STATE OF NEW JERSEY
DEPARTMENT OF EDUCATION
BERGEN COUNTY OFFICE
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PHILIP D. MURPHY, *GOVERNOR*
TAHESHA L. WAY, *LT. GOVERNOR*

KEVIN DEHMER, *ACTING COMMISSIONER*
LOUIS DeLISIO, *EXECUTIVE COUNTY SUPERINTENDENT*

May 14, 2024

Ms. Sue Anne Mather
Business Administrator/Board Secretary
Northern Highlands Regional High School District
298 Hillside Avenue
Allendale, NJ 07401

Re: Superintendent Employment Contract

Dear Ms. Mather:

In accordance with N.J.A.C. 6A:23A-3.1 and N.J.S.A. 18A:7-8(j), I have reviewed the employment contract for Dr. Scot Beckerman, Superintendent, Northern Highlands Regional High School District. The provisions of this contract are in compliance with the regulations. This contract is approved for the period commencing on July 1, 2025, through June 30, 2028.

If there are any changes to the terms of this contract, you will need to submit it to the Executive County Superintendent for review and approval prior to the required public notice and hearing of such changes. *When the "approved" contract is fully executed, please provide a copy to the County Office with a copy of the Board Resolution approving the contract.*

Sincerely,

Louis DeLisio
Executive County Superintendent

LD/laf

c: Dr. Scot Beckerman, Superintendent
Board President (Letter ONLY)
Board Attorney

EMPLOYMENT CONTRACT

THIS AGREEMENT is made this 3rd day of June 2024, between the **NORTHERN HIGHLANDS REGIONAL BOARD OF EDUCATION** (hereinafter "Board") and **DR. SCOT BECKERMAN** (hereinafter "Dr. Beckerman" or "Superintendent"). This Employment Contract replaces and supersedes all prior employment contracts between the parties hereto. Execution of this Contract by the parties constitutes assent to the rescission of any and all prior contracts, as well as agreement to the terms herein.

WHEREAS, the Board desires to retain the services of Dr. Beckerman as Superintendent for the District and Dr. Beckerman has agreed to serve in this capacity; and

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

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

APPROVED

1. EMPLOYMENT TERM

The Board hereby employs Dr. Beckerman as Superintendent for a term commencing on July 1, 2025 and ending at the close of business on June 30, 2028.

2. SUPERINTENDENT RESPONSIBILITIES

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 Law 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 is incorporated by reference into this contract and shall be followed by the Superintendent.

B. The Superintendent shall devote his full time, skills, labor and attention to this employment during the term of this contract.

C. The Superintendent shall 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 extenuating situations, on weekends.

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

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3. CERTIFICATION

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

4. COMPENSATION

A. Salary: The Board shall pay the Superintendent an annual salary as detailed in the table below:

	Year 1 2025-2026	Year 2 2026-2027	Year 3 2027-2028
Salary	$252,304	$260,378	$268,710

This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other administrative staff. This amended contract only differs from the previous contract in terms of the Total Annual Salary amount, which is adjusted in part due to the elimination of the previously negotiated merit bonuses. Under this Agreement, the Superintendent shall not be eligible for any merit bonus payments.

5. VACATION

A. Dr. Beckerman shall be granted twenty-five (25) vacation days annually, all of which shall be available to the Superintendent on July 1 of each year.

B. School vacations do not constitute time off for the Superintendent unless he uses his vacation or personal days.

C. The Superintendent may carry-over up to a maximum of ten (10) vacation days for use in the following year. If the carried-over days are not used by the end of the school year, such days are forfeited (except in the final year of the Contract). Upon separation from service, if the Superintendent has unused and earned vacation days, he will be compensated for his unused vacation days based upon his per diem rate for the year in which the vacation day(s) was earned. (Per-diem is calculated of 1/260 of the annual base salary). The maximum amount of days for which he can be compensated is thirty-five (35) days.

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D. In the event that the Superintendent dies during the term of this Contract, any payments to which he is entitled for unused vacation days shall be payable to the Superintendent's estate.

6. HOLIDAYS

The Superintendent shall be entitled to time off, with pay, for the following holidays: Labor Day, Rosh Hashanah, Yom Kippur, NJEA Convention, Thanksgiving, the day after Thanksgiving, December 24, 25, and 26, December 31, January 1, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, and July 4, unless school is in session.

7. SICK LEAVE

A. 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, the Board shall pay the Superintendent for accumulated, unused sick days at his per diem rate, up to a maximum of $15,000.00. Throughout this contract, the per diem rate shall be calculated as 1/260 of his then-current annual salary.

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8. PERSONAL LEAVE

The Superintendent shall be granted three (3) days of absence with pay normally for personal matters which require absence during school hours, to be used at the Superintendent's discretion.

9. OTHER LEAVES OF ABSENCE

Temporary leave of absence with pay will be granted for:

A. Time necessary for jury duty, less any compensation received from jury duty.

B. Up to five (5) work days at any one time for the death of one of the Superintendent's immediate family members. "Immediate family member" shall be defined as the Superintendent's spouse, domestic partner [N.J.S.A. 26:8A-3], civil union partner [N.J.S.A. 37:1-29], child, mother, father, sister, brother, grandparent, mother-in-law, and father-in-law.

C. Up to one (1) bereavement day for each death of other relatives not included in the above definition of immediate family member.

10. HEALTH INSURANCE

The Board shall provide the Superintendent with the same medical/dental insurance as is provided to other District Administrators. The Superintendent shall contribute towards healthcare in accordance with applicable law. The premium shall be paid by the Superintendent through payroll deduction. Employee Contributions shall be capped at a maximum contribution rate of 26%. Should the Superintendent waive his health insurance, he shall be entitled to 25% of the amount saved by the Board as result of the waiver or $5000.00,

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whichever is less.

11. LAPTOP/TABLET

The Board shall provide the Superintendent with a laptop computer and/or an Apple tablet for business related purposes and for reasonable personal use. These devices shall remain the property of the Board.

12. REIMBURSEMENT FOR PROFESSIONAL DUES

The Board shall pay for the Superintendent's annual dues in the New Jersey Association of School Administrators, Bergen County Association of School Administrators and the American Association of School Administrators. The Superintendent shall follow Board policy in supplying the necessary documentation for reimbursement.

13. PROFESSIONAL DEVELOPMENT

The Superintendent may attend, at Board expense, the New Jersey School Boards Association Annual Workshop and well as one annual conference sponsored by New Jersey Association of School Administrators. Subject to prior approval of the Board, the Superintendent may attend such other State and National conferences, as are related to his position in the District and which are deemed to be fiscally prudent. All such reasonable conference costs 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.

14. INDEMNIFICATION

The Board shall defend, hold harmless and indemnify the Superintendent in

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accordance with the applicable State Law.

15. 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 before June 1 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.

16. EVALUATION

The Board shall evaluate the performance of the Superintendent at least once per year, on or before July 1 or as soon thereafter as possible. 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 Superintendent and 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.

In the event that the Board determines that the performance of the Superintendent

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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 the first day of each school year, or on an alternate mutually acceptable date, 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 next succeeding school year, in the same manner and with the same effects heretofore described.

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17. CRIMINAL HISTORY BACKGROUND CHECK

The Superintendent shall provide evidence of criminal history background clearance prior to the commencement of employment with the Board.

18. RIGHT TO LEGAL COUNSEL

The Superintendent acknowledges that he has been informed of his right to be represented by legal counsel regarding to negotiation, development, and approval of this Contract and that the Board's legal counsel does not represent him in the matter. However, the Superintendent shall have the right to contact the Board attorney for legal assistance, and to rely on the advice given, on all other matters as the need arises in carrying out his duties.

19. TERMINATION OF EMPLOYMENT CONTRACT

This Contract may be terminated by:

(a) mutual agreement of the parties; or

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

(c) notification in writing by the Board to the Superintendent, at least Three Hundred and Sixty-Five (365) days prior to the expiration of this Contract, of the Board's intent not to renew this contract; or

(d) in the event that 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) Dismissal for unbecoming conduct, incapacity, inefficiency or other just cause in accordance with N.J.S.A. 18A:6-10 et seq. and N.J.S.A. 18A:17-15, et seq.

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20. 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.

21. 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.

22. NEW JERSEY LAW

This Contract shall be construed in accordance with the provisions of the laws of New Jersey.

23. PERSONNEL FILE

The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act, codified at N.J.S.A. 47A:101, et seq., the Right to Know Law 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. All information related to the Superintendent's performance, evaluation or any discipline which the public is not otherwise entitled to access under law is deemed confidential and shall not be released to the public absent a written release by the Superintendent, or by a lawful order of a court of competent jurisdiction, or pursuant to a rule of a court of competent jurisdiction. The Superintendent shall have the right, upon request of the Board President, 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 his during such review.

No material derogatory to the Superintendent's conduct, service, character or personality shall be placed in his personnel file unless he has had an opportunity to review the material prior to its inclusion in his file. 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 in no way indicates the agreement with the contents thereof. The Superintendent shall also have the right to submit a written answer to such material.

APPROVED

24. 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.

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

NORTHERN HIGHLANDS REGIONAL BOARD OF EDUCATION

By: Christine Ferrarie
Christine Ferrarie, Board President

Dated: 6/3/24

WITNESS:

Sue Anne Mather
Sue Anne Mather, Bd. Sec./Bus. Admin.

Dated: 6/3/24

Dr. Scot Beckerman

Dated: 6/3/24

WITNESS:

Pamela Frey

Dated: 6/3/24

APPROVED