

CONTRACT OF EMPLOYMENT

This Contract, made this ____ day of _____, 2010, between

THE RINGWOOD BOARD OF EDUCATION

(hereinafter “the Board”)

with offices located at

121 Carletondale Rd

Ringwood, New Jersey 07456-1699

and

Mr. Hugh E. Beattie (hereinafter “the Superintendent”)

PREAMBLE

WITNESSETH

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 recognize that a written employment contract is required by law and will 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:

ARTICLE I

EMPLOYMENT

The Board hereby agrees to employ Mr. Hugh E. Beattie as Superintendent of Schools for the period of December 1, 2010 through 11:59 p.m. on June 30, 2015. The parties acknowledge that this Contract must be approved by the Passaic County Executive County Superintendent in accordance with applicable law and regulation.

ARTICLE II

CERTIFICATION

The parties acknowledge that the Superintendent currently possesses the appropriate New Jersey administrative certification and school administrator endorsement (attached as Exhibit A).

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. The Superintendent will provide official course transcripts for all earned postsecondary degrees to the Board of Education. These transcripts will be kept on file in the Board office. (attached as Exhibit B).

ARTICLE III

DUTIES

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 adopted by the Board, applicable to the position of Superintendent of Schools, is incorporated by reference into this Contract and attached as Exhibit C.

B. To devote the Superintendent's full time, skills, labor, and attention to this employment during the term of this Contract; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without obtaining written permission of the Board in advance. 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 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.

ARTICLE IV

SALARY AND BENEFITS

A. 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.

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

a. Initial Salary. The Board shall pay the Superintendent an annual salary of one hundred fifty four thousand dollars (\$154,000.00) for the 2010-2011 school year pro rata. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

b. The Board and the Superintendent have agreed that the Superintendent shall receive minimum salary increases of 2% annually. In the event that the Board and the Superintendent agree that a salary increase should exceed the above percentage increase, then the parties agree and acknowledge that such salary increase must be reviewed and approved by the Executive County Superintendent.

2. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight June 30, 2015 (the final day of this Contract) unless the parties have agreed to a contract extension and that extension has been approved by the Passaic County Executive County Superintendent. The terms of the extension will govern all increases to take effect after July 1, 2015. Any renewal, extension, or modification of this Contract 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. Sick leave. The Superintendent shall receive 6 sick days upon the execution of this Contract and 12 sick days on each July 1st thereafter. The Board grants the Superintendent an initial sick leave bank of twenty-five (25) sick leave days for immediate use in the event of catastrophic illness. However, none of these twenty-five (25) days are or will ever be eligible for cash redemption. If any of these initial sick leave days remain upon retirement, they will be forfeited. Every earned sick day will detract from the initial sick leave bank. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A.

1. Upon retirement and notice to the Board, the Superintendent shall receive supplemental compensation from accrued but unused sick leave. Such supplemental compensation shall not exceed \$15,000 pursuant to *N.J.S.A. 18A:30-3.5*. Such compensation shall be payable only at the time of retirement from a state or locally administered retirement system, and shall be based on accrued but unused sick leave credited on the date of retirement. Accumulated unused sick leave compensation shall not be paid to the Superintendent's estate or beneficiaries in the

event of death prior to retirement. Unused sick days payable upon retirement under this provision shall be reimbursed at the rate of \$65.00 per diem for up to 100 days.

C. Professional Membership. The Superintendent shall be entitled to membership, at the Board's expense, for professional dues in the following professional associations: American Association of School Administrators, NJASA, and the Passaic County Association of School Administrators. An additional \$500.00 will also be available for membership in other professional programs. An amount will be included in the budget for expenses for conferences, workshops and registration fees.

D. Health Benefits:

1. The Board shall provide the Superintendent with individual or family health benefits. The Superintendent shall receive the same medical, health & dental care benefits as do other teaching staff members employed by the Board. The Superintendent shall choose a plan offered by the State Health Benefits Plan. The Superintendent shall receive dental benefits provided by Horizon Blue Cross Blue Shield of N. J. and prescription benefits provided by BeneCard. This shall in no way link this Contract with any agreement collectively negotiated with district employees. In accordance with P.L. 2010, c. 2, the Superintendent shall contribute 1.5% of his annualized salary towards the premium costs for all such coverage. The Superintendent's contribution to his health benefits shall be paid by the Superintendent through payroll deduction.

2. The Superintendent may waive coverage in any of the health benefits plans if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board. The Superintendent will be

paid 25% or \$5,000.00, whichever is less, of the amount saved by the Board because of the Superintendent's waiver of said coverage.

E. Vacation Leave:

1. The Superintendent shall be entitled to an annual vacation allotment of twenty-two (22) working days per year, pro rated. All of the vacation days shall be available for the Superintendent's use on July 1st of each year of the Contract.

2. The Superintendent shall take his vacation time after giving the Board President reasonable notice. School vacations do not constitute time off for the Superintendent. The Superintendent may take vacation days during the school year, upon notice to the Board President. The Superintendent is expected to attend to the business of the district as required for the smooth and efficient operation of the school district. The Superintendent shall document the use of accrued vacation days with the Board Secretary.

3. The Board encourages the Superintendent to take his full vacation allotment each year. In the event this Contract is not renewed, earned but unused vacation time will be paid at the Superintendent's daily rate of pay, based upon a 260-day work year, following his last day of employment. However, at the Board's discretion, should termination or non-renewal occur, the Board reserves the right to require the Superintendent to use his full vacation entitlement.

F. The Superintendent shall be provided per school year fifteen (15) paid holidays for the period from the 1st day of July to the 30th day of June as follows:

Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
First Full Day after Christmas
Last Full Day before New Year's Day
New Year's Day
Martin Luther King Day
President's Day (choice between Monday or Tuesday)
Veterans' Day
Good Friday
Easter Monday
Memorial Day

G. The Superintendent shall be entitled to four (4) personal days, to attend to personal business during the school day, with full pay during the work year. 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 day usage shall be reflected on time off slips filed with the Board Secretary. Unused personal days shall be converted to unused sick days at the end of each school year.

H. The Superintendent shall be entitled to five (5) bereavement days per occurrence for the death of a spouse, parent, child, grandparent, brother, sister, or father/mother-in-law. Such days do not accrue year to year.

I. Three (3) days for illness in the immediate family, defined to mean spouse, child, or blood relative living with the Superintendent.

J. The Superintendent shall be reimbursed for actual mileage when using his personal vehicle for Board business as annually established by the Annual Appropriations Act or the New Jersey Office of Management and Budget.

K. The Superintendent shall be responsible for filing a time-off slip, in advance of the time off, as set forth herein, or immediately upon his return to the district in the event of an unplanned absence, with the Board Secretary each time any leave is taken. The Superintendent and Board President shall periodically review the Superintendent's attendance record to assure correctness.

L. Professional Liability:

1. The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his official capacity as agent or employee of the Board, provided the incident arose while the Superintendent was acting within the scope of his employment and, as such, liability coverage is within the authority of the Board to provide under State law. It shall be within the Board's sole discretion whether to indemnify the Superintendent for claims of punitive damages. In the event that the Superintendent is the subject of criminal proceedings brought against him in his official capacity as an agent or employee of the Board, the Board shall not be responsible to defend him or hold him harmless for the costs and expenses incurred in the defense of such criminal charges unless the final disposition of such charges are in favor of the Superintendent.

2. If, in the good faith opinion of the Board, a conflict exists with regard to the defense of any claim between the legal position of the Superintendent and the legal

position of the Board, the Superintendent may engage legal counsel of his choice at an hourly fee not to exceed the hourly fee charged by counsel to the Board of Education at the time that such special counsel for the Superintendent is engaged. In the event that it shall be necessary to engage special counsel on behalf of the Superintendent, the Board shall be responsible for the reasonable costs of legal defense for the Superintendent as permitted by State law and at the hourly rate stipulated above.

3. The Board will provide the Superintendent with professional liability insurance coverage under a policy covering the members of the Board of Education and the Superintendent for errors and omissions. The premium shall be paid by the Board.

M. Professional Growth of Superintendent

1. The Board encourages the continuing professional growth of the Superintendent. In light of his responsibilities as the Superintendent, upon pre-approval by the Board, the Board shall reimburse the Superintendent for up to \$4,000 per year of the tuition costs for all graduate and doctoral courses taken at an accredited institution leading to an advance degree.

2. The Superintendent shall follow Board policy and other applicable law in supplying the necessary documentation when seeking reimbursement.

3. If the Superintendent voluntarily terminates this contract within twelve months of completing the coursework, he shall reimburse the Board any monies paid to him for courses taken during the prior twelve months. In the event the Superintendent chooses not to renew this contract past the June 30, 2015 end date, he shall reimburse the Board any monies paid to him for courses taken during the 2014-2015 school year.

4. A mentoring fee of \$2,500 will be paid by the Ringwood Board of Education. If the superintendent resigns from his position before the end of the contract, it will be the responsibility of the superintendent to reimburse the Board of Education this fee.

N. Laptop Computer and Cellphone/Blackberry: The Board shall provide the Superintendent with a computer and other necessary equipment and software for his use while working at home. The Laptop computer shall be for District use only. The Board shall be responsible for maintaining said computer. The Board shall provide the Superintendent with a cellular telephone/blackberry and shall pay the monthly charges including business-related charges. The cellular phone/Blackberry shall be for District use only.

ARTICLE V

ANNUAL EVALUATION

The Board shall evaluate the performance of the Superintendent at least once a year in accordance with statutes, regulations and Board policy relating to Superintendent evaluation. Each annual evaluation shall be in writing and shall represent a consensus 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, the district's placement on the NJQSAC continuum (with respect to those DPRs that are within the Superintendent's control), and such other criteria as the State Board of Education shall by regulation prescribe. The final draft of the annual evaluation shall be adopted by the Board in April prior to the annual school district elections. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.

ARTICLE VI

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 certificate, 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;
5. notification in writing by the Board to the Superintendent by January 31, 2015 of the Board's intent not to renew this Contract; or
6. 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*, the Board reserves the right to suspend him/her pending resolution of the criminal charges. Such suspension 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 paragraphs B. and C. *supra* 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*.

ARTICLE VII

RENEWAL – NON RENEWAL

This Employment Contract shall automatically renew for a term of five (5) calendar years, expiring midnight June 30, 2020, 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 January 31, 2015;
- C. in accordance with such laws and regulations that would require nullification of this Contract.

ARTICLE VIII

COMPLETE AGREEMENT

This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

ARTICLE IX

SAVINGS CLAUSE

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

IN WITNESS WHEREOF, the parties have set their hands and seals to this Employment Contract effective on the day and year first above written.

SUPERINTENDENT

BOARD OF EDUCATION OF THE
RINGWOOD SCHOOL DISTRICT

Cynthia Tassitano, President

Date: _____

Date: _____

WITNESS:

WITNESS:
