

EMPLOYMENT AGREEMENT
BETWEEN THE
HARDYSTON TOWNSHIP BOARD OF EDUCATION
AND
ROBERT DEMETER
MIDDLE SCHOOL VICE PRINCIPAL
JULY 17, 2010 THROUGH JUNE 30, 2011

TABLE OF CONTENTS

ARTICLES

I	PROFESSIONAL RIGHTS
II	EVALUATION
III	PROFESSIONAL CONFERENCES
IV	WORK YEAR/VACATIONS/HOLIDAYS/SICK LEAVE
V	INSURANCE PROTECTION
VI	APPOINTMENT, TRANSFER AND/OR ASSIGNMENT OF PERSONNEL
VII	MISCELLANEOUS PROVISIONS
VIII	DURATION OF AGREEMENT
VIX	RIGHT TO LEGAL COUNSEL
X	ENTIRE AGREEMENT
XI	AMENDMENTS OR MODIFICATIONS
XII	NEW JERSEY LAW
XIII	SEPARABILITY
XIV	DURATION OF AGREEMENT

ARTICLE I
PROFESSIONAL RIGHTS

The Hardyston Board of Education agrees to employ Robert Demeter as Middle School Vice Principal (hereinafter referred to as "Vice Principal") for the period on or about July 17, 2010, through June 30, 2011. The parties agree that the Vice Principal's annual salary shall be \$85,000.00, pro-rated, payable in accordance with the Board's regular payroll schedule for all other twelve month employees.

A - RECORDS

- 1 - No records shall be placed in the Vice Principal's file, either commendatory or derogative, without first being discussed with the Vice Principal. The Vice Principal shall sign the document indicating that he has read the item of record. It may then be placed in the personnel file. The Vice Principal shall also have the right to submit a written answer to the material and his answer should be reviewed by the Superintendent or his designee and attached to the file copy.
- 2 - The Vice Principal shall have the right upon request to review his/her personnel file during the school day.
- 3 - Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file.

B - REQUIRED MEETINGS OF HEARINGS

Whenever the Vice Principal is required to appear before the Board, or any committee thereof, concerning any matter that could result in the termination of employment of that Vice Principal, he shall be given prior notice (which will be in written form) of the reasons for such a meeting or interview and shall have the right to representation and/or an attorney present to advise him and/or represent him during the meeting or interview. Any suspension of a Vice Principal pending certified charges shall be in accordance with law.

ARTICLE II
EVALUATION

A - REVIEW OF EVALUATION OF ADMINISTRATIVE PERSONNEL POLICY

The Vice Principal shall be evaluated in accordance with applicable statutes, regulations and Board policy. The evaluations shall be based upon the responsibilities of the Vice Principal as set forth in the job description for the position.

B - COMPLAINTS REGARDING A VICE PRINCIPAL

Any complaints about a Vice Principal serious enough to require review by the Superintendent or Board must be made known to the Vice Principal concerned and that Vice Principal shall have the opportunity to respond to or rebut such complaint(s).

ARTICLE III PROFESSIONAL CONFERENCES

With the approval of the Board, the Vice Principal may attend conferences and workshops for professional improvement. Expenses incurred not to exceed \$1,500 by the Vice Principal as a result of his attendance and participation in these conferences and workshops shall be paid for by the school district upon submission of appropriate vouchers.

ARTICLE IV WORK YEAR/VACATIONS/HOLIDAYS/LEAVES OF ABSENCE

Mr. Demeter's work year shall be on or about July 17, 2010 through June 30, 2011.

A - VACATIONS

- 1 - The Vice Principal shall be entitled to fifteen (15) vacation days annually during the term of this contract. These days, or portions thereof, may be taken upon notice to and with the approval of the Superintendent.
- 2 - The Vice Principal may carry over a maximum of five days vacation into the next year with approval of the Board. Any carryover days must be used by March 31st of the year in which they are carried over.
- 3 - In the event that the Vice Principal terminates the contract before the end of the contract year and the Vice Principal has used more than the number of prorated vacation days for the partial year worked, the Vice Principal shall reimburse the Board for the vacation days used.

B -HOLIDAYS

The following days shall be in addition to and not charged against vacation days:

Fourth of July, Labor Day, Thanksgiving Day and the Friday after Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day If Christmas Eve and New Year's Eve fall on a Saturday, the preceding Friday shall be granted as a holiday. If Christmas Day and New Year's Day fall on a Sunday the Monday after Christmas Day and the Monday after New Year's Day shall be granted as a holiday provided these days are not included in the school calendar.

Good Friday and Memorial Day shall be holidays if they are not included in the school calendar.

Also, July 3rd when July 4th falls on a Tuesday and July 5th when July 4th falls on a Thursday.

The legal holidays of Columbus Day, Martin Luther King Day and President's Day shall be considered holidays if they are not included in the school calendar.

School recess periods and school holidays that are not included in the above list are work days.

C -SICK LEAVE

During the term of this contract, the Vice Principal shall be entitled to twelve (12) cumulative sick days.

D -LEAVES OF ABSENCE

The Vice Principal shall be entitled to the following leaves of absence with pay during the school year, subject to the provisions specified for each type. All requests must be made in writing to the Superintendent and kept on file in the Board Secretary's Office.

- 1- The Vice Principal shall be entitled to three (3) personal days.
- 2- Appearance in any legal proceedings connected with the Vice Principal's employment or with the school district.
- 3 - Time necessary for jury duty.

- 4 - The Vice Principal shall be entitled to up to three (3) days personal leave for the death of an immediate family member and two (2) days for the death of another relative. Requests for such leave must be made in writing to the Superintendent with a copy to the Business Administrator and shall be kept on file in the Board Office.
- 5- Serious accident or illness in one's immediate family, up to three days.
- 6 - The Vice Principal shall be required to be in attendance during the scheduled school recess periods as adopted by the Board of Education as the regular school calendar. The Vice Principal may request the use of vacation time or personal time during school recesses. Any request for time off during a scheduled recess is to be approved by the Superintendent.

ARTICLE V INSURANCE PROTECTION

- A - The Board shall provide and pay for the full cost of family coverage for Point of Service (POS) major medical (including prescription), hospitalization, and dental insurance protection for the Vice Principal and his family beginning the first day of employment.
- B - The Vice Principal may choose to waive the medical insurance offered to him. If the Vice Principal chooses to make such a waiver, he must complete an insurance waiver form and provide proof of alternate medical coverage. The Vice Principal shall be entitled to an annual payment of \$3,000.00 for family coverage. Payments shall be made in two installments on December 31st and June 30th. If alternate coverage is lost, the Vice Principal may re-enroll in the plan. Any waiver payment due will be pro-rated.

ARTICLE VI APPOINTMENT OF PROFESSIONAL AND NON-PROFESSIONAL PERSONNEL

- A - Appointment of professional and non-professional personnel is the responsibility of the Superintendent. In recommending all professional and non-professional personnel, the Vice Principal will be given the opportunity to consult with the Superintendent prior to final recommendation to the Board.

ARTICLE VII
MISCELLANEOUS PROVISIONS

- A - The Board will pay tuition reimbursement up to a rate equal to that of the school being attended or a maximum of that of Rutgers University for graduate credit earned during that fiscal year, the total number of credits not to exceed (9) nine. Such credits shall have the approval of the Superintendent. Reimbursement will be made upon proof of the Vice Principal receiving a final grade of "B" or better.
- B - The Board of Education will pay the professional dues of the Vice Principal in those organizations which are professionally supportive of the position they hold in the following organizations: Sussex County School Administrators and Supervisors Association, New Jersey Principal and Supervisors Association, National Elementary School Principals Association, and a choice of any other professional association which may support the individual job responsibilities not to exceed a total of \$1,500 annually for all conferences, workshops or Association dues.
- C - All employees may authorize the Board Secretary to make deductions for the purpose of deposit in a Credit Union Account and a tax shelter annuity.
- D - The Vice Principal who may be required to use his own vehicle in the performance of his duties shall be reimbursed at the prevailing State OMB rate upon the submission of appropriate vouchers.

ARTICLE VIII
TERMINATION OF EMPLOYMENT

This Contract may be terminated under the following conditions:

- A. By Employee upon 60 (sixty) days written notification, with or without cause; or
- B. By mutual Agreement of the parties; or
- C. By the Board upon 60 (sixty) days written notification, with or without cause.

ARTICLE IX
RIGHT TO LEGAL COUNSEL

Employee acknowledges that he has been informed of his right to be represented by legal counsel regarding this Contract and that the Board's legal counsel does not represent him in this matter.

ARTICLE X
ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties.

ARTICLE XI
AMENDMENTS OR MODIFICATIONS

This Agreement may not be modified or amended except by mutual agreement of the parties incorporated in writing, and signed by both parties.

ARTICLE XII
NEW JERSEY LAW

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

ARTICLE XIII
SEPARABILITY

In the event any provision of this Contract is deemed to be illegal or unenforceable by a court or agency of competent jurisdiction, then the remaining provisions shall remain in full force and effect.

ARTICLE XIV
DURATION OF AGREEMENT

A - The term of this contract shall be on or about July 17, 2010 through June 30, 2011.

Robert Demeter, Vice Principal

DATE

Christine Clavin, Board President

DATE

James R. Sekelsky, Board Secretary

DATE