

INTERIM SUPERINTENDENT

EMPLOYMENT AGREEMENT

BETWEEN

ARTHUR DIBENEDETTO

and the

HOPATCONG BOARD OF EDUCATION

THIS AGREEMENT is made and entered into on May 16<sup>th</sup>, 2023, by and between Arthur DiBenedetto ("DiBenedetto") and the Hopatcong Board of Education, with offices located at 2 Windsor Avenue, Hopatcong, New Jersey 07843 ("Board") (collectively the "Parties" and individually a "Party").

WHEREAS, the Board desires to employ DiBenedetto as the Interim Superintendent of Schools; and

WHEREAS, the Board desires to provide DiBenedetto a written agreement setting forth the terms and conditions of his contractual employment with the Board; and

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants hereinafter set forth, the Parties agree that the following paragraphs shall constitute the terms and conditions of DiBenedetto's employment:

1. TERM. The Board hereby employs DiBenedetto for the period beginning July 1, 2023 and ending February 28, 2024, or until such time as the Board appoints a successor superintendent of schools (whichever occurs earlier). In addition, this Agreement may be terminated at an earlier date by either Party in accordance with Paragraph 8 of this Agreement. In

the event the Parties determine to extend the term of this Agreement, any such extension shall be memorialized, in writing, by way of an addendum to this Agreement. Any such extension shall require approval by the Executive County Superintendent of Schools.

2. COMPENSATION. The Board shall pay DiBenedetto a per diem rate of seven hundred dollars (\$700.00) per day, less all applicable withholdings, for days actually worked. There shall not be any additional compensation for services rendered in excess of eight hours per day. It is understood that payments are subject to applicable taxes and deductions required by law. It is anticipated that DiBenedetto will work 131 days during the term of this Agreement.

3. PROFESSIONAL CERTIFICATION. DiBenedetto warrants that he possesses a valid and appropriate certification to serve in the position of Chief School Administrator in the State of New Jersey and that said certification is now and shall remain in full force and effect throughout the term of this Agreement. DiBenedetto shall notify the Board immediately in the event of any change to such certification. DiBenedetto shall provide the Board with a copy of his certificate prior to execution of this Agreement.

4. REVOCATION CLAUSE. The Parties hereto agree that in the event the DiBenedetto's certification is permanently revoked, all provisions of this Employment Agreement shall be null and void as of the date of the revocation, and if DiBenedetto is lawfully precluded from performing his duties by any Judgment, Order or direction of any court of competent jurisdiction or the Commissioner of Education, all provisions of this Employment Agreement shall terminate and his employment shall cease.

5. PROFESSIONAL DEVELOPMENT. The Board will reimburse DiBenedetto for his attendance at workshops and conferences upon prior approval of the Board and for mileage

expenses for required car travel at the IRS business rate or per Board policy. The Board shall reimburse DiBenedetto for membership dues in the New Jersey Association of School Administrators, if he so chooses.

6. DUTIES. DiBenedetto agrees to give his best professional services and to faithfully perform, on an interim basis, the duties of the position of Superintendent of Schools, as assigned by the Board and prescribed by Federal and State law, the regulations of the State Board of Education and other agencies, the by-laws, policies and regulations of the Board, and the job descriptions as existing and as may be amended by the Board from time to time. DiBenedetto shall work five days per week, except during holidays when school and its offices are closed. There shall be a reasonable expectation that DiBenedetto will attend meetings as required by the Board, including Board and Committee meetings, back-to-school night, parent/teacher conferences and additional meetings, as required. There shall be no additional compensation for attending evening commitments. DiBenedetto shall be available during non-school day hours by telephone and shall provide the Board and the Board Secretary/Business Administrator with telephone numbers for the purposes of communication during non-school day hours to discuss District related business. There shall be no additional compensation for communications during non-school day hours.

7. BENEFITS. DiBenedetto will receive one (1) sick day per month, which amounts to a total of six (6) days through the end of this Agreement. DiBenedetto is not entitled to receive any other benefits or emolument, including, by way of illustration and not by way of limitation, vacation leave, health insurance coverage, personal leave or mileage allowance or reimbursement for the use of his vehicle in the District or in Sussex County. DiBenedetto shall be entitled to

mileage reimbursement in accordance with the district's travel policy if he is required and/or approved to attend meetings or workshops outside of the District or County.

8. TERMINATION OF AGREEMENT. This Agreement may be terminated by either Party for any reason whatsoever by furnishing the other Party with written notice thirty days in advance of any intended severance of this Agreement. Notice shall be served on either Party personally or by certified mail, return receipt requested. Notice shall be deemed effective upon personal service or mailing.

9. INDEMNIFICATION. Anything contained herein to the contrary notwithstanding, the Board agrees that while DiBenedetto is providing services to the Board under this Agreement, he is entitled to the protection of the indemnification provisions of *N.J.S.A.* 18A:16-6 and any other applicable New Jersey Statutes. DiBenedetto agrees to cooperate fully and to assist the Board with its defense of any actions against him and/or the Board.

10. CRIMINAL HISTORY CHECK. DiBenedetto shall be subject to a criminal history record check as set forth in *N.J.S.A.* 18A:6-7.1 to 7.5. and shall furnish the Board with verification of same. DiBenedetto shall bear the cost for the criminal history record check.

11. SAVINGS CLAUSE. If, during the term of this Employment Agreement, it is found that a specific clause of this Employment Agreement is contrary to federal or state law, the remainder of the Employment Agreement not affected by such ruling shall remain in full force and effect. 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.

12. AGREEMENT TO BE BOUND. The parties hereto represent to each other that



PHILIP D. MURPHY  
Governor

SHEILA Y. OLIVER  
Lt. Governor

**State of New Jersey**  
DEPARTMENT OF EDUCATION  
Sussex County Office of Education  
262 White Lake Road  
Sparta, NJ 07871  
Tele: (973) 579-6996  
Fax: (973) 579-6476

Angelica Allen-McMillan, Ed.D.  
Acting Commissioner

DR. GAYLE CARRICK ED.D.  
Executive County Superintendent

May 11, 2023

Mr. Jeffrey Hallenbeck  
School Business Administrator  
Hopatcong Borough School District  
PO Box 1029  
Hopatcong, NJ 07843

Dear Mr. Hallenbeck:

I have reviewed the employment contract for Mr. Arthur DiBenedetto, Interim Superintendent, 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 July 1, 2023 to February 28, 2024 or until such a time as the Board appoints a successor Superintendent of Schools (whichever occurs earliest) with a per diem rate of \$700 per day (for a total annual salary of \$91,700).

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 black ink, appearing to read "Gayle Carrick".

Gayle Carrick, Ed.D.  
Executive County Superintendent


CC: Mr. Arthur DiBenedetto, Interim Superintendent

they fully understand the terms and conditions of this Agreement, and agree to be bound by same pursuant to the rules and regulations of the Department of Education and the State of New Jersey.

13. ENTIRE AGREEMENT. This Agreement incorporates the parties' entire agreement and complete understanding concerning the terms and conditions of DiBenedetto's retention by the Board. This Agreement shall be construed accordance with the provisions of the laws of New Jersey and is subject to approval by the Executive County Superintendent of Schools.

14. MODIFICATION CLAUSE. The terms and conditions of this Employment Agreement shall not be modified except by the written consent of both Parties hereto and review and approval by 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. New Jersey law shall govern the execution, delivery, interpretation, performance and the enforcement of this Agreement. This Agreement embodies the entire agreement between the Parties.

IN WITNESS WHEREOF, the Board has caused this Agreement to be approved on its behalf by a duly authorized officer and DiBenedetto has approved this Agreement effective on the date and year specified above.

  
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**ARTHUR DiBENEDETTO**  
Interim Superintendent

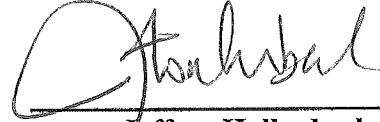
Date: 5/25/23

**BOARD OF EDUCATION OF  
HOPATCONG BOROUGH,  
SUSSEX COUNTY**

  
\_\_\_\_\_

**Scott Francis**  
**Board President**

**ATTEST:**



**Jeffrey Hallenbeck**  
**Board Secretary**

**Date:** 5/18/23