EMPLOYMENT CONTRACT

SUPERINTENDENT OF SCHOOLS

THIS EMPLOYMENT CONTRACT is made and entered into this _____ day of _____, 2023 by and between the **BOARD OF EDUCATION OF THE TOWNSHIP OF HARDING**, County of Morris, with offices located at 34 Lee's Hill Road, New Vernon, New Jersey 07976 (hereinafter referred to as the "Board"), and Dr. Matthew A. Spelker (hereinafter Dr. Spelker or "the Superintendent").

WHEREAS, the Board and Dr. Spelker are parties to an employment contract dated July 1, 2020 and ending June 30, 2025.

WHEREAS, the parties have agreed to rescind that contract and enter into a new five (5) year contract commencing on July 1, 2023; and

WHEREAS, the Board and Dr. Spelker wish to embody in this contract the terms and conditions of their agreement;

NOW, THEREFORE, the Board and Dr. Spelker, for the consideration herein specified, agree as follows:

ARTICLE I

EMPLOYMENT TERM

The Board, in consideration of the promises herein contained hereby employs, and the Superintendent hereby accepts employment as Superintendent, for a term commencing July 1, 2023 and ending June 30, 2028.

ARTICLE II

CERTIFICATION

Dr. Spelker represents that he possesses the appropriate certification required to serve in the position of Superintendent of Schools in the State of New Jersey. Should his certification be revoked, this Contract will be null and void.

ARTICLE III

SUPERINTENDENT RESPONSIBILITIES

In consideration of the employment, salary and fringe benefits established hereby, the parties hereby agree to the following duties, including, but not limited to:

A. The Superintendent shall be the chief executive and administrative officer of the Board and shall have general supervision over all aspects, including fiscal operations and instructional programs of the district. He shall faithfully perform the duties of Superintendent in accordance with the Laws of the State of New Jersey, Regulations adopted by the State Board of Education, existing Board Policies and those which are adopted by the Board from time-to-time. The specific job description adopted by the Board, applicable to the position of Superintendent, and which may be amended by the Board from time to time, is incorporated by reference into this contract and shall be followed by the Superintendent.

B. To devote his full time, skills, labor and attention to this employment during the term of this contract. Should the Superintendent wish to engage in any outside employment, the prior written permission of the Board is required.

C. To carry out the duties as may be assigned to him by the Board pertaining to the office of Superintendent and to make reports to the Board as may be required.

D. The Superintendent shall attend regular and special meetings of the Board without additional compensation and any other committee meetings and/or other meetings which are relevant to his job function. These meetings may be scheduled in the early weekday mornings and/or evenings and in special situations, on weekends.

E. The Superintendent shall attend those county, regional and State meetings that are necessary for him to keep informed of current matters affecting the Board.

ARTICLE IV

COMPENSATION

A. Base Salary. The Board shall pay the Superintendent an annual salary of Two Hundred and Twenty-Two Thousand, Three Hundred Seventy-Seven dollars and ninety-one cents ($222,377.91) in year one (1) of this contract. He shall receive a three and three quarter (3.75%) percent increase in each year thereafter. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other administrative staff.

B. Merit Pay. The Superintendent will not receive merit pay during the life of this contract. However, the parties reserve the right to reopen this contract in the future to discuss adding a merit pay component in the future. Any decision to include such merit pay in the contract shall be in the form of a contract amendment which is subject to Executive County Superintendent review and approval.

C. Vacation Leave. The Superintendent shall be granted twenty-five (25) vacation days annually, all of which shall be available to the Superintendent on July 1st of each year, but shall be considered earned on a monthly pro-rata basis. Dr. Spelker shall be permitted to carryover up to ten (10) unused earned vacation days from the 2022-23 school year into this contract. School vacations do not constitute time off for the Superintendent unless he uses his leave time. The Superintendent may carry over up to ten (10) unused vacation days from one year to the next which must be utilized by June 30 of the next

school year or they will be forfeited. The Superintendent shall be permitted to take vacation days upon prior written notice and prior written approval by the Board President, or designee, during the school year. Such approval shall not be unreasonably withheld and shall not result in the Superintendent forfeiting vacation days during any year of this contract. During summer recess, the Superintendent shall use discretion and notify in writing the Board President and Business Administrator of the vacation schedule. The Board, through its Business Administrator, shall be responsible for maintaining written documentation of the Superintendent's earned, used and accrued vacation days.

D. Unused/earned vacation. If this contract is terminated or non-renewed, unused and earned vacation time shall be paid to the Superintendent on a pro-rated basis, up to a maximum of twenty-five (25) days at his per diem rate of pay (based upon a 1/260 work year). Upon the death of the Superintendent, unused but earned accumulated vacation days shall be paid to the Superintendent's beneficiary or estate. Payment for unused accumulated vacation days shall be made within thirty (30) days of the date of separation. If this contract *is* renewed, the Superintendent shall be permitted to carry over (10) unused earned vacation days. In the event the Superintendent terminates the contract upon notice to the Board, the Board shall not prevent the Superintendent from using any remaining vacation days. 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 allotment.

E. Holidays. The Superintendent shall be entitled to the same holidays as is consistent with the Administrative Office operation.

F. Sick Leave. The Superintendent shall be allowed twelve (12) days sick leave annually. The unused portion of such leave, at the end of each school year, shall be cumulative. Upon retirement from a State or locally administered retirement system, the Board shall pay the Superintendent for accumulated, unused sick days at his per diem rate, up to a maximum of Fifteen Thousand Dollars ($15,000.00). Throughout this contract, the per diem rate shall be calculated as 1/260 of his then-current annual salary.

Accumulated unused sick leave compensation shall not be paid to the Superintendent's estate or beneficiaries in the event of death prior to retirement.

G. Personal Leave. The Superintendent shall be granted four (4) days of absence normally for personal matters which require absence during school hours, to be used at the Superintendent's discretion upon prior oral or written notice to the Board President.

H. Bereavement Leave. The Superintendent shall be granted four (4) bereavement days of absence for the death of an immediate family member. An immediate family member is a spouse, child, parent, sibling or in-law of any of the foregoing.

I. Health Insurance. The Board shall provide, as part of the Superintendent's compensation, the following health insurance and the Superintendent shall contribute to the cost of same at Tier 4 in accordance with Chapter 78, *P.L.* 2011.

1. Major Medical/Hospitalization**.** The Board shall provide the Superintendent a medical insurance program with full family coverage through the PPO plan or equivalent provided by the Board.

2. Dental Care. The Board shall provide the Superintendent a dental insurance program with full family coverage through the dental plan provided by the Board.

3. Co-pays & Deductibles. The Superintendent shall be responsible for all co-pays and deductibles.

4. Waiver. If the Superintendent waives the coverage set forth in this section, he shall receive 25% of the premium saved or Five Thousand Dollars ($5,000.00), whichever is greater.

J. Disability Insurance. The Board shall pay the full premium for the Superintendent for the disability insurance plan provided to the other administrators in the District, up to One Thousand Five

Hundred Dollars ($1,500.00) per year. If this contract is terminated early, the Board will pay a pro-rated share of the premium.

K. Reimbursement for Professional Dues/Subscriptions. The Board shall pay for the Superintendent's annual dues in the New Jersey Association of School Administrators, Morris County Association of School Administrators, American Association of School Administrators, District Administrator Leadership Institute and any other organizations deemed important to the Board. The Superintendent may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget. The Superintendent shall follow Board policy in supplying the necessary documentation for any reimbursement.

L. Reimbursement for Professional Conferences. In the absence of compelling circumstances requiring the presence of the Superintendent in the district, the Superintendent may be permitted to annually attend the N.J.A.S.A. conference in May, the N.J.S.B.A. conference in October, the Atlantic City TechSpo conference, and one national education conference. All such reasonable conference costs such as sustenance, lodging, and registration fees, shall be reimbursed subject to the provisions of N.J.S.A. 18A:11-12 and the OMB circulars and regulations. Reimbursement shall occur only upon presentation of a duly executed voucher with supporting documentation. The Superintendent shall be required to give a presentation to the Board of Education at duly convened meeting, following each conference on any workshops, seminars, etc. he attended on how he will utilize and turnkey what he learned to benefit the District.

M. Cell Phone, Data and Internet Access. The Board shall reimburse the Superintendent the sum of Two Hundred and Seventy Five Dollars ($275.00) per month for the use of his cell phone and data plan as well as other internet access.

N. Indemnification. The Board shall defend, hold harmless and indemnify the Superintendent in accordance with the applicable State Law.

ARTICLE V

ANNUAL EVALUATION

A. District Goals and Objectives. Within sixty (60) days of the execution of this contract, or on a mutually acceptable date, 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 prior to August 1st of each succeeding school year, or a mutually acceptable date, 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 effects heretofore described.

B. Evaluation. The Board shall evaluate the performance of the Superintendent at least once per year, on or before July 1. It shall be the Board's responsibility to ensure completion of the annual evaluation of the Superintendent. The Superintendent's annual 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 Board action, a copy shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The annual evaluation shall be based upon the goals and objectives of the district, 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. The Superintendent shall receive a copy of any backup forms utilized in the process. If 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 material instances where the Board deems performance to be unsatisfactory. The Superintendent also shall have the right to respond in writing to the evaluation; this response shall also become a permanent attachment to the Superintendent's personnel file.

C. The final draft of the annual evaluation shall be adopted by the Board by June 30 of each year of this Contract.

ARTICLE VI

RELEASE OF PERSONNEL INFORMATION

The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Acts, 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.

ARTICLE VII

TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated by:

(a) mutual agreement of the parties; or

(b) unilateral termination by the Superintendent upon one hundred and twenty (120) days written notice to the Board; or

(c) notification in writing by the Board to the Superintendent, at least one hundred fifty (150) days prior to the expiration of this contract, of the Board's intent not to renew this contract; or

(d) if the Superintendent's certificate is revoked or suspended, this contract shall automatically terminate and become null and void as of the date of the revocation or loss of certification; or

(e) tenure dismissal for unbecoming conduct, incapacity, inefficiency or other just cause in accordance with N.J.S.A. 18A:6-10 and N.J.S.A. 18A: 17-15 *et seq.*

The Superintendent shall notify the Board, in writing, of its obligations set forth in paragraph (c) thirty (30) days prior to the notification obligation. This section shall in no way impair the Board's obligation to timely notify the Superintendent in accordance with this Contract.

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. Any modifications to this contract must have prior approval of the Executive County Superintendent.

ARTICLE IX

CONFLICTS

In the event of any conflict between the terms, conditions and provisions of this contract and the provisions of the Board's policies or any permissive federal or State law, the terms of this 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

SAVINGS CLAUSE

If, during the term of this contract, it is found that a specific clause of the contract is illegal in federal or State law, the remainder of this contract not affected by such a ruling shall remain in force.

ARTICLE XI

COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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

SUPERINTENDENT	BOARD OF EDUCATION OF THE HARDING TOWNSHIP SCHOOL DISTRICT
_____	_____
Dr. Matthew A. Spelker	Davor Gjivoje, Jr. Board President
Date: _____	Date: _____
WITNESS:	WITNESS:
_____	_____