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CONTRACT OF EMPLOYMENT

THIS AGREEMENT, made this 15th day of December, 2009:

BETWEEN: North Hunterdon-Voorhees Regional
High School District Board of Education ("Board")
1445 State Route 31
Annandale, New Jersey 08801

AND: Dr. Charles Michael Shaddow ("Dr. Shaddow")
566 County Road 614
Asbury, New Jersey 08802

W I T N E S S E T H:

WHEREAS, for the purpose of mutual understanding and in order that a harmonious relationship may continue to exist between the Board and Dr. Shaddow to the end that continuous and efficient services will be rendered to and by both parties, for the benefit of both; and

WHEREAS, Dr. Shaddow has served as the Superintendent of Schools since July 1, 1998 and continues to hold an appropriate certificate as prescribed by the State Board of Education and as required by N.J.S.A. 18A:17-17; and

WHEREAS, the Board and Dr. Shaddow have reconsidered the terms of his employment contract effective July 1, 2005 through June 30, 2010, and have agreed to re-negotiate the terms and conditions of his employment as set forth herein; and

WHEREAS, the Board has adopted a resolution at a public meeting held on September 22, 2009, authorizing the reappointment of Dr. Shaddow as Superintendent of Schools;

NOW, THEREFORE, in consideration of the following mutual promises and obligations of the parties and the rendering of the services of Dr. Shaddow, as stated herein, the parties hereto agree as follows:

ARTICLE I

EMPLOYMENT

A. The Board hereby agrees to employ Dr. Shaddow as Superintendent of Schools for the period of July 1, 2010, through June 30, 2015.

B. Dr. Shaddow shall be paid a prorated gross annual salary for the period of this Agreement ending June 30, 2011, of no less than \$210,000.00.

C. Annual salary from July 1, 2011 through June 30, 2012, and for subsequent years of this contract shall be established by the Board based upon District evaluation of the performance of Dr. Shaddow and achievement of performance goals and objectives established by the Board. However, it is understood that such subsequent salary shall not be less than the salary paid in the previous year of employment.

D. The aforesaid salary shall be paid and appropriately prorated, in equal installments, in accordance with the policies of the Board concerning the payment of professional staff members.

ARTICLE II

DUTIES

In consideration of the employment, salary and fringe benefits established hereby, Dr. Shaddow hereby agrees to the following:

A. To faithfully perform the duties of Superintendent of Schools for the Board and to serve as the chief school officer and executive 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. Dr. Shaddow agrees that he shall perform his duties as Superintendent of Schools in accordance with the statutes, rules and regulations applicable to such position as well as in accordance with a job description for the position of Superintendent of Schools.

B. To devote his full time, skills, labor and attention to this employment during the term of this contract; provided, that Dr. Shaddow may, with the prior permission of the Board, undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations which do not interfere with his full time responsibilities as Superintendent. For the above purposes, the Board's permission shall not be unreasonably withheld.

C. To carry out the administration of instruction and business affairs of the District, with the assistance of staff, in accordance with the responsibilities as outlined above.

D. To assume the responsibilities for the selection, placement and transfer of personnel, subject, when required by law, to the approval of the Board in accordance with the responsibilities as outlined above.

E. To study and make recommendations with respect to all criticisms and complaints which the Board may refer to him in accordance with the responsibilities as outlined above.

F. To attend appropriate professional meetings and conferences as a representative of the Board. The expenses incurred by Dr. Shaddow in connection with

such meetings shall be reimbursed in accordance with the provisions of this contract and Board policy.

G. To submit to a comprehensive physical examination prior to the commencement of each school year to be conducted by a physician of Dr. Shaddow's choice at the cost of the school district. A statement by the physician shall be provided to the Board on or before July 1 of each ensuing year of the contract which certifies Dr. Shaddow's health and fitness to perform the duties of Superintendent. Medical information of any nature regarding the Superintendent shall be treated as confidential by the Board.

ARTICLE III

BENEFITS IN ADDITION TO SALARY

A. Dr. Shaddow shall receive twelve (12) sick days annually. Unused sick days leave shall be cumulative in accordance with the provisions of N.J.S.A. 18A:30, et seq. Dr. Shaddow may, in the event of extended illness or disability, which requires a prolonged absence beyond the number of sick days he may have accumulated, apply to the Board pursuant to N.J.S.A. 18A:30-6 for extended sick leave for a period not to exceed thirty (30) additional work days. The Board will not unreasonably deny such an application provided that Dr. Shaddow's need for a prolonged absence is adequately supported by a physician's certification.

B. The parties acknowledge that a contract of employment applicable to Dr. Shaddow (hereafter "the 2005 Contract") was in effect on the effective date of P.L. 2007, c. 92 (June 8, 2007), and that the 2005 Contract provides for severance pay

upon retirement in an amount calculated at the rate of 50% of 1/240th of his annual salary for each day of accumulated sick leave. Therefore, upon retirement from the North Hunterdon-Voorhees Regional High School District, Dr. Shaddow will receive severance pay for unused accumulated sick days in an amount equivalent to 50% of 1/240th of his annual salary for each day of sick leave which he will have accumulated as of the effective date of retirement, up to a maximum of \$42,437.50, which represents 50% of 1/240th of his annual salary for each day of sick leave which he had accumulated as of June 8, 2007 (97 accumulated unused days).

C. Dr. Shaddow will also be entitled to three (3) personal days each year and if not used they may be rolled over each year into sick days.

D. Dr. Shaddow shall be entitled to membership paid by the Board in the American Association of School Administrators; New Jersey Association of School Administrators; Hunterdon County Administrators Association and any others approved by the Board.

E. It is also understood that Dr. Shaddow may periodically request approval to attend professional conferences as Superintendent of Schools and as a representative of the Board. In connection with such request, Dr. Shaddow shall request approval of the Board to be allowed to attend such conferences. Such approval shall be requested in such a manner as to provide the Board with reasonable opportunity to consider such requests prior to the date of such conference. These conferences should include but not be limited to the American Association of School Administrators, New Jersey Association of School Administrators and New Jersey School Board Workshops.

F. Dr. Shaddow shall be entitled to an annual vacation of twenty-two (22) working days per year in addition to the holidays that are given to central office personnel. Dr. Shaddow shall take his vacation time only after giving the Board President reasonable notice, except if Dr. Shaddow wishes to take five (5) continuous vacation days, he shall give the Board President at least ten (10) days prior notice of his intent to take such vacation. In the event that Dr. Shaddow intends to take three (3) or fewer continuous vacation days, such notice will not be necessary. Each year, Dr. Shaddow may carry over up to fifteen (15) vacation days to the subsequent year. This "carry over" shall not be cumulative. Remaining unused vacation days (in excess of the 15 "carry over" days) shall be forfeited by Dr. Shaddow. At the termination of his service as Superintendent of Schools, Dr. Shaddow will be reimbursed for accumulated unused vacation days (a maximum of 37 days) at the rate of 1/260th of his annual salary for each day.

G. Dr. Shaddow, his spouse and his dependents shall be entitled to receive the medical, dental and other health insurance coverages as set forth in the current contract between the Board and the North Hunterdon-Voorhees Administrators Association, as it may be amended.

H. Dr. Shaddow shall be entitled to receive \$10,500.00 annually to invest in a Tax Sheltered Annuity of his choice.

I. Dr. Shaddow shall be entitled to receive a reasonable car allowance of \$300 per month, which shall be utilized to offset travel expenses, including automobile expenses, which Dr. Shaddow may incur in connection with the discharge of his duties as Superintendent within the State of New Jersey. If deemed appropriate by the Board, the Board may (by majority

vote) increase the above monthly allowance. In consideration of receiving this sum, Dr. Shaddow shall not seek a mileage allowance for such expenses.

ARTICLE IV

EVALUATION

Dr. Shaddow shall be evaluated by the Board once annually during the life of this Contract in accordance with the provisions of N.J.A.C. 6A:32-4.3. The timing of the evaluations, the form of the evaluation instrument, procedures, etc., regarding evaluations shall be established by the parties. The evaluation procedures adopted shall become part of this contract by mutual agreement of the parties.

ARTICLE V

TERMINATION AND NON RENEWAL

A. The parties hereto agree that in the event Dr. Shaddow's certification is revoked, this agreement shall be null and void as of the date of the revocation. Likewise, if Dr. Shaddow is precluded from performing his duties by any judgment, order or direction of any court of competent jurisdiction or the Commissioner of Education, this agreement shall be null and void as of the date of the judgment, order or direction, and Dr. Shaddow's employment shall cease.

B. The Board agrees that it shall not terminate this agreement except upon giving Dr. Shaddow at least sixty (60) days prior written notice of such election to terminate. In the event of such termination, the Board shall pay Dr. Shaddow one of the following amounts, whichever is less: (1) three months' pay for every year remaining in the term of this Agreement, with proration for partial years, not to exceed 12 months' pay, or (2) the remaining salary amount due under this agreement; provided, however, that if Dr. Shaddow obtains comparable

employment elsewhere prior to July 1, 2015, the salary received by him shall be deducted from the payments made pursuant to this paragraph; and provided further that if the reason for such termination is the consolidation of the North Hunterdon-Voorhees Regional High School District with one or more other school districts and establishment of a new school district, and Dr. Shaddow is employed as superintendent of schools in the new school district upon termination of his employment by the Board, then he shall not be entitled to receive any of the payment provided by this paragraph.

C. It is understood that the Board shall be required to give written notice to Dr. Shaddow by no later than December 31, 2014, in the event it elects not to re-appoint or renew Dr. Shaddow's contract as Superintendent in accordance with N.J.S.A. 18A:17-20.1.

D. Dr. Shaddow agrees that he shall not terminate this agreement except upon giving the Board at least sixty (60) days prior written notice of such election to terminate. Such notice shall be hand-delivered or sent via certified mail, return receipt requested, addressed to the Board Secretary.

ARTICLE VI

MISCELLANEOUS

A. The terms and conditions of the Contract shall not be modified, except by the written consent of both parties hereto.

B. If any term of this contract is deemed unenforceable or void in accordance with New Jersey Laws, all other non-affected clauses shall remain in full force and effect. This contract shall be interpreted in accordance with the provisions of New Jersey law.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be signed by their proper corporate officers and the proper corporate seal affixed hereto the day and year first above written.

ATTEST:

NORTH HUNTERDON-VOORHEES
REGIONAL HIGH SCHOOLDISTRICT
BOARD OF EDUCATION

By: Susan Press
Susan Press
School Business Administrator

By: Barbara Walter
Barbara Walter, President
Board of Education

ATTEST:

By: Susan Press
Susan Press
School Business Administrator

By: Charles M. Shadow
Dr. Charles M. Shadow
Superintendent of Schools

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