

AMENDED CONTRACT OF EMPLOYMENT

THIS AGREEMENT is made as of the 24th day of September, 2024 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;

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

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;

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

WHEREAS the Board took action at a public meeting held on August 13, 2024, authorizing the appointment of Dr. Bergacs as Assistant Superintendent in accordance with the terms herein;

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 July 1, 2024, through June 30, 2025. 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 two hundred and eight thousand four hundred forty dollars (\$208,440), in semi-monthly installments in accordance with the Board’s payroll policies and procedures, which represents a three and six tenths percent (3.6%) increase over Dr. Bergacs’ previous salary. 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, mother-in-law, father-in-law, 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 \$29,406, equivalent to thirty-eight days. All payments for unused vacation days will be consistent with then applicable State laws and administrative regulations. In the event of the Administrator's death, payment for the Administrator's accumulated vacation days shall be made to the Administrator's estate.

H. Dr. Bergacs, his spouse and his dependents shall be entitled to receive medical, dental and other health insurance coverages consistent with other district administrators, 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.

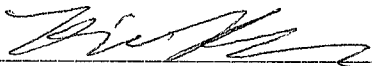
B. Dr. Bergacs shall not terminate this agreement except upon giving the Board at least sixty (60) days prior written notice of such termination. Such notice shall be hand-delivered or sent via certified mail, return receipt requested, addressed to the Superintendent.

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.



Dr. Richard Bergacs

NORTH HUNTERDON-VOORHEES
REGIONAL HIGH SCHOOL DISTRICT
BOARD OF EDUCATION



By: Glen Farbanish, President

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

This Agreement is made and entered into this 24th day of September, 2024 between Dr. Richard Bergacs (hereinafter referred to as “Acting Superintendent”) and the North Hunterdon-Voorhees Regional High School District Board of Education (hereinafter referred to as the “Board” or “District”).

WHEREAS, the Board desires to contract with Dr. Bergacs to serve as Acting Superintendent, and

WHEREAS, Dr. Bergacs desires to contract with the Board to provide Acting Superintendent services,

NOW, THEREFORE, Dr. Bergacs and the Board, for the mutual promises and consideration herein specified, do mutually covenant and agree as follows:

Intent: The Board does hereby engage the professional services of Dr. Bergacs to provide services as Acting Superintendent for the Board. It is the intent of the Board to utilize said Acting Superintendent expertise to meet the present needs of the District.

Term: The Board does hereby engage the services of Dr. Bergacs and Dr. Bergacs agrees to provide Acting Superintendent expertise for the period commencing July 23, 2024 and ending on or about June 30, 2025 with a possible extension based upon mutual written addendum to this agreement. Either party may terminate this agreement with or without cause by providing at least thirty (30) days written notice to the other party.

Certification: Dr. Bergacs warrants that he possesses the School Administrator certificate issued by the New Jersey State Board of Examiners and that said certification is now and shall remain in full force and effect throughout the term of this Agreement.

Duties: The Acting Superintendent shall serve as the temporary Superintendent of Schools of the District for the Board of Education and shall be vested with such duties and responsibilities as are specified in N.J.S.A. 18A and N.J.A.C. 6, 6A and all other applicable laws and regulations and job descriptions pertaining to the functions, responsibilities, power, and authority of a permanent Superintendent of Schools. The parties agree that the Acting Superintendent’s required duties and tasks shall include attendance at all Board and/or committee meetings.

Compensation: The Board shall pay Dr. Bergacs the weekly sum of \$500 (five hundred dollars) for each week he works as Acting Superintendent, which sum shall be added to his Assistant Superintendent compensation. Payment will be made in accordance with the policies of the

Board governing payment of employees in the district as well as state laws and regulations, including OMB circulars in effect.

Benefits: This Agreement supplements Dr. Bergacs' current, Assistant Superintendent Contract of Employment. Under this Agreement, he is not entitled to receive any additional benefits or emoluments, including but not limited to additional vacation leave, health coverage, or sick leave days, beyond those set forth in that other agreement. Nothing in this Agreement is intended to violate the Internal Revenue Code and the associated employee tax regulations under Section 3121.

Professional Meetings: The Acting Superintendent may attend required or necessary meetings to properly represent the Board/District.

Evaluation: The Board is not required by New Jersey Statute or Administrative Code to evaluate Acting Superintendent personnel and shall not be required to do so, regarding the duties under this Agreement, for the duration of this contract.

Equipment, Tools and Technology: Dr. Bergacs shall be provided with equipment, tools and technology needed to facilitate the delivery of service to the District, if so desired. Dr. Bergacs may also utilize and will have access to any equipment, tools and technology that may already exist and be available in the District, which shall remain the property of the Board.

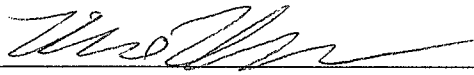
Indemnification: The Board agrees to defend, hold harmless and indemnify Dr. Bergacs, in accordance with N.J.S.A. 18A:16-8 and N.J.S.A. 18A:16-6.1 from any and all demands, claims, suits, actions, and legal proceedings of any kind brought against Dr. Bergacs arising out of providing administrative services as the Acting Superintendent. The Board agrees to cover Dr. Bergacs under the Board's liability insurance. Dr. Bergacs agrees to cooperate fully and to assist the Board with its defense of any actions against Dr. Bergacs and/or the Board.

Miscellaneous: This Agreement incorporates the parties' entire agreement and complete understanding concerning the terms and conditions of Dr. Bergacs' retention by the Board. This Agreement may not be modified or amended in whole or in part except by agreement of both parties and by Board ratification. This Agreement shall be constructed in accordance with the provisions of the laws of New Jersey.

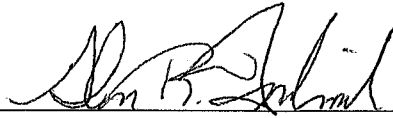
Legal Counsel: Dr. Bergacs acknowledges that he has been informed of his right to be represented by legal counsel regarding the negotiation, development, and approval of this Agreement, and that the Board's legal counsel does not represent Dr. Bergacs in this matter. Once engaged as Acting Superintendent, it is agreed that Dr. Bergacs shall have the right to contact the Board attorney for legal assistance on all matters as the need arises in carrying out his duties as Acting Superintendent.

IN WITNESS THEREOF, the parties hereto have set their hands and seals, or caused this Agreement to be signed by their proper corporate officers, the day, and year first written above.

ACTING SUPERINTENDENT:


Richard Bergacs, Ed.D.

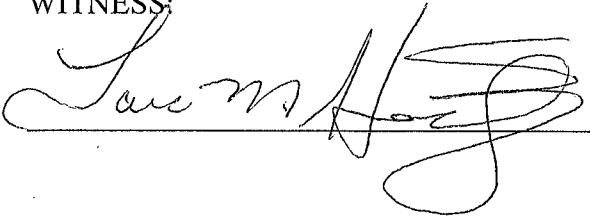
DISTRICT:


BOE President

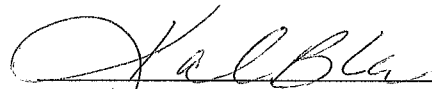
Date: 9/24/24

Date: 9-24-24

WITNESS:



WITNESS:


Board Secretary