

## CONTRACT OF EMPLOYMENT

This Contract, made this 25<sup>th</sup> day of June, 2018, between

THE BOARD OF EDUCATION OF JEFFERSON TOWNSHIP,  
in Morris County (hereinafter “the Board”)  
with offices located at  
31 State Highway 181  
Lake Hopatcong, New Jersey 07849-9501

and

Jeanne A. Howe, (hereinafter “the Superintendent”)

### PREAMBLE

### WITNESSETH

**WHEREAS**, the Board has determined that it is appropriate to enter into a new formal contractual relationship with Jeanne A. Howe, as the Chief School Administrator of the school district; and,

**WHEREAS**, the Board desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Board believes generally improves the quality of its overall educational program; and,

**WHEREAS**, the Board and the Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools; and,

**WHEREAS**, the Superintendent is the holder of an appropriate certificate as prescribed by the State Board of Education and as required by *N.J.S.A. 18A:17-17*;

**NOW, THEREFORE**, in consideration of the following mutual promises and obligations, the parties agree as follows:

### ARTICLE I

#### Employment

The Board hereby agrees to employ Jeanne A. Howe as Superintendent of Schools for the period of July 1, 2018 through June 30, 2022. The parties acknowledge that this Contract must be approved by the Morris County Executive County Superintendent in accordance with applicable law and regulation.

## ARTICLE II

### Certification

The parties acknowledge that the Superintendent currently possesses the appropriate New Jersey administrative certification and school administrator endorsement attached as Exhibit A.

## ARTICLE III

### Duties

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

- A. To perform faithfully the duties of Superintendent of Schools for the Board and to serve as the Chief School Administrator 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 which are adopted by the Board in the future. The specific job description adopted by the Board, applicable to the position of Superintendent of Schools, is incorporated by reference into this Contract and attached as Exhibit B.
- B. To devote the Superintendent's full time, skills, labor, and attention to this employment during the term of this Contract; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without written permission of the Board. Should the Superintendent choose to engage in such outside activities on weekends, on her vacation time, or at other times when she is not required to be present in the district, she shall retain any honoraria paid. The Superintendent shall notify the Board President in the event she is going to be away from the district on district business for two (2) or more days in any week. Any time away from the district that is not for district business must be arranged in accordance with provisions in this Contract governing time off. The Board recognizes that the demands of the Superintendent's position require her to work long and irregular hours, and occasionally may require that she attend to district business outside of the district.
- C. To assume the responsibilities for the selection, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable Board policies and directives. The Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with *N.J.S.A. 18A:27-4.1*.
- D. To non-renew personnel pursuant to *N.J.S.A. 18A:27-4.1*, and to provide a written statement of reasons for non-renewal upon proper request to the employee.
- E. To study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, shall refer to him. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out her duties.

- F. To assume responsibility for the administration of the affairs of the school district, including but not limited to programs, personnel, fiscal operations, and instructional programs. All duties and responsibilities therein will be performed and discharged by the Superintendent or by staff at the Superintendent's direction.
- G. To have a seat on the Board and have the right to speak, not vote on all issues before the Board in accordance with applicable law. The Superintendent shall attend all regular and special meetings of the Board, (except where a Rice notice has been served upon the Superintendent notifying her that her employment will be discussed in closed session, and the Superintendent had not requested that the meeting be conducted in public, or where the Superintendent has a conflict of interest), and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the school district.
- H. To suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well-being of the school district.
- I. To perform all duties incident to the Office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Superintendent shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations.

## ARTICLE IV

### **Salary and Benefits**

- A. Initial Salary. The Board shall pay the Superintendent an annual salary of \$196,584 dollars, inclusive of a high school stipend of \$5,000, for school years July 1, 2018 through June 30, 2022.

In the event the salary cap regulations expire or are amended, the parties agree to negotiate a salary increase. Any such salary increase shall be reflected in an addendum to this contract and shall be subject to the approval of the Executive County Superintendent. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

- 1. Merit Increases. Annual merit increases may be provided based on the Superintendent's progress toward achieving annual district goals. These performance-based salary increases shall be granted on July 1, 2019, and on July 1st of each subsequent year of this Employment Contract and shall not become part of the base salary for the school year immediately following the evaluation. Written criteria for determining each merit increase shall be set forth in the Superintendent's goals and will be established by September 1st of each school year, or within sixty (60) days of commencing employment, for the next succeeding school year. Both parties will discuss and mutually agree upon a draft of the criteria prior to adoption by the Board

and the approval Morris Executive County Superintendent in compliance with *P.L.2007, c. 53, The School District Accountability Act and N.J.A.C. 6A:23A-3.1, et seq.* The Board and Superintendent shall select up to three (3) quantitative merit criteria and up to two (2) qualitative merit criteria per contract year. The Morris County Executive County Superintendent shall approve or disapprove the selection of quantitative merit and/or qualitative merit criteria and the data that forms the basis of measuring the achievement of quantitative merit and/or qualitative merit criteria. The Superintendent shall receive a merit bonus in amount up to 3.33% of her annual salary for each quantitative merit criterion achieved, and/or a merit bonus in amount of up to 2.5% of annual salary for each qualitative merit criterion achieved. The Board shall submit a resolution to the Morris County Executive County Superintendent certifying that the quantitative merit and/or qualitative merit criterion have been satisfied and shall await a confirmation of the satisfaction of that criterion from the Executive County Superintendent prior to payment of the merit bonus. The goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated. The written criteria established by the parties shall become part of this Contract and incorporated by reference herein.

2. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight June 30, 2022 (the final day of this Contract) unless the parties have agreed to a contract extension and that extension has been approved by the Executive County Superintendent. The terms of the extension will govern all increases to take effect after July 1, 2022. Any renewal, extension, or modification of this Contract shall comply with the notice provisions of *P.L.2007, c. 53, The School District Accountability Act and N.J.A.C. 6A:23A-3.1, et seq.*

B. Health Benefits: Effective the first day of employment, the Board shall provide the Superintendent with full family Dental Insurance (Delta Dental) and full family Health Insurance as any certified staff member would receive from one of the following Cigna plans as delineated in Exhibit C. The Superintendent is subject to the provisions of Chapter 78, PL 2011.

C. Waiver of Insurance: If the Superintendent elects to opt out of medical coverage, the Board of Education shall pay her at the following rate annually:

1) Single	\$1,750
2) Employee/spouse	\$3,500
3) Parent/child	\$3,000
4) Family	\$4,500

D. Professional Membership: The Superintendent shall be entitled to membership, at the Board's expense for professional dues in the following professional associations: New Jersey Association of School Administrators (NJASA), American Association of School Administrators (AASA), Morris County Association of School Administrators (MCASA), and/or other organizations deemed important by the Superintendent and the Board. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences and similar expenses which she may incur while discharging the

duties of Superintendent in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations. (*N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7, et seq.*). Such reimbursement shall comply with all applicable provisions of state and federal statutory and regulatory provisions and guidance, and with board policy. The Superintendent shall be entitled to attend the annual NJSBA/NJASA/NJASBO Workshop and Convention and the annual conference of the NJASA. The Superintendent shall be entitled to attend the annual National NJASA Workshop and Convention. Reimbursement or payment for such expenses shall be made in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations, and Board policy.

- E. Publications: The Superintendent may subscribe to appropriate educational and/or professional publications at an annual limit of \$200.
- F. Sick leave: The Superintendent shall receive fifteen (15) sick days annually. Upon retirement of employment, the Superintendent shall receive within sixty (60) days, compensation for unused sick days at 35% of her current per diem rate during the term of this Agreement in accordance with *N.J.A.C. 6A:23A-3.1* at a maximum of \$15,000.
- G. Vacation Leave:
1. The Superintendent shall be entitled to an annual vacation of twenty-five (25) working days per year. All of the vacation days shall be available for the Superintendent's use on July 1<sup>st</sup> of each year of the Contract.
  2. The Superintendent shall take her vacation time after giving the Board President reasonable notice. School vacations do not constitute time off for the Superintendent unless she uses her leave time. The Superintendent may take vacation days during the school year, upon notice to the Board President. The Superintendent is expected to attend to the business of the district as required for the smooth and efficient operation of the school district. The Superintendent shall document the use of accrued vacation days with the Board Secretary.
  3. The Board encourages the Superintendent to take her full vacation allotment each year; however, not more than ten (10) vacation days may be carried over by the Superintendent from year to year. All days carried over must be used in the next year, or those days not taken will be forfeited. If the Superintendent dies, payment can be made to her estate for unused vacation days.
  4. In the event that the Superintendent's Contract is terminated prior to its expiration, unused vacation time shall be paid on a pro-rated basis of two (2) days accrued per month. In the event this Contract is not renewed, earned but unused vacation time will be paid at the Superintendent's daily rate of pay, based upon a 260 day work year, following her last day of employment. However, at the Board's discretion, should termination or non-renewal occur, the Board reserves the right to require the Superintendent to use her full vacation entitlement.

- H. Holidays and Snow Days: The Superintendent shall be entitled to all holidays granted to all twelve month administrators in the school district. Holidays and snow days shall include the following:
- Independence Day
  - Labor Day
  - NJEA Convention
  - Thanksgiving and the day after Thanksgiving
  - Christmas Eve and Christmas Day
  - New Year's Eve and New Year's Day
  - Good Friday
  - Memorial Day
  - Three Floating Days that may be assigned/unassigned
  - Snow days: do not report to work when schools are closed due to inclement weather.
- I. Personal Days: The Superintendent shall be entitled to five (5) personal days, to attend to personal business during the school day, with full pay during the work year. Personal days may be taken during the school year with the prior permission of the Board President. As much advance notice as possible of the request to take personal time will be given. Personal day usage shall be reflected on time-off slips filed with the Board Secretary. Unused personal days as defined in this Article shall be added to the Superintendent's accumulated sick leave for the ensuing school year. Unused personal days added to unused sick days in a single year may not exceed 15 days as per 18A:30-7.
- J. Family Illness Days: Full pay for not more than five (5) days in each school year shall be paid to the Superintendent for absence due to illness of any member of Superintendent's immediate family living in her household, life partner living in immediate household, or for any member of her immediate family not living in her household for whom a doctor's certificate is provided stating that the employee's presence is required for medical reasons. The immediate family is defined as: spouse, civil union or domestic partner, child, father, mother, father-in-law, mother-in-law, brother and sister.
- K. Bereavement: The Superintendent shall be entitled to the following bereavement leave:
1. Up to five (5) school days at any one time in the event the death of employee's spouse, civil union or domestic partner, child or parent; and
  2. Up to three (3) calendar days at any one time in the event of the death of an employee's son-in-law, daughter-in-law, grandparent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law and grandchild.
  3. One (1) calendar day in the event of the death of a relative outside the employee's immediate family as defined above.
  4. One day from 1 and 2 above, may be reserved by the employee for use within three (3) months of death.
- L. Use of Personal Vehicle: The Superintendent shall be reimbursed for actual mileage when using her personal vehicle for Board business as annually established by the Annual Appropriations Act or the New Jersey Office of Management and Budget, not to exceed \$7,000.

- M. Professional Growth: The Board shall pay for and/or reimburse the Superintendent for registration fees, tuition, expenses, textbooks and all other reasonable expenses for conferences, seminars and/or graduate school coursework at institutions of the Superintendent's choosing and which are approved in advance by the Board, in an amount not to exceed four thousand dollars (\$4,000.00) annually. The Superintendent shall follow the Board Policy in supplying the necessary documentation when seeking reimbursement and shall report to the Board regarding attendance at conferences or seminars and courses taken. These expenses must conform to 18A:11-12 and NJPMB Circular.
- N. Legal Representation: Pursuant to the provisions of N.J.S.A. 18A:16-6 and -6.1, the Board shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings of an kind brought against the Superintendent for any act or omission arising out of and in the course of the lawful performances of her duties. If the Superintendent and the Board agree that a conflict exists in regard to the defense of any claim, demand, or action brought against her, and the position of the Board in relation thereto, the Superintendent may engage her own legal counsel, with prior approval by the Board at the hourly rate to be charged by such counsel, in which event the Board shall indemnify the Superintendent for the reasonable costs of her legal defense; provided, however, that this provision shall not apply in the event separate counsel is provided to the Superintendent by the Board's insurance carrier. The Board further agrees to cover the Superintendent under the Board's liability insurance policies, including employment practices liability coverage in the minimum amount of \$1 million. Nothing in this section shall prevent the Superintendent from retaining an attorney of the employee's choices at her own expense, without reimbursement from the Board.

## ARTICLE V

### Annual Evaluation

The Board shall evaluate the performance of the Superintendent at least once a year in accordance with statutes, regulations and Board policy relating to Superintendent Evaluation. Each annual evaluation shall be in writing and shall represent a consensus of the Board. A copy of the evaluation shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The Board may meet in closed session to discuss the evaluation and the Superintendent's performance where a Rice notice has been served upon the Superintendent giving notice that the Superintendent's employment will be discussed in closed session, and the Superintendent has not requested that the meeting be conducted in public. The evaluations shall be based upon the criteria adopted by the Board, the goals and objectives of the district, which shall include encouragement of student achievement, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent, the district's placement on the NJ Quality Single Accountability Continuum (with respect to those District Performance Reviews that are within the Superintendent's control), and such other criteria as the State Board of Education shall by regulation prescribe. The final draft of the annual evaluation shall be adopted by the Board by June 30<sup>th</sup>. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by May.

## ARTICLE VI

### **Termination of Employment Contract**

- A. This Contract shall terminate, the Superintendent's employment will cease, and no compensation shall thereafter be paid, under any one of the following circumstances:
  1. Revocation or suspension of the Superintendent's certificate, in which case this Contract shall be null and void as of the date of revocation, as required by *N.J.S.A. 18A:17-15.1*;
  2. Forfeiture under *N.J.S.A. 2C: 51-2*;
  3. Mutual agreement of the parties;
  4. Notification in writing by the Board to the Superintendent, at least one year prior to the expiration of this Contract, of the Board's intent not to renew this Contract; or
  5. Misrepresentation of employment history, educational and professional credentials, and criminal background.
  
- B. In the event the Superintendent is arrested and charged with a criminal offense, which could result in forfeiture under *N.J.S.A. 2C: 51-2*, the Board reserves the right to suspend her pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment, unless the Board certifies contractual tenure charges.
  
- C. Nothing in this Contract shall affect the Board's rights with regard to suspension under *N.J.S.A. 18A:6-8.3* and applicable case law.
  
- D. The Superintendent may terminate this Employment Contract upon at least ninety (90) calendar days written notice to the Board, filed with the Board Secretary, of her intention to resign.
  
- E. The Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by paragraphs B. and C. *supra* and *N.J.S.A. 18A:17-20.2*, provided, however, that the Board shall have the authority to relieve the Superintendent of the performance of her duties in accordance with *N.J.S.A. 18A:27-9*, so long as it continues to pay his/her salary and benefits for the duration of the term. The parties understand that any early termination must comply with the provisions of *P.L.2007, c. 53, The School District Accountability Act*.
  
- F. In the event the parties agree to terminate this Contract prior to its expiration date, and to relieve the Superintendent from the actual performance of his/her duties, upon the approval of the Commissioner of Education, the Board shall compensate the Superintendent for either three (3) months' salary times the number of years remaining on this Contract or the remaining salary due to completion of this Contract, whichever is less, minus compensation from any and all other employment. It is understood that the Superintendent must make a good faith effort to find employment elsewhere as soon as possible and prior to the expiration date of the within Contract. The salary received by the Superintendent in such employment shall be deducted from the payments made to the Superintendent by the Board. Insurance benefits will be adjusted to reflect coverage, if any, in the new position.



## ARTICLE VII

### **Renewal - Non Renewal**

This Employment Contract shall automatically renew for a term of three calendar years, expiring at Midnight, June 30, 2022, unless one of the following occurs:

- A. The Board by contract reappoints the Superintendent for a different term allowable by law;
- B. The Board notifies the Superintendent in writing, one year prior to July 1, 2022, that she will not be reappointed at the end of the current term, in which case her employment shall cease upon the expiration of this Contract; or
- C. In accordance with such laws and regulation that would require nullification of 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/changes to the contract must have the approval of the Executive County Superintendent.

## ARTICLE IX

### **Savings Clause**

If, during the term of this Contract, it is found that a specific clause of the Contract is illegal under federal or state law, the remainder of the Employment Contract is not affected by such a ruling and shall remain in full force.

## ARTICLE X

### **Release of Personnel Information Personnel Records**

The Superintendent shall have the right, upon request, 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. At least once every year, the Superintendent shall have the right to indicate those documents and/or other materials in her file that she believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board, such documents identified by her shall be destroyed.

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 agreement with the contents thereof. The Superintendent shall also have the right to submit a written answer to such material.

**IN WITNESS WHEREOF**, the parties have set their hands and seals to this Employment Contract effective on the day and year first above written.

Attest:

**The Board of Education of Jefferson Township**

and

By: Jill VanNess,  
*President*

Witness:

By: Jeanne A. Howe  
*Superintendent*

By: Dora E. Zeno  
*Board Secretary/School Business Administrator*

# SUPERINTENDENT

## Detailed Statement of Contract Costs

District:	Jefferson			
Name:	Jeanne A. Howe			
Date BOE Authorized Submission to County Office	6/11/2018			
District Grade Span	Pre-K-12			
On Roll Students as of 10-15	3,037.5			
	Year 1	Year 2	Year 3	Year 4
	2018-19	2019-20	2020-21	2021-22
<b>Salary</b>				
Salary	\$ 191,584	\$ 196,584	\$ 196,584	\$ 196,584
Amount for Additional Position (Principal, etc.) * (\$5000)	\$ -	\$ -	\$ -	\$ -
High School (\$5000)	\$ 5,000			
Salary Increase (2% for successive contracts)	\$ -			
Shared Service	\$ -	\$ -	\$ -	\$ -
Total Annual Salary	\$ 196,584	\$ 196,584	\$ 196,584	\$ 196,584
<b>Additional Salary</b>				
Quantitative Merit Goals		\$ 19,639	\$ 19,639	\$ 19,639
Qualitative Merit Goals		\$ 9,829	\$ 9,829	\$ 9,829
Additional Compensation	\$ -	\$ -	\$ -	\$ -
Total Additional Salary	\$ -	\$ 29,468	\$ 29,468	\$ 29,468
Total Annual Salary plus Additional Salary	\$ 196,584	\$ 226,052	\$ 226,052	\$ 226,052
<b>Board Cost of Premiums for:</b>				
Health Insurance	\$ -	\$ -	\$ -	\$ -
Prescription Insurance	\$ -	\$ -	\$ -	\$ -
Dental Insurance	\$ -	\$ -	\$ -	\$ -
Vision Insurance	\$ -	\$ -	\$ -	\$ -
Disability Insurance	\$ -	\$ -	\$ -	\$ -
Life Insurance	\$ -	\$ -	\$ -	\$ -
Other Insurance - Describe:	\$ -	\$ -	\$ -	\$ -
Waiver of Benefits	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500
Section 125 Plan Reimbursements - Describe:	\$ -	\$ -	\$ -	
Board Contribution for Cost of Premiums	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500
Employee contribution to health benefits as per law				
Total Health Benefit Compensation	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500
<b>Other Compensation</b>				
Travel and Expense Reimbursement (Estimated Annual Cost)	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000
Professional Development (Capped Amount or Estimated Annual Cost)	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Tuition Reimbursement	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
Mentoring Expenses - Describe:	\$ -	\$ -	\$ -	\$ -
National/State/County/Local/Other Dues	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Subscriptions	\$ 200	\$ 200	\$ 200	\$ 200
Board Paid Cell Phone or Reimbursement for Personal Cell Phone	\$ -	\$ -	\$ -	\$ -
Computer for Home use, including supplies, maintenance, internet	\$ -	\$ -	\$ -	\$ -
Other - Describe:	\$ -	\$ -	\$ -	\$ -
Total Other Compensation	\$ 16,200	\$ 16,200	\$ 16,200	\$ 16,200
<b>Sick and Vacation Compensation</b>				
Max Paid for Unused Sick Leave Upon Retirement	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Max Paid for Unused Vacation Leave - Retirement or Separation	\$ 18,146	\$ 25,707	\$ 25,707	\$ 25,707
Total Sick and Vacation Compensation	\$ 33,146	\$ 40,707	\$ 40,707	\$ 40,707
<b>TOTAL CONTRACT COSTS</b>	\$ 250,430	\$ 287,459	\$ 287,459	\$ 287,459
* Must be a valid DOE position				