

## **EMPLOYMENT CONTRACT**

### **CHIEF SCHOOL ADMINISTRATOR/MIDDLE SCHOOL PRINCIPAL**

THIS EMPLOYMENT CONTRACT is made and entered into this first day of July, 2016 by and between the HARDYSTON TOWNSHIP BOARD OF EDUCATION, County of Sussex, with offices located at 183 Wheatsworth Road, Hamburg, New Jersey 07419 (hereinafter referred to as the "Board"), and Mr. Michael Ryder (hereinafter "Mr. Ryder" or "CSA/Principal").

WHEREAS, the Board desires to retain the services of Mr. Ryder as Chief School Administrator/Middle School Principal of the Hardyston School District, and Mr. Ryder has agreed to serve in this capacity; and

WHEREAS, the Board and Mr. Ryder wish to embody in this contract the terms and conditions of their Agreement;

NOW, THEREFORE, the Board and Mr. Ryder, for the consideration herein specified, agree as follows:

#### **1. EMPLOYMENT TERM**

The Board, in consideration of the promises herein contained of Mr. Ryder, hereby employs Mr. Ryder as, and he hereby accepts employment as, the CSA/Principal of the Hardyston School District for a term commencing July 1, 2016 and ending June 30, 2019. The parties agree and understand that it is their intent that the CSA/Principal accepts employment and serves for a three (3) year term. However, in the event that the CSA/Principal is unable to begin service in the District until after July 1, 2016 due to his current contractual obligations, the term of this contract, and all provisions thereunder, shall be extended until June 30, 2020 in accordance with law. In such case, should the CSA/Principal serve for less than one full year in the first year of this Agreement due to the uncertainty of the CSA/Principal's start date, the compensation and other emoluments of employment contained herein shall be prorated for that year. The parties further agree and understand that upon the joint agreement of the parties, this contract may be reopened and renegotiated for a different, extended term as may be mutually agreeable, subject to law and Board policy and the review and approval of the Executive County Superintendent.

#### **2. RESPONSIBILITIES**

The CSA/Principal shall devote his full time skills, energy and attention to the business of the Board and shall not engage in other employment or activities which would unreasonably interfere with the performance of his duties as a Chief School Administrator/Middle School Principal. The CSA/Principal shall serve as the Chief Executive and Administrative Officer of the Board and shall have general supervision over all aspects of the District's operations, including fiscal operations and instructional programs, and the CSA/Principal shall keep himself informed as to the condition and

progress thereof and, from time to time, shall make reports thereon to the Board, and, when so required, to the Executive County Superintendent, to the Commissioner of Education and to the State Board of Education of New Jersey.

The CSA/Principal shall make recommendations to the Board for the arrangement of the administrative and supervisory staff, including the instruction and business affairs, in a manner which, in his judgment, best serves the District and, to the extent permitted by law, may make appropriate staffing assignments. The CSA/Principal shall recommend the selection, placement, transfer, renewal and dismissal of personnel, both instructional and non-instructional, subject to Board approval, and the non-renewal of personnel shall occur upon the CSA/Principal's notification to the employee and the Board subject to law.

The members of the Board, individually and collectively, will refer criticisms, complaints, and/or suggestions concerning the operation and management of the District, which are called to their attention, to the CSA/Principal. The Board will not take any action on any such criticisms, complaints and/or suggestions until they are discussed by the Board members at a scheduled meeting of the Board. The CSA/Principal shall have the right to contact the Board Attorney for legal assistance as the need arises in carrying out his duties.

The CSA/Principal shall faithfully perform the duties of the Chief School Administrator as outlined in the Board's job description for the Chief School Administrator, which may be modified from time to time, consistent with district goals and objectives, all in accordance with the laws of the State of New Jersey and of the United States, the rules and regulations adopted by the New Jersey State Board of Education and the New Jersey State Department of Education, as well as all of the current and future policies of the Board. In his capacity as Middle School Principal, the CSA/Principal shall perform all of the duties and responsibilities set forth in the Board's job description for the position of Middle School Principal.

The parties agree that the CSA/Principal shall attend all Board meetings and committee meetings of the Board and he or his delegate has the right to make recommendations to the Board or a committee of the Board with respect to any proposed action or policy.

### **3. CERTIFICATION**

Mr. Ryder represents that he currently possesses a Certificate of Eligibility required to serve in the position of Superintendent in the State of New Jersey before the first day of the term of this contract. Following the Board's appointment of Mr. Ryder as Superintendent, he shall apply for a provisional certificate. Thereafter, he shall complete the required mentorship/internship to secure a standard certificate. Should his certification to be Superintendent be revoked, this Contract will become immediately null and void.

#### 4. COMPENSATION

A. Salary: The Board shall pay the CSA/Principal an annual salary for each year of this Agreement as follows:

- i. 2016-2017 school year: \$130,000
- ii. 2017-2018 school year: \$132,600
- iii. 2018-2019 school year: \$135,252

This annual salary rate shall be paid to the CSA/Principal in accordance with the schedule of salary payments in effect for other administrative staff and may only be modified upon the written agreement of the parties and subject to the approval of the Executive County Superintendent, as may be applicable. If the contract term is extended for an additional year as set forth in Section 1, above, the parties shall meet and negotiate a mutually acceptable salary amount, subject to the approval of the Board of Education and Executive County Superintendent, which shall be appended to this Agreement as if originally set forth herein.

In the event that the superintendent salary cap regulations are rescinded, the Board agrees to review the CSA/Principal's salary at the conclusion of the 2016-2017 school year, and at least annually thereafter. The parties agree that future salary determinations by the Board will be based on whether or not the salary cap regulations remain in full force and effect, and will be subject to the approval of the Sussex County Executive County Superintendent if such approval remains required by law.

B. Merit Bonus. An annual merit bonus of up to 14.99% of the CSA/Principal's base salary shall be provided to the CSA/Principal after completion of the 2017-2018 school year and after completion of the 2018-2019 school year, based upon his achievement of quantitative merit criteria and/or qualitative merit criteria. The Board and CSA/Principal shall meet and mutually select three (3) quantitative merit criteria and two (2) qualitative merit criteria per contract year provided, however, that the Board shall have the final approval on the criteria which are established. The CSA/Principal shall receive a merit bonus of up to 3.33% of his annual base salary for each quantitative merit criterion achieved, and/or a merit bonus of up to 2.5% of his annual base salary for each qualitative merit criterion achieved, the exact percentage of each merit bonus criteria to be determined by the Board. Said bonus, if earned, will not be added to the CSA/Principal's base salary for computation of the following year's salary.

C. The 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. In the event the Executive County Superintendent disapproves any criterion, the parties shall agree on a new one and resubmit it for approval.

- D. The Board shall submit a resolution to the 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.
- E. Commencing in the 2017-2018 school year and again in the 2018-2019 school year, the parties shall meet on or before August 15 of each contract year to develop and mutually agree on the criteria upon which the bonus should be based for the succeeding contract year. The criteria shall be incorporated into this contract by reference and attached as an exhibit. Pursuant to Code, the criteria shall be submitted annually to the Executive County Superintendent who shall be required to approve same.
- F. The determination as to whether any or all of the criteria have been satisfied will be made by a majority of the Board by no later than June 30, 2018 and 2019, unless for reasons beyond the Board's control said determination cannot be made by that date. The Board shall pass a resolution identifying which quantitative merit and/or qualitative merit criterion have been satisfied by the CSA/Principal during the previous year. The Board shall submit the resolution to the Executive County Superintendent and shall await a confirmation of the satisfaction of that criterion from the Executive County Superintendent prior to payment of the merit bonus.
- G. If a bonus is earned, payment will be payable within ten (10) business days of approval by the Executive County Superintendent in accordance with Code.

## **5. LEAVES**

### **A. VACATION**

- i. As CSA/Principal, Mr. Ryder shall be granted twenty-two (22) vacation days annually, all of which shall be available to the CSA/Principal on July 1<sup>st</sup> of each year, but shall be considered earned on a monthly pro-rata basis. School vacations do not constitute time off for the CSA/Principal unless he uses his leave time. The Board encourages the CSA/Principal to take his full vacation allotment each year; however, the CSA/Principal may carry-over up to a maximum of five (5) vacation days for use in the following year. If the carried-over days are not used by June 30<sup>th</sup> of the subsequent school year, such days are forfeited.
- ii. The CSA/Principal shall be permitted to take vacation days upon prior notice and approval by the Board during the school year and if so designated by the Board, the Board President or designee during the school year. Requests to use successive vacation days of one week or more require thirty (30) days written notice to the Board President for approval, with a copy of the notice to the Business Administrator. Such approval shall not be unreasonably withheld and shall not result in the CSA/Principal forfeiting vacation days during any year of this contract. During summer recess, the CSA/Principal shall use discretion and notify 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 CSA/Principal's earned, used and accrued vacation days.

- iii. There shall be no payment for unused vacation days. At the Board's discretion, should termination or non-renewal occur, the Board reserves the right to require the CSA/Principal to use his full vacation allotment.
- iv. In the event that the CSA/Principal terminates the contract before the end of the contract year and the CSA/Principal has used more than the prorated number of vacation days for the partial year worked, the CSA/Principal shall reimburse the Board for the extra vacation days used.

## **B. HOLIDAYS**

The Superintendent shall be entitled to the following holidays: Fourth of July, Labor Day, Thanksgiving Day and the Friday after Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve; and New Year's Day. Good Friday, Memorial Day and the legal holidays of Columbus Day, Martin Luther King Day and President's Day shall be considered holidays if these days are not included in the school calendar. July 3<sup>rd</sup> shall also be granted as a holiday when July 4<sup>th</sup> falls on a Tuesday and July 5<sup>th</sup> shall also be granted as a holiday when July 4<sup>th</sup> falls on a Thursday. When a holiday falls on Saturday, the Friday before shall be considered the holiday. When a holiday falls on Sunday, the following Monday shall be considered the holiday. School holidays not included in the above list are work days. Except as otherwise set forth herein, the CSA/Principal shall be required to be in attendance during the scheduled school recess periods in accordance with the regular school calendar as adopted by the Board of Education.

## **C. SICK LEAVE**

The CSA/Principal shall be allowed twelve (12) days sick leave annually, all of which shall be available on July 1<sup>st</sup> of each year. The unused portion of such leave, at the end of each school year, shall be cumulative and available for sick leave, if needed, in subsequent years in accordance with N.J.S.A. 18A:30-7. Upon bona-fide retirement from the District, the Board shall pay the CSA/Principal for accumulated, unused sick days at his then current 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 in the year in which it was earned in accordance with N.J.A.C. 6A:23A-3.1(e)(9). Payment under this Section shall be made in full, one month following the CSA/Principal's effective retirement date, or, one month following the next Board meeting after the CSA/Principal's effective retirement date, whichever is later. If the Superintendent dies before his employment contract year is completed, no payment for unused accumulated sick leave may be made to his estate.

Upon the commencement of employment, the CSA/Principal shall be given a bank of twenty (20) sick days for use in the event that he is sick. These "banked" days shall decrease in direct

proportion to the number of days he accumulates in the District and shall not be eligible for reimbursement.

**D. PERSONAL LEAVE**

The CSA/Principal shall be granted three (3) days of absence normally for personal matters which require absence during school hours, to be used at the CSA/Principal's discretion. Except for reasons of emergency, Mr. Ryder shall provide reasonable notice of the use of his personal days, at least 72 hours prior to such use, to the Board President. The use of three (3) consecutive personal days must be approved by the Board prior to use. Unused personal days shall convert to sick days.

**F. FAMILY/BEREAVEMENT LEAVE**

The CSA/Principal shall be granted up to five (5) 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. For the death of all other relatives, the CSA/Principal shall be granted up to two (2) bereavement days of absence. The CSA/Principal shall be granted up to three (3) additional days of absence annually for illness in his immediate family which requires his presence during school hours. The unused portion of such leave is non-cumulative and non-reimbursable.

**6. HEALTH INSURANCE**

The Board shall provide, as part of the CSA/Principal's compensation, enrollment in the District's health insurance program and dental insurance program, including family coverage, if applicable. The CSA/Principal shall be responsible for all co-pays and deductibles under the insurance plans. The CSA/Principal shall be subject to the contribution requirements of P.L. 2011, c. 78 for all health, prescription and dental coverage. Said contribution will automatically be deducted from the CSA/Principal's salary payments in equal installments, corresponding with the payment schedule for other certified District personnel. These contribution requirements do not apply if the CSA/Principal waives benefits. Should the CSA/Principal elect to waive benefits, he must do so during the open enrollment period of each year of this contract and complete an insurance waiver form and provide proof of alternate coverage. If the CSA/Principal waives the coverage set forth in this section, he shall receive 25% of the premium saved for the base plan less State-mandated premium contributions or Five Thousand Dollars (\$5000.00), whichever is less. Proof of alternate health benefits coverage must be provided to become eligible for the waiver payment.

**7. JOB RELATED EXPENSES**

**A. TRANSPORTATION**

The CSA/Principal shall be reimbursed for outside of District 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 (currently \$.31 cents per mile).

## **B. TECHNOLOGY**

The Board shall provide the CSA/Principal with a District cell phone and personal computer for business-related use. All costs of same shall be borne by the Board and shall not constitute compensation to the CSA/Principal. The device(s) provided will be the same as that normally used in the District by administrative staff members. Any technology device provided to the CSA/Principal shall remain the property of the Board and the CSA/Principal agrees to abide by all Board policies and procedures governing same.

## **8. REIMBURSEMENT FOR PROFESSIONAL DEVELOPMENT/MEMBERSHIP FEES**

- A. The Board shall pay for the CSA/Principal's annual dues in the New Jersey Association of School Administrators, American Association of School Administrators and Sussex County Roundtable, and for other professional dues necessary to join professional groups which the CSA/Principal deems necessary to maintain and/or improve his professional skills, provided that the CSA/Principal receives the prior approval of the Board. The CSA/Principal shall follow Board policy in supplying the necessary documentation for reimbursement. Reimbursement for all costs, including dues, workshop fees or conferences, inclusive of hotel, registration and meals, as applicable, for the items set forth above, shall not exceed the total amount of \$2,250 annually.
- B. In addition, during the first year of this contract, the CSA/Principal shall attend the New Superintendent's Academy sponsored by NJASA. The Board shall pay all of the costs of attendance for same, as well as the costs and fees to complete State mandated mentoring which are incurred during the 2016-2017 school year, up to a maximum total amount of \$2,000.

## **9. TUITION REIMBURSEMENT**

The Board agrees to reimburse the CSA/Principal for the cost of tuition for accredited coursework directly related to his position as Chief School Administrator, up to a maximum reimbursement amount of \$4,000.00 per year of this Contract, provided he is accepted into an approved graduate program. The coursework must be taken towards the acquisition of an educationally-related graduate degree conferred by a duly accredited institution of higher learning as defined in N.J.A.C. 6A:9-.2.1. The CSA/Principal shall obtain Board approval for said graduate program before enrolling in same. The CSA/Principal's enrollment in said graduate program shall not interfere with the performance of his duties as CSA/Principal, nor shall he schedule or attend graduate classes during the school day or during Board/District meetings.

A grade of "B" or better is necessary for reimbursement of the course. Should the CSA/Principal leave the employ of the Board prior to the expiration of this Contract, he shall reimburse the Board for all monies paid to him under this paragraph. Should the CSA/Principal's contract be renewed by

the Board on the same or more favorable terms than this contract and the CSA/Principal declines the offer of reemployment, he shall reimburse the Board for 50% of all monies paid to him by the Board. If he accepts reemployment and contracts with the Board, he will be required to reimburse the Board 50% of all monies paid to him by the Board towards his degree if he leaves the employ of the Board during the first two years of the successor contract. The reimbursement requirement may be waived by the Board of Education at the time of its occurrence.

## **10. INDEMNIFICATION**

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

## **11. EVALUATION**

The Board shall evaluate the performance of the CSA/Principal at least once per year, on or before June 30<sup>th</sup> or as soon thereafter as possible, or as otherwise set forth in N.J.S.A. 18A:17-20.3(a) and N.J.A.C. 6A:32-4.3. The CSA/Principal'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 CSA/Principal, and the CSA/Principal and the Board shall meet to discuss the findings. The annual evaluation shall be based upon the goals and objectives of the CSA/Principal and the District, the responsibilities of the Chief School Administrator and Principal as set forth in the job description for those positions, and such other criteria as the State Board of Education shall by regulation prescribe.

In the event that the Board determines that the performance of the CSA/Principal 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 CSA/Principal shall have the right to respond in writing to the evaluation within ten (10) working days of receipt. This response shall become a permanent attachment to the CSA/Principal's personnel file.

## **12. 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 CSA/Principal is evaluated, as hereinafter provided. On or before July 31<sup>st</sup> 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.

### **13. PERSONNEL RECORDS**

The CSA/Principal shall have the right, upon request, 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 him during such review. No material derogatory to the CSA/Principal's conduct, service, character or personality shall be placed in his personnel file unless he has had an opportunity to review the material. The CSA/Principal 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 agreement with the contents thereof. The CSA/Principal shall also have the right to submit a written answer to such material.

### **14. RIGHT TO LEGAL COUNSEL**

The CSA/Principal 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 CSA/Principal, in his capacity as the District's Chief School Administrator, shall have the right to contact the Board attorney for legal assistance on all other matters as the need arises in carrying out his duties.

### **15. RELEASE OF PERSONNEL INFORMATION**

The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act, 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 CSA/Principal'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 CSA/Principal, or by a lawful order of a court of competent jurisdiction, or pursuant to a rule of a court of competent jurisdiction.

### **16. TERMINATION OF EMPLOYMENT CONTRACT**

This Employment Contract may be terminated by:

- (a) mutual agreement of the parties in accordance with N.J.S.A. 18A:17-20.2a and N.J.A.C. 6A:23A-3.2; or
- (b) unilateral termination by the CSA/Principal upon ninety (90) days written notice to the Board. In the event that the contract term is extended until June 30, 2020 as set forth in Paragraph 1, above, the CSA/Principal shall provide one hundred twenty (120) days' notice under this section; or
- (c) notification in writing by the Board to the CSA/Principal, at least ninety (90) days prior to the expiration of this contract, of the Board's intent not to renew this contract, it being understood

that the failure to provide such notice shall be deemed to constitute renewal of this contract pursuant to law. In the event that the contract term is extended until June 30, 2020 as set forth in Paragraph 1, above, the Board shall provide one hundred twenty (120) days' notice under this section; or

(d) in the event that the CSA/Principal'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.*

## **17. COMPLETE AGREEMENT**

This contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the CSA/Principal and the Board. Any modifications to this contract must have prior approval of the Executive County Superintendent. Any amendments to this Employment Agreement shall not create a new agreement or agreement term but shall only constitute an amendment to the existing Employment Agreement.

## **18. 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.

## **19. 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. The parties hereto represent to each other that they fully understand the terms and conditions of this Employment Agreement, and agree to be bound by same pursuant to the rules and regulations of the Department of Education and the laws of the State of New Jersey.

## **20. NEW JERSEY LAW**

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

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

HARDYSTON  
BOARD OF EDUCATION

\_\_\_\_\_  
Michael Ryder  
CSA/Principal

DATE:

WITNESS:

\_\_\_\_\_

DATE:

By: \_\_\_\_\_  
Dorothy Beltramine  
Board President

DATE:

By: \_\_\_\_\_  
James R. Sekelsky  
Business Administrator/Board Secretary

DATE: