



State of New Jersey

DEPARTMENT OF EDUCATION
Sussex County Office of Education

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PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

KEVIN DEHMER
Interim Commissioner

ROSALIE S. LAMONTE, PH.D.
Interim Executive County
Superintendent

July 25, 2020

Mr. Art DiBenedetto, Superintendent
Hopatcong Borough Schools
2 Windsor Avenue
Hopatcong, NJ 07843

Dear Mr. DiBenedetto:

I have reviewed the employment contract for Jeffrey Hallenbeck, School Business Administrator/ Board Secretary in accordance with N.J.S.A. 18A:7-8(j) and to determine compliance with the standards adopted by the Commissioner of Education at N.J.A.C. 6A:23A-3.1. Based upon my review, I have determined that those provisions of the contract subject to my review are in compliance with applicable laws and regulations. Therefore, I approve the contract for the period August 1, 2020 through June 30, 2021 at a salary of \$161,265 prorated for the term of the contract.

If there are any changes to the terms of this contract, you will need to submit it to the Sussex Executive County Superintendent, for review and approval prior to the required public notice and hearing of such changes.

Please be reminded that the contract for this position must be submitted annually to the Executive County Superintendent for review and approval.

Kindly send a signed copy of the contract to our office.

Sincerely,

A handwritten signature in blue ink that reads "Rosalie S. Lamonte".

Rosalie S. Lamonte, Ph.D.
Interim Executive County Superintendent

C: Jeffrey Hallenbeck, incoming School Business Administrator

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT (hereinafter referred to as "Contract") is made and entered into this ____ day of July, 2020, between the Hopatcong Board of Education (hereinafter referred to as the "District" or "Board") and **Jeffrey Hallenbeck** (hereinafter referred to as "Employee" or "School Business Administrator/Board Secretary") (collectively referred to hereinafter as "Parties").

WHEREAS, the Board wishes to retain **Employee as School Business Administrator/Board Secretary** and Employee wishes to serve in that position; and

WHEREAS, upon the recommendation of the Superintendent of Schools, the Board wishes to employ Employee as School Business Administrator/Board Secretary, beginning August 1, 2020 through July 31, 2021, and provide such benefits as typically are provided to 12-month administrators employed within the school district; and

WHEREAS, Employee is agreeable to the extension of his term of employment, as well as the compensation and benefits being offered and wishes to accept same;

NOW, THEREFORE, in exchange for the mutual promises expressed herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **TERM.** The Board, in consideration of the promises herein contained, hereby employs and Employee hereby accepts employment as School Business Administrator/Board Secretary for the period August 1, 2020 through July 31, 2021, or until the appointment of a successor or termination pursuant to Paragraph 2 herein.

2. **TERMINATION.** Notwithstanding the foregoing, either party may terminate this contract by:

- a. Mutual agreement of the parties;
- b. Unilateral termination by either party upon sixty (60) days' written notice without cause and immediately by the Board for cause;
- c. Revocation or suspension of Employee's certificate, in which case this contract shall be null and void as of the date of revocation;
- d. Material misrepresentation of employment history, educational and/or professional credentials relating to Employee's position as a certified School Business Administrator or of Employee's criminal background;
- e. In the event Employee is arrested and charged with a criminal offense, which could result in forfeiture, the Board reserves the right to suspend him, 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;

- f. Nothing in this Contract shall affect the Board's rights with regard to suspension under applicable case law.

3. **PERFORMANCE.** Employee agrees to faithfully perform the duties of the position as set forth in the job description for the position, and in accordance with all applicable laws, regulations, policies and directives.

4. **WORKDAY.** Employee's workday shall be similar to other administrative personnel except that it is understood that the School Business Administrator/Board Secretary is employed for specific tasks and is expected to work beyond the regular workday in order to accomplish such tasks when necessary. Such employment shall be considered part of the contract and no additional remuneration shall be provided.

5. **CERTIFICATION AND RESPONSIBILITIES.**

A. **Certification.** The parties acknowledge that Employee possesses the appropriate school business administrator certification from the New Jersey Department of Education.

B. **Duties.** Employee agrees to perform all the services and duties contained within his responsibilities as School Business Administrator and Board Secretary or imposed upon him by the State of New Jersey. Employee's duties will include attendance at all monthly meetings of the Board of Education.

6. **COMPENSATION.**

A. **Salary.** The Board will pay Employee the annual sum of \$161,265.05.00, subject to early termination as provided above, payable in the same manner as the Board pays all administrative employees.

B. **Longevity.** The Employee will receive longevity payments as follows:

1. \$7,500.00 starting with the beginning of the Employee's fifteenth year of employment in the District
2. \$9,000.00 starting with the beginning of the Employee's twentieth year of employment in the District

C. **Merit Bonus.** The Business Administrator may receive a merit bonus in addition to his annual base salary. The merit bonus will be based upon the Employee's achievement of quantitative merit criteria and/or qualitative merit criteria. The Board and the Employee may select up to two (2) quantitative merit criteria and or two qualitative merit criteria, annually. The Executive County Superintendent shall approve or disapprove the selection of quantitative merit criteria and or qualitative merit criteria and the data that forms the basis of measuring the achievement of quantitative

merit criteria and or qualitative merit criteria. Annually, the Employee may receive a merit bonus no greater than 3.33% of his annual base salary for each quantitative merit criterion achieved, and/or a merit bonus no greater than 2.5% of annual base salary for each qualitative merit criterion achieved. The Board shall submit a resolution to the Executive County Superintendent certifying that the each respective quantitative merit and/or qualitative merit criterion has 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 total amount of merit bonus earned shall not exceed \$11,000.00 during the term of this Contract.

7. HEALTH BENEFITS.

- A. The Board will provide Employee and his dependents with Health Care Insurance coverage under the School Employees' Health Benefits Program (hereinafter referred to as "SEHBP"), consisting of Direct 15, including SEHBP's related prescription drug coverage, or a comparable plan. The Employee will have the option to "buy-up" to Direct 10 Plan, provided the Employee pays all additional premiums. If Employee or covered dependents attain the age of 65 or over during the term of this Contract, Employee or his respective covered dependent(s) shall apply for Medicare Part A and Medicare Part B. The Board will pay the premium for Medicare Part B.
 - 1. Employee must work a minimum of twenty five (25) hours per week to qualify for this insurance coverage.
 - 2. Employee may continue in the State Health Benefits Program after retirement in accordance with the rules of the State Division of Pensions.
 - 3. Employee will contribute 10% of the cost of the premiums for the above described coverage through payroll deduction with the Board paying the remainder of the premium.
- B. The Board annually shall reimburse Employee for his dental expense claims up to a cap of \$375.00.
- C. The Board annually shall reimburse Employee for his vision expense claims up to a cap of \$375.00.
- D. It is the intent of the parties that Employee's insurance coverage be identical to the insurance coverage provided to other administrators in the District. If the administrators' insurance coverage is revised, the parties agree that the coverages listed above will be revised accordingly to match the administrators' coverage.

- E. If the Employee chooses to waive participation in the District-provided health and prescription insurance program, he shall be entitled to receive payment of 25% of the Board's premium cost (defined as the amount of the premium less the Employee's contribution), or \$5,000.00, whichever is less, such amount and payment to be subject in all respects to the laws and regulations governing the SEHBP.

8. **HOLIDAYS.** Employee shall be entitled to all paid holiday leave in accordance with the approved District calendar, and Federal and State law. In the event that Employee is required to work on one or more paid holidays, he will be entitled to a total of one (1) paid floating holiday for each such day, to be scheduled with the approval of the Superintendent.

9. **SICK LEAVE.** Employee shall be entitled to one (1) paid sick day per month. Unused sick days shall be cumulative without limit, in accordance with N.J.S.A. 18A:30-3. Subject to the requirements of N.J.S.A. 18A:30-3.6, if Employee submits to the Superintendent a written statement of intention to retire at least six (6) months prior to the effective date of his retirement, and retires in accordance with the provisions of the New Jersey Teachers Pension and Annuity Fund, he shall be eligible for a retirement allowance of one (1) day's pay, at the rate of 1/260th of his then-current base salary, as of the retirement date for each day of accumulated unused sick leave. This retirement allowance shall not exceed \$15,000.

10. **PERSONAL DAYS.** Employee will be granted four (4) paid personal days per year. Unused personal days will be converted into accumulated sick leave only to the extent that such accumulation, when combined with accumulation of unused sick days, pursuant to Section 9 above, does not total greater than 15 days annually, pursuant to N.J.S.A. 18A:30-7. All personal days exceeding such 15-day limit shall be considered forfeited. Application for personal days must be submitted to the Superintendent, in writing, at least three (3) workdays in advance (except in cases of emergencies as determined by the Superintendent). Personal leave on days immediately preceding or following scheduled school holidays, and the first and last days of the school year will be granted for extenuating circumstance at the discretion of the Superintendent.

11. **VACATION.** Employee will be entitled to twenty-five (25) vacation days per year. All vacation days shall be available to the Employee as of the first day of this Contract. The vacation day entitlement shall be pro-rated if the employee works less than a full year. In accordance with N.J.S.A. 18A:30-9, Employee may carry over a maximum of one (1) year of unused vacation days to the next year only, provided that Employee did not use such vacation days due to the District's business. Either at the time of his retirement or separation from employment with the District, Employee shall be entitled to be reimbursed for unused vacation days at his per diem rate of his salary at that time, not to exceed a total of one year accrual. Employee will be responsible for maintaining an accounting of his usage and accumulation of vacation days and will

provide such accounting to the Superintendent, or his designee, on a regular periodic basis. Employee shall be permitted to take vacation days only upon the approval by the Superintendent.

12. **TUITION REIMBURSEMENT.** Employee shall be reimbursed for the full cost of tuition, fees, and books, for post-graduate education courses leading to a degree, limited to twelve (12) credits annually at a cost not to exceed \$10,000.00 during the term of this Contract, and provided such courses were taken at an accredited institution, and Employee received the prior written approval of the Superintendent. Such payment shall be made upon the successful completion of the course and subject to the Superintendent's receipt of a certified copy of the college or university official transcript.

13. **BEREAVEMENT LEAVE.** Employee shall be entitled to five (5) bereavement days, with pay, at any one time, in the event of the death of a his spouse, child, parent, and three (3) days in the event of the death of a grandparent, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother or sister. Additionally, subject to the prior approval of the Superintendent, one (1) day may be granted in each case for the death of a close personal friend or relative not listed above. Leaves under this section shall commence with the first day of bereavement. Upon request, the Board, at its discretion, may grant additional time due to extenuating circumstances. Such days shall be non-cumulative.

14. **TRAVEL REIMBURSEMENT.** Subject to the requirements of N.J.S.A. 18A:11-12 and OMB Circular 08-19 and any subsequent circular issued by OMB (as well all applicable Board policies, the Board shall reimburse Employee for his business related travel to attend meetings and conferences in connection with the performance of his duties, on a mileage basis, at the rate authorized pursuant to the OMB Circular.

15. **PROFESSIONAL ORGANIZATIONS.** The Board agrees to reimburse Employee for his membership in the Local, County, County, State, and International Association of School Business Officials ("NJASBO") during the term of this Contract.

16. **PROFESSIONAL DEVELOPMENT.** Subject to Board policy and prior written Superintendent approval, Employee shall be entitled to attend the monthly meetings of the Sussex County Association of School Business Officials, the Annual Workshop of the New Jersey Association of School Business Officials, one other in-state conference of his choice, and one national conference during the term of this Contract. Registration, travel and lodging expenses shall be reimbursed by the Board. Meal expenses shall be reimbursed in accordance with Board policy. Employee may attend other in-state professional conferences at the expense of the Board with prior written approval by the Superintendent. Total reimbursement for all expenses and fees incurred by Employee pursuant to this Section is limited to \$2,000.00 annually. All travel reimbursement will conform to N.J.S.A. 18A:11-12 and OMB Circular 08-19 and any subsequent circular issued by OMB (the "OMB Circular").

17. **INDEMNIFICATION.** The Employee shall have all of the powers, duties, and obligations of the School Business Administrator/Board Secretary, for the

District and the Board, as applicable, and shall be accorded all statutory protections relating to indemnity of school district officers and employees as set forth in N.J.S.A. 18A:16-6 and N.J.S.A. 18A:16-6.1, to the extent such indemnification is legally permissible.

18. **EVALUATION.** The Employee's evaluation shall be conducted in accordance with the provisions of N.J.A.C. 6A:10-1 *et seq.* and any other applicable laws and regulations. The evaluation criteria shall be based on District goals, program objectives, instructional priorities and the Employee's job description. The Employee shall be evaluated by the Superintendent not less than annually during the term of the Contract. To the extent permissible under applicable law and regulations, the timing of the evaluation, the form of the evaluation instrument, and related evaluation procedures employed, shall be mutually established by the parties, provided that in the event of a disagreement, the Superintendent's final determination shall prevail.

19. **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 state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, during the term of the contract.

20. **SAVINGS CLAUSE.** If, during the term of this Employment Contract, it is found that a specific clause of the Employment Contract is illegal in Federal or State law, the remainder of the Employment Contract not affected by such a ruling shall remain in full force and effect.

21. **CONSTRUCTION.** This Contract shall be construed and interpreted in accordance with its plain language and not for or against any party hereto. Headings and subheadings have been inserted for the convenience of the reader and shall not affect the construction of the Contract's meaning.

22. **GOVERNING LAW.** This Contract shall be governed by the laws of the State of New Jersey, without regard to its choice of law or conflict of law principles.

23. **APPROVAL.** The parties acknowledge that this Contract must be approved by the Sussex County Executive Superintendent in accordance with applicable laws and regulations.

24. **ADVICE OF COUNSEL.** The Parties represent and acknowledge that they have had the right and opportunity to seek the advice of independent counsel with respect to the interpretation, meaning, and legal effect of entering into this Contract prior to executing same.

25. **COMPLETE AGREEMENT.** This Contract embodies the entire agreement between the Parties on the subjects covered herein and cannot be varied except by a written agreement signed by both of the undersigned parties. This Contract

supersedes all prior agreements, either written or verbal, expressed or implied, of the parties. Any variation to the Contract must be submitted to the Executive County Superintendent for review and approval.

IN WITNESS WHEREOF, the undersigned have signed this Contract effective on the day and year first above written.

CLINTON TOWNSHIP
BOARD OF EDUCATION

WITNESS:

By: _____
Alexander McLean, President

Scott Francis, Vice President

Date: _____

JEFFREY HALLENBECK

Date: _____