

AMENDED CONTRACT OF EMPLOYMENT

THIS AGREEMENT is made as of the 25th day of January, 2022 by and between the North Hunterdon-Voorhees Regional High School District Board of Education (“Board”), with an address at 1445 State Route 31, Annandale, New Jersey 08801, and Dr. Richard Bergacs (“Dr. Bergacs”).

WHEREAS Dr. Bergacs has been employed by the Board since 1999; and

WHEREAS the Board has offered Dr. Bergacs the position of Assistant Superintendent; and

WHEREAS Dr. Bergacs has furnished the Board with evidence of 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. Bergacs have considered the terms of his employment and have agreed to the terms and conditions set forth herein; and

WHEREAS after receipt of written approval of this agreement by the Interim Executive County Superintendent, the Board took action at a public meeting held on January 25, 2022, authorizing the appointment of Dr. Bergacs as Assistant Superintendent in accordance with the terms herein; and

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

ARTICLE I

EMPLOYMENT

A. The Board agrees to employ Dr. Bergacs as Assistant Superintendent for the period (retroactive to) July 1, 2021, through June 30, 2022. Dr. Bergacs shall have no right to continued employment in the position of Assistant Superintendent after the expiration of the term of this Contract.

B. Dr. Bergacs shall be paid salary in the gross amount of one hundred eighty-nine thousand six hundred forty-eight dollars (\$189,648.00), in semi-monthly installments, in accordance with the Board's payroll policies and procedures, which salary represents a three (3%) increase over Dr. Bergacs' previous salary and such increase shall be retroactive to July 1, 2021. The Board and the Assistant Superintendent may amend the contract at a later date within the life of this contract to provide a mutually agreed upon salary increase. Any increase in salary will be submitted as an amendment to the contract, which is subject to a public hearing, and the amended contract must be approved by the Executive County Superintendent.

ARTICLE II

DUTIES

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

A. To faithfully perform the duties of Assistant Superintendent 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 adopted by the Board in the future, and in accordance with the job description for the position of Assistant Superintendent, which is incorporated by reference herein.

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

C. To attend appropriate professional meetings and conferences as a representative of the Board. The expenses incurred by Dr. Bergacs in connection with such meetings shall be reimbursed in accordance with the provisions of this Contract, Board policy and applicable law.

ARTICLE III

BENEFITS IN ADDITION TO SALARY

A. Dr. Bergacs shall receive 12 sick days annually. Unused sick days leave shall be cumulative in accordance with the provisions of N.J.S.A. 18A:30-1 *et seq.* In the event of extended illness or disability which requires a prolonged absence beyond the number of sick days he may have accumulated, Dr. Bergacs may apply to the Board pursuant to N.J.S.A. 18A:30-6 for extended sick leave for a period not to exceed 30 additional work days. The Board will not unreasonably deny such an application provided that Dr. Bergacs's need for a prolonged absence is adequately supported by certification of a medical practitioner.

B. Upon retirement from the North Hunterdon-Voorhees Regional High School District, Dr. Bergacs will receive payment for unused accumulated sick days in an amount equivalent to one day's pay, calculated at the rate of 1/260th of his annual salary, for each two unused sick days which he will have accumulated as of the effective date of retirement, up to a maximum of fifteen thousand dollars (\$15,000.00). Payment of this amount shall be a non-elective employer contribution to the Board's Section 403(b) retirement plan. Monies will be contributed to the plan by the Board on behalf of

Dr. Bergacs in five equal installments, one in each of the five years following his retirement, each in an amount up to the maximum allowed by law. Funds will be held by the Board until such time as each annual contribution becomes due, and Dr. Bergacs shall have no right to or interest in such funds until payment is due. In the event of Dr. Bergacs's death before the date on which the last contribution on his behalf becomes due, no further contributions shall be made on his behalf pursuant to this provision. No payment shall be made pursuant to this provision to Dr. Bergacs's estate or beneficiaries under a will. Further, this benefit shall be suspended in the event that charges against Dr. Bergacs have been forwarded to the Commissioner of Education and shall be forfeited if such charges are upheld.

C. Dr. Bergacs will be entitled to three personal days each year, and if not used, they may be rolled over each year into sick days.

D. Dr. Bergacs will be entitled to up to five days at any time in the event of death of his parent, spouse, child, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, or other member of the immediate household. Additional emergency leave may be approved by the Superintendent.

E. Dr. Bergacs 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.

F. Dr. Bergacs may periodically request approval to attend professional conferences as Assistant Superintendent and as a representative of the Board. 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 Boards Association Workshops.

G. Dr. Bergacs shall be entitled to an annual vacation of 23 working days per year in addition to the holidays given to central office personnel. Dr. Bergacs shall take his vacation time only after giving the Superintendent reasonable notice, except if Dr. Bergacs wishes to take five continuous vacation days, he shall give the Superintendent at least ten days prior notice of his intent to take such vacation. In the event that Dr. Bergacs intends to take three or fewer continuous vacation days, such notice will not be necessary. In accordance with N.J.S.A. 18A:30-9, if vacation time is not taken because of business demands, Dr. Bergacs may carry over up to 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. In the event Dr. Bergacs’s employment relationship with the Board ends, Dr. Bergacs shall be entitled to payment for unused accumulated vacation days to a maximum of \$26,910, equivalent to thirty-eight days.

H. Dr. Bergacs, his spouse and his dependents shall be entitled to receive medical, dental and other health insurance coverages, and shall contribute to those benefits pursuant to applicable law and regulation.

ARTICLE IV

EVALUATION

Dr. Bergacs's performance shall be evaluated by the Superintendent once during the term of this Contract.

ARTICLE V

TERMINATION AND NON-RENEWAL

A. In the event Dr. Bergacs's certification is revoked, this contract shall be null and void as of the date of the revocation. Likewise, if Dr. Bergacs is precluded from performing his duties by any judgment, order or direction of any court of competent jurisdiction or the Commissioner of Education, this contract shall be null and void as of the date of the judgment, order or direction, and Dr. Bergacs's employment shall cease.

B. Dr. Bergacs shall not terminate this agreement except upon giving the Board at least sixty (60) days prior written notice of such termination. Such notice shall be hand-delivered or sent via certified mail, return receipt requested, addressed to the Superintendent.

ARTICLE VI

MISCELLANEOUS

A. The terms and conditions of this contract shall not be modified except by the written consent of both parties hereto. Any modification to the Contract will be submitted to the Executive County Superintendent for review and approval.

B. If any term of this contract is deemed unenforceable or void in accordance with New Jersey law, all other unaffected clauses shall remain in full force and effect. This contract shall be interpreted in accordance with 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 set forth above.

RICHARD BERGACS

NORTH HUNTERDON-VOORHEES
REGIONAL HIGH SCHOOL DISTRICT
BOARD OF EDUCATION

By: Jessica Viotto, President