

EMPLOYMENT CONTRACT

BETWEEN

**THE HUNTERDON CENTRAL REGIONAL HIGH SCHOOL
DISTRICT BOARD OF EDUCATION**

AND

DR. JEFFREY MOORE, SUPERINTENDENT

THIS AGREEMENT is made as of the 17th day of April, 2017, by and between the HUNTERDON CENTRAL REGIONAL HIGH SCHOOL DISTRICT BOARD OF EDUCATION, with offices located at 84 Route 31, Flemington, NJ 08822 (hereinafter referred to as the "Board" or "District") and Dr. Jeffrey Moore (hereinafter referred to as the "Superintendent").

WHEREAS, the Board desires to employ the Superintendent as the Chief Education Officer of the 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 Board has approved the appointment of Dr. Jeffrey Moore as the Superintendent, subject to the terms and conditions of this Agreement;

NOW THEREFORE, BE IT RESOLVED THAT the Board and Superintendent, in consideration of the following mutual promises and obligations of the parties agree to the following terms of employment:

1. TERM

The Board hereby agrees to employ Dr. Jeffrey Moore as Superintendent for the period a term commencing on July 1, 2017 and expiring at 11:59 on June 30, 2021. The parties acknowledge that this Contract must be approved by the Executive County Superintendent in accordance with applicable law and regulation.

2. CERTIFICATION AND DUTIES

A. The Superintendent accepts said appointment and represents that he possesses the required certification and endorsement for the position of Superintendent issued by the New Jersey State Board of Examiners, and that said certificate and endorsement are now and shall remain in full force and effect through the term of this Agreement. In the event that a certification and/or endorsement of the Superintendent is revoked, this Agreement shall become null and void as of the date of revocation.

B. The Superintendent shall, under the direction of the Board, faithfully and diligently fulfill the responsibilities and obligations of a Superintendent pursuant to the laws of New Jersey and the Rules and Regulations adopted by the State Board of Education, and observe and enforce the rules and policies prescribed by and for the Board. The Superintendent shall be the chief 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 the instructional and business affairs, in a manner which, in his judgment, best serves the District. The selection, placement, transfer, renewal and dismissal of

personnel, both instructional and non-instructional shall occur only upon the recommendation of the Superintendent, subject to Board approval, and the non-renewal of personnel shall occur upon the Superintendent's notification to the employee and the Board.

The Superintendent will recommend non-renewal of personnel pursuant to N.J.S.A. 18A:27-4.1, and to provide a written statement of reasons for non-renewal upon proper request.

The Superintendent will assume responsibility for the administration of the affairs of the 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.

The Superintendent will 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, which the parties agree shall be provided to the Superintendent no later than forty-eight (48) hours before the Board meeting, 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), will attend committee meetings at the request of the Board, and shall serve as advisor to the Board and said committees on all matters affecting the District.

The Superintendent will suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with State statutes and regulations and/or for the well-being of the District.

The Superintendent will 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, provided such duties are

consistent with applicable State statutes and regulations. 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.

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 shall be appropriate to and consistent with the professional role and responsibility of the District position of Superintendent as set by Board policy #1230 and approved in the job description which may be modified by the Board from time to time, consistent with the intent set forth above.

C. Outside Activities: The Superintendent shall devote his full time, skills and attention to the business of the District. Should the Superintendent choose to engage in 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's performance of outside activities is secondary to his Superintendent duties. 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 and/or outside regular work hours. The Superintendent acknowledges and agrees that any outside activities performed must not conflict with or interfere with the duties of the

Superintendent. The Superintendent also acknowledges that at all times he must abide by all applicable laws, including, but not limited to, student privacy laws, such as the Family Educational Rights and Privacy Act ("FERPA") and the School Ethics Act.

D. The Superintendent's work year calendar shall be from July 1 to June 30 of each year of this agreement.

3. COMPENSATION AND BENEFITS

A. Salary

The Board shall pay the Superintendent an annual salary equal to the Maximum Salary Amount allowed under N.J.A.C. 6A:23A-1.2, in effect on July 1, 2017. The Superintendent's salary shall be based upon the pupil enrollment as of October 15, 2016, which was more than 1,500 students but less than 3,000 students, and shall be calculated on the basis of a 260-day work year, pursuant to N.J.A.C. 6A:23A-3.1(e)(9). In the event that that Superintendent salary caps per N.J.A.C. 6A:23A-1.2 are modified upon the New Jersey Commissioner of Education's final adoption, the Board and the Superintendent agree that the Superintendent will be prospectively paid at the amount set forth in N.J.A.C. 6A:23A-1.2. In the event that the District's pupil enrollment exceeds 3,000 students, the Board and the Superintendent will meet to renegotiate his salary, subject to review and approval of the Executive County Superintendent in accordance with N.J.A.C. 6A:23A-3.1.

No salary increase, of any kind, will take effect on July 1, 2021 unless the parties have agreed to a contract extension, and that extension has been approved by the Executive County Superintendent. The terms of the extension will govern any increases to take effect on and after July 1, 2021. Any renewal, extension, or modification of this Agreement shall comply with the

notice provisions of P.L. 2007, c. 53, *The School District Accountability Act*, and N.J.A.C. 6A:23A-3.1, et. seq.

B. Merit Bonus

In accordance with N.J.A.C. 6A:23A-3.1, the Board shall provide the Superintendent with the opportunity to earn non-pensionable merit bonuses based on his achievement of certain qualitative and quantitative criteria. The Superintendent will receive three (3) quantitative merit bonuses and two (2) qualitative merit bonuses annually commencing in the 2018-2019 school year. The Superintendent will be eligible to receive a merit bonus in an amount not to exceed 3.33% of his annual salary for each quantitative merit criterion achieved and in an amount not to exceed 2.5% of his annual salary for each qualitative merit criterion achieved. The amount and percent of the merit bonuses shall be determined by the Board annually at its sole discretion. For example, the Board may determine to compensate the Superintendent in an amount that is proportionate to his level of achievement. Merit bonuses shall not be cumulative and shall be payable in a lump sum following the end of each school year upon the achievement of each quantitative or qualitative merit criterion and after approval by the Executive County Superintendent as set forth below.

By no later than June 30, 2018, and by June 30th of each following school year, the Board and the Superintendent shall meet and shall establish mutually agreed upon written criteria for determining each merit bonus to be applicable to the upcoming school year, and shall submit such criterion, by September 30th, to the Executive County Superintendent, Hunterdon County, for review and approval. The Executive County Superintendent shall approve or disapprove the selection of quantitative merit and/or qualitative merit criteria and the data that form the basis of measuring the achievement. Both parties will discuss a draft of the criteria prior to submission to the Executive County Superintendent for review.

Prior to the payment of any merit bonus, the Board shall submit a resolution to the Executive County Superintendent certifying that a quantitative and/or qualitative merit criterion has been satisfied and shall await a confirmation of the satisfaction of such criterion from the Executive County Superintendent prior to payment of same.

Because the ECS may not approve any merit criteria met in the final year of this contract until after the expiration of this contract, the Board's obligation to pay any merit bonus earned under this contract shall survive the life of this contract.

C. Vacation

The Superintendent shall be entitled to twenty-three (23) vacation days annually, all of which shall be available to him on July 1 of each year of the contract. The Superintendent shall take vacation time after giving the Board President reasonable notice, and is expected to attend to the business of the District as required.

If the Superintendent does not utilize vacation leave in a given year due to the business demands of the district, he may carry over ten (10) unused vacation days to the next succeeding year, pursuant to N.J.S.A. 18A:30-9.1. If the Superintendent fails to use the accrued vacation leave in the next succeeding year, the entitlement to the accrued vacation leave is forfeited.

Upon separation from the district, payment for accumulated but unused vacation days shall be made in accordance with N.J.S.A. 18A:30-9, and calculated at 1/260th of the Superintendent's base salary. Compensation for accumulated but unused vacation days shall be paid to the Superintendent's estate or beneficiaries in the event of his death.

D. Sick Leave

The Superintendent shall receive twelve (12) sick days per year, except that the Board shall grant the Superintendent an additional twelve (12) sick days during his initial year. A maximum of twelve (12) unused sick leave days shall be cumulative from year to year in accordance with the provisions of Title 18A. Upon retirement and notice to the Board, the Superintendent shall be eligible to receive compensation for accumulated but unused sick leave days pursuant to N.J.S.A. 18A:30-3.5. Unused sick leave days shall be compensated at the rate of 1/260th of the Superintendent's base salary at the time of retirement. However, pursuant to N.J.S.A. 18A:30-3.5, in no case shall the Superintendent receive compensation for accumulated but unused sick leave days which exceeds Fifteen Thousand Dollars (\$15,000.00).

Compensation for accumulated but unused sick leave shall be payable only at the time of retirement from a state or locally administered retirement system. Any supplemental payout for unused sick leave shall be conditioned upon the Board receiving official documentation that the Superintendent retired. Accumulated but unused sick leave shall not be paid to the Superintendent's estate or beneficiaries in the event of death prior to retirement.

E. Personal Days. The Superintendent shall be entitled to two (2) personal days each school year to attend to personal business during the school day, with full pay. Personal days may be taken during the school year with the prior permission of the Board President. The Superintendent will provide as much advance notice as possible of his request to take personal time. Personal day usage shall be filed with the Human Resources department. Unused personal days as of June 30th may be added to accumulated sick days. Any donation of a personal leave day to the catastrophic illness bank will be considered a "used" day.

F. Family Illness. The Superintendent shall be entitled to two (2) family illness days per school year.

G. Holidays. The Superintendent shall be entitled to all holidays granted to District employees who have contracts for a twelve-month work year.

H. Bereavement. The Superintendent shall receive bereavement leave for a death in his immediate family of up to five (5) work days, and up to two (2) work days for the death of a near relative. Immediate family shall consist of his spouse or domestic partner, parent(s), parent(s)-in-law, sibling(s), child(ren), or any other member of the immediate household.

I. Medical, Prescription, and Dental Benefits. The Board shall provide the Superintendent with the same level of medical, prescription, and dental benefits coverage that is provided to other District administrators.

1. Health Insurance Coverage Waiver. The Superintendent may waive coverage under the medical/prescription plan and/or the dental plan in return for a taxable payment as follows:

Medical/Prescription Waiver
\$5,000 (five thousand dollars) Family
\$4,000 (four thousand dollars) Two Adult
\$3,000 (three thousand dollars) Parent/Children
\$2,000 (two thousand dollars) Single

Dental Waiver
\$300 (three hundred dollars) Family
\$200 (two hundred dollars) Two Adult
\$200 (two hundred dollars) Parent/Children
\$100 (one hundred dollars) Single.

2. Health Insurance Contributions. The Superintendent shall contribute to the cost of health benefits in accordance with the Tier IV rates set forth in Ch. 78, P.L. 2011.

J. Disability Insurance. The Board agrees that it will reimburse the Superintendent up to Three Thousand Dollars (\$3,000) per year for the purchase of a disability income-protection policy naming the Superintendent as beneficiary. This disability insurance policy shall be in addition to the benefits available from the District's participation in the New Jersey State Temporary Disability program and shall not be construed as a supplement to or a duplication of the benefits available under the New Jersey Temporary Disability Insurance policy.

K. Mileage Reimbursement and Other Expenses. The Superintendent will be reimbursed for actual business miles at the allowable mileage reimbursement rate, which is established pursuant to applicable law, regulation, and the New Jersey Office of Management and Budget circulars. The District will also reimburse the Superintendent, upon proof of payment, for reasonable job expenses as permitted under State laws, including for a wireless communication service plan up to \$100 per month.

4. **ANNUAL EVALUATION**

The Board shall evaluate the performance of the Superintendent at least once a year, on or before April 15 or by a date within thirty (30) days of the Superintendent's completion and submission of his report to the Board on his goals and objectives for the current school year, whichever occurs first (but no later than April 30th). At that same time, the Superintendent shall evaluate the Board in its policy-making role in the District. It shall be the Board's responsibility to ensure completion of the annual evaluation of the Superintendent in accordance with Board Policy 1240 and 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, and such other criteria as the State Board of Education shall prescribe by regulation. The evaluation format shall be developed and approved jointly by the Board and Superintendent within sixty (60) days of the execution of this Agreement. On or before June 1st of each year of this Agreement, the parties shall meet to review the evaluation format and to additionally determine the format in the subsequent year.

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.

5. MEMBERSHIP FEES

The board shall pay the Superintendent's membership fees to the New Jersey Association of School Administrators, the County Association of School Administrators, the New Jersey Principals and Supervisors Association, and the local Rotary Organization. Other memberships, as approved by the Board, may also be paid, at an amount not to exceed \$6,000.00.

6. PROFESSIONAL DEVELOPMENT

A. The Superintendent shall represent the Board at appropriate professional conferences (*i.e.* NJASA Fall Conference, NJASA Spring Conference, NJASA Techspo and other state or national conferences that the Board and the Superintendent agree that would be beneficial to the

Superintendent's work in the district, and for which the Board provides prior, written approval). All costs of attendance, including travel expenses, mileage calculated at the then-current New Jersey State mileage reimbursement rate, food, lodging, and registration fees shall be previously approved and paid by the Board in accordance with all applicable State laws and administrative regulations, as well as any Board policy and/or regulations governing same.

B. The Board shall pay the expenses for the Superintendent to participate in the remaining sessions of the New Superintendents' Academy.

7. PROFESSIONAL LIABILITY

The Board agrees to cover the Superintendent under the District's general and school board liability insurance policies.

8. TERMINATION OF EMPLOYMENT CONTRACT

A. This contract shall terminate, the Superintendent's employment will cease, and no compensation shall thereafter be paid, under any one of the following circumstances:

1. Failure to possess/obtain proper certification;
2. Revocation or suspension of the Superintendent's administrator certification and/or school administrator endorsement, in which case this Contract shall be null and void as of the date of revocation, as required by N.J.S.A. 18A:17-15.1;
3. Forfeiture under N.J.S.A. 2C:51-2;
4. Mutual agreement of the parties; or
5. Misrepresentation of employment history, educational and professional credentials, and criminal background.

B. In the event the Superintendent is arrested and charged with a criminal offense, which could result in forfeiture under N.J.S.A. 2C:51-2 or N.J.S.A. 18A:6-7.1, the Board reserves the right

to suspend him pending resolution of the criminal charges. Such suspensions shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment, unless the Board certifies contractual tenure charges.

C. Nothing in this contract shall affect the Board's rights with regard to suspension under N.J.S.A. 18A:6-8.3 and applicable case law.

D. The Superintendent may terminate this Employment Contract upon at least 90 calendar days' written notice to the Board, filed with the Board Secretary, of his intention to resign.

E. The Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by this Employment Contract and N.J.S.A. 18A:17-20.2, provided, however, that the Board shall have the authority to relieve the Superintendent of the performance of his duties in accordance with N.J.S.A. 18A:27-9, so long as it continues to pay his salary and benefits for the duration of the term. The parties understand that any early termination must comply with the provisions of *P.L. 2007, c. 53, The School District Accountability Act*.

F. In the event the Board, in accordance with N.J.A.C. 6A:23A-3.2, terminates this Contract prior to its expiration date to relieve the Superintendent from the actual performance of his duties, upon the approval of the Commissioner of Education, the Board shall compensate the Superintendent for either three (3) months' salary times the number of years remaining on this Contract, not to exceed twelve (12) months, or the remaining salary due to completion of this Contract, whichever is less, 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 the within 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. RENEWAL – NON RENEWAL

This Employment Contract shall automatically renew for a term of four (4) calendar years, expiring June 30, 2025, unless either of the following occurs:

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

B. The Board notifies the Superintendent in writing, prior to March 1, 2021, that he will not be reappointed at the end of the current term, in which case his employment shall cease upon the expiration of this Contract; or

C. In accordance with such laws and regulations that would require nullification of this Contract.

10. ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the parties hereto and cannot be amended, in whole or in part, except by written agreement of the undersigned parties. Any amendment to the Agreement shall be submitted to the Executive County Superintendent for review and approval.

11. CONFLICTS

In the event of any conflict between the terms, conditions and provisions of this Agreement and provisions of the Board's policies or permissive State or Federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over the contrary provisions of the Board's policies and such permissive law during the term of this Agreement.

12. SAVINGS CLAUSE

If, during the term of this Agreement, it is found that a specific clause of the Agreement is illegal pursuant to Federal or State law, the remainder of the Agreement is not affected by such a ruling and shall remain in full force and effect.

IN WITNESS THEREOF, the District has caused this Agreement to be approved in its behalf by a duly authorized officer, and the Superintendent has approved this Agreement effective on the day and year specified in the agreement.

SUPERINTENDENT



Dr. Jeffrey Moore

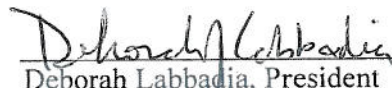


Witness




Dated:

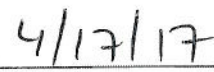
**HUNTERDON CENTRAL
REGIONAL HIGH SCHOOL BOARD
OF EDUCATION**



Deborah Labbadia, President



Witness



Dated: