



## State of New Jersey

DEPARTMENT OF EDUCATION  
MONMOUTH COUNTY OFFICE

P.O. Box 1264

FREEHOLD, NEW JERSEY 07728-1264

PHONE: 732-431-7810

FAX: 732-776-7237

PHILIP D. MURPHY  
GOVERNOR

SHEILA Y. OLIVER  
LT. GOVERNOR

LAMONT O. REPOLLET, Ed.D.  
COMMISSIONER

DR. LESTER W. RICHENS  
INTERIM EXECUTIVE COUNTY SUPERINTENDENT  
PHYSICAL LOCATION:  
4000 KOZLOSKI ROAD  
FREEHOLD, NJ 07728

July 17, 2019

Mr. Daniel Castles  
School Business Administrator  
Keansburg Board of Education  
100 Palmer Place  
Keansburg, New Jersey 07734-2056

Dear Mr. Castles:

I have reviewed the employment contract for Mr. John Douglas Covert, as Superintendent of Schools, in accordance with N.J.S.A. 18A:7-8(j) and to determine compliance with the standards adopted by the Commissioner of Education at N.J.A.C. 6A:23A-3.1. Based upon my review, I have determined that those provisions of the contract subject to my review are in compliance with applicable laws and regulations. Therefore, I approve the contract for a period commencing on August 15, 2019 through June 30, 2023.

If there are any changes to the terms of this contract, you will need to submit it to Dr. Lester W. Richens Executive County Superintendent, for review and approval prior to the required public notice and hearing of such changes.

A handwritten signature in cursive script, appearing to read "Lester W. Richens".

Dr. Lester W. Richens,  
Interim Executive County Superintendent

LWR:og

# EMPLOYMENT AGREEMENT

IT IS on this \_\_\_\_\_ agreed between John Douglas Covert, **Superintendent of Schools** (hereinafter "Superintendent") and the **KEANSBURG BOARD OF EDUCATION** (hereinafter "the Board") that the following terms and conditions of employment will apply to the employment relationship existing between the Superintendent and the Board.

1. **Responsibilities:** The Superintendent will be employed as the chief executive and administrative officer of the Board 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 in a manner which, in his judgment, best serves the district pursuant to N.J.S.A. 18A:17-20, *et seq.* The selection, placement, transfer, renewal, and dismissal of personnel, both instructional and non-instructional, shall occur only upon the recommendation of the Superintendent's notification to the employee and Board, and in accordance with N.J.S.A. 18A:27-4.1.

The members of the Board, individually and collectively, will 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 contact the Board attorney for legal assistance as the need arises in carrying out his duties.

All duties assigned to the Superintendent by the Board should be appropriate to and consistent with the professional role and responsibility of the Superintendent, and shall be set by Board Policy No. 1220 and in the Superintendents Job Description, Policy 1230, which may be modified by mutual agreement from time to time, consistent with the intent set forth above. In event the duties of the Superintendent increase substantially during the term of this Employment Contract by, e.g. taking on the duties of another position, the Board may increase his compensation commensurate with the increased duties and responsibilities in accordance with N.J.A.C. 6A:23A-3.1(c)1.

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 committee with respect to any proposed action or policy. The parties agree that the Board shall not hold any discussions regarding the Superintendent's employment, unless the Superintendent

is given written notice 48 hours in advance, is given the opportunity to address the Board in closed session, 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 discussion be held in public session, pursuant to the Open Public Meetings Act.

2. **Term/Duration:** 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 a three (3) year ten (10) month term commencing on August 15, 2019 and expiring at midnight on June 30, 2023

3. **Compensation:** During the term of this contract of this employment contract, including any extension hereof, the Superintendent shall not be reduced in compensation and/or benefits as otherwise provided by law.

The parties agree that during the term of this Employment Contract the Superintendent's base annual salary shall be \$169,000 (prorated during the initial year). However, in the event that the "maximum salary amount" for superintendents contained in N.J.A.C. 6A:23A-1.2 is repealed during the life of this contract, the Superintendent shall be entitled to a 2% raise effective the next school year. The Superintendent shall receive his salary in accordance with the schedule of salary payments in effect for other certified employees.

For this compensation, the Superintendent is expected to work full time plus any additional hours as reasonably required by the Board or reasonably necessary to timely and expeditiously complete his work. It is agreed that the Superintendent is exempt from overtime requirements imposed by either Federal or State law as an executive employee. The Superintendent or his designee and at his discretion shall also attend without added compensation such Board and other meetings which may be required by the Board.

4. **High School Stipend:** The Superintendent shall also receive a high school stipend pursuant to N.J.A.C. 6A:23A-2.1 of \$5,000.

5. **Merit Bonus Objectives:** Upon approval of the following qualitative and quantitative merit criteria the Superintendent may be eligible to receive a merit bonus in addition to his

annual base salary. The merit bonus will be based upon a formal evaluation of his achievement of the following quantitative and qualitative merit criteria.

The Superintendent shall receive a merit bonus in the amount of 3.33% of his annual base salary for each quantitative merit criterion achieved up to the maximum of three (3). He shall also receive a merit bonus of 2.5% of his annual base salary for each qualitative merit criterion achieved up to a maximum of 2 (two).

The Board shall submit a resolution to the Executive County Superintendent certifying that the quantitative and/or qualitative merit criteria have been satisfied and shall await confirmation of the satisfaction of those criteria from the Executive County Superintendent prior to payment of the merit bonus.

6. **Expenses Incurred When Traveling on Board Business:** The Board recognizes that in the course of conducting school business certain expenses must be incurred by the Superintendent. It is the intent of the Board to reimburse the Superintendent for expenses incurred while traveling on or engaged in Board or District business, with business associates and/or Board members, in the performance of the Superintendent's assigned responsibilities, provided such is useful and necessary for the furtherance of the Board or District objectives, shall be reimbursed pursuant to N.J.S.A. 18A:11-12, N.J.A.C. 6A:23A-7 and applicable NJ OMB Circulars.

7. **Technology:** The District shall provide the Superintendent with a smartphone, i-Pad, printer, laptop, and other technology as needed or invented for conducting district business while at home. However, given the demands of the position, reasonable personal use shall be permitted. The Board shall be responsible for maintaining said technology. Said technology shall be returned to the Board upon termination of this contract or other separation from employment

8. **Goals and Objectives:** In fulfillment of N.J.S.A. 18A:17-20.3 and N.J.A.C. 6A:10-8.1, the Board and Superintendent shall meet yearly to establish goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and be among the criteria by which the Superintendent is evaluated pursuant to the above reference regulation. On or before July 1 of each succeeding school year, the Superintendent and the Board shall meet to establish Board goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described.

**9. Leaves of Absence:**

**A. Bereavement Leave**

(1) The Superintendent shall be allowed a maximum of five (5) school days in any year with full pay because of the death within the immediate family. These days shall not be deducted from the accumulated sick leave. Immediate family is defined to include: spouse/domestic partner, parents, sisters, brothers, sons, and daughters.

(2) In case of death of a relative of the second degree, absence of one full day shall be allowed with full pay. This day shall not be deducted from the accumulated sick leave. A relative to the second degree is defined to include: aunt, uncle, niece, nephew, cousin, and in-laws.

**B. Personal** – Personal business is defined as leave used for any other reason than recreation, rest, or recuperation. The Superintendent shall have available a total of four personal days per year. These days may be taken without reasons being given upon 72 hours notice to the Board President, except in cases of emergency, and are not to be taken immediately before or after a holiday, except in cases of emergency. Proof of emergency is to be furnished to the Board upon request.

**C. Emergency Leave** – In addition to personal leave, the Superintendent shall be eligible for one day of emergency leave per year. This is provided for matters of an emergency nature which arise without notice and which cannot be taken care of outside of work hours. The Superintendent may be required to describe with specificity the reasons for the emergency leave request, and to submit verification. Requests shall be subject to approval of the Board.

**D. Notification:** Should the superintendent be absent from the district for more than three days for reasons of illness, personal business or in service, the Superintendent shall contact the President of the Board or the Vice President to notify them of his absence.

**10. Sick Leave:** The Superintendent shall receive twelve (12) sick days per year. The unused portion of sick leave, at the end of the school year, shall be cumulative shall be in accordance with paragraph 10 below.

Upon the Superintendent's retirement from service with the district, the Board will pay all unused accumulated sick days at the per diem rate of the Superintendent's final annual salary up

to a maximum of \$15,000, in accordance with N.J.S.A. 18A:30-3.5 and N.J.A.C. 6A:23A-3.1(e)(7). Throughout the term of this employment agreement, the Superintendent's per diem rate shall be 1/260<sup>th</sup> of his then current annual salary

**11. Vacation:** The Superintendent shall be entitled to 28 vacation days during each contract year. Vacations shall not be cumulative and are subject to the prescriptions of N.J.S.A. 18A:30-9 and N.J.S.A. 18A:30-9.1

Unused vacation days shall be converted to a cash payment at the time of retirement or separation on the basis of the Superintendent's then current per-diem rate of pay. This benefit shall be payable to the Superintendent's estate should he die while still employed by the District. The maximum payable benefit under this clause is \$15,000.

**12. Holidays:** The Superintendent shall be entitled to all holidays granted the administrators during the school year, as per 12-month employee calendar:

Independence Day	Labor Day
Columbus Day	Veterans' Day
NJEA Convention (2)	Thanksgiving Day
Friday after Thanksgiving	Winter Vacation
New Year's Day	M.L. King's Birthday
Lincoln's Birthday	Washington's Birthday
Good Friday	Spring Break
Memorial Day	

**13. Medical Insurance:** The Superintendent shall be provided health insurance by the Board by such carriers with which the Board may from time to time contract. The Superintendent shall pay a portion of his health benefit premiums at the rates of 19% of the premium for Family coverage, 21% of the premium for husband/wife or parent/child coverage, and 24% of the premium for Single coverage. The Board shall provide, as part of the Superintendent's compensation, the following medical insurance:

Major Medical/Hospitalization. The Board shall provide, at a minimum deductible cost to the Superintendent, the medical insurance plans, with full family coverage, that are provided to other professional employees of the district.

The Superintendent may waive Major Medical/Hospitalization coverage. The Superintendent shall be paid \$5,000.00 or 25% of the premium cost for the waiving such coverage. The sum shall be paid by June 30th of each year.

Dental Care: The Board shall provide the Superintendent with a program of dental care which provides full family coverage.

Visual Care: The Board shall provide the Superintendent with a visual care program, which provides full family coverage.

**14. Liability Insurance:** The Board agrees to cover the Superintendent under the Board's liability insurance, including employment practice liability.

**15. Administrative Work Day:** As detailed in Section 3, Salary, the Superintendent shall devote all hours reasonably necessary to accomplish tasks assigned. It is recognized the Superintendent may need to work more hours to accomplish tasks assigned by law, policy, or Board directive. Conversely, it is recognized the Superintendent may exercise discretion over hours during which he accomplishes those tasks subject to Board directive to assure his availability.

**16. Professional Growth of Superintendent:** The Board agrees to pay the annual dues for Superintendent's membership in the following professional organizations, which he may join: AASA, NJASA, Monmouth County Administrative Association (Monmouth County Superintendents Round Table). Payment may be direct or by reimbursement but such payment will in no case be part of the Superintendent's base salary.

Mr. John Douglas Covert holds a School Administrator's Certificate, therefore, the Board is not responsible for his mentoring fees. The superintendent shall attend the "Novice Superintendent Academy" sponsored by the New Jersey Association of School Administrators at Board expense. The Board shall pay all fees and costs associated with attendance of the Academy. The board shall pay all costs and fees associated with any state mandated continuing education.

The Superintendent may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.

The Superintendent may attend one national and state convention of the AASA and the NJASA while he is a member. Attendance of same shall not exceed five days and three days respectively, and the reasonable expenses incurred for travel, food, and lodging, shall be paid by the Board upon submission of a voucher documenting said expenses. However, the total for expenses for

each convention given to the Superintendent shall be a maximum amount of \$2,500 and shall be approved by the Board prior to each. In the last year before retirement of the Superintendent, the Board shall not pay for attendance at state and national conventions. In addition, the Superintendent shall be permitted to attend the NJSBA convention annually.

**17. Tuition Reimbursement:** The Board will reimburse the Superintendent for the cost of tuition for one doctoral level course per year if the Superintendent already is at a Master's level. As a prerequisite for reimbursement, the Superintendent must apply for and receive approval of the Board of Education President in writing. The Board will pay up to the per credit cost of the doctoral courses at Rutgers University School of Education.

To receive payment, the Superintendent must submit a transcript showing he has successfully completed the course with a grade of "B" or better, and a receipt showing the actual cost. A passing grade is acceptable for a course that is only offered on a pass/fail basis, but if the course can be taken in with a range of letter grades, it must be taken that way. No more than one course may be taken in any given contract year. Courses must be taken at an accredited college or university.

- 18. Termination of Contract:** This employment contract may be terminated by:
- A. mutual agreement of parties
  - B. unilateral termination by Superintendent upon sixty (60) days written notice to the Board, or upon 6 months notice of intent to retire;
  - C. notification in writing by the Board to the Superintendent, at least one (1) year prior to the expiration of this Employment Contract, of the Board's intent not to renew this Employment Contract. The Board agrees that, in the event of a non-renewal, it shall not unilaterally relieve the Superintendent of his duties during the term of this Employment Contract.
  - D. Automatic termination under the following circumstances:
    - 1. Revocation or suspension of the Superintendent's certification;
    - 2. Forfeiture of employment pursuant to N.J.S.A. 2C:51-2; and/or
    - 3. Discovery of material fraudulently misrepresentation of employment history, educational or professional credentials, or criminal background, consistent with the tenure hearing laws, N.J.S.A. 18A:6-10 et seq.



19. **Saving Clause:** In the event any provision of this Agreement shall at any time be declared invalid by legislative act or any court competent jurisdiction, or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. Moreover, in the event that any provision herein is contradictory to or otherwise in conflict with any State laws and/or regulations, said laws and/or regulations shall control.

20. **Evaluation:** The Board shall evaluate the performance of the Superintendent at least once per year, on or before July 1, in accordance with N.J.A.C. 6A:10-8.1. The Superintendent's annual 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 Board action, a copy 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, the responsibilities of the Superintendent as set forth in the job description of same, and other such criteria as the State Board of Education shall prescribe by regulation. The Superintendent shall receive a copy of any backup forms utilized in the process.

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 request by the Superintendent.

21. **Release of Personnel Information:** The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act 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 other 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 lawful order of a court of competent jurisdiction.

22. **Personnel Records:** The Superintendent shall have the right, upon request, to review the contents of his personnel file and to receive copies at this expense of any documents contained therein. He shall be entitled to have a representative accompany him during such review. 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.

23. **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 federal, or state law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless prohibited by law.

24. **Pre-Existing tenure Rights:** Pursuant to N.J.S.A. 18A:17-20.4, the Superintendent retains all the tenure rights accrued in any position which he previously held in the District. The Superintendent shall also continue to accrue seniority in all positions in which he achieved tenure in the District. The Superintendent shall have the right to assert all tenure and seniority rights in the event that the Board does not renew the Superintendent for any reason.

25. **Indemnification:** The Board shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings of any kind brought against the Superintendent in his capacity as an agent and/or employee of the Board. 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 his, and the position of the Board in relation thereto, the Superintendent may engage his own legal counsel, in which event, the Board shall indemnify the Superintendent for the costs of his legal defense. The costs incurred in such a defense shall not exceed the hourly rates paid by the Board for its own counsel.

26. **Complete Agreement**

- A. This Agreement represents and incorporates the complete and final understanding and settlement by parties of all bargained issues, which were the subject of negotiations.
- B. The parties acknowledged that during the negotiations that resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with

respect to any matter or subject and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

- C. This Agreement shall not be modified in whole or in part by parties except by an instrument in writing only executed by both parties.

KEANSBURG BOARD OF EDUCATION

\_\_\_\_\_

BY:

ATTEST:

\_\_\_\_\_

BY:

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

BY: