

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT is made and entered into this _____ day of _____, 2021 by and between the **WATCHUNG HILLS REGIONAL BOARD OF EDUCATION**, County of Somerset, with offices located at 108 Stirling Road, Warren, New Jersey 07059 (hereinafter referred to as the "Board"), and Dr. Elizabeth Jewett (hereinafter Dr. Jewett or "the Superintendent").

WHEREAS, the Board and Dr. Jewett are parties to an employment contract dated July 1, 2017 through June 30, 2022; and

WHEREAS, the parties have agreed to rescind that contract and enter into a new five (5)-year contract commencing on July 1, 2021; and

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

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

1. EMPLOYMENT TERM

The Board hereby employs Dr. Jewett as Superintendent for a term commencing on July 1, 2021 and ending at midnight on June 30, 2026.

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. She 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 her 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 her 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 her

EJ Initials _____

RM Initials _____

job function. These meetings may be scheduled in the early weekday mornings and/or evenings and in special situations, on weekends.

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

3. CERTIFICATION

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

4. COMPENSATION

The Board shall pay the Superintendent an annual salary of Two Hundred and Seventeen Thousand and Four-Hundred and Forty-Four Dollars (\$217,444.00) in the first year of this contract. The Superintendent shall be entitled to a 2% salary increase for each subsequent year of this employment contract. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other administrative staff.

5. VACATION

- A. Dr. Jewett shall be granted twenty-three (23) 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. Should the Superintendent use unearned vacation days and then leave the employ of the Board prior to earning those days, she shall reimburse the Board through a payroll deduction the value of the days utilized.
- B. School vacations do not constitute time off for the Superintendent unless she uses her vacation or personal days.
- C. The Superintendent may not carry-over any vacation days for use in the following year. However, pursuant to *N.J.S.A. 18A:30-9* in the event the Superintendent is unable to take all vacation day in any given year due to a state of emergency declared by the Governor, then she may carry over the unused days into the subsequent year. Any days unused in the subsequent year shall expire.
- D. There shall be no payment for unused vacation days. Moreover, should this Contract be terminated pursuant to Paragraph 22 (d) and/or (e), below, there shall be no payment for unused, accumulated 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.

- E. In the event that the Superintendent dies during the term of this Contract, any payments to which she 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 all holidays provided by the Board for twelve (12)-month employees.

7. 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 the District and the TPAF, the Board shall pay the Superintendent for accumulated, unused sick days at her per diem rate (1/260 of annual salary), up to a maximum of \$15,000.00.

8. PERSONAL LEAVE

The Superintendent shall be granted six (6) days of absence with pay normally for personal matters which require absence during school hours, to be used at the Superintendent's discretion. Personal days that are unused in any year shall not convert to sick days.

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 medical insurance (Open Access POS Plan - Direct Access or equivalent) and dental benefits coverage (Delta - NJDSP or equivalent) at Board expense, subject to the Superintendent paying all applicable co-pays and deductibles. In addition, the Superintendent shall pay the premium contribution costs for all such coverages set forth in Chapter 78, P.L. 2011 (passed as Senate No. 2937) and implementing regulations at Tier 4. The premium shall be paid by the Superintendent through payroll deduction. The Superintendent may, at her option, enroll in any plan offered under P.L.2020, ch. 44.

11. DISABILITY INSURANCE

The Board shall pay the premium, up to \$1,500.00 per year, for the Superintendent for the disability insurance plan.

12. JOB-RELATED EXPENSES

Dr. Jewett shall be reimbursed for official travel at the approved State of New Jersey mileage rate, in accordance with current law and New Jersey Office of Management and Budget (NJOMB) circulars. This shall not include regular daily commuting to and from work. The Superintendent shall supply the requisite documentation when seeking reimbursement.

13. LAPTOP/PHONE/TABLET

The Board shall provide the Superintendent with a laptop computer, tablet, and mobile phone device with data plan for business-related purposes and for reasonable personal use. These devices shall remain the property of the Board.

14. REIMBURSEMENT FOR PROFESSIONAL DUES

The Board shall pay for the Superintendent's annual dues in the New Jersey Association of School Administrators, Somerset County Association of School Administrators, American Association of School Administrators, and for the Seton Hall Study Council (or such equivalent organizations selected by the Superintendent). The Superintendent shall follow Board policy in supplying the necessary documentation for reimbursement.

15. REIMBURSEMENT FOR CONTINUING EDUCATION FEES

The Board shall pay any State continuing education requirements necessary for the Superintendent to maintain her certification up to \$2,500.00 during the life of this Contract. To the extent that the cost exceeds this amount, the Superintendent will be responsible for the difference.

16. PROFESSIONAL DEVELOPMENT

Dr. Jewett shall be permitted to annually attend a New Jersey Professional Conference related to her duties as Superintendent provided that attendance at such conference does not interfere with her duties as Superintendent. Subject to prior approval of the Board, Dr. Jewett may attend such other State and National conferences, seminars, and workshops as are related to her position in the District and which are deemed to be fiscally prudent. If approved, all such reasonable conference costs including travel,

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 Board shall reimburse the Superintendent up to a maximum of \$4,000.00 per year for any and all conferences attended under this paragraph.

17. INDEMNIFICATION

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

18. 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 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.

19. EVALUATION

The Board shall evaluate the performance of the Superintendent at least once per year, on or before June 30 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 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.

20. RIGHT TO LEGAL COUNSEL

Dr. Jewett acknowledges that she has been informed of her right to be represented by legal counsel regarding the negotiation, development, and approval of this Contract and that the Board's legal counsel does not represent her in the matter. However, Dr. Jewett 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 her duties.

21. TERMINATION OF EMPLOYMENT CONTRACT

This Contract may be terminated by:

- (a) mutual agreement of the parties; or
- (b) unilateral termination by the Superintendent upon ninety (90) days' written notice to the Board; or
- (c) notification in writing by the Board to the Superintendent, at least one-hundred and fifty (150) 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.

22. 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.

23. 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 be affected by such a ruling and shall remain in force.

24. NEW JERSEY LAW

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

25. 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 her personnel file and to receive copies at Board expense of any documents contained therein. She shall be entitled to have a representative accompany her during such review.

No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in her personnel file unless she has had an opportunity to review the material. The Superintendent shall acknowledge that she has had the opportunity to review such material by affixing her 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.

26. 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.

[signature blocks on the next page]