

**AMENDED EMPLOYMENT CONTRACT**

**THIS CONTRACT** is made as of the 25<sup>th</sup> day of January, 2022, by and between the **NORTH HUNTERDON-VOORHEES REGIONAL HIGH SCHOOL DISTRICT BOARD OF EDUCATION** in the County of Hunterdon (“Board”), and **JEFFREY BENDER** (“Superintendent”).

**WHEREAS** the Board desires to employ the Superintendent as the chief education officer of the North Hunterdon-Voorhees Regional High 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 district’s 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 and the Superintendent previously agreed he would be employed as Superintendent of Schools for a three (3) year term from July 1, 2019, through June 30, 2022, and further subsequently agreed to salary increases for the 2020-2021 and 2021-2022 school years; and

**WHEREAS** the Board provided prior notification to the Superintendent of its intention, and took action at a public meeting held on January 25, 2022, authorizing the extension of Superintendent’s contract from a three (3) year term to a four (4) year term in accordance with the terms herein; and

**WHEREAS** the Interim Executive County Superintendent of Schools provided written approval for this Agreement; and

**NOW, THEREFORE**, in consideration of the following mutual promises and obligations, the parties agree as follows:

**ARTICLE I**  
**EMPLOYMENT**

The Board and Superintendent previously agreed he would be employed as Superintendent of Schools for a three (3) year term from July 1, 2019, through June 30, 2022, and further subsequently agreed to salary increases for the 2020-2021 and 2021-2022 school years. The Board hereby agrees to extend the Superintendent's contract for an additional year covering the period from July 1, 2022, to June 30, 2023, so that his amended contract will run for a four (4) year term, from July 1, 2019, through June 30, 2023.

**ARTICLE II**  
**CERTIFICATION**

The parties acknowledge that the Superintendent possesses a standard administrative certificate and school administrator endorsement from the New Jersey Department of Education, which certificate and endorsement are required in order for him to serve as Superintendent. 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.

**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 job description adopted by the Board, applicable to the position of Superintendent of Schools, is incorporated by reference into this Contract.

B. To devote the Superintendent's full time, skills, labor, and attention to this employment during the term of this Contract. The Superintendent agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without written permission of the Board. 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 assume the responsibilities 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. To non-renew personnel pursuant to *N.J.S.A. 18A:27-4.1*, and to provide to any employee a written statement of reasons for non-renewal upon proper request.

E. To study and make recommendations with respect to all criticisms and complaints which the Board, either by committee or collectively, shall refer to him; and to contact the Board's attorney for legal assistance as the need arises in carrying out his duties.

F. To assume responsibility for the administration of the affairs of the school 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.

G. To 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 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), and shall serve as advisor to the Board on all matters affecting the school district.

H. To suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well being of the school district.

I. 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 Board shall not substantially increase the duties of the Superintendent by assigning him the duties or responsibilities of another position unless the parties agree upon additional compensation commensurate with such assignment 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. 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. The Board and the Superintendent previously agreed he would receive an annual salary of one hundred seventy-eight thousand one hundred eighty-three dollars (\$178,183.00) for the 2019-20 school year, and one hundred eighty-three thousand five hundred twenty-eight dollars (\$183,528.00) for the 2020-2021 school year. The Board and Superintendent further agree Superintendent be paid an annual salary of one hundred eighty-nine thousand thirty-three dollars and eighty-four cents (\$189,033.84) for the 2021-2022 school year, in semi-monthly installments, in accordance with the Board's payroll policies and procedures, which salary represents a three (3%) increase over the Superintendent's previous salary, and such increase shall be retroactive to July 1, 2021. 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. Effective July 1, 2022, the Superintendent's salary for the remainder of the term of this Contract shall be negotiated between the Board and the Superintendent and approved by the Interim Executive County Superintendent, but shall not be less than the salary paid to him in the previous year. The Board agrees to review the Superintendent's salary before the conclusion of the 2021-2022 school year. The parties agree that future salary determinations by the Board will be based on merit and the performance evaluation described in Article V below, and will be subject to the approval of the Interim County Executive County Superintendent.

2. Merit Bonuses.

For each year of the term of this Contract, the Superintendent may receive a merit bonus in addition to his annual base salary. The merit bonus will be based upon his achievement of qualitative and/or quantitative merit criteria. No later than September 1 of each relevant year, the Board and Superintendent shall meet and select up to three (3) quantitative and/or two (2) qualitative merit criteria and identify the data that will form the basis of measuring the achievement of the merit criteria, which shall be submitted to the Interim Executive County Superintendent no later than September 30 of each year of the contract for approval. Upon the Interim Executive County Superintendent's approval of the merit criteria, the criteria shall be reflected in an addendum to this Contract. In the event the Interim Executive County Superintendent disapproves any criterion, the parties shall agree on a new one and resubmit it for approval. The Superintendent shall receive a merit bonus in amount up to 3.33% of his annual base salary for each quantitative merit

criterion achieved and up to 2.5% of his annual base salary for each qualitative merit criterion achieved. The maximum annual merit bonus the Superintendent may receive is 14.99% of his annual base salary.

Following the conclusion of each school year, the Board shall submit a resolution to the Interim Executive County Superintendent certifying the merit criteria that have been satisfied and shall await confirmation of the satisfaction of each criterion from the Interim Executive County Superintendent. The Board shall pay the merit bonus, if any, within thirty (30) days of the Interim Executive County Superintendent's confirmation that the merit criteria have been satisfied. This provision shall survive the expiration and/or termination of this Contract.

3. Salary upon Extension of Contract. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight July 1, 2023 (after the final day of this Contract) unless the parties have agreed to a contract extension and that extension has been approved by the Interim County Executive County Superintendent. The terms of the extension will govern all increases to take effect July 1, 2023 and thereafter. Any renewal, extension, or modification of this Contract shall comply with the notice provisions of L.2007, c. 53, the School District Accountability Act and N.J.A.C. 6A:23A-3.1, *et seq.*

4. No Reduction in Salary/Compensation. During the term of this Employment Contract, including any extension hereof, the Superintendent shall not be reduced in compensation and/or benefits except as otherwise provided by law.

B. Sick Leave.

1. The Superintendent shall be entitled to 12 days of paid sick leave annually. All unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. Upon retirement with a minimum 12 years continuous service in the district, unused sick days, other than unused sick leave bank days, will be reimbursed at the rate per day of 1/260 times the annual salary in effect in the year in which each such day has been accumulated. Reimbursement for sick days shall be consistent with the law in effect at the time this Contract is signed. Such payment shall not exceed \$15,000.00, 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.

2. Sick Leave Bank: The parties acknowledge that, upon commencement of his employment, the Board provided the Superintendent with a sick leave bank of twenty (20) sick days, available for the Superintendent's use in the event he exhausts his earned sick leave days. The parties further acknowledge that those 20 sick days in the sick leave bank shall not be available for compensation upon the Superintendent's retirement.

C. Professional Membership and Professional Development. The Superintendent shall be entitled to membership, at the Board's expense, for professional dues in the following professional associations: NJASA, AASA, the Hunterdon County Association of School Administrators, and/or other organizations deemed important by the Superintendent and the Board. Such payment shall comply with all applicable provisions of state and federal statutory and regulatory provisions and guidance, and with Board policy. The Superintendent shall be entitled to attend the annual NJSBA Workshop and NJASA Spring Conference, and he may attend

additional state or national conferences if approved by the Board. Reimbursement or payment for such expenses shall be made in accordance with all applicable provisions of state and federal statutory and regulatory provisions and guidance, and in accordance with board policy.

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

E. Health Benefits:

1. The Board shall provide the Superintendent with individual or family health benefits coverage, at his option. Pursuant to applicable law and regulation, the employee shall contribute an amount toward payment of premiums. The Superintendent shall contribute toward the premium costs an amount calculated in the same manner as the contribution amounts required of all other unaffiliated staff employed by the Board. The premium shall be paid by the Superintendent through payroll deduction. An IRS Code Section 125 account shall be made available for such contributions. The Board also agrees to offer a flexible spending account under Section 125 of the IRS Code, to which the maximum contribution shall be four hundred dollars (\$400.00) per year.

2. If the Board's combined medical and prescription drug plan's premiums exceed the threshold of the Patient Protection and Affordable Care Act's Cadillac Tax (if and as implemented) and such tax is therefore incurred by the Board, the dollar value of such tax incurred by the board and attributable to the Superintendent's benefits will be deducted from the Superintendent's salary for the entire time in which such tax is incurred; and the Superintendent hereby authorizes such deduction from his pay.

F. Vacation Leave:

1. The Superintendent shall be entitled to an annual vacation of 22 work days per year. All of the vacation days shall be available for the Superintendent's use on July 1<sup>st</sup> of each year of the Contract.

2. The Superintendent shall take vacation time after giving the Board President reasonable notice, and during the school year he shall take vacation time only with prior approval of the Board President. Not more than fifteen (15) days per year shall be taken when school is in session. The remaining days shall be taken when school is not in session, such as during the summer, winter recess, or spring recess. Should the Superintendent use unearned vacation days and then leave the employ of the Board prior to earning those days, he shall reimburse the Board through a payroll deduction of the value of the days so utilized.

3. The Board encourages the Superintendent to take his full vacation allotment each year; however, up to ten (10) vacation days may be carried over by the Superintendent from year to year. All days carried over must be used in the next year, or those days not taken will be forfeited.

4. Upon separation from employment, the Superintendent shall be paid for any earned but unused vacation time, up to ten (10) days, at the Superintendent's daily rate of pay at the rate in effect in the year in which the time is accumulated, based upon a 260-day work year. In the event that this Contract is terminated prior to its expiration, unused vacation time accumulated during the then-current year shall be calculated on a pro-rated basis of 1.83 days accrued per month. The Board shall make any such payment within thirty (30) days following the Superintendent's 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. In the event of the Superintendent's death, payment for his unused accumulated vacation days shall be made to his estate.

G. Holidays. The Superintendent shall be entitled to the paid holidays listed herein, provided that the Board shall have the right in its sole discretion to establish the school calendar, designate paid holidays for all staff including the Superintendent, and cancel any holiday, except as otherwise provided by law: Independence Day; Labor Day, Teachers Convention (2 days), Thanksgiving (2 days), Martin Luther King Day, Presidents Day, Memorial Day.

H. Personal Leave. The Superintendent shall be entitled to three (3) personal days per year, with full pay, to attend to personal business during the work day. Personal days may be taken during the school year with prior approval of the Board President. As much advance notice as possible of the request to take personal time will be given. Personal days shall be non-cumulative and non-reimbursable.

I. Bereavement Leave. The Superintendent shall be entitled to five (5) days of leave per incident, without loss of pay, due to the death of his spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, or other member of the immediate household.

J. Documentation of Leave. The Superintendent shall be responsible for following established Board policies and procedures for documenting sick leave, vacation, personal and bereavement leave. The Board President and the Superintendent shall periodically review records of leave taken by the Superintendent to verify their accuracy.

K. Transportation. In lieu of reimbursement for mileage for use of his personal vehicle for Board business, the Board shall pay a monthly stipend in the gross amount of one hundred dollars (\$100.00) to cover the cost of use of his personal vehicle.

L. Professional Liability. 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 or in his official capacity as agent and/or employee of the Board, provided the incident, which is the subject of any such demand, claim, suit, action or legal proceeding, arose while the Superintendent was acting within the scope of his employment.

M. Electronic Devices. The Board shall provide the Superintendent with a cell phone and with a ChromeBook or similar device for school district business use in accordance with Board policies and procedures with respect to such devices.

## **ARTICLE V** **ANNUAL EVALUATION**

A. 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 the views of a majority of the Board. Prior to its placement in his personnel file, a copy of the evaluation shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The evaluation 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.

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 evaluation in question. On or before July 1 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.

B. No later than July 1, 2022, the parties shall meet to establish the district's goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated, as hereinafter provided. On or before July 1 of each succeeding school year, the parties will meet to establish the district's goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described.

## **ARTICLE VI** **TERMINATION**

A. This Contract shall terminate and the Superintendent's employment will cease under any 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) dismissal or reduction in compensation pursuant to N.J.S.A. 18A:17-20.2;
- (4) forfeiture under N.J.S.A. 2C: 51-2;
- (5) information obtained by the Board indicates that the Superintendent has been the subject of a child abuse or sexual misconduct investigation, unless such investigation resulted in a finding that the allegations were false or were not substantiated, or that Employee has been disciplined, discharged, nonrenewed, or asked to resign, or has resigned or separated from service while allegations of child abuse or sexual misconduct were pending or under investigation or due to an adjudication or finding of child abuse or sexual misconduct, or has had a license or certificate suspended, surrendered, or revoked while allegations of child abuse or sexual misconduct were pending or under investigation or due to an adjudication or finding of child abuse or sexual misconduct.
- (6) mutual agreement of the parties;
- (7) notification in writing by the Board to the Superintendent, on or before March 2, 2023 (One Hundred Twenty (120) days before June 30, 2023), of the Board's intent not to renew this Contract; or
- (8) misrepresentation of employment history, educational and professional credentials, or 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 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.

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 of resignation delivered to the Board Secretary.

E. The Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by paragraphs A, B, or C above or 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.

**ARTICLE VII**  
**RENEWAL - NON RENEWAL**

Subject to the review and approval of the Executive County Superintendent, this Employment Contract shall automatically renew for a term of four (4) years, expiring June 30, 2027, unless either of the following occurs:

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

B. the Board notifies the Superintendent in writing, by March 2, 2023 (One Hundred Twenty (120) days before June 30, 2023), 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.

**ARTICLE VIII**  
**PERSONNEL RECORDS**  
**BOARD DISCUSSION OF SUPERINTENDENT'S EMPLOYMENT**

A. 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.

B. No material derogatory to the Superintendent's conduct, service, or character 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 shall in no way indicate agreement with the contents thereof. The Superintendent shall also have the right to submit a written answer to such material.

C. The Board shall not hold any discussions that may adversely affect the Superintendent's employment unless the Superintendent is given written notice at least 48 hours in advance and the opportunity to address the Board in closed session. The Board shall not hold any such discussions in public session unless the Superintendent requests that such discussion be held in public session pursuant to the Open Public Meetings Act.

**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 shall not be 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 Contract and the provisions of any Board policy or any permissive federal or state law, the terms of this Contract shall take precedence over the contrary provisions of any such Board policy or any such permissive federal or state law, unless otherwise prohibited by law.

**ARTICLE X**  
**COMPLETE AGREEMENT**

This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties. Any modification of the Contract will be submitted to the Executive County Superintendent for review and approval.

This Contract replaces and supersedes all prior employment contracts between the parties hereto. Signature on this contract constitutes assent to rescission of any and all prior contracts and agreement to the terms herein.

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

**JEFFREY BENDER**

**NORTH HUNTERDON-VOORHEES  
REGIONAL HIGH SCHOOL DISTRICT  
BOARD OF EDUCATION**

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By: Jessica Viotto, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESS:

WITNESS:

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