

CONTRACT OF EMPLOYMENT

This Contract of Employment ("Contract") is made as of this 1st day of February, 2021, between THE BOARD OF EDUCATION OF THE PEMBERTON SCHOOL DISTRICT, in Burlington County (hereinafter "the Board") with offices located at 1 Egbert Street, Pemberton, New Jersey 08068 and JEFFREY HAVERS, (hereinafter "the Superintendent").

PREAMBLE

WITNESSETH

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, 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:

ARTICLE I EMPLOYMENT

The Board hereby agrees to employ and Superintendent accepts employment as the Superintendent of Schools for the period of February 1, 2021 through 11:59 p.m. June 30, 2025. The parties acknowledge that this Contract must receive prior approval from the Burlington County Executive County Superintendent in accordance with applicable law and regulation.

ARTICLE II CERTIFICATION

The Superintendent currently possesses a Superintendent Certificate. 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.

ARTICLE III DUTIES

A. The Superintendent shall 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.

B. The Superintendent shall devote his full time, skills, labor, and attention to this employment during the term of this Contract.

C. The Superintendent shall be responsible for the selection, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board, and subject to applicable Board policies and directives.

D. The Superintendent shall 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.

E. The Superintendent shall assume responsibility for the administration of the affairs of the School District, including but not limited to programs, personnel, fiscal operations, and instructional programs.

F. The Superintendent shall 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, and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the School District.

G. The Superintendent shall 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 Board shall not substantially increase the duties of the Superintendent by assigning him the duties or responsibilities of another position or title unless the parties agree upon additional compensation commensurate with such increase in duties and the additional compensation is

reflected in an addendum to this contract and such addendum has been approved by the Executive County Superintendent. 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. Salary. The Board shall provide the following salary as part of the Superintendent's compensation:

a. Salary. The Board shall pay the Superintendent an annual salary of One Hundred Eighty- Eight Thousand Hundred Dollars (\$188,000) for the period from February 1, 2021 to June 30, 2021, prorated for the year. This salary shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for certified employees of the School District.

b. Salary Adjustments. The Superintendent's Annual Salary for the remainder of the Contract shall be as follows: July 1, 2021- June 30, 2022 - \$192,700.00; July 1, 2022 - June 30, 2023 - \$197,517.00; July 1, 2023- June 30, 2024 - \$201,468.00 and July 1, 2024 - June 30, 2025 - \$205,497.00.

B. Sick Leave. The Superintendent shall receive twelve (12) sick days annually. Unused sick leave days earned during his service with the Pemberton School District shall be cumulative in accordance with the provisions of N.J.S.A. 18A:30-3.5 Upon retirement from the State Retirement System and notice to the Board, unused sick days will be reimbursed, at the then current per diem rate per day ($1/260 \times$ annual salary), with a maximum payment not to exceed Fifteen Thousand Dollars (\$15,000.00) pursuant to N.J.S.A. 18A:30-3.5. Any such payment shall be made within sixty (60) days of the Superintendent's last day of employment. Accumulated unused sick leave compensation shall not be paid to the Superintendent's estate or beneficiaries in the event of death prior to retirement. As of the commencement of this Employment Contract, the Superintendent has earned and accumulated 76.5 sick leave days while employed in the Pemberton School District in various positions.

C. Professional Membership/Tuition Reimbursement/Seminars.

1. The Superintendent shall be entitled to membership, at the Board's expense for professional dues up to a yearly maximum of Four Thousand Dollars (\$4,000.00) in the following professional associations: NJASA, AASA, NAFIS, Burlington County Round Table and any civic/professional organizations recommended by the Superintendent and approved by the Board.

2. The Superintendent shall be entitled to reimbursement for expenses incurred for attendance at professional conferences or seminars subject to prior approval by the Board in

accordance with *P.L.2007, c. 53, The School District Accountability Act* and affiliated regulations. (N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7, et seq.). Such reimbursement shall comply with all applicable provisions of state and federal statutory and regulatory provisions and guidance, and with board policy. The Board shall pay all costs and fees associated with any state-mandated continuing education.

3. 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:

- (a) the operations, programs, and other activities conducted or sponsored by local, state and national school administrators and school board associations;
- (b) seminars and courses offered by public or private educational institutions;
- (c) 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;
- (d) visits to other institutions; and,
- (e) other activities promoting the professional growth of the Superintendent.

In its encouragement, the Board shall permit a reasonable amount of release time for the Superintendent, as he deems appropriate, to attend such matters and shall pay all necessary travel, registration and sustenance expenses. At a minimum and to the extent his duties allow, the Superintendent shall be permitted to attend the annual NJSBA Workshop, the annual NJASA spring conference, the annual Techspo conference and the annual NAFIS conference. The total yearly expense for attendance at the conferences/workshops/conventions shall be capped at Five Thousand Two Hundred and Fifty Dollars (\$5,250.00). He shall be permitted to attend one national conference during the term of the contract.

4. The Board shall pay for all State-mandated continuing education.

5. The Superintendent shall not be permitted to participate in district paid outside professional development activities without prior Board approval, except as already provided herein.

D. Health Benefits:

- 1. The Board shall provide the Superintendent with individual or family health, prescription, vision and dental benefits coverage, at the Superintendent's option. The Board shall pay the premium costs (subject to sub-paragraph 2 below) for all such coverage.

2. Pursuant to applicable law and regulation, the Superintendent shall contribute an amount toward payment of premiums.
3. Should the Superintendent enroll in the Educator Plan or Garden State plan, then his contribution shall be as set forth in Chapter 44.

E. Vacation Leave:

1. The Superintendent shall be entitled to an annual vacation of twenty-five (25) days per year. All 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 advance notice of his intention to take vacation time. The Superintendent shall be off from school during school breaks and holidays (excluding summer) and shall not be required to utilize vacation time during those periods. The Superintendent may take vacation days during the school year, upon advance 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; however, any unused and earned vacation days may be carried over by the Superintendent for use in the following year. Any vacation days not used the following year shall be forfeited.
4. Upon separation from employment, the Superintendent shall be paid for his unused, accumulated vacation days to a maximum of Fifty (50) unused vacation days. The per diem rate for unused vacation days shall be calculated as $1/260^{\text{th}}$ of the Superintendent's final salary. The Board shall make any such payment within sixty (60) days after the Superintendent's last day of employment. In the event of the Superintendent's death, payment for his unused accumulated vacation days shall be made to his estate.

F. Calendar: The Superintendent shall work a 12 month (July 1 to June 30) calendar and is entitled to all legal holidays specified in the school calendar.

G. Personal Days: The Superintendent shall be entitled to three (3) 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 notice of the Board President. As much advance notice as possible of the request to take personal time will be given. Unused personal days shall be converted to sick days, provided that the Superintendent is not permitted to accumulate more the 15 sick days in a given contract year. Payment for unused personal days is prohibited.

H. Bereavement: The Superintendent shall be entitled to five (5) bereavement days within the seven days immediately following the death for Immediate Family. Immediate family is defined as spouse, mother/father, mother/father-in-law, sister/brother, daughter/son, grandchild, daughter-

in-law/son-in-law, sister-in-law/brother-in-law and non-immediate family residing in the same household. Non-Immediate family day of the funeral. Non-immediate family is defined as grandparent, aunt/uncle, and niece/nephew.

I. Mileage: The Superintendent shall be reimbursed for actual mileage when using his personal vehicle for Board in compliance with Board Policy, NJSA 18A:11-12, OMB Circulars and NJAC 6A:23A-3.1(e)(4).

J. Tuition Reimbursement: The Board shall reimburse the Superintendent for tuition costs incurred for graduate level courses taken at an accredited institution of higher education that are part of a formal program of studies leading to the awarding of a Doctoral Degree in an area or discipline judged to be of benefit to the Board. The Superintendent shall obtain Board approval prior to enrolling in any graduate course of study. The Superintendent shall be entitled to a maximum of Fifteen Thousand Dollars (\$15,000.00) per year for Tuition Reimbursement.

K. Computer: The Board shall supply the Superintendent with the use of a new laptop computer and/or iPad (with Internet access) which is the property of the Board and shall be returned to the District at the end of the Superintendent's employment with the District. The Board shall be responsible for all maintenance and software updates associated with the laptop computer/iPad. The laptop computer/iPad shall be replaced as necessary. The superintendent shall be permitted to utilize these devices for reasonable personal use.

L. Cell Phone: The Board agrees to reimburse the Superintendent for the business use of his cellular telephone costs that are related to the performance of the Superintendent's duties. The Superintendent shall be responsible for providing to the Business Administrator, on a monthly basis, copies of the cellular telephone bills. Any cellular telephone bills not submitted within the thirty (30) days following receipt thereof by the Superintendent shall not be subject to reimbursement.

ARTICLE V ANNUAL EVALUATION

The Board shall evaluate the performance of the Superintendent at least once a year on or before July 31st. Each 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 adoption of the evaluation by the Board, the Board shall provide the Superintendent a copy. The Superintendent and the Board shall then meet to discuss the findings. Each evaluation shall be based upon the goals and objectives of the Board, 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.

On or before June 30 of each year of this Employment Contract, the Board and the Superintendent shall meet in closed session for the purpose of mutual evaluation of the performance of the Board and the Superintendent. Prior to final Board action to approve the

evaluation in closed session, the Board shall supply the Superintendent with a copy of its written evaluation of him, which shall include areas of strengths and weaknesses and which shall provide direction as to areas of performance in need of improvement.

In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include recommendations as to the areas of 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. His response shall become a permanent attachment to the evaluation in question and placed in the Superintendent's personnel file. To the extent the parties have not already done so, they shall meet within sixty (60) days of the execution of this contract to mutually agree upon the evaluation format. Thereafter, on or before April 30 of each year of this Employment 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.

ARTICLE VI

PREEXISTING TENURE RIGHTS

Pursuant to N.J.S.A. 18A:17-20.4, the Superintendent retains all 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.

ARTICLE VI

TERMINATION OF EMPLOYMENT CONTRACT

A. This Contract shall terminate and the Superintendent's employment will cease under any one of the following circumstances:

1. revocation 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; or
2. forfeiture under N.J.S.A. 2C: 51-2.

B. This Contract may also be terminated by:

1. mutual agreement of the parties; or

2. notification in writing by the Board to the Superintendent, on or before December 31, 2024, of the Board's intent not to renew the Contract;
or

3. the Superintendent giving the Board one hundred twenty (120) calendar days' notice in writing of his intention to resign.

4. Except as otherwise provided in this Contract, the Superintendent shall not be dismissed or reduced in compensation during the term of this Contract; provided. However, 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*.

5. In the event that the Board relieves the Superintendent of his duties prior to the termination of this Contract, and the parties reach an agreement, the Board shall submit the agreement of the parties to the Commissioner for approval pursuant to *N.J.S.A. 18A:17-20.2* and applicable regulations.

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. In the event of an early termination of this Contract for separation the provisions of *N.J.S.A. 18A:17-20.2* and *N.J.A.C. 6A:23A-3.2* shall apply.

ARTICLE VII INDEMNIFICATION

Professional Liability:

A. 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 individual capacity as agent or employee of the Board, provided that the incident arose while the Superintendent was acting within the course of the performance of the scope of his position or employment.

B. If, in the good faith opinion of the Superintendent, a conflict exists as regards to the defense of such claim between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage counsel of his choice, with prior Board approval, in which event the Board shall indemnify the Superintendent for the costs of legal defense as permitted by state law.

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 AND CONFLICTS 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 Contract is not affected by such a ruling and shall remain in full force. 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 otherwise prohibited by law.

ARTICLE X MISCELLANEOUS

The Board shall not hold any discussions regarding the Superintendent's employment, unless the Superintendent is given written notice at least 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 discussions be held in public session, pursuant to the Open Public Meetings Act.

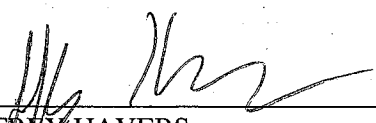
The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act, codified at N.J.S.A. 47A:101, et seq., the Right to Know Law codified at N.J.S.A. 47:1A-1, et seq., Executive Order No. 11 (November 15, 1974), Executive Order No. 21 (July 8, 2002), Executive Order No. 26 (August 13, 2002), and case law interpreting them. All information related to the Superintendent's performance, evaluation or any 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 a lawful order of a court of competent jurisdiction, or pursuant to a rule of a court of competent jurisdiction.

The Superintendent shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. He shall be entitled to have a representative accompany him during such review. At least once every year, the Superintendent shall have the right to indicate those documents and/or other

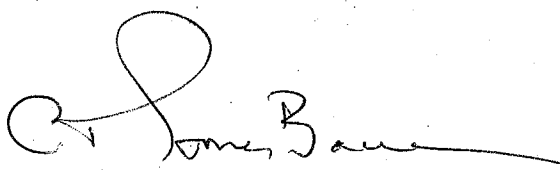
materials in his file that he believes to be obsolete or otherwise inappropriate to retain; such documents identified by him shall be destroyed consistent with the New Jersey Destruction of Public Records Law.

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.

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



JEFFREY HAVERS
SUPERINTENDENT OF
SCHOOLS



C. Thomas Bauer, PRESIDENT
PEMBERTON SCHOOL DISTRICT
BOARD OF EDUCATION

Date: January 1, 2021

Date: January 1, 2021

WITNESS:



Date: January 1, 2021

WITNESS:



Date: January 1, 2021