

- e) **Opt-Out.** Employee may waive, at his option, all health benefits, or to reduce the level of coverage (e.g. from family to employee-only). If employee chooses to waive coverage, he shall be entitled to the following payments:

<u>Traditional</u>		<u>PPO</u>	
Single	\$2,475.	Single	\$2,431.
H/W	\$5,280.	H/W	\$5,181.
Family	\$6,622.	Family	\$6,479.
P/C	\$4,543.	P/C	\$4,455.
 <u>POS</u>		 <u>Healthnet HMO</u>	
Single	\$2,299.	Single	\$2,233.
H/W	\$4,917.	H/W	\$4,378.
Family	\$6,127.	Family	\$5,720.
P/C	\$4,224.	P/C	\$3,817.

- 10. **Cell Phone.** Employee shall be provided with a cell phone, with e-mail capabilities, at Board expense. As a condition of receipt of said cell phone, employee is expected to be reachable as necessary and appropriate by the Superintendent and Board President for the thorough and efficient operation of the School District.
- 11. **Mileage Reimbursement.** Mileage necessitated as part of the employee’s job duties shall be reimbursed at the rate of thirty-one cents (31¢) per mile, or such other rate as may be established during the term of this Contract by the controlling OMB circulars, subject to documentation.
- 12. **Travel and Expenses.** Employee shall be entitled to reimbursement for travel and expenses only upon application and to the degree allowed by Board Policy, N.J.S.A. 18A:11-12, and N.J.A.C. 6A:23A-7.
- 13. **Entire Agreement.** The parties acknowledge that the foregoing constitutes their entire agreement regarding the terms and conditions of employment. No terms are implied or imposed excepts as set forth herein.

*In Witness Whereof*, the parties to this agreement set their signatures on the date first written above.

**MIDDLETOWN TOWNSHIP  
BOARD OF EDUCATION**

**JAMES STEFANKIEWICZ**

\_\_\_\_\_

\_\_\_\_\_

*Attest:*

*Attest:*

\_\_\_\_\_

\_\_\_\_\_